

CITY OF HAYSVILLE

Agenda

November 9, 2015

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastor David Vetter, West Haysville Baptist Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Police Department Promotion

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of October 26<sup>th</sup>, 2015](#)

ITEM #1 CITIZENS TO BE HEARD

ITEM #2 APPROVAL OF LICENSES AND BONDS

- A. [Cereal Malt Beverage License Renewal - Homeland Store #646 – 201 N. Main St.](#)
- B. [Cereal Malt Beverage License Renewal - Kwik Shop #776 – 750 S. Meridian](#)

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. [Memo to Council Re: New Business](#)

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

- A. [Consideration of Contract with Sedgwick County](#)
- B. [Consideration of Transfer of City-Owned Property to Haysville Land Bank](#)
- C. [Consideration of Franchise Agreement with Zayo Group, LLC](#)
- D. [Consideration of Termination of Agreement with Central Sand Company](#)

E. [Consideration of Online Marketing Proposals](#)

ITEM #7 DEPARTMENT REPORTS

A. Administrative Services – Will Black

B. City Clerk – Janie Cox

C. Police – Jeff Whitfield

D. Public Works – Randy Dorner

E. Recreation – Georgie Carter

ITEM #8 APPOINTMENTS

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 First Half of November](#)

ITEM #12 CONSENT AGENDA

ITEM #13 COUNCIL ITEMS

A. Council Concerns

ITEM #14 ADJOURNMENT

The Regular Council Meeting was called to order by Mayor Bruce Armstrong at 7:01 p.m. in the Haysville Municipal Building, 200 West Grand Avenue.

Roll was taken by Recording Secretary Ginger Cullen: Kessler here, Kanaga here, B. Rardin here, Ewert here, Benner here, J. Rardin here, Crum here, Thompson here.

Invocation was given by Councilperson Bob Rardin.

Mayor Bruce Armstrong led everyone present in the Pledge of Allegiance.

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of October 13<sup>th</sup>, 2015.

Motion by Crum – Second by Kessler

I make a motion that we approve the minutes from October 13<sup>th</sup>, 2015.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert abstain, Benner abstain, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Citizens to be Heard, Mayor Bruce Armstrong called for the Sedgwick County Fire Department. Lieutenant Jon Longbine reviewed alarm data for September. He advised October was Fire Prevention Month and firefighters had been visiting Pre-K and Kindergarten classes in town about fire prevention. Lieutenant Longbine was available to answer questions from Council.

Under Citizens to be Heard, Mayor Bruce Armstrong advised the person on the agenda scheduled to speak regarding expansion of the school zone on west Grand was not present. Mayor Armstrong advised the city is currently looking at the issue as well.

There were no Licenses or Bonds.

Under Introduction of Ordinances and Resolutions, Mayor Bruce Armstrong presented AN ORDINANCE AUTHORIZING THE CITY OF HAYSVILLE, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COST OF FINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF AN ACTIVITY CENTER; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH. The city's financial advisor, Chuck Bouilly of George K. Baum and Company was available to answer questions from Council.

Motion by Crum – Second by B. Rardin

If there are no other questions, I'll go ahead and make a motion to approve AN ORDINANCE AUTHORIZING THE CITY OF HAYSVILLE, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COST OF FINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF AN ACTIVITY CENTER;

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AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, Benner yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Notices and Communications, Mayor Bruce Armstrong called for Governing Body Announcements. Councilperson Steve Crum gave updates for the library. He discussed Red Ribbon Week and advised of recent achievements by Campus sports teams.

Under Notices and Communications, Mayor Bruce Armstrong presented a Memo to Council Regarding New Businesses and an Email from Cox Communications Regarding Channel Changes.

There was no Old Business.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Conditional Use Permit for 1745 W. Grand Avenue. Planning Coordinator Zach McHatton advised there were several criteria considered by the Planning Commission before the recommended approval of the Conditional Use Permit. McHatton reviewed the guidelines which were considered. Mayor Armstrong clarified that a traffic study would not be required on Meridian, as the school district's engineer at PEC did not recommend it. Councilperson Steve Crum asked if the city would be conducting the traffic study as the city already owns traffic counters. Mayor Armstrong advised the traffic study would be done by an engineering firm, not the city.

Motion by Crum – Second by Ewert

If there is no other discussion, I'll go ahead and make a motion that we approve this Conditional Use Permit for the school and transportation department at 1745 W. Grand, Haysville.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, Benner yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Mayor Bruce Armstrong asked for Department Reports.

Chief Administrative Officer Will Black advised, as requested at the last Council meeting, that it would take 10.91 months to reimburse the utility funds from 1996, which were used to fund the wastewater treatment plant. Councilperson Steve Crum asked when the loan would be repaid. Black advised the final payment would be made at the end of October, 2015. Black then introduced Economic Development Director James Oltman, who advised of upcoming events in the city. Additional discussion then occurred regarding the utility fund and the sewer fee on water bills. Councilperson Mike Kanaga stated he didn't think it was right to continue to charge citizens the fee until October of 2016 if the loan would be repaid in October of 2015.

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City Clerk Janie Cox had nothing to report.

Police Chief Jeff Whitfield stated the visiting officer was Lieutenant Kevin Sexton. He also asked citizens to be aware of children on Halloween and asked adults to get a designated driver rather than drink and drive.

Public Works Director Randy Dorner advised of progress on the River Forest hike and bike trail project. He also advised the fountain would be drained the first week of November. Councilperson Steve Crum asked about the city's salt supply. Dorner gave details.

Recreation Director Georgie Carter advised of upcoming activities at the Activity Center.

There were no Appointments.

There were no Off Agenda Citizens to be Heard.

Under Executive Session, Mayor Bruce Armstrong presented an Executive Session Regarding Attorney Client Privilege, not to exceed 10 minutes. He requested that those present include Council, City Attorney Alison McKenney Brown, and Chief Administrative Officer Will Black.

Motion by Kessler – Second by B. Rardin

I make a motion that we enter into executive session, not to exceed 10 minutes, to include Mayor, Council, Attorney and Will.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, Benner yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Council entered Executive Session at 7:35. Mayor Bruce Armstrong called the Council meeting back to order at 7:45. He advised no binding action was taken.

Motion by Kessler – Second by B. Rardin

Mayor and Council, I make a motion to let John Moriconi assume the note for the property at 360 N. Main under the same terms.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, Benner yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Bills to be Paid, Mayor Bruce Armstrong presented the Bills to be Paid for the Last Half of October.

Motion by Ewert – Second by B. Rardin

I'd like to make a motion that we pay the last half of October bills.

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Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, Benner yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

There was nothing under the Consent Agenda.

Under Council Items, Mayor Bruce Armstrong asked for Council Concerns. Councilperson Steve Crum asked citizens to please be attentive in school zones.

Mayor Bruce Armstrong presented for approval Adjournment.

Motion by Kessler – Second by Ewert

Mayor and Council, I make a motion that we adjourn tonight's meeting.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, Benner yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

The Regular Council Meeting adjourned at 7:47 p.m.

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Janie Cox, City Clerk

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# MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Kayla Corby, Administrative Secretary

DATE: 11/9/15

RE: 2015 Cereal Malt Beverage Renewals

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The following businesses have made application for their Cereal Malt Beverage License:

**Homeland Store #646** – 201 N. Main St.  
**Kwik Shop #776** – 750 S. Meridian

All requirements have been met and fees have been paid. Approval is recommended.

Sincerely,

Kayla Corby  
Administrative Secretary  
City of Haysville

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## MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council  
FROM: Kayla Corby, Administrative Secretary  
DATE: 11-09-2015  
RE: 2015 New Business

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

**Mi Casa Mexican Restaurant** – 111 N. Main St.

Sincerely,

Kayla Corby  
Administrative Secretary  
City of Haysville

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*Sedgwick County...  
working for you*

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## Department on Aging

2622 W. Central, Ave., Suite 500, Wichita, KS 67203-4974 - [www.sedgwickcounty.org](http://www.sedgwickcounty.org) - TEL: 316-660-7298 - FAX: 316-660-1936

Annette Graham  
Director

October 23, 2015

Bruce Armstrong  
City of Haysville  
160 E. Karla  
Haysville, KS 67060

Dear Mr. Armstrong,

A contract for your Haysville Senior Center for FY16 is enclosed for your review. If you have any questions about the contract, I'd be happy to visit with you. Please leave the date blank on the first page, and sign and date the last page. The contract is to be returned to me by **Friday, November 6**. When it is signed by the Board of County Commissioners, a fully executed copy will be sent.

Article 4: Compensation from the County, Item 4.5 Certificate of Tax Clearance was changed to read: Annually Contractor shall provide County with a Certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. For all new Contracts, the statement of tax clearance must be provided before contract initiation and cover a sufficient range of time as to cover the beginning date of the contract term. Tax Clearance Certificates can be obtained online at: <https://www.kor.org/TaxClearance/Self/Start.aspx>

I want to extend my sincere appreciation for what your organization does to support older adults. It's a pleasure working with you and your staff and I look forward to our continuing partnership.

Best regards,

Stacy Nilles  
Program Manager

Enclosure

**CITY OF HAYSVILLE, KANSAS**  
**Contract For**  
**Haysville Senior Center – Senior Center Level II**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and the City of Haysville, Kansas, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County wishes to make available certain services to residents of Sedgwick County, Kansas; and

WHEREAS, Contractor warrants that it is fully competent and capable of providing the services hereinafter described in a safe and efficient manner.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1: NATURE OF RELATIONSHIP**

- 1.1 Contractual Relationship. It is understood and agreed that the legal relationship between Contractor and the County is contractual in nature.
- 1.2 Independent Contractor. The County hereby engages and retains Contractor as an independent contractor and Contractor accepts said engagement and retention. No other relationship is intended to be created between the parties, and nothing herein shall be construed so as to give either party any rights as an agent, employee, joint venturer or partner with the other party. As an independent contractor, the Contractor and its employees will not be within the protection or coverage of the County's worker's compensation insurance (subject to the provisions of K.S.A. § 44-505). Further, neither Contractor nor any of its employees shall be entitled to receive any current or future benefits provided to employees of the County. The County shall not be responsible for withholding social security, unemployment compensation, or state or federal income tax from payments made by the County to Contractor.
- 1.3 Term. This Contract shall become a legal and binding agreement upon signature of same by both parties, but shall be effective as of January 1, 2016(the "Effective Date"). This contract terminates on December 31, 2016. Notwithstanding the foregoing, the term of this Contract may continue on a month to month basis for a reasonable time after December 31, 2016 if: (A) both parties mutually agree to continue operating under the terms of this Contract while actively negotiating a contract for 2017; and (B) funds are available for the 2017 program year.

- 1.4 Required Certifications. If Contractor is a corporation, limited liability company or other entity that is officially organized in Kansas, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to the County on or before the date this Contract is executed by Contractor.
- 1.5 Sign(s)/Decal(s). Contractor agrees to allow the County, upon the County's request, to place sign(s) or decal(s) on Contractor's premises (i.e., front entrance to facility, vehicle door, etc.), said location to be mutually agreed upon in advance by the parties, which sign(s) or decal(s) shall state: "A portion of the funding for this program is provided by the Board of County Commissioners," or similar language evidencing Sedgwick County's contribution to Contractor's operations.
- 1.6 Contract Between Municipalities. This Contract is a contract between municipalities, pursuant to K.S.A. 12-2908.

## **ARTICLE 2: SCOPE OF SERVICES**

- 2.1 Purpose. It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a Senior Center for "eligible participants," as defined in this Agreement, in order to enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. The Senior Center is named "Haysville Senior Center Level 2" and shall be operated by Contractor at its facility located at 160 E. Karla Ave., Haysville, Kansas, 67060.
- 2.2 General Conditions.
  - A. Contractor agrees that any funds provided for services under this Contract, which are unexpended upon termination of this Contract, will be returned to County.
  - B. Contractor agrees that its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
  - C. It is mutually agreed by and between County and Contractor that this Contract will be evaluated by County in terms of obtaining goals and objectives.
  - D. Contractor shall provide written notice to the Director of the Sedgwick County Department on Aging if it is unable to provide the required quantity or quality of services.

- E. Contractor agrees to submit required eligible participant data reports and demographics reports by the 10th day of July 2016 and January 2017. These semi-annual reports will include the following:
1. Total unduplicated membership count (participant must physically come in to the Center to be counted).
  2. Total duplicated participant count for each baseline, *Special Event* and *Educational* activity.
- F. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department on Aging shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Contract.
- G. If applicable, Contractor agrees to submit to the Sedgwick County Department on Aging a copy of its 501(c)(3) prior to this Contract taking effect. A copy will be maintained in the Contractor's file for reference. Contractor further agrees to notify the Director of the Sedgwick County Department on Aging of any issues or concerns raised by the IRS about its 501(c)(3). The County may require Contractor to submit to the County a written action plan, updated as necessary, detailing the steps Contractor will follow to regain good standing of its 501(c)(3).
- H. Contractor agrees to provide the Sedgwick County Department on Aging a copy of its *Organizational Chart*. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the Contract year.
- I. Contractor agrees to provide the Sedgwick County Department on Aging a list of its *Board of Directors*, which is to include each member's name, address and phone number. This should be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the Contract year.
- J. Contractor agrees to provide a *smoke free building*. In the event that a Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by the County until Contractor is deemed compliant with the requirements of this paragraph.
- K. Contractor understands and agrees that attendance is required at the quarterly Senior Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department on Aging.

L. Contractor understands and agrees that an eligible participant in this program is:

- 1) a resident of Sedgwick County, Kansas; and
- 2) fifty-five (55) years of age or older.

### 2.3 Senior Center Goals and Objectives.

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. A Senior Center Level 2 will be open six (6) to eight (8) hours per day, five (5) days per week.

#### A. GOALS.

- 1) Each Senior Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) Each Senior Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
  - a) Adult Day Care
  - b) Case Management
  - c) Chore/Minor Home Repair
  - d) Commodities
  - e) Employment
  - f) Forms Assistance - Entitlement/Social Security/Medicaid
  - g) Housing Assistance/Referrals/Matches
  - h) In-Home Services - Respite/Homemaker/Personal Care including:
    1. Program literature
    2. Resources from the Center Director
  - i) Legal Assistance
  - j) Nutrition - Congregate/Homebound
  - k) Shopping and Errand Assistance
  - l) Support Groups
  - m) Translation/Interpretation
  - n) Transportation
  - o) Wellness Screenings

- 3) Each Senior Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
- 4) Each Senior Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
- 5) Each Senior Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

Each Senior Center Level 2 will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). A Senior Center Level 2 will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
  - a) Crafts
  - b) Exercise
  - c) Games
  - d) Potluck/Meals
  - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. A Senior Center Level 2 will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:

- a) Community Charities
  - b) Fundraising
  - c) Intergenerational Programs
  - d) Dinner Events with Programs
  - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. A Senior Center Level 2 will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include programs on: evidence-based programming (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\disease prevention programs) caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
- a) Community Education
  - b) Education Services
  - c) Health Presentations/Workshops
  - d) Advocacy Opportunities
  - e) Retirement Planning
  - f) Volunteer Services and Opportunities
  - g) Educational Tours and Cultural Enrichment
- 4) The Center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
- a) Create/Provide an entry point for aging services.
  - b) Be informed on aging services available within the community.
  - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
    - « Advocacy
    - « Counseling
    - « Information and Assistance on services, which includes those, listed in section 2.A.2) (also includes program literature and resources).
    - « Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).

