

CITY OF HAYSVILLE

Agenda

November 13, 2012

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastoral Staff River of Life Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Consideration of Zone Change Request from “D” Light Commercial with “P-O 1” and “P-O 3” to “D” Light Commercial- 1401 W. Grand and 7200 Block of South Meridian.

PRESENTATION AND APPROVAL OF MINUTES

- A. Minutes of October 22, 2012

ITEM #1 CITIZENS TO BE HEARD

ITEM #2 APPROVAL OF LICENSES AND BONDS

- A. Renewal of Liquor License- Main Street Liquor, 237 N. Main
- B. Renewal of CMB License- Kwik Shop #779, 424 W. Grand

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM “D” LIGHT COMMERCIAL WITH “P-O 1” AND “P-O 3” TO “D” LIGHT COMMERCIAL ON CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF HAYSVILLE, KANSAS
- B. A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE 11A, WHICH EXEMPTS THE CITY FROM PORTIONS OF K.S.A. 14-205 AND RELATING TO THE APPOINTMENT OF CERTAIN CITY POSITIONS, THE APPOINTMENT OF NONRESIDENTS TO CITY POSITIONS, AND HEREBY PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT.

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. Letters from Cox Communications Re: Price Changes & New Channel

ITEM #5 OTHER BUSINESS

- A. Consideration of 2013 Contract for Haysville Senior Center
- B. Consideration of Contract with KDOT
- C. Consideration of Bids to Replace Tires on 120G Cat Road Grader

ITEM #6 OLD BUSINESS

- A. Sidewalk from Haysville Healthcare to Bicycle Path
- B. Results of Traffic Study on South Main

ITEM #7 DEPARTMENT REPORTS

- A. Administrative Services – Will Black
- B. City Clerk – Janie Cox
- C. Police/Public Works – Jeff Whitfield
- D. Recreation – Georgie Carter

ITEM #8 APPOINTMENTS

- A. Debbie Coleman, 149 S. Wayne Re: Appointment to Planning Commission At Large

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

- A. Thank You Card to Street Crew from Ernestine Sherman

ITEM #13 COUNCIL ITEMS

A. Council Concerns

B. Council Action Request Updates

ITEM #14 ADJOURNMENT

MEMORANDUM

To: The Honorable Mayor Ken Hampton
City Council Members

From: Haysville Planning Commission

Subject: Zone Change Request

Date: November 13, 2012

At the October 25, 2012 meeting, the Haysville Planning Commission held a public hearing to consider a zone change request for property located at 1401 W. Grand and 7200 Block of South Meridian. The following discussion and action was taken on this matter:

Aziere presented a Public Hearing – Zone Change Request from “D & P-O” to “D” (Lot 1, 2, and 3, Block A, Peachwood 8th Addition and Lot 1, Block B, Peachwood 5th Addition).

Aziere read from the public hearing script and formally opened the public hearing. Aziere asked for staff presentation.

Will Black presented the request of the zone change, stating the building in question would like to open a daycare. Black advised they had received no correspondence from anyone.

Wethington asked if the request was to drop the protective overlay as well. Black advised yes. Schneiter asked if amending the protective overlay would be possible. Roggenbaum stated a daycare would not be allowed with the protective overlay. There was discussion about possibly adding a bank with a drive through in the vacant lot. Shelly Palmer advised there are not any definite buyers for the lot, but by taking the overlay off of that area, it could open it up for businesses such as banks. Roggenbaum stated the overlay could not be amended for theoretical businesses. Schneiter stated by taking away the overlay, it would change the rules that were established years ago when they were added. Carol Neugent advised the overlays in question were some of the first the City had done, and the more recent ones done have included things that the City does not want to see, rather than a list of things that can go in those areas. Neugent stated by changing the way the overlays are worded now, it gives the Planning Commission more flexibility as ordinances change. Schneiter stated when the issue first came up with the existing overlay; there were many homeowners that were worried about protecting their property. Schneiter advised they put regulations on that area because homeowners were worried about what would happen, and since they had done that, the area has stayed empty. Schneiter stated maybe it was time for changes to see what happens. Neugent advised that notices had gone out and no communication was received back. Neugent stated maybe people are more comfortable with light commercial now. Parton stated that if the overlay was thrown out, the lighting, signs, and fencing would be thrown out too. Schneiter asked for clarification from Neugent on how overlays were done now. Neugent stated before they would make a list of usages, and now they make a list of what they do not want to see in those areas. Schneiter stated his issues were with landscaping, lighting, hours of operation, and other items like that. Schneiter asked about the protective overlay that would go in for the Meridian Corridor. Neugent stated that protective

overlay would cover the property in question as well. There was discussion about including an ATM drive through.

Motion by Wethington

Second by Roggenbaum

I agree to eliminate the overlay and so I would move for approval of the request.

Aziere yea, Parton nay, Roggenbaum yea, Schneiter nay, Street yea, and Wethington yea.

Motion declared carried.

This item is now before you for your consideration.

Jeana M. Morgan, Coordinator
Planning/Community Relations

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

Roll was taken by Recording Secretary Jessica Chilcote: Slocum here, Ewert here, Kanaga here, Kessler here, Rardin here, Konkel here, and Pierce here. Councilperson Conrady was not present.

Constance Black, Haysville Christian Church, led everyone in prayer.

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

Under Presentation and Approval of Minutes, Mayor Ken Hampton presented for approval the Minutes of October 9, 2012.

Motion by Kanaga- Second by Rardin

Mr. Mayor, I move that we approve the October 9th Council Meeting Minutes.

Slocum abstain, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel abstain, Pierce yea.

Motion declared carried.

Under Citizens to be Heard, Mayor Ken Hampton introduced Grover Williams Re: Wheelchair Ramp from Haysville Healthcare to Bicycle Path.

Grover Williams, 5320 Stoneborough Court, proposed a connection of a sidewalk from Haysville Healthcare to the bike path that runs along Cowskin Creek. Williams asked that the sidewalk be placed south of the swimming pool for residents and their families of Haysville Healthcare. Grover advised he had spoken with several residents and they would like the opportunity to use the path if it were accessible from the street with a wheelchair ramp. Councilperson Keith Pierce asked if the reason that location was picked was to minimize the extent of the project. Williams advised yes. Pierce advised that seemed like a far distance to push wheelchairs and a better place could probably be found. Pierce also stated he believed a better access could be found, but would cost more money. Pierce advised he would like to see the project moved closer to the swimming pool parking lot, with a straight access from the main doors. Pierce stated he agreed with the project but did not agree with the spot proposed. Williams stated his concern was with cost, so he proposed the quickest and cheapest way to do it. Councilperson Russ Kessler advised part of the Park Comprehensive Plan includes adding another volleyball court, a basketball court, and possible another Activity Center to that area. Councilperson Bob Rardin stated he agreed with Councilperson Pierce and moving the sidewalk to south of the pool parking lot with a straight shot to the nursing home. Mayor Ken Hampton advised that city staff would have to look into a lot of other issues that may come up including signalization. Councilperson Derrick Slocum advised he agreed with Councilpersons Rardin and Pierce about using the south edge of the existing pool parking lot. Slocum stated he would much rather spend more money to make it a safer route. Councilperson Mike Kanaga asked if all of the property in question belonged to the City. Mayor Hampton stated yes, it all belonged to the City. Mayor Hampton advised Council

Regular Council Meeting

October 22, 2012

Page 2

they could ask for staff to do more research and put it on the next agenda. Williams advised Council that there is a Citizen with Disabilities Act, where the federal government makes funds available for projects like this.

Motion by Pierce- Second by Rardin

Mr. Mayor and Council, I move that we bring this topic back to the next meeting for discussion with more specificity for the scope of the project with the intent to move it to the 2013 CIP Plan.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.

Motion declared carried.

There were no Licenses or Bonds.

Under Introduction of Ordinances and Resolutions, Mayor Ken Hampton introduced A RESOLUTION WAIVING THE GAAP REQUIREMENTS OF K.S.A. 75-1120a(a) FOR THE CITY OF HAYSVILLE, KANSAS.

Motion by Kanaga- Second by Ewert

Mr. Mayor, I move that we approve A RESOLUTION WAIVING THE GAAP REQUIREMENTS OF K.S.A. 75-1120a(a) FOR THE CITY OF HAYSVILLE, KANSAS.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.

Motion declared carried.

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

Councilperson Pat Ewert announced the Senior Center would be passing out commodities on October 24 at 1:00 p.m. and the Mystery Lunch would be on October 25th at 11:00 a.m. Ewert advised the Senior Breakfast would be on October 27th from 8:00- 9:00 a.m. Ewert also stated the Senior Center would be selling cinnamon rolls for the American Cancer Society on October 29th from 8:30 a.m. until they are gone.

Mayor Ken Hampton introduced a new business license for Tucker Limousine, 142 S. Ballard.

Under Other Business, Mayor Ken Hampton presented a Consideration of Supplemental Agreement with PEC for East Grand Design Services.

City Engineer Ben Mabry presented the supplemental agreement for East Grand. Mabry advised of the changes to the original agreement, stating most are safety issues that were discovered during a walk through with KDOT. Mabry advised one of the larger issues was site lighting of the sidewalk to be brought to KDOT specifications. Mabry stated another safety issue was the sidewalk on the south side of Grand from Old Oaks to Broadway being narrow and close to traffic. Mabry advised the sidewalk would be

Regular Council Meeting

October 22, 2012

Page 3

pulled away from the curb when available and widened. Mabry stated replacing driveways was also added, as well as reducing the number of driveways. Mabry advised that asphalt would be replaced with concrete from Broadway to 150 feet west to help with maintenance costs and repairs due to high truck traffic. Mabry advised a storm water crossing would be replaced at Grand and Ward Parkway with a concrete pipe that would cross the street and would clean the area up and will help with the sidewalk. Mayor Ken Hampton asked if residential circle drives would be removed. Mabry advised they were only looking at commercial drives. Councilperson Bob Rardin asked if crossing over the drainage ditch would remain the same or be changed. Mabry advised it would be changed to be widened to 10 feet on the north side of the road, but the south road would remain the same. Rardin asked if a guard rail could be put up to protect people in that area. Mabry stated there would not be any guard rails put up, as they may act as a ramp to vehicles and would be unsafe next to a curb.

Motion by Konkel- Second by Slocum

Mr. Mayor, I move that we approve the supplemental agreement number 1, for the design phase of East Grand Avenue street improvements.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.

Motion declared carried.

Mayor Ken Hampton presented a Consideration of Bids to Purchase Two Unmarked Police Vehicles.

Chief of Police Jeff Whitfield stated they needed to replace two unmarked vehicles in their fleet. Whitfield advised the unmarked vehicles were used by investigations on a daily basis and would be replacing two aging vehicles. Whitfield stated they sent out for four bids and received two back. Whitfield requested approval to purchase two, 2013 Ford Taurus vehicles from Shawnee Mission Ford for \$41,842.00 to come out of law enforcement trust.

Motion by Rardin- Second by Ewert

Mr. Mayor, if there is no other discussion, I make a motion that we approve the purchase of two, 2013 Ford Taurus's from Shawnee Mission Ford at the cost of \$41,842.00.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.

Motion declared carried.

Mayor Ken Hampton presented a Consideration of Renewal of Collection Agency Agreement.

Deputy Administrative Officer Will Black stated the current collection agency agreement for collection of court fines had expired and a new agreement needed to be signed. Black advised the agreement is exactly the same as last year, except for the dates in the first paragraph had been changed.

Motion by Konkel- Second by Slocum

Regular Council Meeting

October 22, 2012

Page 4

If there is no questions, I move that we approve the agreement with the collection services as presented.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.

Motion declared carried.

There was no Old Business.

Mayor Ken Hampton asked for Department Reports.

Planning/Community Relations Coordinator Jeana Morgan stated the post office would begin delivering 349 notifications sent out for the South Broadway Corridor Overlay.

Morgan advised that of the 349 properties, approximately 100 of those will be included in the overlay. Morgan stated the properties in question are in Ward's II and III.

Councilperson Seth Konkel asked who was best to answer questions. Morgan stated that she would be available for questions and her contact information was on the letters sent out.

Councilperson Bob Rardin asked if council members could get a copy of the letter. Morgan stated she would send them out.

City Clerk Janie Cox reminded everyone the next Council meeting would be on Tuesday, November 13th due to Veterans Day. Cox also stated the last Council meeting of the year would be held on Thursday, December 27.

Chief of Police/Public Works Director Jeff Whitfield advised the Fall Festival went well and thanked all the volunteers and City staff that came out and helped. Whitfield stated Clinton Street had curbs and gutters poured with finishing work to start soon. Whitfield reminded everyone that Halloween was coming up and to watch out for kids and be careful. Whitfield encouraged everyone not to drink and drive.

Recreation Director Georgie Carter advised there would be a blood drive in the parking lot at the Activity Center on October 27th from 8:30 a.m. to 12:00 p.m. Carter stated on October 30th the Annual Youth Parade would be held in the Historic District at 6:30 p.m. Carter advised the Activity Center was taking youth basketball registrations for 4 year old through 6th grade until Saturday, November 3.

There were no Appointments.

There were no Off Agenda Citizens To Be Heard.

There was not an Executive Session.

Mayor Ken Hampton presented the Bills to be Paid for the Last Half of October.

Motion by Ewert- Second by Rardin

Yes, I would like to make a motion that we pay the last half of October bills.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.

Regular Council Meeting

October 22, 2012

Page 5

Motion declared carried.

Under Consent Agenda Mayor Ken Hampton advised the City received a Thank You card from Judy Fisher.

Under Council Items Mayor Ken Hampton asked for any Council concerns.

Mayor Ken Hampton stated the fall festival committee did a very good job and thanked everyone for their hard work.

Mayor Ken Hampton introduced Lieutenant Dustin Goetz from the Sedgwick County Fire Department.

Lieutenant Dustin Goetz gave an update on Station #34, stating it would be going out to bid in the next 2-4 weeks. Goetz advised they have been very busy with Fire Prevention Week and been visiting all the schools doing fire drills and other activities.

Mayor Ken Hampton presented for approval Adjournment.

Motion by Pierce- Second by Konkel

Mr. Mayor and Council, I move that we adjourn tonight's meeting.

Slocum yea, Ewert yea, Kanaga yea, Kessler yea, Rardin yea, Konkel yea, Pierce yea.
Motion declared carried.

The Regular Council Meeting adjourned at 7:44 p.m.

Janie Cox, City Clerk

(First Published in the Haysville Sun Times on the 16th day of November, 2012.)

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM
“D” LIGHT COMMERCIAL WITH “P-O 1” AND “P-O 3” TO “D” LIGHT
COMMERCIAL ON CERTAIN PROPERTY LOCATED WITHIN THE
CORPORATE CITY LIMITS OF THE CITY OF HAYSVILLE, KANSAS.

WHEREAS, The property owner has submitted an application for the rezoning of a tract of land in accordance with the standards set forth in the Haysville Zoning Regulations;

WHEREAS, The legal description of the tract of land is as follows:

A tract of land located within the corporate city limits of Haysville, Kansas, described as:

Lot 1, 2, and 3, Block A, Peachwood 8th Addition; Lot, Block B,
Peachwood 5th Addition.

WHEREAS, The Planning Commission has submitted a report and recommendation to the Governing Body dated October 25, 2012, setting forth their findings of fact in reference to this matter in conformance with the guidelines set forth in the Zoning Regulations of the City of Haysville, Kansas;

WHEREAS, A public hearing was convened on the matter of rezoning the afore described tracts on October 25, 2012, by the Planning Commission for the City of Haysville, Kansas in conformance with the requirements set forth in the Zoning Regulations of the City of Haysville, Kansas;

WHEREAS, Following the public hearing, the Planning Commission found that the evidence that supported recommending approval of this requested zone change based upon the guidelines set forth in the Zoning Regulations of the City of Haysville, Kansas, which are:

1. The character of the neighborhood,
2. The zoning and uses of properties nearby,
3. The suitability of the subject property for the uses to which it has been restricted,
4. The extent to which removal of the restrictions will detrimentally affect nearby property,
5. The length of time the subject property has remained vacant as zoned,
6. The relative gain to the public health, safety and welfare by the destruction of the value of petitioner’s property as compared to the hardship imposed upon the individual landowners,
7. Recommendations of permanent staff, and
8. Conformance of the requested change to the adopted or recognized master plan being utilized by the City;

WHEREAS, The Planning Commission for the City of Haysville, Kansas recommends approval

of the application by the property owner to change for the tract of land, as described above, from "D" with "P-O 1" and "P-O 2" to "D";

WHEREAS, The Governing Body has reviewed the Planning Commission's findings of fact and the factors upon which their recommendation is based; AND

WHEREAS, the Governing Body has considered the factors set forth in the Zoning Regulations of the City of Haysville, Kansas.

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

SECTION 1. The Governing Body adopts the recommendation of the Haysville Planning Commission and approves the PROPERTY OWNER'S request for rezoning of the tract of land described above, from "D" with "P-O 1" and "P-O 2" to "D".

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Passed by the City Council this ____ day of _____, 2012.

