

CITY OF HAYSVILLE

Agenda

February 22, 2010

CALL TO ORDER

ROLL CALL

INVOCATION BY: Reverend David Vetter, West Haysville Baptist

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

- A. Minutes of February 8, 2010

ITEM #1 CITIZENS TO BE HEARD

- A. Jack Elgin Re: Haysville Masonic Lodge Portable Sign

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. RESOLUTION OF INTENT TO CONTRIBUTE TO NATURAL HAZARD MITIGATION AND TO WORK TOWARD DISASTER RESILIANCE.
- B. RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF HAYSVILLE, KANSAS.
- C. AN ORDINANCE CONCERNING THE AMENDMENT OF SECTION 17-314 OF THE CITY CODE OF HAYSVILLE, KANSAS, IN CONNECTION WITH ESTABLISHING THE FEE SCHEDULE FOR CEREAL MALT BEVERAGES, ALL WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. Court Activity Report for January

ITEM #5 OTHER BUSINESS

- A. Consideration of Contract Agreement with Haysville Swim Club
- B. Consideration of Contract Agreement with USD 261 (Campus Baseball Team)
- C. Consideration of Proposal to Analyze the Potential to Consolidate the Dispatch Function of Emergency Communications into the Sedgwick County Emergency Communications Center

ITEM #6 OLD BUSINESS

ITEM #7 DEPARTMENT REPORTS

- A. City Clerk (Activity Report for January) – Beverly Rodgers
- B. Governmental Services (Activity Report for January) – Carol Neugent
- C. Police (Activity Report for January) – Mike McElroy
- D. Public Works – Randy Dorner
- E. Recreation – Georgie Carter
- F. Sedgwick County Fire Department Report

ITEM #8 APPOINTMENTS

- A. Memorandum from City Clerk/Treasurer Beverly Rodgers Re: Appointment to Senior Advisory Board – Reverend Steven Dezotel

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

ITEM #11 BILLS TO BE PAID

- A. Bills to be Paid for the Last Half of February

ITEM #12 CONSENT AGENDA

ITEM #13 COUNCIL ITEMS

- A. Council Action Request Update
- B. Council Concerns Update
- C. New Council Concerns

ITEM #14 ADJOURNMENT

The Regular Council Meeting was called to order by Mayor Ken Hampton at 7:00 p.m. in the Haysville Municipal Building, 200 West Grand Avenue.

Roll was taken by Recording Secretary Camille Tullis: Pierce here, Crum here, Bradshaw here, Kanaga here, Ewert here, Slocum here, and Conrady here. Councilperson Rob Wilkerson was absent.

Invocation was given by Reverend Jay Lewis, First Christian Church.

Mayor Ken Hampton led everyone present in the Pledge of Allegiance.

Under Special Order of Business a presentation from WAMPO was scheduled but they had called and advised they could not make it and would be rescheduling for another meeting.

Under Presentation and Approval of Minutes, Mayor Ken Hampton presented for approval the Minutes of February 8, 2010.

Motion by Crum- Second by Kanaga

I'll make a motion to approve the minutes from February 8, 2010.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Under Citizens to be Heard Mayor Ken Hampton presented Sandy Harper, 340 W. 6th Re: Permission to use Riggs Park.

Sandy Harper introduced herself and Janet Parton and requested use of Riggs Park for October 15-17, the full weekend of the Fall Festival.

Motion by Bradshaw, Second by Ewert

I'll make a motion to approve the usage of Riggs Park for the Fall Festival for October 15, 16, 17.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

There were no Approval of Licenses and Bonds.

There were no Introduction of Ordinances and Resolutions.

Under Notices and Communications Mayor Ken Hampton asked for Governing Body Announcements.

Councilperson Steve Crum announced that Thursday February 18, 2010 from 1:30 p.m.- 7:30 p.m. the Haysville Library would be holding an Education Fair. Crum advised that there would be representatives from ten different colleges so persons that would be graduating from high school or just looking for a college would find out what they would

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offer. Crum also advised that he is hoping for a really good turn out and that the community would take advantage of it.

Councilperson Pat Ewert announced that the Senior Center would be closed on Monday February 15, 2010.

Mayor Ken Hampton presented a Memorandum from Director of Governmental Services Carol Nugent Re: New Hire, Camille Tullis.

Mayor Ken Hampton presented a Memorandum from Police Chief Mike McElroy Re: New Hire, Laura Hargrave.

Mayor Ken Hampton presented a Memorandum from Police Chief Mike McElroy Re: Transfer, Guy Mitchell.

Under Other Business Mayor Ken Hampton presented Consideration of Agreement with HASBA.

Recreation Director Georgie Carter presented the agreement and stated that it is similar to the ones that have been signed in the past and changes were highlighted in red. Carter stated most changes were dates and additional practices they had asked for to use the field. There were no questions from councilpersons on the changes.

Motion by Crum – Second by Ewert

I'd like to motion that we approve the contract between the City and HASBA for 2010 summer of Haysville softball and baseball.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented an Authorization for Park Board's request for Restroom in Riggs Park.

Director of Public Works Randy Dorner presented photos of the existing restrooms and explained that the Park Board requested that they be made ADA compliant. After looking at the existing restrooms Dorner explained that walk path was too narrow and the stalls could not support the ADA stool. Dorner then presented a diagram of how the proposed bathrooms would be next to the existing ones, and why the Park Board made the decision to look to build outside the existing building. Dorner advised that the new restrooms would be similar to the ones in the historic district. Dorner then explained how he had tried to get interest from local house builders and he had received two bids. Dorner reported the local supplier had also given a good price on blocks of Styrofoam, and the local plumber honored same price as last time which is about 50% cut in cost. Dorner said for the ADA door hardware they would be using the local supplier, and explained the benefit of the ADA hardware compared to the old. Dorner stated the electrical work would be supplied by the City's electrician and the cement would also be from a local

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supplier. Dorner said the signs, painting and materials would be done by City Crews and they would be painting the other bathrooms so they would match. Dorner stated that he had previously taken this to the Park Board and they had approved it to take to City Council to ask for \$19,500 to be approved out of the Fireworks Fund.

Councilperson Steve Crum wanted to make note if the other building bathrooms were to be made ADA compliant they would have had to tear a hole in one side of the building, and a urinal and part of the ladies restroom would be lost. Crum stated the old bathrooms are very hard to keep insulated and these restrooms will be much nicer for events like the Fall Festival due to having baby changing stations, a sidewalk to it, and we would still get to keep the old restrooms in addition the existing. Crum noted also that this would alleviate the problems the City had experienced in the past with people needing ADA approved restrooms.

Councilperson Derrick Slocum asked if it was going to have baby changing stations in both bathrooms, Dorner advised that there would be.

Councilperson Keith Pierce inquired to make sure that the proposed bathroom was in addition to the one already there. Dorner advised that it was. Dorner then explained that it made more sense to create new bathrooms due to the stumbling blocks experienced from the non ADA compliant bathrooms by not having large enough doors and area for wheel chairs.

Mayor Ken Hampton made note that in the motion they were only there to approve the amount of \$19,500.

Motion by Kanaga – Second by Ewert

I would like to approve \$19,500 from the Fireworks Fund to go to the new restroom facility.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented a memorandum from Director of Governmental Services Carol Neugent Re: City Hall/Old Library Remodel.

Director of Governmental Services Carol Neugent explained that in gathering documents in preparation for the audit City Clerk Beverly Rodgers came across an error in a memo that was submitted to Council February 13, 2009 regarding the selection of Law/Kingdon Architecture for the City Hall/Library Remodel project. The memo had stated that the Phase 1 contract with the architects was for \$14,250, when in fact it was for \$14,350 which was the amount approved by council when the bill came through. Carol Neugent then requested a motion to correct the amount to \$14,350.

Motion by Sandy Bradshaw – Second by Pierce

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I make a motion that we correct the amount stated on the Phase 1 contract from \$14,250 to \$14,350.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.
Motion declared carried.

Mayor Ken Hampton presented the Approval of 2010 Pool Manual.

Recreation Director Georgie Carter presented the changes in the Pool Manual advising that the changes will be highlighted in red. Carter stated that per Council's request last year they had reviewed the hours for the splash pad. Carter said the splash pad would now open April 15 until time the pool opens which would be May 29, and the hours would be daily from 9:00 a.m. to 10:00 p.m. for free. Carter stated when the pool opened the splash pad would be open from 9:00 a.m. to 1:00 p.m. daily; then during pool hours you would have to pay your admittance fee. Carter stated when the pool closes at 7:00 p.m. the splash pad will reopen for free until 10:00 p.m., and the splash pad would be free from 9:00 a.m. to 10:00 p.m. on weekends. Carter said the second change would be the Rainy Day Procedure, as they would no longer keep staff around if the pool would not open initially at 12:30 p.m. to save money. If the pool would not initially open then they would not open the pool the rest of the day, with the exception they could open later if the weather permitted at the discretion of the Recreation Director and Pool Manager. The rest of the changes Carter presented were mostly procedures concerning money bags and receipts they had tightened down in writing, and dates.

Councilperson Michael Conrady inquired as to why the Birthday Package was crossed out in the table on contents; if this would be offered in the future. Georgie Carter advised that she had taken it out because it had done very well the first year but last year it wasn't very popular. Carter advised, although it was taken out, it would be done by request.

Georgie Carter stated she also wanted to add that the August 16, 2010 close date for the pool is subject to change and she would advise if it does change.

Motion by Steve Crum – Second by Ewert

I'll ask that we go ahead and approve the 2010 Pool Manual.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.
Motion declared carried.

Mayor Ken Hampton then presented a memorandum from City Clerk Beverly Rodgers
Re: Disposal of Television Set.

City Clerk Beverly Rodgers stated that the old television set for the Haysville Senior Center was bought by the City a long time ago and has not been working properly. The television has been getting shadows in it, showing triple images making it very difficult to watch. Rodgers advised that the Fall Festival had bought the Senior Center a new television and they would like to dispose of the old one. Rodgers explained that the

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Senior Planning Committee would like permission to try and get rid of the old television by placing an advertisement in the newspaper and offering it for free.

Motion by Bradshaw - Second by Ewert

I'd like to make a motion that we allow the Senior Center to dispose of the old television set.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

There was no old business.

Mayor Ken Hampton asked for Department Reports.

City Clerk/Treasurer Beverly Rodgers had nothing to report.

Director of Governmental Services Carol Neugent had nothing to report.

Police Chief Mike McElroy had nothing to report.

Public Works Director Randy Dorner had nothing to report.

Recreation Director Georgie Carter wanted to remind everyone that there would be no school Thursday, Friday, and Monday and that there would be School Out Service days at the Haysville Activity Center. Carter advised that they would be taking registration for the Tiny Tot T-Ball program and the deadline would be February 17th; also spring soccer for 4 year olds through 5th grade and that deadline would be on February 27th. Carter also stated that yoga would be starting the following week.

There were no appointments.

There were no Off Agenda Citizens to be Heard.

Under Executive Session Mayor Ken Hampton asked for a motion to enter into an Executive Session for Attorney/Client Privilege (Not to Exceed 20 Minutes).

Motion by Pierce – Second by Ewert

I move that we retire into an Executive Session for the purpose of Attorney/Client Privilege for a time frame not to exceed 20 minutes. Those in attendance would be Council, the Mayor, City Attorney, Director of Governmental Services, and Director of Public Works.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Council went into an Executive Session at 7:22 p.m. and reconvened the meeting at 7:42 p.m. Mayor Ken Hampton asked for a motion.

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Motion by Bradshaw - Second by Ewert

I make a motion that Council would instruct that an appeal be filed on a recent decision by Sedgwick County on a former annexation by the City.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented for approval the Bills to be Paid for the First Half February.

Motion by Crum – Second by Ewert

I'd like to make a motion for the Bills for the First Half of February to be paid.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

There was nothing for the Consent Agenda.

Mayor Ken Hampton presented the Council Items and also asked for comments or new Council concerns.

Mayor Ken Hampton updated the Council on the Red Box issue that was previously brought up as a concern. The Mayor advised that it is still an ongoing issue and would still be waiting for a response.

Councilperson Michael Conrady inquired about the Dumpster near the pool due to seeing it overflowing with trash and having box springs and mattresses in it. Recreation Director Georgie Carter advised that she had seen the problem this past Friday and had the dumpster and trash removed. Carter then advised that they were considering leaving it there for only May through August and during the off times putting up a fence to prevent trash from being accumulated there.

Councilperson Sandy Bradshaw wanted to thank Public Works for fixing the lights in the City Hall parking lot.

Councilperson Steve Crum inquired into a previous concern he had about security when the band shell is rented out. Crum advised that he would like the person renting out the band shell to provide security. City Clerk Beverly Rodgers advised that she would get with the City Attorney and see what they could come up with.

Mayor Ken Hampton presented for approval Adjournment.

Motion by Pierce – Second by Ewert

I move we adjourn tonight's meeting.

Pierce yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

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Meeting Adjourned at 7:47 p.m.

Beverly Rodgers, City Clerk



CITY OF HAYSVILLE, KANSAS

200 W. GRAND AVENUE - P.O. BOX 404 - HAYSVILLE, KS 67060
(316) 529-5900 - FAX (316) 529-5925 - WWW.HAYSVILLE-KS.COM

MEMORANDUM

To: The Honorable Mayor Ken Hampton
City Council Members

From: Planning/Community Relations Coordinator Jeana Morgan

Subject: Masonic Lodge Portable Sign

Date: February 18, 2010

MAYOR

KEN HAMPTON

CITY COUNCIL

WARD I

KEITH PIERCE
MIKE CONRADY

WARD II

ROB WILKERSON
DERRICK K. SLOCUM

WARD III

STEVEN G. CRUM
PAT EWERT

WARD IV

SANDY BRADSHAW
MIKE KANAGA

The Haysville Masonic Lodge is requesting permission to periodically place a portable sign on public property located south of Grand Avenue between the railroad tracks and Main Street in accordance to 16B-204(a)(8) of the City Code.

