

CITY OF HAYSVILLE

Agenda

May 13, 2024

CALL TO ORDER

ROLL CALL

INVOCATION BY: Jennifer Jones, Haysville United Methodist Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. VFW Police Officer of the Year Presentation
- B. [Proclamation Re: Police Week](#)
- C. [Proclamation Re: Public Works Week](#)
- D. [Proclamation Re: National Bike Month](#)

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of April 8, 2024](#)

ITEM #1 CITIZENS TO BE HEARD

- A. Ken Bell, Haysville Community Library Director, Re: Friends of the Library and Citywide Garage Sale

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.](#)
- B. [A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.](#)
- C. [A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2024, OF THE CITY OF HAYSVILLE, KANSAS.](#)

- D. AN ORDINANCE AMENDING AND RESTATING CHAPTER 16A, THE ZONING REGULATIONS OF THE CITY OF HAYSVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENTS, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY.
- E. AN ORDINANCE TO LEVY A NEW ONE PERCENT (1.00%) RETAILERS' SALES TAX FOR GENERAL GOVERNMENTAL PURPOSES OF WHICH TEN PERCENT (10.00%) WILL BE USED TO REDUCE PROPERTY TAXES, FIFTY PERCENT (50.00%) WILL BE USED TO FUND A LOCAL STREET PROGRAM, AND FORTY PERCENT (40.00%) WILL BE USED TO FUND A PARK & RECREATION IMPROVEMENT PROGRAM, WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.
- F. AN ORDINANCE GRANTING TO TWIN VALLEY COMMUNICATIONS, INC., A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF HAYSVILLE, KANSAS.
- G. AN ORDINANCE GRANTING TO IDEATEK TELCOM, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF HAYSVILLE, KANSAS.

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. Memo Re: New Business License
- C. Sedgwick County Fire Department Station 34 Monthly Report

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

- A. Consideration of Pay Chart Replacement
- B. Consideration of Mill & Overlay Bids for Street Program
- C. Discussion of Park Concerns

ITEM #7 DEPARTMENT REPORTS

- A. Administrative Services – Georgie Carter
- B. City Clerk – Angie Millspaugh
- C. Police – Jeff Whitfield
- D. Public Works – Tony Martinez
- E. Recreation – Rob Arneson

ITEM #8 APPOINTMENTS

- A. Reappointment of Alan Packard to the Library Board for a Four-Year Term

ITEM #9 EXECUTIVE SESSION

- A. Executive Session to Discuss Personnel Matters Related to Non-elected Personnel, Not to Exceed 30 Minutes

ITEM #10 REVIEW OF EXPENDITURES

- A. [Summary of April Expenditures](#)

ITEM #11 CONSENT AGENDA

- A. [Agreement with Phlox for Stage Entertainment at the Fall Festival](#)
- B. [Agreement with Sign of Jonah for Stage Entertainment at the Fall Festival](#)
- C. [Temporary Special Event Permit Application for Consumption on Public Property
Re: Haysville Recreation Trivia Night](#)

ITEM #12 COUNCIL ITEMS

- A. Council Concerns
- B. Council Action Request Updates

ITEM #13 ADJOURNMENT



Mayoral Proclamation

National Police Week, May 12 – 18, 2024

- Whereas,** The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and
- Whereas,** the members of the law enforcement agency of the City of Haysville play an essential role in safeguarding the rights and freedoms of the City of Haysville; and
- Whereas,** it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and
- Whereas,** the men and women of the Haysville Police Department unceasingly provide a vital public service;

Now, therefore, I, Russ Kessler, Mayor of the City of Haysville, call upon all citizens of Haysville and upon all patriotic, civic and educational organizations to observe the week of May 12th - 18th, 2024, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Haysville to observe May 15th, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Haysville to be affixed.

Dated this 13th Day of May 2024

Russ Kessler, Mayor





Mayoral Proclamation

National Public Works Week Proclamation

May 19 - 25, 2024

“Advancing Quality of Life for All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Haysville; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the civic leaders, citizens, and children in Haysville to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

THEREFORE, I, Russ Kessler, Mayor of the City of Haysville, Kansas, on behalf of the Council, staff, and residents, hereby proclaim the week of May 19 - 25, 2024 as Public Works Week.

Dated this 13th Day of May 2024

Russ Kessler
Mayor





Mayoral Proclamation

May is Bike Month

- WHEREAS,** May has been designated as national bicycle month since 1956 to showcase the many benefits of bicycling and encourage more people to try bicycling; and
- WHEREAS,** creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, reducing pollution, congestion, and wear and tear on our streets and roads; and
- WHEREAS,** throughout the month of May, the residents of Haysville and its visitors will experience the joys of bicycling simply by getting out and going for a ride; and
- WHEREAS,** the week of May 13th is National Bike to Work Week, which promotes bicycling as a viable means of transportation to and from work; and Friday, May 17 is Bike to Work Day;

NOW, THEREFORE, I Russ Kessler, Mayor of the City of Haysville, Kansas, on behalf of the Council, staff, and residents, hereby proclaim May as Bike Month.

Dated this 13th Day of May 2024

Russ Kessler
Mayor



CITY OF HAYSVILLE

Regular City Council Meeting

Minutes

April 8, 2024

CALL TO ORDER

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

ROLL CALL

Present: Justin Bruster, Danny Walters, Bob Rardin, Dan Benner, Janet Parton, Steve Crum, and Dale Thompson

Absent: Pat Ewert

INVOCATION – Dave Vetter, West Haysville Baptist Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Mayor Kessler presented a Proclamation declaring April 2024 as Child Abuse Prevention Month in the City of Haysville to Lori Chandler, Child Advocacy Center of Sedgwick County; Ashley Velazquez, Kansas Department of Children and Families and Mayor of Kechi; and Rachal Harper, Kansas Children's Service League.
- B. Mayor Kessler signed a Proclamation declaring May 3rd, 2024, as Arbor Day in the City of Haysville.

PRESENTATION AND APPROVAL OF MINUTES

- A. The minutes of the March 11, 2024, Regular City Council Meeting were presented for approval.

Motion by Crum, seconded by Thompson, to approve the minutes of the March 11, 2024, meeting. The motion carried by the following vote:

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

Abstain: Benner

ITEM #1 CITIZENS TO BE HEARD

- A. Tony Wood, 241 N. James St., addressed Council regarding code enforcement.

ITEM # 2 APPROVAL OF LICENSES AND BONDS

- A. There were none.

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. Mayor Kessler presented for approval A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS. Brett Shogren with Stifel, Nicolaus & Company, Inc. gave information on the Copper Tail Addition Improvement District and the special taxes. The resolution authorizes the city to move forward with the sale of the general obligation bonds. The bond issue is scheduled to close on May 30th, 2024 and will be sent up to the state treasurer's office in Topeka to pay off the temporary notes that originally financed the project.

Motion by Benner, seconded by Parton, to approve the RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS. The motion carried by the following vote:

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

- B. Mayor Kessler presented for approval A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/ GRAND AND PLAZA ADDITION). Brett Shogren with Stifel, Nicolaus & Company, Inc. gave information on the Grand and Plaza Addition, stating Resolutions B – E are step one of financing the construction of infrastructure improvements. Special Assessments will be used to make the bond payments over 20 years.

Motion by Crum, seconded by Parton, to approve the RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/GRAND AND PLAZA ADDITION). The motion carried by the following vote:

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

- C. Mayor Kessler presented for approval A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/GRAND AND PLAZA ADDITION).

Motion by Parton, seconded by Rardin, to approve the RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN

INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS / GRAND AND PLAZA ADDITION). The motion carried by the following vote:

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

- D. Mayor Kessler presented for approval A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/ GRAND AND PLAZA ADDITION).

Motion by Crum, seconded by Rardin, to approve the RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/GRAND AND PLAZA ADDITION). The motion carried by the following vote:

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

- E. Mayor Kessler presented for approval A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER DRAIN IMPROVEMENTS/GRAND AND PLAZA ADDITION).

Motion by Walters, seconded by Bruster, to approve the RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER DRAIN IMPROVEMENTS/GRAND AND PLAZA ADDITION). The motion carried by the following vote:

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

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Under Governing Body Announcements, Councilmember Crum announced upcoming events at the library, including Library Week from April 7th – 14th. Mayor

Kessler announced a ceremony commemorating the 25th Anniversary of the May 3, 1999, tornado, Sales Tax Town Hall Meetings, Mayor's Prayer Breakfast, upcoming events at the Haysville Senior Center and Haysville Hustle usage.

- B. Councilmembers received a memo re: New Business Licenses.
- C. Councilmembers received the Sedgwick County Fire Department Station 34 Monthly Report.
- D. Councilmembers received an email from Cox Communications.
- E. Economic Development Director, Danielle Gabor, presented the Economic Development Quarterly Report.

ITEM #5 OLD BUSINESS

- A. There was none.

ITEM #6 OTHER BUSINESS

- A. Planning and Zoning Coordinator, Jonathan Tardiff, presented for consideration the Grand and Plaza Addition Final Plat.

Motion by Benner, seconded by Parton, to approve the Grand and Plaza Addition Final Plat as presented. The motion carried by the following vote:

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

- B. Mayor Kessler presented for consideration the Design Agreement with PEC re: Grand and Plaza Addition Infrastructure.

Motion by Crum, seconded by Rardin, to approve the Design Agreement with PEC re: Grand and Plaza Addition Infrastructure as presented. The motion carried by the following vote:

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

- C. Mayor Kessler presented for consideration the revisions to the Personnel Manual.

Motion by Parton, seconded by Thompson, to approve the revisions to the Personnel Manual as presented. The motion carried by the following vote:

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

- D. Public Works Director, Tony Martinez, presented for consideration the 2024 Street Report and Program.

Motion by Crum, seconded by Parton, to approve the 2024 Street Report and Program as presented. The motion carried by the following vote:

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

- E. Public Works Director, Tony Martinez, presented for approval bids to rehabilitate approximately 194 vertical feet of the City's sewer system. The lowest bid was \$25,220.00 from CBET Consulting, LLC. This is a budgeted item.

Motion by Parton, seconded by Crum, to accept the contract with CBET Consulting LLC in the amount of \$25,220.00 as presented. The motion carried by the following vote:

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

- F. Public Works Director, Tony Martinez, requested authorization to purchase water service material and setters from Wichita Winwater in the amount of \$18,118.50.

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

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

- G. Public Works Director, Tony Martinez, presented for approval a quote from American Streetscape Lighting to purchase ten antique light pole assemblies for repair supply in the amount of \$21,490.00 to be paid out of capital improvement funds.

Motion by Walters, seconded by Rardin, to approve the quote from American Streetscape Lighting as presented. The motion carried by the following vote:

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

ITEM #7 DEPARTMENT REPORTS

Chief of Police, Jeff Whitfield, introduced visiting officer, School Resource Officer Scott Kitzenberger, and reminded everyone about the DEA Drug Take Back Day on April 27th, 2024 from 10:00 a.m. to 2:00 p.m. and the car seat check on May 4th, 2024 from 9:00 a.m. to 1:00 p.m.

Public Works Director, Tony Martinez, announced the Citizen Problem Report on the city's website and announced that the Recycling Center is now open on the 4th Saturday of the month from April to August from 10:00 a.m. to Noon at Public Works.

Recreation Director, Rob Arneson, announced pool sales started today, April 8th, upcoming events, and that the Splash Pad will be opened on May 1st, 2024.

ITEM #8 APPOINTMENTS

- A. There were no appointments.

ITEM #9 EXECUTIVE SESSION

There was no executive session.

ITEM #10 REVIEW OF EXPENDITURES

- A. A summary of March expenditures was presented.

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

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

ITEM #11 CONSENT AGENDA

- A. Farm Lease with David Dejmal (Old Wastewater Facility area).
- B. Farm Lease with David Dejmal (Dorner Park area).
- C. Temporary Special Event Permit Application for Consumption on Public Property Re: Paint the Night at HAC Approved Area.
- D. Easement Granting Access to Property Re: KDHE Soil Borings at 140 N. Main.

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

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

ITEM #12 COUNCIL ITEMS

- A. Councilmember Crum hoped everyone got the flier in regards to the 1% sales tax meetings and said he will not be at the meeting on the 15th.
Councilmember Rardin questioned where the city was as far as staff getting raises. City Administrator Will Black gave an update on the process.
- B. Public Works Director, Tony Martinez, gave an update on Council Action Requests.

ITEM #13 ADJOURNMENT

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

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

The Regular City Council Meeting ended at 8:02 p.m.

Angela Millspaugh, City Clerk/Treasurer



**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON MAY 13, 2024**

The City Council (the “Governing Body”) met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The City Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2024-A, dated May 30, 2024, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER], [PURCHASER CITY, STATE], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**.

Councilmember _____ moved that the bid be accepted and that the Mayor and City Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Councilmember _____. The motion was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. ____, was signed and approved by the Mayor and attested by the City Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 24-__, and was signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CERTIFICATE

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

(SEAL)

City Clerk

EXHIBIT A
BID TABULATION

CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS

Dated: May 30, 2024
Series 2024-A
Good Faith Deposit: \$27,800

Sale Date: May 13, 2024
10:00 A.M., Central Time
Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

ORDINANCE NO. ____

OF

THE CITY OF HAYSVILLE, KANSAS

PASSED

MAY 13, 2024

**GENERAL OBLIGATION BONDS
SERIES 2024-A**

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Haysville, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Council of the City (the “Governing Body”) has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Copper Tail Addition – Paving	22-04	12-6a01 <i>et seq.</i>	\$ 828,376.97
Copper Tail Addition – Sanitary Sewer	22-05	12-6a01 <i>et seq.</i>	245,766.09
Copper Tail Addition – Water	22-06	12-6a01 <i>et seq.</i>	204,218.27
Copper Tail Addition – Storm Water Drain	22-07	12-6a01 <i>et seq.</i>	<u>111,638.67</u>
Total:			<u>\$1,390,000.00</u>

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$1,390,000, with all of said cost to be paid by the owners of the property within the City benefited by the Improvements and none to be paid by the City at large, and that the owners of the property benefited by the Improvements have not paid any cash into the City Treasury on account of the Improvements; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$1,390,000* of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements, pay costs of issuance of the Bonds, and retire the Refunded Notes; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the

plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Bonds, Series 2024-A, dated May 30, 2024, authorized by this Ordinance.

“City” means the City of Haysville, Kansas.

“City Clerk” means the duly appointed and acting City Clerk of the City or, in the City Clerk's absence, the duly appointed Deputy, Assistant or Acting City Clerk.

“Governing Body” means the City Council of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Notes” means the Series A, 2022, in the aggregate principal amount of \$1,845,000.

“Series A, 2022 Notes” means the City's General Obligation Temporary Notes, Series A, 2022, dated June 1, 2022.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2024-A, of the City in the principal amount of \$1,390,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and

subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, City Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council on May 13, 2024 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on May 13, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published on the *Haysville City website*, www.haysville-ks.com, and in the *Haysville Sun-Times* on May 16, 2024.

DATED: May 16, 2024.

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

(Published on the *Haysville City website*, www.haysville-ks.com, and
in the *Haysville Sun-Times* on May 16, 2024)

SUMMARY OF ORDINANCE NO. ____

On May 13, 2024, the governing body of the City of Haysville, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF
GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF
HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF
AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND
INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING
CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION
THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT
THERE TO.**

The Series 2024-A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 200 W. Grand, P.O. Box 404, Haysville, Kansas 67060-0404. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.haysville-ks.com>.

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

DATED: May 13, 2024.

City Attorney

RESOLUTION NO. 24-__

OF

THE CITY OF HAYSVILLE, KANSAS

ADOPTED

MAY 13, 2024

**GENERAL OBLIGATION BONDS
SERIES 2024-A**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms.....	1
--------------	-------------------------------------	---

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.	9
Section 202.	Description of the Bonds.....	9
Section 203.	Designation of Paying Agent and Bond Registrar.	10
Section 204.	Method and Place of Payment of the Bonds.	11
Section 205.	Payments Due on Saturdays, Sundays and Holidays.	11
Section 206.	Registration, Transfer and Exchange of Bonds.....	11
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.	12
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.	13
Section 209.	Cancellation and Destruction of Bonds Upon Payment.	13
Section 210.	Book-Entry Bonds; Securities Depository.	13
Section 211.	Nonpresentment of Bonds.....	15
Section 212.	Preliminary and Final Official Statement.	15
Section 213.	Sale of the Bonds.	15

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption by Issuer.....	15
Section 302.	Selection of Bonds to be Redeemed.....	17
Section 303.	Notice and Effect of Call for Redemption.	17

ARTICLE IV

SECURITY FOR BONDS

Section 401.	Security for the Bonds.....	19
Section 402.	Levy and Collection of Annual Tax; Transfer to Debt Service Account.	19

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501.	Creation of Funds and Accounts.	20
Section 502.	Deposit of Bond Proceeds and Other Moneys.	20
Section 503.	Application of Moneys in the Refunded Notes Redemption Fund.	20
Section 504.	Application of Moneys in Debt Service Account.	20

Section 505.	Deposits and Investment of Moneys.....	21
Section 506.	Application of Moneys in the Costs of Issuance Account.	21
Section 507.	Application of Moneys in the Compliance Account.	21

ARTICLE VI

DEFAULT AND REMEDIES

Section 601.	Remedies.....	21
Section 602.	Limitation on Rights of Owners.....	22
Section 603.	Remedies Cumulative.	22
Section 604.	Control of Remedies Upon an Event of Default and Event of Insolvency.	22

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance.	23
--------------	------------------	----

ARTICLE VIII

TAX COVENANTS

Section 801.	General Covenants.	23
Section 802.	Survival of Covenants.....	24

ARTICLE IX

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY

Section 901.	Payment Procedure Pursuant to Bond Insurance Policy.....	24
Section 902.	Consent of the Bond Insurer.	25
Section 903.	Notices to the Bond Insurer.	26
Section 904.	Third Party Beneficiary.....	26
Section 905.	Parties Interested Herein.	27
Section 906.	Suspension of Bond Insurer's Rights.	27
Section 907.	Payment Procedure Pursuant to Bond Insurance Policy.	27
Section 908.	Notices to the Bond Insurer.	28
Section 909.	Third Party Beneficiary.....	29
Section 910.	Suspension of Bond Insurer's Rights.....	29

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001.	Disclosure Requirements.	29
Section 1002.	Failure to Comply with Continuing Disclosure Requirements.	29

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101.	Annual Audit.....	30
Section 1102.	Amendments.	30
Section 1103.	Notices, Consents and Other Instruments by Owners.....	31
Section 1104.	Notices.	31
Section 1105.	Electronic Transactions.....	32
Section 1106.	Further Authority.	32
Section 1107.	Severability.	32
Section 1108.	Governing Law.	32
Section 1109.	Effective Date.	32
<i>EXHIBIT A – FORM OF BONDS</i>		A-1

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 24-__

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$1,390,000* to pay the costs of the Improvements, pay Costs of Issuance, and retire the Refunded Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

[“**AGM**” means Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto.]

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

[“**BAM**” means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.]

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

[**“Bond Insurance Policy”** means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.]

[**“Bond Insurer”** means [AGM] [BAM] with respect to the Bonds.]

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2024-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Haysville, Kansas.

“City Clerk” means the duly appointed and/or elected City Clerk or, in the City Clerk's absence, the duly appointed Deputy City Clerk or Acting City Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Compliance Account” means the Compliance Account created pursuant to *Section 501* hereof.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2024-A created pursuant to *Section 501* hereof.

“Dated Date” means May 30, 2024.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2024-A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) [evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or]*

(c) [obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the City Council of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2024-A created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Insurer's Fiscal Agent” means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.]

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing October 1, 2024.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer [with notice to the Bond Insurer].

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Hall
200 W. Grand
P.O. Box 404
Haysville, Kansas 67060-0404
Fax: (316) 529-5925

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[Purchaser City, State] [Zip]
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

[(e) To the Bond Insurer:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Telephone: (212) 826-0100; Fax: (212) 339-3529

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: Surveillance, Re: Policy No. [_____]]
Telephone: (212) 235-2500; Fax: (212) 962-1710
Email: notices@buildamerica.com

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the City Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

[(e) With respect to the Bond Insurer, [AGM: Attn: Managing Director – Surveillance – Re: Policy No. [_____]] [BAM: Attn: Surveillance – Re: Policy No. [_____]] (with a copy to Attn: General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and marked as “URGENT MATERIAL ENCLOSED” if the notice refers to an event of default or a claim on the Bond Insurance Policy).]

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. ____ of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; [and]

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder[.]; and

[(d) Bonds, the principal or interest of which has been paid by the Bond Insurer.]

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located, which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; [or] (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer], all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$_____].

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means the Series A, 2022, in the aggregate principal amount of \$1,845,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means June 1, 2024.

“Refunded Notes Redemption Fund” means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series A, 2022 Notes” means the Issuer's General Obligation Temporary Notes, Series A, 2022, dated June 1, 2022.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities

rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer [with notice to the Bond Insurer].

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2044.]

[**“____ Term Bonds”** means the Bonds scheduled to mature in the year ____.]

[**“2044 Term Bonds”** means the Bonds scheduled to mature in the year 2044.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2044 Term Bonds.]

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$1,390,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2025	\$[45,000	_____ %	2035	\$ 70,000	_____ %
2026	50,000		2036	70,000	
2027	50,000		2037	75,000	
2028	55,000		2038	80,000	
2029	55,000		2039	80,000	
2030	55,000		2040	85,000	
2031	60,000		2041	85,000	
2032	60,000		2042	90,000	
2033	65,000		2043	95,000	
2034	65,000		2044	100,000]	

[TERM BONDS]

Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2044	\$ _____	_____ %]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar[, and shall appoint a successor Paying Agent at the request of the Bond Insurer,] by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor [acceptable to the Bond Insurer] has been appointed and has accepted the duties of Paying Agent or Bond Registrar. [Each successor Paying Agent shall be approved in writing by the Bond Insurer before the appointment of such successor Paying Agent shall become effective.]

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by [the Bond Insurer or] the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the City Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the City Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the City Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual,

electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing

their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated April 24, 2024, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and City Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and City Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2031, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2030, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[**Mandatory Redemption.** [(a) [] Term Bonds.] The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption

requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

*

*Final Maturity

[(b) [] *Term Bonds*. The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

[]*

*Final Maturity]

[(c) *2044 Term Bonds*.] The 2044 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2044 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

2044*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to

such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar[, the Bond Insurer] and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of

said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or

interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Refunded Notes Redemption Fund.
- (b) Debt Service Account for General Obligation Bonds, Series 2024-A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2024-A.
- (d) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) Excess proceeds, if any, received from the sale of the Bonds and an amount representing a portion of the interest on the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Refunded Notes Redemption Fund.
- (d) In addition to proceeds of the Bonds, the Issuer will use unexpended proceeds of the Refunded Notes to provide a portion of the funds necessary to retire the Refunded Notes.

Section 503. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and

directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Refunded Notes Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to Debt Service Account.

Section 507. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal

amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

[

Section 604. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.]

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. [The Issuer shall notify the Bond Insurer of any defeasance under this Section.]

[Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.]

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and City Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published

rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY]

*[AGM:

Section 901. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or telecopy of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments

Account” and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to **Article IV** hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

Section 902. Consent of the Bond Insurer. Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

Section 903. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Notice of an Event of Default within five business days after the occurrence of such event; and

(4) such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 904. Third Party Beneficiary. To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 905. Parties Interested Herein. Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

Section 906. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]*

**[BAM:

Section 907. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective

holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 908. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

Section 909. Third Party Beneficiary. The Bond Insurer is explicitly recognized as and shall be deemed to be a third-party beneficiary of this Bond Resolution and may enforce any right, remedy or claim conferred, given or granted thereunder.

Section 910. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]***

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1002. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. [The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.] Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk[, and a duplicate copy of the audit shall be mailed to the Bond Insurer]. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1102. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of [the Bond Insurer and] the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by [the Bond Insurer and] such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of [the Bond Insurer and] the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. [AGM: Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.][BAM: Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.]

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the [Bond Insurer and the] Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the

provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the City Clerk, [shall be delivered to the Bond Insurer] and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by [the Bond Insurer and] the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1103. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1104. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent[and the Bond Insurer]. The Issuer, the Paying Agent[, the Bond Insurer] and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1105. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1106. Further Authority. The officers and officials of the Issuer, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1107. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1108. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1109. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council on May 13, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on May 13, 2024, as the same appears of record in my office.

DATED: May 13, 2024.

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF HAYSVILLE
GENERAL OBLIGATION BOND
SERIES 2024-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date:** May 30, 2024

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Haysville, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2024-A," aggregating the principal amount of \$1,390,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove

contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its City Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF HAYSVILLE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2024-A, of the City of Haysville, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 1120-087-053024-____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

[STATEMENT OF INSURANCE

[AGM: Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Bond Insurance Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Bond Insurance Policy.]

[BAM: Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All

payments required to be made under the Bond Insurance Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Bond Insurance Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.]]

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Haysville, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of May 30, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$1,390,000*

CITY OF HAYSVILLE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2024-A**

DATED MAY 30, 2024

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Bonds”), and distributed as follows:

1. City of Haysville, Kansas (the “Issuer”) [Original + electronic]
2. Joshua A. Pollak, Esq., Haysville, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [Original]
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. [Purchaser], [Purchaser City, State] (the “Original Purchaser”)
6. Stifel, Nicolaus & Company, Incorporated, Wichita, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)
8. [Assured Guaranty Municipal Corp., New York, New York] [Build America Mutual Assurance Company, New York, New York] (the “Bond Insurer”)]

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Copper Tail Addition – Paving Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 22-04
 - Resolution No. 22-04 authorizing street improvements (recorded)
 - Affidavit of Publication of Resolution No. 22-04
2. **Copper Tail Addition – Sanitary Sewer Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 22-05

- Resolution No. 22-05 authorizing sanitary sewer improvements (recorded)
- Affidavit of Publication of Resolution No. 22-05

3. **Copper Tail Addition – Water Improvements**

- Project Estimate
- Map of Improvement District
- Petition
- Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 22-06
- Resolution No. 22-06 authorizing water improvements (recorded)
- Affidavit of Publication of Resolution No. 22-06

4. **Copper Tail Addition – Storm Water Drain Improvements**

- Project Estimate
- Map of Improvement District
- Petition
- Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 22-07
- Resolution No. 22-07 authorizing storm water drainage improvements (recorded)
- Affidavit of Publication of Resolution No. 22-07

SPECIAL ASSESSMENT PROCEEDINGS

5. Excerpt of Minutes of the governing body meeting accepting the following documents:
 - Statement of Final Costs
 - Assessment Roll Certification
 - Notice of Public Hearing
 - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
6. Affidavit of Publication – Notice of Public Hearing
7. Certificate of Mailing – Notice of Public Hearing
8. Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 1118
9. Ordinance No. 1118 levying special assessments
10. Affidavit of Publication of Ordinance No. 1118
11. Certificate of Mailing – Notice of Assessment
12. Certificate of City Treasurer relating to prepaid assessments

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE BONDS**

13. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 24-07
14. Resolution No. 24-07 authorizing the offering for sale of the Bonds
15. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
16. Affidavit of publication of the Notice of Intent to Seek Private Placement on *the Haysville City Website*, www.haysville-ks.com and in the *Haysville Sun-Times*
17. Affidavit of publication of the Notice of Intent to Seek Private Placement in the *Kansas Register*
18. Official Statement
19. Continuing Disclosure Undertaking
20. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. ____ and adoption of Resolution No. 24-__
21. Ordinance No. ____ authorizing the issuance of the Bonds
22. Summary of Ordinance No. ____ and Affidavit of publication thereof
23. Resolution No. 24-__ prescribing the form and details of the Bonds

CLOSING DOCUMENTS

24. Transcript Certificate
Exhibit A – Statement of Costs
Exhibit B – Schedule of Outstanding General Obligation Indebtedness
25. Uniform Facsimile of Signature Certificates
26. Authorization of State Treasurer to use facsimile signature and seal
27. Specimen Bond and Bond Printer's Certificate
28. Agreement Between Issuer and Agent
29. DTC Blanket Letter of Representations
30. [Municipal Bond Insurance Policy – [Assured Guaranty Municipal Corp.][Build America Mutual Assurance Company]]

- 31. [Rating Letter – Standard & Poor’s (insured)]
- 32. Closing Certificate
- 33. Federal Tax Certificate
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - [*Exhibit C-1* – Certificate of Financial Advisor]
 - Exhibit D* – Description of Property Comprising the Financed Improvements
 - Exhibit E* – Sample Annual Compliance Checklist
 - [*Exhibit F* – Certificate of Bond Insurer]
 - Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

- 34. Approving legal opinion of Gilmore & Bell, P.C.
- 35. [Opinion of Counsel to Bond Insurer]
- 36. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

- 37. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

The undersigned Mayor and City Clerk of the City of Haysville, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and do hereby certify as of May 13, 2024, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. Organization. The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the City Clerk.

4. Newspaper. The *Haysville City Website*, www.haysville-ks.com and the *Haysville Sun-Times*, published through Times-Sentinel Newspapers, LLC, are collectively the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
<i>Current Officials</i>		
Russell S. Kessler	Mayor	01/22 to 01/26
	Councilmember	04/11 to 01/22
Steve Crum	Councilmember	04/13 to 01/26
Dale Thompson	Councilmember	04/15 to 01/28
Daniel Benner	Councilmember	04/13 to 01/26
Janet Parton	Councilmember	04/17 to 01/28
Patricia Ewert	Councilmember	04/05 to 01/26

Bob Rardin	Councilmember	04/11 to 01/28
Danny Walters	Councilmember	01/18 to 01/26
Justin A. Bruster	Councilmember	01/2024 to 01/2028
Angela Millspaugh	Clerk	09/20 to DATE

Prior Officials

DJ Barkley	Councilmember	02/22 to 01/24
------------	---------------	----------------

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and City Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq.* A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the City Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the City Clerk. A true impression of the seal is set forth adjacent to the signature of the City Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.*, as amended, Ordinance No. ____ and Resolution No. 24-__ of the Issuer duly adopted by the Governing Body of the Issuer on May 13, 2024 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance of the Bonds and retiring on June 1, 2024 the following temporary notes of the Issuer (the “Refunded Notes”), issued to temporarily finance a portion of the costs of certain public improvements (the “Improvements”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
G.O. Temporary Notes	A, 2022	June 1, 2022	June 1, 2024	\$1,845,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as ***Exhibit A*** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as ***Exhibit B*** and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2023 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$84,569,077
Tangible Valuation of Motor Vehicles.....	<u>11,700,898</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$96,269,975

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS our true and genuine manual signatures and the seal of the Issuer.

(SEAL)

Mayor

City Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2024-A, Dated May 30, 2024, of the City of
Haysville, Kansas

Sources of Funds:

Principal Amount of the Bonds	\$1,390,000*.00
Available funds of the Issuer	
[Underwriter's Discount	-]
[Original Issue Premium]	
[Original Issue Discount]	-
<i>Total</i>	<i>\$</i>

Uses of Funds:

Deposit to Refunded Notes Redemption Fund	
Costs of Issuance	
[Bond Insurance Premium]	
<i>Total</i>	<i>\$</i>

EXHIBIT B

CITY OF HAYSVILLE, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of May 30, 2024)**

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Bonds, Series 2011	11/01/11	10/01/32	\$ 107,000	\$ 55,000	\$ 0
G.O. Bonds, Series 2014	06/01/14	10/01/29	369,000	170,000	0
G.O. Refunding Bonds, Series 2016	02/01/16	10/01/30	6,455,000	2,190,000	633,558
G.O. Bonds, Series 2018	08/30/18	10/01/33	785,000	570,000	0
G.O. Bonds, Series 2019-A	01/31/19	10/01/39	820,000	690,000	387,527
G.O. Bonds, Series 2019-B	04/30/19	10/01/39	260,000	220,000	113,124
G.O. Bonds, Series 2020-A	10/01/20	10/01/40	2,365,000	1,885,000	963,801
G.O. Bonds, Series 2021-A	10/01/21	10/01/41	695,000	645,000	150,800
G.O. Bonds, Series 2024-A	05/30/24	10/01/44	1,390,000*	1,390,000	561,623
Total				\$7,815,000	\$2,810,433

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Temporary Notes, Series A, 2021	02/18/21	02/01/25	\$ 405,000	\$ 105,000	\$ 105,000
G.O. Temporary Notes, Series A, 2022 ¹	06/01/22	06/01/24	1,845,000	0	0
G.O. Temporary Notes, Series A, 2023	08/01/23	10/01/25	3,925,000	3,925,000	1,801,575
Total				\$4,030,000	\$1,906,575

¹To be retired from the proceeds of the Series 2024-A Bonds

AGREEMENT BETWEEN ISSUER AND AGENT

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

THIS AGREEMENT, dated as of May 30, 2024, between the City of Haysville, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.
- E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$[1,737.50], based on a percentage of the aggregate principal amount of the Securities as follows:

1/8 of 1% (.125%) of the first \$10,000,000
1/16 of 1% (.0625%) of the next \$15,000,000
1/32 of 1% (.03125%) of the next \$25,000,000
1/64 of 1% (.015625%) of the next \$50,000,000
1/128 of 1% (.0078125%) over \$100,000,000.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP"

number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. ***INTEREST CALCULATIONS***

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall

perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[Mandatory Redemption. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as *Appendix I.*]

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

**[AGM:

L. **MUNICIPAL BOND INSURANCE POLICY**

The parties acknowledge that Assured Guaranty Municipal Corp., New York, New York (the “Bond Insurer”) has issued a municipal bond insurance policy (the “Policy”) insuring

the payment when due of the principal of and interest on the Securities as provided therein. As long as the Policy shall be in full force and effect, the Issuer and the Agent agree to comply with the following provisions:

- (a) If, on the Business Day prior to the related scheduled interest payment date or principal payment date or the date to which maturity of any Securities has been accelerated (“Payment Date”) there is not on deposit with the Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Securities due on such Payment Date, the Agent shall give notice to the Bond Insurer and to its designated agent (if any) (the Insurer's Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Securities due on such Payment Date, the Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Securities and the amount required to pay principal on the Securities, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Payment Date by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.
- (b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Agent shall authenticate and deliver to affected Owners who surrender their Securities a new Security or Securities in an aggregate principal amount equal to the unredeemed portion of the Security surrendered. The Agent shall designate any portion of payment of principal on Securities paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Securities registered to the then current Owner, whether The Depository Trust Company, New York, New York (“DTC”) or its nominee or otherwise, and shall issue a replacement Security to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Agent's failure to so designate any payment or issue any replacement Security shall have no effect on the amount of principal or interest payable by the Issuer on any Security or the subrogation rights of the Bond Insurer.

Upon payment of a claim under the Bond Insurance Policy the Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the “Policy Payments Account” and over which the Agent shall have exclusive control and sole right of withdrawal. The Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Securities under the sections hereof regarding payment of Securities. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Agent and may not be applied to satisfy any costs, expenses or liabilities of the Agent.

The Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account and the allocation of such funds to payment of interest on and principal paid in respect of any Security. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Agent.

Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Bond Insurer.

- (c) The Bond Insurer shall, to the extent it makes any payment of principal of (or, in the case of Capital Appreciation Bonds, accreted value) or interest on the Securities, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.
- (d) The Bond Insurer shall be entitled to pay principal (or, in the case of Capital Appreciation Bonds, accreted value) or interest on the Securities that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Securities as a result of acceleration of the maturity thereof in accordance with the Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.]**

***[BAM:

L. MUNICIPAL BOND INSURANCE POLICY

The parties acknowledge that Build America Mutual Assurance Company., New York, New York (the "Bond Insurer") has issued a municipal bond insurance policy (the "Policy") insuring the payment when due of the principal of and interest on the Securities as provided therein. As long as the Policy shall be in full force and effect, the Issuer and the Agent agree to comply with the following provisions:

- (a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.
- (b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. The following terms shall have the meanings specified for all purposes of the Bond Insurance Policy:
- (c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

- (d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.
- (e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:
- (1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and
- (2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.
- (f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.
- (g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:
- (1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and
- (2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment

of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.]***

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF HAYSVILLE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

$$\begin{array}{rcll} & \$5,000.00000 & \text{..... Bond Unit} & \\ \times & \underline{.06875} & \text{..... Interest Rate} & \\ = & 343.750000 & \text{Rounded to six decimal places} & \\ & & & \\ / & \underline{360} & \text{..... Days per year} & \\ = & .954861 & \text{Rounded to six decimal places} & \\ & & & \\ \times & \underline{180} & \text{..... Day in interest period} & \\ = & 171.874980 & \text{(Rounded to second decimal = \$171.87)} & \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.

[APPENDIX I

**NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A, DATED MAY 30, 2024**

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. 24-__ (the “Bond Resolution”) of the City of Haysville, Kansas (the “Issuer”) that a portion of the above-mentioned bonds (the “Bonds”) scheduled to mature in [2044] (the “Called Bonds”), have been called for mandatory redemption and payment on October 1, [_____] (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas (the “Bond Registrar and Paying Agent”).

<u>[Nos.]</u>	<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
---------------	--	-----------------------------------	--------------------------------	-------------------------------

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than \$5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF HAYSVILLE, KANSAS

By _____
Treasurer of the State of Kansas,
Topeka, Kansas]

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF HAYSVILLE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on May 30, 2024 (the "Closing Date"), the City of Haysville, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [Purchaser], [Purchaser City, State], as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Angela Millspaugh, City Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF HAYSVILLE, KANSAS

Dated: May 13, 2024

By: _____
City Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

CLOSING CERTIFICATE

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

The undersigned Mayor and City Clerk of the City of Haysville, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and certify as of May 30, 2024 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the “Transcript”), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the City Clerk. All certifications made by the Issuer in the Transcript Certificate dated May 13, 2024 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.*, as amended, Ordinance No. ____ and Resolution No. 24-__ of the Issuer duly adopted by the Governing Body of the Issuer on May 13, 2024 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance of the Bonds and retiring on June 1, 2024 the following temporary notes of the Issuer (the “Refunded Notes”), issued to temporarily finance a portion of the costs of certain public improvements (the “Improvements”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
G.O. Temporary Notes	A, 2022	June 1, 2022	June 1, 2024	\$1,845,000

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable from special assessments levied upon the property benefited by the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated April 8, 2024 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” [“The Bond Insurance Policy,”] “Ratings,” “Legal Matters,” “Tax Matters,” and *Appendices B-[D]/[E]*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds, which are not disclosed in the final Official Statement.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

City Clerk

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[May 30, 2024]

Governing Body
City of Haysville, Kansas

[Purchaser]
[Purchaser City, State]

[[Assured Guaranty Municipal Corp.]
[Build America Mutual Assurance Company]
New York, New York]

Re: \$1,390,000* General Obligation Bonds, Series 2024-A, of the City of Haysville,
Kansas, Dated May 30, 2024

We have acted as Bond Counsel in connection with the issuance by the City of Haysville, Kansas (the “Issuer”), of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance and prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with

certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

GJH:rrd:rdb

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF MAY 30, 2024

BY

CITY OF HAYSVILLE, KANSAS

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of May 30, 2024 (the “Continuing Disclosure Undertaking”), is executed and delivered by the **CITY OF HAYSVILLE, KANSAS** (the “Issuer”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2024-A (the “Bonds”), pursuant to a Resolution adopted by the governing body of the Issuer (the “Bond Resolution”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking, which may include the Issuer's Annual Comprehensive Financial Report, if any, so long as the Annual Comprehensive Financial Report contains the financial information and operating data described in **Section 2(a)(1)** and **(2)**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in *Section 3* of this Continuing Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than September 1st immediately following the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the “Annual Report”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under *Section 3*, and the Annual Report deadline provided above shall automatically become the first day of the ninth month after the end of the Issuer’s new fiscal year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“Material Events”):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF HAYSVILLE, KANSAS

(SEAL)

Mayor

Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in tables in the following sections contained in *Appendix A* of the final Official Statement relating to the Bonds:

- Assessed Valuation
- Tax Rates
- Aggregate Tax Levies
- Tax Collection Record
- Major Taxpayers
- Current Indebtedness of the Issuer*
- Lease Obligations*

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.

FEDERAL TAX CERTIFICATE

Dated as of May 30, 2024

OF

THE CITY OF HAYSVILLE, KANSAS

\$1,390,000*
GENERAL OBLIGATION BONDS
SERIES 2024-A

FEDERAL TAX CERTIFICATE

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.01	Definitions of Words and Terms.....	1
---------------------	-------------------------------------	---

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01	Representations and Covenants of the Issuer.....	5
Section 2.02	Continuing Application of Representations and Covenants.	9

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01	General.....	9
Section 3.02	Reasonable Expectations.....	9
Section 3.03	Purpose of Financing.	9
Section 3.04	Funds and Accounts.	9
Section 3.05	Amount and Use of Bond Proceeds and Other Money.	10
Section 3.06	No Advance Refunding.....	10
Section 3.07	Current Refunding.....	10
Section 3.08	Completion of Financed Improvements.....	10
Section 3.09	Sinking Funds.	10
Section 3.10	Reserve, Replacement and Pledged Funds.....	11
Section 3.11	Purpose Investment Yield.	11
Section 3.12	Issue Price and Bond Yield.	11
Section 3.13	Miscellaneous Arbitrage Matters.	12
Section 3.14	Conclusion.	12

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01	General.....	13
Section 4.02	Record Keeping; Use of Bond Proceeds and Use of Financed Improvements.	13
Section 4.03	Restrictions on Investment Yield.....	14
Section 4.04	Procedures for Establishing Fair Market Value of Investments.	14
Section 4.05	Bonds Exempt from the Rebate Requirement.....	17

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01	Term of Tax Certificate.....	17
Section 5.02	Amendments.	17
Section 5.03	Advice from Bond Counsel.....	17
Section 5.04	Reliance.....	18
Section 5.05	Severability.	18
Section 5.06	Benefit of Certificate.....	18
Section 5.07	Default, Breach and Enforcement.	18
Section 5.08	Governing Law.	18
Section 5.09	Electronic Transactions.....	18

LIST OF EXHIBITS TO FEDERAL TAX CERTIFICATE

- A. IRS FORM 8038-G
Evidence of filing
- B. RECEIPT FOR PURCHASE PRICE
- C. RECEIPT AND REPRESENTATION
- [C-1. CERTIFICATE OF FINANCIAL ADVISOR]
- D. DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
- E. SAMPLE ANNUAL COMPLIANCE CHECKLIST
- [F. CERTIFICATE OF BOND INSURER]
- Schedule 1** Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”), is executed as of May 30, 2024 (the “Issue Date”), by the City of Haysville, Kansas (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$1,390,000* principal amount of General Obligation Bonds, Series 2024-A (the “Bonds”), under the Bond Resolution (as herein defined), for the purposes described in this Tax Certificate and in the Bond Resolution.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax Compliance Procedure (as defined below) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Bond Resolution, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Annual Compliance Checklist” means a checklist for each of the Financed Improvements designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance

Procedure after the Issue Date as further described in **Section 4.02** and substantially in the form attached as **Exhibit E**.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that: (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Bond Resolution.

“Bond Compliance Officer” means the Issuer’s Clerk or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Insurance Policy” means the municipal bond insurance policy issued by the Bond Insurer concurrently with the issuance of the Bonds guaranteeing the scheduled payment of the principal of and interest on the Bonds when due.

“Bond Insurer” means the provider of the Bond Insurance Policy.]

“Bond Resolution” means Ordinance No. ____ and Resolution No. 24-__ of the Issuer duly adopted by the governing body of the Issuer on May 13, 2024, as originally executed by the Issuer, as amended and supplemented in accordance with the provisions of the Bond Resolution.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending October 1 or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Account” means the account by that name created under the Bond Resolution to provide for the payment of certain expenses as described in **Section 2.01(j)** hereof.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.02(b)** of this Tax Certificate.

“Financed Improvements” means the portion of the Improvements financed or refinanced with the proceeds of the Original Obligations as described in the Bond Resolution and on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, the term Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Refunded Notes Redemption Fund.
- (2) Debt Service Account.
- (3) Costs of Issuance Account.
- (4) Compliance Account (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Improvements” means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Original Obligations and other money contributed by the Issuer, as described on *Exhibit D*.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means May 30, 2024.

“Issuer” means the City of Haysville, Kansas, and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Issuer.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Improvements, such as a contract to manage the entire Financed Improvements or a portion of the Financed Improvements. However, contracts for services that are solely incidental to the primary governmental function of the Financed Improvements (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Improvements with proceeds of the Original Obligations, the period beginning on the later of (i) the issue date of the Original Obligations or (ii) the date the property was or will be placed in service, and ending on the earlier of (A) the final maturity date of the Bonds or (B) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Improvements in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Improvements are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Improvements, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Original Obligations” means the Series A, 2022 Notes, which were the initial issue(s) of tax-exempt governmental obligations that financed or refinanced a portion of the Financed Improvements.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Improvements and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Preliminary Expenditures” means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Improvements, other than land acquisition, site preparation, and similar costs incident to commencement of construction of the Financed Improvements up to an amount not in excess of 20 percent of the issue price of the Original Obligations; and (b) costs incurred in an amount not in excess of the lesser of \$100,000 or 5% of the sale proceeds of the Original Obligations.

“Purchaser” means [Purchaser], [Purchaser City, State], the original purchaser of the Bonds, and any successor and assigns.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Improvements on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Improvements under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Improvements was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Improvements was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Refunded Notes” means the Series A, 2022 Notes maturing June 1, 2024, in the aggregate principal amount of \$1,845,000.

“Refunded Obligations” means the Refunded Notes.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series A, 2022 Notes” means the Issuer's General Obligation Temporary Notes, Series A, 2022, dated June 1, 2022.

“State” means the State of Kansas.

“Tax Compliance Procedure” means the Issuer’s Tax-Exempt Financing Compliance Policy and Procedure, dated May 29, 2012.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) **Organization and Authority.** The Issuer: (1) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Bond Resolution, to enter into, execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate and to carry out its obligations under this Tax

Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.

(b) ***Tax-Exempt Status of Bonds—General Covenant.*** The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) ***Governmental Obligations—Use of Proceeds.*** Throughout the Measurement Period: (1) all of the Financed Improvements have been and are expected to be owned by the Issuer or another Qualified User; (2) no portion of the Financed Improvements have been or are expected to be used in a Non-Qualified Use; and (3) the Issuer will not permit any Non-Qualified Use of the Financed Improvements without first consulting with Bond Counsel. The Issuer will monitor the usage of all portions of the Financed Improvements during the Measurement Period. If the Non-Qualified Use of the Financed Improvements exceeds 10% of the total use over the Measurement Period, then the Issuer will take “remedial action” in accordance with Regulations § 1.141-12, as specified in advice from Bond Counsel, as necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Issuer understands that remedial action could include redemption or defeasance of all or a portion of the Bonds.

(d) ***Governmental Obligations—Private Security or Payment.*** As of the Issue Date, the Issuer expects that none of the principal and interest on the Bonds and the payment of principal of and interest on the Refunded Obligations has been (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

- (1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or
- (2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) ***No Private Loan, Special Assessments.*** Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. The payment of principal and interest on the Bonds will be funded, and the payment of principal of and interest on the Refunded Obligations, in whole or in part from mandatory special assessments against the property benefiting from the Financed Improvements. The use of the proceeds of the Original Obligations is not treated as a loan of the Original Obligations proceeds because (1) the special assessment is an enforced contribution for the purpose of raising revenue for specific capital improvements; (2) the assessment does not include any fee for services; (3) the assessment and collection of the tax is not dependent upon, and does not vary, depending on whether the taxpayer engaged, or the property is used, in a trade or business; and (4) the tax is imposed to pay for an essential governmental function.

(f) **Management Agreements.** As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) **Leases.** As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Improvements other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) **Intentionally Omitted.**

(i) **Limit on Maturity of Bonds.** A list of the assets included in the Financed Improvements and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Improvements.

(j) **Expenditure of Bond Proceeds.**

(1) **Reimbursement of Expenditures; Official Intent.** The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of those bonds. No portion of the Net Proceeds of the Original Obligations were used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures or as otherwise described in the federal tax certificate or similar document for the Original Obligations. The Issuer evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing.

(2) **Final Allocation of Bond Proceeds to Expenditures.** The Improvements were placed in service on the dates listed on **Exhibit D**. The Issuer made a final allocation of proceeds of the Original Obligations to Improvements expenditures, a copy of which is attached to this Tax Certificate as **Exhibit D**. The Issuer will maintain the Final Allocation and accurate supporting records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Bond proceeds or other money) allocated to each Improvement expenditure, in accordance with **Section 4.02** of this Tax Certificate.

(3) **Compliance Account.** Except as provided in this paragraph, the Issuer may allocate Bond proceeds held in the Compliance Account to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. The Issuer expects that all amounts in the Compliance Account will be allocated to expenditures within six years after the Issue Date. If any money remains in the Compliance Account on the sixth anniversary of the Issue Date, the Issuer will transfer that money to the Debt Service Account and use it to pay principal or interest on the Bonds.

(k) **Registered Bonds.** The Bond Resolution requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(l) ***Bonds Not Federally Guaranteed.*** The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(m) ***IRS Form 8038-G.*** Bond Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the IRS Form 8038-G as filed with the IRS with proof of filing will be included in ***Exhibit A*** of Tax Certificate.

(n) ***Hedge Bonds.*** At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(o) ***Single Issue; No Other Issues.*** The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) ***Interest Rate Swap.*** As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) ***Guaranteed Investment Contract.*** As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with ***Section 4.04(d)*** hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) ***Deemed Designated Bank Qualified Tax-Exempt Obligation.*** The Bonds are “deemed designated” as a “qualified tax-exempt obligation” under Code §265(b)(3)(D)(ii). In respect of such “deemed designation” the Issuer hereby makes the following certifications. The Bonds are part of a refunding or a series of refundings of an obligation that was a bank qualified obligation under Code § 265(b)(3). The Bonds will not advance refund the Refunded Obligations. The amount of the Bonds does not exceed the outstanding amount of the Refunded Obligations. The average maturity date of the Bonds does not exceed the average maturity date of the Refunded Obligations or, alternatively, the average maturity of the Refunded Obligations was 3 years or less. The Bonds have a final maturity date that is not later than the date that is 30 years after the date the original qualified tax-exempt obligation was issued.

(s) ***General Allocation and Accounting.*** The portion of the Improvements financed by the Original Obligations and refinanced by the Bonds may have been financed in part with proceeds of the Original Obligations and in part with other funds of the Issuer. The portion of the Improvements financed with proceeds of the Original Obligations is referred to as the Financed Improvements. Attached as

Exhibit D is a schedule showing the Improvements financed, in whole or in part, with proceeds of the Original Obligations. For purposes of determining Non-Qualified Use, if any, of the Financed Improvements during the Measurement Period, the Issuer will allocate Non-Qualified Use first to the portion of the applicable Improvements financed with other funds of the Issuer and second to the Financed Improvements. During the Measurement Period, the Issuer will, on an annual basis, determine the extent to which Non-Qualified Use exceeds the portion of the applicable Improvements financed with other funds of the Issuer and determine the extent to which the proceeds of the Bonds and the Financed Improvements are used in a Non-Qualified Use.

(t) **Compliance with Future Tax Requirements.** The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 2.02 Continuing Application of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01 General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

Section 3.02 Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.03 Purpose of Financing. The Bonds are being issued for the purpose of providing funds to pay: (a) a portion of the costs of refunding the Refunded Obligations; and (b) Costs of Issuance.

Section 3.04 Funds and Accounts. The following funds and accounts have been established under the Bond Resolution:

- (a) Refunded Notes Redemption Fund.
- (b) Debt Service Account.
- (c) Costs of Issuance Account.
- (d) Compliance Account.

Section 3.05 Amount and Use of Bond Proceeds and Other Money.

(a) **Amount of Bond Proceeds.** The total proceeds to be received by the Issuer from the sale of the Bonds are as evidenced in *Exhibit B* attached to this Tax Certificate, and calculated as follows:

Principal Amount	\$1,390,000*.00
[Less Underwriter's Discount	-]
[Plus Original Issue Premium]
[Less Original Issue Discount	-]
Total Purchase Price	

(b) **Use of Bond Proceeds.** The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$[] will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Bonds [(other than the premium on the Bond Insurance Policy)].

[() The sum of \$[] will be deposited in the Compliance Account and used for the purposes described in *Section 2.01(j)* hereof.]

[(2)] The remaining Bond proceeds in the amount of \$[], together with funds provided by the Issuer in accordance with *section (c)* hereof, will be deposited into the Refunded Notes Redemption Fund and paid and transferred to the paying agent for the Refunded Notes, with irrevocable instructions to apply such amount to the payment of the Refunded Notes.

(c) **Use of Other Moneys.** In addition to proceeds of the Bonds, the Issuer will use unexpended proceeds of the Refunded Notes in the amount of \$470,514.55 to provide a portion of the funds necessary to retire the Refunded Notes.

Section 3.06 No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.07 Current Refunding.

(a) **Proceeds Used For Current Refunding.** Proceeds of the Bonds will be used to pay principal and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) **Transferred Proceeds.** As of the Issue Date, \$470,514.55 of proceeds of the Refunded Notes remain on deposit in the improvement fund for the Refunded Notes (the "Unspent Improvement Fund Proceeds"). The Unspent Improvement Fund Proceeds will be used together with a portion of the proceeds of the Bonds to pay the principal of and interest on the Refunded Notes on the Issue Date. Therefore, no transferred proceeds of the Bonds are expected.

Section 3.08 Completion of Financed Improvements. The Financed Improvements have previously been completed.

Section 3.09 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the

Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.10 Reserve, Replacement and Pledged Funds.

- (a) **No Reserve Fund.** No reserve fund has been or will be established for the Bonds.
- (b) **No Replacement or Pledged Funds.** None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.
- (c) **Compliance Account.** Amounts held in the Compliance Account are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Therefore, amounts held in the Compliance Account are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11 Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12 Issue Price and Bond Yield.

GENERAL RULE (AT LEAST 10% OF EACH MATURITY ACTUALLY SOLD)

[(a) **Issue Price.** Based on the Purchaser's certifications in *Exhibit C*, for purpose of calculating the Yield on the Bonds the Issuer hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$[_____] , without accrued interest.

COMBINATION OF GENERAL RULE AND HOLD-THE-OFFERING-PRICE RULE (AT LEAST 10% OF EACH MATURITY ACTUALLY SOLD AND/OR UNDERWRITER HOLDS REOFFERING PRICES)

[(a) **Issue Price.** Based on the Purchaser's certifications in *Exhibit C*, for purpose of calculating the Yield on the Bonds the Issuer hereby elects to establish the issue prices of the Bonds maturing in the years [_____] [_____] [_____] pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"), and the issue prices of the Bonds maturing in the years [_____] [_____] [_____] pursuant to Regulations § 1.148-1(f)(2)(ii) (relating to the so-called "Hold-the-Offering-Price Rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$[_____] , without accrued interest.

HOLD-THE-OFFERING-PRICE RULE (UNDERWRITER HOLDS REOFFERING PRICES)

[(a) **Issue Price.** Based on the Purchaser's certifications in *Exhibit C*, the Issuer hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(ii) (relating to the so-called "Hold-the-Offering-Price Rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$[_____] , without accrued interest.

QUALIFYING COMPETITIVE SALES (REOFFERING PRICES)

(a) **Issue Price.** Based on the Purchaser's certifications in *Exhibit C* and the Financial Advisor's certifications in *Exhibit C-1*, the Issuer hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(iii) (relating to the so-called "competitive sales rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$[_____], without accrued interest.

(b) **Bond Yield.** Based on the aggregate issue prices of the Bonds set forth in (a) hereof, the Yield on the Bonds is [_____]%, as computed by Bond Counsel and shown on *Schedule 1* attached to this Certificate. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

[The Bond Insurer has issued the Bond Insurance Policy dated as of the date of issue of the Bonds, which guarantees the scheduled payment of the principal of and interest on the Bonds when due. In *Exhibit C*, the Purchaser has represented that the premium for the Bond Insurance Policy does not exceed a reasonable, arm's-length charge for the transfer of credit risk and that the present value of the Bond Insurance Policy premium is less than the present value of the interest expected to be saved as a result of the Bond Insurance Policy. In *Exhibit F*, the Bond Insurer has represented that the Bond Insurance Policy premium does not include any payment for any direct or indirect services other than the transfer of credit risk. The premium for the Bond Insurance Policy has been treated as a payment for a qualified guarantee under Regulations § 1.148-4(f).]

Section 3.13 Miscellaneous Arbitrage Matters.

(a) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) **No Over-Issuance.** The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) **Purpose of Article.** The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) **Written Policies and Procedures of the Issuer.** The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established or establishes in the future. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) **Bond Compliance Officer.** The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Bond Resolution or State law.

Section 4.02 Record Keeping; Use of Bond Proceeds and Use of Financed Improvements.

(a) **Record Keeping.** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing from Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) ***Accounting and Allocation of Bond Proceeds to Expenditures.*** The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. A copy of the Final Written Allocation is attached as ***Exhibit D.***

(c) ***Annual Compliance Checklist.*** Attached as ***Exhibit E*** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Improvements at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice from Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) ***Advice from Bond Counsel.*** The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice received from Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.03 Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) ***Refunded Notes Redemption Fund.*** Proceeds of the Bonds deposited in the Refunded Notes Redemption Fund and Investment earnings on those proceeds may be invested without Yield restriction for a period of 90 days after the Issue Date. Other money in the Refunded Notes Redemption Fund and Investment earnings on those proceeds may be invested at a Yield that does not exceed the Yield on the Refunded Obligations.

(b) ***Cost of Issuance Account.*** Bond proceeds deposited in the Cost of Issuance Account and Investment earnings on those proceeds may be invested without Yield restriction for a period of 90 days after the Issue Date.

(c) ***Debt Service Account.*** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(d) ***Compliance Account.*** Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Compliance Account may be invested without Yield restriction.

(e) ***Minor Portion.*** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) ***General.*** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) ***Established Securities Market.*** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established

securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) ***Certificates of Deposit.*** The purchase price of a certificate of deposit (a “CD”) is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) ***Guaranteed Investment Contracts.*** The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) ***Bona Fide Solicitation for Bids.*** The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider

may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) *Bids Received.* The bids received by the Issuer must meet all of the following requirements:

(A) The Issuer receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Issuer uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) *Winning Bid.* The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) *Fees Paid.* The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) *Records.* The Issuer retains the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Issuer for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) At least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.05 Bonds Exempt from the Rebate Requirement.

(a) ***The Bonds Qualify as a Rebate-Exempt Small Issue.***

(1) The aggregate face amount of the Bonds does not exceed \$5,000,000;

(2) Each Refunded Obligation was issued as part of an issue that was exempt from arbitrage rebate under the small-issuer exception of Code § 148(f)(4)(D); and

(3) No Bond has a maturity date later than 30 years after the issue date of the Original Obligations.

(b) ***Conclusion as to Small Issuer Exemption.*** Based on these certifications, Bond Counsel has advised the Issuer that the Bonds are exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that the provisions of *Article IV* of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in *Section 4.02* relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.02 Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the Bond Owners, but only if such amendment is in writing and is accompanied by advice from Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Certificate as so amended and the Bond Resolution, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No amendment will become effective until the Issuer receives advice from Bond Counsel, addressed to the Issuer that the amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.03 Advice from Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with advice from Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer further agrees to comply with any further or different instructions provided in

advice from Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.04 Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.05 Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.06 Benefit of Certificate. This Tax Certificate is binding upon the Issuer, its respective successors and assigns, and inures to the benefit of the Issuer and the owners of the Bonds. Nothing in this Tax Certificate, the Bond Resolution or the Bonds, express or implied, gives to any person, other than the Issuer, its successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.07 Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Bond Owners pursuant to the terms of the Bond Resolution or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.08 Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State.

Section 5.09 Electronic Transactions. The transactions described herein may be conducted, and related documents may be sent, received, executed, and stored, by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE UNDERSIGNED, Mayor and City Clerk of the Issuer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

CITY OF HAYSVILLE, KANSAS

By: _____
Mayor

By: _____
City Clerk

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

\$1,390,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024**

The undersigned City Clerk of the City of Haysville, Kansas, this day received from [Purchaser], [Purchaser City, State], the original purchaser of the above-described bonds (the “Bonds”), the full purchase price of the Bonds, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount.....	\$1,390,000*.00
[Plus Bid Premium	_____]
<i>Total Purchase Price.....</i>	\$ _____
[Less Good Faith Deposit.....	-27,800.00
[Less Bond Insurance Premium.....	- _____]
Net Amount Received	\$ _____

DATED: May 30, 2024.

CITY OF HAYSVILLE, KANSAS

By: _____
City Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

\$1,390,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024**

This Receipt and Representation (the “Certificate”) is being delivered by [Purchaser], [Purchaser City, State] (the “Purchaser”) in connection with the issuance of the above-described bonds (the “Bonds”), being issued on the date of this Receipt by the City of Haysville, Kansas (the “Issuer”). Based on its records and information available to the undersigned which the undersigned believes to be correct, the Purchaser represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Bonds. The Purchaser acknowledges receipt by the Depository Trust Company on behalf of the Purchaser on the Issue Date of the Bonds consisting of fully registered “book-entry-only” bonds in Authorized Denominations in a form acceptable to the Purchaser.

3. Issue Price.

***[OPTION ONE – GENERAL RULE – USE IF NOT HOLDING THE PRICE:**

(a) **Public Offering.** The Purchaser has offered all the Bonds to the Public in a *bona fide* initial offering to the Public at the offering prices set forth on **Schedule 1** attached to this Certificate (the “Initial Offering Prices”). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used to document the initial offering of the Bond to the Public at the Initial Offering Prices.

(b) **Sale Prices.** As of the date of this Certificate, for each Maturity of the Bonds, the price or prices at which the first 10% of such Maturity was sold to the Public is the respective price or prices listed in **Schedule 1**. All of the Bonds comprising the first 10% of sales for each Maturity were sold at the same price.

(c) **Defined Terms.**

(i) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]*

****[OPTION TWO – COMBINATION OF GENERAL RULE AND HOLD-THE-OFFERING-PRICE RULE - USE IF AT LEAST 10% OF SOME BUT NOT ALL MATURITIES HAVE BEEN SOLD AND OTHER MATURITIES ARE SUBJECT TO THE HOLD-THE-OFFERING-PRICE RULE:**

(a) **Public Offering.** On or before the sale date of the Bonds (May 13, 2024) the Purchaser offered all the Bonds to the Public in a *bona fide* initial offering at the initial public offering prices set forth on **Schedule 1** attached to this Certificate (the “Initial Offering Prices”). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Bonds to the public at the Initial Offering Prices.

(b) **General Rule Maturities.** As of the date of this Certificate, for each Maturity of the Bonds listed on **Schedule 1** as the “General Rule Maturities,” the price or prices at which the first 10% of each such General Rule Maturity was sold to the Public is the respective price listed in **Schedule 1**. All of the Bonds comprising the first 10% of sales for each General Rule Maturity were sold at the same price.

(c) **Hold-the-Offering Prices.** For each Maturity listed on **Schedule 1** as the “Hold-the-Offering-Price Maturities” the Purchaser has agreed in writing (in the Notice of Sale and bid award) that (i) it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Purchaser has not offered or sold any Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

(d) **Defined Terms.**

(i) The term “Holding Period” means the period starting on the sale date of the Bonds and ending on the earlier of (A) the close of the fifth business day after such sale date (May 20, 2024), or (B) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(ii) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iv) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]**

***[**OPTION THREE – HOLD-THE-OFFERING PRICE RULE – USE IF ALL MATURITIES ARE SUBJECT TO THE HOLD-THE-OFFERING PRICE RULE:**

(a) **Public Offering.** On or before the sale date of the Bonds (May 13, 2024) the Purchaser offered all the Bonds to the Public in a *bona fide* initial offering at the prices set forth on **Schedule 1** attached to this Certificate (the “Initial Offering Prices”). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Bonds to the public at the Initial Offering Prices.