Approved by the Mayor this ____ day of _____, 2012.

MAYOR KEN HAMPTON

ATTEST:

CITY CLERK, Janie Cox

(First published in The Haysville Sun-Times on November 16th, 2012)

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE **11A**, WHICH EXEMPTS THE CITY FROM PORTIONS OF K.S.A. 14-205 AND RELATING TO THE APPOINTMENT OF CERTAIN CITY POSITIONS, THE APPOINTMENT OF NONRESIDENTS TO CITY POSITIONS, AND HEREBY PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT.

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

Section 1: Pursuant to the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, the City of Haysville, Kansas does hereby elect to exempt itself from and make inapplicable to this city K.S.A. 14-205, an Act of the Kansas Legislature that is non-uniform in application, and did make inapplicable to itself K.S.A 14-201 pertaining to terms of appointment for non-elected City officials through Charter Ordinance 11, which was adopted on November 23, 1987, and amended through Charter Ordinances 11A adopted on July 26, 2004, and Charter Ordinance 20, adopted on July 23, 2007.

Section 2: The City of Haysville, Kansas, hereby elects to amend Charter Ordinance 20, regarding the designation of titles of officials and their removal from office for cause, by amending Section 2 of that Charter Ordinance, which amended Section 2 of Charter Ordinance 11A, which amended Section 7 of Charter Ordinance 11. The amended language shall be as follows:

Section 2. The mayor shall appoint city officers, by and with the consent of the city council, including a municipal judge of the municipal court, a chief of police, chief administrative officer, deputy administrative officer, city clerk/treasurer, public works director, city attorney, recreation director, and may appoint law enforcement officers and/or any other officers for the City as deemed necessary. Officers so appointed and confirmed shall hold their offices for a term of one year, provided their work has met the standards and requirements so designated by the mayor, and shall hold their positions until their successors are appointed and qualified, unless removed for cause by action of the city council. The city council may by ordinance abolish any office created by the council whenever deemed expedient except those specifically named herein. The position(s)and/or duties of the city clerk/treasurer shall be those associated by statute with either a city clerk's position or a city treasurer's position as well as duties set forth by City Ordinance or action of the Governing Body.

Section 3. Those sections of Charter Ordinances 11, 11A and 20, not amended by action of this Charter Ordinance shall remain in force and effect in conformance with applicable provisions of such Charter Ordinances and State law.

All parts of regular ordinances in conflict herewith are hereby repealed to that degree that such ordinance(s) may not be construed in conformance with this act of the following terms of construction. All references to the City Clerk as set forth in any regular ordinance shall henceforth be construed to mean the City Clerk/Treasurer or such official's designee. All references to the Director of Governmental Services as set forth in any regular ordinance shall henceforth be construed to mean the Chief Executive Officer or such official's designee.

Section 4. If any phrase, clause, paragraph or section of this Charter Ordinance is declared unconstitutional or invalid by any court of competent jurisdiction, it is hereby declared that the Governing Body would have enacted the remaining portions of this Charter Ordinance without such phrase, clause, paragraph or section so held unconstitutional or invalid.

Section 5. Effective Date. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper, and shall take effect sixty-one days after its final publication, unless a sufficient petition for a referendum is filed in conformance with Article 12, Section 5 of the Constitution of the State of Kansas.

Passed by two-thirds vote of the members elect of the Haysville City Council this ____ day of _____, 2012.

Approved by the Mayor this ____ day of _____, 2012.

MAYOR KEN HAMPTON

ATTEST:

JANIE COX, CITY CLERK

SEAL



901 S. George Washington Blvd.
Wichita, Kansas 67211
316.260.7000 tel
www.cox.com

October 18, 2012

Mr. Will Black
Deputy Administrative Officer
200 W. Grand
Haysville, KS 67060

Dear Mr. Black,

Effective Monday, Nov. 19, Cox Communications will be making the following change to Plus Package pricing:

The \$5 Plus Package fee will apply only to customers who have Cox Whole Home DVR with the Trio Program Guide. All other customers with the Trio Program Guide will no longer have this charge.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at (785) 215-6720 or coleen.jennison@cox.com.

Best Regards,

A handwritten signature in black ink that reads "Coleen Jennison". The signature is fluid and cursive, with the first name being more prominent.

Coleen Jennison
Government Affairs Director
Cox Communications



901 S. George Washington Blvd.
Wichita, Kansas 67211
316.260.7000 tel
www.cox.com

October 24, 2012

Mr. Will Black
Deputy Administrative Officer
200 W. Grand
Haysville, KS 67060

Dear Mr. Black,

On or after Friday, Nov. 30, the following Cox cable channel will officially launch on the Wichita lineup, although it will be available as a Special Preview on or after Tuesday, Oct. 30:

- MeTV (KAKE, Wichita) – channel 669

A subscription to Cox TV Starter and a digital receiver or CableCARD is required for MeTV (KAKE, Wichita).

If you have any questions about any of Cox's service packages, please feel free to contact me at (785) 215-6720 or coleen.jennison@cox.com.

Best Regards,

A handwritten signature in cursive script that reads "Coleen Jennison".

Coleen Jennison
Government Affairs Director
Cox Communications



SEDGWICK COUNTY DEPARTMENT ON AGING

Annette Graham, *Director*

2622 W. Central Ave, Suite 500
Phone: (316) 660-7298

Wichita, Kansas 67203-4974
★ FAX: (316) 660-1936

October 16, 2012

Kim Landers
Haysville Senior Center
120 E. Karla
Haysville, KS 67060

Dear Kim:

I conducted a mill levy program assessment on August 7, 2012. The purpose of the visit was to monitor the Haysville Senior Center that is funded by mill levy dollars.

There were no corrective actions noted. I appreciate everything you are doing for the seniors in your community. If you have any questions, please give me a call at 660-5230.

Sincerely,

A handwritten signature in cursive script that reads "Stacy".

Stacy Nilles
Program Manager



SEDGWICK COUNTY DEPARTMENT ON AGING

Annette Graham, *Director*

2622 W. Central Ave, Suite 500

Wichita, Kansas 67203-4974

Phone: (316) 660-7298 ★ FAX: (316) 660-1936

Kenneth Hampton
City of Haysville
160 E. Karla
Haysville, KS 67060

Dear Mr. Hampton,

A contract for your Haysville Senior Center for FY13 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 16**. When it is signed by the Board of County Commissioners, a fully executed copy will be sent.

We have included an additional objective under Article 2.3, Item B, letter F which reads - 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.

Article 6.3 states - 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.

Article 4.5 states that a certificate of tax clearance must be provided from the State of Kansas certifying that American Red Cross has paid all state taxes. This must be dated no earlier than December 1, 2012 and no later than December 31, 2012.

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, 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, 2013 (the "Effective Date"). This contract terminates on December 31, 2013. Notwithstanding the foregoing, the term of this Contract may continue on a month to month basis for a reasonable time after December 31, 2013 if: (A) both parties mutually agree to continue operating under the terms of this Contract while actively negotiating a contract for 2014; and (B) funds are available for the 2014 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.

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 2013 and January 2014. 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. Contractor agrees to submit to the Sedgwick County Department on Aging a copy of its 501-3(c) 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 501-3(c). 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 501-3(c).
- 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
 - 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 five of the 40 activities must include programs on evidence-based best practice, caregiver, mental health, health promotion/disease prevention 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. A better understanding of Medicare and the changing healthcare choices of those 65 and older have.

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. To educate seniors by offering fifteen educational sessions on computer based Medicare options, verbal educational opportunities and one-on-one counseling in 2013.

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. At least 75% of members surveyed state they feel ample opportunity to learn of their Medicare benefits and the choices they have when choosing their Medicare and drug plans for the year.

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, 2013), the County must be notified by October 15, 2013. At fiscal year end (December 31, 2013) all billing for Mill Levy must be submitted by January 10, 2014. Failure to submit a final billing by January 10, 2014, 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
TOTAL	\$35,000.00

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. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

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 Excluded Parties List System (EPLS) 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 placed on the Excluded Parties List System (EPLS) 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 listed. In the event the Contractor is debarred or suspended under the EPLS, 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 EPLS 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.* and K.A.R. Article 21-80)).

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. Furthermore,
 - (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:

Kenneth Hampton
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 Applicable Law. This Contract shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law provisions.

- 16.3 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.

- 16.4 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.
- 16.5 Attorneys' Fees. In any action or proceeding, arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees.
- 16.6 Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
- 16.7 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.
- 16.8 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.
- 16.9 Phraseology. In this Contract, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
- 16.10 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.
- 16.11 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.
- 16.12 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

Chairman Tim R. Norton, 2nd District

Kenneth Hampton, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Kelly B. Arnold, County Clerk

City Clerk

APPROVED AS TO FORM:

Bill Raymond
Assistant County Counselor

PROJECT NO. 87 N-0574-01
STP-N057(401)
GRADING, SURFACING, SEEDING
CITY OF HAYSVILLE, KANSAS

A G R E E M E N T

PARTIES: **MICHAEL S. KING, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

The City of Haysville, Kansas, hereinafter referred to as the “City,”

Collectively referred to as the “Parties.”

PURPOSE: The Secretary has authorized a Non-National Highway System city street project, hereinafter referred to as the “Project.” The City has requested the Project. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds. The Secretary and the City desire to construct the Project on East Grande Drive in the City. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

PROJECT: The Secretary and the City desire to enter into this Agreement for the construction of the Project, which is described as follows:

Grading, Surfacing, and Seeding on East Grand Avenue (71st St. South) from South Main Street to Broadway (US-81).

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT and as required by Federal Highway Administration directives such the City may obtain participation of federal funds in the cost of the Project.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the City. The Secretary further agrees, as

agent for the City, to administer the construction of the Project in accordance with the final design plans, as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor, including the portion of the cost borne by the City.

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

4. To be responsible for eighty percent (80%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$1,360,652.00 for the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$1,700,815.00 for the Project. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

5. After receipt of the Federal Highway Administration acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE II

THE CITY AGREES:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

3. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current

version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 3 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

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

5. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological

investigations or studies for the Project. Any review of these items may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

6. To authorize a duly appointed representative of the City to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements, and access rights shown on the final design plans in accordance with the schedule established by KDOT. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such rights of way, easements, and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements and temporary easements.

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

9. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief

Counsel of KDOT and as required by Federal Highway Administration directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. If federal funds are used in the acquisition of rights of way, any disposal of or change in the use of rights of way or in access after Project construction will require prior written approval by the Secretary.

11. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements.

12. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the City except as provided by state and federal laws.

13. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The City further agrees to certify to the Secretary on forms supplied by the Secretary all utilities required to be moved prior to construction have either been moved or a date provided by the City as to when, prior to construction, they will be moved. The City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order that the contractor shall not be delayed in construction of the Project. The City will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

14. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

15. To certify to the Secretary all privately owned utilities occupying public rights of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

16. To provide the construction inspection in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City forces or the consultant. The Secretary does not undertake for the benefit of the City, the contractor, the consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

17. To deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the letting date.

18. To be responsible for twenty percent (20%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$1,700,815.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$1,700,815.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

19. If any payment is due to the Secretary, such payment be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. It is the policy of the Secretary to make any final payments to the City for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single Audit Report available and a desk review of the claim

by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

21. If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

22. The City agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

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

24. To initiate and proceed with diligence to remove or require the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures, or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

25. To adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

26. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements, and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements, and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The City will investigate any and all hazardous waste

sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend, and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

The City, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the City.

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

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and city and county standards where the hazardous waste site is located.

27. To control parking of vehicles on the city street throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

28. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and

shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the Federal Highway Administration.

29. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

30. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

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

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the City's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the City of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting in his or her own behalf and on the behalf of the Federal Highway Administration, the total cost of these items will be paid by the City.

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Federal Highway Administration.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF HAYSVILLE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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



CITY OF HAYSVILLE, KANSAS

401 S. Jane-P.O. Box 404-Haysville, Kansas 67060

(316) 529-5940~Fax (316) 529-5945

www.haysville-ks.com

TO: The Honorable Mayor, Kenneth Hampton
Haysville City Councilmembers

FROM: Randal Dorner
City of Haysville

DATE: November 8, 2012

RE: Tires/120G Cat Road Grader

We have accepted proposals from the following to replace all six (6) tires on the 120G Cat Loader. The tires currently on the Cat Road Grader have been in place since December 31st, 2002. They have been used for 2047 tachometer hours and have a current tread depth of 3/32 – the proposed tire tread depth is 34/32. The proposals are as follows:

Instant Tire Service	\$6,461.86
Becker Tire of Wichita	\$8,168.44
Shamrock Tire	\$8,646.54
Internet Search/Landmax International (Tires only)	\$6,966.00

We are asking authorization to purchase the tires from Instant Tire Service, installation included, for a total price of \$6,461.86.

Randal Dorner
City of Haysville
Assistant Public Works Director



Pool

Advance Crossing Sign

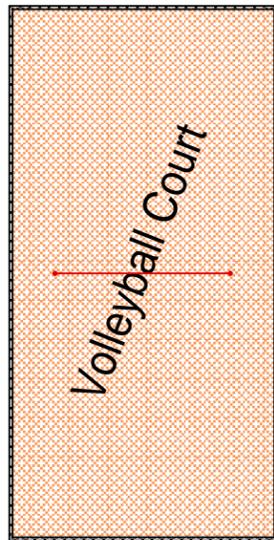
No Parking Signs

Cedar Trees

Install ADA Wheel Chair Ramp

Pedestrian Crossing Signs

Haysville Health Care Center
215 N. Lamar

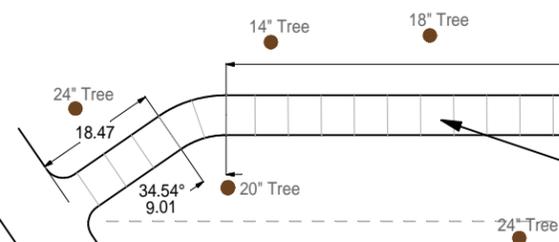


CLINTON

Proposed Crosswalk

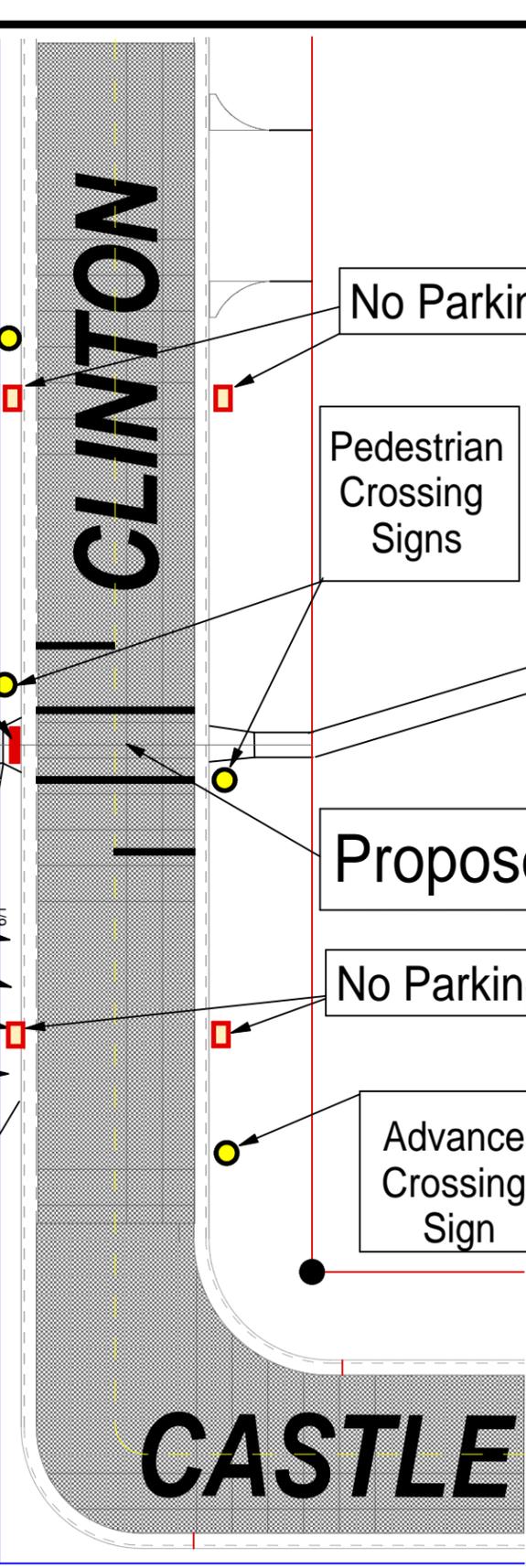
No Parking Signs

Advance Crossing Sign



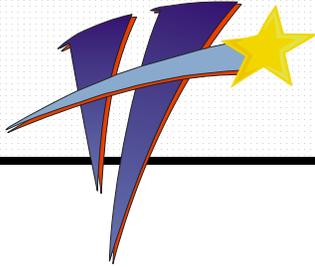
Install 280' of 6' Walk

60' Easement



CASTLE

 CITY OF HAYSVILLE
CLINTON STREET SIDEWALK
 Haysville, KS 67060 (316) 529 5940
 SCALE 1" = n/a DWN BY: RLD
 DATE 11/09/12 11:07 CHK: RLD 1



DATE
11/8/2012

City of Haysville
Clinton to Hike Bike
Estimate

PROPOSED COST

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ESTIMATE	
				UNIT PRICE	COST
1.	4" Side walk	1686.0	SF	\$3.50	\$5,901.00
2.	Wheelchair Ramp	1.0	LS	\$700.00	\$700.00
3.	Dirt work	91.0	CY	\$10.00	\$910.00
4.	Sod	179.0	SY	\$5.00	\$895.00
5.	Signs	8.0	EA	\$200.00	\$1,600.00
6.	Paint	2.0	GA	\$25.00	\$50.00
Total					\$10,056.00

TRAFFIC SPEED STUDY

SOUTH MAIN STREET from E. Grand Ave. to Spencer Dr. Haysville, Kansas

NOVEMBER 8, 2012

This report prepared by:

Scott Canfield, P.E., PTOE



Professional Engineering Consultants, P.A.
303 South Topeka Wichita, KS 67202
316-262-2691 www.pec1.com

PEC Project #12597

PROJECT DESCRIPTION

The study location is in Haysville, Kansas on Main St. south of Grand Avenue. The intent of the study was to determine if the posted speed limit is appropriate. Professional Engineering Consultants, P.A. (PEC) has completed traffic analysis and evaluated the vehicle speed characteristics along this corridor under prevailing traffic conditions.

