

CITY OF HAYSVILLE

Agenda

March 23, 2020

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of March 9th, 2020](#)

ITEM #1 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 1, SECTION 12-115 OF THE CODE OF THE CITY OF HAYSVILLE TO PROVIDE EXCEPTIONS TO KSA 41-719\(d\) REGARDING THE CONSUMPTION OF ALCOHOLIC LIQUOR PURSUANT TO THE CITY’S AUTHORITY GRANTED IN KSA 41-719\(e\)](#)
- B. [AN ORDINANCE AMENDING THE LAND USE MAP OF THE CITY OF HAYSVILLE, KANSAS](#)
- C. [AN ORDINANCE CHANGING THE ZONING DESIGNATION OF RESERVE A, BLOCK 1, HAYSVILLE RECREATION ADDITION TO HAYSVILLE, SEDGWICK COUNTY, KANSAS \(DORNER PARK\) FROM “AA” SINGLE FAMILY TO “A” SINGLE FAMILY](#)

ITEM #2 NOTICES AND COMMUNICATIONS

- A. [Governing Body Announcements](#)
- B. [Memo to Council Re: New Businesses](#)
- C. [Email from Cox Communications Re: COVID-19 Response](#)

ITEM #3 OLD BUSINESS

- A. [Consideration of Revisions to Subdivision Regulations](#)

ITEM #4 OTHER BUSINESS

- A. Consideration of Insurance Renewal
- B. Consideration of Agreement with Kirkhart Investments, LLC for Sale of 7106 S. Broadway (Former Activity Center)
- C. Consideration of Procurement of Wastewater Dewatering Equipment

ITEM #5 OFF AGENDA CITIZENS TO BE HEARD

ITEM #6 BILLS TO BE PAID

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

ITEM #7 COUNCIL ITEMS

- A. Council Concerns
- B. Council Action Request Updates
 - a. Potholes on Wire and Ranger

ITEM #8 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, Rardin here, Benner here, Parton here, Crum here, Thompson here. Councilpersons Danny Walters and Pat Ewert were not present.

Invocation was given by Pastor Elizabeth Cummings of the Resurrection Lutheran 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 24th, 2020.

Motion by Benner – Second by Parton

I make a motion that we approve the minutes of February 24th business meeting. Kessler yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson abstain. Motion declared carried.

There were no Citizens to be Heard.

Under Approval of Licenses and Bonds, Mayor Bruce Armstrong presented a Manufactured Home Park License Renewal for Park Avenue Estates, 1400 E. Kay.

Motion by Parton – Second by Rardin

I make a motion that we accept the renewal for Park Avenue Estates. Kessler yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea. Motion declared carried.

Under Introduction of Ordinances and Resolutions, Mayor Bruce Armstrong presented A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2020 OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH. Mayor Armstrong advised that the resolution was in reference to the Country Lakes Addition. Chief Administrative Officer Will Black advised a memo was sent to staff by Bret Shogren, from the City's financial advisor, Stifel Financial Corp. Black stated the memo advised two bids had been received with the second best bid being from Country Club Bank at a true interest cost of 1.19% and the best bid being from Central States Capital Markets at a true interest cost of .99%. Black recommended Council accept the bid from Central States Capital Markets at .99492% and authorize the necessary documents.

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Motion by Crum – Second by Parton

I'll make a motion that we approve the RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2020 OF THE CITY OF HAYSVILLE, KANSAS as presented at the .99492%.

Kessler 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 advised of upcoming activities and events at the Haysville Community Library. He advised Haysville Healthy Habits began taking signups for their "060 Walks" step competition on March 1st and has seven complete teams and three or four partial teams so far. Crum also gave updates about high school sports events. Mayor Armstrong advised of upcoming events at the Senior Center.

Under Old Business, Mayor Bruce Armstrong presented Standard Beer Garden Setup. He advised staff reviewed the beer garden policy and prepared standards for those locations in town where CMB consumption is most likely to be requested. Mayor Armstrong made it clear that if an event organizer wanted to use a different setup or location, they still have the right to do so in their special event application. Mayor Armstrong opened the subject for Council discussion. Councilperson Russ Kessler advised he agreed with most parts of the proposed setup, but disagreed with only having a small portion of the Riggs Park Band Shell viewing area considered as a designated consumption area. He restated his position that it was unreasonable to separate persons who choose to legally consume alcohol from persons who choose not to drink, citing restaurants, sporting venues, and other locations that allow for drinkers and non-drinkers to intermingle. He stated his intention to move to approve the proposed locations with an amendment to make the entire Riggs Park Band Shell viewing area a designated consumption area.

Motion by Kessler –

I'm going to make a motion we accept this, with the exception of the Riggs Park Band Shell, to make that as it was presented originally by staff at the February 10th meeting.

Motion declared dead by Mayor Armstrong after failure to receive a second to Kessler's motion. Mayor Armstrong asked if there were any other motions Council wished to make. Councilperson Steve Crum stated his apprehension about the patio at the Haysville Activity Center and potential difficulties with enforcement there, but stated he was willing to compromise in that regard.

Motion by Crum – Second by Parton

I would go ahead and make a motion that we accept this as presented.

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

Motion declared carried.

After the motion was declared carried, Councilperson Crum spoke regarding the Recreation Department's distance waiver request for Party in the 060 that was originally

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considered at the February 10th Council meeting. He stated the motion he made was to approve their distance waiver under the condition that they set their beer garden up in the same configuration as the Haysville Fall Festival. He advised he would like to make a motion to allow Party in the 060 to use the setup approved tonight, as it is less restrictive.

Motion by Crum – Second by Benner

I want to make a motion that we allow Party in the 060 this year to set up the beer garden as presented in tonight's thing if they prefer to do that.

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

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented a Request for Use of Riggs Park for the Haysville Fall Festival. Councilperson Janet Parton stood before Council to ask that Haysville Fall Festival, Inc. be granted authorization to use Riggs Park from October 16th to October 18th.

Motion by Kessler – Second by Rardin

I make a motion we allow Fall Festival to use Riggs Park for October 16th through the 18th.

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

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Equipment for Senior Center Expansion. Mayor Armstrong advised the equipment requested is for the 1,900 square foot game room that is being added to the Haysville Senior Center. Councilperson Steve Crum pointed out that the equipment would be paid from Capital Improvements, and he asked if there was any way to use the sales tax funds for the equipment instead, since it is for recreational activities at the Center. Mayor Armstrong advised the sales tax vote specified where the funds could be used, with those areas being parks, recreation, and streets. Councilperson Crum asked if these items could be considered recreational, and Mayor Armstrong stated they could not be considered recreational because they are for the Senior Center. Mayor Armstrong stated that to him, the sales tax funds marked as recreational were for the Recreation Department, and since the Senior Center was not part of the Recreation Department, that was why the funds couldn't be used at the center. He went on to say that if the Senior Center went to the Recreation Department to request some of the funds be spent at the center, it would be up to the Recreation Department to say yes or no to that request.

Motion by Crum – Second by Rardin

I'll make a motion that we approve the equipment requested by the Senior Center as presented.

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

Motion declared carried.

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Under Other Business, Mayor Bruce Armstrong presented Consideration of Agreement with Haysville Swim Club. Mayor Armstrong advised the only changes made were to the dates, and also to reflect that they aren't having the same number of meets.

Motion by Benner – Second by Rardin

I make a motion that we approve the Agreement with Haysville Swim Club.

After the motion and second were made, Councilperson Russ Kessler asked why the cost of a meet went from \$150 last year to \$100 this year. Councilperson Steve Crum advised the higher cost was in relation to those days when league finals were held last year. He advised Haysville Swim Club was not hosting finals this year. Mayor Armstrong called the question.

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

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Pool Pricing for the 2020 Season. Mayor Armstrong advised the only change was to increase the cost of private swim lessons.

Motion by Kessler – Second by Rardin

I make a motion we approve the Pool Pricing for 2020.

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

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Revisions to Subdivision Regulations. Mayor Armstrong gave the floor to Planning and Zoning Coordinator Angie Millspaugh, who stood for questions from Council. Councilperson Bob Rardin announced his intention to table this item in order to have more time to review the large document.

Motion by Rardin – Second by Thompson

I'd like to make a motion that we table this until the next meeting, to give everybody a chance to go completely through it.

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

Motion declared carried.

After the motion was approved, Mayor Armstrong advised Council to get ahold of Angie with questions.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Revisions to Land Use Map – Urban Growth Boundaries. Mayor Armstrong gave the floor to Planning and Zoning Coordinator Angie Millspaugh, who stood for questions from Council. Councilperson Russ Kessler asked for clarification on why the boundary looks like it has shrunk. Millspaugh explained that the blue boundary seen on the map represented what was approved by the City in 2011. She advised the boundary was reduced by Sedgwick

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County in 2015, but Haysville never adopted an adjusted Urban Growth Boundary map to reflect that change. She explained that the proposed boundary, seen on the map in red, is actually larger than the correct current boundary.

Motion by Kessler – Second by Rardin

I make a motion we approve the revisions to the Land Use Map – Urban Growth Boundaries.

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

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Zone Change for 400 W. 79th St. S. from “AA” Single Family to “A” Single Family. Mayor Armstrong gave the floor to Planning and Zoning Coordinator Angie Millspaugh, who stood for questions from Council. Councilperson Bob Rardin asked what the difference was between “AA” and “A”. Millspaugh explained that among other differences, parks are allowed in areas zoned “AA” as a conditional use, but in areas zoned “A” parks are an allowed use permitted by right.

Motion by Kessler – Second by Rardin

I make a motion we approve the Zone Change for 400 W. 79th St. S. from “AA” Single Family to “A” Single Family.

Kessler 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 was absent, but Mayor Armstrong said she had nothing to report.

Police Chief Jeff Whitfield advised the visiting officer was Police Officer Nathaniel Sooby. Chief Whitfield also advised Coffee with a Cop would occur on Wednesday, March 11th at WSU Haysville from 5:00 to 6:30 p.m.

Public Works Director Tony Martinez advised that during the week prior, the emergency purchase of a wastewater pump from Fluid Equipment was approved by Mayor Armstrong, in the amount of \$14,952.

Recreation Director Rob Arneson advised registration was ongoing for the Party in the 060 5K run and cornhole tournament, and space was still available in Spring Break Camp.

Under Appointments, Mayor Bruce Armstrong presented Nicole Franken, 213 Timberlane Ct., for an Appointment to the Planning Commission for the remainder of a three year term in Ward I.

Motion by Crum – Second by Thompson

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I make a motion that we allow the appointment of Nicole Franken, 213 Timberlane Ct., for an appointment to the Planning Commission Ward I, for the remainder of a three year term.

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

Motion declared carried.

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 Rardin – Second by Thompson

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

Kessler 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 Steve Crum stated Sedgwick County did get a crosswalk painted on 63rd Street at Meridian. He reminded viewers that kids are on spring break next week. Crum then discussed the Nixle emergency messaging system used by the City, advising that he had received a message that Grand Avenue was back open for traffic, but he had not received a message that it was closed first. Police Chief Jeff Whitfield advised he was aware the messaging system had been having issues, so he will check on it. Councilperson Bob Rardin thanked Chief Whitfield and the Department for their rapid response to the broken electric pole that caused the Nixle alert to be issued.

Under Council Items, Mayor Bruce Armstrong advised a Council Action Request for potholes on Wire and Ranger was ongoing, and a Council Action Request about unfinished dirt work between 1300 and 1308 4th Street was addressed and is considered closed.

Mayor Bruce Armstrong presented for approval Adjournment.

Motion by Kessler – Second by Rardin

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

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

Motion declared carried.

The Regular Council Meeting adjourned at 7:31 p.m.

Janie Cox, City Clerk



(First Published in the _____
On the _____ day of _____, 2020)

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 1, SECTION 12-115 OF THE
CODE OF THE CITY OF HAYSVILLE TO PROVIDE EXCEPTIONS TO KSA 41-719(d)
REGARDING THE CONSUMPTION OF ALCOHOLIC LIQUOR PURSUANT TO THE
CITY'S AUTHORITY GRANTED IN KSA 41-719(e)

WHEREAS, the City of Haysville, Kansas wishes to revise the areas of public property which are exempt from the prohibitions contained in KSA 41-719(d) regarding the consumption of alcoholic liquor pursuant to the City's authority granted in KSA 41-719(e) for the use and enjoyment of the public;

WHEREAS, the governing body of the City of Haysville, Kansas finds it advisable to amend said Ordinance, which is contained in Chapter 12, Article 1, Section 12-115 of the Code of the City of Haysville.

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

Section 1. That Chapter 12, Article 1, Section 12-115 of the Code of the City of Haysville is hereby amended to read as follows:

12-115. CEREAL MALT OR ALCOHOLIC BEVERAGES WITHIN PUBLIC PARKS.

(a) The use or consumption of any cereal malt beverage, or alcoholic liquor is prohibited in any park, except in conformance with a lawfully issued Special Event Permit.

(b) The following areas are exempt from the provisions of KSA 41-719(d): (i) The Historic District; (ii) Riggs Park - Lions Shelter; (iii) Senior Center - Entire facility except office and storage rooms; (iv) Activity Center - rental room and patio; and (v) Riggs Park - Area just southeast of the Band Shell consisting of a trapezoid with the following parameters: the northern line of the trapezoid shall be 25 feet in length and 17 feet south of the southeast side of the stage and 10 feet from the sidewalk in front of the stage; at the eastern terminus of the northern line, the line shall continue south by southeast 55 feet in length; the southern line shall then run west 40 feet to the southwest corner of the area; then the west line shall travel 55 feet north by northeast to meet with the western edge of the northern line.

(c) Alcoholic liquor or cereal malt beverage consumption in any area described in 12-115 (b) above is limited to those occasions associated with an agreement or permit issued by the City in which such consumption is specifically allowed.

Section 2. Except as amended above, all other provisions of the Code of the City of Haysville shall remain in full force.

Section 3. This Ordinance shall be included in the Code of the City of Haysville and shall take effect as of the date of its publication in the official city newspaper.

Passed and Approved by the Governing Body of the City of Haysville, Kansas this _____ day of _____ 2020.

Approved by the Mayor this _____ day of _____, 2020.

Bruce Armstrong, Mayor

ATTEST:

Janie Cox, City Clerk

Approved as to form:

Joshua Pollak, City Attorney

(First Published in the _____
On the _____ day of _____, 2020)

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND USE MAP OF THE CITY OF HAYSVILLE,
KANSAS

WHEREAS, as required by law, the Haysville Planning Commission conducted their annual review of the Land Use Map on January 9, 2020.

WHEREAS, at said meeting, staff recommended changes to the Land Use Map to conform to a request to expand Haysville's Area of Influence boundaries. The Commission discussed proposed future land developments, the availability of services and the likelihood of certain properties to develop in the next 20 years.

WHEREAS, at said meeting the Commission voted to revise the boundaries and established a public hearing on February 13, 2020 to consider the revisions.

WHEREAS, notice of the public hearing was published on January 23, 2020 in the Times-Sentinel. Copies of the changes were available to the public online and at City Hall.

WHEREAS, on February 13, 2020 the Planning Commission held a public hearing to consider the revisions to the Land Use Map. After public hearing, the Planning Commission voted to approve the changes and recommend adoption by the City Council.

WHEREAS, the governing body of the City of Haysville, Kansas finds it advisable to amend the Land Use Map of the City of Haysville as recommended by the Planning Commission.

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

Section 1. That the Land Use Map of the City of Haysville, Kansas is amended and enacted in the form attached hereto as Exhibit "A".

Section 2. Except as amended above, all other provisions of the Code of the City of Haysville shall remain in full force.

Section 3. This Ordinance shall be included in the Code of the City of Haysville and shall take effect as of the date of its publication in the official city newspaper.

Passed and Approved by the Governing Body of the City of Haysville, Kansas this _____
day of _____ 2020.

Approved by the Mayor this _____ day of _____, 2020.