(b) **Hold-the-Offering Prices.** For each Maturity listed on **Schedule 1** the Purchaser has agreed in writing (in the Notice of Sale and bid award) that (i) it would neither offer nor sell any of the bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Purchaser has not offered or sold any Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

(c) **Defined Terms.**

(i) The term “Holding Period” means the period starting on the sale date of the Bonds and ending on the earlier of (A) the close of the fifth business day after such sale date (May 20, 2024), or (B) the date on which the Original Purchaser has sold at least 10% of such maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(ii) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iv) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or

a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]***

****[**OPTION FOUR – QUALIFYING COMPETITIVE SALE RULE - (USE FOR COMPETITIVE SALE WHERE 3 BIDS ARE RECEIVED:**

(a) **Public Offering.** The Purchaser offered all of the Bonds to the Public in a *bona fide* initial offering.

(b) **Expected Initial Offering Prices.** As of the sale date of the Bonds (May 13, 2024), the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in **Schedule 1** attached to this Certificate (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Bonds.

(c) **Defined Terms.**

(i) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]****

[**4. Bond Insurance.**

(a) The present value of the premium paid for the Bond Insurance Policy (including the fees and expenses of the counsel to the Bond Insurer) for the Bonds is less than the present value of the interest expected to be saved as a result of the insurance. In determining such present value savings, the Yield of the Bonds (taking into account the bond insurance premium) has been used as the discount rate.

(b) The premium for the Bond Insurance Policy represents a reasonable, arm’s-length charge for the transfer of credit risk to the Bond Insurer.]

5. Reliance. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the

Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Dated: May 30, 2024.

[PURCHASER]
[PURCHASER CITY, STATE]

By: _____
Title: _____

SCHEDULE 1

INITIAL OFFERING PRICES

[SERIAL BONDS]

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>	<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
2025	\$[45,000			2035	\$ 70,000		
2026	50,000			2036	70,000		
2027	50,000			2037	75,000		
2028	55,000			2038	80,000		
2029	55,000			2039	80,000		
2030	55,000			2040	85,000		
2031	60,000			2041	85,000		
2032	60,000			2042	90,000		
2033	65,000			2043	95,000		
2034	65,000			2044	100,000]		

[TERM BONDS

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
	\$		
2044]

[* General rule maturities for which 10% sold as of the Sale Date]

[** Hold-the-Offering-Price maturities for which 10% not sold as of the Sale Date]

[*SCHEDULE 1-A*
PRICING WIRE DOCUMENTATION]

[EXHIBIT C-1

CERTIFICATE OF FINANCIAL ADVISOR

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated, Wichita, Kansas (the “Financial Advisor”), as financial advisor to the City of Haysville, Kansas (the “Issuer”) in connection with the issuance of the above-described bonds (the “Bonds”), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds:

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Bond Sale, which was distributed to potential bidders, a copy of which is included in Tab 15 of the Transcript of Proceedings related to the Bonds.

2. The Notice of Bond Sale was disseminated electronically, information regarding the sale of the Bonds was provided to PARITY®, and a copy of the Notice of Intent to Seek Private Placement was published on the *Haysville City Website*, www.haysville-ks.com and in the *Haysville Sun-Times*, collectively a newspaper of general circulation in Sedgwick County, Kansas, and the *Kansas Register*, prior to the sale date. The method of distribution of the Notice of Bond Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Financial Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds, and the bidding process did not afford any opportunity for bidders to review other bids before providing a bid (that is, no “last-look”).

4. The Issuer received bids from at least three bidders who represented that each has an established industry reputation for underwriting new issuances of municipal bonds. Based upon the Financial Advisor’s knowledge and experience in acting as the financial advisor for other municipal issues, the Financial Advisor believes those representations to be accurate. Copies of the bids received are attached to this Certificate as *Attachment 1*.

5. The winning bidder was [Purchaser], [Purchaser City, State] (the “Purchaser”), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Bond Sale, as shown in the bid comparison included in Tab 20 of the Transcript of Proceedings related to the Bonds. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Financial Advisor’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its

opinion relating to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: May 30, 2024

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Title: _____

ATTACHMENT 1

BIDS RECEIVED

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS

\$1,390,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024

Description	Date Placed in Service	Estimated Useful Life	Total Cost
Copper Tail Addition – Paving	[month/year]	20 years	\$864,680.51
Copper Tail Addition - Sanitary Sewer	[month/year]	20 years	256,536.76
Copper Tail Addition – Water	[month/year]	20 years	213,168.12
Copper Tail Addition - Storm Water Drain	[month/year]	20 years	116,531.22
Total			\$1,450,916.61

<i>Amount Financed from Bonds</i>			<i>\$1,390,000*.00</i>
<i>Amount Financed from Other Sources</i>			<i>\$/ /</i>

As part of this Final Written Allocation, we did not attempt to ascertain the amount, if any, of expenditures funded from other sources that constitute qualified equity. However, this Final Written Allocation does not foreclose the Issuer in the future from determining the amount of expenditures for the Improvements that were funded from qualified equity and allocating those expenditures for federal tax purposes to a specific asset, should the need arise as a result of private use of a portion of the Financed Improvements.

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

\$1,390,000*

CITY OF HAYSVILLE, KANSAS

GENERAL OBLIGATION BONDS

SERIES 2024-A

DATED MAY 30, 2024

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the Issuer identified certain assets financed in whole or in part by the Bonds (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. Please complete this checklist within 90 days after the conclusion of the Issuer’s Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

Bond Compliance Officer Name: _____

Bond Compliance Officer Signature: _____

Date of Report: _____

Annual Period Covered by Report: _____

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Improvements owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Improvements leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the management agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice from Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Proceeds & Investments	Have any Gross Proceeds of the Bonds been invested in a Guaranteed Investment Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Bonds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has any sinking or reserve fund for the payment of the Bonds been established (other than funds and accounts created in the Bond Resolution)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Have any of the Bonds been redeemed or refunded in advance of their scheduled maturities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer to any of the above questions was "Yes," notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.	
6 Arbitrage & Yield Restriction	Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Bonds within the next 12 months (i.e. is more than one year of debt service pre-funded)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, contact Bond Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Counsel:

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202
Phone: (316) 267-2091
Attn: Garth J. Herrmann
Email: gherrmann@gilmorebell.com

[EXHIBIT F

CERTIFICATE OF BOND INSURER

\$1,390,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024-A
DATED MAY 30, 2024]**

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD



**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON MAY 13, 2024**

The City Council (the “Governing Body”) met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes, Series A, 2024, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES A, 2024, OF THE CITY OF
HAYSVILLE, KANSAS.**

Councilmember _____ seconded the motion to adopt the Resolution. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 24-__.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. 24-__

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES A, 2024, OF THE CITY OF
HAYSVILLE, KANSAS.**

WHEREAS, the City of Haysville, Kansas (the “Issuer”), has previously authorized certain improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Grand and Plaza Addition - Paving	24-08	12-6a01 <i>et seq.</i>	\$236,000
Grand and Plaza Addition - Sanitary Sewer	24-09	12-6a01 <i>et seq.</i>	167,000
Grand and Plaza Addition - Water	24-10	12-6a01 <i>et seq.</i>	107,000
Grand and Plaza Addition - Stormwater Drain	24-11	12-6a01 <i>et seq.</i>	<u>283,000</u>
Total:			<u>\$793,000</u>

WHEREAS, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the City Council of the Issuer (the “Governing Body”) hereby selects the firm of Stifel, Nicolaus & Company, Incorporated, Wichita, Kansas (the “Financial Advisor”), as financial advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of the temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell the temporary notes.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAYSVILLE, KANSAS,
AS FOLLOWS:**

Section 1. The Issuer is hereby authorized to offer at competitive public sale the Issuer's General Obligation Temporary Notes, Series A, 2024 (the "Notes") as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Note Sale"). All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such bids and award the sale of the Notes or reject all proposals.

Section 2. The Mayor and Clerk, in conjunction with the Financial Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Notes (the "Preliminary Official Statement"), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and awarded or rejected in the manner set forth in the Notice of Note Sale.

Section 4. The Mayor and Clerk are each hereby authorized to approve the form of the Preliminary Official Statement and to execute the "Certificate Regarding Preliminary Official Statement" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk, and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

The transactions described in this Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council on May 13, 2024.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE REGARDING
PRELIMINARY OFFICIAL STATEMENT**

May 29, 2024

Re: City of Haysville, Kansas, General Obligation Temporary Notes, Series A, 2024

The undersigned are the duly acting Mayor and Clerk of the City of Haysville, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the purchaser (the “Purchaser”) of the above-referenced notes (the “Notes”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Notes.

To the knowledge of the Issuer, the information contained in the Preliminary Official Statement, other than the sections entitled “The Depository Trust Company,” “Ratings,” “Legal Matters,” “Tax Matters,” and *Appendices B-D*, for which the Issuer expresses no opinion, and except for the omission of certain information such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters, is true in all material respects, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

CITY OF HAYSVILLE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF NOTE SALE

\$870,000*

CITY OF HAYSVILLE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES A, 2024**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Facsimile, email, and electronic (as explained below) bids for the purchase of the above-referenced temporary notes (the “Notes”) of the City of Haysville, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of email and facsimile bids, and via PARITY® in the case of electronic bids, until 10:00 a.m. applicable Central Time (the “Submittal Hour”), on

JUNE 10, 2024

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the City Council of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 P.M. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated June 27, 2024 (the “Dated Date”), and will become due as follows:

Stated Maturity	Principal
<u>(April 1)</u>	<u>Amount</u>
2026	\$870,000*

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on October 1, 2024 (the “Interest Payment Dates”).

*** Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Notes or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the percentage of

par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”) of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Note Registration. The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System. The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption of Notes Prior to Maturity.

General. Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2025, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Notes are being issued pursuant to K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.*, as amended, and a resolution adopted by the Governing Body (the “Note Resolution”) for the purpose of paying the cost of certain public improvements (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of said Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids. Facsimile and email bids must be made on forms which may be procured from the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Temporary Notes, Series A, 2024.” Facsimile bids should not be preceded by a cover sheet and should be sent only once to (316) 337-8492. Email bids should be sent only once to the Financial Advisor at shogrenb@stifel.com. Confirmation of receipt of facsimile or email bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. ***Any bid submitted shall include the initial offering prices to the public for the Notes.*** If provisions of this Notice of Note Sale conflict with those of PARITY®, this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer and Financial Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; and (c) no supplemental interest payments will be considered. No bid shall be for less than **99.5%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of

the Notes on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption "Establishment of Issue Price" in this Notice.

Good Faith Deposit. A good faith deposit is not required to bid on the Notes.

Basis of Award. The award of the Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer's acceptance of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a note purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the Governing Body.

Ratings. The Issuer has **not** applied for a rating on the Notes herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by the Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form, and shall specify all terms and conditions to which the Issuer will be required to agree in connection with the issuance of such insurance policy. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the Issuer.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **JUNE 27, 2024** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Notes and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for the Notes: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Notes pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Notes; and (4) the Issuer anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of Notes has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for the Notes. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the Notes, but the Successful Bidder may elect such option. If the Successful Bidder

exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of the Notes are sold to the public. ***Any change in the issue price of any of the Notes after the Submittal Hour will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated May 29, 2024, copies of which may be obtained from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. The Securities and Exchange Commission (the “SEC”) has promulgated amendments to its Rule 15c2-12 (the “Rule”) requiring continuous secondary market disclosure for certain issues. The Issuer is relying on a provision of the Rule that exempts issues of less than \$1,000,000 aggregate principal amount from the requirements of the Rule and therefore has **not** covenanted to provide continuous secondary market disclosure. However, the Issuer obtains an audit of its annual financial statements by independent auditors, and presently intends to supply its most recent audited financial statements to any Registered Owner upon written request and reimbursement to the Issuer of the costs of the photocopying and mailing. The absence of continuing disclosure of financial or other information pertaining to the Issuer may impair the development of a secondary market for the Notes and could impair the ability of a Registered Owner to sell the Notes in the secondary market.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2023 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$84,569,077
Tangible Valuation of Motor Vehicles.....	<u>11,700,898</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$96,269,975

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$[_____].

Legal Opinion. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Additional Information. Additional information regarding the Notes may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: May 13, 2024.

CITY OF HAYSVILLE, KANSAS

By: Angela Millspaugh, Clerk

Issuer:

City Hall
200 W. Grand, P.O. Box 404
Haysville, Kansas 67060-0404
Attn: Angela Millspaugh, Clerk
Phone No.: (316) 529-5900
Fax No.: (316) 529-5925
Email: amillspaugh@haysville-ks.com

Financial Advisor:

Stifel, Nicolaus & Company, Incorporated
301 North Main, Suite 800
Wichita, Kansas 67202
Attn: Bret Shogren
Phone No.: (316) 264-9351
Fax No.: (316) 337-8492
Email: shogrenb@stifel.com

OFFICIAL BID FORM

PROPOSAL FOR THE PURCHASE OF CITY OF HAYSVILLE, KANSAS GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2024

TO: Angela Millspaugh, Clerk
City of Haysville, Kansas

June 10, 2024

For \$870,000* principal amount of General Obligation Temporary Notes, Series A, 2024, of the City of Haysville, Kansas (the "Issuer"), to be dated June 27, 2024, as described in your Notice of Note Sale dated May 13, 2024 (the "Notice"), said Notes to bear interest as follows:

Maturity <u>April 1</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Initial Offering <u>Price</u>
2026	\$870,000*	_____ %	_____ %

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount	\$870,000*
Less Discount (not to exceed \$4,350).....	- _____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
Total interest cost to maturity at the rate(s) specified	\$ _____
Net interest cost	\$ _____
True Interest Cost	_____ %

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder and a note purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____

Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on June 10, 2024.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Stifel, Nicolaus & Company, Incorporated, Fax No. (316) 337-8492, email bids may be sent to Stifel, Nicolaus & Company, Incorporated at shogrenb@stifel.com, and electronic bids or electronic bids may be submitted via **PARITY**®, at or prior to 10:00 a.m., applicable Central Time, on June 10, 2024. Any bid received after such time will not be accepted or shall be returned to the bidder.





CITY OF HAYSVILLE, KANSAS

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

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Haysville Planning Commission
Jonathan Tardiff, Planning and Zoning Administrator

SUBJECT: Text Amendment to the Zoning Regulations

DATE: May 13, 2024

On April 11, 2023, the Haysville Planning Commission held a public hearing to consider the following Text Amendment to the Zoning Regulations.

Summary of Major Changes:

- Section 303, Regulations; All Districts was updated.
- Section 304, Accessory Use and Structures; All Districts was added.
- Section 401 to 414, Zoning Districts: deleted repetitive language, added Accessory uses and structures; In All Districts, added use limitations, added bulk regulations, minimum lot width, & minimum lot depth.

Motion by Trube

Seconded by Coleman

To approve the text amendments to the Zoning Regulations with discussed changes.

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

Motion carried.

Attached for your review:

- Staff Report
- Redlined copy of the Zoning Regulations
- Minutes

The governing body may take one of the following three actions when the Planning Commission submits a recommendation for approval or disapproval of the revisions to the Zoning Regulations:

- Approve the Planning Commission's recommendation by ordinance by a simple majority (5 votes).
- Deny the planning commissioners' recommendation by a simple majority vote. (5 votes)
- Return the recommendation to the Planning Commission with a statement specifying the basis for the governing body's failure to approve or disapprove by a simple majority vote (5 votes)



Haysville Planning Commission Staff Report

AGENDA ITEM: V-A

Subject: Zoning Code Text Amendments 2024-01
Meeting Date: April 11, 2024
Presented By: Jonathan Tardiff, Planning & Zoning Administrator
Public Hearing: Required, to be held by Planning Commission

ANTICIPATED MEETING SCHEDULE

<i>Body</i>	<i>Meeting Date</i>	<i>Action</i>
Planning Commission	2/22/2024	Hold required public hearing. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the City Council. Tabled to next meeting.
Planning Commission	3/28/24	Tabled from the previous meeting. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the City Council. Tabled to next meeting.
Planning Commission	4/11/24	Tabled from the previous meeting. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the City Council.
City Council	5/13/2024	Adopt the recommendation of the Planning Commission as presented, override the recommendation, or return the recommendation to the Planning Commission (1 st reading of ordinance). Approval, approval with modifications, or denial of final reading of text amendment ordinance if approved.

RELEVANT ZONING CODE SECTIONS

303	Regulations; All Districts
304	Accessory Use and Structures; All Districts
401	Residential; "SF15" Single-Family Suburban Residential District Regulations
402	Residential; "SF" Single-Family Residential District Regulations
403	Residential; "SFZ" Single-Family/Zero Lot Line Residential District Regulations
404	Residential; "TH" Tiny Home District Regulations
405	Residential; "TF" Two-Family Residential District Regulations
406	Residential; "MF4" Multi-Family Four Residential District Regulations
407	Residential; "MFA" Multiple-Family Apartment Residential District

408	Residential; “MH” Manufactured Home Parks or Manufactured Home District
409	Commercial; “HMC” Hotel and Motel Commercial District Regulations
410	Commercial; “OC” Office Commercial District Regulations
411	Commercial; “LC” Light Commercial District Regulations
412	Commercial; “HC” Heavy Commercial District Regulations
413	“LI” Light Industrial District
414	“HC” Heavy Industrial District
RECOMMENDED ACTION	
Adopt the recommended amendments to the Zoning Code and forward a recommendation of approval to the City Council	

BACKGROUND INFORMATION

On June 8, 2023, the Haysville Planning Commission held a public hearing to revise the Zoning Code. Staff proposed updates to Article 2, Article 4, and Article 11.

On July 10, 2023, the City Council approved changes to the Zoning Code.

On December 14, 2023, the Haysville Planning Commission held a public hearing to revise the Zoning Code. Staff proposed updates to Article 2, and Article 4.

On January 8, 2024, the City Council approved changes to the Zoning Code.

On February 2, 2024, an official public hearing notice was published on the City of Haysville website at www.haysville-ks.com.

On February 8, 2024, a notice of public hearing was also published in the Haysville Times Sentinel.

On February 22, 2024, the Haysville Planning Commission tabled the public hearing of the Zoning Code until the March 28, 2024 meeting due to the revisions to the Zoning Code was not ready.

On March 21, 2024, an official public hearing notice was reissued and published on the City of Haysville website at www.haysville-ks.com.

On March 28, 2024, a notice of public hearing was published in the Haysville Times Sentinel.

On March 28, 2024, the Haysville Planning Commission tabled the public hearing of the Zoning Code until the April 11, 2024 meeting due to the revisions to the Zoning Code was not ready.

Proposal & Analysis

Article 3 General Regulations

Updates to Section 303: Regulations; All Districts

- Add Section I Setbacks
- Added Section J Maximum Height Structures

Added Section 304: Accessory Uses and Structures; All Districts

Article 4 Zoning Districts

Updates of Sections 401 through 414.

- Section 401 SF15 Single-Family Suburban Residential District
 - Added accessory uses and structures. See section 304.
 - Reduced accessory setback for rear/side yard from 5 feet to 3 feet.

- Section 402 SF Single-Family Residential District
 - Added accessory uses and structures. See section 304.
 - Reduced accessory setback for rear/side yard from 5 feet to 3 feet.
 - ~~Reduced the maximum height of a structure from 45 feet to~~ **Leave at 35 feet.**
 - Added minimum lot width 50 feet.
 - Added minimum lot depth from 90 feet.
- Section 403 SFZ Single-Family/Zero Lot Line Residential District
 - Added accessory uses and structures. See section 304.
 - Reduced accessory setback for rear yard from 5 feet to 3 feet.
 - ~~Reduced minimum lot width from 50 feet to~~ **Leave at 40 feet.**
 - ~~Reduced minimum lot depth from 90 feet to~~ **Leave at 80 feet.**
 - Added side yard setback: On the zero-setback side, no windows or doors are allowed.
 - Added general conditions: on the side setback, exterior materials must be constructed with fire-rated materials for 2 hours.
- Section 404 TH Tiny Home District
 - Added accessory uses and structures. See section 304.
- Section 405 TF Two-Family Residential District
 - Added accessory uses and structures. See section 304.
 - Reduced accessory setback for rear yard from 5 feet to 3 feet.
 - Added minimum lot width 50 feet.
 - Added minimum lot depth 90 feet.
 - Reduced maximum height of a structure from 45 feet to 35 feet.
- Section 406 MF4 Multi-Family Four Residential District
 - Added accessory uses and structures. See section 304.
 - Reduced accessory setback for rear yard from 5 feet to 3 feet.
 - Added minimum lot width 50 feet.
 - Added minimum lot depth 90 feet.
 - Reduced maximum height of a structure from 45 feet to 35 feet.
- Section 407 MFA Multiple-Family Apartment Residential District
 - Added accessory uses and structures. See section 304.
 - Added minimum lot width 50 feet.
 - Added minimum lot depth 90 feet.
 - Reduced accessory setback for rear yard from 5 feet to 3 feet.
 - Added maximum height of a structure 55 feet.
- Section 408 MH Manufactured Home Parks or Manufactured Home District
 - Added accessory uses and structures. See section 304.
 - Added accessory setback for side and/or rear yard.
- Section 409 HMC Hotel and Motel Commercial District
 - Added accessory uses and structures. See section 304.
 - Added minimum lot width 80 feet.
 - Added minimum lot depth 100 feet.
 - Added accessory setback for rear yard of 3 feet.

- Section 410 OC Office Commercial District
 - Added accessory structures and setbacks. See section 304.
 - Added accessory setback for rear yard of 3 feet.
 - Reduced minimum lot width to 60 feet.
 - Added minimum lot depth 90 feet.
 - Removed hours of operation.
- Section 411 LC Light Commercial District
 - Added accessory uses and structures. See section 304.
 - Reduced accessory setback for rear/side yard 5 feet to 3 feet.
 - Added maximum height of structure 45 feet.
 - Added minimum lot width 50 feet.
 - Added minimum lot depth 90 feet.
 - Added use limitations. **Planning commissioned added: or approved by written permission from the Zoning Administrator for one year.**
- Section 412 HC Heavy Commercial District
 - Added accessory uses and structures. See Section 304.
 - Changed accessory setback for rear/side yard setback to 3 feet for non-combustible structures and 6 feet for combustible structures.
 - Added minimum lot size 10,000 square feet.
 - Added maximum height of a structure 55 feet.
 - Added minimum lot width 50 feet.
 - Added minimum lot depth 90 feet.
 - Added use limitations. **Planning commissioned added: or approved by written permission from the Zoning Administrator for one year**
- Section 413 LI Light Industrial District
 - Added accessory uses and structures. See section 304.
 - Changed accessory setback for rear/side yard to 3 feet for non-combustible structures and 6 feet for combustible structures.
 - Added minimum lot size 10,000 square feet.
 - Added minimum lot width 60 feet.
 - Added minimum lot depth 90 feet.
 - Added use limitations.
- Section 414 HI Heavy Industrial District
 - Added accessory uses and structures. See section 304.
 - Changed accessory setback for rear/side yard to 3 feet for non-combustible structures and 6 feet for combustible structures.
 - Added minimum lot size 10,000 square feet.
 - Added minimum lot width 100 feet.
 - Added minimum lot depth 100 feet.
 - Added use limitations.

Summary of Major Changes:

- Deleted repetitive language.
- Reformatted for easier understanding.
- Added accessory uses and structures setback.

Attached is a draft of the proposed changes to the Zoning Code.

PUBLIC REVIEW

The public hearing notice was published on February 2, 2024. Any written record of the comments received as of April 5, 2024, are attached. Comments received after this date will be distributed at the meeting.

ATTACHMENTS

Recommended text amendment redlines
Text Amendment clean version
Copy of the Public Hearing Notice

COMMENTS

- Mr. Leedy, the owner of the property located at 6731 S. Broadway Ave. in the Heavy Commercial District, came by asking to see a copy of the Zoning Code Revisions to see how this would affect his property, and he plans to attend the planning commission meeting on April 11.

Article 1. Title, Purpose, Authority and Jurisdiction

100 TITLE

These regulations, including the zoning district maps, made a part hereof, shall be known and may be cited as the “The city of Haysville Zoning Regulations, (February 2023) Edition” and shall hereinafter be referred to as “these regulations.”

101 PURPOSE

These regulations are intended to serve the following purposes:

- A. To promote the 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;
- C. To regulate and restrict the location, use and appearance of buildings, structures and land within each district and to zone for residential, commercial, industrial and other purposes including flood plains;
- D. To regulate and restrict the height, number of stories and size of buildings and structures including their distance from any street or highway; the percentage of each lot that may be occupied by buildings and other structures; and size of yards, courts and other open spaces;
- E. To protect property values and conserve energy and natural resources;
- F. To provide for adequate light and air and acceptable noise levels;
- G. To avoid the undue concentration of population and vehicular traffic and to prevent overcrowding the use of land and public facilities;
- H. To facilitate the adequate provision of transportation, water supply, sewage disposal, schools, parks and other public improvements;
- I. To provide adequate public notice on proposed changes in these regulations and zoning maps and an opportunity to be heard on such zoning matters;
- J. To establish and provide procedures for the Board of Zoning Appeals to consider appeals, variances and exceptions; and
- K. To implement the goals, policies and proposals of the comprehensive plan for the zoning jurisdiction.

102 AUTHORITY

These regulations are adopted under authority established by K.S.A., 12-741 et seq., as amended, 12-736, 12-753 to 12-761 inclusive, 12-763, 12-764, 12-766, 12-3009 to 12-3012 inclusive, 12-3301 and 12-3302.

103 ZONING JURISDICTION

These regulations shall apply to all buildings, structures and land within the corporate limits of the city of Haysville, Kansas, as presently exist or are hereafter established by annexation.

Article 2. Interpretation, Construction and Definitions

200 RULES OF INTERPRETATION

A. Minimum Requirements. In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, morals, comfort and general welfare.

B. Overlapping or Contradictory Regulations. Where the conditions imposed by the provisions of these regulations upon the use of land or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.

C. Private Agreements. The provisions of these regulations are not intended to abrogate any easement, deed restriction, covenant or other private agreement of legal relationship; provided, that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such private agreements, the requirements of these regulations shall govern. The city does not have a responsibility to enforce such private agreements.

D. Unlawful Uses. No use of land or structure which was not lawfully existing at the time of the adoption of these regulations shall become or be made lawful solely by reason of the adoption of these regulations; and to the extent that, and in any respect that, said unlawful use or structure is in conflict with the requirements of these regulations, said use or structure remains unlawful hereunder.

E. Not a Licensing Regulation. Nothing contained in these regulations shall be deemed to be a consent, license or permit to use any property or to locate, construct or maintain any structure or facility or to carry on any trade, industry, occupation or activity.

F. Effect on Existing Permits. For all purposes except single-family residential developments platted and recorded after January 1, 1992, nothing in these regulations shall be deemed to require any change in plans, construction or designated use of any land or structure in the event that:

1. A zoning permit for such use of land or structure was lawfully issued prior to the effective date of these regulations or the effective date of any amendment thereof; and
2. Such permit had not by its own terms expired prior to such effective date; and
3. Such permit was issued on the basis of an application showing complete plans for proposed construction and/or use; and
4. There has been a substantial change of position, substantial expenditure, substantial work performed or incurrence of substantial obligations by the permit holder in reliance on such permit other than purchase of land or preparation of design plans; and

5. Such issuance of a permit and change of position, expenditures, work or incurrence of obligations were made prior to the effective date of an amendment of these regulations which amendments would have made illegal the issuance of such permit; and
6. Construction pursuant to such permit is completed prior to the expiration of such permit; and
7. When the use of land or a structure is completed under a permit to which this section applies, an occupancy certificate shall be issued in accordance with the zoning regulations in effect at the time the zoning permit was issued.

G. Vesting of Development Rights. For single-family residential development, if construction of a principal structure does not begin on the land within 10 years after the date the final plat is recorded, the development rights in the land expire, and all revisions to Zoning or Subdivision Regulations that became effective during the vested period apply to the platted land. (See K.S.A. 12-764, as amended.)

201 RULES OF CONSTRUCTION

A. In the construction of these regulations, the provisions and rules of the Section shall be preserved and applied, except when the context clearly requires otherwise:

1. The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows:
 - a. "And" indicates that all connected items, conditions, provisions or events shall apply; and
 - b. "Or" indicates that one or more of the connected items, conditions, provisions or events shall apply.
4. The word "shall" is mandatory; the word "may" is permissive.
5. The words "used" or "occupied" include words "intended, designed or arranged to be used or occupied."
6. The word "lot" includes the words "plot," "tract" or "parcel."
7. Unless otherwise specified, all distances shall be measured horizontally.

B. In all other cases all words and phrases not defined in this article shall be defined by the Planning Commission as necessary utilizing a dictionary to limit possible definitions and using

the spirit and intent of this chapter as a guide.

202 DEFINITIONS

The following definitions shall be used in the interpretation and construction of these regulations.

Accessory apartment. An accessory use dwelling unit that may be wholly within, or may be detached from, a principal single-family dwelling unit. Commercial or Industrial district, security only, not as a primary residence.

Accessory use or structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to in purpose or size to a principal use or structure. Accessory structure including below grade substructure, must not be located in easements and may not block drainage.

Agriculture. Means a use of any land for the purpose of growing plants, crops, trees and other agricultural or forestry products or for the purpose of raising livestock. Agriculture also includes the roadside selling of products produced on land owned, leased, or legally controlled by the producer (farmer, rancher, horticulturalist, viticulture, apiary, or similar agricultural pursuits). The definition shall include, as a permitted Accessory use, the sale of nursery stock, firewood, Christmas trees and other plants and produce raised on-site. Typical activities include, but are not limited to: Farmer's Market which permits the sale of agricultural products by other producers; U-pick-it activities; flower arranging; canning/cooking; gardening demonstrations; winery tours and tastings; corn mazes; agriculture related interpretive facilities; agricultural exhibits and tours; agriculturally related educational and learning workshops or experiences; horseback riding; non-commercial camping; bonfire/campfire themed events; service of food and beverages; hayrides; pumpkin patch sales and any other uses determined by the Zoning Administrator to be similar.

Agricultural Processing. Means initial processing of agricultural products that is reasonably required to take place in close proximity to the site where they are produced. Typical uses include sawmills and packinghouses. Slaughterhouses are specifically excluded from this definition.

Agricultural Research. Means the use of land and buildings for Agricultural Research and the cultivation of new agricultural products. This shall include greenhouses that are used for research purposes only.

Agricultural Sales and Service. Means an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, propane, butane, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses that are used for wholesale and/or retail purposes.

Airport or Airstrip. Means any landing area, runway or other facility designed, used, or intended to be used either publicly or by any person or persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage, and tie-down areas, hangars, and other necessary buildings and open spaces. The term airport or airstrip does not include heliport.

Alley. A public right-of-way along the side of or in the rear of a lot intended to provide a secondary means of access to and from the street and such lot. An alley is not intended for general traffic circulation. Any such access designated as a fire lane shall meet the fire code requirements for such. No lot shall front upon an alley.

All weather surface. Includes: 1) asphalt, minimum 2" inches depth, shall be placed over base material minimum 4" inches depth, 2) concrete, minimum 4" inches depth, 3) compacted rock/crushed concrete, minimum 4" inches depth, utilizing minimum 1" inch diameter rock with not more than 10% fines for a binder, 4) brick paver stone, minimum 2 3/8" inches thick shall be placed over base material minimum 5" inches depth. Base material shall consist of a minimum 4" inches depth crushed stone or gravel, and topped with sand minimum 1" inch depth. Utilization of the compacted rock/crushed concrete option shall require borders installed around all four sides, extending 2" to 3" inches above ground and not to impede drainage. Every all-weather surface must be properly maintained and kept free of potholes, weeds, grass, dust, trash, and miscellaneous scattered objects (debris) to qualify as an "all-weather" surface. A surface that is not maintained free of weeds and debris is not an "all-weather" surface as an improperly developed or maintained surface does not meet the goals or the intent of this definition.

Alteration, structural. Any change in the supporting members of a building such as bearing walls, partitions, columns, beams or girders, or any substantial change in roof or exterior walls.

Animal Care, General. Means a use providing veterinary services for large animals, and that may include small animals (household pets), and for which boarding facilities may also be provided.

Animal Care, Limited. Means a use providing veterinary services for small animals (household pets) for which there are no outside animal runs, and for which boarding facilities may also be provided.

Asphalt or Concrete Plant, General. Means an establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, cement or concrete products.

Asphalt or Concrete Plant, Limited. Means a temporary establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, cement or concrete products for use on a government funded construction project.

Assisted Living. Means dwelling units used by adult persons needing or desiring assistance with day-to-day living matters, and may include supervised nursing care, and where skilled nursing care is not prohibited but is provided on an intermittent or limited term basis, or if limited in scope, a regular basis. Typical uses include retirement communities in which housekeeping services, common dining facilities and recreational and social activities are offered to residents, state-licensed residential health care facilities not attached to a Nursing Facility and state-licensed intermediate care facility for the mentally retarded. The term Assisted Living does not include Group Home, Group Residence, Hospital or Nursing Facility.

Attached structure. Any building or structure that is physically connected to another by means of the walls or roof touching.

Auditorium or Stadium. Means an open, partially enclosed or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions and other public gatherings. Typical uses include convention and exhibition halls, sports arenas and amphitheaters.

Automated Teller Machine. Means a mechanized consumer banking device operated by a Financial Institution for the convenience of its customers, whether outside or in an access-controlled facility. ATMs located within a Building shall be considered accessory to the Principal Use unless the ATM is likely to be an independent traffic generator.

Bank or Financial Institution. Means an establishment engaged in deposit banking. Typical uses include commercial banks, savings institutions, and credit unions. Bank or Financial Institution also includes ATMs.

Barndominium. Open concept building with large square footage, typically “post and beam” construction.

Basic Industry. Means an establishment engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage or manufacturing processes that involve or have the potential to involve commonly recognized offensive conditions. Typical uses include fat rendering plants; poultry and rabbit dressing; pulp processing and paper products manufacturing; stockyards; slaughterhouses; steel works; tanneries; acid manufacture; cement, lime, gypsum, or plaster of Paris manufacture; distillation of bones; fertilizer manufacture; garbage, offal or dead animals’ incineration, reduction or dumping; glue manufacture; gas manufacture; and petroleum refineries.

Bed and Breakfast Inn. The use of an owner-occupied or manager-occupied residential structure to provide rooms for temporary lodging or lodging and meals for not more than 15 guests on a paying basis.

Billboard. Any sign or advertisement used as an outdoor display for the purpose of making anything known, the origin or point of sale of which is remote from the display.

Block. A tract of land bounded by streets, or by a combination of streets, railway right-of-way or waterways.

Board. Shall mean the board of zoning appeals.

Broadcasting or Recording Studio. Means an establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, including radio, television, film, or sound recording studios.

Building. A structure having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, or chattels. When separated by division walls from the ground up without openings, each portion of such building shall be deemed a separate building.

Building, accessory. A building which is on a foundation that meets the requirements of the adopted building code on the same lot as the main building or principal use, and of a nature customarily incidental and subordinate to the main building or principal use.

Building, auxiliary. A building on the same lot as the main building or principal use which may be on a substandard permanent foundation and of a nature customarily incidental and subordinate to the main building or principal use and does not exceed 99 square feet. For example, a portable metal storage shed on a concrete slab with modified footings is an auxiliary building.

Building, community. A building for social, educational, and recreational activities of a neighborhood or community, provided, that any such use is not operated for commercial gain.

Building, height. The vertical distance measured from the adjoining curb grade to the highest point of the roof, provided, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade along the front of the building.

Building line. A line that is the distance that is required by the city of Haysville Zoning Regulations between a principal structure or accessory structure and the property line of the lot on which the structure is located. This term refers specifically to the exterior face of a wall of an existing structure or the limits to which an exterior face of a wall of a proposed structure may be built but shall not include the face of one story unoccupied gable roofed areas over open porches, entrances or like appendages.

Car Wash. Means an establishment engaged in cleaning or detailing Motor Vehicles, whether self-service or automated.

Cargo container (shipping container). Any portable, weather-resistant receptacle, container or other structure that is designed or used for the storage or shipment of household goods, commodities, building materials, furniture, or merchandise. Not to be used as a base, platform, or location for business identification signs or temporary signs.

Cemetery. Means land used or intended to be used for burial of the dead, whether human or animal, including a mausoleum or columbarium. A Funeral Home may be included as an Accessory Use to a cemetery.

Church or Place of Worship. Means a premises or Site used primarily or exclusively for religious worship and related religious services or established Place of Worship, convent, seminary, or similar facility owned or operated by a bona fide religious group for religious activities.

Class "A" Club. A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the Director of Alcoholic Beverage Control of the Kansas Department of Revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them. No memberships required.

Class "B" Club. A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment. Memberships only.

Commission. The city of Haysville Planning Commission.

Community Assembly. Means an establishment providing meeting, recreational, educational, cultural, or social facilities for a private membership or non-profit association, primarily for

use by members and guests. Typical uses include fraternal organizations, Class A Clubs, philanthropic and eleemosynary institutions, private museums, art galleries, observatories, planetariums, botanical gardens, arboretums, zoos, and aquariums.

Construction Burn Site, General. A location where clean tree waste that is created as a result of accepted construction industry practices of clearing a property prior to development, or as a result of a construction project, such as the installation, replacement, or repair of sewer, water, drainage, paving, or other similar development activities, is permitted to be burned under controlled circumstances four or more times a year. Clean tree waste is defined as trunks, branches and attached leaves of woody perennial plants typically characterized by a main or multiple trunks that support branches and leaves. Lumber, sheet rock, yard waste, insulation, or other material normally disposed of at a construction and demolition, or municipal solid waste landfill is not permitted to be burned or disposed of at a commercial burn site. Construction burn site, general does not include a construction and demolition or a municipal solid waste landfill.

Construction Burn Site, Limited. A location where clean tree waste that is created as a result of accepted construction industry practices of clearing a property prior to development, or as a result of a construction project, such as the installation, replacement or repair of sewer, water, drainage, paving, or other similar development activities, is permitted to be burned under controlled circumstances three or less times a year. Clean tree waste is defined as trunks, branches and attached leaves of woody perennial plants typically characterized by a main or multiple trunks that support branches and leaves. Lumber, sheet rock, yard waste, insulation, or other material normally disposed of at a construction and demolition or municipal solid waste landfill is not permitted to be burned or disposed of at a commercial burn site.

Construction Sales and Service. Means an establishment engaged in the retail or wholesale sale of materials used in the construction and/or maintenance of buildings or other structures and/or grounds, as well as the outdoor storage of construction equipment of materials on lots other than construction sites. Typical uses include lumberyards, home improvements centers, lawn and garden supply stores, electrical, plumbing, air conditioning, and heating supply stores, swimming pool sales, construction and trade contractors' storage yards, landscape installation and/or maintenance services and pest extermination services.

Convenience Store. An establishment engaged in the retail sale of food, beverages, gasoline and other frequently or recurrently needed merchandise for household or automotive use and which may specifically include a car wash as an accessory use, but shall not include vehicle repair.

Correctional Facility. Means a facility providing housing and care for individuals confined for violations of law. Typical uses include jails, prisons, and juvenile detention centers.

Correctional Placement Residence, General. Means a facility occupied by more than 15 individuals, including staff members who may reside there.

Correctional Placement Residence, Limited. Means a facility occupied by three to 15 individuals, including staff members who may reside there.

Court. An open, unoccupied space other than a yard on the same lot with a building or group of buildings, and which is bounded on two or more sides by such building or buildings.

Inner court. A court other than an outer court. The length of an inner court is the minimum horizontal dimension measured parallel to its longest side. The width of an inner court is the minimum horizontal dimension measured at right angles to its length.

Outer court. A court which opens onto a required yard, or street or alley. The width of an outer court is the minimum horizontal dimension measured in the same general direction as the yard, street or alley upon which the court opens. The depth of an outer court is the minimum dimension measured at right angles to its width.

Day Care. Means an establishment that provides care, protection, and supervision for individuals on a regular basis away from their primary residence for less than 24 hours per day. The term does not include the following: (1) kindergartens or nursery schools or other daytime programs operated by public or private Elementary, Middle and High Schools or institutions of higher learning; (2) facilities operated in connection with a shopping center or other principal activity, where individuals are cared for temporarily while parents or custodians are occupied on the premises, or are in the immediate vicinity and readily available; (3) special activity programs, including athletics, crafts instruction and similar activities conducted on a periodic basis by civic, charitable and governmental organizations; or (4) a "preschool" operated by a Church or Place of Worship as an accessory use and that is not leased to another group to operate and that meets the Kansas Department of Health and Environment regulations as a "preschool."

Day Care, General. Means a Day Care center that provides care, protection, and supervision for more than ten individuals at any one time, including those under the supervision or custody of the day care provider and those under the supervision or custody of employees, or a Day Care center for ten or fewer individuals at any one time that is not operated as a Home Occupation.

Day Care, Limited. Means a day care center operated as a home occupation that provides care, protection, and supervision for no more than ten individuals at any one time, including those under the supervision or custody of the day care provider and those under the supervision or custody of employees.

Day Reporting Center. Means a facility that provides nonresidential community supervision services to individuals or offenders who are under supervision of a court and any of whom are required to report to the facility for three or more days per week for six or more hours per day.

Detached Structure. Any building or structure that does not have a wall, roof or other structural member in common with or in permanent contact with another building or structure.

District. Any section of the City for which the regulations governing the use of buildings and premises and the height and area of buildings are uniform.

Dwelling unit. One or more rooms in a dwelling, apartment, condominium, or hotel designed for occupancy by one family for living purposes.

Easement. A grant of specific property rights to land for the use of the public, a corporation or another person or entity.

Family. An individual or two or more persons related by blood or marriage, or a group of not more than five persons (excluding household employees) not related by blood or marriage, living together in a single dwelling unit.

Entertainment Establishment. Mean any event center or any person or entity that provides entertainment.

Event Center. Means premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and that are not open to the public on a daily basis at times other than when an event is scheduled.

Farmer's Market. Means an outdoor place or market area with a formalized location where more than one Kansas farmer or grower gathers to sell agricultural products they have grown or raised. Other activities and other sellers may be accommodated at the market, but the sale of agricultural products shall be the focal point of the market activity. Other products that may be sold would typically include dried flowers, crafts and handicrafts that are made in the home, original artwork, and certain prepared foods.

Freight Terminal. Means a building or area in which freight brought by motor trucks or rail is assembled and/or stored for routing in intrastate or interstate shipment by motor truck or rail.

Frontage. The property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street; or with a dead end street, all property abutting one side of such street measured from the nearest intersecting street and the end of the dead end street.

Frontage lot. That portion of the frontage which lies between the side lot lines of a single lot.

Funeral Home. Means an establishment engaged in preparing the human deceased for burial or cremation and arranging and managing funerals.

Garage.

Private garage. A detached accessory building or portion of a main building for the parking and temporary storage of automobiles of the occupants of the premises, and wherein (a) not more than one space is rented for parking to persons not occupants of the premises; (b) not more than one commercial vehicle per dwelling unit is parked or stored; and (c) the commercial vehicles permitted do not exceed 26,000 pounds gross vehicle weight rating.

Public garage. A building other than a private garage used for housing, care or repair of automobiles, or where such vehicles are equipped for operation, repaired, parked or stored for remuneration, hire, or sale.

Gas and/or Fuel, Storage and Sales. Means the use of a site for bulk storage and wholesale distribution of flammable liquid, gas, or solid fuel, excluding below-ground storage that is clearly ancillary to an allowed principal use on the site.

Golf Course. Means a tract of land developed for the purpose of providing private golf recreation services and support facilities. Included within this definition shall be regulation

Golf Courses, executive Golf Courses, par-three Golf Courses, and any combination thereof on a common tract of land. Specifically excluded shall be pitch and putt courses, independent driving ranges and miniature golf courses.

Governing Body. The mayor and city council of the city of Haysville.

Government Service. Means Buildings or facilities owned or operated by a government entity and providing services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.

Grain Storage. Means facilities for the warehousing of agricultural products. Typical uses include grain elevators.

Green area. A landscape area set aside and maintained by the owner for the aesthetic enjoyment of the public.

Group Home. A dwelling unit as defined by K.S.A. 12-736 as amended, and is occupied by not more than ten persons, including eight or fewer persons with a disability who need not be related by blood or marriage and not to exceed two staff residents who need not be related by blood or marriage to each other or the residents of the home, which dwelling unit is licensed by a regulatory agency of the state, including the Kansas Department of Social and Rehabilitation Services, the Kansas Department of Health and Environment or the Kansas Department of Aging. Group Home also includes state licensed "Home Plus" adult care residences.

Group Residence. A residential facility providing cooking, sleeping and sanitary accommodations for a group of people, not defined as a family, on a weekly or longer basis. Typical uses include fraternity or sorority houses, dormitories, residence halls, boarding or lodging houses, children's homes, children in need of care under the Code for Care of Children and emergency shelters for the homeless and for victims of crime, abuse or neglect and include establishments providing guidance services for persons receiving non-court ordered alcohol or chemical dependence treatment which will comply with all applicable regulatory requirements of federal, state or local government agencies. The term "group residence" does not include "group home" or "correctional placement residence."

Group Residence, General. A group residence that is occupied by more than fifteen persons, including staff members who reside in the facility.

Group Residence, Limited. A group residence that is occupied by six to fifteen persons, including staff members who reside in the facility.

Hard surface. Concrete or other similar surface impervious to water and strong enough for the intended use. A "Hard Surface" differs from an "All- Weather Surface" in that a "Hard Surface" does not include gravel or rock.

Hazardous Operations. Means activities that present serious hazards to human life and health. Typical uses include arsenals, atomic reactors, explosives and fireworks manufacture, hazardous waste disposal, medical waste disposal, and radioactive waste handling.

Heliport. Means the area of land, water, or structure, including any building or facilities thereon, used or intended to be used for the landing and takeoff of helicopters.

Home occupation. A business, profession, occupation or trade conducted in a dwelling unit, for gain or support by a resident of the dwelling unit and which is accessory to the use of the dwelling unit as a residence.

Hospital. Means an institution that: (1) offers services more intensive than those required for room, board, personal services and general nursing care; (2) offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; and (3) regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include offices for medical and dental personnel, central service facilities such as pharmacies, medical laboratories, and other related uses.

Hotel/Motel. Means an establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term use by Transient Guests, usually for less than a week, in which rooms are furnished for the accommodation of such transient guests, which may have as an accessory use one or more dining rooms, and may include individual kitchen facilities. Typical uses include hotels, motels, tourist courts and emergency shelters for the homeless and for victims of crime, abuse or neglect.

Improvements. All facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for residential, commercial or industrial purposes. Improvements shall include all facilities listed in Article VII of the subdivision regulations adopted by the city.

Kennel, Boarding/Breeding/Training. Means premises housing five or more adult dogs, three or more of which are owned by someone other than the property resident, and premises housing over ten adult dogs.

Kennel, Hobby. Means premises housing five to ten adult dogs owned by the property resident.

Landfill. Means a disposal facility employing an engineered method of disposing of solid waste, including demolition and construction debris.

Library. Means a publicly operated facility housing a collection of books, magazines, audio and video tapes, or other material for borrowing and use by the general public.

Livable area. The total contiguous area of a dwelling unit.

Loading space. Space logically and conveniently located for bulk pickups and deliveries, scaled to such vehicles when required off-street parking space is filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. (See also Section 500.)

Lot. A portion or basic parcel of a subdivision or other tract of land intended to be the parcel by which such land would be individually developed and transferred. A building site or parcel of land occupied or intended to be occupied by a building and accessory buildings, and including such open spaces as are required under this article and having its principal frontage upon a public street or officially approved place.

Corner lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the

foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

Interior lot. A lot other than a corner lot.

Through lot. A lot not a corner lot with frontage on more than one street.

TABLE: LOT TYPES

STREET				
CORNER	INTERIOR	THROUGH	INTERIOR	KEY
CORNER	INTERIOR		INTERIOR	INTERIOR
				KEY
STREET				

Lot area. The total horizontal area within the lot line of a lot.

Lot depth. The horizontal distance between the front and rear lot lines measured along the median between the two side lot lines.

Lot lines. The lines bounding a lot as defined herein.

Lot of record. A lot or portions of one or more lots which are a part of a subdivision, the map of which has been recorded in the office of the register of deeds in Sedgwick County or a plot described by metes and bounds, the description of which has been recorded in the office of the register of deeds of Sedgwick County.

Lot split. The dividing or redividing of a lot or lots in a recorded plat of a subdivision into not more than two tracts that meet the criteria established within the subdivision regulations.

Lot width. The horizontal distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines measured along lot depth.

Manufactured home. Means a structure consisting of one or more mobile components manufactured to the standards embodied in the federal Manufactured Home Construction and Safety Standards Act generally known as the HUD Code, established pursuant to 42 U.S.C. 5403. Such units shall provide all the accommodations necessary to be a dwelling unit and shall be connected to all utilities in conformance with applicable regulations. For purposes of these regulations, the term Manufactured Home, when used by itself, shall not include a residential design manufactured home as defined in these regulations.

Manufactured home park. A parcel of land that has been planned and improved in some manner and used or intended to be used by occupied Manufactured Homes not placed on permanent foundations. The term Manufactured Home Park does not include sales lots on

which unoccupied Manufactured Homes, whether new or used, are parked for the purposes of storage, inspection, or sale; nor does it include a tract of land on which a Manufactured Home as a second Dwelling Unit has been permitted on a temporary basis as a Conditional Use in accordance with these regulations.

Manufactured home park boundary line. The outermost property line that encloses the spaces/lots contained within a manufactured home park or subdivision.

Manufactured home space. Shall mean a parcel of ground within a manufactured home park that is designated and intended to accommodate one manufactured home or mobile home, that provides service facilities for water, sewer, and electricity. Also referred to as a lot.

Manufactured home subdivision. Means a subdivision that is platted for Development as individual home sites for Manufactured Homes, modular homes, Residential-Design Manufactured Homes, and site-built Single-Family Dwelling Units, all of which are required to be placed on permanent foundations.

Manufacturing, General. Means an establishment engaged in the manufacture, predominantly from previously prepared materials or from lightweight nonferrous materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding Basic Industry. Typical uses include apparel and garment factories, appliance manufacturing and assembly, bakeries engaged in large-scale production and wholesale distribution, beverage manufacturing and bottling (excluding breweries), boat building and repair, electrical and electronic equipment, food processing (excluding slaughterhouses and rendering plants), furniture and fixtures, jewelry manufacturing, laundry and dry cleaning plants, leather products, meat cutting and wholesale storage, machine shops, motion picture production lots, musical instrument manufacturing, pharmaceutical and toiletries manufacturing, rubber and plastics products manufacturing, tobacco products manufacturing and toy manufacturing.

Manufacturing, Limited. Means an establishment primarily engaged in the on-site production of goods by hand manufacturing that generally involves only the use of hand tools or other equipment not exceeding two horsepower or a kiln not exceeding eight kilowatts, which may include assembly and packaging, as well as incidental, direct sales to consumers of those goods produced on-site. Typical uses include ceramic shops, candle-making shops, custom jewelry manufacturing, electronic and computer products assembly, ice cream manufacturing, millwork and cabinetry, monument and grave marker manufacturing, precision machining of tools, dies and jigs, production of instruments and lenses for medical, dental, optical, scientific, and other professional purposes, and upholstery shops.

Marine Facility, Recreational. Means a facility relating to recreational boating. Typical uses include boat docks, marinas, boathouses, and yacht clubs.

Master plan. Any plan or map adopted by the city for guidance of growth and improvement of the city and its environs including modifications or refinements that may be made from time to time.

Medical Service. Means an establishment providing therapeutic, preventive, or corrective personal treatment services on an out-patient basis by physicians, dentists, and other practitioners of the medical or healing arts, as well as the provision of medical testing and

analysis services. Typical uses include medical and dental offices and clinics, blood banks and medical laboratories.

Metes and bounds means a system of describing and identifying a parcel of land by measures (metes) and direction (bounds) from an identifiable point of reference.

Microbrewery. Means a brewery that: (1) is licensed by the Director of Alcohol Beverage Control of the state Department of Revenue; (2) produces no more than 5,000 barrels of beer per year; and (3) does so in a completely enclosed building.

Mining or Quarrying. Means the extraction of metallic and nonmetallic minerals, excluding Oil or Natural Gas. Typical uses include sand, soil and gravel pit operations, quarries, and mines.

Mobile Food Unit. Means any self-contained vehicle, trailer, cart, wagon, or other type of conveyance from which any food and/or beverage is offered for sale.

Mobile Home. means a movable detached Single-Family Dwelling Unit that was manufactured according to standards prior to 1976 or that does not conform to the Manufactured Home Construction and Safety Standards Act (HUD Code). Such units shall provide all of the accommodations necessary to be a Dwelling Unit and be connected to utilities in conformance with all applicable regulations. The term Mobile Home does not include a Recreational Vehicle.

Monument sales. Means an establishment primarily engaged in the retail sale of Monuments, such as headstones, footstones, markers, statues, obelisks, cornerstones, and ledges, for placement on graves, including indoor or Outdoor Storage.

Multi-Family. Means the use of a site for three or more dwelling units within a single building. Typical uses include triplexes, fourplexes, apartments, residential condominiums, and townhouses.

Neighborhood Swimming Pool. Means any non-publicly owned swimming pool that is not located on the same Lot as a residential Dwelling Unit but that is intended as an amenity for use by the residents and their guests of that subdivision or by a group of subdivisions in the immediate vicinity.

Nightclub. Means an establishment that provides entertainment, which may include the provision of dancing by employees or patrons, and which may or may not serve food or that provides entertainment.

Nonconforming structure or lot. A structure, or lot, lawfully existing at the time this zoning ordinance became effective, or as amended, which does not conform with the setback, height, lot size or other dimensional or property development standards applicable to the zoning district in which the structure or lot is located.

Nonconforming use. Use of any land, building or structure which does not comply with the use regulations of the zoning district in which such use is located but which complied with the use regulations in effect at the time the use was established.

Nurseries and Garden Centers. A place of business where retail and wholesale products and

produce are sold to the consumer. These centers, which may include a nursery and/or greenhouses, import most of the items sold, and may include plants, nursery products and stock, and other garden and farm variety tools and utensils.

Nursing facility. Means any state licensed place or facility operating 24 hours a day, seven days a week, caring for six or more individuals not related within the third degree of relationship to the administrator or owner by blood or marriage and who, due to function impairments, need skilled nursing care to compensate for activities of daily living limitations and includes state licensed “nursing facility for mental health; and a state licensed “residential health care facility” when it is attached to a state licensed Nursing Facility. The term Nursing Facility does not include assisted living, group home, group residence or hospital.

Office, General. Means an establishment providing executive, management, administrative or professional services, but not involving medical or dental services or the sale of merchandise, except as incidental to a Permitted Use. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting and the teaching of these and similar activities, and communication switching facilities and telecommunication carriers that are accompanied by office uses and with all facilities within the building or underground.

Oil and gas drilling. Means the subsurface extraction of oil or natural gas.

Original tract. A tract of land in existence at the time that Sedgwick County adopted subdivision regulations. (July 1, 1969)

Owner. Any person or persons, firm or firms, corporation or corporations, or any other legal entity having legal title to land.

Parks and Recreation. Means a park, playground, or community facility that is owned by or under the control of a public agency or homeowners' association and that provides opportunities for active or passive recreational activities, and a cultural facility that provides cultural services to the public, including a museum, art gallery, observatory, planetarium, botanical garden, arboretum, zoo, or aquarium that is owned by or under the control of a public agency. For purposes of this definition, Parks and Recreation shall include those parks, community facilities, and cultural facilities that are owned by or under the control of a public agency and leased to private entities for recreational activities, including recreational and cultural uses that involve paid admission or that allow the sale of cereal malt beverages or alcoholic beverages for consumption on the premises.

Parking area and/or accessory drive, ancillary. Means an area other than a Private or Commercial Parking Area, Street or Alley that is located in any district from the most restrictive through NO inclusive, and that is used for the Parking of passenger vehicles as accessory parking to a Principal Use that requires the same or a more intensive District than the district in which the Ancillary Parking Area is located. Parking areas--public or customer improved in accordance with the parking appendix.

Parking Area, Commercial. Means an area or structure used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis, other than as accessory parking to a principal nonresidential use.

Parking area, private. An area, other than a Street or Alley, used or intended to be used for the Parking of the Motor Vehicles, boats, Trailers that are exempt from Motor Vehicle registration by the state or are registered or are required by law to be registered with a 2M+ Kansas license plate in the city or 8M in the County, and unoccupied Recreational Vehicles, any of which shall be owned, leased, borrowed, etc. by the occupants of a Dwelling Unit that is located on the same Zoning Lot, and wherein not more than one Commercial Vehicle per Dwelling Unit is parked and the permitted Commercial Vehicle does not exceed 26,000 pounds gross vehicle weight rating.

Parking space. (Automobile) A hard surface, (except may be "all weather" in areas identified as flood plains by the Zoning Administrator), surfaced area on privately owned property within or without a building or on a private or public parking area and sufficient in size for the parking of one automobile. The area shall conform to design criteria set forth in Section 500.

Parts Car. An inoperable motor vehicle, including any vehicle without current registration, which is owned by a collector to furnish parts which will enable the collector to restore, preserve and maintain a special interest vehicle, street rod vehicle or antique.

Pawnshop. Means an establishment primarily engaged in the loaning of money on the security of property pledged in the keeping of the pawnbroker, and the sale of such property. Temporary outdoor display of merchandise for sale is permitted. No other outdoor storage is permitted.

Pedestrian way. A right-of-way for pedestrian traffic.

Personal Care Service. Means an establishment primarily engaged in the provision of frequently or recurrently needed services involving the care of a person or his personal goods or apparel. Typical uses include beauty and barber shops, electrolysis studios, shoe shining and/or repair operations, tailors and neighborhood laundry and dry cleaning operations.

Personal Improvement Service. Means an establishment primarily engaged in the provision of informational, instructional, personal improvement, and similar services of a nonprofessional nature. Typical uses include portrait shops, photography studios, art and music schools, licensed massage therapists, health and fitness studios, swimming clubs, tattooing and body piercing, and handicraft or hobby instruction.

Place. An open unoccupied space other than a street or alley permanently reserved as the principal means of access to abutting property.

Planning consultant. Any person, firm, partnership, association, or corporation contracted to provide professional planning advice or service to the city.

Plat. A drawing/map by a professional surveyor of a tract of land that has been lawfully subdivided meeting the criteria established in the subdivision regulations and duly recorded in the office of the register of deeds of Sedgwick County.

Porch. A roofed structure projecting from a building and separated from the building by the walls thereof and having no enclosing features except roof supports and open railing.

Post office substation. Means a facility or structure owned by the U.S. Postal Service that is used

for the collection, sorting, and distribution of mail within several zip code areas and having limited retail services for the general public, such as the sale of stamps, postcards and postal insurance.

Printing and Copying, Limited. Means an establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.

Printing and Publishing, General. Means the production of books, magazines, newspapers, and other printed matter, as well as record pressing and publishing, and engraving and photoengraving, but excluding printing and copying, limited.

Public way. Any parcel of land unobstructed from the ground to the sky, more than 10 feet in width, appropriated to the free passage of the general public.

Recreation and Entertainment, Indoor. Means a privately-owned establishment offering recreation, entertainment, or games of skill to the general public or members that is wholly enclosed in a building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors, video game arcades, racquetball, and handball courts, and amusement rides. It does not include buildings typically accessory to a subdivision that are for use by the subdivision's residents and their guests.

Recreation and Entertainment, Outdoor. Means a privately-owned establishment offering recreation, entertainment, or games of skill to the general public or members wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters, miniature golf courses, "pitch and putt" facilities, tennis courts, and amusement rides. It does not include golf courses, parks, open space, and recreational facilities typically accessory to a subdivision that are for use by the subdivision's residents and their guests.

Recreational vehicle campground. Means the use of land designated for occupancy by recreational vehicles for temporary or transient living purposes, including the use of camping spaces for tents.

Recycling Collection Station, Private. Means outdoor freestanding containers that are designed to receive, and store pre-sorted recyclable materials not intended for disposal and that are available only to those members or employees of the church, school, office building, or other principal use located on the same property as the station. Containers shall be constructed and maintained with durable waterproof and rust-resistant materials and shall be equipped with lids or doors to prevent access to stored materials by animals or vermin and to preclude stored materials from being scattered by wind. This definition shall not include containers used for curbside recycling or containers used by a commercial or industrial enterprise for collection and/or compression of materials that are a byproduct or integral part of such enterprise.

Recycling Collection Station, Public. Means outdoor freestanding containers not occupying an area greater than 400 square feet (exclusive of area required for vehicular access) that are designed to receive and stored pre-sorted recyclable materials not intended for disposal and that are available to the general public. Containers shall be constructed and maintained with durable waterproof and rust-resistant materials and shall be equipped with lids or doors to prevent access to stored materials by animals or vermin and to preclude stored materials from

being scattered by wind.

Recycling Processing Center. Means a building or land use in excess of 400 square feet devoted to the receipt, separation, storage, baling, conversion, and/or processing of recyclable materials, but not including wrecking/salvage yard.

Replat. The re-subdivision of a tract of land that has previously been lawfully subdivided and a plat of such prior subdivision duly recorded.

Research Services. Means an establishment engaged in conducting basic and applied research, including production of prototype products when limits to the minimum scale necessary for full investigation of the merits of a product, excluding production of products used primarily or customarily for sale or for use in non-prototype production operations.

Residential-Design Manufactured Home. means a Manufactured Home on a permanent foundation that has minimum dimensions of 22 body feet in width, a pitched roof, siding and roofing materials that are customarily used on site-built homes, and that complies with the architectural and aesthetic standards specified in (see Section 504). A Residential-Design Manufactured Home shall be considered a Single-Family Dwelling Unit. (K.S.A. 12-742)

Restaurant. Means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state, including the retail sale of alcoholic liquor or cereal malt beverages for consumption on the premises, but not as a Tavern and Drinking Establishment as defined herein.

Retail, General. Means the sale or rental of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically in this section. Typical uses include grocery stores, department stores, furniture stores, clothing stores and establishments providing the following products or services: household electronic equipment, sporting goods, bicycles, office supplies, home furnishings, household appliances, wallpaper, carpeting and floor-covering, art supplies, kitchen utensils, jewelry, drugs, cosmetics, books, notions, antiques or automotive parts and accessories.

Reverse Vending Machine. Means an automated mechanical device that accepts one or more types of recyclable materials and issues a cash refund or a redeemable credit slip. A reverse vending machine may sort and reduce materials mechanically, provided the entire process is enclosed within the machine.

Riding academy or stable. Means a commercial establishment for boarding, breeding, training, or raising of horses not owned by the owners or operators of the establishment, rental of horses for riding, or other equestrian activities. Riding Academy or Stable shall not include Rodeo.

Rock crushing. Means an establishment engaged in crushing rock or stone milling.

Rodeo. Means a competition, exhibition, or demonstration involving persons, equines, and/or bovines in which participants display various skills in one more events such as, but not limited to, bareback riding, saddle bronco riding, street wrestling, roping, team roping, tie-down roping, barrel racing, bull riding, or similar events.