EXISTING ROADWAY CHARACTERISTICS

Main Street is classified as a minor arterial for the 1-mile long segment between Grand Avenue (71st Street South) and 79th Street South. The roadway can be divided into two distinct roadway types – an urban cross-section and a rural cross-section.

The northern 3/8-mile segment is the portion containing the observation site (see **Figure 1 – Study Site Conditions**). This is a two-lane urban cross-section with curb-and-gutter, and is marked to provide one lane in both the northbound and southbound directions. At the intersection with Grand Avenue, Main Street widens to accommodate a left-turn lane. There is a 6-foot wide sidewalk on both sides of Main Street from Grand Avenue to approximately 750 feet south. At this location, there is a signalized mid-block pedestrian crosswalk. South of the pedestrian crosswalk, the sidewalk continues only on the east side of Main Street to the end of the urban section. The posted speed limit on this segment is 35 mph. The pavement is marked as a “no-passing” zone and on-street parking is prohibited (see **Photo 1 – View of Main St.**)

The southern 5/8-mile segment is a two-lane rural cross-section with ditches, and is also marked to provide one lane in both the northbound and southbound directions. This segment is called Seneca Street. The posted speed limit is 30 mph for approximately 1/4 mile at the north end and the pavement is marked as a “no-passing” zone. The posted speed limit is 40 mph for the remaining 3/8 mile at the south end, and the pavement is marked as a two-way passing zone.

The intersection of Main Street with Grand Avenue is a stop controlled intersection, with traffic movements on Main Street stopping for Grand Avenue. Similarly, the intersection of Seneca Street with 79th Street South is a stop controlled intersection, with traffic movements on Seneca Street stopping for 79th Street South.

There are four side streets that intersect the Main Street/Seneca Street roadway. Each of these is a stop controlled intersection, with traffic movements on the side street stopping for Main Street/Seneca Street with no type of sight obstruction. In addition, there are fifteen private driveways providing direct access from adjacent properties onto Main Street/Seneca Street.

**FIGURE 1
STUDY SITE CONDITIONS**





Photo 1
View of Main Street

Within the urban section, the properties along the west side of Main Street are zoned as Light Industrial ("F") and include one building near the intersection of Main Street with Spencer Drive, and WW Hays Village Park with a plaza area near the intersection with Hays Avenue. The plaza area is used for weekend farmer's markets and seasonal festivals. The properties along the east side of Main Street are zoned as Light Commercial ("D") and include historic buildings, a Masonic Lodge, and some storage units.

Within the rural section, a majority of the property is not currently zoned, and there is a section along the east side of Main Street zoned as Single Family Residential ("A")

DATA COLLECTION METHOD

The most widely accepted method of establishing a speed limit is to set the limit at the speed which 85 percent of the free-flowing traffic is travelling at or below. This practice for setting speed limits is in accordance with the Manual on Uniform Traffic Control Devices, the Federal Highway Administration, and the Kansas Department of Transportation. This standard was established based on extensive research indicating that the 85th-percentile speed is the point where crash involvement is the lowest. Therefore, this reflects a safe speed as determined by a majority of vehicles. Reducing the speed limit below what is warranted can actually be detrimental to safety.

However, there are some circumstances when a posted limit under the 85th-percentile may be justified. Specifically, engineering judgment may be exercised to mitigate other environmental factors. When establishing speed limits, a traffic engineer may give consideration to the following:

- Crash experience
- Roadway geometrics
- Pedestrian activity
- On-street parking
- Adjacent development

Due to the City's concerns with speeding within the urban section of Main Street, the existing traffic conditions were observed near the location of the pedestrian signal crossing, approximately 750 feet south of the intersection with Grand Avenue. The speed data was collected on Tuesday, October 16, 2012 from 8:00 am to 11:30 am, using a hand-held radar unit. The data collected during this period was from random, free-flowing vehicles with a focus on keeping a 50/50 balance between northbound and southbound vehicles.

In order to gather unbiased and precise spot speeds at this location, efforts were taken to gather the data without influencing traffic. The radar equipment was concealed from drivers



Photo 2
View of Main St. curves

along Main Street and the observer remained as inconspicuous as possible. The observer parked in the parking lot on the west side of Main Street and was stationed on the west side of the building with the radar unit located on the dashboard of the observer's vehicle. This location allowed the observer to target vehicles travelling on Main Street in a direct line with the radar unit, which ensured an accurate measured speed.

ANALYSIS AND RECOMMENDATIONS

During the study period, vehicle speeds were collected from 115 vehicles (see *Table 1 – Speed Analysis Data*) for the complete traffic data analysis. The existing traffic speeds at this location averaged 33.2 mph with an 85th-percentile speed of 36.3 mph. The 10-mph pace speed represents the highest percentage of vehicles traveling in a 10-mph speed range, and 96 vehicles (83.5%) were within the 29 to 38 mph range. A total of nine vehicles (7.8%) were travelling at a speed exceeding the 10-mph pace speed.

With over 80% of the vehicles within the 10-mph pace speed, the recorded speeds along this segment are fairly uniform. With an observed 85th-percentile speed of 36.3 mph, retaining the posted speed limit of 35 mph would be recommended. There are not a significant number for driveways or side-streets to warrant a reduction to the speed limit. Similarly, the frequency and size of the events held in the park plaza area would not warrant a reduction to the speed limit.

The design speed of the reserve curves at the north end of Main Street approaching Grand Avenue is 30 mph. (see *Photo 2 – View of Main St. curves*) Since the design speed is 5 mph less than the speed limit, it would be recommended to install a "Reverse Curve" (W1-4R) warning sign with an "Advisory Speed" (W13-1) plaque 100-125 feet in advance of the first curve. The recommended size of these signs would be 30"x30" and 24"x18", respectively.

**FIGURE 2
SIGNAGE RECOMMENDATIONS**



Furthermore, due to the change in road alignment with the reverse curves approaching Grand Avenue, it would also be recommended to install a "Stop Ahead" (W3-1) warning sign for northbound traffic 150-175 feet in advance of the intersection. The recommended size of this sign would be 30"x30".

Figure 2 – Signage Recommendations illustrates the recommended signs described above and their approximate locations.

Table 1 - SPEED ANALYSIS DATA

CITY: Haysville, Kansas COUNTY: Sedgwick
 LOCATION: S. Main St. - Grand Ave. (71st St. S) to Spencer Dr.
 SPEED LIMIT (POSTED): 35 MPH
 RECORDER: S. Canfield

DATE: Oct 16, 2012
 DIRECTION: NB/SB
 TIME START: 8:00 AM
 TIME END: 11:30 AM

SPEED (MPH)	FREQUENCY of VEHICLES	CUMULATIVE	
		FREQUENCY	%
20	0	0	0.0
21	0	0	0.0
22	0	0	0.0
23	0	0	0.0
24	0	0	0.0
25	0	0	0.0
26	2	2	1.7
27	4	6	5.2
28	4	10	8.7
29	7	17	14.8
30	12	29	25.2
31	12	41	35.7
32	13	54	47.0
33	11	65	56.5
34	11	76	66.1
35	9	85	73.9
36	11	96	83.5
37	6	102	88.7
38	4	106	92.2
39	3	109	94.8
40	3	112	97.4
41	1	113	98.3
42	0	113	98.3
43	0	113	98.3
44	1	114	99.1
45	0	114	99.1
46	0	114	99.1
47	0	114	99.1
48	0	114	99.1
49	1	115	100.0
50	0	115	100.0

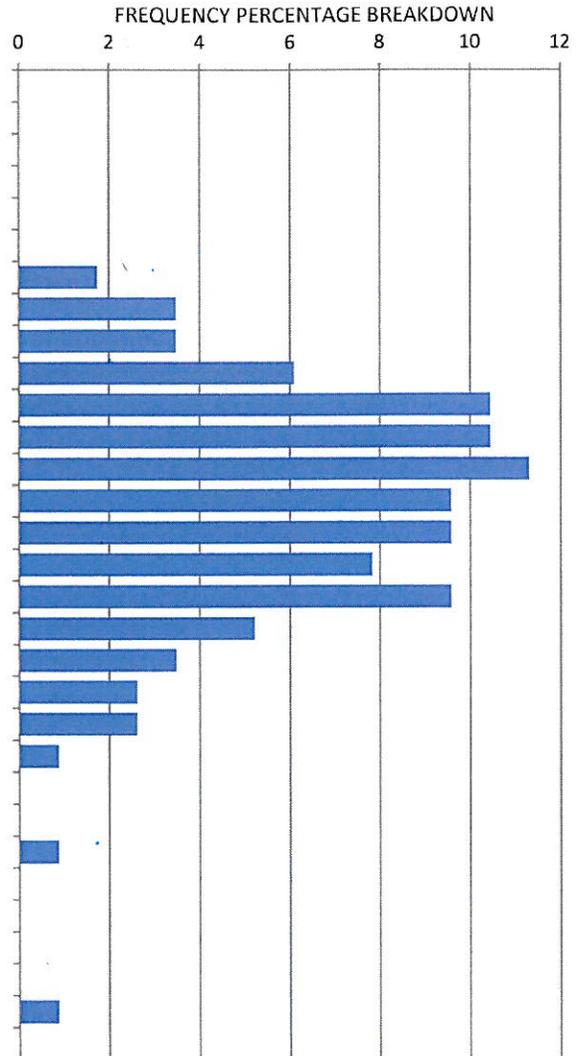
10-mph Pace Speed

50th %

85th %

90th %

95th %



SPEEDS (in MPH)			
Average =	33.2	10-mph Pace Speed =	29 - 38
50th % =	32.3	Vehicles in Pace =	96
85th % =	36.3	% in Pace =	83.5
90th % =	37.4	% Below Pace =	8.7
95th % =	39.1	% Above Pace =	7.8

T:\2012\12597\Traffic Data\Spot Speed Data.xlsx

VENDOR NO NAME	PAYMENT AMT
10 A & E ANALYTICAL	1,105.00
195 A-FORD-ABLE	293.44
290 AMERI-GRAPHICS SPECIAL T	356.10
368 ANDALE FARMER'S CO-	7,742.57
450 APAC KANSAS INC	325.43
490 A T & T	2,068.88
774 BIG A WHOLESALE ELECTRIC	21.00
844 BROOKS JIM	35.00
930 BUSINESS PROTECTION EQUIP	479.00
996 CAPITAL ONE BANK N A	1,065.99
1155 CINTAS CORPORATION	309.08
1175 DERBY CITY OF	30,000.00
1319 COUNTRY BOYS CARRIAGE &	400.00
1325 COX COMMUNICATIONS	774.99
1386 CROWN CARRIAGE COMPANY	225.00
1400 CUMMINS CNTRL POWER	2,541.85
1487 DATA TECHNOLOGIES INC	15,665.42
1593 DONOVAN AUTO & TRUCK CTR	157.94
1781 EXPRESS SERVICES INC	4,429.71
1816 FAMILY MEDCENTERS PA	168.93
1825 FASTENAL COMPANY	13.18
1860 FERGUSON ENTERPRISES INC	640.44
1892 FISHNET SECURITY	152.52
2150 GRAINGER	39.35
2168 GRAYBAR	594.46

VENDOR NO NAME	PAYMENT AMT
2183 GREEN BILL	35.00
2224 H AND H LAWN CARE EQUIPMEN	72.90
2261 HARPER DAVE	35.00
2300 HAYSVILLE COMM LIBRARY	5,004.29
2330 HAYSVILLE HEALTH MART	9.00
2345 HAYSVILLE RENTAL CENTER	669.96
2360 HAYSVILLE SUN TIMES	531.00
2367 HAYSVILLE TRUE VALUE	408.21
2498 HOMELAND	100.00
2583 HURTIG BECKY	250.00
2743 INTRUST	35.00
2770 J D'S GRAPHICS	66.60
2820 JJS TECHNICAL SERVICES	137.00
2835 JOJAC'S LANDSCAPE &	273.00
2838 JOLIVET ROY	35.00
2844 JOHN DEERE FINANCIAL	267.90
2874 K & A PROPERTY MAINT	630.00
3150 KDOR WATER SALES TAX	691.51
3265 KANSAS GOLF AND TURF	320.00
3295 KANSAS ONE-CALL SYSTEM IN	173.60
3330 KRWA	90.00
3350 KANSAS STATE TREASURER	2,962.50
3440 KEY EQUIPMENT & SUPPLY CO	41.57
3502 KONICA MINOLTA PREMIERE	343.75
3691 LEWIS-GOETZ & COMPANY	63.49

VENDOR NO NAME	PAYMENT AMT
3770 LOWE'S BUSINESS ACCOUNT	170.94
3850 MASTER METER INC	2,550.00
3880 MAYER SPECIALTY SERVICES	1,301.43
3906 MCCONNELL & ASSOCIATES	75.00
3980 MICRO-COMM INC	5,824.10
4010 MID-CONTINENT SAFETY	187.00
4048 MIDWEST SINGLE SOURCE INC	563.25
4055 MIDWEST TRUCK EQUIPMENT I	273.60
4200 MURDOCK COMPANIES INC	109.10
4348 NEW MEDICAL HEALTH CARE	95.00
4396 O'REILLY AUTOMOTIVE INC	14.98
4400 OVERHEAD DOOR COMPANY	226.67
4406 PACE ANALYTICAL SERVICES	224.00
4465 PAVING MAINT SUPPLY	399.00
4505 PEPSI-COLA	252.40
4520 PETTY CASH	1,673.65
4642 POSITIVE PROMOTIONS INC	691.95
4708 PRICHARD ANIMAL HOSPITAL	36.39
4750 PROFESSIONAL ENGINEERING	90,539.65
4780 PRO-KEM SUPPLIES INC	88.00
4860 QUILL CORPORATION	34.56
5056 RINEHART SEAN	35.00
5119 ROEHR SAFETY PRODUCTS	764.60
5173 S & S EQUIPMENT COMPANY	176.39
5231 SAM'S CLUB	865.04

VENDOR NO	NAME	PAYMENT AMT
5320	SECURITY 1ST TITLE	3,740.00
5335	SEDG CTY FIN-JAIL FEES	6,198.94
5345	SEDG CTY CODE ENFORCE	1,914.50
5429	SHERWIN-WILLIAMS AUTO	420.75
5430	SHERWIN-WILLIAMS COMPANY	53.29
5537	SOUTH CENTRAL KS CT	660.00
5690	STAR ELECTRIC SUPPLY INC	293.12
5770	SUPERIOR COMP SUPPLY INC	217.74
5784	SWART KENNETH	35.00
5885	TERMINIX PROCESSING CENTE	301.00
5938	TRAFFIC CONTROL SERV	500.00
5940	TRUCK PARTS & EQUIPMENT	49.14
6178	VALLEY FEED & SEED INC	344.75
6355	WATCHGUARD VIDEO	53.00
6380	WEISER LAW OFFICE	75.00
6407	WESTAR ENERGY	24,813.53
6472	WICHITA AIR FILTER SUPPLY	251.88
6600	WICHITA STAMP & SEAL INC	8.50
6624	CITY OF WICHITA	160.00
REPORT TOTAL		230,113.40

FUND	NAME	TOTAL
01	GENERAL FU	53,304.90
10	SEWER FUND	28,110.95
11	WATER FUND	8,205.79
12	MUNICIPAL	232.42
14	STORMWATER	9.22
21	STREET FUN	2,781.42
24	LAW ENFORC	257.22