The Masonic Lodge hosts a monthly breakfast in addition to other events at their facility on South Main Street. They are requesting permission to place their portable sign on the City's property near Grand Avenue to both advertise their event(s) and direct traffic to the event(s). Typically their sign is placed two days prior to an event and removed immediately following the event. In 2005 Council directed the Lodge to make this request annually.

Attached is a copy of Section 16B-204(a)(8) and a site map. If you have any questions, please contact me.


Jeana M. Morgan, Coordinator
Planning/Community Relations

upon a building for support and which projects more than 12 inches from such building.

(6). Temporary Sign: A sign in the form of a banner, pennant, valance or advertising display constructed of fabric, card board, wall-board or other light weight materials, with or without a frame, intended for temporary display of not more than 30 days, four times per calendar year.

(7). Wall Sign: A sign fastened to or painted on a wall of a building or structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such building.

(8). Billboard Sign: Any sign or advertisement used as an outdoor display for the purpose of making anything know, the origin or point of sale of which is remote from the display.

(Ord. 901;Code 2007; Code 2010)

16B-204 EXEMPTIONS.

(a) The following signs shall be exempt from the requirements of this Article:

(1) Signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, hazards, parking, swimming, dumping, etc.

(2) Flags or emblems of a government or of a political, civic, philanthropic, educational or religious organizations, when displayed on private property.

(3) Directional/Informational signs, not exceeding six square feet in area, displayed on private property.

(4) Address numerals and other signs required to be maintained by law, rule or regulation; provided, that the content and size of a sign does not exceed such requirements.

(5) Memorial signs which are displayed on private property.

(6) Scoreboards in athletic fields or stadiums.

(7) Political campaign signs, not exceeding six square feet in gross surface area, which are displayed on private property and not otherwise in the public right-of-way. Such signs must be removed 48 hours after a candidate is elected to office or is eliminated from further participation in the election as a candidate, with similar provisions for bond issues and other ballot issues. Such signs may also be displayed as advertising signs where permitted by Section 16B-210.

(8) Portable signs promoting an event sponsored by a government, civic, educational or religious organization, not exceeding 32 square feet in gross surface area, which are displayed on private property. Such signs must be removed 72 hours after the event being promoted. Such signs may be placed on public property, public rights-of-way and public easements with permission from the Governing Body.

(9) Window displays and temporary on-site signs placed in or



**A RESOLUTION OF INTENT TO CONTRIBUTE TO NATURAL HAZARD MITIGATION AND TO WORK
TOWARD DISASTER RESILIANCE**

RESOLUTION NO. _____

WHEREAS, the City of Haysville recognizes the risk from hazards inherent to its jurisdiction, including weather related hazards, technological hazards and accidents or unlawful threats and recognizes the importance preventing or limiting their impact to reduce human suffering, property damage, interruption of services and economic losses caused by those hazards; and

WHEREAS, the City of Haysville has in place an emergency response plan to address such hazards,

WHEREAS, the City of Haysville has adopted local building codes, fire codes, floodplain management regulations, zoning ordinances, and stormwater management regulations to minimize the impact of natural hazards; and

WHEREAS, the City of Haysville was an active participant in the update of the 2009-2014 Sedgwick County's Multi-Jurisdiction Hazard Mitigation Plan, which received federal approval on July 20, 2009,

WHEREAS, the 2009-2014 Sedgwick County's Multi-Jurisdiction Hazard Mitigation Plan guides participating municipalities and special districts in their efforts to become disaster-resistant focusing on prevention, not just on preparedness, response and recovery,

WHEREAS, by participating in this multi-jurisdictional hazard mitigation plan, the City of Haysville has met federal eligibility requirements for pre and post disaster hazard mitigation assistance funds;

WHEREAS, the City of Haysville will implement relevant precepts of the mitigation plan in cooperation with community partners and by incorporation of relevant information into other plans, policies and capital outlays where appropriate; and

WHEREAS, the City of Haysville will participate in the evaluation and review of the Plan after a disaster as well as complete a five-year update as required by the Federal Emergency Management Agency; and

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

The City of Haysville hereby reaffirms its support to the Sedgwick County Multi-Jurisdictional Hazard Mitigation Plan development process, and adopts said plan hereto for the purpose of building a safer environment by reducing natural hazard vulnerability.

This resolution is hereby adopted by the City of Haysville on February 22, 2010

Attest:

Ken Hampton, Mayor

Beverly Rodgers, City Clerk

RESOLUTION NO. 10-__

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF HAYSVILLE, KANSAS.

WHEREAS, the City of Haysville, Kansas (the “Issuer”), has heretofore authorized certain internal improvements described as follows (the “Improvements”):

Description	Ord/ Res. No.	Authority (K.S.A.)	Amount
River Forest 2 nd Addition – Water Line Improvements (Phase 1)	08-04	12-6a01 <i>et seq.</i>	\$ 106,170.03
River Forest 2 nd Addition – Sanitary Sewer Improvements (Phase 1)	08-06	12-6a01 <i>et seq.</i>	150,696.53
River Forest 2 nd Addition – Paving & Drainage Improvements (Phase 1)	08-08	12-6a01 <i>et seq.</i>	448,785.42
River Forest 2 nd Addition – Storm Water Drain Improvements	08-14	12-6a01 <i>et seq.</i>	701,132.07
County Lakes Addition – Sanitary Sewer Relocation (Phase 2)	03-29	12-6a01 <i>et seq.</i>	128,716.14
Mimosa Street – Paving & Drainage	08-11	12-6a01 <i>et seq.</i>	144,419.54
Municipal Parking Lot – Paving & Drainage	09-01	12-6a01 <i>et seq.</i>	347,084.72
Stormwater Drainage Improvements	936	12-631r(a) <i>et seq.</i>	530,335.85
Public Building Improvements	09-10	12-1736 <i>et seq.</i>	<u>1,500,000.00</u>
Total			<u>\$4,057,340.30</u>

; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the Issuer proposes to issue \$4,055,000 of its general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer desires to issue its general obligation bonds in order to retire the Issuer's Temporary Notes which were issued to temporarily finance a portion of the costs of the Improvements; and

WHEREAS, the Issuer, has selected the firm of George K. Baum & Company, Wichita, Kansas (“Financial Advisor”), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order in order to provide funds to retire the Issuer's temporary notes which were issued to temporarily finance a portion of the costs of the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds 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 said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Issuer's General Obligation Bonds, Series 2010 (the "Bonds") described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date.

Section 2. The Preliminary Official Statement, dated February 22, 2010, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Bonds.

Section 3. The Clerk, in conjunction with the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel"), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Sedgwick County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on such date, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" 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; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds 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 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Financial Advisor is hereby authorized to submit a bid or participate in a syndicate submitting a bid for the purchase of the Bonds.

Section 7. 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 public sale of the Bonds. Such officials are also directed and authorized to make provision for payment and/or redemption of the following described temporary notes of the Issuer from proceeds of the Bonds and other available funds:

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
A, 2008	09/15/2008	09/01/2010	\$1,500,000	\$1,500,000	\$1,500,000	04/21/2010
A, 2009	01/01/2009	01/01/2011	462,000	462,000	462,000	04/21/2010
B, 2009	04/15/2009	04/15/2011	380,000	380,000	380,000	04/21/2010
C, 2009	07/01/2009	07/15/2011	78,500	78,500	78,500	04/21/2010

Section 8. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on February 22, 2010.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

February 22, 2010

To:

Re: \$4,055,000 City of Haysville, Kansas, General Obligation Bonds, Series 2010

Ladies and Gentlemen:

The undersigneds are the duly acting Mayor and Clerk of the City of Haysville, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

Very truly yours,

CITY OF HAYSVILLE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF BOND SALE

\$4,055,000

CITY OF HAYSVILLE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2010**

(GENERAL OBLIGATION BONDS PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Written and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”), of the City of Haysville, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer, in the case of written bids, at the address hereinafter set forth, and in the case of electronic bids, via PARITY® until 2:00 P.M., Central Daylight Time (the “Submittal Hour”), on

MARCH 22, 2010

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds will be acted upon by 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 Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated April 15, 2010 (the “Dated Date”), and will become due in principal installments on October 1 in the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2011	\$190,000	2021	\$115,000
2012	270,000	2022	125,000
2013	275,000	2023	125,000
2014	285,000	2024	130,000
2015	290,000	2025	140,000
2016	305,000	2026	85,000
2017	315,000	2027	90,000
2018	325,000	2028	95,000
2019	340,000	2029	100,000
2020	350,000	2030	105,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2011 (the "Interest Payment Dates").

Place of Payment. The principal of and interest on the Bonds 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 "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Bond Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as 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 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.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas. The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for 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, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in "book entry" form and 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 Bonds. During the term of the Bonds, 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 Bonds to DTC or its nominee as the Registered Owner of the Bonds, 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 Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds 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 (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, 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 Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of

the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds or portions thereof maturing on October 1 in the years 2020, and thereafter, will be subject to redemption and payment prior to maturity on October 1, 2019, 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 date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY[®].

Notice and Effect of Call for 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 maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the original purchaser of the Bonds. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds 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 Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.]

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 12-631r *et seq.*, K.S.A. 12-6a01 *et seq.* and K.S.A. 12-1736 *et seq.*, as amended, and an ordinance and resolution adopted by the governing body of the Issuer (jointly the "Bond Resolution") for the purpose of paying a portion of the cost of certain internal improvements (the "Improvements"). The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of said 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, with the balance payable 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 Bonds as the same become due.

Submission of Bids. Written bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked "Proposal for General Obligation Bonds, Series 2010." Written bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to **(316) 264-9370**. Confirmation of receipt of facsimile 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 Bond Sale. If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately, provided such Deposit is received by the Issuer or the Financial Advisor prior to the Submittal Hour on the Sale Date. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

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 Bonds 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 Bonds of the same maturity year; (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 Bonds are sold, plus 5%; and (c) no supplemental interest payments will be considered. The difference between the highest rate specified and the lowest rate specified cannot exceed 3.00%. No bid shall be for less than 100% of the principal amount of the Bonds 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 Bonds on the basis of such bid, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid and the average annual net interest rate (expressed as a percentage) 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 Bonds, it will provide the certification as to initial offering prices described under the caption “Certification as to Offering Price” in this Notice.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit (the Deposit”) in the amount of \$81,100 payable to the order of the Issuer to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. The Deposit, *which must be received by the Issuer or the Financial Advisor prior to the Submittal Hour*, may be submitted in any of the following forms:

- (a) certified or cashier's check drawn on a bank located in the United States of America; or
- (b) financial surety bond as hereinafter described (the "Surety Bond").

All Surety Bonds must be from an insurance or surety company rated “AA” by Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc., or “Aa” by Moody's Investors Service and licensed to issue such a surety bond in the State of Kansas. The Surety Bond must identify each bidder whose deposit is guaranteed by such Surety Bond. Good Faith checks submitted by unsuccessful bidders will be returned in the same manner received on the next business day following the Sale Date. If the sale of the Bonds is awarded to a bidder utilizing a Surety Bond, the successful bidder is required to submit to the Issuer a cashier's or certified check or wire transfer of immediately available federal funds to such financial institution requested by the Issuer, not later than 2:00 p.m., Central Daylight Time on the next business day following the Sale Date. If such funds are not received by such time, the Surety Bond may be drawn on by the Issuer to satisfy the Deposit requirement. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the

successful bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the successful bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the successful bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the successful bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. Subject to the timely receipt of the Deposit set forth above, the award of the Bonds will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any, from the total interest cost to the Issuer. The Issuer or its Financial Advisor will compute the net interest cost based on such bids. If there is any discrepancy between the net interest cost specified and the interest rates specified, the specified net interest cost shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest net interest cost 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 be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute.

The Issuer's acceptance, including electronic acceptance through PARITY[®], of the successful bidder's proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the successful bidder for purposes of the laws of Kansas.

Bond Ratings. The Issuer has **not** applied for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds, 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 Bonds, a commitment from the selected insurer must be attached to such 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 Bonds, but neither the failure to print such number on any Bond 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 Bonds in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for printing the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **APRIL 20, 2010** (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 Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Certification as to Offering Prices. To provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the successful bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Bonds, a certificate regarding the “issue price” of the Bonds (as defined in Section 148 of the Code), reflecting the initial offering prices (excluding accrued interest and expressed as dollar prices) at which a substantial amount (*i.e.*, 10% or more) of the Bonds of each maturity have been or are expected to be sold to the public. The information necessary to complete such certificate shall be provided to the Issuer or the Financial Advisor not more than 30 minutes after notification by the Issuer or its Financial Advisor of the award of the Bonds to such successful bidder. The term “public” excludes bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers. Such certificate shall state that 10% or more of the Bonds of each maturity have been or are expected to be sold to the public at prices no higher than such initial offering prices. However, such certificate may indicate that the successful bidder will not offer the Bonds for sale to the public.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated February 22, 2010, “deemed final” by the Issuer except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the successful bidder, without cost, within seven business days of the acceptance of the successful bidder's proposal, 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 15c2-12(b)(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (jointly the “Rules”). Additional copies may be ordered by the successful bidder at its expense. The Issuer's acceptance, including electronic acceptance through PARITY[®], of the successful bidder's proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a contract between the Issuer and the successful bidder for purposes of the Rules.

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. In the Bond Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to designated repositories and the Municipal Securities Rulemaking Board, as applicable. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2009, is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$54,262,203
Tangible Valuation of Motor Vehicles	<u>10,462,197</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$64,724,400

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$22,805,000. Temporary notes in the principal amount of \$2,420,500 will be retired out of proceeds of the Bonds and other available funds, which will reduce the outstanding general obligation indebtedness of the Issuer to \$20,385,000.

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the successful bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the exclusion of the interest on the Bonds from gross income for federal income tax purposes and from computation of Kansas adjusted gross income. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: February 22, 2010.