Bruce Armstrong, Mayor

ATTEST:

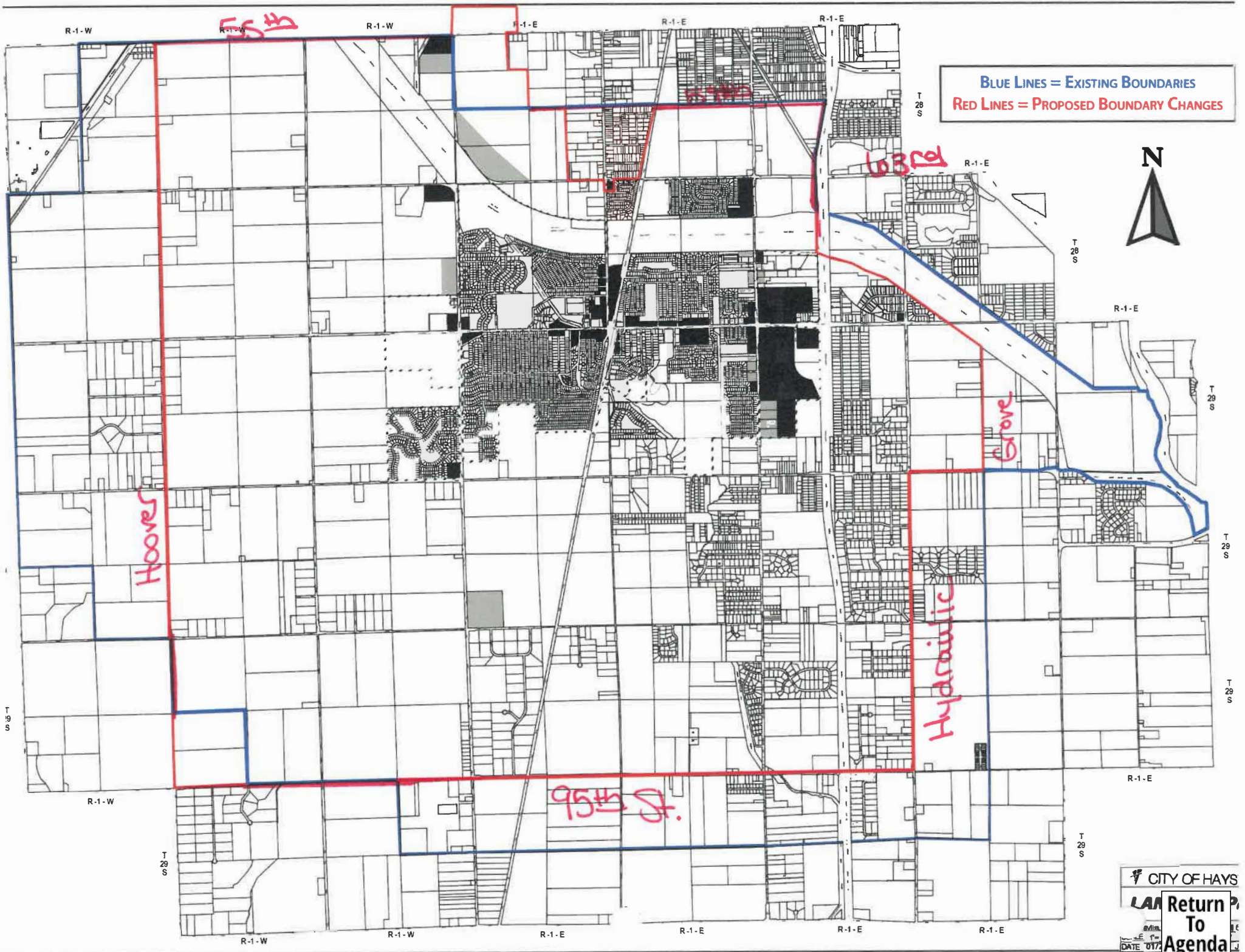
Janie Cox, City Clerk

Approved as to form:

Joshua Pollak, City Attorney

EXHIBIT "A"

LAND USE MAP OF THE CITY OF HAYSVILLE, KANSAS



BLUE LINES = EXISTING BOUNDARIES
RED LINES = PROPOSED BOUNDARY CHANGES



(First Published in the _____
On the _____ day of _____, 2020)

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING DESIGNATION OF RESERVE A, BLOCK 1,
HAYSVILLE RECREATION ADDITION TO HAYSVILLE, SEDGWICK COUNTY,
KANSAS (DORNER PARK) FROM “AA” SINGLE FAMILY TO “A” SINGLE FAMILY

WHEREAS, a request was made to rezone certain property within the City from “AA” Single Family to “A” Single Family, such property located at 400 W. 79th Street South and being legally described as Reserve A, Block 1, Haysville Recreation Addition to Haysville, Sedgwick County, Kansas (Dorner Park) (the “Property”).

WHEREAS, The Haysville Planning Commission held the required public hearing for the requested zone change to the Property on February 13, 2020 and notice of the same was published and given as provided by law.

WHEREAS, At the Public Hearing, no comments were made in opposition to or in support of the request.

WHEREAS, the Planning Commission voted unanimously to forward a recommendation of approval to the City Council for consideration.

WHEREAS, The Haysville Planning Commission has recommended approval and adoption by ordinance of the Zone Change Request from “AA” Single Family to “A” Single Family for the Property.

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

Section 1. That the City finds that the rezoning of the Property is appropriate.

Section 2. That the zoning of the following described property is hereby changed from “AA” Single Family to “A” Single Family:

400 W. 79th Street South, being legally described as Reserve A, Block 1, Haysville Recreation Addition to Haysville, Sedgwick County, Kansas.

Section 3. This Ordinance shall take effect as of the date of its publication in the official city newspaper.

Passed and Approved by the Governing Body of the City of Haysville, Kansas this _____
day of _____ 2020.

Approved by the Mayor this _____ day of _____, 2020.

Bruce Armstrong, Mayor

ATTEST:

Janie Cox, City Clerk

Approved as to form:

Joshua Pollak, City Attorney

MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Nicci Stark, Administrative Secretary

DATE: 3/23/2020

RE: 2020 New Businesses

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

Detailz Doctor – Vehicle Detail Service – 501 W Grand Ave

S.O.A.R Nutrition – Nutrition and Wellness Hub – 145 S. Lamar

Sincerely,

Nicci Stark
Administrative Secretary
City of Haysville

Return
To
Agenda

From: Allen, Lisa (CCI-Central Region) [mailto:Lisa.Allen@cox.com]

Sent: Tuesday, March 17, 2020 1:59 PM

Subject: Cox's response to the coronavirus pandemic

Dear Community Leader,

Thank you for all of your efforts to keep our communities safe during this unprecedented time.

As a leading provider of technology in your market, I just wanted to reach out and provide an update on Cox's response to the coronavirus pandemic.

First and foremost, we want to assure you that our highly redundant and resilient network is fully operational and ready to support the growing number of customers who are working and learning from home. We are completely staffed around the clock and our all-hands-on-deck team of nationwide network professionals are holistically monitoring and managing our network, both physically from our network operations centers and 100 percent virtually, if needed. These capabilities are already in place and tested. We've successfully virtualized our network operations by executing long-term business continuity strategies, implementing leading-edge collaboration and predictive analytic tools, providing full functionality mobile workstations, and equipping our network operations teams with robust tools to work remotely.

Further, we have implemented several changes to support our customers in need during this time. Those enhancements include:

- For a limited time, the first month of service for new Connect2Compete (low-cost internet for low-income families with K-12 students) will be free.
- Residential customers in the company's Starter, Straight-Up Internet, and Connect2Compete packages will be automatically upgraded to speeds of 50 Mbps.
- For those tiers, Cox is extending its Cox Complete Care remote desktop support at no charge to residential customers with remote helpdesk and assistance for loading new applications they may need to use during this time, such as online classroom support applications and web conferencing services.
- We have launched a temporary price reduction and speed increase for our Starter internet product, to help seniors and college students;
- We are eliminating data usage overages for a 60-day period to meet the higher bandwidth demands;
- We are supporting the FCC's Keep America Connected initiative by pledging for the next 60 days to not terminate service to any residential or small business customer because of an inability to pay their bills due to disruptions caused by the coronavirus pandemic and waive any late fees that any residential or small business customer incurs because of their economic circumstances related to the coronavirus pandemic.

As always, we stand ready to support and serve you and our communities. Thanks for your partnership as we work through this unprecedented time together.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Coleen Jennison

Vice President of the Kansas Market

Cox Communications

901 S. George Washington Blvd. Wichita, Kansas 67211

coleen.jennison@cox.com

Office: 316/260-7590

Executive Assistant – Lisa Allen 316/260-7442

Dear Local Franchising Authority,

These uncertain times have required many of us to make decisions to best ensure the safety of our customers, employees and communities. With schools being closed and several employers either closing or having employees work from home, maintaining those vital connections is a top priority for Cox Communications.

As we adjust to the changes around us, Cox continues to make decisions that balance the needs of our business and commitment to our employees and customers. We recently announced that for the time being we will be curtailing the hours of operation of our Cox Solution Stores. On March 17th, these stores began operating at a reduced schedule from 10:00 am to 4:00pm, Monday-Friday.

This decision was not made lightly and is one that allows us to balance the safety and needs of our customers, communities and employees.

Customers are still able to reach Cox at 800-234-3993 or www.cox.com.

As the COVID-19 situation evolves, we will continue to make decisions that allow us to provide customers with what they need to stay connected and to meet the needs of our employees and communities. We stand ready to support and serve you and our communities. Thank you for your partnership as we work through this unprecedented time together.

Sincerely,

Megan Bottenberg

Manager, Government Affairs

Cox Communications Central Region

**Return
To
Agenda**

MEMORANDUM

TO: The Honorable Mayor, Bruce Armstrong
Haysville City Councilmembers

FROM: Angela Millspaugh, Planning & Zoning Administrator

SUBJECT: Revisions to Subdivision Regulations

DATE: February 24, 2020

The Haysville Planning Commission recommends approval and adoption by ordinance of these revisions to the Subdivision Regulations as presented.

HISTORY:

The Haysville Planning Commission began their annual review of the Subdivision Regulations on November 14, 2019. At that time, staff recommended changes to conform to other adopted plans, ordinances and regulations; as well as current practices. The Commission directed staff to prepare the recommended changes. These changes were presented at the January 9, 2020 meeting of the Planning Commission. The Commission made some revisions and established a public hearing date of February 13, 2020. Notice of the public hearing was published on January 23, 2020 in the Times-Sentinel. Copies of the changes were available to the public online and at City Hall. On February 13, 2020 the Planning Commission held a public hearing to consider the revisions to the Subdivision Regulations. No members of the public were present to address this matter. The Planning Commission voted to approve the changes and recommend adoption by the City Council.

The Governing Body may take one of the following three actions when the Planning Commission submits a recommendation for approval or disapproval of a revision to the Subdivision Regulations:

- Approve such recommendations by ordinance;
- Override the planning commission's recommendations by a 2/3 majority vote; or
- May return the same to the planning commission for further consideration, together with a statement specifying the basis for the governing body's failure to approve or disapprove.

RECOMMENDED MOTION:

- I move to approve the revisions to the Subdivision Regulations as presented.

Attachments: Summary of Changes, Proposed Revisions, Planning Commission Minutes

SUMMARY OF CHANGES:

- **Article I. Title, Purpose, Jurisdiction and Definitions**
 - **Sections 1-3:** Clean up language, references and formatting
 - **Section 6:** Add criteria for exemptions in unincorporated areas and establish a process for considering exempt status.

- **Article II. Administration and Enforcement**
 - Added duties of the Zoning Administrator and revised the duties of the City Clerk, Planning Commission and Governing Body to reflect current process.
 - Include text regarding filing fees.

- **Article III. Interpretation and Construction**
 - Section 1: Added text regarding the construction of the regulations
 - Section 2: Added definitions of terms found in the document that had not been defined and grouped some of the definitions together.

- **Article IV. Procedure for Approval of Subdivision Plats**
 - Removed Sketch Plan requirements
 - Established a Pre-Platting Conference requirement for certain developments.
 - Removed the specific quantity of copies to be filed
 - Added requirements for the filing of digital copies
 - Added the following sections:
 - Approval of Plats and Acceptance of Dedications by the County Commission
 - Recording of Final Plat
 - Phased Developments
 - Approval of Final Plats for Small Tracts

- **Article V. Contents of Plans and Plats**
 - Removed Sketch Plan text
 - Added sections or expanded on sections to conform to current floodplain regulations.
 - Removed reference to the South Broadway Corridor Plan.
 - Added a section requiring subdivisions outside the city, which are requesting city services, to waive any protest to annexation by the City.
 - Added a section that permits the Zoning Administrator or Planning Commission to require a traffic impact study at their discretion.

- **Article VI. Design Standards**
 - Added watercourse language to conform to current floodplain and storm water regulations.
 - Limited access to arterial streets.
 - Divided Land for Public Facilities and Land for Open Space added Land Subject to Excessive Erosion by Wind or Water.

- Revised Street section to align with the requirements of other cities located in Sedgwick County. Maintained our current road widths which tend to be wider than most cities.
- Added access controls to the lots.
- Changed curbs from 2 feet to 2.5 feet.
- Removed reference to the South Broadway Corridor Plan.

- **Article VII. Installation of Required Improvements**
 - Expanded on Sidewalks to conform to the Bicycle/Pedestrian Master Plan
 - Expanded on storm sewer regulations.
 - Added requirement for underground wiring in residential subdivisions.
 - Added requirement for fencing of residential subdivisions abutting arterial streets.

- **Article VIII. Improvement Procedures**
 - Reformatted the Article to conform to the intent of the Article.
 - Removed the section specifying the percent of bonds required by developer as those should be handle through the policies of the Governing Body.

- **Article IX. Building and Other Permits**
 - Added a section to allow building permits to be issued for unplatted properties under certain circumstances.
 - Added section that requires all improvements be in place prior to a certificate of occupancy being issued.

- **Article XIII. Effective Date**
 - Revised the Article title to be Severability and Effective Date and added the appropriate text.

**SUBDIVISION REGULATIONS
FOR
HAYSVILLE, KANSAS**

**ARTICLE I.
TITLE, PURPOSE, AUTHORITY, JURISDICTION AND DEFINITIONS**

Section 1. Short Title.

~~This ordinance~~ These regulations shall be known as the "Haysville Subdivision Regulations," and shall hereinafter be referred to as "these regulations."

Section 2. Purpose.

These Subdivision Regulations are designed and intended to serve the following purposes:

- (a) To provide for the harmonious development of the City of Haysville and portions of the unincorporated area of Sedgwick County;
- (b) to provide for the proper location and width of streets, building lines, open spaces, drainage, safety, and recreational facilities and for the avoidance of congestion of population;
- (c) to provide for the minimum width, depth, and area of lots;
- (d) to specify the extent to which, or manner in which road ways shall be graded and improved;
- (e) to specify the extent to which, or manner in which ~~and~~ water, sewer, and other utility mains and piping or connections or other physical improvements shall be installed; and
- (f) to provide for and secure to the proper Governing Body, the actual construction of such physical improvements.

Section 3. Authority.

The requirements and recommendations set forth herein are designed to encourage an orderly municipal growth for Haysville through responsible land subdivision and are adopted under authority established by K.S.A. 12-741~~9~~, ~~as amended et seq, as amended, 12-742, 12-749, 12-751 and 12-752, 12-760 and 12-761, 12-764, 12-766, 12-3009 through 12-3012, and 12-3301 and 12-3302.~~

Section 4. Jurisdiction.

These regulations shall apply to all subdivisions of land within the corporate limits of the City of Haysville, as presently exists or are hereafter established, and ~~certain land which is located outside of the City of Haysville and in Sedgwick County as shown on the map designated as the subdivision jurisdiction map. The map and all the notations, references and information shown thereon are hereby made as much a part of these regulations as if the same were set forth in full herein within the Urban Growth Boundary as defined by the Wichita-Sedgwick County Metropolitan Area Planning Commission and Sedgwick County Board of County Commissioners.~~

Section 5. Applicability.

Any owner or owners of land subdividing the same into lots and blocks or tracts or parcels for the purpose of laying out any subdivision, suburban lots, building lots, tracts or parcels or establishing any street, alley or other property intended for public use or for the use of purchaser or owner of lots, tracts, or parcels of land fronting on or adjacent thereto shall cause a subdivision plat to be made in accordance to these regulations unless exempted under Section 6.

Section 6. Exemptions.

~~This section shall cover only those areas located in the unincorporated area. Prior to consideration of exemption requests in the unincorporated area being considered by the Haysville Planning Commission, the request must be sent to the Metropolitan Area Planning Department and to the Sedgwick County Engineer for approval of drainage and floodways. Notwithstanding the requirements of Sections 2 through 5, this/these regulations shall not apply in the following instances or transactions;~~

- ~~(1) The division or further division of land into lots or parcels, each of which contains more than twenty (20) acres, where such subdivision does not involve the creation of any new streets or easements of access. For land in the unincorporated area, the division or further division of land into unplatted metes and bounds tracts, each of which contains 20 or more acres, and which:~~
- ~~(2) (a) Does not involve any new streets or easements of access, as determined by the Planning Commission, and is located adjacent to a public road which has been accepted by the County or a township or which is located adjacent to an existing private road whose right-of-way width conforms to the right-of-way standards of this Regulation.~~
- ~~(3) (b) In the case of an existing private road, there must be covenants filed of record which provide for the maintenance of the private road. The covenants must provide a mechanism which authorizes the County to maintain the private road, and charge incurred costs to the owners of the land being provided access, if the owners fail to maintain the private road.~~
- ~~(4) (c) Has land suitable for dwelling purposes which is not located in an area subject to flooding as determined by Section 6 of Article VI of these Regulations. If any portion of unincorporated property lies in a flood hazard area as shown on the Flood Boundary and Floodway Maps published by the Federal Emergency Management Agency or if drainage channels and swales exist on the property which carry runoff from adjacent property or public roads, the flood hazard area or drainage channel shall be protected by grant of easement, dedication or other similar device as may be required by the Director of the County Bureau of Public Services;~~
- ~~(5) (d) If the property is located adjacent to a public road right-of-way which does not conform to the right-of-way width requirements of these Regulations, additional right-of-way shall be granted by dedication or easement as may be required to conform to these Regulations.~~

~~(6)~~ (e) Is to be used for agricultural or single family residential purposes only; and

~~(7)~~ (f) Conforms to any applicable zoning regulations and sanitary code.

