

CITY OF HAYSVILLE

Agenda

March 25, 2019

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastor Kurt Henson, Haysville Christian Church

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of March 11th, 2019](#)

ITEM #1 CITIZENS TO BE HEARD

- A. Sedgwick County Fire Department

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [Southampton Estates Bond Sale](#)
 - a. Acceptance of Bid and Authorization to Sell Bonds to Best Bidder
 - b. [AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.](#)
 - c. [A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. \[\] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.](#)

ITEM #4 NOTICES AND COMMUNICATIONS

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

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

- A. [Consideration of Insurance Renewal](#)
- B. [Review of Proposed Changes to Personnel Manual](#)
- C. [Presentation of Annual Street Survey](#)

ITEM #7 DEPARTMENT REPORTS

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

ITEM #8 APPOINTMENTS

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

ITEM #11 BILLS TO BE PAID

- A. [Bills to be Paid for the Last Half of March](#)

ITEM #12 CONSENT AGENDA

ITEM #13 COUNCIL ITEMS

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

ITEM #14 ADJOURNMENT

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

Roll was taken by Recording Secretary Ginger Cullen: Kessler here, Walters here, Rardin here, Benner here, Parton here, Crum here, Thompson here. Councilperson Pat Ewert was not present.

Invocation was given by Pastor David Vetter of the West Haysville Baptist Church.

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

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of February 25th, 2019.

Motion by Kessler – Second by Rardin

I make a motion we approve the minutes of February 25th, 2019.

Kessler yea, Walters yea, Rardin yea, Benner abstain, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

There were no Citizens to be Heard.

There were no Licenses or Bonds for approval.

Under Introduction of Ordinances and Resolutions, Mayor Bruce Armstrong presented A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS. Bret Shogren of George K Baum and Company was present to review the process of selling \$260,000.00 in General Obligation bonds and advised bids would be reviewed on March 25th before being presented to Council for consideration. Shogren recommended approval of the resolution in order to move forward.

Motion by Crum – Second by Parton

I'll go ahead and make a motion that we approve the RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATIONS BONDS, SERIES 2019-B OF THE CITY OF HAYSVILLE, KANSAS as presented.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Introduction of Ordinances and Resolutions, Mayor Bruce Armstrong presented AN ORDINANCE REGULATING THE SALE OF CEREAL MALT BEVERAGE AND BEER CONTAINING NOT MORE THAN 6% ALCOHOL BY VOLUME WITHIN THE CITY OF HAYSVILLE, KANSAS; REPEALING CHAPTER III ARTICLE 1 OF THE CODE OF THE CITY OF HAYSVILLE; AND REVISING CHAPTER 3, ARTICLE 3-401 OF THE CODE OF THE CITY OF HAYSVILLE. Mayor Armstrong advised rules regarding the sale of beer were changed at the state level, and changes were

Regular Council Meeting

March 11, 2019

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needed to the City's ordinance in order to remain compliant. City Attorney Josh Pollak was available to answer questions from Council. He explained that the ordinance presented is an amalgamation of a sample ordinance made available by the Kansas League of Municipalities and the City's existing ordinance.

Motion by Parton – Second by Thompson

I make a motion we adopt the ORDINANCE REGULATING THE SALE OF CEREAL MALT BEVERAGE AND BEER CONTAINING NOT MORE THAN 6% ALCOHOL BY VOLUME WITHIN THE CITY OF HAYSVILLE, KANSAS; REPEALING CHAPTER III ARTICLE 1 OF THE CODE OF THE CITY OF HAYSVILLE; AND REVISING CHAPTER 3, ARTICLE 3-401 OF THE CODE OF THE CITY OF HAYSVILLE.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.
Motion declared carried.

Under Notices and Communications, Mayor Bruce Armstrong called for Governing Body Announcements. Councilperson Steve Crum reviewed upcoming events at the library and well as USD 261 sports updates. Mayor Armstrong advised of upcoming events at the Senior Center.

Under Notices and Communications, Mayor Bruce Armstrong presented a Memo to Council Regarding a Drinking Establishment License, a Letter from Representative J. C. Moore Regarding House Bill 2135, and Emails from Cox Communications Regarding Network Negotiations and Channel Changes.

There was no Old Business.

Under Other Business, Mayor Bruce Armstrong introduced Consideration of Agreement with KDOT Regarding North Main Street. Mayor Armstrong advised this was necessary to progress with the Main Street reconstruction project.

Motion by Benner – Second by Rardin

I make a motion that we approve the Agreement with KDOT Regarding North Main Street work.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.
Motion declared carried.

Under Other Business, Mayor Bruce Armstrong introduced Consideration of Taser Replacement. Police Chief Jeff Whitfield advised the current inventory of Tasers was purchased in 2009 and is no longer supported by the manufacturer. He advised the equipment replacement plan would call for the new Tasers to be replaced in five years at the end of their manufacturer warranty. He requested authorization to purchase 12 Taser X2 CEW weapons from Axon for \$24,939.00, to be paid from the Federal Law Enforcement Trust.

Regular Council Meeting

March 11, 2019

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Motion by Crum – Second by Parton

If there's no other discussion, I'll go ahead and make a motion that we approve the bid for the new Tasers for \$24,939.00 as presented.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong introduced Consideration of 2019 Abatement Provider. Mayor Armstrong advised RFP's were sent out to four providers and only received one reply. He advised the contract is the same as last year.

Motion by Parton – Second by Benner

I make a motion we approve JoJac's as the 2019 Abatement Provider.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong introduced Consideration of Party in the 060 Special Event Permit for the Sale of Alcohol/CMB. Economic Development Director Zach McHatton presented details of the request and was available to answer questions from Council.

Motion by Rardin – Second by Parton

I make a motion we approve the Special Permit for the 060.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Mayor Bruce Armstrong asked for Department Reports.

Chief Administrative Officer Will Black had nothing to report

City Clerk Janie Cox had nothing to report.

Police Chief Jeff Whitfield advised the visiting officer was Police Officer Matt Trelow. Chief Whitfield also advised Coffee with a Cop would be on Wednesday, March 13th from 8:00 to 9:30 a.m. at McDonald's. Finally, Chief Whitfield stated that the monthly Police Department report was in the packet and advised a memo regarding the retirement and replacement of K-9 officer Rox was included as well.

Public Works Director Tony Martinez and Recreation Director Georgie Carter were not present. Mayor Armstrong instead showed drone footage of progress being made at Dorner Park. Mayor Armstrong also advised dirt work on the lake should begin on March 13th, weather permitting. Discussion also occurred regarding soccer being hosted at Dorner Park in the spring. Councilperson Janet Parton asked about parking and Mayor Armstrong advised a parking lot would be constructed south of the soccer fields to supplement the cut-in parking along the roadway.

Regular Council Meeting

March 11, 2019

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There were no Appointments.

There were no Off Agenda Citizens to be Heard.

There was no Executive Session.

Under Bills to be Paid, Mayor Bruce Armstrong presented the Bills to be Paid for the First Half of March.

Motion by Parton – Second by Walters

I make a motion we pay the bills for the first half of March.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

There was nothing under the Consent Agenda.

Under Council Items, Mayor Bruce Armstrong asked for Council Concerns. Councilperson Janet Parton advised she received calls about the boiler system at the Library. Mayor Armstrong stated the boiler and a leaky roof issue are being addressed. Councilperson Steve Crum advised the library director stated personnel did not have access to temperature control at the library. Mayor Armstrong advised that was being addressed as well. Crum also shared details about the Haysville Healthy Habits 060 Walks walking competition.

There were no Council Action Request Updates.

Mayor Bruce Armstrong presented for approval Adjournment.

Motion by Kessler – Second by Rardin

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

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

The Regular Council Meeting adjourned at 7:29 p.m.

Janie Cox, City Clerk

Return
to
Agenda

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON MARCH 25, 2019**

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

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2019-B, dated April 30, 2019, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

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

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

Yea: _____.

Nay: _____.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

Yea: _____.

Nay: _____.

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

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 19-[____], and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS

Dated: April 30, 2019
Series 2019-B
Good Faith Deposit: None

Sale Date: March 25, 2019
11:00 a.m. A.M., Central Time
Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B
(BID OF PURCHASER)

ORDINANCE NO. []

OF

THE CITY OF HAYSVILLE, KANSAS

PASSED

MARCH 25, 2019

**GENERAL OBLIGATION BONDS
SERIES 2019-B**

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Southampton Estates 3 rd Addition – Paving and Drainage Improvements	18-01	12-6a01 <i>et seq.</i>	\$126,307.55
Southampton Estates 3 rd Addition and Southampton Estates Addition – Sanitary Sewer Improvements	18-02	12-6a01 <i>et seq.</i>	41,214.15
Southampton Estates 3 rd Addition – Storm Water Drain Improvements	18-03	12-6a01 <i>et seq.</i>	73,601.13
Southampton Estates 3 rd Addition – Water Distribution Line Improvements	18-04	12-6a01 <i>et seq.</i>	<u>18,877.17</u>
Total:			\$260,000.00

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$260,000, with all of said cost to be paid by the owners of the property within the City benefited by the Improvements; and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$260,000* of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; and

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

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

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

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

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

“**Bonds**” means the City's General Obligation Bonds, Series 2019-B, dated April 30, 2019, authorized by this Ordinance.

“**City**” means the City of Haysville, Kansas.

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

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

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

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

“**Refunded Notes**” means the Series B, 2018 Notes in the aggregate principal amount of \$340,000.

“**Series B, 2018 Notes**” means the City's General Obligation Temporary Notes, Series B, 2018, dated March 15, 2018.

“**State**” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2019-B, of the City in the principal amount of \$260,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay costs of issuance of the Bonds and (c) retire the Refunded Notes.

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

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council on March 25, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on March 25, 2019; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Haysville Sun-Times* on April 4, 2019.

DATED: April 4, 2019.

Clerk

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(PUBLISHED IN *HAYSVILLE SUN-TIMES* ON APRIL 4, 2019)

SUMMARY OF ORDINANCE NO. [____]

On March 25, 2019, the governing body of the City of Haysville, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2019-B Bonds approved by the Ordinance are being issued in the principal amount of \$260,000*, to finance certain internal improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 200 W. Grand, P.O. Box 404, Haysville, Kansas 67060-0404. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.haysville-ks.com.

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

DATED: March 25, 2019.

City Attorney

RESOLUTION NO. 19-[]

OF

THE CITY OF HAYSVILLE, KANSAS

ADOPTED

MARCH 25, 2019

**GENERAL OBLIGATION BONDS
SERIES 2019-B**

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RESOLUTION NO. 19-[]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THTHE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$260,000* to pay the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2019-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

“City” means the City of Haysville, Kansas.

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

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

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2019-B created pursuant to *Section 501* hereof.

“Dated Date” means April 30, 2019.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2019-B created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing October 1, 2019.

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

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

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

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

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

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
Fax: [Fax]

(d) To the Rating Agency(ies):

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

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

“Notice Representative” means:

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

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

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

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

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

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

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

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

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

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

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

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

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

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable

redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means the Series B, 2018 Notes in the aggregate principal amount of \$340,000.

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

“Refunded Notes Redemption Date” means May 1, 2019.

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

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

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

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

“Series B, 2018 Notes” means the Issuer's General Obligation Temporary Notes, Series B, 2018, dated March 15, 2018.

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

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

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

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

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2039.]

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

[**“2039 Term Bonds”** means the Bonds scheduled to mature in the year 2039.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2039 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$260,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

SERIAL BONDS

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$[10,000	2030	\$[15,000
2021	10,000	2031	15,000
2022	10,000	2032	15,000
2023	10,000	2033	15,000
2024	10,000	2034	15,000
2025	10,000	2035	15,000
2026	10,000	2036	15,000
2027	10,000	2037	15,000
2028	10,000	2038	20,000
2029	10,000]	2039	20,000]

[TERM BONDS

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
<u>October 1</u> 2039	\$ _____	_____ %]

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

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

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

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

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

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a

Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section.

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest

on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be

imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

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

Section 210. [Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar

or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated March 11, 2019, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

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

*Final Maturity

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

<u>Principal Amount</u> \$	<u>Year</u>
	[]*

*Final Maturity]

(c) *2039 Term Bonds.*] The 2039 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2039 Term Bonds:

**Principal
Amount**
\$

Year

2039*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond

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

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

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

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

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

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption

in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

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

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

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

ARTICLE V

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

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

- (a) Redemption Fund for Refunded Notes.
- (b) Debt Service Account for General Obligation Bonds, Series 2019-B (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2019-B.

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

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

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

Section 503. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded

Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

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

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

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

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds.

If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

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

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

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

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

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as

possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Council on March 25, 2019.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on March 25, 2019, as the same appears of record in my office.

DATED: March 25, 2019.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER __**

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF HAYSVILLE
GENERAL OBLIGATION BOND
SERIES 2019-B**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: April 30, 2019**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Haysville, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019 (the “Interest Payment Dates”), until the Principal Amount has been paid.

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

Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed]. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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

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

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

CITY OF HAYSVILLE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2019-B, of the City of Haysville, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: 1120-087-043019-[]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2019-B,” aggregating the principal amount of \$260,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

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

LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Haysville, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of April 30, 2019.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
 Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
 Treasurer of the State of Kansas

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$260,000*

CITY OF HAYSVILLE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2019-B**

DATED APRIL 30, 2019

Legal Opinion

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

CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B

DATED APRIL 30, 2019

CLOSING LIST

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

1. City of Haysville, Kansas (the “Issuer”) [*Original + electronic*]
2. Joshua A. Pollak, Esq., Haysville, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [*Original*]
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. [Purchaser], [Purchaser City, State] (the “Original Purchaser”)
6. George K. Baum & Company, Wichita, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Southampton Estates 3rd Addition – Paving and Drainage Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-01
 - Resolution No. 18-01 authorizing paving and drainage improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-01

2. **Southampton Estates 3rd Addition and Southampton Estates Addition – Sanitary Sewer Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-02
 - Resolution No. 18-02 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-02

3. **Southampton Estates 3rd Addition – Storm Water Drain Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-03
 - Resolution No. 18-03 authorizing storm water drain improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-03

4. **Southampton Estates 3rd Addition – Water Distribution Line Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-04
 - Resolution No. 18-04 authorizing water distribution line improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-04

SPECIAL ASSESSMENT PROCEEDINGS

5. Excerpt of Minutes of the governing body meeting accepting certain documents and evidencing passage of Ordinance No. 1058
Exhibit A – Statement of Final Costs
Exhibit B – Assessment Roll Certification
Exhibit C – Waiver of Assessment Proceedings
6. Ordinance No. 1058 levying special assessments
7. Summary of Ordinance No. 1058 and affidavit of publication thereof
8. Certificate of Mailing – Notice of Assessment
9. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

10. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 19-04
11. Resolution No. 19-04 authorizing the offering for sale of the Bonds
12. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
13. Affidavit of publication of Notice of Intent to Seek Private Placement in the ***Haysville Sun-Times***
14. Affidavit of publication of Notice of Intent to Seek Private Placement in the ***Kansas Register***

15. Official Statement
16. Excerpt of Minutes evidencing passage of Ordinance No. [_____] and adoption of Resolution No. 19-[_____]
17. Ordinance No. [_____] authorizing the issuance of the Bonds
18. Summary of Ordinance No. [_____] and affidavit of publication thereof
19. Resolution No. 19-[_____] prescribing the form and details of the Bonds

CLOSING DOCUMENTS

20. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
21. Uniform Facsimile of Signature Certificate
22. Authorization of State Treasurer to use facsimile signature and seal
23. Specimen Bond and Bond Printer's Certificate
24. Agreement Between Issuer and Agent
25. [DTC Blanket Letter of Representations]
26. Closing Certificate
27. Federal Tax Certificate
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - Exhibit D* – Description of Property Comprising the Financed Improvements
 - Exhibit E* – Sample Annual Compliance Checklist
 - Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

28. Approving legal opinion of Gilmore & Bell, P.C.
29. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

30. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019

The undersigned Mayor and Clerk of the City of Haysville, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and do hereby certify as of March 25, 2019, as follows:

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

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

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

4. Newspaper. The *Haysville Sun-Times* was the official newspaper of the Issuer at all times during these proceedings.

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

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

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Bruce Armstrong	Mayor	04/13 to 01/22
Daniel Benner	Council President	01/19 to 01/20
	Councilmember	04/13 to 01/22
Steve Crum	Councilmember	04/13 to 01/22
Dale Thompson	Councilmember	04/15 to 01/20
Janet Parton	Councilmember	04/17 to 01/20
Patricia Ewert	Councilmember	04/05 to 01/22
Bob Rardin	Councilmember	04/11 to 01/20
Danny Walters	Councilmember	01/18 to 01/22

Russ Kessler
Janie Cox

Councilmember
Clerk/Treasurer

04/11 to 01/20
06/11 to DATE

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

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.*, as amended, Ordinance No. [] and Resolution No. 19-[] of the Issuer duly adopted by the Governing Body of the Issuer on March 25, 2019 (collectively the “Bond Resolution”) for the purpose of retiring on May 1, 2019 the following temporary notes of the Issuer, issued to temporarily finance certain internal improvements (the “Refunded Notes”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Date</i>	<i>Amount</i>
General Obligation Temporary Notes	B, 2018	March 15, 2018	August 1, 2019	\$340,000

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

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

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

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2019 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$59,323,025
Tangible Valuation of Motor Vehicles	<u>11,333,570</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$70,656,595

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the

Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2019-B, Dated April 30, 2019, of the City of Haysville, Kansas

Sources of Funds:

Principal Amount of the Bonds	\$260,000*.00
[Original Issue Premium]	
[Original Issue Discount]	-
Total	\$

Uses of Funds:

Deposit to Redemption Fund	
[Deposit to Debt Service Account]	
Costs of Issuance	
Total	\$

EXHIBIT B

CITY OF HAYSVILLE, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of April 30, 2019)**

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
General Obligation Bonds, Series 2010	04/15/10	10/01/19	\$ 4,055,000	\$ 340,000	\$ 135,490
General Obligation Bonds, Series 2011	11/01/11	10/01/32	107,000	80,000	0
General Obligation Refunding and Improvement Bonds, Series 2012	07/01/12	10/01/19	3,930,000	380,000	124,640
General Obligation Bonds, Series 2014	06/01/14	10/01/29	369,000	295,000	0
General Obligation Refunding Bonds, Series 2016	02/01/16	10/01/30	6,455,000	5,605,000	1,607,514
General Obligation Bonds, Series 2018	08/30/18	10/01/33	785,000	785,000	0
General Obligation Bonds, Series 2019-A	01/31/19	10/01/39	820,000	820,000	460,539
General Obligation Bonds, Series 2019-B	04/30/19	10/01/39	260,000*	<u>260,000*</u>	<u>133,693*</u>
	Total			<u>\$8,565,000</u>	<u>\$2,461,876</u>

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt from Debt Limit
General Obligation Temporary Notes, Series B, 2018	03/15/18	08/01/19	\$ 340,000*	\$ 0	\$ 0
General Obligation Temporary Notes, Series A, 2019	01/08/19	10/01/20	1,165,000	<u>1,165,000</u>	<u>431,933</u>
	Total			<u>\$ 1,165,000</u>	<u>\$431,933</u>

*To be retired from the proceeds of the Bonds and certain other funds.

AGREEMENT BETWEEN ISSUER AND AGENT

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019

THIS AGREEMENT, dated as of April 30, 2019, between the City of Haysville, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

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

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$[325], based on a percentage of the aggregate principal amount of the Securities as follows:

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

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

IV. STANDARD OF PERFORMANCE

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

A. *STATEMENTS OF OWNERSHIP*

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

B. *CERTIFICATED SECURITIES*

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

C. ***INTEREST CALCULATIONS***

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

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

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

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

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

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit

of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

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

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

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

I. **MISCELLANEOUS**

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

J. **REPORTS**

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

K. **CONSTRUCTION**

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

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CITY OF HAYSVILLE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

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

(SEAL)

By _____
Director of Bond Services

ATTACHMENT "A"

SAMPLE

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

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

[APPENDIX I

**NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B, DATED APRIL 30, 2019**

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. 19-[] (the “Bond Resolution”) of the City of Haysville, Kansas (the “Issuer”) that a portion of the above-mentioned bonds (the “Bonds”) scheduled to mature in [2039][][] (the “Called Bonds”), have been called for mandatory redemption and payment on October 1, [] (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas (the “Bond Registrar and Paying Agent”).

<u>[Nos.]</u>	<u>Maturity Date</u> <u>(October 1)</u> [] 2039	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
---------------	---	-----------------------------------	--------------------------------	-------------------------------

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

CITY OF HAYSVILLE, KANSAS

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

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

**\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on April 30, 2019 (the "Closing Date"), the City of Haysville, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [Purchaser], [Purchaser City, State], as the Underwriter (the "Underwriter") in distributing the Bonds.

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

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

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CITY OF HAYSVILLE, KANSAS

Dated: March 25, 2019

By: _____
Clerk

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

Dated: _____

By: _____
Title: Director of Bond Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Bonds.

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____]

[Re: General Obligation Bonds, Series 2019-B, dated April 30, 2019, of the City of Haysville, Kansas

Dated: April 30, 2019.

The formal Closing of the above-referenced Bonds has occurred, and DTC is hereby authorized to distribute the Bonds as previously agreed:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

The Closing of the above-referenced Bonds did not occur and DTC is requested to return the Bonds to the custody, control and possession of the Agent:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer]

CLOSING CERTIFICATE

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019

The undersigned Mayor and Clerk of the City of Haysville, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and certify as of April 30, 2019 (the “Issue Date”), as follows:

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

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the “Transcript”), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated March 25, 2019 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.*, as amended, Ordinance No. [] and Resolution No. 19-[] of the Issuer duly adopted by the Governing Body of the Issuer on March 25, 2019 (collectively the “Bond Resolution”) for the purpose of retiring on May 1, 2019 the following temporary notes of the Issuer, issued to temporarily finance certain internal improvements (the “Refunded Notes”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
General Obligation Temporary Notes	B, 2018	March 15, 2018	August 1, 2019	\$340,000

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

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated March 11, 2019 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

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

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

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Mayor

(SEAL)

Clerk

[FORM OF BOND COUNSEL OPINION]

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

[April 30, 2019]

Governing Body
City of Haysville, Kansas

[Purchaser]
[Purchaser City, State]

Re: \$260,000* General Obligation Bonds, Series 2019-B, of the City of Haysville, Kansas, Dated April 30, 2019

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

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

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

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

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

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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

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

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

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

GILMORE & BELL, P.C.

GJH:rrd/jkm

FEDERAL TAX CERTIFICATE

Dated as of April 30, 2019

OF

THE CITY OF HAYSVILLE, KANSAS

\$260,000*
GENERAL OBLIGATION BONDS
SERIES 2019-B

FEDERAL TAX CERTIFICATE

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- E. SAMPLE ANNUAL COMPLIANCE CHECKLIST

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”), is executed as of April 30, 2019 (the “Issue Date”), by the City of Haysville, Kansas (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$260,000* principal amount of General Obligation Bonds, Series 2019-B (the “Bonds”), under the Bond Resolution (as herein defined), for the purposes described in this Tax Certificate and in the Bond Resolution.

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

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

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

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

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

Article I

DEFINITIONS

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

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

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

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

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

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

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

“Bond Resolution” means Ordinance No. [] and Resolution No. 19-[] of the Issuer duly adopted by the governing body of the Issuer on March 25, 2019, as originally executed by the Issuer, as amended and supplemented in accordance with the provisions of the Bond Resolution.

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

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

“Deemed Designated Portion” means, with respect to Code § 265, \$260,000* principal amount of the Bonds utilized to retire the principal of the Refunded Obligations.

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

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

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

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

- (1) Refunded Notes Redemption Fund.
- (2) Debt Service Account.
- (3) Costs of Issuance Account.

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

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

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

“IRS” means the United States Internal Revenue Service.

“Issue Date” means April 30, 2019.

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

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

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

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

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

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

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

“Original Obligations” means the Series B, 2018 Notes, which were the initial issue of tax-exempt governmental obligations that financed or refinanced a portion of the Financed Improvements.

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

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

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

“Qualified Use Agreement” means any of the following:

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

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

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

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

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

“Refunded Notes” means the Series B, 2018 Notes in the aggregate principal amount of \$340,000.

“Refunded Obligations” means the Refunded Notes.

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

“Series B, 2018 Notes” means the Issuer's General Obligation Temporary Notes, Series B, 2018, dated March 15, 2018.

“State” means the State of Kansas.

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

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

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

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

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

Article II

GENERAL REPRESENTATIONS AND COVENANTS

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

(a) **Organization and Authority.** The Issuer: (1) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Bond Resolution, to enter into, execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.

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

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

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

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

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

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

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

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

(h) **Intentionally Omitted.**

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

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

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

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

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

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

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

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

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

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

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

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

(s) **General Allocation and Accounting.** The portion of the Improvements financed by the Original Obligations and refinanced by the Bonds may have been financed in part with proceeds of the Original Obligations and in part with other funds of the Issuer. The portion of the Improvements financed with proceeds of the Original Obligations is referred to as the Financed Improvements. Attached as **Exhibit D** is a schedule showing the Improvements financed, in whole or in part, with proceeds of the Original Obligations. For purposes of determining Non-Qualified Use, if any, of the Financed Improvements during the Measurement Period, the Issuer will allocate Non-Qualified Use first to the portion of the applicable Improvements financed with other funds of the Issuer and second to the Financed Improvements. During the Measurement Period, the Issuer will, on an annual basis, determine the extent to which Non-Qualified Use exceeds the portion of the applicable Improvements financed with other funds of the Issuer and determine the extent to which the proceeds of the Bonds and the Financed Improvements are used in a Non-Qualified Use.

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

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

Article III

ARBITRAGE CERTIFICATIONS AND COVENANTS

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

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

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

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

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

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

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

Principal Amount	\$260,000*.00
Less Underwriter's Discount	-[]
Plus Original Issue Premium	
Less Original Issue Discount	-
Total Purchase Price	

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

(1) All accrued interest and excess proceeds in the amount of \$[] will be deposited in the Debt Service Account and allocated to pay interest on the Bonds.

(2) The sum of \$[] will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Bonds.

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

(c) **Use of Other Moneys.** In addition to the proceeds of the Bonds, the Issuer will use available amounts representing unspent proceeds of the Refunded Obligations in the amount of \$105,468.89 to retire the Refunded Obligations.

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

Section 3.07 Current Refunding.

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

(b) **Transferred Proceeds.** Any unspent proceeds of the Refunded Obligations will be used to refund the Refunded Obligations. Therefore there are no transferred proceeds of the Bonds.

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

Section 3.09 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.10 Reserve, Replacement and Pledged Funds.

(a) **No Reserve Fund.** No reserve fund has been or will be established for the Bonds.

(b) **No Replacement or Pledged Funds.** None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable

assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

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

Section 3.12 **Issue Price and Bond Yield.**

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

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

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

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

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

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

QUALIFYING COMPETITIVE SALES (REOFFERING PRICES)

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

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

Section 3.13 **Miscellaneous Arbitrage Matters.**

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

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

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

Article IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 **General.**

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

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

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

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

(a) **Record Keeping.** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing from Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of

the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

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

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

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

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

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

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

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

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

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the

Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) **Established Securities Market.** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

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

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

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

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

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

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

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

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

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

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

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

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

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

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

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

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

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

(A) A copy of the Guaranteed Investment Contract.

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

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

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

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

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

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

Section 4.05 **Bonds Exempt from the Rebate Requirement.**

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

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

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

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

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

Article V

MISCELLANEOUS PROVISIONS

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

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

will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

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

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

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

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

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

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

Section 5.09 Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

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

CITY OF HAYSVILLE, KANSAS

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

\$260,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019**

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

Principal Amount	\$260,000*.00
[Plus Bid Premium	_____]
<i>Total Purchase Price.....</i>	\$ _____

DATED: April 30, 2019.

CITY OF HAYSVILLE, KANSAS

By: _____
Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019

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

- 1. Authorized Representative.** The undersigned is the duly authorized representative of the Purchaser.
- 2. Receipt for Bonds.** The Purchaser acknowledges receipt [by the Depository Trust Company on behalf of the Purchaser] on the Issue Date of the Bonds consisting of fully registered [“book-entry-only”] bonds in Authorized Denominations in a form acceptable to the Purchaser.
- 3. Issue Price.**

***[OPTION ONE – GENERAL RULE – USE IF NOT HOLDING THE PRICE:**

(a) **Public Offering.** The Purchaser has offered all the Bonds to the Public in a *bona fide* initial offering to the Public at the offering prices set forth on **Schedule 1** attached to this Certificate (the “Initial Offering Prices”). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used to document the initial offering of the Bond to the Public at the Initial Offering Prices.

(b) **Sale Prices.** As of the date of this Certificate, for each Maturity of the Bonds, the price or prices at which the first 10% of such Maturity was sold to the Public is the respective price or prices listed in **Schedule 2****[, except for the [] Maturit[y][ies] (the “Unsold Maturities”)]**. [All of the Bonds comprising the first 10% of sales for each Maturity were sold at the same price.][**Schedule 2-A** contains documentation of the price, date, time and amount of individual sales that comprise 10% of each such Maturity.] **[With respect to the Unsold Maturit[y][ies]: (i) less than 10% of such Maturit[y][ies] have been sold to the Public; and (ii) promptly following the date that the first 10% of such Maturit[y][ies] is sold to the public, the Purchaser will execute a supplemental certificate substantially in the form attached hereto as **Schedule 3** showing the price or prices at which the first 10% of [each] such Maturity was sold to the public]**.

(c) **Defined Terms.**

(i) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public.)*

****[OPTION TWO – COMBINATION OF GENERAL RULE AND HOLD-THE-OFFERING-PRICE RULE - USE IF AT LEAST 10% OF SOME BUT NOT ALL MATURITIES HAVE BEEN SOLD AND OTHER MATURITIES ARE SUBJECT TO THE HOLD-THE-OFFERING-PRICE RULE:**

(a) **Public Offering.** On or before the sale date of the Bonds (March 25, 2019) the Purchaser offered all the Bonds to the Public in a *bona fide* initial offering at the initial public offering prices set forth on **Schedule 1** attached to this Certificate (the “Initial Offering Prices”). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Bonds to the public at the Initial Offering Prices.

(b) **General Rule Maturities.** As of the date of this Certificate, for each Maturity of the Bonds listed on **Schedule 2** as the “General Rule Maturities,” the price or prices at which the first 10% of each such General Rule Maturity was sold to the Public is the respective price listed in **Schedule 2**. [All of the Bonds comprising the first 10% of sales for each General Rule Maturity were sold at the same price.][**Schedule 2-A** contains documentation of the price, date, time and amount of individual sales that comprise 10% of such General Rule Maturity.]

(c) **Hold-the-Offering Prices.** For each Maturity listed on **Schedule 2** as the “Hold-the-Offering-Price Maturities” in the [**Bond Purchase Agreement**][**Notice of Sale and bid award**], [**and the Agreement Among Underwriters,**] the Purchaser has agreed in writing that (i) it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Purchaser has not offered or sold any Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

(d) **Defined Terms.**

(i) The term “Holding Period” means the period starting on the sale date of the Bonds and ending on the earlier of (A) the close of the fifth business day after such sale date (_____), or (B) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(ii) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iv) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public.)**

***[OPTION THREE – HOLD-THE-OFFERING PRICE RULE – USE IF ALL MATURITIES ARE SUBJECT TO THE HOLD-THE-OFFERING PRICE RULE:

(a) **Public Offering.** On or before the sale date of the Bonds (March 25, 2019) the Purchaser offered all the Bonds to the Public in a *bona fide* initial offering at the prices set forth on **Schedule 1** attached to this Certificate (the “Initial Offering Prices”). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Bonds to the public at the Initial Offering Prices.

(b) **Hold-the-Offering Prices.** For each Maturity listed on **Schedule 1** in the [**Bond Purchase Agreement**][**Notice of Sale and bid award**], [**and the Agreement Among Underwriters,**] the Purchaser has agreed in writing that (i) it would neither offer nor sell any of the bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Purchaser has not offered or sold any Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

(c) **Defined Terms.**

(i) The term “Holding Period” means the period starting on the sale date of the Bonds and ending on the earlier of (A) the close of the fifth business day after such sale date (_____), or (B) the date on which [**the Original Purchaser has**] [**the Original Purchaser Group has**] sold at least 10% of such maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(ii) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iv) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]****

****[OPTION FOUR – QUALIFYING COMPETITIVE SALE RULE - (USE FOR COMPETITIVE SALE WHERE 3 BIDS ARE RECEIVED):

(a) **Public Offering.** The Purchaser offered all of the Bonds to the Public in a *bona fide* initial offering.

(b) **Expected Initial Offering Prices.** As of the sale date of the Bonds (March 25, 2019), the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in *Schedule 1* attached to this Certificate (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Bonds.

(c) **Defined Terms.**

(i) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]****

4. Reliance. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond

Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

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Dated: April 30, 2019.

[PURCHASER]
[PURCHASER CITY, STATE]

By: _____
Title: _____

SCHEDULE 1

[INITIAL OFFERING PRICES][EXPECTED OFFERING PRICES]

[SERIAL BONDS]

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>	<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
2020	\$			2030	\$		
2021				2031			
2022				2032			
2023				2033			
2024				2034			
2025				2035			
2026				2036			
2027				2037			
2028				2038			
2029				2039			

[TERM BONDS]

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
	\$		
2039]

[DO NOT USE THIS SCHEDULE IN QUALIFYING COMPETITIVE SALE RULE SITUATIONS]
[SCHEDULE 1-A

PRICING WIRE DOCUMENTATION]

SCHEDULE 2

[USE THIS TABLE IF GENERAL RULE/SALE PRICE OPTION IS BEING USED – I.E. AT LEAST SOME OF THE MATURITIES HAVE AT LEAST 10% SOLD]

**GENERAL RULE MATURITIES
MATURITIES FOR WHICH 10% SOLD AS OF THE DATE OF THE
[BOND PURCHASE AGREEMENT][BOND SALE]**

[SERIAL BONDS]

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>	<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>
2020	\$			2030	\$		
2021				2031			
2022				2032			
2023				2033			
2024				2034			
2025				2035			
2026				2036			
2027				2037			
2028				2038			
2029				2039			

[TERM BONDS]

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>
	\$		
2039]

[USE THIS TABLE IF GENERAL RULE/SALE PRICE OPTION ONLY IS BEING USED – I.E. NOT HOLDING THE PRICE]

**GENERAL RULE MATURITIES
MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THE
[BOND PURCHASE AGREEMENT][BOND SALE]**

[SERIAL BONDS]

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2020	\$		2030	\$	
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		

2026	2036
2027	2037
2028	2038
2029	2039

[TERM BONDS]

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

2039

[USE THIS TABLE IF HOLD-THE-OFFERING-PRICE RULE IS BEING USED – I.E. HOLD THE PRICE ONLY, OR HOLD THE PRICE FOR SOME MATURITIES AND GENERAL RULE FOR OTHERS]

**HOLD-THE-OFFERING-PRICE MATURITIES
MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THE
[BOND PURCHASE AGREEMENT][BOND SALE]**

[SERIAL BONDS]

<u>Stated</u>	<u>Principal</u>	<u>Annual</u>	<u>Initial</u>	<u>Stated</u>	<u>Principal</u>	<u>Annual</u>	<u>Initial</u>
<u>Maturity</u>	<u>Amount</u>	<u>Rate of</u>	<u>Offering</u>	<u>Maturity</u>	<u>Amount</u>	<u>Rate of</u>	<u>Offering</u>
<u>October 1</u>	<u>\$</u>	<u>Interest</u>	<u>Price</u>	<u>October 1</u>	<u>\$</u>	<u>Interest</u>	<u>Price</u>
2020				2030			
2021				2031			
2022				2032			
2023				2033			
2024				2034			
2025				2035			
2026				2036			
2027				2037			
2028				2038			
2029				2039			

[TERM BONDS]

<u>Stated</u>	<u>Principal</u>	<u>Annual</u>	<u>Initial</u>
<u>Maturity</u>	<u>Amount</u>	<u>Rate of</u>	<u>Offering</u>
<u>October 1</u>	<u>\$</u>	<u>Interest</u>	<u>Price</u>

2039

]

[DO NOT USE THIS SCHEDULE IN QUALIFYING COMPETITIVE SALE RULE SITUATIONS]
[*SCHEDULE 2-A*

PRICING DOCUMENTATION]

EXHIBIT C-1

CERTIFICATE OF FINANCIAL ADVISOR

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019

The undersigned, on behalf of George K. Baum & Company, Wichita, Kansas (the “Financial Advisor”), as Financial Advisor to the City of Haysville, Kansas (the “Issuer”) in connection with the issuance of the above-described bonds (the “Bonds”), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds:

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Bond Sale, which was distributed to potential bidders, a copy of which is included in Tab 12 of the Transcript of Proceedings related to the Bonds.

2. The Notice of Bond Sale was disseminated electronically through PARITY®. The method of distribution of the Notice of Bond Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Financial Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds, and the bidding process did not afford any opportunity for bidders to review other bids before providing a bid (that is, no “last-look”).

4. The Issuer received bids from at least three bidders who represented that each has an established industry reputation for underwriting new issuances of municipal bonds. Based upon the Financial Advisor’s knowledge and experience in acting as the Financial Advisor for other municipal issues, the Financial Advisor believes those representations to be accurate. Copies of the bids received are attached to this Certificate as *Attachment 1*.

5. The winning bidder was [Purchaser], [Purchaser City, State] (the “Purchaser”), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Bond Sale, as shown in the bid comparison included in Tab 16 of the Transcript of Proceedings related to the Bonds. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Financial Advisor’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: April 30, 2019

GEORGE K. BAUM & COMPANY

By: _____
Title: _____

ATTACHMENT 1

BIDS RECEIVED

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019

Description	Date Placed in Service	Estimated Useful Life	Total Cost
Southampton Estates 3 rd Addition – Paving and Drainage Improvements	[month/year]	20 years	\$126,307.55
Southampton Estates 3 rd Addition and Southampton Estates Addition – Sanitary Sewer Improvements	[month/year]	20 years	41,214.15
Southampton Estates 3 rd Addition – Storm Water Drain Improvements	[month/year]	20 years	73,601.13
Southampton Estates 3 rd Addition – Water Distribution Line Improvements	[month/year]	20 years	<u>18,877.17</u>
Total			\$260,000.00
<i>Amount Financed from Bonds</i>			\$260,000.00
<i>Amount Financed from Other Sources</i>			\$0.00

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

\$260,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-B
DATED APRIL 30, 2019
ISSUE DATE: APRIL 30, 2019

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the Issuer identified certain assets financed in whole or in part by the Bonds (the "Financed Improvements"), as evidenced on *Exhibit D* to the Federal Tax Certificate. Please complete this checklist within 90 days after the conclusion of the Issuer's Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the Issuer's permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

Bond Compliance Officer Name: [_____]
Bond Compliance Officer Signature: [_____]
Date of Report: [_____]
Annual Period Covered by Report: [_____]

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Improvements owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "No," was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Improvements leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
	<p>If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 Management or Service Agreements	<p>During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the management agreement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	<p>Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice from Bond Counsel obtained prior to entering into the agreement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Proceeds & Investments	<p>Have any Gross Proceeds of the Bonds been invested in a Guaranteed Investment Contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Bonds?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>Has any sinking or reserve fund for the payment of the Bonds been established (other than funds and accounts created in the Bond Resolution)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>Have any of the Bonds been redeemed or refunded in advance of their scheduled maturities?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer to any of the above questions was “Yes,” notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.</p>	

Bond Counsel: Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202
Phone: (316) 267-2091
Fax: (316) 262-6523
Attn: Garth Herrmann
Email: gherrmann@gilmorebell.com

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD



MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Kayla Kostecki, Administrative Secretary

DATE: 3/25/2019

RE: 2019 New Business

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

Erin Marie Acne Solutions – Skincare / Licensed Esthetician – 120 Anita Dr.