CITY OF HAYSVILLE, KANSAS
By Beverly Rodgers, Clerk

Written Bid and Good Faith Deposit Delivery Address:

City Hall
200 W. Grand, P.O. Box 404
Haysville, Kansas 67060-0404
Phone No. (316) 529-5900
Fax No. (316) 529-5925
Email: brodgers@haysville-ks.com

Financial Advisor, Facsimile Bid and Good Faith Deposit Delivery Address:

George K. Baum & Company
100 N. Main, Suite 810
Wichita, Kansas 67202
Attn: Charles M. Bouilly
Phone No. (316) 264-9351
Fax No. (316) 264-9370
Email: bouilly@gkbaum.com

SUMMARY NOTICE OF BOND SALE

\$4,055,000

CITY OF HAYSVILLE, KANSAS GENERAL OBLIGATION BONDS, SERIES 2010

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. SUBJECT to the Notice of Bond Sale dated February 22, 2010, written and electronic bids will be received on behalf of the Clerk of the City of Haysville, Kansas (the "Issuer") in the case of written bids, at the address set forth below, and in the case of electronic bids, through **PARITY**[®] until 2:00 P.M., Central Daylight Time, on **MARCH 22, 2010** for the purchase of the above-referenced bonds (the "Bonds"). No bid of less than 100% of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered.

Bond Details. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated April 15, 2010, and will become due on October 1 in the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2011	\$190,000	2021	\$115,000
2012	270,000	2022	125,000
2013	275,000	2023	125,000
2014	285,000	2024	130,000
2015	290,000	2025	140,000
2016	305,000	2026	85,000
2017	315,000	2027	90,000
2018	325,000	2028	95,000
2019	340,000	2029	100,000
2020	350,000	2030	105,000

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2011.

Book-Entry-Only System. The Bonds shall be registered under a book-entry-only system administered through DTC.

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

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit in the form of a cashier's or certified check drawn on a bank located in the United States of America, a qualified financial surety bond in the amount of \$81,100.

Delivery. The Issuer will pay for printing the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **April 20, 2010**, to DTC for the account of the successful bidder.

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2009, is \$64,724,400. The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$22,805,000.

Approval of Bonds. The Bonds will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, whose approving legal opinion as to the validity of the Bonds

will be furnished and paid for by the Issuer, printed on the Bonds and delivered to the successful bidder as and when the Bonds are delivered.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: February 22, 2010.

Written Bid and Good Faith Deposit Delivery Address:

City Hall
200 W. Grand, P.O. Box 404
Haysville, Kansas 67060-0404
Phone No. (316) 529-5900
Fax No. (316) 529-5925
Email: brodgers@haysville-ks.com

Financial Advisor, Facsimile Bid and Good Faith Deposit Delivery Address:

George K. Baum & Company
100 N. Main, Suite 810
Wichita, Kansas 67202
Attn: Charles M. Bouilly
Phone No. (316) 264-9351
Fax No. (316) 264-9370
Email: bouilly@gkbaum.com

OFFICIAL BID FORM
 PROPOSAL FOR THE PURCHASE OF CITY OF HAYSVILLE, KANSAS
 GENERAL OBLIGATION BONDS

TO: Beverly Rodgers, Clerk
 City of Haysville, Kansas

March 22, 2010

For \$4,055,000 principal amount of General Obligation Bonds, Series 2010, of the City of Haysville, Kansas, to be dated April 15, 2010, as described in your Notice of Bond Sale dated February 22, 2010, said Bonds to bear interest as follows:

<u>Stated</u> <u>Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Stated</u> <u>Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>
2011	\$190,000	_____ %	2021	\$115,000	_____ %
2012	270,000	_____ %	2022	125,000	_____ %
2013	275,000	_____ %	2023	125,000	_____ %
2014	285,000	_____ %	2024	130,000	_____ %
2015	290,000	_____ %	2025	140,000	_____ %
2016	305,000	_____ %	2026	85,000	_____ %
2017	315,000	_____ %	2027	90,000	_____ %
2018	325,000	_____ %	2028	95,000	_____ %
2019	340,000	_____ %	2029	100,000	_____ %
2020	350,000	_____ %	2030	105,000	_____ %

the undersigned will pay the par value of the Bonds plus accrued interest to the date of delivery, plus a total premium in the amount set forth below.

Total interest cost to maturity at the rates specified \$ _____
 Premium (if any) (\$ _____)
 Net interest cost \$ _____
 Average annual net interest rate _____ %

The Bidder elects to have the following Term Bonds:

<u>Maturity Date</u>	<u>Years</u>	<u>Amount</u>
October 1, _____	_____ to _____	\$ _____
October 1, _____	_____ to _____	\$ _____

subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in said Notice of Bond Sale, and if the undersigned is the successful bidder, the undersigned will comply with all of the provisions contained in said Notice. A cashier's or certified check or a qualified financial surety bond in the amount of \$81,100 payable to the order of the Issuer, accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer shall constitute a contract between the Issuer and the successful bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of Kansas.

Submitted by: _____

[LIST ACCOUNT MEMBERS ON REVERSE]

By: _____

Telephone No. (____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Haysville, Kansas, the above proposal is hereby accepted on March 22, 2010.

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. Sealed bids may be filed with the Clerk, Beverly Rodgers, City Hall, 200 W. Grand, P.O. Box 404, Haysville, Kansas 67060-0404, facsimile bids may be filed with George K. Baum & Company, Fax No. (316) 264-9370 or electronic bids may be submitted via **PARITY**[®], at or prior to 2:00 P.M., Central Daylight Time, on March 22, 2010. Any bid received after such time will be returned to the bidder.

(First published in The Haysville Sun-Times on _____, 2010.)

ORDINANCE NO: _____

AN ORDINANCE CONCERNING THE AMENDMENT OF SECTION 17-314 OF THE CITY CODE OF HAYSVILLE, KANSAS, IN CONNECTION WITH ESTABLISHING THE FEE SCHEDULE FOR CEREAL MALT BEVERAGES, ALL WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.

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

SECTION 1: Amending Section 17-314 of the Haysville Code.

Section 17-314 of the Code of Haysville, Kansas is amended to read as follows:

17-314. CEREAL MALT BEVERAGES. The annual license fees required for the sale at retail of cereal malt beverages, as required by section 3-103 of this code, shall be as provided in this section.

(a) General Retailer. For each place of business selling cereal malt beverages at retail (as set forth within K.S.A. 41-2702(d)(1)) there shall be an initial license fee of one hundred and fifty dollars (\$150.00) which shall be valid for the balance of the calendar year for which it was issued. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year. An annual renewal fee shall be one hundred and fifty dollars (\$150.00) if the renewal license fee is paid prior to November 30th of the year prior to which the license shall be valid; and two hundred dollars (\$200.00) if the renewal license fee is paid any time after November 30th of the year prior to which the license shall be valid.

(b) Limited Retailer. Each place of business selling cereal malt beverages (as set forth within K.S.A. 41-2702(g)) at retail in original and unopened containers, and not for consumption on the business premises, shall pay an initial license fee of fifty dollars (\$50.00) which shall be valid for the balance of the calendar year for which it was issued. An annual renewal fee shall be fifty dollars (\$50.00) and shall be due and collectable any time after November 30th of the year prior to which the license shall be valid. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year.

(c) The annual license fee for such license shall be in addition to the State Stamp fee of \$25 mandated by K.S.A. 41-2702(e).

(d) The full amounts of the license fees established by this section shall be paid regardless of the time of the year in which the application is made, and the licensee shall be authorized to operate under said license only for the remainder of the calendar year in which the license is issued. No refunds

shall be paid in the event a licensee ceases to do business prior to the end of the calendar year in which the fee was paid.

(e) Non-transferability. No license issued under this section shall be transferable to any person, or entity.

(f) Change of location. The fee assessed for changing the location of a business for which a cereal malt beverage license has been issued as provided for by Section 3-113 of this code shall be ten dollars (\$10.00).

SECTION 2: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Passed by the City Council this ____ day of _____, 2010.

Approved by the Mayor this ____ day of _____, 2010.

MAYOR KEN HAMPTON

ATTEST:

CITY CLERK, Beverly Rodgers

SEAL

Court Department Activity Report

JANUARY 2010

NUMBER OF CASES FILED DURING MONTH

RECKLESS DRIVING	<u>4</u>
DUI	<u>4</u>
FLEE OFFICER	<u>2</u>
OTHER TRAFFIC VIOLATIONS	<u>54</u>
CRIMES AGAINST PERSONS	<u>8</u>
CRIMES AGAINST PROPERTY	<u>2</u>
CIGARETT/TOBACCO VIOLATION	<u>1</u>
OTHER CRIMES	<u>10</u>
 TOTAL FILINGS THIS MONTH	 <u>85</u>

NUMBER OF CASES DISPOSED OF DURING MONTH

	DUI	ALL OTHER CASE
GUILTY PLEAS	<u>4</u>	<u>61</u>
BOND FORFEITURES	<u>0</u>	<u>0</u>
TRIALS (PLEA NOT GUILTY)	<u>0</u>	<u>4</u>
DIVERSION AGREEMENTS	<u>3</u>	<u>6</u>
NOTICES OF APPEAL TO THE DISTRICT COURT	<u>0</u>	<u>0</u>
 CASES FOR THE MONTH	 <u>7</u>	 <u>71</u>

PHONE (CALLS) 300

IN JAIL ON WARRANTS OTHER THAN HAYSVILLE	
JAIL VIDEO	<u>9</u>
ADDITIONAL TO JAIL FROM OUR COURT	<u>5</u>

TOTAL CASES PROCESS THROUGH COURT FOR THE MONTH 163



CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 7106 S BROADWAY/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 – (316) 529-5922 (316) 529-5923 – FAX

MEMORANDUM

TO: Mayor Ken Hampton
Council Members

FROM: Georgie Carter, Recreation Director

DATE: February 22, 2010

RE: Contract Agreement with Haysville Swim Club

Attached is the contract agreement between the City of Haysville and the Haysville Swim Club for use of the Dewey Gunzelman Swimming Pool for 2010. Changes are highlighted in red for easy reference. This is before you for your consideration.



CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 7106 S BROADWAY/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 – (316) 529-5922 (316) 529-5923 – FAX

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 2010 by and between the **City of Haysville, Kansas (City)**, and the **Haysville Swim Club (HSC)**.

WHEREAS, The **City** owns and operates a Swimming Pool Facility commonly known as Dewey Gunzelman Memorial Swimming Pool, located at 525 Sarah Lane, Haysville, KS; and

WHEREAS, The Dewey Gunzelman Memorial Swimming Pool Facility consists of an Olympic size lap pool, an intermediate pool, a baby pool, two (2) diving boards, a ninety (90) foot waterslide, a double tube slide, a banana slide, and a splash pad;

WHEREAS, **HSC** desires to obtain the right to use the Olympic size lap pool, intermediate pool and diving boards for swim practices and **three (3)** home league swim meets and the **City** is willing to permit the same upon the terms and conditions provided for herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the **City** and **HSC** agree as follows:

- I.** **City** agrees and does hereby allow **HSC** use of the Olympic size lap pool, intermediate pool and diving boards and necessary appurtenances for said swim practices, commencing on **May 26, 2010 and continuing through July 16, 2010**, as follows: Monday through Saturday mornings from 8:00-9:30 am, Monday and Thursday evenings from 8:15-10:00 pm during the months of May and June, and Monday evenings from 8:15-10:00 pm during the month of July.

The terms hereof shall apply to the practice and meet dates and facilities specified within this Agreement only. Any additional practice or meet times must be negotiated separately with the Recreation Director.
- II.** **City** agrees and does hereby allow **HSC** use of the Olympic size lap pool, intermediate pool and diving boards and necessary appurtenances for home league meets on **June 22, 29 and July 6, 2010**. **City** agrees to close the pool to the public at 4:00 pm on said dates to allow **HSC** to prepare for and conduct said meets.
- III.** **HSC** will operate the concession stand during the swim team meets. **HSC** shall remit 10% of its net profits from the sale of concessions to the City by **September 17, 2010**.
- IV.** Should **HSC** opt to operate the concessions at the Dewey Gunzelman Facility during the swim meet finals, **HSC** shall be responsible for cleaning the concession area at the

conclusion of the event. Additionally, **HSC** may place a grill outside the fence for use associated with concession operation. A vehicle may be used to unload/load the grill but may not be parked on the grass during the meet. **All beverage products sold must be PEPSI products.**

- V.** **HSC** will be responsible for renting/obtaining bleachers and canopies for the swim meet finals. The **City** will allow the canopies in the grass but the canopies cannot block the walking path. The bleachers will be placed along the north side of the fence. Driving on the grass will be allowed to unload/load equipment only.
- VI.** **HSC** shall be responsible for hiring and paying lifeguards for both regular swim meets and the swim team final meet. During the final meet a lifeguard shall be posted in the splash pad area to monitor that it is used in a safe manner. If guards employed by the **City** are hired by **HSC**, the **City** will initially pay such guards wages but will be reimbursed by **HSC** within ten (10) calendar days for such guards' wages. **HSC** is responsible for recruiting and scheduling the guards.
- VII.** **City** agrees to allow **HSC** to rent the pool for a season-end swim party if **HSC** so desires; provided, however, that to exercise this right to rent, **HSC** must, no later than **May 1, 2010** make a written request to exercise the right. Such written request must identify the proposed date of rental. **HSC** will need to fill out a Pool Rental Application requesting their pool party date and return form to the **HAC**. **HSC** agrees to follow all rental rules and information and to pay pool rental fees and applicable deposits.
- VIII.** The following general provisions shall be followed by the parties regarding the care and maintenance of the **City's** swimming pool facilities pursuant to this Agreement.
 - A.** **HSC** is responsible for picking up the trash in and around the pool facility and parking lot and for emptying all trash cans into trash dumpster.
 - B.** **City** will provide trash service and receptacles for home league meets. **City** will provide trash service and receptacles for the final meet, but **HSC** agrees to pay for an additional dumpster and carts, as well as a trash pickup on the Monday following the final meet.
 - C.** **HSC** shall put out and take down lane ropes before and after each practice and swim meet.
 - D.** **City** will make sure bathrooms are cleaned and restocked prior to any **HSC** meet as described above. **HSC** shall restock all toilet paper and paper towels and clean bathrooms after all swim meets.
 - E.** **HSC** shall reimburse **City** for any costs associated with damage to the pool and/or facility that exceed normal or routine maintenance requirements.
 - F.** **All** vehicles, including **RV's** shall be parked in the parking lot. Overflow parking will be allowed in the field directly north of the pool. Parking will not be allowed in the grassy area directly around the pool.