- d) Provide the specified number of activities for each category.
  - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
  - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department on Aging Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
  - g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Information and Assistance meeting.
  - h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
  - i) Maintain daily activity sign in sheets and compile data into a spreadsheet program (provided by Sedgwick County Department on Aging).
  - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The Center will have adequate space for the following:
- a) Social and companionship activities; and
  - b) Separate privacy area for the purpose of counseling or meetings.
- 6) A Senior Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.

- 7) A Senior Center should expend the funds as outlined in the budget to accomplish the goals of the program.

**NOTE:** ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT ON AGING WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

#### 2.4 Goals, Objectives, and Outcomes.

##### A. Goals:

1. The Senior Center will offer health and wellness, social, and educational activities to stimulate older adults, promote independence and encourage community connectedness. The Senior Center will be a community focal point for older adults to access information and services.
2. Increase membership of individuals between 55 and 65 years old.
3. Seniors will be more aware of heart disease and what they can do to help prevent it.

##### B. Objectives:

- 1.a. Provide ten (10) baseline activities which occur on a regular basis throughout the fiscal year.
- 1.b. Provide fifteen (15) special events throughout the fiscal year
- 1.c. Provide forty (40) educational presentations, outings or events throughout the fiscal year.
2. Provide at minimum of one activity a month either on weekends or evenings to meet the needs of the younger generation.
3. Provide at least one educational program on heart disease on an annual basis.

C. Outcomes:

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.
2. Fifteen percent (15%) increase in active members between the ages of 55 to 65.
3. Ninety percent (90%) of participants who attend this program will state on their evaluation that they are more aware of heart disease and what they can do to help prevent it.

**ARTICLE 3: OTHER PROGRAM MATTERS**

- 3.1 Payment of Taxes and Insurance. The Contractor acknowledges and attests to working in the capacity of an independent contractor free from direction and control. As such, no payroll or employment taxes of any kind shall be withheld or paid by the County on the Contractor's behalf. The payroll and employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal employment income tax, and state income and unemployment insurance taxes. No workers' compensation insurance has been or shall be obtained by the County for the Contractor or the Contractor's employees. It shall be the responsibility of the Contractor to provide these protections.
- 3.2 Confidentiality of Information. The Contractor agrees to comply with all federal and state laws and regulations governing the safeguard of confidential information. The Contractor shall not disclose any such information to any party other than the County without the County's prior written authorization specifying that the information is releasable. For the purpose of this Contract, all information, records, data and data elements collected and maintained of the operation of the Contract and pertaining to persons referred to Contractor under this Contract shall be protected by Contractor from unauthorized disclosure.
- 3.3 Compliance. The Contractor assures full compliance with the regulations, policies and procedures of the County. The Contractor agrees to become familiar with current policies and procedures, which affect this Contract. The County agrees to send the Contractor notice of any pertinent policy or procedure which has either been changed or formulated subsequent to this Contract, and Contractor agrees to be subject to said policy or procedure.
- 3.4 Applicable Law. This Contract shall be governed by the laws of the State of Kansas and the policies and procedures of the County.

**ARTICLE 4: COMPENSATION FROM THE COUNTY**

4.1 Method of Billing and Payment. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in this Contract, Contractor shall submit billing for services provided to County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Billing shall be supported with all documentation required by County, including, but not limited to, that documentation described in this Agreement. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items and services are those that are authorized by this Agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that any item or service was not provided to support the contract purpose.

4.2 Billing. All Mill Levy contracts are twelve-month contracts. Every effort should be made to expend the funds over this time frame. If in monitoring the program, it becomes apparent that all Mill Levy funds will not be expended by the fiscal year end (December 31, 2016), the County must be notified by October 15, 2016. At fiscal year-end (December 31, 2016) all billing for Mill Levy must be submitted by January 10, 2017. Failure to submit a final billing by January 10, 2017, will result in a loss of funds and billings will not be reimbursed. All financial reports should be billed to the dollar (no cents should be included on the report). All submitted financial reports must be originals and include an original signature.

4.3 Budget

Salaries/Benefits	\$27,625.00
Training	\$ 300.00
Office Supplies	\$ 600.00
Electric/Gas	\$ 6,400.00
Mileage	\$ 75.00
<b>TOTAL</b>	<b>\$35,000.00</b>

4.4 Taxes. The County shall not be responsible for any federal, state or local taxes, which may be imposed or levied upon Contractor as a result of this Contract.

- 4.5 Certificate of Tax Clearance. Annually Contractor shall provide County with a Certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. For all new Contracts, the statement of tax clearance must be provided before contract initiation and cover a sufficient range of time as to cover the beginning date of the contract term. Tax Clearance Certificates can be obtained online at: <https://www.kor.org/TaxClearance/Self/Start.aspx>
- 4.6 Services not Performed. Contractor shall not be entitled to receive payments for any program services Contractor is failing or has failed to perform.
- 4.7 Maximum Compensation. Contractor and County agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Contractor for performance of this Contract exceed the maximum amount of \$35,000.00

## **ARTICLE 5: APPEALS**

- 5.1 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, the Contractor shall retain the right to appeal, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*), any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests.

## **ARTICLE 6: CONTRACTOR'S PERSONNEL**

- 6.1 Minimum Wages. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).
- 6.2 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).
- 6.3 Background Checks. Contractor acknowledges and understands that entities or persons providing government-funded services to the public are subject to public scrutiny. During the term of this Contract and at all times when Contractor is providing services hereunder, Contractor is required to 1) obtain Kansas Bureau of Investigation (KBI) criminal background check(s) on all employees and 2) maintain proof on file of KBI criminal background check on employees working directly with potentially vulnerable seniors. Contractors utilizing very large numbers of volunteers may be permitted, at the sole discretion of the County, to use optional methods for ensuring the protection of the persons served pursuant to this Contract.
- 6.4 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding the execution of this Contract or, at any time during the pendency of this Contract, are restricted as follows:

- (A) persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing Contract Services, administering this Contract, or handling any funds conveyed hereunder;
- (B) persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing Contract Services or otherwise interacting in any way with persons served pursuant to this Contract; and
- (C) persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8-2116 and 8-2118.

The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military, or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

Any issues concerning the interpretation of this **Paragraph 6.4** or its application to an individual shall be referred to the Executive Director of the Sedgwick County Department on Aging (the "Executive Director"). The Executive Director's decision shall be final for purposes of compliance with this Contract.

## ARTICLE 7: FUNDING

- 7.1 Cash Basis and Budget Laws. The right of the County to enter into this Contract is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1112 and 10-1113), the Budget Law (K.S.A. § 79-2935), and other laws of the State of Kansas. This Contract shall be construed and interpreted in such a manner as to ensure the County shall at all times remain in conformity with such laws. Further, the County reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of any laws of the State of Kansas.
- 7.2 Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.
- 7.3 Open Meetings. By accepting public funding from the County, or funding administered by the County, Contractor agrees that all administrative meetings at which the

management or distribution of such funding is a topic will be open to County Officials and/or employees of the County.

- 7.4 Debarment/Suspension: Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from SAM and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so excluded. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under SAM and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

## **ARTICLE 8: RECORDS, REPORTS, PROCEDURES, and INSPECTIONS**

- 8.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.
- 8.2 Availability of Accounting Information.
- A. Contractor shall clearly identify and make readily accessible to the County:
- (i) all expense information; and
  - (ii) any other checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract.
- B. The information listed in Subparagraphs 8.2(A)(i) and (ii) is collectively referred to as "Accounting Information").
- 8.3 Reports.
- A. During the term of this Contract, Contractor shall furnish to the County, in such form as the County may require, such statements, records, reports, data and information (hereinafter collectively referred to as "Reports") pertaining to matters covered by this

Contract as the County requests. Payments to Contractor may be withheld by the County if Contractor fails to provide all required Reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Paragraph 8.3 shall be submitted to Contractor when all requested Reports are furnished to the County in an acceptable form. All records and information used in preparation of Reports are subject to review by the County to ensure the accuracy and validity of the information reported.

8.4 Access to Records.

- A. At any time Contractor shall make any and all of its Accounting Information and other records, books, papers, documents and data available to the County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:
  - (i) assisting in litigation or pending litigation; or
  - (ii) any audits or examinations reasonably deemed necessary by the County.
- B. The County shall be entitled to make excerpts, copies and transcriptions of any of the foregoing information.

**ARTICLE 9: CONFLICTS OF INTEREST**

9.1 Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Contract.

9.2 Interest of Public Officials and Others. No officer or employee of the County or any member of its governing body or other public official shall have any interest, direct or indirect, in this Contract or the proceeds hereof.

9.3 Employment Conflicts.

- A. Contractor shall submit written notice to the County in the event:
  - (i) an employee of the County shall also be an employee of Contractor at time this Contract is executed;
  - (ii) an employee of Contractor seeks additional/alternate employment with the County during the term of this Contract;
  - (iii) an employee of the County seeks additional/alternate employment with Contractor during the term of this Contract.

B. The County shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The County may immediately terminate this Contract without any further liability to Contractor if Contractor fails to adhere to the County's decision.

9.4 Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council's meeting) relating to the program and may not vote in person or by proxy on any matter related to, affecting or affected by the program.

9.5 Gratuities and Favors. Contractor shall not directly or indirectly offer any of the County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

#### **ARTICLE 10: ASSIGNMENT & SUBCONTRACTING**

10.1 Assignment. Neither this Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by Contractor without the prior written consent of the County. This Contract is binding upon and fully enforceable against the successors and assigns of Contractor, whether consented to or not.

10.2 Subcontracting. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. All approved subcontracts shall conform to the applicable requirements set forth in this Contract including any and all appendices and amendments, if any. Notwithstanding the County's consent to any subcontracting, Contractor shall remain fully responsible for all obligations of this Contract.

#### **ARTICLE 11: PUBLICATION OF CONTRACT RESULTS**

11.1 Contract Related Publications. If this Contract results in a book or other material, which may be copyrighted, the author is free to copyright the work. However, the County hereby reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

11.2. Documentation of Originality or Source. All published material and written reports submitted under this Contract or in conjunction with any third party agreements under this Contract will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in reports shall have the source identified either in the body of the report or in a footnote (regardless of whether the material is verbatim or in an extensive paraphrase format). All published material and written reports shall give notice that funds were provided by a grant from the County.

## ARTICLE 12: EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

### 12.1 Discrimination Prohibited.

- (A) In carrying out this Contract, Contractor shall not discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, or religion and shall comport its performances with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:
- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.* and 45 C.F.R. Part 80);
  - (ii) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.* and 29 C.F.R. Parts 1602, 1604, 1605, and 1606);
  - (iii) the Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.* and 29 C.F.R. Part 1625);
  - (iv) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.* and 45 C.F.R. Parts 90 and 91);
  - (v) the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 and 36, and 29 C.F.R. Parts 1602, 1627, and 1630);
  - (vi) the Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.* and 45 C.F.R. Parts 84 and 85);
  - (vii) the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.* and K.A.R. Articles 21-30, 21-31, 21-32, 21-33, 21-34, 21-50, and 21-70); and
  - (viii) the Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.* (including the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.*).

### 12.2 Non-Compliance.

- (A) Contractor shall be deemed to be in default of this Contract and it may be immediately canceled, terminated or suspended, in whole or in part, by the County if Contractor violates the applicable provisions of any of the acts, regulations or policies cited in Paragraph 12.1.
- (i) The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
  - (ii) In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission

- (iii) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
- (iv) If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.

12.3 Flow Through of Requirements. Contractor shall include the provisions of **Paragraphs 12.2** in all of Contractor's subcontracts and purchase orders in order to ensure such provisions are binding upon Contractor's subcontractors.

12.4 Exempt Contractors.

(A) The provisions of this Article 12 (with the exception of those provisions relating to the ADA) are recommended but not enforceable against Contractor if:

- (i) Contractor employs fewer than four (4) employees at all times during the term of this Contract; or
- (ii) all of Contractor's contracts with the County cumulatively total Five Thousand (\$5,000.00) or less during the fiscal year of the County pursuant to K.S.A. 44-1030(c).

12.5 EPA Approved Building. Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Contract is under consideration for such listing by the EPA.

## **ARTICLE 13: SUSPENSION & TERMINATION**

13.1 Suspension of Services. The County may, in its sole discretion, indefinitely suspend Contractor's performance of program services pursuant to this Contract by providing two (2) days notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from the County.

13.2 Termination in Specific Circumstances. In addition to the other provisions of the Contract authorizing termination in specific situations, the Contract may be terminated as specified in Paragraphs 13.3 and 13.4 below.

13.3 Termination for Cause.

- A. Contractor shall be deemed to have materially breached this Contract, and the County shall be entitled to terminate the Contract by providing written notice to the Contractor if Contractor:
- (i) fails to fulfill in a timely and proper manner any of its obligations under this Contract (and fails to cure such default within five (5) days after receipt of written notice);
  - (ii) violates any of the terms, covenants, representations, warranties, conditions, or stipulations of this Contract;
  - (iii) authorizes the winding up or reorganization of Contractor;
  - (iv) makes a general assignment for the benefit of creditors; or
  - (v) appoints a receiver.
- B. In such event, the County may pursue all damages incurred by the County as a result of Contractor's breach including, without limitation, incidental, consequential and punitive damages (to the extent allowed by law). The County may withhold any payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor are determined. In addition, any information prepared by Contractor to carry out this Contract including, without limitation, data, studies, surveys, records, drawings, maps and reports shall, at the option of the County, become the property of the County. Said items shall be delivered to the County within ten (10) days after receipt of a written request from the County.

13.4 Termination for Convenience.

- A. Either party may terminate this Contract, in whole or in part, without stating any reason therefore by providing thirty (30) days written notice to the other party. To be effective, a partial termination shall be assented to in writing by the non-terminating party. Notwithstanding the foregoing, a refusal by a non-terminating party to assent to partial termination shall in no way limit the other party's right to unilaterally terminate the entire Contract.
- B. If the County terminates for convenience, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. If the Contract is terminated by either party pursuant to this Paragraph 13.4, the Contractor shall be paid for work satisfactorily completed prior to the effective date of termination, provided the provisions of Paragraph 4.2 have been complied with by Contractor.

**ARTICLE 14: INDEMNIFICATION**

14.1 Indemnification.

- A. Contractor shall indemnify, defend and hold harmless the County and its commissioners, officers, employees, agents, legal representatives, successors and assigns (collectively referred to as the "Indemnified Parties") from and against all losses, costs, claims, damages, expenses and liabilities, including without limitation attorneys' fees, (collectively referred to as the "Liabilities") to the extent:
  - (i) attributable, directly or indirectly, to the Contractor's failure to perform any of its obligations under this Contract;
  - (ii) attributable, directly or indirectly, to Contractor's violation of any of the terms, covenants, representations, warranties, conditions, or stipulations contained in this Contract; or
  - (iii) caused or alleged to be caused, in whole or in part, by the negligence or intentional misconduct of Contractor (or any of its directors, officers, members, agents, subcontractors or anyone else for whose acts the Contractor may be liable) regardless of whether or not such Liabilities are caused in part by one or more of the Indemnified Parties.