Safety Services. A facility for conduct of public safety and emergency services, including fire and police protection services and emergency medical and ambulance services.

Salvage material. Means material, including but not limited to, scrap brass, scrap copper, scrap iron, scrap lead, scrap tin, scrap zinc and all other scrap metals and alloys, bones, rags, used cloth, used rope, used rubber, used tinfoil, used bottles, playground equipment, old or used machinery of any type, used tools, used appliances, used fixtures, used furniture, used utensils, used lumber, used boxes or crates (fabricated of any material), used pipe or pipe fittings, used conduit or conduit fittings, used automotive parts, used tires, and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition.

School, Elementary, Middle, & High. The use of a site for instructional purposes on an elementary or secondary level, including both public schools as well as private schools that have curricula similar to those in public schools.

Screening. Fencing, evergreen vegetation or landscaped earth berms maintained for the purpose of concealing from view the area behind such fences, evergreen vegetation or berms.

Secondhand Store. Means a retail establishment other than an antique store that engages in the purchase and resale of used goods such as clothing, furniture, appliances, books, and other household items. Temporary outdoor display of merchandise for sale is permitted. No other outdoor storage is permitted.

Service Station. Means an establishment primarily engaged in the retail sale of gasoline or other motor fuels that may include accessory activities, such as the sale of lubricants, automotive accessories, or supplies, the lubrication or washing of motor vehicles, the minor adjustment or repair of motor vehicles and may specifically include a car wash.

Setback line. The distance that is required by this Code between a Principal Structure or Accessory Structure and the property line of the Lot on which the Structure is located. (Note: The term Setback refers to a required minimum area, while the term Yard refers to the actual open area.)

Sexually Oriented Business. Means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Short-term Residential Rental. Means any non-owner-occupied dwelling which (1) contains rooms furnished for the purposes of providing lodging to transient guests; (2) is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are available for pay or compensation by transient guests; and (3) rental is less than 28 days.

Signs. As defined by Appendix D, Haysville Municipal Code.

Sight/Vision Triangle. A triangular area on a lot that is located adjacent to the area where two streets intersect. The triangle has two sides measured from the center of right-of-way, and a third side across the lot which connects the ends of the two sides. In all districts, the two lot lines establishing the sight triangle shall be a minimum distance of 60 feet. However, such standards may be increased to reflect unusual topography, sight distance, angle of street

or roadway, vegetation or intensity of traffic volumes or speed. At street intersections, which are provided automatic traffic signalization, the Administrative Committee may modify or waive the sight triangle restrictions. The Zoning Administrator or City Inspector shall determine, upon request, the location of any sight triangle. (Code 2023)



Single-Family. Means the use of a lot for only one detached principal dwelling unit, excluding a structure used as a group residence, that may be a residential design manufactured home but shall not be a mobile home.

Solid Waste Incinerator. Means a permanent facility operated alone or in conjunction with a recycling processing center or landfill for the purpose of burning solid waste or trash and converting it to ash.

Street. A thoroughfare, whether public or private, 25 feet or more in width. For the purpose of this chapter, the word “street” shall include the words “road,” “highway,” “boulevard,” “avenue,” etc.

Residential street. Any street designed primarily to provide access to abutting property to include lanes, drives, circles, boulevards, or any other designation that might be given to such streets.

Road or roadway. The paved or improved area existing on the street right-of-way exclusive of sidewalks, driveways or related uses.

Sub collector. Any street designed to provide passage to residential streets and convey traffic to collector streets or through traffic to lower order streets.

Storage, Outdoor as Principal Use. Means the keeping, storing, placing or locating outside of an enclosed structure for more than 72 consecutive hours any property, goods, products, equipment, trailers, portable storage containers, or other similar items not considered accessory uses as listed in this code. The term storage, outdoor (or outdoor storage) does not include vehicle storage yard.

Street lines. A property line identified between a parcel of land and the street right of way.

Structure or building. Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, billboards and poster panels. For the purpose of this

chapter, fences will not be considered structures.

Subdivider. The owner, or any other person, firm or corporation authorized by the owner, undertaking proceedings under the provisions of the subdivision regulations for the purpose of subdividing land.

Subdivision. Any division or redivision of land by means of mapping, platting, conveying, changing, or rearranging of boundaries, or otherwise, and shall also relate to the process of subdividing or other land subdivided, where appropriate to the context.

Tattooing and Body Piercing Facility. Means any room or space, or part thereof, where the act of tattooing, body piercing, or permanent color technology is conducted.

Tavern and Drinking Establishment. An establishment engaged in the preparation and retail sale of alcoholic liquor or cereal malt beverage for consumption on the premises that derives in a six- month period less than fifty percent (50%) of its gross revenues from the sale of food and beverages for consumption on the premises. For the purposes of this Code, the term Tavern and Drinking Establishment shall include Class B Club.

Teen Club. Means any building or part or other enclosed place where a teen dance is held or teen dancing is permitted.

Three-Four Family. Means the use of a lot for three or four principal dwelling units within a single building.

Tiny Home. Means the use of a lot for one detached principal dwelling unit not to exceed 599 square feet in size.

Transfer Station. Means any enclosed facility where solid wastes are transferred from one vehicle or rail car to another or where solid wastes are stored and consolidated before being transported for disposal elsewhere.

Transient Guest. Means a person who occupies a short-term residential rental for not more than twenty-eight (28) consecutive days.

Two Family. Means the use of a lot for two principal dwelling units within a single building.

University or College. Means an institution of higher education (post High School) offering undergraduate or graduate degrees in higher learning, including seminaries.

Use, principal. The main and primary purpose for which land or a structure is designed, arranged or intended, or for which it may be occupied or maintained under this ordinance.

Utility, Major. Means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term Utility, Major shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities, communication switching facilities that are accompanied by office

uses, telecommunication carrier with transmission equipment for long-distance call and

high- speed Internet connections with one or more telecommunication carrier located within a building, or other uses defined in this section.

Utility, Minor. Means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor structures, such as poles and lines, and structures not exceeding 150 cubic feet in size and six feet in height that do not generate discernable noise, odor or vibration within any nearby residential district, and that comply with the setback requirements of the district in which they are located.

Variance. To authorize in specific cases a deviation from the specific terms of the zoning ordinance, which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will, in an individual case, result in unnecessary hardship, and provided the spirit of the zoning ordinance shall be observed, public safety and welfare secured and substantial justice done. Such variance shall not permit any use not permitted by the zoning ordinance in such district.

Vehicle and Equipment Sales, Outdoors. Means an establishment engaged in the retail or wholesale sale or rental, from the premises, of motor vehicles or equipment, along with incidental service or maintenance. Typical uses include new and used automobile and truck sales, automobile rental, boat sales, motorcycle sales, construction equipment rental yards, trailers and/or moving trailer rental.

Vehicle, Commercial. means any truck, van, panel truck, delivery van, Trailer, semitrailer or pole trailer drawn or designed to be drawn by a Motor Vehicle, which vehicle was designed, used and/or maintained for the transportation of more than ten persons or the delivery of property for hire, compensation, profit or in the furtherance of any commercial enterprise.

Vehicle, Inoperable. means any vehicle that is unable to operate or move under its own power. It shall also mean any Motor Vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition that includes having no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal, and safe manner. It shall also mean any vehicle with an absence of display of current registration. An Inoperable Vehicle shall not include vehicles needing only the inflation of tires, the installation of a battery or the addition of fuel in order to operate. In the City, an Inoperable Vehicle shall also include any Vehicle with uninflated tires or otherwise meeting the definition of Inoperable Vehicle in Title 8 of the Code of the City of Wichita.

Vehicle, Motor. means every motorized vehicle, other than a motorized bicycle or a motorized wheelchair, that is self-propelled, and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails. See Vehicle, Commercial and Vehicle, Passenger.

Vehicle, Passenger. means a Motor Vehicle that is designed primarily to carry ten or fewer passengers, and that is not used as a Commercial Vehicle.

Vehicle, Recreational. means a unit designed as temporary living quarters for recreational, camping or travel use that has a body width not exceeding eight feet and a body length not exceeding 40 feet. Units may have their own power, or designed to be drawn or mounted on

a Motor Vehicle. Recreational Vehicle shall include motor homes, travel trailers, truck campers, camping trailers, converted buses, houseboats or other similar units as determined by the Zoning Administrator. A Recreational Vehicle may or may not include individual toilet and bath.

Vehicle Repair, General. Means an establishment primarily engaged in painting of or body work to Motor Vehicles or heavy equipment. Typical uses include paint and body shops.

Vehicle Repair, Limited. Means a use providing repair of Motor Vehicles or maintenance services within completely enclosed Buildings, but not including paint and body shops or other general Vehicle Repair services. Typical uses include businesses engaged in the following activities: (1) electronic tune-ups; (2) brake repairs (including drum turning); (3) air conditioning repairs; (4) transmission and engine repairs; (5) generator and starter repairs; (6) tire repairs; (7) front-end alignments; (8) battery recharging; (9) lubrication; and/or (10) sales, repair and installation of minor parts and accessories, such as tires, batteries, windshield wipers, hoses, windows, etc.

Vehicle Storage Yard. Means the keeping outside of an enclosed building for more than 72 consecutive hours of one or more motor vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include wrecking/salvage yard.

Vocational School. A use providing education or training in business, commercial trades, language, arts or other similar activity or occupational pursuit, and not otherwise defined as a University or College or Elementary, Middle, and High School.

Warehouse, Self-Service Storage. Means an enclosed storage facility of a commercial nature containing independent, fully enclosed bays that are leased to persons exclusively for dead storage of their household goods or personal property.

Warehousing. Means the storage of materials, equipment, or products within a building for manufacturing use or for distribution to wholesalers or retailers, as well as activities involving significant movement and storage of products or equipment. Typical uses include major mail distribution centers, frozen food lockers, and moving and storage firms, but excluding self-service storage warehouses.

Welding or Machine Shop. Means a workshop where machines, machine parts, or other metal products are fabricated. Typical uses include machine shops, welding shops, and sheet metal shops.

Wholesale or Business Services. Means an establishment primarily engaged in the display, storage and sale of goods or services to other firms.

Wireless Communication Facility. Means a Lot containing equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, but not limited to: (A) a wireless support structure consisting of a freestanding support structure, such as a monopole, guyed, or self-supporting tower or other suitable existing or alternative structure designed to support or capable of supporting wireless facilities; (B) a base station that supports or houses an antenna, transceiver, coaxial cables, power cables or other associated equipment at a specific site that is authorized to communicate with

mobile stations, generally consisting of radio transceivers, antennas, coaxial cables, power supplies and other associated electronics; (C) equipment associated with wireless services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and/or (D) radio transceivers, antennas, coaxial or fiber- optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration.

Wrecking/Salvage Yard. Means a lot, land, or structure, or part thereof, used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards.

Yard. An open space, other than a court, on the same lot with a building or group of buildings, which open space lies between the building or group of buildings and the nearest lot line, is unoccupied and unobstructed from the ground upward, except as provided in this chapter.

Front yard. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front property line and the building line. On corner lots, the street address shall determine the primary front yard requirement which shall have the required front yard depth and the subordinate front yard other shall have no less than fifteen (15) feet.

Rear yard. A yard extending across the full width of the lot between the nearest rear main building and the rear lot lines. The depth of the required rear yard shall be measured horizontally from the nearest part of a main building toward the nearest point of the rear lot lines. In case of through lots and corner lots there will be no rear yards, but only front and side yards.

Side yard. From the front yard to the point of intersection of the rear yard or property line, when no rear yard exists.

Street yard. The area of a lot, which lies between the property line abutting a street and the street wall line of the building. If a building has a rounded street wall or if the building is on an irregular-shaped lot, wall lines extending parallel to the street wall from the points of the wall closest to the side property lines shall be used to define the limits of the street yard.

ARTICLE 3. GENERAL REGULATIONS

300 BASE DISTRICTS

The Zoning Districts presented in this article are referred to as “Base Districts” because they establish the basic zoning regulations that apply to all properties classified in, or shown on, the Official Zoning Map as in that Zoning District. All land in the city has a Base District classification. Base District regulations control the types of uses allowed and the way in which uses, and buildings may be developed on a site. The Base District regulations are the default regulations - they always control unless expressly overridden by or pursuant to any applicable Overlay Zoning District regulations.

Districts will be divided as follows:

- A. Residential - SF15, SF, SFZ, TH, TF, MF4, MFA, MH;
- B. Commercial - HMC, OC, LC, HC;
- C. Industrial - LI, HI;

301 DISTRICT MAP ADOPTED

A. Boundaries of the zoning districts set out in Section 300 are hereby established as shown on the map designated as the official zoning map. The map and all the notations, references and information shown thereon are hereby made as much a part of this chapter as if the same were set forth in full herein. It shall be the duty of the city clerk to keep in file in his or her office an authentic copy of the map, all charges, amendments or additions thereto, and duplicate copies thereof shall be kept on file in the zoning office.

B. When definite distances in feet are not shown on the zoning district map, the district boundaries are intended to be along existing street, alley, or platted lot lines or extension of the same, and if the exact location of such line is not clear, it shall be determined by the zoning administrator, due consideration being given to location as indicated by the scale of the zoning district map.

C. When the streets or alleys on the ground differ from the streets or alleys as shown on the zoning district map, the zoning administrator may apply the district designations on the map to the streets and alleys on the ground in such manner as to conform to the intent and purpose of the zoning regulations.

D. While both ordinances may be published on the same day, the annexation ordinance must be published first if they are published on separate days.

E. All land hereafter annexed shall be classified as SF15, SF or SFZ, as designated by the annexation ordinance. The property owner, Planning Commission or governing body may file an application initiating a request for a change in zoning classification to any other district and/or for a conditional use. Such changes may be considered during the process of annexation. While the Planning Commission may hold the required public hearing on a rezoning change or conditional use application prior to annexation, the effectuating ordinance for the zone change or conditional use cannot be published until the land is first annexed into the city. While a zone change or conditional use ordinance and annexation ordinance may be published on the same day, the annexation ordinance must be published first if they are published on separate days. Whenever any street, alley or other public way is vacated by official action of the governing body, the zoning districts adjoining each side of such street, alley or public way shall automatically extend to the center of such vacation and all the area included in this vacation shall then and thenceforth be subject to all regulations of the extended district.

302 BOUNDARIES OF DISTRICTS

The boundaries of the districts are, unless otherwise indicated, the centerline of streets and alleys.

303 REGULATIONS; ALL DISTRICTS

The rules and regulations governing all zoning districts in the city shall be as follows:

A. Except as specifically noted in this article, the type of construction permitted will be governed by the building codes duly adopted and in use in the city.

B. No yard, court or other open space provided about any building for the purpose of complying with the provisions of this chapter shall be diminished in any way or again used, in whole or in part, as a yard, court or other open space for another building.

C. Except as hereinafter provided:

1. No building or structure shall be erected, converted, enlarged, reconstructed or structurally altered for use, nor shall any building or structure or land to be used or changed in use to not comply with all of the district regulations established by this chapter for the district in which the building, structure or land is located, except as noted in Article 6.
 2. The yard regulations and the lot area provisions required by this chapter shall be considered minimum regulations for each and every building or structure existing at the time of the effective date of this chapter for any building or structure hereafter erected or structurally altered. No land required for yards or for lot area provisions now in use for an existing building or structure hereafter erected or structurally altered shall be considered as a minimum for a yard or lot area for any other building or structure.
 3. Every building or structure hereafter erected, enlarged or converted to a use which requires off-street parking shall provide garage space or parking space in compliance with all of the district regulations established by this chapter for the district in which the building or structure is located.
 4. Every building or structure hereafter erected, enlarged or converted for commercial or industrial purposes, shall provide reasonable facilities for the loading or unloading of goods in compliance with all the district regulations established by this chapter for the district in which the building, structure or land is located.
- D. Offices, sheds, warehouses and open-air storages used by building contractors in connection with the building of a principal building or the development of an area, may be erected and used in any district; provided, that they shall be removed from the premises within 10 days after substantial completion of the project or unusual suspension of work, or upon permit expiration, whichever is the earlier date. (See Section 704 for permit procedure.)
- E. It shall be unlawful to remove minerals from the ground except in "HI" Heavy Industrial Districts (excluding water).
- F. It shall be unlawful to use a manufactured home as a dwelling structure or habitation except in "MH" Manufactured Home Parks or Subdivisions and in compliance with all the regulations and requirements contained in the current ordinance regulating manufactured homes in Section 408.
- G. The required front and side yard areas shall be landscaped and maintained in good condition.
- H. Whenever a provision appears requiring the head of a department or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.
- I. Setbacks
1. Where there are though lots, front yard requirements shall apply to both streets.
 2. No portion of any buildings shall not be located in any platted or recorded

easement or alley.

3. When recorded plats show setbacks greater than the minimum setback requirements - the greater setbacks shall be used.
4. A side yard setback of 25 feet shall be provided for all schools, libraries, churches, community houses and other public and semi-public buildings on the side of the lot adjoining another building site.

- J. No part of any structure, including a wind energy conversion system, may project through the plane defining maximum height, except for the following structures:
1. Chimneys, flues, stacks, fire escapes, elevator enclosures, ventilators, skylights, water tanks and similar roof structures needed to operate and maintain the building on which they are located.
 2. Flagpoles, steeples, bell towers, carillons, monuments, and cupolas.
 3. Wireless communication facilities must be in accordance with Appendix section: Wireless Communications.

304 ACCESSORY USES AND STRUCTURES, ALL DISTRICTS

- A. Accessory Uses and Structures. Are permitted in connection with any lawfully established Principal Use, except as otherwise expressly provided in these Zoning Regulations.
1. Must meet district accessory setback requirements.
 2. Can only be located in the side or rear yards.
 3. Shall not be located closer than three feet from the primary structure.
 4. If an existing detached accessory structure conforms to current code and meets setback requirements a permit may be approved for additional construction.
 5. Shall not encroach on any easement and may not block drainage.
- B. Allowed Accessory Structure Location by District.
1. SF15 - Side and/or rear yard.
 2. SF - Side and/or rear yard.
 3. SFZ - Rear yard.
 4. TH - Rear yard, only two accessory structures are allowed, 5 feet setback from side/rear lot line.
 5. TF, MF4, MFA - Rear yard.
 6. MH - Side and/or rear yard, 3 feet setback from the side or rear lot line.
 7. HMC, OC - Rear yard.
 8. LC & HC - Side and/or rear yard.
 9. LI & HI - Side and/or rear yard.

Article 4. Zoning Districts.

400. USE CHART; PERMITTED AND CONDITIONAL USES

P = Permitted Use C = Conditional Use

Use Type	Zoning Districts													Conditions
	S	S	S	T	T	M	M	H	O	L	L	H		
	1	5	F	Z	H	F	A	M	C	C	C	I	I	
Residential														
Single-Family	P	P	P	P	P	P	P	P						
Two-Family						P	P	P						
Three and Four-Family						C	P	P						
Multi-Family						C	C	P						
Manufactured Home	P							P						
Manufactured Home Subdivision								P						
Manufactured Home Park								P						
Accessory Apartment	C	C								C	C	C	C	
Assisted Living	C	C				C	C	P	C	P	P	P		
Group Home	P	P				P	P	P	P	P	P			
Group Residence, Limited	C	C				C	C	P		P	P	P		
Group Residence, General							C			P	P			
Public and Civic														
Auditorium or Stadium											P	P	P	
Cemetery	C	C	C			C	C	C			C	C	C	C
Church or Place of Worship	P	P				C	C	C			P	P	P	P
Community Assembly	C					C	C	P	C		P	P	P	P
Correctional Facility												P	P	
Correctional Placement Residence, Limited										P	P	P	P	P
Correction Placement Residence, General											P	P	P	P
Day Care, Limited	P	P				P	P	P	P	P	P	P	P	C
Day Care, General	C	C				C	C	P	C	P	P	P	P	C
Day Care Reporting Center												P	C	C
Golf Course	P	P				P	P	P	P		P	P	P	P
Government Service	C	C				C	C	C		C	P	P	P	P
Hospital								P	P		P	P	P	P
Library	P	P				P	P	P	P	P	P	P	P	P
Neighborhood Swimming Pool	C	C				C	C	C	C	C	C	C		
Nursing Facility								P			P	P	P	C
Parks and Recreation	P	P				P	P	P	P	P	P	P	P	P
Recycling Collection Station, Private	P	P				P	P	P	P	P	P	P	P	P
Recycling Collection Station, Public											P	P	P	P
Recycling Processing Center												P	P	P
Reverse Vending Machine											P	P	P	P
Safety Service	C	C				C	C	C	C	C	P	P	P	P
School, Elementary, Middle & High	P	C				C	C		C					
University or College								P			P	P	P	P
Utility, Major	C	C				C	C	C	C	C	C	C	C	C
Utility, Minor	P	P				P	P	P	P	P	P	P	P	P

Provided any operation that is not entirely conducted within an enclosed building shall be required to place all items stored on an all-weather surface and must be screened from adjacent properties and any public roadway.

Use Type	Zoning Districts													Conditions
	S	S	S	T	T	M	M	H	O	L	H	L	H	
	1	5	F	Z	H	F	M	M	H	C	C	C	I	
Commercial														
Airport or Airstrip													C	C
Animal Care, Limited										P	P	P	P	
Animal Care, General										C	P	P	P	
Automated Teller Machine										P	P	P	P	P
Bank or Financial Institution										P	P	P	P	P
Bed and Breakfast Inn	C	C			C	C	C			P	P	P		
Broadcast/Recording Studio										P	P	P	P	P
Car Wash										P	P	P	P	
Construction Sales and Service										P	P	P	P	Provided materials and equipment are prohibited in the front setback, all material on premises of the outside storage area shall be located on a hard or all-weather surface and arranged to permit reasonable inspection and access to all parts of the premises by fire, police, and city authorities and must be screened from adjacent properties. Rock, decorative pavers or statues, and any live plant materials shall not require all weather surface but shall be kept in an orderly manner and must still meet screening requirements.
Convenience Store										P	P	P	P	
Entertainment Establishment										P	P	P	P	
Event Center										P	P	P	P	
Farmer's Market										P	P	P	P	
Funeral Home										P	P	P	P	
Heliport							C			C	C	C	C	
Hotel or Motel									P	P	P	P	P	
Kennel, Hobby													P	P
Kennel, Boarding/Breeding/Training													P	P
Marine Facility, Recreational							P			P	P	P	P	
Medical Service							P			P	P	P	P	
Microbrewery									P	P	P	P	P	
Mobile Food Unit										C	P	P	P	
Monument Sales										C	P	P	P	
Nightclub									P	P	P	P	P	
Nurseries and Garden Centers										P	P	P	P	
Office, General										P	P	P	P	
Parking Area and/or Accessory Drive, Ancillary	C	C			C	C	C	C						
Parking Area, Commercial										C	C	C	C	
Pawnshop										P	P	P	P	
Personal Care Service										P	P	P	P	
Personal Improvement Service										P	P	P	P	
Post Office Substation										P	P	P	P	
Printing and Copying, Limited										P	P	P	P	
Printing and Publishing, General										C	C	P	P	P
Recreation and Entertainment, Indoor										P	P	P	P	
Recreation & Entertainment, Outdoor										C	P	P	P	
Recreational Vehicle Campground										C	P			
Restaurant									P	P	P	P	P	
Retail, General									P	P	P	P	P	
Riding Academy or Stable	C										P	P	P	
Rodeo											P	P	P	
Secondhand Store										P	P	P	P	
Service Station										P	P	P	P	Provided related parts and accessory sales with outside storage of recyclable materials included, as follows: i. Liquids, not to exceed one 300-gallon drum; ii. Tires, to be stored in a container not to exceed 100 cu.ft. located at least 18" off the ground; and iii. Scrap metal, to be in a container not to exceed 100 cu.ft.
Sexually Oriented Business														
Short-term Residential Rental	P	P	P		P									Permit required.
Tavern and Drinking Establishment									P	P	P	P	P	
Teen Club									P		P	P	P	
Vehicle and Equipment Sales, Outdoor										C	P	P	P	Provided all vehicles displayed are in operable condition; no part/piece storage is permitted outside; all maintenance (excluding washing/waxing) is conducted inside a building; the storage is on a properly drained hard or all-weather surface; and loading/unloading of vehicles takes place off of public streets.
Vehicle Repair, Limited										P	P	P	P	
Vehicle Repair, General											P	P	P	Provided no inoperable vehicle storage for more than 45 days.
Vocational School									P		P	P	P	
Warehouse, Self-Service Storage										C	C	P	P	
Wireless Communication Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	

Use Type	Zoning Districts														Conditions
	S	S	S	T	T	M	M	H	O	L	H	L	H		
	1	5	F	F	Z	H	F	F	A	H	C	C	C	I	
Industrial, Manufacturing and Extractive															
Asphalt or Concrete Plant, Limited	C					P	P	P	P		P	P	P	P	
Asphalt or Concrete Plant, General											C	C	P	P	
Basic Industry														P	
Construction Burn Site, Limited													P	P	
Construction Burn Site, General													C	C	
Freight Terminal													P	P	
Gas and/or Fuel Storage and Sales												C	P	P	
Hazardous Operations														C	
Landfill														C	C
Manufacturing, Limited	C										C	P	P	P	Provided all manufacturing is conducted wholly within a completely enclosed building.
Manufacturing, General	C											P	P	P	Provided all manufacturing is conducted wholly within a completely enclosed building.
Mining or Quarrying	C	C				C	C	C		C	C	C	C	C	
Oil and Gas Drilling	C	C				C	C	C		C	C	C	C	C	
Research Services													P	P	P
Rock Crushing	C	C				C	C	C		C	C	C	C	C	
Solid Waste Incinerator	C	C				C	C	C		C	C	C	C	C	
Storage, Outdoor, as a Principal Use												P	P	P	outdoor storage must have an all-weather surface and be screened from adjacent properties and any public roadway, and no inoperable vehicle storage for more than 45 days.
Transfer Station													C	C	
Vehicle Storage Yard												C	C	C	Outdoor storage must have an all-weather surface and be screened from adjacent properties and any public roadway, and no inoperable vehicle storage for more than 45 days.
Warehousing												P	P	P	
Welding or Machine Shop												P	P	P	Provided if this use abuts residential, the area is screened by a minimum six-foot-tall opaque screen.
Wholesale or Business Services												P	P	P	
Wrecking/Salvage Yard															
Agricultural															
Agriculture	P	P				P	P	P	P	P	P	P	P	P	
Agriculture Processing													P	P	
Agriculture Research	C										P	P	P	P	
Agriculture Sales and Service	C										P	P	P	P	
Grain Storage											C	C	P	P	

401. RESIDENTIAL; “SF15” SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT REGULATIONS

This district is to accommodate large lot, single-family residential development, and areas where some public services are available and where soils are capable of accommodating septic tanks.

- A. Principal Uses. As allowed in the “SF15” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 15,000 square feet
 - 2. Minimum Lot Width: 75 feet
 - 3. Minimum Lot Depth: 100 feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 25 feet
 - a. Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street for all structures.
 - b. An open, unenclosed porch (no screens or windows) may project into a required front yard setback by eight feet but shall not encroach upon any platted or recorded easement. May have safety railing, maximum height 36 inches.
 - 2. Rear Yard Setback: 25 feet
 - 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 - 4. Rear/Side Yard Accessory Setback: 3 feet
 - 5. Maximum Structure Height: 35 feet
 - a. 45 feet if located at least 25 feet from all lot lines. No maximum height limit for barns, silos and other similar farm buildings; conditional uses to be determined as part of the conditional use permit.
- E. Parking Regulations. See Appendix.
- F. Special “SF15” district regulations.
 - 1. Lot size requirements for nonresidential uses and uses served by private water supply.
 - a. The minimum lot size requirement for residential uses served by private water supply shall be 40,000 square feet.
 - b. The minimum lot size for nonresidential uses shall be established by the zoning administrator.
 - 2. Lot size requirements for uses served by sewage lagoons.
 - a. The minimum lot size requirement for uses served by sewage lagoons shall be five acres.

3. Permitted Animals. The following animals are permitted.
 - a. Dogs and Cats in accordance with city Code.
 - b. Large and Small Domestic animals including, but not limited to rabbits, fowl, bovine cattle, horses, sheep, and goats, in accordance with each of the following standards:
 - i. Providing at least ten thousand (10,000) square feet of fenced open space per animal if the animal shelter or enclosure is within three hundred (300) feet of any dwelling on adjoining premises.
 - ii. Maintaining the animals within a fenced enclosure.
 - iii. Cleaning the domestic animal shelters at least once each week or as often as necessary to prevent or control odors and fly breeding; provided, however, that this shall not apply to grazing areas.
 - iv. Disposing of collected fecal material and other solid organic waste at a sanitary landfill or fertilizer processing plant or by proper disposal on land used for agricultural purposes.
 - v. Storing grain or protein food in tightly covered, rodent-proof, metal containers or rodent-proof bins.
 - vi. Maintaining the premises free of rodent harborage.
 - vii. Using anticoagulant rodenticides for the control of rodents and organophosphorus insecticides for the control of flies or providing other effective chemical means for the control of rodents and flies.
 - viii. Using soil sterilants and herbicides or other effective means for the control of weeds and grass around structures and buildings.
 - ix. Constructing and maintaining animal shelters and enclosures, including fences, by the use of dimension materials or other effective means so as to prevent domestic animals from breaking out or causing hazard to persons or property.
 - x. Storing refuse in proper containers or in a manner approved by the health officer and disposing of such refuse at least once each week or as frequently as may be required by the health officer.
 - xi. Storing solid waste accumulated from the cleaning of domestic animal shelters in metal or plastic containers with tightfitting metal or plastic lids and disposing of such solid waste at least once each week.
 - xii. Providing proper drainage so that there is no accumulation of rainfall or liquid waste.

402. RESIDENTIAL; "SF" SINGLE-FAMILY RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "SF" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 1. Minimum Lot Size: 6,000 square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet.

- D. Bulk Regulations.
1. Front Yard Setback: 25 feet
 - a. Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 - b. An open, unenclosed porch (no screens or windows) may project into a required front yard setback by eight feet but shall not encroach upon any platted or recorded easement. May have safety railing, maximum height 36 inches.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 4. Rear/Side Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 45 feet on all structures
 6. Minimum Area of Dwelling: 600 square feet
- E. Parking Regulations: See Appendix

403. RESIDENTIAL; "SFZ" SINGLE-FAMILY/ZERO LOT LINE RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "SFZ" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
1. Minimum Lot Size: 5,000 square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet
- D. Bulk Regulations.
1. Front Yard Setback: 15 feet on interior lots.
 - a. On corner lots, 25 feet on all sides abutting a street, except that 15 feet is permitted where such frontage is adjacent to an interior zero lot line lot.
 2. Side Yard Setback:
 - a. On the zero-setback side no windows or doors are allowed.
 - b. A minimum of 10 feet shall be required between structures.
 - c. Overhanging eaves and gutters are permitted, provided that provisions for their extension and maintenance over adjacent property are contained in the restrictive covenants.
 - d. Chimneys and egress windows may project into the required setback but shall not encroach upon any platted or recorded easement.
 3. Rear Yard Setback: 15 feet
 4. Rear Yard Accessory Setback: 3 feet
 5. Minimum Area of Dwelling: 600 square feet
 6. Maximum Structure Height: 35 feet on all structures

- E. Parking Regulations. Each dwelling must have two adequate parking spaces in the driveway area.
- F. General Conditions
 - 1. Land used for an “SFZ” District Shall must be located as a self-contained unit of development such as that created by:
 - a. Cul-de-sac or zero lot line lots which face similar types of lots across a residential street which does not carry substantial volumes of traffic; or
 - b. Lots which face a land use other than existing or future single or two-family dwellings.
 - 2. On the zero-setback side exterior materials must be constructed with fire rated materials of two hours.
 - 3. A fencing and/or screening design plan for all SFZ lots shall be submitted showing how privacy for each lot and its relationship to other lots will be achieved.
 - 4. Restrictive Covenants are required and shall guarantee:
 - a. Maintenance of the fencing or screening.
 - b. Maintenance access for structures in close proximity to one another.
 - c. Other restrictions necessary to carry out the intent of the overall design concept.

404. RESIDENTIAL; “TH” TINY HOME DISTRICT REGULATIONS.

- A. Principal Uses. As allowed in the “TH” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See section 304.
- C. Homeowners Association. For each subdivision located in the “TH” Tiny Home Residential District, a property owners’ or homeowners’ association shall be established for the purpose of ownership, maintenance, and management of any and all open spaces, common areas, and private streets in accordance with K.S.A. 58-4601 et seq.
- D. Bulk Regulations.
 - 1. Maximum area of dwelling - 599 square feet for each primary structure.
 - a. Lot area - the lot area for “TH” Tiny Home family dwellings and accessory buildings shall be not less than 2,100 square feet.
 - 2. Lot width - the lot width shall be not be less than 30 feet.
 - 3. Lot depth - the minimum lot depth shall be not be less than 70 feet
 - 4. Front yard
In the “TH” Tiny Home District the minimum front yard setback shall be 10 feet on interior lots. On corner lots, 10 feet on all sides abutting a street.
 - 5. Side yard

- a. In all locations where building lines or side lines on corner lots are shown on plats and are recorded, the minimum width of the side yard shall be the same as the distance between the side lot line and the building line shown on the plat.
- b. No building shall be less than five (5) feet from the property line or encroach on any recorded or platted easement. Overhanging eaves, gutters, and chimneys are not permitted in the side yard setback.

6. Rear yard

- a. There shall be a rear yard having a depth of not less than 15 feet. Provided further, that chimneys may project into the required rear yard but shall not encroach upon any platted or recorded easement.

7. Height Regulations

No building shall exceed two stories or 25 feet in height.

E. General Conditions.

1. Land used for a "TH" District: Shall, as a condition of zoning, be platted according to City Subdivision Regulations with specific attention given to drainage or utility easements which may be created by the particular design concept.
2. Utility lines, including but not limited to electric, communications, street lighting and cable television shall be required to be placed underground. The subdivider is responsible for complying with the requirements of this section, and he/she shall make the necessary arrangements with the utility companies for the installation of such facilities. For the purposes of this section, appurtenances and associated equipment in an underground system may be placed above ground but not in the public right-of-way. The planning commission may recommend and City Council may waive the requirements of this section if topographical, soil or any other conditions make such underground installations unreasonable or impractical.
3. Each dwelling shall have adequate space for one automobile in the driveway area. The driveway must be a hard surface of either concrete or asphalt. All measurements shall be within the property line boundaries. All properties shall have an approach per the Standard Drive Entrance requirements with an amended minimum width being 10'.
4. In the event that within two years following approval by the governing body, the applicant does not initiate construction in accordance with the plans and conditions so approved, the planning commission may initiate action to change the zoning district classification of the property. A public hearing shall be held at which time the applicant shall be given any opportunity to show why construction has been delayed. Following the hearing, the planning commission shall make findings of fact and an appropriate recommendation to the governing body for official action.

F. Building Regulations. These building regulations are intended to be the

minimum requirements.

1. All structures are to be constructed with a foundation to include anchoring that meets the requirements of the current International Residential Code as adopted.
2. Primary structures shall be designed with current plumbing standards that meet plumbing code requirements including, connection to the City of Haysville's potable water system.
3. The primary structure shall include a minimum four (4) inch sewer pipe connected to the City of Haysville wastewater system, in accordance with current city code.
4. The primary structure is to include bathing facilities with a toilet and handwashing sink as well as an approved method to remove moisture in accordance with the adopted mechanical code, and a GFCI outlet within three (3) feet of any source of water.
5. The primary structure shall include a food prep area with sink and meet current plumbing code requirements.
6. The primary structure must have a side hinged front door and an approved egress window located in the rear of the structure. Egress roof access windows in lofts used as sleeping rooms shall be installed where the bottom of the opening is not more than 44 inches above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1 of the currently adopted International Residential Code.
7. Primary electricity shall be required from the approved franchised electrical provider. Structures may utilize solar panels as a secondary source.
8. Heating & cooling may be obtained through standard means and practices and shall meet the ability to reach 70° Fahrenheit three (3) feet above the finished floor. Liquefied Petroleum Gas (LPG) used as a means to heat any structure is not permitted.
9. No Heating or cooling units are to be placed in such a way that they encroach upon any setback requirements.
10. Loft – is a floor level located more than 30 inches above the main floor and open to the area below on at least one side with a ceiling height of less than 6 feet 8 inches, used as a living or sleeping space.
 - a. The minimum area for lofts shall not be less than 35 square feet and the minimum dimensions shall not be less than 5 feet in any horizontal dimension.
 - b. Loft access – The access to and primary egress from lofts shall be any type described in Sections D.10.L.
 - c. Stairways accessing lofts shall comply with this code or with Sections D.10.D.
 - d. Width – Stairways accessing a loft shall not be less than 17 inches in clear width at or above the handrail. The minimum width below the handrail shall not be less than 20 inches.
 - e. Headroom – The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of

their width.

- f. Treads and risers – Risers for stairs accessing a loft shall not be less than 7 inches and not more than 12 inches in height.
 - g. Landing platforms – The top tread and riser of stairways accessing lofts shall be constructed as a landing platform. The landing platform shall be 18 inches to 22 inches in depth measured from the nosing of the landing platform to the edge of the loft, 16 to 18 inches in height measured from the landing platform to the loft floor.
 - h. Handrails shall comply with Section R311.7.8 of the currently adopted International Residential Code.
 - i. Stairway guards – Guards at open sides of stairways shall comply with Section R312.1. of the currently adopted International Residential Code.
 - j. Ladders accessing lofts shall comply with Sections D.10.C. and D.10.J.
 - a. Size and capacity – Ladders accessing lofts shall have a rung width of not less than 12 inches and 10 inches to 14 inches spacing between rungs. Ladders shall be capable of supporting a 200-pound load on any rung. Rung spacing shall be uniform within 3/8-inch.
 - b. Incline – Ladders shall be installed at 70 to 80 degrees from horizontal.
 - k. Alternating tread devices accessing lofts shall comply with Section R311.7.11.1 of the currently adopted International Residential Code.
 - l. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2 of the currently adopted International Residential Code. The clear width at and below handrails shall not be less than 20 inches.
 - m. Loft guards shall be located along the open side of lofts. Loft guards shall not be less than 36 inches in height or one-half of the clear height to the ceiling, whichever is less.
- F. Parking Regulations. See Appendix. A parking lot(s) may be established within the subdivision and include two stalls per residential lot in the Tiny Home Subdivision and measure 8½' X 19' per stall to provide additional parking.
- G. Street Regulations. (See Section 5. of the Subdivision Regulations for Haysville, Kansas) Streets, as a condition of zoning, shall be platted according to the City's Subdivision Regulations, shall be considered private and maintained by the homeowner's association, shall be constructed of asphalt or concrete, be a minimum of 21 feet face to face curb, and 50 feet for street right-of way.

405. RESIDENTIAL; "TF" TWO-FAMILY RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "TF" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements

1. Minimum Lot Size: 6,000 Square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
1. Front Yard Setback: 25 feet
 - a. Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 - b. An open, unenclosed porch (no screens or windows) may project into a required front yard setback by eight feet but shall not encroach upon any platted or recorded easement. May have safety railing, maximum height 36 inches.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 4. Rear Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 35 feet on all structures
 6. Minimum Area of Dwelling: 600 square feet
- E. Parking Regulations: See Appendix
- F. Landscaping: See Appendix.

406. RESIDENTIAL; “MF4” MULTI-FAMILY FOUR RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “MF4” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
1. Minimum Lot Size: 6,000 Square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
1. Front Yard Setback: 25 feet
Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement egress window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.

4. Rear Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 35 feet on all structures
 6. Minimum Area of Dwelling: 600 square feet
- E. Parking regulations. See Appendix.
- F. Landscaping: See Appendix.

407. RESIDENTIAL; “MFA” MULTIPLE-FAMILY APARTMENT RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “MFA” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
1. Minimum Lot Size: 6,000 Square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
1. Front Yard Setback: 25 feet
Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 4. Rear Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 55 feet on all structures
 6. Minimum Areas of Each Dwelling:
 - a. Studio apartments-minimum livable area of 300 sq. feet.
 - b. One-bedroom apartments-minimum livable area of 400 square feet.
 - c. Two-bedroom apartments-minimum livable area of 600 sq. feet.
 - d. Three-bedroom apartments-minimum livable area of 800 sq feet.
- E. Parking regulations: See Appendix
- F. Landscaping: See Appendix

408. RESIDENTIAL; “MH” MANUFACTURED HOME PARKS OR MANUFACTURED HOME DISTRICT REGULATIONS

The following conditions shall be attached to the recorded deed of the land and shall be complied with by the present and future owners until such time as this use is discontinued. Such homes will not be allowed on individually owned zoning lots. Parks may be further governed by a

Manufactured Home Park Ordinance of the city.

- A. Principal Uses. As allowed in the “MH” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See section 304.
- C. Height Regulations.
 - 1. No building or structure shall exceed 35 feet in height.
- D. Area Regulations.
 - 1. Site Area:
 - a. The minimum site area for manufactured home parks or manufactured home subdivisions shall be 5 acres.
 - 2. Lot Area:
 - a. The manufactured home park must provide clearly defined and delineated spaces for each home.
 - b. The minimum lot area in manufactured home parks shall be 3,200 square feet for each manufactured home or mobile home.
 - c. The minimum lot area in manufactured home subdivisions shall be 5,000 square feet, with no more than 50% lot coverage.
 - 3. Lot Width:
 - a. The minimum lot widths in manufactured home parks or manufactured home subdivisions shall be 40 feet.
 - 4. Lot Depth
 - a. The minimum lot depth in manufactured home parks or manufactured home subdivisions shall be 80 feet.
- E. Setbacks.
 - 1. In all locations where building lines or setback lines are shown on plats that have been approved by the Planning Commission and that are recorded in the office of the register of deeds of Sedgwick County the minimum front yard shall be the same as shown on the plat.
 - 2. In all other locations the setbacks shall be:
 - a. **Manufactured Home Parks.** All structures within the Manufactured Home Parks whether permanent or temporary, except as allowed by Street and Parking Regulations, shall be setback at least 25 feet from any public street rights-of-way, at least 10 feet from any private roadway or private street, and must maintain a setback no less than 10 feet from any side or rear manufactured home/mobile home space boundary. Each such space must be clearly defined and delineated.

All manufactured homes/mobile homes shall be located as to maintain a clearance of not less than 20 feet from another manufactured home/mobile home or appurtenance thereto within the same manufactured home park.

b. **Manufactured Home Subdivisions.** All structures within Manufactured Home Subdivisions shall be setback at least 25 feet from street rights-of-way or front lot lines, at least 20 feet from the rear lot line, and at least 6 feet from the side lot lines. Each such space must be clearly defined and delineated. Garages and carports shall be located in the side or rear yard. Any structure established for any main use, other than for dwelling purposes, shall comply with the same yard requirements for that use to be located in "SF" Single Family residential district.

F. Street and Parking Regulations.

1. All manufactured home park spaces shall abut upon a park roadway or private street, with no manufactured home/mobile home having its direct access from a public street or highway unless such manufactured home/mobile home is located in a manufactured home subdivision, and unless in unusual circumstances the city deems that manufactured home/mobile homes shall have direct access from a public street or highway. All roadways and private streets shall have unobstructed access to a public street or highway, with all dead-end roadways being provided an adequate vehicular turn around (cul-de-sac) with a diameter of not less than 80 feet. All roadways shall meet the following requirements:

- a. Widths. All manufactured home spaces shall abut a private street or park roadway which maintains a street easement width of 50 feet and a paved width of 30 feet.
- b. Curbs and Gutters. All private streets and park roadways shall have curbs and gutters on each side.
- c. Parking and Layout. Spaces shall be laid out in such a manner as to accommodate easy access for service and emergency vehicles. Private streets and park roadways shall be plainly marked as to speed, traffic control, and other similar items.
- d. Surface. All park roadways and private streets shall be surfaced with concrete, asphaltic concrete or asphalt in accordance with the city of Haysville's standard for paving and drainage improvements.

2. There shall be no on street parking allowed on any private or public street located in the Manufactured Home Park and Manufactured Home Subdivision district. Surfaced off-street parking shall be provided for each manufactured home/mobile home space. Off-street parking should be surfaced with concrete or similar material upon approval by the Planning and Zoning Administrator, City Inspector or their designee. Asphalt is a prohibited material for off-street parking.

3. Each manufactured home/mobile home space shall be allowed one detached carport or similar structure for protected off-street parking coverage, provided that such structure shall not project into the front yard setback more than 5 feet, and provided that no off-street parking accessory structure shall be located in a dedicated easement. Such structure shall be constructed from a non-combustible material and shall be unenclosed with the exception of a roof.

G. Recreations, Landscape, and Screening

1. Each manufactured home park shall devote an area of land not to exceed 10 percent (10%) of the tract for developed recreational area - parks, playgrounds, and/or sidewalks. Individual recreational areas shall not be less than 5,000 square feet. Except for sidewalk improvements, required setbacks, driveways, and off-street parking spaces shall not be considered as recreational space.
2. Manufactured home parks shall be screened from all zoning districts other than the Manufactured Home Park or Manufactured Home Subdivision district. Screening shall be a solid or semi-solid fence or wall which is a minimum of six feet and a maximum of eight feet high.

In lieu of such a fence or wall, a landscape buffer may be provided not less than 25 feet in width and shall be planted with coniferous and deciduous plant material so as to provide proper screening for the park. When the landscape buffer is used, the buffer shall not be considered as any part of a required rear yard for a manufactured home space.

The fence, wall or landscape buffer shall be properly maintained by the owner.

409. COMMERCIAL; "HMC" HOTEL AND MOTEL COMMERCIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "HMC" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 1. Minimum Lot Size: 10,000 Square feet
 2. Minimum Lot Width: 80 feet
 3. Minimum Lot Depth: 100 feet.
- D. Bulk Regulations.
 1. Front Yard Setback: 35 feet
 - a. Corner lots shall have at least minimum front yard setbacks on both sides.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. If zero lot line development is allowed, or any portion of the building is more than 150 feet from a public street, dedicated fire lanes shall be provided on at least two sides of the building.
 4. Rear Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: None
 6. Dwelling Unit Regulations:
 - a. Each dwelling unit shall contain a primary room with a minimum of 150 square feet of floor area.
 - b. Other habitable rooms in each dwelling unit shall contain not less than 70

- square feet each.
 - c. Each dwelling unit shall contain a separate bathroom containing a water closet, lavatory and tub or shower.
 - d. When housekeeping units are included:
 - e. The primary room shall contain a minimum of 220 square feet of floor area.
 - f. As a minimum, the kitchen area will be of sufficient size to accommodate a cupboard, countertop and provide a sink, cooking appliance, refrigerator and clear working area of 30 inches in front of them.
 - g. No habitable room shall have less than a seven-foot length or width dimension.
- E. Parking regulations: In addition to the required parking, an off-street area must be provided for guests to load and unload private and public vehicles (cars, vans, buses, etc...).
- F. Landscaping: See Appendix
- G. Special "HMC" Regulations.
An approved screening plan will be required before final approval of a change to "HMC" zoning. Such plan shall contain:
- a. A detailed plan to screen the site from adjacent lesser zoned property.
 - b. Type and kind of screening material. If living screen (trees and/or shrubs) is to be used, not only the type and location of planting, but also the anticipated growth time to maturity is to be included. A maintenance plan for the screening will be required.
 - c. The effectiveness of such planned visual and/or sound barriers.
 - d. The schedule for completion of the screening plan.

410. COMMERCIAL; "OC" OFFICE COMMERCIAL DISTRICT REGULATIONS

The intent and purpose of this section is to establish a use district that is limited to offices and limited retail and service uses which are considered to be compatible when adjacent to or near residential areas and which uses are also compatible one to another within the district itself.

- A. Principal Uses. As allowed by-right and permitted by conditional use per Section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 12,500
 - 2. Minimum Lot Width: 60 feet
 - 3. Minimum Lot Depth: 90 feet
- D. Bulk Regulations.
 - 1. Front Yard Setback: 20 feet
 - 2. Side Yard Setback: 6 feet
 - 3. Rear Setback yard: 10 feet
 - 4. Height limit: 35 feet
 - 5. Rear Yard Accessory Setback: 3 feet

- E. All uses listed as permitted uses below shall be permitted in the “OC” Office Commercial District provided they comply with the following limitations:
1. No individual business shall occupy more than 5,000 square feet of floor area; provided, however, an exception to this limitation may be granted by the Haysville governing body subject to the following conditions:
 - a. A basement area, not exceeding the area used for office or sales use, which is used only for storage, records, mechanical equipment or other non-person uses.
 - b. Such area shall be determined to be non-traffic generating and deemed to be exempt from all off-street parking requirements.
 - c. Required off-street parking shall be determined to be not less than that required by the floor area used for office and sales purposes.
 - d. Any exception to the floor area granted by the governing body shall apply only to the use set forth in the application. Any change of occupancy will be subject to all limitations of these regulations.
 2. All business establishments, other than office, shall be retail or service establishments dealing directly with the consumer.
 3. Service establishments shall be the type that deal primarily with services for persons or businesses, or limited retail sale that do not require the use of vehicles and heavy equipment in the operation of the business other than for the delivery of goods or services to the home; e.g. florist truck, etc. Vehicles stored or retained on the site overnight shall be stored within the main structure, or an enclosed detached garage as approved by the Planning Commission.
 4. No business shall display or store goods or equipment outside of an enclosed building.
 5. No business establishments shall offer goods or services by way of drive-up windows or directly to customers’ parked motor vehicles.
 6. Motor vehicles or heavy equipment parts, service or fuels shall not be displayed in this district.
 7. Exterior lighting fixtures shall be shaded so that direct light is directed away from adjacent residential property.
 8. The use is limited to offices and limited retail and service uses which are considered to be compatible with and not unduly burdensome upon adjacent residential properties or residential areas located nearby.
 9. The use is compatible to other businesses located nearby within the district itself.
 10. The nature of any use located within the district shall be smaller, less intense

uses.

11. Any business within the zone shall not generate more traffic per day upon its abutting streets than may be accommodated within its permitted parking areas.

E.. Parking and loading regulations: Parking space and loading space to be provided equal to two spaces per employee.

411. COMMERCIAL; "LC" LIGHT COMMERCIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "LC" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 6,000 square feet.
 - b. Minimum Lot Width: 50 feet
 - c. Minimum Lot Depth: 90 Feet
- D. Bulk Regulations
 1. Front Yard Setback: 35 feet when adjacent to an arterial street,
 - a. 25 feet when adjacent to other types of street rights-of-way.
 - b. Corner lots shall have at least minimum front yard setbacks on both sides.
 2. Rear Yard Setback: 10 feet
 3. Side Yard Setback: 6 feet or
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 4. Rear/Side Yard Accessory Setback: 3 feet
- E. Use Limitations:
 1. No outdoor storage is permitted, except for display of goods for sale as *temporary* use (no more than 45 days) except as otherwise allowed or approved in accordance with these regulations **or approved by written permission from the Zoning Administrator for one year.**
 2. Merchandise that is for sale may be displayed in areas immediately adjacent to the building.
 3. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 4. Storage shall occur within a solid screened areas and shall not be visible from any adjacent non-elevated street nor from ground level view in any adjacent lot except as otherwise allowed or approved in accordance with these regulations.
 5. There shall be no manufacture, compounding, processing, or treatment of products other than that which is clearly incidental and essential to a retail store or business and where all such products are customarily sold at retail on the premises.
 - 6.. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 7. Vending machines and newspaper displays may be displayed outside.

- F. Height regulations. 45 feet for all Structures.
- G. Parking and loading regulations. See Appendix.
- H. Landscaping regulations. See Appendix.

412. COMMERCIAL; “HC” HEAVY COMMERCIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “HC” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 6,000 square feet
 - b. Minimum Lot Width: 50 feet
 - c. Minimum Lot Depth: 90 Feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 35 feet
 - a. Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 10 feet
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 - 4. Rear/Side Yard Accessory Setback:
 - a. 3 feet for non-combustible structures
 - b. 6 feet for combustible
- E. Use Limitations:
 - 1. No outdoor storage is permitted, except for display of goods for sale as *temporary* use (no more than 45 days) except as otherwise allowed or approved in accordance with these regulations **or approved by written permission from the Zoning Administrator for one year.**
 - 2. Outdoor operations and storage are prohibited in the front yard setback.
 - 3. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 - 4. Business activities or storage shall occur within fully enclosed structures or solid screened areas and shall not be visible from any adjacent non-elevated street nor from ground level view in any adjacent lot except as otherwise allowed or approved in accordance with these regulations.
 - 5. There shall be no manufacture, compounding, processing, or treatment of products other than that which is clearly incidental and essential to a retail store or business and where all such products are customarily sold at retail on the premises.
 - 6. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 - 7. Any illumination shall be so arranged as to reflect the light away from adjoining premises.
- F. Height regulations: 55 feet for all Structures.
- G. Parking and loading regulations: See Appendix

H. Landscaping regulations: See Appendix.

413. "LI" LIGHT INDUSTRIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "LC" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 402. This district is intended for light industrial businesses which are consistent with the capacity and availability of public and private utility services, and which do not require large amounts of land, generate large amounts of traffic, or create environmental problems in the way of odor, smoke, dust, glare, vibration or sound.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
- a. Minimum Lot Size: 10,000 square feet.
 - b. Minimum Lot Width: 60 feet
 - c. Minimum Lot Depth: 90 Feet
- D. Bulk Regulations
1. Front Yard Setback: 35 feet
 - a. Corner lots shall have at least minimum front yard setbacks on both sides.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 10 feet or
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 4. Rear/Side Yard Accessory Setback:
 - a. 3 feet for non-combustible structures
 - b. 6 feet for combustible
- E. Use Limitations:
1. Outdoor operations, display and storage is prohibited in the front yard setback.
 2. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 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.
 5. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 6. Any illumination shall be so arranged as to reflect the light away from adjoining premises.
- F. Height regulations: None.
- G. Parking and loading regulations: See Appendix.
- H. Landscaping regulations: See Appendix.

414. "HI" HEAVY INDUSTRIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "HI" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 402.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 10,000 square feet.
 - b. Minimum Lot Width: 100 feet
 - c. Minimum Lot Depth: 100 Feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 35 feet along all street frontages
Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 10 feet or
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 - 4. Rear/Side Yard Accessory Setback:
 - a. 3 feet for non-combustible structures
 - b. 6 feet for combustible
- E. Use Limitations:
 - 1. Outdoor operations, display and storage is prohibited in the front yard setback.
 - 2. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 - 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.
 - 5. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 - 6. Any illumination shall be so arranged as to reflect the light away from adjoining premises.
- F. Height regulations: None.
- G. Parking and loading regulations. See Appendix

5. PLANNED UNIT DEVELOPMENTS

- 1. **PURPOSE.** The purpose of the Planned Unit Development (PUD) Districts is to encourage innovation in residential, commercial, and industrial development; to gain a more efficient use of land; to utilize new technologies in urban land development; and to provide for a greater variety and flexibility in type, design, and layout of buildings.
- 2. **GENERAL PROVISIONS.**

1. Application for a PUD may be made for land located in any of the established Haysville zoning districts.
 2. A PUD shall be in general conformity with the provisions of the adopted comprehensive plan.
 3. Whenever there is a conflict or difference between the provisions of this article and those of the other articles of this Ordinance or the Subdivision Regulations, the provisions of this article shall prevail for the development of land for PUDs. Subjects not covered by this article shall be governed by the respective provisions found elsewhere in this ordinance.
3. TYPE OF PLANNED UNIT DEVELOPMENTS. The following types of planned unit developments may be established.
1. PUD-R Planned Residential District
 2. PUD-C Planned Commercial District
 3. PUD-I Planned Industrial District
- PUDs may combine two or more types of uses into a single plan.
4. STANDARDS AND CONDITIONS. The following provisions apply to all PUD districts:
1. The tract must be a continuous parcel under one ownership or held jointly by two or more owners.
 2. The applicant shall satisfy the Planning Commission that he has the ability to carry out the proposed plan and shall prepare and submit a schedule of construction. The proposed construction shall begin within 18 months following approval of the final application by the governing body, and a minimum of 50 percent of the total planned construction shall be completed within a period of six years following such approval or the approval of the plan shall expire. The period of time established for the completion of the development may be modified from time to time by the Planning Commission upon the showing of good cause by the developer.
5. PRE-APPLICATION CONFERENCE. A pre-application conference shall be held with the PUD subcommittee of the Planning Commission in order for the applicant to become acquainted with the planned unit procedures and related city requirements.
6. PLANNED UNIT DEVELOPMENT APPLICATION PROCEDURE. An application for a PUD shall constitute the filing of an application for a PUD District and shall be processed in the same manner prescribed for amending these zoning regulations. The same requirements for notice to property owners, advertisement of public hearing, protest petitions, and adoption by the governing body shall be required as in conventional zoning.
7. SUBMISSION AND REVIEW OF THE APPLICATION.

1. An applicant shall make application for the approval of the PUD to the Planning Commission. The applicant shall include, as part of the application, a preliminary development plan for the PUD.
2. The preliminary development plan shall include both, a development plan map and written statement, 9 copies of each.
3. The PUD map shall contain the following information:
 - a Existing topography with contours at two-foot intervals.
 - b Areas subject to one-hundred-year flooding.
 - c Proposed location of buildings and other structures, parking area, drives, walks, screening, drainage patterns and plan, public streets, and any existing/proposed easements.
 - d Internal traffic circulation systems, off-street parking areas, service areas, loading areas, and major points of access to public rights-of-way.
 - e Proposed screening and landscaping features.
 - f Areas that are to be conveyed, dedicated, or reserved as common open space.
 - g Relationship of abutting land uses and zoning districts.
4. The PUD statement to accompany the map shall contain the following information:
 - a An explanation of the character of the PUD.
 - b A statement of the present ownership and legal description of all the land included within the PUD.
 - c Copies of any special agreements, conveyances, restrictions, or covenants that will govern the use, maintenance, and continued protection of the PUD and any of its common open space areas.
 - d A statement of the anticipated residential density, the proposed total gross floor area, and the percentage of the development that is to be occupied by structures.
 - e As appropriate, a statement identifying the principal types of business and/or industrial uses that are to be included in the proposed development.
 - f Maximum height of all buildings.
 - g A statement of the objectives showing the relationship of the PUD to the

Comprehensive Plan with respect to land use for various purposes, density of population, direction of growth, location and function of streets and other public facilities, and common open space for recreation or visual benefit or both.

- h A time schedule for completion of the project or each phase thereof and improvements to be requested of the city and improvements to be made by the developer.
- 5. The applicant may submit any other information or exhibits the applicant deems pertinent in evaluation of the proposed PUD.
- 6. Permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas and shall be paid at the time of the application. (Code 2023)
- 8. ACTION ON PRELIMINARY PUD PLAN.
 - 1. Within sixty days after receiving the application, the Planning Commission shall review the application and hold a public hearing in accordance with state statute.
 - 2. Within thirty days after the public hearing the Planning Commission shall prepare findings of fact with respect to the extent to which the preliminary PUD plan complies with the standards and conditions established, together with its recommendations to the governing body with respect to the action to be taken on the PUD plan. The Planning Commission may recommend approval, approval with contingencies, or disapproval.
 - 3. The governing body, after a 14-day protest period, shall consider the Planning Commission's recommendation on the preliminary PUD plan.
 - a If the preliminary PUD is approved, the governing body shall adopt an ordinance approving the preliminary PUD plan and establish a PUD District for the parcel or tract of land included in the preliminary PUD plan.
 - b If the preliminary PUD is disapproved, after following the necessary procedures as established by state statute, the applicant shall be furnished with a written statement of the reasons for disapproval of the plan.
 - 4. In the case of approval, the applicant, within 15 days after receiving notification of the approval of the preliminary PUD plan, shall file with the County Register of Deeds a statement that such plan has been filed with the approving authority and has been approved and that such PUD is applicable to certain specifically legally-described land and that copies of said are on file with the city.
- 9. FINAL PUD PLAN CONTENTS AND APPROVAL.
 - 1. Within six (6) months after approval of the preliminary plan, the applicant shall have the final plan prepared in conformance with the preliminary development plan. The final plan shall include:

- a Construction drawings of all buildings to include elevations, grading, and floor plans.
- b Site plan.
- c Drainage Plan.
- d Landscape and screening plan showing--species and size of all plant material, areas to be seeded, etc.
- e Copies of any dedications for easements or rights-of-way and restrictive covenants.
- f Evidence that no lots, parcel or tract or dwelling unit in such development have been conveyed or leased prior to the recording of any restrictive covenants applicable to such PUD.
- g Such bonds or guarantees and other documents that may have been required by the preliminary PUD plan pursuant to the provisions and procedures of the Subdivision Regulations.
- h The final plan shall be deemed to be in substantial compliance with the plan previously given tentative approval, provided any modification by the landowner of the plan as tentatively approved does not:
 - i Vary the proposed gross residential density or intensity of use by more than five percent or involve a reduction in the area set aside for common open space, nor the substantial relocation of such area, nor
 - j Increase by more than 10 percent the floor area proposed for non-residential use, nor
 - k Increase by more than five percent the total ground area covered by buildings nor involve a substantial change in the height of buildings, nor
 - l Substantially change the design of the plan so as to significantly alter, as determined by the Planning Commission:
 - i. Pedestrian or vehicular traffic flow.
 - ii. The juxtaposition of different land uses.
 - iii. The relation of open space to residential development.
 - iv. The proposed phasing of construction.

2. A public hearing need not be held for the approval of a final plan if it is in substantial compliance with the approved preliminary plan, and a public hearing need not be held to consider modifications on location and design of streets or facilitates for water, storm water, sanitary sewers or other public facilities.

In the event a public hearing is not required for final approval and the application of final approval has been filed, together with all drawings, specifications and

other documents in support thereof, the Planning Commission shall, within a reasonable period of time of such filing, recommend that such plan be given final approval and forward its recommendation to the governing body for its final approval.

3. In the event the final plan submitted contains substantial changes from the approved preliminary plan, the applicant shall resubmit the original plan. This

DRAFT

preliminary development plan shall be modified in the same manner prescribed in this article for original approval.

4. In the event that a plan or section hereof is given final approval and thereafter the landowner shall abandon said plan or section, he shall so notify the city thereof in writing. In the event the landowner shall fail to commence the PUD within 18 months after final approval has been granted, such final approval shall terminate and shall be deemed null and void unless such time period is extended by the Planning Commission upon written application by the landowner.

10. ENFORCEMENT AND MODIFICATION. To ensure the mutual interest of the resident and owners of the PUD and of the public, the enforcement and modification of the provisions of the Plan, as finally approved—whether recorded by plan, covenant, easement or otherwise, shall be subject to the following provisions.

1. Enforcement:
 - a Enforcement by the city covers the provisions of the plan relating to:
 - i. The use of land and the use, bulk and location of buildings and structures.
 - ii. The quality and location of common space.
 - iii. The intensity of use or the density of residential units.
2. Enforcement by the Residents and Owners cover any additional items not listed in item (a) above.
3. Modification:
 - a A PUD District ordinance or an approved preliminary or final PUD plan may be amended by the governing body after public hearing as outlined in Section 416.
 - b No changes in the development plan that are approved under this ordinance are to be considered as a waiver of the covenants limiting the use of the land, buildings, structures, and improvements within the area of the PUD, and all rights to enforce these covenants against any changes permitted are expressly reserved.