- G.** HSC shall provide adequate personnel to supervise all activities, including the splash pad as set forth herein.
- VII.** HSC shall provide the **City** with proof of insurance, \$500,000 minimum, naming the City of Haysville as insured to cover pool, land, or liability for all League sanctioned activities.
- VIII.** HSC agrees to such other requirements as may be deemed appropriate by the City to promote the best usage of facilities including:
- A.** HSC shall provide an end of season report specifying the number of youths participating in each age group and also specifying the numbers of participants who are Haysville residents, USD 261 residents, or nonresidents, no later than **September 17, 2010**.
 - B.** HSC shall provide a financial statement to the **City** for the 2010 swim season detailing the expenditures and revenues of **HSC** by **September 17, 2010**.
 - C.** HSC shall provide the **City** with a copy of their current by-laws at the time of the submission of their financial statement.
 - D.** HSC shall provide the **City** with proof of insurance, \$500,000 minimum, naming the City of Haysville as insured to cover pool, land, or liability for all League sanctioned activities.
 - E.** All Documentation requested by this Agreement shall be submitted either in person or by certified mail to: Recreation Director, Haysville Recreation Department, 7106 S. Broadway, Haysville, Kansas, 67060.
- IX.** HSC and its individual officers and members, hereby agree to defend, indemnify and hold harmless **City** for any damage to city property by any person or persons participating in or attending the Club sanctioned activities and to pay any costs of defense associated with claims brought against City arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees.
- X.** HSC and its individual officers and members, hereby agree to relieve and discharge and release **City**, its agents and employees from all responsibility for any injury, damage or loss to the property or person of any person participating in or attending the Club sanctioned activities and to indemnify and hold harmless the **City**, its agents and employees from any claim, lawsuits, etc. arising out of Club's use of the pool.
- XI.** This agreement may be canceled and/or terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.
- XII.** This agreement may be modified, changed, or amended only as may be mutually agreed in writing between **City** and **HSC**. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein.

- XIII.** If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such convent, condition, or provision does not materially prejudice either **HSC** or **City** in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XIV.** It is understood and agreed that **HSC** shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of **City**.
- XV.** The provisions herein shall inure to the benefit and be binding on parties hereto.

This agreement is hereby executed as of the date first above written.

CITY OF HAYSVILLE, KANSAS

HAYSVILLE SWIM CLUB

Ken Hampton, Mayor

President

ATTEST:

SEAL

Beverly Rodgers, City Clerk



CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 7106 S BROADWAY/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 – (316) 529-5922 (316) 529-5923 – FAX

MEMORANDUM

TO: Mayor Ken Hampton
Council Members

FROM: Georgie Carter, Recreation Director

DATE: February 17, 2010

RE: Contract Agreement with USD 261 (Campus Baseball Team)

Attached is the contract agreement between the City of Haysville and the Unified School District No. 261 for use of Plagens-Carpenter Sports Complex for practices and games during the 2010 Campus baseball season. Changes made to agreement are highlighted in red for easy reference.

This is before you for your consideration.



CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT – 7106 S BROADWAY/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 – (316) 529-5922 (316) 529-5923 – FAX

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, **2010**, by and between the **City of Haysville, Kansas (City)**, and the **Unified School District No. 261 (“District”)**.

WHEREAS, **City** owns and operates a developing Sports Complex commonly known as Plagens-Carpenter Sports Complex (Sports Complex) located at 665 West 63rd Street South, Haysville, KS; and

WHEREAS, **District** desires to obtain the right to use Vulcan Field and Field Three located at Sports Complex for baseball/softball games played by students of Campus High School, and **City** is willing to permit such use upon the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **City** and **District** agree as follows:

- I. **City** agrees to and does hereby allow **District** use of Vulcan Field and Field Three and necessary appurtenances thereto, for Campus baseball games, tournaments and practices.
- II. **District** and **City** agree that this Agreement shall commence on the date first above written and shall terminate no later than **May 31, 2010**, or on such earlier date as the **District** and **City** may determine by written agreement.
- III. **District** agrees to abide by the Plagens-Carpenter Sports Complex Rules and Regulations (attached hereto as Exhibit 1) established by **City**, and to ensure that players, guests, invitees and other persons associated with **District** games and activities conducted at Sports Complex abide by the same, including the following:
 - A. There shall be no games played prior to 1:00 p.m. on Sundays throughout the duration of this Agreement.
 - B. **District** shall replace divots and smooth pitching mounds at the conclusion of each game.
 - C. **District** shall provide adequate personnel to supervise activities and participants at the Sports Complex.
 - D. No vehicles will be allowed to pass through the front gates.
 - E. **District** shall pick up trash in and around the sports complex after each home game.
 - F. **District Booster Club** shall clean and pick up trash in and around the concession stand after each use. The use of a barbeque grill will be allowed but a grease

catch must be placed underneath the grill and the grease must be disposed of properly after each use. The grill must be removed after the last home game of the season due to other group's usage of the facility.

- G. All beverage products sold must be PEPSI products.
 - H. No alcoholic beverages are allowed on **City** property, including parking lots.
- IV. Any and all **District** games cancelled due to inclement weather or poor field conditions shall be rescheduled through and approved by either City's Recreation Director or Assistant Recreation Director.
- V. All concessions shall be handled by **District** unless other written arrangements are negotiated and agreed to by **City** and **District**, and shall conform to all health code standards and regulations of the City, County, and State.
- A. Lessee shall furnish all necessary equipment, supplies and utilities for cooling, refrigeration, cooking or heating purposes.
 - B. Lessee shall abide by all public health rules and regulations and shall not sell or offer for sale any food or drink for immediate consumption unless said food or drink is wrapped or boxed to prevent contamination by flies, dust, dirt, or other contaminants.
 - C. All soft drinks shall be dispensed in a paper cup, aluminum can, or in another similar container, but shall not be dispensed in or with a glass bottle.
 - D. Lessee shall verify that all vendors of food, beverage, and other goods for sale during the contract period herein set forth have obtained and hold current all licenses and permits required by law.
- VI. **City** will provide mowing, watering and grading of the Sports Complex fields, and **City** staff will be in charge of field maintenance for all games.
- VII. **District** shall furnish a Certificate of Insurance evidencing coverage for any damage caused by District, or District's agents, servants, employees, guests, invitees, volunteers and/or individuals participating in the event(s) described herein. Such Certificate of Insurance shall name "City of Haysville, Kansas, and its officers, employees and agents" as additional insured's and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Said Certificate shall be submitted to the attention of Beverly Rogers, Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall also contain a clause granting a minimum of ten (10) calendar days prior notice to **City** before any material change or cancellation of insurance is effective. Failure of District to provide **City** an approved Certificate of Insurance prior to use of fields shall cancel and make void this agreement.
- VIII. **District** shall reimburse **City** for any cost associated with damage to the Sports Complex fields and/or facility that exceed normal or routine maintenance requirements.
- IX. **City** will provide trash service and receptacles for the sports complex.
- X. **City** shall remove and abate immediately all nuisances that are potentially of a hazardous character and shall address issues of unsightliness in a timely manner.

- XI. USE OF TOBACCO PRODUCTS IS PROHIBITED at all times in or on all **District** owned or leased personal or real property.
- XII. **District** agrees to indemnify and hold harmless **City**, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of said Sports Complex, and not caused by **City** negligence. **City** shall give to **District** notice of any claim made or litigation instituted which directly or indirectly contingently or otherwise in any way affects or might affect **District**. **District** shall have the right to compromise and participate in the defense of the same to the extent of their own interests.
- XIII. This agreement may be canceled and/or terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.
- XIV. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between **City** and **District**.
- XV. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein. If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either **District** or **City** in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVI. It is understood and agreed that **District** shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of **City**.

IN WITNESS WHEREOF, **City** and **District** have executed this Agreement as of the day and year first above written.

GOVERNING BODY OF HAYSVILLE, KANSAS

ATTEST:

KEN HAMPTON, Mayor

BEVERLY ROGERS, City Clerk

UNIFIED SCHOOL DISTRICT, NO. 261

Susan Walston, Board President

EXHIBIT 1

Plagens-Carpenter Sports Complex – Rules and Regulations

1. The organization will replace divots and smooth the pitching mounds at the conclusion of each game.
2. No vehicles will be allowed pass the front gates without permission from the Recreation Director.
3. No alcoholic beverages are allowed on city property, this includes the parking lot.
4. There shall be no games played involving local youth teams under age 16, prior to 1:00 pm on Sundays.
5. Deliberately hitting into fences is not allowed.
6. Facility users must provide adequate personnel to supervise their activities.
7. Facility users are responsible for picking up the trash in and around the sports complex and parking lot.



MANAGEMENT PARTNERS

INCORPORATED

February 3, 2010

Ms. Kathy Sexton
City Manager
City of Derby
611 Mulberry Rd. Ste. 300
Derby, KS 67037

Ms. Carol C. Neugent
Director of Governmental Services
City of Haysville
200 W. Grand
Haysville, KS 67060

Dear Ms. Sexton and Ms. Neugent:

At your request, Management Partners has assessed the possibility of consolidating the dispatch function of emergency communications of the cities of Derby and Haysville into the Sedgwick County Emergency Communications Center. If this change is implemented, not only would it bring your cities into conformance with current County practice for other cities in Sedgwick County, but it is likely that it would save taxpayer money and improve service, if done correctly. We are therefore pleased to propose a one-time initiative to assist the cities of Derby and Haysville by completing an analysis to confirm these suppositions and to describe an implementation plan and timetable that can be successfully completed.

Before describing our approach, I'd like to include some background information about Management Partners. We are a professional management consulting firm specializing in helping local government organizations meet service demands, improve effectiveness and streamline operations. Our clients benefit from the expertise of professionals with extensive experience in all aspects of public management as well as knowledge of how the best jurisdictions in the country provide services.

Incorporated in 1994, we maintain two offices—one in Cincinnati, Ohio, and the other in San Jose, California. The firm has a proven track record of service to Kansas municipalities, having assisted the cities of Wichita, Topeka, Overland Park, Lenexa, and Olathe, as well as the counties of Sedgwick, Johnson and the Unified Government of Wyandotte County/Kansas City in recent years. We believe that our long-term success as a firm is built on exceptional quality service.

Management Partners specializes in assisting local governments and as a firm, we are characterized by two important elements:

- Each team of professionals the company assigns to conduct a project is staffed with experts who have served in local governments. As a result, they are able to relate

comfortably with your staff while conveying their knowledge of best practices to identify improvements.

- Every deliverable Management Partners prepares is subjected to rigorous review prior to delivery to the client – an unusual commitment to quality staff work. The professional staff is well-trained in analytical practices and each deliverable prepared by the project team is receives an internal peer review to assure that our quality standards are met.

Most importantly, our goal is to provide results that are implemented. We expect that our recommendations for improvement can and will be implemented. With that expectation, we prepare an Implementation Action Plan with milestones, designated accountability, and timeframes for completion. This bias toward implementation is an important assurance that you are not just getting another report that will sit on the shelf and gather dust.

Plan of Work

The objective of this project is to identify and analyze the operational issues and financial effects of merging the separate emergency dispatch systems of the City of Derby and Haysville with the Sedgwick County E-911 Communications Center. The County already provides call-taking and dispatch services to most of the cities in the County, but your cities have continued to separately provide their own dispatch services.

The scope of work for the analysis consists of the following activities:

- Gather data about current operations of participating jurisdictions
 - Staffing, service quality standards, labor issues, service demand profile and cost
 - Financing basis
- Review Sedgwick County E-911 Communication Center operations
 - Staffing, service quality standards, service demand profile
 - Financing basis
- Prepare a project report with a merged operations organization plan and financial analysis, including the financial and operational effects for each jurisdiction
- Develop implementation action plan
- Provide implementation assistance

We have prepared a draft project schedule that is included as Attachment A. The schedule shows the relationship between the tasks involved in completing the plan of work. We consider it a draft schedule because individual jurisdictions always have on-going operational commitments with which this additional work must be aligned, a matter that can be addressed at the beginning of the project.

While an objective of this plan of work is to minimize the additional work that the staff members in each City need to do, there is of course information and other support that will be needed. Our goal will be to understand the operating needs and current operations of the three cities as well as Sedgwick County's Emergency Communications Operation so that we can complete quality analysis and develop the most sensible and cost-effective implementation plan.



Project Team

Management Partners is staffed with professionals who have extensive experience in all aspects of local government management, including the full range of local government operations. Our team is comprised of qualified management consultants, with significant public service and consulting experience. Because we have practical, “real-world” experience in government, we understand issues related to the needs and expectations of elected and appointed officials, as well as the many fine people who do the work of government every day.

I will direct the project, assuring that client expectations are fulfilled and that our high standards of quality staff work are met. Mark Olson will serve as project manager and will coordinate the work of the project team. We will be supported by a team of Management Partners’ professionals with significant experience in local government consulting. Brief qualifications of each team member are summarized below. Additional biographical information is included as Attachment B.

Jerry Newfarmer, President and CEO, founded Management Partners in 1994 after many years of public management leadership in California and Ohio. He is a national leader in local government performance management, and has led Management Partners to its current role as the well-respected practitioner of local government best practices. Jerry served as city manager in Fresno and San Jose, California; and Cincinnati, Ohio. He was assistant city manager of Oakland, California, which was the chief operating officer role. He has been a key presence in the International City/County Management Association, and was team leader of the State-Local Relations Team of the National Performance Review.