Sincerely,

Kayla Kostecki
Administrative Secretary
City of Haysville

Return
to
Agenda

RESPONSE EXPENSES -ANNUAL AGGREGATE

04/01/19-20 PREMIUM COMPARISON

	18/19 - EMC		19/20 - EMC		19/20 - One Beacon	
	EXPOSURE	PREMIUM	EXPOSURE	PREMIUM	EXPOSURE	PREMIUM
	EMC	\$91,193	EMC	\$80,008	One Beacon	\$63,060
PROPERTY						
BLKT 00 1BLDG, PERS PROP, & PROP IN OPEN	\$34,667,978		\$34,667,978		\$34,667,978	
EQUIPMENT BREAKDOWN COVERAGE	\$100,000		\$100,000		\$100,000	
PROPERTY DAMAGE CO-INSURANCE	90%		90%		90%	
DEDUCTIBLE	\$3,000		\$3,000		\$3,000	
WIND/HAIL DEDUCTIBLE	N/A		N/A		\$25,000 per occurrence	
EARTHQUAKE COVERAGE	N/A		\$5,000,000		N/A	
DEDUCTIBLE	N/A		10.00%		N/A	
GENERAL LIABILITY	EMC	\$35,423	EMC	\$24,614	One Beacon	\$21,950
LIMIT	1MIL/2MIL		1MIL/2MIL		1MIL/2MIL	
MEDICAL EXPENSE	\$10,000		\$10,000		Not Covered	
CLASS 46590 PARADES	1		1		1	
CLASS 48924 SWIMMING POOLS	\$74,833		\$74,833		\$24,129	
CLASS 87500 EMPLOYEE BENEFIT LIAB	107		701		102	
CLASS 87526 TOWN LIABILITY	11,112		11,112		9,321	
CLASS 87658 WATERSLIDES	2		2		1	
CLASS 87702 SEXUAL ABUSE OR SEXUAL MISCONDUCT	11,112		11,112		9,321	
CLASS 87710 ADDITIONAL INSURED	1		1		1	
ASSOCIATION OR ORGANIZATION						
CLASS 87718 PESTICIDE OR HERBICIDE APPLICATION	1		1		1	
CLASS 87767 ADDITIONAL INSURED 0 DESIGNATED	IF ANY		IF ANY		IF ANY	
PERSONS OR ORGANIZATIONS- VICARIOUS LIAB						
CLASS 87767 SPECIAL EVENTS	2		2		2	
CLASS 87818 SCHOOLS - VIOLENT EVENT RESPONSE	11,112		11,112		11,112	
CLASS 87848 POLLUTION EXCLUSION - LIMITED	1		1		1	
EXCEPTION FOR SWIMMING POOLS						
CLASS 87852 -VIOLENT EVENT RESPONSE COV	9,321		9,321		9,321	
CLASS 89025 SKATEBOARD	\$1		\$1		\$1	
CLASS 99943 WATER COMPANIES	\$152,384		\$152,384		\$152,384	
DEDUCTIBLE	\$1,000		\$1,000		None	
LINEBACKER	EMC	\$11,994	EMC	\$13,115	One Beacon	\$27,091
LIMITS	1MIL/1MIL		1MIL/1MIL		1MIL/1MIL	
DEDUCTIBLE	\$3,000		\$3,000		\$5,000	
LAW ENFORCEMENT	EMC	\$9,593	EMC	\$9,593	One Beacon	Included
LIMITS	1MIL/1MIL	26/1	1MIL/1MIL	26/1	1MIL/1MIL	26/1
MEDICAL EXPENSE	\$5,000		\$5,000		N/A	
DEDUCTIBLE	\$2,500		\$2,500		\$5,000	
DATA COMPROMISE - (NOTE)	EMC	\$660	EMC	\$660	One Beacon	Included
RESPONSE EXPENSES -ANNUAL AGGREGATE	\$50,000		\$50,000			
DEDUCTIBLE	\$1,000		\$1,000			
DEFENSE AND LIABILITY COV-ANNUAL AGGREGATE	\$50,000		\$50,000			
DEDUCTIBLE	\$1,000		\$1,000			
IDENTITY RECOVERY - AGGREGATE	\$25,000		\$25,000			
DEDUCTIBLE	\$0		\$0			
CYBER COVERAGE	\$100,000		\$100,000		\$10,000	
NETWORK SECURITY DEFENCE & LIAB LIMIT	\$100,000		\$100,000			
ELECTRONIC MEDIA LIABILITY	\$100,000		\$100,000			
DEDUCTIBLE	\$1,000		\$1,000		\$2,500	
CRIME	EMC	\$100	EMC	\$100	One Beacon	\$126
EMPLOYEE THEFT	\$5,000		\$5,000		\$50,000	
SCH EXECs AT \$2,000	1		1			
WILLIAM BLACK	\$20,000		\$20,000			
JANIE COX	\$20,000		\$20,000			
INCLUDES NON-COMP OFFICERS	INCLUDED		INCLUDED			
FAITHFUL PERFORMANCE OF DUTY PER EMPLOYEE	\$5,000		\$5,000			
DEDUCTIBLE	\$5,000		\$5,000		\$500	
INLAND MARINE	EMC	\$21,965	EMC	\$13,991	One Beacon	\$7,424
CONTRACTORS EQUIPMENT	\$1,507,210		\$1,507,210			
DEDUCTIBLE	\$500		\$500		\$500	
CONTRACTORS EQUIPMENT ON FILE WITH CARRIER	\$1,037,373		\$1,037,373		\$4,501,124	
PROPERTY IN TRANSIT/OFF PREMISES	\$566,129		\$566,129			
CONTRACTORS EQUIPMENT- LEASED/RENTED	\$75,000		\$75,000		\$1,000	
CAMERAS	\$3,200		\$3,200			
ELECTRONIC DATA PROCESSING - HARDWARE	\$203,593		\$203,593			
- SOFTWARE	\$7,500		\$7,500			
SIGNS AND LAMPS/NEON	\$49,780		\$49,780			

CITY OF HAYSVILLE - 19/20 PREMIUM COMPARISON
04/01/19-20 PREMIUM COMPARISON

AUTOMOBILE	EMC	\$45,282	EMC	\$39,857	One Beacon	\$48,471
LIMIT	\$1,000,000		\$1,000,000		\$1,000,000	
VEHS	100		100		100	
HIRED & NON-OWNED AUTO	INCLUDED		INCLUDED		INCLUDED	
VEHICLE DEDUCTIBLES	\$500/\$500		\$1,000/\$1,000		\$500/\$500	
UMBRELLA	EMC	\$15,444	EMC	\$15,722	One Beacon	\$10,614
LIMIT	1MIL/1MIL		1MIL/1MIL		1MIL/1MIL	
RETAINED LIMIT	\$10,000		\$10,000		\$10,000	
TOTAL PREMIUM		\$231,654		\$197,660		\$178,736
DIVIDENDS WITH EMC						
2017/18		\$34,802.98				
2016/17		\$32,815.72				
2015/16		\$29,628.72				
2014/15		\$29,763.49				
OPTIONAL COVERAGE						
CYBER LIABILITY			RPS/BCS Insurance CO	\$4,498	RPS/BCS Insurance CO	\$4,498
PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)			1MIL		1MIL	
PRIVACY REGULATORY CLAIMS COVERAGE			1MIL		1MIL	
SECURITY BREACH RESPONSE COVERAGE			1MIL		1MIL	
SECURITY LIABILITY			1MIL		1MIL	
MULTIMEDIA LIABILITY			1MIL		1MIL	
WORLDWIDE						
DEDUCTIBLE			5,000.00		5,000.00	
NOTE - DATA COMPROMISE CAN BE DECLINED IF THE CYBER LIABILITY IS ACCEPTED WITH RSP/BCS						

Return
to
Agenda

MEMO

TO: The Honorable Bruce Armstrong, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Proposed Personnel Manual Updates for 2019

DATE: March 22, 2019

The proposed changes to the Personnel Manual are before you for your consideration. Proposed changes are shown in red. Deletions are struck-through and additions are underlined. The following job descriptions are new and will not have red-line changes: Administrative Secretary for the Administrative Services Department – Senior Center, Park Worker III, and Park Worker IV. The following outline summarizes the changes (typographical and lettering/numbering changes are not included in the outline). Please contact me with any questions.

Article A. Administrative Policy

- Section I. Employment Information
 - C. Oath
 - Added state statute for reference
 - Added language stating current procedure of having employee take an oath of office when starting a new position
 - K. Monitoring Policy
 - Added language concerning computer use, protection of confidential data, and use of personal devices on the City's network
 - O. Appearance / Dress Code
 - Added language indicating if you have to shave to pass a fit-test, you need to maintain the shaved style and length at all times
 - Q. Americans with Disabilities Act / Accommodations
 - Clarified what needs to be included in a request for accommodation
 - T. Nepotism
 - Changed policy to allow for the hiring of persons for part-time positions within the same department as members of the new hire's immediate family
- Section II. Placement
 - G. Resignations
 - Incorporated Exit Interview policy language approved by Council on 09/10/18
- Section III. Vacation and Leaves

- Leaves of Absence
 - A. Leaves of Absence with Pay
 - Relocated Administrative Leave statement to this paragraph
 - C. Promotion, Demotion or Transfer
 - Clarified that Wellness Leave remains to the employee's credit and is transferred with the employee during a position change
 - F. Vacation Leave
 - 5. Removed language about approving carryover requests
 - G. Sick Leave
 - 2. Uses of Sick Leave
 - b. Removed specific language allowing Sick Leave to be used for Funeral Leave
 - 5. Adjusted language concerning when a City-Issued Return-to-Work release form is required
 - 6. Sick Leave on Termination
 - Removed 240 hour cap on payment of sick leave when an employee resigns and gives two weeks' notice
 - I. Workplace Injury Leave
 - 3. Return to Work / Light Duty Program
 - Moved relevant language up from general area of section
 - 4. ADA Accommodations
 - Titled paragraph for clarity
 - 5. Physical Therapy
 - Titled paragraph for clarity
 - Clarified employees will not receive double-pay for attending physical therapy on city holidays
 - J. Military Leave
 - Removed Military Reserve Leave section and incorporated Reserve Leave within Military Leave section
 - L. Civil Leave
 - Concerning jury duty, clarifies what "full pay" is for those who do not regularly work a full-time schedule
 - O. FMLA Leave
 - Relocated Administrative Leave statement to Leaves of Absence with Pay paragraph
 - 1. Removed requirement to use all accrued leave prior to using FMLA Leave and changed when the City provides notice of FMLA Leave
 - 2. Added detail of when FMLA Leave may be requested by an employee
 - a. Removed requirement to use all accrued leave prior to using FMLA Leave
 - e. Removed requirement of employee to make request in writing
 - R. Extended Absence

- When returning from an extended absence (6 months or more), an employee will be required to pass all pre-employment testing
- Section IV. Discipline
 - C. Suspension
 - 2. When found not guilty, allowance for employee to petition for both reinstatement of employment and benefits and pay lost due to suspension
 - E. Employees Committing Criminal Offenses
 - Removed ability for Department Head to approve paid benefits during a suspension
 - Clarified instances where an employee may petition for reinstatement of lost benefits and pay
 - G. Return of City Property
 - Removed language concerning final paycheck to match policy found in Section 1, Article H of the Personnel Manual
- Section V. Benefits
 - A. Fringe Benefits
 - 6. Employee Assistance Program (EAP)
 - Added detail concerning the benefit
- Section VI. City Owned and Private Vehicles and Equipment
 - A. Use of City Owned Vehicles and Equipment
 - 4. Added language from Substance Abuse Policy for consistency
- Section VII. Department Heads
 - Changed requirement for Department Heads to live within 15 miles of City Hall to 30 miles
- Section VIII. Employee Safety
 - Added language detailing the annual safety audit as performed by the Safety Committee
- Section IX. Substance Abuse Policy
 - C. Testing Protocol and Procedures
 - 4. Return to Service Testing
 - Changed “extended time” to six months to match Extended Absence paragraph in Vacation and Leaves section

Article B. Compensation

- Section II. Compensation
 - E. Longevity Pay
 - Clarification of who receives Longevity Pay
 - I. Pay on Termination
 - 1. Resignation
 - b. Sick Leave
 - i. With Proper Notice
 - Removed 240 hour cap on payment of sick leave when an employee resigns and gives two weeks’ notice

ADMINISTRATIVE POLICY

INTRODUCTION

CONGRATULATIONS! You are now a City of Haysville employee. The following information relates to your employment and you should read the information and be familiar with it. Any questions should be directed to your immediate supervisor.

POLICIES ESTABLISHED

The following policies, regulations and other administrative provisions for personnel administration are established to promote and increase efficiency and economy in city service.

THE CITY OF HAYSVILLE IS AN AT-WILL EMPLOYER. The information contained in this manual is not a contract of employment but a general guide for informational purposes only.

THE CITY RESERVES THE RIGHT TO MAKE CHANGES TO THE POLICY AT ITS DISCRETION WITHOUT PRIOR NOTICE.

Any reference to behavior that may result in termination is simply for informational purposes for better understanding by the employee. Employment may be terminated at any time regardless of any examples mentioned in the manual.

SECTION I

EMPLOYMENT INFORMATION

A. AUTHORITY FOR ADMINISTERING THE ADMINISTRATIVE POLICY:

1. The City Department Heads have the authority and responsibility for administering this policy in their respective departments.
2. The Assistant City Clerk is responsible for keeping all personnel records relating to payroll, fringe benefits and insurance.
3. The head of any department, (i.e., City Clerk, Public Works, Police, Administrative Services, Recreation) may formulate in writing with approval of the Mayor, reasonable administrative regulations for the conduct of his/her respective department. Nothing in this section shall be construed as granting any department authority to adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Council.
4. The Haysville Governing Body makes policies of the City, and the Department Heads are charged with carrying out those policies.

B. EMPLOYEE INFORMATION:

1. An employee will be notified of an investigation on a complaint being conducted about said employee at the outset of such investigation, except in cases of criminal investigation.
2. Employees may review their personnel files at any reasonable time. Personnel files are the property of the City.
3. All regular employees shall be furnished a digital copy of this Administrative Policy upon employment or upon administrative change to the manual. A paper/printed manual is available upon request. Copies of the manual will be turned in by employees leaving the City's service through resignation, layoff, or dismissal.
4. After a preliminary offer of employment, job applicants shall successfully complete a physical examination, drug screen, and background check prior to, and within 30 days of, beginning work for the City. Former full-time temporary workers hired for regular positions within 30 days of their last date of employment with the City are not required to complete the physical examination, drug screen, or background check. All part-time pool/recreation employees must successfully complete a drug screen. New part-time pool/recreation employees shall successfully complete a background check.
5. Definitions of types of City service:
 - a. Unclassified service shall comprise and consist of the following persons:
 - i. Municipal Judges;
 - ii. Members of the City Council, other elective offices, and persons appointed

to fill vacancies in elective offices;

- iii. Members of boards and commissions in the municipal service;
 - iv. Persons employed to make or conduct special inquiry investigations, examinations, or installations;
 - v. Persons performing services for the City without compensation;
 - vi. Employees in temporary and temporary part time positions; and
 - vii. Certain contract personnel.
- b. The classified service shall be comprised of all positions not specifically included in the unclassified service, and may also include certain contract positions; all shall be subject to this Administrative Policy. Contract employees who are part of the classified service are subject to the provisions of their contract.

C. OATH:

- 1. Employees of the City are required by statute (K.S.A. 54-106) to take an oath of office. The taking of such oath shall be a condition of employment, and an employee will not be paid until he/she has taken the oath. Contract personnel are subject to the terms of their contract.
- 2. Refusal to take the oath of office will eliminate the individual from eligibility for employment. The oath will be administered by the City Clerk or his/her agent and will be kept in the employee's personnel file.
- 3. Any time an employee changes positions, the employee will take an oath of office for the new position.

D. USE OF OFFICIAL BADGES, UNIFORMS OR CREDENTIALS:

No badge, uniform, or other official insignia, or credentials of authority issued to an employee, shall be used or worn by a person other than the employee. Such badge, uniform, insignia or credentials can be used for personal gain only with approval of the Governing Body at the request of the Department Head. Equipment purchased by the City shall remain the property of the City and shall not be worn off-duty except with prior approval by the appropriate Department Head. If an employee's ID card is lost or stolen, the employee shall immediately report the missing card to his/her Supervisor and Department Head. The employee will be charged a \$20 replacement fee for the missing card(s).

E. LUNCH PERIODS:

Each employee may receive a lunch period in accordance with Department policy.

F. BREAKS/REST PERIODS:

Breaks/rest periods are not mandatory, and if a Department Head chooses to establish formal breaks, they

will be scheduled by the Department Head. Individual break/rest periods will not exceed 15 minutes and may be of lesser duration at the discretion of the Department Head.

G. ACCEPTANCE OF GIFTS:

City employees and appointed officers may accept gifts of token value (less than \$30.00) from Haysville residents if the gifts are given in the spirit of friendship and are not expected to influence the official or employee in his/her service to the City. Gifts given to departments as a whole are encouraged in lieu of gifts to individuals. Gifts to individuals of greater than \$30.00 value shall be returned.

H. RETURN OF CITY PROPERTY:

An employee leaving the City's service through resignation, layoff or dismissal is responsible for returning all City property. City ID badge(s) and key(s) will be returned upon termination. All other City Property will be returned to the Department Head or the Department Head's representative within two (2) business days of termination. The value of all City property not returned will be billed to the employee leaving the City's service. If bill is not paid, legal action may be taken to make the City whole.

I. POLITICAL ACTIVITY:

1. Any employee intending to become a candidate for elective City office shall first take leave of absence without pay or resign.
2. Employees are not permitted to solicit, sell or handle political contributions in City elections. During on-duty hours, employees are not permitted to wear or display political badges, buttons or signs on their person or on City property.

J. OUTSIDE EMPLOYMENT:

1. An employee intending to accept outside employment must notify the Department Head before accepting such employment.
2. If, at any time, outside employment interferes with an employee's ability to perform effectively on his/her job, or if such outside employment shall tend to create a conflict of interest for said employee, the employee shall terminate his/her outside employment.
3. Outside employment shall not be an acceptable reason for not responding in a timely manner in case of emergency or when the employee is on call.

K. MONITORING POLICY:

Employee use of internal and external communications systems, such as Internet, e-mail, voice mail, radios, land-line telephones, and cellular telephones, must be aware their use of such systems must be consistent with the City's policies regarding professional conduct, harassment, discrimination, and other work conduct. At no time may City resources be used to convey or communicate obscene, threatening, harassing, or abusive messages to others, either inside or outside the City.

Electronic mail and other communications. Electronic mail (e-mail) is produced, transmitted, and received on the City's own communications system. Employees, therefore, are prohibited from

using e-mail for personal purposes, and all e-mail is considered property of the City. Accordingly, there is no right or expectation of privacy in anything created, sent, or received on any of the City's information or communications systems. All e-mails are considered to be City records; therefore, the City reserves the right to monitor, review, access, delete, and/or disclose all messages and documents transmitted over its e-mail systems.

Again, use of e-mail is restricted to City business. E-mail signatures should provide business-related information only – no personal messages are allowed. No harassing, indecent, profane, abusive, vulgar, intimidating, or otherwise offensive or inappropriate language or material may be sent on City e-mail, voice, computer, or other communications systems. Any employee who receives or encounters such material shall immediately report it to their supervisor or other management official. Reports involving any of these persons shall not be reported to that person; instead, make the report to another supervisor, management person, or department head.

Computer use. Employees should not consider as their own any files stored or maintained on City computers. They are City property. There is no right or expectation of privacy in such files, and they may be accessed, read, downloaded, or deleted in the City's regular course of business. Such events include, but are not limited to, detecting breaches of City policies, procedures, rules, regulations, or any law, and accessing needed files when an employee on whose computer the file is stored or maintained is absent. Accessing data or information on other employees' individual folders without Department Head authorization is prohibited.

Employees shall comply with all software licenses, copyrights, and laws governing intellectual property. Employees found to be in violation shall be subject to immediate discipline, up to and including termination.

Internet access is provided solely for the use of City employees for City business. All Home Pages shall be set to the City's Website. All traffic on the City network may be monitored, recorded or disabled at the City's discretion.

Network passwords created by employees will be not less than eight alphanumeric characters and will contain upper and lower case letters, numbers, and special characters. Network passwords will be changed at least every twelve (12) months.

Personally Identifiable Information (PII): The City of Haysville may need to maintain personal information about an individual, including, but not limited to, social security number, phone number, financial information, medical information, biometric records, or criminal history. Access to PII is granted on a per user basis, dependent on job duties. It is the responsibility of the individual user to maintain protection of data to which they have access.

Any device that is used to access or store PII must be protected using the features of the device, to prevent unauthorized access. Use of strong passwords, biometrics or other methods of locking the device is required, in addition, the device must be capable of self-locking if left idle for more than 15 minutes. The device's operating system and all apps must be kept up to date with all security updates. Some devices may need additional protections to be in compliance with State and Federal laws.

Personal Device. The City of Haysville grants its employees the privilege of using personal devices, including, but not limited to; smartphones, tablets, and laptops of their choosing at work

for their convenience. The City of Haysville reserves the right to revoke this privilege if users do not abide by city policies and procedures. Limited exceptions to the policy may occur due to variation in devices and platforms.

The Systems Administrator will assist with connectivity and permission issues. Hardware and software issues are the responsibility of the devices owner. Software installed by the City of Haysville belongs to the City and must be removed if the device is no longer being used for work purposes.

Connection of a personal device to the city network may allow the City some access to the device, including viewing or altering information stored on the device. The employee's device may be remotely wiped if the device is lost, or IT detects a data or policy breach, a virus or similar threat to the security of the City's data and technology infrastructure.

While IT will take every reasonable precaution to prevent the employee's personal data from being lost in the event it must remotely wipe a device, it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc. Lost or stolen devices must be reported to the City within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device. The City reserves the right to disconnect devices or disable services without notification. The employee is personally liable for all costs associated with his or her device.

Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system; download software from the Internet; or install software or hardware on the City system.

All documents, graphics, correspondence, reports, and information of any kind stored on the City's equipment or filed on City property are considered the property of the City.

L. ATTENDANCE AND PUNCTUALITY:

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Office hours and work hours may be different for different departments, and it is the responsibility of the employee to follow the schedule set out by each Department Head. Absenteeism and tardiness place a burden on other employees and on the City.

Poor attendance and excessive tardiness are disruptive. Either may lead to loss of pay increases since they are part of the evaluation process for merit pay. Excessive absenteeism or tardiness can also result in disciplinary action up to and including termination.

Sick leave benefits are intended for genuine illnesses, and abuse of that benefit can lead to disciplinary action. If an employee demonstrates a pattern of using sick leave as it accrues and does not allow sick leave to accumulate to cover an extended illness, the practice could be considered excessive use of that benefit. A physician's report may be required at the discretion of the Department Head prior to return to work following use of any sick leave.

The City reaffirms it is an at-will employer and employment may be terminated at the discretion of management or the employee without prior notice.

M. HONESTY AND ETHICS:

Public service requires a high standard of honesty and personal ethics. Dishonest and unethical behavior will not be tolerated and may subject employees to disciplinary action up to and including termination.

For clarification purposes, and to serve as examples only, dishonest behavior includes but is not limited to: taking supplies purchased by the City for personal use; putting time on your time sheet that you did not work and had no appropriate leave to cover; using City equipment for personal benefit; taking money that does not belong to you and with no specific authorization to do so; taking any item that does not belong to you with no specific authorization to do so; or calling in sick when you are not or using sick leave for time off that is not covered by sick leave. Examples of unethical behavior would include, but are not limited to: making false accusations against someone; giving false or misleading information to another in order to cause that person to make inappropriate decisions on the job; deliberately not sharing information another needs to properly carry out their duties; not reporting harassment; not reporting information regarding theft or other inappropriate behavior; giving out confidential information to anyone not authorized to have that information; or not following department or City policy.

The City reaffirms it is an at-will employer and employment may be terminated at any time by either the employer or the employee without prior notice.

N. INSUBORDINATION:

Insubordination is broadly defined as an unwillingness to submit to authority either through an open refusal to obey an order or through a failure to carry one out. Examples of insubordination (or attempts to undermine managerial authority) include the following:

- Actively challenging or criticizing a superior's orders;
- Interfering with management;
- Showing open disrespect toward a supervisor;
- Showing open disrespect toward an appointed or elected official;
- Making threats or using coercion or physical violence;
- Using abusive language or making malicious or threatening statements; or
- Ignoring instructions.

Insubordination of any kind will not be tolerated. Acts of insubordination may result in disciplinary action, up to and including termination.

O. APPEARANCE / DRESS CODE:

The City of Haysville is a professional organization that experiences daily interaction with the public by its employees. At all times employees are expected to present a professional image. Employees are expected to report to work well-groomed with a neat and clean appearance. Employees at all levels and job positions are representatives of the organization and, therefore, their dress, grooming, and personal hygiene affect both the public's impression of the City and internal morale.

This Dress Code Policy addresses each department/location and outlines appropriate and inappropriate attire in an effort to maintain the City's professional standard.

City Clerk/Administrative Services/Court Departments

All City Clerk, Administrative Services and Court employees working at City Hall or at the Senior Center

shall adhere to a conservative office dress standard.

Examples of appropriate attire: suits, dresses, slacks (non-denim material), blouses, sweaters, jackets, over shirts with a jacket-like appearance, tailored shirts, skirts, khakis, polo shirts, knit shirts, and dress capris (non-denim material). Dresses and skirts should be of an appropriate length (no more than 3 inches above the top of the knee). Leggings cannot be see-through and accompanying top must reach mid-hip/upper thigh area. Footwear must be clean, free of holes, and in good condition. High heels should be no more than 2 inches. Dress sandals are allowed. Shoes are required to be worn while on duty.

Examples of inappropriate attire: denim slacks/jeans (regardless of color), slacks with frayed hems, basic T-shirts, cotton tank tops without an over shirt/sweater, sweatshirts, wrinkled, soiled, sloppy or ill-fitting clothing, overalls, jean capris, skorts, shorts (including walking shorts), low-cut or deep V-neck tops, and form-fitting clothing (i.e. spaghetti strap tops/dresses).

Police Department

Haysville Police Department employees shall adhere to a conservative office standard. In addition, the Haysville Police Department Rules and Procedures book will outline proper appearance and uniform wear. All civilian, clerical employees shall adhere to the standards set forth in the City Clerk/Administrative Services/Court Departments section of this Dress Code.

Recreation Department

The Recreation Director shall adhere to the same dress code as City Clerk/Administrative Services/Court Departments for administrative duties. All other full-time office staff will adhere to a casual dress standard.

Examples of appropriate attire: jeans, slacks, wind suit pants (nylon non-cotton), khakis (pants or shorts), dresses, blouses, sweaters, skirts, dress/polo shirts, and dress capris (non-denim material). Dresses, khaki shorts, and skirts should be of appropriate length (no more than 3 inches above the top of the knee). Leggings cannot be see-through and accompanying top must reach mid hip-upper/thigh area. Recreation Department (RD) logo T-shirts and sport tennis shoes are allowed. Footwear must be clean, free of holes, and in good condition. Dress sandals are allowed.

Examples of inappropriate attire: jeans that are frayed or have holes, slacks with frayed hems, basic tee shirts without RD logo, cotton tank tops without an over shirt/sweater, sweatshirts without a RD logo, wrinkled, soiled, sloppy or ill-fitting clothing, overalls, short shorts, high heels, or basic flip-flops, low-cut or deep neck V-tops, and form-fitting clothing (i.e. spaghetti strap tops/dresses).

Recreation Department - Part time/Seasonal Employees

Part-time office staff employees shall wear RD shirt, sweatshirt, T-shirt, or collared polo-type shirt with either khakis (pants or shorts), jeans ("blue/black" colored only), wind suit pants (nylon or sweat pants - without graphics), or capris. Sport tennis shoes are allowed. Footwear must be clean, free of holes, and in good condition.

Latchkey and Summer Elements (SE) staff employees shall wear RD T-shirts or sweatshirts with wind suit pants (nylon sweat pants), khaki/athletic/denim shorts of appropriate length (no more than 3 inches above the top of the knee), or capris. Sport tennis shoes are allowed. Footwear must be clean, free of holes, and in good condition. SE staff employees are allowed to wear basic flip-flops and swimwear when accompanying program participants to a swimming pool. Employees' swimwear should be appropriate for working with school age children and be worn with a cover-up anytime they are out of the pool. Staff will need to change shoe attire upon returning to HAC.

Recreation staff employees assigned to Plagens-Carpenter Sports Complex may wear sport shorts.

Pool Employees shall wear a City-issued swimsuit.

Staff shirts are property of the RD and cannot be altered without permission from a supervisor. No shirts with profanity, alcohol sayings, or other derogatory statements can be worn while on duty or break.

Examples of inappropriate attire: Non-RD shirts, short shorts (more than 3 inches above the top of the knee), shorts/jeans that are frayed or have holes, or any wrinkled, soiled, sloppy or ill-fitting clothing. Sandals, flip-flops, and open-toed shoes are not allowed.

Public Works Department

Clerical employees shall adhere to the same dress code as the City Clerk/Administrative Services/Court Departments.

Director and Assistant Director shall wear City-issued shirts, polo shirts, or Public Works (PW) T-shirts with khakis, dress slacks, or uniform pants.

All other PW employees are issued uniforms shirts, polo shirts, or PW T-shirts to wear while on duty. Employees have the option of wearing either jeans or uniform provided pants Monday through Friday. Jeans must appear professional and not have holes. Supervisors may substitute khakis or dress slacks for uniform pants or jeans.

A yearly reimbursement of \$50 will be given after a receipt is turned in for the purchase of jeans if you choose to not select uniform provided pants. Only full-time employees qualify for this reimbursement.

Weekend staff may wear jeans with PW T-shirts. Caps must be worn forward facing and must not advocate or advertise tobacco, alcoholic beverages, drugs, illegal substances, violence, racist organizations/symbols, gangs, obscenities, or nudity.

All non-administrative employees must wear a boot that covers the ankle (usually a 6" height). Director, Assistant Director, City Inspector, and Code Enforcement Officer must wear a protective shoe (non-canvas) when not wearing a boot. A yearly reimbursement of \$50 will be given after a receipt is turned in for the purchase of boots. Only full-time employees qualify for this reimbursement. Steel toe protectors or waders are available and must be worn when working in an environment or with equipment that could injure the foot in lieu of steel-toed boots.

Fridays - All Departments

Appropriate and inappropriate attire listed above still apply except that jeans, jean capris, denim pants, and jean-cut slacks may be worn, and sport tennis shoes are allowed. Footwear must be clean, free of holes, and in good condition. Jeans must appear professional and not have holes.

All City Employees

1. Present a professional appearance for customers, suppliers, and the public, and avoid distractions caused by outrageous, provocative, or inappropriate dress;

2. Promote a positive working environment by practicing regular hygiene, washing hands after using the restroom, and avoiding overuse of perfumes or other artificial odorants;
3. When entering a citizen's home, employee must be wearing either full departmental uniform or conservative office attire and have displayed conspicuously on one's person, or in an otherwise appropriate and visible place, City-issued picture IDs;
4. Keep hair clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length. Long hair should be pulled back in a professional manner (extreme hairdos/exaggerated high styles are prohibited);
5. Fingernails shall be of a length that will not interfere with job duties such as typing or filing;
6. Beards must be neatly trimmed, have a professional appearance, and be at a length that maintains safety in the workplace (If you have to shave to pass a fit-test, you need to maintain the shaved style and length at all times);
7. Visible piercings other than ears are prohibited (Earring must not be distracting and length shall not interfere with job duties);
8. Gauge earrings are not allowed. Current employees who have gauge earrings when this policy is enacted shall not be allowed to increase the size of the gauge; and
9. Body art that impairs performance or disrupts the transaction of public business is prohibited.

Tattoos

Tattoos, brandings, or intentional scarring that are gang related; that convey sexual, racial, religious, ethnic, or related intolerances; or that portray derogatory or offensive characterizations contrary to community standards are prohibited. Tattoos are not allowed on the face or head.

Use of City-Issued Uniforms/Clothing

All employees who are provided uniforms shall wear them only while performing work for the City, or work sanctioned by the City, and while traveling to and from work. Uniform items supplied by the City will not be worn while engaging in other employment or during off duty hours unless sanctioned by the City. Employees wearing City uniforms shall not engage in any acts that would not reflect favorably upon the city or department.

Exceptions

Any deviation from this Dress Code Policy must be approved by your Department Head. Exceptions may be made for clean-up and/or work days and assignments. Special event Fridays must be approved by your Department Head.

Violations

All employees reporting for duty wearing items that do not comply with this policy will be required to take the necessary steps to comply prior to starting their prescribed work day. Employees who are unable to begin their scheduled work day because of uniform issues will be subject to disciplinary action.

P. WORKPLACE VIOLENCE:

Incidents of workplace violence have increased in society. The City believes that all employees should be able to enjoy a workplace free from violence, harassment, and threats. The City, therefore, does not knowingly tolerate such incidents and does report them to the appropriate law enforcement authorities.

Workplace violence includes not only physical attacks, but also threats of violence, stalking, or other verbal or physical conduct of a violent nature which has the purpose or effect of creating a dangerous, unsafe, intimidating, or violent working environment. All employees are prohibited from engaging in any of these

acts or any other act that might constitute workplace violence. Any employee who does engage in such activity is subject to discipline, up to and including immediate termination.

Weapons of any kind are prohibited on City premises and in City vehicles. The provisions of this policy prohibiting the possession of weapons on City premises or in City vehicles shall not apply to commissioned law enforcement officers. This policy shall not prohibit off-duty employees from possessing weapons in parks and other unrestricted public places. Please contact management if you wish to possess self-protection devices.

Employees who believe they are victims of workplace violence, or who observe workplace violence, shall immediately report such incidents to a supervisor, or other management person. Reports of violence involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified.

The City reaffirms it is an at-will employer and employment may be terminated at the discretion of management or the employee without prior notice.

Q. AMERICANS WITH DISABILITIES ACT / ACCOMMODATIONS:

If an employee becomes restricted in a major life ~~function~~activity, a request for accommodation may be made to the employee's Department Head. The request must be made in writing and must include the specific accommodation requested. Proof of the disability and work restrictions must be provided at the time of the request. The request needs to describe the nature, severity, and duration of the employee's impairment, the activity or activities that the impairment limits, and the extent to which the impairment limits the employee's ability to perform the activity or activities; and substantiate why the requested reasonable accommodation is needed. ~~The City will not recognize those disabilities that have been disapproved by the Social Security Administration and/or the State of Kansas.~~ Every reasonable attempt will be made to provide accommodation to allow the employee to be a productive member of the City's workforce. Any special equipment, software, furniture, etc., purchased by the City remains the property of the City.

R. OPEN DOOR / CHAIN-OF-COMMAND:

The City strives to maintain open communication between employees, supervisors, department heads, and officials. Such communication fosters and promotes swift solutions to problems and concerns while improving the work environment for all concerned.

To facilitate open and frank communication, the City maintains an "Open Door Policy" regarding employee concerns. Employees who have concerns, complaints, or suggestions about their employment should discuss the matter first with their immediate supervisor. If their supervisor is the subject of their complaint or concern, however, employees should discuss the situation with the department head. If their department head is the subject of their complaint or concern, employees should discuss the situation with the department head of another department.

Employees should not discuss operational concerns outside their department; for example, employees of one department should not attempt to resolve intra-departmental concerns by addressing them to members of other departments. Intra-departmental matters are best handled within the department. Accordingly, concerns about your department's operations shall be directed first to your immediate supervisor, who shall

determine whether other City personnel need to be involved. Concerns about your supervisor as they impact departmental operations shall be directed to your department head; if, however, the department head is the object of your concerns, you should discuss the matter with another department head.

Concerns about your City employment, or City operations, are City business, and the City should always be given the first opportunity to hear your concerns, address those concerns, and to try and resolve them to your satisfaction.

Violations of this policy may subject employees to discipline, up to and including termination of employment.

S. THIRD PARTY INTERVENTION:

It shall be the policy of the City not to discuss specific and/or individual personnel matters with third parties. Only the individual involved, and/or their Legal Counsel, and appropriate supervisors shall take part in specific personnel discussions and/or decisions. Personnel files are considered confidential and shall only be made available for inspection and reproduction by the specific employee, appropriate supervisors, legal counsel, or through appropriate subpoena. This restriction, however, does not apply to those individuals who are responsible for maintaining the City's personnel files system.

T. NEPOTISM:

It is the policy of the City not to hire persons for ~~any type of~~ regular, full-time employment within departments who are members of the immediate family of other ~~City~~ full-time employees within the same department.

Immediate family members of the Governing Body and Department Heads will not be hired for regular, full-time employment within any department in the city.

Immediate family is defined as an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees should be transferred to another department, if possible, without loss of pay or benefits. The establishment of such relationship, however, shall not be the basis for termination of employment.

If an immediate family member of a current city employee is elected to an office within the Governing Body, the current city employee shall not be terminated. The newly elected Governing Body member, however, shall sign a conflict of interest statement and shall be prohibited from decisions directly affecting the related employee.

Any employees who are employed in contradiction to this policy upon its date of adoption (July 24, 2007) shall not be required to transfer or be subjected to termination. All future employment decisions in regard to any such employee shall be in accordance with this policy.

U. TOBACCO AND ELECTRONIC CIGARETTE USE:

In order to provide a safe and healthy environment for both employees and the general public, use of any tobacco product in any City building, shop, vehicle, equipment, indoor, or enclosed area is prohibited. This includes, but is not limited to, smoking, chewing, or dipping of any tobacco product; use of electronic cigarettes (E-Cig); personal vaporizers (PV); or electronic nicotine delivery systems (ENDS). Use of tobacco products is allowed during formal break/rest periods. When using tobacco products, employees are not to foul areas within fifteen feet (15') of entrances to buildings with either smoke, debris, or bodily fluids (spit). Use of tobacco products and electronic cigarettes will not be allowed in front of city buildings. Employees who violate this policy will be subject to disciplinary action.

SECTION II

PLACEMENT

A. EMPLOYMENT ELIGIBILITY:

1. A job applicant may be disqualified for, among others, the following reasons:
 - a. Determination that the applicant intentionally made false statement(s) on his/her employment application;
 - b. Unsatisfactory reports from previous employers;
 - c. Unfavorable background check;
 - d. The applicant has solicited favors from any City official in connection with his/her search for employment, or another person has done so at his/her request; or
 - e. The applicant is physically or mentally incapable of performing the duties of the position for which he/she seeks employment.

THE ABOVE LIST IS NOT INTENDED TO BE A COMPLETE LIST OF ANY AND ALL REASONS FOR DISQUALIFICATION OF A JOB APPLICANT, AND THE CITY RESERVES THE RIGHT TO INTERVIEW AND HIRE ANY APPLICANT IT CHOOSES.

2. Standard personnel forms, including applications (except Police Department) and evaluation sheets, are available in the City Clerk's office. Police Department application forms are available in the Police Department.

B. TYPES OF POSITIONS:

1. **Regular Positions:** Employees in regular positions with the City are those employees who are not in a temporary or provisional status and who are regularly scheduled to work Haysville's full-time schedule of at least 2,080 hours per year. Generally, employees in a regular position with the City are eligible for benefits and privileges in accordance with current City procedures.
2. **Regular Part-Time Positions:** Employees in regular part-time positions with the City are those employees who are not assigned to a temporary or provisional status and who are regularly scheduled to work less than the full-time schedule, but at least 20 hours per week and typically work less than 1,560 hours per year. Regular part-time employees are typically not eligible for fringe benefits. After a one year measurement period, regular part-time employees averaging at least 30 hours per week are eligible for medical insurance.
3. **Temporary Positions:** Employees in temporary positions with the City are those employees, either full-time or part-time, who are limited to 1,000 hours in a 6 month period per calendar year. Persons hired under the temporary position category are not eligible for fringe benefits.

C. TRAINING PERIOD:

The training period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, personal and social capabilities, and overall performance. Either the employee or the City may end the employment relationship at any time during the training period with or without cause or advance notice.

1. Length of Training Period: Each offer of employment, or rehire, shall be provisional on the satisfactory completion of six months training period beginning on the first day an employee is required to report for duty.
2. Extending the Training Period: If the City determines that the designated training period does not allow sufficient time to thoroughly evaluate the employee's performance, or the employee is absent with permission for more than 5 days during this time, the training period may be extended for a clearly specified time period, not to exceed six months, without any negative connotations regarding the employee's performance.

During the training period, provisional employees are eligible for those benefits that are required by law, such as workers' compensations insurance and Social Security. They may also be eligible for other City fringe benefits subject to the terms and conditions of each benefit program. All provisional employees should read the information for each specific benefit program for the details on eligibility requirements.

Upon satisfactory completion of the provisional period, employees enter the "regular" employment classification.

Promotion or Transfer: Employees who are promoted or transferred (see following sections) within the City must complete a secondary training period of the same length with each reassignment to a new position, but such training period does not change the employee's status as a regular employee. In cases of promotions or transfers, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at anytime during the secondary training period. If this occurs, the employee may be allowed to return to his or her former position or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

D. TRANSFERS:

A qualified employee can be transferred from one position to another at the discretion of the Department Head with approval from the Chief Administrative Officer. A transfer is considered to be the reassignment of an employee from one position classification to another, irrespective of whether the classes are in the same promotional line, or whether the position is higher or lower on the salary scale. Incumbents must demonstrate ability to perform in the new position, either by successful performance of a period of time, a careful screening by Supervisory personnel, or by passing an appropriate examination.

1. If an employee transfers from one position to another, whether within the same department or in a different department, if the position starting salaries (step one) are no more than fifty cents (\$.50) apart, no salary adjustment will be made.

2. If the transfer is to a classification with a starting salary (step one) more than fifty cents lower than the employee's current classification, the employee's salary will be lowered in the same amount of the difference between the starting salaries of the respective classifications.
3. If the transfer is to a classification with a starting salary (step one) fifty cents (\$.50) or more higher than the employee's current classification, the employee's salary will be raised to at least the starting salary of the new classification. If the employee currently earns more than the starting salary, the employee's new rate will be the step in the new classification that first exceeds the employee's current rate of pay.

E. PROMOTIONS:

1. If, after satisfactory evaluation, a Department Head promotes an employee, the employee's salary will be raised to at least the starting salary (step one) for the new classification.
2. If the employee currently earns more than the starting salary (step one) of the new classification, the employee's new rate will be one step above the step in the new classification that first exceeds the employee's current rate of pay.

F. DEMOTIONS:

1. If an employee is demoted from one position to another, whether within the same department or in a different department, if the new position starting salary (step one) is no more than fifty cents (\$.50) lower than the employee's current classification, the employee's current step will be the step the employee starts on in the new classification.
2. If the demotion is to a classification with a starting salary (step one) more than fifty cents lower than the employee's current classification, the employee's salary will be lowered in the same amount of the difference between the starting salaries of the respective classifications.

G. RESIGNATIONS:

Absence without leave that exceeds five (5) days is considered to be a voluntary resignation. (See Article B, Section II, I, for Pay on Termination.) All regular City employees will be offered the opportunity to participate in an exit interview once the letter of resignation has been submitted to their department head. The exit interview will be scheduled and conducted by the Assistant City Clerk.

H. RETIREMENT:

An employee wishing to retire shall give the Department Head and the Assistant City Clerk no less than three (3) months' notice, and at the time of such notice, the employee should complete all required paperwork. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City. The employee shall also provide a schedule listing all leave the employee plans to take prior to expected retirement date. (See Article B, Section II, I, for Pay on Termination.)

SECTION III

VACATION AND LEAVES

LEAVES OF ABSENCE:

An employee must be in pay status while on leave of absence to accumulate benefits. (Exceptions are noted specifically for seniority benefits while on military leave without pay.) With Department Head approval, an employee on leave of absence without pay may be eligible to receive life insurance and health insurance benefits, provided the employee contributes both the City's share and his/her own share. KPERS membership is available up to one year of leave of absence not credited as participating service.