All enforcement and modification proceedings shall be subject to the provisions provided for by state statute.

11. PLATTING. For unplatted tracts or tracts being replatted, the approval of the preliminary PUD shall be considered as the approval of a preliminary plat. To complete the platting process, the applicant need only submit a final plat. The final plat shall be in accordance with the Subdivision Regulations and may be submitted with or incorporated with the final development plan. The final development plan and the final plat may be reviewed by the Planning Commission concurrently and recommended to the governing body for

final approval.

6. “P-O” PROTECTIVE OVERLAY DISTRICT

1. **PURPOSE.** The protective overlay district may be applied in combination with any base zoning district. By tailoring use or property development standards to individual projects or specific properties, the protective overlay district is intended to:
 1. ensure compatibility among incompatible or potentially incompatible land uses;
 2. ease the transition from one zoning district to another;
 3. address sites or land uses with special requirements; and
 4. guide development in unusual situations or unique circumstances.
2. **USE AND PROPERTY DEVELOPMENT STANDARDS.** The protective overlay district, can be used to modify and restrict the use and property development standards of an underlying base zoning district. All requirements of a protective overlay district are in addition to and supplement all other applicable standards and requirements of this Code. Restrictions and conditions imposed by a protective overlay district shall be limited to the following:
 1. prohibiting otherwise permitted or conditional uses and accessory uses; or making an otherwise permitted use a conditional use;
 2. decreasing the number or average density of dwelling units that may be constructed on the site;
 3. increasing minimum lot size or lot width;
 4. increasing minimum setback requirements;
 5. restrictions on access to abutting properties and nearby roads, including specific design features; and
 6. any other specific development standards required or authorized by this Code.
3. **METHOD OF ADOPTION.** Restrictions imposed through a protective overlay district are considered part of this zoning code text and accompanying map. All property included in a protective overlay district shall be identified on the Zoning Map by adding the letters “P-O” and a number to the base zoning district symbol. The number shall be assigned when the application is filed and numbers shall run consecutively beginning with number 1. This ordinance zoning or rezoning property to the protective overlay district shall specifically state the modifications imposed pursuant to Section 417B of this Code. The restrictions imposed shall be considered part of the text of this Code, and a violation of the restrictions shall be a violation of this Code.
4. **EFFECT OF PROTECTIVE OVERLAY DESIGNATION.** When the Protective overlay zoning designation is applied in combination with a base zoning district it shall always be

considered to result in a more restrictive designation than if the base district did not have the protective overlay classification. In the event that the protective overlay designation was not originally requested as part of the rezoning application, but instead is added during the staff review or public hearing process, re-notification and re- advertisement of the requested zoning change shall not be required.

7. “HD-O” ORIGINAL TOWN HISTORIC OVERLAY DISTRICT

1. **PURPOSE.** The Original Town Historic Overlay District (HD-O) is intended to accommodate development and redevelopment within the area recognized as the Original Town of Haysville, while recreating the historical significance and unique qualities of the area. The design review provisions applicable within the HD-O are intended to preserve and recreate the area’s special historic character. The HD-O district is an overlay district; property within the district shall comply with the overlay district regulations of this section and the standards of the underlying zoning district. In the case of conflict between the regulations in this section and those of the underlying zoning district, the regulations in this section shall prevail.
2. **APPLICATION AREA.** The officially recognized Original Town Historic Overlay District shall be classified as “District – HD-O – Historic District,” and shall be used henceforth for purposes of recognizing all structures and real estate within the “Original Town” as part of a zoning overlay district. The official zoning map of the city of Haysville, Kansas shall be amended by this ordinance to clearly show the overlay area. Such overlay district shall consist of the following parcels of property:
 1. Haysville Town Site (Original Town Plat);
 2. Hays’ 1st Addition;
 3. W.E. Blaine 2nd Addition;
 4. Solar Addition;
 5. Metes and Bounds parcel facing Grand immediately to the northeast of the Haysville Town Site and generally having the dimensions of 140 feet by 220 feet; and
 6. Metes and Bounds parcel facing Main Street immediately south of the Solar Addition continuing to the Southern city Limits.
3. **USE REGULATIONS.** The use regulations of this overlay district shall supplement and be in addition to the use regulations of the underlying districts. However, whenever an actual conflict arises between the language of the use regulations governing the underlying district and the language of this historic overlay district, the use regulations of this overlay district shall prevail over the underlying districts.
 1. **Permitted Uses.** The following uses shall be allowed in the HD-O district. These additional uses are intended to supplement those uses permitted by the regulations of the underlying district(s) that are not otherwise specifically included in subsections (2) or (3) as set forth below:
 - a Bed and Breakfast.
 - b Blacksmith Shop.

- c Churches.
 - d Farm and Art Market
 - e Museum.
 - f Public Park, playgrounds and community buildings.
- 2. Conditional Uses. The following uses shall be allowed only as a conditional use in the HD-O district, regardless if said uses are stated as permitted uses in the underlying districts:
 - a Printing press operations including newspaper presses, catalogs and bindery.
 - b Restaurant, including catering as an incidental use.
- C. HEIGHT REGULATIONS. No building shall exceed two stories or 35 feet; except a church steeple may extend beyond this height.
- D. AREA REGULATIONS.
 - 1. Lot Area Regulations:
 - a The minimum lot size requirements shall be waived.
 - b The minimum lot width requirement shall be waived.
 - 2. Setbacks:
 - a The minimum front setback shall be 35 feet from the centerline of the street.
- E. SPECIAL PARKING REGULATIONS. The requirements of Appendix shall be waived.
- F. DESIGN REVIEW PROCEDURES.
 - 1. Applicability. No permits involving alterations to building exteriors, or permits for signs, fences, sidewalks, driveways or demolition shall be issued by the Public Works Department for any structure or site located wholly or partially within the HD-O district until an application for such permit has been reviewed for compliance with the design standards of this article and approved by the Planning and Zoning Administrator, or his or her designee.
 - 2. Application. An application for a permit with the HD-O district shall be submitted in a form required by the Zoning Administrator. A complete application should include, as necessary, to-scale drawings, elevations, sections, relevant plans of site and/or immediate environs if appropriate, and shall indicate materials and colors to be used, as to conduct an adequate review of the application.
 - 3. Action. After reviewing the completed application, the Planning and Zoning Administrator or his or her designee, shall approve with conditions or modifications, or deny the request, in accordance with the design standards of

this article. A property owner in the HD-O may appeal the decision of the Zoning Administrator to the Board of Zoning Appeals.

4. Time limit on Action. If within fourteen days from the date of receipt of a complete application by the Planning and Zoning Administrator, no action has been taken on the application, the Public Works Department may issue the necessary permits and the project may proceed. This time limit may be waived by mutual consent of the applicant and staff. It shall not apply if Historic Committee review is required pursuant to section 418.f.5.

H. DESIGN STANDARDS

1. General.
 - a) New Buildings, Reproductions and Alterations should be respectful of the character of the original town of Haysville. All building designs should be compatible with the major elements of the 1890-1910 eras of the prairie plains.
 - b) Metal windows and doors should be anodized or properly primed and enameled.
 - c) Permanent fences should avoid wire materials whenever possible.
2. Standards for Rehabilitation and Remodeling.
 - a) All construction, remodeling or rehabilitation of exteriors should ensure the visual integrity of the building and be compatible with the overall architectural character of the district.
 - b) Additions to buildings should be compatible in appearance by coordinating style, materials, scale and detail with the existing buildings in the district.
 - c) Accessory buildings should generally be compatible with the other structures on the street and be subject to these guidelines.
 - d) Existing doors and windows may be replaced with new products of design and/or materials similar to those which existed at the time of passage of this Code.
2. Standards for New Construction, Reconstruction and Reproduction.
 - a) All buildings should be set back from the street uniformly to present a continuous façade line along the street, except that minor recesses or projections for entries and similar elements may be acceptable.
 - b) Mechanical or electrical equipment and trash receptacles should be hidden or screened from street level view.
3. Signs. Signage within the HD-O district shall be subject to the provisions of Appendix Article 2 of the Code of the City of Haysville, as well as the following requirements as reviewed and approved by staff.
 - a) All signs, including interior and exterior window signs, must be approved as to design, colors, materials, placement, method of attachment, and method of illumination (if applicable).

- b) Signs shall be designed and placed so as to appear as an integral part of the building design, in proportion to the structure and environment, and to respect neighboring properties within the HD-O district.
 - a Signs should be designed with appropriateness relative to the services of the establishments served.
- I. EXCEPTIONS AND MODIFICATIONS. The design standards in this article may be modified or waived by the Zoning Administrator to allow for alterations that are required in order to maintain the continued functional viability of existing uses, or in extraordinary situations of development characteristics, economic hardship, or other circumstances, provided that the purposes and intent of these Standards are maintained through such interpretation.
- J. EMERGENCY REPAIRS. The Director of Public Works may waive the standards and review procedures of this article in instances in which emergency repairs are required, provided that subsequent repairs comply with this article.
- K. CONFLICTS WITH OTHER CODE PROVISIONS. No section of this article shall be construed to compel alterations that will conflict with any health or safety codes or prohibit any alterations that are required to bring buildings into compliance with the Building Code.

Article 5. Reserve

Article 6. Nonconforming Lots & Structures

600 PURPOSE, POLICY AND APPLICABILITY

- A. Purpose. The purpose of this section is to establish regulations that govern uses, structures, lots and other current circumstances that came into being lawfully but that do not conform to one or more requirements of this Code, in compliance with K.S.A. 12- 771.
- B. Policy. It is the general policy of the city to allow uses, structures or lots that came into existence legally and in conformance with then-applicable requirements but that do not conform to all of the applicable requirements of this Code to continue to exist and be used productively, while working to bring as many aspects of such use into conformance with the current Zoning Code as is reasonably practicable, and to terminate the right to carry out any nonconforming use as soon as such nonconforming use actually ceases, all subject to the limitations of this section. The limitations of this section are intended to recognize the interests of the property owner in continuing to use the property in a manner that no longer conforms to the requirements of this code but to control the expansion of the nonconformity and to control re-establishment of abandoned uses and limit re-establishment of buildings and structures that have been substantially destroyed.
- C. No nonconformities created by adoption of the March 15, 1999 Zoning Regulations. No use of a building, structure or property that was in existence on March 14, 1999, and complied with the zoning ordinance or zoning resolution in effect prior to March 15, 1999, shall become or be deemed to have become nonconforming or noncomplying due to adoption of this Code. Any use of a building, structure or property and any building,

structure or property that complied with the zoning ordinance or zoning resolution in effect prior to March 15, 1999 may be rebuilt, repaired or otherwise re-established to the extent that it existed on March 14, 1999. The burden of proof to establish that any contested use was in existence on March 14, 1999, and the scope of such use upon that date, is upon the property owner claiming the applicability of this section.

601 NONCONFORMING USES

- A. Maintenance and repair. Any structure which is part of a nonconforming use may be repaired or altered on the same terms set forth, under Article 6.602.
- B. Enlargement and expansion within a building and enlargement and expansion of a building. A nonconforming use may be expanded within the floor area of an existing, conforming structure or within an expanded structure, subject to the limitations listed herein. In any residential district, such expansion shall be permitted into an area equal to the original floor area of the nonconforming use, when the expansion:
 - 1. Does not increase the number of dwelling units;
 - 2. Includes plans for all off-street parking and loading required to serve the expansion area;
 - 3. If greater than 50 percent of the original floor area, is found by the Board of Zoning Appeals to be compatible with the neighborhood and not detrimental to the community, as determined by the effect of the expansion on traffic, value of adjacent and nearby properties, and the availability of adequate public facilities and services.
- C. Expansion of outdoor nonconforming uses. A nonconforming use of premises for which the principal use is not enclosed within a building, such as a salvage yard or a motor vehicle sales lot, may not be expanded except if such use may be expanded in a manner that conforms to the requirements of this Code. The Board of Zoning Appeals shall review a plan to enlarge a nonconforming use with a conforming use to determine whether the nonconforming use may be brought into conformity with the zoning code as part of the development of such expansion.
- D. Change in use. A nonconforming use may be changed to a new nonconforming use, provided that the new use shall be of a character less intensive (and thus more closely conforming) than the existing, nonconforming use. The initial determination of whether a proposed new use is a conforming use or is a less intense nonconforming use shall be made by the Planning and Zoning Administrator, or his/her designee, with an appeal to the Board of Zoning Appeals. In either case, the determination shall be based on the use hierarchy established by the Zoning Regulations. A nonconforming use, if changed to a conforming use or less intensive nonconforming use, may not thereafter be changed back to the less conforming use from which it was changed.

602 NONCONFORMING STRUCTURES

- A. Maintenance and repair. Remodeling of a nonconforming structure within the existing building footprint shall be permitted without a zoning variance, all in conformance with current building codes. Any nonconforming structure damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake, or other natural disaster, may be rebuilt in conformance with current building codes, provided such

rebuilding does not increase the intensity of use as determined by the number of dwelling units (for residences) or floor areas or ground coverage (for nonresidential uses). The structure shall not be rebuilt closer to the property line than the original structure or the applicable setback lines, whichever is closer. Nonconforming structures damaged 50% or less of their fair market value by flooding may be rebuilt as set forth in this section, provided such reconstruction shall conform to all requirements of the adopted building code related to construction in flood hazard areas. Any building so damaged more than 50 percent of its value may not be rebuilt, repaired, or used unless it is made to conform to all regulations for buildings in the district in which it is located, provided that such restoration as may be made is to the fullest extent possible in conformance with development standards.

- B. Enlargement and expansion. Any expansion of the nonconforming structure that increases the degree of nonconformance is prohibited. Expansions of the structure that do not increase the degree of nonconformance shall be permitted and shall not require a variance. The initial determination of whether a proposed expansion increases the degree of nonconformity shall be made by the Planning and Zoning Administrator or his/her designee, with an appeal to the Board of Zoning Appeals.
- C. Relocation. If a nonconforming structure is relocated within the area to which this Code is applicable, it shall be placed only in a location in which it fully conforms to the requirements of this Code.
- D. Unsafe structures. Nothing in this section shall be construed to permit the continuing use of a building found to be in violation of basic life, safety or health codes of the city. The right to continue to use a noncomplying structure shall be subject to all applicable housing, building, health and other life safety and health codes of the city.

603 NONCONFORMING LOTS

A lot shown on an approved and recorded subdivision plat on the date on which this Code became applicable to the lot, or a parcel shown on the assessor's records as a separate parcel on such date may be occupied and used although it may not conform in every respect with the dimensional requirements of this Code, subject to the provisions of this section.

- A. Vacant lot. If the lot or parcel was vacant on the date on which this Code became applicable to it, then the owner may use the property as permitted by the applicable zoning district, provided that the use shall comply with applicable dimensional requirements of this Code to the maximum extent practicable. If the applicable zoning district permits a variety of uses or a variety of intensities of uses and one or more uses or intensities would comply with applicable setback requirements while others would not, then only the uses or intensities that would conform with the applicable setback requirements shall be permitted. Otherwise the owner may seek a variance from such requirements from the Board of Zoning Appeals.
- B. Lot with building or structure. If the lot or parcel contains a building or structure on the date on which this code becomes applicable to it, then the owner may continue the use of that building or structure and may reasonably expand the structure in any way that does not increase the degree of nonconformity. An increase in building size shall not be

deemed to increase the degree of nonconformity unless it increases the encroachment on a required setback. Remodeling of a structure within the existing building footprint or expansion in compliance with this section shall not require a variance but shall be reviewed by the Planning and Zoning Administrator, City Inspector or his/her designee as though the lot were conforming.

- C. Lot merger. If the lot or parcel is smaller than would otherwise be required by this Code and such lot or parcel is at any time on or after the date on which this Code became applicable to such lot or parcel under common control with an adjacent lot or parcel, then the two shall be considered merged for purposes of this Code and shall in the future be considered together for purposes of determining compliance. If the merged lots or parcels contain sufficient area for the actual or proposed use, then they shall be deemed fully conforming. If the merged lots or parcels together do not contain sufficient area for the actual or proposed use, they shall nonetheless be considered together for purposes of reducing the degree of nonconformity. When a nonconforming lot or parcel shall not again be used as a separate lot or parcel, unless it is subdivided from the lot or parcel with which it has been merged; subdivision shall require full compliance with the requirement of this Code and the applicable subdivision regulations.

604 OTHER NONCONFORMITIES

- A. Examples of other nonconformities. The types of other nonconformities to which this section applies include but are not limited to: fence height or location; lack of buffers or screening; lack of, or inadequate, landscaping; lack of, or inadequate, off-street parking; and other nonconformities not involving the basic design or structural aspects of the building, location of the building on the lot, lot dimensions or land or building use. However, a nonconformity other than those enumerated in Sections 601, 602 and 603 shall be brought into conformance upon the occurrence of any one of the following:
 - 1. Any increase on the premises of more than 30 percent floor area or 50 percent value;
 - 2. For a property in a commercial or industrial zone, any change in use to a more intensive use when a new certificate of occupancy is required.
- B. The requirement that nonconformities be brought into conformance shall be subject to variance by the Board of Zoning Appeals where it finds that such conformance would involve an unreasonable hardship.
- C. Policy. Because other nonconformities involve less investment and are more easily corrected than those involving lots, buildings and uses, it is generally the policy of the city to eliminate such other nonconformities as quickly as practicable.
- D. Increase prohibited. The extent of such other nonconformities shall not be increased, with or without a variance.

605 NONCONFORMITIES CREATED BY PUBLIC ACTION

Nonconformities created by public action. When lot area or setbacks are reduced as a result of conveyance to a federal, state or local government for a public purpose and the remaining area is at least 75 percent of the required minimum standard for the district in which it is located, then that lot shall be deemed to be in compliance with the minimum lot size and setback standards of

this Code without resort to the Board of Zoning Appeals.

606 DISCONTINUANCE

- A. Nonconforming use. When a nonconforming use has been abandoned, such nonconforming use shall not be renewed. When a building containing a nonconforming use has been destroyed or damaged to an extent exceeding 50 percent of its fair market value, such nonconforming use shall terminate and shall not be renewed, and the building shall not be restored in a way that is designed primarily for a nonconforming use.
- B. When abandoned. A nonconforming use shall be presumed abandoned when any of the following has occurred:
 - 1. The owner has in writing or by public statement indicated intent to abandon the use;
 - 2. A less intensive use has replaced the original nonconforming use;
 - 3. The building or structure has been removed through the applicable procedures for the condemnation of unsafe structures;
 - 4. The owner has physically changed the building or structure or its permanent equipment in such a way as to indicate clearly a change in use or activity to something other than the nonconforming use; or
 - 5. The property, if a land use conducted primarily outside of a building, has been vacant or completely inactive for 12 months;
 - 6. The property, if a land use conducted primarily inside of a building, has been vacant or completely inactive for 24 months.
- C. Overcoming presumption of abandonment. A presumption of abandonment based solely on the length of time a land use has remained vacant or inactive may be rebutted within 90 days of such use being deemed abandoned upon a showing, to the satisfaction of the Board of Zoning Appeals, that during such period of vacancy or inactivity the owner of the land or structure:
 - 1. has been maintaining the land and structure in accordance with the all applicable building codes,; and
 - a. has been actively and continuously marketing the land or structure for sale or lease based upon the existence of the nonconforming use; or
 - 2. has been engaged in other activities that would affirmatively prove that there was not an intent to abandon.

607 DETERMINATION OF NONCONFORMITY STATUS

In all cases, the property owner shall have the burden of establishing that a nonconforming use or nonconforming structure lawfully exists under these regulations.

608 REGISTRATION ON NONCONFORMITIES

- A. Rights conditional. The rights given to those using or owning property involving nonconformity are specifically conditioned on the registration of the nonconformity with the Planning and Zoning Administrator , or his/her designee.
- B. Registration process. The Planning and Zoning Administrator, or his/her designee, shall

establish a process for the registration of nonconformities and shall establish a system for keeping records of such nonconformities. The Zoning Administrator, or his/her designee, shall provide registration forms for this purpose.

- C. Registration deadlines. Property owners shall have one year from the date on which the nonconformity first became nonconforming to register it. Subject to the verification procedures established by the Planning and Zoning Administrator, or his/her designee, nonconformities so registered shall be deemed to be lawful nonconformities, to the extent documented on the registration form. All rights to continuance, maintenance, repair and other continuation of the nonconformity shall apply.
- D. Effect of not registering appeal. The Planning and Zoning Administrator or his/her designee shall refuse to permit the expansion, continuance, repair, maintenance or other continuation of nonconforming status for nonconformity not registered in accordance with this section. An aggrieved party may appeal such denial to the Board of Zoning Appeals, which may grant a late registration status to the nonconformity if it finds that:
 - 1. The failure to register the nonconformity occurred because the owner was unaware that the situation was nonconforming or from excusable neglect; and
 - 2. The nonconformity was established lawfully in conformance with the then applicable Zoning Code, or is otherwise entitled to protection under a specific section of this Article.
- E. If the Board of Zoning Appeals grants late registration status to the nonconformity, the owner shall then be entitled to all of the rights accorded to the nonconformity as though it were registered in accordance with the requirements of this section.

Article 7. Administration & Enforcement

700 AMENDMENTS

- A. The governing body may, from time to time, on its own motion or on petition, as provided herein, amend, supplement, change, modify, or repeal the regulations and restrictions as established herein and may change, restrict, or extend the boundaries of the various districts established herein.
- B. Relevant matters considered when approving or disapproving zoning requests, may not necessarily be given the same weight in relation to any proposed amendment, including but not limited to, the following:
 - 1. the character of the neighborhood;
 - 2. the zoning and uses of properties nearby;
 - 3. the suitability of the subject property for the uses to which it has been restricted;
 - 4. the extent to which removal of the restrictions will detrimentally affect nearby property;
 - 5. the length of time the subject property has remained vacant as zoned;
 - 6. the relative gain to the public health, safety and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;

7. recommendations of permanent staff; and
 8. conformance of the requested change to the adopted or recognized master plan being utilized by the city.
- C. All such proposed amendments first shall be submitted to the Planning Commission for recommendation. The Planning Commission shall hold a public hearing thereon.
1. If such amendment, modification, change, restriction, or repeal is a general revision of existing ordinance, notice of such public hearing shall be published at least once in the official city newspaper at least 20 days prior to the date of the hearing. Such notice shall fix the time and place for such hearing and shall describe such proposal in general terms.
 2. If such amendment, modification, change, restriction, or repeal is not a general revision of existing ordinance and will affect only specific property, it shall be designated by legal description and general location, and in addition to public notice as described in 700(C)(1) above, written notice of such proposed action shall be mailed to all owners of real property located within 200 feet of the nearest property line of the area proposed to be altered, and opportunity shall be granted to all interested parties to be heard at the public hearing. If the proposed property is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet into any unincorporated area. Lists of affected properties and property owners shall be established through a certified document provided by a title company.
 3. Whenever the city initiates a rezoning from a less restrictive to a more restrictive zoning classification of 10 or more contiguous or noncontiguous lots, tracts or parcels of the same zoning classification having five or more owners of record, such amendment shall require notice by publication and hearing in like manner as that required by subsect (C)(2). In addition, written notice shall be required to be mailed to only owners of record of the properties to be rezoned and only such owners shall be eligible to initiate a protest petition, in accordance with K.S.A. 12-757(c)(2).
 4. All notices shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available.
 5. When the notice has been properly addressed and deposited in the mail, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Planning Commission or the governing body.
 6. Any notice in compliance with the provisions set forth above is sufficient to permit the Planning Commission to recommend amendments to zoning regulations which affect only a portion of the land described in the notice or which give all or any part of the land described a zoning classification of lesser change than that set forth in the notice. A recommendation of a zoning classification of lesser change than that set forth in the notice shall not be valid without republication and, where necessary, remailing, unless the Planning Commission has previously

established a table or publication available to the public which designates what zoning classifications are lesser changes authorized within the published zoning classifications. At any public hearing held to consider a proposed rezoning, an opportunity shall be granted to interested parties to be heard in accordance with the procedural rules of the Planning Commission.

- D. An accurate written summary of the Public Hearing held by the Planning Commission shall be made. The Public Hearing may be adjourned from time to time. Within 60 days following the public hearing, the Planning Commission shall prepare its recommendations and by an affirmative vote of a majority of the entire membership of the Planning Commission adopt the same in the form of the proposed change, either general or property specific, and shall submit the same, together with the written summary of the hearing thereon, to the governing body. If the Planning Commission fails to make a recommendation within 60 days following a public hearing, the Planning Commission shall be deemed to have made a recommendation of disapproval, and such default recommendation and written summary of the public hearing, shall be submitted to the governing body for further action.
- E. Regardless of whether or not the Planning Commission approves or disapproves a zoning amendment, if a protest petition against such amendment is filed in the office of the city clerk within 14 days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of record of 20% or more of any real property proposed to be rezoned, or by the owners of record of 20% or more of the total real property within the area required to be notified of the proposed rezoning of a specific property, excluding streets and public ways, the ordinance adopting such amendment shall not be passed except by at least a three-fourths vote of all the members of the governing body. For the purpose of determining the sufficiency of a protest petition, if the proposed rezoning was requested by the owner of the specific property subject to the rezoning, or the owner of the specific property subject to the rezoning does not oppose in writing such rezoning, such property also shall be excluded when calculating the total real property within the area required to be notified.
- F. Upon receipt of the recommendation from the planning commission, the governing body either may: (1) Approve such recommendations by the adoption of the same by ordinance; (2) override the Planning Commission's recommendations by a 2/3 majority vote of the membership of the governing body, and approve an action deemed appropriate by such majority of such body; or (3) may return the same to the Planning Commission for further consideration, together with a statement specifying the basis for the governing body's failure to approve or disapprove.
- G. If the governing body returns the Planning Commission's recommendation for further consideration, the Planning Commission, shall at its next regularly scheduled meeting consider the same, and after consideration, may resubmit its original recommendation giving the reasons therefor or submit a new and amended recommendation. Except as otherwise required by 700(E) above, upon the receipt of such recommendation, the governing body, by a simple majority thereof, may adopt, or may revise or amend and adopt, such recommendation by ordinance, or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the governing body

following the Planning Commission's next regular meeting after receipt of the governing body's report, the governing body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

- H. If such amendment affects the boundaries of any zone or district, the respective ordinance shall describe the boundaries as amended, or if provision is made for the fixing of the same upon an official map which has been incorporated by reference, the amending ordinance shall define the change or the boundary as amended, shall order the official map to be changed to reflect such amendment, shall amend the section of the ordinance incorporating the same and shall reincorporate such map as amended.
- I. Any approved rezoning or zoning code amendment shall become effective upon publication of the adopting ordinance.

701 CHANGES BY INDIVIDUALS OR GROUPS

A. Application in writing for any changes in district boundaries or reclassification of any lot, tract, or parcel of land located in the city shall be filed with the Planning Commission and accompanied by such data and information as may be prescribed by the Commission so as to assure fullest possible presentation of facts for the permanent record.

B. As such applications for changes or reclassification will affect specific property, it shall be designated by legal description and general street location, and shall be accompanied by a certified list, prepared by an abstract company, of all owners of real property within 200 feet of the area proposed to be changed or reclassified, excepting public streets and ways, located within or without the corporate city limits of the city. If the proposed amendment to property is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.

C. For process for such amendment, refer to Section 700.

D. Permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas. (Code 2023). The permit fee shall be paid to the city clerk upon filing each such application for each lot, tract, or parcel included in the application to change district boundaries or reclassify an area for the purpose of defraying costs of the proceedings prescribed herein. A written receipt shall be issued to the persons making such payment and records thereof shall be kept in such a manner as prescribed by law.

E. Whenever five or more property owners of record owning 10 or more contiguous or noncontiguous lots, tracts or parcels of the same zoning classification initiate a rezoning of their property from a less restrictive to a more restrictive zoning classification, notice and protest petition requirements shall be in accordance with the provisions of K.S.A. 12-757 (c)(1).

702 CONDITIONAL USES

The governing body may, from time to time, on its own motion or on petition, in the manner provided for herein, authorize in specific cases such conditional uses as are expressly allowed in the various districts.

A. Application. An application in writing for such conditional use shall be filed with the

Planning Commission, accompanied by such data and information as may be prescribed by the Commission so as to assure the fullest possible presentation of facts for the permanent record.

1. On the application, the property for which the conditional use is sought shall be designated by legal description and general street location.
2. Accompanying the application, a certified list of the names and addresses of all property owners within 200 feet of the designated property (excepting public streets and ways) shall be obtained from an abstract company and is to be provided by the petitioner. If the proposed designated property is located in the "SF15" Residential District, or adjacent to the "SF15" Residential District, the area of notification of the action shall be extended to at least 1,000 feet in the "SF15" Residential District. If the proposed designated property is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.
3. Permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas. (Code 2023). The permit fee shall be paid to the city clerk upon the filing of each application for each lot, tract, or parcel included in the application for the purpose of defraying the costs of the proceedings prescribed herein. A written receipt shall be issued to the person making such payment and the records thereof shall be kept in such a manner prescribed by law.

B. Public Hearing. The Planning Commission shall establish the time and place of the public hearing.

1. At least 20 days' notice of the time and place of the public hearing shall be published in the official paper of the city of Haysville.
2. In addition to such public notice, written notice of such conditional use shall be mailed to all property owners and applicable addresses within 200 feet of the property (excepting public streets and ways) and an opportunity granted to interested parties to be heard at the public hearing. If the proposed designated property is located in the "SF15" Single-Family Suburban Residential District, or adjacent to the "SF15" , the area of notification of the action shall be extended to at least 1,000 feet in the "SF15" . If the proposed designated property is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.

C. Consideration. The objective of permitting specific conditional uses within a district is to provide adequate consideration of the conditions in terms of this Code to assure:

1. That proposed uses will not be contrary to the public interest.
2. That the spirit of the Code is observed.
3. That public safety and welfare is secured.
4. That substantially equal treatment under the law is preserved.

- D. Criteria. The following criteria shall be evaluated as they relate to the specific case being considered, and such stipulation as deemed appropriate in relation to any request for a conditional use may be developed by the Planning Commission and incorporated into any recommendation in support of the requested conditional use.
1. Access and traffic load and/or flow.
 2. Noise, light and odor.
 3. Screening.
 4. Parking, refer to parking section.
 5. Services (public utilities).
 6. Public health and safety.
 7. Adequacy of facility and lot size.
 8. Signs.
 9. Review by fire marshal for designation.
 10. Time limitations for implementing/beginning the use upon the property may be incorporated within the conditions of the conditional use when appropriate to ensure that when the use is begun the criteria upon which the conditional use was approved remains essentially the same.
 11. Sunset provisions may be incorporated within the terms of the conditional use in accordance with the same standards set forth in Article 6 regarding abandonment of use.
 12. Other considerations as appropriate.
- E. Action. An accurate written summary of the Public Hearing held by the planning commission shall be made. The Public Hearing may be adjourned from time to time. Within 60 days following the conclusion of the public hearing, the planning commission shall prepare its recommendations, and by an affirmative vote of a majority of the entire membership of the Commission either 1) adopt the recommendation including any conditions to be met in allowing the conditional use, or 2) deny the application including a statement of the reason(s) for such denial, and the recommendation, together with the written summary of the public hearing thereon, shall be submitted to the governing body. If the Planning Commission fails to make a recommendation on a conditional use request within the allotted timeframe, the Planning Commission shall be deemed to have made a recommendation of disapproval, and such default recommendation and written summary of the public hearing, shall be submitted to the governing body for further action.
- F. Upon receipt of the recommendation from the Planning Commission, the governing body either may: (1) Approve such recommendation by the adoption of an Order; (2) override the Planning Commission's recommendations by a 2/3 majority vote of the membership of the governing body, and adopt an Order setting forth the action determined appropriate by such majority of that body; or (3) may return the recommendation to the Planning Commission for further consideration, together with a statement specifying the basis for the governing body's failure to approve or disapprove.
- G. If the governing body returns the Planning Commission's recommendation for further consideration, the Planning Commission, shall at its next regularly scheduled meeting consider the same, and after consideration, may resubmit its original recommendation giving the reasons therefor or submit a new and amended recommendation. Except as

otherwise required by 700(E) above, upon the receipt of such recommendation, the governing body, by a simple majority thereof, may adopt, or may revise or amend and adopt, such recommendation by order, or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the governing body following the Planning Commission's next regular meeting after receipt of the governing body's report, the governing body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

- H. Protest. The same protest provisions set forth in Section 701 above shall apply to this conditional use process.
- I. Existing Conditions. Uses which were legal at the time of the adoption of this zoning ordinance that would be conditional uses under the zoning ordinance shall be considered nonconforming uses and shall be continued and maintained in conformance with the provisions of Section 600.

703 ENFORCEMENT OF THESE REGULATIONS

- A. It shall be the duty of the Planning and Zoning Administrator , or designee, to enforce the provisions of this Code and to refuse to issue any permit for any building or structure, or for the use of any premises that would violate any of the provisions hereof, and to cause any building, structure, place, or premises to be inspected and examined, and to order in writing the remedying of any condition found to exist therein or be in violation of any provision of this Code.
- B. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, or land is used in violation of this Code, the Planning and Zoning Administrator , or designee, is hereby authorized and directed to institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use, to restrain, correct, or abate such violation and to prevent the occupancy of the building, structure, or land, or to prevent any illegal act, conduct, or use in or about such premises.

704 PERMITS

- A. The existing character of structures and the use and occupancy of premises shall not be changed, nor shall any building, the use of which is proposed to be altered or changed, be hereafter erected or altered until a permit shall have been approved by the Planning and Zoning Administrator , or designee, and issued by the city clerk stating that the proposed uses of such building or premises complies with all the provisions of this Code.
- B. Application for permits shall be on forms approved by the Planning and Zoning Administrator, or designee, and shall be filed with the city clerk. A record of all applications and permits shall be kept on file in the office of the city Clerk. If an application for a permit is made after the work for which the permit is sought has begun, then the cost of the permit shall be double the cost of a permit that is obtained prior to the time work has begun.
- C. No permit shall be issued unless the application shows that the proposed structure and use will conform to the provisions of this Code.

- D. Permits must meet the requirements of the city Subdivision Regulations and, thus, shall not be issued on land which is not shown on a recorded plat or replat, or a lot split, except for a continuation of an existing use or occupancy, accessory structures or uses, or additions to existing structures or uses. If platting is not required, all of the public improvements necessary to carry out the requested permit nevertheless may be required at the applicants' expense, including, but not limited to, dedications in lieu of platting such as for easements and additional rights-of-way.
- E. An appeal may be taken to the governing body from the action of the Director of Public Works, or designee, denying any permit by filing a notice of appeal, specifying the grounds therefore, with the city Clerk. The city Clerk shall schedule a hearing for the applicant before the governing body within thirty (30) days of receipt of such notice of appeal. If the Planning and Zoning Administrator, or such designee's, action is determined to be justified because of noncompliance to this Code, the applicant shall be directed to the Planning Commission, as appropriate, to comply prior to issuance of any permit.

705 PENALTY

Any violation of the provisions of these regulations shall be a misdemeanor and shall be punishable by a fine or by imprisonment for not more than six months for each offense or by both such fine and imprisonment. Each day's violation shall constitute a separate offense. Fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas. (Code 2023).

706 VALIDITY

If a section, paragraph, clause, or provision of these regulations shall be declared invalid by any court or competent jurisdiction, the same shall not affect the validity of the Code or any part of provision thereof, other than the part so declared to be invalid.

ARTICLE 9. PLANNING COMMISSION

901 JURISDICTION

Jurisdictional boundaries of Planning Commission are hereby established as shown on the map designated as the "Zoning Jurisdiction Map," which such map shall include:

- J. Total jurisdiction within city limits;
- K. Primary recommendation within zone of influence, three-mile ring, where overlap occurs within the city's zone of influence.
- L. Secondary recommendation within zone influence, three-mile ring, where overlap occurs within the city's zone of influence.

Such map and all notations, references and the information shown thereon are hereby made a part of this chapter as if the same were set forth in full herein. It shall be the duty of the planning commission Secretary to keep on file in his or her office an authentic copy of the map, all changes, amendments or additions thereto and duplicate copies thereof shall be kept on file in the office of the Planning Commission and building inspector.

ARTICLE 10. BOARD OF ZONING APPEALS

1001 APPEALS

Appeals to the board may be taken by any person aggrieved by any officer, department, board or bureau of the municipality during the enforcement of the Zoning Regulations or affected by any decision of the administrative officer regarding the applicability of such restrictions and/or requirements imposed by the Zoning Regulations. Such grievance shall be taken within a reasonable amount of time to the board for consideration and/or action, by filing an appeal within 14 days of the decision specifying the grounds thereof and paying the fee required. The officer from whom the appeal is taken shall forthwith transmit to the board, all papers constituting the record upon which the action appealed was taken. The board shall have the power to hear appeals (of, where, or when) it is alleged there is an error in any order, requirement, decision or determination made by an administrative officer in the enforcement of the Zoning Regulations.

- A. Appeal: An appeal in writing shall be filed with the board accompanied by such data and information as may be prescribed by the board as to assure the fullest possible presentation of facts for the permanent record.
- B. On the appeal, the property for which review and consideration is sought shall be designated by legal description and general street location.
- C. Accompanying the appeal, a certified list of the names and addresses of all property owners within 200 feet of the designated property (excepting public streets and ways) shall be provided by the petitioner. If a proposed appeal to property for which review and consideration is sought is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.
- D. Permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas. (Code 2023). The fee shall be paid to the city clerk upon the filing of each appeal, for the purpose of defraying the costs of the proceedings prescribed herein. A written receipt shall be issued to the persons making such payment and records thereof shall be kept in such a manner as prescribed by law.

1002 STAY PROCEEDINGS

An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board after the notice of appeal shall have been filed with him or her that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application or notice to the officer from the appeal of which is taken and on due cause shown.

1003 HEARING

The board shall fix a reasonable time for the hearing of any appeal, variance or exception, give public notice thereof as well as due notice to the parties of interest, and decide same within a reasonable time. Upon the hearing any party may appear in person or by agent or attorney.

- A. Hearing: The board shall establish the time and place of the public hearing.

- B. At least 20 days' notice of the time and place of the public hearing shall be published in the official paper of the city of Haysville.
- C. In addition to such public notice, written notice of such appeal shall be mailed to all property owners and applicable addresses, within 200 feet of the property (excepting public streets and ways), each party to the appeal and the appropriate Planning Commission and an opportunity granted to interested parties to be heard at the public hearing. If the proposed property for which appeal, variance, or exception is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.

1004 VARIANCES

The board is empowered to authorize in specific cases a variance from the specific terms of the zoning ordinance which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will in an individual case result in unnecessary hardship (total deprivation of use), and provided that the spirit of the zoning ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the zoning ordinance in such district. A request for variance may be granted in such case upon finding by the board that all of the following conditions have been met:

- A. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and that it is not created by an action or actions of the property owner represented in the application;
- B. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owner represented in the application;
- E. That the strict application of the provisions of the zoning ordinance of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application.
- F. Permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas. (Code 2023). The fee shall be paid to the city clerk upon the filing of the variance, for the purpose of defraying the costs of the proceedings prescribed herein. A written receipt shall be issued to the persons making such payment and records thereof shall be kept in such a manner as prescribed by law.
- D. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.
- E. That granting of the variance desired will not be opposed to the general spirit and intent of the zoning ordinances.

1005 EXCEPTIONS

The board is authorized to grant exceptions to the provisions of the zoning ordinance in those instances where the board is specifically authorized to grant such exceptions and only under the terms of the zoning ordinance. In no event shall exceptions to the provisions of the zoning ordinance be granted where the use or exception contemplated is not specifically listed as an exception in the zoning ordinance. Further, under no conditions shall the board have the power to grant exceptions when conditions of this exception, as established in the zoning ordinance, are

not found to be present.

1006 SPECIAL EXCEPTIONS

The board is authorized:

- A. To grant a permit for a temporary building for commerce or industry in a dwelling district which is incidental to the dwelling development, which temporary building shall be located in the platted development area. No such permit shall be issued for more than 24 months or beyond completion of the project, whichever is shorter.
- B. To grant a permit for the extension of a use or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership at the time of the adoption of the zoning ordinance, or at the time of annexation, whichever is later.
- C. To determine in cases of uncertainty, the classification of any use not specifically enumerated in the zoning regulations.

1007 FURTHER POWERS OF THE BOARD

In exercising the powers set out in this article, such board may reverse or affirm wholly or partially, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made and that end shall have all powers of the officer from whom the appeal is taken.

1008 VOTE REQUIRED

The concurring vote of a majority of the members appointed to the board shall be required to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required, or to affect any variation of the zoning regulations.

1009 ADMINISTRATIVE ADJUSTMENTS.

The intent and purpose of this section is to allow for administrative action on requests for minor modifications or adjustments to certain provisions of these regulations.

Authority. The Planning and Zoning Administrator, with the concurrence of the Deputy Administrative Officer shall have the authority to approve applications for administrative adjustments.

Authorized Administrative Adjustments. Administrative adjustments shall be limited to the following:

- 1. Reducing the minimum lot area, width, or depth by up to 10 percent.
- 2. Increasing the maximum structure height by up to 20 percent.
- 3. Reducing the minimum front, rear, or side yard by up to 20 percent.
- 4. Increasing the maximum lot coverage by up to 10 percent.
- 5. Reducing off-street parking and loading requirements, the required depth of parking stalls and the required width of circulation aisles by up to 25 percent

Standards. The Planning and Zoning Administrator may grant an administrative adjustment based upon specific written findings of fact made after consideration of the request and any comments and/or evidence presented in light of relevant factors, including but not limited to

the standards in Section 1009 of these regulations.

Conditions. In granting an administrative adjustment, the Planning and Zoning Administrator may attach such conditions upon the property and/or the applicant benefited by the administrative adjustment deemed necessary to address issues raised during the application process. The administrative adjustment is subject to ongoing compliance with these conditions and shall lapse and become ineffective if such conditions are not continually complied with. Such conditions may include, but not be limited to, length and time of operation and ownership limitations; screening, landscaping and fencing; provision of utilities, drainage, sidewalks and other public improvements; additional access or access control; off-street parking and loading requirements; and platting, dedications and/or guarantees. In addition to the guarantees referred to below for parking and/or screening, covenants which run with the land or the property to guarantee that conditions will be carried out at a future date may be required to be filed with the Sedgwick County Register of Deeds.

Decisions and Records. The Planning and Zoning Administrator shall render and issue a written decision to the applicant in the form of an administrative adjustment to be filed with the Sedgwick County Register of Deeds Office or a written denial of the requested administrative adjustment containing specific findings of fact to be filed with the application.

Period of Validity. An administrative adjustment issued pursuant to these regulations shall lapse and become ineffective if the administrative adjustment is not commenced upon the property within 180 days and/or continuously maintained on the property thereafter; provided, that the Planning and Zoning Administrator may grant additional extensions not exceeding 180 days each, upon written application.

1101 FLOODPLAIN MANAGEMENT ORDINANCE INCORPORATED

There is hereby incorporated by reference, for the purpose of regulating and managing floodplains within the corporate limits of the City of Haysville, Kansas, a "Floodplain Management Ordinance." At least one copy of said Model Floodplain Management Ordinance shall be marked "Official Copy as adopted by Ordinance No. 1104" and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

HAYSVILLE PLANNING COMMISSION/BOARD OF ZONING APPEALS

Minutes
April 11, 2024

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

Those members present were: Jeff Blood, Dan Rinke, Jimmy Wallis, Tim Aziere, Debbie Coleman, Brandon Trube, and Mark Williams. Also present were Planning and Zoning Administrator Jonathan Tardiff, and Deputy Administrator Georgie Carter.

The first item of business was the Minutes of March 28, 2024.

Motion by Coleman Second by Trube.

To approve the minutes as presented.

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

Motion carried.

Under new business was the review of the Preliminary Plat of Lazy Days Estates Addition to Sedgwick County.

Tardiff stated that this was the preliminary plat for the Lazy Days Estates Addition to Sedgwick County and is Haysville's area of influence, located south of 81st Street and east of Seneca Street, zoned rural residential and is approximately 43.61 acres. Tardiff stated that comments from area utility companies are in the staff report before the commission and that staff was recommending the applicant address the issues listed in the comments before submitting the final plat for approval. Tardiff stated that the applicant Mr. Austin, and Mr. Heinen with Kaw Valley Engineering were present if the commission had any questions.

Aziere asked if there were any questions for staff. There was none.

Aziere asked the commission if they had any questions for the applicant or the agent. There was none.

Aziere asked the commission if there were any questions or general discussion. There was none.

Aziere asked for a motion. Williams made a motion to approve the preliminary plat.

Aziere asked if this was approval for Sedgwick County or Haysville of the preliminary plat. Carter stated that the final plat would be reviewed by Haysville before going to Sedgwick County and that this was just a recommendation for the preliminary plat. Aziere asked Williams if he wanted to rephrase his motion.

Aziere asked for a motion.

Motion by Williams Second by Trube.

To recommend approval of the preliminary plat for Lazy Days Estates Addition to Sedgwick County as presented.

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

Motion carried.

Under old business was the public hearing of the Zoning Code Chapter 16, Articles 3 and 4.

Aziere read the instructions for opening the public hearing and asked the commission if they had any conflict of interest in the case. There was none.

Aziere asked for staff to present the staff report.

Carter stated that before the commission was the red-lined copy of the proposed changes, and that there is a lot of formatting as she had moved wording around. Carter stated that also before them was a clean copy of the proposed changes if this was approved and recommended to the city council for approval. Carter stated that in the staff report under Article 3, updates to Section 303 Regulations, All Districts, and did Section I Setbacks that has repetitive language that was throughout each district and was moved here so as not to repeat it in each district, added Section J for Maximum Height Structures to restrict windfarms as this is not wanted to see right outside of town or in town, and Section F is not an addition and some wording was removed.

Carter stated that Section 304, Accessory Uses and Structures was added as language was repetitive throughout each district, and took the bulk part of accessory uses and put it here, and listed locations for accessory uses either in the side or rear yard and listed the setback for all the districts. Carter asked the commission if they had any questions. There was none.

Carter stated that in Article 4, Zoning Districts, in SF15 Single-Family Suburban Residential District, accessory uses and structures, see reference to section 304 were added to all zoning districts, and she would not keep repeating that was added in all the districts. Carter stated that also in the SF15 district, the accessory setback for the rear and side yard was reduced from 5 feet to 3 feet and this is also throughout each district, and rearranged wording throughout all districts to be the same in bulk regulations, lot size requirements, setbacks, and parking and landscaping requirements if they are required.

Aziere asked if all the rear yards were changed from 5 feet to 3 feet. Carter stated yes. Aziere asked if this would only apply if there were no existing drainage or utility easements in the back of the lot. Carter stated that was correct because, under the Accessory Use or Structure definition, it cannot be on a platted easement or block drainage. Carter stated that pools are still 5 feet and are under the Building Code which is different as a pool is 5 feet from side and rear property lines. Aziere stated that was his concern, and if that does not work for someone, there is a mechanism so that someone can have that changed. Carter stated they would need to apply for a variance, a pool is separate and is under the Building Code as 5 feet, not 3 feet, and the accessory rear yard setback applies for sheds or other structures as long as they are not in the easement or block drainage they would be fine.

Carter stated that also under SF15 Single-Family, reducing the maximum height of a structure from 45 to 35 feet, added a minimum lot width of 50 feet, and added a minimum lot depth of 90 feet. Carter stated that previously there was not any lot depth or width listed, that it only listed a 6,000 square feet minimum, and asked the commission if they wanted to see an increase or decrease of the lot depth or lot width to let her know.

Carter stated that under Single-Family Zero Lot Line, Accessory Uses and Structures was added, reducing the minimum lot width from 50 feet to 40 feet, this was to make everything the same throughout the districts as some districts have the lot width and depth listed, or they did not have them, and was trying to make sure each district had the same wording. Carter stated that she was suggesting reducing the minimum lot width from 50 feet to 40, and the lot depth from 90 feet to 80 feet, this was

up for discussion, and having looked at other cities, if the commission does not want the minimums to be this small to let her know.

Coleman asked what page Carter was on. Carter stated she was reading off of the staff report. Rinke stated that this was on page 39 of the clean draft of the proposed changes. Carter stated this was SFZ Single-Family Zero Lot Line, and that under part C Lot Size Requirements, the minimum lot size would be 5,000 square feet, the minimum lot is 40 feet, and the minimum lot depth is 80 feet. Carter stated she was fine with leaving the lot width at 50 feet and the lot depth at 90 feet, and asked the commission if they had any comments concerning the proposed changes.

Aziere stated he was thinking through the 35-foot height of a structure as there are some two-story houses that once you hit the peak it is close to 30 feet or above due to 3-foot trusses on the roof. Aziere stated that he does not want to create an issue for someone else, and two-story houses should not be unrestrictive. Carter asked if this was on single-family homes. Aziere stated yes, but without taking plans individually as they come in, is there a mechanism to allow the home to be 36 feet high? Carter stated yes there was, and that if you don't want to be so restrictive and leave it at 45 feet they can. Aziere stated he was not sure it should be left at 45 feet either, and was worried that having it reduced to 35 feet is cutting it too close. Carter stated they could change it to 40 feet. Williams asked what the reason for reducing them was. Carter stated it was to keep the homes uniform throughout single-family residential without having one home two stories high next to a one-story home. Carter stated that she changed it for two-family in MF4 Multi-Family Residential so they would blend in easier with the neighborhood. Aziere asked what the new homes in Copper Tail were. Carter stated that she does not recall and had meant to look at those as they are a little bit taller. Aziere stated to leave the height of the structure at 35 feet.

Carter stated that SF Single-Family Residential they were going to leave the height of the structure at 35 feet, and asked the commission if they were good with a lot width of 50 feet and a lot depth of 90 feet. Aziere stated yes they were. Carter stated that on SFZ Single-Family Zero Lot Line the height was already in the code at a maximum height of 35 feet and most of the homes are going to be single story. Carter stated they are proposing reducing the lot width from 50 feet to 40 feet and reducing the minimum lot depth from 90 feet to 80 feet. Carter stated that if the commission wanted to leave the lot width at 50 feet and the lot depth at 90 feet they could since the minimum square footage is 5,000 that residents have to meet. Aziere stated that he thought the 40-foot lot width seemed small and he was ok leaving the 80-foot lot depth and the 50-foot lot width. Carter stated they would reduce the lot depth to 40 feet, and keep the 50 feet lot width. Aziere asked the commission if there was any other discussion about changing the lot width to 40 feet. There was none.

Carter stated that they added to the side yard setback: On the zero-setback side, no windows or doors are allowed, and under general conditions: On the side setback, exterior materials must be constructed with fire-rated materials for 2 hours. Carter stated this comes from the Building Code that is more in-depth about zero lot setbacks, and they still need to maintain 10 feet in between structures. Aziere stated he was concerned about that, but is ok with the side yard setback.

Carter stated that Section 404: Tiny Homes, Accessory Uses and Structures, section 304 was added, and as this district was recently added to the zoning regulations, not a lot of work has been done to this section, and currently, no one has asked about constructing a tiny home. Carter stated that Section 405: Two-Family Residential, added the minimum lot width of 50 feet and the minimum lot depth of 90 feet, and reduced the minimum height of a structure from 45 feet to 35 feet. Carter asked the commission if they wanted to accept these changes to Two-Family Residential. Aziere stated yes.

Carter asked the commission if they were good with these changes so far. The commission stated they were good with the changes so far.

Carter stated that under Section 406: MF4 Multi-Family Four Residential District, added a minimum lot width of 50 feet and a minimum lot depth of 90 feet, and reduced the maximum height of a structure from 45 feet to 35 feet. Carter asked the commission if they were ok with the proposed changes. There were no changes made by the commission.

Carter stated that under Section 407: MFA Multiple-Family Apartment Residential District, added a minimum lot width of 50 feet and a minimum lot depth of 90 feet, and added a maximum height of a structure of 55 feet. Aziere asked if this was already in the regulations. Carter stated that this was not in the regulations currently, and this was an addition to the regulations. Aziere stated he was ok with the proposed additions. Aziere asked about the apartments behind Bionic Burger, and if he wanted to build high-rise apartments what would need to be done. Carter stated that they would have to apply for a variance. Aziere stated he didn't believe they would receive a lot of 5 story structures. Carter stated that if the commission did not want to add a maximum height structure on apartments they did not have to. Aziere stated he was fine with this, and if it was to go through a zone change to apartments, that conversation could happen then. Carter stated they could apply for a conditional use as well.

Carter stated that Section 408: MH Manufactured Home Parks or Manufactured Home District will be looked at later, and the only thing added was the accessory uses and the setbacks as this will require some more changes at a later date. Aziere asked if this would require another public hearing. Carter stated yes it would, and currently no one is looking at doing a manufactured home park or manufactured home.

Carter stated that for Section 409: HMC Hotel and Motel Commercial District, the minimum lot width, lot depth, and accessory setback were added. Carter asked if the commission had any questions. There was none.

Carter stated that for Section 410: OC Office Commercial District, added the minimum lot depth, removed the hours of operation, and added the Accessory structure setback, this will be looked at again as this district may not be needed, and may be included with light commercial, but leaving it here for now. Carter asked if there was any feedback concerning the Office Commercial District. Aziere stated that with the removal of the hour's operations that may be the only difference between office commercial and light commercial. Carter stated the office commercial district has been in the regulations for a long time and may be outdated.

Carter stated for Section 411: LC Light Commercial District, the minimum lot width of 50 feet, the maximum structure height of 45 feet, and the minimum lot depth of 90 feet were all added. The accessory setback for the rear and side yard was reduced from 5 feet to 3 feet, and the use limitations were added. Carter stated that the use limitations would need to be paid attention to as some of the uses are already in here, but this is where we are trying to control the outdoor storage for commercial use and avoid some of the problems we have. Carter asked if anyone on the commission had a question on these. There was none. Carter read the Use Limitations that: 1. No outdoor storage is permitted, except for display of goods for sale as temporary use (no more than 45 days) except as otherwise allowed or approved in accordance with these regulations; 2. Merchandise that is for sale may be displayed in areas immediately adjacent to the building; 3. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale; 4. Storage shall occur within a solid screened areas and shall not be visible from any adjacent non-elevated street nor

from ground level view in any adjacent lot except as otherwise allowed or approved in accordance with these regulations. Carter stated that concerning this limitation, there were under the use chart some conditions stated there concerning use limitations, for instance, car sales would be allowed. Carter stated that for 5. There shall be no manufacture, compounding, processing, or treatment of products other than that which is clearly incidental and essential to a retail store or business and where all such products are customarily sold at retail on the premises; 6. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes; and 7. Vending machines and newspaper displays may be displayed outside. Carter stated that these few were already in the code and asked if there were any questions.

Aziere asked about seasonal sales for plants in the summer, and other sales like that. Carter stated that number 1. No outdoor storage is permitted, except for the display of goods for sale as temporary use no more than 45 days would cover this. Aziere asked if they wanted to do more than 45 days for the whole summer to sell plants, is this a conditional use? Carter stated except where otherwise allowed or approved in accordance with these regulations, this would be an allowed use for outdoor sales. Carter stated that if the sales were immediately adjacent to the building it would be an allowed use like Nifty Thrifty does sales by the sidewalk not all year round, and True Value has items immediately outside their building. Aziere stated True Value was who he was thinking of as they buy mulch in bulk. Carter stated that True Value talks to the City if they have extra mulch for sale. Rinke asked if they have these items out all year long. Carter stated True Value has items out on the sidewalk adjacent to the building. Aziere stated that Rinke was talking about the far end of parking lot stalls and that from what was just read is strictly prohibited unless the number of required stalls per square footage of the building and would be exempt because the parking stalls are extra. Carter stated that under use limitations: except as otherwise allowed or approved in accordance with these regulations, and that she could put with these regulations or with zoning approval, could be added to Section 1 under Use Limitations. Aziere stated that there are times where outdoor storage is appropriate, and we should have some control over it. Carter stated that for Use Limitations under Section 1 could add: otherwise allowed or approved in accordance with these regulations, or with the Zoning Administrator. Trube asked how this would be done through a variance or a permit. Carter stated that this would be done by staff, and done like how True Value had contacted the City concerning the mulch. Carter asked the commission if there were any other questions concerning Use Limitations. There was none.

Carter stated for Section 412: Heavy Commercial District, the minimum lot size was already in the code, added maximum height of a structure to 55 feet, added minimum lot width of 50 feet, added minimum lot depth of 90 feet, added use limitations as in light commercial district, and will add approval by the Zoning Administrator to Section 1, Section 2 and 3 are the same as listed in light commercial, Section 4: all business activities shall occur within fully enclosed structures or solid screed areas, and Section 5, 6, and 7 was already in the zoning regulations. Carter asked the commission if they had any questions, comments, or if they wanted anything changed. Rinke asked what businesses these updates would be sent out to. Carter stated that this would not apply to any businesses in operation currently and that these regulations would apply to anyone new applying for a business's license going forward.

Carter stated for Section 413: Light Industrial District, the lot width of 60 feet and a lot depth of 90 feet were added, under limitations that are less restrictive except for the outdoor storage was the main thing added as well as illumination was added.

Carter stated for Section 414: Heavy Industrial District that the minimum lot width is 100 feet and the minimum lot depth is 100 feet was the main difference, and the use limitations are the same as light

industrial. Blood asked if Section E. 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 needed to be in the zoning regulations; because you cannot park a trash truck behind a fence and not be visible there. Carter asked what the commission would want to be stated there for outdoor storage viewed from the road. Aziere stated that Heavy Industrial is the most intense use they have, and one needs a place to store things outside. Carter stated that was correct. Aziere asked if there was anywhere else in the code that allows screening of outdoor storage, agrees that screening should be attempted and do the best we can, and agrees with Blood that his point is well made that it is hard to screen a trash truck, skid steer, or crane and if they were to allow it that heavy industrial is the place to limit screening.

Trube asked about equipment rental like the Haysville Rental Center, but imagines they have backhoes and other equipment that would not be stored indoors and is probably light commercial. Aziere asked if outdoor storage comes with a conditional use for them. Carter stated yes does. Aziere stated they would have to deal with these as individual cases, go look at a property to see where it was specifically at and guide the screening, lighting, and all of that on an individual basis instead of a full land use, or as long the property is zoned correctly and there are no other regulations other than what's in the code. Trube stated that he didn't think they are zoned heavy industrial and are zoned light industrial. Carter stated that they are zoned light industrial, and they are not outdoor storage, but rental equipment that you can see but it would not be material storage is the difference. Trube asked if this would fall under products then for sale. Carter stated they would not be considered stored if they are being rented, and would be fine in a fenced area, and that is a good point you make, but outdoor storage yards are conditional uses now, they would have to come before us, and there would be screening requirements looked at if it is a 10-foot fence. Aziere stated that would be a better way to handle heavy industrial as screening requirements for a crane are different than for a skid steer, the commission can do a case-by-case based on the actual location when a case comes in, and what the right size fits the property. Trube asked if it needs to be stated in there. Aziere stated that he believes it needs to be stated in there and leave the wording in the code. Carter stated that she was trying not to be too restrictive on these, but also trying to prevent not having everything viewable from the road or the adjacent property.

Coleman asked if the rental place would grandfathered in. Aziere stated yes as they already have a conditional use permit. Carter stated that anything that is there right now does not apply to them, but if somebody comes and asks us for a business license and what they're going to have to do for this property are going to have to have screening for their property just like the business going over on Pirner currently has screening going up. Trube asked if somebody wanted to a RV storage like at the last meeting. Aziere stated they would not put RV storage on Broadway, they would have to come to us as a conditional use, and we could individually look at the property. Carter stated that if the commission wanted to change something in that sentence concerning outdoor storage, she is open to discussion, and now would be the time to do so. Aziere stated that the way it is written now makes sense, we are pretty sensitive to outdoor storage, and this gives us the most ability to control the solution.

Carter stated that was all the changes she currently has for the zoning regulations unless the commission has any questions on anything. Aziere asked the commission if there were any questions for staff. There was none.

Aziere asked if there was anyone from the public that wished to speak. Aziere asked Mr. Leely if he wished to speak. Mr. Leely stated he was just here to listen. Aziere asked Mr. Leely if his comments were in the staff report. Mr. Leely stated yes. Aziere closed the public comment portion of the public

hearing and opened the floor for the commission action to make comments. Aziere asked the commission if they had any comments, general discussion, or questions. There was none.

Aziere asked for a motion.

Motion by Coleman Second by Williams.

To adopt the recommended amendments to the Zoning Code with the discussed changes and forward the recommendation of approval to the city council.

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

Motion carried.

There was no correspondences.

There was no off-agenda.

Motion by Trube Second by Coleman.

To adjourn tonight's meeting.

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

Motion carried.

The meeting adjourned at 6:24 p.m.

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16A, THE ZONING REGULATIONS OF THE CITY OF HAYSVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENTS, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY.

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

SECTION 1. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, Section 303 the Zoning Regulations of the City of Haysville, Kansas are amended as follows:

303. REGULATIONS; ALL DISTRICTS

The rules and regulations governing all zoning districts in the city shall be as follows:

- A. Except as specifically noted in this article, the type of construction permitted will be governed by the building codes duly adopted and in use in the city.
- B. No yard, court or other open space provided about any building for the purpose of complying with the provisions of this chapter shall be diminished in any way or again used, in whole or in part, as a yard, court or other open space for another building.
- C. Except as hereinafter provided:
 - 1. No building or structure shall be erected, converted, enlarged, reconstructed or structurally altered for use, nor shall any building or structure or land to be used or changed in use to not comply with all of the district regulations established by this chapter for the district in which the building, structure or land is located, except as noted in Article 6.
 - 2. The yard regulations and the lot area provisions required by this chapter shall be considered minimum regulations for each and every building or structure existing at the time of the effective date of this chapter for any building or structure hereafter erected or structurally altered. No land required for yards or for lot area provisions now in use for an existing building or structure hereafter erected or structurally altered shall be considered as a minimum for a yard or lot area for any other building or structure.
 - 3. Every building or structure hereafter erected, enlarged or converted to a use which requires off-street parking shall provide garage space or parking space in compliance with all of the district regulations established by this chapter for the district in which the building or structure is located.
 - 4. Every building or structure hereafter erected, enlarged or converted for commercial or industrial purposes, shall provide reasonable facilities for the loading or unloading of

goods in compliance with all the district regulations established by this chapter for the district in which the building, structure or land is located.

D. Offices, sheds, warehouses and open-air storages used by building contractors in connection with the building of a principal building or the development of an area, may be erected and used in any district; provided, that they shall be removed from the premises within 10 days after substantial completion of the project or unusual suspension of work, or upon permit expiration, whichever is the earlier date. (See Section 704 for permit procedure.)

E. It shall be unlawful to remove minerals from the ground except in "HI" Heavy Industrial Districts (excluding water).

F. It shall be unlawful to use a manufactured home as a dwelling structure or habitation except in "MH" Manufactured Home Parks or Subdivisions and in compliance with all the regulations and requirements contained in the current ordinance regulating manufactured homes in Section 408.

G. The required front and side yard areas shall be landscaped and maintained in good condition.

H. Whenever a provision appears requiring the head of a department or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

I. Setbacks

1. Where there are through lots, front yard requirements shall apply to both streets.
2. No portion of any buildings shall not be located in any platted or recorded easement or alley.
3. When recorded plats show setbacks greater than the minimum setback requirements - the greater setbacks shall be used.
4. A side yard setback of 25 feet shall be provided for all schools, libraries, churches, community houses and other public and semi-public buildings on the side of the lot adjoining another building site.