~~(8)~~ (8) A change in the boundary between adjoining lands which does not create an additional lot or tract; ~~or which does not result in the creation of a substandard lot by either owner according to any applicable zoning regulations or sanitary code.~~

~~(9)~~ (9) Land used for street or railroad right-of-way, a drainage easement or other public utility easement subject to local, state or federal regulations; where no new street or easement of access is involved.

~~(10)~~ (10) Land used for highway or other public purposes relating to the dedication of a parcel of land for a public use or instruments relating to the vacation of land impressed with a public use.

~~(11)~~ (11) A correction of a description in a prior conveyance, provided that such a conveyance shall be clearly labeled as a “correction conveyance” and shall clearly identify the proper conveyance that is the subject of correction and the error contained in such prior conveyance.

~~(12)~~ (12) Whenever any lot, parcel, or tract of land located within the area governed by these regulations has been subdivided, resubdivided or replatted prior to the adoption of these regulations.

~~(7) — The division of land into more than two parcels or tracts (one of which is the original tract) not covered by any other exemption clause of this section and which does not involve any new streets or easements of access.~~

~~(13)~~ (13) Any lot split approved in accordance with these regulations.

~~(14)~~ (14) Any transfer by operation of law.

It shall be the responsibility of the property owner or their agent to provide to the Zoning Administrator copies of recorded instruments which show the name of the current owner and a complete legal description of the property for which an exemption is requested, including documentation identifying that date upon which the legal description for the property was established.

Any request made in writing for a determination as to qualifications for being exempt from these Regulations shall be answered by the Zoning Administrator either in the affirmative or negative within 30 days after the filing of the request or the exemption shall be considered granted.

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**ARTICLE II.
ADMINISTRATION AND ENFORCEMENT**

Section 1. Division of Responsibility.

The administration of ~~this~~these regulations is vested in the following governmental branches, agencies, departments or individuals of the city government:

- (1) Zoning Administrator
- (2)
- ~~(1)~~(3) Office of the City Clerk of Haysville, known as the City Clerk.
- ~~(2)~~(4) Haysville Planning Commission.
- ~~(3)~~(5) Haysville Governing Body.

Each of the above named governmental branches, agencies, departments or individuals shall have the responsibilities hereinafter set forth.

Section 2. Duties of the Zoning Administrator

The Zoning Administrator, or designee, shall administer the provisions of these regulations and in furtherance of such authority, shall:

- (1) Inform applicants of procedures required for subdivision approval and vacations, provide application forms and other administrative forms to facilitate the process, and convey to subdividers the decisions of the Planning Commission.
- (2) Receive and establish files for all sketch plans, preliminary and final plats, replats, final plats for small tracts, lot splits and vacations together with applications therefore.
- (3) After determining the adequacy of the information submitted as suitable for distribution, forward copies of the preliminary plat and final plats for small tracts, when deemed necessary, to other appropriate governmental agencies and public and private utilities providers for their comments and recommendations.
- (4) Review and compile a list of comments on all preliminary plats to determine whether such plats comply with these regulations and similarly review and compile a list on all final plats to determine whether they comply with the preliminary plat, if any, and these regulations.
- (5) Forward preliminary and final plats to the Planning Commission for their consideration, together with the list of comments and recommendations.
- (6) Following review recommendation by the Planning Commission on all matters reviewed by the Planning Commission, check and assemble all pertinent data and drawings, then forward such recommendation and associated documentation to the Governing Body for final action.
- (7) Issue determinations of when property divisions are exempt from these Regulations as provided herein.

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(7) Make such other determinations and decisions as may be required by these regulations.

Section 2. Duties of the Office of the City Clerk Related to These Regulations.

The City Clerk of the City of Haysville ~~shall administer the provision of the regulation and furtherance of such authority, and the City Clerk shall:~~

- ~~(1) Maintain three copies of an up to date subdivision regulation, including amendments thereto. File at least one copy of these regulations marked by the Clerk as "Official Copy as Incorporated by Ordinance No. ", (i.e., the ordinance adopting these regulations as approved by the Governing Body). Such copies maintained by the Clerk shall be open to inspection and available to the public at all reasonable business hours.~~
- ~~(4) Distribute at cost to the City, official copies of these regulations to the police department, court, City Manager, zoning inspector, building inspector, City Attorney and all administrative departments of the City charged with the enforcement of these regulations.~~
- ~~(2) Receive and transmit applications, sketch plans, preliminary plats and final plats to the Haysville Planning Commission. Process the required filing fees.~~
- ~~(2)(3) Provide clerical assistance to the Governing Body so as to facilitate and record their actions in the exercise of their duties relating to these regulations.~~

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Section 3. Duties of the Haysville Planning Commission.

The Haysville Planning Commission shall:

- ~~(1) Inform applicants of procedures required for subdivision approval.~~
- ~~(2) The Planning Commission may designate, by rule or resolution, a Subdivision Committee composed of any two or more of its members whose duty shall be to review and approve, approve conditionally, or disapprove the sketch plan.~~
- ~~(3) Determine appeals by the applicants from the subdivision committee when the subdivision committee and applicant fail to agree on sketch plans. Refer to Article IV, Section 3.~~
- ~~(4)(1) Review and approve, approve conditionally, or disapprove the preliminary plats.~~
- ~~(2) Review and approve, approve conditionally, or disapprove final plats for compliance with the preliminary plat as approved, and approve or disapprove final plat and transmit same to the Governing Body for approval, or~~

~~disapproval, and~~ acceptance of dedications of streets, alleys and other public ways and sites.

~~(5) Make recommendations to the Governing Body on vacations of recorded plats, rights-of-way, easements and other public reservations.~~

~~(6) Make such other determinations and decisions as may be required of the Commission from time to time by law or these regulations~~

~~(5)~~

Section 4. Duties of the Governing Body.

The Governing Body shall:

~~(1) approve or disapprove the dedication of land for public purposes within 30 days after the first meeting of the Governing Body following the date of the submission of the plat to the clerk thereof. The Governing Body may defer action for an additional 30 days for the purpose of allowing for modifications to comply with the requirements established by the Governing Body. No additional filing fees shall be assessed during that period. If the Governing Body defers or disapproves such dedication, it shall advise the Planning Commission or committee of the reason therefore. Accept or not accept dedications of streets, alleys, easements, alleys, easements and other public ways and sites shown on final plats and in cases of disapproval or modification shall inform the subdivider and Planning Commission in writing of the reasons.~~

~~(2) Approve or not approve vacations of recorded plats, rights-of-way, easements and other public reservations and, in the unincorporated area, to recommend or protest such vacations to be considered by the Board of County Commissioners.~~

Section 5. Enforcement.

No plat, ~~lot split or vacation~~ ~~or subdivision~~ ~~shall~~ request shall be approved which does not comply with the provisions of these regulations.

Section 6. Filing Fees.

For the purpose of defraying costs of proceedings described herein, filing fees shall be paid upon the filing of each application as established by Chapter 17 of the Haysville Municipal Code adopted by the governing body

**ARTICLE III.
INTERPRETATION AND CONSTRUCTION**

Section 1. Interpretation and Construction.

- (1) Where the conditions imposed by the provisions of these regulations are either more restrictive or less restrictive than comparable conditions imposed by any other provisions of any other applicable local law, ordinance, regulation, resolution, rule or regulation of any kind, the regulation that is more restrictive and imposes higher standards of requirements shall govern.
- (2) The provisions of these regulations are not intended to abrogate any easement, covenant or other private agreement, provided that where the requirements of

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this regulation are more restrictive or impose higher standards or regulations than such easement, covenant or other private agreement, the requirements of these regulations shall govern.

- (3) No subdivision of land shall be made lawful solely by the adoption of these regulations if such subdivision did not lawfully exist at the time of the adoption of these regulations. If any existing subdivision of land is in conflict with these regulations in any manner, such subdivision shall remain unlawful until the requirements of these regulations have been complied with.
- (4) The provisions of these regulations are cumulative and additional limitations upon all other laws and ordinances therefore passed or which may be passed hereafter governing any subject matter set forth in the provisions of these regulations.

(5) In the construction of these regulations, the provisions and rules of this Section shall be preserved and applied, except when the context clearly requires otherwise:

(a) The singular number includes the plural and the plural the singular;

(b) The present tense includes the past and future tenses and the future the present; and

(c) The word "shall" is mandatory while the word "may" is permissive.

(6) Any word or phrase which is defined in this Article or elsewhere in these regulations shall have the meaning as so defined whenever used in these regulations, unless such definition is expressly limited in its meaning or scope.

(7) Words or terms not herein defined shall have their ordinary meaning in relation to the context.

Section 2. Definitions.

Any word or phrase that is defined in this Section shall have the meaning assigned to it by said Section wherever the word or phrase is used in these regulations.

Access Control. The limitation of public access rights to and from properties abutting streets or highways. Access control is used to preserve high-quality traffic service and to improve safety.

Agriculture. The use of a tract of land for growing crops, pasturage, nurseries, dairying or the raising of poultry or cattle and other livestock, including the structures necessary for carrying out farm operations and the residence(s) of those owning and operating the premises such as a member of the family thereof or persons employed thereon and their families. The feeding or disposal of community or collected garbage shall not be deemed an agricultural use, nor shall riding academies, livery or boarding stables, dog

kennels, commercial feedlots or commercial greenhouses; however, woodland and non-producing open space land are considered agricultural.

~~Alley. A public right of way along the side of or in the area of lots intended to provide a secondary means of access to and from streets and such lots. An alley is not intended for general traffic circulation.~~

~~Arterial Street. Any street serving major traffic movements that is designed primarily as a traffic carrier between cities or between various sections of the city, which forms part of a network of through streets, and which provides service and access to abutting properties only as a secondary function.~~

BASE FLOOD ELEVATION: The highest elevation, expressed in feet above mean sea level, of the level of flood waters having a one percent chance of being equaled or exceeded in any given year (commonly called the 100-year storm).

Benchmark. Surveying mark made in some object that is permanently fixed in the ground, showing the height of that point in relation to North American Vertical Datum of 1988 (NAVD 88).

Blocks. A tract of land bounded by streets, or by a combination of streets, railway rights-of-way or waterways.

Building Setback Line.: A line indicating the limit beyond which buildings or structures may not be erected. Such line may be more, but not less restrictive than applicable zoning or other regulations.

~~Collector Street. Any street designed primarily to gather traffic from local or residential streets and carry it to the arterial system.~~

~~Dead End Street. A street or road that has no outlet and terminates in a dead-end or cul de sac.~~

Dedication. Gift or donation of real property by the owner to a governmental unit. The transfer is conveyed by a plat or a written separate instrument. The act of dedicating is completed with a formal acceptance by the governing body.

DESIGN STANDARDS: The basic land planning principles established as guides or requirements for the design and layout of subdivisions as described in these regulations.

DETENTION POND: A storage facility for the temporary storage of storm water runoff designed in such a way to limit the maximum discharge to an amount equal to pre-developed conditions.

Developer. The legal or beneficial owner or owners of a lot or of land proposed to be subdivided including the holder of an option or contract to purchase, or other person having enforceable proprietary interests in the land. (see also Owner; Subdivider)

DEVELOPER'S AGREEMENT: ~~A contractual agreement signed and notarized by the subdivider and the City or County, depending upon the location of the land being subdivided, which is conditioned upon approval of the final plat and acceptance of dedications thereon with primary concern for the installation and guarantees for public improvements.~~

Easement. A grant of specific property rights to land for the use of the public, a corporation or another person or entity.

Easement, Drainage. An easement required for the installation of storm water sewers or waterways and/or required for the preservation or maintenance of a natural stream or water course or other drainage facility.

Encroachment. Any obstruction in a delineated floodway, right-of-way, easement, building setback or adjacent land.

~~Freeway. Any divided street or highway with complete access control and grade separated interchanges with all other public streets and highways.~~

Frontage.

Street Frontage. The property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street; or with a dead-end street, all property abutting on side of such street measured from the nearest intersecting street and the end of the dead-end street.

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Lot Frontage Lot. That portion of the ~~frontage lot~~ that lies between the side lot lines ~~of a single lot and is adjacent to the street serving the lot.~~

~~Frontage Road. A public or private marginal access roadway generally paralleling and contiguous to a street or highway and designed to promote safety by eliminating unlimited ingress and egress to the street or highway by providing points of ingress and egress at more or less uniformly spaced intervals.~~

Governing Body. The Mayor and City Council of the City of Haysville.

~~Half Street. A street bordering one or more property lines of a subdivision tract to which the subdivider has allocated only a portion of the ultimate and intended street width.~~

Improvements. All facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for a principal residential, business or manufacturing purpose. Improvements shall include all facilities listed in Article VII of these regulations.

Infrastructure. Facilities and services needed to sustain industry, residential, institutional, and commercial activities.

~~Local Street. Any street designed primarily to provide access to abutting property, to include lanes, drives, circles, boulevards, or any other designation that might be given to such streets.~~

Lot. A portion ~~or basic parcel~~ of a subdivision or other ~~tract parcel~~ of land intended ~~as a unit of ownership and occupied or intended to be~~ occupied by one main building and an accessory building or a complex of buildings, including the open spaces and parking required by these regulations, ~~the parcel by which such land would be individually developed and transferred, or built upon.~~

(1) Lot, Double Frontage (a.k.a. Through Lot): A lot other than a corner lot, two opposite lot lines of which abut upon streets which are more or less parallel. On a Double Frontage or Through Lot, both street lines shall be deemed front lot lines, but in the case of two or more contiguous through lots, there shall be a common front lot line.

(2) Lot, Reverse Frontage: A lot whose rear lot line also serves as the street line for a limited access highway or street.

(3) Lot, Corner: A lot situated at the intersection of two streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

(4) Lot, Through: (See Lot, Double Frontage.)

(5) Lot, Interior: A lot whose side lot lines do not abut upon any street.

Lot Split. The dividing or redividing of a lot or lots in a recorded plat of a subdivision into tracts that meets the criteria established within these regulations.

Master Plan. Any plan or map adopted by the City for guidance of growth and improvement of the City and its environs including modifications or refinements that may be made from time to time.

Minimum Pad Elevation. The lowest ground elevation completely surrounding a structure or the lowest flood proofed opening into a structure. This elevation is expressed in city datum or mean sea level.

OPEN SPACE: An area of land or water, or combination thereof, planned for passive or active recreation or for protection, conservation or for preservation of natural resources, but does not include areas utilized for streets, alleys, driveways, or private roads, off-street parking or loading areas, or required front, rear or side yards.

Original Tract. A tract of land in existence at the time, in 1969, that Sedgwick County adopted Subdivision Regulations. (July 1, 1969)

Owner. Any person or persons, firm or firms, corporation or corporations, or any other legal entity having legal title to land sought to be subdivided under these regulations. *(See also, Developer; Subdivider)*

Pedestrian Way (Crosswalk). A right-of-way across a block or providing access within a block to be used primarily for pedestrian traffic.

PETITION: A legal instrument which serves as the basis for initiation of a public improvement project. A petition is frequently used during the platting process to guarantee the construction of certain improvements, e.g., street paving, water and sewer lines, drainage, etc. A petition is valid if its signatures are more than 50% either by area within the benefit district or by ownerships. Petitions are also used to initiate the vacation of streets, alleys, easements, other public reservations and plats.

Planning Consultant. Any person, firm, partnership, association, or corporation contracted to provide professional planning advice or service to the city.

PLANNED UNIT DEVELOPMENT: PUD, a platted parcel, subdivision, or district that contains specific zoning rules as a replacement for the adopted city regulations as approved by the governing body.

PLANNED UNIT DEVELOPMENT PLAT: A plat containing additional language and depictions unique to one or more parcels contained therein, superseding zoning and subdivision regulations as approved by the planning commission and city council.

Plat. An engineering drawing/map of a tract of land which has been lawfully subdivided meeting the criteria established in the subdivision regulations and duly recorded in the office of the Register of Deeds of Sedgwick County.

1. Sketch Plat. A map or plan of a proposed subdivision made prior to the preparation of the preliminary plat to enable the subdivider to save

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time and expense in reaching tentative general agreements by a discussion of the form and objectives of these regulations.

2. Preliminary Plat: A tentative map or plan of a proposed subdivision of land showing the character and general details of the proposed development.

3. Final Plat: A map or plan of a subdivision prepared in accordance with these regulations to be placed on record with the County Register of Deeds.

4. Replat: A new plat of a revision to a subdivision or portion thereof for which a final plat has previously been recorded. Such plats are processed as new plats for preliminary and final plat review and approval.

Public Way. Any parcel of land unobstructed from the ground to the sky, more than 10 feet in width, appropriated to the free passage of the general public.