**ARTICLE 15: NOTICES**

15.1 Notice Requirements. Any formal notice required or permitted under this Contract shall be deemed sufficiently given if said notice is personally delivered, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party to whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent, as applicable. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

15.2 Notice Information: Until changed by written notice given by one party to the other, the addresses and numbers of the parties shall be as follows:

If to the County:

Sedgwick County Department on Aging  
Attn: Director  
2622 West Central, Ste 500  
Wichita, KS 67203  
FAX (316)660-1936

If to Contractor:

Bruce Armstrong  
Mayor  
City of Haysville  
200 W. Grand Ave./PO Box 404  
Haysville, Kansas 67060

AND

Sedgwick County Counselor's Office  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, KS 67203-3790  
FAX (316) 383-7007

**ARTICLE 16: MISCELLANEOUS**

- 16.1 Publicity. Contractor shall not publicize in any manner whatsoever the program services to be performed under this Contract or Contractor's participation in the program without prior written consent of the County. The SCDoA's support of the program services and shall be conspicuously acknowledged in all publicity releases.
- 16.2 Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Contract or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
- 16.3 Descriptive Headings. The descriptive headings of the provisions of this Contract are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.
- 16.4 Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
- 16.5 Survivorship. Notwithstanding the termination of this Contract, Contractor's obligations with respect to Article 5 ("Appeals"), Article 8 ("Records, Reports, Procedures & Inspections"), Article 11 ("Publication of Contract Results"), Article 14 ("Indemnification"), and Article 16 ("Miscellaneous") and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Contract.
- 16.6 Invalidity. In the event that any provision in this Contract shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

- 16.7 Phraseology. In this Contract, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
- 16.8 Incorporation of Appendices. Any appendices attached hereto are incorporated by reference are a part of this Contract to the same extent as if fully set forth herein.
- 16.9 Authorities Incorporated by Reference. The parties shall be bound by those provisions and requirements, which are applicable and relevant to the program. The Contractor is responsible for reviewing the contents of the applicable authorities and shall be obligated to perform in accordance with their terms whether or not the Contractor has obtained or reviewed a copy of the authorities.
- 16.10 Merger: This Contract and the documents incorporated by reference constitute the entire agreement between the parties with respect to their relationship as it relates to the provision of program services. There are no verbal understandings, agreements, representations or warranties between the parties, which are not expressly set forth herein. This Contract supersedes all prior agreements and understandings between the parties, both written and oral.

IN WITNESS WHEREOF, the County and Contractor have executed this Contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

CONTRACTOR  
CITY OF HAYSVILLE, KANSAS

\_\_\_\_\_  
Richard Ranzau, Chairman, 4<sup>th</sup> District

\_\_\_\_\_  
Bruce Armstrong, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

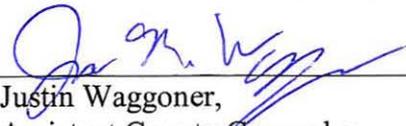
ATTEST:

ATTEST:

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin Waggoner,  
Assistant County Counselor

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# MEMO

TO: The Honorable Bruce Armstrong, Mayor  
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Transfer of 7310 S. Broadway to the Haysville Land Bank

DATE: November 6, 2015

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City staff is recommending transferring City-owned property located at 7310 S. Broadway to the Haysville Land Bank. The reason for this recommendation is to eliminate the payment of property tax on the property. Although City-owned properties are usually exempt from property tax, 7310 S. Broadway is not exempt based on the current use (Vacant land for sale). Attached, for your reference, is a map showing the property and a property detail sheet showing the property's appraisal value and tax payment history. Thank you for your consideration.

# 7310 S Broadway



Geographic Information Services  
Division of Information & Operations  
[www.sedgwickcounty.org/gis](http://www.sedgwickcounty.org/gis)  
525 N. Main, Suite 212, Wichita, KS 67203  
Tel: 316.660.9290 Fax: 316.262.1174  
Fri Nov 6 08:35:09 GMT-0600 2015

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SOGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SOGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.



*Sedgwick County...*  
*working for you*

[www.sedgwickcounty.org](http://www.sedgwickcounty.org)

## Property Detail Information

**7310 S BROADWAY AVE HAYSVILLE**

[View Property Record Card](#)

[\\$ Pay Taxes](#)

[View Valuation Notice](#)

Current year Valuation Notices are available after March 1st.

**Legal Description:** S 330 FT N 990 FT W 660 FT GOV LOT 4 IN NW1/4 EXC ST SEC 4-29-1E

**Property Owner Name:** CITY OF HAYSVILLE

**Mailing Address:** PO BOX 404 HAYSVILLE KS 67060-0404

**Geo Code:** SA HV01500 **PIN:** 00312544 **AIN:** 242040220100800

**Tax Unit:** 6002 186 HAYSVILLE U-261-WCD SAHV **Land Use:** 9920 Industrial highest and best use

**Market Land Square Feet:** 205,170 **Total Acres:** 4.71

**2015 Appraisal Value:** \$102,600.00 **2015 Assessment Value:** \$12,312.00

### Appraisal Values less

Year	Class	Land	Improvements	Total	Percent Change
2015	Vacant	\$102,600	\$0	\$102,600	0%
2014	Vacant	\$102,600	\$0	\$102,600	100%
2013	Residential	\$0	\$0	\$0	-100%
2013	Vacant	\$51,300	\$0	\$51,300	0%
2012	Residential	\$23,600	\$47,700	\$71,300	3%
2011	Residential	\$27,400	\$41,800	\$69,200	-4%
2010	Residential	\$27,400	\$44,710	\$72,110	1%
2009	Residential	\$27,400	\$44,340	\$71,740	3%
2008	Residential	\$27,360	\$42,050	\$69,410	2%
2007	Residential	\$27,360	\$40,490	\$67,850	3%
2006	Residential	\$27,360	\$38,340	\$65,700	0%

### Assessment Values less

Year	Class	Land	Improvements	Total	Percent Change
2015	Vacant	\$12,312	\$0	\$12,312	0%
2014	Vacant	\$12,312	\$0	\$12,312	100%
2013	Residential	\$0	\$0	\$0	-100%
2013	Vacant	\$6,156	\$0	\$6,156	0%
2012	Residential	\$2,714	\$5,486	\$8,200	3%
2011	Residential	\$3,151	\$4,807	\$7,958	-4%
2010	Residential	\$3,151	\$5,142	\$8,293	1%
2009	Residential	\$3,151	\$5,099	\$8,250	3%
2008	Residential	\$3,146	\$4,836	\$7,982	2%
2007	Residential	\$3,146	\$4,656	\$7,802	3%
2006	Residential	\$3,146	\$4,409	\$7,555	0%

## 2016 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF HAYSVILL	CITY OF HAYSVILLE CITY OF HAYSVILLE MOWING 2010	2010				
				Totals:	\$0.00	\$0.00 \$0.00

Billings  less

Tax Year	Tax Bill Id	Tax Rate	General Tax Billed	Specials Tax Billed	Interest Billed	Fees Billed	Total Billed	Amount Paid	Balance Due
2015	5345168	154.255	\$1,899.16	\$0.00	\$0.00	\$0.00	\$1,899.16	\$0.00	\$1,899.16
2014	4769836	154.3248	\$1,900.05	\$0.00	\$0.00	\$0.00	\$1,900.05	(\$1,900.05)	\$0.00
2013	4020247	161.4506	\$993.90	\$6.48	\$0.00	\$0.00	\$1,000.38	(\$1,000.38)	\$0.00
2012	3268868	160.756	\$1,272.20	\$5.70	\$0.00	\$0.00	\$1,277.90	(\$1,277.90)	\$0.00
2011	2456790	161.1575	\$1,236.48	\$5.70	\$7.25	\$0.00	\$1,249.43	(\$1,249.43)	\$0.00
2010	1772840	160.0732	\$1,281.49	\$555.70	\$125.92	\$16.00	\$1,979.11	(\$1,979.11)	\$0.00
2009	885508	158.596	\$1,262.42	\$4.04	\$179.44	\$16.00	\$1,461.90	(\$1,461.90)	\$0.00
2008	885507	157.922	\$1,214.53	\$4.04	\$124.15	\$16.00	\$1,358.72	(\$1,358.72)	\$0.00
2007	885506	158.947	\$1,194.10	\$3.65	\$5.60	\$0.00	\$1,203.35	(\$1,203.35)	\$0.00
2006	885505	151.757	\$1,100.52	\$3.65	\$0.00	\$0.00	\$1,104.17	(\$1,104.17)	\$0.00

Tax Authority	Tax Rate
0101 STATE	1.5000000000
0201 COUNTY	29.3830000000
0510 CITY OF HAYSVILLE	48.6460000000
0604 USD 261	20.6990000000
0604 USD 261 SG	20.0000000000
0707 USD 261 BOND	15.3740000000
0908 WACO CEMETERY	0.2820000000
1108 COUNTY FIRE DIST NO BONDS	18.3710000000
Total: 154.2550000000	

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# MEMO

TO: The Honorable Bruce Armstrong, Mayor  
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Franchise Agreement with Zayo Group, LLC.

DATE: November 6, 2015

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The Zayo Group, LLC contacted The City of Haysville for permission to install fiber-optic cable both below and above ground in the City's right-of-way. The Zayo Group is not working under any entities that already have franchise agreements with the City of Haysville. Prior to authorizing any work in City right-of-way, City staff informed Zayo that a franchise agreement would have to be approved by and between The City of Haysville and Zayo Group, LLC. Attached for your consideration is a franchise agreement with Zayo Group, LLC.

Published in the Haysville Sun-Times on \_\_\_\_\_, 2015

**FRANCHISEE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF HAYSVILLE, KANSAS, GRANTING TO, FRANCHISEE, ITS SUCCESSORS AND ASSIGNS, A DISTRIBUTED ANTENNA SYSTEMS (DAS) FACILITY FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.**

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

This Franchise Agreement (“Agreement”) is entered into as of DATE (“Effective Date”) by and between the City of Haysville, a municipal corporation (the “City”), and **Zayo Group, LLC** (“Franchisee”), a Kansas corporation.

**ARTICLE 1 GRANT OF FRANCHISE**

**1.1 Grant of Franchise and Permitted Installation.** Zayo is granted a non-exclusive franchise to, and may, at Zayo's sole cost and expense and during the term of and subject to the conditions of this ordinance ("Agreement"), locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities for the purposes of: (a) providing the Zayo Services within the City in the capacity of a "provider" under K.S.A. 17-1902(a)(2); and (b) providing the Infrastructure Services to Zayo's Customers, in the capacity of a "competitive infrastructure provider" under K.S.A. 171902(a)(4). Zayo shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

**1.1.1 Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as approved by the City and after obtaining all necessary permits for all work in the Right of Way (ROW). The City shall process each valid and administratively complete application for requested permits and approvals within thirty (30) days from the application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the ROW may require additional easements from third parties for underground fiber to connect to Network within the ROW. All additional easements, and costs associated therewith, shall be the sole responsibility of Zayo. Zayo shall also be solely responsible for obtaining any and all permits and/or approvals for the portion of its Facilities located outside the ROW, including any zoning approvals, if applicable. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location. Approval of plans and specifications and the issuance of any permits by the City shall not release Zayo from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Zayo shall be responsible for notifying the City and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits, as may be necessary. Zayo shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of ROW. Such permits and approval requirements

detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 **Temporary Construction.** The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

1.1.3 **Construction Schedule.** At least ten (10) days prior to the installation of the Facilities, Zayo shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of Zayo authorized by Zayo to access the ROW on Zayo's behalf.

1.1.4 **Coordination of Work.** Zayo shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations of the City or other utilities within the ROW. Zayo shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Zayo in the event of an emergency Zayo shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Zayo to the City may be made by telephone to the City Clerk or the City Engineer. Zayo shall be solely responsible for communicating with Kansas One-Call.

1.1.5 **Inspection by City.** The City shall have reasonable access to inspect any work conducted by Zayo during the installation, maintenance and/or repairs of the Facilities. Said inspection(s) shall be made by the City Engineer and/or his/her authorized representative.

1.1.6 **Other Utility Providers.** When necessary, and at its sole cost and expense, Zayo shall coordinate with other utility providers for other needed utility services. Zayo and the City will reasonably cooperate with the other utility providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 **Existing Utility Poles.** Zayo may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to Law and the proper exercise of the City's police powers, and in no instance shall Zayo erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 **Compliance with Laws.** Notwithstanding anything contained herein to the contrary, this Agreement, and each provision hereof, are subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City, including but not limited to, ordinances and regulations of the City relating to the use and occupancy of the ROW, or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 **Definitions.** For purposes of this Agreement most terms shall be defined within the City's Wireless Telecommunications Facilities Siting Regulations or Code, except the following

words and phrases shall have the following meanings:

*Access line* shall mean, and be limited to, retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. "Access line" may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. "Access line" shall not include the following: wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

*Access line count* means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

*Access line fee* means the fee determined by the city, up to a maximum as set out in K.S.A. 12-2001 (Supplemental 2002) and amendments thereto, to be used by Franchisee in calculating the amount of access line remittance.

*Access line remittance* means the amount to be paid by Franchisee to the city, the total of which is calculated by multiplying the access line fee, as determined by the city, by the number of access lines served by Franchisee as a telecommunications local exchange service provider within the city for each month in that calendar quarter.

*Cable service* is defined as set forth in 47 U.S.C. Section 522(6), and amendments thereto.

*City* means the City of Haysville, Kansas.

*Competitive infrastructure provider* means an entity which leases, sells or otherwise conveys facilities located in the right-of-way, or the capacity or bandwidth of such facilities for use in the provision of telecommunications services, internet services, or other intrastate or interstate traffic, but does not itself provide services directly to end users within the corporate limits of the city.

*Distributed antenna system ("DAS") facility or facilities* means certain components of the network consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this contract franchise ordinance, and which will be connected to underground and aboveground fiber optic cable, fiber hand-holes and enclosures, fiber repeaters and related equipment.

*Facility or facilities* means any portion or component of the network located in, along, over, upon, under, or through the public right-of-way.

*Franchise fee* means the fees established under this article for each grant of access to the public rights-of-way.

*Local exchange service* means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

*Network* means the franchisee's fiber network and distributed antenna system facilities, including the antenna nodes, poles, equipment cabinets, underground and aboveground fiber optic cable, wires, lines, fiber hand-holes and enclosures, fiber repeaters and related equipment and appurtenance, and similar facilities and appurtenances, designed, constructed or occupied for the purpose of producing, receiving, amplifying or distributing telecommunications service to or from locations within the city.

*Law(s)* means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the city or other governmental entity or agency having joint or several jurisdiction over any aspect of this contract franchise agreement or the parties' activities hereunder, whether now existing or hereafter adopted, including, but not limited to, a city right-of-way management ordinance and the city's zoning and land use laws to the extent they are not inconsistent with state and federal law regulating use of the public rights-of-way, and any related laws, rules, or regulations and amendments thereto relating to the use and occupancy of the public rights-of-way.

*Provider* means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, or a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, or a video service provider as defined in K.S.A. 12-2022, and amendments thereto.

*Public right(s)-of-way ("ROW")* means only the area of real property in which the city has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

*Telecommunications service(s)* means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**1.2.2 Zoning Regulations.** Zoning regulations and any additional Telecommunications Regulations adopted by the City shall apply to the Networks or installations which are the subject of this Agreement.

**1.3 Permits.** Zayo shall obtain all ministerial permits (the "Permits") and pay those fees associated therewith relating to the installation of the Network as currently required and allowed by Law.

**1.3.1 Right of Way Permits.** Zayo shall obtain any necessary right of way permits from the City for the installation of the Network and for any other work within the ROW and shall pay all applicable fees associated therewith.