J. No part of any structure, including a wind energy conversion system, may project through the plane defining maximum height, except for the following structures:

1. Chimneys, flues, stacks, fire escapes, elevator enclosures, ventilators, skylights, water tanks and similar roof structures needed to operate and maintain the building on which they are located.
2. Flagpoles, steeples, bell towers, carillons, monuments, and cupolas.
3. Wireless communication facilities must be in accordance with Appendix section: Wireless Communications.

SECTION 2. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, Section 304 the Zoning Regulations of the City of Haysville, Kansas is added as follows:

304 ACCESSORY USES AND STRUCTURES, ALL DISTRICTS

- A. Accessory Uses and Structures. Are permitted in connection with any lawfully established Principal Use, except as otherwise expressly provided in these Zoning Regulations.
 - 1. Must meet district accessory setback requirements.
 - 2. Can only be located in the side or rear yards.
 - 3. Shall not be located closer than three feet from the primary structure.
 - 4. If an existing detached accessory structure conforms to current code and meets setback requirements a permit may be approved for additional construction.
 - 5. Shall not encroach on any easement and may not block drainage.
- B. Allowed Accessory Structure Location by District.
 - 1. SF15 - Side and/or rear yard.
 - 2. SF - Side and/or rear yard.
 - 3. SFZ - Rear yard.
 - 4. TH - Rear yard, only two accessory structures are allowed, 5 feet setback from side/rear lot line.
 - 5. TF, MF4, MFA - Rear yard.
 - 6. MH - Side and/or rear yard, 3 feet setback from the side or rear lot line.
 - 7. HMC, OC - Rear yard.
 - 8. LC & HC - Side and/or rear yard.
 - 9. LI & HI - Side and/or rear yard.

SECTION 3. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, Section 401 through 414 the Zoning Regulations of the City of Haysville, Kansas is amended as follows:

401.RESIDENTIAL; “SF15” SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT REGULATIONS

This district is to accommodate large lot, single-family residential development, and areas where some public services are available and where soils are capable of accommodating septic tanks.

- A. Principal Uses. As allowed in the “SF15” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 15,000 square feet
 - 2. Minimum Lot Width: 75 feet
 - 3. Minimum Lot Depth: 100 feet

- D. Bulk Regulations
1. Front Yard Setback: 25 feet
 - a. Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street for all structures.
 - b. An open, unenclosed porch (no screens or windows) may project into a required front yard setback by eight feet but shall not encroach upon any platted or recorded easement. May have safety railing, maximum height 36 inches.
 2. Rear Yard Setback: 25 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 4. Rear/Side Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 35 feet
 - a. 45 feet if located at least 25 feet from all lot lines. No maximum height limit for barns, silos and other similar farm buildings; conditional uses to be determined as part of the conditional use permit.
- E. Parking Regulations. See Appendix.
- F. Special "SF15" district regulations.
1. Lot size requirements for nonresidential uses and uses served by private water supply.
 - a. The minimum lot size requirement for residential uses served by private water supply shall be 40,000 square feet.
 - b. The minimum lot size for nonresidential uses shall be established by the zoning administrator.
 2. Lot size requirements for uses served by sewage lagoons.
 - a. The minimum lot size requirement for uses served by sewage lagoons shall be five acres.
 3. Permitted Animals. The following animals are permitted.
 - a. Dogs and Cats in accordance with city Code.
 - b. Large and Small Domestic animals including, but not limited to rabbits, fowl, bovine cattle, horses, sheep, and goats, in accordance with each of the following standards:
 - i. Providing at least ten thousand (10,000) square feet of fenced open space per animal if the animal shelter or enclosure is within three hundred (300) feet of any dwelling on adjoining premises.
 - ii. Maintaining the animals within a fenced enclosure.
 - iii. Cleaning the domestic animal shelters at least once each week or as often as necessary to prevent or control odors and fly breeding; provided, however, that this shall not apply to grazing areas.
 - iv. Disposing of collected fecal material and other solid organic waste at a sanitary landfill or fertilizer processing plant or by proper disposal on land used for agricultural purposes.
 - v. Storing grain or protein food in tightly covered, rodent-proof, metal

- containers or rodent-proof bins.
- vi. Maintaining the premises free of rodent harborage.
- vii. Using anticoagulant rodenticides for the control of rodents and organophosphorus insecticides for the control of flies or providing other effective chemical means for the control of rodents and flies.
- viii. Using soil sterilants and herbicides or other effective means for the control of weeds and grass around structures and buildings.
- ix. Constructing and maintaining animal shelters and enclosures, including fences, by the use of dimension materials or other effective means so as to prevent domestic animals from breaking out or causing hazard to persons or property.
- x. Storing refuse in proper containers or in a manner approved by the health officer and disposing of such refuse at least once each week or as frequently as may be required by the health officer.
- xi. Storing solid waste accumulated from the cleaning of domestic animal shelters in metal or plastic containers with tightfitting metal or plastic lids and disposing of such solid waste at least once each week.
- xii. Providing proper drainage so that there is no accumulation of rainfall or liquid waste.

402. RESIDENTIAL; “SF” SINGLE-FAMILY RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “SF” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 6,000 square feet
 - 2. Minimum Lot Width: 50 feet
 - 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
 - 1. Front Yard Setback: 25 feet
 - a. Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 - b. An open, unenclosed porch (no screens or windows) may project into a required front yard setback by eight feet but shall not encroach upon any platted or recorded easement. May have safety railing, maximum height 36 inches.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 - 4. Rear/Side Yard Accessory Setback: 3 feet
 - 5. Maximum Structure Height: 45 feet on all structures
 - 6. Minimum Area of Dwelling: 600 square feet

- E. Parking Regulations: See Appendix

403.RESIDENTIAL; “SFZ” SINGLE-FAMILY/ZERO LOT LINE RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “SFZ” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
1. Minimum Lot Size: 5,000 square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet
- D. Bulk Regulations.
1. Front Yard Setback: 15 feet on interior lots.
 - a. On corner lots, 25 feet on all sides abutting a street, except that 15 feet is permitted where such frontage is adjacent to an interior zero lot line lot.
 2. Side Yard Setback:
 - a. On the zero-setback side no windows or doors are allowed.
 - b. A minimum of 10 feet shall be required between structures.
 - c. Overhanging eaves and gutters are permitted, provided that provisions for their extension and maintenance over adjacent property are contained in the restrictive covenants.
 - d. Chimneys and egress windows may project into the required setback but shall not encroach upon any platted or recorded easement.
 3. Rear Yard Setback: 15 feet
 4. Rear Yard Accessory Setback: 3 feet
 5. Minimum Area of Dwelling: 600 square feet
 6. Maximum Structure Height: 35 feet on all structures
- E. Parking Regulations. Each dwelling must have two adequate parking spaces in the driveway area.
- F. General Conditions
1. Land used for an “SFZ” District Shall must be located as a self-contained unit of development such as that created by:
 - a. Cul-de-sac or zero lot line lots which face similar types of lots across a residential street which does not carry substantial volumes of traffic; or
 - b. Lots which face a land use other than existing or future single or two-family dwellings.
 2. On the zero-setback side exterior materials must be constructed with fire rated materials of two hours.
 3. A fencing and/or screening design plan for all SFZ lots shall be submitted showing how privacy for each lot and its relationship to other lots will be achieved.
 4. Restrictive Covenants are required and shall guarantee:

- a. Maintenance of the fencing or screening.
- b. Maintenance access for structures in close proximity to one another.
- c. Other restrictions necessary to carry out the intent of the overall design concept.

404. RESIDENTIAL; “TH” TINY HOME DISTRICT REGULATIONS.

- A. Principal Uses. As allowed in the “TH” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See section 304.
- C. Homeowners Association. For each subdivision located in the “TH” Tiny Home Residential District, a property owners’ or homeowners’ association shall be established for the purpose of ownership, maintenance, and management of any and all open spaces, common areas, and private streets in accordance with K.S.A. 58-4601 et seq.
- D. Bulk Regulations.
 - 1. Maximum area of dwelling - 599 square feet for each primary structure.
 - a. Lot area - the lot area for “TH” Tiny Home family dwellings and accessory buildings shall be not less than 2,100 square feet.
 - 2. Lot width - the lot width shall be not be less than 30 feet.
 - 3. Lot depth - the minimum lot depth shall be not be less than 70 feet
 - 4. Front yard
In the “TH” Tiny Home District the minimum front yard setback shall be 10 feet on interior lots. On corner lots, 10 feet on all sides abutting a street.
 - 5. Side yard
 - a. In all locations where building lines or side lines on corner lots are shown on plats and are recorded, the minimum width of the side yard shall be the same as the distance between the side lot line and the building line shown on the plat.
 - b. No building shall be less than five (5) feet from the property line or encroach on any recorded or platted easement. Overhanging eaves, gutters, and chimneys are not permitted in the side yard setback.
 - 6. Rear yard
There shall be a rear yard having a depth of not less than 15 feet. Provided further, that chimneys may project into the required rear yard but shall not encroach upon any platted or recorded easement.
 - 7. Height Regulations
No building shall exceed two stories or 25 feet in height.

E. General Conditions.

1. Land used for a “TH” District: Shall, as a condition of zoning, be platted according to City Subdivision Regulations with specific attention given to drainage or utility easements which may be created by the particular design concept.
2. Utility lines, including but not limited to electric, communications, street lighting and cable television shall be required to be placed underground. The subdivider is responsible for complying with the requirements of this section, and he/she shall make the necessary arrangements with the utility companies for the installation of such facilities. For the purposes of this section, appurtenances and associated equipment in an underground system may be placed above ground but not in the public right-of-way. The planning commission may recommend and City Council may waive the requirements of this section if topographical, soil or any other conditions make such underground installations unreasonable or impractical.
3. Each dwelling shall have adequate space for one automobile in the driveway area. The driveway must be a hard surface of either concrete or asphalt. All measurements shall be within the property line boundaries. All properties shall have an approach per the Standard Drive Entrance requirements with an amended minimum width being 10’.
4. In the event that within two years following approval by the governing body, the applicant does not initiate construction in accordance with the plans and conditions so approved, the planning commission may initiate action to change the zoning district classification of the property. A public hearing shall be held at which time the applicant shall be given any opportunity to show why construction has been delayed. Following the hearing, the planning commission shall make findings of fact and an appropriate recommendation to the governing body for official action.

F. Building Regulations. These building regulations are intended to be the minimum requirements.

1. All structures are to be constructed with a foundation to include anchoring that meets the requirements of the current International Residential Code as adopted.
2. Primary structures shall be designed with current plumbing standards that meet plumbing code requirements including, connection to the City of Haysville’s potable water system.
3. The primary structure shall include a minimum four (4) inch sewer pipe connected to the City of Haysville wastewater system, in accordance with current city code.
4. The primary structure is to include bathing facilities with a toilet and handwashing sink as well as an approved method to remove moisture in accordance with the adopted mechanical code, and a GFCI outlet within

three (3) feet of any source of water.

5. The primary structure shall include a food prep area with sink and meet current plumbing code requirements.
6. The primary structure must have a side hinged front door and an approved egress window located in the rear of the structure. Egress roof access windows in lofts used as sleeping rooms shall be installed where the bottom of the opening is not more than 44 inches above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1 of the currently adopted International Residential Code.
7. Primary electricity shall be required from the approved franchised electrical provider. Structures may utilize solar panels as a secondary source.
8. Heating & cooling may be obtained through standard means and practices and shall meet the ability to reach 70° Fahrenheit three (3) feet above the finished floor. Liquefied Petroleum Gas (LPG) used as a means to heat any structure is not permitted.
9. No Heating or cooling units are to be placed in such a way that they encroach upon any setback requirements.
10. Loft – is a floor level located more than 30 inches above the main floor and open to the area below on at least one side with a ceiling height of less than 6 feet 8 inches, used as a living or sleeping space.
 - a. The minimum area for lofts shall not be less than 35 square feet and the minimum dimensions shall not be less than 5 feet in any horizontal dimension.
 - b. Loft access – The access to and primary egress from lofts shall be any type described in Sections D.10.L. –
 - c. Stairways accessing lofts shall comply with this code or with Sections D.10.D.
 - d. Width – Stairways accessing a loft shall not be less than 17 inches in clear width at or above the handrail. The minimum width below the handrail shall not be less than 20 inches.
 - e. Headroom – The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.
 - f. Treads and risers – Risers for stairs accessing a loft shall not be less than 7 inches and not more than 12 inches in height.
 - g. Landing platforms – The top tread and riser of stairways accessing lofts shall be constructed as a landing platform. The landing platform shall be 18 inches to 22 inches in depth measured from the nosing of the landing platform to the edge of the loft, 16 to 18 inches in height measured from the landing platform to the loft floor.
 - h. Handrails shall comply with Section R311.7.8 of the currently adopted International Residential Code.
 - i. Stairway guards – Guards at open sides of stairways shall comply with Section R312.1. of the currently adopted International Residential Code.

- j. Ladders accessing lofts shall comply with Sections D.10.C. and D.10.J.
 - a. Size and capacity – Ladders accessing lofts shall have a rung width of not less than 12 inches and 10 inches to 14 inches spacing between rungs. Ladders shall be capable of supporting a 200-pound load on any rung. Rung spacing shall be uniform within 3/8-inch.
 - b. Incline – Ladders shall be installed at 70 to 80 degrees from horizontal.
 - k. Alternating tread devices accessing lofts shall comply with Section R311.7.11.1 of the currently adopted International Residential Code.
 - l. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2 of the currently adopted International Residential Code. The clear width at and below handrails shall not be less than 20 inches.
 - m. Loft guards shall be located along the open side of lofts. Loft guards shall not be less than 36 inches in height or one-half of the clear height to the ceiling, whichever is less.
- F. Parking Regulations. See Appendix. A parking lot(s) may be established within the subdivision and include two stalls per residential lot in the Tiny Home Subdivision and measure 8½'X 19' per stall to provide additional parking.
- G. Street Regulations. (See Section 5. of the Subdivision Regulations for Haysville, Kansas) Streets, as a condition of zoning, shall be platted according to the City's Subdivision Regulations, shall be considered private and maintained by the homeowner's association, shall be constructed of asphalt or concrete, be a minimum of 21 feet face to face curb, and 50 feet for street right-of way.

405. RESIDENTIAL; "TF" TWO-FAMILY RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "TF" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 6,000 Square feet
 - 2. Minimum Lot Width: 50 feet
 - 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
 - 1. Front Yard Setback: 25 feet
 - a. Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 - b. An open, unenclosed porch (no screens or windows) may project into a required front yard setback by eight feet but shall not encroach upon any platted or recorded easement. May have safety railing, maximum height 36 inches.

2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 4. Rear Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 35 feet on all structures
 6. Minimum Area of Dwelling: 600 square feet
- E. Parking Regulations: See Appendix
- F. Landscaping: See Appendix.

406. RESIDENTIAL; “MF4” MULTI-FAMILY FOUR RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “MF4” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
1. Minimum Lot Size: 6,000 Square feet
 2. Minimum Lot Width: 50 feet
 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
1. Front Yard Setback: 25 feet
Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 2. Rear Yard Setback: 20 feet
 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement egress window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 4. Rear Yard Accessory Setback: 3 feet
 5. Maximum Structure Height: 35 feet on all structures
 6. Minimum Area of Dwelling: 600 square feet
- E. Parking regulations. See Appendix.
- F. Landscaping: See Appendix.

407. RESIDENTIAL; “MFA” MULTIPLE-FAMILY APARTMENT RESIDENTIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “MFA” District in accordance with the Use Chart; Permitted

and Conditional Uses found in section 400.

- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 6,000 Square feet
 - 2. Minimum Lot Width: 50 feet
 - 3. Minimum Lot Depth: 90 feet.
- D. Bulk Regulations.
 - 1. Front Yard Setback: 25 feet
Corner Lots shall have one front yard setback and a minimum 15 feet setback on the side abutting a street.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 6 feet
 - a. On the principal residential structure, chimneys, awnings, basement escape window wells and similar architectural appendages may extend into required setback by 36 inches but shall not encroach on any platted or recorded easement.
 - 4. Rear Yard Accessory Setback: 3 feet
 - 5. Maximum Structure Height: 55 feet on all structures
 - 6. Minimum Areas of Each Dwelling:
 - a. Studio apartments-minimum livable area of 300 sq. feet.
 - b. One-bedroom apartments-minimum livable area of 400 square feet.
 - c. Two-bedroom apartments-minimum livable area of 600 sq. feet.
 - d. Three-bedroom apartments-minimum livable area of 800 sq feet.
- E. Parking regulations: See Appendix
- F. Landscaping: See Appendix

408. RESIDENTIAL; “MH” MANUFACTURED HOME PARKS OR MANUFACTURED HOME DISTRICT REGULATIONS

The following conditions shall be attached to the recorded deed of the land and shall be complied with by the present and future owners until such time as this use is discontinued. Such homes will not be allowed on individually owned zoning lots. Parks may be further governed by a Manufactured Home Park Ordinance of the city.

- A. Principal Uses. As allowed in the “MH” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See section 304.
- C. Height Regulations.
No building or structure shall exceed 35 feet in height.
- D. Area Regulations.
 - 1. Site Area:

- a. The minimum site area for manufactured home parks or manufactured home subdivisions shall be 5 acres.

2. Lot Area:

- a. The manufactured home park must provide clearly defined and delineated spaces for each home.
- b. The minimum lot area in manufactured home parks shall be 3,200 square feet for each manufactured home or mobile home.
- c. The minimum lot area in manufactured home subdivisions shall be 5,000 square feet, with no more than 50% lot coverage.

3. Lot Width:

- a. The minimum lot widths in manufactured home parks or manufactured home subdivisions shall be 40 feet.

4. Lot Depth

- a. The minimum lot depth in manufactured home parks or manufactured home subdivisions shall be 80 feet.

E. Setbacks.

- 1. In all locations where building lines or setback lines are shown on plats that have been approved by the Planning Commission and that are recorded in the office of the register of deeds of Sedgwick County the minimum front yard shall be the same as shown on the plat.

- 2. In all other locations the setbacks shall be:

- a. **Manufactured Home Parks.** All structures within the Manufactured Home Parks whether permanent or temporary, except as allowed by Street and Parking Regulations, shall be setback at least 25 feet from any public street rights-of-way, at least 10 feet from any private roadway or private street, and must maintain a setback no less than 10 feet from any side or rear manufactured home/mobile home space boundary. Each such space must be clearly defined and delineated.

All manufactured homes/mobile homes shall be located as to maintain a clearance of not less than 20 feet from another manufactured home/mobile home or appurtenance thereto within the same manufactured home park.

- b. **Manufactured Home Subdivisions.** All structures within Manufactured Home Subdivisions shall be setback at least 25 feet from street rights-of-way or front lot lines, at least 20 feet from the rear lot line, and at least 6 feet from the side lot lines. Each such space must be clearly defined and delineated. Garages and carports shall be located in the side or rear yard. Any structure established for any main use, other than for dwelling purposes, shall comply with the same yard requirements for that use to be located in "SF" Single Family residential district.

F. Street and Parking Regulations.

- 1. All manufactured home park spaces shall abut upon a park roadway or private street, with no manufactured home/mobile home having its direct access from a public street or highway unless such manufactured home/mobile home is

located in a manufactured home subdivision, and unless in unusual circumstances the city deems that manufactured home/mobile homes shall have direct access from a public street or highway. All roadways and private streets shall have unobstructed access to a public street or highway, with all dead-end roadways being provided an adequate vehicular turn around (cul-de-sac) with a diameter of not less than 80 feet. All roadways shall meet the following requirements:

- a. Widths. All manufactured home spaces shall abut a private street or park roadway which maintains a street easement width of 50 feet and a paved width of 30 feet.
- b. Curbs and Gutters. All private streets and park roadways shall have curbs and gutters on each side.
- c. Parking and Layout. Spaces shall be laid out in such a manner as to accommodate easy access for service and emergency vehicles. Private streets and park roadways shall be plainly marked as to speed, traffic control, and other similar items.
- d. Surface. All park roadways and private streets shall be surfaced with concrete, asphaltic concrete or asphalt in accordance with the city of Haysville's standard for paving and drainage improvements.

2. There shall be no on street parking allowed on any private or public street located in the Manufactured Home Park and Manufactured Home Subdivision district. Surfaced off-street parking shall be provided for each manufactured home/mobile home space. Off-street parking should be surfaced with concrete or similar material upon approval by the Planning and Zoning Administrator, City Inspector or their designee. Asphalt is a prohibited material for off-street parking.

3. Each manufactured home/mobile home space shall be allowed one detached carport or similar structure for protected off-street parking coverage, provided that such structure shall not project into the front yard setback more than 5 feet, and provided that no off-street parking accessory structure shall be located in a dedicated easement. Such structure shall be constructed from a non-combustible material and shall be unenclosed with the exception of a roof.

G. Recreations, Landscape, and Screening

1. Each manufactured home park shall devote an area of land not to exceed 10 percent (10%) of the tract for developed recreational area - parks, playgrounds, and/or sidewalks. Individual recreational areas shall not be less than 5,000 square feet. Except for sidewalk improvements, required setbacks, driveways, and off-street parking spaces shall not be considered as recreational space.
2. Manufactured home parks shall be screened from all zoning districts other than the Manufactured Home Park or Manufactured Home Subdivision district. Screening shall be a solid or semi-solid fence or wall which is a minimum of six feet and a maximum of eight feet high.

In lieu of such a fence or wall, a landscape buffer may be provided not less than 25 feet in width and shall be planted with coniferous and deciduous plant material so as to provide proper screening for the park. When the landscape buffer is used, the buffer shall not be considered as any part of a required rear yard for a manufactured home space.

The fence, wall or landscape buffer shall be properly maintained by the owner.

409. COMMERCIAL; “HMC” HOTEL AND MOTEL COMMERICAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “HMC” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - 1. Minimum Lot Size: 10,000 Square feet
 - 2. Minimum Lot Width: 80 feet
 - 3. Minimum Lot Depth: 100 feet.
- D. Bulk Regulations.
 - 1. Front Yard Setback: 35 feet
 - a. Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 6 feet
 - a. If zero lot line development is allowed, or any portion of the building is more than 150 feet from a public street, dedicated fire lanes shall be provided on at least two sides of the building.
 - 4. Rear Yard Accessory Setback: 3 feet
 - 5. Maximum Structure Height: None
 - 6. Dwelling Unit Regulations:
 - a. Each dwelling unit shall contain a primary room with a minimum of 150 square feet of floor area.
 - b. Other habitable rooms in each dwelling unit shall contain not less than 70 square feet each.
 - c. Each dwelling unit shall contain a separate bathroom containing a water closet, lavatory and tub or shower.
 - d. When housekeeping units are included:
 - e. The primary room shall contain a minimum of 220 square feet of floor area.
 - f. As a minimum, the kitchen area will be of sufficient size to accommodate a cupboard, countertop and provide a sink, cooking appliance, refrigerator and clear working area of 30 inches in front of them.
 - g. No habitable room shall have less than a seven-foot length or width dimension.
- E. Parking regulations: In addition to the required parking, an off-street area must be

provided for guests to load and unload private and public vehicles (cars, vans, buses, etc...).

F. Landscaping: See Appendix

G. Special “HMC” Regulations.

An approved screening plan will be required before final approval of a change to “HMC” zoning. Such plan shall contain:

- a. A detailed plan to screen the site from adjacent lesser zoned property.
- b. Type and kind of screening material. If living screen (trees and/or shrubs) is to be used, not only the type and location of planting, but also the anticipated growth time to maturity is to be included. A maintenance plan for the screening will be required.
- c. The effectiveness of such planned visual and/or sound barriers.
- d. The schedule for completion of the screening plan.

410. COMMERCIAL; “OC” OFFICE COMMERCIAL DISTRICT REGULATIONS

The intent and purpose of this section is to establish a use district that is limited to offices and limited retail and service uses which are considered to be compatible when adjacent to or near residential areas and which uses are also compatible one to another within the district itself.

A. Principal Uses. As allowed by-right and permitted by conditional use per Section 400.

B. Accessory Uses and Structures. See Section 304.

C. Lot Size Requirements

1. Minimum Lot Size: 12,500
2. Minimum Lot Width: 60 feet
3. Minimum Lot Depth: 90 feet

D. Bulk Regulations.

1. Front Yard Setback: 20 feet
2. Side Yard Setback: 6 feet
3. Rear Setback yard: 10 feet
4. Height limit: 35 feet
5. Rear Yard Accessory Setback: 3 feet

E. All uses listed as permitted uses below shall be permitted in the “OC” Office Commercial District provided they comply with the following limitations:

1. No individual business shall occupy more than 5,000 square feet of floor area; provided, however, an exception to this limitation may be granted by the Haysville governing body subject to the following conditions:
 - a. A basement area, not exceeding the area used for office or sales use, which is used only for storage, records, mechanical equipment or other non-person uses.

- b. Such area shall be determined to be non-traffic generating and deemed to be exempt from all off-street parking requirements.
 - c. Required off-street parking shall be determined to be not less than that required by the floor area used for office and sales purposes.
 - d. Any exception to the floor area granted by the governing body shall apply only to the use set forth in the application. Any change of occupancy will be subject to all limitations of these regulations.
- 2. All business establishments, other than office, shall be retail or service establishments dealing directly with the consumer.
- 3. Service establishments shall be the type that deal primarily with services for persons or businesses, or limited retail sale that do not require the use of vehicles and heavy equipment in the operation of the business other than for the delivery of goods or services to the home; e.g. florist truck, etc. Vehicles stored or retained on the site overnight shall be stored within the main structure, or an enclosed detached garage as approved by the Planning Commission.
- 4. No business shall display or store goods or equipment outside of an enclosed building.
- 5. No business establishments shall offer goods or services by way of drive-up windows or directly to customers' parked motor vehicles.
- 6. Motor vehicles or heavy equipment parts, service or fuels shall not be displayed in this district.
- 7. Exterior lighting fixtures shall be shaded so that direct light is directed away from adjacent residential property.
- 8. The use is limited to offices and limited retail and service uses which are considered to be compatible with and not unduly burdensome upon adjacent residential properties or residential areas located nearby.
- 9. The use is compatible to other businesses located nearby within the district itself.
- 10. The nature of any use located within the district shall be smaller, less intense uses.
- 11. Any business within the zone shall not generate more traffic per day upon its abutting streets than may be accommodated within its permitted parking areas.
- F. Parking and loading regulations: Parking space and loading space to be provided equal to two spaces per employee.

411. COMMERCIAL; “LC” LIGHT COMMERCIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “LC” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 6,000 square feet.
 - b. Minimum Lot Width: 50 feet
 - c. Minimum Lot Depth: 90 Feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 35 feet when adjacent to an arterial street,
 - a. 25 feet when adjacent to other types of street rights-of-way.
 - b. Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 10 feet
 - 3. Side Yard Setback: 6 feet or
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 - 4. Rear/Side Yard Accessory Setback: 3 feet
- E. Use Limitations:
 - 1. No outdoor storage is permitted, except for display of goods for sale as *temporary* use (no more than 45 days) except as otherwise allowed or approved in accordance with these regulations or approved by written permission from the Zoning Administrator for one year.
 - 2. Merchandise that is for sale may be displayed in areas immediately adjacent to the building.
 - 3. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 - 4. Storage shall occur within a solid screened areas and shall not be visible from any adjacent non-elevated street nor from ground level view in any adjacent lot except as otherwise allowed or approved in accordance with these regulations.
 - 5. There shall be no manufacture, compounding, processing, or treatment of products other than that which is clearly incidental and essential to a retail store or business and where all such products are customarily sold at retail on the premises.
 - 6. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 - 7. Vending machines and newspaper displays may be displayed outside.
- F. Height regulations. 45 feet for all Structures.
- G. Parking and loading regulations. See Appendix.
- H. Landscaping regulations. See Appendix.

412. COMMERCIAL; “HC” HEAVY COMMERCIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the “HC” District in accordance with the Use Chart; Permitted and Conditional Uses found in section 400.

- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 6,000 square feet
 - b. Minimum Lot Width: 50 feet
 - c. Minimum Lot Depth: 90 Feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 35 feet
 - a. Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 10 feet
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 - 4. Rear/Side Yard Accessory Setback:
 - a. 3 feet for non-combustible structures
 - b. 6 feet for combustible
- E. Use Limitations:
 - 1. No outdoor storage is permitted, except for display of goods for sale as *temporary* use (no more than 45 days) except as otherwise allowed or approved in accordance with these regulations or approved by written permission from the Zoning Administrator for one year.
 - 2. Outdoor operations and storage are prohibited in the front yard setback.
 - 3. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 - 4. Business activities or storage shall occur within fully enclosed structures or solid screened areas and shall not be visible from any adjacent non-elevated street nor from ground level view in any adjacent lot except as otherwise allowed or approved in accordance with these regulations.
 - 5. There shall be no manufacture, compounding, processing, or treatment of products other than that which is clearly incidental and essential to a retail store or business and where all such products are customarily sold at retail on the premises.
 - 6. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 - 7. Any illumination shall be so arranged as to reflect the light away from adjoining premises.
- F. Height regulations: 55 feet for all Structures.
- G. Parking and loading regulations: See Appendix
- H. Landscaping regulations: See Appendix.

413. "LI" LIGHT INDUSTRIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "LC" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 402. This district is intended for light industrial businesses which are consistent with the capacity and availability of public and private utility services, and which do not require large amounts of land, generate

large amounts of traffic, or create environmental problems in the way of odor, smoke, dust, glare, vibration or sound.

- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 10,000 square feet.
 - b. Minimum Lot Width: 60 feet
 - c. Minimum Lot Depth: 90 Feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 35 feet
 - a. Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 10 feet or
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 - 4. Rear/Side Yard Accessory Setback:
 - a. 3 feet for non-combustible structures
 - b. 6 feet for combustible
- E. Use Limitations:
 - 1. Outdoor operations, display and storage is prohibited in the front yard setback.
 - 2. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 - 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.
 - 5. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 - 6. Any illumination shall be so arranged as to reflect the light away from adjoining premises.
- F. Height regulations: None.
- G. Parking and loading regulations: See Appendix.
- H. Landscaping regulations: See Appendix.

414. "HI" HEAVY INDUSTRIAL DISTRICT REGULATIONS

- A. Principal Uses. As allowed in the "HI" District in accordance with the Use Chart; Permitted and Conditional Uses found in section 402.
- B. Accessory Uses and Structures. See Section 304.
- C. Lot Size Requirements
 - a. Minimum Lot Size: 10,000 square feet.

- b. Minimum Lot Width: 100 feet
- c. Minimum Lot Depth: 100 Feet
- D. Bulk Regulations
 - 1. Front Yard Setback: 35 feet along all street frontages
Corner lots shall have at least minimum front yard setbacks on both sides.
 - 2. Rear Yard Setback: 20 feet
 - 3. Side Yard Setback: 10 feet or
 - a. If zero lot line development is allowed or any portion of the building is more than 150 feet from a street, dedicated fire lanes shall be provided on the rear yard of at least two sides of the building.
 - 4. Rear/Side Yard Accessory Setback:
 - a. 3 feet for non-combustible structures
 - b. 6 feet for combustible
- E. Use Limitations:
 - 1. Outdoor operations, display and storage is prohibited in the front yard setback.
 - 2. No required off-street parking space or loading area shall be utilized for storage or the display of vehicles or items for sale.
 - 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.
 - 5. Operations or products are not objectionable due to odor, dust, smoke, noise, vibration, or other similar causes.
 - 6. Any illumination shall be so arranged as to reflect the light away from adjoining premises.
- F. Height regulations: None.
- G. Parking and loading regulations. See Appendix

SECTION 4. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the any remaining provisions herein.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication once in the City's official newspaper as provided by State law.

Passed and Approved by the Governing Body of the City of Haysville, Kansas, on this _____ day of _____, 2024.

Approved by the Mayor _____ day of _____, 2024.

Russ Kessler, Mayor

ATTEST:

Angie Millspaugh, City Clerk



ORDINANCE NO: _____

AN ORDINANCE TO LEVY A NEW ONE PERCENT (1.00%) RETAILERS' SALES TAX FOR GENERAL GOVERNMENTAL PURPOSES OF WHICH TEN PERCENT (10.00%) WILL BE USED TO REDUCE PROPERTY TAXES, FIFTY PERCENT (50.00%) WILL BE USED TO FUND A LOCAL STREET PROGRAM, AND FORTY PERCENT (40.00%) WILL BE USED TO FUND A PARK & RECREATION IMPROVEMENT PROGRAM, WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.

WHEREAS, K.S.A. 12-187 et seq. authorizes the Governing Body of the City of Haysville, Kansas (City) to submit to the qualified electors of the City the question of levying a retailers' sales tax in the City, with such tax to be collected by the Kansas Department of Revenue and returned to the City; and

WHEREAS, A special question election was conducted on May 7, 2024 for the purpose of submitting to the qualified electors of the City the question of levying a retailers' sales tax in the City in the amount of one percent (1.00%), with such tax to take effect as soon as the tax may be levied by the Kansas Department of Revenue if such special question was approved by a majority of the electors voting on the question.

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

Section 1. The Governing Body finds that the majority of the electors who voted in the May 7, 2024 election approved the City of Haysville Retailers' Sales Tax Question to levy a new retailers' sales tax for general government purposes in the amount of one percent (1.00%) with ten percent (10.00%) of the revenue from such tax used to Reduce Property Taxes, fifty percent (50.00%) to fund a Local Street Program, and forty percent (40.00%) to fund a Park & Recreation Improvement Program.

Section 2. Pursuant to K.S.A. 12-187, there is hereby levied a new retailers' sales tax in the amount of one percent (1.00%) with collection to begin to take effect July 1, 2024, or as soon thereafter as such tax may be levied.

Section 3. The retailers' sales tax will be subject to all applicable state laws and administrative rules and regulations of the Kansas Department of Revenue. The services of the Kansas Department of Revenue shall be utilized in conformance with K.S.A. 12-189, and all other applicable laws of the State of Kansas.

Section 4. This Ordinance shall take effect and be in force from and after it is published as required by law. A copy duly certified by the City Clerk shall be submitted to the State Director of Taxation along with the election abstract and an affidavit of publication.

Passed and Approved by the Governing Body of the City of Haysville, Kansas this 13 day of May, 2024.

(SEAL)

Russell S. Kessler, Mayor

ATTEST:

Angela Millspaugh, City Clerk



MEMO

TO: The Honorable Russ Kessler, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Franchise Agreement with Twin Valley Communications, Inc.

DATE: May 10, 2024

The following ordinance is a new franchise agreement with Twin Valley Communication, Inc. This agreement grants Twin Valley the non-exclusive right to operate its facilities in the city right-of-way subject to the terms and conditions within. It is a ten-year agreement with a franchise fee rate of 5% of gross receipts.

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

Link to Twin Valley's Website: <https://twinvalley.com/who-we-are/>

ORDINANCE NO. – _____

AN ORDINANCE GRANTING TO TWIN VALLEY COMMUNICATIONS, INC., A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF HAYSVILLE, KANSAS.

This Contract Franchise ("Franchise or Agreement") is entered into as of _____, 2024 ("Effective Date") by and between the City of Haysville, a municipal corporation (the "City"), and Twin Valley Communications, Inc. d/b/a Twin Valley ("TVC").

RECITALS

a. TVC owns, maintains, operates and/or controls telecommunications and Internet Facilities serving TVC's customers. Such Facilities are in public rights-of-way (hereinafter "ROW"), among other locations, in the State of Kansas.

b. TVC seeks to enter the City of Haysville's Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities (the "Network"), so that TVC and/or its underlying customers (the "Customers") may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City (the "Services").

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to TVC to provide services within the City.

b. "Distributed antenna systems" ("DAS Facility") – mean certain components of the Network consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this Contract Franchise ordinance, and which will be connected to TVC's Facilities.

c. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way and may include, without limitation, antenna nodes, poles, streetlight poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and

enclosures, fiber repeaters and related equipment, DAS Facility, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process

d. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

e. "TVC" - means Twin Valley Communications, Inc. d/b/a Twin Valley, a competitive telecommunications local exchange service provider providing local exchange, Internet services, and other telecommunications services within the City. References to TVC shall also include as appropriate any and all successors and assigns.

f. "Gross receipts" - shall be defined as set forth in K.S.A. 12-2001(c)(6). Uncollectible and late charges, taxes, surcharges, and other pass-through charges shall not be included within gross receipts.

g. "Right-of-way" or "ROW" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to TVC this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-way for the purpose of supplying services to customers within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this Contract Franchise.

c. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, TVC shall have the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. TVC shall participate in the Kansas One Call utility location program.

c. TVC may attach its Facilities to an existing City-owned utility pole pursuant to the current National Electric Safety Code.

d. It is understood that TVC may build new Facilities in the City which would comply with all applicable Laws. If the City has no formal third-party utility installation policy or permit process, TVC will not be obligated to make application for new facility installations unless and until such time a formal process is implemented by the City in a reasonable and non-discriminatory form and enforced among all third-party utility installations.

e. If the City has a utility installation process or permit policy applicable to the installation of the TVC's Facilities, the City will approve or deny any application by the TVC no later than 14-days from submission of a complete application. Failure of the City to deny with reasonable specificity TVC's application within 14-days will be considered approval of the application by the City.

f. TVC will always attempt to provide reasonable notice to the City for any new installation and give the City reasonable time to provide input on the placement/location of new Facilities.

g. No notice is necessary to the City for Facility maintenance unless such maintenance will require street closure, and in such event, TVC will use reasonable efforts to coordinate such closure with the City.

h. TVC shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by TVC's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. TVC shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. TVC's obligations

under this section 3.h shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by TVC to the City.

i. Whenever by reason the City deems it necessary to alter, change, adapt, or conform any portion of TVC's Facilities located in the Right-of-way, the City shall provide reasonable notice and such alterations or changes shall be made within a reasonable time by TVC, as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require TVC to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same (whether by private right-of-way grant, utility easement or otherwise), was acquired prior to the designation of the location as a Right-of-way.

j. All Facilities shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. TVC shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, TVC shall have the right to commence work without having first provided such information or form(s).

SECTION 4. COMPENSATION TO THE CITY.

a. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid by TVC.

b. Franchise compensation shall be paid on a quarterly basis paid not later than forty-five (45) days after the end of the remittal period equal to five percent (5%) of Gross Receipts.

SECTION 5. RECORD REVIEW.

The City shall have the right to examine, upon sixty (60) days' prior written notice to TVC, no more than once per calendar year and at City's own cost and expense, those records necessary to verify the correctness of the compensation paid pursuant to this Contract Franchise ordinance.

SECTION 6. RESOLD SERVICES.

TVC shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

a. It shall be the responsibility of TVC to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If TVC fails to accurately or

timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near TVC's facilities.

b. TVC shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of TVC, any agent, officer, director, representative, employee, affiliate or subcontractor of TVC, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

c. TVC or City shall promptly advise the other in writing of any known claim or demand against TVC or the City related to or arising out of TVC's activities in the Public right-of-way.

d. TVC WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

SECTION 8. INSURANCE REQUIREMENT.

a. During the term of this Contract Franchise, TVC shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should TVC elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. TVC shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. Upon request, the City shall be included as an additional insured with respect to liability arising from TVC's operations under this Contract Franchise.

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of TVC to comply with any of the material provisions of this Contract Franchise, or if TVC should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a Contract Franchise ordinance may be revoked.

SECTION 10. RESERVATION OF RIGHTS.

a. In granting its consent hereunder, TVC does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

b. In entering into this Contract Franchise, neither the City's nor TVC's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor TVC waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or TVC may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. FAILURE TO ENFORCE.

The failure of either the City or the TVC to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the TVC unless said waiver or relinquishment is in writing and signed by both the City and the TVC.

SECTION 12. TERM AND TERMINATION DATE.

a. This Contract Franchise shall be effective for a term of ten (10) years from the effective date of this Contract Franchise ordinance. Thereafter, this Contract Franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or TVC, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or TVC, including but not limited to the scope of the Contract Franchise granted to TVC or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or TVC may elect to terminate the entire Contract Franchise. In the event of such invalidity, if TVC is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new Contract Franchise ordinance or amendment.

SECTION 13. POINT OF CONTACT AND NOTICES.

TVC shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of TVC in the event of an emergency.

All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or TVC observed holidays excepted.

The City: City of Haysville Attn: City Clerk PO Box 404 Haysville, KS 67060 amillspaugh@haysville-ks.com	TVC: Twin Valley Attn: Scott Leitzel VP of Operations 112 S. Lee Clearwater, KS 67026
--	---

or to replacement addresses that may be later designated in writing.

SECTION 14. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 et seq and amendments thereto. TVC agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of TVC, or of the City at the written request of TVC, in seeking to safeguard the confidentiality of information provided by TVC to the City under this Contract Franchise.

SECTION 15. COMPETITIVE NEUTRALITY.

The City agrees that under K.S.A. 12-2001 and K.S.A 17-1902, and other state and federal laws, this Contract Franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications provider operating in the City.

SECTION 16. MOST-FAVORED MUNICIPALITY.

Most-Favored Municipality. Should TVC after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that TVC modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

SECTION 17. MOST FAVORED PROVIDER.

All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide TVC with those more favorable benefits and terms. The City shall notify TVC promptly of the existence of such more favorable benefits and terms and TVC shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by TVC, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

SECTION 18. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or TVC may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or TVC, an essential part of the Contract Franchise.

SECTION 19. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond TVC's or the City's control.

SECTION 20. SUMMARY PUBLICATION.

Pursuant to K.S.A. 12-2007(b), summary of the ordinance shall be published one time in the following format:

Ordinance No. _____ Summary

On _____, the City of Haysville, Kansas, passed Ordinance No. _____. The ordinance grants a franchise to TWIN VALLEY COMMUNICATIONS, INC. to construct, operate and maintain a telecommunications system in the City of Haysville, Kansas. A complete copy of the ordinance is available at www.haysville-ks.com or in the office of the city clerk located at 200 W. Grand Ave., Haysville, Kansas, free of charge. This summary is certified by the city attorney.

SECTION 21. GENERAL PROVISIONS.

- a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.
- b. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.
- c. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Reno County or the state courts located in Reno County, Kansas.
- d. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.
- e. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.
- f. This Franchise Agreement ordinance is made under and in conformation with and is subject to the laws of the State of Kansas.

PASSED BY THE GOVERNING BODY, this ____ day of _____, _____ for the City of Haysville, Kansas.

Russ Kessler, Mayor

ATTEST:

Angie Millspaugh, City Clerk

APPROVED AS TO FORM:

Josh Pollak, City Attorney

Twin Valley Communications, Inc.

By: _____

Name: _____



MEMO

TO: The Honorable Russ Kessler, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Franchise Agreement with Ideatek Telcom, LLC

DATE: May 10, 2024

The following ordinance is a new franchise agreement with Ideatek Telcom, LLC. This agreement grants Ideatek the non-exclusive right to operate its facilities in the city right-of-way subject to the terms and conditions within. It is a ten-year agreement with a franchise fee rate of 5% of gross receipts.

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

Link to Ideatek's Website: <https://ideatek.com/about-us/>

ORDINANCE NO. – _____

AN ORDINANCE GRANTING TO IDEATEK TELCOM, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF HAYSVILLE, KANSAS.

This Contract Franchise (“Franchise or Agreement”) is entered into as of _____, 2024 (“Effective Date”) by and between the City of Haysville, a municipal corporation (the “City”), and IdeaTek Telcom, LLC (“IdeaTek”).

RECITALS

a. IdeaTek owns, maintains, operates and/or controls telecommunications and Internet Facilities serving IdeaTek’s customers. Such Facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

b. IdeaTek seeks to enter the City of Haysville’s Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities (the “Network”), so that IdeaTek and/or its underlying customers (the “Customers”) may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City (the “Services”).

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to IdeaTek to provide services within the City.

b. “Distributed antenna systems” (“DAS Facility”) – mean certain components of the Network consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this Contract Franchise ordinance, and which will be connected to IdeaTek’s Facilities.

c. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way and may include, without limitation, antenna nodes, poles, streetlight

poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, DAS Facility, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process

d. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

e. "IdeaTek" - means IdeaTek Telcom, LLC, a competitive telecommunications local exchange service provider providing local exchange, Internet services, and other telecommunications services within the City. References to IdeaTek shall also include as appropriate any and all successors and assigns.

f. "Gross receipts" - shall be defined as set forth in K.S.A. 12-2001(c)(6). Uncollectible and late charges, taxes, surcharges, and other pass-through charges shall not be included within gross receipts.

g. "Right-of-way" or "ROW" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to IdeaTek this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-way for the purpose of supplying services to customers within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this Contract Franchise.

c. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, IdeaTek shall have the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. IdeaTek shall participate in the Kansas One Call utility location program.

c. IdeaTek may attach its Facilities to an existing City-owned utility pole pursuant to the current National Electric Safety Code.

d. It is understood that IdeaTek may build new Facilities in the City which would comply with all applicable Laws. If the City has no formal third-party utility installation policy or permit process, IdeaTek will not be obligated to make application for new facility installations unless and until such time a formal process is implemented by the City in a reasonable and non-discriminatory form and enforced among all third-party utility installations.

e. If the City has a utility installation process or permit policy applicable to the installation of the IdeaTek's Facilities, the City will approve or deny any application by the IdeaTek no later than 14-days from submission of a complete application. Failure of the City to deny with reasonable specificity IdeaTek's application within 14-days will be considered approval of the application by the City.

f. IdeaTek will always attempt to provide reasonable notice to the City for any new installation and give the City reasonable time to provide input on the placement/location of new Facilities.

g. No notice is necessary to the City for Facility maintenance unless such maintenance will require street closure, and in such event, IdeaTek will use reasonable efforts to coordinate such closure with the City.

h. IdeaTek shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by IdeaTek's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. IdeaTek shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. IdeaTek's

obligations under this section 3.h shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by IdeaTek to the City.

i. Whenever by reason the City deems it necessary to alter, change, adapt, or conform any portion of Ideatek's Facilities located in the Right-of-way, the City shall provide reasonable notice and such alterations or changes shall be made within a reasonable time by Ideatek, as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require Ideatek to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same (whether by private right-of-way grant, utility easement or otherwise), was acquired prior to the designation of the location as a Right-of-way.

j. All Facilities shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. Ideatek shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, Ideatek shall have the right to commence work without having first provided such information or form(s).

SECTION 4. COMPENSATION TO THE CITY.

a. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid by IdeaTek.

b. Franchise compensation shall be paid on a quarterly basis paid not later than forty-five (45) days after the end of the remittal period equal to five percent (5%) of Gross Receipts.

SECTION 5. RECORD REVIEW.

The City shall have the right to examine, upon sixty (60) days' prior written notice to IdeaTek, no more than once per calendar year and at City's own cost and expense, those records necessary to verify the correctness of the compensation paid pursuant to this Contract Franchise ordinance.

SECTION 6. RESOLD SERVICES.

IdeaTek shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

a. It shall be the responsibility of IdeaTek to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If IdeaTek fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near IdeaTek's facilities.

b. IdeaTek shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of IdeaTek, any agent, officer, director, representative, employee, affiliate or subcontractor of IdeaTek, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

c. IdeaTek or City shall promptly advise the other in writing of any known claim or demand against IdeaTek or the City related to or arising out of IdeaTek's activities in the Public right-of-way.

d. IDEATEK WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

SECTION 8. INSURANCE REQUIREMENT.

a. During the term of this Contract Franchise, IdeaTek shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should IdeaTek elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. IdeaTek shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability.

Upon request, the City shall be included as an additional insured with respect to liability arising from IdeaTek's operations under this Contract Franchise.

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of IdeaTek to comply with any of the material provisions of this Contract Franchise, or if IdeaTek should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a Contract Franchise ordinance may be revoked.

SECTION 10. RESERVATION OF RIGHTS.

a. In granting its consent hereunder, IdeaTek does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

b. In entering into this Contract Franchise, neither the City's nor IdeaTek's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor IdeaTek waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or IdeaTek may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. FAILURE TO ENFORCE.

The failure of either the City or the IdeaTek to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the IdeaTek unless said waiver or relinquishment is in writing and signed by both the City and the IdeaTek.

SECTION 12. TERM AND TERMINATION DATE.

a. This Contract Franchise shall be effective for a term of ten (10) years from the effective date of this Contract Franchise ordinance. Thereafter, this Contract Franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or IdeaTek, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or IdeaTek, including but not limited to the scope of the Contract Franchise granted to IdeaTek or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or IdeaTek may elect to terminate the entire Contract Franchise. In the event of such invalidity, if IdeaTek is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new Contract Franchise ordinance or amendment.

SECTION 13. POINT OF CONTACT AND NOTICES.

IdeaTek shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of IdeaTek in the event of an emergency.

All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or IdeaTek observed holidays excepted.

The City: City of Haysville Attn: City Clerk PO Box 404 Haysville, KS 67060 amillspaugh@haysville-ks.com	IdeaTek: IdeaTek Telcom Attn: Contract Notifications PO Box 407 Buhler, KS 67522 Daniel@ideatek.com
--	---

or to replacement addresses that may be later designated in writing.

SECTION 14. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 et seq and amendments thereto. IdeaTek agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of IdeaTek, or of the City at the written request of IdeaTek, in seeking to safeguard the confidentiality of information provided by IdeaTek to the City under this Contract Franchise.

SECTION 15. COMPETITIVE NEUTRALITY.

The City agrees that under K.S.A. 12-2001 and K.S.A 17-1902, and other state and federal laws, this Contract Franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications provider operating in the City.

SECTION 16. MOST-FAVORED MUNICIPALITY.

Most-Favored Municipality. Should IdeaTek after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that IdeaTek modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

SECTION 17. MOST FAVORED PROVIDER.

All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide IdeaTek with those more favorable benefits and terms. The City shall notify IdeaTek promptly of the existence of such more favorable benefits and terms and IdeaTek shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by IdeaTek, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

SECTION 18. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or IdeaTek may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or IdeaTek, an essential part of the Contract Franchise.

SECTION 19. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond IdeaTek's or the City's control.

SECTION 20. SUMMARY PUBLICATION.

Pursuant to K.S.A. 12-2007(b), summary of the ordinance shall be published one time in the following format:

Ordinance No. _____ Summary
*On _____, the City of Haysville, Kansas, passed Ordinance No. _____.
The ordinance grants a franchise to IDEATEK TELCOM, LLC to construct, operate and maintain a telecommunications system in the City of Haysville, Kansas. A complete copy of the ordinance is available at www.haysville-ks.com or in the office of the city clerk located at 200 W. Grand Ave., Haysville, Kansas, free of charge. This summary is certified by the city attorney.*

SECTION 21. GENERAL PROVISIONS.

- a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.
- b. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.
- c. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Reno County or the state courts located in Reno County, Kansas.
- d. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.
- e. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.
- f. This Franchise Agreement ordinance is made under and in conformation with and is subject to the laws of the State of Kansas.

PASSED BY THE GOVERNING BODY, this ____ day of _____, _____ for the City of Haysville, Kansas.

Russ Kessler, Mayor

ATTEST:

Angie Millspaugh, City Clerk

APPROVED AS TO FORM:

Josh Pollak, City Attorney

IdeaTek Telcom, LLC

By: _____

Name: _____



MEMORANDUM

TO: Honorable Mayor Russ Kessler; City Council

FROM: Trish Greer, Administrative Secretary

DATE: May 13, 2024

RE: New Business License

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

- **Leeker's Family Foods – 201 N. Main St. – Supermarket**

Sincerely,

Trish Greer
Administrative Secretary
City of Haysville





Sedgwick County Fire District 1

7750 N. Wyandotte Way, Park City, KS 67147

Phone: 316-660-3473 Fax: 316-660-3474

Haysville City Council Report

Main Incident Type	Count of Incidents	Secondary Incident Type
False Alarm & False Call		
	1	Unintentional system/detector operation (no fire)
	2	System or detector malfunction
False Alarm & False Call Total (2)	3	
Fire		
	1	Mobile property (vehicle) fire
	1	Outside rubbish fire
	3	Structure Fire
Fire Total (3)	5	
Good Intent Call		
	1	Steam, other gas mistaken for smoke
	5	Dispatched and canceled en route
Good Intent Call Total (2)	6	
Hazardous Condition (No Fire)		
	1	Combustible/flammable spills & leaks
Hazardous Condition (No Fire) Total (1)	1	
Rescue & Emergency Medical Service Incident		
	1	Rescue or EMS standby
	28	Medical assist
	32	Emergency medical service (EMS) incident
Rescue & Emergency Medical Service Incident Total (3)	61	
Service Call		
	1	Water problem
	13	Public service assistance
Service Call Total (2)	14	
Total (13)	90	



MEMO

TO: The Honorable Russ Kessler, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Pay Chart Replacement

DATE: May 10, 2024

The following pay chart is one of the deliverables from the compensation study that was approved during the November 13, 2023 City Council meeting. McGrath Human Resources Group, the consultant performing the study, gained a detailed understanding of all city positions through the use of Position Questionnaires and discussion with Department Heads as outlined in the Classification Analysis procedure portion of their proposal.

McGrath then developed a market survey specific to our positions as part of the Compensation Analysis portion of the study. We worked with the consultant to identify comparable organizations in the labor market to survey. McGrath reviewed our current compensation structure, analyzed salary data collected through the market survey, and put together the following pay chart that utilizes pay bands instead of individual lines for each position.

We recommend approval of the pay chart as presented to be effective immediately. This is before you for your consideration.

PAY GRADE	JOB TITLE	DEPARTMENT	%	1	6 (M)	15
B			1.065	\$15.55	\$18.03	\$23.54
	Recreation Assistant I	Recreation		\$32,344.00	\$37,502.40	\$48,963.20
C				\$16.56	\$19.20	\$25.06
	General Maintenance Worker Recreation Assistant II	Public Works Recreation		\$34,444.80	\$39,936.00	\$52,124.80
D			1.065	\$17.64	\$20.45	\$26.67
	Office Clerk Park Worker I	City Clerk Public Works		\$36,691.20	\$42,536.00	\$55,473.60
E			1.065	\$18.79	\$21.78	\$28.41
	Transportation Dispatcher Transportation Driver Accounts Receivable Clerk Administrative Secretary Accounting Clerk Police Records Clerk Animal Control Officer Administrative Secretary Administrative Secretary	Administrative Services Administrative Services City Clerk City Clerk City Clerk Police Police Public Works Public Works		\$39,083.20	\$45,302.40	\$59,092.80
F			1.065	\$20.00	\$23.20	\$30.28
	Utility Billing Clerk Accounts Payable Clerk Park Worker II Skilled Laborer Water Operator I Wastewater Operator I	City Clerk City Clerk Public Works Public Works Public Works Public Works		\$41,600.00	\$48,256.00	\$62,982.40
G			1.065	\$21.31	\$24.71	\$32.24
	Park Worker III Water Operator II Wastewater Operator II	Public Works Public Works Public Works		\$44,324.80	\$51,396.80	\$67,059.20
H			1.065	\$22.71	\$26.32	\$34.34
	Administrative Secretary Multimedia Specialist Court Clerk Heavy Equipment Operator Water Operator III Wastewater Operator III Park Worker IV Code Enforcement Officer Recreation Program Coordinator	Administrative Services Administrative Services Police Public Works Public Works Public Works Public Works Public Works Recreation		\$47,236.80	\$54,745.60	\$71,427.20

I			1.065	\$24.17	\$28.03	\$36.58
Wastewater Laboratory Technician	Public Works			\$50,273.60	\$58,302.40	\$76,086.40
Water Operator IV	Public Works					
Wastewater Operator IV	Public Works					
Mechanic	Public Works					
J			1.065	\$25.75	\$29.85	\$38.95
Director of Senior Services & Assistant City Clerk	Administrative Services			\$53,560.00	\$62,088.00	\$81,016.00
Systems Analyst	City Clerk					
Police Officer	IT					
Police Records Supervisor	Police					
City Inspector	Police					
Master Electrician	Public Works					
Recreation Program Supervisor	Public Works					
	Recreation					
K			1.065	\$27.42	\$31.79	\$41.47
Master Police Officer	Police			\$57,033.60	\$66,123.20	\$86,257.60
L			1.065	\$29.20	\$33.86	\$44.19
Park Superintendent	Public Works			\$60,736.00	\$70,428.80	\$91,915.20
Street Superintendent	Public Works					
M			1.065	\$31.11	\$36.06	\$47.04
Planning & Zoning Administrator	Administrative Services			\$64,708.80	\$75,004.80	\$97,843.20
Economic Development Director	Administrative Services					
Sergeant	Police					
Wastewater Superintendent	Public Works					
Water Superintendent	Public Works					
GIS Administrator	Public Works					
Assistant Recreation Director	Recreation					
N			1.065	\$33.13	\$38.40	\$50.12
Lieutenant	Police			\$68,910.40	\$79,872.00	\$104,249.60
O			1.065	\$35.28	\$40.90	\$53.35
Director of Information Systems	Administrative Services			\$73,382.40	\$85,072.00	\$110,968.00
Captain	Police					
Assistant Public Works Director	Public Works					
P			1.065	\$37.57	\$43.56	\$56.86
				\$78,145.60	\$90,604.80	\$118,268.80
Q			1.065	\$40.02	\$46.39	\$60.52
City Clerk/Treasurer	City Clerk			\$83,241.60	\$96,491.20	\$125,881.60
Chief of Police	Police					
Public Works Director	Public Works					
Recreation Director	Recreation					

R		1.065	\$42.61	\$49.41	\$64.47
Deputy Administrative Officer	Administrative Services		\$88,628.80	\$102,772.80	\$134,097.60
S		1.065	\$45.40	\$52.62	\$68.67
Chief Administrative Officer	Administrative Services		\$94,432.00	\$109,449.60	\$142,833.60

PAY GRADE	1	2	3	4	5	6 (M)	7	8	9	10	11	12	13	14	15
B	\$15.55	\$16.02	\$16.50	\$16.99	\$17.50	\$18.03	\$18.57	\$19.13	\$19.70	\$20.29	\$20.90	\$21.53	\$22.18	\$22.85	\$23.54
C	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62	\$24.33	\$25.06
D	\$17.64	\$18.17	\$18.71	\$19.27	\$19.85	\$20.45	\$21.06	\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.89	\$26.67
E	\$18.79	\$19.35	\$19.93	\$20.53	\$21.15	\$21.78	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78	\$27.58	\$28.41
F	\$20.00	\$20.60	\$21.22	\$21.86	\$22.52	\$23.20	\$23.90	\$24.62	\$25.36	\$26.12	\$26.90	\$27.71	\$28.54	\$29.40	\$30.28
G	\$21.31	\$21.95	\$22.61	\$23.29	\$23.99	\$24.71	\$25.45	\$26.21	\$27.00	\$27.81	\$28.64	\$29.50	\$30.39	\$31.30	\$32.24
H	\$22.71	\$23.39	\$24.09	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.62	\$30.51	\$31.43	\$32.37	\$33.34	\$34.34
I	\$24.17	\$24.90	\$25.65	\$26.42	\$27.21	\$28.03	\$28.87	\$29.74	\$30.63	\$31.55	\$32.50	\$33.48	\$34.48	\$35.51	\$36.58
J	\$25.75	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	\$30.75	\$31.67	\$32.62	\$33.60	\$34.61	\$35.65	\$36.72	\$37.82	\$38.95
K	\$27.42	\$28.24	\$29.09	\$29.96	\$30.86	\$31.79	\$32.74	\$33.72	\$34.73	\$35.77	\$36.84	\$37.95	\$39.09	\$40.26	\$41.47
L	\$29.20	\$30.08	\$30.98	\$31.91	\$32.87	\$33.86	\$34.88	\$35.93	\$37.01	\$38.12	\$39.26	\$40.44	\$41.65	\$42.90	\$44.19
M	\$31.11	\$32.04	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	\$38.25	\$39.40	\$40.58	\$41.80	\$43.05	\$44.34	\$45.67	\$47.04
N	\$33.13	\$34.12	\$35.14	\$36.19	\$37.28	\$38.40	\$39.55	\$40.74	\$41.96	\$43.22	\$44.52	\$45.86	\$47.24	\$48.66	\$50.12
O	\$35.28	\$36.34	\$37.43	\$38.55	\$39.71	\$40.90	\$42.13	\$43.39	\$44.69	\$46.03	\$47.41	\$48.83	\$50.29	\$51.80	\$53.35
P	\$37.57	\$38.70	\$39.86	\$41.06	\$42.29	\$43.56	\$44.87	\$46.22	\$47.61	\$49.04	\$50.51	\$52.03	\$53.59	\$55.20	\$56.86
Q	\$40.02	\$41.22	\$42.46	\$43.73	\$45.04	\$46.39	\$47.78	\$49.21	\$50.69	\$52.21	\$53.78	\$55.39	\$57.05	\$58.76	\$60.52
R	\$42.61	\$43.89	\$45.21	\$46.57	\$47.97	\$49.41	\$50.89	\$52.42	\$53.99	\$55.61	\$57.28	\$59.00	\$60.77	\$62.59	\$64.47
S	\$45.40	\$46.76	\$48.16	\$49.60	\$51.09	\$52.62	\$54.20	\$55.83	\$57.50	\$59.23	\$61.01	\$62.84	\$64.73	\$66.67	\$68.67





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 Council members

FROM: Tony Martinez
Director of Public Works

DATE: May 13, 2024

RE: Consideration of Bids for Street Program

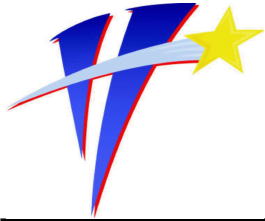
The bid letting for the previously approved street maintenance program was held on May 2nd. The bid tab has been included in the Council packet. The internal project estimate was \$553,260.00.

APAC- Kansas Inc., Shears Division	\$501,402.00
Conspec Inc., DBA Kansas Paving	\$579,743.50
Pearson Construction LLC	\$464,518.00

I recommend that you approve the bid from Pearson Construction LLC in the amount of \$464,518.00. This will be paid out of Street Sales Tax funds.