~~Replat. The subdivision of a tract of land that has previously been lawfully subdivided and a plat of such subdivision duly recorded.~~

Reserve. An area of property within a subdivision that is platted for specific uses, e.g., open space, entry monuments, landscaping, recreational facilities, utilities and drainage, floodway, private street, etc. Typically, future ownership and maintenance responsibilities for a reserve is set forth by a restrictive covenant which provides that a homeowner's or lot owner's association will hold title to the reserve and therefore be responsible for the reserve's maintenance. The restrictive covenant may provide for ownership and maintenance to be tied to the ownership of an adjacent lot. Ownership and maintenance is not assigned to an individual, partnership or corporation except in the case of a reserve platted for possible future sales to a public body for a public facility.

~~Restrictive Covenants. A restriction on the use of land traditionally set forth in a deed. Restrictions are also placed of record by separate instruments including homeowner association agreements. The restrictive covenant usually runs with the land. Contracts entered into between private parties which constitute a restriction on the use of private property within a subdivision for the benefit of property owners and to provide mutual protection against undesirable aspects of development which would tend to impair stability of values. Such restrictions may be set forth in a deed. Restrictions are also placed of record by separate instruments including homeowner association agreements. Restrictive covenants usually run with the land, and are not enforceable by a municipality.~~

SANITARY SEWERS: Pipes that carry only domestic, commercial and industrial sewage and into which storm, surface and ground waters are not intentionally admitted.

SEPTIC TANK: An individual sewage disposal system involving a water tight receptacle that receives the discharge of sewage from a building and is designed and constructed to permit settling of solids from liquid, digestion of the organic matter (sludge), and discharge of the liquid portion into an underground lateral disposal area. The sludge is pumped out of the tanks, usually by commercial firms, at regular intervals. Septic tanks are used for domestic wastes when a sanitary sewer line is not available to carry the wastes to a wastewater treatment plant. Approval of a site for use of a septic tank system involves establishing a minimum lot area to provide for the system's operation, determining that the soil has an acceptable percolation rate and ensuring separation of the system from groundwater.

Setback Line. The line that is the distance that is required by the City of Haysville Zoning Regulations between a principal structure or accessory structure and the property line of the lot on which the structure is located.

SEWAGE: The total of organic waste and waste water generated by residential, commercial and industrial establishments.

SIDEWALK: That portion of a street or pedestrian way, paved or otherwise surfaced, intended for pedestrian use only

STORMWATER DETENTION: Any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells or any combination of these techniques.

Street. ~~The entire street right of way or easement, whether public or private; not limited to the area of the paving or other improvements on the street right of way unless such paving or improvements coincide with the boundaries of the street right of way.~~The entire right-of-way width between the boundary lines of every way which provides for public use for the purpose of vehicular and pedestrian traffic, and the placement of utilities and including the term "road", "highway", "lane", "place", "avenue", "alley" or other similar designation. Types of Streets include:

Alley. A public right-of-way along the side of or in the rear of lots intended to provide a secondary means of access to and from streets and such lots. An alley is not intended for general traffic circulation.

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Arterial Street. Any street serving major traffic movements that is designed primarily as a traffic carrier between cities or between various sections of the city, which forms part of a network of through streets, and which provides service and access to abutting properties only as a secondary function.

Collector Street. Any street designed primarily to gather traffic from local or residential streets and carry it to the arterial system.

Cul-de-Sac: A short street with only one outlet and which is permanently terminated by a vehicular turn-around at its closed end.

Dead-End Street. A street having only one outlet and which does not benefit from a turnaround at its closed end.

Freeway. Any divided street or highway with complete access control and grade separated interchanges with all other public streets and highways.

Frontage or Marginal Access Road. A local street which is parallel with and adjacent to a limited access highway or arterial street and which provides access to abutting properties and protection from through traffic on the limited access highway or arterial street.

Half Street. A street bordering one or more property lines of a subdivision tract to which the subdivider has allocated only a portion of the ultimate and intended street width.

Local Street. Any street designed primarily to provide access to abutting property, to include lanes, drives, circles, boulevards, or any other designation that might be given to such streets.

Parkway Strip: That portion of street right-of-way that is not a part of the roadway driving surface and which is located between the back of the street curb, or edge of the improved roadway surface, and the street right-of-way line. The parkway strip provides unobstructed right-of-way for the installation of public utilities (typically gas and water lines), sidewalks, street signs, street lights, street furniture, street trees, emergency call boxes and other ancillary uses. The parkway strip should not be confused with parking lanes that are often provided as part of street pavement. The parkway strip is sometimes called a street's side strip.

Private Street: A right-of-way or easement which affords principal means of vehicular access to property abutting thereon, which right-of-

way or easement is owned, controlled and maintained by persons other than the public.

Street Stub: A short section of street right-of-way platted to provide future access to an adjacent unplatted tract of property

Subdivider. The owner, or any other person, firm or corporation authorized by the owner, undertaking proceedings under the provisions of these regulations for the purpose of subdividing land. *(See also, Developer; Owner)*

Subdivision. Any division or redivision of land by means of mapping, platting, conveying, changing or rearranging of boundaries, or otherwise, and shall also relate to the process of subdividing or other land subdivided where appropriate to the context.

TURN-AROUND: An area at the closed end of a street with a single common point of ingress or egress (cul-de-sac) within which vehicles may reverse their direction without any backing up movements.

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VISION TRIANGLE: A triangular area in the form of an easement at the intersection of streets maintained in such a manner as to provide a safe and open line of vision for drivers of vehicles approaching the intersection. Dimensions for such vision triangles shall be determined by the standards applicable to vision triangles as defined in the City Zoning Regulations; however, such standards may be increased to reflect unusual topography, sight distance, angle of street or roadway, vegetation or intensity of traffic volumes or speed.

WATERWAY: Any natural or artificial stream, river, creek, ditch, channel, canal, conduit, culvert, drain, waterway, gully, ravine or wash in which water flows in a definite direction or course, either continuously or intermittently, and has a definite channel, bed and banks, and includes any area adjacent thereto subject to inundation by reason of overflow or flood water.

WETLAND: A land area that is saturated by surface water or ground water at frequencies and durations sufficient to support a prevalence of plant life typically adapted for life in saturated soil conditions and as defined in Section 404, Federal Water Pollution Control Act of 1972 as amended, and delineated on maps prepared by the U.S. Fish and Wildlife Service and as field verified by on-site inspection.

ARTICLE IV. PROCEDURE FOR APPROVAL OF SUBDIVISION PLATS

Section 1. Application for Subdivision Approval.

Any person desiring or required to subdivide land that is subject to the provisions of these regulations shall file with the office of the ~~City Clerk~~Zoning Administrator an application that states the name and address of the person making the application, identifies the location of land to be subdivided, and describes the proposed subdivision in general terms, including the approximate number of proposed lots and typical lot widths and depths. A proposed sketch plan of the subdivision ~~shall~~may be attached to the application. The appropriate fee shall be paid upon filing the application.

~~For any plat required by these regulations, that will consist of a total of one (1) or two (2) lots, the following expedited review process may be permitted, upon Subdivision Committee approval:~~

- ~~(1) — Waiver of the sketch plan requirements, provided the preliminary plat is submitted at the time of application;~~
- ~~(2) — Ability to submit preliminary plat and final plat, along with all additional documentations, concurrently;~~
- ~~(3) — Ability to request simultaneous approval of the preliminary plat and final plat by the Planning Commission, provided that all interested parties have been given the required 15 day response period to review plats.~~

~~Contents of plans and plats shall remain the same, as set out in Article V Contents of Plans and Plats.~~

~~All other requirements and processes shall remain the same as set out in these regulations.~~

Section 2. — Development of Sketch Plan.

~~Upon receiving an application for approval of a subdivision, the Subdivision Committee or Planning Commission shall consider the application and shall be available to confer with the subdivider to develop a mutually acceptable sketch plan of the subdivision. The sketch plan shall contain the data and information set out in Section 2, Article V of these regulations.~~

Section 3. — Failure to Agree on Sketch Plan.

~~If the subdivider meets with the Subdivision Committee and if the subdivider and the Subdivision Committee are unable to reach an agreement on the characteristics of the sketch plan, within 30 days of the date that the application for approval of a subdivision is filed, the subdivider may appeal to the Planning Commission on a determination of the characteristics of the sketch plan on which the subdivider and the Subdivision Committee have been unable to agree. The Planning Commission shall make such determination at its first regular meeting following the conclusion of the aforesaid 30 day period.~~

Section 4. — Approval of Sketch Plan.

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~~When a subdivider has received written approval of a sketch plan from the Subdivision Committee or Planning Commission, then the subdivider may proceed with the preparation of the preliminary plat.~~

Section 2. Pre-Platting Conference.

Any person desiring to subdivide land into 40 or more lots shall hold a pre-platting conference with the Zoning Administrator as a first step to filing an application for a preliminary plat. Owners of proposed subdivisions of less than 40 lots are encouraged to hold a pre-platting conference; however they may proceed with filing a preliminary plat. Arrangements for this conference shall be made by contacting the Zoning Administrator.

The purpose of this pre-platting conference is to inform the Zoning Administrator and City Staff of the possible future subdivision so that the staff may determine and inform the applicant of the effect, feasibility and compatibility of the proposal in relation to the City's utility and street system and the City's development policies and plans. The conference enables the Zoning Administrator to inform owners and their agents of the general conformance or non-conformance of the subdivision proposal with the Subdivision Regulations, additional requirements for further processing of the plan, and to advise them of applicable zoning provisions or conflicts, and special design considerations presented by particular environmental features on or affecting the site (i.e. flood plains, soil problems, high water tables, etc.), as well as the provision of adequate public facilities.

The landowner or his representative may, if he deems desirable, prepare a schematic drawing of the proposed subdivision in order to receive any pre-plat comments of the Zoning Administrator, which may prove helpful in designing the preliminary plat. The sketch plan should convey the location of the proposed development, the general layout of the proposed subdivision, including the location and size of streets and the orientation, numbers and dimensions of the lots; plans for water supply and sewage disposal, and any particular design problems posed by the existing natural or manmade conditions and characteristics of the site which could benefit from an early discussion.

The pre-platting conference may include representatives of the City of Haysville and other persons and agencies as applicable. No verbal, written or schematically illustrated statements made during the course of the conference shall be held as legally binding. No fee shall be charged for the pre-platting conference.

Section 5. Filing of Preliminary Plat.

The subdivider shall file with the Zoning Administrator such number of copies and a digital format of the preliminary plat as the Zoning Administrator may deem necessary for proper review. 30 copies of the preliminary plat shall be filed with the office of the City Clerk, or the Clerk's designee, within six months of the date that the Subdivision Committee or Planning Commission has approved the Sketch Plan. Copies of the preliminary plat and all appropriate information shall then be transmitted to the Planning Commission for appropriate action.

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Section 6. — Reserved.

Section 7. Contents of Preliminary Plat.

The preliminary plat shall contain information and data set out in Section 3, Article V of these regulations.

Section 8. Distribution and Review of Preliminary Plat.

The ~~Secretary of the Planning Commission~~Zoning Administrator, after the filing of the preliminary plat, shall make arrangements to distribute one or more copies of the preliminary plat to affected and interested governmental and public and private organizations as may be deemed appropriate for the particular proposed subdivision. Organizations receiving copies shall have 15 days to review the preliminary plat and to make their comments and recommendations to the Planning Commission. A lack of response in 15 days shall, at the discretion of the Planning Commission, signify approval, unless during this period a written request for an extension of time not to exceed 15 days is submitted to the Planning Commission.

Section 9. Action by the Planning Commission on Preliminary Plat.

The Planning Commission shall review the preliminary plat and consider the report and recommendation of the agencies, departments and persons to whom the preliminary plat has been submitted for review. The Planning Commission may also conduct a public ~~hearing~~ discussion, at which time interested persons may attend and offer evidence in support of or against such preliminary plat.

- (1) The Planning Commission shall thereupon determine on the basis of all evidence before it, whether the preliminary plat generally meets the design standards and requirements of these regulations, the development plan of the City and the zoning regulations of the City, other applicable provisions of the ordinances of the City, or the applicable zoning regulations of the unincorporated area.
- (2) If the foregoing considerations are satisfied, the Planning Commission shall approve the preliminary plat.
- (3) If the Planning Commission determines that the preliminary plat does not satisfy the foregoing conditions it may suggest modifications ~~so as to~~ satisfy such conditions and in such event;
 - a. The subdivider may amend the preliminary plat ~~so as to~~ incorporate such modifications and re-submit the preliminary plat to the Planning Commission, which shall then grant its approval if such amendments satisfactorily incorporate the suggested modifications; or
 - b. ~~If t~~~~he subdivider may reject~~s the suggested modifications or ~~takes no~~ action within the time allowed for Planning Commission action, the

~~Planning Commission will disapprove the preliminary plat, may refrain from taking any action thereon. In either event the preliminary plat shall be deemed to have been disapproved and the Planning Commission shall thereupon, and~~ furnish the subdivider a written statement setting forth the reasons for disapproval of the preliminary plat.

- (4) If the Planning Commission determines that the preliminary plat does not satisfy the foregoing conditions, ~~and that modifications would be too extensive or impractical,~~ it shall disapprove the preliminary plat and immediately ~~furnish the subdivider a statement in writing setting forth the reasons for disapproval and specifying with particularity the aspects in which the proposed preliminary plat fails to conform to the requirements of these regulations,~~ notify the subdivider of its action. ~~Notification of disapproval must be provided within 60 days after the preliminary plat was filed.~~
- (5) ~~The foregoing provisions to the contrary notwithstanding, the Planning Commission shall approve or disapprove the preliminary plat within 60 days from the date of filing of the preliminary plat or from the date the subdivider has submitted the last item of the required data, whichever date is later, unless such time is extended by mutual consent. If the preliminary plat is disapproved within 60 days thereafter, the Planning Commission shall furnish the subdivider a statement in writing setting forth the reasons for disapproval and specifying with particularity the aspects in which the proposed preliminary plat fails to conform to the requirements of these regulations.~~
- (6) The subdivider may appeal the disapproval of ~~his~~ the preliminary plat to the Governing Body. Such appeal shall be made in writing and filed with the City Clerk within 60 days after the date the Planning Commission issues its statement setting forth its reasons for disapproval of the preliminary plat.

Section 10. Failure of Planning Commission to Act on Preliminary Plat.

If the Planning Commission fails to approve or disapprove the preliminary plat within ~~the period of time set by Section 9 of Article IV of these Regulations~~ 60 days after the date it is filed, or from the date the subdivider files the last item of required data, whichever date is later, then such preliminary plat shall be deemed to have been approved, unless the subdivider shall have consented to extend or to waive such time limitations.

Section 11. Effect of Approval of Preliminary Plat.

- (1) Approval of the preliminary plat shall signify the general acceptability of the proposed subdivision and shall be considered permission to prepare the final plat and such other items as are needed or required for submission with the final plat.

- (2) Such approval shall be effective for no more than ~~six months~~ two (2) years from the date approval was granted, unless, upon an application of the subdivider, the Planning Commission grants an extension of time beyond such period. If the final plat has not been approved and recorded as required by the provisions of this regulation within such ~~six month~~ two (2) year period, or any extensions granted thereto, the preliminary plat must be re-submitted to the Planning Commission as if no such plat had ever been approved. If there are no substantive changes from the preliminary plat which was originally approved, except that no additional fee shall be charged for such re-submission.

Section 12. Filing the Final Plat.

The final ~~plat, together with 30 copies thereof, shall~~ plat shall be filed with the ~~City Clerk's Zoning Administrator's office, or Clerk's designee, and transmitted to the Planning Commission~~ within ~~six months~~ two (2) years after the date the preliminary plat is approved. The subdivider must provide both paper and digital copies of the final plat, such number and format to be designated by the Zoning Administrator to allow for proper review and government records.

Section 13. Action by the Planning Commission on the Final Plat.

The Planning Commission shall review and act upon the final plat within 60 days after it has been submitted for final approval. The Planning Commission shall approve the final plat if it is:

- (1) Substantially the same as the approved preliminary plat.
- (2) There has been compliance with all conditions, restrictions and requirements of this regulation and of all other applicable ordinances of the city.
- (3) There has been compliance with any conditions that may have been attached to the approval of the preliminary plat.

The Planning Commission shall approve or disapprove the final plat within 60 days after it has been submitted for final approval. If the Planning Commission disapproves the final plat, the subdivider shall be advised in writing of the reasons for such disapproval.

Section 14. Failure of Planning Commission to Act on the Final Plat.

If the Planning Commission fails to act on the final plat within 60 days, it shall be deemed to have been approved unless the subdivider shall have consented to extend or waive such time limitations.

Section 15. Submission to the Governing Body.

Before a final plat is recorded, it shall be submitted to the Governing Body for approval and acceptance of dedications for streets and other public ways, access controls, service and public utility easements, and any land being dedicated or established for public use, ~~and. The~~

Developers Agreement for construction and payment of streets and utilities shall also be submitted at this time-

Section 16. Action of Governing Body.