VENDOR NO	NAME	PAYMENT AMT
25	LIBRARY FU	5,004.29
28	SPECIAL AL	691.95
30	RECREATION	6,400.31
32	HAYSVILLE	437.29
33	FEDERAL LA	30,000.00
36	CAPITAL IM	93,740.00
51	SPECIAL PA	597.99
94	TN 2012 CO	339.65
		=====
	TOTAL	230,113.40

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

INTRUST GENERAL FUND													
2498 HOMELAND													
PO 11611	1	I	11/14/2012	11/08/2012	S EVANS CASE #2011/319	100.00		100.00	100.00	01			1
								01-00-5059	GENERAL MUN COURT RESTITUTION				
					** VENDOR TOTALS *	100.00		100.00	100.00				
4520 PETTY CASH													
PO 11630	18	I	11/14/2012	11/09/2012	REIMBURSE FUND	200.00		200.00	200.00	01			1
								01-00-5016	GENERAL BUILDING RENTAL FEES				
					** VENDOR TOTALS *	200.00		200.00	200.00				
5345 SEDGWICK COUNTY													
OCT 2012	1	I	11/14/2012	11/09/2012	INSPECTION RECEIPTS OCT	1914.50		1914.50	1914.50	01			1
								01-00-5008	GENERAL PERMITS				
					** VENDOR TOTALS *	1914.50		1914.50	1914.50				
					REVENUE FUNDS	2214.50		2214.50	2214.50				
490 A T & T													
OCT 2012	1	I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	188.08		188.08	188.08	01			1
								01-01-2002	CITY CLERK TELEPHONE				
					** VENDOR TOTALS *	188.08		188.08	188.08				
930 BUSINESS PROTECTION EQUIP CORP													
25793	1	I	11/14/2012	11/12/2012	ANNUAL CONTRACT ON BURS	229.50		229.50	229.50	01			1
								01-01-2004	CITY CLERK OFFICE EXPENSE				
					** VENDOR TOTALS *	229.50		229.50	229.50				
1325 COX COMMUNICATIONS													
NOV 2012	4	I	11/14/2012	11/06/2012	CITY/PD/CT DATA SERVICE	45.00		45.00	45.00	01			1
								01-01-2002	CITY CLERK TELEPHONE				
					** VENDOR TOTALS *	45.00		45.00	45.00				
2360 HAYSVILLE SUN-TIMES													
OCT 2012	4	I	11/14/2012	11/06/2012	OCT 19 RES 12-08	99.00		99.00	99.00	01			1
								01-01-2014	CITY CLERK LEGAL PRINTING				
	5	I			OCT 19 TREASURER'S REPO	198.00		198.00	198.00	01			1
								01-01-2014	CITY CLERK LEGAL PRINTING				
					* INVOICE TOTALS	297.00		297.00	297.00				
					** VENDOR TOTALS *	297.00		297.00	297.00				
2743 INTRUST BANK NA													
2013 RENT	1	I	11/14/2012	11/06/2012	ANNUAL SAFETY DEPOSIT B	35.00		35.00	35.00	01			1
								01-01-2012	CITY CLERK MISCELLANEOUS				
					** VENDOR TOTALS *	35.00		35.00	35.00				
4520 PETTY CASH													
PO 11630	1	I	11/14/2012	11/09/2012	REIMBURSE FUND	6.00		6.00	6.00	01			1
								01-01-2015	CITY CLERK TRG/EDUC/TRAVEL				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					6.00		6.00		6.00				
CITY CLERK					800.58		800.58		800.58				
368 ANDALE FARMER'S CO-OP													
41413	1 I	11/14/2012	10/22/2012	UNLEADED GASOLINE 1447	4651.24		4651.24		4651.24	01			1
								01-02-2010	POLICE GASOLINE & OIL				
** VENDOR TOTALS *					4651.24		4651.24		4651.24				
490 A T & T													
OCT 2012	2 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	611.26		611.26		611.26	01			1
								01-02-2002	POLICE TELEPHONE				
** VENDOR TOTALS *					611.26		611.26		611.26				
930 BUSINESS PROTECTION EQUIP CORP													
25693	1 I	11/14/2012	9/25/2012	SHREDDER MAINT CONTRACT	249.50		249.50		249.50	01			1
								01-02-2040	POLICE CONTRACTUAL				
** VENDOR TOTALS *					249.50		249.50		249.50				
1325 COX COMMUNICATIONS													
NOV 2012	5 I	11/14/2012	11/06/2012	CITY/PD/CT DATA SERVICE	142.00		142.00		142.00	01			1
								01-02-2002	POLICE TELEPHONE				
** VENDOR TOTALS *					142.00		142.00		142.00				
1892 FISHNET SECURITY INC													
68370	1 I	11/14/2012	10/29/2012	KEY FOB TOKENS 3EA	152.52		152.52		152.52	01			1
								01-02-2040	POLICE CONTRACTUAL				
** VENDOR TOTALS *					152.52		152.52		152.52				
2367 HAYSVILLE TRUE VALUE													
OCT 2012	9 I	11/14/2012	11/08/2012	MONTHLY HARDWARE SUPPLI	3.59		3.59		3.59	01			1
								01-02-2035	POLICE VEHICLE MAINTENANCE				
** VENDOR TOTALS *					3.59		3.59		3.59				
2770 J D'S GRAPHICS													
3015	1 I	11/14/2012	10/24/2012	DOG LICENCE RECEIPTS 10	66.60		66.60		66.60	01			1
								01-02-2013	POLICE ANIMAL CONTROL				
** VENDOR TOTALS *					66.60		66.60		66.60				
3265 KANSAS GOLF AND TURF INC													
01-21638	1 I	11/14/2012	10/22/2012	EZGO RENTAL 4EA 2DAYS	320.00		320.00		320.00	01			1
								01-02-2047	POLICE SPECIAL INVESTIGATIONS				
** VENDOR TOTALS *					320.00		320.00		320.00				
4520 PETTY CASH													
PO 11630	2 I	11/14/2012	11/09/2012	REIMBURSE FUND	90.93		90.93		90.93	01			1
								01-02-2015	POLICE TRAINING/EDUC/TRAVEL				
	3 I			REIMBURSE FUND	67.00		67.00		67.00	01			1
								01-02-2006	POLICE EQUIPMENT MAINTENANCE				
	4 I			REIMBURSE FUND	77.08		77.08		77.08	01			1
								01-02-2012	POLICE MISCELLANEOUS				
* INVOICE TOTALS					235.01		235.01		235.01				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					235.01		235.01		235.01				
4708 PRICHARD ANIMAL HOSPITAL PA													
211472	1 I	11/14/2012	10/22/2012	35# DOG FOOD (ROX)	36.39		36.39		36.39	01			1
								01-02-2047	POLICE SPECIAL INVESTIGATIONS				
** VENDOR TOTALS *					36.39		36.39		36.39				
4780 PRO-KEM SUPPLIES INC													
7247	1 I	11/14/2012	10/20/2012	PULSE SERVICE PD OFFICE	40.00		40.00		40.00	01			1
								01-02-2004	POLICE OFFICE EXPENSE				
** VENDOR TOTALS *					40.00		40.00		40.00				
4860 QUILL CORPORATION													
6510492	1 I	11/14/2012	10/15/2012	SHARPIE CD/DVD MARKERS	34.56		34.56		34.56	01			1
								01-02-2005	POLICE RECORDING SUPPLIES				
** VENDOR TOTALS *					34.56		34.56		34.56				
5119 ED ROEHR SAFETY PRODUCTS													
375836	1 I	11/14/2012	10/16/2012	AIR CARTRIDGE 25' 30EA	748.50		748.50		748.50	01			1
								01-02-2015	POLICE TRAINING/EDUC/TRAVEL				
	2 I			FREIGHT	16.10		16.10		16.10	01			1
								01-02-2015	POLICE TRAINING/EDUC/TRAVEL				
* INVOICE TOTALS					764.60		764.60		764.60				
** VENDOR TOTALS *					764.60		764.60		764.60				
5938 TRAFFIC CONTROL SERVICES INC													
12255	1 I	11/14/2012	10/22/2012	RENTAL 10/19 TO 10/22	500.00		500.00		500.00	01			1
								01-02-2047	POLICE SPECIAL INVESTIGATIONS				
** VENDOR TOTALS *					500.00		500.00		500.00				
6355 WATCHGUARD VIDEO													
18662	1 I	11/14/2012	10/02/2012	WIRELESS MICROPHONE ANT	45.00		45.00		45.00	01			1
								01-02-2006	POLICE EQUIPMENT MAINTENANCE				
	2 I			FREIGHT	8.00		8.00		8.00	01			1
								01-02-2006	POLICE EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					53.00		53.00		53.00				
** VENDOR TOTALS *					53.00		53.00		53.00				
6407 WESTAR ENERGY													
OCT 2012	1 I	11/14/2012	11/09/2012	MONTHLY ELECTRIC UTILIT	60.39		60.39		60.39	01			1
								01-02-2013	POLICE ANIMAL CONTROL				
** VENDOR TOTALS *					60.39		60.39		60.39				
POLICE					7920.66		7920.66		7920.66				
490 A T & T													
OCT 2012	5 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	18.81		18.81		18.81	01			1
								01-03-2002	PARK TELEPHONE				
** VENDOR TOTALS *					18.81		18.81		18.81				