Thank you,

Tony Martinez
City of Haysville
Director of Public Works



City of Haysville
Bid Tabulation Sheet 5/2/2024
Mill and Overlay Project

Bidder	Project Total	Alternate Base Repair (per ton)
APAC-Kansas Inc., Shears Division	\$501,402.00	\$250.00
Conspec, Inc. DBA Kansas Paving	\$579,743.50	\$250.00
Pearson Construction LLC	\$464,518.00	\$300.00

2024 Mill and Overlay



Mill and Overlay

0 0.1 0.2 0.4 Miles

Esri Community Maps Contributors, City of Wichita, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
City of Haysville, KS 3/20/2023 CS: NAD 1983 State Plane KS South

**TRAVELIN'
TOM'S
COFFEE
TRUCK**



HAYSVILLE HOMETOWN MARKET

FRUIT - VEGETABLES - CRAFTS - HOME GOODS - MORE

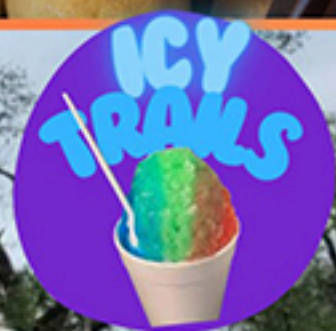
GRAND OPENING

June 1st, 2024

8:00 AM until 12:00 PM

**Horse Rides | Giveaways | Face Painting
Kids Games | Live Music | Local Vendors**

100 S. MAIN ST ☆ HAYSVILLE, KS





HAYSVILLE POLICE DEPARTMENT

April 2024

TOTAL CALLS	773	DOGS IMPOUNDED	06
CASE NUMBERS ISSUED	230	SUMMONS ISSUED	05
SUMMONS ISSUED	71	RELEASED TO OWNER	05
CITY CODE	04	RELEASED TO COUNTY	01
CRIMINAL MISD	06	DECEASED ANIMALS	00
TRAFFIC MISD	09	ANIMALS HELD	00
TRAFFIC INF	49		
VOIDED	00	CONTACTS FOR NO	
WARNINGS	03	CITY LICENSE	00
ARRESTS	26	LICENSES PURCHASED	
ADULT	22	15 th TO 15 th OF MONTH	09
JUVENILE	04		
CINC	00		
CITE/RELEASE	08		
HPD WARRANTS	12		
OUTSIDE ARRESTS	03		
MV ACCIDENTS	05	WARRANTS ISSUED	18
INJURY	00		
NON-INJURY	05		
VACATION HOMES	00		
COMMUNITY POLICING	03	K9 DEPLOYMENTS	02
		MILES DRIVEN	15,592
CRS WALK –INS	85		
INCOMING CALLS	786		
OUTGOING CALLS BY CRS	42		





Open/Court Cases

Month	No Trash Service	Materials Storage	Nuisance	Nuisance Auto	Unsafe Structur	Grass Residential	Grass Commerical	Lighting	Diseased Tree	Other	Nuisance Auto on Grass	Total Violations	Total Cases
January	1	0	7	3	0	0	0	0	1	1	7	20	14
February	0	0	9	2	0	0	0	0	0	0	9	20	17
March	0	0	30	2	0	0	0	0	0	3	3	38	32
April	1	0	16	4	0	37	4	0	1	1	11	75	61
May	0	0	0	0	0	8	1	0	1	1	1	12	10
June	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	0	62	11	0	45	5	0	3	6	31	165	134



Presented by Haysville Park Board

KIDS TO PARKS DAY

**JUNE 1ST 9:00AM - NOON
RIGGS PARK**

**BIKE RIDE W/ MAYOR
REGISTRATION
BEGINS @9AM!
BRING YOUR BIKE!**

FREE EVENT!

**PRIZE DRAWINGS
AFTER BIKE RIDE!**

**PETTING ZOO, HORSEBACK RIDES,
SNOW CONES(EXTRA COST), YARD GAMES,
SMOKE ROOM DEMO, TOUCH-A-TRUCK AND MORE!**



SUMMER PARK EVENTS

2024

June 1st - Bike with the Mayor/Kids to Parks Day
9:30 AM - Noon @ Riggs Park

June 4th - Children's Theater
"Three Little Pigs"
2:00 PM @ Haysville Activity Center

June 8th - Metropolitan Ballet
"Wizard of Oz"
7:00 PM @ Riggs Park Band Shell

August 6th - National Night Out
6:00 PM @ Dewey Gunzelman Pool

Sept 15th - Ballet in the Park
"The Promise"
6:00 PM @ Riggs Park Band Shell

Sept 21st - Gathering at the Gazebo & Art Walk
4:30 - 7:30 PM Art Walk
4:30 - 8:30 PM Outdoor Music
W.W. Hays Historic District

****All performances are subject to change/cancellation****

All Events are FREE & Sponsored by Haysville Park Board!!





HAYSVILLE COMMUNITY LIBRARY

210 S. Hays Avenue
Haysville, KS 67060
Ph 316/524-5242, Fax 316/524-0142
www.haysvillecommunitylibrary.org

April 22, 2024

The Honorable Russ Kessler
Mayor, City of Haysville
City Hall
200 West Grand
Haysville, Kansas 67060

Dear Mr. Mayor:

The current President of the Library Board, Alan Packard, has been serving the remainder of an unexpired term which ends on April 30th. He is now eligible for appointment to a full term, has expressed an interest in continuing to serve, and is making a substantial contribution to the activities and initiatives of the Library Board.

Please consider reappointing Mr. Packard to a full term that will be open beginning in May, and submitting him to Council for their assent.

Respectfully Yours,

Kenneth L. Bell
Director
Haysville Community Library





City of Haysville, KS

AP Summary of Expenditures

By Vendor Name

Payable Dates 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: AAP0014 - AAA PORTABLE SERVICES LLC					
AAA PORTABLE SERVICES LLC	REQ05059	04/16/2024	FUEL SURCHARGE	030-50-2092	31.50
AAA PORTABLE SERVICES LLC	REQ05059	04/16/2024	PORTABLE RESTROOM 2EA. - 900 W. GRAND	030-50-2092	210.00
AAA PORTABLE SERVICES LLC	REQ05060	04/16/2024	FUEL SURCHARGE	030-50-2092	15.75
AAA PORTABLE SERVICES LLC	REQ05060	04/16/2024	PORTABLE RESTROOM 1EA. - 608 CHATTA ST.	030-50-2092	105.00
AAA PORTABLE SERVICES LLC	REQ05061	04/16/2024	FUEL SURCHARGE	030-50-2092	15.75
AAA PORTABLE SERVICES LLC	REQ05061	04/16/2024	PORTABLE RESTROOM 1EA. - 1956 W. GRAND	030-50-2092	105.00
AAA PORTABLE SERVICES LLC	REQ05062	04/16/2024	PORTABLE RESTROOM 3EA. - 706 SARAH LN. (PIT060)	030-50-2092	315.00
AAA PORTABLE SERVICES LLC	REQ05062	04/16/2024	HANDICAPPED ADA RESTROOM 1EA. - 706 SARAH LN.	030-50-2092	125.00
AAA PORTABLE SERVICES LLC	REQ05062	04/16/2024	HANDWASHING STATION 1EA. - 706 SARAH LN.	030-50-2092	105.00
AAA PORTABLE SERVICES LLC	REQ05062	04/16/2024	FUEL SURCHARGE	030-50-2092	81.75
AAA PORTABLE SERVICES LLC	REQ05188	05/01/2024	FUEL SURCHARGE	030-50-2092	31.50
AAA PORTABLE SERVICES LLC	REQ05188	05/01/2024	PORTABLE RESTROOM 2EA. - 900 W. GRAND	030-50-2092	210.00
AAA PORTABLE SERVICES LLC	REQ05189	05/01/2024	FUEL SURCHARGE	030-50-2092	15.75
AAA PORTABLE SERVICES LLC	REQ05189	05/01/2024	PORTABLE RESTROOM 1EA. - 608 CHATTA	030-50-2092	105.00
AAA PORTABLE SERVICES LLC	REQ05187	05/01/2024	FUEL SURCHARGE	030-50-2092	15.75
AAA PORTABLE SERVICES LLC	REQ05187	05/01/2024	PORTABLE RESTROOM 1EA. - 1956 W. GRAND	030-50-2092	105.00
AAA PORTABLE SERVICES LLC	REQ05186	05/01/2024	PORTABLE RESTROOM 1EA. - 245 N. DELOS	030-50-2092	105.00
AAA PORTABLE SERVICES LLC	REQ05186	05/01/2024	FUEL SURCHARGE	030-50-2092	15.75
AAA PORTABLE SERVICES LLC	REQ05185	05/01/2024	PORTABLE RESTROOM 2EA. - 6545 MABEL (P/C SPORTS)	030-50-2092	210.00
AAA PORTABLE SERVICES LLC	REQ05185	05/01/2024	FUEL SURCHARGE	030-50-2092	31.50
Vendor AAP0014 - AAA PORTABLE SERVICES LLC Total:					1,955.00
Vendor: ACME0033 - ACME WASTE SYSTEMS, LLC.					
ACME WASTE SYSTEMS, LLC.	REQ05063	04/16/2024	C & D DISPOSAL - WWTP	010-30-2040	505.31
ACME WASTE SYSTEMS, LLC.	REQ05064	04/16/2024	C & D DISPOSAL - PW RECYCLE CNTR.	036-56-3017	2,975.16
Vendor ACME0033 - ACME WASTE SYSTEMS, LLC. Total:					3,480.47
Vendor: ADDI1751 - ADDISON BORK					
ADDISON BORK	REQ05018	04/02/2024	REFEREE SOCCER 2 HRS. 03/23/2024	030-50-1250	30.00
ADDISON BORK	REQ05154	04/30/2024	REFEREE SOCCER 6 HRS. 04/06 - 04/13/2024	030-50-1250	90.00
ADDISON BORK	REQ05296	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	45.00
Vendor ADDI1751 - ADDISON BORK Total:					165.00
Vendor: ADDI3077 - ADDISON WOOD					
ADDISON WOOD	REQ04990	04/02/2024	REFEREE SOCCER 2 HRS. 03/23/2024	030-50-1250	32.00
ADDISON WOOD	REQ05158	04/30/2024	REFEREE SOCCER 5 HRS. 04/06 - 04/13/2024	030-50-1250	80.00
ADDISON WOOD	REQ05297	04/30/2024	REFEREE SOCCER 2 HRS. 04/27/2024	030-50-1250	32.00
Vendor ADDI3077 - ADDISON WOOD Total:					144.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: AFLA0056 - AFLAC					
AFLAC		04/18/2024	PAYROLL DEDUCTION AFLAC	001-00-2014	56.81
AFLAC		04/18/2024	PAYROLL DEDUCTION AFLAC	001-00-2052	205.46
Vendor AFLA0056 - AFLAC Total:					262.27
Vendor: AJRA1000 - AJ RAMIREZ					
AJ RAMIREZ		04/02/2024	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor AJRA1000 - AJ RAMIREZ Total:					35.00
Vendor: ALBE0412 - ALBERT CABALLERO					
ALBERT CABALLERO	REQ05006	04/02/2024	REFEREE SOCCER 7 HRS. 03/23/2024	030-50-1250	140.00
ALBERT CABALLERO	REQ05286	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	60.00
Vendor ALBE0412 - ALBERT CABALLERO Total:					200.00
Vendor: ALLI0092 - ALLIED ENERGY & BATTERY					
ALLIED ENERGY & BATTERY	REQ05131	04/16/2024	BATTERY 2EA. - EMERGENCY LIGHT (SR. CNTR)	001-12-2025	59.00
Vendor ALLI0092 - ALLIED ENERGY & BATTERY Total:					59.00
Vendor: ALLI1435 - ALLISON CORNELIUS					
ALLISON CORNELIUS	REQ04996	04/02/2024	REFEREE SOCCER 4 HRS. 03/16/2024	030-50-1250	60.00
ALLISON CORNELIUS	REQ05153	04/30/2024	REFEREE SOCCER 2 HRS. 04/13/2024	030-50-1250	30.00
Vendor ALLI1435 - ALLISON CORNELIUS Total:					90.00
Vendor: ALTE0100 - ALTERNATIVE PEST MGMNT.					
ALTERNATIVE PEST MGMNT.	REQ05065	04/16/2024	PEST CONTROL - VICKER'S BLDG.	001-09-2040	35.00
ALTERNATIVE PEST MGMNT.	REQ05065	04/16/2024	PEST CONTROL - CITY HALL	001-09-2040	50.00
ALTERNATIVE PEST MGMNT.	REQ05065	04/16/2024	PEST CONTROL - SR. CNTR.	001-12-2040	35.00
Vendor ALTE0100 - ALTERNATIVE PEST MGMNT. Total:					120.00
Vendor: AMER0103 - AMERI-GRAPHICS SPECIAL T'S					
AMERI-GRAPHICS SPECIAL T'S	REQ04949	04/02/2024	SPRING SOCCER T-SHIRTS 447EA.	030-50-2092	2,682.00
AMERI-GRAPHICS SPECIAL T'S	REQ04949	04/02/2024	XXL / XXXL UPCHARGE 18EA.	030-50-2092	36.00
AMERI-GRAPHICS SPECIAL T'S	REQ04951	04/02/2024	SOFTBALL VISORS 120EA.	030-50-2092	948.00
AMERI-GRAPHICS SPECIAL T'S	REQ04951	04/02/2024	BASEBALL HATS 110EA.	030-50-2092	1,017.50
Vendor AMER0103 - AMERI-GRAPHICS SPECIAL T'S Total:					4,683.50
Vendor: APAC0146 - APAC KANSAS INC					
APAC KANSAS INC	REQ04969	04/02/2024	ENERGY SURCHARGE	021-41-2009	3.35
APAC KANSAS INC	REQ04969	04/02/2024	LIQUID AC SURCHARGE	021-41-2009	62.77
APAC KANSAS INC	REQ04969	04/02/2024	BM2 R25 WMA ASPHALT MIX 4.19 TONS	021-41-2009	234.64
Vendor APAC0146 - APAC KANSAS INC Total:					300.76
Vendor: ARDE1750 - ARDEN BERENS					
ARDEN BERENS	REQ04998	04/02/2024	REFEREE SOCCER 5 HRS. 03/13 - 03/16/2024	030-50-1250	75.00
ARDEN BERENS	REQ05157	04/30/2024	REFEREE SOCCER 4 HRS. 04/06/2024	030-50-1250	60.00
ARDEN BERENS	REQ05294	04/30/2024	REFEREE SOCCER 2 HRS. 04/27/2024	030-50-1250	30.00
Vendor ARDE1750 - ARDEN BERENS Total:					165.00
Vendor: ASCA1429 - ASCAP					
ASCAP	REQ05105	04/16/2024	2024 ASCAP LICENSE RENEWAL	001-10-2054	446.83
Vendor ASCA1429 - ASCAP Total:					446.83
Vendor: AUST0211 - AUSTIN HOSE					
AUSTIN HOSE	REQ05017	04/02/2024	NYLON HOSE GUARD 10EA. - SKID STEER	021-41-2006	29.30
AUSTIN HOSE	REQ05017	04/02/2024	HYDRAULIC HOSE ASSY. 1EA. - SKID STEER	021-41-2006	209.59

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
AUSTIN HOSE	REQ05017	04/02/2024	LIFEGUARD CLAMP COLLAR 2EA. - SKID STEER	021-41-2006	9.14
Vendor AUST0211 - AUSTIN HOSE Total:					248.03
Vendor: B&HP0232 - B & H PHOTO - VIDEO					
B & H PHOTO - VIDEO	REQ05067	04/16/2024	SANDISK EXTREME PRO SSD FLASH DRIVE, 256GB 2EA.	001-22-2042	99.48
B & H PHOTO - VIDEO	REQ05234	05/01/2024	LOGITECH SPOTLIGHT UNIV. PRESENTATION REMOTE	001-22-2015	91.79
Vendor B&HP0232 - B & H PHOTO - VIDEO Total:					191.27
Vendor: BEAL0281 - BEALL & MITCHELL LLC					
BEALL & MITCHELL LLC		04/02/2024	PROFESSIONAL SERVICES - JUDGE	001-06-1100	1,775.53
Vendor BEAL0281 - BEALL & MITCHELL LLC Total:					1,775.53
Vendor: BENE1762 - BENEFIEL PROFESSIONAL PLUMBING					
BENEFIEL PROFESSIONAL PL...	REQ05139	04/16/2024	FROZEN COPPER WATER LINE REPAIR MATERIAL	037-57-2012	27.24
BENEFIEL PROFESSIONAL PL...	REQ05139	04/16/2024	FROZEN COPPER WATER LINE REPAIR LABOR	037-57-2012	337.50
BENEFIEL PROFESSIONAL PL...	REQ05139	04/16/2024	MIXING VALVE INSTALLATION MATERIAL	037-57-2012	427.13
BENEFIEL PROFESSIONAL PL...	REQ05139	04/16/2024	MIXING VALVE INSTALLATION LABOR	037-57-2012	540.00
BENEFIEL PROFESSIONAL PL...	REQ05139	04/16/2024	RE-PIPED POOL MECHANICAL ROOM	037-57-2012	8,525.50
Vendor BENE1762 - BENEFIEL PROFESSIONAL PLUMBING Total:					9,857.37
Vendor: BENJ1439 - BENJAMIN PEITZ					
BENJAMIN PEITZ	REQ05005	04/02/2024	REFEREE SOCCER 2 HRS. 03/23/2024	030-50-1250	36.00
BENJAMIN PEITZ	REQ05149	04/30/2024	REFEREE SOCCER 6 HRS. 04/06 - 04/13/2024	030-50-1250	108.00
BENJAMIN PEITZ	REQ05221	04/30/2024	REFEREE SOCCER 3 HRS. 04/20/2024	030-50-1250	54.00
BENJAMIN PEITZ	REQ05287	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	54.00
Vendor BENJ1439 - BENJAMIN PEITZ Total:					252.00
Vendor: BIGT0314 - BIG TOOL STORE					
BIG TOOL STORE	REQ05190	05/01/2024	12" GROOVELOCK PLIERS 1EA. (WATER DEPT.)	011-31-2012	32.75
Vendor BIGT0314 - BIG TOOL STORE Total:					32.75
Vendor: BLAC0328 - BLACKBURN MFG CO					
BLACKBURN MFG CO	REQ05110	04/16/2024	PR LG 21 W	011-31-2009	276.00
BLACKBURN MFG CO	REQ05110	04/16/2024	SHIPPING	011-31-2009	78.11
BLACKBURN MFG CO	REQ05110	04/16/2024	FLO CUATION BLUE WATER FLAGS	011-31-2009	432.00
Vendor BLAC0328 - BLACKBURN MFG CO Total:					786.11
Vendor: BODY1721 - BODY ART BY SARAH					
BODY ART BY SARAH	REQ04749	04/16/2024	2024 PIT060 - FACE PAINTING - 50% BAL DUE	001-10-2054	200.00
Vendor BODY1721 - BODY ART BY SARAH Total:					200.00
Vendor: BORD0351 - BORDER STATES ELECTRIC SUPPLY					
BORDER STATES ELECTRIC SU...	REQ04970	04/02/2024	120V 20AMP CIRCUIT BREAKER 1EA. (MUN. POOL)	012-32-2006	96.92
BORDER STATES ELECTRIC SU...	REQ04944	04/02/2024	120V PHOTOCONTROL ELECTRONIC SWIVEL 3EA.	001-03-2009	20.46
BORDER STATES ELECTRIC SU...	REQ04944	04/02/2024	120V PHOTOCONTROL ELECTRONIC SWIVEL 3EA.	010-30-2009	20.46
BORDER STATES ELECTRIC SU...	REQ04944	04/02/2024	120V PHOTOCONTROL ELECTRONIC SWIVEL 3EA.	011-31-2009	20.46
BORDER STATES ELECTRIC SU...	REQ04944	04/02/2024	120V PHOTOCONTROL ELECTRONIC SWIVEL 3EA.	021-41-2009	20.46

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
BORDER STATES ELECTRIC SU...	REQ04945	04/02/2024	CR20-T DUPLEX RECEPTACLE 125V 10 EA.	001-03-2009	3.60
BORDER STATES ELECTRIC SU...	REQ04945	04/02/2024	CR20-T DUPLEX RECEPTACLE 125V 10 EA.	010-30-2009	3.60
BORDER STATES ELECTRIC SU...	REQ04945	04/02/2024	CR20-T DUPLEX RECEPTACLE 125V 10 EA.	011-31-2009	3.60
BORDER STATES ELECTRIC SU...	REQ04945	04/02/2024	CR20-T DUPLEX RECEPTACLE 125V 10 EA.	021-41-2009	3.60
BORDER STATES ELECTRIC SU...	REQ04971	04/02/2024	GFWT1-T 15A SLIM GFCI RECEPTACLE 2EA.	001-03-2009	9.44
BORDER STATES ELECTRIC SU...	REQ04971	04/02/2024	GFWT1-T 15A SLIM GFCI RECEPTACLE 2EA.	010-30-2009	9.42
BORDER STATES ELECTRIC SU...	REQ04971	04/02/2024	GFWT1-T 15A SLIM GFCI RECEPTACLE 2EA.	011-31-2009	9.44
BORDER STATES ELECTRIC SU...	REQ04971	04/02/2024	GFWT1-T 15A SLIM GFCI RECEPTACLE 2EA.	021-41-2009	9.44
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT1-T 15A SLIM GFCI OUTLET RECEPTACLE 8EA.	001-03-2009	37.74
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT2-T 20A SLIM GFCI OUTLET RECEPTACLE 10EA.	001-03-2009	51.22
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT1-T 15A SLIM GFCI OUTLET RECEPTACLE 8EA.	010-30-2009	37.74
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT2-T 20A SLIM GFCI OUTLET RECEPTACLE 10EA.	010-30-2009	51.24
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT2-T 20A SLIM GFCI OUTLET RECEPTACLE 10EA.	011-31-2009	51.22
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT1-T 15A SLIM GFCI OUTLET RECEPTACLE 8EA.	011-31-2009	37.74
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT1-T 15A SLIM GFCI OUTLET RECEPTACLE 8EA.	021-41-2009	37.74
BORDER STATES ELECTRIC SU...	REQ04972	04/02/2024	GFWT2-T 20A SLIM GFCI OUTLET RECEPTACLE 10EA.	021-41-2009	51.22
BORDER STATES ELECTRIC SU...	REQ05079	04/16/2024	8" CAN LIGHTS 2EA.	030-50-2025	165.21
BORDER STATES ELECTRIC SU...	REQ05078	04/16/2024	4" WRAP AROUND LENS - CEILING LIGHT COVERS 6EA.	030-50-2025	111.66
BORDER STATES ELECTRIC SU...	REQ05111	04/16/2024	KT-LED63PSHID-EX39-850-D/G4	036-56-3036	1,997.40
BORDER STATES ELECTRIC SU...	REQ05068	04/16/2024	8" MED. REFLECT., POLY TRIM, CLEAR CAN LIGHT 2EA.	030-50-2025	387.86
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	ZB124WP LED FLUSH MOUNT PHOTOCONTROL W/ PLT 4EA.	001-03-2009	16.43
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	120V PHOTOCONTROL 1EA.	001-03-2009	6.82
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	ZB124WP LED FLUSH MOUNT PHOTOCONTROL W/ PLT 4EA.	010-30-2009	16.43
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	120V PHOTOCONTROL 1EA.	010-30-2009	6.82
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	ZB124WP LED FLUSH MOUNT PHOTOCONTROL W/ PLT 4EA.	011-31-2009	16.43
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	120V PHOTOCONTROL 1EA.	011-31-2009	6.82
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	ZB124WP LED FLUSH MOUNT PHOTOCONTROL W/ PLT 4EA.	021-41-2009	16.43
BORDER STATES ELECTRIC SU...	REQ05069	04/16/2024	120V PHOTOCONTROL 1EA.	021-41-2009	6.82
BORDER STATES ELECTRIC SU...	REQ05192	05/01/2024	8" CAN LIGHTS 2EA. (HAC)	030-50-2025	505.42
BORDER STATES ELECTRIC SU...	REQ05191	05/01/2024	1/2" EMT 300 FT. (NEW WTR. BLDG.)	011-31-2040	229.50
BORDER STATES ELECTRIC SU...	REQ05191	05/01/2024	1/2" INTER. METAL CONDUIT 10 FT. (NEW WTR. BLDG.)	011-31-2040	18.63
BORDER STATES ELECTRIC SU...	REQ05191	05/01/2024	1-1/4" SCH80 PVC CONDUIT 10 FT. (NEW WTR. BLDG.)	011-31-2040	28.65
BORDER STATES ELECTRIC SU...	REQ05191	05/01/2024	CEILING BOX BRACE 1EA. (NEW WTR. BLDG.)	011-31-2040	46.79
BORDER STATES ELECTRIC SU...	REQ05191	05/01/2024	3/4" EMT 100 FT. (NEW WTR. BLDG.)	011-31-2040	134.77
BORDER STATES ELECTRIC SU...	REQ05235	05/01/2024	13.5T8 LED 48-840 DIM-BP LIGHTS 25EA. (CITY HALL)	001-09-2009	224.75

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
BORDER STATES ELECTRIC SU...	REQ05247	05/01/2024	8 X 8 X 4" PVC JUNCTION BOX 1EA. (FOUNTAIN)	036-56-3011	44.51
BORDER STATES ELECTRIC SU...	REQ05247	05/01/2024	W5320-TOG TR DPLX RECEPTACLE 125V 8EA. (FOUNTAIN)	036-56-3011	19.84
Vendor BORD0351 - BORDER STATES ELECTRIC SUPPLY Total:					4,594.75
Vendor: BRAD2559 - BRADY SIMMONS					
BRADY SIMMONS		04/16/2024	CELL PHONE REIMBURSEMENT	001-02-2040	35.00
Vendor BRAD2559 - BRADY SIMMONS Total:					35.00
Vendor: BREA0365 - BREAKFAST WITH LA PASADITA					
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	001-01-2015	93.51
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	001-02-2015	176.58
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	001-18-2015	135.04
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	010-30-2015	100.45
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	011-31-2015	100.45
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	021-41-2012	100.52
BREAKFAST WITH LA PASADITA	REQ05177	04/25/2024	TACO BAR - ALL EMPLOYEE MTG. 04/25/2024	030-50-2015	72.70
Vendor BREA0365 - BREAKFAST WITH LA PASADITA Total:					779.25
Vendor: BREN0367 - BRENNTAG SOUTHWEST INC					
BRENNTAG SOUTHWEST INC	REQ04952	04/02/2024	CHLORINE 750LBS. - WATER DEPT.	011-31-2009	1,211.25
BRENNTAG SOUTHWEST INC	REQ04952	04/02/2024	TRANSPORTATION CHARGE	011-31-2009	182.50
BRENNTAG SOUTHWEST INC	REQ04952	04/02/2024	VESSEL RECVOERY FEE	011-31-2009	75.00
Vendor BREN0367 - BRENNTAG SOUTHWEST INC Total:					1,468.75
Vendor: BROO0377 - BROOKS GREASE SERVICE, INC.					
BROOKS GREASE SERVICE, INC.	REQ05248	05/01/2024	PUMP / CLEAN GREASE TRAP - SR. CNTR. 04/08/2024	001-12-2025	260.00
Vendor BROO0377 - BROOKS GREASE SERVICE, INC. Total:					260.00
Vendor: BRUC0382 - BRUCE NYSTROM, PHD					
BRUCE NYSTROM, PHD	REQ05138	04/16/2024	PSYCHOLOGICAL SERVICE...	001-02-2012	800.00
BRUCE NYSTROM, PHD	REQ04449	04/16/2024	PRE-EMPLOYMENT EVALUATION - (B. ALTIER-RIERA)	001-02-2012	400.00
Vendor BRUC0382 - BRUCE NYSTROM, PHD Total:					1,200.00
Vendor: CALE2796 - CALE TOPINKA					
CALE TOPINKA		04/02/2024	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
CALE TOPINKA		04/02/2024	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
CALE TOPINKA		04/02/2024	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor CALE2796 - CALE TOPINKA Total:					35.00
Vendor: CALE1849 - CALEB MCCAFFREE					
CALEB MCCAFFREE	REQ05007	04/02/2024	REFEREE SOCCER 11 HRS. 03/16 - 03/23/2024	030-50-1250	275.00
CALEB MCCAFFREE	REQ05151	04/30/2024	REFEREE SOCCER 10 HRS. 04/06 - 04/13/2024	030-50-1250	250.00
CALEB MCCAFFREE	REQ05216	04/30/2024	REFEREE SOCCER 3 HRS. 04/20/2024	030-50-1250	75.00
CALEB MCCAFFREE	REQ05284	04/30/2024	REFEREE SOCCER 5 HRS. 04/27/2024	030-50-1250	125.00
Vendor CALE1849 - CALEB MCCAFFREE Total:					725.00
Vendor: CAPI0431 - CAPITAL ONE					
CAPITAL ONE		04/24/2024	ADOBE - ACROBAT PRO DC SUBSCRIPTION	001-01-2004	21.69

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CAPITAL ONE		04/24/2024	KS ADMIN - BUDGET WORKSHOP (A. MILLSPAUGH)	001-01-2015	75.00
CAPITAL ONE		04/24/2024	QUIK TRIP - ERP PRO 10 MTG.	001-01-2015	35.77
CAPITAL ONE		04/24/2024	24/7 TRAVEL - CLERK'S CONF (A. MILLSPAUGH)	001-01-2015	32.37
CAPITAL ONE		04/24/2024	FAIRFIELD INN - CLERK'S CONF. (A. MILLSPAUGH)	001-01-2015	383.79
CAPITAL ONE		04/24/2024	REFUND: WSU - DUPLICATE PAYMENT	001-01-2064	-75.00
CAPITAL ONE		04/24/2024	AMAZON - FLASH DRIVE 5EA.	001-02-2005	65.05
CAPITAL ONE		04/24/2024	K-TAG - MAR TOLL FEES	001-02-2015	39.00
CAPITAL ONE		04/24/2024	KACP - LEADERSHIP & TRNG CONF (J. WHITFIELD)	001-02-2015	250.00
CAPITAL ONE		04/24/2024	IN THE BAG CLEANERS - LAUNDRY	001-02-2055	9.17
CAPITAL ONE		04/24/2024	AMAZON - LIFTMASTER REMOTE CONTROL	001-03-2009	16.50
CAPITAL ONE		04/24/2024	SMACKIN' SUNFLOWER SEEDS - SUNFLOWER SEEDS	001-03-2012	26.75
CAPITAL ONE		04/24/2024	AMAZON - POWDER PACKETS	001-03-2012	42.97
CAPITAL ONE		04/24/2024	IDRIVE.COM - YRLY ONLIN BACKUP	001-10-2040	149.75
CAPITAL ONE		04/24/2024	AMAZON - PROJECTOR BAG	001-12-2004	39.99
CAPITAL ONE		04/24/2024	AMAZON - SHARPS CONTAINER 2EA.	001-12-2009	13.90
CAPITAL ONE		04/24/2024	AMAZON - BILLIARDS CLOCK	001-12-2009	35.99
CAPITAL ONE		04/24/2024	DOLLAR TREE - CLEANING SUPPLIES	001-12-2009	2.50
CAPITAL ONE		04/24/2024	WALMART - TABLECLOTH	001-12-2009	55.68
CAPITAL ONE		04/24/2024	DOLLAR TREE - PRIZES FOR BINGO	001-12-2012	50.00
CAPITAL ONE		04/24/2024	CASEY'S - PIZZA PARTY	001-12-2012	117.94
CAPITAL ONE		04/24/2024	AMAZON - MOTHER'S DAY SUPPLIES	001-12-2012	182.41
CAPITAL ONE		04/24/2024	WALMART - MOTHER'S DAY SUPPLIES	001-12-2012	27.48
CAPITAL ONE		04/24/2024	AMAZON - MOTHER'S DAY SUPPLIES	001-12-2012	37.98
CAPITAL ONE		04/24/2024	WALMART - SR. CNTR DINNER/MOTHER'S DAY SUPPLIES	001-12-2012	33.17
CAPITAL ONE		04/24/2024	ZOOM - MONTHLY SUBSCRIPTION FEE	001-18-2004	17.35
CAPITAL ONE		04/24/2024	SPRINGHILL SUITES - LKM DIRECTOR MTG. (R. KESSLER)	001-18-2015	101.00
CAPITAL ONE		04/24/2024	K-TAG - MAR TOLL FEES	001-18-2015	0.30
CAPITAL ONE		04/24/2024	KS ADMIN - BUDGET WORKSHOP (W. BLACK)	001-18-2015	75.00
CAPITAL ONE		04/24/2024	FOUR POINTS - HEART OF AM. BLDG CODE (C. BETTLES)	001-20-2015	351.54
CAPITAL ONE		04/24/2024	SIMPLE IN/OUT - MONTHLY SUBSCRIPTION FEE	001-21-2040	9.99
CAPITAL ONE		04/24/2024	OWP - WASTEWATER TREATMENT PLANTS MANUAL	010-30-2009	121.00
CAPITAL ONE		04/24/2024	AMAZON - LIFTMASTER REMOTE CONTROL	010-30-2009	16.49
CAPITAL ONE		04/24/2024	AMAZON - POWDER PACKETS	010-30-2012	42.98
CAPITAL ONE		04/24/2024	SMACKIN' SUNFLOWER SEEDS - SUNFLOWER SEEDS	010-30-2012	26.75
CAPITAL ONE		04/24/2024	CSUSAC - CONVENIENCE FEE	010-30-2015	24.17
CAPITAL ONE		04/24/2024	CSUSAC - WW TREATMENT PLANT COURSE (J. AGUILAR)	010-30-2015	912.00
CAPITAL ONE		04/24/2024	K-TAG - MAR TOLL FEES	010-30-2015	1.26

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CAPITAL ONE		04/24/2024	KDHE - TANK U001/U002 PERMIT RENEWAL	010-30-2040	25.00
CAPITAL ONE		04/24/2024	KDHE - PERMIT PROCESSING FEE	010-30-2040	1.62
CAPITAL ONE		04/24/2024	IDRIVE.COM - YRLY ONLIN BACKUP	010-30-2040	74.88
CAPITAL ONE		04/24/2024	AMAZON - LIFTMASTER REMOTE CONTROL	011-31-2009	16.50
CAPITAL ONE		04/24/2024	AMAZON - POWDER PACKETS	011-31-2012	42.98
CAPITAL ONE		04/24/2024	SMACKIN' SUNFLOWER SEEDS - SUNFLOWER SEEDS	011-31-2012	26.75
CAPITAL ONE		04/24/2024	K-TAG - MAR TOLL FEES	011-31-2015	1.27
CAPITAL ONE		04/24/2024	KDHE - WATER EXAM (K. LYONS)	011-31-2015	25.00
CAPITAL ONE		04/24/2024	KDHE - WILL BE REFUNDED	011-31-2015	20.00
CAPITAL ONE		04/24/2024	IDRIVE.COM - YRLY ONLIN BACKUP	011-31-2040	74.87
CAPITAL ONE		04/24/2024	KDHE - TANK U001/U002 PERMIT RENEWAL	011-31-2040	25.00
CAPITAL ONE		04/24/2024	KDHE - PERMIT PROCESSING FEE	011-31-2040	1.63
CAPITAL ONE		04/24/2024	AMAZON - LIFTMASTER REMOTE CONTROL	021-41-2009	16.50
CAPITAL ONE		04/24/2024	SMACKIN' SUNFLOWER SEEDS - SUNFLOWER SEEDS	021-41-2012	26.75
CAPITAL ONE		04/24/2024	AMAZON - POWDER PACKETS	021-41-2012	42.98
CAPITAL ONE		04/24/2024	K-TAG - MAR TOLL FEES	021-41-2015	1.27
CAPITAL ONE		04/24/2024	CASEY'S - GAS PURCHASE	024-44-2012	58.63
CAPITAL ONE		04/24/2024	QUIK TRIP - GAS PURCHASE	024-44-2012	41.60
CAPITAL ONE		04/24/2024	QUIK TRIP - GAS PURCHASE	024-44-2012	70.51
CAPITAL ONE		04/24/2024	QUIK TRIP - GAS PURCHASE	024-44-2012	56.56
CAPITAL ONE		04/24/2024	QUIK TRIP - GAS PURCHASE	024-44-2012	45.48
CAPITAL ONE		04/24/2024	KWIK SHOP - GAS PURCHASE	024-44-2012	68.82
CAPITAL ONE		04/24/2024	CASEY'S - STAFF BREAKFAST	030-50-2004	33.98
CAPITAL ONE		04/24/2024	AMAZON - BARBELL THICK GRIPS 2EA.	030-50-2006	27.90
CAPITAL ONE		04/24/2024	FACEBOOK - PARTY IN THE 060 AD 1,123 IMPRESSIONS	030-50-2092	2.11
CAPITAL ONE		04/24/2024	FACEBOOK - BASE/SOFT/T- BALL AD 1,027 IMPRESSIONS	030-50-2092	6.57
CAPITAL ONE		04/24/2024	FACEBOOK - SHAMROCK SHUFFLE AD 4,321 IMPRESSIONS	030-50-2092	11.76
CAPITAL ONE		04/24/2024	FACEBOOK - PARTY IN THE 060 AD 25,328 IMPRESSIONS	030-50-2092	62.35
CAPITAL ONE		04/24/2024	JUMPY JUMP LAND - PARENT'S NIGHT OUT	030-50-2092	150.00
CAPITAL ONE		04/24/2024	WICHITA WIND SURGE - FIELD TRIP DEPOSIT	030-50-2092	163.00
CAPITAL ONE		04/24/2024	LITTLE CAESARS - PIZZA (PNO)	030-50-2092	62.79
CAPITAL ONE		04/24/2024	SUPERIOR SIGNS - PIT 060 PLAQUE	030-50-2092	34.50
CAPITAL ONE		04/24/2024	DERBY PLAZA THEATERS - FIELD TRIP	030-50-2094	610.00
CAPITAL ONE		04/24/2024	WALMART - JUICE	030-50-2094	271.52
CAPITAL ONE		04/24/2024	AMAZON - SHARPIE 12CT. 5EA.	030-50-2094	46.89
CAPITAL ONE		04/24/2024	AMAZON - BINGO PAPER CARDS	030-50-2094	26.72
CAPITAL ONE		04/24/2024	CHAMPLIN TIRE RECYCLING - 6' GRAY PARK BENCH 4EA.	031-51-2012	2,156.00
CAPITAL ONE		04/24/2024	AMAZON - SPORT WHISTLE 99PK.	037-57-2012	32.59
CAPITAL ONE		04/24/2024	AMAZON - FANNY PACK 35EA.	037-57-2012	174.65

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CAPITAL ONE		04/24/2024	AMZON - STORAGE BINS	037-57-2012	179.95
CAPITAL ONE		04/24/2024	NRPA - MEMBERSHIP FEES (R. ARNESON)	037-57-2012	180.00
CAPITAL ONE		04/24/2024	TATERS N TOPPINGS - PIT 060 04/20/24	037-57-2012	208.32
CAPITAL ONE		04/24/2024	AMZON - GAMES/BUILDING BLOCKS	037-57-2012	244.92
CAPITAL ONE		04/24/2024	SHAKEN OR STIRRED - PIT 060 04/20/24	037-57-2012	246.25
CAPITAL ONE		04/24/2024	AMAZON - WHITE-OUT / STICKY NOTES	037-57-2012	20.92
CAPITAL ONE		04/24/2024	AMAZON - SPYRATHREE WATERBLASTER 5EA.	037-57-2012	797.50
CAPITAL ONE		04/24/2024	AMAZON - LASER TAG GUNS 3EA.	037-57-2012	292.47
CAPITAL ONE		04/24/2024	PRICE LINE - CAR RENTAL (BOOST CONF.)	037-57-2012	455.06
CAPITAL ONE		04/24/2024	SMOKIN DINER - PIT 060 04/20/24	037-57-2012	219.94
CAPITAL ONE		04/24/2024	DISNEY PLUS - MONTHLY SUBSCRIPTION FEE	037-57-2012	20.60
CAPITAL ONE		04/24/2024	AMZON - COUPON SAVINGS	037-57-2012	-35.12
CAPITAL ONE		04/24/2024	HONEY & RUE'S - PIT 060 04/20/24	037-57-2012	132.30
CAPITAL ONE		04/24/2024	AMAZON - STORAGE BINS	037-57-2012	44.99
CAPITAL ONE		04/24/2024	AMZON - CLIPBOARDS	037-57-2012	47.48
CAPITAL ONE		04/24/2024	WALMART - GIFT CARDS	037-57-2012	50.00
CAPITAL ONE		04/24/2024	WALMART - GIFT CARDS	037-57-2012	50.00
CAPITAL ONE		04/24/2024	MUFFIN TOP BAKERY - PIT 060 04/20/24	037-57-2012	62.50
CAPITAL ONE		04/24/2024	AMAZON - MASON JARS 24PK. 2EA.	037-57-2012	65.98
CAPITAL ONE		04/24/2024	AMAZON - KIEFER SPINE BOARD 2EA.	037-57-2012	36.50
CAPITAL ONE		04/24/2024	HULU - SUBSCRIPTION FEE	037-57-2012	77.04
CAPITAL ONE		04/24/2024	BOUDREUX'S BURGER - STAFF LUNCHEON	037-57-2012	85.79
CAPITAL ONE		04/24/2024	AMAZON - CPR FACE MASKS/TRAINING SHIELDS	037-57-2012	94.34
CAPITAL ONE		04/24/2024	AMAZON - KIDS PUNCHING BAG 4EA.	037-57-2012	128.00
CAPITAL ONE		04/24/2024	FACESTUFFERS - PIT 060 04/20/24	037-57-2012	75.00
CAPITAL ONE		04/24/2024	MAILCHIMP - MONTHLY SUBSCRIPTION FEE	092-66-3001	13.00
CAPITAL ONE		04/24/2024	ESRI - GIS BUSINESS ANALYST LICS. - ECO. DEV. DIR.	092-66-3001	100.00
CAPITAL ONE		04/24/2024	FACEBOOK - HOMETOWN MARKET AD 4,220 IMPRESSIONS	092-66-3001	31.59
CAPITAL ONE		04/24/2024	ESRI - GIS BUSINESS ANALYST LICS. - GIS ADMIN	092-66-3001	100.00
CAPITAL ONE		04/24/2024	ESRI - GIS ONLN SERVICE CREDITS; BLOCK OF 1,000	092-66-3001	120.00
CAPITAL ONE		04/24/2024	GOOGLE - INVALID ACTIVITY CREDITS	092-66-3001	-1.12
CAPITAL ONE		04/24/2024	GOOGLE - WABA HOME SHOW AD 3,891 CLICKS	092-66-3001	79.94
Vendor CAPI0431 - CAPITAL ONE Total:					12,231.75
Vendor: CARL0713 - CARL B. DAVIS, TRUSTEE					
CARL B. DAVIS, TRUSTEE		04/04/2024	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	001-00-2057	246.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CARL B. DAVIS, TRUSTEE		04/18/2024	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	001-00-2057	246.00
Vendor CARL0713 - CARL B. DAVIS, TRUSTEE Total:					492.00
Vendor: CHEY1441 - CHEYANNE SMITH					
CHEYANNE SMITH	REQ05009	04/02/2024	REFEREE SOCCER 2 HRS. 03/23/2024	030-50-1250	80.00
CHEYANNE SMITH	REQ05161	04/30/2024	REFEREE SOCCER 4 HRS. 04/06 - 04/13/2024	030-50-1250	72.00
CHEYANNE SMITH	REQ05291	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	48.00
Vendor CHEY1441 - CHEYANNE SMITH Total:					200.00
Vendor: CHRI1139 - CHRISTINA STOWELL					
CHRISTINA STOWELL	REQ05001	04/02/2024	REFEREE SOCCER 5 HRS. 03/16 - 03/23/2024	030-50-1250	90.00
CHRISTINA STOWELL	REQ05162	04/30/2024	REFEREE SOCCER 5 HRS. 04/06 - 04/13/2024	030-50-1250	90.00
CHRISTINA STOWELL	REQ05220	04/30/2024	REFEREE SOCCER 2 HRS. 04/20/2024	030-50-1250	36.00
CHRISTINA STOWELL	REQ05290	04/30/2024	REFEREE SOCCER 2 HRS. 04/27/2024	030-50-1250	36.00
Vendor CHRI1139 - CHRISTINA STOWELL Total:					252.00
Vendor: CHRI0413 - CHRISTOPHER CABALLERO					
CHRISTOPHER CABALLERO	REQ04989	04/02/2024	REFEREE SOCCER 3 HRS. 03/23/2024	030-50-1250	48.00
CHRISTOPHER CABALLERO	REQ05159	04/30/2024	REFEREE SOCCER 3 HRS. 04/06/2024	030-50-1250	48.00
Vendor CHRI0413 - CHRISTOPHER CABALLERO Total:					96.00
Vendor: CHRI3084 - CHRISTOPHER WORRELL					
CHRISTOPHER WORRELL		04/02/2024	CELL PHONE REIMBURSEMENT	001-22-2002	35.00
Vendor CHRI3084 - CHRISTOPHER WORRELL Total:					35.00
Vendor: CIAR1720 - CIARA LEACH					
CIARA LEACH		04/02/2024	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor CIAR1720 - CIARA LEACH Total:					35.00
Vendor: CINT0521 - CINTAS CORPORATION #451					
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	REQ04968	04/02/2024	SM SHOP TOWELS - RED	010-30-2009	7.00
CINTAS CORPORATION #451	REQ04968	04/02/2024	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	REQ04968	04/02/2024	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	REQ04968	04/02/2024	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	REQ04968	04/02/2024	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	REQ04968	04/02/2024	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0007 S. RINEHART	010-30-2016	7.19
CINTAS CORPORATION #451	REQ04968	04/02/2024	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	REQ04968	04/02/2024	1000 MOISTURIZING SOAP	011-31-2009	1.07
CINTAS CORPORATION #451	REQ04968	04/02/2024	34X57 FENDER COVER - RED	011-31-2009	12.09

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	REQ04968	04/02/2024	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	REQ04968	04/02/2024	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	REQ04968	04/02/2024	SM SHOP TOWELS - RED	011-31-2009	7.00
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0009 B. HALE	011-31-2016	8.42
CINTAS CORPORATION #451	REQ04968	04/02/2024	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0007 S. RINEHART	011-31-2016	7.19
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	REQ04968	04/02/2024	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	REQ04968	04/02/2024	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	REQ04968	04/02/2024	SM SHOP TOWELS - RED	021-41-2009	7.00
CINTAS CORPORATION #451	REQ04968	04/02/2024	1000 MOISTURIZING SOAP	021-41-2009	1.07
CINTAS CORPORATION #451	REQ04968	04/02/2024	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	REQ04968	04/02/2024	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	REQ04968	04/02/2024	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0007 S. RINEHART	021-41-2016	7.19
CINTAS CORPORATION #451	REQ04968	04/02/2024	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	REQ04968	04/02/2024	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	REQ04964	04/02/2024	SM SHOP TOWELS - RED	010-30-2009	7.00
CINTAS CORPORATION #451	REQ04964	04/02/2024	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	REQ04964	04/02/2024	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	REQ04964	04/02/2024	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	REQ04964	04/02/2024	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0007 S. RINEHART	010-30-2016	7.19
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	REQ04964	04/02/2024	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	REQ04964	04/02/2024	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	REQ04964	04/02/2024	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	REQ04964	04/02/2024	SM SHOP TOWELS - RED	011-31-2009	7.00
CINTAS CORPORATION #451	REQ04964	04/02/2024	1000 MOISTURIZING SOAP	011-31-2009	1.07
CINTAS CORPORATION #451	REQ04964	04/02/2024	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	REQ04964	04/02/2024	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0009 B. HALE	011-31-2016	8.42
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0007 S. RINEHART	011-31-2016	7.19
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0003 K. LYONS	011-31-2016	5.78

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	REQ04964	04/02/2024	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	REQ04964	04/02/2024	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	REQ04964	04/02/2024	SM SHOP TOWELS - RED	021-41-2009	7.00
CINTAS CORPORATION #451	REQ04964	04/02/2024	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	REQ04964	04/02/2024	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	REQ04964	04/02/2024	1000 MOISTURIZING SOAP	021-41-2009	1.07
CINTAS CORPORATION #451	REQ04964	04/02/2024	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	REQ04964	04/02/2024	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0007 S. RINEHART	021-41-2016	7.19
CINTAS CORPORATION #451	REQ04964	04/02/2024	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	REQ04964	04/02/2024	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	REQ04976	04/02/2024	ULTRACLEAN CLEANING SVCS.	001-03-2004	30.66
CINTAS CORPORATION #451	REQ04976	04/02/2024	ULTRACLEAN CLEANING SVCS.	001-20-2004	30.66
CINTAS CORPORATION #451	REQ04976	04/02/2024	ULTRACLEAN CLEANING SVCS.	010-30-2004	30.66
CINTAS CORPORATION #451	REQ04976	04/02/2024	ULTRACLEAN CLEANING SVCS.	011-31-2004	30.66
CINTAS CORPORATION #451	REQ04976	04/02/2024	ULTRACLEAN CLEANING SVCS.	021-41-2004	30.65
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	REQ05033	04/16/2024	SM SHOP TOWELS - RED	010-30-2009	7.00
CINTAS CORPORATION #451	REQ05033	04/16/2024	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	REQ05033	04/16/2024	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	REQ05033	04/16/2024	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	REQ05033	04/16/2024	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0007 S. RINEHART	010-30-2016	7.19
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0005 M. LITCHFIELD	010-30-2016	6.05
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	REQ05033	04/16/2024	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	REQ05033	04/16/2024	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	REQ05033	04/16/2024	SM SHOP TOWELS - RED	011-31-2009	7.00
CINTAS CORPORATION #451	REQ05033	04/16/2024	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	REQ05033	04/16/2024	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	REQ05033	04/16/2024	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	REQ05033	04/16/2024	1000 MOISTURIZING SOAP	011-31-2009	1.07
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0009 B. HALE	011-31-2016	8.42
CINTAS CORPORATION #451	REQ05033	04/16/2024	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0005 M. LITCHFIELD	011-31-2016	6.05
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0007 S. RINEHART	011-31-2016	7.19
CINTAS CORPORATION #451	REQ05033	04/16/2024	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	REQ05033	04/16/2024	1000 MOISTURIZING SOAP	021-41-2009	1.07
CINTAS CORPORATION #451	REQ05033	04/16/2024	SM SHOP TOWELS - RED	021-41-2009	7.00
CINTAS CORPORATION #451	REQ05033	04/16/2024	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	REQ05033	04/16/2024	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	REQ05033	04/16/2024	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	REQ05033	04/16/2024	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0005 M. LITCHFIELD	021-41-2016	6.04
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0007 S. RINEHART	021-41-2016	7.19
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	REQ05033	04/16/2024	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	REQ05033	04/16/2024	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	REQ05090	04/16/2024	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	REQ05090	04/16/2024	SM SHOP TOWELS - RED	010-30-2009	7.00
CINTAS CORPORATION #451	REQ05090	04/16/2024	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	REQ05090	04/16/2024	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	REQ05090	04/16/2024	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0007 S. RINEHART	010-30-2016	8.39
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	REQ05090	04/16/2024	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	REQ05090	04/16/2024	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	REQ05090	04/16/2024	1000 MOISTURIZING SOAP	011-31-2009	1.07
CINTAS CORPORATION #451	REQ05090	04/16/2024	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	REQ05090	04/16/2024	SM SHOP TOWELS - RED	011-31-2009	7.00
CINTAS CORPORATION #451	REQ05090	04/16/2024	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	REQ05090	04/16/2024	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	REQ05090	04/16/2024	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0007 S. RINEHART	011-31-2016	8.39
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0009 B. HALE	011-31-2016	8.42
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	REQ05090	04/16/2024	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	REQ05090	04/16/2024	SM SHOP TOWELS - RED	021-41-2009	7.00
CINTAS CORPORATION #451	REQ05090	04/16/2024	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	REQ05090	04/16/2024	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	REQ05090	04/16/2024	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	REQ05090	04/16/2024	1000 MOISTURIZING SOAP	021-41-2009	1.07
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	REQ05090	04/16/2024	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	REQ05090	04/16/2024	EMP. 0007 S. RINEHART	021-41-2016	8.39
CINTAS CORPORATION #451	REQ05090	04/16/2024	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	REQ05140	04/16/2024	ULTRACLEAN CLEANING SVCS.	001-03-2004	30.66
CINTAS CORPORATION #451	REQ05140	04/16/2024	ULTRACLEAN CLEANING SVCS.	001-20-2004	30.66
CINTAS CORPORATION #451	REQ05140	04/16/2024	ULTRACLEAN CLEANING SVCS.	010-30-2004	30.66

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	REQ05140	04/16/2024	ULTRACLEAN CLEANING SVCS.	011-31-2004	30.66
CINTAS CORPORATION #451	REQ05140	04/16/2024	ULTRACLEAN CLEANING SVCS.	021-41-2004	30.65
CINTAS CORPORATION #451	REQ05070	04/16/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	001-03-2012	45.46
CINTAS CORPORATION #451	REQ05070	04/16/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	010-30-2012	45.46
CINTAS CORPORATION #451	REQ05070	04/16/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	011-31-2012	45.46
CINTAS CORPORATION #451	REQ05070	04/16/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	021-41-2012	45.44
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	REQ05168	05/01/2024	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	REQ05168	05/01/2024	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	REQ05168	05/01/2024	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	REQ05168	05/01/2024	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	REQ05168	05/01/2024	SM SHOP TOWELS - RED	010-30-2009	7.00
CINTAS CORPORATION #451	REQ05168	05/01/2024	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	REQ05168	05/01/2024	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0007 S. RINEHART	010-30-2016	7.19
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	REQ05168	05/01/2024	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	REQ05168	05/01/2024	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	REQ05168	05/01/2024	1000 MOISTURIZING SOAP	011-31-2009	1.07
CINTAS CORPORATION #451	REQ05168	05/01/2024	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	REQ05168	05/01/2024	SM SHOP TOWELS - RED	011-31-2009	7.00
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	REQ05168	05/01/2024	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0007 S. RINEHART	011-31-2016	7.19
CINTAS CORPORATION #451	REQ05168	05/01/2024	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0009 B. HALE	011-31-2016	8.42
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	REQ05168	05/01/2024	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	REQ05168	05/01/2024	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	REQ05168	05/01/2024	SM SHOP TOWELS - RED	021-41-2009	7.00
CINTAS CORPORATION #451	REQ05168	05/01/2024	1000 MOISTURIZING SOAP	021-41-2009	1.07
CINTAS CORPORATION #451	REQ05168	05/01/2024	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	REQ05168	05/01/2024	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	REQ05168	05/01/2024	EMP. 0007 S. RINEHART	021-41-2016	7.19
CINTAS CORPORATION #451	REQ05168	05/01/2024	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0002 A. NGUYEN	001-03-2012	5.78

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0006 R. STOKES	001-03-2012	12.67
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	REQ05230	05/01/2024	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	REQ05230	05/01/2024	SM SHOP TOWELS - RED	010-30-2009	7.00
CINTAS CORPORATION #451	REQ05230	05/01/2024	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	REQ05230	05/01/2024	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	REQ05230	05/01/2024	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	REQ05230	05/01/2024	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0004 A. KIRCHERT	010-30-2016	18.89
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	REQ05230	05/01/2024	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0007 S. RINEHART	010-30-2016	7.79
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	REQ05230	05/01/2024	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	REQ05230	05/01/2024	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	REQ05230	05/01/2024	SM SHOP TOWELS - RED	011-31-2009	7.00
CINTAS CORPORATION #451	REQ05230	05/01/2024	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	REQ05230	05/01/2024	1000 MOISTURIZING SOAP	011-31-2009	1.07
CINTAS CORPORATION #451	REQ05230	05/01/2024	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0009 B. HALE	011-31-2016	8.42
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0007 S. RINEHART	011-31-2016	7.79
CINTAS CORPORATION #451	REQ05230	05/01/2024	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	REQ05230	05/01/2024	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	REQ05230	05/01/2024	1000 MOISTURIZING SOAP	021-41-2009	1.07
CINTAS CORPORATION #451	REQ05230	05/01/2024	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	REQ05230	05/01/2024	SM SHOP TOWELS - RED	021-41-2009	7.00
CINTAS CORPORATION #451	REQ05230	05/01/2024	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	REQ05230	05/01/2024	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	REQ05230	05/01/2024	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0007 S. RINEHART	021-41-2016	7.79
CINTAS CORPORATION #451	REQ05230	05/01/2024	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	REQ05229	05/01/2024	ULTRACLEAN CLEANING SVCS.	001-03-2004	30.66
CINTAS CORPORATION #451	REQ05229	05/01/2024	ULTRACLEAN CLEANING SVCS.	001-20-2004	30.66
CINTAS CORPORATION #451	REQ05229	05/01/2024	ULTRACLEAN CLEANING SVCS.	010-30-2004	30.66
CINTAS CORPORATION #451	REQ05229	05/01/2024	ULTRACLEAN CLEANING SVCS.	011-31-2004	30.66
CINTAS CORPORATION #451	REQ05229	05/01/2024	ULTRACLEAN CLEANING SVCS.	021-41-2004	30.65
Vendor CINT0521 - CINTAS CORPORATION #451 Total:					2,123.17
Vendor: CITY0523 - CITY OF HAYSVILLE					
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION MED OPT 1	001-00-5056	7,966.18
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION MED OPT 2	001-00-5056	4,450.62

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION MED OPT 3	001-00-5056	9,618.83
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION MED HDHP	001-00-5056	6,595.54
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION COH DENTAL	001-00-2050	610.70
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION COH DENTAL	001-00-2050	2,284.64
CITY OF HAYSVILLE		04/04/2024	PAYROLL DEDUCTION COH VISION	001-00-2062	790.45
CITY OF HAYSVILLE		04/18/2024	PAYROLL DEDUCTION MED OPT 1	001-00-5056	7,966.18
CITY OF HAYSVILLE		04/18/2024	PAYROLL DEDUCTION MED OPT 2	001-00-5056	4,450.62
CITY OF HAYSVILLE		04/18/2024	PAYROLL DEDUCTION MED OPT 3	001-00-5056	9,618.83
CITY OF HAYSVILLE		04/18/2024	PAYROLL DEDUCTION MED HDHP	001-00-5056	5,559.56
CITY OF HAYSVILLE		04/18/2024	PAYROLL DEDUCTION COH DENTAL	001-00-2050	600.03
Vendor CITY0523 - CITY OF HAYSVILLE Total:					60,512.18
Vendor: COLO0570 - COLONIAL LIFE & ACCIDENT INS					
COLONIAL LIFE & ACCIDENT I...		04/18/2024	PAYROLL DEDUCTION COLONIAL	001-00-2058	377.39
COLONIAL LIFE & ACCIDENT I...		04/18/2024	PAYROLL DEDUCTION COLONIAL	001-00-2053	319.62
Vendor COLO0570 - COLONIAL LIFE & ACCIDENT INS Total:					697.01
Vendor: CORE0620 - CORE & MAIN					
CORE & MAIN	REQ04438	04/16/2024	5/8" X 3/4" SENSUS ALLY WATER METERS 12EA.	011-31-2009	4,980.00
CORE & MAIN	REQ04439	04/16/2024	5/8" X 3/4" SENSUS ALLY WATER METERS	011-31-2009	4,150.00
CORE & MAIN	REQ04438	04/16/2024	5/8" X 3/4" SENSUS ALLY WATER METERS 12EA.	011-31-2009	4,980.00
CORE & MAIN	REQ04438	04/16/2024	5/8" X 3/4" SENSUS ALLY WATER METERS 2EA.	011-31-2009	830.00
CORE & MAIN	REQ05071	04/16/2024	SENSUS COMMAND LINK 2	011-31-2009	625.00
CORE & MAIN	REQ05112	04/16/2024	WATER METER COVER W/RECESSED TR HOLE	011-31-2009	312.80
CORE & MAIN	REQ05112	04/16/2024	21" METER RING	011-31-2009	331.30
CORE & MAIN	REQ05249	05/01/2024	1 X 300' IPS SID R7 PE TUBE BLUE 300FT.	011-31-2009	288.00
Vendor CORE0620 - CORE & MAIN Total:					16,497.10
Vendor: COXC0636 - COX BUSINESS					
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-01-2002	437.31
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-02-2002	1,329.44
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-04-2002	44.82
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-06-2002	109.33
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-18-2002	176.02
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-21-2002	44.82
COX BUSINESS	REQ05029	04/09/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-22-2002	44.82
COX BUSINESS	REQ05030	04/09/2024	PW - MONTHLY CABLE/DATA SVCS.	001-03-2002	28.65
COX BUSINESS	REQ05030	04/09/2024	PW - MONTHLY CABLE/DATA SVCS.	001-20-2002	28.67

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
COX BUSINESS	REQ05030	04/09/2024	PW - MONTHLY CABLE/DATA SVCS.	010-30-2002	28.67
COX BUSINESS	REQ05030	04/09/2024	PW - MONTHLY CABLE/DATA SVCS.	011-31-2002	28.67
COX BUSINESS	REQ05030	04/09/2024	PW - MONTHLY CABLE/DATA SVCS.	021-41-2002	28.67
COX BUSINESS	REQ05028	04/09/2024	SR. CNTR. - MONTHLY CABLE DATA SVCS.	001-12-2003	288.37
COX BUSINESS	REQ05143	04/16/2024	HAC - MONTHLY DATA SVC.	030-50-2002	141.38
COX BUSINESS	REQ05143	04/16/2024	HAC - MONTHLY CABLE SVC.	030-50-2003	81.72
COX BUSINESS	REQ05084	04/16/2024	PW - MONTHLY CABLE/DATA SVCS.	001-03-2002	1.24
COX BUSINESS	REQ05084	04/16/2024	PW - MONTHLY CABLE/DATA SVCS.	001-20-2002	1.24
COX BUSINESS	REQ05084	04/16/2024	PW - MONTHLY CABLE/DATA SVCS.	010-30-2002	1.26
COX BUSINESS	REQ05084	04/16/2024	PW - MONTHLY CABLE/DATA SVCS.	011-31-2002	1.24
COX BUSINESS	REQ05084	04/16/2024	PW - MONTHLY CABLE/DATA SVCS.	021-41-2002	1.24
Vendor COXC0636 - COX BUSINESS Total:					2,847.58
Vendor: CREA0653 - CREATIVE PRODUCT SOURCING, INC.					
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	GRAFFI TEE - BLK - MED 12EA.	028-48-2032	88.20
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	10" DAREN LION 2EA.	028-48-2032	29.20
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	GRAFFI TEE - BLK - LRG 3EA.	028-48-2032	22.05
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	SHIPPING CHARGE	028-48-2032	22.04
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	GRAFFI TEE - BLK - 3X-LRG 2EA.	028-48-2032	18.70
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	GRAFFI TEE - BLK - X-LRG 2EA.	028-48-2032	14.70
CREATIVE PRODUCT SOURCIN...	REQ04946	04/02/2024	GRAFFI TEE - BLK - 2X-LRG 1EA.	028-48-2032	8.85
Vendor CREA0653 - CREATIVE PRODUCT SOURCING, INC. Total:					203.74
Vendor: CUTT1550 - CUTTING EDGE MINI MIX, INC.					
CUTTING EDGE MINI MIX, INC.	REQ05250	05/01/2024	CONCRETE 3 YDS. - MERIDIAN & CHELSEA ST.	021-41-2009	620.00
CUTTING EDGE MINI MIX, INC.	REQ05250	05/01/2024	FUEL CHARGE	021-41-2009	25.00
Vendor CUTT1550 - CUTTING EDGE MINI MIX, INC. Total:					645.00
Vendor: CYNT1357 - CYNTHIA HARRIS					
CYNTHIA HARRIS		04/02/2024	CELL PHONE REIMBURSEMENT	001-12-2003	35.00
Vendor CYNT1357 - CYNTHIA HARRIS Total:					35.00
Vendor: DANI1013 - DANIELLE GABOR					
DANIELLE GABOR		04/02/2024	CELL PHONE REIMBURSEMENT	001-18-2002	35.00
Vendor DANI1013 - DANIELLE GABOR Total:					35.00
Vendor: DAVI0414 - DAVID CABALLERO					
DAVID CABALLERO	REQ05152	04/30/2024	REFEREE SOCCER 7 HRS. 04/06 - 04/13/2024	030-50-1250	126.00
Vendor DAVI0414 - DAVID CABALLERO Total:					126.00
Vendor: DAVI1961 - DAVIS-MOORE CHEVROLET					
DAVIS-MOORE CHEVROLET	REQ05021	04/02/2024	LABOR COSTS - CAR #04-13	001-02-2035	558.67
DAVIS-MOORE CHEVROLET	REQ05021	04/02/2024	ENGINE CONTROL MODULE - CAR #04-13	001-02-2035	386.80
DAVIS-MOORE CHEVROLET	REQ05021	04/02/2024	SHOP SUPPLIES	001-02-2035	31.82
Vendor DAVI1961 - DAVIS-MOORE CHEVROLET Total:					977.29
Vendor: DOJA0326 - DOJANG LLC					
DOJANG LLC		04/02/2024	TAE KWON DO LESSONS - MAR 2024	030-50-1250	32.00
DOJANG LLC		04/09/2024	TAE KWON DO LESSONS - MAR 2024	030-50-1250	1,120.00
Vendor DOJA0326 - DOJANG LLC Total:					1,152.00
Vendor: DOUB0804 - DOUBLE CHECK COMPANY INC					
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - ANNUAL TESTING	001-03-2006	210.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - SHOP SUPPLIES	001-03-2006	4.33
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - TRIP CHARGE	001-03-2006	6.38
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - SHOP SUPPLIES	010-30-2006	4.32
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - ANNUAL TESTING	010-30-2006	210.00
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - TRIP CHARGE	010-30-2006	6.36
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - SHOP SUPPLIES	011-31-2006	4.33
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - ANNUAL TESTING	011-31-2006	210.00
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - TRIP CHARGE	011-31-2006	6.38
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - ANNUAL TESTING	021-41-2006	210.00
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - TRIP CHARGE	021-41-2006	6.38
DOUBLE CHECK COMPANY INC	REQ05106	04/16/2024	FUEL SYSTEM SERVICE 04/09/2024 - SHOP SUPPLIES	021-41-2006	4.33
Vendor DOUB0804 - DOUBLE CHECK COMPANY INC Total:					882.81
Vendor: DOYL1771 - DOYLE DEMAINE					
DOYLE DEMAINE	REQ05178	04/18/2024	CARRIAGE RIDES - VILLAGE CHRISTMAS 12/07/2024	001-10-2054	200.00
DOYLE DEMAINE	REQ05179	04/18/2024	CARRIAGE RIDES - A NIGHT WITH SANTA 12/14/2024	037-57-2012	200.00
Vendor DOYL1771 - DOYLE DEMAINE Total:					400.00
Vendor: DRUM0817 - DRUMFIT USA CORPORATION					
DRUMFIT USA CORPORATION	REQ05176	05/01/2024	DRUMFIT VIDEO CURRICULUM - RUTH CLARK ELEM.	037-57-2012	350.00
DRUMFIT USA CORPORATION	REQ05176	05/01/2024	DRUMFIT VIDEO CURRICULUM - REX ELEM.	037-57-2012	350.00
DRUMFIT USA CORPORATION	REQ05176	05/01/2024	DRUMFIT VIDEO CURRICULUM - FREEMAN ELEM.	037-57-2012	350.00
DRUMFIT USA CORPORATION	REQ05176	05/01/2024	DRUMFIT VIDEO CURRICULUM - HAC	037-57-2012	350.00
Vendor DRUM0817 - DRUMFIT USA CORPORATION Total:					1,400.00
Vendor: EASY0842 - EASY ICE, LLC.					
EASY ICE, LLC.	REQ05101	04/16/2024	ICE MACHINE SVC. - APR 2024 (P/C SPORTS)	030-50-2046	268.65
Vendor EASY0842 - EASY ICE, LLC. Total:					268.65
Vendor: EMCI0869 - EMC INSURANCE COMPANIES					
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	NSURANCE PREMIUM - INSTALLMENT CHARGE	001-10-2020	5.00
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - SPCL FUNDS	001-10-2020	12,787.08
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - SR. CNTR.	001-12-2020	940.60
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - SEWER DEPT.	010-30-2020	3,165.27
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - WATER DEPT.	011-31-2020	8,563.60
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - STREET DEPT.	021-41-2020	5,347.18
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - SPCL LIABILITY CVRG.	027-47-2020	11,316.81
EMC INSURANCE COMPANIES	REQ05251	05/01/2024	INSURANCE PREMIUM - RECREATION DEPT.	030-50-2020	1,143.17
Vendor EMCI0869 - EMC INSURANCE COMPANIES Total:					43,268.71