- A. LEAVES OF ABSENCE WITH PAY: Includes sick, vacation, military reserve, and other (as defined in the following sections). Administrative leave with pay may be authorized by a Department Head (or Mayor if the employee reports to the Mayor) when deemed appropriate.
- B. COMPUTING MONTHS OF SERVICE: Months of service are computed from the employee's hire-in date.
- C. PROMOTION, DEMOTION OR TRANSFER: When an employee is promoted, demoted or transferred, all sick leave, ~~and~~ vacation leave, and wellness leave remains to his/her credit and is transferred with the employee. When an employee changes departments or has a status change from non-exempt to exempt, all compensatory time will be paid out to employee.
- D. REQUESTS FOR LEAVE OF ABSENCE: All requests for leave of absence shall be made according to the procedures designated on the following pages for that particular leave.
- E. REPORTING LEAVE FOR PAYROLL: Leave, with or without pay, is to be reported to the Assistant City Clerk through an Absence Report or on the face of the time sheet.
- F. VACATION LEAVE:
 - 1. Employees in regular positions with the City are granted vacation leave credited annually on the employee's anniversary (hire-in) date. The following list shows the correlation between year of employment and hours available:

<u>Year (start of)</u>	<u>Hours</u>	<u>Year</u>	<u>Hours</u>
First	Zero	Eleventh	120
Second	40	Twelfth	120
Third	80	Thirteenth	160
Fourth	80	Fourteenth	160
Fifth	80	Fifteenth	160
Sixth	80	Sixteenth	160
Seventh	120	Seventeenth	160
Eighth	120	Eighteenth	160
Ninth	120	Nineteenth	160
Tenth	120	Twentieth	160

After the twentieth year of employment, 200 hours are granted.

2. Vacations are scheduled through the Department Heads or their designees and can be taken in two (2) hour increments.
3. Department Heads may take their vacations at any time subject to the approval of the Chief Administrative Officer.
4. An employee leaving the employment of the City shall receive pay for vacation credited and unused to the date of his/her separation or resignation, provided he/she has been in service of the City for at least one year. (See Article B, Section II, I, for Pay on Termination.)
5. At times, circumstances may prevent an employee from taking all of his/her vacation that is accumulated within the year. Any request for carryover must be submitted, in writing, and be approved by the Department Head. The carryover request must be accompanied by a Leave Request that schedules the usage of all requested carryover days. Department Heads must have carryover vacation approved by the Chief Administrative Officer. Employees reporting directly to the Mayor must have carryover vacation approved by the Mayor. ~~The Department Head or Mayor is not obligated to approve carryover requests.~~
6. Waiving Vacation Prohibited: Employees shall not be permitted to waive vacation leave for the purpose of receiving double pay.
7. Holidays Occurring During Vacation Period: Any official holiday, as set forth in this article, which shall occur during an employee's scheduled vacation period, shall not be counted as a day of vacation.

G. SICK LEAVE:

For purposes of sick leave, immediate family is defined as an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

1. Accumulations: Sick leave benefits are granted on the basis of eight (8) hours per month. Sick leave may be accumulated to a maximum of eight hundred (800) hours. Any employee accumulating more than eight hundred (800) hours may, by November 15, request to receive 50% sick leave pay for hours in excess of eight hundred (800) or take 50% vacation for the hours in excess of eight hundred (800). If the 50% vacation is elected, the time must be taken within the next calendar year.

Sick leave is not earned but is a benefit granted to employees to accommodate the

occasional need to remain at home due to illness. Regarding the granting of sick leave in the first month of employment: if the hire date falls in the first half of the month (1st through the 15th with the exception of February which is 1st through the 14th), eight (8) hours will be granted. If the hire date falls in the last half of the month, zero (0) hours will be granted.

2. Uses of Sick Leave: Sick leave is available to an employee when:
 - a. The employee or an immediate family member is ill or has a medical appointment;
 - ~~b. All days of funeral leave have been exhausted;~~
 - eb. An employee who has used all accrued leave but must be off work for any of the reasons listed under “Uses of Sick Leave” may request that other employees be given the option of donating some of their accrued sick leave to the employee who is without accrued leave. A request for donated sick leave will be sent twice by the Assistant City Clerk. Employees who have accumulated 240 hours of sick leave may donate at least one full day (8 hours) but not more than two days (16 hours) to another employee who has depleted all paid leave but has an illness or medical condition, or whose immediate family member has an illness or medical condition, that prevents that employee from working. Forms and guidelines are available from the Assistant City Clerk; or
 - dc. Department Heads may make exceptions, with approval from the Chief Administrative Officer, in extreme circumstances. If an employee has no available leave other than sick leave, the Department Head has the discretion to grant, eight (8) hours at a time, up to sixteen (16) hours of special personal time to be deducted from accrued sick leave.
3. Sick leave will be rounded up to the nearest half-hour.
4. Reporting of Sick Leave: If a personal or immediate family member illness prevents any employee from performing assigned duties, said employee shall notify his/her supervisor of the problem. The call should be placed prior to scheduled beginning of the employee’s workday. If an employee is absent from work and has not notified the supervisor, sick leave will be granted only by specific Department Head approval. Leave will not be recorded as sick leave unless it has been approved. A doctor’s note may be required at the discretion of the Department Head for any sick leave. The doctor’s note shall be turned in with the associated time sheet or card.
5. Before an employee can be permitted to perform ~~regular~~ duties after having sustained an injury that prevents the employee from satisfactorily performing the essential functions of his/her job, undergone any surgery ~~that prevents the employee from satisfactorily performing the essential functions of his/her job~~, or having been ill beyond thirty (30) calendar days, said employee must present the Department Head with a City-issued Return-to-Work release form, stating that the employee is fit for work. If restrictions are included on the Return-to-Work release form, a note will be needed to clear the restrictions. If a leave other than sick leave is used to cover this type of absence, the requirement of a Return-to-Work release form, stating that the employee is fit for work, still applies.

6. Sick Leave On Termination: Upon voluntary termination of employment, if two (2) weeks' notice has been given, an employee may receive pay for one-half, ~~up to thirty days (240 hours)~~, of credited sick leave. If an employee resigns without giving two weeks' notice, no payment for sick leave will be made. If the employer terminates employment, no payment for sick leave will be made. An employee retiring from City service shall receive pay for all accrued, credited, sick leave. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City. (See Article B, Section II, I, for Pay on Termination.)
7. When a request to utilize sick leave is for a scheduled work day occurring immediately before or after a holiday or holiday weekend, a doctor's note substantiating the illness will be required in order to be paid for such unworked day. If a doctor's note is not provided to the Assistant City Clerk prior to or in conjunction with submission of the time card covering such requested use of sick leave, the day will be unpaid unless the use of sick leave is approved by the Department Head. The intention of this section is to prevent the abuse of sick leave for the purpose of extending a holiday or holiday weekend.

H. FUNERAL LEAVE:

1. Eligibility: In the event of the death of an employee's spouse, spouse's parent, son, daughter, parent, brother, sister, grandparent, grandchild, or domestic partner, the employee shall be allowed funeral leave with pay up to a maximum of forty (40) hours. In the event of the death of the spouse or domestic partner of any of the above-listed relations or the death of any individual related to the employee by blood or affinity whose close association with the employee is the equivalent of a family relationship, the employee shall be allowed funeral leave with pay up to a maximum of twenty-four (24) hours. This leave must be approved by the Department Head and is not charged against any other leave accumulations. The Department Head may extend an additional sixteen (16) hours of funeral leave for out of state. Any additional leave granted must have Department Head approval and may be taken from any accrued leave.
2. Reporting Funeral Leave: An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify his/her office or immediate supervisor, who will then notify the Department Head.

I. WORKPLACE INJURY LEAVE:

1. Eligibility: Employees who are eligible to receive workers' compensation are entitled to work-related injury leave with full pay for up to five scheduled work days (40 hours or the normal number of hours scheduled in a week). Leave for a covered workers' compensation illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.
2. Reporting Injury Leave and Explanation of Benefits: In order for an employee to be eligible for paid injury leave, the nature of the injury must be reported to the employee's supervisor and Department Head within twenty-four (24) hours (1 working day); the location where the injury took place; the materials the employee was using at the time of the injury; the extent of damage, if any, to City equipment; the work procedure the employee was

following at the time of the injury; the extent of supervision at time of injury; and a statement as to how the injury could have been avoided. This report, exclusive of any workers' compensation form, must be completed and filed with the Assistant City Clerk within twenty-four (24) hours of the injury, if at all possible, before an employee is eligible for injury leave. Further, an employee must notify his/her supervisor at the beginning of the shift that the employee will be absent due to an injury on the job. Injury leave shall not be granted without written verification that the employer's workers' compensation doctor recommended the time off work. In the event an employee is injured and receives injury leave pursuant to this section, the employee shall be compensated at his/her full rate of pay for a maximum of twelve weeks. If workers' compensation benefits are discontinued, the employee on injury leave shall no longer receive a regular paycheck from the City. During the time an employee on injury leave receives a full paycheck from the City, the weekly payments authorized by the Kansas Workers' Compensation (two thirds [2/3] of gross average weekly wage) will be returned to the City Clerk no later than forty-eight (48) hours after their receipt. If an employee continues on injury leave after the twelfth week, the employee will then receive only the workers' compensation payments and not a City paycheck. Any payroll deductions for health insurance must be paid by the employee to the City in a timely manner to continue insurance coverage, and any other optional deductions can be continued or terminated at the request of the employee.

3. Return to work/light duty program: If an employee is injured and is placed on restrictions by a physician that impede or prevent the employee from resuming regular job duties, the City may offer the individual a limited term job assignment or light duty assignment which will comply with the statement from the physician regarding job duty restrictions. The return to work/light duty program is not available to Part-Time Employees. The differing job assignment or light duty assignment will be 1) actual open positions with the City, and 2) limited to a specific length of time based upon the availability of such assignment and the specific injuries of the employee. Permanent restrictions shall not qualify for this short-term accommodation. Return to work/light duty jobs are temporary employment and may be limited in time and/or eliminated at the City's discretion at any time. The City expects the same standards, performance, and attendance from an employee who is performing a return to work/light duty job as it does from a regular or full-time employee.

4. ADA Accommodations: The City will actively seek to return disabled, but qualified employees covered by workers' compensation to productive work as quickly as possible in cooperation with the City's physician or health care provider. Any accommodations will be handled in accordance with ADA requirements. In recognition of the need to maintain that level of staffing necessary to carry out the business of the City, an employee in a non-critical job position who has been unable to work for six continuous months for any reason, even if the employee is continuing to draw workers' compensation benefits, may be terminated. Employees holding critical positions as defined by the City may be terminated prior to the conclusion of six continuous months of leave if the City deems it necessary to fill the position in order to continue to operate safely. All department head positions are considered critical positions, as well as higher level supervisors within the various departments. The City reaffirms that it is an at-will employer and reserves the right to terminate employment at its discretion.

~~If necessary and if such job is available, a temporary job will be provided at first if an employee is able to perform the essential functions of that position.~~

~~Return to work/light duty jobs are temporary employment and may be limited in time and/or eliminated at the City's discretion at any time.~~

~~The City expects the same standards, performance, and attendance from an employee who is performing a return to work/light duty job as it does from a regular or full-time employee.~~

5. Physical Therapy: When an employee is attending physical therapy as a direct result of an injury on the job, as described in this Workplace Injury Leave section, the employee will not be paid twice for the same hour(s) spent attending physical therapy. If physical therapy is scheduled on a day when an employee is taking another type of leave, the amount of the other type of leave taken will be reduced by the time spent attending physical therapy. For example: an employee in a regular position, who works eight (8) hours each day, spends two (2) hours attending physical therapy on a day scheduled as vacation leave. The employee will be paid six (6) hours vacation leave and two (2) hours injury leave. If physical therapy is scheduled on a holiday, the employee will receive holiday pay but no additional pay for the time spent at physical therapy.

J. MILITARY LEAVE:

1. Leaves of absence shall be granted to employees whose United States Uniformed Services (military) obligations necessitate their absence from work. These leaves are applicable to all such obligations, including Reserve and National Guard assignments ~~(see Item J. for Military Reserve Leave)~~, and are governed pursuant to the *Uniformed Services Employment and Reemployment Rights Act* (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
2. Employees who are subject to multiple military duty assignments may, at their option, present leave notices covering all such obligations or individual leave notices.
3. Any employee who leaves city service for military duty shall be placed on military leave without pay. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.
34. Continuation of health insurance benefits will be as required by and in accordance with USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.
45. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was more than 31 days, but less than 181 days, the employee must submit an application to the City no later than 14 days following completion of service.

For service in the military for over 180 days, the employee must submit an application to the City not later than 90 days after completion of service.

~~5. Military Reserve Leave~~

- ~~a. Eligibility: An employee is eligible for military reserve leave in the event he/she is a member of any reserve component of the United States Armed Services and, pursuant to order, participates in a term of active duty or field training encampment.~~
- ~~b. Reporting Military Reserve Leave: In order for an employee to receive military reserve leave, the employee must submit orders necessitating the absence from employment to his/her supervisor not less than eighty (80) working hours prior to the commencement of the absence from employment. Upon the employee's return to work after completion of the military reserve responsibilities, the employee must submit to the City Clerk documents evidencing all monies received for participation in military reserve duties. Military reserve leave shall be limited to a maximum of one hundred forty four (144) hours of active participation in military reserve duties and a maximum of thirty two (32) working hours of travel time from the City of Haysville to the location where the employee's military reserve duties were performed. In no event shall an employee receive payment for military reserve leave in excess of the difference between the amount received by the employee for performing military reserve responsibilities and his/her normal amount of pay. In the event an employee's military reserve duties require the employee to be absent from work in excess of the maximum amount of military reserve leave set forth, the employee may request discretionary leave to satisfy military reserve responsibilities.~~
- ~~c. City employees shall be granted two weeks leave per year for meeting annual military training requirements. Such employees must give the City advance notice of annual training requirements and the scheduling thereof, and shall provide the City with copies of their applicable orders. Notice enables Department Heads to make appropriate adjustments in work schedules and workloads.~~
- ~~d. The employee may elect to waive their regular paycheck and accept the military payment instead.~~
- ~~e. This policy may change without notice to remain in compliance with State or Federal Law regarding military leave from civilian employment.~~

K. OTHER LEAVES WITH PAY:

1. Other leaves with pay may be granted for employees to attend professional conferences and meetings, or to visit other cities in the interest of the home City.
2. Requests for such leave must be made to the Department Head stating the date of absence, purpose of the leave, and the function to be attended.
3. The travel expense and authorization form should be used in requesting this leave with pay.
4. Upon returning from an approved other leave with pay, the employee must complete and forward to the City Clerk a travel expense report in accordance with the rules set forth for same.

L. CIVIL LEAVE:

1. Jury Duty or Witness For the City Under Subpoena: Upon receipt of the order requiring

the employee to report for jury duty or placing the employee under subpoena, the order will be shown to the immediate supervisor who shall receive the required permission from the Department Head. Upon receipt of pay for jury duty or witness fee, the employee shall endorse or cash the check and deliver the funds to the bookkeeping department. The employee may retain reimbursement for personal travel expenses or meals. The employee shall receive full pay for the time spent on jury duty. Employees not regularly working a full-time schedule shall receive pay for upcoming scheduled work. If jury duty extends beyond the current work schedule, employee shall receive pay based on average hours worked. If the employee is serving or appearing for jury duty on their own time, the employee may retain any payments received.

2. Court Appearance: Upon receipt of the order requiring the employee to make a court appearance, arrangements shall be made by the employee with the employee's supervisor to receive permission from the Department Head to comply with the order. An employee who is required to make a court appearance in an official capacity in connection with the City of Haysville or as expert witness either because of the employee's profession or observed knowledge will be considered on duty and no charge is made against civil leave. The employee shall file for fees where a fee is paid. The employee shall turn such fees over to the City when testimony arises out of employment with the City of Haysville when testimony is given during duty hours. If the employee uses his/her own transportation the employee may keep travel expenses.
3. Employees Involved In A Personal Case: If an employee is involved in court in a personal case, either as plaintiff or defendant, the employee shall be granted leave but the time off must be charged to an available, accrued leave. The use of sick leave must be approved by the Department Head and can only be used if all other accrued leave is exhausted. If all available leave has been exhausted, the time off may be charged to leave of absence without pay.

M. SELECTIVE SERVICE INFORMATION:

1. Employees ordered by their Selective Service Board to appear for a physical examination shall be given the required time off with pay, not to exceed forty-eight working hours.
2. Immediately upon receipt of the Selective Service Board's orders, the employee will present the order to his/her supervisor so approval may be granted by the Department Head.

N. LEAVES OF ABSENCE WITHOUT PAY:

1. A Department Head may grant leaves of absence without pay.
2. Leaves of absence without pay will not be granted until all available leave has been exhausted.
3. Requests for leave for personal reasons shall be submitted in writing to the Department Head stating reasons for the request, the date the leave shall begin and the probable date of return.
4. If an employee is no longer able to meet the requirements of his/her position, the employee

may be placed on leave without pay until again qualified, for up to six (6) months, or employment may be terminated immediately.

O. ~~ADMINISTRATIVE LEAVE~~/FMLA LEAVE:

- ~~1.~~ ~~Administrative leave with or without pay may be authorized by a Department Head (or Mayor if the employee reports to the Mayor) when deemed appropriate and any appropriate medical related leave is subject to the City's designation as FMLA leave.~~
- ~~21.~~ ~~Before leave without pay will be granted, the employee must use all accrued paid leave. The City will provide written notice of FMLA eligibility when the City becomes aware an employee has a qualifying event.is close to exhausting all accrued leave and continues to be off work.~~
- ~~32.~~ After one year of employment and 1,250 hours of service in the last 12 months, an employee may request administrative leave without pay under the Family Medical Leave Act and leave will be granted in accordance with the provisions of that act and City policy.
 - a. FMLA leave for up to twelve weeks (480 hours) during a twelve month period ~~(beginning with the first day after all accrued, paid leave is exhausted)~~ may be requested or designated for the birth of a child, or the placement of a child with the employee for adoption or for foster care; to care for a spouse, son, daughter, or parent with a serious health condition; for the employee's own serious health condition.
 - b. FMLA leave may be requested or designated for an illness, injury, impairment, or physical or mental condition that involves either inpatient care, hospice, or residential care facility, or continuing treatment by a health care provider for three or more consecutive days (72 hours); any period of incapacity because of pregnancy or prenatal care; any period of incapacity because of a chronic serious condition; any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days (72 hours) if untreated.
 - c. When both husband and wife work for the City, the full amount of leave is limited to an aggregate of twelve weeks (480 hours), when the leave is for the birth, adoption, or foster care of a child, or to care for a sick parent.
 - d. Military Family Leave Entitlements: Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed

Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy or is in outpatient status; or is on the temporary disability retired list.

- e. An employee request for FMLA leave ~~must~~should be made ~~in writing~~ thirty days in advance where the leave is foreseeable and where not possible as much notice as practical; the request or designation must be supported by a health care provider's certification of the medical condition of the person affected; the certification must include the date on which the serious health condition began, the probable duration of the condition, and other appropriate medical facts; the certification must contain a statement that the employee is needed to care for the child, spouse, or parent and an estimate of the amount of time the employee is needed. If the employee is ill, the certification must include a statement that the employee is unable to perform the essential functions of the employee's job. When the certification is for intermittent leave for planned medical treatment, it must include the dates on which the treatment is expected to be given and the duration of the treatment. A weekly update or schedule should be provided to the City Clerk.
- f. At the option of the City, a second opinion may be required from a health care provider chosen by the City.
- g. If the second opinion differs from the first, a third opinion may be required and is considered final and binding on both the employee and the City.
- h. Benefits do not accrue during the twelve weeks of FMLA leave. Health insurance will continue during the twelve weeks as if the employee was still on the job and all employee contributions must be made in the appropriate manner. Intermittent leave, where the employee is on leave for two (2) week periods or greater, will require the employee to make health insurance contributions.
- i. Leave request forms are available from the City Clerk.

P. HOLIDAYS:

1. All employees in regular full-time positions with the City of Haysville shall receive holidays with pay for all legal holidays observed by the City.

When a request to utilize sick leave is for a scheduled work day occurring immediately before or after a holiday or holiday weekend, a doctor's note substantiating the illness will be required in order to be paid for such unworked day. If a doctor's note is not provided to the Assistant City Clerk prior to or in conjunction with submission of the time card covering such requested use of sick leave, the day will be unpaid unless the use of sick leave is approved by the Department Head. The intention of this section is to prevent the abuse of sick leave for the purpose of extending a holiday or holiday weekend.

Police Department personnel are paid for holidays according to department procedures,

and the Department Head should be consulted for details.

Shift workers will be paid overtime holiday pay for the time worked on the actual legal holiday at a rate of one and one-half (1 ½) times their regular pay in addition to their regular rate of pay.

If a legal holiday observed by the City falls on Saturday, administrative offices will be closed on the Friday before; if the holiday falls on Sunday, the administrative offices will be closed on the Monday after.

Legal holidays observed by the City are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

2. Personal Holidays:

- a. All employees in regular full-time positions shall receive two (2) personal holidays each year.
- b. Personal holidays in year of hire: Employees hired before July 1 are allowed two personal holidays a year; employees hired July 1 or after, but before October 1 are allowed one personal holiday; employees hired October 1 or after do not receive personal holidays until the following year.
- c. Personal holidays shall be scheduled through the Department Heads and/or Supervisors, are credited on a calendar year basis, and cannot be carried over from one year to the next. Personal holidays can be taken in two (2) hour increments.

Q. WELLNESS LEAVE:

1. Wellness leave hours are earned by attending Wellness Committee Training Sessions, completing wellness programs, and winning wellness challenges. Wellness leave may be earned by all employee types. Wellness leave may be accumulated to a maximum of eighty (80) hours.
2. Wellness leave is scheduled through the Department Heads and can be taken no less than one half hour at a time.
3. Wellness leave upon voluntary termination of employment: if two (2) weeks' notice has been given, an employee may receive pay for one half of credited wellness leave. An employee retiring from City service shall receive pay for all credited wellness leave. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City. (See Article B, Section II, I, for Pay on Termination.)

R. EXTENDED ABSENCE: When an employee takes six (6) months or more of any individual leave

or combined types of leave, the employee will be required to pass ~~a fit for duty test administered by the City's workers' compensation doctor~~ all pre-employment testing prior to returning to work. If employee is in a position that requires psychological evaluation during the hiring process, employee will also be required to pass a psychological evaluation by the City's psychological doctor prior to returning to work.

SECTION IV

DISCIPLINE

A. AUTHORITY TO DISCIPLINE:

The Mayor, Department Heads, and immediate supervisors shall have the authority to discipline personnel. Each disciplinary action will be based upon the facts and circumstances surrounding the particular case.

B. REPRIMAND: Verbal/Written

1. A copy of all official reprimands will be placed in the employee's personnel file.

C. SUSPENSION:

1. The Department Head (or Mayor if the employee reports directly to the Mayor) shall notify the employee in writing of the reasons for the suspension, number of hours or days of the suspension, the date and time the employee may return to work, if suspension is paid or not paid, and other terms the employee must meet before returning to work.
2. An employee charged with a felony shall be suspended without pay and benefits pending final disposition of the matter or may be terminated from employment if such suspension is likely to last longer than two weeks. If such an employee is found not guilty of the charges or such charges are dismissed, the employee may petition the Mayor in writing for ~~either~~ reinstatement of employment ~~or~~and any benefits and pay that may have been lost as a result of a suspension.

D. DEMOTIONS:

1. Employees may be demoted for inability to satisfactorily perform assigned duties, or during periods when it is necessary to lay off employees.
2. All demotions shall require recommendations by the employee's Department Head (or Mayor if the employee reports directly to the Mayor) and approval by the Mayor. Any employee who is demoted will be notified of this fact.
3. See Section II. D. Transfers for clarification on downward transfers not resulting from disciplinary action.

E. EMPLOYEES COMMITTING CRIMINAL OFFENSES:

Any employee arrested and charged with a criminal offense other than a felony is required to report the offense to his/her Department Head within 24 hours and may be suspended without pay pending final disposition of the case. The employee is not entitled to receive any benefits during the suspension period ~~unless approved by the Department Head~~. If the employee is found not guilty of the charges, the charges are dropped, or the case is not taken to trial; said employee may petition the Mayor in writing for reinstatement of any benefits and pay that may have been lost as a result of the suspension. The Mayor shall respond to any such request on a case-by-case basis.

F. DISMISSALS:

1. THE CITY OF HAYSVILLE IS AN AT-WILL EMPLOYER, AND EMPLOYMENT MAY BE TERMINATED AT THE DISCRETION OF MANAGEMENT OR THE EMPLOYEE WITHOUT PRIOR NOTICE. (See Page B-5 for Pay On Termination.)

G. RETURN OF CITY PROPERTY:

An employee leaving the City's service through resignation, layoff, dismissal, or retirement is responsible for returning all City property ~~before receiving final paycheck~~. (See Section 1, Article H, Return of City Property)

SECTION V

BENEFITS

A. FRINGE BENEFITS:

1. Medical Insurance Coverage: Regular full-time employees will receive group medical insurance the 1st of the month following a 30-day waiting period. Regular part-time employees who average at least 30 hours per week, after a one year measurement period, are eligible for medical insurance. A Section 125 Plan is in effect and allows the employee the option to deduct the employee's contribution to insurance from before-tax income. The amount of any such employee contribution may change from time to time as established by the Department Heads.
2. Term Life Insurance: Regular full-time employees will become eligible to participate in the City's group life insurance plan immediately upon hiring. Effective dates of coverage will depend upon the time required to generate the necessary paperwork and for the insurance carrier to process the application. Certain insurance requirements may disqualify an employee from coverage.
3. Workers' Compensation: The City carries workers' compensation on all employees. All injuries must be reported immediately to the employee's immediate supervisor.
4. Voluntary Retirement Plan: A payroll deduction program is an option of the employee to contribute to a personal retirement fund. Employees may select KPERS 457, a deferred compensation program where the employee's contribution is taken from the gross pay before taxes, or KPERS 457 ROTH, a program where the employee's contribution is taken after taxes.
5. Dental Insurance: Dental Insurance coverage is available through payroll deduction.
6. Employee Assistance ~~Plan~~Program (EAP): The City contracts with Employee Assistance Consultants (EMPAC) to provide counseling to employees of the City and their families in dealing with any type of personal problem, including but not limited to, alcoholism, drug abuse, financial or legal difficulties, family problems, and other similar difficulties. The program offers confidential services and is designed to encourage early intervention and awareness of such problems and offer help at the earliest opportunities. EMPAC contact information is available on department bulletin boards and from Department Heads, Supervisors, and the Assistant City Clerk. ~~provides assistance for most problems to any employee or family member.~~
7. HAC: Each employee receives a free single membership to the Haysville Activity Center. The value of a single membership shall be considered part of the employee's wages for tax purposes. Payroll deduction is available for family memberships. Part Time and Temporary employees are eligible for the HAC benefit. Contract employees do not qualify. Part Time employees must work an average of 5 hours per week to qualify.
8. ACH: Automatic deposit of payroll checks is available at the employee's request. Forms

are available from the Assistant City Clerk.

9. Vision Insurance: Vision Insurance coverage is available through payroll deduction.

B. RETIREMENT PLAN:

It is mandatory that all regular City employees become participating members of the Kansas Public Employees Retirement System (KPERs). The KPERs plan, in addition to retirement benefits, also provides disability and life insurance benefits.

SECTION VI

CITY OWNED AND PRIVATE VEHICLES AND EQUIPMENT

A. USE OF CITY OWNED VEHICLES AND EQUIPMENT

City owned vehicles or City equipment are to be used for City business and use only. No one except employees or elected or appointed officials is permitted to drive City owned vehicles.

Unauthorized use of a City vehicle can result in the suspension or dismissal of any employee with authority or control over such vehicle.

In the event of any accident or damage to equipment, employees are required to take the following action:

1. If a City owned vehicle is involved in any accident, whatsoever, the appropriate police department shall be notified so an investigation can be made before the vehicle is moved;
2. All injuries, equipment damage, or damage to any real or personal property must be reported to an employee's immediate supervisor and Department Head as soon as possible;
3. A City approved incident form must be filled out and submitted to the employee's Department Head and immediate supervisor within 24 hours of the injury, accident, or damage, if circumstances permit. Medical disability may justify waiver of this time deadline by the employee's supervisor or Department Head.
4. An on-duty employee involved in a motor vehicle accident resulting in any damage to any vehicle, and/or an employee involved in a motor vehicle accident resulting in any damage to any vehicle while such employee is operating a city-owned vehicle at any time, will be subject to a drug and alcohol test as soon as possible after the accident. (See Article A, Section IX, C, 3 – Post-Motor Vehicle Accident Testing.)

Before an employee is permitted to operate a City vehicle, he/she must have a valid Kansas driver's license appropriate for operation of such vehicle. Equipment is to be used for City use only; however; work may be exchanged with another governmental unit. This must meet current IRS guidelines. (See current administrative bulletin.)

Use of any tobacco product is prohibited in or on any City vehicle or City equipment regardless of whether or not the vehicle has an enclosed cab. Electronic cigarettes (E-Cig), personal vaporizers (PV), and electronic nicotine delivery systems (ENDS) are also prohibited in or on any City vehicle or City equipment.

Use of mobile electronic devices must not cause driver to be distracted.

B. USE OF PRIVATE VEHICLES AND SUBSISTENCE

When authorized, officers and employees of the City shall be reimbursed for mileage at a rate equal to that allowed by the State and other expenses incurred while on official City business.

In case of an accident occurring to a personal vehicle while an employee is on City business, the vehicle owner's insurance policy will be required to cover any repairs, but the City will cover the owner's

deductible unless the employee is determined to be at fault. If the employee is determined to be at fault, the City assumes no responsibility for any expenses except as required by law.

SECTION VII

DEPARTMENT HEADS

The City Department Heads have the authority and responsibility for administering this policy in their respective departments.

Department Heads are exempt employees and schedule their time to accomplish the requirements of the position.

Department Heads are required to live within ~~fifteen~~thirty miles of City Hall and are appointed by the Mayor.

SECTION VIII

EMPLOYEE SAFETY

It is the operational policy of the City of Haysville that it is possible to effectively combine two goals:

SAFE OPERATION AND HIGH PRODUCTIVITY ON THE JOB.

The requirement of on-the-job safety is as important as the services we render to the public.

The City has a fully integrated safety program covering all its operations, including motor vehicles, that is administered by an employee safety committee. The employee safety committee members work with employees and supervisors to continuously examine operations and activities within each department to ensure the establishment of safe practices, and to eliminate hazardous conditions. Safety is everyone's responsibility, and your cooperation is necessary to help the City and the employee safety committee maintain and improve the City's current safety record. The safety committee shall conduct a safety audit of all City facilities on an annual basis. Such audit shall include soliciting input from employees regarding safety issues and concerns as well as forming recommendations to changes in policies or practices to increase workplace safety.

One member of each City department will serve on the committee, which will meet at least once every two (2) months. The committee shall be chaired by a Department Head. Members of the committee are appointed by the Department Heads and shall serve until replacements are appointed.

SECTION IX

SUBSTANCE ABUSE POLICY

All City of Haysville employees are expected and required to report to work on time and in appropriate mental and physical condition, free from the effects of drugs and alcohol.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, other than a controlled substance dispensed as a prescription by a physician for such City employee, on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action including the possibility of termination, and may result in criminal prosecution.

Employees needing help in dealing with substance abuse problems are encouraged to seek assistance and use health insurance plans as may be appropriate.

The City of Haysville employees must, as a condition of employment, abide by the terms of the policies and procedures concerning drug and alcohol abuse and promptly report any conviction under a criminal drug statute for violations occurring on or off City premises. Such report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by The Drug Free Workplace Act of 1988.)

A. PURPOSE

The City has a reasonable right to expect its employees to report for work fit for duty, free from the effects of drug and/or alcohol use.

The City recognizes that an employee's physical condition affects job performance and that drug abuse ranks as one of the major health problems in our society. It is the intent of this policy to express the City's viewpoint on drug use exhibited by behavioral/medical disorders, to encourage an enlightened viewpoint toward these disorders and to provide guidelines for consistent handling of situations arising from such disorders.

B. DEFINITIONS

Alcohol: Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted whatever the original, and includes synthetic ethyl alcohol.

City Business: Any work related function of an employee performed in accordance with such employee's job duties while such employee is being compensated by the City in any manner, or will request reimbursement from the City for undertaking/participating in the act. Unlawful acts or acts in violation of this policy are not City Business.

Controlled Substance: Any substance included under the Uniform Controlled Substances Act of the State of Kansas or so defined by Federal law.

Designated Employer Representative (DER): is the point of contact for the City's Designated Testing Facility. This representative will make appointments for the testing, and will receive the test results and other communications for the employer (*Consistent with the requirements of 49 CFR part 40*). The Designated Employer Representative for the City of Haysville shall be the City Clerk.

Drug: Any chemical substance, which produces physical, mental, emotional or behavioral changes in the user.

Drug and Alcohol Testing: Procedures utilized to detect the presence in an employee's system of alcohol, drugs, controlled substances, illegal drugs, or intoxicating substances. Such testing may include, but is not limited to, urinalysis, breath analysis, hair analysis or blood testing.

Illegal Drugs: Means drugs or controlled substances that are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful or prescribed manner, including but not limited to, cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP); prescription drugs that are not lawfully obtained or not properly utilized; and mind-altering or addictive substances such as glue and peyote that are not sold as drugs or medicines but are used for the mind- or behavior-altering effect.

Intoxicating Substance: Any substance which produces physical, mental, emotional or behavioral changes. Examples of intoxicating substances include, but are not limited to, controlled substances, legal and illegal drugs, alcohol, and legal substances used for their intoxicating effects such as glue and paint thinner.

Legal Drugs: Legally prescribed drugs and non-prescription medications are not generally prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor prior to undertaking any task indicated by the warning label. The misuse or abuse of legal drugs, including prescription drugs, while performing job functions is prohibited.

Possession: Having in one's possession or exerting control over a controlled substance which is not obtained either directly from a doctor or pharmacist using a valid prescription, or having controlled substances, the possession or use of which is unlawful pursuant to the laws of the State of Kansas or any federal law or regulation. Possession also includes having or exerting control over, on City premises and without proper authority, drugs, illegal drugs, alcohol and intoxicating substances when such intoxicating substances are intended for use as intoxicants.

Prescription Drugs: A legally prescribed drug means that the employee has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. In addition, all law enforcement officers and any employee who operates any vehicle as part of their job duties must obtain a written release from a licensed medical practitioner authorizing the person to perform their job duties while taking any prescription that carries a warning indicating that it may potentially impact such employee's ability to perform job duties. Other employees may be required to obtain such a release at the discretion of the employee's supervisor.

Reportable Incidents: A reportable incident is:

1. any event in which an on-duty employee is involved in a motor vehicle accident resulting in any level of property damage to any vehicle involved,
2. any event in which an employee is involved in a motor vehicle accident resulting in any level of property damage to any vehicle while operating a city-owned vehicle,

3. any event in which another individual suffers physical injury as the result of an employee, and
4. any event involving physical injury to an employee.

Test Refusal: Any of the following may be construed as a test refusal:

1. Refusing to provide specimen. This includes an insufficient volume of urine without a valid medical explanation.
2. Tampering with, adulterating, or substituting a specimen.
3. Failure to appear for testing upon notification.
4. Leaving the scene of an accident without just cause prior to submitting to a test.
5. Leaving collection facility prior to test completion.
6. Failing to permit an observed or monitored collection when required.
7. Failing to take a second test when required.
8. Failing to undergo a medical examination when required.
9. Failing to cooperate with any part of the testing process.
10. Failing to sign a consent or drug/alcohol test form.
11. Once test is underway, failing to remain at site and provide a specimen.

Under the Influence of Alcohol: As a result of the consumption of alcohol an employee's ability to perform the job is impaired to any degree. For the purpose of this definition, a blood alcohol level of .08% by weight (0.02% if under 21, and .04% if operating a CMV) shall be considered to be sufficient to establish that an employee is under the influence to a degree that law enforcement shall be notified to determine if any unlawful act was carried out by such employee.

Under the Influence of Prescribed Drugs, Illegal Drugs, Controlled Substances, Over the Counter Substances or Other Intoxicating Substances: As a result of the consumption, inhalation, injection or other use of any substance, or the use of any substance in combination with alcohol, an employee's job performance is impaired to any degree.

C. TESTING PROTOCOL AND PROCEDURES

To promote a drug and alcohol free workplace, the City will utilize drug and alcohol testing to promote the goals of the substance abuse policy. Prior to testing, the person tested will be asked to sign a Chemical Screen Consent and Release Form. An applicant who refuses to sign such a form shall not be further considered for employment. An employee who refuses to sign such form shall not be tested, but shall be immediately subject to discipline up to and including termination of employment.

Testing will occur as follows:

1. Applicant Testing. Each applicant shall read the substance abuse policy and complete, sign and date a chemical screening consent and release form. All applicants for employment with the City who receive a conditional offer of employment will be required, as a condition of employment, to successfully complete a drug detection test. Any conditional offer of employment will be withdrawn unless the

applicant signs the form and submits to the testing procedure. Each applicant tested shall be notified of the time and location of the test. Applicants who refuse to participate in a screening at the scheduled time will be denied employment. Any such applicant tested who fails to successfully complete this testing shall not be eligible to reapply to work at the City for a period of 1 year.

2. Reasonable Cause Testing For Employees. Employees may be asked to submit to a test if reasonable cause exists to indicate their health or ability to perform work is impaired. Factors which may establish such reasonable cause to believe that an employee's work performance is impaired include, but are certainly not limited to:
 - a. Sudden changes in work performance;
 - b. Repeated failure to follow instructions or operating procedures;
 - c. Violation of city safety policies;
 - d. Involvement in an accident or near accident;
 - e. Discovery or presence of illegal drugs or controlled substances, drug paraphernalia or alcohol in an employee's possession or near the employee's workplace;
 - f. Odor, on or about an employee's person of alcoholic beverage and/or residual odor peculiar to some chemical or controlled substances;
 - g. Unexplained and/or frequent absenteeism or tardiness;
 - h. Personality changes or disorientation;
 - i. Arrest or conviction for violation of a criminal drug or alcohol law, or for driving under the influence of an intoxicating substance whether on or off duty;
 - j. Any serious worker's compensation injury; OR
 - k. Any other circumstances, which, in the City's sole discretion, merit reasonable cause testing.

If a Supervisor, Department Head, or the Chief Administrative Officer believes reasonable cause exists for drug/alcohol testing, or has a reasonable cause that an employee may be impaired or using substances, the supervisory individual shall direct the employee to submit to drug/alcohol testing at the City's designated time and expense. The employee shall sign a chemical screening consent and release form.

3. Post-Motor Vehicle Accident Testing. An on-duty employee involved in a motor vehicle accident resulting in any damage to any vehicle, and/or an employee involved in a motor vehicle accident resulting in any damage to any vehicle while such employee is operating a city-owned vehicle at any time, will be subject to a drug and alcohol test as soon as possible after the accident. Accidents determined to be no fault of the employee will not require the employee to be tested. Any employee who is seriously injured and cannot provide a specimen at the time of the accident shall be required to provide the necessary authorization for obtaining hospital or treatment records and other documents that would indicate whether there were any substances in the employee's system that could have impaired the employee's ability to safely operate a vehicle.
4. Return to Service Testing. Employees who return to service after an extended time (~~twelve weeks~~six months or longer) away from employment with the City will be required to submit to drug testing.
5. CDL additional requirements. Employees already employed by the City who seek to transfer into a job position that requires them to have a Commercial Drivers License must complete a drug/alcohol test prior to such job transfer taking effect. Upon receipt of a negative test, the employee may perform

those functions that require the CDL. Details of pre employment testing and exemptions can be found in 49 CFR, part 382.301.

The City must request alcohol and controlled substances information from previous employers in accordance with the requirements of 49 CFR, parts 40, 382.413 and CFR 391.23 (e). Applicants offered a position requiring a CDL and employees seeking transfer to a position requiring a CDL must sign release of information forms allowing the City to receive alcohol and controlled substances information from previous employers.

6. Random Testing
 - a. All drivers that perform CDL functions as a normal part of their job are subject to random drug and alcohol testing.
 - b. Random testing will be unannounced and unpredictable; spread reasonably throughout the calendar year. Testing will be conducted at all times of the day when CDL functions are performed.
 - c. Employees are required to proceed immediately to the collection site once notified of testing.
 - d. Drug and/or alcohol tests will be conducted while the employee is on duty.
 - e. The list of employees selected will be retained by the DER in a secure location.
 - f. Details of the random testing process can be found in 49 CFR, part 382.305.
7. Other Testing Programs. Employees may be required to submit to drug and alcohol testing when required by federal or state law or regulation. If an employee is charged with or convicted of a drug-related crime, or a crime in which drugs/alcohol were a contributing factor, the City may investigate the circumstances and require a drug test.

REFUSAL TO TAKE ANY DRUG OR ALCOHOL TEST IN CONFORMANCE WITH THIS POLICY IS GROUNDS FOR IMMEDIATE DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

D. TESTING OF EMPLOYEES: Test and Post-Test Procedures and Appeals. This section describes testing and post-test procedures regarding the City's drug/alcohol testing program.

1. Types of Tests. Generally, drug or alcohol screening of applicants or employees will include a urinalysis and may also include breath analysis, hair analysis and/or blood testing. The City's drug testing program is designed to identify, through chemical testing (but is not limited to), the presence/use of the following drug groups: alcohol; amphetamines; barbiturates; cocaine/metabolite; methaqualone; phencyclidine (PCP); opiates; benzodiazapines; and cannabanoids (THC, the active ingredient of marijuana). These groups were selected based on known abuse in the community and the ability of each substance to adversely affect physical/mental performance. As new or existing drugs develop into abuse problems, they shall be included in the testing when technically and financially feasible.
2. All drug/alcohol testing shall be done at a city designated facility.
3. An employee shall be informed of the testing result by a designated representative of the City. All testing results will be kept confidential in conformance with the City's personnel policies, applicable provisions of State and Federal law. The release of such results shall be allowed when necessary for administrative or judicial action or review. Testing results may have a reduced

expectation of privacy as part of request for review of a disciplinary action by the employee, as such request necessitates providing the information to additional individuals to utilize in the review of the evidence.

4. Employees with negative test results following a random test, return to work test, or CDL test are expected to return to their place of employment. Applicants and employees tested based on some level of cause will be contacted by a representative of the City.
5. All positive test samples shall be retained by the testing laboratory for one (1) year, or such longer period as is necessitated by administrative or legal action. A confirmed positive test shall result in rescission of any conditional offers of employment for applicants, and disciplinary action up to and including termination for employees. An employee will be provided an opportunity to explain any positive results. In addition, an employee with a confirmed positive test result may, at their own option and expense, have a second confirmation test made on the same specimen at a laboratory of the employee's choice that has been approved by the City. An employee or applicant shall request such retest within thirty days of being notified of the original test results. The laboratory used for the retest shall have chain of custody procedures to ensure proper identification, labeling and handling of test samples and proper exchange with the return of the samples of the original medical group or laboratory. The employee may be placed on unpaid leave during the pendency of such retest. Following review of the appeal process, a final determination will be made by the appropriate authority. Due to the transient nature of most substances within the human body, and to avoid fraud, an employee will not be allowed to submit another specimen for testing.
6. Employees who seek treatment of an impairment issue, may be placed on suspension without pay awaiting pending testing results *following an initial confirmed positive result*, may be placed on suspension without pay if necessary during the time required for such specimen to be evaluated.