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

996 CAPITAL ONE BANK N A													
OCT 2012	12	I	11/14/2012	11/08/2012	LOWES	33.99		33.99	33.99	01			1
								01-03-2009	PARK MATERIALS				
					** VENDOR TOTALS *	33.99		33.99	33.99				
1155 CINTAS CORPORATION #451													
PO 11603	4	I	11/14/2012	11/08/2012	UNIFORM CLEAN & RENT	36.46		36.46	36.46	01			1
								01-03-2012	PARK MISCELLANEOUS				
					** VENDOR TOTALS *	36.46		36.46	36.46				
1325 COX COMMUNICATIONS													
NOV 2012	12	I	11/14/2012	11/06/2012	PUBLIC WORKS DATA SERVI	31.80		31.80	31.80	01			1
								01-03-2002	PARK TELEPHONE				
					** VENDOR TOTALS *	31.80		31.80	31.80				
1781 EXPRESS SERVICES INC													
11649539-1	2	I	11/14/2012	10/16/2012	C FLOWERS 4HRS	48.64		48.64	48.64	01			1
								01-03-2040	PARK CONTRACTUAL				
	3	I			K LYONS 30.05HRS	365.41		365.41	365.41	01			1
								01-03-2040	PARK CONTRACTUAL				
	4	I			M MCGREW 33.42HRS	406.39		406.39	406.39	01			1
								01-03-2040	PARK CONTRACTUAL				
					* INVOICE TOTALS	820.44		820.44	820.44				
11678412-5	2	I	11/14/2012	10/23/2012	K LYONS 38.70HRS	470.59		470.59	470.59	01			1
								01-03-2040	PARK CONTRACTUAL				
	3	I			M MCGREW 51.23HRS	691.24		691.24	691.24	01			1
								01-03-2040	PARK CONTRACTUAL				
					* INVOICE TOTALS	1161.83		1161.83	1161.83				
11708511-8	2	I	11/14/2012	10/30/2012	K LYONS 31.96HRS	388.63		388.63	388.63	01			1
								01-03-2040	PARK CONTRACTUAL				
	3	I			M MCGREW 28.82HRS	350.45		350.45	350.45	01			1
								01-03-2040	PARK CONTRACTUAL				
					* INVOICE TOTALS	739.08		739.08	739.08				
					** VENDOR TOTALS *	2721.35		2721.35	2721.35				
2224 H AND H LAWN CARE EQUIPMENT													
49433	1	I	11/14/2012	8/27/2012	3LB TRIMMER LINE	41.95		41.95	41.95	01			1
								01-03-2006	PARK EQUIPMENT MAINTENANCE				
51091	1	I	11/14/2012	1/05/2012	1GAL 2 STROKE OIL MIX	30.95		30.95	30.95	01			1
								01-03-2006	PARK EQUIPMENT MAINTENANCE				
					** VENDOR TOTALS *	72.90		72.90	72.90				
2345 HAYSVILLE RENTAL CENTER													
10548	1	I	11/14/2012	10/12/2012	POLE SAW	159.99		159.99	159.99	01			1
								01-03-2009	PARK MATERIALS				
					** VENDOR TOTALS *	159.99		159.99	159.99				
2367 HAYSVILLE TRUE VALUE													
OCT 2012	2	I	11/14/2012	11/08/2012	MONTHLY HARDWARE SUPPLI	190.37		190.37	190.37	01			1
								01-03-2009	PARK MATERIALS				
	7	I			MONTHLY HARDWARE SUPPLI	41.28		41.28	41.28	01			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
					01-03-2006		PARK EQUIPMENT MAINTENANCE						
* INVOICE TOTALS					231.65		231.65		231.65				
** VENDOR TOTALS *					231.65		231.65		231.65				
2844 JOHN DEERE FINANCIAL													
662799	1	I	11/14/2012	9/28/2012	OIL FILTERS & SPARK PLU	128.24		128.24	128.24	01			1
					01-03-2006		PARK EQUIPMENT MAINTENANCE						
665480	1	I	11/14/2012	10/03/2012	GUARD 797 MOWER	80.04		80.04	80.04	01			1
					01-03-2006		PARK EQUIPMENT MAINTENANCE						
669412	1	I	11/14/2012	10/11/2012	SWITCH 797 MOWER	31.25		31.25	31.25	01			1
					01-03-2006		PARK EQUIPMENT MAINTENANCE						
** VENDOR TOTALS *					239.53		239.53		239.53				
5940 TRUCK PARTS & EQUIPMENT INC													
1097105	1	I	11/14/2012	10/29/2012	LH LED STT LAMP	49.14		49.14	49.14	01			1
					01-03-2006		PARK EQUIPMENT MAINTENANCE						
** VENDOR TOTALS *					49.14		49.14		49.14				
6407 WESTAR ENERGY													
OCT 2012	2	I	11/14/2012	11/09/2012	MONTHLY ELECTRIC UTILIT	1039.82		1039.82	1039.82	01			1
					01-03-2003		PARK UTILITIES						
** VENDOR TOTALS *					1039.82		1039.82		1039.82				
PARK					4635.44		4635.44		4635.44				
490 A T & T													
OCT 2012	6	I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	18.81		18.81	18.81	01			1
					01-04-2002		PL COMM TELEPHONE						
** VENDOR TOTALS *					18.81		18.81		18.81				
1325 COX COMMUNICATIONS													
NOV 2012	6	I	11/14/2012	11/06/2012	CITY/PD/CT DATA SERVICE	4.70		4.70	4.70	01			1
					01-04-2002		PL COMM TELEPHONE						
** VENDOR TOTALS *					4.70		4.70		4.70				
2360 HAYSVILLE SUN-TIMES													
OCT 2012	1	I	11/14/2012	11/06/2012	OCT 5, PUBLIC HEARING N	42.00		42.00	42.00	01			1
					01-04-2014		PL COMM LEGAL PRINTING						
	6	I			OCT 19 PUBLIC NOTICE	36.00		36.00	36.00	01			1
					01-04-2014		PL COMM LEGAL PRINTING						
	7	I			OCT 26 PUBLIC HEARING N	60.00		60.00	60.00	01			1
					01-04-2014		PL COMM LEGAL PRINTING						
* INVOICE TOTALS					138.00		138.00		138.00				
** VENDOR TOTALS *					138.00		138.00		138.00				
4520 PETTY CASH													
PO 11630	5	I	11/14/2012	11/09/2012	REIMBURSE FUND	6.00		6.00	6.00	01			1
					01-04-2012		PL COMM MISCELLANEOUS						
** VENDOR TOTALS *					6.00		6.00		6.00				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
				PLANNING COMMISSI	167.51		167.51		167.51				
				490 A T & T									
OCT 2012	3 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	141.06		141.06		141.06	01			1
								01-06-2002	MUN COURT TELEPHONE				
				** VENDOR TOTALS *	141.06		141.06		141.06				
				1325 COX COMMUNICATIONS									
NOV 2012	7 I	11/14/2012	11/06/2012	CITY/PD/CT DATA SERVICE	10.90		10.90		10.90	01			1
								01-06-2002	MUN COURT TELEPHONE				
				** VENDOR TOTALS *	10.90		10.90		10.90				
				2583 BECKY C HURTIG									
PO 11612	1 I	11/14/2012	11/08/2012	WHEELOCK 2011/3112 2012	250.00		250.00		250.00	01			1
								01-06-2037	MUN COURT CT APPOINTED ATTY				
				** VENDOR TOTALS *	250.00		250.00		250.00				
				3350 KANSAS STATE TREASURER									
OCT 2012	1 I	11/14/2012	11/06/2012	REINSTATEMENT FEES	971.00		971.00		971.00	01			1
								01-06-2060	MUN COURT REINSTATEMENT FEES				
	2 I			JUDICIAL BRANCH SURCHAR	374.00		374.00		374.00	01			1
								01-06-2060	MUN COURT REINSTATEMENT FEES				
	3 I			JUDICIAL BRANCH ED FUND	38.50		38.50		38.50	01			1
								01-06-2073	MUN COURT JUDGES' TRAINING FEE				
	4 I			COUR COSTS/LAW ENF TRN	1579.00		1579.00		1579.00	01			1
								01-06-2074	MUN COURT LAW ENF TRAINING FEE				
				* INVOICE TOTALS	2962.50		2962.50		2962.50				
				** VENDOR TOTALS *	2962.50		2962.50		2962.50				
				5335 SEDGWICK COUNTY DIV OF FINANCE									
OCT 2012	1 I	11/14/2012	11/09/2012	OCT 2012 PRISONER HOUSI 955HRS @ \$2.09	1995.95		1995.95		1995.95	01			1
								01-06-3066	MUN COURT JAIL FEES				
SEPT 2012	1 I	11/14/2012	11/09/2012	SEPT 2012 PRISONER HOUS 2011HRS @ \$2.09	4202.99		4202.99		4202.99	01			2
								01-06-3066	MUN COURT JAIL FEES				
				** VENDOR TOTALS *	6198.94		6198.94		6198.94				
				5537 CHRISTOPHER M DAVIS PCO									
SEPT 2012	1 I	11/14/2012	11/09/2012	CODY KOOB UA	15.00		15.00		15.00	01			1
								01-06-2012	MUN COURT MISCELLANEOUS				
	2 I			CARL ROW UA	15.00		15.00		15.00	01			1
								01-06-2012	MUN COURT MISCELLANEOUS				
	3 I			BREANNE DIXON UA	15.00		15.00		15.00	01			1
								01-06-2012	MUN COURT MISCELLANEOUS				
	4 I			JAMES BLASENHAUER UA	15.00		15.00		15.00	01			1
								01-06-2012	MUN COURT MISCELLANEOUS				
	5 I			CARL ROW 12-2983	150.00		150.00		150.00	01			1
								01-06-2012	MUN COURT MISCELLANEOUS				
	6 I			CURTIS SPICKELMIER 12-1	150.00		150.00		150.00	01			1
								01-06-2012	MUN COURT MISCELLANEOUS				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
	7	I		NICOLE THOMPSON 12-0103	150.00		150.00		150.00	01			1
						01-06-2012		MUN COURT MISCELLANEOUS					
	8	I		DAKOTA SAIZ 12-0330	150.00		150.00		150.00	01			1
						01-06-2012		MUN COURT MISCELLANEOUS					
				* INVOICE TOTALS	660.00		660.00		660.00				
				** VENDOR TOTALS *	660.00		660.00		660.00				
				6380 PHILIP L WEISER JD									
PO 11656	1	I	11/14/2012	11/09/2012 PRO TEM JUDGE	75.00		75.00		75.00	01			1
				CASE #2011/3112, #2012/									
						01-06-2012		MUN COURT MISCELLANEOUS					
				** VENDOR TOTALS *	75.00		75.00		75.00				
				MUNICIPAL COURT	10298.40		10298.40		10298.40				
				6407 WESTAR ENERGY									
OCT 2012	3	I	11/14/2012	11/09/2012 MONTHLY ELECTRIC UTILIT	854.94		854.94		854.94	01			1
						01-08-2003		STREET LIGHT UTILITIES					
	12	I		MONTHLY ELECTRIC UTILIT	5975.96		5975.96		5975.96	01			1
						01-08-2003		STREET LIGHT UTILITIES					
				* INVOICE TOTALS	6830.90		6830.90		6830.90				
				** VENDOR TOTALS *	6830.90		6830.90		6830.90				
				STREET LIGHTS	6830.90		6830.90		6830.90				
				2367 HAYSVILLE TRUE VALUE									
OCT 2012	12	I	11/14/2012	11/08/2012 MONTHLY HARDWARE SUPPLI	4.88		4.88		4.88	01			1
						01-09-2009		BLDG & GROUNDS MATERIALS					
				** VENDOR TOTALS *	4.88		4.88		4.88				
				2874 K & A PROPERTY MAINTENANCE LLC									
2889	1	I	11/14/2012	10/31/2012 CLEAN ADMIN OFFICES RES	60.00		60.00		60.00	01			1
						01-09-2040		BLDG & GROUNDS CONTRACTUAL					
	2	I		CLEAN PD/COURT RESTROOM	100.00		100.00		100.00	01			1
						01-09-2040		BLDG & GROUNDS CONTRACTUAL					
	3	I		CLEAN COMMUNITY BLDG RE	45.00		45.00		45.00	01			1
						01-09-2040		BLDG & GROUNDS CONTRACTUAL					
				* INVOICE TOTALS	205.00		205.00		205.00				
				** VENDOR TOTALS *	205.00		205.00		205.00				
				4520 PETTY CASH									
PO 11630	19	I	11/14/2012	11/09/2012 REIMBURSE FUND	61.34		61.34		61.34	01			1
						01-09-2025		BLDG & GROUNDS BUILDING MAINT					
				** VENDOR TOTALS *	61.34		61.34		61.34				
				4780 PRO-KEM SUPPLIES INC									
7247	2	I	11/14/2012	10/20/2012 PULSE SERVICE CITY BLDG	32.00		32.00		32.00	01			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
					01-09-2012		BLDG & GROUNDS MISCELLANEOUS						
** VENDOR TOTALS *					32.00		32.00		32.00				
5885 TERMINIX PROCESSING CENTER													
5909868	1 I	11/14/2012	11/09/2012	ANNUAL TERMITE PROTECTI	301.00		301.00		301.00	01			1
					01-09-2040		BLDG & GROUNDS CONTRACTUAL						
** VENDOR TOTALS *					301.00		301.00		301.00				
6407 WESTAR ENERGY													
OCT 2012	4 I	11/14/2012	11/09/2012	MONTHLY ELECTRIC UTILIT	1659.48		1659.48		1659.48	01			1
					01-09-2003		BLDG & GROUNDS UTILITIES						
** VENDOR TOTALS *					1659.48		1659.48		1659.48				
CITY BUILDINGS &					2263.70		2263.70		2263.70				
1386 CROWN CARRIAGE COMPANY													
PO 11570	1 I	11/14/2012	11/06/2012	CHRISTMAS CARRIAGE RIDE	225.00		225.00		225.00	01			1
					01-10-2054		SP FUNDS SPECIAL EVENTS						
** VENDOR TOTALS *					225.00		225.00		225.00				
1487 DATA TECHNOLOGIES INC													
33538	1 I	11/14/2012	10/25/2012	2013 SUMMIT LICENSE FEE	9579.85		9579.85		9579.85	01			1
					01-10-2040		SP FUNDS CONTRACTUAL						
	2 I			2013 SUMMIT SUPPORT FEE	5655.89		5655.89		5655.89	01			1
					01-10-2040		SP FUNDS CONTRACTUAL						
	3 I			2013 RPT WRITER SUPPORT	429.68		429.68		429.68	01			1
					01-10-2040		SP FUNDS CONTRACTUAL						
* INVOICE TOTALS					15665.42		15665.42		15665.42				
** VENDOR TOTALS *					15665.42		15665.42		15665.42				
3502 KONICA MINOLTA PREMIERE													
214781510	1 I	11/14/2012	10/29/2012	KONICA C550 COPIER LEAS	343.75		343.75		343.75	01			1
					01-10-2040		SP FUNDS CONTRACTUAL						
** VENDOR TOTALS *					343.75		343.75		343.75				
4520 PETTY CASH													
PO 11630	7 I	11/14/2012	11/09/2012	REIMBURSE FUND	9.87		9.87		9.87	01			1
					01-10-2012		SP FUNDS MISCELLANEOUS						
** VENDOR TOTALS *					9.87		9.87		9.87				
5770 SUPERIOR COMPUTER SUPPLY INC													
245906-0	1 I	11/14/2012	10/26/2012	OFFICE SUPPLIES	140.88		140.88		140.88	01			1
					01-10-2077		SP FUNDS SHARED OFFICE EXPENSE						
** VENDOR TOTALS *					140.88		140.88		140.88				
SPECIAL FUNDS					16384.92		16384.92		16384.92				
490 A T & T													
OCT 2012	4 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	94.04		94.04		94.04	01			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
						01-12-2003			SR CENTER UTILITIES				
** VENDOR TOTALS *					94.04		94.04		94.04				
1325 COX COMMUNICATIONS													
NOV 2012	1	I	11/14/2012	11/06/2012 SR CTR CABLE & DATA SER	109.42		109.42		109.42	01			1
						01-12-2003			SR CENTER UTILITIES				
** VENDOR TOTALS *					109.42		109.42		109.42				
2367 HAYSVILLE TRUE VALUE													
OCT 2012	5	I	11/14/2012	11/08/2012 MONTHLY HARDWARE SUPPLI	9.89		9.89		9.89	01			1
						01-12-2012			SR CENTER MISCELLANEOUS				
** VENDOR TOTALS *					9.89		9.89		9.89				
2874 K & A PROPERTY MAINTENANCE LLC													
2889	4	I	11/14/2012	10/31/2012 CLEAN SR CTR COMPLETE	425.00		425.00		425.00	01			1
						01-12-2025			SR CENTER BUILDING MAINTENANCE				
** VENDOR TOTALS *					425.00		425.00		425.00				
4520 PETTY CASH													
PO 11630	11	I	11/14/2012	11/09/2012 REIMBURSE FUND	6.00		6.00		6.00	01			1
						01-12-2015			SR CENTER TRG/EDUC/TRAVEL				
** VENDOR TOTALS *					6.00		6.00		6.00				
4780 PRO-KEM SUPPLIES INC													
7247	3	I	11/14/2012	10/20/2012 PULSE SERVICE SR CTR RE	16.00		16.00		16.00	01			1
						01-12-2025			SR CENTER BUILDING MAINTENANCE				
** VENDOR TOTALS *					16.00		16.00		16.00				
6407 WESTAR ENERGY													
OCT 2012	5	I	11/14/2012	11/09/2012 MONTHLY ELECTRIC UTILIT	326.61		326.61		326.61	01			1
						01-12-2003			SR CENTER UTILITIES				
** VENDOR TOTALS *					326.61		326.61		326.61				
SENIOR CENTER					986.96		986.96		986.96				
490 A T & T													
OCT 2012	7	I	11/14/2012	11/06/2012 MONTHLY PHONE BILL	112.85		112.85		112.85	01			1
						01-18-2002			GEN GOVT TELEPHONE/POSTAGE				
	15	I		MONTHLY PHONE BILL	47.02		47.02		47.02	01			1
						01-18-2002			GEN GOVT TELEPHONE/POSTAGE				
* INVOICE TOTALS					159.87		159.87		159.87				
** VENDOR TOTALS *					159.87		159.87		159.87				
996 CAPITAL ONE BANK N A													
OCT 2012	1	I	11/14/2012	11/08/2012 USTREAM TV415	49.00		49.00		49.00	01			1
						01-18-2012			GEN GOVT MISCELLANEOUS				
** VENDOR TOTALS *					49.00		49.00		49.00				
1325 COX COMMUNICATIONS													
NOV 2012	8	I	11/14/2012	11/06/2012 CITY/PD/CT DATA SERVICE	13.20		13.20		13.20	01			1
						01-18-2002			GEN GOVT TELEPHONE/POSTAGE				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
11	I			CITY/PD/CT DATA SERVICE	4.70		4.70		4.70	01			1
						01-18-2002			GEN GOVT TELEPHONE/POSTAGE				
				* INVOICE TOTALS	17.90		17.90		17.90				
				** VENDOR TOTALS *	17.90		17.90		17.90				
				4520 PETTY CASH									
PO 11630	6	I 11/14/2012	11/09/2012	REIMBURSE FUND	36.50		36.50		36.50	01			1
						01-18-2012			GEN GOVT MISCELLANEOUS				
				** VENDOR TOTALS *	36.50		36.50		36.50				
				6600 WICHITA STAMP & SEAL INC									
188489	1	I 11/14/2012	10/30/2012	NAMEPLATE - J MORGAN	8.50		8.50		8.50	01			1
						01-18-2004			GEN GOVT OFFICE EXPENSE				
				** VENDOR TOTALS *	8.50		8.50		8.50				
				GENERAL GOVERNMEN	271.77		271.77		271.77				
				490 A T & T									
OCT 2012	10	I 11/14/2012	11/06/2012	MONTHLY PHONE BILL	46.99		46.99		46.99	01			1
						01-20-2002			INSPECTION TELEPHONE				
				** VENDOR TOTALS *	46.99		46.99		46.99				
				1155 CINTAS CORPORATION #451									
PO 11603	5	I 11/14/2012	11/08/2012	UNIFORM CLEAN & RENT	6.80		6.80		6.80	01			1
						01-20-2016			INSPECTION UNIFORMS				
				** VENDOR TOTALS *	6.80		6.80		6.80				
				1325 COX COMMUNICATIONS									
NOV 2012	13	I 11/14/2012	11/06/2012	PUBLIC WORKS DATA SERVI	31.80		31.80		31.80	01			1
						01-20-2002			INSPECTION TELEPHONE				
				** VENDOR TOTALS *	31.80		31.80		31.80				
				INSPECTION	85.59		85.59		85.59				
				490 A T & T									
OCT 2012	8	I 11/14/2012	11/06/2012	MONTHLY PHONE BILL	18.81		18.81		18.81	01			1
						01-21-2002			INFORMATION SYS TELEPHONE				
				** VENDOR TOTALS *	18.81		18.81		18.81				
				1325 COX COMMUNICATIONS									
NOV 2012	9	I 11/14/2012	11/06/2012	CITY/PD/CT DATA SERVICE	4.70		4.70		4.70	01			1
						01-21-2002			INFORMATION SYS TELEPHONE				
				** VENDOR TOTALS *	4.70		4.70		4.70				
				INFORMATION SYSTE	23.51		23.51		23.51				

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

490 A T & T													
OCT 2012	9 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	18.81		18.81		18.81	01			1
								01-22-2002	MEDIA SPECIALIST TELEPHONE				
				** VENDOR TOTALS *	18.81		18.81		18.81				
996 CAPITAL ONE BANK N A													
OCT 2012	4 I	11/14/2012	11/08/2012	AMAZON - DVD COMP DRIVE	27.95		27.95		27.95	01			1
								01-22-2042	MEDIA SPECIALIST REPAIR/REPLAC				
				** VENDOR TOTALS *	27.95		27.95		27.95				
1325 COX COMMUNICATIONS													
NOV 2012	10 I	11/14/2012	11/06/2012	CITY/PD/CT DATA SERVICE	4.70		4.70		4.70	01			1
								01-22-2002	MEDIA SPECIALIST TELEPHONE				
				** VENDOR TOTALS *	4.70		4.70		4.70				
				MEDIA SPECIALIST	51.46		51.46		51.46				
2360 HAYSVILLE SUN-TIMES													
OCT 2012	2 I	11/14/2012	11/06/2012	OCT 5 WEED NOTICE	48.00		48.00		48.00	01			1
								01-28-2012	NOXIOUS WEEDS MISCELLANEOUS				
	3 I			OCT 12 WEED NOTICE	48.00		48.00		48.00	01			1
								01-28-2012	NOXIOUS WEEDS MISCELLANEOUS				
				* INVOICE TOTALS	96.00		96.00		96.00				
				** VENDOR TOTALS *	96.00		96.00		96.00				
2835 JOJAC'S LANDSCAPE & MOWING INC													
35314	1 I	11/14/2012	10/19/2012	412 MIMOSA MOWING, HAUL	225.00		225.00		225.00	01			1
								01-28-2012	NOXIOUS WEEDS MISCELLANEOUS				
35353	1 I	11/14/2012	10/31/2012	1423 ASPEN MOWING	48.00		48.00		48.00	01			1
								01-28-2012	NOXIOUS WEEDS MISCELLANEOUS				
				** VENDOR TOTALS *	273.00		273.00		273.00				
				NOXIOUS WEEDS	369.00		369.00		369.00				
				GENERAL FUND	53304.90		53304.90		53304.90				
SEWER FUND													
10 A & E ANALYTICAL LAB INC													
2859-2	1 I	11/14/2012	10/10/2012	BOD ANALYSIS	25.00		25.00		25.00	10			1
								10-30-2040	SEWER CONTRACTUAL				
2890	1 I	11/14/2012	10/19/2012	2 AMMONIA ANALYSIS	40.00		40.00		40.00	10			1
								10-30-2040	SEWER CONTRACTUAL				
	2 I			2 BOD ANALYSIS	50.00		50.00		50.00	10			1
								10-30-2040	SEWER CONTRACTUAL				
	3 I			2 TOTAL SUSPENDED SOLID	30.00		30.00		30.00	10			1
								10-30-2040	SEWER CONTRACTUAL				
	4 I			E COLI ANALYSIS	30.00		30.00		30.00	10			1
								10-30-2040	SEWER CONTRACTUAL				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					1105.00		1105.00		1105.00				
195 A-FORD-ABLE-LOCKSMITHING INC													
120626	1 I	11/14/2012	9/12/2012	REKEY 1 CYLINDER	8.00		8.00		8.00	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2 I			SERVICE CALL CHARGE	59.00		59.00		59.00	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					67.00		67.00		67.00				
120629													
	1 I	11/14/2012	11/06/2012	PADLOCK #3 LONG SHACKLE	64.80		64.80		64.80	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2 I			PADLOCK #3 SHORT SHACKL	161.64		161.64		161.64	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					226.44		226.44		226.44				
** VENDOR TOTALS *					293.44		293.44		293.44				
368 ANDALE FARMER'S CO-OP													
41413	2 I	11/14/2012	10/22/2012	266.33 GALLONS DIESEL	1030.45		1030.45		1030.45	10			1
								10-30-2009	SEWER MATERIALS				
	3 I			266.33 GALLONS DIESEL	1030.44		1030.44		1030.44	10			1
								10-30-2009	SEWER MATERIALS				
	4 I			266.33 GALLONS DIESEL	1030.44		1030.44		1030.44	10			1
								10-30-2009	SEWER MATERIALS				
* INVOICE TOTALS					3091.33		3091.33		3091.33				
** VENDOR TOTALS *					3091.33		3091.33		3091.33				
490 A T & T													
OCT 2012	11 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	211.64		211.64		211.64	10			1
								10-30-2002	SEWER TELEPHONE				
** VENDOR TOTALS *					211.64		211.64		211.64				
996 CAPITAL ONE BANK N A													
OCT 2012	2 I	11/14/2012	11/08/2012	PAYFLOW	14.08		14.08		14.08	10			1
								10-30-2040	SEWER CONTRACTUAL				
	6 I			BEST BUY-DRAGON SOFTWARE	113.99		113.99		113.99	10			1
								10-30-2012	SEWER MISCELLANEOUS				
	13 I			DITCH WITCH	118.40		118.40		118.40	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					246.47		246.47		246.47				
** VENDOR TOTALS *					246.47		246.47		246.47				
1155 CINTAS CORPORATION #451													
PO 11603	1 I	11/14/2012	11/08/2012	SHOP TOWELS & SUPPLIES	29.95		29.95		29.95	10			1
								10-30-2009	SEWER MATERIALS				
	6 I			UNIFORM CLEAN & RENT	52.28		52.28		52.28	10			1
								10-30-2016	SEWER UNIFORMS				
* INVOICE TOTALS					82.23		82.23		82.23				
** VENDOR TOTALS *					82.23		82.23		82.23				