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: ENGI0881 - ENGINEERING UNLIMITED					
ENGINEERING UNLIMITED	REQ05113	04/16/2024	SHIPPING	011-31-2009	18.70
ENGINEERING UNLIMITED	REQ05113	04/16/2024	BRASS PADLOCK 36EA.	011-31-2009	686.52
ENGINEERING UNLIMITED	REQ05113	04/16/2024	BRASS KEY 5EA.	011-31-2009	7.60
Vendor ENGI0881 - ENGINEERING UNLIMITED Total:					712.82
Vendor: ETHA0463 - ETHAN CASTRO					
ETHAN CASTRO	REQ05003	04/02/2024	REFEREE SOCCER 4 HRS. 03/16 - 03/23/2024	030-50-1250	72.00
ETHAN CASTRO	REQ05163	04/30/2024	REFEREE SOCCER 2 HRS. 04/13/2024	030-50-1250	36.00
ETHAN CASTRO	REQ05215	04/30/2024	REFEREE SOCCER 1 HR. 04/20/2024	030-50-1250	18.00
Vendor ETHA0463 - ETHAN CASTRO Total:					126.00
Vendor: EVER0904 - EVERGY					
EVERGY	REQ04962	04/01/2024	ACCT. 3309929818 - 403 S. JANE (ANIMAL CNTRL)	001-02-2013	84.15
EVERGY	REQ04962	04/01/2024	ACCT. 3323064332 - 700 SARAH LN. (RIGGS STAGE)	001-03-2003	114.21
EVERGY	REQ04962	04/01/2024	ACCT. 3746970641 - 1327 W. HANNAH (TMBRLANE POND)	001-03-2003	113.23
EVERGY	REQ04962	04/01/2024	ACCT. 7129262547 - 608 CHATTA (KIRBY PARK)	001-03-2003	178.05
EVERGY	REQ04962	04/01/2024	ACCT. 8604638840 - 706 SARAH LN (RIGGS PARK)	001-03-2003	109.17
EVERGY	REQ04962	04/01/2024	ACCT. 0903609843 - 400 W. 79TH ST (DORNER PARK-B)	001-03-2003	473.39
EVERGY	REQ04962	04/01/2024	ACCT. 6012408441 - 400 W. 79TH ST. (DORNER-A)	001-03-2003	79.72
EVERGY	REQ04962	04/01/2024	ACCT. 0217152773 - 706 SARAH LN. (RIGGS PARK RR)	001-03-2003	120.58
EVERGY	REQ04962	04/01/2024	ACCT. 3878024307 - 2330 COUNTRY LKS (CNTRY LKS PK)	001-03-2003	35.78
EVERGY	REQ04962	04/01/2024	ACCT. 2232633084 - 362 MOY (PEARTREE PARK)	001-03-2003	50.12
EVERGY	REQ04962	04/01/2024	ACCT. 5833997608 - 706 SARAH LN. (RIGGS PARK)	001-03-2003	39.55
EVERGY	REQ04962	04/01/2024	ACCT. 3316912332 - 354 PARK (TIMBERLANE SHLTR)	001-03-2003	36.94
EVERGY	REQ04962	04/01/2024	ACCT. 8414219424 - 1200 E. DIRCK (ORCHARD ACRES)	001-03-2003	30.19
EVERGY	REQ04962	04/01/2024	ACCT. 3948196248 - 950 FREEMAN (WHISLER PARK)	001-03-2003	40.81
EVERGY	REQ04962	04/01/2024	ACCT. 8496264823 - 6545 MABEL (P/C PARK)	001-03-2003	34.01
EVERGY	REQ04962	04/01/2024	ACCT. 1512076766 - 504 HEMPHILL (BIKE PATH)	001-08-2003	103.45
EVERGY	REQ04962	04/01/2024	ACCT. 1180533681 - 324 PEACH CIRCLE (BIKE PATH)	001-08-2003	81.13
EVERGY	REQ04962	04/01/2024	ACCT. 0068549324 - STREET LIGHTS (CITY)	001-08-2003	7,550.21
EVERGY	REQ04962	04/01/2024	ACCT. 9774332007 - 356 PARK DR. (BIKE PATH)	001-08-2003	56.12
EVERGY	REQ04962	04/01/2024	ACCT. 3714835885 - 7665 S. MERIDIAN (ANTIQUE)	001-08-2003	53.56
EVERGY	REQ04962	04/01/2024	ACCT. 0373111427 - 302 W. GRAND (BIKE PATH)	001-08-2003	57.74
EVERGY	REQ04962	04/01/2024	ACCT. 2627184607 - 413 S. JANE (BIKE PATH)	001-08-2003	110.71
EVERGY	REQ04962	04/01/2024	ACCT. 4597200027 - 109 N. DELOS (BIKE PATH)	001-08-2003	94.76
EVERGY	REQ04962	04/01/2024	ACCT. 7825645624 - 1101 TIMBERLANE (BIKE PATH)	001-08-2003	53.31

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
EVERGY	REQ04962	04/01/2024	ACCT. 1260297980 - 6650 S. MERIDIAN (ANTIQUUE)	001-08-2003	60.37
EVERGY	REQ04962	04/01/2024	ACCT. 8370808681 - 130 E. 2ND ST. (COMM. BLDG.)	001-09-2003	111.36
EVERGY	REQ04962	04/01/2024	ACCT. 2079369209 - 7228 S. BROADWAY (SIREN)	001-09-2003	29.85
EVERGY	REQ04962	04/01/2024	ACCT. 2704313228 - 130 W. GRAND (PD/COURT)	001-09-2003	865.39
EVERGY	REQ04962	04/01/2024	ACCT. 3331523331 - 102 TURKLE (SIREN)	001-09-2003	29.69
EVERGY	REQ04962	04/01/2024	ACCT. 3301409293 - 200 W. GRAND (PD CARPORT)	001-09-2003	39.97
EVERGY	REQ04962	04/01/2024	ACCT. 7257876884 - 209 HAYS (WIRE HOUSE)	001-09-2003	280.52
EVERGY	REQ04962	04/01/2024	ACCT. 3101322742 - 200 S. MAIN (BLACKSMITH SHOP)	001-09-2003	311.06
EVERGY	REQ04962	04/01/2024	ACCT. 2490700084 - 140 N. MAIN (VICKER'S)	001-09-2003	218.14
EVERGY	REQ04962	04/01/2024	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	001-09-2003	271.55
EVERGY	REQ04962	04/01/2024	ACCT. 4744686382 - 160 E. KARLA (SR. CNTR.)	001-12-2003	448.11
EVERGY	REQ04962	04/01/2024	ACCT. 7903172642 - 428 S. JANE (WWTP)	010-30-2003	8,298.21
EVERGY	REQ04962	04/01/2024	ACCT. 1453270722 - 208 PIRNER (LIFT STATION)	010-30-2003	44.29
EVERGY	REQ04962	04/01/2024	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	010-30-2003	138.87
EVERGY	REQ04962	04/01/2024	ACCT. 3470853389 - 600 CHATTA (LIFT STATION)	010-30-2003	179.24
EVERGY	REQ04962	04/01/2024	ACCT. 3313621012 - 140 MARLEN (LIFT STATION)	010-30-2003	201.73
EVERGY	REQ04962	04/01/2024	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	010-30-2003	271.47
EVERGY	REQ04962	04/01/2024	ACCT. 5254492302 - 1249 S. WARD PKWY (LIFT STAT)	010-30-2003	425.13
EVERGY	REQ04962	04/01/2024	ACCT. 3298394816 - 2369 E. EMMETT (LIFT STATION)	010-30-2003	54.19
EVERGY	REQ04962	04/01/2024	ACCT. 0776795629 - 551 S. DELOS (OLD SEWER PLANT)	010-30-2003	1,013.68
EVERGY	REQ04962	04/01/2024	ACCT. 8897913841 - 904 GROVER (LIFT STATION)	010-30-2003	124.73
EVERGY	REQ04962	04/01/2024	ACCT. 3313590254 - 702 S. MAIN (LIFT STATION)	010-30-2003	329.60
EVERGY	REQ04962	04/01/2024	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	011-31-2003	138.83
EVERGY	REQ04962	04/01/2024	ACCT. 3304362251 - 1915 W. GRAND (WATER TOWER)	011-31-2003	173.75
EVERGY	REQ04962	04/01/2024	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	011-31-2003	271.48
EVERGY	REQ04962	04/01/2024	ACCT. 5462092875 - 412 E. 4TH ST. (WTR STG BLDG)	011-31-2003	29.72
EVERGY	REQ04962	04/01/2024	ACCT. 3341950975 - 400 E. 4TH (PUMP STATION)	011-31-2003	3,093.48
EVERGY	REQ04962	04/01/2024	ACCT. 8398485640 - 527 SARAH LN. (MUN. POOL)	012-32-2003	122.71
EVERGY	REQ04962	04/01/2024	ACCT. 3323218134 - SCHOOL SIGNALS (CITY)	021-41-2003	64.58
EVERGY	REQ04962	04/01/2024	ACCT. 6883862366 - 1010 W. GRAND (STR SIGNAL)	021-41-2003	33.76
EVERGY	REQ04962	04/01/2024	ACCT. 5382206596 - 521 E. GRAND (CROSSWALK)	021-41-2003	34.02
EVERGY	REQ04962	04/01/2024	ACCT. 3231109642 - 209 S. MAIN (CROSSWALK)	021-41-2003	246.73

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
EVERGY	REQ04962	04/01/2024	ACCT. 4383028826 - 902 W. GRAND (CROSSWALK)	021-41-2003	32.37
EVERGY	REQ04962	04/01/2024	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	021-41-2003	138.84
EVERGY	REQ04962	04/01/2024	ACCT. 1436937808 - 1600 W. GRAND (STR SIGNAL)	021-41-2003	129.34
EVERGY	REQ04962	04/01/2024	ACCT. 2550346384 - 102 N. MAIN (STR SIGNAL)	021-41-2003	118.35
EVERGY	REQ04962	04/01/2024	ACCT. 4124389666 - 257 N. MAIN (STR. SIGNAL)	021-41-2003	90.18
EVERGY	REQ04962	04/01/2024	ACCT. 3295103493 - 7201 S. BROADWAY (STR SIGNAL)	021-41-2003	81.68
EVERGY	REQ04962	04/01/2024	ACCT. 2955167783 - 523 SARAH LN. (HAC)	030-50-2003	1,798.66
EVERGY	REQ04962	04/01/2024	ACCT. 8743920263 - 665 W. 63RD ST. (P/C SPORTS)	030-50-3065	1,626.46

Vendor EVER0904 - EVERGY Total: 31,672.98**Vendor: EVID0906 - EVIDENT, INC.**

EVIDENT, INC.	REQ05019	04/02/2024	SHIPPING / HANDLING CHARGE	001-02-2047	52.88
EVIDENT, INC.	REQ05019	04/02/2024	25 - GUN BOXES W/ EVIDENCE FORM 2EA.	001-02-2047	84.00

Vendor EVID0906 - EVIDENT, INC. Total: 136.88**Vendor: UNUM2882 - FIRST UNUM LIFE INSURANCE COMPANY**

FIRST UNUM LIFE INSURANCE...	04/18/2024	PAYROLL DEDUCTION UNUM	001-00-2000	242.24
------------------------------	------------	------------------------	-------------	--------

Vendor UNUM2882 - FIRST UNUM LIFE INSURANCE COMPANY Total: 242.24**Vendor: FLEE0969 - FLEETPRIDE**

FLEETPRIDE	REQ05114	04/16/2024	RUBBER GLADHAND SEAL 2EA.	021-41-2006	1.14
FLEETPRIDE	REQ05114	04/16/2024	REPAIR MARKER LIGHTS LABOR COST	021-41-2006	480.00
FLEETPRIDE	REQ05114	04/16/2024	AIR SYSTEM LEAK LABOR COST	021-41-2006	320.00
FLEETPRIDE	REQ05114	04/16/2024	LED WARNING LIGHT 2EA.	021-41-2006	255.70
FLEETPRIDE	REQ05114	04/16/2024	SHOP SUPPLIES	021-41-2006	108.00
FLEETPRIDE	REQ05114	04/16/2024	FEDERAL DOT TRUCK INSPECTION LABOR COST	021-41-2006	100.00
FLEETPRIDE	REQ05114	04/16/2024	REPLACEMENT LENS 2EA.	021-41-2006	7.46
FLEETPRIDE	REQ05114	04/16/2024	INLINE QUICK REL. VALVE	021-41-2006	49.58
FLEETPRIDE	REQ05114	04/16/2024	ANNUAL VEHICLE INSPECTION FORM	021-41-2006	3.96

Vendor FLEE0969 - FLEETPRIDE Total: 1,325.84**Vendor: FORV1395 - FORVIS, LLP**

FORVIS, LLP	REQ05047	04/16/2024	ADMINISTRATIVE FEE	001-10-2041	250.00
FORVIS, LLP	REQ05047	04/16/2024	2023 FINANCIAL AUDIT - FINAL BILLING	001-10-2041	5,000.00

Vendor FORV1395 - FORVIS, LLP Total: 5,250.00**Vendor: FOUR0989 - FOUR POINTS RANCH**

FOUR POINTS RANCH	REQ05044	04/09/2024	INTERACTIVE PETTING ZOO SVCS. 04/20/2024 - DEPOSIT	030-50-2092	100.00
FOUR POINTS RANCH	REQ05044	04/16/2024	INTERACTIVE PETTING ZOO SVCS. 04/20/2024 - BALANCE	030-50-2092	850.00
FOUR POINTS RANCH	REQ05044	04/16/2024	TRAVEL FEE	030-50-2092	101.20
FOUR POINTS RANCH	REQ05094	04/16/2024	INTERACTIVE PETTING ZOO SVCS. 06/01/2024 - DEPOSIT	031-51-2012	100.00

Vendor FOUR0989 - FOUR POINTS RANCH Total: 1,151.20**Vendor: FRAN0625 - FRANCISCO S.CORTEZ III**

FRANCISCO S.CORTEZ III	04/02/2024	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
------------------------	------------	--------------------------	-------------	-------

Vendor FRAN0625 - FRANCISCO S.CORTEZ III Total: 35.00**Vendor: GADE1014 - GADES SALES CO INC**

GADES SALES CO INC	REQ04947	04/02/2024	12" LED LENS - GREEN 4EA.	021-41-2006	200.00
GADES SALES CO INC	REQ05252	05/01/2024	ADA 3" PUSH BUTTON BASE 2EA.	021-41-2006	50.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
GADES SALES CO INC	REQ05252	05/01/2024	4EVR120 ADA PUSH BUTTON , 4-HOLE, BLK. 2EA.	021-41-2006	180.00
Vendor GADE1014 - GADES SALES CO INC Total:					430.00
Vendor: GALL1019 - GALLS LLC					
GALLS LLC	REQ05055	04/16/2024	5.11 MENS APEX PANTS 2EA.	001-02-2016	158.40
GALLS LLC	REQ05116	04/16/2024	HPD KS 7 PT. STAR GLD/BLK/WHT	001-02-2016	215.00
GALLS LLC	REQ05115	04/16/2024	HPD KS SHLDR GLD/BLK/BLU	001-02-2016	330.00
GALLS LLC	REQ05058	04/16/2024	TLR-1 TACTICAL GUN MOUNTED LIGHT 2EA.	001-02-2016	235.82
GALLS LLC	REQ05048	04/16/2024	STRYKE PANT W/ FLEX TA...	001-02-2016	83.60
GALLS LLC	REQ05056	04/16/2024	WOMEN'S TEXTROP2 ZIP S/S SHIRT 1EA.	001-02-2016	45.89
GALLS LLC	REQ05057	04/16/2024	ONE LINE BRASS NAMEPLATE 1EA.	001-02-2016	20.94
GALLS LLC	REQ05253	05/01/2024	ALPHA ELITE W/ HI LITE AUX. CARRIER 1EA.	001-02-2016	769.48
GALLS LLC	REQ05253	05/01/2024	MAVERICK KWIQ-CLIP 1EA.	001-02-2016	301.00
Vendor GALL1019 - GALLS LLC Total:					2,160.13
Vendor: GRAI1068 - GRAINGER					
GRAINGER	REQ04987	04/02/2024	PARALLEL SECTIONAL LADDER 6FT.	011-31-2012	239.39
GRAINGER	REQ04986	04/02/2024	PARALLEL SECTIONAL LADDER 6FT.	011-31-2012	239.39
GRAINGER	REQ04985	04/02/2024	BARRICADE TAPE YELLOW 1,000FT. 5EA.	011-31-2012	17.80
GRAINGER	REQ05193	05/01/2024	1/2" PLUG 5EA.	036-56-3011	4.10
GRAINGER	REQ05193	05/01/2024	HORIZONTAL PVC COVER 5EA.	036-56-3011	34.45
GRAINGER	REQ05193	05/01/2024	2" PVC IN-LET 2EA.	036-56-3011	37.30
GRAINGER	REQ05193	05/01/2024	1 GANG PVC BOX 5EA.	036-56-3011	71.30
GRAINGER	REQ05193	05/01/2024	14.75" ALUM. INTERIOR PANEL 1EA.	036-56-3011	71.79
GRAINGER	REQ05193	05/01/2024	25FT. PORTABLE CORD 1EA.	036-56-3011	75.24
GRAINGER	REQ05193	05/01/2024	16 X 14 X 8" NON-METALLIC ENCLOSURE 1EA.	036-56-3011	308.82
GRAINGER	REQ05193	05/01/2024	50FT. PORTABLE CORD 1EA.	036-56-3011	149.95
GRAINGER	REQ05193	05/01/2024	L-STRAIN RELIEF, NYLON CONNECTOR 10EA.	036-56-3011	123.70
GRAINGER	REQ05236	05/01/2024	PVC, TRADE, ADAPTER 1-1/2" 6EA. (FOUNTAIN)	036-56-3011	15.96
GRAINGER	REQ05236	05/01/2024	NYLON CONNECTOR 8EA. (FOUNTAIN)	036-56-3011	91.36
GRAINGER	REQ05236	05/01/2024	PVC, TRADE, REDUCER 1/2" 6EA. (FOUNTAIN)	036-56-3011	13.20
GRAINGER	REQ05239	05/01/2024	BOTTLE FILLER REGULATOR KIT, BRASS, 6" 1EA.	001-03-2006	40.00
Vendor GRAI1068 - GRAINGER Total:					1,533.75
Vendor: GRE1760 - GREAT SOUTHERN RECREATION					
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	PLAYCRAFT CUSTOM PLAY STRUCTURE	051-66-3005	115,000.00
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	EQUIPMENT INSTALLATION	098-66-3001	56,788.71
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	EPDM POURED-IN-PLACE RUBBER	098-66-3001	46,559.50
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	PLAYCRAFT CUSTOM PLAY STRUCTURE	098-66-3001	29,187.00
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	SLIDE DISCOUNT	098-66-3001	-2,804.97
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	STONE SUBSTRATE	098-66-3001	11,238.50
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	FREIGHT	098-66-3001	19,800.00
GREAT SOUTHERN RECREATI...	REQ05095	05/01/2024	PLAYCRAFT SPIN MAX ORBIT	098-66-3001	27,900.00
Vendor GRE1760 - GREAT SOUTHERN RECREATION Total:					303,668.74

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: H&HL1103 - H & H LAWN SERVICE, LLC.					
H & H LAWN SERVICE, LLC.	REQ05118	04/16/2024	ABATEMENT - 311 S. WESTERN 02/27/2024	001-28-2012	125.00
H & H LAWN SERVICE, LLC.	REQ05119	04/16/2024	ABATEMENT - 7040 PLAZA DR. 04/06/2024	001-28-2012	157.00
H & H LAWN SERVICE, LLC.	REQ05117	04/16/2024	ABATEMENT - 216 N. LAMAR 04/06/2024	001-28-2012	100.00
H & H LAWN SERVICE, LLC.	REQ05242	05/01/2024	ABATEMENT: 114 RANGER 04/23/2024	001-28-2012	100.00
Vendor H&HL1103 - H & H LAWN SERVICE, LLC. Total:					482.00
Vendor: HACH1109 - HACH COMPANY					
HACH COMPANY	REQ05102	04/16/2024	PHOSVER 3 PWD PLWS 10ML 100/PK 2EA.	011-31-2009	109.70
HACH COMPANY	REQ05102	04/16/2024	DPD FREE CHLORINE RGT 10ML 100/PK 1EA.	011-31-2009	274.00
HACH COMPANY	REQ05102	04/16/2024	DR300 POCKET COLORIMETER 1EA.	011-31-2009	664.00
Vendor HACH1109 - HACH COMPANY Total:					1,047.70
Vendor: HAMP1124 - HAMPEL OIL					
HAMPEL OIL	REQ05013	04/02/2024	UNLEADED FUEL 1,450 GALLONS	001-02-2010	4,089.01
HAMPEL OIL	REQ05013	04/02/2024	DIESEL FUEL 400 GAL.	010-30-2010	1,276.00
HAMPEL OIL	REQ05194	05/01/2024	UNLEADED FUEL 1,500 GALLONS	001-02-2010	4,223.25
HAMPEL OIL	REQ05194	05/01/2024	DIESEL FUEL 500 GAL.	010-30-2010	1,608.05
Vendor HAMP1124 - HAMPEL OIL Total:					11,196.31
Vendor: HAST1146 - HASTY AWARDS					
HASTY AWARDS	REQ05120	04/16/2024	SHIPPING	030-50-2092	27.37
HASTY AWARDS	REQ05120	04/16/2024	2.5" GOLD SOCCER MEDALS 370EA.	030-50-2092	699.30
HASTY AWARDS	REQ05120	04/16/2024	PERSONALIZED LABEL	030-50-2092	166.50
Vendor HAST1146 - HASTY AWARDS Total:					893.17
Vendor: HAYN1154 - HAYNES EQUIPMENT					
HAYNES EQUIPMENT	REQ04953	04/02/2024	FREIGHT CHARGE	010-30-2006	454.00
HAYNES EQUIPMENT	REQ04953	04/02/2024	L-710060-P18 UV BULBS 80EA.	010-30-2006	5,600.00
HAYNES EQUIPMENT	REQ04953	04/02/2024	E-60115B-V1 LIGHT BALLAST 20EA.	010-30-2006	1,820.00
HAYNES EQUIPMENT	REQ04953	04/02/2024	E-4025SM UV SENSOR 2EA.	010-30-2006	1,260.00
Vendor HAYN1154 - HAYNES EQUIPMENT Total:					9,134.00
Vendor: HAYS1158 - HAYSVILLE CHAMBER OF COMMERCE					
HAYSVILLE CHAMBER OF CO...	REQ05097	04/16/2024	APR 2024 - TRAINING & SUPPORT	092-66-3001	5,000.00
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: A. MILLSPAUGH - CITY CLERK/TREASURER	001-01-2064	106.25
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: J. WHITFIELD - CHIEF OF POLICE	001-02-2012	106.25
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: D. GABOR - ECO. DEV. DIRECTOR	001-18-2012	106.25
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: R. KESSLER - MAYOR	001-18-2012	106.25
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: W. BLACK - CHIEF ADMIN OFFICER	001-18-2012	106.25
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: G. CARTER - DEPUTY ADMIN. OFFICER	001-18-2012	106.25
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: T. MARTINEZ - PUBLIC WORKS DIRECTOR	010-30-2012	35.43
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: T. MARTINEZ - PUBLIC WORKS DIRECTOR	011-31-2012	35.41
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: T. MARTINEZ - PUBLIC WORKS DIRECTOR	021-41-2012	35.41

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
HAYSVILLE CHAMBER OF CO...	REQ05045	04/16/2024	MEMBERSHIP: R. ARNESON - RECREATION DIRECTOR	030-50-2012	106.25
Vendor HAYS1158 - HAYSVILLE CHAMBER OF COMMERCE Total:					5,850.00
Vendor: HAYS1160 - HAYSVILLE COMMUNITY LIBRARY					
HAYSVILLE COMMUNITY LIBR...	REQ04967	04/02/2024	LIBRARY - BACK TAX	025-45-2012	1,268.27
HAYSVILLE COMMUNITY LIBR...	REQ04967	04/02/2024	LIBRARY - COMM. VEHICLE TAX	025-45-2012	50.03
HAYSVILLE COMMUNITY LIBR...	REQ04967	04/02/2024	LIBRARY - REC. VEHICLE	025-45-2012	53.20
HAYSVILLE COMMUNITY LIBR...	REQ04967	04/02/2024	LIBRARY - MOTOR VEHICLE	025-45-2012	3,675.98
HAYSVILLE COMMUNITY LIBR...	REQ04967	04/02/2024	LIBRARY - AD-VALOREM DISTR.	025-45-2012	15,041.25
HAYSVILLE COMMUNITY LIBR...	REQ04967	04/02/2024	LIBRARY - WATERCRAFT TAX	025-45-2012	39.61
Vendor HAYS1160 - HAYSVILLE COMMUNITY LIBRARY Total:					20,128.34
Vendor: HAYS1177 - HAYSVILLE RENTAL CENTER					
HAYSVILLE RENTAL CENTER	REQ05020	04/02/2024	PURCHASE: KNOB FOR PARK EDGER	001-03-2006	4.99
HAYSVILLE RENTAL CENTER	REQ05121	04/16/2024	PURCHASE: TRIMMER LINE	001-03-2009	14.49
HAYSVILLE RENTAL CENTER	REQ05195	05/01/2024	REPAIR: TORO STUMP GRINDER 04/10/2024	001-03-2012	160.00
HAYSVILLE RENTAL CENTER	REQ05254	05/01/2024	RENTAL: CONCRETE BUGGY 04/11/2024	021-41-2009	90.00
HAYSVILLE RENTAL CENTER	REQ05254	05/01/2024	RENTAL: 5 X 8' TRAILER 04/11/2024	021-41-2009	25.00
HAYSVILLE RENTAL CENTER	REQ05255	05/01/2024	PURCHASE: 2-CYCLE OIL 04/22/2024	001-03-2009	39.99
Vendor HAYS1177 - HAYSVILLE RENTAL CENTER Total:					334.47
Vendor: HAYS1187 - HAYSVILLE TRUE VALUE					
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	001-03-2009	64.91
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	001-03-2012	210.76
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	001-09-2006	20.65
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	001-13-2035	10.99
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	010-30-2009	26.06
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	010-30-2012	35.29
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	011-31-2009	114.17
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	011-31-2080	10.74
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	021-41-2009	6.16
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	030-50-2046	72.34
HAYSVILLE TRUE VALUE	REQ05027	04/16/2024	STMNT. 03/30/2024 - MONTHLY HARDWARE SUPPLIES	036-56-3036	12.99
Vendor HAYS1187 - HAYSVILLE TRUE VALUE Total:					585.06

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: HAYS1190 - HAYSVILLE USD 261 - EDUCATION FOUNDATION					
HAYSVILLE USD 261 - EDUCAT...		04/02/2024	2024 SHAMROCK SHUFFLE CONTRIBUTION	030-50-2092	500.00
Vendor HAYS1190 - HAYSVILLE USD 261 - EDUCATION FOUNDATION Total:					500.00
Vendor: HAYS1189 - HAYSVILLE USD 261					
HAYSVILLE USD 261	REQ05075	04/16/2024	LATCHKEY - DRIVER PAY & MILEAGE - 03/13/2024	030-50-2094	170.75
HAYSVILLE USD 261	REQ05076	04/16/2024	LATCHKEY - DRIVER PAY & MILEAGE - 03/15/2024	030-50-2094	90.75
HAYSVILLE USD 261	REQ05077	04/16/2024	LATCHKEY - DRIVER PAY & MILEAGE - 03/29/2024	030-50-2094	166.75
Vendor HAYS1189 - HAYSVILLE USD 261 Total:					428.25
Vendor: HOWA1278 - HOWARD'S INC					
HOWARD'S INC	REQ05256	05/01/2024	A-85 BOLT KIT 2EA.	021-41-2006	64.62
Vendor HOWA1278 - HOWARD'S INC Total:					64.62
Vendor: HSAA1200 - HSA AARON KIRCHERT					
HSA AARON KIRCHERT		04/04/2024	HSA A/C: XXXXXXXXXXXX AARON KIRCHERT	001-00-2061	75.00
HSA AARON KIRCHERT		04/18/2024	HSA A/C: XXXXXXXXXXXX AARON KIRCHERT	001-00-2061	75.00
Vendor HSAA1200 - HSA AARON KIRCHERT Total:					150.00
Vendor: HSAA1582 - HSA ANGELA MILLSPAUGH					
HSA ANGELA MILLSPAUGH		04/04/2024	HSA A/C: XXXXXXXXXXXX ANGELA 001-00-2061 MILLSPAUGH		250.00
HSA ANGELA MILLSPAUGH		04/18/2024	HSA A/C: XXXXXXXXXXXX ANGELA 001-00-2061 MILLSPAUGH		250.00
Vendor HSAA1582 - HSA ANGELA MILLSPAUGH Total:					500.00
Vendor: HSAR1282 - HSA ROBERT ARNESON					
HSA ROBERT ARNESON		04/04/2024	HSA A/C: XXXXXXXXXXXX ROBERT ARNESON	001-00-2061	100.00
HSA ROBERT ARNESON		04/18/2024	HSA A/C: XXXXXXXXXXXX ROBERT ARNESON	001-00-2061	100.00
Vendor HSAR1282 - HSA ROBERT ARNESON Total:					200.00
Vendor: HSAS1201 - HSA SAMUEL ARNOLD					
HSA SAMUEL ARNOLD		04/04/2024	HSA A/C: XXXXXXXXXXXX SAMUEL ARNOLD	001-00-2061	175.00
HSA SAMUEL ARNOLD		04/18/2024	HSA A/C: XXXXXXXXXXXX SAMUEL ARNOLD	001-00-2061	175.00
Vendor HSAS1201 - HSA SAMUEL ARNOLD Total:					350.00
Vendor: HSAS1284 - HSA SEAN RINEHART					
HSA SEAN RINEHART		04/04/2024	HSA A/C: XXXXXXXXXXXX SEAN RINEHART	001-00-2061	30.00
HSA SEAN RINEHART		04/18/2024	HSA A/C: XXXXXXXXXXXX SEAN RINEHART	001-00-2061	30.00
Vendor HSAS1284 - HSA SEAN RINEHART Total:					60.00
Vendor: HSAW1283 - HSA WILLIAM BLACK					
HSA WILLIAM BLACK		04/04/2024	HSA A/C: XXXXXXXXXXXX WILLIAM BLACK	001-00-2061	345.83
HSA WILLIAM BLACK		04/18/2024	HSA A/C: XXXXXXXXXXXX WILLIAM BLACK	001-00-2061	345.83
Vendor HSAW1283 - HSA WILLIAM BLACK Total:					691.66
Vendor: HUNT1708 - HUNTER SIMONS					
HUNTER SIMONS	REQ04992	04/02/2024	REFEREE BASKETBALL 1 HR. 02/05/2024	030-50-1250	15.00
HUNTER SIMONS	REQ05087	04/16/2024	HAC TT NINJAS 1 HR. 04//08/2024	030-50-1250	15.00
Vendor HUNT1708 - HUNTER SIMONS Total:					30.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: IAPM1320 - IAPMO					
IAPMO	REQ05040	04/16/2024	2024-2025 MEMBERSHIP DUES - CITY INSPECTOR	001-20-2015	250.00
Vendor IAPM1320 - IAPMO Total:					250.00
Vendor: ILYS1630 - ILYSIA DYCK					
ILYSIA DYCK	REQ04997	04/02/2024	REFEREE SOCCER 2 HRS. 03/16/2024	030-50-1250	30.00
Vendor ILYS1630 - ILYSIA DYCK Total:					30.00
Vendor: INTE1369 - INTERLINGUAL INTERPRETING SVCS					
INTERLINGUAL INTERPRETING...	REQ05107	04/16/2024	MILEAGE: 20 MILES	001-06-2012	10.00
INTERLINGUAL INTERPRETING...	REQ05107	04/16/2024	INTERPRETATION SVCS. 03/12/2024 - CASE #2024/842	001-06-2012	45.00
Vendor INTE1369 - INTERLINGUAL INTERPRETING SVCS Total:					55.00
Vendor: INTR1381 - INTRUST BANK					
INTRUST BANK		04/05/2024	FED DEPOSIT	001-00-2010	11,507.22
INTRUST BANK		04/05/2024	FICA DEPOSIT	001-00-2020	22,278.02
INTRUST BANK		04/05/2024	FICA DEPOSIT	001-00-2020	5,210.32
INTRUST BANK		04/19/2024	FED DEPOSIT	001-00-2010	13,047.12
INTRUST BANK		04/19/2024	FICA DEPOSIT	001-00-2020	5,444.32
INTRUST BANK		04/19/2024	FICA DEPOSIT	001-00-2020	23,279.66
Vendor INTR1381 - INTRUST BANK Total:					80,766.66
Vendor: ISAB1137 - ISABELLA HEIDEN					
ISABELLA HEIDEN	REQ05008	04/02/2024	REFEREE SOCCER 4 HRS. 03/23/2024	030-50-1250	64.00
Vendor ISAB1137 - ISABELLA HEIDEN Total:					64.00
Vendor: JD'S1396 - J D'S GRAPHICS					
J D'S GRAPHICS	REQ05196	05/01/2024	MUNICIPAL COURT RCPT. BOOKS 65EA.	001-06-2004	487.50
Vendor JD'S1396 - J D'S GRAPHICS Total:					487.50
Vendor: JACO1433 - JACOB BERENS					
JACOB BERENS	REQ05002	04/02/2024	REFEREE SOCCER 8 HRS. 03/16 - 03/23/2024	030-50-1250	144.00
JACOB BERENS	REQ04991	04/02/2024	REFEREE SOCCER 1 HR. 03/13/2024	030-50-1250	18.00
JACOB BERENS	REQ04991	04/02/2024	REFEREE BASKETBALL 1 HR. 02/05/2024	030-50-1250	18.00
JACOB BERENS	REQ05148	04/30/2024	REFEREE SOCCER/TINY TOT 8 HRS. 04/06 - 04/15/20204	030-50-1250	144.00
JACOB BERENS	REQ05219	04/30/2024	REFEREE SOCCER/TT NINJAS 6 HRS. 04/20 - 04/22/2024	030-50-1250	108.00
JACOB BERENS	REQ05288	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	54.00
Vendor JACO1433 - JACOB BERENS Total:					486.00
Vendor: JADA0175 - JADA ARNESON					
JADA ARNESON	REQ05000	04/02/2024	REFEREE SOCCER 2 HRS. 03/16/2024	030-50-1250	32.00
JADA ARNESON	REQ05086	04/16/2024	HAC TT BLASTBALL/NINJAS 3 HRS. 03/18 - 04/08/2024	030-50-1250	48.00
JADA ARNESON	REQ05295	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	48.00
Vendor JADA0175 - JADA ARNESON Total:					128.00
Vendor: JALE1437 - JALEN HARPER					
JALEN HARPER	REQ04999	04/02/2024	REFEREE SOCCER 5 HRS. 03/16 - 03/23/2024	030-50-1250	80.00
JALEN HARPER	REQ05160	04/30/2024	REFEREE SOCCER 5 HRS. 04/06 - 04/13/2024	030-50-1250	80.00
JALEN HARPER	REQ05223	04/30/2024	REFEREE SOCCER 3 HRS. 04/20/2024	030-50-1250	48.00
Vendor JALE1437 - JALEN HARPER Total:					208.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: JASO0313 - JASON SHIRE					
JASON SHIRE	REQ04492	04/16/2024	2024 PIT060 CONCERT - 50% BALANCE	001-10-2054	1,250.00
Vendor JASO0313 - JASON SHIRE Total:					1,250.00
Vendor: JAYD1768 - JAYDEN WORKMAN					
JAYDEN WORKMAN	REQ05146	04/30/2024	REFEREE SOCCER 2 HRS. 03/13 - 03/16/2024	030-50-1250	30.00
JAYDEN WORKMAN	REQ05147	04/30/2024	REFEREE SOCCER 5 HRS. 04/06 - 04/13/2024	030-50-1250	75.00
JAYDEN WORKMAN	REQ05225	04/30/2024	REFEREE SOCCER 4 HRS. 04/20/2024	030-50-1250	60.00
JAYDEN WORKMAN	REQ05293	04/30/2024	REFEREE SOCCER 2 HRS. 04/27/2024	030-50-1250	30.00
Vendor JAYD1768 - JAYDEN WORKMAN Total:					195.00
Vendor: JENN1402 - JENNIFER JACKSON					
JENNIFER JACKSON	REQ04963	04/02/2024	FITNESS INSTRUCTOR 5 HRS. 03/12 - 03/19/2024	030-50-1250	75.00
JENNIFER JACKSON	REQ05091	04/16/2024	FITNESS INSTRUCTOR 9 HRS. 03/26 - 04/10/2024	030-50-1250	135.00
JENNIFER JACKSON	REQ05283	04/30/2024	FITNESS INSTRUCTOR 4 HRS. 04/16 - 04/23/2024	030-50-1250	60.00
Vendor JENN1402 - JENNIFER JACKSON Total:					270.00
Vendor: JENN2597 - JENNIFER M. SOHM					
JENNIFER M. SOHM		04/02/2024	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor JENN2597 - JENNIFER M. SOHM Total:					35.00
Vendor: JETS1420 - JET STREAM SYSTEMS, INC.					
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	S/C 03/29/2024 RIGGS PARK - CAMERA ADDTN LABOR	001-02-2040	915.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	NEMA ENCLOSURE W/ POLE MOUNT (RIGGS)	001-02-2040	505.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	POLE MOUNT W/ STRAPS (RIGGS)	001-02-2040	40.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	PANORAMIC MINI BULLET NETWORK CAMERA (RIGGS)	001-02-2040	464.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	WIRELESS POINT LINKS	001-02-2040	245.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	LICENSE UPGRADE PER CAMERA	001-02-2040	136.40
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	ON-SITE SINGLE PORT REPAIR	001-02-2040	39.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	ON-SITE REPAIR LABOR	001-02-2040	125.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	CAT6 BUNDLE (RIGGS)	001-02-2040	96.00
JET STREAM SYSTEMS, INC.	REQ05104	04/16/2024	S/C 03/29/2024 RIGGS PARK - CAMERA ADDTN TRIP FEE	001-02-2040	55.00
Vendor JETS1420 - JET STREAM SYSTEMS, INC. Total:					2,620.40
Vendor: JILL2956 - JILL WARD					
JILL WARD		04/02/2024	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor JILL2956 - JILL WARD Total:					35.00
Vendor: BRIC1388 - JIM BEEBE					
JIM BEEBE	REQ04491	04/16/2024	2024 PIT060 CONCERT - 50% BALANCE	001-10-2054	1,250.00
JIM BEEBE	REQ04494	04/16/2024	2024 PIT060 - SOUND/LIGHTING SVCS. - 50% BALANCE	001-10-2054	500.00
Vendor BRIC1388 - JIM BEEBE Total:					1,750.00
Vendor: JONA2730 - JONATHAN TARDIFF					
JONATHAN TARDIFF		04/02/2024	CELL PHONE REIMBURSEMENT	001-04-2002	35.00
Vendor JONA2730 - JONATHAN TARDIFF Total:					35.00
Vendor: K&AP1457 - K & A PROPERTY MAINTENANCE LLC					
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - POLIC...	001-09-2040	576.00
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - CITY HALL	001-09-2040	693.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - CITY HALL BACK STAIRS	001-09-2040	300.00
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - COMMUNITY BLDG.	001-09-2040	124.00
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - MUNICIPAL COURT	001-09-2040	200.00
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - SR. CNTR.	001-12-2040	554.00
K & A PROPERTY MAINTENAN...	REQ04973	04/02/2024	CLEANING SVCS. - HAC	030-50-2025	594.00
Vendor K&AP1457 - K & A PROPERTY MAINTENANCE LLC Total:					3,041.00
Vendor: KALE0176 - KALEB ARNESON					
KALEB ARNESON	REQ04993	04/02/2024	REFEREE BASKETBALL 1 HR. 02/05/2024	030-50-1250	18.00
KALEB ARNESON	REQ04988	04/02/2024	REFEREE SOCCER 2 HRS. 03/16/2024	030-50-1250	36.00
KALEB ARNESON	REQ05085	04/16/2024	HAC TT BLASTBALL/NINJAS 3 HRS. 03/18 - 04/08/2024	030-50-1250	54.00
Vendor KALE0176 - KALEB ARNESON Total:					108.00
Vendor: KANS1601 - KANSAS DEPARTMENT OF REVENUE					
KANSAS DEPARTMENT OF RE...		04/05/2024	KANSAS WITHHOLDING TAX	001-00-2030	7,081.23
KANSAS DEPARTMENT OF RE...		04/19/2024	KANSAS WITHHOLDING TAX	001-00-2030	7,505.17
Vendor KANS1601 - KANSAS DEPARTMENT OF REVENUE Total:					14,586.40
Vendor: KANS1498 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	REQ05122	04/16/2024	WATER PROTECTION FEE	011-31-2021	1,858.05
KANSAS DEPT OF REVENUE	REQ05122	04/16/2024	CLEAN DRINKING WATER FEE	011-31-2023	1,741.92
Vendor KANS1498 - KANSAS DEPT OF REVENUE Total:					3,599.97
Vendor: KANS1499 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	REQ05042	04/16/2024	LE VENDING CONCESSION TAX - 1ST QTR 2024	024-44-2031	14.21
KANSAS DEPT OF REVENUE	REQ05042	04/16/2024	HAC CONCESSION TAX - 1ST QTR 2024	030-50-2031	100.89
KANSAS DEPT OF REVENUE	REQ05042	04/16/2024	FALL FEST CONCESSION TAX - 1ST QTR 2024	058-50-2012	1.70
KANSAS DEPT OF REVENUE	REQ05042	04/16/2024	CITY MERCHANDISE CONCESSION TAX - 1ST QTR 2024	092-66-3001	1.28
KANSAS DEPT OF REVENUE	REQ05039	04/16/2024	WATER SALES TAX - MAR 2024	011-31-2022	750.44
Vendor KANS1499 - KANSAS DEPT OF REVENUE Total:					868.52
Vendor: KANS1608 - KANSAS EMPLOYMENT SECURITY					
KANSAS EMPLOYMENT SECUR...		04/05/2024	KDOL UNEMPLOYMENT TAX	001-23-2083	995.64
Vendor KANS1608 - KANSAS EMPLOYMENT SECURITY Total:					995.64
Vendor: KANS1615 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1568420 18 - 403 S. JANE (ANIMAL CNTRL.)	001-02-2013	110.57
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1308570 45 - 130 E. 2ND (COMM. BLDG.)	001-09-2003	69.37
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1578976 27 - 200 W. GRAND (CITY/PD/COURT)	001-09-2003	231.27
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 2003258 73 - 160 E. KARLA (SR. CNTR.)	001-12-2003	253.08
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1308621 36 - 551 S. DELOS (OLD SEWER PLNT)	010-30-2003	48.39
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	010-30-2003	79.13
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	010-30-2003	82.62
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1600065 91 - 428 S. JANE (WWTP)	010-30-2003	1,775.62
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1654252 00 - 401 S.JANE (PW OFFICE)	010-30-2003	47.90
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1654252 00 - 401 S.JANE (PW OFFICE)	011-31-2003	47.89

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	011-31-2003	79.11
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	011-31-2003	82.59
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1654252 00 - 401 S.JANE (PW OFFICE)	021-41-2003	47.89
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	021-41-2003	82.59
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	021-41-2003	79.10
KANSAS GAS SERVICE	REQ04966	04/02/2024	ACCT. 2032392 45 - 523 SARAH LN. (HAC)	030-50-2003	256.07
Vendor KANS1615 - KANSAS GAS SERVICE Total:					3,373.19
Vendor: KANS1627 - KANSAS ONE-CALL SYSTEM INC					
KANSAS ONE-CALL SYSTEM INC	REQ05073	04/16/2024	SEWER/WATER LOCATE FEES	010-30-2040	112.80
KANSAS ONE-CALL SYSTEM INC	REQ05073	04/16/2024	SEWER/WATER LOCATE FEES	011-31-2040	112.80
KANSAS ONE-CALL SYSTEM INC	REQ05072	04/16/2024	SEWER/WATER LOCATE FEES	010-30-2040	218.40
Vendor KANS1627 - KANSAS ONE-CALL SYSTEM INC Total:					444.00
Vendor: KANS1629 - KANSAS PAYMENT CENTER					
KANSAS PAYMENT CENTER		04/04/2024	SG22DM05556	001-00-2057	184.62
KANSAS PAYMENT CENTER		04/04/2024	SG09DM003555	001-00-2057	213.00
KANSAS PAYMENT CENTER		04/04/2024	SG15DM007951	001-00-2057	61.54
KANSAS PAYMENT CENTER		04/04/2024	SG19DM005637	001-00-2057	815.34
KANSAS PAYMENT CENTER		04/18/2024	SG19DM005637	001-00-2057	817.85
KANSAS PAYMENT CENTER		04/18/2024	SG15DM007951	001-00-2057	61.54
KANSAS PAYMENT CENTER		04/18/2024	SG09DM003555	001-00-2057	213.00
KANSAS PAYMENT CENTER		04/18/2024	SG22DM05556	001-00-2057	184.62
Vendor KANS1629 - KANSAS PAYMENT CENTER Total:					2,551.51
Vendor: KANS1643 - KANSAS STATE TREASURER					
KANSAS STATE TREASURER	REQ05083	04/16/2024	SEAT BELT SAFETY FEE	001-00-5006	20.00
KANSAS STATE TREASURER	REQ05083	04/16/2024	JUDICIAL BRANCH DOCKET FEE	001-06-2060	176.00
KANSAS STATE TREASURER	REQ05083	04/16/2024	REINSTATEMENT FEES	001-06-2060	800.00
KANSAS STATE TREASURER	REQ05083	04/16/2024	JUDICIAL BRANCH EDUCATION FEE	001-06-2073	82.50
KANSAS STATE TREASURER	REQ05083	04/16/2024	LAW ENFORCEMENT TRAINING CENTER FUND	001-06-2074	1,894.85
KANSAS STATE TREASURER	REQ05083	04/16/2024	DUI FEE	001-06-2075	100.00
Vendor KANS1643 - KANSAS STATE TREASURER Total:					3,073.35
Vendor: KDHE1495 - KDHE					
KDHE	REQ05100	04/16/2024	ANALYTICAL TESTING - 1ST QTR. 2024	011-31-2040	872.00
Vendor KDHE1495 - KDHE Total:					872.00
Vendor: KMJA1550 - KMJA					
KMJA	REQ05082	04/16/2024	2024 ANNUAL DUES - JUDGE BEALL	001-06-2064	25.00
Vendor KMJA1550 - KMJA Total:					25.00
Vendor: KONI1558 - KONICA MINOLTA PREMIERE					
KONICA MINOLTA PREMIERE	REQ05133	04/16/2024	KONICA C3350 LEASE - SR. CNTR.	001-12-2004	172.76
Vendor KONI1558 - KONICA MINOLTA PREMIERE Total:					172.76
Vendor: KPER1560 - KPERS 457 - EMPOWER RETIREMENT					
KPERS 457 - EMPOWER RETIR...		04/05/2024	PAYROLL DEDUCTION KPERS 457 PRE-TAX	001-00-2051	1,731.50
KPERS 457 - EMPOWER RETIR...		04/05/2024	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	001-00-2067	1,296.00
KPERS 457 - EMPOWER RETIR...		04/19/2024	PAYROLL DEDUCTION KPERS 457 PRE-TAX	001-00-2051	1,731.50
KPERS 457 - EMPOWER RETIR...		04/19/2024	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	001-00-2067	1,296.00
Vendor KPER1560 - KPERS 457 - EMPOWER RETIREMENT Total:					6,055.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: KPER1559 - KPERS					
KPERS		04/05/2024	PAYROLL DEDUCTION KPERS D&D	001-00-2040	1,154.22
KPERS		04/05/2024	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	6,031.78
KPERS		04/05/2024	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	2,520.59
KPERS		04/05/2024	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	9,060.83
KPERS		04/05/2024	PAYROLL DEDUCTION KP&F EE & ER	001-00-2040	17,233.37
KPERS		04/05/2024	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	001-00-2040	66.74
KPERS		04/19/2024	PAYROLL DEDUCTION KPERS D&D	001-00-2040	1,154.77
KPERS		04/19/2024	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	6,141.99
KPERS		04/19/2024	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	2,251.48
KPERS		04/19/2024	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	9,228.60
KPERS		04/19/2024	PAYROLL DEDUCTION KP&F EE & ER	001-00-2040	15,954.54
KPERS		04/19/2024	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	001-00-2040	66.74
Vendor KPER1559 - KPERS Total:					70,865.65
Vendor: KRIS1861 - KRISTEN MCDANIEL					
KRISTEN MCDANIEL		04/02/2024	CELL PHONE REIMBURSEMENT	001-12-2003	35.00
Vendor KRIS1861 - KRISTEN MCDANIEL Total:					35.00
Vendor: LACE1454 - LACEY HATFIELD					
LACEY HATFIELD	REQ05016	04/02/2024	FITNESS INSTRUCTOR 7.55 HRS. 02/28 - 03/28/2024	030-50-1250	113.25
LACEY HATFIELD	REQ05282	04/30/2024	FITNESS INSTRUCTOR 6 HRS. 4/01 - 04/22/2024	030-50-1250	90.00
Vendor LACE1454 - LACEY HATFIELD Total:					203.25
Vendor: LAGR1685 - LAG RENTALS, LLC.					
LAG RENTALS, LLC.	REQ05049	04/09/2024	CAR RENTAL - RA 3024259	024-44-2012	661.50
Vendor LAGR1685 - LAG RENTALS, LLC. Total:					661.50
Vendor: LAUT1700 - LAUTZ LAW, LLC					
LAUTZ LAW, LLC		04/02/2024	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	REQ05141	04/16/2024	HORSE RIDING SVCS. 04/20/2024	037-57-2012	500.00
Vendor LAZY1763 - LAZY BUCKS RANCH LLC Total:					500.00
Vendor: LEEK1739 - LEEKER'S FAMILY FOODS					
LEEKER'S FAMILY FOODS	REQ05089	04/16/2024	MONTHLY GROCERIES - MAR 2024	030-50-2004	128.55
LEEKER'S FAMILY FOODS	REQ05089	04/16/2024	MONTHLY GROCERIES - MAR 2024	030-50-2092	263.17
LEEKER'S FAMILY FOODS	REQ05089	04/16/2024	MONTHLY GROCERIES - MAR 2024	030-50-2094	37.85
LEEKER'S FAMILY FOODS	REQ05089	04/16/2024	MONTHLY GROCERIES - MAR 2024	037-57-2012	31.31
Vendor LEEK1739 - LEEKER'S FAMILY FOODS Total:					460.88
Vendor: LEGA1735 - LEGAL SHIELD					
LEGAL SHIELD		04/18/2024	PAYROLL DEDUCTION LEGAL SHIELD	001-00-2060	67.80
Vendor LEGA1735 - LEGAL SHIELD Total:					67.80

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: LOGA1138 - LOGAN MORTENSEN					
LOGAN MORTENSEN	REQ05292	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	48.00
Vendor LOGA1138 - LOGAN MORTENSEN Total:					48.00
Vendor: LOGO1776 - LOGO DEPOT					
LOGO DEPOT	REQ05035	04/09/2024	CORNERSTONE SNAG-PROOF TACTICAL POLO 1EA.	001-02-2016	29.00
LOGO DEPOT	REQ05035	04/09/2024	REFLECTIVE SILVER POLICE STAR 3"	001-02-2016	8.50
LOGO DEPOT	REQ05035	04/09/2024	ADD EBLEM: HAYSVILLE PD BADGE	001-02-2016	6.75
LOGO DEPOT	REQ05035	04/09/2024	ONE LINE PERSONALIZATION	001-02-2016	6.00
LOGO DEPOT	REQ05051	04/16/2024	PORT AUTHORITY MICROFLEECE JACKET 1EA.	001-02-2016	40.00
LOGO DEPOT	REQ05050	04/16/2024	ONE LINE PERSONALIZATION 2EA.	001-02-2016	12.00
LOGO DEPOT	REQ05050	04/16/2024	CORNERSTONE L/S TACTICAL POLO 1EA.	001-02-2016	33.50
LOGO DEPOT	REQ05050	04/16/2024	3" REFLECTIVE POLICE STAR 2EA.	001-02-2016	17.00
LOGO DEPOT	REQ05050	04/16/2024	ADD HAYSVILLE BADGE EMBLEM 2EA.	001-02-2016	13.50
Vendor LOGO1776 - LOGO DEPOT Total:					166.25
Vendor: LOWE1787 - LOWES BUSINESS ACCT/GECRB					
LOWES BUSINESS ACCT/GECRB	REQ05092	04/16/2024	BIONIC SPOTLIGHT 2-YEAR LOWE'S PROTECTION 6EA.	001-03-2046	41.82
LOWES BUSINESS ACCT/GECRB	REQ05092	04/16/2024	BIONIC SPOTLIGHT DUO 6EA.	001-03-2046	170.88
LOWES BUSINESS ACCT/GECRB	REQ05092	04/16/2024	18"x18"x16" MED MOVING BOX 25EA.	010-30-2012	47.00
LOWES BUSINESS ACCT/GECRB	REQ05092	04/16/2024	DUCK TAPE	010-30-2012	9.48
LOWES BUSINESS ACCT/GECRB	REQ05092	04/16/2024	TAX	010-30-2012	4.24
LOWES BUSINESS ACCT/GECRB	REQ05092	04/16/2024	FI-SHOCK STEP-IN FENCE POST 47EA.	021-41-2009	177.66
Vendor LOWE1787 - LOWES BUSINESS ACCT/GECRB Total:					451.08
Vendor: MALC3098 - MALCOLM YOUNG					
MALCOLM YOUNG		04/16/2024	CELL PHONE REIMBURSEMENT	001-02-2040	35.00
Vendor MALC3098 - MALCOLM YOUNG Total:					35.00
Vendor: MARI1825 - MARIANNA EVANS YOGA, LLC.					
MARIANNA EVANS YOGA, LLC.		04/02/2024	SR. CNTR. YOGA - MAR 2024	001-12-1100	50.00
MARIANNA EVANS YOGA, LLC.		04/04/2024	SR. CNTR. YOGA - MAR 2024	001-12-1100	150.00
Vendor MARI1825 - MARIANNA EVANS YOGA, LLC. Total:					200.00
Vendor: MARL1749 - MARLEE WILLIAMS					
MARLEE WILLIAMS	REQ04995	04/02/2024	REFEREE SOCCER 3 HRS. 03/13 - 03/23/2024	030-50-1250	45.00
MARLEE WILLIAMS	REQ05155	04/30/2024	REFEREE SOCCER 2 HRS. 04/13/2024	030-50-1250	30.00
MARLEE WILLIAMS	REQ05224	04/30/2024	REFEREE SOCCER 2 HRS. 04/20/2024	030-50-1250	30.00
Vendor MARL1749 - MARLEE WILLIAMS Total:					105.00
Vendor: MARS1769 - MARSHALL LITCHFIELD					
MARSHALL LITCHFIELD		04/02/2024	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
MARSHALL LITCHFIELD		04/02/2024	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
MARSHALL LITCHFIELD		04/02/2024	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor MARS1769 - MARSHALL LITCHFIELD Total:					35.00
Vendor: MAVE1748 - MAVERICK HATFIELD					
MAVERICK HATFIELD	REQ04994	04/02/2024	REFEREE SOCCER 1 HR. 03/13/2024	030-50-1250	15.00
MAVERICK HATFIELD	REQ05156	04/30/2024	REFEREE SOCCER 2 HRS. 04/13/2024	030-50-1250	30.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
MAVERICK HATFIELD	REQ05227	04/30/2024	REFEREE SOCCER 2 HRS. 04/20/2024	030-50-1250	30.00
Vendor MAVE1748 - MAVERICK HATFIELD Total:					75.00
Vendor: MELH1875 - MEL HAMBELTON FORD					
MEL HAMBELTON FORD	REQ05088	04/16/2024	D2F6 SENSOR 1EA. - CAR #02-17	001-02-2035	12.98
MEL HAMBELTON FORD	REQ05088	04/16/2024	D5C6 SEAL 1EA. - CAR #02-17	001-02-2035	15.91
MEL HAMBELTON FORD	REQ05088	04/16/2024	D6C1 GASKET 2EA. - CAR #02-17	001-02-2035	11.38
MEL HAMBELTON FORD	REQ05088	04/16/2024	90C GASKET 1EA. - CAR #02-17	001-02-2035	24.83
MEL HAMBELTON FORD	REQ05088	04/16/2024	D6C1 GASKET 6EA. - CAR #02-17	001-02-2035	34.32
Vendor MELH1875 - MEL HAMBELTON FORD Total:					99.42
Vendor: MERI1883 - MERIDIAN ANALYTICAL LABS, LLC.					
MERIDIAN ANALYTICAL LABS, ...	REQ04955	04/02/2024	WATER TESTING	011-31-2040	225.00
MERIDIAN ANALYTICAL LABS, ...	REQ05054	04/16/2024	WATER TESTING	011-31-2040	892.00
MERIDIAN ANALYTICAL LABS, ...	REQ05053	04/16/2024	WATER TESTING	011-31-2040	892.00
Vendor MERI1883 - MERIDIAN ANALYTICAL LABS, LLC. Total:					2,009.00
Vendor: MICH1768 - MICHAEL J. LIPPOLDT					
MICHAEL J. LIPPOLDT		04/02/2024	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
MICHAEL J. LIPPOLDT		04/02/2024	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
MICHAEL J. LIPPOLDT		04/02/2024	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor MICH1768 - MICHAEL J. LIPPOLDT Total:					35.00
Vendor: MINT1943 - MINTER & POLLAK, LC					
MINTER & POLLAK, LC		04/15/2024	PROFESSIONAL SVCS. - CITY PROSECUTOR	001-06-1100	2,000.00
MINTER & POLLAK, LC		04/16/2024	PROFESSIONAL SVCS. - CITY ATTY. FEES	001-10-1100	4,300.00
Vendor MINT1943 - MINTER & POLLAK, LC Total:					6,300.00
Vendor: MUNI1987 - MUNICIPAL SUPPLY INC.					
MUNICIPAL SUPPLY INC.	REQ04437	04/16/2024	3/4 X 3" SMITH BLAIR RED CLAMPS 2EA.	011-31-2009	416.50
MUNICIPAL SUPPLY INC.	REQ05103	04/16/2024	5/8 X 3/4 A.Y. SETTER DP X DP 11EA.	011-31-2009	2,718.10
Vendor MUNI1987 - MUNICIPAL SUPPLY INC. Total:					3,134.60
Vendor: MYRE1999 - MYREC.COM					
MYREC.COM	REQ05093	04/16/2024	MYREC. SYSTEM SOFTWARE	037-57-2012	1,034.58
Vendor MYRE1999 - MYREC.COM Total:					1,034.58
Vendor: NATH0416 - NATHANIEL CABALLERO					
NATHANIEL CABALLERO	REQ05004	04/02/2024	REFEREE SOCCER 7 HRS. 03/16 - 03/23/2024	030-50-1250	154.00
NATHANIEL CABALLERO	REQ05150	04/30/2024	REFEREE SOCCER 7 HRS. 04/06 - 04/13/2024	030-50-1250	154.00
NATHANIEL CABALLERO	REQ05228	04/30/2024	REFEREE SOCCER 4 HRS. 04/20/2024	030-50-1250	88.00
NATHANIEL CABALLERO	REQ05285	04/30/2024	REFEREE SOCCER 3 HRS. 04/27/2024	030-50-1250	66.00
Vendor NATH0416 - NATHANIEL CABALLERO Total:					462.00
Vendor: NCSI2025 - NCSI					
NCSI	REQ05096	04/16/2024	24EA. BACKGROUND CHECKS - HAC PROGRAMS	030-50-2092	444.00
Vendor NCSI2025 - NCSI Total:					444.00
Vendor: NICH2055 - NICHOLAS W. NORRIS					
NICHOLAS W. NORRIS		04/02/2024	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor NICH2055 - NICHOLAS W. NORRIS Total:					35.00
Vendor: ODPB2079 - ODP BUSINESS SOLUTIONS, LLC					
ODP BUSINESS SOLUTIONS, LLC	REQ05012	04/02/2024	TAPE DISPENSER	001-10-2077	2.47
ODP BUSINESS SOLUTIONS, LLC	REQ05012	04/02/2024	POCKET FILE 1 BOX.	001-10-2077	62.59