**1.3.2 Building Permits.** Zayo shall obtain any necessary building permits from the City for the installation of the Network and for any other work within the ROW, and shall pay all applicable fees associated therewith. In particular, separate permits shall be required for electric service for each location of the Facilities requiring such service.

**1.3.3 Compliance with Permits.** All work within the ROW shall be performed in strict compliance with all applicable Permits and Law.

**1.3.4 Fee Increases.** If prior to the second anniversary of the date hereof, the City increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then Zayo will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefor by the City.

**1.4 Placement of Facilities.** Zayo shall coordinate the placement of its Facilities in the ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City, and in accordance with Law.

**1.5 New Stand-Alone Poles and Related Facilities.** It is understood that in connection with the DAS Facilities, Zayo may build new stand-alone poles approximating the size of standard street light or utility poles, including ancillary equipment for connection of antennae located on new stand-alone poles to utilities and fiber optic cable, which would comply with all right of way and building permits applicable to utility providers in the City, Law and the provisions of Section 4.3 hereof ("New Poles"). The Parties agree that in areas where there are existing street light poles, utility poles and similar structures, Zayo will use its best efforts to work with the owner of that existing pole or structure to collocate the DAS Facility but only when the pole or structure owner is willing to allow such attachment and where such attachment is feasible from a safety, technical, and engineering (structural and radio frequency coverage) perspective.

**1.5.1 City Use of New Stand-Alone Poles.** The Parties understand and agree that at no cost to the City, the City may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere with Zayo's use of its Network or Facilities. Zayo shall reasonably cooperate with the City when using the New Poles.

**1.5.2 City-Owned Lights.** Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3, below, Zayo shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

**1.5.3 Damage to New Poles.** If a New Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the risk of such imminent threat of harm to persons or property. Zayo shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (30) days after the City's written notice. The cost to repair and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by Zayo; provided, however, that if the New Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that Zayo seeks reimbursement for a third party either directly or through applicable insurance, the City shall assign to Zayo any rights the City may have against such third party for such claim.

**1.6 Franchise and Permit Fees.** Zayo is solely responsible for the payment of all lawful

franchise and permit fees in connection with Zayo's performance under this Agreement.

**1.6.1 Franchise Fees.**

(a) **Zayo Services.** In consideration of this Franchise Agreement for Zayo Services, Zayo agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues. "Gross Revenues" means only those revenues derived from services provided within the corporate boundaries of the City which include: (A) recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (G) RF telecommunications service revenue or any other operating revenue derived from leasing Zayo's dark fiber and infeasible rights of use "IRU" fees. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross revenues. Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (G) as referenced within this Section 1.6.1.

(b) Uncollectible and late charges shall not be included within IRU Revenues or Gross Revenues.

(c) Zayo shall pay the franchise fees described in subparagraphs (a) and (b) above (each a "Franchise Fee") on the 15th day of the month following each calendar quarter in which the IRU Revenues and Gross Revenues are received.

**1.6.2 DAS Facility License Fee.** In addition to all fees required by Law and this Agreement, a one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the ROW of the City, up to 40 DAS Facilities shall be paid by Zayo. After the 40th installation, the fee will be the then current fee charged by the City for similar access, with a minimum fee of \$1,000.00 for each Facility. Zayo shall pay the DAS Facility Permit Fee the 15th day following the month after each DAS Facility is installed within the ROW.

**1.6.3 ROW Fees.** In accordance with Law, Zayo shall pay the City such fees required by the City in connection with use of the ROW, including such fees as required by the City ordinances and established by City resolutions, governing the use of the ROW. These fees must be competitively neutral and may not be unreasonable or discriminatory.

**1.6.4 Accounting Matters.** Zayo shall keep accurate books of account at its principal office in Buhler, Kansas, or such other location of its choosing for the purpose of determining the amounts due to the City under §1.6 above. No more than once per year, the City may inspect Zayo's books of account relative to the application of the franchise fees required under subsection 1.6.1 of this Agreement any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent

necessary to confirm the accuracy of payments due under § 1.6 — 1.7 above. The City agrees to hold in confidence any non-public information it learns from Zayo to the fullest extent permitted by Law.

1.6.5 **Application Fee.** Upon execution and approval of this Agreement, Zayo shall pay to the City a one-time application fee in the sum of \$2,000 to recover the City's costs associated with the review and approval of this Agreement. The City certifies that such fee constitutes reimbursement to the City for its reasonable, actual and verifiable costs of reviewing and approving this Agreement.

1.7 **Access to the Facilities.**

1.7.1 **Zayo Access to Facilities for Repair.** Zayo will be given reasonable access to each of the Facilities in the ROW for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Zayo shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 **City Observation.** Zayo shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

**ARTICLE 2 TERM AND TERMINATION**

2.1 **Term.** This Franchise Agreement shall be effective from the effective date for three (3) years thereafter. Thereafter, this Agreement shall automatically renew for successive terms of three (3) years unless written notice is given by either Zayo or the City to the other one hundred twenty (120) days or more prior to the expiration of the initial term, or any successive term, of its intention to terminate the same at the expiration of the then current term. In no event, shall the City be permitted to terminate Zayo's right under this Agreement to place Facilities in the ROW unless terms of the Agreement are breached and/or local, state, or federal law permit.

2.2 **90-Day Remedy Period.** If the Agreement is breached by Zayo, then Zayo shall have no more than ninety (90) days from written notice from the City of the breach to either remedy the breach or remove its equipment and restore the Facilities, as set forth in Article 3, below. If Zayo fails to remedy the breach or remove its equipment during said ninety (90) day period, Zayo shall forfeit all rights, privileges and franchise granted herein, and the City may recover from Zayo all unpaid amounts due to the City hereunder, as well as costs incurred by the City in enforcing this Agreement, including costs of removal and restoration required in Article 3 below.

2.3 **Termination of Use.** Notwithstanding Section 2.1 above, Zayo may terminate its use of any part or the entire Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, Zayo's payment obligations to the City shall terminate simultaneously with the termination of use, provided Zayo removes its equipment and restores the Facilities, as set forth in Article 3 prior to the termination date.

**ARTICLE 3 REMOVAL AND RELOCATION**

3.1 **Removal Due to Public Project.** Upon receipt of a written demand from the City portion of the Network removed pursuant to this Section 3.1 in a manner that allows Zayo to continue

providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal and relocation occurring under this Section.

**3.2 Removal Due to Termination.** No later than ninety (90) days after termination of this Agreement pursuant to the provisions of this Agreement, Zayo shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including ROW or City real property), restore each Facility and its adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Zayo to the Facility or adjacent property, or as otherwise required by the City. For New Poles, Zayo shall install a new streetlight or facility as directed by City Engineer, or his or her designee. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

**3.3 Abandonment.** In the event Zayo ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, Zayo shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. Failure to remove may be addressed in conformance with the City's nuisance abatement procedures. If such removal disturbs the Facility or adjacent property (including ROW or City real property), Zayo shall also, at its sole cost and expense, restore the Facility or adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Zayo to the Facility or adjacent property. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

**3.4 No Relocation Compensation.** The parties understand and agree that neither the City nor Zayo is entitled to compensation for any relocation of its Network that may be required under Section 3.1. Zayo acknowledges that Zayo is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of Law upon termination of this Agreement for cause.

## **ARTICLE 4 MAINTENANCE AND REPAIR**

**4.1 Electricity Use.** Zayo be solely responsible for and shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company. If Zayo collocates any Facility on any street light or utility poles of the City or leased by the City from a utility company, Zayo shall, at its sole expense, provide separate utility service and/or metering to such Facility.

**4.2 Maintenance and Repair.** Zayo shall, at Zayo's sole cost and expense, perform all maintenance and repairs reasonably needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, Zayo shall, at Zayo's sole cost and expense, replace the irreparable part of the Network. Zayo shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit any rubbish, garbage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives Zayo written notice of a failure by Zayo to maintain the Facilities, Zayo shall use its best efforts to remedy such

failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** Zayo shall cooperate with the City on all issues of aesthetics and appearance. Zayo shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. All locations of DAS Facilities must be aesthetically approved by the City Manager or his or her designee, such approval not to be unreasonably withheld.

4.4 **Repair of ROW.** Zayo shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Zayo's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the ROW. Zayo shall promptly repair such damage and return the ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Zayo's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the ROW by Zayo to the City.

4.5 **Bond.** Zayo shall provide a bond in an amount determined by the City to represent the estimated cost of Zayo's obligations under Sections 3 and 4 of this Agreement, which the City may require Zayo to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of Zayo's obligations under Sections 3 and 4, not to exceed \$10,000.

## **ARTICLE 5 TAXES**

5.1 **Taxes.** Zayo agrees that it will be solely responsible for the payment of any and all applicable taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to the Kansas Revenue and Taxation Code, the City hereby advises, and Zayo recognizes and understands, that Zayo's use of the ROW and/or the New Poles may create a possessory interest subject to real property taxation and that Zayo may be subject to, and responsible for, the payment of real property taxes levied on such interest. Zayo will cooperate with the Sedgwick County Assessor in providing any information necessary for the Assessor to make a property tax determination. Zayo reserves the right to challenge any such assessment, and the City agrees to cooperate with Zayo in connection with any such challenge.

## **ARTICLE 6 INDEMNIFICATION**

6.1 **Indemnity.** Zayo shall indemnify, defend, and hold harmless the City, its Council members, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by Zayo pursuant to this Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors. The City shall promptly notify Zayo of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** Zayo waives all claims, demands, causes of action, and rights

it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** The City will be liable, if at all, only for the cost of repair to damaged portions of the Facilities arising from the negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees, or contractors, shall not be liable for any damage from any cause whatsoever to the Facilities, specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Facilities or from vandalism or unauthorized use of the Facilities, except to the extent such damage is caused by the gross negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect, punitive or consequential damages. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in the Kansas Tort Claims Act,

6.4 **Limitation of Zayo's Liability.** In no event shall Zayo be liable for Indirect, punitive or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW.

## ARTICLE 7 INSURANCE

7.1 **Minimum Insurance Requirements.** Zayo shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Article.

(a) **Minimum Insurance.** Zayo shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by Zayo. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combined single-limit per-accident for bodily injury and property damage covering any vehicle utilized by Zayo in performing the work covered by this Agreement

(iii) **Workers' Compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if Zayo's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the Zayo's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of

whether or not the insured pays the deductible, then Zayo's deductible shall not exceed \$100,000 for Comprehensive General Liability Insurance, \$100,000 for Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

**(c) Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

**(i) General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Zayo's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of Zayo's insurance and shall not contribute with it.

(3) Any failure of Zayo to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(ii) Zayo's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by Zayo in the ROW.

(iii) All Coverages. Except for non-payment of premium, each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced in coverage or limits by the insurer except after thirty (30) days' prior written notice has been given to the City. If for any reason insurance coverage is canceled or reduced in coverage or in limits, Zayo shall within two (2) business days of notice from the insurer, notify the City by phone or fax of the changes to or cancellation of the policy and shall confirm such notice via certified mail, return receipt requested.

**(d) Acceptability of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-VII.

**(e) Verification of Coverage.** Zayo shall furnish the City with certificates of insurance required by this Article 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

**(f) Secondary Parties.** In the event Zayo hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, Zayo shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

## ARTICLE 8 DEFAULT

### 8.1 **Default.**

8.1.1 **Defined.** A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure such within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

### 8.2 **City Termination Right.** In addition to the remedies set forth in Section

8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the ROW; or (ii) if Zayo's licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to Zayo's rights to just compensation, if any, for any taking of a protected property right.

8.3 **No Waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

8.4 **Interest.** If Zayo fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

## ARTICLE 9 INTERFERENCE

9.1 **Non-Interference with Non-Public Safety Communications Systems.** Zayo shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications Zayo may make to the Network.

9.2 **Non-Interference with Public Safety Communications Systems.** Zayo's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency regardless of the date such systems or any components thereof have been placed in service. Nor shall Zayo's Network and Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

### 9.3 **Correction of Interference.** If such interference with the Facilities described in

Sections 9.1 and 9.2 occur, Zayo shall, upon receipt of written notice thereof from City, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by Zayo to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than 30 days absent an emergency or danger to public health and safety requiring shorter notice, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of Zayo's Customer(s) remain the responsibility of Zayo.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**10.1 City Property.** Except for rights granted herein for use of the ROW, nothing contained herein shall be deemed to grant to Zayo any right, easement or license to use any real or personal property of the City. Any such use, if requested and granted, shall be governed by separate agreement between the City and Zayo in form and content acceptable to each, in their sole and absolute discretion.

**10.2 Nonexclusive Use.** Zayo acknowledges that this Agreement does not provide Zayo with exclusive use of the ROW and that City retains the right to permit other providers of communications services to install equipment or devices in the ROW.

**10.3 Most Favored Nation.** All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide Zayo with those more favorable benefits and terms. The City shall notify Zayo promptly of the existence of such more favorable benefits and terms and Zayo shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by Zayo, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

**10.3.1 Most-Favored Municipality.** Should Zayo after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that Zayo modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

**10.4 Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City:

City of Haysville, Kansas  
Attn: City Clerk  
200 W. Grand Ave.  
Haysville, KS 67060

Zayo:

Zayo  
Attn : General Counsel, ZPI  
1805 29<sup>th</sup> Street  
Boulder, CO 80301

Such notice shall be deemed made when personally delivered; if mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail; if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.5 **Sublease/Assignment.** If Zayo assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of Zayo, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) Zayo will provide notice of a transfer within a reasonable time.

10.6 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.

10.7 **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.8 **Severability.** If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.9 **Governing Law.** This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Sedgwick County or the state courts located in Sedgwick County, Kansas.

10.10 **Survival of Terms.** All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.

10.11 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.12 **Drafting.** The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.13 **Execution in Counterparts.** This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.14 **Authority to Execute This Agreement.** Each person or persons executing this Agreement and acceptance on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.15 **No Warranty by the City.** The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.16 **Agreement Applicable Only to the Facilities.** This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.17 **No Abrogation of Legal Responsibilities.** The City's execution of this Agreement shall not abrogate, in any way, Zayo's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.18 **Contractual Interpretation.** In the interpretation and application of its rights under this Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with Law.

## **ARTICLE 11 ZAYO'S ACCEPTANCE; EFFECTIVE DATE**

11.1 **Acceptance of Terms.** Zayo shall have thirty (30) days after the passage and approval of this ordinance to file with the City Clerk its acceptance, in writing, of the provisions, terms and conditions of this ordinance, which acceptance shall be duly acknowledged before an officer authorized by law to administer oaths; and when so accepted, this ordinance and acceptance shall constitute a contract between the City and Zayo subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the date of publication pursuant to Section 11.3 below.

11.2 **Summary of Ordinance for Publication.** Upon receipt of Zayo's written acceptance of this ordinance, the City Clerk is directed to publish a summary of this ordinance certified by the City Attorney in the official daily newspaper.

11.3 **Effective Date of Ordinance.** This ordinance shall take effect and be in full force from and after its passage by the governing body, receipt of Zayo's written acceptance of terms, and publication of a summary thereof in the official newspaper of the City.