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

1325 COX COMMUNICATIONS													
NOV 2012	14	I	11/14/2012	11/06/2012	PUBLIC WORKS DATA SERVI	31.80		31.80	31.80	10			1
								10-30-2002	SEWER TELEPHONE				
					** VENDOR TOTALS *	31.80		31.80	31.80				
1400 CUMMINS CENTRAL POWER LLC													
5-52852	1	I	11/14/2012	10/18/2012	PCB ASSY-ENG MON 12 LIT	1974.78		1974.78	1974.78	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2	I			LABOR	409.50		409.50	409.50	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	3	I			ROAD MILEAGE	133.00		133.00	133.00	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	4	I			SHOP SUPPLIES	24.57		24.57	24.57	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
					* INVOICE TOTALS	2541.85		2541.85	2541.85				
					** VENDOR TOTALS *	2541.85		2541.85	2541.85				
1593 DONOVAN AUTO & TRUCK CENTER													
PNW153420	1	I	11/14/2012	10/25/2012	PINS & BUSHINGS TRK#42	52.65		52.65	52.65	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
					** VENDOR TOTALS *	52.65		52.65	52.65				
1781 EXPRESS SERVICES INC													
11649539-1	1	I	11/14/2012	10/16/2012	J RHYNARD 33.05HRS	401.89		401.89	401.89	10			1
								10-30-2040	SEWER CONTRACTUAL				
11678412-5	1	I	11/14/2012	10/23/2012	J RHYNARD 40.24HRS	490.78		490.78	490.78	10			1
								10-30-2040	SEWER CONTRACTUAL				
11708511-8	1	I	11/14/2012	10/30/2012	J RHYNARD 40.32HRS	492.24		492.24	492.24	10			1
								10-30-2040	SEWER CONTRACTUAL				
					** VENDOR TOTALS *	1384.91		1384.91	1384.91				
1825 FASTENAL COMPANY													
KSW1226749	1	I	11/14/2012	10/16/2012	1"-8 FHN YZ 8	2.16		2.16	2.16	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2	I			HCS 1-8 X 6 YZ8	10.25		10.25	10.25	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	3	I			USS F/W 1" Z	.77		.77	.77	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
					* INVOICE TOTALS	13.18		13.18	13.18				
					** VENDOR TOTALS *	13.18		13.18	13.18				
1860 FERGUSON ENTERPRISES INC #216													
574440	1	I	11/14/2012	10/18/2012	6FT CIST AUGER W/DROP	59.12		59.12	59.12	10			1
								10-30-2009	SEWER MATERIALS				
					** VENDOR TOTALS *	59.12		59.12	59.12				
2261 DAVE HARPER													
OCT 2012	1	I	11/14/2012	11/08/2012	CELL PHONE REIMBURSEMEN	35.00		35.00	35.00	10			1
								10-30-2002	SEWER TELEPHONE				
					** VENDOR TOTALS *	35.00		35.00	35.00				
2345 HAYSVILLE RENTAL CENTER													

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

2345 HAYSVILLE RENTAL CENTER													
10413	1	I	11/14/2012	1/05/2012	AERIAL LIFT - BIL JAX	190.00		190.00	190.00	10			1
								10-30-2009	SEWER MATERIALS				
10548	2	I	11/14/2012	10/12/2012	POLE SAW	159.99		159.99	159.99	10			1
								10-30-2009	SEWER MATERIALS				
					** VENDOR TOTALS *	349.99		349.99	349.99				
2367 HAYSVILLE TRUE VALUE													
OCT 2012	1	I	11/14/2012	11/08/2012	MONTHLY HARDWARE SUPPLI	25.92		25.92	25.92	10			1
								10-30-2009	SEWER MATERIALS				
					** VENDOR TOTALS *	25.92		25.92	25.92				
2820 JJS TECHNICAL SERVICES													
7414	1	I	11/14/2012	9/26/2012	LITHIUM BATTERY PACK	125.00		125.00	125.00	10			1
								10-30-2009	SEWER MATERIALS				
	2	I			SHIPPING	12.00		12.00	12.00	10			1
								10-30-2009	SEWER MATERIALS				
					* INVOICE TOTALS	137.00		137.00	137.00				
					** VENDOR TOTALS *	137.00		137.00	137.00				
2838 ROY JOLIVET													
OCT 2012	1	I	11/14/2012	11/08/2012	REIMBURSE CELL PHONE US ON CALL PERSONNEL	11.67		11.67	11.67	10			1
								10-30-2002	SEWER TELEPHONE				
					** VENDOR TOTALS *	11.67		11.67	11.67				
3295 KANSAS ONE-CALL SYSTEM INC													
2100280	1	I	11/14/2012	10/31/2012	41-1/3 LOCATE FEES	57.87		57.87	57.87	10			1
								10-30-2040	SEWER CONTRACTUAL				
					** VENDOR TOTALS *	57.87		57.87	57.87				
3691 LEWIS-GOETZ & COMPANY INC													
WI025428	1	I	11/14/2012	10/15/2012	2"X25' BLUE LAYFLAT	63.49		63.49	63.49	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
					** VENDOR TOTALS *	63.49		63.49	63.49				
3770 LOWES BUSINESS ACCT/GECRB													
OCT 2012	1	I	11/14/2012	11/08/2012	1/2" ANGLE GRINDER	85.47		85.47	85.47	10			1
								10-30-2012	SEWER MISCELLANEOUS				
					** VENDOR TOTALS *	85.47		85.47	85.47				
3880 MAYER SPECIALTY SERVICES LLC													
ME512224	1	I	11/14/2012	9/10/2012	LATCH ASSY BRACKET 3EA	110.40		110.40	110.40	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2	I			SPACERS 3EA	48.27		48.27	48.27	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	3	I			FASTNERS 6EA	12.24		12.24	12.24	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	4	I			REPAIR LEAK ON VAC TRAI	1105.00		1105.00	1105.00	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	5	I			FREIGHT	25.52		25.52	25.52	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
					* INVOICE TOTALS	1301.43		1301.43	1301.43				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					1301.43		1301.43		1301.43				
3980 MICRO-COMM INC													
35164	1 I	11/14/2012	9/27/2012	L15D-L17A 32BIT MODEM	4750.00		4750.00		4750.00	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	2 I			RTU PERSONALITY MODULE	622.50		622.50		622.50	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
	3 I			RADIO CM200 VHF	451.60		451.60		451.60	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					5824.10		5824.10		5824.10				
** VENDOR TOTALS *					5824.10		5824.10		5824.10				
4010 MID-CONTINENT SAFETY													
3086320	1 I	11/14/2012	10/18/2012	CALIBRATION GAS	150.00		150.00		150.00	10			1
								10-30-2009	SEWER MATERIALS				
	2 I			FREIGHT	37.00		37.00		37.00	10			1
								10-30-2009	SEWER MATERIALS				
* INVOICE TOTALS					187.00		187.00		187.00				
** VENDOR TOTALS *					187.00		187.00		187.00				
4055 MIDWEST TRUCK EQUIPMENT INC													
10246	1 I	11/14/2012	10/19/2012	KNAPHEIDE HORIZ DOOR AS	273.60		273.60		273.60	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					273.60		273.60		273.60				
4200 MURDOCK COMPANIES INC													
178568	2 I	11/14/2012	10/10/2012	BELT & CHAN ASSEMBLY	21.29		21.29		21.29	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
178605	1 I	11/14/2012	10/10/2012	SBLF 205 16 G H4	12.75		12.75		12.75	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					34.04		34.04		34.04				
4396 O'REILLY AUTOMOTIVE INC													
299201	1 I	11/14/2012	10/19/2012	PAINT FOR TRUCK #33 TOO	14.98		14.98		14.98	10			1
								10-30-2009	SEWER MATERIALS				
** VENDOR TOTALS *					14.98		14.98		14.98				
4400 OVERHEAD DOOR COMPANY													
288974	1 I	11/14/2012	10/16/2012	GL REPLACEMENT BOARD &	75.56		75.56		75.56	10			1
								10-30-2006	SEWER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					75.56		75.56		75.56				
4406 PACE ANALYTICAL SERVICES INC													
126123178	1 I	11/14/2012	10/11/2012	MONTHLY SAMPLING 9-27-1	224.00		224.00		224.00	10			1
								10-30-2040	SEWER CONTRACTUAL				
** VENDOR TOTALS *					224.00		224.00		224.00				
4465 PAVING MAINTENANCE SUPPLY INC													
117099	1 I	11/14/2012	9/28/2012	CAUTION TAPE	21.34		21.34		21.34	10			1
								10-30-2009	SEWER MATERIALS				
	4 I			LOW PROFILE LED MINI BA	111.67		111.67		111.67	10			1
								10-30-2012	SEWER MISCELLANEOUS				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
* INVOICE TOTALS					133.01		133.01		133.01				
** VENDOR TOTALS *					133.01		133.01		133.01				
4520 PETTY CASH													
PO 11630	8 I	11/14/2012	11/09/2012	REIMBURSE FUND	18.20		18.20		18.20	10			1
						10-30-2015			SEWER TRAINING/EDUC/TRAVEL				
** VENDOR TOTALS *					18.20		18.20		18.20				
4750 PROFESSIONAL ENGINEERING													
510009	1 I	11/14/2012	10/30/2012	PROFESSIONAL SERV MONTH	66.66		66.66		66.66	10			1
						10-30-2040			SEWER CONTRACTUAL				
** VENDOR TOTALS *					66.66		66.66		66.66				
5056 SEAN RINEHART													
OCT 2012	1 I	11/14/2012	11/09/2012	REIMBURSE CELL PHONE US ON CALL PERSONNEL	11.67		11.67		11.67	10			1
						10-30-2002			SEWER TELEPHONE				
** VENDOR TOTALS *					11.67		11.67		11.67				
5173 S & S EQUIPMENT COMPANY INC													
111841	1 I	11/14/2012	9/07/2012	QUIN-CIP 1 GALLON 30WT	30.33		30.33		30.33	10			1
						10-30-2040			SEWER CONTRACTUAL				
	2 I			ELEMENT	33.20		33.20		33.20	10			1
						10-30-2040			SEWER CONTRACTUAL				
	3 I			ELEMENT OIL FILTER QR25	47.86		47.86		47.86	10			1
						10-30-2040			SEWER CONTRACTUAL				
	4 I			LABOR	65.00		65.00		65.00	10			1
						10-30-2040			SEWER CONTRACTUAL				
* INVOICE TOTALS					176.39		176.39		176.39				
** VENDOR TOTALS *					176.39		176.39		176.39				
5429 SHERWIN-WILLIAMS #9740													
1120-7	1 I	11/14/2012	10/30/2012	GF5A GALLON GENESIS SG	178.90		178.90		178.90	10			1
						10-30-2006			SEWER EQUIPMENT MAINTENANCE				
	2 I			GH1091 QUART 3.5 VOC HA	82.60		82.60		82.60	10			1
						10-30-2006			SEWER EQUIPMENT MAINTENANCE				
	3 I			VS100 GALLON VOC SOLVEN	19.70		19.70		19.70	10			1
						10-30-2006			SEWER EQUIPMENT MAINTENANCE				
	4 I			V6V943 QUART 3.5 EPOXY	31.65		31.65		31.65	10			1
						10-30-2006			SEWER EQUIPMENT MAINTENANCE				
	5 I			E2A933 GALLON 3.5 EPOXY	107.90		107.90		107.90	10			1
						10-30-2006			SEWER EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					420.75		420.75		420.75				
** VENDOR TOTALS *					420.75		420.75		420.75				
5690 STAR ELECTRIC SUPPLY INC													
319571	1 I	11/14/2012	10/25/2012	17.5A 600V J FUSE 10EA	140.00		140.00		140.00	10			1
						10-30-2009			SEWER MATERIALS				
	2 I			FUSE PULLER	15.12		15.12		15.12	10			1
						10-30-2009			SEWER MATERIALS				
* INVOICE TOTALS					155.12		155.12		155.12				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					155.12		155.12		155.12				
6407 WESTAR ENERGY													
OCT 2012	6	I	11/14/2012	11/09/2012 MONTHLY ELECTRIC UTILIT	9314.41		9314.41		9314.41	10			1
								10-30-2003	SEWER UTILITIES				
** VENDOR TOTALS *					9314.41		9314.41		9314.41				
SEWER					28110.95		28110.95		28110.95				
SEWER FUND					28110.95		28110.95		28110.95				
WATER FUND													
490 A T & T													
OCT 2012	12	I	11/14/2012	11/06/2012 MONTHLY PHONE BILL	211.63		211.63		211.63	11			1
								11-31-2002	WATER TELEPHONE				
** VENDOR TOTALS *					211.63		211.63		211.63				
844 JIM BROOKS													
OCT 2012	1	I	11/14/2012	11/08/2012 REIMBURSE CELL PHONE US ON CALL PERSONNEL	17.50		17.50		17.50	11			1
								11-31-2002	WATER TELEPHONE				
** VENDOR TOTALS *					17.50		17.50		17.50				
996 CAPITAL ONE BANK N A													
OCT 2012	3	I	11/14/2012	11/08/2012 PAYFLOW	14.07		14.07		14.07	11			1
								11-31-2040	WATER CONTRACTUAL				
	7	I		BEST BUY-DRAGON SOFTWARE	113.99		113.99		113.99	11			1
								11-31-2012	WATER MISCELLANEOUS				
* INVOICE TOTALS					128.06		128.06		128.06				
** VENDOR TOTALS *					128.06		128.06		128.06				
1155 CINTAS CORPORATION #451													
PO 11603	2	I	11/14/2012	11/08/2012 SHOP TOWELS & SUPPLIES	29.95		29.95		29.95	11			1
								11-31-2009	WATER MATERIALS				
	7	I		UNIFORM CLEAN & RENT	87.25		87.25		87.25	11			1
								11-31-2016	WATER UNIFORMS				
* INVOICE TOTALS					117.20		117.20		117.20				
** VENDOR TOTALS *					117.20		117.20		117.20				
1325 COX COMMUNICATIONS													
NOV 2012	15	I	11/14/2012	11/06/2012 PUBLIC WORKS DATA SERVI	31.80		31.80		31.80	11			1
								11-31-2002	WATER TELEPHONE				
** VENDOR TOTALS *					31.80		31.80		31.80				
1593 DONOVAN AUTO & TRUCK CENTER													
PNW153420	2	I	11/14/2012	10/25/2012 PINS & BUSHINGS TRK#42	52.65		52.65		52.65	11			1
								11-31-2006	WATER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					52.65		52.65		52.65				