Mark Olson, Senior Manager, has over 20 years of consulting and public sector experience at the local, state and federal levels. His primary areas of work include organization and management consulting, financial and management audits, productivity and benchmarking analyses, and other financial management and cost analysis services. Prior to his work with Management Partners, Mark developed consulting experience with DMG/Maximus and TATC Consulting and before that served in public management positions as the budget and management coordinator for the Forest Preserve District of DuPage County, Illinois, and as the budget development coordinator for the Illinois Department of Transportation. He has been providing cost-effective advice to help management confront difficult choices, make effective decisions and implement solutions that work for the past 12 years.

Wayne Chapman, Partner, has more than 35 years experience as a practicing public manager and more than a decade of experience assisting local governments as a consultant with Management Partners. He joined the company in 1994 after serving as city manager of Aspen, Colorado; and Schenectady, New York. He also was budget director and director of neighborhood housing and conservation for Cincinnati, Ohio. Wayne’s consulting engagements have included extensive public safety service analysis (including emergency communications), comprehensive staffing reviews, organizational analyses, process improvement projects, management information systems, performance measurement, training, financial modeling and forecasting, and cost recovery modeling.

Jonathan Ingram, Senior Management Advisor, has worked on a myriad of projects to improve local government and service delivery since joining Management Partners in 2005. Jon helped implement performance management systems in Lake County, Illinois; Lawrence, Kansas; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City,



Kansas. He assisted with development review process improvement projects in Lenexa, Kansas; and Fort Wayne, Indiana; and he helped jurisdictions by conducting organizational efficiency reviews and strategic planning initiatives. Jon has completed public safety staffing analyses, fire department merger analysis, benchmarking studies, fleet utilization analysis, human resources strategic plans, and management implementation plans. In addition, he has led customer service training sessions with municipal employees from several jurisdictions. Before joining the firm, Jon worked for the City of Highland Park, Illinois, where some of his duties included program administration, budget management and legislative impact analysis. Jon is a member of the International City/County Management Association and the Ohio City/County Management Association.

References

During our 15 years of service, Management Partners has had the privilege of assisting both large and small local governments across the United States. Our work has afforded us a unique perspective on best practices in local government operations as a result of the broad diversity of the clients we have served. References for several relevant projects are included below.

Covington/Kenton County, Kentucky

Management Partners completed an analysis of the costs and benefits of consolidating the communications dispatch operations of Kenton County and the City of Covington, Kentucky. Our analysis shows that implementation of a new consolidated emergency communications center would realize economies of scale and save the participants approximately \$900,000 in operating costs annually.

Client Contact: Mr. Scott Kimmich, Deputy Judge Executive
Kenton County
303 Court Street, 2nd Floor
Covington, Kentucky 41011
(859) 392-1400

City of Kansas City, Missouri

Management Partners is currently completing a project to assist Kansas City in integrating a regional EMS ambulance service, the Metropolitan Ambulance Services Trust (MAST) into the City government structure. Management Partners assignment was to analyze the current service delivery system of the independent agency and identify the most cost-effective ways to integrate its independent functions into the City government, with particular emphasis on the complex support functions including billing and collections, financial management and emergency communications.

Client Contact: Mr. Rich Noll, Deputy City Manager
City Hall, 29th Floor
414 E. 12th Street
Kansas City, MO 64106
(816) 513-1408



Government Cooperation and Efficiency Project

This initiative within Hamilton County, Ohio, funded by Hamilton County, the City of Cincinnati, and the Cincinnati Business Committee, hired Management Partners to explore ways to share services and find greater efficiency among the 50 local governments in the county. Management Partners conducted interviews with elected and appointed officials, held focus groups with managers, and conducted independent research to identify new service delivery ideas. The goal was to help local governments save money and continue delivering quality services to both internal customers and to their residents. It is estimated that annual savings of over \$1 million will be realized as a result of cooperative efforts from this initiative. A second phase of the project has been completed, which included two state grant-funded feasibility projects (heavy equipment and development review service integration) as well as a fire department consolidation study.

Client Contact: Mr. Jeff Aluotto, Assistant County Administrator
Hamilton County
138 E. Court Street
Cincinnati, OH 45202
(513) 946-4436

Mr. Mike Burns, City Manager
Village of Indian Hill
6525 Drake Road
Indian Hill, OH 45243-2705
(513) 615-3327

Hours, Cost and Schedule

Management Partners anticipates that the scope of work described above will require 156 hours of staff time to complete. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. The total cost of this project is \$29,950, which includes fees and expenses.

Activity	Hours
1: Start Project	12
2: Review Client Emergency Communications Operations	36
3: Review Sedgwick County Emergency Communications	28
4: Prepare consolidation plan	24
5: Report Results	44
6: Support Implementation	12
TOTAL	156

The elapsed time for this project is estimated to be about 60 days from the start of the project. We have prepared a draft project schedule that is included as Attachment A. As noted in the plan of work, our expectation is that the schedule will be finalized at the start of the project in a way that most comfortably melds with the other work of the involved jurisdictions.



Conclusion

Management Partners has the experience, the professional talent, and the commitment to quality necessary to successfully complete this project. We welcome the opportunity to provide additional information that may be helpful, and we look forward to the opportunity to be of service to the cities of Derby and Haysville on this important project.

Sincerely,



Gerald E. Newfarmer
President and CEO



Attachment A – Proposed Project Schedule

Emergency Communications Integration Cities of Derby and Haysville KS		Start	2	3	4	5	6	7	8	9	10
		2/22	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	4/26
Activity 1: Start Project											
1.1	Meet with project manager/management team										
1.2	Obtain initial background information from cities										
1.3	Meet with Sedgwick Co Emergency Comm DPS										
Activity 2: Review Client Emergency Communications Operations											
2.1	Review operations of City of Derby										
2.2	Review operations of City of Haysville										
2.3	Analyze and summarize information received										
Activity 3: Review Sedgwick County Emergency Communications											
3.1	Identify services provided to current local government users										
3.2	Identify and examine potential issues related to merger										
3.3	Analyze and summarize information received										
Activity 4: Prepare consolidation plan											
4.1	Identify alternative approaches for new service arrangements										
4.2	Prepare cost estimates to implement and to operate										
4.3	Describe implementation steps and define implementation plan										
4.4	Review results with project management team										
Activity 5: Report Results											
5.1	Prepare draft project report with analysis and recommendations										
5.2	Review draft report with client										
5.3	Prepare final Project Report										
5.4	Present Project Report										
Activity 6: Support Implementation											
6.1	Prepare draft implementation Action Plan										
6.2	Support Implementation										➔



Attachment B – Project Team Resumes

GERALD E. NEWFARMER

Jerry Newfarmer, President and CEO, founded Management Partners in 1994 to help government leaders. He has led the company, which has offices in Ohio and California, in hundreds of projects to help governments, large and small, become more effective in myriad ways.

Jerry has extensive public service experience, having served in top city management roles in California and Ohio. He also has been a leader in professional organizations like the International City/County Manager's Association; was president of the San Francisco Chamber of Commerce; and headed the State and Local Government Team in the National Performance Review, an examination of the operations and management of the Government of the United States.

Jerry began his career with the city of Oakland, California, where he served in a variety of management positions over a 10-year period, concluding as assistant city manager, the chief operating officer role. He subsequently served as city manager of Fresno and San Jose, California; and of Cincinnati, Ohio.

As a national leader in local government performance management, Jerry was instrumental in establishing the International City/County Management Association's Center for Performance Measurement. He has directed Management Partners' many performance management assignments, which range from Kent, Washington; to Alameda, Orange and San Mateo Counties in California; to Rockville and Montgomery County, Maryland. Jerry frequently presents seminars about performance management to both elected and appointed officials.

He also has been active in professional organizations, serving as a member of the ICMA Government Affairs and Policy Committee; on the Board of Directors of the Greater Cincinnati Chapter of the American Society for Public Administration (ASPA); and on the Charter Committee of Greater Cincinnati. He serves as executive director of the Large Cities Executive Forum; and is a past president of the City Manager's Department of the League of California Cities and the San Francisco Bay Area Chapter of ASPA. Jerry has been recognized as a Credentialed Manager of the ICMA.

Jerry earned a bachelor's degree in business administration from San Jose State University and a master of public administration degree (with distinction) from the University of California at Berkeley. He was honorably discharged from the U.S. Navy with the rank of lieutenant, after service on destroyers that included a tour of duty in Vietnam.



MARK R. OLSON

Mark Olson, Senior Manager, provides consulting and management advisory services to public sector leaders. Mark has been actively consulting for more than 12 years following professional positions in local and state government. His primary areas of work include financial and management audits, organization and management consulting, productivity and benchmarking studies, and other financial management and cost analysis consulting services for local and state governments.

Mark has served in a variety of planning, budgeting and management roles in state and local government. He served as the budget and management coordinator for the Forest Preserve District of DuPage County, Illinois, and as the budget development coordinator for the Illinois Department of Transportation. Mark began his government service career as an operations and capital program analyst with the Illinois Office of Management and Budget, a branch of the Executive Office of the Governor.

Prior to joining Management Partners, Mark provided management and operations studies for large and small clients across the nation. Areas of work include financial and operations reviews in financial management, human resources, information technology, planning, social service delivery, libraries, and public safety. He employs a collaborative approach with clients in developing information, assessing alternatives and producing solutions. He uses tested study approaches that are customized to meet the particular objectives of the project or client needs.

Mark also serves as a reviewer for the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Awards Program. Mark reviews submitted award application materials and budget documents for compliance with national standards. These standards guide and support the use of the budget document as a policy document, financial plan, operations guide, and communications device.

Mark earned a master's degree in public policy studies with an emphasis on financial and operations analyses from the Harris Graduate School of Public Policy Studies at the University of Chicago. Mark also holds a bachelor's degree in political science and a bachelor's degree in sociology from the University of Illinois – Urbana.



WAYNE V. CHAPMAN

Wayne Chapman, Partner, has more than 35 years of experience in local government organizations. He has led a variety of consulting projects for Management Partners since 1994. Earlier, he served as city manager of Aspen, Colorado, and Schenectady, New York; and he was budget director and director of Neighborhood Housing and Conservation for the City of Cincinnati, Ohio.

Wayne's consulting engagements have included comprehensive staffing reviews, organizational analyses, process improvement projects, management information systems, performance measurement, training, financial modeling and forecasting, and cost recovery modeling. He is knowledgeable about numerous functions of government, including law enforcement, courts, jails, child support enforcement, development review, emergency communications operations, housing, schools, public works, airports and fire service.

As a Management Partners consultant, Wayne has helped police departments in Boston, Baltimore, Cleveland, Albuquerque, Louisville, Kentucky; and Topeka, Kansas. Wayne has worked with sheriff's departments in Polk County, Florida; King County, Washington; and Loudoun County, Virginia. He has reviewed court operations in district and common pleas courts. And he has worked with corrections agencies, including affiliated services such as probation, parole and diversion programs.

Wayne has managed development review improvement projects for several fast-growing jurisdictions, including Wichita, Kansas; Cape Coral, Florida; Louisville and Las Vegas. These projects have successfully improved the development review process without compromising quality.

Wayne also has carried out several comprehensive organization reviews of many local governments, as well as specific departments within local governments. Those include Polk County, Florida; Topeka and the Unified Government of Wyandotte/Kansas City, Kansas; Kenton County and Louisville, Kentucky; Las Vegas, Nevada; and Allegan County, Michigan.

Wayne earned a bachelor's degree in political science from the University of Cincinnati.



JONATHAN R. INGRAM

Jonathan Ingram, Senior Management Advisor, has worked with numerous local government jurisdictions on strategic planning, organizational review, performance management and development review process improvement projects since joining Management Partners in 2005. His expertise is helping local government leaders develop the tools they need to effectively and efficiently manage public service delivery by emphasizing results-oriented management.

Jon has worked on performance measurement projects for Lake County, Illinois; Lawrence, Kansas; the Unified Government of Wyandotte County/Kansas City, Kansas; Johnson County, Kansas; a fire management implementation plan for the City of Cincinnati, Ohio; a strategic planning project for the City of Montgomery, Ohio, and development review process improvement projects for the City of Lenexa, Kansas, and the Maryland National-Capital Park and Planning Commission. Jon completed an organizational review of the Lenexa, Kansas Parks and Recreation Department and conducted fleet utilization analysis for Muhlenberg Township, Pennsylvania.

Jon has worked with several public safety departments to complete benchmarking studies and staffing analysis studies. He has completed a fire department merger feasibility study for the Village of Mariemont, Ohio and the Little Miami Joint Fire District and he currently assists 13 southwest Ohio fire departments with an annual benchmarking study. In addition, Jon has completed staffing analyses for the 911 communication centers in Kenton County and the cities of Covington and Erlanger, Kentucky; and the City of Lee's Summit Police Department in Missouri.

Jon is also an experienced trainer and facilitator, having conducted focus groups and provided both performance measurement and customer service training to municipal employees from several jurisdictions.

Prior to joining Management Partners, Jon worked in the Highland Park (Illinois) City Manager's Office. Some of Jon's responsibilities there included contract/franchise agreement oversight, program administration, administrative policy development and implementation, and legislative impact analysis. Throughout his tenure there, he worked with citizens, neighboring municipalities, councils of government, and federal and state agencies to address the needs of Highland Park residents.

Jon completed a master's degree in public administration at Northern Illinois University in 2005. He is a member of the International City/County Management Association, the Ohio City/County Management Association, and is a former member of the Illinois City/County Management Association and the Illinois Association of Municipal Management Assistants. In 2004, Jon was awarded the IAMMA Outstanding Intern Award in recognition of his professional service.



CITY CLERK DEPARTMENT – ACTIVITY REPORT
For the Month of January, 2010

ACCOUNTS PAYABLE

Note: Some invoices are split to many funds; Petty Cash was balanced 1 time and 18 petty cash checks affected 15 different line Item/funds. The Westar bill covers 53 locations.