The Governing Body shall approve or disapprove the dedication of land for public purposes and the Developers Agreement within 30 days after the first meeting of the Governing Body following the date of the submission of the plat to the City Clerk. The Governing Body may defer action for an additional 30 days for the purpose of allowing for modification to comply with the requirements established by the Governing Body. If the Governing Body disapproves or defers action on the final plat, it shall advise the Planning Commission and the subdivider in writing the reason for disapproval or deferment.

Section 17. Disapproval or Deferment by the Governing Body.

In the event the Governing Body disapproves or defers action on the final plat, as referred to in Section 16, the Planning Commission shall meet with the subdivider to modify the final plat or Developers Agreement to comply with the requirements of the Governing Body.

Section 18. Failure of the Governing Body to Act on the Final Plat.

If the Governing Body fails to act on the final plat within the time period specified in Article IV, Section 16, it shall be deemed to have been approved unless the subdivider shall have consented to extend or waive such time limitation.

Section 19. Approval of Plats and Acceptance of Dedications by the County Commission.

All Final Plats outside the corporate limits of the City shall also be submitted to the Board of County Commissioners for their review and approval and for the acceptance of dedications for public rights-of-way, access controls, utility easements and other public uses.

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Section 20. Recording of Final Plat.

The Final Plat with all required signatures and in the exact form as approved by the Governing Body and Planning Commission shall be recorded with the County Register of Deeds within 30 days after approval of the Final Plat by the Governing Body, including the developer's agreement, any required restrictive covenants and any required separate instrument(s). Approval of the Final Plat by the Planning Commission and the Governing Body shall be null and void if the plat is not acceptable for recording in the office of the Register of Deeds. The cost of recording the plat and associated instruments shall be paid by the subdivider.

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Section 21. Phased Developments.

An approved Preliminary Plat may be Final Platted in pieces rather than as a whole, provided the following conditions are met:

- (1) Each Final Plat shall contain an area of sufficient size to install improvements economically. The Final Plat should, if possible, contain at least 20 lots.
- (2) Each phase must consist of one or more geographically contiguous areas.
- (3) The approval of the Planning Commission is obtained. The decision of the Planning Commission to authorize the Final Plat shall be based on the advice of the City

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Engineer and Public Works Director regarding the feasibility of installing required improvements.

(4) At least one Final Plat shall be submitted for approval within each 12 months period from the date of approval of the overall Preliminary Plat. All Final Plats for the overall Preliminary Plat shall be submitted for approval within five years from the date that the overall Preliminary Plat was approved. The Planning Commission, on written request of the subdivider, may, from time to time, grant extensions of time for submitting such Final Plats. Each such extension of time shall be for no more than one year.

(5) All steps required for the approval of a Final Plat, including the recording of the plat, shall be complied with.

Section 22. Approval of Final Plats for Small Tracts.

If a proposed plat complies with the requirements of this section, then the Planning Commission may approve a Final Plat without first approving a Preliminary Plat.

(1) Requirements. In order to qualify for approval in the manner provided for in this section, a proposed Final Plat shall comply with the following requirements:

(a) For single-family and two-family developments the plat shall contain not more than 20 lots or exceed 10 acres. For multi-family or nonresidential uses involving areas not previously platted, the plat shall be not more than five (5) acres and involve no more than 2 lots. For previously platted properties, for which the present plat was recorded not more than 24 months prior to the filing of the application for a replat of that subdivision or portion thereof, the proposed plat shall not exceed five (5) acres nor include more than five (5) lots.

(b) No public street is sought to be dedicated across the property or is contemplated to be projected through (as opposed to adjacent to) the property subject to the plat.

(c) The proposed subdivision plat shall be in the form required by Article V Section 4 of these Regulations and shall contain all the information and certificates required as part of a Final Plat, including all supplemental information.

(d) Submission of a filing fee.

(e) Submission of a vicinity map drawn to scale indicating existing topography, the location of existing utilities on or adjacent to the property, the location of existing buildings on the property and the names of owners of adjacent properties including zoning of the adjacent properties. The number of copies of the vicinity map which are required to be submitted with the Final Plat shall be determined by the Zoning Administrator.

(2) Procedures

(a) Final Plats submitted for approval pursuant to this section shall be filed with the Zoning Administrator and transmitted to the Planning Commission and affected and interested governmental, public and private organizations.

(b) The approval of Final Plats by the Planning Commission pursuant to this section shall be subject to the same requirements for a Final Plat except insofar as said requirements require prior approval of, or compliance with, an approved Preliminary Plat.

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**ARTICLE V.
CONTENTS OF PLANS AND PLATS**

Section 1. Engineering Accuracy.

Plats shall be prepared with the following accuracy:

- ~~(1) Sketch plans shall be to scale. They may be submitted in free hand form.~~
- ~~(2)~~(1) Preliminary plats shall be drawn to scale with such accuracy as to determine the location of a lot, block, property and boundary lines, utility and other facilities, to the nearest foot.
- ~~(3)~~(2) Final plats shall be prepared with the accuracy required for traverse data. The following sheets or drawings shall be submitted with the final plat:
 - a. Traverse data, for the plat, including the coordinates of the boundary of the subdivision with the error of closure. The error of closure for a perimeter distances less than ten thousand (10,000) feet in length, the error of closure shall be less than one (1) in ten thousand (10,000).
 - b. The computation of all distances, angles and courses that are shown on the final plat.
 - c. All stakes, monuments or other evidence found on the ground in use to determine the boundaries of the plat.

Section 2. Contents of Sketch Plan.

~~The sketch plan shall show the location of the proposed subdivision (vicinity map), the proposed layout of streets, lots and other features of the subdivision in relation to existing conditions, proposed use of land, proposed parks, playground and other public areas. The subdivider shall submit with the sketch plan:~~

- ~~(1) A statement describing the covenants and available community features and utilities on and adjacent to the property to be subdivided;~~
- ~~(2) A statement of the approximate number of lots the subdivision will contain, together with the typical proposed lot width and depth.~~

Section 3. Contents of Preliminary Plat.

The preliminary plat shall be drawn at a scale of one inch equals 100 feet. A variation in scale may be allowed where the Planning Commission determines it is necessary for a proper exhibit of the subdivision. The following general information shall be shown on the preliminary plat:

- (1) The proposed name of the subdivision. This name shall not duplicate or resemble the name of any existing subdivision within the area subject to these regulations.

- (2) Date of preparation, north point, and scale of drawing.
- (3) An identification clearly stating that the map is a preliminary plat.
- (4) Location of the subdivision by measured distance to a government- section corner to define the location and boundaries of the tract that will be subdivided.
- (5) Names of adjacent subdivisions or, in the case of unplatted land, the name of the owner or owners of adjacent property.
- (6) The name and address of the owner, the subdivider, and the registered land surveyor or engineer who prepared the plat.
- (7) The following existing conditions shall be shown on the preliminary plat:
 - a. The location, width and names of all existing public or private streets within or adjacent to the tract, together with easements, railroad rights-of-way and other important features such as section lines and corners, city boundary lines and monuments.
 - b. Contour lines or spot elevations based on North American Vertical Datum 1988 (NAVD88) having the following intervals:
 - i. Two foot contour intervals for ground slopes less than 10 percent
 - ii. Five foot contour intervals for ground slopes exceeding 10 percent
 - iii. Spot elevations where the ground is too flat for contours.The date of the topographic surveys shall be shown.
 - c. The location and direction of all water courses and areas subject to flooding, including floodway and flood fringe areas, and base flood elevations, where required by Section 2, Article VI.
 - d. Natural features such as rock outcroppings, marshes, lakes, wooded areas, and isolated preservable trees.
 - e. Existing use of the property including the location of all existing structures showing the location of those that will be removed and those that will remain on the property after the final plat is recorded.
 - f. The horizontal location, within the subdivision and in the adjoining streets and property, of existing sanitary and storm water sewers

- including flow lines, water mains, culverts, drain pipes, underground wiring, and gas lines proposed to serve the property to be subdivided.
- g. Zoning on and adjacent to the tract, if any.
 - h. Location, elevation and description of the benchmark controlling the vertical survey.
- (8) The following information with respect to the manner in which the tract is to be subdivided and developed shall be included on the preliminary plat:
- a. Streets and sidewalks, showing the location, width and names and approximate grades thereof. The preliminary plat shall show the relationship of all streets and sidewalks to any projected streets and sidewalks shown, or to any related Master Plan adopted by the Planning Commission, or Governing Body; or if no such Master Plan has been completed, then as suggested by the Planning Commission.
 - b. Easements showing width and purpose.
 - c. Lots showing approximate dimensions, minimum lot sizes and proposed lot and block numbers.
 - d. Sites, if any, to be allocated for development with other than single family dwellings.
 - e. Sites, if any, to be dedicated or reserved for park, playground or other public purposes.
 - f. Proposed building setback lines, if any, but not less than current applicable zoning regulations.
 - g. Location and type of utilities to be installed including provision for storm water drainage.
 - ~~f.h.~~ Street names which do not duplicate any heretofore used in the City or its environs, unless the street is an extension of or in line with an already named street, in which event that name shall be used. Appropriate prefixes and suffixes which provide relative direction and type of street should accompany such names. Street names shall be subject to the approval of the Planning Commission and follow the applicable City's or County's Street Naming and Property Numbering Policy, if adopted. Property numbers are assigned by the City or County depending upon the agreed upon jurisdictional policy.
- (9) Additional data and information to be submitted with the preliminary plat. The following data and information shall be submitted in separate statements

and/or maps accompanying the preliminary plat, or, if practical, such data and information may be shown on the preliminary plat:

- a. A vicinity map showing existing subdivision, streets and unsubdivided tracts adjacent to the proposed subdivision and showing the manner in which the proposed streets may be extended to connect with existing streets. Such vicinity map shall also include a location map that identifies the area of the municipality in which the tract to be subdivided is to be located.
 - b. A copy of any existing or proposed deed restrictions or covenants that affect the property, in outline form.
 - c. A statement as to the general nature and type of improvements proposed for the subdivision, and in what manner the subdivider intends to finance and provide for their installation, e.g., petition, actual construction, fiscal guarantee, etc. If other than by petition, the approximate time that such improvements will be completed should be indicated. If ~~the latter~~ by petition, the statement shall contain sufficient detail with respect to the proposed improvements to permit a determination to be made with respect to whether such improvements will comply with this regulation and other applicable statutes, ordinances and regulations. If the nature of the improvement is such that it is not practical to prepare and submit all necessary details prior to the approval of the preliminary plat, then the Planning Commission may waive the submission of such details provided that the additional data is submitted at least 30 days prior to the date that approval of the final plat is requested.
 - d. A drainage concept showing the means by which storm waters shall be accepted from adjacent properties, handled internally and drained from the tract, to include an analysis of adjacent properties.
- ~~e.~~ A traffic impact study may be required at the discretion of the Zoning Administrator or the Planning Commission.

Section 4. Contents of Final Plat.

The final plat shall be prepared by a registered land surveyor and drawn in waterproof black on Mylar or its equivalent. Alternatively, a final plat may be prepared with a photographic process provided it is submitted on .004 inch polyester photographic film such as Mylar or its equivalent. The page or sheet size shall be 24 by 36 inches or smaller. Larger sizes will not be accepted. The scale shall be 100 feet to one inch. A variation in scale may be allowed where the Planning Commission determines it is necessary for a proper exhibit of the subdivision. When more than one sheet is used for any plat, each such sheet shall be numbered consecutively and each such sheet shall contain a notation showing the whole number of sheets in the plat and its relation to other sheets (e.g., 1 of 3 sheets.) Linear

dimensions shall be given in feet and decimal of a foot. The following information shall be shown on the final plat:

- (1) The name of the subdivision.
- (2) The date of preparation, scale, north point, legend and controlling topography; and physical features such as water courses, highways and railroads.
- (3) A legal description of the tract ~~boundaries~~boundary.
- (4) The name of the owners and the registered land surveyor.
- (5) Reference points of existing surveys identified, related to the plat by distances, angles and bearings.
 - a. ~~Government Section~~ corners and/or adjoining corners of all adjoining subdivisions, or corners of existing plats, when a replat.
 - b. Section, township and range.
 - c. When the city or county has established the centerline of the street adjacent or within the proposed subdivision, the location of such centerline and monuments found or reset shall be shown.
 - d. All other monuments required to be installed by the provisions of ~~this regulation~~these regulations.
- (6) Tract boundary, block boundary, street and other right-of-way lines with distances and angles and/or bearings. Where these lines follow a curve (all curves must be circular). The central angle, the radius, points of curvature, length of curve and length of intermediate tangents shall be shown.
- (7) Lot lines with dimensions. Side lot lines shall be at right angles or radial to street lines unless otherwise shown. Rear lot lines shall be parallel to block of tract lines unless otherwise indicated. Points of deflection of rear lot lines shall be indicated by angles and distances.
- (8) The width of the portion of the streets being dedicated and the width of any existing right-of-way. The centerline of streets which are adjacent to the perimeter of the subdivision shall be indicated.
- (9) All easements shall be denoted by fine dash lines, clearly identified as to purpose, and if already on record, the recorded reference of such easements. If an easement is not definitely located of record a statement of such easement shall be included. The width of the easements, with sufficient ties to locate it definitely with respect to the subdivision must be shown. If the easement is being dedicated by the map, it shall be properly referenced in the owner's

certificate of identification. Rear easements shall be labeled as drainage and utility easements when necessary.

- (10) Lot numbers beginning with the number one, and numbered consecutively in each block. The numbers shall be solid and of sufficient size and thickness to stand out, and so placed as not to obliterate any figure.
- (11) Block letters continuing consecutively without omission or duplication throughout the subdivision. The letters shall be solid, of sufficient size and thickness to stand out, and so placed as not to obliterate any figure.
- (12) Land parcels to be dedicated for any purpose, public or private, to be distinguished from lots or tracts intended for sale. If the plat proposes the creation of reserves, the text shall state the purposes of the reserve, as well as, who will own and be responsible for the maintenance of reserves. Future ownership and maintenance responsibilities for a reserve may also be documented by a restrictive covenant filed with the register of deeds that provides that a homeowners association, or similar entity, will hold title to the reserve and therefore be responsible for the reserve's maintenance.
- (13) Building setback lines, if any.
- (14) The name of each street shown on the subdivision plat or adjacent to its perimeter-
- (15) The location and elevation of permanent on-site and off-site benchmarks if the plat is establishing minimum building pad or lowest floor elevations. When the establishment of minimum building pad or lowest floor elevations are required, the required elevations shall be referenced in NAVD88 on the face of the plat. The platting of the minimum building pad or lowest floor elevations shall also be noted in the plat's text
- (16) If street rights-of-way, building setbacks, access controls, minimum building pad elevations, public easement or other public reservations are being vacated by the plat, proper reference to K.S.A. 12-512b, amended, shall be made in the plat's text.

~~(16)~~(17) _____

(18) The following certificates, which may be combined where appropriate:

~~(17)~~(19) All names required on plat certificates must be typed or clearly printed below the signature.

~~a-~~ A certificate signed and acknowledged by all parties having any record, title, or interest in the land subdivided, and consenting to the preparation and recording of the said subdivision map.

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~~b~~.a. A certificate signed and acknowledged as above, dedicating all parcels of land shown on the final plat and intended for any public use except those parcels which are intended for the exclusive use of the lot owners of the subdivision, their licensees, visitors, tenants and servants. If the subdivision abuts or is within 100 feet of any FEMA-regulated floodplain or regulatory floodway, the dedicating certificate shall also recite that, "FEMA floodplain and regulatory floodway boundaries are subject to periodic change, and such change may affect the intended land use within the subdivision."

e.b. A certificate signed by the registered land surveyor responsible for the survey and final map. The land surveyor shall not sign the plat until all monuments, irons, or benchmarks required by these regulations, have been set. The signature of the surveyor shall be accompanied by his seal and shall state the month and year the survey was made.

~~d~~.c. The acknowledgment of a notary in either of the following forms:

i. For acknowledgement in an individual capacity:

State of Kansas, County of Sedgwick, SS:

This instrument was acknowledged before me on (date) by name(s) of person(s).

Seal or stamp _____, Notary Public
(Signature of Notarial Officer)

My commission expires: _____

ii. For an acknowledgement in a representative capacity:

State of Kansas, County of Sedgwick, SS

This instrument was acknowledged before me on (date) by name(s) of person(s) as (type of authority, e.g., officer, trustee, president, etc.) of (name of party on behalf of whom instrument was executed) on behalf of (company, partnership, trust, etc.)

Seal or stamp _____, Notary Public
(Signature of Notarial Officer)

My commission expires: _____

e.d. The certificate of the Planning Commission in the following form:

This plat of _____
~~has been submitted to and~~ was approved by the Haysville City

Planning Commission, ~~Haysville, Kansas, and is hereby transmitted to the City Council of the City of Haysville, Kansas, with the recommendation that such plat be approved as proposed. On _____, 20_____.~~

Dated this _____ day of _____,
Signed: _____, 20_____

Haysville Planning Commission

_____, Chairperson
(Typed Name)

ATTEST:
_____, Secretary
(Typed Name)

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f.e. The approval of the City Attorney as required for additions to or within the City of Haysville under K.S.A. 12-401 et. seq in the following form.