E. EXCEPTION FOR PRESCRIBED MEDICAL USAGE

The legal use of drugs or controlled substances shall not subject an employee to disciplinary action, or an applicant to denial of employment, if that usage is pursuant to prescribed medical treatment by a licensed medical professional, and it will not/does not adversely affect job performance. Medications specifically warning against operation of vehicles/machinery while under the influence of such medication shall be deemed detrimental to job performance, and may subject an employee to disciplinary action if such employee operates City vehicles/machinery while taking a prescription for such medication unless and until the City is provided with notification from a licensed physician that such medication is safe for such employee to use while operating such vehicle/machinery. An employee or applicant whose drug test is positive shall be given the opportunity to provide a physician's report or statement substantiating the prescribed and lawful use of the drug indicated or detected.

If the use of prescribed drugs adversely affects the employee's job performance and/or is detrimental to the public trust or safety of other employees or citizens, the employee shall be reassigned to an alternative position or placed on a leave of absence. Leaves of absence may be paid or unpaid, and will be used only in accordance with current policies and applicable law.

F. INVESTIGATION

To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to take the following actions:

1. City management may at any time, in support of upholding the requirements of this policy, conduct an administrative search, review or inspection of any City property assigned to any employee, including City vehicles, desks, cellular telephones and computers, including all electronic mail, internet usage logs and electronic documents. If any evidence of criminal activity is discovered during an administrative search, such search will be immediately terminated and law enforcement will be notified.
2. City management may request an investigation by law enforcement of any set of facts that suggest a crime may have occurred upon or involving city property.

G. DISCIPLINARY ACTION

1. Any employee engaging in the use of alcohol while on city business or who reports for duty under the effects of alcohol will be removed from the workplace, required to undergo testing and may be disciplined up to and including termination. This provision, however, shall not apply to law enforcement officers whose use of alcohol is necessitated by current undercover assignment. However, this exception shall not apply to a law enforcement officer who reports for duty under the influence of alcohol, regardless of assignment.
2. Any employee engaged in the use, possession, purchase, sale, or transfer of any illegal drug while on city property or while on city business will be removed from the work place, required to undergo testing, and may be disciplined up to and including termination and may be subject to criminal investigation and/or prosecution. This includes prescription drugs, unless the individual has been given a valid prescription by a medical professional for such drug.
3. If an employee is arrested or convicted for driving under the influence of alcohol and/or drugs, or for violation of a drug statute (while on or off duty/city business), the city may utilize the drug and alcohol testing procedure and conduct an investigation. If evidence supports a finding that such employee violated a City policy or a federal, state or local law, City administrative personnel will determine the appropriate course of action. The employee may be disciplined, up to and including termination.
4. As a condition of employment, an employee agrees that at any time while employed by the City, the employee shall notify the City's Designated Employee Representative (DER) of any DUI arrest, drug-related conviction or for any plea of guilty, *nolo contendere*, diversion or suspended imposition of sentence that has been entered on a drug or alcohol related charge. The employee must give notice in writing to the City within five (5) days after such arrest, conviction, AND disposition of charge. If a sentence is imposed for such act that makes it impossible for an employee to carry out their job duties, such employee shall be terminated from employment.
5. The City will not hire any applicant who tests positive for illegal drugs or alcohol. Such persons shall be prohibited from employment with the City for one (1) year. Applicants who have reapplied shall be subjected to a new drug screening prior to being reconsidered for employment.
6. Any city employee who is involved in a reportable incident shall be subject to an investigation. Any city employee who is involved in an incident involving drugs and/or alcohol, whether on or off duty, is subject to investigation to determine whether job related issues are associated with such incident. Employees may be directed to undergo drug or alcohol detection tests. An employee who

refuses to participate in a required drug or alcohol detection test will be subject to discipline, up to and including termination.

7. The City reserves the right, in lieu of discipline, to refer an employee who tests positive for drugs and/or alcohol to an appropriate rehabilitation program. Such referral will require the employee, as a condition of continued employment with the city, to participate in such rehabilitation program. Participation in such a program may require leave from employment, which must meet the requirements of one of the City's existing leave policies. Participation in such program shall not alter or amend the employee's status as an employee at will. The City and the employee can still terminate the employment relationship at any time, with or without cause, and with or without advance notice. Following completion of such rehabilitation program, the employee shall be subject to periodic drug and/or alcohol testing for as long as necessary depending upon job duties.
8. All illegal substances discovered during an investigation of possible improper drug and/or alcohol use by city employee will be given to the appropriate law enforcement agency. Criminal prosecution may result.
9. The verified use, sale, possession, transfer, or distribution of a narcotic, intoxicating substance, any illegal drug, or alcohol while an employee is on duty, in a city vehicle, or in city uniform will subject said employee to disciplinary action, up to and including termination. Any such activity shall also be reported to the appropriate law enforcement agency. Criminal prosecution may result.
10. If an employee believes a Supervisor is under the influence of drugs and/or alcohol, the employee shall report the incident to the Supervisor's immediate superior, or to the Chief Administrative Officer. If the employee feels that reporting such an incident in this manner would adversely affect their working relationships or conditions, the report may be made to the Chief Administrative Officer. The Reporting Employee shall identify themselves to the Chief Administrative Officer or immediate Supervisor. The identity of the Reporting Employee shall be kept confidential to the extent possible, however, a Reporting Employee's name may be disclosed if a grievance or litigation proceeding results. Any allegations of retaliation against a Reporting Employee shall be handled under the City of Haysville's Non-Harassment Policy

This substance abuse policy is intended to be, and is, a unilateral expression by the City of the general policies, procedures and guidelines concerning substance abuse. It is not intended to, and does not, create any contractual rights of employment, either express or implied, between the City and its employees. The policy does not change the employment at will relationship between the City and its employees. Either the City or an employee may terminate the employment relationship at any time, with or without cause, and with or without advance notice.

As with all its policies and procedures, the City reserves the right to change the provisions of the substance abuse policy at any time, with or without notice.

H. CDL SPECIFIC PROCEDURES. Where this section conflicts with other sections of the Substance Abuse Policy, the more stringent of the two sections shall govern.

1. General

The Department of Transportation (DOT), Federal Motor Carriers Safety Administration (FMCSA) requires the City of Haysville (hereinafter "the City" to establish a drug and alcohol testing program

designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles (CMV). The purpose of this policy is to comply with all regulations which require affirmative action by the City to eliminate the impact of the use of controlled substances and misuse of alcohol in the workplace.

- a. This policy applies to any employee of the City who holds a Commercial Drivers License (CDL) and uses that license to operate a commercial motor vehicle. 49 CFR, part 382.107 defines these vehicles as a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - i. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - ii. Has a gross vehicle weight rating of 26,001 or more pounds; or
 - iii. Is designed to transport 16 or more passengers, including the driver; or
 - iv. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the hazardous Materials Regulations (49 CFR Part 172, Subpart F)
- b. Testing Procedures. All testing conducted under this policy will follow the procedures as set forth in 49 CFR, parts 40 and 382.

2. Test Refusal

For the purposes of testing and refusals, the following guidelines shall be followed:

- a. Behavior that Constitutes a Refusal to Test.
 - i. Refusing to provide specimen. This includes an insufficient volume of urine without a valid medical explanation.
 - ii. Tampering with, adulterating, or substituting a specimen.
 - iii. Failure to appear for testing upon notification.
 - iv. Leaving the scene of an accident without just cause prior to submitting to a test.
 - v. Leaving collection facility prior to test completion.
 - vi. Failing to permit an observed or monitored collection when required.
 - vii. Failing to take a second test when required.
 - viii. Failing to undergo a medical examination when required.
 - ix. Failing to cooperate with any part of the testing process.
 - x. Failing to sign Step 2 of the alcohol test form.
 - xi. Once test is underway, failing to remain at site and provide a specimen
- b. No driver shall refuse to submit to an alcohol or controlled substance test required by 49 CFR, parts 40 and 382.

3. Tests Required

a. Post-Accident testing for CMV operators.

i. As soon as practicable following an accident, the driver of a commercial motor vehicle, operating on a public road in commerce, must be tested for alcohol and controlled substances under certain conditions.

a) Alcohol testing must be conducted if a driver receives a citation for a moving violation within 8 hours of the accident.

b) Drug testing must be conducted if a driver receives a citation for a moving violation within 32 hours of the accident.

ii. The driver who is subject to post-accident testing shall remain readily available for such testing (meaning that the employer knows where the driver is) or may be deemed by the City to have refused to submit to testing.

iii. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

iv. Details of post-accident testing and exemptions can be found in 49 CFR, part 382.303. The following chart defines when an accident has occurred and when testing must take place.

Type of accident	Citation issued to CMV driver	Tests required
1. Human fatality	YES	YES
	NO	YES
2. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
3. Disabling damage to any motor vehicle, requiring tow away	YES	YES
	NO	NO

b. Follow-up Testing. Details of the follow-up testing process can be found in 49 CFR, part 40, subpart O.

4. Handling of Test Results, Confidentiality

a. Access to records.

i. Except as required by law or expressly authorized by release by an employee, the City will not release driver information that is contained in records required to be maintained under 49 CFR, parts 40 and 382.

ii. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.

iii. A driver's testing records will be made available to a subsequent employer upon receipt of a written request from the driver.

iv. The City may disclose information required to be maintained pertaining to a driver to the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the individual (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver), and arising from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test result).

5. Consequences for Operating a Vehicle in a Prohibited Manner

- a. Operators who refuse an alcohol test following a driving related event will be subject to termination under the insubordination provisions of this personnel manual.
- b. Operators who test positive for alcohol following a driving related event will be subject to termination if the amount of alcohol within such employee's system is prima facie grounds for criminal action, under the prohibition against criminal conduct on duty provisions of this personnel manual.
- c. Operators who test positive for any amount of alcohol within their system following a driving related event in which any person, including the operator, suffered an identified injury will be subject to discipline up to and including termination for unsafe operation of a vehicle.
- d. Operators who test positive for any amount of alcohol within their systems following a driving related event will be subject to termination if the event was a second or subsequent act of violation of the prohibition against use of alcohol within the scope of employment as set forth within this policy.
- e. Operators who test positive for any amount of alcohol within their systems who have been involved for the first time in a minor traffic event resulting in damage of \$500 or less with no harm to themselves or another individual may be given an opportunity to retain his or her employment, provided they:
 - i. Participate in an evaluation by EMPAC, and
 - ii. Actively participate in and successfully complete any EMPAC recommended evaluation/rehabilitation program, and
 - iii. Receive a verified negative test result on a return-to-duty test, and
 - iv. Retain all of the licenses and qualifications necessary for the job position.
- v. All costs associated with the evaluation and rehabilitation program are the responsibility of the employee.
- vi. Employees should consult their health insurance policy for extent of nervous, mental and substance abuse coverage.

- vii. A second positive test whether it indicates a drug or alcohol policy violation, will result in immediate termination of employment.
- viii. The City may impose such additional disciplinary actions as deemed appropriate. This may include removal from performing covered functions, suspension (with or without pay), or termination.

SECTION X

NON-HARASSMENT POLICY

The City supports the rights of all its employees to work in an environment free from all forms of harassment, including harassment on the basis of race, color, religion, gender, national origin, veteran status, age, disability or any other protected category. Harassment of any kind will not be tolerated; employees have the obligation to report all incidents of harassment, and those reports will be promptly and thoroughly investigated. Any employee who has engaged in harassing conduct will be subject to immediate discipline, up to and including immediate termination.

Harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward others because of their, or their relatives', friends', or associates', race, color, religion, gender, national origin, veteran status, age, disability or other protected characteristics, and which creates an intimidating, hostile or offensive working environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

Generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or conduct relate to race, color, religion, gender, sexual orientation, national origin, veteran status, age, or disability:

- Epithets;
- Slurs;
- Negative stereotyping;
- Threats; and,
- Written or graphic material that denigrates, or shows hostility or aversion toward, an individual or group because of their race, color, religion, gender, sexual orientation, national origin, age, disability or other protected characteristics, when such material is distributed or circulated in the workplace, placed on walls, bulletin boards, or elsewhere on City premises.

Reporting Incidents of Harassment. Again, the City prohibits harassment of any kind. Immediately report any incidents of harassment to one of the individuals listed below.

1. Employee's immediate supervisor;
2. Employee's Department Head;
3. Other supervisory personnel regardless of the department.

In departments that operate 24 hours per day / 7 days a week or outside of the 8 a.m. to 5 p.m., Monday through Friday work week, employees can report any incidents of harassment to one of the above individuals 24 hours per day / 7 days per week.

Reports of harassment involving any of the above listed persons shall not be reported to that person; instead, make the report to one of the other persons identified. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith, or those who cooperate with harassment investigations. Complaints must include detailed information concerning the harassing conduct; the names of all persons involved; the names of any witnesses; and any other information deemed helpful to an investigation.

All reports will be treated, to the extent possible, confidentially and will be promptly investigated.

Employees are required to cooperate in these investigations and shall be subject to discipline, including termination of employment, for failing to cooperate. If the result of the investigation indicates that corrective action is called for, such action will be taken in accordance with the seriousness of the event and may include disciplinary measures up to and including immediate termination of the offender. When an investigation is complete, involved employees will be informed of the results. Failing to report harassment will subject employees to discipline, up to and including termination from employment.

Sexual Harassment. Sexual harassment is expressly prohibited. The City defines sexual harassment as:

Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, physical or written conduct of a sexual nature. Sexual harassment also includes, but is not limited to, the following acts, whether committed by City officials, employees, or other persons on City premises but not employed by the City, including citizens and visitors:

- Unwelcome flirtations;
- Unwelcome sexual advances or propositions;
- Verbal abuse of a sexual nature;
- Subtle pressure or requests for sexual activities;
- Unnecessary touching of an individual;
- Graphic or vulgar commentaries about a person's physical appearance, body, or clothing;
- Sexually degrading words used to describe a person;
- Physical assault or battery;
- Verbal harassment or abuse;
- Accusations of sexual preference;
- Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
- Conditioning any term or benefit of employment upon sexual favors;
- Sexual slurs or innuendoes;
- Suggestive or insulting sounds;
- Touching, leering, whistling, and obscene gestures;
- Displaying derogatory or offensive posters, cartoons or drawings; and,
- Any other conduct that unreasonably interferes with an employee's performance of his or her job that creates an intimidating, hostile or offensive working environment, or otherwise adversely affects an individual's employment opportunities.

Generally speaking, there are two types of sexual harassment: (1) quid-pro-quo harassment, which involves an express or implied suggestion that a term/condition of employment is, or may be, contingent upon sexual activities or favors, and (2) hostile environment, which involves sexually-harassing conduct that is so severe or pervasive that it creates a hostile working environment. Sexual harassment occurs when the conduct described above may:

- Be construed as being a term or condition of an individual's employment, i.e., when supervisor or other employee threatens or insinuates, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances or demands will adversely affect that person's employment in any way, or when the employee's or applicant's agreement to submit to sexual advances or demands will positively affect that person's employment in any way;
- Be used as a basis for making employment decisions affecting an employee or applicant, depending upon the employee's or applicant's submission to, or rejection of, improper

- conduct; and
- In purpose or effect, substantially interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.

Employees are reminded to report all instances of harassment by non-employees. These reports are to be made in the same way as all other reports of harassment.

Again, the City prohibits, and will not tolerate, harassment. Any City official or employee who engages in harassment shall be subject to immediate discipline, up to and including immediate termination of employment. All incidents of harassment shall be reported immediately to one of the following individuals: 1.) employee's immediate supervisor; 2.) employee's department head; or 3.) Other supervisory personnel regardless of the department. Reports of harassment involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith, or those who cooperate with harassment investigations.

SECTION XI
GRIEVANCE PROCEDURE

A. Purpose

The purpose of the Grievance Procedure is to allow employees the opportunity to discuss and appeal certain employment disciplinary actions.

B. Eligibility

Only those employees in regular full-time positions and who have successfully completed any and all training periods are eligible to file a grievance under the Grievance Procedure.

C. Basis for Grievance

Eligible employees may file grievances for the following reasons:

Disciplinary Action

Demotion
Disciplinary Probation
Suspension of More Than Three Days

Complaints alleging harassment due to an employee's race, color, religion, gender, national origin, veteran status, age, disability or other protected characteristic shall be filed in accordance with the City's Non-Harassment Policy. Further, employees shall not utilize this procedure to file grievances relating to:

Federal and state statutes not associated with the above listed basis for grievance;
Policies and ordinances enacted by the Governing Body; or
Matters where the employee has no direct employment interest

D. General Provisions

Any hearing pursuant to this grievance procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Only those persons specifically called by the grievance board will be allowed to attend any portion of the hearing.

Grievances arising from the action of an elected official or supervisory employee other than the immediate supervisor of the employee can be initiated with the employee's Department Head at Step 2 of the Grievance Procedure below.

Appeals of involuntary demotions, disciplinary probations, or suspensions of three or more days shall be initiated directly at Step 3 of the grievance procedure by submitting the written grievance directly to the City Clerk.

Details of grievances and grievance proceedings shall be accorded the same level of confidentiality afforded to other personnel records.

An employee shall not be retrained, discriminated against or subject to any retaliation as the result of the filing of a grievance or testifying in a grievance hearing.

At no time shall an employee take a grievance of any kind directly to a member of the Governing Body; to do so, shall be a separate violation of personnel policy and will subject the employee to disciplinary action up to and including termination.

E. Grievance Procedure

Step 1

Within five working days of the time that the employee knew or reasonably should have known of the grounds for grievance, the employee shall orally present the grievance to his/her immediate supervisor. The supervisor shall orally respond to the aggrieved party within five working days after the presentation of the grievance. The supervisor shall document, in writing, both the grievance and response. This documentation shall contain the signature of both the supervisor and the employee presenting the grievance.

Step 2

If the grievance is not resolved at Step 1, the employee may file the grievance, in writing, with the Department Head. Such filing shall be within five working days after receiving an oral response from the immediate supervisor.

The written grievance shall contain the following information:

- 1) Name of the employee or group of employees involved;
- 2) Facts giving rise to the grievance;
- 3) Identification of administrative regulations or policies at issue;
- 4) The contention of the employee (grievant) with respect to the grievance;
- 5) Decision of the grievant's Supervisor;
- 6) Specific relief requested.

The Department Head shall present a written response to the grievant within five working days of the receipt of the grievance.

Step 3

If the grievance is not resolved at Step 2, within five working days of the receipt of the decision from the Department Head the grievant shall notify the City Clerk of the grievant's decision to file an appeal. Notification shall include all documents set forth in Step 2 above, the Department Head's written response to the grievance, as well as any other information relevant to determining the outcome of the grievance including a complete list of all witnesses to the grieved action. The City shall initiate the process to convene a grievance board hearing, including notification to the Department Head to submit all relevant evidence and a witness list in support of his/her decision that is under appeal.

The grievance board shall be established by the Mayor and shall consist of three members as follows: One member shall be chosen by the grievant; one member shall be a non-supervisory employee chosen by the Mayor; and one member shall be a supervisory employee chosen by the Mayor. No board member shall be: 1.) from the same department as the grievant filing the grievance; 2.) a witness to, or party to the

grievance; 3.) an immediate family member to any of the parties involved; or 4.) A Department Head. All board members shall be active, regular full-time city employees.

All members of the grievance board shall be notified by the City Clerk of their appointment to the board and the time, date, and location of the initial meeting. At the initial meeting, board members shall be given an orientation and outline of duties by the City Clerk and City Attorney and shall be informed of the confidentiality of the proceedings. Also during the initial meeting the following items shall be addressed:

- 1.) Establish date/location of the hearing;
- 2.) Review the written record;
- 3.) Develop a witness list of individuals requested by the parties;
- 4.) Notify the City Clerk to issue notices to appear to all witnesses.

The hearing shall be quasi-judicial, and neither party shall be bound to strictly follow the rules of evidence, other than limiting the evidence presented to information relevant to determining the outcome of the grievance. Examination of any witnesses shall be limited to the members of the grievance board, although both parties may be present. This shall not be a hearing of record.

Within five working days of the close of the hearing the grievance board shall prepare a written finding of facts and a recommendation that will be forwarded to the Chief Administrative Officer for consideration. All evidence presented to the hearing board shall be maintained with the finding of facts until the matter is finally resolved.

The Chief Administrative Officer shall make a decision within five working days of the receipt of the recommendation whether to a) accept the recommendation of the grievance board, b) reject the recommendation of the grievance board, or c) modify the recommendation of the grievance board. A written response shall be provided to the grievant.

If the grievance is not resolved to the satisfaction of the grievant, the grievant may make a written appeal of the decision of the Chief Administrative Officer to the Mayor within five days of the receipt of the decision of the Chief Administrative Officer. Such appeal shall be filed through the City Clerk. Based on the written testimony, reports, file documents, etc., the Mayor shall make a decision within five working days of the receipt of the appeal and provide a written response to the grievant. This response shall serve as the final administrative decision of the City.

If the grievance is decided in favor of the grievant, any loss-of-pay or pay adjustment attributed to the grieved action shall be paid retroactive to the grievant.

All records of the grievance board and hearing shall be maintained by the City Clerk. Within five days, either party may request in writing a return of the original of any evidence that such party provided to the hearing board after the matter is finally resolved, although where possible a copy shall be maintained.

SECTION XII

WEAPONS IN THE WORKPLACE

A. The City prohibits employees from possessing, using, or displaying a weapon within the workplace or while engaged in official duties on behalf of the City except as specifically provided in this policy. This prohibition applies regardless of the location of said duties. This applies to all employees who drive or ride in City vehicles or equipment, and applies whether the weapon is concealed or unconcealed, loaded or unloaded. The above prohibition does not apply to law enforcement officers who are authorized by statute to carry a weapon in the scope of their employment with the City.

B. Notwithstanding the foregoing and pursuant to the Kansas Personal and Family Protection Act (75-7c17) and the restrictions found herein. Employees may carry a concealed handgun into city facilities, in city vehicles and while engaged in, or conducting the business of the City provided the employee is legally qualified to carry a concealed handgun under federal and state law, and the carrying of a concealed handgun is lawfully allowed and not otherwise prohibited under the 17 provisions of federal or state law. This exception does not permit the open carry of a handgun or other weapon. Employees choosing to carry a concealed handgun pursuant to this subsection (B) must keep their handgun concealed at all times, in a proper holster with all safety features in place, and the handgun must always be within the immediate control of the employee. Employees may not leave their handgun unattended at any time. In rare circumstances when an employee cannot keep the handgun within his or her immediate control, the employee is permitted to temporarily place the handgun in a secure container such as a locked portable gun safe or lockbox designed for the temporary storage of firearms, a locked desk drawer or locked locker. Any such secure container shall be accessible only to the employee and must be controlled with a key, code, or biometric lock. Temporary placement of a handgun within a secure container within a City vehicle is permitted so long as the secure container is not in plain view from the exterior of the vehicle and the vehicle remains locked at all times when the employee is not in the vehicle. Temporary placement of a handgun in a secure container on City property is permitted only during hours when the employee is on duty and does not permit the routine storage or placement of a handgun within secure container during times when the employee is not on duty (for example: overnight, during periods of vacation or sick leave). Secure containers may not be left on an employee's desk, workstation, area of gathering, purse/bag or any unsecure container or area, or left in an employee's office area, City vehicle, or area of work unless specifically provided herein. Secure containers must remain locked at all times while the handgun is not in the immediate control of the employee. It is the sole responsibility of the employee to provide the secure container which meets the requirements of this policy. Employees are permitted to store a handgun in their private vehicle while on City owned property provided that such storage is outside of plain view from the exterior of the vehicle and the vehicle remains locked at all times when the employee is not in the vehicle.

C. It is outside the scope of employment for any non-authorized City employee to possess, use, handle, brandish, or display a weapon or to threaten any person with the use of a weapon in the workplace or in the exercise of his or her duties under any circumstances.

D. The City in no way encourages the carrying of a concealed handgun by employees unless it is required pursuant to the employee's job duties, and, as such, it is up to the employee to act responsibly in accordance with this policy and the provisions of federal and state law. It is an employee's sole responsibility for proper concealment and carrying of the handgun, and the carrying of the handgun may not interfere with proper safety equipment, execution of approved safety protocols, or an employee's performance of all assigned duties. The City is not liable for incidents involving the discharge or misuse of a firearm, whether accidental or intentional. Any liability or costs associated with the employee's decision

to conceal carry, including any resulting injuries or damages, will be considered the responsibility of the employee and will not be defended by the City. The City is not liable for any loss including damage to or theft of a personal firearm or any other personal property.

E. Nothing in this policy relieves the employee from performing his or her job duties in an efficient, safe and timely manner, including the wearing of proper safety equipment and/or the following of proper safety protocols. Such failure may result in discipline up to and including termination.

F. Any employee violating this policy, including the inadvertent display of a handgun, may be subject to discipline up to and including termination.

G. Subject to other policies and procedures of the City of Haysville and Kansas law, law enforcement, within the scope of their employment are the only individuals authorized to use deadly force while acting for or on behalf of the City of Haysville. Under no circumstances will any other employee use deadly force as a function of their job. Employees who are not authorized to use deadly force, do not have the immunities and are not entitled to the same indemnity generally afforded law enforcement. The City will not provide for, reimburse, or pay attorney fees or other costs in defense of any employee who uses deadly force if the use of deadly force is not a function of said employee's job.

H. Nothing in this policy shall be construed to create any duty or obligation on the part of the City to take any actions beyond those required of an employer by existing law. Nothing in this policy shall be construed to waive any immunity to which the City is entitled including but in no way limited to immunities under the Kansas Tort Claims Act.

ARTICLE B - COMPENSATION

INTRODUCTION

This manual relates to policies and procedures regarding positions, job classifications and pay ranges.

THE CITY OF HAYSVILLE IS AN AT-WILL EMPLOYER AND EMPLOYMENT MAY BE TERMINATED BY EITHER THE CITY OR THE EMPLOYEE WITHOUT PRIOR NOTICE.

THIS MANUAL SHALL NOT BE CONSTRUED TO BE A CONTRACT, BUT A GUIDE.

THE CITY OF HAYSVILLE RESERVES THE RIGHT TO MAKE CHANGES TO THIS MANUAL AT ITS DISCRETION WITHOUT PRIOR NOTICE.

SECTION I

POSITION CLASSIFICATION PLAN

A. POSITIONS:

Each position in the City government is established or abolished with Governing Body approval.

B. CLASSIFICATIONS:

Each position shall be assigned, with Governing Body approval, to a classification based on job requirements and responsibilities.

C. PAY RANGES:

Each job classification shall be assigned an appropriate range of pay, approved by the City Governing Body.

D. ABOLITION OF A POSITION:

Whenever the Department Head or Mayor determines that a particular position is no longer necessary, the Mayor may, with the approval of the Governing Body, declare the position abolished. Any employee in a regular position that has been abolished may be transferred in accordance with procedures agreed upon by Department Heads and the Governing Body.

E. CLASSIFICATION OF NEW POSITIONS:

The Mayor may, with City Council approval, establish new positions and negotiate salary and benefits for those positions.

Such new positions are subject to a training period of six (6) months unless waived by the appropriate Department Head (or Mayor if the employee reports to the Mayor).

F. CHANGES OF DUTIES, RECLASSIFICATION OF POSITIONS:

The reclassification of a position shall effect no change in the salary of any employee in that position if the employee's salary falls within the range of the new classification. For information on Transfers, see Article A, Section II, Letter D.

Any employee may request in writing a classification review of his/her own position at any time, if a similar request had not been made within the previous twelve (12) months. Such a request must first be filed with the appropriate Department Head. Within ten (10) days of receiving this request, the Department Head shall forward it to the Personnel Manual Committee (consisting of all Department Heads) together with the Department Head's own written recommendation as to whether the position should be reclassified. Any request for reclassification will be reviewed and acted upon within ninety (90) days of its receipt.

G. EFFECTS OF RECLASSIFICATION:

When a position is reclassified, the employee in that position shall remain in it if the Department Head determines that the employee is qualified to perform the essential functions of the reclassified position. The employee in the reclassified position is subject to the six month training period unless waived by the Department Head (or Mayor if the employee reports to the Mayor).

If the Department Head determines that the employee in the reclassified position lacks the qualifications necessary for that position, the Department Head shall prepare a written summary of this finding and submit it to the Mayor. If the Mayor agrees with that finding, the employee shall be reassigned as follows:

1. If a vacancy exists in a position with a pay range the employee's present salary falls within, he/she may be transferred to the vacant position if the employee meets the minimum qualifications of the position.
2. If no vacancies exist with pay ranges within which the employee's current salary falls, the displaced employee may be transferred to the position of the person with least seniority in the same department if that displaced employee has the minimum qualifications required of the position. Any person of lesser seniority who is replaced under this provision shall be laid off.

H. NOTICE OF RECLASSIFICATION:

Written notice of any reclassification shall be given by the Department Head to the affected employee thirty (30) days before the action shall become effective.

SECTION II
COMPENSATION

A. ESTABLISHMENT OF WAGE SCHEDULE:

The Department Heads, with Governing Body approval, shall establish a wage schedule. Each classified position will be covered by this schedule.

B. SALARY INCREASE:

Employee performance evaluations, budget authority and funds availability will be considered in determining salary increases and decreases, and as a factor in promotions and demotions.

C. BLANKET RAISES:

The Governing Body may grant blanket raises for all employees when funds are available.

D. COST OF LIVING:

Subject to budgetary considerations, all employees in regular positions shall be covered by a cost of living allowance, which will be determined at the time of budget preparation and shall become effective for the first full pay period in January of each year.

The cost of living allowance will be based on the average Consumer Price Index during the most recently available previous twelve month period, calculated on the average of the salary of the lowest paid City employee and the highest paid City employee, not including Department Heads, part-time or temporary positions.

E. LONGEVITY PAY:

Each year longevity pay shall be given to each regular full-time employee who will complete five (5) years of employment by December 31 of that year. Longevity will be paid at a rate of \$25 per year for each year of employment, five (5) years and over. All applicable taxes will be deducted from this pay and the check will be given on the first Friday in December that is not a regular payday. This payment may be combined with any holiday or sick leave pay for which the employee might be eligible.

F. STEP INCREASES:

Annually, prior to the end of June, each Department Head shall evaluate the job performance of his/her employees. Excessive absences resulting in an insufficient body of work to evaluate will delay the annual performance evaluation until a sufficient body of work is established. Subject to budgetary considerations, employees who have demonstrated satisfactory job performance shall be eligible for a step increase effective the first full pay period in July. No step increase will be given to an employee who is in training. Only one step increase will be given in any six (6) month period.

Step Increases, whether due to annual review, end of training, promotion, transfer, etc., shall be effective the first pay period following the effective date of the review, end of training, promotion,

transfer, etc. If, however, the effective date falls on the first business day of a pay period then the increase will be effective for the current pay period.

G. PROMOTION TRAINING PERIOD:

An employee receiving a promotion will be subject to a training period of six (6) months unless waived by the Department Head (or Mayor if the employee reports to the Mayor).

H. PAY PERIODS:

Employees are paid every two weeks. Paychecks shall be distributed every other Friday unless such Friday is a holiday. In that case, paychecks shall be distributed the last workday prior to the holiday.

It is crucial that the Assistant City Clerk receive all time cards and time sheets no later than 12:00 p.m. (noon) on the Monday following the close of a pay period. Failure to receive the time card or time sheet by the 12:00 p.m. deadline will cause the affected employee to not receive any over time pay until the next pay period, i.e. the pay check will be figured at 40 hours of straight time.

If an employee wants to allow someone else to pick up his/her paycheck, the employee must submit in writing a request to their Department Head prior to payday. Such request shall be valid until changed by the employee.

If the employee wants his/her paycheck deposited directly via ACH, the employee must fill out the appropriate form and return it to the Assistant City Clerk.

NOTE: For overtime pay purposes, commissioned police officers work on a 28 day schedule and receive pay for overtime worked on a different schedule than other regular employees. The 28 day schedule is an exception for police and fire personnel, which is included in the Fair Labor Standards Act (See Section 600 of the FLSA Handbook; and KSA 44-1204 of the Kansas Statutes Annotated).

I. PAY ON TERMINATION:

An employee whose employment with the City ceases will receive his/her final paycheck on the first regularly scheduled payday following the date employment ends.

1. Resignation (Voluntary Termination)

- a. Vacation Leave – Unused, credited vacation time will be paid at the employee’s regular rate of pay provided the employee has been in service of the City for at least one year.
- b. Sick Leave
 - i. With proper notice – If two (2) weeks’ notice has been given, an employee may receive one-half, ~~up to thirty days (240 hours)~~, of credited sick leave.
 - ii. Without proper notice – If two (2) weeks’ notice has not been given, no payment for sick leave will be made.
- c. Wellness Leave
 - i. With proper notice – If two (2) weeks’ notice has been given, an employee may receive pay for one half of credited wellness leave.

- ii. Without proper notice – If two (2) weeks’ notice has not been given, no payment for wellness leave will be made.
 - d. Compensatory Time – Unused, earned compensatory time will be paid.
- 2. Retirement – An employee wishing to retire shall give the Department Head and the Assistant City Clerk no less than three (3) months’ notice, and at the time of such notice, the employee should complete all required paperwork. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City.
 - a. Vacation Leave – Unused, accrued vacation time will be paid at the employee’s regular rate of pay.
 - b. Sick Leave – Unused, accrued sick leave will be paid at the employee’s regular rate of pay.
 - c. Wellness Leave – Unused, earned wellness leave will be paid at the employee’s regular rate of pay.
 - d. Compensatory Time – Unused, earned compensatory time will be paid.
- 3. Termination (Employer Initiated)
 - a. Vacation Leave – Unused, accrued vacation time will be paid at the employee’s regular rate of pay.
 - b. Sick Leave – No payment for sick leave will be made.
 - c. Wellness Leave – No payment for wellness leave will be made.
 - d. Compensatory Time – Unused, earned compensatory time will be paid.
- 4. Death – All unused, accrued benefits will be paid to the named beneficiary at the next regular payday. No limit is placed on unused, accrued sick leave benefits in the case of death of the employee.
- 5. All Terminations
 - a. No payment for unused personal holidays will be made.

J. OVERTIME HOURS AND COMPENSATORY TIME OFF:

Overtime compensation and compensatory time off is scheduled with the Department Head and shall be administered in accordance with City policy and the Fair Labor Standards Act.

For employees other than commissioned police officers and exempt employees, overtime is computed at one and one-half times the employee’s salary for hours accumulated over forty hours per week and compensatory time is computed at one and one-half times the number of overtime hours accumulated over forty hours per week. Sick leave and compensatory time shall be excluded for the purposes of figuring the initial forty hours.

Commissioned police officers are scheduled on a 28-day work period and are paid overtime for time worked over 171 hours per work period. Sick leave and compensatory time shall be excluded for the purposes of figuring the initial 171 hours. Sick leave shall not be applied until all accrued time worked for the 28 day pay period has been considered and totaled. All hours worked shall be added together and the difference between that number and 160 hours (4 weeks at 40 hours per week) may be compensated with sick time.

For example (Assuming officer is on 12 hour shifts, 14 shifts per 28 days):

During a 28 day pay period Officer A calls in sick for 3 days of work. He/she also spends 2 days off at training (8 hours per day). We would first consider 11 shifts at 132 hours, plus 16

training hours for a total of 148 **hours worked**. We would then apply only 12 hours of sick leave to bridge the gap for the employee to receive full compensation.

K. ON CALL PAY:

When an employee is required to remain on call for emergency duty, the employee shall be compensated at rate of 3% of their base rate of pay per hour based on the number of hours the employee remains on call. The number of on call hours shall be figured on those above the regularly scheduled work week. If the on call employee is called in, the employee will receive compensation for actual time worked but will not receive both on-call and regular compensation for the same hour/time worked.

Example: Employee A's base rate of pay is \$15.00 per hour. Employee A's on call rate of pay would be \$0.45 per hour. The employee's regularly scheduled work week is 8 am to 5 pm Monday through Friday. The employee would be compensated for 16 hours at \$0.45 per hour each day they are on call Monday through Friday and for 24 hours at \$0.45 per hour on Saturday and Sunday. If the employee is called out for one hour other than the regular work day, the employee would receive \$15.00 (or \$22.50 if the time was overtime) not \$15.45 (nor \$22.95 if the time was overtime).

L. HOLIDAY OVERTIME:

Except for the police department, if an employee is required to work during a holiday recognized by the City of Haysville, the employee shall report to work and will be compensated for such time at work on the actual date of the legal holiday, at a rate one and one-half (1 ½) times his/her regular rate of pay in addition to their regular rate of pay.

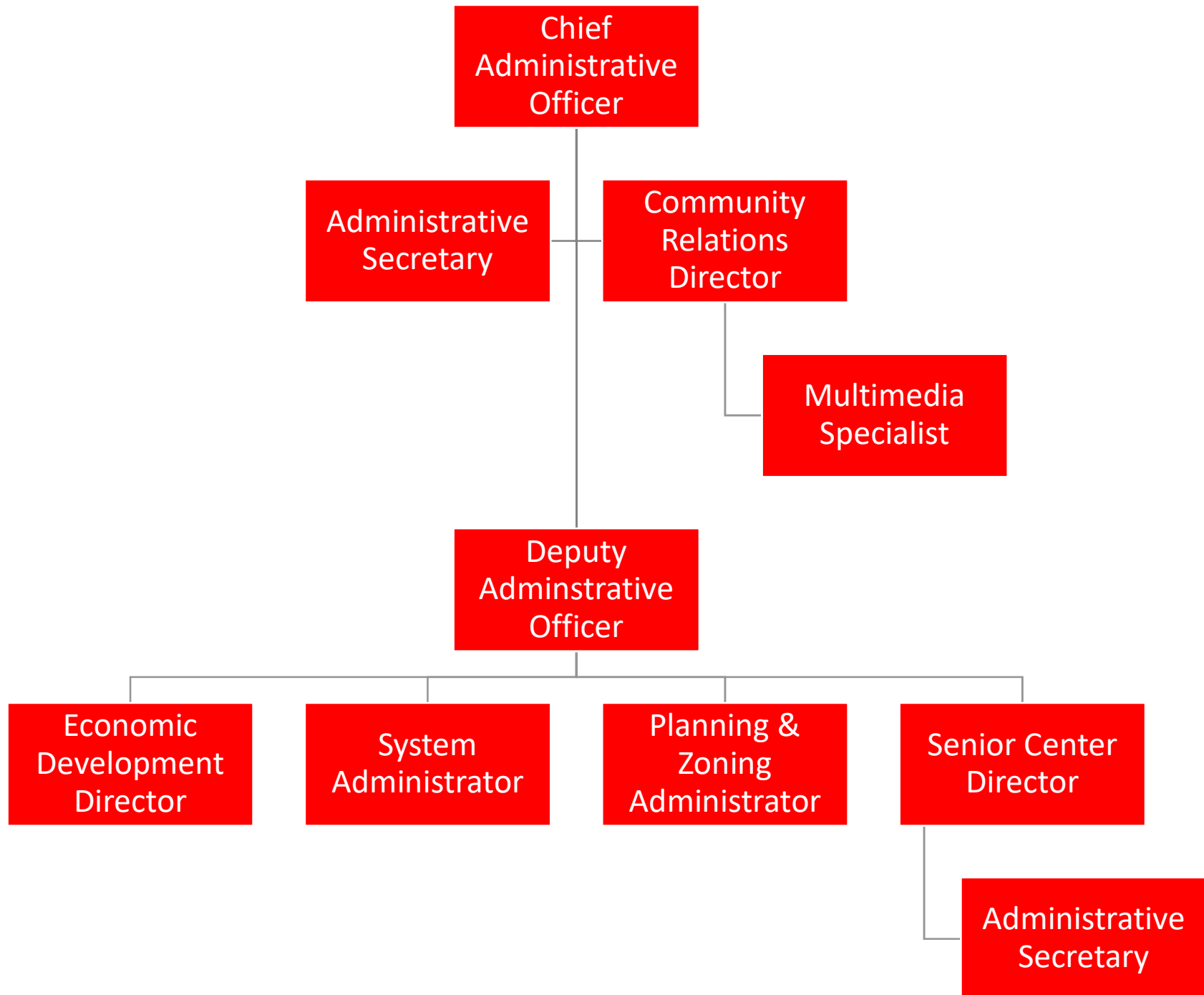
A Department Head may grant compensatory time off in lieu of holiday overtime pay if taken within the same week.

Police Department personnel will be paid their normal rate of pay plus one and one-half times their normal pay for the hours worked on the legal holiday and will not receive an additional day off for the holiday. When the legal holiday falls on a scheduled day off, the employee will be compensated for an extra day of pay.

Police Department personnel who work on holidays will receive a holiday paycheck the first week of December which is not a normal payroll week for the holidays worked during the year. Calculations should be completed and given to the Assistant City Clerk by November 15th in order to accommodate accounting procedures.

If a police department employee has accumulated holidays not paid for, he/she may use the holidays as time off in an emergency, at the discretion of the Department Head.