Invoices Paid	297
Checks Processed	142
Tax Exemption Certificates	17
1099M Forms	25

BUSINESS REGISTRATIONS

New	2
(C&C Contracting, 136 Pirner #5; Brady Spine & Health, 137 N Main)	
Renewals	24

BUILDING/SHELTER RENTALS

Band Shell	0
Brady Shelter	0
Community Building	5
Gazebo (Riggs Park)	0
Gazebo (Historical)	0
Kirby Shelter	0
Lions Club Shelter	0
Orchard Acres Shelter	0
Pear Tree Shelter	0
Plagens-Carpenter Shelter	0
Police Shelter	0
Riggs Shelter	0
Timberlane Shelter	0

INSUFFICIENT CHECK

(No. of Bad Check Fees Paid)	7
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LICENCES/PERMITS

(Including Public Works)

Licenses	82
Permits	33
Bicycle Licenses	0
Dog Licenses	25

MEETINGS

Safety Committee	Wellness Committee	Sr. Planning
Council Meetings	Sr. Advisory	DH Meetings
Chamber Lunch	Pre-Bid Conference	Lunch 'n Learn
3 B.E.S.T Meetings	4 Mtgs on Remodel Bids	Safe Lifting/Stretching
Pool Receipts Meeting	HAHS Comm. Service Planning	

NON PAYMENT PENALTIES 58

PAYROLL/EMPLOYEE BENEFITS

(Per pay period = 26/yr.)

Regular	74
Temporary/Part Time	29
Mayor/Council/Judge	12
ACH Payments Processed	117

RECORDS REQUESTS

(Including those filed from PD)	45
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RECREATION DEPT. RECEIPTS

(Posted at City Hall)	552
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SENIOR CENTER

Participants	1,327
Lunches (GNNP (Red Cross) Meals	793
Homebound	764
Bingo	16
Blood Pressure Checks – Fire Dept.	14
Commodities	98
Volunteers	7
Crafts	13
Elderberry Pick-up	60
Food Pantry	16
Harris Footcare	33
Luncheon Lectures	112
Mystery Lunch	22
Painting	1
Panera Bread Wednesday	221
Senior Advisory Board Meeting	9
Senior Card Games	68
Silver Foxes Exercise	72
Senior Game Night	10
STEPS Exercise	95
Sr. Dinner & Birthday Celebration	69
Senior Planning Committee Mtg.	5
Texas Hold'em	61
Wii Sports	47
Phone Calls	418

SENIOR EVENTS

Kim attended the Senior Summit

UTILITY BILLING

Water Serv. on Shutoff List	49
Utility Bills Sent	3,783
Utility Payments Made	3,274
Delinquent Notices	831
Shut Off Notices	567
New Accounts	38
Final Bills	41
Transferred Accounts	2
Temporary Water Service	2
ACH Payments Processed	346

SPECIAL EVENTS

Bid-opening for the City Hall/Library Remodel

CREDIT CARD PAYMENTS PROCESSED	371
TOTAL PAYMENTS PROCESSED (All Types)	4,065
TOTAL PHONE CALLS RECEIVED	1,136

GOVERNMENTAL SERVICES

JANUARY 2010

Website

2,640 Visits
 7,259 Page views
 2.75 Average Page views
 00:01:34 Time on Site
 48.14% New Visits

General

Haysville Forward E-Mails and Phone Calls
 Haysville Forward Meeting
 2 Court Arraignment Days
 2 Trials Days
 Court Receipts
 Reconciliation Report

Channel 7

City Council Meeting:

2 meetings shown live in January.
 24 total broadcasts during January.

Planning Commission Meeting:

1 meeting shown live in January.
 15 total broadcasts during January.

NASA TV:

27 hours of educational programming shown during the morning in January.
 23 hours of educational programming shown during the afternoon in January.
 50 total hours of NASA programming.

Other:

Campus Basketball vs. Derby
 Creation of Business Establishment Steering Team Forum
 Video Player added to Website
 Front Sign, Historic Sign, and Senior Center Sign Update
 PowerPoint Update
 Website Update

Community Relations

Employee Newsletter - 1
 E*News - 2
 Tip Sheet – 1
 News Release - 1 (CRA Grant)
 Updated: Hike/Bike Brochure; City Services Guide
 Created Front Cover for City Map; Landscape Regulations Booklet

Commission/Board/Committee Meetings

Planning Commission – 1 meeting; Vacation Request (Lots 1-26 Pat Raleigh Matlock Addition)

Miscellaneous Activities: Sedgwick County Commissioner's Meeting Re: Post Annexation Hearing (2); MTP-PAC Meeting (3); TAC Meeting, BEST Meetings (3); Mentor Program, Department Meeting, Chamber Lunch, Safe Lifting Safety Training; Pre Bid Meeting for Remodel Project; Bid Opening for Remodel Project; Interviews for Administrative Secretary; Engineer Meeting; Meeting with Insurance Agent; Negotiation Meeting with Architect and Contract re: Remodel; Meeting with HAHS Staff Re: Community Service Day; BEST Meetings



HAYSVILLE POLICE DEPARTMENT COUNCIL REPORT JANUARY 2010

TOTAL CALLS.....	772	DOGS IMPOUNDED.....	6
SUMMONS ISSUED.....	107	RELEASED TO OWNER.....	3
ARRESTS.....	31	RELEASED TO COUNTY.....	3
MV ACCIDENTS.....	5	OTHER.....	0
0 Injury		DECEASED ANIMALS.....	0
5 Non-Injury		ANIMAL SUMMONS.....	8
VACATION HOMES.....	0	STILL IMPOUNDED.....	0
GROUP A OFFENSES.....	61	HIGH WEEDS CALLS.....	0
GROUP B OFFENSES.....	11	DOOR HANGERS - NOV Summons.....	0
COMMUNITY POLICING EVENTS.....	3	COMPLIED.....	0
SPECIAL WATCH.....	10	WITHIN GRACE PERIOD.....	0
DISPATCH WALK-INS.....	362	PROPERTY ABATEMENT.....	0
INCOMING CALLS.....	1,591	STREET LIGHTS REPORTED OUT.....	11
CALLS MADE TO ASSIST w/CASE.....	161		

January 2010 K-9 Deployment Statistics

Haysville PD Calls:

*Building Search	0
*Tracks	1
*Drug Sniffs (car)	4
*Patrol Apprehensions	2
USD 261 School Searches	4

Drugs Recovered from Car Stop/Searches in Haysville:

0 grams	amount of marijuana seized
0 grams	amount of methamphetamine seized
0 grams	amount of cocaine (crack) seized

Money Recovered Car Stops/Searches in Haysville:

\$0.00

Outside agency assists for WPD, Sedgwick County, and KBI:

*Tracks	0
*Track with Apprehension	0
*Drug Sniff	2
*Currency Sniff	0
*Assists Denied	2

Drugs/Money recovered from car stops and/or searches on outside agency assists:

¼ Pound of Marijuana

\$0.00

***Track:** When the service dog is deployed from the vehicle with the handler to track down and locate a subject who has fled the scene or to track an object such as a gun or drugs which have been discarded by a suspect.

***Drug Sniff:** When the service dog is put through its paces during a car stop or any type of building search with the specific intent of looking for illegal drugs.



**SEDGWICK COUNTY, KANSAS
FIRE DISTRICT #1**

Fire Chief Gary E. Curmode

**Fire Marshal
Tim W. Millspaugh**

**Deputy Chief of Operations
Rick A. Brazill**

7750 N. Wild West Blvd * Valley Center, Kansas 67147 * Telephone: (316) 660-3473 * FAX: (316) 660-3474

February 16, 2010

Carol Neugent, Governmental
Services Director
City of Haysville
200 W. Grand Avenue
Haysville, Kansas 67060

Ms. Neugent,

Enclosed are summary reports of activities conducted by Station 34 of the Sedgwick County Fire Department during the 2009 calendar year.

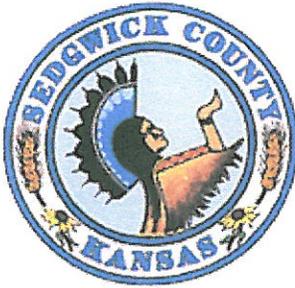
If possible, please place these reports on the agenda for the February 22nd meeting of the Haysville City Council. Lt. Troy Hilger or I will be in attendance to deliver the report and answer any questions from the Mayor or Council Members. As on-duty personnel that evening, intervening duties could result in our absence. If this occurs, please have the reports read into the minutes and I will appear at the next regular scheduled meeting if necessary.

Future summary reports shall be submitted on a quarterly basis throughout the year.

Please call if I may provide additional information.

With thanks,

Captain Bob Conger
Station 34-B
316-660-3434
316-734-5615 (cell)



SEDGWICK COUNTY, KANSAS
FIRE DISTRICT #1

Fire Chief Gary E. Curmode

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Tim W. Millspaugh

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February 16, 2010

Station 34 2009 Summary of Non-Emergency Activities in Haysville

- Conducted >20,000 man hours of training classes and exercises
- Tested 350 hydrants involving >500 man hours
- Conducted 292 scheduled building inspections utilizing >500 man hours
- Conducted 137 follow-up building inspections utilizing > 360 man hours
- Provided free blood pressure testing twice monthly at the Haysville Senior Center and Peachtree Towers
- Participated in numerous school programs, demonstrations and inspections at all Haysville Schools
- Partners with USD 261 in crisis planning activities
- Public service programs included; pray and spray at local churches; CPR classes; Big Truck Night; community parades; stand-by at public fireworks displays; truck demonstrations at public gatherings (block parties, etc.); participated in mock disasters; and many others



SEDGWICK COUNTY, KANSAS FIRE DISTRICT #1

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SUMMARY OF HAYSVILLE ALARMS FOR 2009

Medical Responses	790	69.9 %
Service Calls	83	7.3%
Good Intent	114	10.1%
Hazardous Materials	12	0.1%
Fire Responses	131	11.5%
2009 Total Alarms	1130	100% (allows for rounding)

Fires Involving Loss	Total Value	Total Loss	Total Saved
Structure (8)	\$1,018,000	\$303,000	\$715,000
Vehicle (4)	\$9,900	\$9,900	\$0
Trash (1)	\$125,000	\$200	\$124,800
Outside (1)	\$500	\$500	\$0
Other (1)	\$12,000	\$11,000	\$1,000
Grand Total (15)	\$1,165,400	\$324,600	\$840,800
Percentages	100.00%	27.85%	72.15%

Respectfully Submitted,

Captain Greg Harlan A-shift

Captain Bob Conger B-shift

Captain Randy Pike C-shift

Sedgwick County Fire District #1

Station #34 • 316-660-3434

- This report prepared by Firefighter Calvin Flores & Capt. Bob Conger, B-Shift Station 34

MEMORANDUM

from the City Clerk's Office

To: The Honorable Ken Hampton, Mayor

From: Beverly Rodgers, City Clerk/Treasurer

Date: February 16, 2010

Subject: Appointment to Senior Advisory Board – Reverend Steven Dezotel

Reverend Steven Dezotel has volunteered to replace Reverend Tim Leaf on the Senior Citizens Advisory Board.

The Board would appreciate your making the appointment at the next Council Meeting on February 22nd.

Thank you for your consideration.



Beverly Rodgers

SUMMARY OF FUNDS TOTALS REPORT

Bills for the second half of February 2010
Scheduled payment date: 02/23/10

FUND	NAME	TOTAL
01	GENERAL FU	5,870.17
10	SEWER FUND	14,879.86
11	WATER FUND	7,183.88
12	MUNICIPAL	124.00
14	STORMWATER	14.06
21	STREET FUN	4,168.19
30	RECREATION	3,169.73
36	CAPITAL IM	900.00
39	CRA GRANT	10.00
90	BOND SERIE	6,910.00
		=====
	TOTAL	43,229.89