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

1781 EXPRESS SERVICES INC													
11649539-1	5	I	11/14/2012	10/16/2012 J BAKER 4.86HRS	59.10		59.10		59.10	11			1
								11-31-2040	WATER CONTRACTUAL				
11678412-5	4	I	11/14/2012	10/23/2012 J BAKER 8.96HRS	108.95		108.95		108.95	11			1
								11-31-2040	WATER CONTRACTUAL				
11708511-8	4	I	11/14/2012	10/30/2012 J BAKER 12.78HRS\	155.40		155.40		155.40	11			1
								11-31-2040	WATER CONTRACTUAL				
				** VENDOR TOTALS *	323.45		323.45		323.45				
1816 FAMILY MEDCENTERS PA													
11542550	1	I	11/14/2012	10/30/2012 WORK COMP MEDICAL CLAIM	168.93		168.93		168.93	11			1
								11-31-2012	WATER MISCELLANEOUS				
				** VENDOR TOTALS *	168.93		168.93		168.93				
2330 HAYSVILLE HEALTH MART													
3866445	1	I	11/14/2012	10/31/2012 WORK COMP MEDICATION, M	9.00		9.00		9.00	11			1
								11-31-2012	WATER MISCELLANEOUS				
				** VENDOR TOTALS *	9.00		9.00		9.00				
2345 HAYSVILLE RENTAL CENTER													
10548	3	I	11/14/2012	10/12/2012 POLE SAW	159.98		159.98		159.98	11			1
								11-31-2009	WATER MATERIALS				
				** VENDOR TOTALS *	159.98		159.98		159.98				
2367 HAYSVILLE TRUE VALUE													
OCT 2012	3	I	11/14/2012	11/08/2012 MONTHLY HARDWARE SUPPLI	20.75		20.75		20.75	11			1
								11-31-2009	WATER MATERIALS				
				** VENDOR TOTALS *	20.75		20.75		20.75				
2838 ROY JOLIVET													
OCT 2012	2	I	11/14/2012	11/08/2012 REIMBURSE CELL PHONE US ON CALL PERSONNEL	11.67		11.67		11.67	11			1
								11-31-2002	WATER TELEPHONE				
				** VENDOR TOTALS *	11.67		11.67		11.67				
3150 KANSAS DEPT OF REVENUE													
OCT 2012	1	I	11/14/2012	11/06/2012 WATER SALES TAX RETURN	691.51		691.51		691.51	11			1
								11-31-2022	WATER SALES TAX				
				** VENDOR TOTALS *	691.51		691.51		691.51				
3295 KANSAS ONE-CALL SYSTEM INC													
2100280	2	I	11/14/2012	10/31/2012 41-1/3 LOCATE FEES	57.87		57.87		57.87	11			1
								11-31-2040	WATER CONTRACTUAL				
				** VENDOR TOTALS *	57.87		57.87		57.87				
3330 KANSAS RURAL WATER ASSOCIATION													
PO 11592	1	I	11/14/2012	8/08/2012 TRENCHING & EXCAVATION	90.00		90.00		90.00	11			1
								11-31-2015	WATER TRAINING/EDUC/TRAVEL				
				** VENDOR TOTALS *	90.00		90.00		90.00				
3850 MASTER METER INC													
60822	1	I	11/14/2012	9/27/2012 GOLD RECEIVER MAINTENAN	1050.00		1050.00		1050.00	11			1
								11-31-2006	WATER EQUIPMENT MAINTENANCE				
60907	1	I	11/14/2012	9/27/2012 VEHICLE READING SYSTEM	1500.00		1500.00		1500.00	11			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
						11-31-2006			WATER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					2550.00		2550.00		2550.00				
4200 MURDOCK COMPANIES INC													
178568	3 I	11/14/2012	10/10/2012	BELT & CHAN ASSEMBLY	21.29		21.29		21.29	11			1
						11-31-2006			WATER EQUIPMENT MAINTENANCE				
178605	2 I	11/14/2012	10/10/2012	SBLF 205 16 G H4	12.75		12.75		12.75	11			1
						11-31-2006			WATER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					34.04		34.04		34.04				
4400 OVERHEAD DOOR COMPANY													
288974	2 I	11/14/2012	10/16/2012	GL REPLACEMENT BOARD &	75.56		75.56		75.56	11			1
						11-31-2006			WATER EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					75.56		75.56		75.56				
4465 PAVING MAINTENANCE SUPPLY INC													
117099	2 I	11/14/2012	9/28/2012	CAUTION TAPE	21.33		21.33		21.33	11			1
						11-31-2009			WATER MATERIALS				
	5 I			LOW PROFILE LED MINI BA	111.67		111.67		111.67	11			1
						11-31-2012			WATER MISCELLANEOUS				
* INVOICE TOTALS					133.00		133.00		133.00				
** VENDOR TOTALS *					133.00		133.00		133.00				
4520 PETTY CASH													
PO 11630	9 I	11/14/2012	11/09/2012	REIMBURSE FUND	15.51		15.51		15.51	11			1
						11-31-2015			WATER TRAINING/EDUC/TRAVEL				
** VENDOR TOTALS *					15.51		15.51		15.51				
4750 PROFESSIONAL ENGINEERING													
510009	2 I	11/14/2012	10/30/2012	PROFESSIONAL SERV MONTH	66.67		66.67		66.67	11			1
						11-31-2040			WATER CONTRACTUAL				
** VENDOR TOTALS *					66.67		66.67		66.67				
5056 SEAN RINEHART													
OCT 2012	2 I	11/14/2012	11/09/2012	REIMBURSE CELL PHONE US ON CALL PERSONNEL	11.67		11.67		11.67	11			1
						11-31-2002			WATER TELEPHONE				
** VENDOR TOTALS *					11.67		11.67		11.67				
5784 KENNETH SWART													
OCT 2012	1 I	11/14/2012	11/09/2012	REIMBURSE CELL PHONE US ON CALL PERSONNEL	35.00		35.00		35.00	11			1
						11-31-2002			WATER TELEPHONE				
** VENDOR TOTALS *					35.00		35.00		35.00				
6407 WESTAR ENERGY													
OCT 2012	7 I	11/14/2012	11/09/2012	MONTHLY ELECTRIC UTILIT	3192.34		3192.34		3192.34	11			1
						11-31-2003			WATER UTILITIES				
** VENDOR TOTALS *					3192.34		3192.34		3192.34				
WATER					8205.79		8205.79		8205.79				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
						21-41-2009			STREET MATERIALS				
9	I			UNIFORM CLEAN & RENT	27.23		27.23		27.23	21			1
						21-41-2016			STREET UNIFORMS				
				* INVOICE TOTALS	57.17		57.17		57.17				
				** VENDOR TOTALS *	57.17		57.17		57.17				
1325 COX COMMUNICATIONS													
NOV 2012	16	I	11/14/2012	11/06/2012	PUBLIC WORKS DATA SERVI	31.80		31.80	31.80	21			1
						21-41-2002			STREET TELEPHONE				
				** VENDOR TOTALS *	31.80		31.80		31.80				
1593 DONOVAN AUTO & TRUCK CENTER													
PNW153420	3	I	11/14/2012	10/25/2012	PINS & BUSHINGS TRK#42	52.64		52.64	52.64	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
				** VENDOR TOTALS *	52.64		52.64		52.64				
2168 GRAYBAR													
962821878	1	I	11/14/2012	9/28/2012	HPS BAL 150W S55 QUAD K	241.47		241.47	241.47	21			1
						21-41-2009			STREET MATERIALS				
	2	I			FREIGHT AND HANDLING	12.66		12.66	12.66	21			1
						21-41-2009			STREET MATERIALS				
				* INVOICE TOTALS	254.13		254.13		254.13				
963190783	1	I	11/14/2012	10/25/2012	HPS BAL 150W S55 QUAD K	321.96		321.96	321.96	21			1
						21-41-2009			STREET MATERIALS				
	2	I			REFLEX STRIPPER	18.37		18.37	18.37	21			1
						21-41-2009			STREET MATERIALS				
				* INVOICE TOTALS	340.33		340.33		340.33				
				** VENDOR TOTALS *	594.46		594.46		594.46				
2367 HAYSVILLE TRUE VALUE													
OCT 2012	4	I	11/14/2012	11/08/2012	MONTHLY HARDWARE SUPPLI	84.09		84.09	84.09	21			1
						21-41-2009			STREET MATERIALS				
	6	I			MONTHLY HARDWARE SUPPLI	1.02		1.02	1.02	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
				* INVOICE TOTALS	85.11		85.11		85.11				
				** VENDOR TOTALS *	85.11		85.11		85.11				
2838 ROY JOLIVET													
OCT 2012	3	I	11/14/2012	11/08/2012	REIMBURSE CELL PHONE US ON CALL PERSONNEL	11.66		11.66	11.66	21			1
						21-41-2002			STREET TELEPHONE				
				** VENDOR TOTALS *	11.66		11.66		11.66				
2844 JOHN DEERE FINANCIAL													
665560	1	I	11/14/2012	10/03/2012	STARTER RE 6410S	28.37		28.37	28.37	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
				** VENDOR TOTALS *	28.37		28.37		28.37				
3295 KANSAS ONE-CALL SYSTEM INC													
2100280	3	I	11/14/2012	10/31/2012	41-1/3 LOCATE FEES	57.86		57.86	57.86	21			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
						21-41-2040			STREET CONTRACTUAL				
** VENDOR TOTALS *					57.86		57.86		57.86				
3440 KEY EQUIPMENT & SUPPLY CO													
220719	1 I	11/14/2012	10/09/2012	CONV DRIVEN SOCKET	29.14		29.14		29.14	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
	2 I			FREIGHT	12.43		12.43		12.43	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					41.57		41.57		41.57				
** VENDOR TOTALS *					41.57		41.57		41.57				
3770 LOWES BUSINESS ACCT/GEGRB													
OCT 2012	2 I	11/14/2012	11/08/2012	1/2" ANGLE GRINDER	85.47		85.47		85.47	21			1
						21-41-2012			STREET MISCELLANEOUS				
** VENDOR TOTALS *					85.47		85.47		85.47				
3906 MCCONNELL & ASSOCIATES													
68270	1 I	11/14/2012	10/11/2012	RED LATEX PAINT 5GAL	75.00		75.00		75.00	21			1
						21-41-2009			STREET MATERIALS				
** VENDOR TOTALS *					75.00		75.00		75.00				
4200 MURDOCK COMPANIES INC													
178568	1 I	11/14/2012	10/10/2012	CONN LINK 4EA	7.00		7.00		7.00	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
	4 I			BELT & CHAN ASSEMBLY	21.28		21.28		21.28	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
* INVOICE TOTALS					28.28		28.28		28.28				
178605	3 I	11/14/2012	10/10/2012	SBLF 205 16 G H4	12.74		12.74		12.74	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					41.02		41.02		41.02				
4400 OVERHEAD DOOR COMPANY													
288974	3 I	11/14/2012	10/16/2012	GL REPLACEMENT BOARD &	75.55		75.55		75.55	21			1
						21-41-2006			STREET EQUIPMENT MAINTENANCE				
** VENDOR TOTALS *					75.55		75.55		75.55				
4465 PAVING MAINTENANCE SUPPLY INC													
117099	3 I	11/14/2012	9/28/2012	CAUTION TAPE	21.33		21.33		21.33	21			1
						21-41-2009			STREET MATERIALS				
	6 I			LOW PROFILE LED MINI BA	111.66		111.66		111.66	21			1
						21-41-2012			STREET MISCELLANEOUS				
* INVOICE TOTALS					132.99		132.99		132.99				
** VENDOR TOTALS *					132.99		132.99		132.99				
4520 PETTY CASH													
PO 11630	10 I	11/14/2012	11/09/2012	REIMBURSE FUND	2.00		2.00		2.00	21			1
						21-41-2015			STREET TRAINING/EDUC/TRAVEL				
** VENDOR TOTALS *					2.00		2.00		2.00				
4750 PROFESSIONAL ENGINEERING													
510009	3 I	11/14/2012	10/30/2012	PROFESSIONAL SERV MONTH	66.67		66.67		66.67	21			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
					21-41-2040		STREET CONTRACTUAL						
** VENDOR TOTALS *					66.67		66.67		66.67				
5056 SEAN RINEHART													
OCT 2012	3	I	11/14/2012	11/09/2012	REIMBURSE CELL PHONE US	11.66		11.66	11.66	21			1
ON CALL PERSONNEL													
					21-41-2002		STREET TELEPHONE						
** VENDOR TOTALS *					11.66		11.66		11.66				
5690 STAR ELECTRIC SUPPLY INC													
319416	1	I	11/14/2012	10/24/2012	LU150/55/MED LAMP 8EA	138.00		138.00	138.00	21			1
					21-41-2009		STREET MATERIALS						
** VENDOR TOTALS *					138.00		138.00		138.00				
6407 WESTAR ENERGY													
OCT 2012	9	I	11/14/2012	11/09/2012	MONTHLY ELECTRIC UTILIT	755.52		755.52	755.52	21			1
					21-41-2003		STREET UTILITIES						
** VENDOR TOTALS *					755.52		755.52		755.52				
STREET					2781.42		2781.42		2781.42				
STREET FUND					2781.42		2781.42		2781.42				
LAW ENFORCEMENT FUND													
4520 PETTY CASH													
PO 11630	20	I	11/14/2012	11/09/2012	REIMBURSE FUND	257.22		257.22	257.22	24			1
					24-44-2031		LAW ENF VENDING MACHINE EXPENS						
** VENDOR TOTALS *					257.22		257.22		257.22				
LAW ENFORCEMENT					257.22		257.22		257.22				
LAW ENFORCEMENT F					257.22		257.22		257.22				
LIBRARY FUND													
2300 HAYSVILLE COMMUNITY LIBRARY													
OCT 2012	1	I	11/14/2012	11/06/2012	AD VALOREM TAX	624.06		624.06	624.06	25			1
					25-45-2012		LIBRARY MISCELLANEOUS						
	2	I			BACK TAX	580.92		580.92	580.92	25			1
					25-45-2012		LIBRARY MISCELLANEOUS						
	3	I			MOTOR VEHICLE TAX	3729.57		3729.57	3729.57	25			1
					25-45-2012		LIBRARY MISCELLANEOUS						
	4	I			RECREATION VEHICLE TAX	69.74		69.74	69.74	25			1
					25-45-2012		LIBRARY MISCELLANEOUS						
* INVOICE TOTALS					5004.29		5004.29		5004.29				
** VENDOR TOTALS *					5004.29		5004.29		5004.29				
LIBRARY					5004.29		5004.29		5004.29				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
LIBRARY FUND					5004.29		5004.29		5004.29				
SPECIAL ALCOHOL													
4642 POSITIVE PROMOTIONS INC													
4552656	1 I	11/14/2012	10/15/2012	1,000 MYLAR TREAT BAGS	590.00		590.00		590.00	28			1
								28-48-2032	SP ALCOHOL PREVENTION/EDUC				
	2 I			PRESS SET UP CHARGE	40.00		40.00		40.00	28			1
								28-48-2032	SP ALCOHOL PREVENTION/EDUC				
	3 I			SHIPPING & HANDLING	61.95		61.95		61.95	28			1
								28-48-2032	SP ALCOHOL PREVENTION/EDUC				
				* INVOICE TOTALS	691.95		691.95		691.95				
				** VENDOR TOTALS *	691.95		691.95		691.95				
				SPECIAL ALCOHOL	691.95		691.95		691.95				
				SPECIAL ALCOHOL	691.95		691.95		691.95				
RECREATION DEPARTMENT													
4520 PETTY CASH													
PO 11630	15 I	11/14/2012	11/09/2012	REIMBURSE FUND	100.00		100.00		100.00	30			1
								30-00-5078	RECREATION DEPT MISCELLANEOUS				
	16 I			REIMBURSE FUND	79.00		79.00		79.00	30			1
								30-00-6004	RECREATION DEPT LATCHKEY				
	17 I			REIMBURSE FUND	315.00		315.00		315.00	30			1
								30-00-5077	RECREATION DEPT PROGRAMS				
				* INVOICE TOTALS	494.00		494.00		494.00				
				** VENDOR TOTALS *	494.00		494.00		494.00				
				REVENUE FUNDS	494.00		494.00		494.00				
290 AMERI-GRAPHICS SPECIAL T'S													
5012	1 I	11/14/2012	10/24/2012	VOLLEYBALL T-SHIRTS 12E	99.60		99.60		99.60	30			1
								30-50-2092	RECREATION DEPT PROGRAMS				
5014	1 I	11/14/2012	10/24/2012	LATCHKEY STAFF SHIRTS 4	256.50		256.50		256.50	30			1
								30-50-2094	RECREATION DEPT LATCHKEY PROG				
				** VENDOR TOTALS *	356.10		356.10		356.10				
490 A T & T													
OCT 2012	14 I	11/14/2012	11/06/2012	MONTHLY PHONE BILL	235.10		235.10		235.10	30			1
								30-50-2002	RECREATION DEPT TELEPHONE				
				** VENDOR TOTALS *	235.10		235.10		235.10				
996 CAPITAL ONE BANK N A													
OCT 2012	5 I	11/14/2012	11/08/2012	LITTLE CEASARS-HAC	35.00		35.00		35.00	30			1
								30-50-2031	RECREATION DEPT CONCESSIONS				
	8 I			COMFORT INN 2 NIGHTS	143.62		143.62		143.62	30			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
					30-50-2031		RECREATION DEPT		CONCESSIONS				
** VENDOR TOTALS *					252.40		252.40		252.40				
4520 PETTY CASH													
PO 11630	12	I	11/14/2012	11/09/2012	REIMBURSE FUND	6.00		6.00	6.00	30			1
					30-50-2015		RECREATION DEPT		TRG/EDUC/DUES				
	13	I			REIMBURSE FUND	20.00		20.00	20.00	30			1
					30-50-2092		RECREATION DEPT		PROGRAMS				
	14	I			REIMBURSE FUND	300.00		300.00	300.00	30			1
					30-50-2094		RECREATION DEPT		LATCHKEY PROG				
* INVOICE TOTALS					326.00		326.00		326.00				
** VENDOR TOTALS *					326.00		326.00		326.00				
5231 SAM'S CLUB / GEGRB													
OCT 2012	1	I	11/14/2012	11/09/2012	LATCHKEY GROCERIES	594.74		594.74	594.74	30			1
					30-50-2094		RECREATION DEPT		LATCHKEY PROG				
	2	I			MISC GROCERIES	72.20		72.20	72.20	30			1
					30-50-2031		RECREATION DEPT		CONCESSIONS				
	3	I			MISC SUPPLIES	18.46		18.46	18.46	30			1
					30-50-2092		RECREATION DEPT		PROGRAMS				
	4	I			MISC SUPPLIES	179.64		179.64	179.64	30			1
					30-50-2009		RECREATION DEPT		MATERIALS				
* INVOICE TOTALS					865.04		865.04		865.04				
** VENDOR TOTALS *					865.04		865.04		865.04				
5770 SUPERIOR COMPUTER SUPPLY INC													
245906-0	2	I	11/14/2012	10/26/2012	FILE FOLDER LABELS	76.86		76.86	76.86	30			1
					30-50-2004		RECREATION DEPT		OFFICE EXPENSE				
** VENDOR TOTALS *					76.86		76.86		76.86				
6407 WESTAR ENERGY													
OCT 2012	10	I	11/14/2012	11/09/2012	MONTHLY ELECTRIC UTILIT	1158.75		1158.75	1158.75	30			1
					30-50-2003		RECREATION DEPT		UTILITIES				
	11	I			MONTHLY ELECTRIC UTILIT	242.89		242.89	242.89	30			1
					30-50-3065		RECREATION DEPT		P-C UTILITIES				
* INVOICE TOTALS					1401.64		1401.64		1401.64				
** VENDOR TOTALS *					1401.64		1401.64		1401.64				
6472 WICHITA AIR FILTER SUPPLY CO													
114125	1	I	11/14/2012	10/05/2012	18X18X1 AIR FILTER 24EA	134.16		134.16	134.16	30			1
					30-50-2009		RECREATION DEPT		MATERIALS				
	2	I			20X20X1 AIR FILTER 36EA	117.72		117.72	117.72	30			1
					30-50-2009		RECREATION DEPT		MATERIALS				
* INVOICE TOTALS					251.88		251.88		251.88				
** VENDOR TOTALS *					251.88		251.88		251.88				
6624 CITY OF WICHITA													
33399	1	I	11/14/2012	10/31/2012	SAP PRAIRIE ELEMENTRY	160.00		160.00	160.00	30			1
					30-50-2094		RECREATION DEPT		LATCHKEY PROG				
** VENDOR TOTALS *					160.00		160.00		160.00				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHK	SQ
				RECREATION DEPART	5906.31		5906.31		5906.31				
				RECREATION DEPART	6400.31		6400.31		6400.31				
				HAYSVILLE HISTORICAL FUND									
				1319 COUNTRY BOYS CARRIAGE									
PO 11568	1 I	11/14/2012	11/06/2012	CARRIAGE RIDES FOR CHRI	400.00		400.00		400.00	32			1
				** VENDOR TOTALS *	400.00		400.00		400.00				
				2183 BILL GREEN									
PO 11580	1 I	11/14/2012	11/06/2012	HORSE RIDES FOR CHRISTM	35.00		35.00		35.00	32			1
				** VENDOR TOTALS *	35.00		35.00		35.00				
				2367 HAYSVILLE TRUE VALUE									
OCT 2012	10 I	11/14/2012	11/08/2012	MONTHLY HARDWARE SUPPLI	2.29		2.29		2.29	32			1
				** VENDOR TOTALS *	2.29		2.29		2.29				
				HAYSVILLE HISTORI	437.29		437.29		437.29				
				HAYSVILLE HISTORI	437.29		437.29		437.29				
				FEDERAL LAW ENF. TRUST									
				1175 CITY OF DERBY									
po 11661	1 I	11/14/2012	11/09/2012	COOP DEVELOPE FIREARMS	30000.00		30000.00		30000.00	33			1
				** VENDOR TOTALS *	30000.00		30000.00		30000.00				
				FEDERAL LAW ENF T	30000.00		30000.00		30000.00				
				FEDERAL LAW ENF.	30000.00		30000.00		30000.00				
				CAPITAL IMPROVEMENTS									
				4750 PROFESSIONAL ENGINEERING									
510012	1 I	11/14/2012	10/30/2012	E GRAND STREET IMPROVEM	90000.00		90000.00		90000.00	36			1
				** VENDOR TOTALS *	90000.00		90000.00		90000.00				
				5320 SECURITY 1ST TITLE LLC									
71089	1 I	11/14/2012	10/19/2012	OWNERSHIP LIST	3740.00		3740.00		3740.00	36			1
				** VENDOR TOTALS *	3740.00		3740.00		3740.00				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
				CAPITAL IMPROVEME	93740.00		93740.00		93740.00				
				CAPITAL IMPROVEME	93740.00		93740.00		93740.00				
				SPECIAL PARK IMPR RESERVE									
				774 BIG A WHOLESALE ELECTRIC									
179689	1 I	11/14/2012	10/22/2012	C-H 2P CONTACTOR 2EA	21.00		21.00		21.00	51			1
				** VENDOR TOTALS *	21.00		21.00		21.00				
				996 CAPITAL ONE BANK N A									
OCT 2012	10 I	11/14/2012	11/08/2012	KING ARCH-DISC GOLF SPH	139.60		139.60		139.60	51			1
				** VENDOR TOTALS *	139.60		139.60		139.60				
				2150 GRAINGER									
9952222538	1 I	11/14/2012	10/15/2012	CONTACT BLOCK 22 MM #ZB	28.00		28.00		28.00	51			1
				** VENDOR TOTALS *	28.00		28.00		28.00				
9953141273	1 I	11/14/2012	10/16/2012	CONTACT BLOCK 22 MM #ZB	11.35		11.35		11.35	51			1
				** VENDOR TOTALS *	39.35		39.35		39.35				
				5430 SHERWIN-WILLIAMS COMPANY									
9147-1	1 I	11/14/2012	11/05/2012	1 GALLON ACRYLIC GLOSS	53.29		53.29		53.29	51			1
				** VENDOR TOTALS *	53.29		53.29		53.29				
				6178 VALLEY FEED & SEED INC									
3817	1 I	11/14/2012	9/28/2012	250# PLAYGROUND RYE BLE	344.75		344.75		344.75	51			1
				** VENDOR TOTALS *	344.75		344.75		344.75				
				RESERVE/PROJECT F	597.99		597.99		597.99				
				SPECIAL PARK IMPR	597.99		597.99		597.99				
				TN 2012 COUNTRY PLAZA VIL									
				4750 PROFESSIONAL ENGINEERING									
510026	1 I	11/14/2012	10/30/2012	PAVING COUNTRY PLAZA VI	339.65		339.65		339.65	94			1
				** VENDOR TOTALS *	339.65		339.65		339.65				
				RESERVE/PROJECT F	339.65		339.65		339.65				
				TN 2012 COUNTRY P	339.65		339.65		339.65				