Administrative Services Department Organizational Chart



ADMINISTRATIVE SECRETARY

City of Haysville

Administrative Services Department – Senior Center

POSITION SUMMARY

Under the supervision of the Senior Center Director, the Administrative Secretary is a non-exempt position under FLSA and performs administrative and clerical duties as well as providing assistance to the Director for special events, programs, meetings, and activities. Responsible for receiving the general public and providing member assistance, and interaction with older adults. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Answers the telephone, takes messages, and provides information as needed;
- Provides information of interest to seniors, and researches information as requested;
- Assists Senior Center Director with scheduling and setting up for events, programs, and activities;
- Handles building rentals to senior groups;
- Monitors usage and fee payments of rentals;
- Assists with decorating for holidays and special events;
- Schedules entertainment, speakers, medical personnel, training, and programs for membership;
- Provides staffing when necessary for events, programs, and activities;
- Performs general office duties;
- Handles mail delivery, pick up, and distribution if needed;
- Orders office supplies if necessary;
- Maintains accurate records of participants and members, and prepares appropriate reports as needed;
- Provides senior health insurance counseling for Kansas (SHICK) and Senior Medicare Patrol (SMP) training and counseling required with the Kansas Department on Aging;
- Assists Senior Center Director as needed and covers office in the absence of the Director;
- Creates, maintains, and updates social media sites that promote programs and provide information on the Senior Center and its activities;
- Maintains information on front sign;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Makes mail run to City Hall;
- Assists with special programs and activities as needed;
- Provides backup for classes, activities and programs;
- Registers voters;
- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA: BLOODBORNE PATHOGENS

WORKING CONDITIONS:

ADMINISTRATIVE SECRETARY (AS – SR CTR)
POSITION REQUIREMENTS

Experience: One to three years of similar or related experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within six months to one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. A technical degree or some college credit in Office Administration or a related field is preferred. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must be a Certified Notary Public (or become one within three months of employment).

Technical Skills: Thorough knowledge of clerical skills, office procedures, computers, typing, and a working knowledge of mathematics is required. Must operate computers, typewriters, photocopiers, telephone systems, and other office equipment. Must type with speed and accuracy, concentrate on tasks in the presence of distractions, and read and interpret legal documents, letters, forms, and written instructions. Should possess excellent public relation, organizational, and secretarial skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must accurately make change.

Problem Solving: Some independent problem solving. Encounters problems with elderly citizens' concerns and complaints.

Decision Making: Some independent decision making. Makes decisions about providing citizen assistance, prioritizing daily work assignments, and performing daily duties in the most efficient manner.

Supervision: Works under the direction of the Senior Center Director. Has no supervisory responsibilities.

Financial Accountability: Responsible for some department resources and is required to be bonded. Does not participate in the annual budget process.

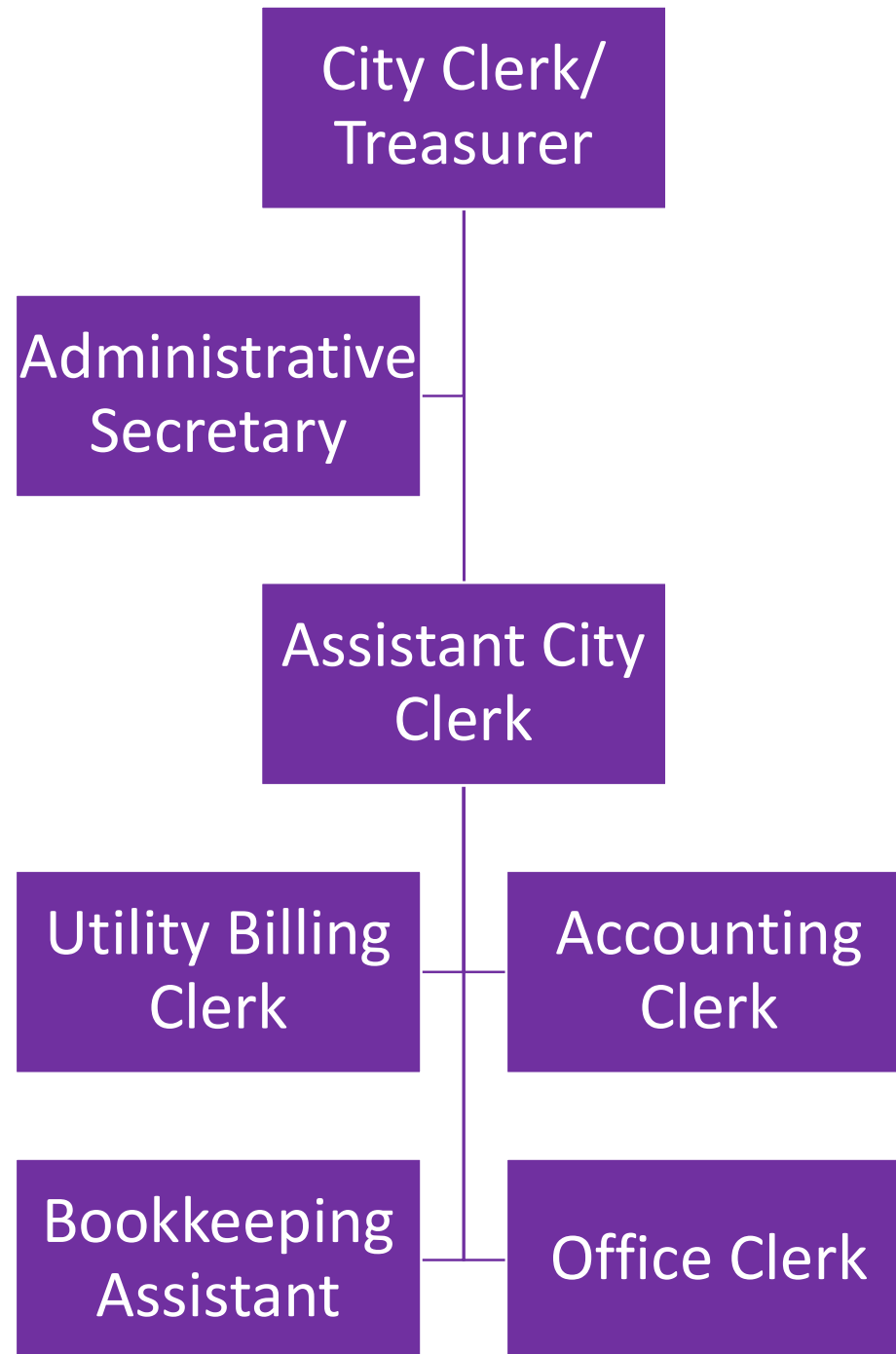
Personal Relations: Frequent contact with the general public, volunteers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. May have contact with bloodborne pathogens and human blood and fluids. Working in an office setting is the primary aspect of this position. Some evening and weekend work may be required.

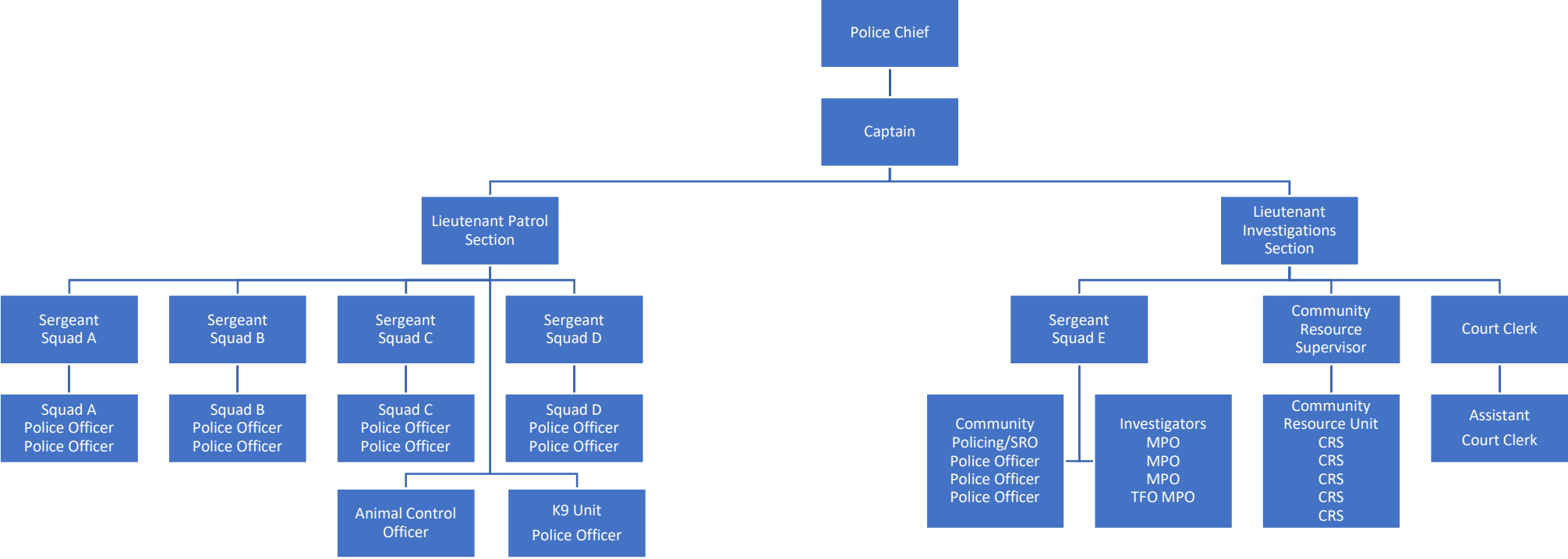
Physical Requirements: Frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Occasionally required to walk. Must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

City Clerk Department Organizational Chart



Police Department Organizational Chart



CHIEF OF POLICE

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of the Chief Administrative Officer, the Chief of Police is an exempt position under FLSA which performs administrative duties. Supervising the management of the department, budget preparation, and resolving personnel issues and citizen concerns are the primary responsibilities of this position. This position is appointed by the Mayor, and the Chief must live within fifteenthirty miles of City Hall. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Plans, organizes, and directs the daily activities of the Police Department;
- Maintains law and order and provides protection of life and property for the citizens of Haysville;
- Regulates traffic and protects pedestrian crossings;
- Maintains Police Department records;
- Confers with citizens and city officials on law enforcement problems;
- Assists in the development of municipal law enforcement policies, and analyzes operational and service demands;
- Prepares and administers the department budget;
- Supervises or prepares special studies for city officials as requested;
- Hires and supervises department personnel;
- Coordinates city law enforcement activities with those of other agencies;
- Develops and enforces department policies and procedures;
- Develops and enforces safety procedures and practices;
- Resolves citizen and personnel issues;
- Prepares and completes reports;
- Testifies in court.

MARGINAL FUNCTIONS

- Attends conferences;
- Serves as a member of specialized boards;
- Assists in quality analysis for the City of Haysville;
- Reviews Use of Force cases;
- Participates on oral boards for other departments;
- Apprehends and arrests law violators;
- Trains and evaluates department personnel;
- Establishes division priorities;
- Reassigns work assignments;
- Assists other departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA.: EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
EXPLOSIVES
RADIATION
ADVERSE WEATHER

CHIEF OF POLICE POSITION REQUIREMENTS

Experience: Ten or more years of law enforcement experience, with six or more years of progressive supervisory law enforcement experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A four year college degree in Administration of Justice or a related field is required, a Master's degree is preferred (work experience may be substituted for education). Certification from the Kansas Law Enforcement Training Center is required. Must possess a valid Kansas Driver's License (or obtained within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of budgeting procedures, of all federal, state, and local laws and ordinances, computers, law enforcement techniques, law enforcement supervision, and mathematics is required. Must efficiently operate firearms, computers, two-way radios, office equipment, and other law enforcement equipment. Must interpret data, complete and check reports and documents, develop department policies and procedures, understand and anticipate problems, and read and interpret manuals, legal documents, reports, and written instructions. Should possess excellent public relations, supervisory, organizational, and management skills, and oral and written communication skills in English. Must train personnel. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with personnel issues, citizen complaints, budget concerns, equipment malfunctions, city council concerns, and life threatening issues faced by officers and citizens.

Decision Making: Frequent independent decision making. Makes decisions about prioritizing assignments, resolving personnel issues and citizen complaints, preparing the annual budget, and performing daily duties in the safest and most efficient manner. Decisions often made in stressful situations.

Supervision: Works under the direction of the Chief Administrative Officer, and exercises supervision over department personnel.

Financial Accountability: Responsible for department resources and equipment and is required to be bonded. Does participate in the annual budget process. Has authority to purchase necessary supplies and equipment.

Personal Relations: Frequent contact with the general public, co-workers, subordinate personnel, and supervisory personnel. Frequent contact with the governing body.

Working Conditions: Works in conditions that include exposures to hazardous materials, explosives, radiation, heights, excessive noise, and adverse weather conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Contains an element of risk of personal injury. Exposed to bloodborne pathogens while investigating crime scenes, seizing and preserving evidence, and assisting ambulance crews. Works holidays and weekends if required. Subject to call-backs/call-ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

ANIMAL CONTROL OFFICER

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of a Police Supervisor, the Animal Control Officer is a non-exempt position under FLSA. Responsible for answering incoming telephone calls, responding to complaints about animals, and investigating nuisance complaints. Required to reside within a 30 ~~minutemiles response time toof~~ the Haysville Police Department. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Picks up stray, injured, or deceased animals;
- Locates and impounds animals believed to have bitten humans or other animals;
- Drives vehicle patrolling streets;
- Issues summons for violations;
- Prepares and submits evidence in court supporting summons issued;
- Maintains animal shelter and equipment;
- Responds to Police Officer's radio calls;
- Contacts appropriate agencies for emergencies;
- Fields questions, concerns, and complaints from the general public;
- Investigates cases of cruelty to animals;
- Maintains files and records of animals;
- Investigates complaints of animal nuisances;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists Police Officers with traffic control;
- Checks defective equipment summons for repairs;
- Advises public of severe weather;
- Assists other city departments;
- Performs other duties as deemed necessary or assigned.

Classification Quick View

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
ADVERSE WEATHER

**ANIMAL CONTROL OFFICER
POSITION REQUIREMENTS**

Experience: Expected to have acquired the necessary information and skills to perform the job reasonably well within six months to one year of employment.

Education: A high school diploma, certified transcript, or GED is required. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Working knowledge of animal handling and maintenance, computers, and mathematics is required. Must operate trucks, mowers, hand tools, computers, printers, two-way radios and department equipment. Must understand and anticipate problems, perform physical labor, follow department policies, understand written instructions, maps, manuals, and reports. Should possess efficient public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Occasional independent problem solving. Encounters problems with citizen complaints, stray animals, and animal abuse cases.

Decision Making: Occasional independent decision making. Makes decisions about investigating animal nuisance complaints, issuing tickets and warnings, performing daily duties in the safest and most efficient manner. Decisions often made in a volatile situation.

Supervision: Works under direction of a police supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for department equipment and is required to be bonded. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Adverse working conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Exposure to bloodborne pathogens, hazardous chemicals, work in confined areas, and adverse weather conditions. Shift work expected. Subject to call-backs/call-ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and ~~taste or~~ smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safety operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

CAPTAIN

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of the Chief of Police, the Police Captain is a non-exempt position under FLSA which performs administrative duties. Responsible for supervising the daily activities of the department with emphasis on budgeting, purchasing, training, and equipment. Assumes command of the Police Department in the absence of the Chief of Police. Required to live within a 30 ~~minutes~~ response time ~~to~~ of the Haysville Police Department. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Supervises the daily activities of the Police Department;
- Enforces all federal, state, and local criminal laws and ordinances;
- Reviews existing procedures, laws and ordinances for improvement and compliance;
- Performs planning and research;
- Responds to correspondence and citizen inquiries;
- Investigates complaints concerning the department;
- Oversees the purchase, operation, and maintenance of specialized equipment;
- Responds to major or sensitive incidents;
- Assumes command of the Police Department in the absence of the Chief of Police;
- Supervises the response to emergencies;
- Prepares grants and monthly reports for grants;
- Testifies in court;
- Follows department policies and procedures;
- Follows safety procedures and practices;

MARGINAL FUNCTIONS

- Assists in the development and implementation of city projects;
- Assists other law enforcement agencies;
- Serves as a field officer;
- Assists in the preparation of media releases;
- Apprehends law violators;
- Assists other city departments;
- Performs other duties as deemed necessary.

Classification QuickView	
<u>FLSA:</u>	NON-EXEMPT
<u>ADA:</u>	APPLICABLE
<u>FMLA:</u>	ELIGIBLE
<u>OSHA:</u>	BLOODBORNE PATHOGENS
<u>WORKING CONDITIONS:</u>	HAZARDOUS CHEMICALS EXPLOSIVES RADIATION ADVERSE WEATHER

CAPTAIN POSITION REQUIREMENTS

Experience: Minimum of eight years of law enforcement experience with four or more years of progressive supervisory law enforcement experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of appointment.

Education: An associates degree in Criminal Justice or a related field is required, a four year degree is preferred (experience may be substituted for education). Requires certification from the Kansas Law Enforcement Training Center. Must possess a valid Kansas Driver's License. Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of budgeting procedures, of all federal, state, and local laws and ordinances, computers, law enforcement techniques, criminal investigations, and mathematics is required. Must efficiently operate firearms, patrol vehicles, computers, two-way radios, radar equipment, breath analysis equipment, and other law enforcement equipment. Must analyze data, complete and check reports and documents, understand and anticipate problems, read and interpret maps, manuals, legal documents, reports and written instructions. Should possess excellent public relations, supervisory, and organizational skills, and oral and written communication skills in English. Must be able to train personnel. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with personnel issues and citizen complaints, budget concerns, equipment malfunctions, city council concerns and life threatening issues faced by officers and citizens.

Decision Making: Frequent independent decision making. Makes decisions about prioritizing assignments, resolving personnel issues, citizen complaints, preparing the annual budget, using force, including deadly force, making arrests, and performing daily duties in the safest and most efficient manner. Decisions often made in stressful situations.

Supervision: Works under direction of the Chief of Police, and exercises frequent supervision over subordinate personnel.

Financial Accountability: Responsible for department equipment and is required to be bonded. Does participate in the annual budget process. Has authority to purchase necessary supplies and equipment.

Personal Relations: Frequent contact with the general public, co-workers, subordinate personnel, and supervisory personnel. ~~Frequent contact with the governing body.~~

Working Conditions: Works in conditions that include exposures to hazardous materials, explosives, radiation, heights, excessive noise, and adverse weather conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Contains an element of risk of personal injury. Exposed to Bloodborne Pathogens while investigating crime scenes, seizing and preserving evidence, and assisting ambulance crews. Works holidays if required. Subject to call backs/call ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

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COMMUNITY RESOURCE SPECIALIST

City of Haysville

Police Department

POSITION SUMMARY

Under the general supervision of the Community Resource Supervisor, the Community Resource Specialist is a non-exempt position under FLSA which performs communication and records duties for the City of Haysville. Answers incoming telephone calls, obtains necessary information, provides information in support of police and other city personnel, and maintains department records. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must be available to work any shift.

ESSENTIAL FUNCTIONS

- Answers incoming non-emergency calls and contacts appropriate personnel;
- Maintains department records, logs, and files;
- Prepares and mails NCIC validation letters;
- Performs computer and data entry duties;
- ~~Maintains department records, logs, and files;~~
- Transcribes criminal tape recordings;
- Disseminates records;
- Monitors severe weather conditions, disseminates weather watches, warnings and notifies appropriate personnel;
- Monitors Police Department and Haysville Public Works radios;
- Answers after hours, holiday and weekend calls for water, sewer and street departments and contacts appropriate personnel;
- Fields questions, concerns, and complaints from the general public;
- Perform Court Clerk duties as required;
- Handles money received for dog impounds, insurance companies, and attorneys for report copies;
- Operates NCIC / CJIS Systems;
- Performs clerical duties including typing, filing, and photocopying;
- Utilizes current system to notify on call personnel;
- Performs Notary Public duties;
- Testifies in court;
- Follows department policies and procedures;
- Follows safety procedures and practices;

MARGINAL FUNCTIONS

- Perform record checks as required;
- Assemble cases listed on the court docket;
- Registers voters;
- Assists other city departments;
- Performs other duties as deemed necessary;

Classification Quick View

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:

WORKING CONDITIONS:

COMMUNITY RESOURCE SPECIALIST POSITION REQUIREMENTS

Experience: A minimum of one year experience is required. Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ Must possess National Crime Information Center Full Access certification (or obtain within three6 months of employment). Must possess Notary Public certification (or obtain within three6 months of employment). Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Working knowledge of local geography, computers, office procedures, department policies, and mathematics is required. Must operate computers, telephones, two-way radios, and other department equipment, and must know department codes, signals and acronyms. Must understand and anticipate problems, type with speed and accuracy, prepare reports, follow department policies and procedures, read and interpret written instructions, maps, reports, department logs, and instructional materials. Should remain calm in a crisis situation and possess excellent public relation and organizational skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Occasional independent problem solving. Encounters problems with citizen complaints, prioritizing workload and maintaining quality control.

Decision Making: Occasional independent decision making. Makes decisions about providing citizen assistance, and performing daily duties in the most efficient manner.

Supervision: Works under direction of the Community Resource Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for the safe operation of department equipment and is required to be bonded. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: No adverse working conditions exist. Working in an office setting with a computer is the primary aspect. Deals with the general public including angry and upset people. Works shifts and holidays, subject to call-backs/call-ins.

Physical Requirements: Frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Occasionally required to walk. Must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

COMMUNITY RESOURCE SUPERVISOR

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of the Investigations Lieutenant, the Community Resource Supervisor is a non-exempt position under FLSA. Supervising subordinate personnel and performing administrative duties are the primary responsibilities. Required to reside within a 30 ~~minutemiles response time toof~~ the Haysville Police Department. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must be available to work any shift.

ESSENTIAL FUNCTIONS

- Assumes responsibility for, and supervises the daily operations of the Community Resource Unit;
- Serves as Records Custodian for the Police Department;
- Serves as Terminal Agency Coordinator (TAC) and acts as Local Agency Security Officer (LASO);
- Answers incoming telephone calls and obtains necessary information from callers;
- Fields questions, concerns, and complaints from the general public;
- Answers after hours, holiday and weekend calls for water, sewer and street departments and contacts appropriate personnel;
- Handles money received from insurance companies and attorneys for payment of report copies;
- Performs computer and data entry duties;
- Maintains department records, logs, and files;
- ~~Resolves employee conflicts;~~
- ~~Performs employee evaluations;~~
- Trains, supervises, and schedules subordinate personnel;
- Prepares reports and compiles statistics;
- Maintains department inventory and orders necessary supplies;
- Oversees the processing of criminal history checks for applications for employment, diversions, and city licenses;
- Testifies in court;
- Performs Notary Public duties;
- Follows department policies and procedures;
- Follows safety procedures and practices;

MARGINAL FUNCTIONS

- Responds to Community Resource Section during major incidents;
- Perform Court Clerk duties as required;
- ~~Prepares various reports for the Chief of Police;~~
- Serves as member on oral boards regarding hiring of department personnel;
- Researches information for civil and criminal cases;
- Ensures Community Resource equipment is repaired and maintained;
- Registers voters;
- Assists other city departments;
- Performs other duties as deemed necessary;

Classification Quick View

FLSA.:	NON-EXEMPT
ADA:	APPLICABLE
FMLA:	ELIGIBLE
OSHA:	
WORKING CONDITIONS:	

COMMUNITY RESOURCE SUPERVISOR POSITION REQUIREMENTS

Experience: Minimum of two years of similar or related experience is required. Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment/promotion.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ A Technical degree or some college credit in a related field is preferred. Must possess Notary Public certification and National Crime Information Center certification (or obtain within 6 months of employment). Must possess knowledge of Uniform Crime Reporting and Incident Based Reporting. Must obtain necessary training as required by state standards to maintain certifications. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Thorough knowledge of computers, office procedures, and a working knowledge of department policies and mathematics is required. Must operate computers, telephones, two-way radios, and other department equipment. Must have a thorough understanding and ability to use computer software including word processors, spreadsheets, and databases to create reports and documents as directed. Must understand and anticipate problems, type with speed and accuracy, prepare reports, follow and enforce department policies and procedures, read and interpret written instructions, maps, reports, department logs, and instructional materials. Should remain calm in a crisis situation and possess excellent public relation, organizational, and supervisory skills, and oral and written communication skills in English. Must train personnel. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with citizen complaints, personnel issues, prioritizing workload, and maintaining quality control

Decision Making: Frequent independent decision making. Makes decisions about resolving employee issues, supervising subordinate personnel, determining if records are confidential or public, resolving citizen complaints, and performing daily duties in the most efficient manner.

Supervision: Works under direction of the Investigations Lieutenant. Exercises frequent supervision over subordinate personnel.

Financial Accountability: Responsible for department resources and is required to be bonded. Does not participate in the annual budget process. Has authority to purchase necessary supplies and equipment.

Personal Relations: Frequent contact with the general public, co-workers, subordinate personnel, supervisory personnel. Limited contact with the governing body.

Working Conditions: No adverse working conditions. Working in an office setting with a computer is the primary aspect. Deals with the general public including angry and upset people. Works shifts and holidays when required. Subject to call-backs/call-ins.

Physical Requirements: Frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Occasionally required to walk. Must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

COURT CLERK

City of Haysville

CourtPolice Department

POSITION SUMMARY

Under the supervision of the ~~Municipal Court Judge~~ Investigations Lieutenant, the Court Clerk is a non-exempt position under FLSA and performs office duties. The primary responsibilities of this position are all processes of the Municipal Court, including issuing complaints, warrants, subpoenas, and managing court cases. Administering oaths, filing and preserving all papers and docket cases is also expected. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Processes complaints, warrants, traffic tickets, and notices to appear;
- Prepares docket cases for trials and arraignments;
- Handles disposition of cases;
- Records permanent case records;
- Coordinates holding and processing trials;
- Processes diversion agreements, motions, sentencing and penalties;
- Processes appeals to District Court;
- Processes expungement and appointment of counsel for indigents;
- Tracks right to speedy trial;
- Handles fines and fees on court and traffic infractions;
- Processes infractions that fail to appear and fail to comply;
- Processes driving under the influence of alcohol or drugs;
- Manages docketing, accounting, reinstatement or suspension, and education and other fees;
- Coordinates amendment of court records;
- Processes reports to state agencies;
- Provides support for prosecutor, judge, and attorneys;
- Processes and racks defendants' jail time and court dates;
- Performs general clerical duties;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Processes subpoenas for court and diversion applications;
- Processes bonds -- cash and Bond Forfeiture/Bench Warrant;
- Assists the Probation Officer with scheduling of appointments and covers that position when necessary;
- Acts as Bailiff;
- Certifies court records at municipal level to District Court;
- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:

WORKING CONDITIONS:

COURT CLERK POSITION REQUIREMENTS

Experience: Two to four years of similar or related experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ A technical degree or some college credit in a related field is preferred. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Thorough knowledge of municipal court laws, record keeping, legal terms, computers, word processing, clerical skills, and mathematics is required. Must operate computers, typewriters, printers, photocopiers, calculators, and other office equipment. Must type with speed and accuracy, complete tasks in the presence of distractions, prepare reports, and interpret written instructions, reports, files, and documents. Should possess excellent public relation, clerical, and organizational skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Occasional independent problem solving. Encounters problems with citizen complaints, interpreting laws, and scheduling court dates.

Decision Making: Occasional independent decision making. Makes decisions about providing citizen assistance, scheduling court dates, and performing daily duties in the most efficient manner. Decisions often made in stressful situations.

Supervision: Works under direction of the ~~Municipal Court Judge~~Investigations Lieutenant. Frequent supervision over subordinate personnel.

Financial Accountability: Responsible for department resources and is required to be bonded. Does participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, subordinate and supervisory personnel, and occasional contact with the governing body. Deals with the general public including those who are angry and upset.

Working Conditions: No adverse working conditions. Working in an office setting with a computer is the primary aspect. Deals with the general public including angry and upset people.

Physical Requirements: Frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Occasionally required to walk. Must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must safely operate a vehicle.

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LIEUTENANT

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of the Police Captain, the Police Lieutenant is a non-exempt position under FLSA. The primary goal of this position is to assist with the enforcement of all federal, state, and local criminal laws and ordinances by supervising subordinate personnel, preparing detail assignments, and reviewing reports. This is a tested position. Required to reside within ~~a 30 minute~~ miles response time to of the Haysville Police Department. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must be available to work any shift.

ESSENTIAL FUNCTIONS

- Enforces all federal, state, and local criminal laws and ordinances;
- Supervises, trains, evaluates, and disciplines subordinate personnel;
- Assigned as section commanders;
- Prepares work schedules, reviews work assignments and completion;
- Supervises major investigations;
- Answers and directs incoming telephone calls;
- Investigates crime scenes, seizes and preserves evidence;
- Assists ambulance crew members;
- Provides citizen assistance by fielding questions, concerns, and complaints from the general public;
- Reviews reports;
- Prepares, completes, and maintains department records and reports;
- Investigates citizen complaints;
- Assumes command of the Police Department in the absence of both the Chief of Police and the Police Captain;
- Conducts background investigations on police applicants;
- Responds to major or sensitive incidents;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists in the implementation of city projects;
- Assists other law enforcement agencies;
- Serves as a field officer;
- Assists other city departments;
- Apprehends and arrests violators of the law;
- Creates section schedules, maintaining adequate staffing;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA: BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
EXPLOSIVES
RADIATION
ADVERSE WEATHER

LIEUTENANT POSITION REQUIREMENTS

Experience: Minimum of six years of law enforcement experience, with a minimum of two years supervisory law enforcement experience, is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of promotion.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ An Associate's Degree in Criminal Justice or related field is preferred. Requires certification by the Kansas Law Enforcement Training Center. Must possess a valid Kansas Driver's License. Must obtain necessary training as required by state standards to maintain certification. Requires training in investigative techniques and interviewing skills.

Technical Skills: Thorough knowledge of all federal, state, and local laws and ordinances, computers, law enforcement techniques, criminal investigations, and mathematics is required. Must efficiently operate firearms, patrol vehicles, computers, two-way radios, radar equipment, breath analysis equipment, and other law enforcement equipment. Must analyze data, complete and check reports and documents, understand and anticipate problems, read and interpret maps, manuals, legal documents, reports and written instructions. Should possess excellent public relations, supervisory, and organizational skills, and oral and written communication skills in English. Must train personnel. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with citizen complaints, investigating crime scenes, and personnel issues.

Decision Making: Frequent independent decision making. Makes decisions about prioritizing assignments, resolving personnel issues, citizen complaints, using force, including deadly force, making arrests, and investigating crimes and accidents. Decisions often made in volatile situations.

Supervision: Works under direction of the Police Captain, and exercises frequent supervision over subordinate personnel.

Financial Accountability: Responsible for department equipment and is required to be bonded. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, subordinate personnel, and supervisory personnel. Limited contact with the governing body.

Working Conditions: Works in conditions that include exposures to hazardous materials, explosives, radiation, heights, excessive noise, and adverse weather conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Contains an element of risk of personal injury. Exposed to bloodborne pathogens while investigating crime scenes, seizing and preserving evidence and assisting ambulance crews. Works shifts and holidays, subject to call-backs/call-ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

MASTER POLICE OFFICER

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of a police supervisor, the Master Police Officer is a non-exempt position under FLSA. Provides citizen assistance, and enforces all federal, state, and local criminal laws. Investigating crime scenes, interviewing possible suspects, seizing evidence from crime scenes, and presenting cases to the District Attorney's office for prosecution are the primary responsibilities, along with all police officer duties. This is a tested position. Required to reside within ~~a 30 minute~~ miles response time to of the Haysville Police Department. Performs occasional supervision. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must be available to work any shift.

ESSENTIAL FUNCTIONS

- Enforces all federal, state, and local criminal laws and ordinances;
- Protects the life and property of the citizens of Haysville;
- Investigates crimes and accidents, and gathers evidence;
- Operates law enforcement equipment including patrol vehicles, firearms, and communications equipment;
- Interviews witnesses, suspects, and victims;
- Testifies in court;
- Prepares case affidavits for prosecution;
- Takes evidence to labs for testing;
- Performs routine patrol duties and prepares reports and files;
- Performs investigative duties depending on assignment;
- Makes arrests and issues traffic citations;
- Responds to emergency situations;
- Transports and ensures security of prisoners;
- Trains new officers;
- Serves as a field officer;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Provides security during various events;
- Assists other law enforcement agencies;
- Assists other city departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
EXPLOSIVES
RADIATION
ADVERSE WEATHER

MASTER POLICE OFFICER POSITION REQUIREMENTS

Experience: Minimum of four years of law enforcement experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within six months to one year of promotion.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ Certification from the Kansas Law Enforcement Training Center required. Must possess a valid Kansas Driver's License. Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of all federal, state, and local criminal laws and ordinances, computers, law enforcement techniques, criminal investigations, and mathematics is required. Must efficiently operate firearms, patrol vehicles, computers, two-way radios, radar equipment, breath analysis equipment, photography equipment, recording equipment, and other law enforcement equipment. Must be able to administer CPR. Must concentrate on tasks in the presence of distractions, complete and check forms and documents, understand and anticipate problems, read and interpret maps, manuals, legal documents, reports, and written instructions. Should possess excellent public relations and organizational skills, and oral and written communication skills in English. Ability to train personnel. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with criminal investigations, citizen complaints, and equipment malfunctions.

Decision Making: Frequent independent decision making. Makes decisions about using force, including deadly force, making arrests, investigating crimes and accidents, and performing daily duties in the safest and most efficient manner. Decisions that are made are often in a volatile situation.

Supervision: Works under direction of a police supervisor, and exercises occasional supervision over subordinate personnel.

Financial Accountability: Responsible for department equipment and is required to be bonded. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, subordinate personnel, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Works in conditions that include exposures to hazardous materials, explosives, radiation, heights, excessive noise, and adverse weather conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Contains an element of risk of personal injury. Exposed to bloodborne pathogens while investigating crime scenes, seizing and preserving evidence and assisting ambulance crews. Works shifts and holidays, subject to call-backs/call-ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

POLICE OFFICER

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of police supervisors, the Police Officer is a non-exempt position under FLSA which protects and serves the citizens of Haysville. Provides citizen assistance, enforces all federal, state, and local criminal laws, and performs patrol duties. Making arrests, issuing traffic violations, and investigating crimes and accidents are the primary responsibilities of this position. Required to reside within a 30 ~~minutemiles response time toof~~ the Haysville Police Department. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must be available to work any shift.

ESSENTIAL FUNCTIONS

- Enforces all federal, state, and local criminal laws and ordinances;
- Protects the life and property of the citizens of Haysville;
- Makes arrests and issues traffic citations;
- Performs routine patrol duties and prepares reports and files;
- Investigates crimes and accidents and gathers evidence;
- Provides citizen assistance and assists ambulance crews;
- Responds to emergency situations;
- Operates law enforcement equipment including patrol vehicles, firearms and communications equipment;
- Performs building security checks;
- Interviews witnesses, suspects, and victims;
- Maintains department equipment;
- Serves warrants, subpoenas, and other legal documents;
- Testifies in court;
- Conducts safety programs for the public;
- Performs traffic control duties;
- Serves as a field officer;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Provides security during various events;
- Assists other law enforcement agencies;
- Assists other city departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
EXPLOSIVES
RADIATION
ADVERSE WEATHER

POLICE OFFICER POSITION REQUIREMENTS

Experience: A minimum of six months of law enforcement experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ Requires certification from the Kansas Law Enforcement Training Center within one year of employment. Must possess a valid Kansas Driver's License required (or obtain within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of all federal, state, and local criminal laws and ordinances, CPR, first aid, law enforcement techniques, and mathematics is required. Must efficiently operate firearms, patrol vehicles, computers, two-way radios, radar equipment, breath analysis equipment, and other law enforcement equipment. Must concentrate on tasks in the presence of distractions, complete and check forms and documents, understand and anticipate problems, read and interpret maps, manuals, legal documents, reports, and written instructions. Should possess excellent public relation skills, and oral and written communication skills in English. Ability to train personnel. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with domestic violence, citizen complaints, traffic violations, and criminal investigations.

Decision Making: Frequent independent decision making. Makes decisions about using force, including deadly force, making arrests, investigating crimes and accidents, and performing daily duties in the safest and most efficient manner. Decisions often made in volatile situations.

Supervision: Works under direction of a police supervisor, but does not have supervisory responsibilities over subordinate personnel.

Financial Accountability: Responsible for the safe operation of department equipment and is required to be bonded. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, and supervisory personnel. Very limited contact with the Governing Body.

Working Conditions: Works in conditions that include exposure to hazardous materials, explosives, radiation, heights, excessive noise, and adverse weather conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Contains an element of risk of personal injury. Exposed to bloodborne pathogens while investigating crime scenes, seizing and preserving evidence and assisting ambulance crews. Works shifts and holidays, subject to call-backs/call-ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

SERGEANT

City of Haysville

Police Department

POSITION SUMMARY

Under the supervision of the Police Lieutenant, the Police Sergeant is a non-exempt position under FLSA which performs supervisory duties and patrol duties. Responsible for investigating crimes, preparing daily detail assignments, and reviewing reports. Performing patrol duties and providing citizen assistance are expected. This is a tested position. Required to reside within a 30 ~~minute~~miles response time to of the Haysville Police Department. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Must be available to work any shift.

ESSENTIAL FUNCTIONS

- Enforces all federal, state, and local criminal laws and ordinances;
- Protects the life and property of the citizens of Haysville;
- Makes arrests and issues traffic citations;
- Assigned as watch commanders;
- Performs patrol and traffic control duties;
- Performs investigative duties and supervision as assigned;
- Prepares and reviews reports and files;
- Investigates crimes and accidents, performs follow-up investigations, and gathers evidence;
- Supervises and evaluates subordinate personnel;
- Assists ambulance crews;
- Serves as a field officer;
- Responds to emergency situations and provides citizen assistance;
- Interviews witnesses, suspects, and victims;
- Operates, inspects, and maintains department equipment;
- Assists with training subordinate personnel;
- Testifies in court;
- Conducts safety programs for the public;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Provides security during various events;
- Assists other law enforcement agencies;
- ~~Serves as a field officer;~~
- Assists other city departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
EXPLOSIVES
RADIATION
ADVERSE WEATHER

POLICE SERGEANT POSITION REQUIREMENTS

Experience: Minimum of four years of law enforcement experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within six months to one year of promotion.

Education: A high school diploma, certified transcript, or GED is required. ~~A certified transcript will be accepted in lieu of a diploma.~~ A technical degree or some college credit in Criminal Justice is preferred. Requires certification from the Kansas Law Enforcement Training Center. Must obtain necessary training as required by state standards to maintain certification. Must possess a valid Kansas Driver's License.

Technical Skills: Thorough knowledge of all federal, state, and local laws and ordinances, CPR, law enforcement techniques, criminal investigations, and mathematics is required. Must efficiently operate firearms, patrol vehicles, computers, two-way radios, radar equipment, breath analysis equipment, and other law enforcement equipment. Must concentrate on tasks in the presence of distractions, complete and check forms and documents, understand and anticipate problems, read and interpret maps, manuals, legal documents, reports, and written instructions. Should possess excellent public relation and organizational skills, and oral and written communications skills in English. Must possess the ability to train new police officers. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with personnel issues, domestic violence, citizen complaints, and criminal investigations.

Decision Making: Frequent independent decision making. Makes decisions about using force, including deadly force, making arrests, investigating crimes and accidents, and performing daily duties in the safest and most efficient manner. Decisions that are made are often in volatile situations.

Supervision: Works under direction of- the Police Lieutenant or other higher ranking supervisor and exercises frequent supervision over subordinate personnel.

Financial Accountability: Responsible for the safe operation of department equipment and is required to be bonded. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, co-workers, subordinate personnel, and supervisory personnel. Limited contact with the governing body.

Working Conditions: Works in conditions that include exposures to hazardous materials, explosives, radiation, heights, excessive noise, and adverse weather conditions. Deals with the general public including those who are combative, excited, injured, upset or angry. Contains an element of risk of personal injury. Exposed to bloodborne pathogens while investigating crime scenes, seizing and preserving evidence and assisting ambulance crews. Works shifts and holidays, subject to call-backs/call-ins.

Physical Requirements: Required to sit and talk or hear. Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

PARK WORKER-I

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Park Superintendent, the Park Worker-I is a non-exempt position under FLSA. Assists with the maintenance of city parks, performs mowing duties, and maintains department equipment. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Performs mowing duties;
- Assists with cutting and trimming brush and trees;
- ~~Cuts and trims brush and trees;~~
- Cleans and removes trash and debris from city owned property;
- Cleans and maintains park facilities;
- Operates department equipment including trucks, push mowers, and hand tools;
- Performs painting duties;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists with preparation of baseballsports fields;
- Assists with snow removal and ice removal;
- Assists other departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
HAZARDOUS CHEMICALS
ADVERSE WEATHER
MANUAL LABOR

***PARK WORKER-I
POSITION REQUIREMENTS***

Experience: Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Must operate push mowers, hand tools, power tools, weed eaters, trucks, and other department equipment. Must judge distances accurately, maintain department equipment, follow department policies, and read and interpret written instructions, maps, and manuals. Should possess effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Very limited independent problem solving. Encounters problems with equipment malfunctions.

Decision Making: Very limited independent decision making. Makes decisions about performing daily duties in the safest and most efficient manner.

Supervision: Works under direction of the Park Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for the safe operation of department equipment. Does not participate in the annual budget process.

Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, excessive noise, heights, and adverse weather.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to ~~60~~100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

PARK WORKER-II

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Park Superintendent, the Park Worker-II is a non-exempt position under FLSA. Assists with the maintenance of city parks, performs mowing duties, and maintains department equipment. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Performs mowing duties;
- Cuts and trims brush and trees;
- Operates tractors with attachments;
- Drives trucks and proficiently backs up trailers;
- Inspects, maintains, and repairs department equipment;
- Tests, trouble shoots, programs controllers, and repairs irrigation systems;
- Operates chain saws and chipping machine;
- Performs basic plumbing duties;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Prepares ~~baseballsports~~ fields;
- Assists with snow removal and ice control;
- Assists other departments;
- Performs other duties as deemed necessary.

<i>Classification QuickView</i>	
<u>FLSA:</u>	NON-EXEMPT
<u>ADA:</u>	APPLICABLE
<u>FMLA:</u>	ELIGIBLE
<u>OSHA:</u>	BLOODBORNE PATHOGENS
<u>WORKING CONDITIONS:</u>	HAZARDOUS CHEMICALS ADVERSE WEATHER MANUAL LABOR

***PARK WORKER-II
POSITION REQUIREMENTS***

Experience: Three to four years of similar or related experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Thorough knowledge of equipment maintenance and repairs, safety procedures, mechanics, and a working knowledge of mathematics is required. Must operate trucks and other department equipment. Must understand and anticipate problems, enforce department safety policies and procedures, interpret written instructions, maps, schematics, diagrams, reports, and manuals. Must have thorough knowledge of chemical pesticides, mixing and application practices, types of turf and weeds. Should possess a strong mechanical aptitude, excellent public relation, supervisory, and organizational skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Occasional independent problem solving. Encounters problems with equipment malfunctions, project difficulties, and adverse weather.