~~The title evidence of the land included in this plat has been reviewed by me and this plat approved the _____ day of _____, _____. This plat is approved pursuant to the provisions of K.S.A. 12-401.~~

Date Signed: _____, 20_____

_____, City Attorney
(Typed Name)

g.f. The approval and acceptance of dedications by the Governing Body in the following form:

This plat approved and all dedications shown hereon, if any, are accepted by the City Council of Haysville, Kansas, this _____ day of _____, ~~20_____.~~

_____, Mayor
(Typed Name)

(SEAL)

ATTEST:

_____, City Clerk
(Typed Name)

h.g. The acceptance of dedications by the Board of County Commissioners of Sedgwick County for plats outside of the city limits in the following form:

~~This plat approved and all The~~ dedications shown hereon, if any, are accepted by the Board of County Commissioners of Sedgwick County, Kansas, ~~this~~ _____ day of _____, ~~on~~ _____, 20_____.

(SEAL) _____, Chairman
(Typed Name)

ATTEST:

_____, County Clerk
(Typed Name)

~~i.h.~~ A blank space for noting entry on the transfer record in the following form:

Entered on transfer record this _____ day of _____, _____.

_____, County Clerk
(Typed Name)

~~j.i.~~ The certificate of the Register of Deeds in the following form:

State of Kansas, County of Sedgwick, SS

This is to certify that this instrument was filed for record in the Register of Deeds Office on the _____ day of _____, _____, at _____ o'clock and is duly recorded.

_____, Register of Deeds
(Typed Name)

_____, Deputy
(Typed Name)

~~k.j.~~ Provision for all other certifications, approvals and acceptances that are now, or that may hereafter be, required by any statute, ordinance or regulation.

~~k.~~ The form of certificates may be modified as necessary with the approval of the Planning Commission and the City Attorney to meet Kansas State requirements.

~~l.~~

~~f.m.~~ Subdivisions which lie outside the City limits for which requests have been made for the extension of one or more City utility services shall agree to a waiver of protest of potential future annexation by a statement reading, "Owners of lands within this subdivision do hereby bind themselves to waive any protest to annexation by the City of Haysville", which shall be shown on the final plat, and shall be restated by a restrictive covenant.

~~m.~~ The Certificate of the Deputy County Surveyor in the following form:

~~Reviewed in accordance with K.S.A. 58-2005 on this ____ day of _____, _____~~

_____, Deputy County Surveyor
(Typed Name) _____ Sedgwick County, Kansas

~~(18)~~(20) Supplemental information to be submitted with final plat. The following additional data shall be submitted with the final plat.

- a. A title report by an abstract or title insurance company, or an attorney's opinion of title, showing the name of the owner of the land and all other persons who have an interest in, or any encumbrance on the plat. The consent of all such persons shall be on the plat.
- b. A certificate showing that all taxes due and payable have been paid in full, or if such taxes have been protested as provided by law, monies or other sufficient escrows guaranteeing such payment of taxes in the event the protest is not upheld, may be placed on deposit with such officials or governing bodies to meet this requirement.

~~e.~~ A list identifying the amount of square feet within each lot and reserve within the perimeter of the final plat.

~~d.c.~~ A copy of any deed restrictions or covenants applicable to the subdivision.

~~e.d.~~ A developers agreement to be approved, accepted and recorded.

~~f.~~ An electronic copy of the plat in a format designated by the Public Works Director.

~~g.e.~~ A drainage plan shall be submitted to the appropriate engineer prior to, or at the time of, submitting the final plat for approval, to include analysis of surrounding properties.

The Subdivision plat shall clearly state that a drainage plan has been developed for the subdivision and that all drainage easements, rights-

of-way, or reserves shall remain at the established grades or as modified with the approval of the applicable City or County Engineer, and unobstructed to allow for the conveyance of storm water.

ARTICLE VI. DESIGN STANDARDS

Section 1. Principles of Acceptability.

The subdivision shall be in conformity with any development plans of the City of Haysville or of the Metropolitan Area, and shall take into consideration any preliminary plans made in anticipation thereof. The subdivision shall conform with the requirements of state laws and the standards established by these regulations.

Section 2. Land Subject to Flood.

- (1) Whenever a subdivision of land, including platting for manufactured home parks and other developments on one-lot plats, is located on flood prone land identified on a Flood Insurance Rate Map(s) (F.I.R.M.) prepared by the Federal Emergency Management Agency, the following requirements shall apply: (See Ordinance 912 for Model Floodplain Management.)
 - a. Show on the preliminary and final plats the boundary lines and elevations for both floodway, if any, and base flood (100-year flood level); and
 - b. Assure that (a) all such subdivisions are consistent with the need to minimize flood damage, (b) all public utilities and facilities, such as sewer, water, gas and electrical systems are located, elevated and constructed to minimize or eliminate flood damage, and (c) adequate drainage is provided so as to reduce exposure to flood hazards.

~~(2)~~ All plats should be designated in North American Vertical Datum 1988 (NAVD88) and City Datum to conform to the National Flood Insurance Program Studies.

~~(2)~~(3) Where a subdivision is traversed by a watercourse such as a drainage way, channel or stream, there shall be provided a drainage reserve conforming substantially with the lines of the watercourse and such further width as will be adequate for the purpose. Streets or parkways parallel to major watercourses may be required. Watercourses will be concreted or vegetated with adapted perennial grasses or otherwise stabilized to prevent soil erosion and sediment movement by wind or water. Drainage reserves shall be the responsibility of the individual lot owner or subdivider homeowners association until such time as the applicable Governing Body exercising jurisdiction elects to assume the responsibility for maintenance and improvement of the drainage within said floodway or reserve provided further, that no building shall be constructed on or within said reserve nor shall any fill, change of grade, creation of channel or other work be carried on

without the permission of the applicable Governing Body exercising jurisdiction and applicable state agencies. The plat shall clearly indicate ownership and maintenance responsibilities.

Section 3. Access.

- (1) All lots located in any subdivision shall be served directly by a public street, except that private streets may be permitted as a part of a plat approved by the governing body. Private streets may be permitted to serve an unplatted tract, parcel or platted lot if there is an irrevocable covenant of record to provide for the perpetual ownership, continuance and maintenance of the private street. The covenant must be approved by the governing body whose engineer approves streets.
- (2) Compliance with access control methods consistent with published KDOT standards ~~and the South Broadway Corridor Plan~~ shall be required for any subdivision or plat located adjacent to South Broadway (US-81).

(3) All lots located in any subdivision must contain at least 30 feet of frontage for driveways directly connected to an opened public street and not across the land of others. Flag lots are not permitted, unless warranted by an unusual shape of the land or the ownership of property.

(4) All street, alleys, driveway access connections made to arterial streets must be limited and approved by the City Engineer.

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Section 4. Parks, Playgrounds, Open Space, Schools, Streets and Public Facility Sites.

Proposed subdivision land should provide open spaces suitably located and of reasonable size for parks, playgrounds, play lots and other recreational areas as well as reservation of land for school sites, fire stations sites, other public facilities and future streets (such as freeways or expressways). ~~The Planning Commission, based on the Master Plan, may require as a condition precedent to approval of any subdivision plat:~~

- ~~(1) That said subdivider shall dedicate to the appropriate public body, agency, or authority, an area of land not to exceed 10 percent of the tract being subdivided, for parks, playgrounds, open space, or other public facilities. The subdivider may make payment to the city in lieu of dedicating 10 percent of the subdivided land, providing this payment is equal in value to the estimated acreage value of 10 percent of the total subdivision. Determination of the land value for making in lieu of payments will require an appraisal to be presented to the Planning Commission for their concurrence. The fund that accumulates from payments in lieu of dedication shall be expended by the Governing Body for the acquisition of public land in accordance with the City's Master Plan related to open space or public facilities. The method of payments in lieu of~~

~~dedication of land shall be established prior to final approval of the plat. The need for public open space is related to population density, an area of higher density requires a greater percentage of land for uses such as parks and other public facilities. Therefore, the decision reached by the Planning Commission regarding whether to accept an in lieu of payment should be based in large part on the number of lots (proposed dwelling units) being proposed in the subdivision. Adequate provisions should be made to allow for public open space displaced throughout residential areas of the city.~~

~~(1) Land for Public Facility Sites. Public agencies using the Comprehensive Plan as a guide may use the following procedure for acquiring sites for public facilities which does not preclude voluntary dedication and mutual negotiations for land or the use of the condemnation laws of the State:~~

~~(2) (a) The subdivider offers to sell to the appropriate public body, agency or authority, lands, sites and locations for parks, recreational areas, schools, fire stations or other public facilities. As soon as the preliminary plat has been received and reviewed, the Planning Commission shall give 45 days notice to the public body, agency or authority that it appears that lands should be considered for public acquisition. If within that 45 days the body receiving notice fails to act or submits a negative report on acquisition, then the subdivision and design thereof shall be treated as if no such request for land had been made.~~

~~(2)(3) (b) If the body receiving notice replies in writing that they desire to acquire land within the subdivision, they shall have an additional 45 days after making such reply to make arrangements for such land acquisition.~~

~~(4) (c) The time allocated for making the above determination may be extended with the mutual consent of the subdivider and the agency involved.~~

~~(5) Land for Open Space. The following conditions may be required as part of the approval of any subdivision plat:~~

~~(6) (a) That said subdivider shall dedicate to the appropriate public body, agency, or authority, an area of land not to exceed 10 percent of the tract being subdivided, for parks, playgrounds, open space, or other public facilities.~~

~~(7) (b) The subdivider may make payment to the city in lieu of dedicating 10 percent of the subdivided land, providing this payment is equal in value to the estimated acreage value of 10 percent of the total subdivision. Determination of the land value for making in lieu of payments will require an appraisal to be presented to the Planning Commission for their concurrence. The fund that accumulates from payments in lieu of dedication shall be expended by the Governing Body for the acquisition of public land in accordance with the City's Master Plan related to open space or public~~

facilities. The method of payments in lieu of dedication of land shall be established prior to final approval of the plat. The need for public open space is related to population density, an area of higher density requires a greater percentage of land for uses such as parks and other public facilities. Therefore, the decision reached by the Planning Commission regarding whether to accept an in lieu of payment should be based in large part on the number of lots (proposed dwelling units) being proposed in the subdivision. Adequate provisions should be made to allow for public open space displaced throughout residential areas of the city.

- (8) (c) The subdivider may choose to include private parks, playgrounds, and/or open space as a part of the residential subdivision. These regulations do not include any minimum requirements regarding acreage or level of improvement for such facilities. However, in order to help meet the recreation needs of the future residents, subdividers are encouraged to provide such private facilities in their developments, or alternatively, to enter into partnership agreements with the applicable governing body, with the costs of providing land and making improvements to public parks, playgrounds and/or open space within the subdivision being shared equitably between the subdivider and the governing body.

Land Subject to Excessive Erosion by Wind or Water.

(3) — On land subject to excessive soil movement by the forces of wind and/or water and that may cause environmental health hazards, necessary preventive measures shall be a part of the subdivision plat. Conservation standards adopted by the County Conservation District shall be adhered to.

Section 5. Specific Standards. Streets Layout and Design.

- (1) The arrangement, character or type, extent, and location of all streets shall conform to the Master Plan and shall be considered in their relation to existing and planned streets, topographical conditions, to public convenience and safety, and their appropriate relation to the proposed uses of the land to be served by such streets.

~~Where such is not shown on the Master Plan, the arrangement of streets shall be considered in their relation to existing and planned streets, topographical conditions, to public convenience and safety, and their appropriate relation to the proposed uses of the land to be served by such streets.~~

Where such is not shown on the Master Plan, the arrangement of streets in a subdivision shall meet the following criteria or standards:

- a. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or,

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- b. Conform to a plan for the neighborhood approved or adopted by the Planning Commission to meet a particular situation where topographic or other conditions make continuance or conformance to existing streets impracticable.
- (2) Local streets (~~residential~~) shall be laid out so that their use by through traffic will be discouraged.
- (3) If a subdivision abuts or contains an existing or proposed limited access highway or arterial street, the Planning Commission may require marginal access streets. reverse frontage lots with access control provisions along the rear property line, deep lots with rear service alleys such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic shall be provided.
- (4) If a subdivision borders on, or contains a railroad right-of-way or a limited access highway, the Planning Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.
- (5) Reserve strips controlling access to streets shall be prohibited except where their control is placed with the applicable Governing Body under conditions approved by the Planning Commission.
- (6) Street jogs ~~are to be avoided~~ on arterial and collector streets must conform to the requirements of the Kansas Department of Transportation (KDOT) Access Management Policy. On local streets with a right-of-way of 64 feet or less, centerline offsets of less than 150 feet shall be avoided.
- (7) ~~Future extension of streets. Where necessary to give access to or permit a satisfactory future subdivision of adjoining land, streets shall be extended to the boundary of the subdivision and the resulting dead end streets may be approved, without a turnaround.~~When a proposed subdivision is adjacent to unplatted property, the platting of stub streets, to provide future access to the adjacent unplatted tract, shall be provided. If the adjacent unplatted tract is planned for development of a use not compatible with the property being subdivided, the requirement for stub street dedications may be waived. If the length of the stub street is greater than 150 feet, a temporary turnaround shall be platted or established by separate instrument. If platted, the plattor's text shall indicate that the turnaround will be automatically vacated upon extension of the street.
- (8) Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect any other street at less than 80 degrees.

~~(9) Street rights of way shall be construed to be centerline measurements. Street rights of way and roadway widths shall be as follows, except as designated by the Planning Commission.~~

~~a. All Subdivisions within the City of Haysville, or within its subdivision jurisdiction as designated by map or in any plat having multiple type sanitary sewer service.~~

Street Type	Street Right of Way	Roadway Width*
Section Line Roads, US Highways, and Arterials	120 feet, except that 150 feet of the right of way shall be required within 350 feet from the intersection of a section line or centerline with any other street.	48 feet and up Or per County Engineer for areas located outside the City Limits.
Major Local Arterial	120 feet except that 150 feet of the right of way shall be required within 350 feet from the intersection of the centerline of an arterial street with any other street.	48 feet and up
Minor Local Arterial	100 feet except that 150 feet of the right of way shall be required within 350 feet from the intersection of the centerline of an arterial street with any other street.	48 feet and up
Collector	80 feet	35 feet
Local, Residential: Single, two, three and four family dwellings on continuous street more than 3 blocks in length.	64 feet	35 feet
Local, Residential: Street to be no more than 3 blocks in length with a maximum of 24 single family lots (12 each	58 feet	29 feet

side) per block and a covenant providing for 4 off street parking spaces per dwelling unit on each lot

Local Residential: Street to be no more than 1 block in length with a maximum of 24 single-family lots (12 each side). Cul de sacs no longer than 300 feet to the center of the turnaround radius. A covenant providing for 4 off street parking spaces per dwelling unit on each lot shall be submitted	50 feet	21 feet
Local, for business commercial and industrial areas	64 feet	35 feet
Alley (if required)	25 feet	25 feet
Sidewalks	N/A	6 feet

*Face to face curb

b. All other subdivision not included in sub-paragraph (a) above:

Street Type	Street Right of Way	Roadway Width*
Collector, or industrial or Commercial two moving lanes (17.5) plus shoulder, ditches and border area	80 feet	41-47 feet including shoulder
Residential two moving lanes (12.5) plus shoulder, ditches and border area	70 feet	35 feet including shoulder

~~(9)~~

~~(10) Street right-of-way requirements for other than arterials shall be determined by the total aggregate needs for the functional components for the particular system being considered. The total aggregates shall be in increments of even~~

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feet, even numbers only. The components involved shall be as follows depending upon the urban or rural type of characteristics of the street needed based on land use, traffic and density:

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(11) (a) Moving or traffic lanes may be variable from 9 to 12 feet depending on function, e.g., low density residential, cul-de-sac residential, collector, industrial, etc., and on design speed of the roadway. A moving lane may utilize a portion of the surface of certain types of curb construction.

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(12) (b) Parking lanes for on-street storage of vehicles shall be at least 8 feet in width. For computation purposes, up to two feet for curb or shoulder may be included as part of the parking lane.

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(13) (c) Curbs shall be considered to require 2.5 feet irrespective of construction type.

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(14) (d) Shoulders for rural type roadways shall be not less than 3 feet in width.

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(15) (e) Parking strips for streets shall be at least 14 ½ feet in width from the back of curb to the right-of-way line. This area shall be used for the installation of utilities, street signs, street lights, traffic control devices, fire hydrants, sidewalks, driveways, street furniture, street trees from an approved City list and to provide a transition area in grades, if necessary, between the roadway and the property adjacent to the right-of-way. Ditches and border strips for rural type roads shall be variable in width based on drainage, utility installations and other needs.