**PASSED** by the Governing Body this \_\_\_ day of November, 2015.

**APPROVED** by the Mayor this \_\_\_ day of November, 2015.

**CITY OF HAYSVILLE**

**FRANCHISEE**

\_\_\_\_\_  
Bruce Armstrong, Mayor

\_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Janie Cox, City Clerk

\_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Alison McKenney Brown,  
City Attorney

\_\_\_\_\_  
Attorney

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# MEMO

TO: The Honorable Bruce Armstrong, Mayor  
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Termination of Agreement with Central Sand Company

DATE: November 6, 2015

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City staff is recommending termination of the agreement with Central Sand Company dated April 14, 2014. Attached is the letter I plan on sending to Central Sand Company, if termination is approved, detailing the reasoning and cause for terminating the agreement. Also attached, for your reference, is a copy of the executed agreement. Thank you for your consideration.



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# CITY OF HAYSVILLE, KANSAS

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

November 10, 2015

Steve Martin, President, Central Sand Company  
Fremar Corporation  
5720 N. Broadway  
Wichita, KS 67219

**MAYOR**

BRUCE ARMSTRONG

**CITY COUNCIL**

**WARD I**

STEVE CRUM  
DALE THOMPSON

**WARD II**

DANIEL BENNER  
JEREMY RARDIN

**WARD III**

PAT EWERT  
BOB RARDIN

**WARD IV**

MIKE KANAGA  
RUSS KESSLER

Re: Agreement with City of Haysville for Dredging and Grading Services Dated April 14, 2014

Dear Steve Martin:

The City of Haysville is immediately terminating the agreement between the City of Haysville and Central Sand Company for Dredging and Grading Services dated April 14, 2014. A copy of the executed agreement is attached for your reference. Section #4 of the agreement allows the City to immediately terminate the agreement in the event the contractor fails to provide services as set forth in Section #1. The services set forth in Section #1 include dredging and grading. As no action has been taken by Central Sand Company to provide dredging and grading services at the pond, the City of Haysville has determined the contractor to have failed in providing services as set forth in the agreement.

If you have any questions, please contact me at (316) 529-5900.

Sincerely,

William Black  
Chief Admin Officer

## SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this 14<sup>th</sup> day of April, 2014, by and between the CITY OF HAYSVILLE, KANSAS ("City"), a municipal corporation, and CENTRAL SAND COMPANY ("Contractor"), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City has need for pond dredging and grading services; and

WHEREAS, Contractor is able to provide pond dredging and grading services, as indicated in plans provided by Professional Engineering Consultants (PEC), in conformance with regularly accepted business practices associated with the provision of such, and as further described by this Agreement;

WHEREAS, Contractor has need of sand to sell commercially.

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Contractor shall provide the following services:

- Contractor, or Contractor's employees, will perform those duties associated with pond dredging and grading in a professional manner as outlined in City policies, avoiding unnecessary noise such as music or entertainment devices, avoiding negative interactions with property owners/lessees of surrounding properties, and avoiding the use of profanity at service site.
- Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by City, the purpose, goals and objectives necessary to accomplish this Agreement as specified herein, associated with pond dredging and grading services. With respect to the aspects of the delivery of the services contemplated by this Agreement, Contractor acknowledges and agrees that Contractor shall provide such services in a manner that meets the approval of the City Representative and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of the work.

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for

reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

3. TERM. The term of this agreement commences upon that date both parties have approved and signed this Agreement and terminates upon satisfactory completion of dredging and grading services and sale of all sand dredged from the pond.

4. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. This Agreement may be terminated for cause upon written notification stating such cause. Upon termination of this Agreement neither party shall be bound to full or partial performance of any of its obligations hereunder.

City reserves the right to immediately terminate this Agreement, in the event Contractor fails to provide services as set forth in Section 1, or provides such services in an unprofessional manner.

5. COMPENSATION. In consideration for the service(s) described in Section 1 above, provided by Contractor for residents of the City of Haysville, City shall permit Contractor to sell all sand dredged from the pond at the site of the pond. All monies earned from the sale of the sand shall be money earned by Contractor. Contractor agrees to sell sand to City at 15% reduced price for use in City projects.

6. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any employee or equipment related liability or loss arising in any way out of the performance of this Agreement, or for the performance of these services in a negligent manner or in a manner not in conformance with this Agreement.

7. LICENSES AND PERMITS. Contractor agrees to obtain and maintain any and all licenses and permits necessary for the lawful performance of this Agreement.

8. INSURANCE. Contractor shall provide City with proof of liability insurance, \$500,000 minimum, valid through term of project. Contractor will notify City within ten working days of any change of insurance, or change in status of insurance. If Contractor utilizes employees to perform any such service set forth within, Contractor shall provide proof that all employees are covered by worker's compensation insurance as required by State law.

9. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

10. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

11. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

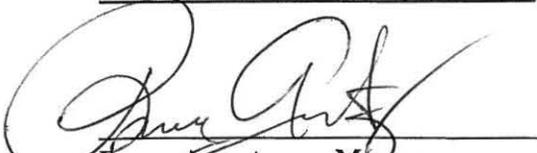
12. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HAYSVILLE, KANSAS

CENTRAL SAND COMPANY

  
Bruce Armstrong, Mayor

  
Steven Martin, President

ATTEST:

SEAL

*Janie Cox*  
\_\_\_\_\_  
Janie Cox, City Clerk

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# Memo

To: Haysville City Council

From: James Oltman, Economic Development Director

Subject: Haysville Online Marketing Proposal

Date: 11/6/15

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The City of Haysville has a need to incorporate a comprehensive online marketing campaign into their yearly marketing plan. As this type of work is beyond the capabilities of current city staff a request for proposal was recently created and sent out to several marketing firms within the Wichita Metro area. Below is the only firm to submit a proposal.

**Armstrong Chamberlin**

**\$15,000**

We are requesting authorization to accept the submitted 2016 Online Marketing proposal from Armstrong Chamberlin in the amount of \$15,000 to be paid out of the Transient Guest Tax fund.

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## Online Marketing

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### Key Elements to be Included

- Build in SEO friendly elements to existing sites
- Sponsored search campaign
- Display network campaign
- Remarketing campaign
- Facebook ads campaign
- Rebranded social media site designs
- Develop email/newsletter sign-up capture
- Develop email templates that could be used by City of Haysville
- Purchase list and complete emails blasts (\$800 for up to 49,999 targeted emails)

### Search Engine Optimization Campaign

Search engine optimization (SEO) is a process that involves internal and external tactics to improve natural search engine rankings in order to attract visitors from search engines. As a process, on-page SEO looks at internal factors like meta tags, page descriptions and keyword usage in content.

#### SEO PLAN ELEMENTS

**Keyword Research.** We will identify pages on the existing site and through vigorous keyword research determine two to three of the most targeted and highly searched keywords relevant to each page. We will focus on and optimize the site based on this keyword list.

**New Page Recommendation.** We will identify any new pages necessary to target for additional keywords/locations/etc. This way we are going beyond current structure and focusing on lost opportunities.

**Competitive Analysis.** We will study your competitors to determine which keywords they are focusing on, if any. We will do a competitive analysis to see how your site stacks up to competitors. In this analysis, we will also look at any content strategies that your competitors are executing.

**Internal Linking Strategy.** We will cross-link pages internally, focusing on the predetermined keyword list. This strategy is also meant to ensure a smooth website navigation experience for the user and has the added benefit of helping to build a healthy link profile.

**Code Optimization Review.** We will analyze the code and provide suggestions to optimize the title tags, description tags and alt tags to ensure they are search engine friendly and engaging.

**Analytics Review.** We will analyze website traffic and see which pages are receiving the most visitors. We will also try to identify opportunities to increase traffic on other specific webpages.

**Sitemap Submission.** We will generate a fresh sitemap and submit it for indexing to top search engines such as Google and Yahoo/Bing.

## Online Marketing

### Sponsored Search, Display Network, and Remarketing Campaigns

#### Google AdWords Campaigns Overview:

We suggest building a Google AdWords Account to target potential customers. The new campaigns will feature tight focus on relevant keyword search terms, geography, and interest-based targeting methods.

In today's mobile world, you need to be advertising on every device that your customers are using – desktop, laptop, tablet and mobile. That way, when they're searching, browsing or buying, you're right there. We can advertise based on geographic location and target your ads to reach the right people at the right time.

Google has approximately 69% of the U.S. search market, and is a great way to reach potential customers as they search for products and services. The rise in use of search engines to find answers to questions has been remarkable, and Google AdWords allows you to target potential customers as they search on Google.

Google also offers a network of sites for banner ads that can target nearly any topic across all demographics. The Google Display Network has millions of potential pages for your ad placement, with granular control over targeting to ensure you are reaching your best prospects as they traverse the web.

Additionally, Google offers the ability to retarget visitors to your website to keep top-of-mind awareness and drive additional interaction. Whether they arrived through another form of advertising, organic results, or referral sources, anyone meeting the qualifications would be eligible. Google Remarketing allows you to reach those customers as they search on Google or browse sites across the web with customized ad creative.

#### SPONSORED SEARCH ADS

##### Google AdWords

We will develop a campaign with search-terms, keyword-based targeting to be delivered on Google search platforms.

- \$150 average monthly budget during eight months
- Produce new keywords and ad group structure aimed at searchers interested in relevant keywords with tight ad groupings for highly relevant text ads.
- Develop, implement and test new text ads.
- Geo-targeted to better target potential customers based on location.
- Estimated impressions for monthly budget: ~500-3,000 views
- Estimated tracked traffic from monthly budget: 25-80 clicks

## Online Marketing

### DISPLAY NETWORK CAMPAIGN

We suggest a display ad campaign to target based on topics and interests as well as keywords.

- \$350 average monthly budget during eight months.
- Develop and implement a campaign:
  - Multiple banner ad designs.
  - Multiple size banners.
  - Multiple text ad variants.
- Target based on topic and interest keywords, and demographic targeting options.
- Geo-targeted to relevant markets.
- Estimated impressions for monthly budget: ~175,000-180,000 views
- Estimated tracked traffic from monthly budget: 145-155 clicks

### REMARKETING CAMPAIGN

We suggest, as part of the search and display ad campaigns, that we use remarketing to target visitors who have come to the City of Haysville website.

- Two months likely required for installing retargeting code and gaining user base to target.
- Develop and implement a campaign:
  - Two banner ad designs.
  - Multiple size banners.
  - Multiple text ad variants.
- Target non-converting visitors to your website who are on remarketing list.

## Facebook Advertising Campaign:

### FACEBOOK ADS

We recommend utilizing Facebook Advertising to reach an additional audience with highly relevant demographic information.

- \$350 average monthly budget during eight months.
- Develop and implement a campaign:
  - Two different ad creative versions.
  - Text and supporting image ads to target individuals based on demographic group.
  - Geo-targeted based on location.
- Target specific demographic information based on ad:
  - Age, net worth, income, interests, family information, etc.

## Online Marketing

### Email Advertising Campaign:

#### Purchase relevant email list and complete emails blasts

We utilize the Wichita Eagle for email blasts to targeted, purchased lists. For each blast the cost is \$800 for up to 49,999 targeted emails. We will make the list selection based on the content of the email blast, using strategic targeting selection to maximize the effectiveness of the program. The subject will be dependent on ongoing developments, such as recent quality of life improvements or recent residential/commercial incentive programs.

### Additional Campaign Asset Creation:

#### Rebranded social media site designs

We will provide updated social media header and profile images that present a look and feel consistent with the City of Haysville brand ,website and online marketing efforts.

#### Develop email/newsletter sign-up capture

Newsletters and email marketing can be highly effective. We will help implement an email sign up capture system through MailChimp that will allow you to build an email list and market to those individuals through your own efforts.

#### Develop email templates that could be used by City of Haysville

We will develop an email template for MailChimp that can be used in coordination with any captured email addresses. You will be able to utilize this template to send marketing messages to not only captured emails, but any other email addresses you have attained in accordance with all applicable laws, including (but not limited to) the CAN-SPAM act (Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003)

## Key Marketing Outcomes and Benefits

Our campaign will increase the online presence of the City of Haysville across search, social media sites and content websites. In addition, there will be increased interaction with digital properties including social media and the City of Haysville website. Ultimately we expect to drive action and awareness from engaged targets in south central Kansas. Additionally, our efforts will provide the City of Haysville with a stronger unified brand identify online, and increase the future potential marketing efforts of the City of Haysville.

.....  
**Proposed Timeline**

(This is flexible – based on the City of Haysville’s goals and availability)

- Start Date.....** December 1<sup>st</sup>, 2015
- Planning Phase.....**
  - Kickoff meeting – 12/1
- December.....**
  - **SEO implementation on site(s)** (*\$1,000 budget*)
  - **Design Phase** (*\$3,000 budget*)
    - Assets presented - 12/14
    - Revised assets presented- 12/16
    - Final asset design – 12/18
- January & February.....**
  - **Paid search** (*\$150 monthly budget*)
  - **Display advertising** (*\$500 monthly budget*)
  - **Facebook advertising** (*\$200 monthly budget*)
  - **Campaign management and reporting** (*\$150 monthly budget*)
- March.....**
  - **Email list purchase, blast, & reporting** (*\$1000 budget*)
- April & May.....**
  - **Paid search** (*\$150 monthly budget*)
  - **Display advertising** (*\$200 monthly budget*)
  - **Facebook advertising** (*\$500 monthly budget*)
  - **Campaign management and reporting** (*\$150 monthly budget*)
- June.....**
  - **Email list purchase, blast, & reporting** (*\$1000 budget*)
- July-October.....**
  - **Paid search** (*\$150 monthly budget*)
  - **Display advertising** (*\$350 monthly budget*)
  - **Facebook advertising** (*350 monthly budget*)
  - **Campaign management and reporting** (*\$150 monthly budget*)
- November.....**
  - **Email list purchase, blast, & reporting** (*\$1000 budget*)

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## Fee Structure

Armstrong Chamberlin is committed to delivering an excellent online marketing solution to the City of Haysville. We understand the importance of a strategic online marketing program. The estimated cost includes writing/editing, design, online campaign development, media buying and search engine optimization.

Asset design and development	<b>\$ 3,000.00</b>
Campaign management and reporting	<b>\$ 1,800.00</b>
Online media	
Display Campaign	\$ 2,800.00
Email blasts	\$ 2,400.00
Facebook Ads	\$ 2,800.00
Paid Search	\$ 1,200.00
<b>Total Amount</b>	<b>\$ 9,200.00</b>
Search Engine Optimization	<b>\$ 1,000.00</b>
Total budget	<b>\$ 15,000.00</b>

### Proposed Payment Schedule

TBD after discussion with the City of Haysville team. You may select a flat monthly fee over a period of twelve months, or you may prefer to be billed monthly progress billings.