Decision Making: Occasional independent decision making. Makes decisions about prioritizing assignments, and performing daily duties in the safest and most efficient manner.

Supervision: Works under the direction of the Park Supervisor. Has limited supervisory responsibilities.

Financial Accountability: Responsible for the safe operation of department equipment. Does not participate in the annual budget process.

Personal Relations: Occasional contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, excessive noise, heights, and adverse weather.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to ~~60~~100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

PARK WORKER-III

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Park Superintendent, the Park Worker-III is a non-exempt position under FLSA. Assists with the maintenance of city parks, performs mowing duties, and maintains department equipment. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Performs mowing duties;
- Cuts and trims brush and trees including stump grind;
- Assists in preparation of facilities and grounds for special events, rentals, and festivals;
- Cleans and maintains park facilities;
- Operates department equipment and tractors with attachments;
- Inspects, maintains, and repairs department equipment;
- Tests, trouble shoots, programs controllers, and repairs irrigation systems;
- Performs basic plumbing and mechanical repairs on park infrastructure;
- Maintains sports turf within guidelines of sports turf management;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists with preparation of sports fields;
- Assists with snow removal and ice removal;
- Assists other departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
**HAZARDOUS CHEMICALS
ADVERSE WEATHER
MANUAL LABOR**

***PARK WORKER-III
POSITION REQUIREMENTS***

Experience: Three years of similar or related experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Must have thorough knowledge of equipment maintenance and repairs. Must understand and anticipate problems, judge distances accurately, follow department policies, and read and interpret written instructions, maps, and manuals. Must have knowledge of operation and repairing of irrigations systems. Should possess effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Requires extensive problem solving skills in the operation of maintenance of park facilities, grounds, and equipment.

Decision Making: Very limited independent decision making. Makes decisions about performing daily duties in the safest and most efficient manner.

Supervision: Works under direction of the Park Superintendent. Has no supervisory responsibilities.

Financial Accountability: Responsible for the safe operation of department equipment. Does not participate in the annual budget process.

Personal Relations: Continual contact with other city departments. Fields questions from the general public. Ability to establish tactful and effective working relationships with peers, superintendents and the public. Very limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, excessive noise, heights, and adverse weather.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

PARK WORKER-IV

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Park Superintendent, the Park Worker-IV is a non-exempt position under FLSA. Assists with the maintenance of city parks, performs mowing duties, and maintains department equipment. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Performs mowing duties;
- Cuts and trims brush and trees including operate stump grinder;
- Cleans and removes trash and debris from city owned property;
- Performs facility and grounds maintenance on city park property;
- Operates department equipment and tractors with attachments;
- Inspects, maintains and repairs department equipment;
- Tests troubleshoots, programs controllers, and repairs irrigation systems;
- Performs basic plumbing and mechanical repairs on park infrastructure;
- Maintain sports turf/fields within guidelines of sports turf management;
- Supervises and coordinates park staff in the performance of the above mentioned duties at the direction of the Parks Superintendent;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists with preparation of sports fields;
- Assists with snow removal and ice removal;
- Assists other departments;
- Performs other duties as deemed necessary.

Classification QuickView

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
**HAZARDOUS CHEMICALS
ADVERSE WEATHER
MANUAL LABOR**

***PARK WORKER-IV
POSITION REQUIREMENTS***

Experience: Four or more years of similar or related experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must possess a Commercial Pesticide applicator certification.

Technical Skills: Must have thorough knowledge of equipment maintenance and repairs. Must understand and anticipate problems, judge distances accurately, follow department policies, and read and interpret written instructions, maps, and manuals. Must have thorough knowledge of chemical pesticides, mixing and application practices. Must have thorough knowledge of types of turf and weeds. Should possess effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Frequent independent problem solving. Encounters problems with equipment malfunctions, project difficulties, and adverse weather.

Decision Making: Frequent decision making.

Supervision: Works under direction of the Park Supervisor. Exercises supervisory responsibilities at the discretion of the Parks Superintendent.

Financial Accountability: Responsible for the safe operation of department equipment. Does not participate in the annual budget process.

Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, excessive noise, heights, and adverse weather.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

WASTEWATER OPERATOR-I

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Wastewater Superintendent, the Wastewater Operator-I is a non-exempt position under FLSA. This position is responsible for monitoring and maintaining department equipment, and maintaining safety. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- ~~All functions of a Wastewater Trainee Operator;~~
- ~~Generate locate requests with Kansas One Call for both the sanitary and storm sewers;~~
- ~~Operate Public Works Equipment such as skid steer, sand spreader, loader, or backhoe with the required training;~~
- Inspects daily wastewater treatment plant process and equipment and reports any abnormal condition including SCADA alarms;
- Takes sludge samples and sludge depth samples and adjusts return activated sludge rates as directed;
- Inspects lift stations daily and reports any abnormal conditions;
- Cleans storm sewer catch basins and drainage system;
- Assists in process equipment repair;
- Inspects wastewater, City Hall and Police Station generators and reports any abnormal conditions;
- Cleans the process equipment, tanks, vessels, and buildings;
- Works scheduled weekend duty and on call status as the first responder for the wastewater department and assists other departments with any emergencies as may be required while on call;
- Completes all daily treatment plant logs and reports;
- Performs simple tests, Dissolved Oxygen, Secki Disc, Sludge Judge, and chlorine test;
- Locks out/tags out pumps as required for cleaning impellers;
- Performs routine and emergency maintenance of the collection system;
- Hauls and applies sludge;
- ~~Operates tractor to disc and drill wheat;~~
- Responsible for maintaining assigned equipment, complete work orders for any repairs of such equipment;
- Alternates pumps, makes minor process changes as directed;
- Inspect and set up confined space safety equipment for entry;
- Check gas monitor for operation;
- Complete an incident report to KDHE for the collection system spillage;
- Limited supervision in areas trained in;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists in the repair of water leaks and installation of new lines;
- Assists other departments;
 - Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:
BLOODBORNE PATHOGENS

CONFINED SPACES
WORKING CONDITIONS:

**ADVERSE WEATHER
HAZARDOUS CHEMICALS
MANUAL LABOR**

WASTEWATER OPERATOR - I POSITION REQUIREMENTS

Experience: ~~At least 18 months of wastewater treatment operation or related experience is required.~~ Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Class I Wastewater Operator License (or obtain within 18 months of employment). Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of mechanics, equipment maintenance, and a working knowledge of mathematics is required. Must operate ~~dump trucks, backhoes, loaders, sewer jet truck, vac trailer,~~ tractors, hand tools, diagnostic equipment, pumps, generators, and other department equipment. Must understand and anticipate problems, follow department policies, and interpret written instructions, and manuals. Should possess a strong mechanical aptitude, and effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Limited independent problem solving. Encounters problems with equipment malfunctions, water and gas leaks, and power failures.

Decision Making: Limited independent decision making. Makes decisions about performing necessary repairs, and performing daily duties in the safest and most efficient manner.

Supervision: Works under direction of the Sewer Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for department equipment. Does not participate in the annual budget process.

Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, heavy machinery, excessive noise, work in confined areas, and adverse weather. Works holidays, weekends, *and nights* if required, subject to call-backs/call-ins.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to ~~60~~100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

WASTEWATER OPERATOR-II

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Wastewater Superintendent, the Wastewater Operator-II is a non-exempt position under FLSA. This position is responsible for monitoring and maintaining department equipment, and maintaining safety. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- All functions of a Wastewater Operator I;
- Take soil samples to be analyzed;
- Calibrate pH meter and take samples, complete all sampling forms for the pH analysis;
- Perform a settleometer test the mix liquor;
- Set sludge wasting rates in accordance with available digester free volume space;
- Calibrate and check gas monitors;
- Serve as entry supervisor for confined space entry;
- Remove and reinstall a pump in a wet well;
- Lock out/tag out pumps, generators, pumps, compressors, UV modules, electric motors etc. for repairs;
- Routine maintenance as directed;
- Keep inventory over assigned material and supplies;
- Assists in cross training of current employees;
- Limited supervision in areas trained in, over subordinate operators;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists in the repair of water leaks and installation of new lines;
- Locates manholes and sewer lines;
- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:
BLOODBORNE PATHOGENS

CONFINED SPACES
WORKING CONDITIONS:

**ADVERSE WEATHER
HAZARDOUS CHEMICALS
MANUAL LABOR**

WASTEWATER OPERATOR - II POSITION REQUIREMENTS

Experience: At least 18 months of wastewater treatment operation or related experience is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Class II Wastewater Operator License. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of mechanics, equipment maintenance, and a working knowledge of mathematics is required. Must operate ~~dump trucks, backhoes, loaders, sewer jet truck, vac trailer,~~ tractors, hand tools, diagnostic equipment, pumps, generators, and other department equipment. Must understand and anticipate problems, follow department policies, and interpret written instructions, and manuals. Should possess a strong mechanical aptitude, and effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Limited independent problem solving. Encounters problems with equipment malfunctions, water and gas leaks, and power failures.

Decision Making: Limited independent decision making. Makes decisions about performing necessary repairs, and performing daily duties in the safest and most efficient manner.

Supervision: Works under direction of the Sewer Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for department equipment. Does not participate in the annual budget process.

Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, heavy machinery, excessive noise, work in confined areas, and adverse weather. Works holidays, weekends, *and nights* if required, subject to call-backs/call-ins.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to ~~60~~100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

WASTEWATER OPERATOR-III

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Wastewater Superintendent, the Wastewater Operator-III is a non-exempt position under FLSA. This position is responsible for monitoring and maintaining department equipment, and maintaining safety. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- All functions of a Wastewater Operator II;
- Routine maintenance of the process equipment;
- Predictive maintenance of process equipment;
- Able to visually observe sludge quality of the Bio-Basin and Clarifiers;
- Adjust aeration rates as needed from daily reports;
- Set up emergency bypass around lift stations;
- Work with contractors as assigned;
- Evaluates the collection system for repair and scheduled maintenance;
- Complete an incident report to KDHE over plant or the collection system incidents;
- Supervision in areas trained in, over subordinate operators;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Locates manholes and sewer lines;
- Assists in the repair of water leaks and installation of new lines;
- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:
**BLOODBORNE PATHOGENS
CONFINED SPACES**

WORKING CONDITIONS:
**ADVERSE WEATHER
HAZARDOUS CHEMICALS
MANUAL LABOR**

WASTEWATER OPERATOR-III POSITION REQUIREMENTS

Experience: At least three years of wastewater treatment operation experience or related field is required. Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within six months of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Requires a minimum of a Class III Wastewater Operator License. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of mechanics, equipment maintenance, and a working knowledge of mathematics is required. Must operate ~~dump trucks, backhoes, loaders, sewer jet truck, vac trailer,~~ tractors, hand tools, diagnostic equipment, pumps, generators, and other department equipment. Must understand and anticipate problems, follow department policies, and interpret written instructions, and manuals. Should possess a strong mechanical aptitude, and effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Occasional independent problem solving is a factor. Encounters problems with equipment malfunctions, water and gas leaks, and power failures.

Decision Making: Occasional independent decision making is a factor. Makes decisions about performing necessary repairs, and performing daily duties in the safest and most efficient manner.

Supervision: Works under the direction the Wastewater Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for department equipment. Does not participate in the annual budget process.

Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, heavy machinery, excessive noise, work in confined areas, and adverse weather. Works holidays and weekends if required, subject to call-backs/call-ins.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to ~~60~~100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

WASTEWATER OPERATOR-IV

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Wastewater Superintendent, the Wastewater Operator-IV is a non-exempt position under FLSA. This position is responsible for monitoring and maintaining department equipment, and maintaining safety. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- All functions of a Wastewater Laboratory Technician;
- Responsible for training of new employees in all wastewater procedures;
- Schedules and insures equipment maintenance is performed as required;
- Completes 503 Sludge reports;
- Assists other departments with the storm water annual report;
- Schedules sludge hauling and testing;
- Coordinates the collection system operations with the plant operations;
- Responsible for keeping a supply inventory current, and ordering supplies as required;
- Supervision in areas trained in, over subordinate operators;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Locates manholes and sewer lines;
- Assists in the repair of water leaks and installation of new lines;
- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS
CONFINED SPACES

WORKING CONDITIONS:
ADVERSE WEATHER
HAZARDOUS CHEMICALS
MANUAL LABOR

WASTEWATER OPERATOR-IV POSITION REQUIREMENTS

Experience: At least three years of wastewater treatment operation experience or related field is required. Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within six months of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Requires a minimum of a Class IV Wastewater Operator License. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of mechanics, equipment maintenance, and a working knowledge of mathematics is required. Must operate ~~dump trucks, backhoes, loaders, sewer jet truck, vac trailer,~~ tractors, hand tools, diagnostic equipment, pumps, generators, and other department equipment. Must understand and anticipate problems, follow department policies, and interpret written instructions, and manuals. Should possess a strong mechanical aptitude, and effective public relation skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Occasional independent problem solving is a factor. Encounters problems with equipment malfunctions, water and gas leaks, and power failures.

Decision Making: Occasional independent decision making is a factor. Makes decisions about performing necessary repairs, and performing daily duties in the safest and most efficient manner.

Supervision: Works under the direction the Wastewater Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for department equipment. Does not participate in the annual budget process.

Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Adverse working conditions exist. Exposure to bloodborne pathogens, hazardous chemicals, heavy machinery, excessive noise, work in confined areas, and adverse weather. Works holidays and weekends if required, subject to call-backs/call-ins.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to ~~60~~100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

WATER OPERATOR-I

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Water Superintendent, the Water Operator-I is a non-exempt position under FLSA. The position assists with providing clean and potable drinking water to the citizens of Haysville, and assists with the maintenance of the water distribution system. Must be cross trained as meter reader. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

ESSENTIAL FUNCTIONS

- Responsible for turning water on and off at the meter;
- Maintains safe drinking water for the citizens of Haysville;
- Maintains and operates city water towers and wells;
- Changes chlorine bottles;
- Collects water samples for state and city testing;
- Inspects and maintains chlorine equipment;
- Checks and records daily pump readings;
- Maintains water logs;
- Assists with renewing and installing city water service and water main lines;
- Repairs water main breaks and checks for water leaks;
- Operates department equipment and vehicles;
- Installs and repairs valves and fire hydrants;
- Cleans and disinfects water mains and services;
- Maintains chlorine readings and levels at the swimming pool;
- Locates services and water lines;
- Reads water meters;
- Discriminates between normal and abnormal operating conditions;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Assists other departments;
- Performs other duties as deemed necessary;
- Performs basic plumbing;
- Cross-Trained in wastewater.

Classification QuickView

FLSA: **NON-EXEMPT**

ADA: **APPLICABLE**

FMLA: **ELIGIBLE**

OSHA:

WORKING CONDITIONS:

ADVERSE WEATHER

HAZARDOUS CHEMICALS

MANUAL LABOR

BLOODBORNE PATHOGENS

ASBESTOS

WATER OPERATOR-I POSITION REQUIREMENTS

Experience: ~~At least one year of water treatment operation or related experience.~~ Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within six months of employment.

Education: A high school diploma or GED is required. A certified transcript will be accepted in lieu of a diploma. Minimum of a Class I Water Certificate is required (or obtain within 18 months of employment). A valid Kansas Driver's License is required (or obtain within 30 days of employment). Must obtain necessary training as required by state standards to maintain certification.

Technical Skills: Thorough knowledge of mechanics, equipment maintenance, and a working knowledge of computers and mathematics is required. Must operate trucks, pumps, motors, hand tools, and other department equipment. Must understand and anticipate problems, follow department policies, and interpret written instructions, schematics, and manuals. Should possess a strong mechanical aptitude, and effective public relation, supervisory, and organizational skills, and oral and written communication skills in English. Must be able to read maps. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Limited independent problem solving. Encounters problems with equipment malfunctions, and water leaks.

Decision Making: Limited independent decision making. Makes decisions about locating leaks, performing necessary repairs, and performing daily duties in the safest and most efficient manner.

Supervision: Works under direction of the Water Supervisor. Has no supervisory responsibilities.

Financial Accountability: Responsible for department equipment. Does not participate in the annual budget process.

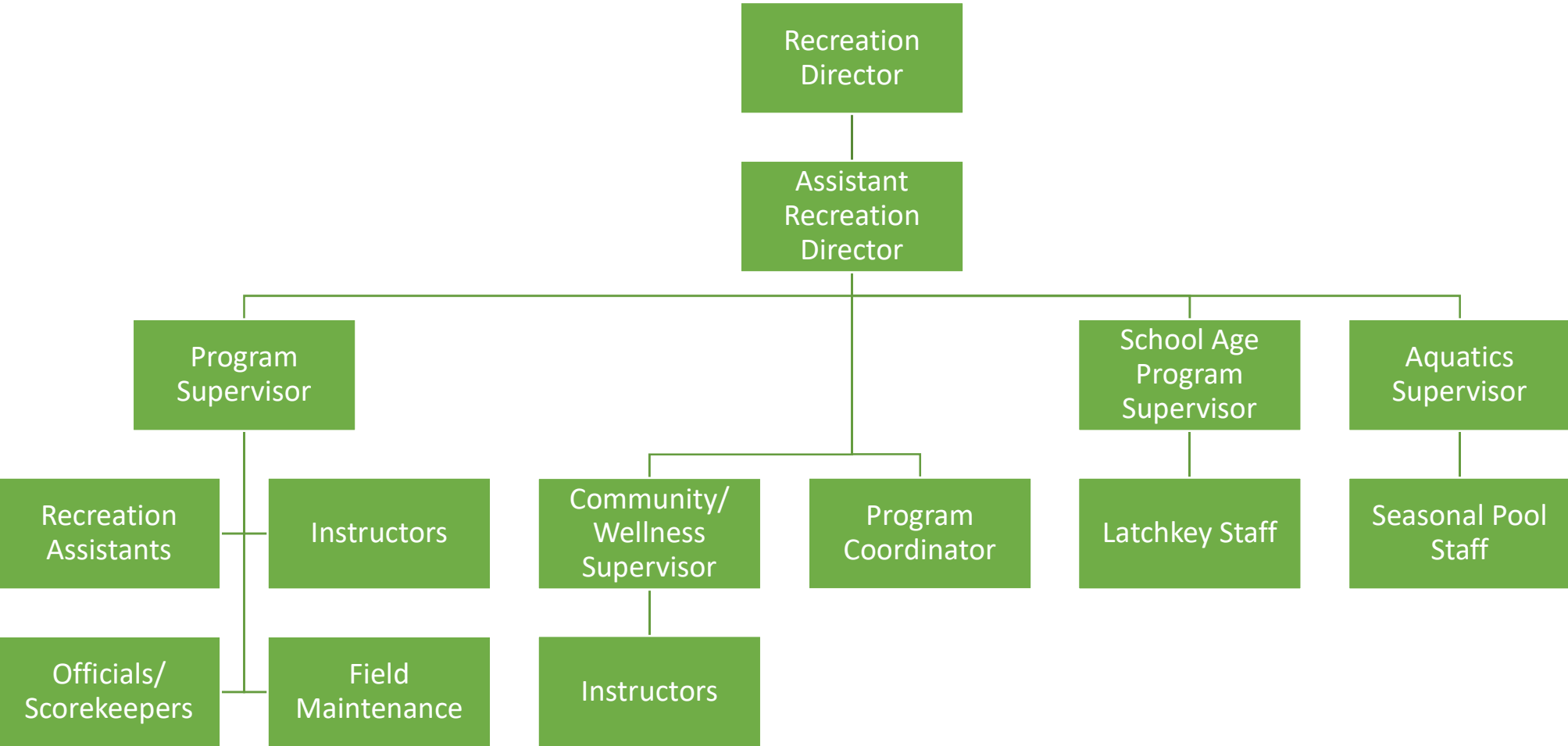
Personal Relations: Limited contact with the general public. Frequent contact with co-workers, and supervisory personnel. Very limited contact with the governing body.

Working Conditions: Adverse working conditions exist. Exposure to hazardous chemicals, work in confined areas, heavy machinery, excessive noise, and adverse weather. Works after hours, holidays and weekends if required, subject to call-backs/call-ins.

Physical Requirements: ~~Occasionally~~Regularly required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to 60/100 pounds ~~and occasionally move up to 250 pounds~~. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

Recreation Department Organizational Chart



RECREATION ASSISTANT-I

City of Haysville

Recreation Department

POSITION SUMMARY

Under the general supervision of the Community/WellnessProgram Supervisor and the Assistant Recreation Director, the Recreation Assistant-I is a non-exempt position under FLSA which performs a variety of duties. Responsible for supervising and coordinating the use of the Activity Center on a given shift. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Works less than 1,000 hours a year.

ESSENTIAL FUNCTIONS

- Assists recreation staff with daily tasks;
- Assists recreation staff in running programs and special events;
- Assists with program enrollment;
- Answers phones and assists citizens with information;
- Supervises the Activity Center and its participants;
- Administers first aid to injured patrons (calls 911 if deemed necessary);
- Supervises community service people;
- Enters information into database;
- Performs cleaning duties as assigned;
- Follows safety procedures and practices;
- Follows department policies and procedures.

MARGINAL FUNCTIONS

- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
ADVERSE WEATHER

***RECREATION ASSISTANT-II
POSITION REQUIREMENTS***

Experience: Minimum of three to six months of similar or related experience. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: High school diploma or GED. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must be 18 years of age.

Technical Skills: Thorough knowledge of customer service and mathematics is required. Must operate computers and basic office equipment (calculator, copier, telephone, fax machine). Must prepare reports, budgets, interpret data, understand and anticipate problems, and read and interpret budget documents, reports, and other written instructions. Should possess excellent public relation and organizational skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. CPR/AED and First Aid Certification is required (or obtain within 30 days of employment).

Problem Solving: Frequent independent problem solving. Encounters problems with citizen concerns.

Decision Making: Frequent independent decision making regarding performing daily duties in the most efficient manner.

Supervision: Works with occasional supervision from the [Community/WellnessProgram](#) Supervisor, [Assistant Recreation Director, and Recreation Assistant-II](#).

Financial Accountability: Responsible for department and city equipment. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public and co-workers. Limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. Exposure to adverse weather. May have contact with bloodborne pathogens, human blood and fluids. Deals with the general public including angry and upset people. May work shifts, holidays, weekends, and unconventional hours.

Physical Requirements: Frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Occasionally required to stand, walk, climb or balance, stoop, kneel, crouch, or crawl. Must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

RECREATION ASSISTANT-II

City of Haysville

Recreation Department

POSITION SUMMARY

Under the general supervision of the Community/WellnessProgram Supervisor and the Assistant Recreation Director, the Recreation Assistant-II is a non-exempt position under FLSA which performs a variety of duties. Responsible for supervising and coordinating the use of the Activity Center on a given shift. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Position will serve as more of a leadership/supervisory role than Recreation Assistant-I. Works 1,000 hours or more per year.

ESSENTIAL FUNCTIONS

- Assists recreation staff with daily tasks;
- Assists recreation staff with office duties (membership files, supply orders, etc.);
- Assists recreation staff in runningsupervising programs and special events;
- Assists with program enrollment;
- Answers phones and assists citizens with information;
- Supervises the Activity Center and its participants;
- Administers discounts only with supervisor approval;
- Administers first aid to injured patrons (calls 911 if deemed necessary);
- Supervises community service people;
- Assists in training Recreation Assistant-I;
- Enters information into database;
- Performs cleaning duties as assigned;
- Follows safety procedures and practices;
- Follows department policies and procedures.

MARGINAL FUNCTIONS

- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: ELIGIBLE

OSHA:
BLOODBORNE PATHOGENS

WORKING CONDITIONS:
ADVERSE WEATHER

***RECREATION ASSISTANT-II
POSITION REQUIREMENTS***

Experience: Minimum of ~~three to six months~~ two to three years of similar or related experience. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: High school diploma or GED. A certified transcript will be accepted in lieu of a diploma. Must possess a valid Kansas Driver's License (or obtain within 30 days of employment). Must be 18 years of age.

Technical Skills: Thorough knowledge of customer service and mathematics is required. Must operate computers and basic office equipment (calculator, copier, telephone, fax machine). Must prepare reports, budgets, interpret data, understand and anticipate problems, and read and interpret budget documents, reports, and other written instructions. Should possess excellent public relation and organizational skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. CPR/AED and First Aid Certification is required (or obtain within 30 days of employment).

Problem Solving: Frequent independent problem solving. Encounters problems with citizen concerns.

Decision Making: Frequent independent decision making regarding performing daily duties in the most efficient manner.

Supervision: Works with occasional supervision from the Community/WellnessProgram Supervisor and Assistant Recreation Director.

Financial Accountability: Responsible for department and city equipment. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public and co-workers. Limited contact with the governing body.

Working Conditions: Some adverse working conditions exist. Exposure to adverse weather. May have contact with bloodborne pathogens, human blood and fluids. Deals with the general public including angry and upset people. May work shifts, holidays, weekends, and unconventional hours.

Physical Requirements: Frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Occasionally required to stand, walk, climb or balance, stoop, kneel, crouch, or crawl. Must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must safely operate a vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

Pay Chart - 2019 Personnel Manual Revision		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Job Title		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	General Maintenance Worker	11.35	11.69	12.04	12.40	12.77	13.15	13.54	13.95	14.37	14.80	15.24	15.70	16.17	16.66	17.16
2	Recreation Assistant I	11.35	11.69	12.04	12.40	12.77	13.15	13.54	13.95	14.37	14.80	15.24	15.70	16.17	16.66	17.16
3	Park Worker I	12.35	12.72	13.10	13.49	13.89	14.31	14.74	15.18	15.64	16.11	16.59	17.09	17.60	18.13	18.67
4	Recreation Assistant II	12.35	12.72	13.10	13.49	13.89	14.31	14.74	15.18	15.64	16.11	16.59	17.09	17.60	18.13	18.67
5	Office Clerk	13.35	13.75	14.16	14.58	15.02	15.47	15.93	16.41	16.90	17.41	17.93	18.47	19.02	19.59	20.18
6	Assistant Court Clerk	13.60	14.01	14.43	14.86	15.31	15.77	16.24	16.73	17.23	17.75	18.28	18.83	19.39	19.97	20.57
7	Bookkeeping Assistant	13.85	14.27	14.70	15.14	15.59	16.06	16.54	17.04	17.55	18.08	18.62	19.18	19.76	20.35	20.96
8	Community Resource Specialist	13.85	14.27	14.70	15.14	15.59	16.06	16.54	17.04	17.55	18.08	18.62	19.18	19.76	20.35	20.96
9	Park Worker II	14.00	14.42	14.85	15.30	15.76	16.23	16.72	17.22	17.74	18.27	18.82	19.38	19.96	20.56	21.18
10	Animal Control Officer	14.10	14.52	14.96	15.41	15.87	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.12	20.72	21.34
11	Skilled Laborer	14.35	14.78	15.22	15.68	16.15	16.63	17.13	17.64	18.17	18.72	19.28	19.86	20.46	21.07	21.70
12	Mechanic's Assistant	14.60	15.04	15.49	15.95	16.43	16.92	17.43	17.95	18.49	19.04	19.61	20.20	20.81	21.43	22.07
13	Water Operator I	14.60	15.04	15.49	15.95	16.43	16.92	17.43	17.95	18.49	19.04	19.61	20.20	20.81	21.43	22.07
14	Administrative Secretary	15.10	15.55	16.02	16.50	17.00	17.51	18.04	18.58	19.14	19.71	20.30	20.91	21.54	22.19	22.86
15	Wastewater Operator I	15.10	15.55	16.02	16.50	17.00	17.51	18.04	18.58	19.14	19.71	20.30	20.91	21.54	22.19	22.86
16	Park Worker III	15.60	16.07	16.55	17.05	17.56	18.09	18.63	19.19	19.77	20.36	20.97	21.60	22.25	22.92	23.61
17	Utility Billing Clerk	15.85	16.33	16.82	17.32	17.84	18.38	18.93	19.50	20.09	20.69	21.31	21.95	22.61	23.29	23.99
18	Water Operator II	15.85	16.33	16.82	17.32	17.84	18.38	18.93	19.50	20.09	20.69	21.31	21.95	22.61	23.29	23.99
19	Accounting Clerk	16.10	16.58	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63	22.28	22.95	23.64	24.35
20	Wastewater Operator II	16.20	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53	21.15	21.78	22.43	23.10	23.79	24.50
21	Heavy Equipment Operator	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.12	20.72	21.34	21.98	22.64	23.32	24.02	24.74
22	Aquatics Supervisor	16.85	17.36	17.88	18.42	18.97	19.54	20.13	20.73	21.35	21.99	22.65	23.33	24.03	24.75	25.49
23	Water Operator III	17.10	17.61	18.14	18.68	19.24	19.82	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85
24	Public Works Coordinator	17.35	17.87	18.41	18.96	19.53	20.12	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48	26.24
25	Wastewater Operator III	17.35	17.87	18.41	18.96	19.53	20.12	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48	26.24
26	Police Officer	17.60	18.13	18.67	19.23	19.81	20.40	21.01	21.64	22.29	22.96	23.65	24.36	25.09	25.84	26.62
27	Mechanic	17.85	18.39	18.94	19.51	20.10	20.70	21.32	21.96	22.62	23.30	24.00	24.72	25.46	26.22	27.01
28	Electrician/Maintenance Technician	18.00	18.54	19.10	19.67	20.26	20.87	21.50	22.15	22.81	23.49	24.19	24.92	25.67	26.44	27.23
29	Multimedia Specialist	18.10	18.64	19.20	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06	25.81	26.58	27.38
30	Court Clerk	18.15	18.69	19.25	19.83	20.42	21.03	21.66	22.31	22.98	23.67	24.38	25.11	25.86	26.64	27.44
31	Park Worker IV	18.15	18.69	19.25	19.83	20.42	21.03	21.66	22.31	22.98	23.67	24.38	25.11	25.86	26.64	27.44
32	Community Resource Supervisor	18.15	18.69	19.25	19.83	20.42	21.03	21.66	22.31	22.98	23.67	24.38	25.11	25.86	26.64	27.44
33	Water Operator IV	18.25	18.80	19.36	19.94	20.54	21.16	21.79	22.44	23.11	23.80	24.51	25.25	26.01	26.79	27.59
34	Program Coordinator	18.30	18.85	19.42	20.00	20.60	21.22	21.86	22.52	23.20	23.90	24.62	25.36	26.12	26.90	27.71
35	Senior Center Director	18.35	18.90	19.47	20.05	20.65	21.27	21.91	22.57	23.25	23.95	24.67	25.41	26.17	26.96	27.77
36	Wastewater Laboratory Technician	18.75	19.31	19.89	20.49	21.10	21.73	22.38	23.05	23.74	24.45	25.18	25.94	26.72	27.52	28.35
37	School Age Program Supervisor	18.85	19.42	20.00	20.60	21.22	21.86	22.52	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
38	Community/Wellness Supervisor	18.85	19.42	20.00	20.60	21.22	21.86	22.52	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
39	Wastewater Operator IV	19.15	19.72	20.31	20.92	21.55	22.20	22.87	23.56	24.27	25.00	25.75	26.52	27.32	28.14	28.98
40	City Inspector/Code Enforcement Officer	19.20	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06	25.81	26.58	27.38	28.20	29.05
41	Master Police Officer	19.20	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06	25.81	26.58	27.38	28.20	29.05
42	Planning & Zoning Administrator	19.35	19.93	20.53	21.15	21.78	22.43	23.10	23.79	24.50	25.24	26.00	26.78	27.58	28.41	29.26
43	Program Supervisor	19.35	19.93	20.53	21.15	21.78	22.43	23.10	23.79	24.50	25.24	26.00	26.78	27.58	28.41	29.26
44	Community Relations Director	19.85	20.45	21.06	21.69	22.34	23.01	23.70	24.41	25.14	25.89	26.67	27.47	28.29	29.14	30.01
45	Park Superintendent	20.10	20.70	21.32	21.96	22.62	23.30	24.00	24.72	25.46	26.22	27.01	27.82	28.65	29.51	30.40
46	Master Electrician	20.35	20.96	21.59	22.24	22.91	23.60	24.31	25.04	25.79	26.56	27.36	28.18	29.03	29.90	30.80
47	Street Superintendent	20.35	20.96	21.59	22.24	22.91	23.60	24.31	25.04	25.79	26.56	27.36	28.18	29.03	29.90	30.80
48	Water Superintendent	20.35	20.96	21.59	22.24	22.91	23.60	24.31	25.04	25.79	26.56	27.36	28.18	29.03	29.90	30.80
49	Sergeant	20.60	21.22	21.86	22.52	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54	29.40	30.28	31.19
50	Wastewater Superintendent	20.85	21.48	22.12	22.78	23.46	24.16	24.88	25.63	26.40	27.19	28.01	28.85	29.72	30.61	31.53
51	Assistant City Clerk	21.35	21.99	22.65	23.33	24.03	24.75	25.49	26.25	27.04	27.85	28.69	29.55	30.44	31.35	32.29
52	System Administrator	22.35	23.02	23.71	24.42	25.15	25.90	26.68	27.48	28.30	29.15	30.02	30.92	31.85	32.81	33.79
53	Lieutenant	22.85	23.54	24.25	24.98	25.73	26.50	27.30	28.12	28.96	29.83	30.72	31.64	32.59	33.57	34.58
54	Assistant Recreation Director	24.10	24.82	25.56	26.33	27.12	27.93	28.77	29.63	30.52	31.44	32.38	33.35	34.35	35.38	36.44
55	Assistant Public Works Director	24.10	24.82	25.56	26.33	27.12	27.93	28.77	29.63	30.52	31.44	32.38	33.35	34.35	35.38	36.44
56	Captain	24.60	25.34	26.10	26.88	27.69	28.52	29.38	30.26	31.17	32.11	33.07	34.06	35.08	36.13	37.21
57	Economic Development Director	24.85	25.60	26.37	27.16	27.97	28.81	29.67	30.56	31.48	32.42	33.39	34.39	35.42	36.48	37.57
58	City Engineer	26.35	27.14	27.95	28.79	29.65	30.54	31.46	32.40	33.37	34.37	35.40	36.46	37.55	38.68	39.84
59	City Clerk/Treasurer	28.35	29.20	30.08	30.98	31.91	32.87	33.86	34.88	35.93	37.01	38.12	39.26	40.44	41.65	42.90
60	Recreation Director	29.35	30.23	31.14	32.07	33.03	34.02	35.04	36.09	37.17	38.29	39.44	40.62	41.84	43.10	44.39
61	Chief of Police	29.85	30.75	31.67	32.62	33.60	34.61	35.65	36.72	37.82	38.95	40.12	41.32	42.56	43.84	45.16
62	Deputy Administrative Officer	30.35	31.26	32.20	33.17	34.17	35.20	36.26	37.35	38.47	39.62	40.81	42.03	43.29	44.59	45.93
63	Public Works Director	30.85	31.78	32.73	33.71	34.72	35.76	36.83	37.93	39.07	40.24	41.45	42.69	43.97	45.29	46.65
64	Chief Administrative Officer	32.10	33.06	34.05	35.07	36.12	37.20	38.32	39.47	40.65	41.87	43.13	44.42	45.75	47.12	48.53

Return
to
Agenda

Pavement Rating Total Distresses

Street Name	Location	Sum of Distresses
N. Main	Grand to City Limits	52
Raters Note	Street needs reconstruction. Mill out pot holes and transverse cracks. Crack sealed the whole road in 2017. Approved KDOT project. Construction tentatively 2020.	

Street Name	Location	Sum of Distresses
Peachtree Lane	Park to Timberlane	91
Raters Note	Slurry sealed in 2016 transverse cracks are present.	

Street Name	Location	Sum of Distresses
Park Dr.	Timberlane to Mimosa	91
Raters Note	Slurry sealed in 2016 transverse cracks are present.	

Street Name	Location	Sum of Distresses
Anita	Ivah to Clinton	91
Raters Note	Crack and slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Grover	Corey to "A" street	91
Raters Note	Slurry sealed in 2014, Curb requires repairs.	

Street Name	Location	Sum of Distresses
Schoolhouse	Country Lakes to dead end	92
Raters Note	Crack sealed in 2015. Transverse cracks requires repair.	

Street Name	Location	Sum of Distresses
Baughman	Alice to Hemphill	92
Raters Note	Slurry sealed in 2016. In 2016, repaired 35' of curb.	

Street Name	Location	Sum of Distresses
Sarah Lane	Main to Clinton	92
Raters Note	Slurry sealed in 2017.	

Street Name	Location	Sum of Distresses
Wire	2nd to 4th	92
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
Wire	Grand to 2nd	92
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
N. Lamar	Sarah lane to Castle	92
Raters Note	Crack and slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Sarah Lane	Clinton to Hungerford	92
Raters Note	Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Spring Cir	Broadway to Ct.	93
Raters Note	Needs slurry sealed.	
Street Name	Location	Sum of Distresses
4th Street	Ranger to Sunset	93
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Anita	Clinton to Main	93
Raters Note	Crack and slurry sealed on 2015.	
Street Name	Location	Sum of Distresses
Schoolhouse Ct.	@ Schoolhouse	93
Raters Note	Crack sealed in 2015.	
Street Name	Location	Sum of Distresses
Schoolhouse Place	@ Schoolhouse	93
Raters Note	Crack sealed in 2015.	
Street Name	Location	Sum of Distresses
N. Hungerford	Sarah Lane to Park Dr.	93
Raters Note	Chipped sealed in 2014.	
Street Name	Location	Sum of Distresses
Willow	Basswood to Meridian	93
Raters Note	Slurry sealed in 2014.	
Street Name	Location	Sum of Distresses
Stewart	Grand to Spring	93
Raters Note	Slurry sealed in 2018. Curb work needs repaired.	
Street Name	Location	Sum of Distresses
Schoolhouse Cir.	@ Schoolhouse	93
Raters Note	Crack sealed in 2015.	

Street Name	Location	Sum of Distresses
2nd St.	Ranger to Steams	93
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
4th St.	Van Arsdale to Turkle	93
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
2nd St.	Steams to German	93
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
2nd St.	Van Arsdale to German	93
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Linden Ln	Willow and Timberlane	93
Raters Note	Crack and slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Basswood	Linden to Willow	94
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
2nd St.	Meridian to Ranger	94
Raters Note	Slurry sealed 2016.	

Street Name	Location	Sum of Distresses
Taylor	Wayne to Spencer	94
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Jane	Grand to PW	94
Raters Note	Reclamited in 2015. Transverse cracks need repaired.	

Street Name	Location	Sum of Distresses
4th St.	German to Sunset	94
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Ranger	2nd to Grand	94
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
7th St.	turkle to dead end	94
Raters Note	Slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
Western	2nd to 4th	94
Raters Note	Slurry sealed in 2015	
Street Name	Location	Sum of Distresses
Timberlane Ct.	@Timberlane	94
Raters Note	Slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
Jubilee	Ranger to 4th	94
Raters Note	Asphalt patching and slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
Wire	4th to German	94
Raters Note	Slurry sealed in 2014.	
Street Name	Location	Sum of Distresses
German	4th to 2nd	94
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
German	2nd to Grand	94
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
6th St.	Turkle to German	94
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Spring St.	Turkle to Van Arsdale	94
Raters Note	Slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
Cottonwood	Broadway to Sunnyside	94
Raters Note	Slurry and cracked sealed in 2015.	
Street Name	Location	Sum of Distresses
Cain Drive	Broadway to Grand	94
Raters Note	There are 2 Valley gutters that need to be cleaned out. Repaired transverse cracks and slurry sealed in 2017.	

Street Name	Location	Sum of Distresses
Delos	Grand to Hemphill	95
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Sunset	2nd to 4th	95
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Sunset	Grand to 2nd	95
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Hungerford	2nd to 4th	95
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Hungerford	Grand to 2nd	95
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Hemphill	Baughman to Delos	95
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
Hunter	Alexander to Fager	95
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Western	Grand to 2nd St.	95
Raters Note	Slurry sealed in 2015	

Street Name	Location	Sum of Distresses
Hale St.	Sunflower to Marion	95
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
N. Twin Pines	@ Cottonwood	95
Raters Note	Slurry and crack sealed in 2015.	

Street Name	Location	Sum of Distresses
Waggoner	@ Spencer dr.	95
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Corey	Grover to 63rd st	95
Raters Note	Slurry sealed in 2014 and 2018.	
Street Name	Location	Sum of Distresses
S. Main	Grand to City Limits	95
Raters Note		
Street Name	Location	Sum of Distresses
Wayne	Grand to Delos	95
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Campbell	Grand to N. Lamar	95
Raters Note	Transverse cracks require repair.	
Street Name	Location	Sum of Distresses
Christine Ct.	Hungerford to end of Ct.	95
Raters Note	Shrinkage crack. Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Apple Lane and Ct's	Sandalwood to Willow	95
Raters Note	Slurry sealed in 2018. Courts were slurry sealed 2017. Transverse cracks require repair.	
Street Name	Location	Sum of Distresses
South Marlen	Grand to Peach	95
Raters Note	Reclamite in 2014.	
Street Name	Location	Sum of Distresses
Hillcrest	Anita to Sarah Lane	95
Raters Note	Street was crack and slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
4th St.	Van Arsdale to German	95
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Boxwood	@Meridian	95
Raters Note	Needs crack sealed.	
Street Name	Location	Sum of Distresses
Timberlane	Linden to Grand	95
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2016. Transverse cracks are coming back.	

Street Name	Location	Sum of Distresses
100 block Alexander Ct.	Alexander Ct.	96
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Lamar plus Cts.	Grand to Turkle	96
Raters Note	Slurry sealed in 2017.	

Street Name	Location	Sum of Distresses
Turkle	Spring to 7th	96
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
Hollywood	Mabel to Hale	96
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Raintree	@Meridian	96
Raters Note	Needs crack sealed.	

Street Name	Location	Sum of Distresses
Diedrich	Broadway to Pimer	96
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Kay	Karla to Broadway	96
Raters Note	Recamited in 2015.	

Street Name	Location	Sum of Distresses
Shira Ct.	@ Shira	96
Raters Note	Good street; Street was crack sealed and reclamited in 2015.	

Street Name	Location	Sum of Distresses
Ward Parkway	Sunflower to Grover	96
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Delos	Grand to Wayne	96
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Ward Parkway	Berlin to Lonna	96
Raters Note	Needs crack sealed.	