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(16) (f) Based on the above general criteria, street right-of-way and roadways shall be calculated from the following guidelines:

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<u>URBAN AREA</u>	<u>Street Right-of-Way</u>	<u>Roadway Width*</u>
<u>Section Line Roads, US Highways, and Arterials</u>	<u>120 feet, except that 150 feet of the right-of-way shall be required within 350 feet from the intersection of a section line or centerline with any other street.</u>	<u>48 feet and up Or per County Engineer for areas located outside the City Limits.</u>
<u>Major Local Arterial</u>	<u>120 feet except that 150 feet of the right-of-way shall be required within 350 feet from the intersection of the centerline of an arterial street with any other</u>	<u>48 feet and up</u>

	<u>street.</u>	
<u>Minor Local Arterial</u>	<u>100 feet except that 150 feet of the right-of-way shall be required within 350 feet from the intersection of the centerline of an arterial street with any other street.</u>	<u>48 feet and up</u>
<u>Collector</u>	<u>80 feet</u>	<u>35 feet</u>
<u>Local, Residential: Single, two, three and four-family dwellings on continuous street more than 3 blocks in length.</u>	<u>64 feet</u>	<u>35 feet</u>
<u>Local, Residential: Street to be no more than 3 blocks in length with a maximum of 24 single-family lots (12 each side) per block and a covenant providing for 4 off-street parking spaces per dwelling unit on each lot</u>	<u>58 feet</u>	<u>29 feet</u>
<u>Local Residential: Street to be no more than 1 block in length with a maximum of 24 single-family lots (12 each side). Cul-de-sacs no longer than 300 feet to the center of the turnaround radius. A covenant providing for 4 off-street parking spaces per dwelling unit on each lot shall be submitted</u>	<u>50 feet</u>	<u>21 feet</u>
<u>Local, for business commercial and industrial areas</u>	<u>64 feet</u>	<u>35 feet</u>
<u>Alley (if required)</u>	<u>25 feet</u>	<u>25 feet</u>

Sidewalks N/A 6 feet

RURAL AREA Street Right-of-Way Roadway Width*

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Collector, or industrial or Commercial – two moving lanes (17.5) plus shoulder, ditches and border area 80 feet 44 47 feet including shoulder

Residential – two moving lanes (12.5) plus shoulder, ditches and border area 70 feet 35 feet including shoulder

(17) * Face to Face Curb

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~~(18)~~ NOTE: These widths may be modified by the Planning Commission on a showing that special conditions exist such as drainage and utility requirements, safe and efficient traffic and pedestrian movement, intersection design, etc. In applying these standards, workable street systems must be established. When a pattern of widths based on function for a given area has been established, the pattern shall be followed until another system can be established or ties into a collector or arterial system. Access control and acceleration and deceleration lanes may be required to properly handle traffic flow and to protect the carrying capacity of the street.

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~~(19)~~ For streets and roadways on the Functional Classification System of the County, prevailing design standards shall apply.

~~(10)~~(20) Dead-end streets, designed to be so permanently, shall not be longer than seven times the average lot width or 500 feet, whichever is less, and shall have a turnaround at the closed end that has an outside roadway diameter of at least 80 feet and a street property line diameter of at least 110 feet. In the unincorporated areas of jurisdiction the turnaround at the closed end of a street shall have an outside roadway diameter of at least 75 feet and a street property line diameter of at least 150 feet (as per standards set forth by the County Engineer.)

~~(11)~~ Roadway grades, wherever feasible, shall not exceed the following with due allowance for reasonable vertical curves:

<u>Roadway Type</u>	<u>Percent Grade</u>
<u>Arterial</u>	<u>3%</u>
<u>Collector</u>	<u>4%</u>
<u>Local</u>	<u>5%</u>
<u>Marginal Access</u>	<u>5%</u>

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No roadway grade shall be less than 0.32-4 percent unless approved by the appropriate engineer. Greater percentages of grade may be required where necessary to provide adequate drainage.

~~(11) Half-streets shall be avoided, except for arterial streets and collector streets where applicable, or where they are essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations; or, when the Planning Commission finds that it will be practicable to require the dedication of the other half of the street when the adjoining property is subdivided. Whenever a half-street, or portion thereof, exists and is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract. No construction of the roadway shall occur until the full right-of-way is provided.~~

Section 6. Alleys.

- (1) Alleys shall be provided in commercial and industrial districts, except that the Planning Commission may waive this requirement where other definite and assured provision is made for service access, such as off-street loading, unloading and parking spaces consistent and adequate for the uses proposed. Alleys in residential districts are to be discouraged.
- (2) When provided, the width of an alley should be 25 feet.
- (3) Alley intersections and sharp changes in alignment shall be avoided, but where necessary, a turning radius shall be provided to permit safe vehicular movement.
- (4) Dead-end alleys shall be avoided where possible, but if unavoidable, such alleys shall be provided with adequate turnaround facilities at the dead-end.

Section 7. Blocks.

- (1) The lengths, widths and shapes of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable for the special needs of the type of use contemplated.
 - b. Zoning requirements as to lot sizes and dimensions, off-street parking and loading, etc.
 - c. Need for convenient access, circulation, control and safety of street traffic.
 - d. Limitations and opportunities of topography.

- (2) A block should not exceed 1,200 feet in length, unless such block is adjacent to a limited access highway or arterial street or unless the previous adjacent layout or topographical conditions justify a variation of this requirement.
- (3) All blocks should be so designed so as to provide two tiers of lots, unless a different arrangement is required by other physical limitation such as railroads, streams, etc.
- (4) Blocks may be irregular in shape, provided they are harmonious with the overall pattern of blocks in the proposed subdivision, and provided their design meets the requirements of lot standards, traffic flow and control considerations, and development plan requirements.
- (5) In blocks of 800 feet or more in length, a ~~public crosswalk~~ pedestrian access easement for pedestrian travel may be required to provide access to public or private facilities such as schools or parks. ~~Such crosswalk~~ The pedestrian access easement shall have a right-of-way not less than 10 feet, and extend entirely across such block at approximately the mid point of the length of such block. A sidewalk shall be placed along the length of such right-of-way and constructed in accordance with the requirements for sidewalk improvements.

Section 8. Lots.

- (1) The lot size, width, depth, shape and orientation shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
- (2) The maximum depth of all residential lots shall not exceed two and one-half times the width thereof. For all other lots, the depth shall not exceed three times the width.
- (3) The minimum widths of residential lots measured as that required by zoning regulations.
- (4) Where lots front upon a cul-de-sac or curved street having a radius of 200 feet or less, the minimum lot widths set forth in Subparagraph (3) above, shall be measured at the building setback line along an arc parallel to the right-of-way of such cul-de-sac or curved street. Such lots shall also be laid out so that their lot frontages, as measured on the arc of such right-of-way line, is not less than 50 percent of the required lot width measured at the building setback line.
- (5) The area of the street right-of-way shall not be included and calculated in the area of the lot with respect to minimum lot area requirements of these regulations or of any zoning ordinance applicable to the property. Lots shall be required to have more than the minimum area dimensions provided for in this section where such greater area or dimensions are required to meet the yard requirements of the zoning ordinance.

- (6) There shall be no double frontage lots for individual dwellings (e.g., single and two family units); except where the lots abut upon a limited access highway or arterial street or where the topography of the land prevents reasonable subdivision in small units. Double frontage lots shall not have vehicular access between such lots and an abutting limited access highway or arterial street.
- (7) The depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
- (8) Corner lots for residential use shall have extra width to permit appropriate building setback ~~for an orientation to both streets~~ from the side street.
- (9) For lots adjacent to or near local platted floodways, or in areas of inadequate drainage, the platting of a minimum building opening elevation shall be required. For lots in the mapped floodplain, the platting of the lowest floor shall be required. The minimum building opening elevation shall be expressed in NAVD88. The elevation requirement shall be indicated on the face of the plat as well as referenced in the plat's text.
- ~~(10) Because of the likelihood that a tornado will strike within the lifetime of a building, it is recommended that all buildings have hurricane/tornado straps installed. For lots intended to develop with slab on grade residential structures, it is recommended and encouraged that tornado shelters are provided and/or FEMA safe rooms incorporated into the building plans.~~
- ~~(11) Lots located at an arterial street intersection or at an intersection with an acute angle, which in the opinion of the Planning Commission is likely to be dangerous to traffic movement, shall have a radius of 50 feet at the intersection of street rights-of-way.~~
- ~~(12) For lots adjacent to railroad tracks, "complete access control" shall be dedicated across the lot's street frontage for a minimum distance of 150 feet from the centerline of the nearest railroad track.~~
- ~~(13) Access issues including driveway distance from intersections, spacing standards for driveways along section line roads, median length at intersections, traffic impact studies, and cross lot access shall be in accordance with the requirements of the Sedgwick County Access Management Policy and approved by the Planning Commission.~~
- ~~(14) For lots located adjacent to an arterial street, access control shall be dedicated across the lot's frontage to the arterial street. The number of permitted access points shall be determined by the Planning Commission based upon the recommendations of the engineer having jurisdiction and planning staff. Staff recommendations on the number of permitted access points and distance between access points, shall be a function of the amount of lot frontage, the~~

arterial street operating speed and the traffic carrying capacity of street improvements. For commercial or industrial subdivisions along arterial streets, subdividers are encouraged to establish shared access points to the arterial street and provide access easements between lots to reduce the number and frequency of driveways onto the major street. Based upon the recommendations of the engineer having jurisdiction and planning staff, the Planning Commission may require the platting of access controls that establish:

- (15) (a) Joint access points along common property lines; or
- (16) (b) A cross-lot access agreement provided by the subject plat to the benefit of the adjoining property, whereby the adjoining property would subsequently, upon platting, be required to dedicate complete access control. In both above instances, a Cross-Lot Circulation Agreement would be required to ensure internal access among the lots.

~~(17)~~

Section 9. Easements.

Easements shall be provided for utilities and drainage, where necessary, and centered on rear or side lot lines and shall be at least 20 feet wide along rear lot lines and 10 feet wide along side lot lines, except that easements for street lighting purposes shall not in any event be required to exceed 10 feet. If a subdivision is traversed by a water course, drainage way, channel or stream, then storm water easement or drainage right-of-way shall be provided. Such easement or right-of-way shall conform substantially to the lines of such water course and shall be of such width or construction or both, as may be necessary to provide adequate storm water drainage and for access for maintenance thereof. Parallel streets or parkways may be required in connection herewith. Pedestrian access easements may be required on plats when an access easement is needed to provide a connecting link to public or private parks or school site.

Section 10. Business, Commercial and Industrial Subdivisions.

- (1) Streets. Notwithstanding the other provisions of this regulation, the minimum width of streets adjacent to areas designed, proposed or zoned for business-commercial or industrial use may be increased by the Planning Commission to such extent as they may deem necessary to assure the free flow of through traffic without interference from parked or parking motor vehicles.
- (2) Blocks. Blocks intended for business, commercial or industrial use shall be designed specifically for such purpose, with adequate space set aside for off-street parking and loading.
- (3) Frontage Road. When lots or blocks in a proposed business, commercial or industrial subdivision front on any limited access highway or arterial street the subdivider may be required to dedicate and improve a marginal access street to provide ingress and egress to and from such lots or blocks.

- (4) Sidewalks. When lots in a proposed business, commercial or industrial subdivision front on any highway or arterial street, the subdivider shall be required to dedicate and improve sidewalks in accordance with the City's design standards. ~~Improvements located in the South Broadway Corridor Plan area shall be consistent with the plan.~~ Sidewalks shall run parallel to such highway or street. The responsibility of maintenance for sidewalks shall be provided either in the plat's text or by separate instrument.

Section 11. Planned Unit Developments.

A comprehensive group development including, the townhouses, garden apartment complexes and condominiums together with necessary drives and ways of access may be approved by the Planning Commission although the design of the project does not include standard streets, lot and subdivision arrangements; provided that departure from the standards of the regulations can be made without destroying their intent.

Condominium plats shall conform to the following:

- (1) The plat must be in three-dimensions relating vertical control to NAVD88.
- (2) A bench mark must be set on or near the building site at ground level for future reference in locating units in the plat.
- (3) Each floor plan of the permanent structure must be shown, as well as basement and roof levels and area of plot plan. The dimensions and ties shown for each parcel must be definite enough with respect to both vertical and horizontal control so that the boundaries of each apartment may be accurately located by the use of standard survey methods.
- (4) All unit or apartment property lines shall be the interior surfaces of the perimeter walls, ceiling, windows and doors thereof.
- (5) A condominium plat must contain all of the certifications and approvals required for any plat. There must also be an approval by the official authorized to issue building, zoning or occupancy permits indicating that the building plan has been approved by his office and certification by the architect that the plat is in agreement with the building plan. If not within the city, a copy shall be submitted to the County Engineer and the Township Trustee of the Township in which located.

Section 12. Drainage

- (1) Drainage concepts and drainage plans, as required by Sections V.3(9)(e) and V.4(16)(f) of these regulations, shall be submitted to the engineer having jurisdiction. Plans for the mitigation of stormwater pollution may also be required by the engineer.
- (2) If the drainage plan for a multiple-family, commercial or industrial subdivision calls for the passage of storm water runoff from one proposed lot onto another proposed lot, the subdivider shall submit a cross-lot drainage

agreement for recording with the plat. The cross-lot drainage agreement shall clearly state which lots within the proposed subdivision are to accept storm waters from other lots within the subdivision.

- (3) If the drainage plan for a subdivision calls for the passage of storm water runoff from the proposed subdivision onto property that is outside the perimeter of the plat, the platting engineer and/or surveyor shall work with the engineer having jurisdiction. Based upon a determination by the engineer having jurisdiction, the subdivider may be required to provide for on-site detention of storm waters and/or acquire an off-site drainage easement or agreement. Any off-site drainage easement or agreement shall clearly state that the proposed subdivision may continue to drain onto the property that is beyond the subdivision's perimeter.
- (4) If the drainage plan for a subdivision calls for the proposed subdivision to accept drainage from property that is outside the perimeter of the proposed subdivision, the subdivider shall provide either specific drainage easements to handle the passage of storm water onto the plat or, by separate instrument, establish a drainage agreement or covenant with the owner of adjacent properties. The drainage agreement or covenant shall clearly state that the proposed subdivision will continue to accept drainage from the affected adjacent properties. The choice between whether a specific drainage easement or a drainage agreement/covenant is needed shall be at the discretion of the engineer having jurisdiction.
- (5) When a subdivider proposes the dedication of right-of-way for drainage purposes, the subdivider shall also guarantee the construction of an improved channel or swale within the dedication, if necessary. The design of the channel or swale shall be approved by the engineer having jurisdiction.
- (6) A detailed drainage plan shall be submitted for urban-scale, multi-lot subdivisions and shall specify existing contour lines, finish grade elevations at all corners and, if the lot is crowned to drain two or more directions, the direction of storm water flow by arrows. For lots in the federal flood management areas, the required building pad elevations will be the lowest floor level, and for lots in the local flood area, it will be the elevation of the lowest opening. The detailed drainage plan shall be marked "approved by the applicable Engineer."

The submitting of the detailed drainage plan does not have to occur prior to review of the final plat by the Planning Commission. The detailed plan shall, however, be on file in both the appropriate engineer's office and the office of the appropriate building permit issuing official prior to release of the plat for recording. Modifications may be made to the plan by the appropriate engineer after the plat has been approved.

ARTICLE VII.

INSTALLATION OF REQUIRED IMPROVEMENTS

Section 1. Required Improvements.

The subdivider of a proposed subdivision shall provide by one of the methods set out in these regulations in Article VIII for the installation of the following facilities and improvements:

- (1) When within the City of Haysville:
 - a. All roadways, alleys, curbs, gutters and street drainage facilities in accordance with the standards set by the City Engineer.
 - b. All sidewalks located within the public areas, in accordance with the standards set by the City Engineer under the following conditions:
 - i. (1) Sidewalks may be required on one or both sides of the street when needed to service pedestrian traffic flow leading to schools, parks, shopping areas or places of public assembly and where heavy traffic would warrant sidewalks for safety purposes. Sidewalks shall be required to extend or complete connecting links in the sidewalk system.
 - ii. 2. In general, sidewalks shall be 6 feet wide and constructed with the inside edge of the sidewalk adjacent to the property line; an approved sidewalk plan can provide for an alternate placement.
 - iii. 3. All sidewalks shall provide handicap access in conformity with K.S.A. 58-1301 et seq. and the federal Americans with Disabilities Act of 1990, 42 USCA 12101, as may be amended.-
 - c. A water supply system for each lot in the proposed subdivision in conformity with the requirements of the City Engineer. In addition thereto and where feasible, such water supply system shall be connected to the size of the city water main at such point and the expected demand of the proposed subdivision.
 - d. Fire hydrants, which are in accordance with the standards of the City Engineer and County Fire Chief.
 - e. A sanitary sewer system for each lot meeting all specifications of the City Engineer, and when required by law, the State Board of Health and/or local Health Department authorities. Such sanitary sewer system shall be connected to the sanitary sewer system of the city at such point or points as the City Engineer shall determine, based upon the location and size of the City's engineered system in relation to the estimated flow of the sanitary system of the proposed subdivision.
 - f. A storm sewer system, separate and independent of the sanitary sewer system, meeting all of the specifications of the City Engineer. Such

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approved storm sewer system shall be connected to any existing storm sewer system of the City if such system is available and has adequate capacity. If such connection or capacity is not available, other adequate means for the discharge of such storm sewer system shall be provided by the subdivider. Plans for mitigating stormwater pollution may be required by the engineer.