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VENDOR NO NAME	PAYMENT AMT
5 AAA PORTABLE SERVICES LLC	22.00
10 A & E ANALYTICAL	570.00
274 ALTERATIONS ETC.	2.70
283 AAPP	125.00
290 AMERI-GRAPHICS SPECIAL T	111.60
365 AMSOIL INC	1,401.40
377 ANTHEM SPORTS LLC	1,174.63
434 ARNOLD, SAM	35.00
444 ART STUDIO SIGNS	360.00
460 ASSOCIATED BUSINESS FORMS	384.73
530 AUSTIN DISTRIBUTING	63.39
590 BSN SPORTS, LLC.	774.86
680 BAYSINGER POLICE SUPPLY	107.99
695 BEALL & MITCHELL LLC	1,000.00
777 BIG TOOL STORE	24.42
795 BISHOP LIFTING PRODUCTS	23.82
972 CONSOLIDATED ELECTRICAL D	3,752.00
1133 CHART MARKETING, INC.	358.00
1155 CINTAS CORPORATION	304.90
1272 COMPUTER RESCUE	5.00
1325 COX COMMUNICATIONS	1,209.24
1332 COX MEDIA	70.00
1350 CRANMER GRASS FARMING	1,552.50
1400 CUMMINS CNTRL POWER	108.44
1618 DURFEY, GEORGE L.	35.00

VENDOR NO NAME	PAYMENT AMT
1950 FOLEY INDUSTRIES	72.76
2020 GARD'N-WISE DIST	1,661.60
2230 HACH COMPANY	55.97
2255 HARKINS, NICOLE	54.00
2300 HAYSVILLE COMM LIBRARY	5,143.25
2345 HAYSVILLE RENTAL CENTER	216.75
2370 HAYSVILLE USD 261	51.75
2460 HOIDALE COMPANY INC	9.20
2535 HOWARD'S INC	1,216.31
2619 INDEPENDENT SALT COMPANY	469.50
2838 JOLIVET ROY	35.00
2860 JONES, DAN	35.00
2874 K & A PROPERTY MAINT	1,725.00
3070 KDHE #K6000	1,420.00
3150 KDOR WATER SALES TAX	957.29
3265 KS GOLF & TURF INC	320.00
3295 KS ONE-CALL SYSTEM	103.00
3350 KS STATE TREASURE REINST	1,574.00
3413 KECK, JORDAN	105.00
3414 KECK, KAITLYN	60.00
3500 KONICA MINOLTA BUS SYS	363.77
3670 LEAGUE OF KS MUN	606.40
3810 MADRIGAL & ASSOCIATES INC	26,574.00
3840 MARTINEZ, ANTONIO JR.	35.00
3945 MCHATTON ZACH	70.61

VENDOR NO NAME	PAYMENT AMT
4010 MID-CONTINENT SAFETY	94.00
4098 MOBILE RADIO SERVICE	480.00
4377 OLTMAN JAMES	280.28
4396 O'REILLY AUTOMOTIVE INC	471.79
4520 PETTY CASH	1,057.04
4662 POWERPLAN	119.29
4716 PROCOM LMR INC	41.61
4750 PROFESSIONAL ENGINEERING	14,023.15
4780 PRO-KEM SUPPLIES INC	96.00
4860 QUILL CORPORATION	336.65
5056 RINEHART SEAN	35.00
5231 SAM'S CLUB	1,702.84
5335 SEDG CTY FIN-JAIL FEES	5,339.88
5444 SIMONS JOHNATHAN	35.00
5484 SMITH NOEL	35.00
5580 SOUTHWEST PAPER CO	1,081.57
5874 TELESERVE COMMUNICATIONS	625.00
5885 TERMINIX PROCESSING CENTE	301.00
5916 TIMES-SENTINEL NEWSPAPERS	470.00
5938 TRAFFIC CONTROL SERV	500.00
5940 TRUCK PARTS & EQUIPMENT	19.15
6060 UNIVERSITY OF KANSAS	280.00
6234 VERIZON WIRELESS	80.02
6345 WASTE CONNECTIONS INC	898.09
6383 WELLBEATS	149.00

VENDOR NO NAME	PAYMENT AMT
6407 WESTAR ENERGY	6,421.22
6700 WILLIAMS JANITORIAL SUPPL	84.00
9081 BUTTERWORTH, WILLIAM	45.00
10010 DENESHA, CARL	105.00
10011 DENESHA, KARL J.	54.00
10137 MCCAFFREE CALEB	140.00
10350 SHEA, DRAKE	120.00
REPORT TOTAL	<u>92,032.36</u>

FUND	NAME	TOTAL
01	GENERAL FU	34,830.23
10	SEWER FUND	7,646.20
11	WATER FUND	6,316.34
21	STREET FUN	4,525.38
24	LAW ENFORC	62.92
25	LIBRARY FU	5,143.25
27	SPECIAL LI	5,809.00
30	RECREATION	4,410.66
36	CAPITAL IM	13,823.15
92	TR GUEST T	1,175.50
98	ST PARK RE	6,966.10
99	ST REC RES	1,323.63
TOTAL		<u>92,032.36</u>