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

INTRUST													
100 AMSAN													
217339910	1 I	2/23/2010	1/27/2010	ROLL TOWELS, FOAM CUPS	65.37		65.37		65.37	10			1
	2 I			ROLL TOWELS, FOAM CUPS	65.37	10-30-2012	65.37		65.37	11			1
	3 I			ROLL TOWELS, FOAM CUPS	65.37	11-31-2012	65.37		65.37	21			1
						21-41-2012							
				* INVOICE TOTALS	196.11		196.11		196.11				
				** VENDOR TOTALS *	196.11		196.11		196.11				
215 AIRGAS MID SOUTH INC													
106196318	1 I	2/23/2010	2/05/2010	MIG WELDER PART	13.82		13.82		13.82	10			1
	2 I			MIG WELDER PART	13.82	10-30-2006	13.82		13.82	11			1
	3 I			MIG WELDER PART	13.83	11-31-2006	13.83		13.83	21			1
				J CONDUCTOR TUBE ASSEMB									
						21-41-2006							
				* INVOICE TOTALS	41.47		41.47		41.47				
				** VENDOR TOTALS *	41.47		41.47		41.47				
285 AMERICAN ELECTRIC COMPANY													
788342	1 I	2/23/2010	2/04/2010	SHOP SUPPLIES	29.94		29.94		29.94	10			1
	2 I			SHOP SUPPLIES	29.94	10-30-2012	29.94		29.94	11			1
	3 I			SHOP SUPPLIES	29.95	11-31-2012	29.95		29.95	21			1
				HEAT SHRINK-ADHESIVE-MI									
						21-41-2012							
				* INVOICE TOTALS	89.83		89.83		89.83				
				** VENDOR TOTALS *	89.83		89.83		89.83				
368 ANDALE FARMER'S CO-OP													
30010	1 I	2/23/2010	2/11/2010	1000.1 GAL DIESEL @ 2.24 PG	2240.22		2240.22		2240.22	10			1
						10-30-2009							
30011	1 I	2/23/2010	2/11/2010	1700.3 GAL UNLEADED GAS @2.23 PG	3791.67		3791.67		3791.67	10			1
						10-30-2009							
				** VENDOR TOTALS *	6031.89		6031.89		6031.89				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
981250	1 I	2/23/2010	2/05/2010	412 AQUA-AEROBIC SYSTEMS INC PROP KIT FOR AERATOR 50HP / 1200 RPM PER QU	2620.00		2620.00		2620.00	10			1
	2 I			FREIGHT	27.00		27.00	10-00-2001	SEWER PRIOR YR ACCTS PAYABLE	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
				* INVOICE TOTALS	2647.00		2647.00		2647.00				
				** VENDOR TOTALS *	2647.00		2647.00		2647.00				
26273	1 I	2/23/2010	2/10/2010	460 ASSOCIATED BUSINESS FORMS INC 27.5M WATER BILLS & FRT	345.36		345.36		345.36	10			1
	2 I			27.5M WATER BILLS & FRT	345.37		345.37	10-30-2004	SEWER OFFICE EXPENSE				1
								11-31-2004	WATER OFFICE EXPENSE				
				* INVOICE TOTALS	690.73		690.73		690.73				
				** VENDOR TOTALS *	690.73		690.73		690.73				
759	1 I	2/23/2010	2/08/2010	475 ASSOCIATES IN HEALTHCARE LLC PRE-EMPLOY SCREENING HAYLIE VAN WYNGARDEN 1	47.50		47.50		47.50	30			1
	2 I			PHYSICAL & SCREENING GUY MITCHELL 1/5/10	117.50		117.50	30-50-2092	RECREATION DEPT PROGRAMS				1
	3 I			PHYSICAL & SCREENING LAURA HARGROVE 1/12/10	117.50		117.50	01-02-2012	POLICE MISCELLANEOUS				1
	4 I			PHYSICAL & SCREENING CAMILLE TULLIS 1/15/10	117.50		117.50	01-02-2012	POLICE MISCELLANEOUS				1
				* INVOICE TOTALS	400.00		400.00	01-18-2012	GEN GOVT MISCELLANEOUS				
				** VENDOR TOTALS *	400.00		400.00		400.00				
FEB 2010	1 I	2/23/2010	2/12/2010	495 AT&T MOBILITY MONTHLY CELL PHONE BILL LATCHKEY PROGRAM PLAN	109.56		109.56		109.56	30			1
	2 I			MONTHLY CELL PHONE BILL	13.41		13.41	30-50-2094	RECREATION DEPT LATCHKEY PROG				1
	3 I			MONTHLY CELL PHONE BILL	13.41		13.41	10-30-2002	SEWER TELEPHONE				1
	4 I			MONTHLY CELL PHONE BILL PUBLIC WORKS PLAN	13.40		13.40	11-31-2002	WATER TELEPHONE				1
				* INVOICE TOTALS	149.78		149.78	21-41-2002	STREET TELEPHONE				
				** VENDOR TOTALS *	149.78		149.78		149.78				
681285	1 I	2/23/2010	2/10/2010	618 BMMES PLUMBING & SEWER DRAIN CLEAN OUT-BLUE HO KITCHEN, WASHER & BATH	70.00		70.00		70.00	36			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
* INVOICE TOTALS					2897.82		2897.82		2897.82				
** VENDOR TOTALS *					2897.82		2897.82		2897.82				
1180 CCMFOA OF KANSAS													
2010 DUES	1 I	2/23/2010	2/16/2010	B RODGERS - MEMBERSHIP	50.00		50.00		50.00	01			1
								01-01-2064	CITY CLERK DUES & SUBSCRIPTION				
	2 I			J COX - MEMBERSHIP DUES	50.00		50.00		50.00	01			1
								01-01-2064	CITY CLERK DUES & SUBSCRIPTION				
* INVOICE TOTALS					100.00		100.00		100.00				
** VENDOR TOTALS *					100.00		100.00		100.00				
1480 DAN'S HEATING & COOLING INC													
53561	1 I	2/23/2010	2/08/2010	BLOWER MOTOR-CAPACITOR-MATERIALS-REPAIR SO. FU	228.07		228.07		228.07	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2 I			LABOR TO DIAGNOSE & REP	266.50		266.50		266.50	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					494.57		494.57		494.57				
** VENDOR TOTALS *					494.57		494.57		494.57				
1493 DE LAGE LANDEN PUBLIC FINANCE													
4780542	1 I	2/23/2010	2/01/2010	LANIER COPIER LEASE PYM DUE BY 3/16/10	203.27		203.27		203.27	30			1
								30-50-2004	RECREATION DEPT OFFICE EXPENSE				
** VENDOR TOTALS *					203.27		203.27		203.27				
1640 RUSTY ECK FORD INC													
209166R	1 I	2/23/2010	2/19/2010	RADIATOR C#10-07	144.34		144.34		144.34	01			1
								01-02-2035	POLICE VEHICLE MAINTENANCE				
** VENDOR TOTALS *					144.34		144.34		144.34				
1875 FIRST WIRELESS INC													
WI17040	1 I	2/23/2010	2/15/2010	CHARGER BASE W/TRANS	80.92		80.92		80.92	01			1
								01-02-2007	POLICE RADIO REPAIR				
** VENDOR TOTALS *					80.92		80.92		80.92				
2065 SABRINA GLATT													
MARCH 2010	1 I	2/23/2010	3/01/2010	240 S MAIN LEASE/PURCHA	830.00		830.00		830.00	36			1
								36-56-3001	CAP IMPR MISCELLANEOUS PROJECT				
** VENDOR TOTALS *					830.00		830.00		830.00				
2140 GOVERNMENT RESEARCH SERVICE													
10993	1 I	2/23/2010	2/11/2010	2010 KS LEGISLATIVE HAN	99.00		99.00		99.00	01			1
								01-01-2064	CITY CLERK DUES & SUBSCRIPTION				
	2 I			SHIPPING	6.50		6.50		6.50	01			1
								01-01-2064	CITY CLERK DUES & SUBSCRIPTION				
* INVOICE TOTALS					105.50		105.50		105.50				
** VENDOR TOTALS *					105.50		105.50		105.50				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

6597003	1 I	2/23/2010	2/05/2010	2230 HACH COMPANY BLUE BUFFER SOLUTION , 5 @ 9.69 EACH	48.45		48.45		48.45	10			1
	2 I			FREIGHT	12.95	10-30-3001	12.95		12.95	10			1
				* INVOICE TOTALS	61.40	10-30-3001	61.40		61.40				
				** VENDOR TOTALS *	61.40		61.40		61.40				
PO#10138	1 I	2/23/2010	1/30/2010	2243 LUTHER GENE HAMMETT WELDING REPAIR 6.5 HOUR CHALLENGER HITCH	130.00		130.00		130.00	10			1
				** VENDOR TOTALS *	130.00	10-30-2006	130.00		130.00				
1101309	1 I	2/23/2010	2/04/2010	2266 HASTY AWARDS 3-4X6 OAK PLAQUES	13.50		13.50		13.50	30			1
	2 I			SHIPPING SHAMROCK SHUFFLE	8.22	30-50-2092	8.22		8.22	30			1
				* INVOICE TOTALS	21.72	30-50-2092	21.72		21.72				
				** VENDOR TOTALS *	21.72		21.72		21.72				
2010 EXPO	1 I	2/23/2010	2/10/2010	2290 HAYSVILLE CHAMBER OF COMMERCE BOOTH REGISTRATION FEE 4/17/2010	75.00		75.00		75.00	01			1
				** VENDOR TOTALS *	75.00	01-18-2012	75.00		75.00				
294684	1 I	2/23/2010	1/28/2010	2320 HAYSVILLE FLORIST SYMPATHY PLANT-G DAVIDS	45.00		45.00		45.00	01			1
				** VENDOR TOTALS *	45.00	01-02-2012	45.00		45.00				
294685	1 I	2/23/2010	2/05/2010	SYMPATHY PLANT-C CLARK	40.00		40.00		40.00	01			1
				** VENDOR TOTALS *	40.00	01-03-2012	40.00		40.00				
294686	1 I	2/23/2010	2/11/2010	SYMPATHY PLANT-FRANK TH	45.00		45.00		45.00	01			1
				** VENDOR TOTALS *	45.00	01-10-2012	45.00		45.00				
				** VENDOR TOTALS *	130.00		130.00		130.00				
3641586	1 I	2/23/2010	2/09/2010	2330 HAYSVILLE HEALTH MART WORK COMP MEDICINE CLAI	12.60		12.60		12.60	01			1
				** VENDOR TOTALS *	12.60	01-02-2012	12.60		12.60				
PO 10134	1 I	2/23/2010	2/11/2010	2370 HAYSVILLE USD 261 SOS DAY 1/18/10	57.01		57.01		57.01	30			1
				** VENDOR TOTALS *	57.01	30-50-2094	57.01		57.01				
16773	1 I	2/23/2010	2/01/2010	2673 INSTANT TIRE SERVICE SERVICE CALL/TIRE REPAI	25.83		25.83		25.83	10			1
				** VENDOR TOTALS *	25.83	10-30-2006	25.83		25.83				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
	2	I		SERVICE CALL/TIRE REPAI	25.83		25.83		25.83	11			1
	3	I		SERVICE CALL/TIRE REPAI JD 6410 TRACTOR	25.84	11-31-2006	25.84		25.84	21			1
				* INVOICE TOTALS	77.50		77.50		77.50				
				** VENDOR TOTALS *	77.50		77.50		77.50				
				2720 IIMC									
2010 DUES	1	I	2/23/2010	2/16/2010 BEVERLY RODGERS - PRIMA	125.00		125.00		125.00	01			1
						01-01-2064							
	2	I		JANIE COX - ASSOCIATE M	75.00		75.00		75.00	01			1
						01-01-2064							
				* INVOICE TOTALS	200.00		200.00		200.00				
				** VENDOR TOTALS *	200.00		200.00		200.00				
				2842 JOHN DEERE CREDIT									
1150221	1	I	2/23/2010	1/30/2010 JD 310SJ LEASE	2500.00		2500.00		2500.00	10			1
						10-30-2040							
	2	I		JD 310SJ LEASE	2500.00		2500.00		2500.00	11			1
						11-31-2040							
	3	I		JD 310SJ LEASE	2500.00		2500.00		2500.00	21			1
						21-41-2040							
				* INVOICE TOTALS	7500.00		7500.00		7500.00				
				** VENDOR TOTALS *	7500.00		7500.00		7500.00				
				2850 JOHNSTONE SUPPLY									
138868	1	I	2/23/2010	1/20/2010 PROGRAMMABLE THERMOSTAT 3 @ 31.64	94.92		94.92		94.92	30			1
						30-50-2025							
	2	I		PROGRAMMABLE THERMOSTAT 5 @ 59.07	295.35		295.35		295.35	30			1
						30-50-2025							
				* INVOICE TOTALS	390.27		390.27		390.27				
				** VENDOR TOTALS *	390.27		390.27		390.27				
				2900 KANSAS RECREATION & PARK ASSOC									
2010 DUES	1	I	2/23/2010	2/11/2010 HAC AGENCY MEMBERSHIP D	375.00		375.00		375.00	30			1
						30-50-2015							
	2	I		J SOHM-INDIVIDUAL MEMBE	64.00		64.00		64.00	30			1
						30-50-2015							
	3	I		K BLUE-INDIVIDUAL MEMBE	64.00		64.00		64.00	30			1
						30-50-2015							
	4	I		R ARNESON-MEMBERSHIP DU	64.00		64.00		64.00	30			1
						30-50-2015							
				* INVOICE TOTALS	567.00		567.00		567.00				
				** VENDOR TOTALS *	567.00		567.00		567.00				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