HKMESSAGE
09.29.11

Fri Nov 9, 2012 11:11 AM

City of Haysville
SCHEDULED CLAIMS LIST

OPER: SA

PAGE 30

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

				BANK TOTALS	230113.40		230113.40		230113.40				
				TOTAL MANUAL CHECKS					.00				
				TOTAL E-PAYMENTS					.00				
				TOTAL PURCH CARDS					.00				
				TOTAL OPEN PAYMENTS					230113.40				
				GRAND TOTALS	230113.40		230113.40		230113.40				

VENDOR NO NAME	PAYMENT AMT
5320 SECURITY 1ST TITLE	3,500.00
	=====
REPORT TOTAL	3,500.00

FUND	NAME	TOTAL
36	CAPITAL IM	3,500.00
		=====
	TOTAL	3,500.00

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

INTRUST														
CAPITAL IMPROVEMENTS														
5320 SECURITY 1ST TITLE LLC														
PO 11557	1 I	11/06/2012	11/06/2012	MARK GREEN, 7101 S HYDR CLOSING COSTS - NOV 7 2	1000.00		1000.00		1000.00	36				1
								36-56-3001	CAP IMPR MISCELLANEOUS PROJECT					
PO11558	1 I	11/06/2012	11/06/2012	R & S LONG, 234 TIMBER CLOSING COSTS, NOV 6 20	2500.00		2500.00		2500.00	36				2
								36-56-3001	CAP IMPR MISCELLANEOUS PROJECT					
				** VENDOR TOTALS *	3500.00		3500.00		3500.00					
				CAPITAL IMPROVEME	3500.00		3500.00		3500.00					
				CAPITAL IMPROVEME	3500.00		3500.00		3500.00					
				BANK TOTALS	3500.00		3500.00		3500.00					
				TOTAL MANUAL CHECKS					.00					
				TOTAL E-PAYMENTS					.00					
				TOTAL PURCH CARDS					.00					
				TOTAL OPEN PAYMENTS					3500.00					
				GRAND TOTALS	3500.00		3500.00		3500.00					

VENDOR NO NAME	PAYMENT AMT
2682 INTERLINGUAL SERVICES	90.00
3230 KS GAS SERVICE-PRIMARY	927.69
3502 KONICA MINOLTA PREMIERE	189.15
5320 SECURITY 1ST TITLE	2,500.00
6300 WAL-MART COMMUNITY	181.47
	=====
REPORT TOTAL	3,888.31

FUND	NAME	TOTAL
01	GENERAL FU	259.55
10	SEWER FUND	604.09
11	WATER FUND	64.43
21	STREET FUN	36.92
30	RECREATION	423.32
36	CAPITAL IM	2,500.00
		=====
	TOTAL	3,888.31

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

INTRUST GENERAL FUND													
3230 KANSAS GAS SERVICE													
OCT 2012	1	I	11/01/2012	10/29/2012	MONTHLY GAS SERVICES	48.88		48.88	48.88	01			1
								01-02-2013					
					** VENDOR TOTALS *	48.88		48.88	48.88				
					POLICE	48.88		48.88	48.88				
2682 LU ANN RIVERA													
2012/2761	1	I	11/01/2012	10/24/2012	INTERPRETER-A ARTEAGA 9	45.00		45.00	45.00	01			1
								01-06-2012					
					2 I INTERPRETER-A ARTEAGA 9	45.00		45.00	45.00	01			1
								01-06-2012					
					* INVOICE TOTALS	90.00		90.00	90.00				
					** VENDOR TOTALS *	90.00		90.00	90.00				
					MUNICIPAL COURT	90.00		90.00	90.00				
3230 KANSAS GAS SERVICE													
OCT 2012	2	I	11/01/2012	10/29/2012	MONTHLY GAS SERVICES	69.50		69.50	69.50	01			1
								01-09-2003					
					** VENDOR TOTALS *	69.50		69.50	69.50				
					CITY BUILDINGS &	69.50		69.50	69.50				
3230 KANSAS GAS SERVICE													
OCT 2012	3	I	11/01/2012	10/29/2012	MONTHLY GAS SERVICES	51.17		51.17	51.17	01			1
								01-12-2003					
					** VENDOR TOTALS *	51.17		51.17	51.17				
					SENIOR CENTER	51.17		51.17	51.17				
					GENERAL FUND	259.55		259.55	259.55				
SEWER FUND													
3230 KANSAS GAS SERVICE													
OCT 2012	4	I	11/01/2012	10/29/2012	MONTHLY GAS SERVICES	604.09		604.09	604.09	10			1
								10-30-2003					
					** VENDOR TOTALS *	604.09		604.09	604.09				
					SEWER	604.09		604.09	604.09				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHK	SQ	CK
RECREATION DEPART					423.32		423.32		423.32					
CAPITAL IMPROVEMENTS														
5320 SECURITY 1ST TITLE LLC														
PO 11556	1	I	10/31/2012	10/30/2012	CHANTIVONG, 7109 HYDRAU	2500.00		2500.00	2500.00	36				1
CLOSING COSTS - OCT 31,														
** VENDOR TOTALS *					2500.00		2500.00		2500.00					
CAPITAL IMPROVEME					2500.00		2500.00		2500.00					
CAPITAL IMPROVEME					2500.00		2500.00		2500.00					
BANK TOTALS					3888.31		3888.31		3888.31					
TOTAL MANUAL CHECKS									.00					
TOTAL E-PAYMENTS									.00					
TOTAL PURCH CARDS									.00					
TOTAL OPEN PAYMENTS									3888.31					
GRAND TOTALS					3888.31		3888.31		3888.31					

VENDOR NO NAME	PAYMENT AMT
5320 SECURITY 1ST TITLE	1,000.00
	=====
REPORT TOTAL	1,000.00

FUND	NAME	TOTAL
36	CAPITAL IM	1,000.00
		=====
	TOTAL	1,000.00

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

INTRUST													
CAPITAL IMPROVEMENTS													
5320 SECURITY 1ST TITLE LLC													
PO 11551	1 I	10/25/2012	10/24/2012	BARTON MCGUIRE - 300 HA CLOSING COSTS - OCT 29	1000.00		1000.00		1000.00	36			1
					36-56-3001		CAP IMPR MISCELLANEOUS PROJECT						
** VENDOR TOTALS *					1000.00		1000.00		1000.00				
CAPITAL IMPROVEME					1000.00		1000.00		1000.00				
CAPITAL IMPROVEME					1000.00		1000.00		1000.00				
BANK TOTALS					1000.00		1000.00		1000.00				
TOTAL MANUAL CHECKS									.00				
TOTAL E-PAYMENTS									.00				
TOTAL PURCH CARDS									.00				
TOTAL OPEN PAYMENTS									1000.00				
GRAND TOTALS					1000.00		1000.00		1000.00				

OCTOBER TRANSFERS

TRANSFER TO:	DESCRIPTION	FUND	AMOUNT	TOTAL
Capital Improvements	Transfer 1/2 Sales/Use Tax/September Collection	General Fund	62,057.58	62,057.58
General - Office Rent	Transfer for October 2012	Wastewater Water	150.00 150.00	300.00
W/W Revenue Bond Debt Service	Transfer for October 2012	Wastewater	32,980.42	32,980.42
W/W G.O. Bond Debt Service Fund	Transfer for October 2012	Wastewater	5,642.15	5,642.15
General	Transfer Employee Benefits - October 2012	Wastewater	4,933.56	4,933.56
General	Transfer Employee Benefits - October 2012	Water	7,189.53	7,189.53
General	Transfer Employee Benefits - October 2012	Street	3,829.58	3,829.58
General	Transfer Employee Benefits - October 2012	Stormwater	637.24	637.24
Debt Service	Transfer for Payment of 2010 Bond Issue	Stormwater	65,235.08	65,235.08
General	Transfer Shared Office Expense	Wastewater	4,250.00	4,250.00
General	Transfer Shared Office Expense	Water	4,350.00	4,350.00
General	Transfer Shared Office Expense	Street	2,750.00	2,750.00

11-5-12

To: Street Crew (Boes) ^{Notes}

Won't speak for anyone else; But — just wanted to say "THANK YOU ALL" for repairing those awfull bumpy dips in our neighborhood.

Such a BIG difference that does make — when driving!

Thank you again!

Ernestine W. Sherman

P.S. Cone + barricade laying along Cottonwood —

Thank you





CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Public Works Director

Date: 10/22/12

Address of Request: 1001 W. Grand

(please complete a separate form for each property)

The following action is being requested:

Complaint received about this property always having the trash carts sitting out by the street at all times rather than just on pick-up day. Please check and see if this property is in violation of code in this regard. Thanks.

Please:

- Check into this
- Contact me to discuss this further by phone or email (circle one)
- Get me information regarding this
- Other

Submitted By:

Name: Mike Kanaga

Phone #: 316-390-6490

Email kanaga4@cox.net

COMPLETED

FIRST RESPONSE:

Remarks from staff:

On 10-22-12 we were able to verify the violation. Chad Bettles issued a door hanger on the residence and was able to visit with the occupant. He informed her of the requirement to only have carts on the curb on the trash service day. She immediately corrected the problem.

-Chief Whitfield

Signature:

Date: 10.22.12

UPDATE:

Remarks from staff

Signature:

Date:

No Supporting Documents