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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
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INTRUST								
A-105909	1	11/10/15	11/01/15	5 AAA PORTABLE SERVICES LLC HAND SANITIZER 22EA.	22.00	30	30-50-2092	1
				INVOICE TOTAL	22.00			
				VENDOR TOTAL	22.00			
1501320	1	11/10/15	11/02/15	10 A & E ANALYTICAL LAB INC. WATER TESTING	570.00	10	10-30-2040	1
				INVOICE TOTAL	570.00			
				VENDOR TOTAL	570.00			
481062	1	11/10/15	11/01/15	274 ALTERATIONS ETC. 1EA. ALTERATION SHIRT/BADGE	2.70	01	01-02-2016	1
				INVOICE TOTAL	2.70			
				VENDOR TOTAL	2.70			
16-4651	1	11/10/15	11/01/15	283 AMERICAN ASSOCIATION OF POLICE MEMBERSHIP DUES FOR 2016	125.00	01	01-02-2012	1
				INVOICE TOTAL	125.00			
				VENDOR TOTAL	125.00			
6521	1	11/10/15	11/01/15	290 AMERI-GRAPHICS SPECIAL T'S FALL VOLLEYBALL SHIRTS 12EA.	111.60	30	30-50-2092	1
				INVOICE TOTAL	111.60			
				VENDOR TOTAL	111.60			
16312880	1	11/10/15	11/01/15	365 AMSOIL INC 5W30 MOTOR OIL - PUBLIC WORKS	467.13	11	11-31-2006	1
	2			5W30 MOTOR OIL - PUBLIC WORKS	467.13	10	10-30-2006	1
	3			5W30 MOTOR OIL - PUBLIC WORKS	467.14	21	21-41-2006	1
				INVOICE TOTAL	1,401.40			
				VENDOR TOTAL	1,401.40			
193140	1	11/10/15	11/01/15	377 ANTHEM SPORTS LLC MISC. BASEBALL FIELD SUPPLIES	1,174.63	99	99-66-3001	1
				INVOICE TOTAL	1,174.63			
				VENDOR TOTAL	1,174.63			
NOV 2015	1	11/10/15	11/01/15	434 SAM ARNOLD CELL PHONE REIMBURSEMENT	35.00	01	01-21-2012	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
2997	1	11/10/15	11/01/15	444 ART STUDIO SIGNS ELECTRONIC BILLBOARD ADVERT.	360.00	92	92-66-3001	1
				INVOICE TOTAL	360.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					360.00			
34644			460	ASSOCIATED BUSINESS FORMS INC				
	1	11/10/15	11/01/15	WATER BILLS 9M (ADDT'L CHRG)	132.28	10	10-30-2040	1
	2			WATER BILLS 9M (ADDT'L CHRG)	132.29	11	11-31-2040	1
INVOICE TOTAL					264.57			
34667								
	1	11/10/15	11/05/15	W2 FORMS W/ENVEL. 200 EA.	80.60	01	01-10-2077	1
	2			W2 LASER FORMS W/ENVEL. 50 EA.	26.16	01	01-10-2077	1
3			SHIPPING	13.40	01	01-10-2077	1	
INVOICE TOTAL					120.16			
VENDOR TOTAL					384.73			
1566624			530	AUSTIN DISTRIBUTING				
	1	11/10/15	11/01/15	1/2" NIPPLE W/BALL VALVES 10EA	21.13	11	11-31-2006	1
	2			1/2" NIPPLE W/BALL VALVES 10EA	21.13	10	10-30-2006	1
3			1/2" NIPPLE W/BALL VALVES 10EA	21.13	21	21-41-2006	1	
INVOICE TOTAL					63.39			
VENDOR TOTAL					63.39			
97333694			590	BSN SPORTS, LLC.				
	1	11/10/15	11/01/15	MISC. BASEBALL EQUIPMENT	774.86	30	30-50-2092	1
INVOICE TOTAL					774.86			
VENDOR TOTAL					774.86			
1002601			680	BAYSINGER POLICE SUPPLY INC				
	1	11/10/15	11/01/15	MISC. EQUIPMENT & SUPPLIES	107.99	01	01-02-2016	1
INVOICE TOTAL					107.99			
VENDOR TOTAL					107.99			
OCT 2015			695	BEALL & MITCHELL LLC				
	1	11/10/15	11/01/15	PROSECUTING SERVICES	1,000.00	01	01-06-1100	1
INVOICE TOTAL					1,000.00			
VENDOR TOTAL					1,000.00			
426264			777	BIG TOOL STORE				
	1	11/10/15	11/03/15	1-1/8"-7 FIELD DISC 1EA.	24.42	10	10-30-2006	1
INVOICE TOTAL					24.42			
VENDOR TOTAL					24.42			
PSI06850			795	BISHOP LIFTING PRODUCTS, INC.				
	1	11/10/15	11/01/15	2" DBL SHEAVE BLK W/SWIVEL EYE LED SIGN TRAILER	23.82	21	21-41-2009	1
INVOICE TOTAL					23.82			
VENDOR TOTAL					23.82			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				972 CED - COLUMBIA				
9444604514	1	11/10/15	11/01/15	150W LT FX LIGHT 8EA. -RIGGS	3,752.00	98	98-66-3001	1
				INVOICE TOTAL	3,752.00			
				VENDOR TOTAL	3,752.00			
				1133 CHART MARKETING, INC.				
17973	1	11/10/15	11/01/15	PROMO ADVERT-DERBY PLAZA THTR.	358.00	92	92-66-3001	1
				INVOICE TOTAL	358.00			
				VENDOR TOTAL	358.00			
				1155 CINTAS CORPORATION #451				
451179017	1	11/10/15	11/01/15	SHOP TOWELS & SUPPLIES	41.18	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	41.18	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	41.17	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	39.64	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	11.65	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	43.60	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	51.80	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	34.68	21	21-41-2016	1
				INVOICE TOTAL	304.90			
				VENDOR TOTAL	304.90			
				1272 COMPUTER RESCUE				
3157	1	11/10/15	11/01/15	USED COMPUTER SPEAKERS - WATER	5.00	11	11-31-2009	1
				INVOICE TOTAL	5.00			
				VENDOR TOTAL	5.00			
				1325 COX COMMUNICATIONS				
NOV 2015	1	11/10/15	11/01/15	SR. CNTR. CABLE/DATA SVC.	202.48	01	01-12-2003	1
	2			HAC CABLE SVC.	125.03	30	30-50-2003	1
	3			HAC DATA SVC.	159.00	30	30-50-2002	1
	4			CITY/PD/CRT DATA SVC.	110.39	01	01-01-2002	1
	5			CITY/PD/CRT DATA SVC.	335.58	01	01-02-2002	1
	6			CITY/PD/CRT DATA SVC.	11.31	01	01-04-2002	1
	7			CITY/PD/CRT DATA SVC.	27.60	01	01-06-2002	1
	8			CITY/PD/CRT DATA SVC.	33.12	01	01-18-2002	1
	9			CITY/PD/CRT DATA SVC.	11.31	01	01-21-2002	1
	10			CITY/PD/CRT DATA SVC.	11.31	01	01-22-2002	1
	11			CITY/PD/CRT DATA SVC.	11.31	01	01-18-2002	1
	12			PW DATA SVC.	34.16	01	01-03-2002	1
	13			PW DATA SVC.	34.16	01	01-20-2002	1
	14			PW DATA SVC.	34.16	10	10-30-2002	1
	15			PW DATA SVC.	34.16	11	11-31-2002	1
	16			PW DATA SVC.	34.16	21	21-41-2002	1
				INVOICE TOTAL	1,209.24			
				VENDOR TOTAL	1,209.24			
				1332 COX MEDIA - WEST				
1227833	1	11/10/15	11/01/15	ESPN ADVERTISING (7 SPOTS)	70.00	92	92-66-3001	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	70.00			
				VENDOR TOTAL	70.00			
223460	1	11/10/15	11/01/15	1350 CRANMER GRASS FARMING FESCUE BLUE SOD - PC PARK	1,648.50	98	98-66-3001	1
				INVOICE TOTAL	1,648.50			
CM223488	1	11/10/15	11/01/15	CREDIT - PALLET REFUND	96.00-	98	98-66-3001	1
				INVOICE TOTAL	96.00-			
				VENDOR TOTAL	1,552.50			
005-22226	1	11/10/15	11/01/15	1400 CUMMINS CENTRAL POWER LLC KIM HEATER - CITY BLD GENERAT.	108.44	01	01-09-2006	1
				INVOICE TOTAL	108.44			
				VENDOR TOTAL	108.44			
OCT 2015	1	11/10/15	11/01/15	1618 GEORGE L. DURFEY PERSONAL CELL PHONE REIMBURSE	35.00	10	10-30-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
20001726	1	11/10/15	11/01/15	1950 FOLEY INDUSTRIES MISC. FILTERS - TRK #6	72.76	21	21-41-2006	1
				INVOICE TOTAL	72.76			
				VENDOR TOTAL	72.76			
680418	1	11/10/15	11/01/15	2020 GARD'N-WISE DISTRIBUTORS, INC. FERTILIZER 50#BAG - 80EA.	1,661.60	98	98-66-3001	1
				INVOICE TOTAL	1,661.60			
				VENDOR TOTAL	1,661.60			
9625431	1	11/10/15	11/01/15	2230 HACH COMPANY SULFURIC ACID, 100ML 2 EA.	55.97	11	11-31-2009	1
				INVOICE TOTAL	55.97			
				VENDOR TOTAL	55.97			
11/10/15 A	1	11/10/15	11/10/15	2255 NICOLE HARKINS REFEREE SOCCER 3 HRS 10/31/15	54.00	30	30-50-1100	1
				INVOICE TOTAL	54.00			
				VENDOR TOTAL	54.00			
NOV 2015	1	11/10/15	11/01/15	2300 HAYSVILLE COMMUNITY LIBRARY LIBRARY AD-VALOREM DISTR.	528.25	25	25-45-2012	1
	2			LIBRARY - BACK TAX	219.58	25	25-45-2012	1
	3			LIBRARY - MOTOR VEHICLE	4,329.09	25	25-45-2012	1
	4			LIBRARY - REC. VEHICLE	66.33	25	25-45-2012	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	5,143.25			
				VENDOR TOTAL	5,143.25			
29834	1	11/10/15	11/01/15	2345 HAYSVILLE RENTAL CENTER PURCHASE:WELDING SUPPLIES	56.25	11	11-31-2009	1
	2			PURCHASE:WELDING SUPPLIES	56.25	10	10-30-2009	1
	3			PURCHASE:WELDING SUPPLIES	56.25	21	21-41-2009	1
				INVOICE TOTAL	168.75			
29912	1	11/10/15	11/01/15	RENTAL:2 MAN AUGER 10/28/15 RIVER FORREST SIGNS	48.00	21	21-41-2006	1
				INVOICE TOTAL	48.00			
				VENDOR TOTAL	216.75			
10/23/15	1	11/10/15	11/01/15	2370 HAYSVILLE USD 261 SOS DAY 9/25/15	51.75	30	30-50-2094	1
				INVOICE TOTAL	51.75			
				VENDOR TOTAL	51.75			
1017426	1	11/10/15	11/01/15	2460 P B HOIDALE COMPANY INC 200Z ALL PURPOSE PASTE	3.06	11	11-31-2009	1
	2			200Z ALL PURPOSE PASTE	3.07	10	10-30-2009	1
	3			200Z ALL PURPOSE PASTE	3.07	21	21-41-2009	1
				INVOICE TOTAL	9.20			
				VENDOR TOTAL	9.20			
131656	1	11/10/15	11/01/15	2535 HOWARD'S INC MISC. SUPPLIES - FIELD DISC	1,130.39	10	10-30-2006	1
				INVOICE TOTAL	1,130.39			
131687	1	11/10/15	11/01/15	MISC. SUPPLIES - FIELD DISC	85.92	10	10-30-2006	1
				INVOICE TOTAL	85.92			
				VENDOR TOTAL	1,216.31			
0114354-IN	1	11/10/15	11/01/15	2619 INDEPENDENT SALT COMPANY 15.65 TON TREATED BULK SAND	469.50	21	21-41-2009	1
				INVOICE TOTAL	469.50			
				VENDOR TOTAL	469.50			
OCT 2015	1	11/10/15	11/01/15	2838 ROY JOLIVET REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
				INVOICE TOTAL	35.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					35.00			
				2860 DAN JONES				
OCT 2015	1	11/10/15	11/01/15	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
INVOICE TOTAL					35.00			
VENDOR TOTAL					35.00			
				2874 K & A PROPERTY MAINTENANCE LLC				
4010	1	11/10/15	11/01/15	CLEAN CITY BLDG.	528.00	01	01-09-2040	1
	2			CLEAN PD	440.00	01	01-09-2040	1
	3			CLEAN COMM. BLDG.	132.00	01	01-09-2040	1
	4			CLEAN SR. CNTR.	425.00	01	01-12-2025	1
	5			COMM. BLDG. - WINDOWS/RANGE	200.00	01	01-09-2040	1
INVOICE TOTAL					1,725.00			
VENDOR TOTAL					1,725.00			
				3070 KANSAS DPT OF HEALTH & ENVIRO,				
3QTR 2015	1	11/10/15	11/01/15	ANALYTICAL TESTING	1,420.00	11	11-31-2040	1
INVOICE TOTAL					1,420.00			
VENDOR TOTAL					1,420.00			
				3150 KANSAS DEPT OF REVENUE				
OCT 2015	1	11/10/15	11/01/15	WATER SALES TAX RETURN	957.29	11	11-31-2022	1
INVOICE TOTAL					957.29			
VENDOR TOTAL					957.29			
				3265 KANSAS GOLF AND TURF INC				
01-93829	1	11/10/15	11/03/15	4EA SHUTTLE CART RENTAL-2 DAYS HAYSVILLE FALL FEST	320.00	01	01-02-2047	1
INVOICE TOTAL					320.00			
VENDOR TOTAL					320.00			
				3295 KANSAS ONE-CALL SYSTEM INC				
5100287	1	11/10/15	11/01/15	103 LOCATES @ \$1.00EA.	34.33	10	10-30-2040	1
	2			103 LOCATES @ \$1.00EA.	34.33	11	11-31-2040	1
	3			103 LOCATES @ \$1.00EA.	34.34	21	21-41-2040	1
INVOICE TOTAL					103.00			
VENDOR TOTAL					103.00			
				3350 KANSAS STATE TREASURER				
NOV 2015	1	11/10/15	11/01/15	REINSTATEMENT FEES	177.00	01	01-06-2060	1
	2			JUDICIAL BRANCH SURCHARGE	66.00	01	01-06-2060	1
	3			JUDICIAL BRANCH EDUCATION FUND	23.00	01	01-06-2073	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	4			COURT COSTS/LAW ENF TRNG CNTR	1,058.00	01	01-06-2074	1
	5			DUI FEES	250.00	01	01-06-2075	1
				INVOICE TOTAL	1,574.00			
				VENDOR TOTAL	1,574.00			
				3413 JORDAN KECK				
11/10/15 A	1	11/10/15	1/10/15	REFEREE SOCCER 3 HRS 10/24/15	45.00	30	30-50-1100	1
				INVOICE TOTAL	45.00			
11/10/15 B	1	11/10/15	11/10/15	REFEREE SOCCER 1 HR 10/27/15	15.00	30	30-50-1100	1
	2			REFEREE SOCCER 3 HRS 10/31/15	45.00	30	30-50-1100	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	105.00			
				3414 KAITLYN KECK				
11/10/15 A	1	11/10/15	11/01/15	REFEREE VBALL 2.25HRS 10/22	22.50	30	30-50-1100	1
	2			REFEREE VBALL 2.25HRS 10/29	22.50	30	30-50-1100	1
	3			HALLOWEEN PARADE 1.5HRS 10/27	15.00	30	30-50-1100	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	60.00			
				3500 KONICA MINOLTA BUSINESS				
9001880768	1	11/10/15	11/01/15	COPIER MAINT. - ADMIN	165.55	01	01-10-2040	1
	2			COPIER MAINT. - PD	165.55	01	01-02-2040	1
	3			COPIER MAINT. - PW	32.67	01	01-20-2004	1
				INVOICE TOTAL	363.77			
				VENDOR TOTAL	363.77			
				3670 LEAGUE OF KANSAS				
15-3292	1	11/10/15	11/01/15	STANDARD TRAFFIC ORD. 35 EA.	245.00	01	01-02-2004	1
	2			STO WEBSITE EDITION 1 EA.	50.00	01	01-02-2004	1
	3			UNIF. PUB. OFFENSE CODE 35 EA.	245.00	01	01-02-2004	1
	4			UPOC WEBSITE EDITION	50.00	01	01-02-2004	1
	5			POSTAGE FOR SHIPPING	16.40	01	01-02-2004	1
				INVOICE TOTAL	606.40			
				VENDOR TOTAL	606.40			
				3810 MADRIGAL & ASSOCIATES, INC.				
64245	1	11/10/15	11/01/15	OCT 2015 INSURANCE PREMIUM	10,311.00	01	01-10-2020	1
	2			OCT 2015 INSURANCE PREMIUM	319.00	01	01-12-2020	1
	3			OCT 2015 INSURANCE PREMIUM	4,300.00	10	10-30-2020	1
	4			OCT 2015 INSURANCE PREMIUM	2,190.00	11	11-31-2020	1
	5			OCT 2015 INSURANCE PREMIUM	2,563.00	21	21-41-2020	1
	6			OCT 2015 INSURANCE PREMIUM	5,809.00	27	27-47-2020	1
	7			OCT 2015 INSURANCE PREMIUM	783.00	30	30-50-2020	1
				INVOICE TOTAL	26,275.00			
64264	1	11/10/15	11/01/15	ADD 2015 TRAILER W/LED SIGN	16.75	01	01-10-2020	1
	2			ADD 2015 TRAILER W/LED SIGN	16.75	10	10-30-2020	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	3			ADD 2015 TRAILER W/LED SIGN	16.75	11	11-31-2020	1
	4			ADD 2015 TRAILER W/LED SIGN	16.75	21	21-41-2020	1
				INVOICE TOTAL	67.00			
64265	1	11/10/15	11/01/15	ADD 2008 CHEVY EQUINOX - PW	77.33	10	10-30-2020	1
	2			ADD 2008 CHEVY EQUINOX - PW	77.33	11	11-31-2020	1
	3			ADD 2008 CHEVY EQUINOX - PW	77.34	21	21-41-2020	1
				INVOICE TOTAL	232.00			
				VENDOR TOTAL	26,574.00			
OCT 2015				3840 MARTINEZ, ANTONIO JR.				
	1	11/10/15	11/01/15	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	11	11-31-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
OCT 2015				3945 ZACH MCHATTON				
	1	11/10/15	11/01/15	POSTAGE REIMBURSEMENT	7.89	01	01-18-2012	1
	2			112 X \$0.56/MILE REIMBURSEMENT	62.72	01	01-18-2012	1
				INVOICE TOTAL	70.61			
				VENDOR TOTAL	70.61			
8304184				4010 MID-CONTINENT SAFETY				
	1	11/10/15	11/01/15	ICON JACKET W/ LINER,LIME,MED	31.33	11	11-31-2016	1
	2			ICON JACKET W/ LINER,LIME,MED	31.33	10	10-30-2016	1
	3			ICON JACKET W/ LINER,LIME,MED	31.34	21	21-41-2016	1
				INVOICE TOTAL	94.00			
				VENDOR TOTAL	94.00			
3415900				4098 MOBILE RADIO SERVICE				
	1	11/10/15	11/01/15	4EA. APEX IMPRESS BATTERIES	480.00	01	01-02-2007	1
				INVOICE TOTAL	480.00			
				VENDOR TOTAL	480.00			
OCT 2015				4377 JAMES OLTMAN				
	1	11/10/15	11/01/15	CELL PHONE REIMBURSEMENT	35.00	01	01-18-2002	1
	2			438 X \$0.56/MILE REIMBURSE.	245.28	01	01-18-2015	1
				INVOICE TOTAL	280.28			
				VENDOR TOTAL	280.28			
4814134921				4396 O'REILLY AUTOMOTIVE INC				
	1	11/10/15	11/01/15	RTRN - PWR RTD BELT (6610 MOW)	31.20-	21	21-41-2006	1
				INVOICE TOTAL	31.20-			
4814135197								
	1	11/10/15	11/01/15	PRIMARY WIRE 61 EA. - PW	14.78	11	11-31-2006	1
	2			PRIMARY WIRE 61 EA. - PW	14.78	10	10-30-2006	1
	3			PRIMARY WIRE 61 EA. - PW	14.78	21	21-41-2006	1
				INVOICE TOTAL	44.34			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4814135216	1	11/10/15	11/01/15	STARTER/WIRE LOOM - TRK #47	54.41	11	11-31-2006	1
	2			STARTER/WIRE LOOM - TRK #47	54.41	10	10-30-2006	1
	3			STARTER/WIRE LOOM - TRK #47	54.41	21	21-41-2006	1
				INVOICE TOTAL	163.23			
4814135288	1	11/10/15	11/01/15	RTRN - STARTER (TRK #47)	11.67-	11	11-31-2006	1
	2			RTRN - STARTER (TRK #47)	11.66-	10	10-30-2006	1
	3			RTRN - STARTER (TRK #47)	11.67-	21	21-41-2006	1
				INVOICE TOTAL	35.00-			
4814135583	1	11/10/15	11/01/15	AIR PLUGS - PW SHOP	3.49	11	11-31-2012	1
	2			AIR PLUGS - PW SHOP	3.49	10	10-30-2012	1
	3			AIR PLUGS - PW SHOP	3.49	21	21-41-2012	1
				INVOICE TOTAL	10.47			
4814135634	1	11/10/15	11/01/15	3PK BATTERIES 3EA/ - PW SHOP	5.99	11	11-31-2012	1
	2			3PK BATTERIES 3EA/ - PW SHOP	5.99	10	10-30-2012	1
	3			3PK BATTERIES 3EA/ - PW SHOP	5.99	21	21-41-2012	1
				INVOICE TOTAL	17.97			
4814135728	1	11/10/15	11/01/15	7.5OZ PROTECTANT/BRUSHES	10.87	10	10-30-2009	1
				INVOICE TOTAL	10.87			
4814135918	1	11/10/15	11/01/15	TOGGLE SWITCH - LED SIGN TRLR.	5.59	10	10-30-2080	1
				INVOICE TOTAL	5.59			
4814135939	1	11/10/15	11/01/15	MARKER LIGHTS - TRK #6	19.76	21	21-41-2006	1
				INVOICE TOTAL	19.76			
4814135947	1	11/10/15	11/01/15	MARKER LIGHTS - TRK #6	8.98	21	21-41-2006	1
				INVOICE TOTAL	8.98			
4814135973	1	11/10/15	11/01/15	BALL MOUNT - WATER DEPT.	18.66	11	11-31-2009	1
	2			BALL MOUNT - WATER DEPT.	18.66	10	10-30-2009	1
	3			BALL MOUNT - WATER DEPT.	18.67	21	21-41-2009	1
				INVOICE TOTAL	55.99			
4814136280	1	11/10/15	11/01/15	BATTERY CABLES/CPLG, SILLICONE	48.29	11	11-31-2009	1
	2			BATTERY CABLES/CPLG, SILLICONE	48.29	10	10-30-2009	1
	3			BATTERY CABLES/CPLG, SILLICONE	48.29	21	21-41-2009	1
				INVOICE TOTAL	144.87			
4814136370	1	11/10/15	11/01/15	16OZ MOTOR TRTMNT ADDITIVE 6EA	15.98	11	11-31-2006	1
	2			16OZ MOTOR TRTMNT ADDITIVE 6EA	15.98	10	10-30-2006	1
	3			16OZ MOTOR TRTMNT ADDITIVE 6EA	15.98	21	21-41-2006	1
				INVOICE TOTAL	47.94			
4814136722	1	11/10/15	11/01/15	2EA. QT JACK OIL - PW SHOP	2.66	11	11-31-2006	1
	2			2EA. QT JACK OIL - PW SHOP	2.66	10	10-30-2006	1
	3			2EA. QT JACK OIL - PW SHOP	2.66	21	21-41-2006	1
				INVOICE TOTAL	7.98			
VENDOR TOTAL					471.79			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				4520 PETTY CASH				
11/10/15	1	11/10/15	11/10/15	REIMBURSE FUND	350.00	01	01-00-5016	1
	2			REIMBURSE FUND	532.00	30	30-00-5077	1
	3			REIMBURSE FUND	100.00	30	30-00-5078	1
	4			REIMBURSE FUND	40.00	30	30-50-2092	1
	5			REIMBURSE FUND	20.00	01	01-01-2012	1
	6			REIMBURSE FUND	15.04	01	01-02-2015	1
				INVOICE TOTAL	1,057.04			
				VENDOR TOTAL	1,057.04			
				4662 POWERPLAN				
416985	1	11/10/15	11/01/15	RADIATOR HOSE 2EA. - 310SJ	119.29	11	11-31-2006	1
				INVOICE TOTAL	119.29			
				VENDOR TOTAL	119.29			
				4716 PROCOM LMR INC				
17181	1	11/10/15	11/01/15	TK-3300 NYLON CASE W/SWIVEL	41.61	11	11-31-2009	1
				INVOICE TOTAL	41.61			
				VENDOR TOTAL	41.61			
				4750 PROFESSIONAL ENGINEERING				
512650	1	11/10/15	11/01/15	MONTHLY RETAINER	66.66	11	11-31-2040	1
	2			MONTHLY RETAINER	66.67	10	10-30-2040	1
	3			MONTHLY RETAINER	66.67	21	21-41-2040	1
				INVOICE TOTAL	200.00			
512651	1	11/10/15	11/01/15	RIVER FORREST HIKE/BIKE PATH	821.90	36	36-56-3001	1
				INVOICE TOTAL	821.90			
512652	1	11/10/15	11/01/15	RIVER FORREST HIKE/BIKE PATH	3,151.25	36	36-56-3001	1
				INVOICE TOTAL	3,151.25			
512653	1	11/10/15	11/01/15	HAYSVILLE ACT. CNTR. PROJECT	9,850.00	36	36-56-3001	1
				INVOICE TOTAL	9,850.00			
				VENDOR TOTAL	14,023.15			
				4780 PRO-KEM SUPPLIES INC				
10354	1	11/10/15	11/01/15	PULSE SERVICE - PD 5 EA.	40.00	01	01-02-2004	1
	2			PULSE SERVICE - CITY 5 EA.	40.00	01	01-09-2012	1
	3			PULSE SERVICE - SR CNTR 2 EA.	16.00	01	01-12-2025	1
				INVOICE TOTAL	96.00			
				VENDOR TOTAL	96.00			
				4860 QUILL CORPORATION				
9028009	1	11/10/15	11/01/15	MISC. OFFICE SUPPLIES - PD	268.75	01	01-02-2004	1
				INVOICE TOTAL	268.75			
9111783	1	11/10/15	11/01/15	CD ENVEL, PAPER, 100PK, 10EA.	67.90	01	01-02-2004	1
				INVOICE TOTAL	67.90			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					336.65			
				5056 SEAN RINEHART				
OCT 2015	1	11/10/15	11/01/15	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
INVOICE TOTAL					35.00			
VENDOR TOTAL					35.00			
				5231 SAM'S CLUB / GEGRB				
OCT 2015	1	11/10/15	11/01/15	MONTHLY SUPPLIES	265.72	01	01-02-2004	1
	2			MONTHLY SUPPLIES	265.72	01	01-02-2007	1
	3			MONTHLY SUPPLIES	59.84	01	01-02-2012	1
	4			MONTHLY SUPPLIES	56.06	01	01-09-2009	1
	5			MONTHLY SUPPLIES	172.46	01	01-10-2077	1
	6			MONTHLY SUPPLIES	62.92	24	24-44-2031	1
	7			MONTHLY SUPPLIES	820.12	30	30-50-2094	1
INVOICE TOTAL					1,702.84			
VENDOR TOTAL					1,702.84			
				5335 SEDGWICK COUNTY DIV OF FINANCE				
OCT 2015	1	11/10/15	11/01/15	PRISONER HOUSING 2,282 HRS.	5,339.88	01	01-06-3066	1
INVOICE TOTAL					5,339.88			
VENDOR TOTAL					5,339.88			
				5444 JOHNATHAN SIMONS				
OCT 2015	1	11/10/15	11/01/15	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	21	21-41-2002	1
INVOICE TOTAL					35.00			
VENDOR TOTAL					35.00			
				5484 SMITH NOEL				
OCT 2015	1	11/10/15	11/01/15	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
INVOICE TOTAL					35.00			
VENDOR TOTAL					35.00			
				5580 SOUTHWEST PAPER CO.				
873017	1	11/10/15	11/01/15	MULTIFOLD TOWELS - SR. CNTR.	38.36	01	01-12-2012	1
	2			MULTIFOLD TOWELS - CITY BLDG.	57.54	01	01-09-2009	1
	3			MULTIFOLD TOWELS - PD	230.16	01	01-09-2009	1
	4			KITCHEN TOWELS - SR. CNTR.	50.82	01	01-12-2012	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	5			KITCHEN TOWELS - CITY BLDG.	25.41	01	01-09-2009	1
	6			KITCHEN TOWELS - PD	203.28	01	01-09-2009	1
	7			BATH TISSUE - SR. CNTR.	74.36	01	01-12-2012	1
	8			BATH TISSUE - CITY BLDG.	37.18	01	01-09-2009	1
	9			BATH TISSUE - PD	148.72	01	01-09-2009	1
	10			55GAL. TRASH BAGS - CITY BLDG.	30.81	01	01-09-2009	1
	11			60GAL. TRASH BAGS - PD	156.72	01	01-09-2009	1
	12			URINAL SCREENS - PARK DEPT.	20.65	01	01-03-2009	1
	13			UPRIGHT DUSTPAN - COMM. BLDG.	7.56	01	01-09-2009	1
				INVOICE TOTAL	1,081.57			
				VENDOR TOTAL	1,081.57			
				5874 TELESERVE COMMUNICATIONS, INC.				
4098	1	11/10/15	11/01/15	TOSHIBA 2020 PHONES 5 EA.	156.25	11	11-31-2006	1
	2			TOSHIBA 2020 PHONES 5 EA.	156.25	10	10-30-2006	1
	3			TOSHIBA 2020 PHONES 5 EA.	156.25	21	21-41-2006	1
	4			TOSHIBA 2020 PHONES 5 EA.	156.25	01	01-03-2006	1
				INVOICE TOTAL	625.00			
				VENDOR TOTAL	625.00			
				5885 TERMINIX PROCESSING CENTER				
NOV 2015	1	11/10/15	11/01/15	ANNUAL TERMITE PROTECTION PLAN	301.00	01	01-09-2040	1
				INVOICE TOTAL	301.00			
				VENDOR TOTAL	301.00			
				5916 TIMES-SENTINEL NEWSPAPERS				
21411	1	11/10/15	11/01/15	ORDINANCE 1024 10/30/15	82.50	01	01-01-2014	1
				INVOICE TOTAL	82.50			
21412	1	11/10/15	11/01/15	HALLOWEEN FLYER 10/30/15	195.00	92	92-66-3001	1
				INVOICE TOTAL	195.00			
21424	1	11/10/15	11/01/15	NOVEMBER ADVERTISING 10/30/15	147.50	92	92-66-3001	1
				INVOICE TOTAL	147.50			
21486	1	11/10/15	11/01/15	TURKEY GIVEAWAY 11/5/15	45.00	92	92-66-3001	1
				INVOICE TOTAL	45.00			
				VENDOR TOTAL	470.00			
				5938 TRAFFIC CONTROL SERVICES INC				
18468	1	11/10/15	11/01/15	TRAFFIC CONTROL FALL FEST 2015	500.00	01	01-02-2047	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			
				5940 TRUCK PARTS & EQUIPMENT INC				
1255324	1	11/10/15	11/01/15	PTO CABLE 120" - TRK #47	19.15	21	21-41-2006	1
				INVOICE TOTAL	19.15			
				VENDOR TOTAL	19.15			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
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				6060 UNIVERSITY OF KANSAS					
LE-38413	1	11/10/15	11/01/15	A. SCHULTZ-FIELD TRNG. OFFICER TRAINING SEMINAR 12/9-12/11	140.00	01		01-02-2015	1
				INVOICE TOTAL	140.00				
LE-38414	1	11/10/15	11/01/15	C. CARTWRIGHT-FIELD TRNG.OFFI. TRAINING SEMINAR 12/9-12/11	140.00	01		01-02-2015	1
				INVOICE TOTAL	140.00				
				VENDOR TOTAL	280.00				
OCT 2015	1	11/10/15	11/01/15	6234 VERIZON WIRELESS POLICE DEPT.-MOBILE BROADBAND	80.02	01		01-02-2040	1
				INVOICE TOTAL	80.02				
				VENDOR TOTAL	80.02				
10725166	1	11/10/15	11/01/15	6345 WASTE CONNECTIONS INC MONTHLY TRASH SVC. - CITY BLDG	46.18	01		01-09-2040	1
	2			MONTHLY TRASH SVC. - CITY BLDG	46.18	10		10-30-2040	1
	3			MONTHLY TRASH SVC. - CITY BLDG	46.17	11		11-31-2040	1
				INVOICE TOTAL	138.53				
10725167	1	11/10/15	11/01/15	MONTHLY TRASH SVC. - HAC	86.99	30		30-50-2003	1
				INVOICE TOTAL	86.99				
10725168	1	11/10/15	11/01/15	MONTHLY TRASH SVC. - SR. CNTR.	128.40	01		01-12-2003	1
				INVOICE TOTAL	128.40				
10725169-7	1	11/10/15	11/01/15	MONTHLY TRASH SVC. - PW	57.09	10		10-30-2040	1
	2			MONTHLY TRASH SVC. - PW	57.09	11		11-31-2040	1
	3			MONTHLY TRASH SVC. - PW	57.08	21		21-41-2040	1
				INVOICE TOTAL	171.26				
10725171	1	11/10/15	11/01/15	MONTHLY TRASH SVC. - COMM BLDG	99.45	01		01-09-2040	1
				INVOICE TOTAL	99.45				
10725172	1	11/10/15	11/01/15	MONTHLY TRASH SVC. - RIGGS	152.15	01		01-03-2012	1
				INVOICE TOTAL	152.15				
10725173	1	11/10/15	11/01/15	MONTHLY TRASH SVC. - PC SPORTS	121.31	30		30-50-2046	1
				INVOICE TOTAL	121.31				
				VENDOR TOTAL	898.09				
232262	1	11/10/15	11/01/15	6383 WELLBEATS ELEMENTS BASIC PACKAGE	149.00	99		99-66-3001	1
				INVOICE TOTAL	149.00				
				VENDOR TOTAL	149.00				
OCT 2015S	1	11/10/15	11/01/15	6407 WESTAR ENERGY MONTHLY ELECTRIC UTILITIES	6,421.22	01		01-08-2003	1
				INVOICE TOTAL	6,421.22				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
					VENDOR TOTAL		6,421.22	
0501305-IN	1	11/10/15	11/01/15	6700 WILLIAMS JANITORIAL SUPPLY TOWELS MF WHITE 4000 4 CASES	84.00	01	01-03-2009	1
					INVOICE TOTAL		84.00	
					VENDOR TOTAL		84.00	
11/10/15 A	1	11/10/15	11/10/15	9081 WILLIAM BUTTERWORTH REFEREE SOCCER 3 HRS 10/31/15	45.00	30	30-50-1100	1
					INVOICE TOTAL		45.00	
					VENDOR TOTAL		45.00	
11/10/15 A	1	11/10/15	11/10/15	10010 CARL DENESHA II REFEREE SOCCER 3 HRS 10/24/15	45.00	30	30-50-1100	1
					INVOICE TOTAL		45.00	
11/10/15 B	1	11/10/15	11/10/15	10011 KARL J. DENESHA REFEREE SOCCER 4 HRS 10/31/15	60.00	30	30-50-1100	1
					INVOICE TOTAL		60.00	
					VENDOR TOTAL		105.00	
11/10/15 A	1	11/10/15	11/10/15	10137 CALEB MCCAFFREE REFEREE SOCCER 3 HRS 10/24/15	60.00	30	30-50-1100	1
					INVOICE TOTAL		60.00	
11/10/15 B	1	11/10/15	11/10/15	10350 DRAKE SHEA REFEREE SOCCER 4 HRS 10/31/15	80.00	30	30-50-1100	1
					INVOICE TOTAL		80.00	
					VENDOR TOTAL		140.00	
11/10/15 A	1	11/10/15	11/10/15	10350 DRAKE SHEA REFEREE SOCCER 4 HRS 10/10/15	60.00	30	30-50-1100	1
					INVOICE TOTAL		60.00	
11/10/15 B	1	11/10/15	11/10/15	10350 DRAKE SHEA REFEREE SOCCER 4 HRS 10/31/15	60.00	30	30-50-1100	1
					INVOICE TOTAL		60.00	
					VENDOR TOTAL		120.00	
					INTRUST TOTAL		92,032.36	
					TOTAL MANUAL CHECKS		.00	
					TOTAL E-PAYMENTS		.00	
					TOTAL PURCH CARDS		.00	