1020751	1 I	2/23/2010	1/31/2010	2940 KANSAS DIVISION OF INFORMATION TELETYPE PHONE LINE SER JANUARY 2010 SERVICES	240.66		240.66		240.66	01			1
				** VENDOR TOTALS *	240.66		240.66	01-02-2002	POLICE TELEPHONE 240.66				
3653	1 I	2/23/2010	2/09/2010	3435 KEN'S PRINTING & COPYING 5M POOL PASSES/ 500 PAD	116.00		116.00		116.00	12			1
	2 I			COMPOSITION CHANGE (YEA	8.00		8.00	12-32-2004	MUN POOL OFFICE EXPENSE 8.00	12			1
				* INVOICE TOTALS	124.00		124.00	12-32-2004	MUN POOL OFFICE EXPENSE 124.00				
				** VENDOR TOTALS *	124.00		124.00		124.00				
FEB 2010	1 I	2/23/2010	2/17/2010	3476 DOJANG LLC dba MONTHLY LESSONS 13 STUDENTS @ \$15.00 EA	195.00		195.00		195.00	30			1
				** VENDOR TOTALS *	195.00		195.00	30-50-1100	RECREATION DEPT SALARY/GRANT 195.00				
213912185	1 I	2/23/2010	2/07/2010	3500 KONICA MINOLTA BUSINESS COPIER MAINTENANCE PLAN	35.01		35.01		35.01	01			1
213914317	1 I	2/23/2010	2/08/2010	COPIER MAINTENANCE PLAN	25.30		25.30	01-02-2040	POLICE CONTRACTUAL 25.30	01			1
				** VENDOR TOTALS *	60.31		60.31	01-12-2004	SR CENTER OFFICE EXPENSE 60.31				
917806	1 I	2/23/2010	2/02/2010	3642 LAW/KINGDON ARCHITECTURE JAN 2010 PROJECT SERVIC CITY HALL RECONSTRUCT/R	6910.00		6910.00		6910.00	90			1
				** VENDOR TOTALS *	6910.00		6910.00	90-00-2001	BOND SERIES 2010 PR YR AP 6910.00				
WI006356	1 I	2/23/2010	2/09/2010	3691 LEWIS-GOETZ & COMPANY 22-40 MICRON FILTER ELE	211.20		211.20		211.20	10			1
	2 I			SHIPPING FILTERS FOR LIFT STATIO	12.39		12.39	10-30-2006	SEWER EQUIPMENT MAINTENANCE 12.39	10			1
				* INVOICE TOTALS	223.59		223.59	10-30-2006	SEWER EQUIPMENT MAINTENANCE 223.59				
				** VENDOR TOTALS *	223.59		223.59		223.59				
FEB 2010	1 I	2/23/2010	2/17/2010	3694 LIES TRASH SERVICE CITY BLDG TRASH SERVICE	40.00		40.00		40.00	01			1
	2 I			CITY BLDG TRASH SERVICE	40.00		40.00	01-09-2040	BLDG & GROUNDS CONTRACTUAL 40.00	10			1
	3 I			CITY BLDG TRASH SERVICE	40.00		40.00	10-30-2040	SEWER CONTRACTUAL 40.00	11			1
	4 I			ACT CTR TRASH SERVICE	80.00		80.00	11-31-2040	WATER CONTRACTUAL 80.00	30			1
	5 I			SR CTR TRASH SERVICE	50.00		50.00	30-50-2003	RECREATION DEPT UTILITIES 50.00	01			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
				* INVOICE TOTALS	11.30		11.30	21-41-2006	STREET EQUIPMENT MAINTENANCE				
169824	1 I	2/23/2010	2/05/2010	CABLE, EJECTOR, O-RINGS	15.92		15.92		15.92	01			1
	2 I			CABLE, EJECTOR, O-RINGS 955 MOWER REPAIRS	15.92		15.92	01-03-2006	PARK EQUIPMENT MAINTENANCE	21			1
				* INVOICE TOTALS	31.84		31.84	21-41-2006	STREET EQUIPMENT MAINTENANCE				
171169	1 I	2/23/2010	2/12/2010	STUD- FOR GATOR	4.83		4.83		4.83	10			1
	2 I			STUD- FOR GATOR	4.83		4.83	10-30-2006	SEWER EQUIPMENT MAINTENANCE	11			1
	3 I			STUD- FOR GATOR	4.84		4.84	11-31-2006	WATER EQUIPMENT MAINTENANCE	21			1
				* INVOICE TOTALS	14.50		14.50	21-41-2006	STREET EQUIPMENT MAINTENANCE				
171174	1 I	2/23/2010	2/12/2010	FILTERS -855 MOWER	30.62		30.62		30.62	01			1
	2 I			FILTERS -855 MOWER	30.62		30.62	01-03-2006	PARK EQUIPMENT MAINTENANCE	21			1
				* INVOICE TOTALS	61.24		61.24	21-41-2006	STREET EQUIPMENT MAINTENANCE				
171176	1 I	2/23/2010	2/12/2010	LOW VISCOSITY HYDRAULIC 1600 & 997 MOWERS	300.60		300.60		300.60	01			1
172143	1 I	2/23/2010	2/16/2010	IDLER, SPACER, SHIELD	63.00		63.00	01-03-2006	PARK EQUIPMENT MAINTENANCE	01			1
	2 I			IDLER, SPACER, SHIELD 955 MOWER DECK BEARINGS	62.99		62.99	01-03-2006	PARK EQUIPMENT MAINTENANCE	21			1
				* INVOICE TOTALS	125.99		125.99	21-41-2006	STREET EQUIPMENT MAINTENANCE				
				** VENDOR TOTALS *	755.25		755.25		755.25				
				4860 QUILL CORPORATION									
3516813	1 I	2/23/2010	2/11/2010	OFFICE SUPPLIES	61.56		61.56		61.56	01			1
3543610	1 I	2/23/2010	2/12/2010	OFFICE SUPPLIES	436.30		436.30	01-02-2004	POLICE OFFICE EXPENSE	01			1
3544566	1 I	2/23/2010	2/12/2010	OFFICE SUPPLIES	38.19		38.19	01-02-2004	POLICE OFFICE EXPENSE	01			1
				** VENDOR TOTALS *	536.05		536.05	01-02-2004	POLICE OFFICE EXPENSE				
				5173 S & S EQUIPMENT COMPANY INC									
104496	1 I	2/23/2010	2/09/2010	20WT QUIN-CIP OIL	18.97		18.97		18.97	10			1
	2 I			2 ELEMENTS @ 14.89	29.78		29.78	10-30-2006	SEWER EQUIPMENT MAINTENANCE	10			1
	3 I			2 OIL FILTERS @ 21.26	42.52		42.52	10-30-2006	SEWER EQUIPMENT MAINTENANCE	10			1
	4 I			LABOR	65.00		65.00	10-30-2006	SEWER EQUIPMENT MAINTENANCE	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
	2 I			SUPER CLEAN- 5 GAL PAIL	59.95		59.95		59.95	10			1
				* INVOICE TOTALS	109.90		109.90		109.90				
				** VENDOR TOTALS *	145.37		145.37		145.37				
9050107209	1 I	2/23/2010	1/29/2010	5897 THERMO PROCESS INSTRUMENTS LP DED TRANSIT TIME FLOWME CALIBRATED W/NEW CABLES	207.00		207.00		207.00	10			1
	2 I			FREIGHT	16.00		16.00		16.00	10			1
				* INVOICE TOTALS	223.00		223.00		223.00				
				** VENDOR TOTALS *	223.00		223.00		223.00				
328549	1 I	2/23/2010	2/01/2010	5940 TRUCK PARTS & EQUIPMENT INC PARTS & LABOR-BLOWER	246.59		246.59		246.59	10			1
	2 I			PARTS & LABOR-BLOWER	246.59		246.59		246.59	11			1
	3 I			PARTS & LABOR-BLOWER AIR CURTAIN / BLOWER	246.58		246.58		246.58	21			1
				* INVOICE TOTALS	739.76		739.76		739.76				
				** VENDOR TOTALS *	739.76		739.76		739.76				
FEB 2010	1 I	2/23/2010	2/10/2010	6030 UNITED STATES POSTAL SERVICE PAYMENT ON PERMIT #1	316.67		316.67		316.67	10			1
	2 I			WATER BILL MAILING PERM	633.33		633.33		633.33	11			1
				* INVOICE TOTALS	950.00		950.00		950.00				
				** VENDOR TOTALS *	950.00		950.00		950.00				
PO 10142	1 I	2/23/2010	2/12/2010	6135 UNIFIRST CORPORATION HAND SOAP-SHOP TOWELS-S	20.80		20.80		20.80	10			1
	2 I			HAND SOAP-SHOP TOWELS-S	20.80		20.80		20.80	11			1
	3 I			HAND SOAP-SHOP TOWELS-S	20.80		20.80		20.80	21			1
	4 I			2 WK UNIFORM SERVICE	89.10		89.10		89.10	01			1
	5 I			2 WK UNIFORM SERVICE	14.36		14.36		14.36	01			1
	6 I			2 WK UNIFORM SERVICE	122.19		122.19		122.19	10			1
	7 I			2 WK UNIFORM SERVICE	133.41		133.41		133.41	11			1
	8 I			2 WK UNIFORM SERVICE	14.06		14.06		14.06	14			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
	9 I			2 WK UNIFORM SERVICE	76.29		76.29		76.29	21			1
				* INVOICE TOTALS	511.81		511.81		511.81				
				** VENDOR TOTALS *	511.81		511.81		511.81				
33696	1 I	2/23/2010	2/15/2010	6280 VOICE PRODUCTS INC 16 CH RECORDING SYSTEM	350.00		350.00		350.00	01			1
				** VENDOR TOTALS *	350.00		350.00		350.00				
793749	1 I	2/23/2010	2/01/2010	6362 WATER PRODUCTS INC 12" MJXMJ GATE VALVE W/ MERIDIAN WATER LINE PRO	1270.00		1270.00		1270.00	11			1
				** VENDOR TOTALS *	1270.00		1270.00		1270.00				
102686	1 I	2/23/2010	2/03/2010	6472 WICHITA AIR FILTER SUPPLY CO ASST. FURNANCE FILTERS-	44.37		44.37		44.37	01			1
	2 I			ASST. FURNANCE FILTERS-	44.37		44.37		44.37	10			1
	3 I			ASST. FURNANCE FILTERS-	44.37		44.37		44.37	11			1
	4 I			ASST. FURNANCE FILTERS- 48 FILTERS TOTAL	44.37		44.37		44.37	21			1
				* INVOICE TOTALS	177.48		177.48		177.48				
				** VENDOR TOTALS *	177.48		177.48		177.48				
PO 11708	1 I	2/23/2010	2/10/2010	6712 WINFIELD RECREATION COMMISSION KRPA CONFERENCE LODGING ROB ARNESON	112.81		112.81		112.81	30			1
				** VENDOR TOTALS *	112.81		112.81		112.81				
				BANK TOTALS	43229.89		43229.89		43229.89				
				TOTAL MANUAL CHECKS					.00				
				TOTAL E-PAYMENTS					.00				
				TOTAL PURCH CARDS					.00				
				TOTAL OPEN PAYMENTS					43229.89				
				GRAND TOTALS	43229.89		43229.89		43229.89				

CK #	DATE	PAYEE	DESCRIPTION	DEPARTMENT	AMOUNT
41826	02/05/10	SG County Dept. on Aging	Student Registration Fee - Ethnogeriatrics Conference on 2/19	Sr. Ctr. - Training/Educ/Travel	35.00
41827	02/05/10	Tony Meek	Reimburse for SG Co. Master Electrician - License Expires 12/31/11	Wastewater - Miscellaneous	20.00
41828	02/08/10	Wesley Freeman	Refund for SOS Days at the HAC - Rcpt. #34109	Recreation Revenue - Latchkey	35.00
41829	02/08/10	Tess Haws	Refund Deposit on Comm. Bldg. Rental 1/23 - Rcpt. #83216	General Revenue - Bldg. Rentals	50.00
41830	02/08/10	Karla Jeardoe	Refund Deposit on Comm. Bldg. Rental 1/31 - Rcpt. #83216	General Revenue - Bldg. Rentals	50.00
41831	02/11/10	Roller City	SOS Field Trip - 50 Admissions at \$3 per Admission	Recreation - Latchkey	150.00
41832	02/15/10	Family Video	Movies for SOS Day	Recreation - Latchkey	14.52
41833	02/12/10	Chuck E Cheese	SOS Field Trip	Recreation - Latchkey	329.96
41834	02/17/10	Wichita Stamp & Seal, Inc.	Name Plate for Camille Tullis - Inv. #177262	Gen. Govt. - Miscellaneous	8.11
41835	02/17/10	Tess Haws	Refund Deposit on Comm. Bldg. Rental 2/6 - Rcpt. #83216	General Revenue - Bldg. Rentals	50.00
41836	02/17/10	Camla Parker	Refund Deposit on Comm. Bldg. Rental 2/14 - Rcpt. #83440	General Revenue - Bldg. Rentals	50.00
41837	02/17/10	VOID	VOID	VOID	-
41838	02/18/10	Haysville Chamber of Commerce	Chamber Lunch on 02/18/10	Gen. Govt. - Miscellaneous	16.00
41839	02/18/10	Steve Kingsley	Refund on Coach Fee Youth Basketball - Rcpt. #34298	Recreation - Prior Year A/P	40.00
41840	02/18/10	Bryan Leslie	Refund on Coach Fee Youth Basketball - Rcpt. #34366	Recreation - Prior Year A/P	40.00
41841	02/18/10	Jennifer Hayes	Refund on Coach Fee Youth Basketball - Rcpt. #34380	Recreation - Prior Year A/P	40.00
41842	02/18/10	Lamberta Goulette	Refund on Coach Fee Youth Basketball - Rcpt. #34360	Recreation - Prior Year A/P	40.00
41843	02/18/10	Mitch Lindsay	Refund on Coach Fee Youth Basketball - Rcpt. #34394	Recreation - Prior Year A/P	40.00
41844	02/18/10	Phillip Hayes	Refund on Coach Fee Youth Basketball - Rcpt. #34408	Recreation - Prior Year A/P	40.00
41845	02/18/10	Wichita Winwater Works	Materials for Water Department - Inv. #168292	Water - Materials	8.24
41846	02/18/10	Kim Landers	Reimbursement for Sr. Ctr. Supplies - Inv. #337418	Sr. Ctr. - Miscellaneous	56.02
				TOTAL CHECKS WRITTEN	1,112.85

Council Action Requests: Open Cases and Requests Received 1st Quarter 2010

	Cleared request		Case in Municipal Court System
	Request forwarded to different department		
<p>To: Police Chief # 101-10 Date: 1-27-10 Address of Request: 328 W. 7th Action Requested: Parking in front yard and also in back. Has a lot of trash in back yard needs to be cleaned up. They have a double drive and garage they could be using. Please: Check Into Submitted by: Pat Ewert</p> <p>UPDATE: Remarks from Staff: Location was checked 1/27/10. This Action Request will be forwarded to Code Enforcement for resolution of violations. Violations are on private property. Staff Name: Mike McElroy Date: 1-27-10</p>			
<p>UPDATE: Remarks from Staff: I gave them a door hanger yesterday, 1/27/10, and will reinspect on 2/8/10. Staff Name: Rick Linebarger Date: 1-28-10</p>			
<p>UPDATE: Remarks from Staff: 328 W. 7th has moved their vehicle out of their yard and picked up the trash, so I'm going to go ahead and close the case as of 2/8/10. Staff Name: Rick Linebarger Date: 2-8-10</p>			

the requirements of a temporary portable business and that gives them three months to be at that location. Dorner stated they need to be behind the building setback, so they will have to move a couple of their red boxes back from the present location.

- **February 5 Update:** Registered letter sent. No return receipt as of this date.
- **February 18 Update:** Staff is still researching this issue and there has been no response to the registered letter sent.

Councilperson Steve Crum

- Councilperson Steve Crum asked about the possibility of putting a crosswalk or some kind of signage on Baughman between the Weckworth buildings to allow employees to cross safely. Police Chief Mike McElroy stated he would look into it and get back with him at a later time.
- **December 23 Update:** Staff met with the City Attorney to discuss the issue and a meeting will be scheduled after year end to continue discussion.
- Councilperson Steve Crum asked if there was security required when the band shell at the park is rented out. City Clerk Beverly Rodgers stated it was not a requirement. Crum stated the City should have a policy to have some type of security there. Crum stated he understood there was trouble over there a couple of weeks ago and if there was going to be a band over there, there needs to be security there.
- **October 23 Update:** Staff is doing research and information will be brought back at a later time.

Councilperson Keith Pierce

- Councilperson Pierce asked Council to reconsider the pros and cons of four year terms of Council versus the two year terms. Pierce said it could be discussed later. (September 8, 2008)
- **February 6 Update:** During the January 12, 2009 Council meeting Councilperson Pierce reiterated that he would still like to address the length of terms for Councilpersons but was going to wait until the upcoming elections were over.

No Supporting Documents