Street Name	Location	Sum of Distresses
Twin Pines	Lonna. To Berlin	96
Raters Note	Needs crack sealed.	
Street Name	Location	Sum of Distresses
Southbrooke	Ward Parkway to Twin Pines	96
Raters Note		
Street Name	Location	Sum of Distresses
Lonna	Ward Parkway to Spring Cr.	96
Raters Note	Needs crack sealed.	
Street Name	Location	Sum of Distresses
300 block of Peach Cir.	@ South Marlen	96
Raters Note	Creaked sealed and reclaimed in 2015.	
Street Name	Location	Sum of Distresses
Riley Cir.	Peach to Peach	96
Raters Note	Reclaimed in 2015.	
Street Name	Location	Sum of Distresses
Wayne	Delos to Spencer	96
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Champion	2nd to Peachwood	96
Raters Note	Slurry sealed in 2017.Need to repair transverse cracks.	
Street Name	Location	Sum of Distresses
Alexander Ct		96
Raters Note	Slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
Winesap	Hydraulic to 71st.	96
Raters Note	Reclaimed in 2015.	
Street Name	Location	Sum of Distresses
Greenwood	@ Jane	96
Raters Note	Crack sealed and reclaimed in 2015.	
Street Name	Location	Sum of Distresses
Firefly	Bluestem to Windrose	96
Raters Note	Street was creak sealed in 2015 reclaimed in 2014.	

Street Name	Location	Sum of Distresses
Bluestem	@ Saddlebrook to Firefly	96
Raters Note	Street was crack sealed and reclaimed in 2014.	

Street Name	Location	Sum of Distresses
N. Jane	Hemphill to Grand	96
Raters Note	Transverse cracks been milled out and repaired.	

Street Name	Location	Sum of Distresses
German	4th to 7th	96
Raters Note	Slurry sealed in 2016. Curb work requires repair.	

Street Name	Location	Sum of Distresses
Van Arsdale	Grand to 2nd	96
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Place	@ Bluestem	96
Raters Note	Good street; reclaimed in 2015.	

Street Name	Location	Sum of Distresses
Van Arsdale	2nd to 4th	96
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
4th street	Meridian to Ranger	96
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Chatta	4th to Chelsea	96
Raters Note	Good street. Crack sealed in 2015.	

Street Name	Location	Sum of Distresses
800 block of Karla Ct.	@ Karla	97
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	

Street Name	Location	Sum of Distresses
Twin Pines	Spring Cir to dirt	97
Raters Note		

Street Name	Location	Sum of Distresses
700 block of Karla Ct.	@ Karla	97
Raters Note	Slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Clinton	Sarah lane to Anita	97
Raters Note	Slurry sealed in 2015.	
Street Name	Location	Sum of Distresses
Alexander	VG @Hillcrest to 944 Alexander	97
Raters Note	Reclamite in 2016. Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Alexander	Fager to VG @Hillcrest	97
Raters Note	Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Hurley	Broadway to Ward Pkwy	97
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Slade	Sarah lane to Anita	97
Raters Note	Slurry sealed in 2014.	
Street Name	Location	Sum of Distresses
Timberlane	Linden to Park Dr.	97
Raters Note	Milled, repaired transverse cracks and longitude cracks slurry sealed in 2016. Need to crack seal.	
Street Name	Location	Sum of Distresses
Keystone	Sunflower to Ward Parkway	97
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
1000 karla Ct.	@ Karla	97
Raters Note	Reclamited in 2015.	
Street Name	Location	Sum of Distresses
Summey Ave	Hale to Ward Parkway	97
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Berlin	Broadway to Ward Pkwy	97
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Marion	Hale to Grover	97
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
900 block of Karla Ct.	@ Karla	97
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Karla	700 block of Karla Ct. to Kay	97
Raters Note	Slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
East 71st Street	Broadway to Tumpike	97
Raters Note	Streets needs to be crack sealed.	
Street Name	Location	Sum of Distresses
Peachwood Dr.	Champion to 2nd	97
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Leonard Ct.	@ Chatta	97
Raters Note	Good street; Street was creaked sealed and reclamited in 2015.	
Street Name	Location	Sum of Distresses
Peach	S. Marlen to Riley Ct.	97
Raters Note	Crack sealed and reclamited in 2015.	
Street Name	Location	Sum of Distresses
Windrose Ct.	@Windrose	97
Raters Note	Good street; street was crack sealed and reclamited in 2015.	
Street Name	Location	Sum of Distresses
Windrose	Saddle Brook to Firefly	97
Raters Note	Good street; Street was creak sealed in 2015 reclamited in 2014.	
Street Name	Location	Sum of Distresses
Saddle Brooke	Meridian to dead end	97
Raters Note	Good street; Street was crack sealed in 2014 reclamited in 2015.	
Street Name	Location	Sum of Distresses
Saddle Brooke Ct.	@ Saddle Brooke	97
Raters Note	Good street, Street was crack sealed and reclamited in 2015.	
Street Name	Location	Sum of Distresses
Trout	Grand to Turkle	97
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
Loring	Ranger to 2nd St.	97
Raters Note	Repaired transverse cracks.	

Street Name	Location	Sum of Distresses
Country Lakes	@ Meridian to dead end	97
Raters Note	Crack sealed in 2015.	

Street Name	Location	Sum of Distresses
Clesea	Meridian to Melvin	97
Raters Note	Good street; Street was creak sealed and reclamited in 2015.	

Street Name	Location	Sum of Distresses
West Grand	Main to Meridain	97
Raters Note	Crack sealed in 2017.	

Street Name	Location	Sum of Distresses
Marlen North	Grand to Karla	97
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2016. Warranty work done 2018.	

Street Name	Location	Sum of Distresses
James	Freeman to Hemphill	97
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Spencer	Wayne to S. Main	97
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
Forest Ct. 700 block	@ Jane	97
Raters Note	Crack sealed and reclamited In 2015.	

Street Name	Location	Sum of Distresses
Peach	Riley Cir. To Jane	97
Raters Note	Crack sealed and reclamited in 2015.	

Street Name	Location	Sum of Distresses
Moy	Hemphill to Freeman	97
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
Freeman	Jane to Delos	97
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2016.	

Street Name	Location	Sum of Distresses
900 Block of Peach Ct.	Peach	97
Raters Note	Cracked sealed and reclamited in 2015.	
Street Name	Location	Sum of Distresses
Forest Ct.	@ South Marlen	97
Raters Note	Cracked sealed and reclamited in 2015.	
Street Name	Location	Sum of Distresses
Ivah	Anita to Alexander	98
Raters Note	Slurry sealed in 2014 and 2017.	
Street Name	Location	Sum of Distresses
400 Block of Marlen	@ Marlen	98
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Sandalwood	Meridian to Linden Lane	98
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
Shira Cir	Shira	98
Raters Note	Good street; Street was crack sealed and reclamited in 2016.	
Street Name	Location	Sum of Distresses
Freeman	Jane to Marlen	98
Raters Note	Repaired transverse cracks and slurry sealed in 2016.	
Street Name	Location	Sum of Distresses
N. Hungerford	Grand to Sarah Lane	98
Raters Note	Good concrete street.	
Street Name	Location	Sum of Distresses
Hemphill	Jane to Moy	98
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Hillcrest	Alexander to Anita	98
Raters Note	The intersection was repaired at Alexander and Hillcrest with concrete. Slurry sealed in 2018.	
Street Name	Location	Sum of Distresses
Lakeview Ct.	@ Lakeview	98
Raters Note	Good street, Street was crack sealed and reclamited in 2015.	

Street Name	Location	Sum of Distresses
Bluestem Ct.	@ Bluestem	98
Raters Note	Good street, Street was crack sealed and reclimited in 2015.	
Street Name	Location	Sum of Distresses
Bluestem Cir.	@ Bluestem	98
Raters Note	Good street; Street was crack sealed in 2015.	
Street Name	Location	Sum of Distresses
Ward Parkway North	Grand to dirt ct.	98
Raters Note	Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
71st Street West	Meridain to City Limits	98
Raters Note	In 2017, a tum lane was constructed and followed up with a slurry seal. The street was slurry sealed in 2018 as well.	
Street Name	Location	Sum of Distresses
Fager	Main to Alexander	98
Raters Note	Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Hemphill	Delos to Jane	98
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017. Transverse cracks are presant.	
Street Name	Location	Sum of Distresses
Lake view	Saddle Brooke to 79th St.	98
Raters Note	Good street, Street was crack sealed and reclimited in 2015.	
Street Name	Location	Sum of Distresses
Dwight Ct.	@ Turkle	98
Raters Note	Slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
200 block of Marlen Ct.	@ Marlen	98
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
300 block of Marlen Ct.	@ Marlen	98
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Shira	Shira ct to Chatta	98
Raters Note	Good street; Street was crack sealed and reclimited in 2015.	

Street Name	Location	Sum of Distresses
Sunflower	"A" st. to Hale	98
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
2nd St.	Hays to S. Main	99
Raters Note		

Street Name	Location	Sum of Distresses
5th St.	German to Turkle	99
Raters Note	Slurry sealed in 2014 and 2018.	

Street Name	Location	Sum of Distresses
Stewart Cts.	@ Stewart	99
Raters Note	Slurry sealed in 2018.	

Street Name	Location	Sum of Distresses
Hickory	Aspen to Hannah Lane	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Timbercreek Ct.	@ Timbercreek	99
Raters Note	Reclamited 2016.	

Street Name	Location	Sum of Distresses
East Grand	Main to Broadway	99
Raters Note	Good street. Reconstructed in 2014.	

Street Name	Location	Sum of Distresses
Mabel	63rd to Ct.	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Pleasant	63rd to Sunflower	99
Raters Note	Slurry sealed in 2014 and 2018.	

Street Name	Location	Sum of Distresses
Pimer	71st to Diedrich	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Turkle	Grand to Spring	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Pimer	Diedrich to Ct.	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Hays St.	2nd to S. Main	99
Raters Note		

Street Name	Location	Sum of Distresses
100 block of Moy Ct.	@Moy	99
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017. Warranty work done 2018.	

Street Name	Location	Sum of Distresses
200 block of Moy Ct.	@Moy	99
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017. Warranty work done 2018.	

Street Name	Location	Sum of Distresses
300 block of Moy Ct.	@Moy	99
Raters Note	Milled, repaired Transverse cracks and slurry sealed in 2017. Warrant work done 2018.	

Street Name	Location	Sum of Distresses
Ward Parkway	Diedrich to Grand	99
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	

Street Name	Location	Sum of Distresses
Sunnyside	Grand to Diedrich	99
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	

Street Name	Location	Sum of Distresses
Nelson	Alice to Hemphill	99
Raters Note	Slurry sealed in 2014. Repaired 55' of curb. Slurry sealed 2018.	

Street Name	Location	Sum of Distresses
Ranger	4th to 2nd	99
Raters Note	Slurry sealed in 2015.	

Street Name	Location	Sum of Distresses
Karla (River Forest)	N. Main to N. Delos	99
Raters Note	Street was reclamited in 2015.	

Street Name	Location	Sum of Distresses
Kay & Baughman (River Forest)	@Karla	99
Raters Note	Street was reclamited in 2015.	

Street Name	Location	Sum of Distresses
Timber Creek	S. Main to dead end	99
Raters Note	Reclamited in 2016.	
Street Name	Location	Sum of Distresses
"A" street	Grover to Sunflower	99
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Willow	Mimosa to Basswood	99
Raters Note	Good concrete street.	
Street Name	Location	Sum of Distresses
Linden Ct.	Linden Ct.	99
Raters Note	Slurry sealed in 2017	
Street Name	Location	Sum of Distresses
Twin Pines	Diedrich to Grand	99
Raters Note	Milled, repaired transverse cracks and slurry sealed in 2017.	
Street Name	Location	Sum of Distresses
Caleb	Hannah lane to Aspen	99
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Alexander	985 Alexander to 944 Alexander	99
Raters Note	Good concrete street.	
Street Name	Location	Sum of Distresses
Kansas	Hydraulic to 71st	99
Raters Note	Reclamited in 2015.	
Street Name	Location	Sum of Distresses
Hannah Lane	Aspen to Caleb	99
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Aspen	Caleb to Hickory	99
Raters Note	Good street.	
Street Name	Location	Sum of Distresses
Hydraulic Ct.	@ Hydraulic	99
Raters Note	Reclamited in 2016.	

Street Name	Location	Sum of Distresses
Sunnyside	@ 63rd to Sandy	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Sandy	Sunnyside to "A" street	99
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Erin Ct.	@ Chelsea	99
Raters Note	Good street; street was creck sealed and reclamited in 2015.	

Street Name	Location	Sum of Distresses
Diedrich	Broadway to Ward Pkwy	100
Raters Note	Slurry sealed in 2015 and 2018.	

Street Name	Location	Sum of Distresses
Plaza Drive	@ Grand to Shaman	100
Raters Note	Recamited in 2016.	

Street Name	Location	Sum of Distresses
Baughman	Alice to Grand	100
Raters Note	Street was reconstructed in 2015.	

Street Name	Location	Sum of Distresses
Blossom	Twin Pines to Broadway	100
Raters Note	Slurry sealed in 2014 and 2018.	

Street Name	Location	Sum of Distresses
North Sunnyside	dirt ct. to Ward pkwy to VG	100
Raters Note	Slurry sealed in 2018	

Street Name	Location	Sum of Distresses
Stearns	2nd to Grand	100
Raters Note	Slurry sealed in 2014.	

Street Name	Location	Sum of Distresses
Shaman St.	Plaza to Shanin	100
Raters Note	Reclamited in 2016.	

Street Name	Location	Sum of Distresses
Shahin	Shaman to Chapman	100
Raters Note	Reclamited in 2016.	

Street Name	Location	Sum of Distresses
Broadway Ct.	@ Broadway	100
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Castle	Clinton to N. Lamar	100
Raters Note	Good concrete street.	

Street Name	Location	Sum of Distresses
N. Lamar	Castle	100
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Alice	Nelson to Baughman	100
Raters Note	Street was reconstruction in 2015.	

Street Name	Location	Sum of Distresses
Maynard	Alice to Hemphill	100
Raters Note	Good street.	

Street Name	Location	Sum of Distresses
Stearns	4th to 2nd	100
Raters Note	Slurry sealed in 2015. Slurry sealed in 2018.	

Street Name	Location	Sum of Distresses
Ballard	Grand to Ct.	100
Raters Note	Mill and overlay proformed in 2018.	

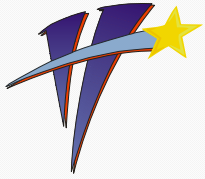
Street Name	Location	Sum of Distresses
Melvin Ct.	@ Chelsea	100
Raters Note	Street was crack sealed and reclamited in 2015.	

Street Name	Location	Sum of Distresses
Mimosa	Timberlane to Willow	100
Raters Note	Mill and overlay proformed in 2018.	

Street Name	Location	Sum of Distresses
Clinton	Anita to Slade	100
Raters Note	Good concrete road.	

Street Name	Location	Sum of Distresses
Slade	Ivah to Anita	100
Raters Note	Slurry sealed in 2014, mill and overlay proformed in 2018.	

Street Name	Location	Sum of Distresses
Clinton	Sarah lane to Castle	100
Raters Note	Good concrete street.	



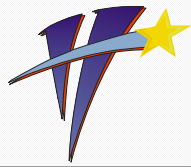
City of Haysville

DATE
3/25/2019

Valley Gutters
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	Location	DESCRIPTION	QUANTITY	UNIT	Project Cost	
					UNIT PRICE	COST
1	Ranger and 4th St.	Valley Gutter	248.0	SF	\$7.50	\$1,860.00
Total Square Footage (6" depth)			248.0		Sub Total	\$1,860.00



City of Haysville

DATE
3/25/2019

Curb and Gutter
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	Location	DESCRIPTION	QUANTITY	UNIT	Project Cost	
					UNIT PRICE	COST
1.	Western at 2nd St. NW corner	Curb and Gutter	11.0	LF	\$23.00	\$253.00
2.	Western at 2nd St. East Corner	Curb and Gutter	10.0	LF	\$23.00	\$230.00
3.	121 Grover	Curb and Gutter	12.0	LF	\$23.00	\$276.00
4.	340 Grover	Curb and Gutter	12.0	LF	\$23.00	\$276.00
5.	201 N. Ward Parkway	Curb and Gutter	22.0	LF	\$23.00	\$506.00
6.	Stewart St at Drainage Ditch	Curb and Gutter	20.0	LF	\$23.00	\$460.00
7.	424 Hollwood	Curb and Gutter	10.0	LF	\$23.00	\$230.00
8.	309 Summey	Curb and Gutter	13.0	LF	\$23.00	\$299.00
9.	211 Baughman	Curb and Gutter	24.0	LF	\$23.00	\$552.00
10.	300 Stewart	Curb and Gutter	16.0	LF	\$23.00	\$368.00
11.	225 Baughman	Curb and Gutter	12.0	LF	\$23.00	\$276.00
12.	236 Baughman	Curb and Gutter	10.0	LF	\$23.00	\$230.00
13.	139 Stewart	Curb and Gutter	10.0	LF	\$23.00	\$230.00
14.	114 Hungerford	Curb and Gutter	11.0	LF	\$23.00	\$253.00
15.	325 Taylor	Curb and Gutter	10.0	LF	\$23.00	\$230.00
Total LF Curb & Gutter			203.0	LF	Sub Total	\$4,669.00



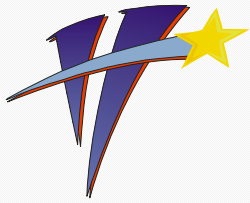
City of Haysville

DATE
3/25/2019

Mill & Overlay
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	Location	DESCRIPTION	QUANTITY	UNIT	Project Cost	
					UNIT PRICE	COST
1.	Wire Ave	Mill and Overlay 3"	7416.0	SY	\$9.00	\$66,744.00
2.	N. Hungerford	Mill and Overlay 3"	3691.0	SY	\$9.00	\$33,219.00
3.	Anita Ave. (N. Main to Ivah Dr.)	Mill and Overlay 3"	7195.0	SY	\$9.00	\$64,755.00
4.	Willow (N. Meridian to Basswood Ln.)	Mill and Overlay 3"	2019.0	SY	\$9.00	\$18,171.00
5.	4th St. (Turtle to Ranger)	Mill and Overlay 3"	11249.0	SY	\$9.00	\$101,241.00
6.	2nd St. (Ranger to Van ArsDale)	Mill and Overlay 3"	6503.0	SY	\$9.00	\$58,527.00
7.	N. Lamar Ave. (W. Grand to N. Cambell Dr)	Mill and Overlay 3"	3767.0	SY	\$9.00	\$33,903.00
8.	Sarah Lane (N. Hungerford to N. Main)	Mill and Overlay 3"	8241.0	SY	\$9.00	\$74,169.00
Total SY Mill and Overlay			50081.0	SY	Sub Total	\$450,729.00



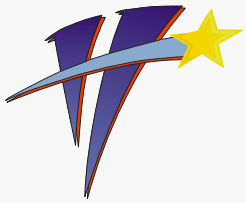
City of Haysville

DATE
3/25/2019

Manhole Raising
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	Location	DESCRIPTION	QUANTITY	UNIT	Project Cost	
					UNIT PRICE	COST
1.	S. Hungerford (Grand to 4th St.)	Manhole Raising	9.0	MH	\$166.00	\$1,494.00
2.	Stearns (Grand to 4th)	Manhole Raising	6.0	MH	\$166.00	\$996.00
3.	German Ave. (Grand to 4th)	Manhole Raising	7.0	MH	\$166.00	\$1,162.00
4.	Van ArsDale (Grand to 4th)	Manhole Raising	9.0	MH	\$166.00	\$1,494.00
5.	Wayne (Grand to Spencer)	Manhole Raising	8.0	MH	\$166.00	\$1,328.00
6.	Taylor (Spencer to Wayne)	Manhole Raising	3.0	MH	\$166.00	\$498.00
7.	S. Delos (Grand to Spencer)	Manhole Raising	5.0	MH	\$166.00	\$830.00
Total Square Footage			47.0	MH	Sub Total	\$7,802.00



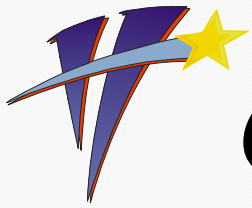
City of Haysville

DATE
3/25/2019

Slurry Seal
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	Location	DESCRIPTION	QUANTITY	UNIT	Project Cost	
					UNIT PRICE	COST
1	Grover	Slurry Seal	4886.0	SY	\$2.09	\$10,211.74
6	Schoolhouse	Slurry Seal	6298.0	SY	\$2.09	\$13,162.82
7	Schoolhouse Place	Slurry Seal	1323.0	SY	\$2.09	\$2,765.07
8	Schoolhouse Ct. (2)	Slurry Seal	1840.0	SY	\$2.09	\$3,845.60
9	Spring Cir.	Slurry Seal	3858.0	SY	\$2.09	\$8,063.22
Total Square Yards			18205.0		Total	\$38,048.45



City of Haysville

DATE
3/25/2019

Material
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	Location	DESCRIPTION	QUANTITY	UNIT	Project Cost	
					UNIT PRICE	COST
1	Asphalt	Patching/Wide Crack Filling	160.0	Ton	\$44.00	\$7,040.00
2	Concrete	Patching/Wide Crack Filling	90.0	CY	\$130.00	\$11,700.00
3	Crack Filling	Rubber	6.0	Pallet	\$1,260.00	\$7,560.00
Total Square Yards			256.0		Total	\$26,300.00



City of Haysville

DATE
3/25/2019

Total Repairs
Approximate Quantities

PROPOSED PROJECT Payment will be based on actual Quantity Repaired.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Project Cost	
				UNIT PRICE	COST
Totals					
1.	6" Valley Gutter	248.0	SF	\$7.50	\$1,860.00
2.	Curb and Gutter	203.0	LF	\$23.00	\$4,669.00
3.	Mill & Overlay	50081.0	SY	\$9.00	\$450,729.00
4.	Manhole Raising	47.0	MH	\$166.00	\$7,802.00
5.	Slurry Seal	18205.0	SY	\$2.09	\$38,048.45
6.	Material				\$26,300.00
Total Quantities		248.0	SF	Sub Total	\$529,408.45
		203.0	LF		
		68286.0	SY		

Total Miles in City	43.98
Total miles worked	4.64
Percentage of Overall road miles worked	10.55%

Return
to
Agenda

VENDOR NO NAME	PAYMENT AMT
10 A&E NOW MERIDIAN ANALYT	650.00
100 SUPPLYWORKS	240.05
250 ALL AMERICAN CHRISTMAS CO	96.78
433 ARMSTRONG CHAMBERLIN	450.00
495 AT&T MOBILITY	118.16
572 AXON ENTERPRISE, INC.	5,147.00
573 AXIOM INSTRUMENTATION SVC	5,662.66
690 BEACON ATHLETICS	417.60
695 BEALL & MITCHELL LLC	1,775.53
777 BIG TOOL STORE	184.34
1155 CINTAS CORPORATION	1,038.57
1170 CITY BLUE PRINT INC	327.60
1176 CITY ELECTRIC SUPPLY	3,054.47
1264 COMMERCIAL MECHANICAL INC	5,954.00
1283 CONCRETE WORKS INC	3,136.25
1308 COOPER LAW OFFICES LLC	75.00
1325 COX COMMUNICATIONS	217.81
1372 CREATIVE PRODUCT SOURCING	49.60
1825 FASTENAL COMPANY	6.38
1950 FOLEY INDUSTRIES	12.15
2246 HAMPEL OIL	4,523.59
2270 HATTAN CHEVROLET INC	349.33
2290 HAYSVILLE CHAMBER	900.00
2300 HAYSVILLE COMM LIBRARY	10,529.70
2345 HAYSVILLE RENTAL CENTER	116.00

VENDOR NO NAME	PAYMENT AMT
2370 HAYSVILLE USD 261	615.57
2381 HEARTLAND COCA COLA	493.21
2500 HAC DBA HOMELAND	237.59
2586 HUTCHINSON SALT COMPANY	438.90
2673 INSTANT TIRE SERVICE	1,631.40
2844 JOHN DEERE FINANCIAL	144.80
3050 KS FIRE EQUIPMENT CO	1,123.50
3072 KDHE BUREAU OF ENVIRONMEN	20.00
3082 KDHE - DIV. CHILDCARE LIC	432.00
3248 KANSASLAND TIRE	271.44
3440 KEY EQUIPMENT & SUPPLY CO	195.03
3441 KENWORTH	74.04
3500 KONICA MINOLTA BUS SYS	688.00
3512 KRIZ-DAVIS COMPANY	198.25
3568 KWLS RADIO, LLC.	98.00
3612 LAUTZ LAW LLC	1,000.00
3860 MAXIMUM OUTDOOR EQUIPMENT	24.17
3945 MCHATTON ZACH	108.53
4348 NEW MEDICAL HEALTH CARE	485.00
4351 NEWEGG BUSINESS, INC.	718.89
4370 OFFICE DEPOT	260.93
4396 O'REILLY AUTOMOTIVE INC	569.78
4520 PETTY CASH	967.56
4540 PHILLIPS 66 - CONOCO-76	16.01
4662 POWERPLAN	415.19

VENDOR NO NAME	PAYMENT AMT
4692 PREMIER PYROTECHNICS, INC	8,500.00
4772 PROFESSIONAL TURF PRODUCT	374.94
4780 PRO-KEM SUPPLIES INC	102.00
4860 QUILL CORPORATION	203.93
5173 S & S EQUIPMENT COMPANY	204.71
5326 SEDG CTY ANIMAL CONTROL	29.00
5330 SEDGWICK COUNTY ELECTRIC	687.91
5441 SIGNATURE PEST	75.00
5445 SIMMONS BRADY	35.00
5769 SUPERIOR EMERGENCY RESP.	975.00
5917 TIRE DEALERS WAREHOUSE	596.00
5939 TRAVELERS	100.00
5952 TRITECH FORENSICS	297.84
6030 UNITED STATES POSTAL SERV	1,180.00
6095 USA BLUE BOOK	501.52
6265 VOHNE LICHE KENNELS, INC.	9,000.00
6630 WICHITA WINWATER	1,637.49
6687 WILLIAM MORRIS ASSOCIATES	7,731.28
6701 WILLIAMS, JOY ATTORNEY	1,000.00
6731 WRIGHT, GREGORY	35.00
REPORT TOTAL	89,526.98

FUND	NAME	TOTAL
01	GENERAL FU	18,145.93
10	SEWER FUND	13,585.14
11	WATER FUND	4,049.43
12	MUNICIPAL	21.50
21	STREET FUN	3,326.75

VENDOR NO	NAME	PAYMENT AMT
24	LAW ENFORC	9,062.11
25	LIBRARY FU	10,529.70
28	SPECIAL AL	446.87
30	RECREATION	2,064.48
33	FEDERAL LA	5,147.00
36	CAPITAL IM	13,740.20
51	SPECIAL PA	8,500.00
92	TR GUEST T	548.00
99	ST REC RES	359.87
		=====
	TOTAL	89,526.98

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

INTRUST								
10 MERIDIAN ANALYTICAL LABS, LLC.								
W9000506	1	3/26/19	3/21/19	WATER TESTING	360.00	10	10-30-2040	1
				INVOICE TOTAL	360.00			
W9000537	1	3/26/19	3/21/19	WATER TESTING	210.00	10	10-30-2040	1
				INVOICE TOTAL	210.00			
W9000596	1	3/26/19	3/21/19	WATER TESTING	80.00	11	11-31-2040	1
				INVOICE TOTAL	80.00			
				VENDOR TOTAL	650.00			
100 SUPPLYWORKS								
481683589	1	3/26/19	3/21/19	KITCHEN TOWELS,ROLL,WHT, 5 CS.	60.01	10	10-30-2009	1
	2			KITCHEN TOWELS,ROLL,WHT, 5 CS.	60.01	11	11-31-2009	1
	3			KITCHEN TOWELS,ROLL,WHT, 5 CS.	60.01	21	21-41-2009	1
	4			KITCHEN TOWELS,ROLL,WHT, 5 CS.	60.02	01	01-03-2009	1
				INVOICE TOTAL	240.05			
				VENDOR TOTAL	240.05			
250 ALL AMERICAN CHRISTMAS CO.								
19-4939	1	3/26/19	3/22/19	SCULPTURE CLIPS 50/PK 13EA.	96.78	01	01-03-2009	1
				INVOICE TOTAL	96.78			
				VENDOR TOTAL	96.78			
433 ARMSTRONG CHAMBERLIN								
13759	1	3/26/19	3/21/19	ONLINE MEDIA MGMT. - JAN 2019	150.00	92	92-66-3001	1
	2			SEM MGMT/REPORTING - FEB 2019	300.00	92	92-66-3001	1
				INVOICE TOTAL	450.00			
				VENDOR TOTAL	450.00			
495 AT&T MOBILITY								
FEB 2019	1	3/26/19	3/21/19	MONTHLY CELL PHONE BILLING	118.16	30	30-50-2094	1
				INVOICE TOTAL	118.16			
				VENDOR TOTAL	118.16			
572 AXON ENTERPRISE, INC.								
SI-1581266	1	3/26/19	3/21/19	TASER 60:X2 BASIC 12EA (PD)	3,960.00	33	33-53-2012	1
	2			SUIT, ENHANCED SIM, MODEL II	675.00	33	33-53-2012	1
	3			AUTO SHUT-DOWN BATTERY PK. 4EA	312.00	33	33-53-2012	1
	4			USB, DATAPORT DOWNLOAD KIT 1EA	200.00	33	33-53-2012	1
				INVOICE TOTAL	5,147.00			
				VENDOR TOTAL	5,147.00			
573 AXIOM INSTRUMENTATION SVCS.								
16-0554	1	3/26/19	3/21/19	SIEMENS 12" 5100W MAGMETER	3,448.25	10	10-30-2006	1
	2			SHIPPING/HANDLING	98.63	10	10-30-2006	1
				INVOICE TOTAL	3,546.88			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
16-0555	1	3/26/19	3/21/19	SIEMENS 6" 5100W TRANSMITTER	2,051.40	10	10-30-2006	1
	2			SHIPPING/HANDLING	64.38	10	10-30-2006	1
				INVOICE TOTAL	2,115.78			
				VENDOR TOTAL	5,662.66			
				690 BEACON ATHLETICS				
0500684-IN	1	3/26/19	3/21/19	SCHUTT PRO STYLE BASE SET 1EA.	155.00	01	01-03-2046	1
	2			JACK CORBETT BASE SET 1EA.	205.00	01	01-03-2046	1
	3			FREIGHT CHARGE	57.60	01	01-03-2046	1
				INVOICE TOTAL	417.60			
				VENDOR TOTAL	417.60			
				695 BEALL & MITCHELL LLC				
MAR 2019	1	3/26/19	3/21/19	PROFESSIONAL SERVICES - JUDGE	1,775.53	01	01-06-1100	1
				INVOICE TOTAL	1,775.53			
				VENDOR TOTAL	1,775.53			
				777 BIG TOOL STORE				
558186	1	3/26/19	3/21/19	MISC. TOOLS - WWTP	111.35	10	10-30-2009	1
				INVOICE TOTAL	111.35			
558332	1	3/26/19	3/21/19	3-1/2" SWIVEL CASTERS 2EA.	9.98	11	11-31-2006	1
				INVOICE TOTAL	9.98			
558642	1	3/26/19	3/21/19	GREY PNEUMATIC/GEAR WRENCH 1EA TOOL TO RPLC MAG METER - WWTP	63.01	10	10-30-2009	1
				INVOICE TOTAL	63.01			
				VENDOR TOTAL	184.34			
				1155 CINTAS CORPORATION #451				
451575356	1	3/26/19	3/21/19	SHOP TOWELS & SUPPLIES	47.64	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	47.64	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	47.64	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	34.13	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	6.57	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	36.66	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	35.36	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	20.23	21	21-41-2016	1
				INVOICE TOTAL	275.87			
451577536	1	3/26/19	3/21/19	SHOP TOWELS & SUPPLIES	48.01	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	48.01	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	48.00	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	34.13	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	6.57	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	35.83	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	100.05	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	19.39	21	21-41-2016	1
				INVOICE TOTAL	339.99			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
451579679	1	3/26/19	3/21/19	SHOP TOWELS & SUPPLIES	48.81	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	48.81	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	48.82	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	46.77	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	6.57	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	174.92	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	35.16	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	12.85	21	21-41-2016	1
				INVOICE TOTAL	422.71			
				VENDOR TOTAL	1,038.57			
204333				1170 CITY BLUE PRINT INC				
	1	3/26/19	3/21/19	72X42" GATOR PRINTS 2EA.- WWTP PLANT DESIGN ANALYSIS BOARD	327.60	10	10-30-2012	1
				INVOICE TOTAL	327.60			
				VENDOR TOTAL	327.60			
WCC/000390				1176 CITY ELECTRIC SUPPLY CO.				
	1	3/26/19	3/21/19	CREDIT:RETURN LAMPS/ELBOW SOCCER FIELDS - CONCESSIONS	191.31-	36	36-56-3043	1
				INVOICE TOTAL	191.31-			
WCC/000391								
	1	3/26/19	3/22/19	CREDIT: RETURN 8W LAMPS 8 EA. FOR THE HAYSVILLE LIBRARY	109.12-	01	01-09-2048	1
				INVOICE TOTAL	109.12-			
WCC/011577								
	1	3/26/19	3/22/19	63W LED TOP POST LAMPS 18EA.	3,032.46	36	36-56-3036	1
				INVOICE TOTAL	3,032.46			
WCC/011585								
	1	3/26/19	3/21/19	8W VERTICAL LAMPS 8EA.-LIBRARY	109.12	01	01-09-2048	1
				INVOICE TOTAL	109.12			
WCC/011622								
	1	3/26/19	3/21/19	2" RISER/LOCKNUT/BUSHING SOCCER FIELDS - CONCESSIONS	31.52	36	36-56-3043	1
				INVOICE TOTAL	31.52			
WCC/011655								
	1	3/26/19	3/21/19	2X4" 50W LED PANEL 2EA. FOR CITY HALL	181.80	01	01-09-2009	1
				INVOICE TOTAL	181.80			
				VENDOR TOTAL	3,054.47			
SD598				1264 COMMERCIAL MECHANICAL INC				
	1	3/26/19	3/21/19	S/C 2/5 CITY HALL HTG. SYSTEM INSTALL TRANE SPLIT SYSTEM #8	5,954.00	01	01-09-2006	1
				INVOICE TOTAL	5,954.00			
				VENDOR TOTAL	5,954.00			
3/26/19 A				1283 CONCRETE WORKS INC				
	1	3/26/19	3/22/19	PROJECT: DOG PARK PAD/ENTRANCE	3,136.25	36	36-56-3044	1
	2			WITHHELD 25% (LEIN RELEASE)	784.07-	36	36-56-3044	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
INVOICE TOTAL					2,352.18			
3/26/19 A*	1	3/26/19	3/22/19	PROJECT: DOG PARK PAD/ENTRANCE	784.07	36	36-56-3043	2
INVOICE TOTAL					784.07			
VENDOR TOTAL					3,136.25			
1308 COOPER LAW OFFICES LLC								
3/26/19	1	3/26/19	3/21/19	PRO TEM JUDGE SVCS. 3/12/19	75.00	01	01-06-2037	1
INVOICE TOTAL					75.00			
VENDOR TOTAL					75.00			
1325 COX COMMUNICATIONS								
MAR 2019 PW	1	3/26/19	3/21/19	PW - CABLE/DATA SVC.	1.23	01	01-03-2002	1
	2			PW - CABLE/DATA SVC.	1.23	01	01-20-2002	1
	3			PW - CABLE/DATA SVC.	1.23	10	10-30-2002	1
	4			PW - CABLE/DATA SVC.	1.23	11	11-31-2002	1
	5			PW - CABLE/DATA SVC.	1.23	21	21-41-2002	1
INVOICE TOTAL					6.15			
MAR 2019 HAC	1	3/26/19	3/21/19	HAC - CABLE SVC.	82.03	99	99-66-3001	2
	2			HAC - DATA SVC.	129.63	30	30-50-2002	2
INVOICE TOTAL					211.66			
VENDOR TOTAL					217.81			
1372 CREATIVE PRODUCT SOURCING INC								
123140	1	3/26/19	3/21/19	6" DAREN BEANY LION 8EA.	39.60	28	28-48-2032	1
	2			SHIPPING/HANDLING	10.00	28	28-48-2032	1
INVOICE TOTAL					49.60			
VENDOR TOTAL					49.60			
1825 FASTENAL COMPANY								
KSWI256835	1	3/26/19	3/21/19	7/8-9 HX Z SS BOLTS 10EA.	6.38	10	10-30-2009	1
INVOICE TOTAL					6.38			
VENDOR TOTAL					6.38			
1950 FOLEY INDUSTRIES								
PS000156725	1	3/26/19	3/21/19	SPARK PLUG 1EA. - TRK #6	12.15	21	21-41-2006	1
INVOICE TOTAL					12.15			
VENDOR TOTAL					12.15			
2246 HAMPEL OIL								
91149684	1	3/26/19	3/21/19	UNLEADED FUEL 1400 GAL.	2,833.88	10	10-30-2009	1
	2			DIESEL FUEL 550 GAL.	722.06	10	10-00-2001	1
	3			DIESEL FUEL 550 GAL.	623.41	10	10-30-2009	1
INVOICE TOTAL					4,179.35			
91149897	1	3/26/19	3/21/19	MOBILE DTE 10 EXCEL,10 GAL.	172.12	01	01-03-2006	1
	2			MOBILE DTE 10 EXCEL,10 GAL.	172.12	01	01-03-2046	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

FOR THE TORO 4030 MOWER								
				INVOICE TOTAL	344.24			
				VENDOR TOTAL	4,523.59			
2270 DON HATTAN CHEVROLET INC								
356153	1	3/26/19	3/21/19	REPAIRS/RPLC SENSOR-2013 TAHOE	349.33	01	01-02-2035	1
				INVOICE TOTAL	349.33			
				VENDOR TOTAL	349.33			
2290 HAYSVILLE CHAMBER OF COMMERCE								
3292	1	3/26/19	3/21/19	MAYOR MEMBERSHIP	500.00	01	01-18-2012	1
	2			CHIEF ADMIN OFFICER MEMBERSHIP	50.00	01	01-18-2012	1
	3			ECO DEV MEMBERSHIP	50.00	01	01-18-2012	1
	4			PLANNING COMM MEMBERSHIP	50.00	01	01-18-2012	1
	5			CITY CLRK/TREASURER MEMBERSHIP	50.00	01	01-01-2064	1
	6			PW DIRECTOR MEMBERSHIP	25.00	10	10-30-2012	1
	7			PW DIRECTOR MEMBERSHIP	25.00	11	11-31-2012	1
	8			RECREATION DIRECTOR MEMBERSHIP	50.00	30	30-50-2012	1
	9			SR CNTR DIRECTOR MEMBERSHIP	50.00	01	01-12-2012	1
	10			CHIEF OF POLICE MEMBERSHIP	50.00	01	01-02-2012	1
				INVOICE TOTAL	900.00			
				VENDOR TOTAL	900.00			
2300 HAYSVILLE COMMUNITY LIBRARY								
MAR 2019	1	3/26/19	3/21/19	LIBRARY - AD-VALOREM DISTR.	6,474.09	25	25-45-2012	1
	2			LIBRARY - BACK TAX	1,201.98	25	25-45-2012	1
	3			LIBRARY - MOTOR VEHICLE	2,675.63	25	25-45-2012	1
	4			LIBRARY - REC. VEHICLE	36.45	25	25-45-2012	1
	5			LIBRARY - COMM VEHICLE TAX	125.47	25	25-45-2012	1
	6			LIBRARY - WATERCRAFT TAX	16.08	25	25-45-2012	1
				INVOICE TOTAL	10,529.70			
				VENDOR TOTAL	10,529.70			
2345 HAYSVILLE RENTAL CENTER								
57735	1	3/26/19	3/21/19	PURCHASE:PROPANE REFILL 3/4/19	14.50	10	10-30-2009	1
	2			PURCHASE:PROPANE REFILL 3/4/19	14.50	11	11-31-2009	1
				WELDING SUPPLIES				
	3			PURCHASE:PROPANE REFILL 3/4/19	14.50	21	21-41-2009	1
				WELDING SUPPLIES				
	4			PURCHASE:PROPANE REFILL 3/4/19	14.50	01	01-03-2009	1
				WELDING SUPPLIES				
				INVOICE TOTAL	58.00			
2345 HAYSVILLE RENTAL CENTER								
57776	1	3/26/19	3/21/19	PURCHASE:PROPANE REFILL 3/6/19	14.50	10	10-30-2009	1
	2			PURCHASE:PROPANE REFILL 3/6/19	14.50	11	11-31-2009	1
	3			PURCHASE:PROPANE REFILL 3/6/19	14.50	21	21-41-2009	1
	4			PURCHASE:PROPANE REFILL 3/6/19	14.50	01	01-03-2009	1
				INVOICE TOTAL	58.00			
				VENDOR TOTAL	116.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ

3/26/19	1	3/26/19	3/21/19	2370 HAYSVILLE USD 261 SOS DAY 01-11 DRIVER/MILEAGE	218.30	30	30-50-2094	1
				INVOICE TOTAL	218.30			
3/26/19*	1	3/26/19	3/21/19	DRIVER - MYLC:TOPEKA 1/16/19	397.27	28	28-48-2032	1
				INVOICE TOTAL	397.27			
				VENDOR TOTAL	615.57			
5914202773	1	3/26/19	3/21/19	2381 HEARTLAND COCA COLA MONTHLY BEVERAGE CONCESSIONS	22.08-	30	30-50-2031	1
				INVOICE TOTAL	22.08-			
5914202901	1	3/26/19	3/21/19	MONTHLY BEVERAGE CONCESSIONS	515.29	30	30-50-2031	1
				INVOICE TOTAL	515.29			
				VENDOR TOTAL	493.21			
FEB 2019	1	3/26/19	3/21/19	2500 HAC INC MONTHLY GROCERIES	12.57	01	01-03-2009	1
	2			MONTHLY GROCERIES	48.33	10	10-30-2012	1
	3			MONTHLY GROCERIES	14.84	01	01-18-2004	1
	4			MONTHLY GROCERIES	41.92	01	01-18-2012	1
	5			MONTHLY GROCERIES	49.09	30	30-50-2092	1
	6			MONTHLY GROCERIES	70.84	30	30-50-2094	1
				INVOICE TOTAL	237.59			
				VENDOR TOTAL	237.59			
139676	1	3/26/19	3/21/19	2586 HUTCHINSON SALT COMPANY 13.30 TONS ROAD SALT	438.90	21	21-41-2009	1
				INVOICE TOTAL	438.90			
				VENDOR TOTAL	438.90			
26781	1	3/26/19	3/21/19	2673 INSTANT TIRE SERVICE TIRE REPAIR/RPLC - TRK #6	1,631.40	21	21-41-2006	1
				INVOICE TOTAL	1,631.40			
				VENDOR TOTAL	1,631.40			
20972	1	3/26/19	3/21/19	2844 JOHN DEERE FINANCIAL MISC. FILTERS - PARK/STREET	64.66	01	01-03-2006	1
	2			MISC. FILTERS - PARK/STREET	64.66	21	21-41-2006	1
				INVOICE TOTAL	129.32			
23516	1	3/26/19	3/21/19	SWITCH 1EA. - 2032R MOWER	15.48	01	01-03-2006	1
				INVOICE TOTAL	15.48			
				VENDOR TOTAL	144.80			
0483699-IN	1	3/26/19	3/21/19	3050 KANSAS FIRE EQUIPMENT CO INC EXTINGUISHER 4EA. (ADMIN.)	23.00	01	01-09-2009	1
	2			FIRE EXT. CHK. & SVC.	4.75	01	01-09-2009	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	3			SERVICE CALL	25.00	01	01-09-2009	1
				INVOICE TOTAL	52.75			
0483700-IN	1	3/26/19	3/21/19	EXTINGUISHER 4EA. (COMM BLDG)	19.00	01	01-09-2009	1
				INVOICE TOTAL	19.00			
0483701-IN	1	3/26/19	3/21/19	EXTINGUISHER 8EA. (LIBRARY)	55.00	01	01-09-2048	1
	2			SIX YEAR TEST	6.00	01	01-09-2048	1
				INVOICE TOTAL	61.00			
0483702-IN	1	3/26/19	3/21/19	EXTINGUISHER 1EA. (POOL)	4.75	12	12-32-2006	1
	2			SIX YEAR TEST	16.75	12	12-32-2006	1
				INVOICE TOTAL	21.50			
0483703-IN	1	3/26/19	3/21/19	EXTINGUISHER 2EA. (SR CNTR)	15.00	01	01-12-2006	1
				INVOICE TOTAL	15.00			
0483704-IN	1	3/26/19	3/21/19	EXTINGUISHER 7EA. (HAC)	33.25	30	30-50-2006	1
				INVOICE TOTAL	33.25			
0483705-IN	1	3/26/19	3/21/19	EXTINGUISHERS (PUBLIC WORKS)	196.66	10	10-30-2006	1
	2			EXTINGUISHERS (PUBLIC WORKS)	196.67	11	11-31-2006	1
	3			EXTINGUISHERS (PUBLIC WORKS)	196.67	21	21-41-2006	1
				INVOICE TOTAL	590.00			
0483706-IN	1	3/26/19	3/21/19	EXTINGUISHER 1EA. (VICKERS)	21.00	01	01-09-2006	1
				INVOICE TOTAL	21.00			
0483707-IN	1	3/26/19	3/21/19	EXTINGUISHERS 3EA. - (HISTORIC)	16.25	01	01-09-2079	1
				INVOICE TOTAL	16.25			
0484155-IN	1	3/26/19	3/21/19	EXTINGUISHERS 10EA. (POLICE)	293.75	01	01-02-2006	1
				INVOICE TOTAL	293.75			
				VENDOR TOTAL	1,123.50			
2019 FEES				3072 KDHE BUREAU OF ENVIRONMENTAL				
	1	3/26/19	3/21/19	TANK REGISTRATON - TANK U001	10.00	10	10-30-2040	1
	2			TANK REGISTRATON - TANK U002	10.00	11	11-31-2040	1
				INVOICE TOTAL	20.00			
				VENDOR TOTAL	20.00			
3/26/19				3082 KDHE -				
	1	3/26/19	3/21/19	RUTH CLARK SAP BKGRND CHECKS. 9 EMPLOYEE X \$48.00 EACH 2018 ENCUMBRANCE	432.00	30	30-00-2001	1
				INVOICE TOTAL	432.00			
				VENDOR TOTAL	432.00			
183917				3248 KANSASLAND TIRE				
	1	3/26/19	3/21/19	P245/55R18 TIRES 2EA. - CAR #02	271.44	01	01-02-2035	1
				INVOICE TOTAL	271.44			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					271.44			
3440 KEY EQUIPMENT & SUPPLY CO								
255973	1	3/26/19	3/21/19	TOW BAR BUSHING 2EA-ELGIN SWPR	20.34	21	21-41-2006	1
	2			FREIGHT CHARGE	8.40	21	21-41-2006	1
INVOICE TOTAL					28.74			
3441 KENWORTH								
1-290740150	1	3/26/19	3/21/19	ELBOW/CLAMP - TRK #06	74.04	21	21-41-2006	1
INVOICE TOTAL					74.04			
VENDOR TOTAL					74.04			
3500 KONICA MINOLTA BUSINESS								
257266764	1	3/26/19	3/21/19	C458 - POLICE DEPT. - BLK/WHT	51.71	01	01-02-2040	1
	2			C458 - POLICE DEPT. - COLOR	128.95	01	01-02-2040	1
INVOICE TOTAL					180.66			
257267019	1	3/26/19	3/21/19	C458 - PUBLIC WORKS - BLK/WHT	12.08	01	01-20-2004	1
	2			C458 - PUBLIC WORKS - COLOR	9.10	01	01-20-2004	1
INVOICE TOTAL					21.18			
257267022	1	3/26/19	3/21/19	C458 - HAC - BLK/WHT	35.99	99	99-66-3003	1
	2			C458 - HAC - COLOR	43.60	99	99-66-3003	1
INVOICE TOTAL					79.59			
257267111	1	3/26/19	3/21/19	C458 - CITY HALL(2) - BLK/WHT	8.50	01	01-10-2040	1
	2			C458 - CITY HALL(2) - COLOR	77.80	01	01-10-2040	1
INVOICE TOTAL					86.30			
257267114	1	3/26/19	3/21/19	C458 - CITY HALL - BLK/WHT	52.84	01	01-10-2040	1
	2			C458 - CITY HALL - COLOR	54.65	01	01-10-2040	1
INVOICE TOTAL					107.49			
257457698	1	3/26/19	3/21/19	C360 - SR. CNTR. - BLK/WHT	11.59	01	01-12-2004	1
	2			C360 - SR. CNTR. - COLOR	201.19	01	01-12-2004	1
INVOICE TOTAL					212.78			
VENDOR TOTAL					688.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ

917265004	1	3/26/19	3/21/19	3512 KRIZ-DAVIS COMPANY 14T8 LED LIGHTS 25EA. - HAC	198.25	99	99-66-3008	1
				INVOICE TOTAL	198.25			
				VENDOR TOTAL	198.25			
1190215258	1	3/26/19	3/21/19	3568 KWLS RADIO, LLC. RADIO ADVERT.- HOME SHOW 2019	98.00	92	92-66-3001	1
				INVOICE TOTAL	98.00			
				VENDOR TOTAL	98.00			
MAR 2019	1	3/26/19	3/21/19	3612 LAUTZ LAW, LLC PUBLIC DEFENDER MONTHLY SVCS.	1,000.00	01	01-06-2037	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			
260855	1	3/26/19	3/21/19	3860 MAXIMUM OUTDOOR EQUIPMENT REPAIR PARTS - PARK EDGER	24.17	01	01-03-2006	1
				INVOICE TOTAL	24.17			
				VENDOR TOTAL	24.17			
FEB 2019	1	3/26/19	3/22/19	3945 ZACH McHATTON CELL PHONE REIMBURSEMENT	35.00	01	01-18-2002	1
	2			129 X \$0.57/MILE REIMBURSEMENT	73.53	01	01-18-2015	1
				INVOICE TOTAL	108.53			
				VENDOR TOTAL	108.53			
385929	1	3/26/19	3/21/19	4348 NEW MEDICAL HEALTH CARE, LLC J. CIELO PCP	125.00	11	11-31-2012	1
				INVOICE TOTAL	125.00			
385987	1	3/26/19	3/21/19	A. KIRCHERT UDS, BAT, PCP	172.50	10	10-30-2012	1
				INVOICE TOTAL	172.50			
385992	1	3/26/19	3/21/19	J. CIELO UDS, BAT	47.50	11	11-31-2012	1
				INVOICE TOTAL	47.50			
386185	1	3/26/19	3/21/19	A. KIRCHERT NMHC PHYSICAL	70.00	10	10-30-2012	1
				INVOICE TOTAL	70.00			
386186	1	3/26/19	3/21/19	J. CIELO NMHC PHYSICAL	70.00	11	11-31-2012	1
				INVOICE TOTAL	70.00			
				VENDOR TOTAL	485.00			
1301898727	1	3/26/19	3/21/19	4351 NEWEGG BUSINESS, INC. AOC 19.5" MONITOR (FRONT CNTR)	79.99	01	01-01-2080	1
	2			EPSON POS RCPT. PRINTER	129.00	01	01-01-2080	1
	3			6FT. HDMI CABLE	3.99	01	01-01-2080	1
				INVOICE TOTAL	212.98			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
1301900753	1	3/26/19	3/21/19	DELL OPTIPLEX (3050) FRNT CNTR CITY CLERK - FRONT COUNTER	479.99	01	01-01-2080	1
				INVOICE TOTAL	479.99			
1301923306	1	3/26/19	3/22/19	MINI ADAPTER 1EA.- SURFACE PRO	9.93	01	01-18-2004	1
				INVOICE TOTAL	9.93			
1301942725	1	3/26/19	3/22/19	SPORT GIGABIT SWITCH-FRNT CNTR CITY CLERK-FRNT CNTR COMPUTER	15.99	01	01-21-2042	1
				INVOICE TOTAL	15.99			
				VENDOR TOTAL	718.89			
				4370 OFFICE DEPOT				
288557158001	1	3/26/19	3/22/19	MISC. OFFICE SUPPLIES	30.79	01	01-01-2004	1
	2			MISC. OFFICE SUPPLIES	191.21	01	01-10-2077	1
	3			MISC. OFFICE SUPPLIES	6.81	01	01-12-2004	1
	4			MISC. OFFICE SUPPLIES	8.55	10	10-30-2004	1
	5			MISC. OFFICE SUPPLIES	8.56	11	11-31-2004	1
				INVOICE TOTAL	245.92			
288564557001	1	3/26/19	3/22/19	FILE FLDRS,LTR/RUBBER BANDS 1#	15.01	01	01-10-2077	1
				INVOICE TOTAL	15.01			
				VENDOR TOTAL	260.93			
				4396 O'REILLY AUTOMOTIVE INC				
48-14-287387	1	3/26/19	3/21/19	1QT MOTOR OIL 2EA. - AIR COMPR.	22.47	10	10-30-2006	1
				INVOICE TOTAL	22.47			
4814-286064	1	3/26/19	3/21/19	COUPLER 12EA. - PW SHOP	21.90	10	10-30-2009	1
	2			COUPLER 12EA. - PW SHOP	21.90	11	11-31-2009	1
	3			COUPLER 12EA. - PW SHOP	21.90	21	21-41-2009	1
	4			COUPLER 12EA. - PW SHOP	21.90	01	01-03-2009	1
				INVOICE TOTAL	87.60			
4814-286108	1	3/26/19	3/21/19	WHEEL SEAL - TRK #41	10.49	01	01-03-2006	1
				INVOICE TOTAL	10.49			
4814-286308	1	3/26/19	3/21/19	BATTERY/CORE CHARGE - TRK #26	247.36	21	21-41-2006	1
				INVOICE TOTAL	247.36			
4814-286356	1	3/26/19	3/21/19	CREDIT:BATTERY CORE RETURN FOR TRK #26 - STREET DEPT.	36.00-	21	21-41-2009	1
				INVOICE TOTAL	36.00-			
4814-286400	1	3/26/19	3/21/19	BRK CLNR/ABSORB/DEF/OIL - SHOP	55.07	10	10-30-2009	1
	2			BRK CLNR/ABSORB/DEF/OIL - SHOP PW SHOP STOCK	55.07	11	11-31-2009	1
	3			BRK CLNR/ABSORB/DEF/OIL - SHOP PW SHOP STOCK	55.07	21	21-41-2009	1
	4			BRK CLNR/ABSORB/DEF/OIL - SHOP PW SHOP STOCK	55.08	01	01-03-2009	1
				INVOICE TOTAL	220.29			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4814-287316	1	3/26/19	3/21/19	SPRAY PAINT 2EA. - POLICE DEPT	10.58	01	01-02-2035	1
				INVOICE TOTAL	10.58			
4814-287901	1	3/26/19	3/21/19	2 PK KEYLESS - POLICE DEPT.	6.99	01	01-02-2035	1
				INVOICE TOTAL	6.99			
				VENDOR TOTAL	569.78			
				4520 PETTY CASH				
3/26/19	1	3/26/19	3/22/19	REIMBURSE FUND	20.00	01	01-00-5005	1
	2			REIMBURSE FUND	185.00	01	01-00-5016	1
	3			REIMBURSE FUND	100.00	01	01-00-5059	1
	4			REIMBURSE FUND	77.19	01	01-02-2010	1
	5			REIMBURSE FUND	70.00	01	01-18-2012	1
	6			REIMBURSE FUND	58.26	11	11-00-5012	1
	7			REIMBURSE FUND	62.11	24	24-44-2012	1
	8			REIMBURSE FUND	75.00	30	30-00-5077	1
	9			REIMBURSE FUND	250.00	30	30-00-5078	1
	10			REIMBURSE FUND	20.00	30	30-00-6004	1
	11			REIMBURSE FUND	50.00	30	30-50-2092	1
				INVOICE TOTAL	967.56			
				VENDOR TOTAL	967.56			
				4540 PHILLIPS 66 - CONOCO-76				
FEB 2019	1	3/26/19	3/21/19	MONTHLY FUEL PURCHASES	16.01	01	01-02-2010	1
				INVOICE TOTAL	16.01			
				VENDOR TOTAL	16.01			
				4662 POWERPLAN				
1114302	1	3/26/19	3/21/19	MISC FILTERS/SEAL-200 TRACKHOE	138.39	10	10-30-2006	1
	2			MISC FILTERS/SEAL-200 TRACKHOE	138.40	11	11-31-2006	1
	3			MISC FILTERS/SEAL-200 TRACKHOE	138.40	21	21-41-2006	1
				INVOICE TOTAL	415.19			
				VENDOR TOTAL	415.19			
				4692 PREMIER PYROTECHNICS, INC				
ORD. 0015017	1	3/26/19	3/22/19	2019 JULY 4TH FIREWORK DISPLAY	8,500.00	51	51-66-3005	1
				INVOICE TOTAL	8,500.00			
				VENDOR TOTAL	8,500.00			
				4772 PROFESSIONAL TURF PRODUCTS, LP				
1445234-00	1	3/26/19	3/21/19	MISC. REPAIR PARTS - TORO 5500	348.42	01	01-03-2006	1
	2			SHIPPING/HANDLING	26.52	01	01-03-2006	1
				INVOICE TOTAL	374.94			
				VENDOR TOTAL	374.94			
				4780 PRO-KEM SUPPLIES INC				
12747	1	3/26/19	3/21/19	PULSE SVC. - PD 5EA.	42.50	01	01-02-2004	1
	2			PULSE SVC. - CITY BLDG. 5EA.	42.50	01	01-09-2012	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	3			PULSE SVC. - SR. CNTR. 2EA. INVOICE TOTAL	17.00 102.00	01	01-12-2025	1
				VENDOR TOTAL	102.00			
5608073	1	3/26/19	3/21/19	4860 QUILL CORPORATION MISC. OFFICE SUPPLIES (PD) INVOICE TOTAL	203.93 203.93	01	01-02-2004	1
				VENDOR TOTAL	203.93			
0125786-IN	1	3/26/19	3/21/19	5173 S & S EQUIPMENT COMPANY INC S/C 2/28 COMPRESSOR-SLDG PUMP INVOICE TOTAL	204.71 204.71	10	10-30-2008	1
				VENDOR TOTAL	204.71			
FEB 2019	1	3/26/19	3/21/19	5326 SEDGWICK COUNTY ANIMAL CONTROL - PICK UPS INVOICE TOTAL	29.00 29.00	01	01-00-2001	1
				VENDOR TOTAL	29.00			
FEB 2019 - EAST	1	3/26/19	3/21/19	5330 SEDGWICK COUNTY ELECTRIC COOP ELECTRIC USE @ EAST WATER WELL INVOICE TOTAL	687.91 687.91	11	11-31-2003	1
				VENDOR TOTAL	687.91			
23995	1	3/26/19	3/21/19	5441 SIGNATURE PEST CONTROL PEST CONTROL - 523 SARAH LN. INVOICE TOTAL	75.00 75.00	30	30-50-2025	1
				VENDOR TOTAL	75.00			
MAR 2019	1	3/26/19	3/22/19	5445 BRADY SIMMONS REIMBURSE CELL PHONE USE ON CALL PERSONNEL INVOICE TOTAL	35.00 35.00	01	01-02-2040	1
				VENDOR TOTAL	35.00			
1397	1	3/26/19	3/21/19	5769 SUPERIOR EMERGENCY RESPONSE INSTALL VEHICLE EMERG. EQUIP. INSTALL WATCHGUARD CAMERA SYS. UNIT #1, #3, & #6 INVOICE TOTAL	975.00 975.00	01	01-02-2035	1
				VENDOR TOTAL	975.00			
325-771147	1	3/26/19	3/22/19	5917 TIRE DEALERS WAREHOUSE P245/55R18 TIRES 4EA. - PD. INVOICE TOTAL	596.00 596.00	01	01-02-2035	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					596.00			
5939 TRAVELERS COMMERCIAL LINES								
2419LA222	1	3/26/19	3/21/19	NOTARY BOND - K. KOSTECKI	50.00	01	01-01-2004	1
INVOICE TOTAL					50.00			
4065B6223								
4065B6223	1	3/26/19	3/21/19	NOTARY BOND - J. CHILCOTE	50.00	01	01-06-2004	1
INVOICE TOTAL					50.00			
VENDOR TOTAL					100.00			
5952 TRITECH FORENSICS								
170007	1	3/26/19	3/21/19	MED. GLOVES 100/BX 8EA.	63.92	01	01-02-2047	1
	2			LRG. GLOVES 100/BX 4EA.	31.96	01	01-02-2047	1
	3			X-LG. GLOVES 100/BX 4EA,	31.96	01	01-02-2047	1
	4			PAPER EVIDENCE BAGS 12" 200EA.	60.00	01	01-02-2047	1
	5			PAPER EVIDENCE BAGS 7" 200EA.	39.00	01	01-02-2047	1
	6			GUN BOX 25/CS. 1 CS.	32.00	01	01-02-2047	1
	7			FREIGHT CHARGE	39.00	01	01-02-2047	1
INVOICE TOTAL					297.84			
VENDOR TOTAL					297.84			
6030 UNITED STATES POSTAL SERVICE								
MAR 2019	1	3/26/19	3/21/19	PAYMENT ON PERMIT #1	410.00	10	10-30-2011	1
	2			PAYMENT ON PERMIT #1	770.00	11	11-31-2011	1
INVOICE TOTAL					1,180.00			
VENDOR TOTAL					1,180.00			
6095 USA BLUE BOOK								
839818	1	3/26/19	3/21/19	NITRILE GLOVES/SAMPLE BOTTLE	427.00	10	10-30-2009	1
	2			FREIGHT CHARGE	74.52	10	10-30-2009	1
INVOICE TOTAL					501.52			
VENDOR TOTAL					501.52			
6265 VOHNE LICHE KENNELS, INC.								
15543	1	3/26/19	3/21/19	K9-MALE MALINOIS (RENS 18-360)	9,000.00	24	24-44-2012	1
INVOICE TOTAL					9,000.00			
VENDOR TOTAL					9,000.00			
6630 WICHITA WINWATER WORKS								
233851 00	1	3/26/19	3/21/19	6&12" COUPLINGS 1EA.- MAGMETER	297.58	10	10-30-2006	1
INVOICE TOTAL					297.58			
233869 01	1	3/26/19	3/21/19	1X3/4" ADAPTER 7EA.	49.91	11	11-31-2009	1
INVOICE TOTAL					49.91			
233870 00	1	3/26/19	3/21/19	5/8X3/4" METER SETTERS 12EA.	1,290.00	11	11-31-2009	1
INVOICE TOTAL					1,290.00			
VENDOR TOTAL					1,637.49			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

3/26/19	1	3/26/19	3/21/19	6687 WILLIAM MORRIS ASSOCIATES ARCHITECTURAL DESIGN SVCS. PRODUCTION PHASE - HIST CHAPEL	7,650.00	36	36-00-2001	1
	2			ARCHITECTURAL DESIGN SVCS.	81.28	36	36-56-3045	1
				INVOICE TOTAL	7,731.28			
				VENDOR TOTAL	7,731.28			
MAR 2019	1	3/26/19	3/21/19	6701 JOY WILLIAMS PROSECUTING SERVICES	1,000.00	01	01-06-1100	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			
MAR 2019	1	3/26/19	3/22/19	6731 GREGORY WRIGHT REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	01	01-02-2040	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				INTRUST TOTAL	89,526.98			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	89,526.98			
				GRAND TOTALS	89,526.98			

CK #	DATE	PAYEE	DESCRIPTION	DEPARTMENT	AMOUNT
46612	3/14/2019	Haysville Pride	Bierocks for HHS Leadership Class	Gen Govt - Misc	70.00
46613	3/14/2019	Dee Anna Claytor	Refund Youth Soccer Fees - Rcpt #87876	Recreation Revenue - Programs	70.00
46614	3/14/2019	Kelly Williams	Refund Latchkey Fees - Rcpt #87926	Recreation Revenue - Latchkey	20.00
46615	3/14/2019	Kaitlynn Snell	Partial Refund Deposit on Comm. Bldg. Rental - Rcpt #104332	General Revenue - Bldg. Rentals	35.00
46616	3/14/2019	Tasha Newingham	Refund Deposit on Comm Bldg Rental - Rcpt #104344	General Revenue - Bldg. Rentals	50.00
46617	3/14/2019	Lucretia Ott	Refund Deposit on Comm Bldg Rental - Rcpt #104574	General Revenue - Bldg. Rentals	50.00
46618	3/14/2019	Susan Blaine	Refund Dog License Fee - Rcpt #104635	General - Animal Licenses	10.00
46619	3/14/2019	Lori Davis	Refund Dog License Fee - Rcpt #104635	General - Animal Licenses	10.00
46620	3/18/2019	Kelsey Clem	Refund Deposit on HAC Rental - Rcpt #87453	Recreation Revenue - Misc.	50.00
46621	3/18/2019	Shanna Hacker	Refund Deposit on HAC Rental - Rcpt #87798	Recreation Revenue - Misc.	50.00
46622	3/18/2019	Dontra Matthews	Refund Deposit on HAC Rental - Rcpt #87826	Recreation Revenue - Misc.	50.00
46623	3/18/2019	Angel Gaynor	Photography Services for Nerf Wars	Recreation - Programs	50.00
46624	3/19/2019	Carrie Jacobs	Refund Deposit on Comm Bldg Rental - Rcpt #104579	General Revenue - Bldg. Rentals	50.00
46625	3/20/2019	Kyle Drinnen	Refund St. Patty's Day Dog Walk - Rcpt #88048	Recreation - Programs	5.00
46626	3/20/2019	Randy Nowak	Travel Reimbursement	Law Enf. Expense - Misc. Police Expense - Gas and Oil	62.11 77.19
46627	3/21/2019	City of Haysville	Voided Petty Cash Checks Dated 1/26/16 - 12/19/16	General Revenue - Misc. Water Revenue - Misc. Recreation Revenue - Misc. Historic Revenue - Misc.	187.50 21.39 188.00 7.50
Varoius	2016	Voided Checks	Uncashed Petty Cash Checks Dated 1/26/19 - 12/19/16	General Revenue - Misc. Water Revenue - Misc. Recreation Revenue - Misc. Historic Revenue - Misc.	-187.50 -21.39 -188.00 -7.50
46628	3/21/2019	David Kahmann	Court Ordered Restitution - Case # 2015/4773	General Revenue - Restitution	100.00
46629	3/21/2019	Douglas Cannon	Refund of Overpayment on Final Bill	Water Revenue - Misc.	58.26
46630	3/21/2019	Rachael Ervin	Refund Deposit on HAC Rental - Rcpt #87940	Recreation Revenue - Misc.	50.00
46631	3/21/2019	Jerry Hilton	Refund Deposit on HAC Rental - Rcpt #88464	Recreation Revenue - Misc.	50.00
				TOTAL CHECKS WRITTEN	\$ 967.56

VENDOR NO NAME	PAYMENT AMT
2724 INSITUFORM TECHNOLOGIES	153,065.36
6234 VERIZON WIRELESS	188.01
10145 MCCULLOUGH, ANGELA	120.00
REPORT TOTAL	<u>153,373.37</u>

FUND	NAME	TOTAL
10	SEWER FUND	153,128.03
11	WATER FUND	62.67
21	STREET FUN	62.67
30	RECREATION	120.00
	TOTAL	<u>153,373.37</u>

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

INTRUST								
2724 INSITUFORM TECHNOLOGIES USA								
3/14/19	1	3/14/19	3/13/19	8" CIPP SEWER REHAB PROJ 2018	154,061.36	10	10-00-2001	1
	2			CREDIT: CHANGE ORDER #01	996.00-	10	10-00-2001	1
				INVOICE TOTAL	153,065.36			
				VENDOR TOTAL	153,065.36			
6234 VERIZON WIRELESS								
MAR 2019*	1	3/14/19	3/13/19	PUBLIC WORKS DATA PLAN	62.67	10	10-30-2002	1
	2			PUBLIC WORKS DATA PLAN	62.67	11	11-31-2002	1
	3			PUBLIC WORKS DATA PLAN	62.67	21	21-41-2002	1
				INVOICE TOTAL	188.01			
				VENDOR TOTAL	188.01			
10145 ANGELA MCCULLOUGH								
3/14/19 A	1	3/14/19	3/13/19	FITNESS BOOTCAMP INSTRUCT. 8HR	120.00	30	30-50-1250	1
				INVOICE TOTAL	120.00			
				VENDOR TOTAL	120.00			
				INTRUST TOTAL	153,373.37			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	153,373.37			
				GRAND TOTALS	153,373.37			

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

		996 CAPITAL ONE BANK N A				
FEB 2019	03/14/2019					
1		PAYPAL - ONLINE UTILITY BILL.	19.22	10-30-2040	SEWER CONTRACTUAL E-PAYMENT 99869906 3/14/20	10
2		PAYPAL - ONLINE UTILITY BILL.	19.23	11-31-2040	WATER CONTRACTUAL E-PAYMENT 99869906 3/14/20	11
3		OFFICE DEPOT - OFFICE CHAIR	99.99	01-10-2077	SP FUNDS SHARED OFFICE EXPE E-PAYMENT 99869906 3/14/20	01
4		OFFICE MAX - OFFICE CHAIR	216.99	01-21-2004	INFORMATION SYS OFFICE EXPE E-PAYMENT 99869906 3/14/20	01
5		VIMEO PLUS - ON DEMAND VIDEO	59.95	01-21-2012	INFORMATION SYS MISCELLANEO E-PAYMENT 99869906 3/14/20	01
6		DIAMOND TRAFFIC - CNTR TUBING	241.97	01-04-2012	PL COMM MISCELLANEOUS E-PAYMENT 99869906 3/14/20	01
7		CREDIT: WALMART - CRAFT SUPPLY	5.47-	30-50-2094	RECREATION DEPT LATCHKEY PR E-PAYMENT 99869906 3/14/20	30
8		WALMART.COM - CRAFT SUPPLIES	16.27	30-50-2094	RECREATION DEPT LATCHKEY PR E-PAYMENT 99869906 3/14/20	30
9		WALMART.COM - CRAFT SUPPLIES	56.90	30-50-2094	RECREATION DEPT LATCHKEY PR E-PAYMENT 99869906 3/14/20	30
10		POWER SYS.- VERSA TUBES (POOL)	127.40	30-50-2092	RECREATION DEPT PROGRAMS E-PAYMENT 99869906 3/14/20	30
11		ESET - ANTI-VIRUS RENEWAL	269.90	30-50-2004	RECREATION DEPT OFFICE EXPE E-PAYMENT 99869906 3/14/20	30
12		IDRIVE.COM - ONLINE BACKUP	69.50	30-50-2004	RECREATION DEPT OFFICE EXPE E-PAYMENT 99869906 3/14/20	30
13		LA PASADITA - GIFT CARD (UW) UNITED WAY RAFFLE BASKET	15.00	01-10-2054	SP FUNDS SPECIAL EVENTS E-PAYMENT 99869906 3/14/20	01
14		BEST BUY - CLAMP JAW (GO PRO)	53.74	01-18-2012	GEN GOVT MISCELLANEOUS E-PAYMENT 99869906 3/14/20	01
15		OFFICE DEPOT - 2 OFFICE STOOLS FOR WABA HOME SHOW 2019 USE	214.98	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99869906 3/14/20	92
16		IDRIVE.COM - ONLINE BACKUP OVERAGE CHARGE (BACK-UP SVC)	12.29	01-02-2040	POLICE CONTRACTUAL E-PAYMENT 99869906 3/14/20	01
17		CONTINUING ED.- SEMINAR REGIST TRANSPORTATION SAFETY CONF.4/1 OFFICERS: G. GERMANY & J. MARR	160.00	01-02-2015	POLICE TRAINING/EDUC/TRAVEL E-PAYMENT 99869906 3/14/20	01
18		MOBILECOMM - CELL PH. REPAIR	60.00	01-02-2006	POLICE EQUIPMENT MAINTENANC E-PAYMENT 99869906 3/14/20	01
19		SHIRTS + - JACKET EMBROIDERY	23.64	01-01-2012	CITY CLERK MISCELLANEOUS E-PAYMENT 99869906 3/14/20	01
20		AMAZON - LAPTOP BATTERY BACKUP FOR Z. MCHATTONS LAPTOP	23.87	01-21-2042	INFORMATION SYS REPAIR/REPL E-PAYMENT 99869906 3/14/20	01

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

		996 CAPITAL ONE BANK N A				
FEB 2019	03/14/2019					
21		ENTERPRISE RENT-A-CAR	656.81	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99869906 3/14/20	24
22		QT - FUEL	99.59	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99869906 3/14/20	24
23		CENEX - FUEL	28.00	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99869906 3/14/20	24
24		OTC - MISC. SUPPLIES	104.94	30-50-2094	RECREATION DEPT LATCHKEY PR E-PAYMENT 99869906 3/14/20	30
25		OTC - MISC. SUPPLIES	721.41	30-50-2092	RECREATION DEPT PROGRAMS E-PAYMENT 99869906 3/14/20	30
26		OTC - VALENTINES DAY CRAFTS	135.29	30-50-2092	RECREATION DEPT PROGRAMS E-PAYMENT 99869906 3/14/20	30
27		MARCO'S PIZZA - PIZZA	56.53	30-50-2092	RECREATION DEPT PROGRAMS E-PAYMENT 99869906 3/14/20	30
28		DOLLAR GENERAL - BAKING SUPPLY	10.00	30-50-2092	RECREATION DEPT PROGRAMS E-PAYMENT 99869906 3/14/20	30
29		WALMART - COMPUTER SUPPLIES	27.85	10-30-2012	SEWER MISCELLANEOUS E-PAYMENT 99869906 3/14/20	10
30		WALMART - PULLOVERS (UNIF.)	19.92	10-30-2016	SEWER UNIFORMS E-PAYMENT 99869906 3/14/20	10
31		KMU - WASTEWATER OPER. WANTED SEWER DEPT. - HELP WANTED AD	25.00	10-30-2012	SEWER MISCELLANEOUS E-PAYMENT 99869906 3/14/20	10
32		AMAZON - THERMAL PAPER	29.95	30-50-2004	RECREATION DEPT OFFICE EXPE E-PAYMENT 99869906 3/14/20	30
33		AMAZON PRIME - VIDEO ON DEMAND	3.99	30-50-2092	RECREATION DEPT PROGRAMS E-PAYMENT 99869906 3/14/20	30
34		KS.GOV - KDA CONCESSION LICs.	220.00	12-32-2031	MUNICIPAL POOL CONCESSIONS E-PAYMENT 99869906 3/14/20	12
35		KS.GOV - KDA CONCESSION LICs.	220.00	30-50-2046	RECREATION DEPT P-C SPORTS E-PAYMENT 99869906 3/14/20	30
36		1000BULBS - CHRISTMAS DECOR.	567.96	01-09-2012	BLDG & GROUNDS MISCELLANEOU E-PAYMENT 99869906 3/14/20	01
37		SALT-AWAY PRODUCTS - SALT SPRD	211.00	21-41-2009	STREET MATERIALS E-PAYMENT 99869906 3/14/20	21
38		IAEI - MEMBERSHIP RENEWAL C. BETTLES (INSP.) 3YR RENEWAL	336.00	01-20-2015	INSPECTION TRAINING/EDUC/TR E-PAYMENT 99869906 3/14/20	01
39		T-MOBILE - GPS UNIT	20.00	10-30-2012	SEWER MISCELLANEOUS E-PAYMENT 99869906 3/14/20	10
40		LA PASADITA - ECO DEV LUNCHEON	21.83	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99869906 3/14/20	92
41		WABA - HOME SHOW 2019 TICKETS	200.00	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99869906 3/14/20	92
42		CENTURY II - HOME SHOW BOOTH ELECTRICITY, WI-FI, BANNER FEE	212.85	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99869906 3/14/20	92

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

		996 CAPITAL ONE BANK N A				
FEB 2019	03/14/2019					
43		AMAZON - BLUE/GREY FLR TILES FOR THE WABA HOME SHOW 2019	184.13	92-66-3001	TR GUEST TAX EXPENSE	92
					E-PAYMENT 99869906 3/14/20	
44		WESTSIDE BBQ - WABA HOME SHOW	35.00	92-66-3001	TR GUEST TAX EXPENSE	92
					E-PAYMENT 99869906 3/14/20	
45		LA PASADITA - ECO DEV LUNCHEON	20.20	92-66-3001	TR GUEST TAX EXPENSE	92
					E-PAYMENT 99869906 3/14/20	
46		MARCO'S PIZZA - PIZZA	18.44	92-66-3001	TR GUEST TAX EXPENSE	92
					E-PAYMENT 99869906 3/14/20	
47		THE ANCHOR - ECO DEV LUNCHEON	34.49	92-66-3001	TR GUEST TAX EXPENSE	92
					E-PAYMENT 99869906 3/14/20	
48		JIMMY'S EGG - ECO DEV LUNCHEON	25.92	92-66-3001	TR GUEST TAX EXPENSE	92
					E-PAYMENT 99869906 3/14/20	
		INVOICE TOTAL	6,002.47			
		VENDOR TOTAL	6,002.47			
		GRAND TOTAL	6,002.47			
		E-PAYMENTS	6,002.47			

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-0010	GENERAL CASH BALANCE	.00	1,871.40	1,871.40-
01-01-2012	CITY CLERK MISCELLANEOUS	23.64	.00	23.64
01-02-2006	POLICE EQUIPMENT MAINTENANCE	60.00	.00	60.00
01-02-2015	POLICE TRAINING/EDUC/TRAVEL	160.00	.00	160.00
01-02-2040	POLICE CONTRACTUAL	12.29	.00	12.29
01-04-2012	PL COMM MISCELLANEOUS	241.97	.00	241.97
01-09-2012	BLDG & GROUNDS MISCELLANEOUS	567.96	.00	567.96
01-10-2054	SP FUNDS SPECIAL EVENTS	15.00	.00	15.00
01-10-2077	SP FUNDS SHARED OFFICE EXPENSE	99.99	.00	99.99
01-18-2012	GEN GOVT MISCELLANEOUS	53.74	.00	53.74
01-20-2015	INSPECTION TRAINING/EDUC/TRAV	336.00	.00	336.00
01-21-2004	INFORMATION SYS OFFICE EXPENSE	216.99	.00	216.99
01-21-2012	INFORMATION SYS MISCELLANEOUS	59.95	.00	59.95
01-21-2042	INFORMATION SYS REPAIR/REPLACE	23.87	.00	23.87
10-00-0010	SEWER CASH BALANCE	.00	111.99	111.99-
10-30-2012	SEWER MISCELLANEOUS	72.85	.00	72.85
10-30-2016	SEWER UNIFORMS	19.92	.00	19.92
10-30-2040	SEWER CONTRACTUAL	19.22	.00	19.22
11-00-0010	WATER CASH BALANCE	.00	19.23	19.23-
11-31-2040	WATER CONTRACTUAL	19.23	.00	19.23
12-00-0010	MUNICIPAL POOL CASH BALANCE	.00	220.00	220.00-
12-32-2031	MUNICIPAL POOL CONCESSIONS	220.00	.00	220.00
21-00-0010	STREET CASH BALANCE	.00	211.00	211.00-
21-41-2009	STREET MATERIALS	211.00	.00	211.00
24-00-0010	LAW ENFORCEMENT CASH BALANCE	.00	784.40	784.40-
24-44-2012	LAW ENF MISCELLANEOUS	784.40	.00	784.40
30-00-0010	RECREATION DEPARTMENT CASH	5.47	1,822.08	1,816.61-
30-50-2004	RECREATION DEPT OFFICE EXPENSE	369.35	.00	369.35
30-50-2046	RECREATION DEPT P-C SPORTS COM	220.00	.00	220.00
30-50-2092	RECREATION DEPT PROGRAMS	1,054.62	.00	1,054.62
30-50-2094	RECREATION DEPT LATCHKEY PROG	178.11	5.47	172.64
92-00-0010	TR GUEST TAX CASH	.00	967.84	967.84-
92-66-3001	TR GUEST TAX EXPENSE	967.84	.00	967.84

TRANSACTION TOTALS ===== 6,013.41 ===== 6,013.41 ===== .00

FUND	NAME	DEBITS	CREDITS
01	GENERAL FUND	1,871.40	1,871.40
10	SEWER FUND	111.99	111.99
11	WATER FUND	19.23	19.23
12	MUNICIPAL POOL	220.00	220.00
21	STREET FUND	211.00	211.00
24	LAW ENFORCEMENT FUND	784.40	784.40
30	RECREATION DEPARTMENT	1,827.55	1,827.55
92	TR GUEST TAX	967.84	967.84
TOTALS		===== 6,013.41	===== 6,013.41

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

		3351 KANSAS STATE TREASURER				
3/26/19	03/26/2019					
1		SERIES 2010	5,950.00	41-61-2051	BOND & INTEREST INT ON COUP 41 E-PAYMENT 99869908 3/26/20	
2		SERIES 2011	1,970.00	41-61-2051	BOND & INTEREST INT ON COUP 41 E-PAYMENT 99869908 3/26/20	
3		SERIES 2012	3,800.00	41-61-2051	BOND & INTEREST INT ON COUP 41 E-PAYMENT 99869908 3/26/20	
4		SERIES 2014	4,005.00	41-61-2051	BOND & INTEREST INT ON COUP 41 E-PAYMENT 99869908 3/26/20	
5		SERIES 2016	7,043.75	41-61-2051	BOND & INTEREST INT ON COUP 41 E-PAYMENT 99869908 3/26/20	
6		SERIES 2016	77,500.00	01-24-3006	BOND EXPENSE 01 E-PAYMENT 99869908 3/26/20	
7		SERIES 2018	15,250.61	41-61-2051	BOND & INTEREST INT ON COUP 41 E-PAYMENT 99869908 3/26/20	
8		2019 TN A	6,043.44	49-66-3001	TN 2019 COI 49 E-PAYMENT 99869908 3/26/20	
		INVOICE TOTAL	121,562.80			
		VENDOR TOTAL	121,562.80			
		GRAND TOTAL	121,562.80			
		E-PAYMENTS	121,562.80			

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-0010	GENERAL CASH BALANCE	.00	77,500.00	77,500.00-
01-24-3006	BOND EXPENSE	77,500.00	.00	77,500.00
41-00-0010	BOND & INTEREST CASH BALANCE	.00	38,019.36	38,019.36-
41-61-2051	BOND & INTEREST INT ON COUPONS	38,019.36	.00	38,019.36
49-00-0010	TN 2019 CASH	.00	6,043.44	6,043.44-
49-66-3001	TN 2019 COI	6,043.44	.00	6,043.44
TRANSACTION TOTALS		121,562.80	121,562.80	.00
FUND	NAME	DEBITS	CREDITS	
01	GENERAL FUND	77,500.00	77,500.00	
41	BOND & INTEREST	38,019.36	38,019.36	
49	TN 2019 TIMBER CREEK PH2	6,043.44	6,043.44	
TOTALS		121,562.80	121,562.80	

APPOST00 Fri Mar 22, 2019 1:03 PM
06.04.18 POSTING DATE: 3/22/2019

**** City of Haysville ****
ACCOUNTS PAYABLE POSTING JOURNAL
CALENDAR 3/2019, FISCAL 3/2019

OPER: AMD
JRNL:9983

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INVOICE #	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID
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MAR 2019	03/26/2019	4085 MINTER & POLLAK, LC				
1		CITY ATTORNEY FEES	3,650.00	01-10-1100	SP FUNDS PERSONNEL SERVICES 01	
		INVOICE TOTAL	3,650.00		E-PAYMENT 99869907 3/26/20	
		VENDOR TOTAL	3,650.00			
		GRAND TOTAL	3,650.00			
		E-PAYMENTS	3,650.00			

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-0010	GENERAL CASH BALANCE	.00	3,650.00	3,650.00-
01-10-1100	SP FUNDS PERSONNEL SERVICES	3,650.00	.00	3,650.00
TRANSACTION TOTALS		3,650.00	3,650.00	.00
FUND	NAME	DEBITS	CREDITS	
01	GENERAL FUND	3,650.00	3,650.00	
TOTALS		3,650.00	3,650.00	