HKMESSAGE  
10.30.14

Fri Nov 6, 2015 3:46 PM

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City of Haysville  
SCHEDULED CLAIMS LIST

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OPER: AMD

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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
					TOTAL ACH PAYMENTS	.00	
					TOTAL OPEN PAYMENTS	92,032.36	
					GRAND TOTALS	92,032.36	

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VENDOR NO NAME	PAYMENT AMT
3230 KS GAS SERVICE-PRIMARY	527.81
REPORT TOTAL	<u>527.81</u>

FUND	NAME	TOTAL
01	GENERAL FU	176.52
10	SEWER FUND	162.08
11	WATER FUND	88.50
21	STREET FUN	57.33
30	RECREATION	43.38
	TOTAL	<u>527.81</u>

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VENDOR NO NAME	PAYMENT AMT
6407 WESTAR ENERGY	20,473.89
REPORT TOTAL	<u>20,473.89</u>

FUND	NAME	TOTAL
01	GENERAL FU	4,370.46
10	SEWER FUND	10,048.16
11	WATER FUND	3,499.46
12	MUNICIPAL	172.16
21	STREET FUN	940.06
30	RECREATION	1,443.59
	TOTAL	<u>20,473.89</u>

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
INTRUST								
3230 KANSAS GAS SERVICE								
OCT 2015	1	11/05/15	11/01/15	MONTHLY GAS SERVICE	42.35	01	01-02-2013	1
	2			MONTHLY GAS SERVICE	74.68	01	01-09-2003	1
	3			MONTHLY GAS SERVICE	59.49	01	01-12-2003	1
	4			MONTHLY GAS SERVICE	162.08	10	10-30-2003	1
	5			MONTHLY GAS SERVICE	88.50	11	11-31-2003	1
	6			MONTHLY GAS SERVICE	57.33	21	21-41-2003	1
	7			MONTHLY GAS SERVICE	43.38	30	30-50-2003	1
				INVOICE TOTAL	527.81			
				VENDOR TOTAL	527.81			
6407 WESTAR ENERGY								
OCT 2015	1	11/05/15	11/01/15	MONTHLY ELECTRIC UTILITIES	64.77	01	01-02-2013	1
	2			MONTHLY ELECTRIC UTILITIES	1,388.68	01	01-03-2003	1
	3			MONTHLY ELECTRIC UTILITIES	690.63	01	01-08-2003	1
	4			MONTHLY ELECTRIC UTILITIES	1,768.65	01	01-09-2003	1
	5			MONTHLY ELECTRIC UTILITIES	457.73	01	01-12-2003	1
	6			MONTHLY ELECTRIC UTILITIES	10,048.16	10	10-30-2003	1
	7			MONTHLY ELECTRIC UTILITIES	3,499.46	11	11-31-2003	1
	8			MONTHLY ELECTRIC UTILITIES	172.16	12	12-32-2003	1
	9			MONTHLY ELECTRIC UTILITIES	940.06	21	21-41-2003	1
	10			MONTHLY ELECTRIC UTILITIES	1,150.72	30	30-50-2003	1
	11			MONTHLY ELECTRIC UTILITIES	292.87	30	30-50-3065	1
				INVOICE TOTAL	20,473.89			
				VENDOR TOTAL	20,473.89			
				INTRUST TOTAL	21,001.70			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	21,001.70			
				GRAND TOTALS	21,001.70			

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VENDOR NO NAME	PAYMENT AMT
4685 PRAIRIELAND PARTNERS	19,671.63
5859 T-MOBILE	30.00
REPORT TOTAL	<u>19,701.63</u>

FUND	NAME	TOTAL
10	SEWER FUND	10.00
11	WATER FUND	10.00
21	STREET FUN	10.00
98	ST PARK RE	19,671.63
	TOTAL	<u>19,701.63</u>

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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
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INTRUST								
03769185			4685	PRAIRIELAND PARTNERS INC				
	1	10/27/15	10/27/15	72IN MID-MOUNT MOWER	3,996.92	98	98-66-3001	1
	2			2015 JD 2032R UTILITY TRACTOR	15,674.71	98	98-66-3001	1
				INVOICE TOTAL	19,671.63			
				VENDOR TOTAL	19,671.63			
OCT 2015			5859	T-MOBILE				
	1	10/27/15	10/27/15	MOBILE INTERNET - GPS EQUIP.	10.00	11	11-31-2002	1
	2			MOBILE INTERNET - GPS EQUIP.	10.00	10	10-30-2002	1
	3			MOBILE INTERNET - GPS EQUIP.	10.00	21	21-41-2002	1
				INVOICE TOTAL	30.00			
				VENDOR TOTAL	30.00			
				INTRUST TOTAL	19,701.63			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	19,701.63			
				GRAND TOTALS	19,701.63			

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No Supporting Documents