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
ODP BUSINESS SOLUTIONS, LLC	REQ05012	04/02/2024	COPY PAPER, 8.5X11",GREEN 4 REAMS	030-50-2004	29.16
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	INK, HP, 67 CLR / 67XL BLK, 2PK.	001-20-2004	45.99
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	HOLDER, LITERATURE, LTR 1EA.	001-20-2004	8.63
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	PEN, BALL POINT, BLK 60PK.	001-20-2004	7.49
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	90# WHITE INDEX	001-20-2004	7.25
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	HIGHLIGHTER 12PK.	001-20-2004	5.70
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	PAPER, POLARIS, 8.5 X 11" 1 CS.	001-20-2004	60.13
ODP BUSINESS SOLUTIONS, LLC	REQ04975	04/02/2024	HOLDER, LEAFLET, CLEAR 1EA.	001-20-2004	3.29
ODP BUSINESS SOLUTIONS, LLC	REQ05011	04/02/2024	USB 2.0, 128GB.	001-20-2004	8.91
ODP BUSINESS SOLUTIONS, LLC	REQ04974	04/02/2024	TAPE, ECO, MAGIC 1PK.	001-20-2004	22.25
ODP BUSINESS SOLUTIONS, LLC	REQ04974	04/02/2024	PENT, RETRACTABLE, GEL, BLACK 1DZ.	001-20-2004	11.67
Vendor ODPB2079 - ODP BUSINESS SOLUTIONS, LLC Total:					275.53
Vendor: O'RE2074 - O'REILLY AUTOMOTIVE INC					
O'REILLY AUTOMOTIVE INC	REQ05132	04/16/2024	RELAY - CUMMINS BYPASS PUMP	010-30-2006	6.69
Vendor O'RE2074 - O'REILLY AUTOMOTIVE INC Total:					6.69
Vendor: OZAR2106 - OZARK LASER & SHORING					
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA GRX3 NETWORK ROVER KIT	001-03-2006	2,220.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA OAF+. 226CH, ALL SIG	001-03-2006	864.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA GRX3 NETWORK ROVER KIT	010-30-2006	2,220.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA OAF+. 226CH, ALL SIG	010-30-2006	864.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA GRX3 NETWORK ROVER KIT	011-31-2006	2,220.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA OAF+. 226CH, ALL SIG	011-31-2006	864.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA GRX3 NETWORK ROVER KIT	014-34-2012	2,220.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA OAF+. 226CH, ALL SIG	014-34-2012	864.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA OAF+. 226CH, ALL SIG	021-41-2006	864.00
OZARK LASER & SHORING	REQ05142	04/16/2024	SOKKIA GRX3 NETWORK ROVER KIT	021-41-2006	2,220.00
Vendor OZAR2106 - OZARK LASER & SHORING Total:					15,420.00
Vendor: PBHO1246 - P B HOIDALE COMPANY INC					
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	TWO-LANE SWIVEL, 1IN.	001-03-2006	20.64
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	PAPER, THERMAL	001-03-2009	2.46
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	TWO-LANE SWIVEL, 1IN.	010-30-2006	20.62
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	PAPER, THERMAL	010-30-2009	2.46
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	TWO-LANE SWIVEL, 1IN.	011-31-2006	20.64
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	PAPER, THERMAL	011-31-2009	2.46
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	TWO-LANE SWIVEL, 1IN.	021-41-2006	20.64
P B HOIDALE COMPANY INC	REQ05124	04/16/2024	PAPER, THERMAL	021-41-2009	2.46
Vendor PBHO1246 - P B HOIDALE COMPANY INC Total:					92.38
Vendor: PASS2128 - PASSIO TECHNOLOGIES					
PASSIO TECHNOLOGIES	REQ05041	04/16/2024	PARAPLAN PRO MONTHLY SOFTWARE FEES	001-13-2040	67.20
Vendor PASS2128 - PASSIO TECHNOLOGIES Total:					67.20
Vendor: PERS1135 - PERSONNEL EVALUATION, INC.					
PERSONNEL EVALUATION, INC.	REQ05108	04/16/2024	PRE-EMPLOYMENT TESTING	001-02-2012	275.00
Vendor PERS1135 - PERSONNEL EVALUATION, INC. Total:					275.00
Vendor: POST1317 - POSTALOCITY BY BROADSTROKE, INC.					
POSTALOCITY BY BROADSTRO...		04/10/2024	POSTAL SVC. - MAR 2024	001-10-2040	1,711.36
POSTALOCITY BY BROADSTRO...		04/10/2024	POSTAL SVC. - MAR 2024	010-30-2004	273.82
POSTALOCITY BY BROADSTRO...		04/10/2024	POSTAL SVC. - MAR 2024	010-30-2011	376.50
POSTALOCITY BY BROADSTRO...		04/10/2024	POSTAL SVC. - MAR 2024	011-31-2004	273.82

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
POSTALOCITY BY BROADSTRO...		04/10/2024	POSTAL SVC. - MAR 2024	011-31-2011	787.23
Vendor POST1317 - POSTALOCITY BY BROADSTROKE, INC. Total:					3,422.73
Vendor: PROF2109 - PROFESSIONAL ENGINEERING CONSULTANTS					
PROFESSIONAL ENGINEERING...	REQ05066	04/16/2024	MONTHLY RETAINER - CITY ENGINEER	010-30-2040	66.68
PROFESSIONAL ENGINEERING...	REQ05066	04/16/2024	MONTHLY RETAINER - CITY ENGINEER	011-31-2040	66.66
PROFESSIONAL ENGINEERING...	REQ05066	04/16/2024	MONTHLY RETAINER - CITY ENGINEER	021-41-2040	66.66
PROFESSIONAL ENGINEERING...	REQ03371	04/16/2024	PROJECT: BROADWAY MULTI-USE PATH	036-56-2087	9,790.00
PROFESSIONAL ENGINEERING...	REQ04099	04/16/2024	PROJECT: S. MAIN (SENECA) STR. SIDEWALK EXTENSION	036-56-2087	11,940.00
Vendor PROF2109 - PROFESSIONAL ENGINEERING CONSULTANTS Total:					21,930.00
Vendor: PROM1134 - PROMO DEPOT					
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, MED 13EA.	030-50-2092	159.90
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, XL 35EA.	030-50-2092	430.50
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, LRG 33EA.	030-50-2092	405.90
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, 2XL 31EA.	030-50-2092	455.39
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, 3XL 9EA.	030-50-2092	149.85
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, 4XL 5EA.	030-50-2092	113.25
PROMO DEPOT	REQ04956	04/02/2024	TRIBLEND HEATHER GREY T-SHIRT, SM 7EA.	030-50-2092	86.10
Vendor PROM1134 - PROMO DEPOT Total:					1,800.89
Vendor: PYEB2269 - PYE BARKER FIRE & SAFETY, LLC.					
PYE BARKER FIRE & SAFETY, L...	REQ04943	04/02/2024	10LB. A-B-C FIRE EXTINGUISHER 1EA. - CITY HALL	001-09-2009	136.50
PYE BARKER FIRE & SAFETY, L...	REQ04943	04/02/2024	DISPATCH & COMPLIANCE FEE	001-09-2009	60.00
Vendor PYEB2269 - PYE BARKER FIRE & SAFETY, LLC. Total:					196.50
Vendor: REAM1274 - REAMS SPRINKLER SUPPLY					
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	IRRITROL DIAPHRAGM ASSY. 4EA.	001-03-2012	140.80
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	SCH40 PVC 1-1/2" MALE ADAPTER 1EA.	001-03-2012	1.45
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	SCH40 PVC 2" X 1-1/2" REDUCER BUSHING 1EA.	001-03-2012	2.75
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	SCH80 PVC 2" X 4" NIPPLE TOE 2EA.	001-03-2012	12.00
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	SCH40 PVC 2" X 20' PIPE, BELL END 20FT.	001-03-2012	34.46
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	HUNTER HT DIAPHRAGM ASSY. 2EA.	001-03-2012	33.16
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	SCH80 PVC 2" 90 ELBOW SLIP 2EA.	001-03-2012	17.80
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	HUNTER I-40 ULTRA ROTARY SPRINKLER 6EA.	001-03-2012	568.98
REAMS SPRINKLER SUPPLY	REQ04948	04/02/2024	SCH80 PVC 2" MALE ADAPTER 4EA.	001-03-2012	97.92
REAMS SPRINKLER SUPPLY		05/01/2024	3HP MUNRO SELF-PRIMING SPRINKLER PUMP	001-03-2046	-1,348.85
Vendor REAM1274 - REAMS SPRINKLER SUPPLY Total:					-439.53
Vendor: REXE2358 - REX ELEMENTARY					
REX ELEMENTARY		04/02/2024	2024 SHAMROCK SHUFFLE CONTRIBUTION	030-50-2092	500.00
Vendor REXE2358 - REX ELEMENTARY Total:					500.00

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: SAMA0180 - SAM ARNOLD					
SAM ARNOLD		04/02/2024	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...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	001-03-2012	49.72
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	001-12-2009	80.38
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	001-12-2012	211.45
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	010-30-2012	49.72
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	011-31-2012	49.72
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	021-41-2012	49.72
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	030-50-2094	2,131.63
SAM'S CLUB/SYNCHRONY BA...	REQ05043	04/09/2024	MONTHLY SUPPLIES - MAR 2024	037-57-2012	606.27
Vendor SAMS2448 - SAM'S CLUB/SYNCHRONY BANK Total:					3,228.61
Vendor: SCHU2480 - SCHULTE SUPPLY, INC.					
SCHULTE SUPPLY, INC.	REQ05125	04/16/2024	NUPLA 16" DRIAN SPADE 2EA.	021-41-2009	124.02
SCHULTE SUPPLY, INC.	REQ05125	04/16/2024	NUPLA SQUARE POINT LONG HANDLE 2EA.	021-41-2009	127.64
Vendor SCHU2480 - SCHULTE SUPPLY, INC. Total:					251.66
Vendor: SEAN2376 - SEAN RINEHART					
SEAN RINEHART		04/02/2024	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
SEAN RINEHART		04/02/2024	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
SEAN RINEHART		04/02/2024	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor SEAN2376 - SEAN RINEHART Total:					35.00
Vendor: SECU2494 - SECURITY BANK OF KS CITY					
SECURITY BANK OF KS CITY	REQ05026	04/16/2024	BOND PAYMENT - COP SERIES 2015 (LESS FUNDS AVAIL.)	099-66-3007	-84.84
SECURITY BANK OF KS CITY	REQ05026	04/16/2024	BOND PAYMENT - COP SERIES 2015 (INTEREST)	099-66-3007	47,993.75
Vendor SECU2494 - SECURITY BANK OF KS CITY Total:					47,908.91
Vendor: SEDG2506 - SEDGWICK COUNTY ELECTRIC COOP					
SEDGWICK COUNTY ELECTRIC ...		04/16/2024	MONTHLY ELECTRIC SVCS. - EAST WELL	011-31-2003	1,245.06
Vendor SEDG2506 - SEDGWICK COUNTY ELECTRIC COOP Total:					1,245.06
Vendor: SEDG1211 - SEDGWICK COUNTY REGISTER OF DEEDS					
SEDGWICK COUNTY REGISTER...		04/18/2024	FILING FEES RES. 24-11 STRMWTR -GRAND/PLAZA ADDT'N	036-56-3030	4.00
SEDGWICK COUNTY REGISTER...		04/18/2024	FILING FEES RES. 24-10 WATER - GRAND/PLAZA ADDT'N	036-56-3030	4.00
SEDGWICK COUNTY REGISTER...		04/18/2024	FILING FEES RES. 24-09 SEWER - GRAND/PLAZA ADDT'N	036-56-3030	4.00
SEDGWICK COUNTY REGISTER...		04/18/2024	FILING FEES RES. 24-08 PAVING - GRAND/PLAZA ADDT'N	036-56-3030	4.00
SEDGWICK COUNTY REGISTER...		04/24/2024	TEMPORARY CONSTRUCTION EASEMENT SEA. EPIC FEES	036-56-2087	20.00
SEDGWICK COUNTY REGISTER...		04/24/2024	TEMPORARY CONSTRUCTION EASEMENT SEA. REC FEES	036-56-2087	105.00
Vendor SEDG1211 - SEDGWICK COUNTY REGISTER OF DEEDS Total:					141.00
Vendor: SEDG2500 - SEDGWICK COUNTY					
SEDGWICK COUNTY		04/16/2024	MAR 2024 PRISONER HOUSING - 383 HRS.	001-06-3066	923.03
Vendor SEDG2500 - SEDGWICK COUNTY Total:					923.03

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: SELE1491 - SELECT MECHANICAL, LLC					
SELECT MECHANICAL, LLC	REQ04418	04/02/2024	HVAC SERVICES 12/12/2023 - POLICE DEPT.	001-09-2025	1,375.00
Vendor SELE1491 - SELECT MECHANICAL, LLC Total:					1,375.00
Vendor: STAN2643 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COM...		04/05/2024	PAYROLL DEDUCTION OPTIONAL GROUP LIFE INSURANCE	001-00-2066	716.75
Vendor STAN2643 - STANDARD INSURANCE COMPANY Total:					716.75
Vendor: SUBS2683 - SUBSURFACE SOLUTIONS					
SUBSURFACE SOLUTIONS	REQ05126	04/16/2024	SHIPPING	011-31-2006	26.88
SUBSURFACE SOLUTIONS	REQ05126	04/16/2024	4" TRANSMITTER RING CLAMP	011-31-2006	579.00
SUBSURFACE SOLUTIONS	REQ05126	04/16/2024	RECHARGEABLE BATTERY PACK	011-31-2006	730.00
Vendor SUBS2683 - SUBSURFACE SOLUTIONS Total:					1,335.88
Vendor: TAMA1404 - TAMARA JACOBS					
TAMARA JACOBS		04/02/2024	CELL PHONE REIMBURSEMENT	001-21-2002	35.00
Vendor TAMA1404 - TAMARA JACOBS Total:					35.00
Vendor: TERI1011 - TERI SANDERS					
TERI SANDERS		04/02/2024	CELL PHONE REIMBURSEMENT	001-01-2002	35.00
Vendor TERI1011 - TERI SANDERS Total:					35.00
Vendor: THET2729 - THE TAP OF KANSAS INC					
THE TAP OF KANSAS INC	REQ04958	04/02/2024	2" FPT CONTROL VALVE 1EA. (P/C SPORTS VANDALISM)	001-03-2012	110.90
Vendor THET2729 - THE TAP OF KANSAS INC Total:					110.90
Vendor: TIME2785 - TIMES-SENTINEL NEWSPAPERS					
TIMES-SENTINEL NEWSPAPERS	REQ04978	04/02/2024	NUSIANCE NOTICE: 6400 S. OSAGE 03/21/2024	001-28-2012	135.00
TIMES-SENTINEL NEWSPAPERS	REQ04977	04/02/2024	NUISANCE NOTICE: 309 N. MARLEN 03/21/2024	001-28-2012	135.00
TIMES-SENTINEL NEWSPAPERS	REQ04979	04/02/2024	NUISANCE NOTICE: 146 S. LAMAR 03/21/2024	001-28-2012	135.00
TIMES-SENTINEL NEWSPAPERS	REQ05014	04/02/2024	NUISANCE NOTICE: 216 N. LAMAR 03/28/2024	001-28-2012	135.00
TIMES-SENTINEL NEWSPAPERS	REQ05015	04/02/2024	PUBLIC HEARING NOTICE 03/28/2024 - ZONING REGUL.	001-04-2014	120.75
TIMES-SENTINEL NEWSPAPERS	REQ05081	04/16/2024	NUISANCE NOTICE: 7040 S. PLAZA DR. 04/04/2024	001-28-2012	135.00
TIMES-SENTINEL NEWSPAPERS	REQ05137	04/16/2024	RES. 24-11 STRMWTR - GRAND/PLAZA ADDT'N 04/11/2024	036-56-3030	330.75
TIMES-SENTINEL NEWSPAPERS	REQ05136	04/16/2024	RES. 24-10 WATER - GRAND/PLAZA ADDT'N 04/11/2024	036-56-3030	330.75
TIMES-SENTINEL NEWSPAPERS	REQ05135	04/16/2024	RES. 24-09 SEWER - GRAND/PLAZA ADDT'N 04/11/2024	036-56-3030	336.00
TIMES-SENTINEL NEWSPAPERS	REQ05134	04/16/2024	RES. 24-08 PAVING - GRAND/PLAZA ADDT'N 04/11/2024	036-56-3030	341.25
Vendor TIME2785 - TIMES-SENTINEL NEWSPAPERS Total:					2,134.50
Vendor: TIRE2787 - TIRE DEALERS WAREHOUSE					
TIRE DEALERS WAREHOUSE	REQ04980	04/02/2024	410/350X4 FOAM	011-31-2080	19.50
TIRE DEALERS WAREHOUSE	REQ04959	04/02/2024	ST205/75R15/8 TOWMAX STR II TIRES 2EA.	001-03-2006	130.00
TIRE DEALERS WAREHOUSE	REQ04981	04/02/2024	26X12-12/6TU DEESTONE TURF BAR	001-03-2006	213.36
Vendor TIRE2787 - TIRE DEALERS WAREHOUSE Total:					362.86

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: TOMA1764 - TOMAHAWK MOBILE TRUCK LLC					
TOMAHAWK MOBILE TRUCK L...	REQ05144	04/16/2024	MOBILE AXE THROWING SVCS.	030-50-2092	500.00
			04/20/2024		
Vendor TOMA1764 - TOMAHAWK MOBILE TRUCK LLC Total:					500.00
Vendor: TYLE2836 - TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	REQ05127	04/16/2024	UTILITY BILLING	010-30-2040	10.45
			NOTIFICATIONS - SMS		
TYLER TECHNOLOGIES, INC.	REQ05127	04/16/2024	UTILITY BILLING	010-30-2040	86.65
			NOTIFICATIONS - CALLS		
TYLER TECHNOLOGIES, INC.	REQ05127	04/16/2024	UTILITY BILLING	011-31-2040	10.45
			NOTIFICATIONS - SMS		
TYLER TECHNOLOGIES, INC.	REQ05127	04/16/2024	UTILITY BILLING	011-31-2040	86.65
			NOTIFICATIONS - CALLS		
Vendor TYLE2836 - TYLER TECHNOLOGIES, INC. Total:					194.20
Vendor: UPS2884 - U P S					
U P S	REQ04423	04/02/2024	SHIPMENT: KDHE WATER	011-31-2011	195.89
			SAMPLES XX/XX/XXXX		
Vendor UPS2884 - U P S Total:					195.89
Vendor: ULIN2847 - ULINE					
ULINE	REQ05022	04/02/2024	46 X 48" PALLTE RACK WIRE	011-31-2080	424.00
			DECKING 8EA.		
ULINE	REQ05022	04/02/2024	96" ADDT PALLET RACK BEAMS	011-31-2080	300.00
			2/KT 2EA.		
ULINE	REQ05022	04/02/2024	SHIPPING / HANDLING	011-31-2080	257.14
ULINE	REQ05022	04/02/2024	96 X 48 X 120" PALLET RACK	011-31-2080	465.00
			KIT 1EA.		
ULINE	REQ04982	04/02/2024	8 X 10" 4 MIL RECLOSABLE BAG	001-02-2047	107.00
			1,000CNT.		
ULINE	REQ04982	04/02/2024	SHIPPING	001-02-2047	29.81
Vendor ULIN2847 - ULINE Total:					1,582.95
Vendor: UNDE2855 - UNDERGROUND VAULTS & STORAGE					
UNDERGROUND VAULTS & ST...	REQ05098	04/16/2024	MICROSOFT 365 BUSINESS	001-21-2040	150.00
			STANDARD		
UNDERGROUND VAULTS & ST...	REQ05098	04/16/2024	MICROSOFT 365 BUSINESS	001-21-2040	504.00
			BASIC		
UNDERGROUND VAULTS & ST...	REQ05099	04/16/2024	MICROSOFT POWER	001-21-2040	15.00
			AUTOMATE		
Vendor UNDE2855 - UNDERGROUND VAULTS & STORAGE Total:					669.00
Vendor: UNIT2868 - UNITED WAY OF THE PLAINS					
UNITED WAY OF THE PLAINS		04/04/2024	PAYROLL DEDUCTION UNITED	001-00-2056	7.50
			WAY		
UNITED WAY OF THE PLAINS		04/04/2024	PAYROLL DEDUCTION UNITED	001-00-2056	39.88
			WAY		
UNITED WAY OF THE PLAINS		04/04/2024	PAYROLL DEDUCTION UNITED	001-00-2056	57.50
			WAY		
UNITED WAY OF THE PLAINS		04/18/2024	PAYROLL DEDUCTION UNITED	001-00-2056	57.50
			WAY		
UNITED WAY OF THE PLAINS		04/18/2024	PAYROLL DEDUCTION UNITED	001-00-2056	7.50
			WAY		
Vendor UNIT2868 - UNITED WAY OF THE PLAINS Total:					169.88
Vendor: UNIV2870 - UNIVERSITY OF KANSAS					
UNIVERSITY OF KANSAS	REQ05024	04/02/2024	COURSE: EFFECTIVE POLICE	001-02-2015	50.00
			WRITING 04/12/24		
Vendor UNIV2870 - UNIVERSITY OF KANSAS Total:					50.00
Vendor: USAB2887 - USA BLUE BOOK					
USA BLUE BOOK	REQ05023	04/02/2024	SHIPPING / HANDLING	010-30-2006	216.69
USA BLUE BOOK	REQ05023	04/02/2024	ALL WEATHER SAMPLER	010-30-2006	9,245.70
			5.5GAL. BOTTLE		
Vendor USAB2887 - USA BLUE BOOK Total:					9,462.39

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: VERI2920 - VERIZON WIRELESS					
VERIZON WIRELESS	REQ05032	04/16/2024	WIRELESS SVCS. - POLICE DEPT.	001-02-2040	521.59
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-3572 PARK SPRVSR.	001-03-2002	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-285-8133	001-04-2004	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	PLANNING/ZONING JETPACK		
VERIZON WIRELESS	REQ05080	04/16/2024	316-612-7023 TRANSIT	001-13-2004	41.68
VERIZON WIRELESS	REQ05080	04/16/2024	SYSTEM PHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-612-3416 TRANSIT	001-13-2004	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	SYSTEM IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-358-8376 INSPECTION	001-20-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-249-4879 CODE	001-20-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	ENFORCEMENT IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-8909 CITY INSPECTOR	001-20-2002	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-208-6054 ON CALL	010-30-2002	25.85
VERIZON WIRELESS	REQ05080	04/16/2024	BACKUP PHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-6809 PW DIRECTOR	010-30-2002	13.90
VERIZON WIRELESS	REQ05080	04/16/2024	IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-369-0403 GIS ADMIN.	010-30-2002	13.33
VERIZON WIRELESS	REQ05080	04/16/2024	IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-0116 ELECTRICIAN	010-30-2002	13.33
VERIZON WIRELESS	REQ05080	04/16/2024	IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-213-0665 M8800 JETPACK	010-30-2002	13.33
VERIZON WIRELESS	REQ05080	04/16/2024	(SHARED)		
VERIZON WIRELESS	REQ05080	04/16/2024	316-204-1185 SEWER ON CALL	010-30-2002	51.71
VERIZON WIRELESS	REQ05080	04/16/2024	PHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-5785 SEWER	010-30-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-7976 SEWER	010-30-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-617-7696 PW DIRECTOR	010-30-2002	13.33
VERIZON WIRELESS	REQ05080	04/16/2024	IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	312-243-6380 SEWER IPAD	010-30-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-0343 SEWER	010-30-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-5246 WASTEWATER	010-30-2002	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	SPRVSR. IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-867-8569 PW DIRECTOR	010-30-2002	13.33
VERIZON WIRELESS	REQ05080	04/16/2024	IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-932-2708 SEWER	010-30-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-9005 WATER	011-31-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-369-0403 GIS ADMIN.	011-31-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-358-8146 WATER IPAD	011-31-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	316-213-0665 M8800 JETPACK	011-31-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	(SHARED)		
VERIZON WIRELESS	REQ05080	04/16/2024	316-210-3238 WATER ON CALL	011-31-2002	51.71
VERIZON WIRELESS	REQ05080	04/16/2024	PHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-617-7696 PW DIRECTOR	011-31-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-6896 WATER SPRVSR.	011-31-2002	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-867-8569 PW DIRECTOR	011-31-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	IPHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-8406 WATER	011-31-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		
VERIZON WIRELESS	REQ05080	04/16/2024	316-208-6054 ON CALL	011-31-2002	25.86
VERIZON WIRELESS	REQ05080	04/16/2024	BACKUP PHONE		
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-8135 WATER	011-31-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	OPERATOR IPAD		

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-8441 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	316-391-9668 WATER TOWER MODEM	011-31-2002	40.01
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-6809 PW DIRECTOR IPHONE	011-31-2002	13.90
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-0116 ELECTRICIAN IPAD	011-31-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-4249 STREET SPRVSR. IPHONE	021-41-2002	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	316-867-8569 PW DIRECTOR IPHONE	021-41-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	316-617-7696 PW DIRECTOR IPAD	021-41-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	316-369-0403 GIS ADMIN. IPAD	021-41-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-6809 PW DIRECTOR IPHONE	021-41-2002	13.91
VERIZON WIRELESS	REQ05080	04/16/2024	316-213-0665 M8800 JETPACK (SHARED)	021-41-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	316-680-0116 ELECTRICIAN IPAD	021-41-2002	13.34
VERIZON WIRELESS	REQ05080	04/16/2024	316-558-1045 LATCHKEY - PRAIRIE ELEM.	030-50-2094	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	316-655-9870 LATCHKEY - OATVILLE ELEM.	030-50-2094	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	316-655-9868 LATCHKEY - NELSON ELEM.	030-50-2094	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	316-655-9867 LATCHKEY - FREEMAN ELEM.	030-50-2094	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	316-655-9869 LATCHKEY - RUTH CLARK ELEM.	030-50-2094	41.71
VERIZON WIRELESS	REQ05080	04/16/2024	316-655-9871 LATCHKEY - REX ELEM.	030-50-2094	41.71

Vendor VERI2920 - VERIZON WIRELESS Total: 2,019.12

Vendor: VERM2921 - VERMEER GREAT PLAINS, INC.

VERMEER GREAT PLAINS, INC.	REQ04954	04/02/2024	SOLENOID ASSY. 1EA.	011-31-2006	127.19
VERMEER GREAT PLAINS, INC.	REQ05128	04/16/2024	TANK DOOR SEAL	011-31-2006	379.29
VERMEER GREAT PLAINS, INC.	REQ05129	04/16/2024	REPAIR KIT	011-31-2006	192.87
VERMEER GREAT PLAINS, INC.	REQ05129	04/16/2024	3/8" F PLUG	011-31-2006	7.62

Vendor VERM2921 - VERMEER GREAT PLAINS, INC. Total: 706.97

Vendor: WAST2962 - WASTE CONNECTIONS OF KANSAS, INC.

WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 706 SARAH LN.	001-03-2012	338.74
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 130 E. 2ND ST.	001-09-2040	174.91
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 200 W. GRAND	001-09-2040	101.32
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 105 S. MAIN	001-09-2079	14.77
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 160 E. KARLA	001-12-2003	279.19
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 428 S. JANE (ROLL OFF)	010-30-2040	6,814.24
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 200 W. GRAND	010-30-2040	101.32
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 428 S. JANE	010-30-2040	71.86
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 401 S. JANE	010-30-2040	49.66
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 401 S. JANE	011-31-2040	49.66

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 428 S. JANE	011-31-2040	71.84
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 200 W. GRAND	011-31-2040	101.34
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 401 S. JANE	021-41-2040	49.68
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 428 S. JANE	021-41-2040	71.83
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 523 SARAH LN.	030-50-2003	526.50
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 665 W. 63RD ST.	030-50-2046	251.68
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 401 S. JANE (SOCCER)	030-50-2092	40.32
WASTE CONNECTIONS OF KA...	REQ05031	04/16/2024	MONTHLY TRASH SVC. - 400 79TH ST. S.	030-50-2092	47.06
Vendor WAST2962 - WASTE CONNECTIONS OF KANSAS, INC. Total:					9,155.92
Vendor: WICH3007 - WICHITA AREA BUILDERS ASSOCIATION					
WICHITA AREA BUILDERS ASS...	REQ04957	04/02/2024	HOME SHOW CRITIQUE MTG. 03/21/2024 LUNCHEON	092-66-3001	15.00
Vendor WICH3007 - WICHITA AREA BUILDERS ASSOCIATION Total:					15.00
Vendor: WICH1615 - WICHITA PEST CONTROLS, LLC.					
WICHITA PEST CONTROLS, LLC.	REQ05074	04/16/2024	PEST CONTROL SVCS. - PUBLIC WORKS	001-03-2004	23.75
WICHITA PEST CONTROLS, LLC.	REQ05074	04/16/2024	PEST CONTROL SVCS. - PUBLIC WORKS	010-30-2004	23.75
WICHITA PEST CONTROLS, LLC.	REQ05074	04/16/2024	PEST CONTROL SVCS. - PUBLIC WORKS	011-31-2004	23.75
WICHITA PEST CONTROLS, LLC.	REQ05074	04/16/2024	PEST CONTROL SVCS. - PUBLIC WORKS	021-41-2004	23.75
Vendor WICH1615 - WICHITA PEST CONTROLS, LLC. Total:					95.00
Vendor: WICH3038 - WICHITA SHREDDING, LLC.					
WICHITA SHREDDING, LLC.	REQ05109	04/16/2024	SHREDDING SERVICES 04/04/2024	001-01-2012	50.00
WICHITA SHREDDING, LLC.	REQ05109	04/16/2024	ADDITIONAL BOXES 29EA.	001-01-2012	174.00
Vendor WICH3038 - WICHITA SHREDDING, LLC. Total:					224.00
Vendor: WICH3047 - WICHITA WINSUPPLY CO.					
WICHITA WINSUPPLY CO.	REQ05010	04/02/2024	1/2 MIP BOILER DRAIN	011-31-2009	8.86
WICHITA WINSUPPLY CO.	REQ05010	04/02/2024	1/2 NL BRS CHK VALVE	011-31-2009	11.64
Vendor WICH3047 - WICHITA WINSUPPLY CO. Total:					20.50
Vendor: WICH3048 - WICHITA WINWATER WORKS					
WICHITA WINWATER WORKS	REQ04983	04/02/2024	1" SS .85 CTS INSERT STIFFER	011-31-2009	178.20
WICHITA WINWATER WORKS	REQ04983	04/02/2024	1 X 3/4" PJ CTS X MIP ADAPTER 20EA.	011-31-2009	529.00
WICHITA WINWATER WORKS	REQ04983	04/02/2024	12GA X 500FT PE45 BLUE TRACER WIRE	011-31-2009	240.00
WICHITA WINWATER WORKS	REQ04984	04/02/2024	PRO-TRACE WIRE CONNECTOR BLUE	011-31-2009	56.85
WICHITA WINWATER WORKS	REQ04984	04/02/2024	PRO-LINE TRACER-LOCK CONNECTOR	011-31-2009	144.00
WICHITA WINWATER WORKS	REQ05038	04/16/2024	16-18 X 12" FCRC 18.40-19.40 1EA.	011-31-2009	698.00
WICHITA WINWATER WORKS	REQ05037	04/16/2024	3/4" BRASS INSERT X MIP ADAPTER	011-31-2009	238.80
WICHITA WINWATER WORKS	REQ05036	04/16/2024	4 VAN STONE PVC80	036-56-3011	37.00
Vendor WICH3048 - WICHITA WINWATER WORKS Total:					2,121.85
Vendor: WILL3061 - WILLIAMS JANITORIAL SUPPLY					
WILLIAMS JANITORIAL SUPPLY	REQ04960	04/02/2024	TOWEL ROLL, 6PK/CS. 1CS. - PARK DEPT.	001-03-2012	78.06
WILLIAMS JANITORIAL SUPPLY	REQ05130	04/16/2024	TOILET PAPER, 2-PLY 3 CS. - HAC	030-50-2009	169.08

AP Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Purchase Order Number	Payment Date	Description (Item)	Account Number	Amount
WILLIAMS JANITORIAL SUPPLY	REQ05130	04/16/2024	PAPER TOWELS, ROLL, 6/PK. 2 CS. - HAC	030-50-2009	156.12
WILLIAMS JANITORIAL SUPPLY	REQ05130	04/16/2024	LITE FOAMING SOAP 4 CS. - HAC	030-50-2009	80.00
WILLIAMS JANITORIAL SUPPLY	REQ05130	04/16/2024	LESS DISCOUNT	030-50-2009	-8.00
Vendor WILL3061 - WILLIAMS JANITORIAL SUPPLY Total:					475.26
Vendor: WOOD3081 - WOODS TREE FARM					
WOODS TREE FARM	REQ04961	04/02/2024	TAYLOR JUNIPER, #5 GALLON 4EA.	001-09-2079	300.00
WOODS TREE FARM	REQ04961	04/02/2024	COTTONBURR COMPOST 2EA.	001-09-2079	28.00
WOODS TREE FARM	REQ04961	04/02/2024	TAYLOR JUNIPER, #7 GALLON 1EA.	001-09-2079	135.00
Vendor WOOD3081 - WOODS TREE FARM Total:					463.00
Vendor: XERO1318 - XEROX FINANCIAL SERVICES					
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: C8145 POLICE DEPT. COPIER	001-02-2040	125.33
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: C8145 CITY HALL BSMNT. COPIER	001-10-2040	250.65
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: C8145 CITY HALL COPIER	001-10-2040	313.32
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: HPLJP2055 CITY HALL A/P CLERK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: DELL 1130N CITY HALL ACCTG. CLERK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: HPCLJ5550 CITY HALL LASER PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: C405 CITY HALL CHECK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: HPLJP3015 CITY HALL CITY CLRK. PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: C1845 PUBLIC WORKS COPIER	001-20-2004	125.33
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: ENVELOPE TRAY PW PRINTER	001-20-2004	13.38
XEROX FINANCIAL SERVICES	REQ05034	04/09/2024	MODEL: C8145 ACTIVITY CENTER COPIER	099-66-3003	375.98
Vendor XERO1318 - XEROX FINANCIAL SERVICES Total:					1,266.64
Grand Total:					931,135.82

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	331,078.46
010 - WASTEWATER FUND	52,569.29
011 - WATER FUND	58,112.14
012 - MUNICIPAL POOL	219.63
014 - STORMWATER FUND	3,084.00
021 - STREET FUND	14,706.59
024 - LAW ENFORCEMENT	1,017.31
025 - LIBRARY	20,128.34
027 - SPECIAL LIABILITY	11,316.81
028 - SPECIAL ALCOHOL	203.74
030 - RECREATION DEPARTMENT	32,117.17
031 - SPECIAL PARKS & RECREATION	2,256.00
036 - CAPITAL IMPROVEMENTS	29,293.82
037 - SUSTAINABILITY FUND	17,617.50
051 - SPECIAL PARK IMPROVEMENT RESERVE FD	115,000.00
058 - FALL FESTIVAL	1.70
092 - TRANSIENT GUEST TAX	5,459.69
098 - SALES TAX - PARK	188,668.74
099 - SALES TAX - RECREATION	48,284.89
Grand Total:	931,135.82

Account Summary

Account Number	Account Name	Payment Amount
001-00-2000	GENERAL ACCOUNTS PA...	242.24
001-00-2010	GENERAL FEDERAL TAX ...	24,554.34
001-00-2014	GENERAL AFLAC-NON 1...	56.81
001-00-2020	GENERAL FICA/MEDI PA...	56,212.32
001-00-2030	GENERAL STATE TAX PA...	14,586.40
001-00-2040	GENERAL RETIREMENT ...	70,865.65
001-00-2050	GENERAL DENTAL INS P...	3,495.37
001-00-2051	GENERAL DFC PAYABLE	3,463.00
001-00-2052	GENERAL AFLAC PAYABLE	205.46
001-00-2053	GENERAL COLONIAL PA...	319.62
001-00-2056	GENERAL UNITED WAY ...	169.88
001-00-2057	GENERAL INCOME W/H ...	3,043.51
001-00-2058	GENERAL COLONIAL LIFE...	377.39
001-00-2060	GENERAL PP LEGAL PAY...	67.80
001-00-2061	GENERAL HSA PAYABLE	1,951.66
001-00-2062	GENERAL VSP PAYABLE	790.45
001-00-2066	GENERAL OPT GROUP LI...	716.75
001-00-2067	GENERAL DFC ROTH PA...	2,592.00
001-00-5006	GENERAL SEAT BELT FEE	20.00
001-00-5056	GENERAL EMPLOYEE CO...	56,226.36
001-01-2002	CITY CLERK TELEPHONE	472.31
001-01-2004	CITY CLERK OFFICE EXPE...	21.69
001-01-2012	CITY CLERK MISCELLANE...	224.00
001-01-2015	CITY CLERK TRG/EDUC/T...	620.44
001-01-2064	CITY CLERK DUES & SUB...	31.25
001-02-2002	POLICE TELEPHONE	1,329.44
001-02-2005	POLICE RECORDING SUP...	65.05
001-02-2010	POLICE GASOLINE & OIL	8,312.26
001-02-2012	POLICE MISCELLANEOUS	1,581.25
001-02-2013	POLICE ANIMAL CONTR...	194.72
001-02-2015	POLICE TRAINING/EDUC...	515.58
001-02-2016	POLICE UNIFORMS & EQ...	2,326.38
001-02-2035	POLICE VEHICLE MAINT...	1,076.71
001-02-2040	POLICE CONTRACTUAL	3,337.32

Account Summary

Account Number	Account Name	Payment Amount
001-02-2047	POLICE SPECIAL INVESTI...	273.69
001-02-2055	POLICE HEALTH & SAFETY	9.17
001-03-2002	PARK TELEPHONE	71.60
001-03-2003	PARK UTILITIES	1,455.75
001-03-2004	PARK OFFICE EXPENSE	115.73
001-03-2006	PARK EQUIPMENT MAIN...	3,713.70
001-03-2009	PARK MATERIALS	284.06
001-03-2012	PARK MISCELLANEOUS	2,207.62
001-03-2046	PARK P-C SPORTS COMP...	-1,136.15
001-04-2002	PL COMM TELEPHONE	79.82
001-04-2004	PL COMM OFFICE EXPEN...	40.01
001-04-2014	PL COMM LEGAL PRINTI...	120.75
001-06-1100	MUN COURT PERSONNE...	3,775.53
001-06-2002	MUN COURT TELEPHONE	109.33
001-06-2004	MUN COURT OFFICE EXP...	487.50
001-06-2012	MUN COURT MISCELLA...	55.00
001-06-2037	MUN COURT CT APPOIN...	1,400.00
001-06-2060	MUN COURT REINSTAT...	976.00
001-06-2064	MUN COURT DUES & SU...	25.00
001-06-2073	MUN COURT JUDGES' T...	82.50
001-06-2074	MUN COURT LAW ENF T...	1,894.85
001-06-2075	MUN COURT DUI FEE	100.00
001-06-3066	MUN COURT JAIL FEES	923.03
001-08-2003	STREET LIGHT UTILITIES	8,221.36
001-09-2003	BLDG & GROUNDS UTILI...	2,458.17
001-09-2006	BLDG & GROUNDS EQUI...	20.65
001-09-2009	BLDG & GROUNDS MAT...	421.25
001-09-2025	BLDG & GROUNDS BUILD..	1,375.00
001-09-2040	BLDG & GROUNDS CON...	2,254.23
001-09-2079	BLDG & GROUNDS HIST...	477.77
001-10-1100	SP FUNDS PERSONNEL S...	4,300.00
001-10-2020	SP FUNDS INSURANCE	12,792.08
001-10-2040	SP FUNDS CONTRACTUAL	2,487.73
001-10-2041	SP FUNDS AUDIT FEES	5,250.00
001-10-2054	SP FUNDS SPECIAL EVEN...	3,846.83
001-10-2077	SP FUNDS SHARED OFFI...	65.06
001-12-1100	SR CENTER PERSONNEL ...	200.00
001-12-2003	SR CENTER UTILITIES	1,338.75
001-12-2004	SR CENTER OFFICE EXPE...	212.75
001-12-2009	SR CENTER MATERIALS	188.45
001-12-2012	SR CENTER MISCELLANE...	660.43
001-12-2020	SR CENTER INSURANCE	940.60
001-12-2025	SR CENTER BUILDING MA..	319.00
001-12-2040	SR CENTER CONTRACTU...	589.00
001-13-2004	TRANSIT OFFICE EXPENSE	81.69
001-13-2035	TRANSIT VEHICLE MAIN...	10.99
001-13-2040	TRANSIT CONTRACTUAL	67.20
001-18-2002	GEN GOVT TELEPHONE/...	211.02
001-18-2004	GEN GOVT OFFICE EXPE...	17.35
001-18-2012	GEN GOVT MISCELLANE...	425.00
001-18-2015	GEN GOVT TRAINING/E...	311.34
001-20-2002	INSPECTION TELEPHONE	151.64
001-20-2004	INSPECTION OFFICE EXP...	412.00
001-20-2015	INSPECTION TRAINING/...	601.54
001-20-2016	INSPECTION UNIFORMS	22.14
001-21-2002	INFORMATION SYS TELE...	114.82
001-21-2040	INFORMATION SYS CON...	678.99
001-22-2002	MEDIA SPECIALIST TELE...	79.82

Account Summary

Account Number	Account Name	Payment Amount
001-22-2015	MEDIA SPECIALIST TRAIN...	91.79
001-22-2042	MEDIA SPECIALIST REPA...	99.48
001-23-2083	GEN EMP BEN UNEMPL...	995.64
001-28-2012	NOXIOUS WEEDS MISCE...	1,157.00
010-30-2002	SEWER TELEPHONE	476.48
010-30-2003	SEWER UTILITIES	13,114.80
010-30-2004	SEWER OFFICE EXPENSE	389.55
010-30-2006	SEWER EQUIPMENT MA...	21,928.38
010-30-2009	SEWER MATERIALS	440.12
010-30-2010	SEWER GASOLINE & OIL	2,884.05
010-30-2011	SEWER POSTAGE	376.50
010-30-2012	SEWER MISCELLANEOUS	296.35
010-30-2015	SEWER TRAINING/EDUC...	1,037.88
010-30-2016	SEWER UNIFORMS	321.04
010-30-2020	SEWER INSURANCE	3,165.27
010-30-2040	SEWER CONTRACTUAL	8,138.87
011-31-2002	WATER TELEPHONE	516.53
011-31-2003	WATER UTILITIES	5,161.91
011-31-2004	WATER OFFICE EXPENSE	389.55
011-31-2006	WATER EQUIPMENT MA...	5,368.20
011-31-2009	WATER MATERIALS	26,159.73
011-31-2011	WATER POSTAGE	983.12
011-31-2012	WATER MISCELLANEOUS	729.65
011-31-2015	WATER TRAINING/EDUC...	146.72
011-31-2016	WATER UNIFORMS	326.10
011-31-2020	WATER INSURANCE	8,563.60
011-31-2021	WATER STATE FEE	1,858.05
011-31-2022	WATER SALES TAX	750.44
011-31-2023	WATER CLEAN DRINKING..	1,741.92
011-31-2040	WATER CONTRACTUAL	3,940.24
011-31-2080	WATER CAPITAL OUTLAY	1,476.38
012-32-2003	MUNICIPAL POOL UTILIT...	122.71
012-32-2006	MUNICIPAL POOL EQUI...	96.92
014-34-2012	STORMWATER MISCELL...	3,084.00
021-41-2002	STREET TELEPHONE	198.87
021-41-2003	STREET UTILITIES	1,179.43
021-41-2004	STREET OFFICE EXPENSE	115.70
021-41-2006	STREET EQUIPMENT MA...	5,393.84
021-41-2009	STREET MATERIALS	1,789.25
021-41-2012	STREET MISCELLANEOUS	300.82
021-41-2015	STREET TRAINING/EDUC...	1.27
021-41-2016	STREET UNIFORMS	192.06
021-41-2020	STREET INSURANCE	5,347.18
021-41-2040	STREET CONTRACTUAL	188.17
024-44-2012	LAW ENF MISCELLANEO...	1,003.10
024-44-2031	LAW ENF VENDING MA...	14.21
025-45-2012	LIBRARY MISCELLANEOUS	20,128.34
027-47-2020	SP LIABILITY INSURANCE	11,316.81
028-48-2032	SP ALCOHOL PREVENTI...	203.74
030-50-1250	RECREATION DEPT SAL/...	6,105.25
030-50-2002	RECREATION DEPT TELE...	351.38
030-50-2003	RECREATION DEPT UTILI...	2,662.95
030-50-2004	RECREATION DEPT OFFI...	191.69
030-50-2006	RECREATION DEPT EQUI...	27.90
030-50-2009	RECREATION DEPT MAT...	397.20
030-50-2012	RECREATION DEPT MISC...	106.25
030-50-2015	RECREATION DEPT TRG/...	72.70
030-50-2020	RECREATION DEPT INSU...	1,143.17

Account Summary

Account Number	Account Name	Payment Amount
030-50-2025	RECREATION DEPT BLDG...	1,764.15
030-50-2031	RECREATION DEPT CON...	100.89
030-50-2046	RECREATION DEPT P-C S...	592.67
030-50-2092	RECREATION DEPT PRO...	13,171.39
030-50-2094	RECREATION DEPT LATC...	3,803.12
030-50-3065	RECREATION DEPT P-C U...	1,626.46
031-51-2012	SP PARK/REC MISCELLA...	2,256.00
036-56-2087	CAP IMPR SIDEWALKS	21,855.00
036-56-3011	CAP IMPR PARK IMPROV...	1,098.52
036-56-3017	CAP IMPR CITYWIDE CLE...	2,975.16
036-56-3030	CAP IMPR DEVELOPMEN...	1,354.75
036-56-3036	CAP IMPR ANTIQUE LIG...	2,010.39
037-57-2012	SUSTAINABILITY GRANT...	17,617.50
051-66-3005	SP PARK IMPR RES FIRE...	115,000.00
058-50-2012	FALL FESTIVAL MISCELL...	1.70
092-66-3001	TR GUEST TAX EXPENSE	5,459.69
098-66-3001	ST PARK RES EXPENSE	188,668.74
099-66-3003	ST REC RES OFFICE EXPE...	375.98
099-66-3007	ST REC RES DEBT PAYM...	47,908.91
	Grand Total:	931,135.82

Project Account Summary

Project Account Key	Payment Amount
None	931,135.82
Grand Total:	931,135.82



City of Haysville, KS

Petty Cash Summary of Expenditures

By Vendor Name

Payable Dates 4/1/2024 - 4/30/2024

Vendor Name	Payment Date	Description (Payable)	Account Number	Amount
Vendor: CHAD0306 - CHAD BETTLES				
CHAD BETTLES	04/25/2024	MEAL REIMBURSEMENT - HE...	001-20-2015	31.93
Vendor CHAD0306 - CHAD BETTLES Total:				31.93
Vendor: CHRI1746 - CHRISTINA ACKLIN				
CHRISTINA ACKLIN	04/04/2024	REFUND OVERPAYMENT ON ...	001-06-2012	180.00
Vendor CHRI1746 - CHRISTINA ACKLIN Total:				180.00
Vendor: DAVI1146 - DAVID BOYD				
DAVID BOYD	04/16/2024	REFUND SENIOR CENTER REN...	001-00-5016	100.00
Vendor DAVI1146 - DAVID BOYD Total:				100.00
Vendor: DEAN1767 - DEANNA STRAUB				
DEANNA STRAUB	04/16/2024	REFUND COMMUNITY BUILDI...	001-00-5016	100.00
Vendor DEAN1767 - DEANNA STRAUB Total:				100.00
Vendor: GENE001363 - EUGENE SATTERFIELD				
EUGENE SATTERFIELD	04/18/2024	BOOT REIMBURSEMENT	010-30-2016	100.00
EUGENE SATTERFIELD	04/18/2024	JEAN REIMBURSEMENT	010-30-2016	50.00
Vendor GENE001363 - EUGENE SATTERFIELD Total:				150.00
Vendor: FLOS1774 - FLOSSIE LINSKOTT				
FLOSSIE LINSKOTT	04/29/2024	REFUND BREAKFAST EVENT F...	001-00-5012	8.00
Vendor FLOS1774 - FLOSSIE LINSKOTT Total:				8.00
Vendor: JACO1249 - JACOB LETOURNEAU				
JACOB LETOURNEAU	04/10/2024	BOOT REIMBURSEMENT	001-03-2012	100.00
JACOB LETOURNEAU	04/10/2024	JEAN REIMBURSEMENT	001-03-2012	50.00
Vendor JACO1249 - JACOB LETOURNEAU Total:				150.00
Vendor: KANS1638 - KANSAS SECRETARY OF STATE				
KANSAS SECRETARY OF STATE	04/04/2024	NOTARY PUBLIC RENEWAL - J...	001-02-2004	25.00
KANSAS SECRETARY OF STATE	04/04/2024	NOTARY PUBLIC RENEWAL - ...	001-02-2004	25.00
Vendor KANS1638 - KANSAS SECRETARY OF STATE Total:				50.00
Vendor: KEVI1633 - KEVIN DENNING				
KEVIN DENNING	04/29/2024	REFUND SENIOR CENTER REN...	001-00-5016	100.00
Vendor KEVI1633 - KEVIN DENNING Total:				100.00
Vendor: LANA1660 - LANA KASSIK				
LANA KASSIK	04/10/2024	REFUND SENIOR CENTER REN...	001-00-5016	100.00
Vendor LANA1660 - LANA KASSIK Total:				100.00
Vendor: MARG1116 - MARGO WALKER				
MARGO WALKER	04/29/2024	REFUND SENIOR CENTER REN...	001-00-5016	100.00
Vendor MARG1116 - MARGO WALKER Total:				100.00
Vendor: NOAH2052 - NOAH'S DONUT SHOP				
NOAH'S DONUT SHOP	04/04/2024	SENIOR CENTER - COFFEE & D...	001-12-2012	15.19
Vendor NOAH2052 - NOAH'S DONUT SHOP Total:				15.19
Vendor: SHANN1761 - SHANNON SMITH				
SHANNON SMITH	04/12/2024	REFUND COMMUNITY BUILDI...	001-00-5016	100.00
Vendor SHANN1761 - SHANNON SMITH Total:				100.00
Vendor: SIER1765 - SIERRA WEBBER				
SIERRA WEBBER	04/16/2024	REFUND LATCHKEY FEES - SU...	030-00-6004	100.00
Vendor SIER1765 - SIERRA WEBBER Total:				100.00
Vendor: SUSA1773 - SUSAN WILLIAMS				
SUSAN WILLIAMS	04/29/2024	REFUND HAC RENTAL DEPOSIT..	030-00-5016	50.00
Vendor SUSA1773 - SUSAN WILLIAMS Total:				50.00

Petty Cash Summary of Expenditures

Payable Dates: 4/1/2024 - 4/30/2024

Vendor Name	Payment Date	Description (Payable)	Account Number	Amount
Vendor: TERI1011 - TERI SANDERS				
TERI SANDERS	04/10/2024	POOL STARTUP MONEY	012-32-2012	420.00
Vendor TERI1011 - TERI SANDERS Total:				420.00
Grand Total:				1,755.12

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	1,035.12
010 - WASTEWATER FUND	150.00
012 - MUNICIPAL POOL	420.00
030 - RECREATION DEPARTMENT	150.00
Grand Total:	1,755.12

Account Summary

Account Number	Account Name	Payment Amount
001-00-5012	GENERAL MISCELLANEO...	8.00
001-00-5016	GENERAL BUILDING REN...	600.00
001-02-2004	POLICE OFFICE EXPENSE	50.00
001-03-2012	PARK MISCELLANEOUS	150.00
001-06-2012	MUN COURT MISCELLA...	180.00
001-12-2012	SR CENTER MISCELLANE...	15.19
001-20-2015	INSPECTION TRAINING/...	31.93
010-30-2016	SEWER UNIFORMS	150.00
012-32-2012	MUNICIPAL POOL MISCE...	420.00
030-00-5016	RECREATION DEPT RENT...	50.00
030-00-6004	RECREATION DEPT LATC...	100.00
Grand Total:		1,755.12

Project Account Summary

Project Account Key	Payment Amount
None	1,755.12
Grand Total:	1,755.12



SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this ___ day of _____, 2024, by and between the CITY OF HAYSVILLE, KANSAS (“City”), a municipal corporation, Phlox (“Contractor”), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City needs musical entertainment at a community event in the park; and
WHEREAS, Contractor is able to provide outdoor 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 entertainment as follows:

- Place of Engagement: 706 Sarah Lane, Haysville, Kansas
- Date of employment: Saturday, October 19, 2024
- Hours of Performance: 7:00 – 8:00pm.

City shall provide to Contractor:

- A cooler of iced bottled water at set up time, (appx. 8:00 a.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, October 19, 2024, from start of set up (appx. 6:00 p.m.) until conclusion of performance (appx. 8:00 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, October 19, 2024, the City agrees to forfeit, \$900, as a cancellation fee.

B. If the City cancels the performance due to inclement weather occurring on Saturday, October 19, 2024, the following cancellation payment schedule shall apply:

- if cancelled prior to 8:00 a.m. on October 19, the City agrees to pay full contract amount

C. If the Contractor cancels the performance for any reason prior to Saturday, October 19, 2024, 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, October 19, 2024 due to inclement weather on Saturday, October 19, 2024, 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 **\$900.00 (nine hundred) to be paid as follows: deposit of \$100.00, 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 Phlox.** 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



Phlox
Phlox, Apr 16, 2024 20:18 CDT






SERVICE PROVIDER AGREEMENT

Final Audit Report

2024-04-17

Created:	2024-04-09
By:	Robert Arneson (rarneson@haysville-ks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKgqNx7EjBaECW_ioD0tj7Yvftl04G-zN

"SERVICE PROVIDER AGREEMENT" History

-  Document created by Robert Arneson (rarneson@haysville-ks.com)
2024-04-09 - 7:10:27 PM GMT
-  Document emailed to Phlox (phlox.kansas@gmail.com) for signature
2024-04-09 - 7:10:31 PM GMT
-  Email viewed by Phlox (phlox.kansas@gmail.com)
2024-04-17 - 1:16:21 AM GMT
-  Document e-signed by Phlox (phlox.kansas@gmail.com)
Signature Date: 2024-04-17 - 1:18:08 AM GMT - Time Source: server
-  Agreement completed.
2024-04-17 - 1:18:08 AM GMT



SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this ___ day of _____, 2024, by and between the CITY OF HAYSVILLE, KANSAS ("City"), a municipal corporation, Sign of Jonah ("Contractor"), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City needs musical entertainment at a community event in the park; and
WHEREAS, Contractor is able to provide outdoor 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 entertainment as follows:

- Place of Engagement: 706 Sarah Lane, Haysville, Kansas
- Date of employment: Sunday, October 20, 2024
- Hours of Performance: 12:15 – 1:15pm.

City shall provide to Contractor:

- A cooler of iced bottled water at set up time, (appx. 10:00 a.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 Sunday, October 20, 2024, from start of set up (appx. 11:00 a.m.) until conclusion of performance (appx. 1:15 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 Sunday, October 20, 2024, the City agrees to forfeit, \$400, as a cancellation fee.

B. If the City cancels the performance due to inclement weather occurring on Sunday, October 20, 2024, the following cancellation payment schedule shall apply:

- if cancelled prior to 8:00 a.m. on October 20, the City agrees to pay full contract amount

C. If the Contractor cancels the performance for any reason prior to Sunday, October 20, 2024, 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 Sunday, October 20, 2024 due to inclement weather on Sunday, October 20, 2024, 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 **\$400.00 (400 hundred) to be paid as follows: 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 Sign of Jonah.** 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

Michael Kilpatrick
Michael Kilpatrick (Apr 18, 2024 13:51 CDT)

Sign of Jonah







SERVICE PROVIDER AGREEMENT

Final Audit Report

2024-04-18

Created:	2024-04-18
By:	Robert Arneson (rarneson@haysville-ks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASCffGslVKNdGqGfObDgOLTWY9xQ_n0l-

"SERVICE PROVIDER AGREEMENT" History

-  Document created by Robert Arneson (rarneson@haysville-ks.com)
2024-04-18 - 6:44:04 PM GMT
-  Document emailed to mvkil@hotmail.com for signature
2024-04-18 - 6:44:07 PM GMT
-  Email viewed by mvkil@hotmail.com
2024-04-18 - 6:49:17 PM GMT
-  Signer mvkil@hotmail.com entered name at signing as Michael Kilpatric
2024-04-18 - 6:51:37 PM GMT
-  Document e-signed by Michael Kilpatric (mvkil@hotmail.com)
Signature Date: 2024-04-18 - 6:51:39 PM GMT - Time Source: server
-  Agreement completed.
2024-04-18 - 6:51:39 PM GMT



CITY OF HAYSVILLE, KANSAS

TEMPORARY SPECIAL EVENT PERMIT APPLICATION

This is an application for (check only one):

All beverages sold in compliance with Chapter 3, Haysville Municipal Code.

☐ Temporary Special Event Permit for consumption of alcoholic liquor.

Special Event approved by Ordinance 1018, which requires the Governing Body to approve a T.S.E.P.A. all in accordance with K.S.A. 41-719 and K.S.A 41-2645. Attach a copy of State Issued Temporary Permit in lieu of sections #3 and #4 below.

☒ Temporary Special Event Permit for consumption of cereal malt beverage.

K.S.A. 41-2703(e), and Chapter 3, Article 1, Section 3(c) of the Haysville Code provide that a special event license may be issued for the sale of cereal malt beverages for consumption on the generally unpermitted premises of a special event site. Attach copy of approved CMB license.

Name of Special Event: Trivia Night

Requested date(s) of operation: July 17, 2024

Anticipated hours of operation of Special Event 7-10pm

SITE DESCRIPTION: The applicant shall define the special event site by 1) the address of a permanent structure, or common name of an outdoor location, and 2) the exact boundaries of the proposed site, including any outdoor areas directly adjacent to a structure to be used as part of a site. Include a photo of any site located outside a structure, and include a site plan showing type and height of boundary structure, ingress/egress, method of restricting juvenile access, restroom access, security placement, etc.

Haysville Activity Center Rental Room - Approved Location

1. Applicant Information

Name of Applicant: Haysville Recreation

Spouse's full name:

Date of birth:

Age:

SSN:

Place of Birth: (City)

(State)

(County)

Length of residency: (Haysville)

(State)

(County)

Current address: 523 Sarah Ln

City: Haysville

State: KS

ZIP Code: 67060

Mailing address:

City:

State:

ZIP Code:

Home Phone:

Mobile Phone:

Driver's License: (State)

#

2. Business Information

Name of Business:

Business address:

City:

State:

ZIP Code:

Business Phone:

Premises Owner Phone:

Name of Premises Owner:

Years of ownership:

Address of Premises Owner:

City:

State:

ZIP Code:

3. Citizenship

Are you a citizen of the United States? ☒ Yes ☐ No

Citizen by: By Birth ☒ Naturalization ☐

If naturalized give place and date of naturalization:

4. Criminal History

Within the past five years, have you ever been convicted of:

- | | | |
|---|-----------|-----------------------|
| 1) Felony? | Yes _____ | No ^x _____ |
| 2) A crime of Moral Turpitude?
(moral turpitude includes any act associated with prostitution, pandering, crimes opposed to decency, gambling) | Yes _____ | No ^x _____ |
| 3) Drunkenness? | Yes _____ | No ^x _____ |
| 4) Driving under the influence of intoxicating substance? | Yes _____ | No ^x _____ |
| 5) Violating any state or federal liquor law? | Yes _____ | No ^x _____ |

If the answer to any part of this section is "Yes" explain (use a separate sheet if necessary):

5. Insurance Certification

Permittee shall furnish a **Certificate of Insurance** evidencing coverage for any damage caused by Permittee, or Permittee's agents, servants, employees, guests, invitees, volunteers and/or individuals participating in the event(s) described herein. Such Certificate of Insurance shall name "City of Haysville, Kansas, and its officers, employees and agents" as additional insureds if such special event site is located on City property and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Said Certificate shall be submitted to the Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall also contain a clause agreeing to notify City of any material change or cancellation of insurance before such is effective. Failure of Permittee to provide City an approved Certificate of Insurance prior to use of above described recreational area, public area, facility or roadway, shall cancel and make void this permit. Permittee agrees to **indemnify and hold harmless City**, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of any streets, easements, structures or public areas within the City, and not caused by City negligence. City shall give to Permittee notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect Permittee. Permittee shall have the right to compromise and participate in the defense of the same to the extent of their own interests. **Tort Claims Applicability, Reimbursement for Damage:** I understand that the City of Haysville does not assume liability for any loss or damage associated with the aforescribed activity permitted to be operated within Haysville parks or in/on public property/roadways pursuant to this permit as part of a recreational or community event, and understand that this permit is approved subject to applicability of the provisions of K.S.A. 75-6104. Permittee shall reimburse City for any cost associated with damage to a public facility, area, or roadway that exceed normal or routine maintenance requirements. Upon review of the event scope, the Mayor or Chief Administrative Officer may waive or alter the insurance requirement.

The following additional requirements shall apply when determined applicable by authorized City Staff. Such additional requirements may require separate Agreement.

_____ Designated Parking Area	_____ Trash Containers	_____ Site Clean-up
_____ Portable Restrooms	_____ Barricades for Streets	_____ Security
_____ Other _____		

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. *By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is cause for revocation of the permit or license issued as a result thereof.*

Ciara Leach
Signature of Applicant

4/26/2024
Date

Signature of MAYOR/ or other Authorized Haysville Official Date

OFFICE USE ONLY

Date Received: 4/26/24 By: WS Fee: N/A Receipt #: N/A
Fees paid in association with rental of City facilities? Receipt # N/A
Permit approved: _____ Permit disapproved: _____ By: _____ Date: _____
Police Department Approval of Request: [Signature] Maintenance Department Approval of request: [Signature]
Recreation Department Approval of Request: WS
Date of Governing Body Approval of Special Event: _____ **ORDINANCE NUMBER 1018**

This document must be acknowledged by Notary Public before submission to City of Haysville, Kansas.

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing Application for Temporary Special Event Permit was acknowledged before me this 26 day of April A.D., 2020 by the individual listed above as the Applicant, and who signed as Applicant, who appeared before me and are personally known by me to be the parties named in the foregoing document.

Notary Public [Signature]

SEAL

My Appointment Expires: 10/6/25