- g. A street lighting system meeting the requirements of the City Engineer.
- h. Street signs of such location, type and size as shall be approved by the City Engineer, giving due regard to the prevailing type, size and pattern of location utilized throughout the city.
- i. Monuments shall be placed at all block corners, angle points, points of curves in streets and at points as shall be required by the City Engineer. The monuments shall be of such material, size, and length as may be approved by the City or County Engineer.
- j. Underground wiring in residential subdivisions, including both electrical power and communication service, except:
 - 1. For lines rated over 12,000 volts.
 - 2. Appurtenances serving such lines which may be mounted on the ground, such as transformers, transformer pads and telephone service pedestals.
 - 3. For those proposed subdivisions or replats of existing subdivisions located in areas which presently have an overhead type of distribution system.
 - 4. All such construction and installation shall be under contract with the applicable utility company. Construction or installation shall occur after sanitary sewer lines, if any, are in place.
 - 5. Nothing in this section shall be construed as to requiring underground installation of lines beyond the boundaries of the area contained in the preliminary plat.
- k. Concrete, masonry and/or decorative iron fences or walls 6' in height and/or landscaping shall be constructed or provided where proposed residential subdivisions abuts arterial and / or other such street having relatively high traffic volumes and where abutting lots do not have access to such a street, provided that:

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1. Walls, iron fences, and landscaping shall not be placed in the vision triangle or otherwise impair the vision of motorists.
2. Walls, iron fences and landscaping shall be maintained by the developer, property owner or homeowner's association.
3. Walls or iron fences shall be constructed within a wall easement that is at least 5 feet in width and is located adjacent to the street right-of-way.
4. Utilities may cross wall easements, but walls or iron fences shall not be constructed in a utility easement unless such construction is approved by the City Engineer. Based on a recommendation of the City Engineer, the construction of walls or iron fences over a utility easement may require execution of a Hold Harmless Agreement, a commitment for special wall or fence construction provisions, i.e., removable sections, or the making of satisfactory arrangements with affected utility companies. Any special arrangements made necessary by proposed perimeter wall or iron fence construction for a subdivision shall be completed prior to submitting the plat for scheduling before the Planning Commission.
5. Wall and iron fences shall not exceed 6 feet in height unless authorized by the Planning Commission.

i-1. Where required, applicable measures will be taken during construction to minimize soil erosion and sedimentation by wind or water and to mitigate stormwater pollution as required by City Code and further subject to the regulations of Kansas Department of Health and Environment.

- (2) When outside the City of Haysville:
 - a. All roadways, alleys, curbs, gutters and street drainage facilities in accordance with the standards set by the County Engineer.
 - b. A water supply system for each lot in the proposed subdivision in conformity with the requirements of the appropriate jurisdiction. In addition thereto, and where feasible, such water supply systems shall be connected to the city water system, at the most advantageous points, taking into account the size of the water main at such point and the expected demand of the proposed subdivision. Where reasonable practical dead-end water mains shall be avoided.
 - c. A sanitary sewer system for each lot in conformity with all specifications of the City of Wichita Department of Environmental Health/Sedgwick County Code Enforcement, as applicable.

- d. A storm sewer system, separate and independent of the sanitary sewer system meeting all of the specifications of the County Engineer.
- e. Street signs of such location, type and size as shall be approved by the County Engineer, giving due regard to the prevailing type, size and pattern of location utilized throughout the county.
- f. Monuments shall be placed at all block corners, angle points, points of curves in streets, and at intermediate points as shall be required by the County Engineer.

Section 2. Exceptions for Existing Improvements

- (1) Where the proposed subdivision is a resubdivision and concerns an area presently having any or all required improvements set out in the preceding section, and where such improvements meet the requirements of said section, no further provision need be made by the subdividers to duplicate such improvements. However, where such existing improvements do not meet the requirements of the preceding section, the subdivider shall repair, correct, or replace such improvements so that all improvements will then meet the aforesaid requirements.
- (2) Where the proposed subdivision is a resubdivision or concerns an area presently abutting or containing an existing public street of less than ~~50 feet in width or a roadway of less than 20 feet in the minimum required right-of-way or roadway~~ width, land shall be dedicated so as to provide the minimum required street width, except as designated by the Planning Commission, and the subdivider of such proposed subdivision shall provide an additional roadway pavement meeting the minimum standards set by the appropriate engineer. The appropriate engineer shall determine what adjustment to make where the aforesaid widenings merge with existing streets which are of smaller width at the boundary of such proposed subdivision. The foregoing provisions requiring the widening of pavement shall not apply when the length of such pavement is less than 120 feet, or two dwelling units deep, whichever is less.

Section 3. Waiver of Required Improvements or Guarantees of Installation of Same.

Any waiver of the required improvements may be made only by the Haysville Governing Body on a showing that such improvement is technically not feasible.

**ARTICLE VIII.
IMPROVEMENT PROCEDURES**

~~Section 1. Alternate Methods.~~

~~Alternate methods available to subdivider as approved by the Governing Body for providing for the installation of improvements are as follows:~~

~~Method A. — Petitions from the subdivider to Governing Body.~~

~~Method B. — Construction by Governing Body with monetary guarantees by the subdivider as provided herein.~~

~~Method C. — Installation by the subdivider with fiscal guarantees as provided herein.~~

~~**Section 2. — When Used. —**~~

~~Method A or B should be used whenever possible for improvements within the City or in the unincorporated area if any of the improvements connect, join or tie, or are intended to connect, join or tie, to a city system. Method C is intended to be used in the unincorporated areas with non-urban or suburban plats. Method C shall be used within the city only with permission of the Planning Commission.~~

~~**Section 3. — Method A. —**~~

~~Petitions may be submitted only when the following conditions exist:~~

- ~~(1) — The petitions (to be secured from the appropriate engineer) must be valid petitions as may be provided for under Kansas Law.~~
- ~~(2) — The engineer must concur in said petitions, and said petitions must be accepted and approved by the Governing Body, concurrently with the approval of the subdivision.~~
- ~~(3) — The initiating resolution for such improvement must be adopted by the Governing Body concurrently with the petition approval, or as soon thereafter as may be provided by law.~~
- ~~(4) — With each requested improvement, the applicant for the plat shall, prior to the award of the design contract, file with the City Clerk a surety bond or letter of credit guaranteeing the payments required to amortize and pay thirty five percent (35%) of the principal on bonds which may be used to finance such special improvement. Such bond or letter of credit shall be issued by a financial institution in an amount satisfactory to conditions required by the city. The city will release the bond or letter of credit requirement when thirty five percent (35%) of the total area assessed for the improvement shall have construction thereon and had occupancy permits issued. This requirement is not applicable to any subdivision that had an Application for Subdivision Approval on file prior to May 10, 2004.~~

~~**Section 4. — Method B. —**~~

~~If the subdivider proposed to use Method B, he shall, prior to the release of the plat for recording, deposit with the city, cash or a cashier's check in an amount as established by the City Engineer to reimburse the city for all costs and work necessary to prepare plans and specifications, contracts, let contracts, perform inspections, and administer the projects. The~~

city shall give the subdivider a true and accurate account of such monies expended, and, after completion and acceptance of the improvement, refund to him all unexpended monies. In addition, the subdivider shall deposit with the city, cash, a cashier's check, letter of credit, or corporate payment bond of such amount as estimated by the City Engineer, to be used to pay the cost of making or constructing the required improvements. Any monies remaining after all bills and expenses have been paid shall be returned to the subdivider.

Section 5. Method C.

~~When Method C is used, wherein the subdivider is responsible for actual construction, then the subdivider shall have prepared by a licensed professional engineer, engineerings for proposed required improvements containing the date and information specified in these regulations. Such drawings shall be certified by a licensed professional engineer, and shall be submitted in duplicate to the City Engineer or County Engineer, if appropriate, at least thirty days prior to the date that approval of the final plat is requested. Failure to do so will be considered automatic consent to an extension of or waiver by the subdivider of any time limitation for plat approval.~~

Section 1. Petitions.

If the subdivider intends to submit petitions to the governing body as the means to guarantee improvements required by Article VII of these regulations, the subdivider shall so advise the appropriate engineer at the time of the preliminary plat. If the petition method is authorized by the appropriate engineer, petitions shall be submitted to that engineer for forwarding to the appropriate governing body. For petitions to be acceptable guarantees, the must be approved by the governing body concurrently with the final plat. If petitions are rejected by the appropriate governing body, then a platting requirement has not been met and the subdivision shall not be approved by the governing body. In this instance, the plat shall be placed on hold until such time as the applicant has resolved his financial obligations, or has selected another acceptable guarantee method (i.e., cash deposit, actual construction, letter of credit or performance bond).

Section 2. Final Improvement Plans

When the use of petitions has not been authorized by the appropriate engineer, or proposed petitions have been rejected by a governing body, the subdivider shall have a licensed professional engineer prepare engineering drawings for the required improvements. The engineering drawings shall contain all data and information specified in Section 3 below. Such drawings shall be certified by a licensed professional engineer, and shall be submitted in duplicate to the City Engineer or County Engineer, if appropriate, at least thirty days prior to the date that approval of the final plat is requested. Failure to do so will be considered automatic consent to an extension of, or waiver, by the subdivider of any time limitation for plat approval. The subdivider may contract with any governmental agency or public utility company to prepare the required engineering drawings.

The engineer having jurisdiction may waive the requirement for submission of final improvement plans, prior to the plat being considered by the governing body if, in the engineer's opinion, adequate substitute information has been submitted. In this instance, information shall be submitted that permits a determination of expected costs for both the

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preparation of final improvement plans and the installation of required improvements. The guarantee submitted shall be of a sufficient dollar amount to cover the costs of plan preparation and improvement construction.

Section 3. Content of Engineering Drawings.

(4) Engineering drawings for required improvements shall contain the following data and information:

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- a. Plans, details, specifications and cost estimates for roadway and sidewalk (if any) construction, including plans, ~~profile survey~~ indicating existing topography and elevation, ~~indicating including~~ curb and sidewalk elevation, intersection control elevation and paving geometrics for each street with a typical cross section of the roadway. ~~On non-paved roadways, detailed grading plans and cross sections shall be provided. The profiles of grade lines shall be shown to a scale of one inch equals 100 feet horizontal and one inch equals 10 feet vertical.~~ This information shall be shown on standard plan and profile sheets unless otherwise required by the appropriate engineer.
- b. Plans, profiles, details, specifications, and cost estimates of proposed storm drainage improvements.
- c. Plans, profiles, details, specifications, and cost estimates of proposed water distribution systems and proposed water supply facilities and fire hydrants, if any.
- d. Plans, profiles, details, specifications and cost estimates of sewage systems and of sewage treatment plants, if any.
- e. Grading plans for all lots and other sites in the subdivision.
- f. When unusual site conditions exist, the Planning Commission may require such additional plans, specifications and drawings as may be necessary for an adequate review of the improvements to be installed.

g. All plans shall be based on ~~MSL or MGL~~ North American Vertical Datum of 1988 (NAVD 88) datum for vertical control.

g-h. All plans for underground and overhead wiring and gas lines shall be prepared by, or at the direction of, the utility involved.

(2) Section 4. Review of Plans.

(2)(3) The appropriate engineer, either city or county, shall review all engineering drawings in order to determine whether such drawings are consistent with the approved preliminary plat and comply with their design standards. If such drawings are consistent and so comply, the engineer shall forward to the Planning Commission, a notice that they so conform and comply. In the event that the drawings do not so

conform or comply, the engineer shall notify the subdivider of the specific manner in which such drawings do not so conform or comply, and he may then correct such drawings. If such drawings are not corrected, the reviewing official shall forward to the Planning Commission, a notice as to the items of nonconformity or noncompliance.

(4) Section 5. Approval of Planning Commission.

~~(4)~~(5) The Planning Commission shall approve a final plat only when the approval of the engineer has been received that the plans and engineering drawings have been approved or that the appropriate petitions, if authorized, have been filed with the Governing Body.

(6) Section 6. Construction of Improvements.

~~(4)~~(7) No improvements shall be constructed nor shall any work preliminary thereto be done until such time as a final plat and the engineering drawings accompanying it shall have been approved and there shall have been compliance with all of the requirements relating to an agreement, bond and deposit specified in ~~subsection F,~~ Article VIII, of these regulations.

(8) Section 7. Inspection.

~~(5)~~(9) All improvements constructed or erected shall be subject to inspection by the appropriate engineer. The cost attributable to all inspections required by this regulation shall be charged to and paid by the subdivider. Before any construction or required inspections take place, the subdivider shall post a deposit with the City or County Engineer or such agency entrusted to keep such security for the official, to cover the cost of such inspections. The subdivider shall give at least 48 hours written notification to such official prior to the performance of any of the following work:

- a. All phases of roadway and sidewalk construction.
- b. All phases of construction, including, but not limited to water lines, sanitary sewer lines, storm sewer, underground wiring and other required improvement.

Section 8. Inspection Procedures.

After notice is received as specified in Article VII, the official designated in Article VII may conduct an on-site inspection to determine that the work complies with the approved engineering plans and specifications. If in the opinion of the engineer, such work does not comply with such final drawings, he shall have authority to order that all such work shall be terminated until such time as necessary steps are taken to correct any defects or deficiencies. Upon the correction of such defects or deficiencies, the subdivider shall again notify the official as provided in the preceding subsection.

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Section 9. Final Inspection.

Upon completion of all improvements within the area covered by the final plat, the subdivider shall notify the appropriate engineer, who shall thereupon conduct a final inspection of all improvements installed. If such final inspection indicates that there are any defects or deficiencies in any such improvements as installed, or if there are any deviations in such improvements as installed from the final engineering plans and specifications, he shall notify the subdivider in writing of such defects, deficiencies, or deviations and the subdivider shall, at his sole cost and expense, correct such defects or deviations within six months of the date and notification.

When such defects, deficiencies or deviations have been corrected, the subdivider shall notify the engineer that the improvements are again ready for final inspection. After the final inspection is made and before acceptance of the improvement by the governing body, the subdivider shall execute and file an affidavit with the appropriate engineer certifying that all obligations incurred in the construction of the improvement involved have been properly paid and settled.

Section 10. Report to Governing Body

If a final inspection indicates that all improvements as installed contain no defects, deficiencies, or deviations, within 10 days from the completion of such inspection, the official shall certify to the ~~Planning Commission, the~~ Governing Body ~~and utility~~ that all improvements have been installed in conformity with the engineering plans and specifications accompanying the final plat. The receipt of such notification by the Governing Body ~~or utility~~ shall constitute the date on which the six month period specified in Section 13, Article IV shall commence.

Section 11. Acceptance of Improvements.

Upon the receipt by the Governing Body of the certificate of the appropriate engineer that all improvements have been installed in accordance with the engineering drawings, as approved and in conformity with the requirements of this regulation and all other applicable statutes, ordinances and regulations, the Governing Body shall thereupon by resolution or utility by letter formally accept such improvements. The improvements shall become the property of the Governing Body.

~~(6) Agreement, Bond, Deposit and Petitions Guaranteeing Installation of Required Improvements. Except for monuments and underground wiring, one of the following methods shall be used by the subdivider to guarantee that improvements, required by these regulations, can or will be installed in accordance with approved plans and specifications:~~

~~a. Fiscal sureties may be offered and the following shall apply:~~

~~i. Upon final approval of plans or specifications for required improvements, the owners and/or the subdivider of the land proposed to be subdivided shall enter into an agreement with the city of county~~

~~(depending on the location of the plat and the final ownership of the improvement) under which the owners and/or subdivider agree to install such required improvements at their own expense in accordance with the theretofore approved plans and specifications, within the time prescribed by the provisions of these regulations. Such agreement shall be conditioned upon the approval of the final plat of subdivision~~

~~b. Simultaneously with the execution of the agreement provided for in Subparagraph (a)(i) above, the owner and the subdivider of the land proposed to be subdivided shall furnish a corporate completion bond, with good and sufficient sureties thereon, or a cashier's check, escrow account, or irrevocable letter of credit in favor of the Governing Body, in the amount of the estimated cost as approved by the official responsible for setting and enforcing the applicable design and construction standards of the installation of the required improvements as aforesaid. Such financial guarantee shall be conditioned upon the approval of the final plat and further conditioned upon the actual completion and the installation of such required improvements within two years from the date that the final plat is approved by the Planning Commission.~~

~~e. Simultaneously with the execution of the agreement provided for in Subparagraph (a)(i) above, if the subdivider furnishes a corporate completion bond, he shall also deposit in escrow with the Governing Body who is to accept such improvements, cash in the amount of 15 percent of the cost of all improvements to be made in accordance with the plans and specifications for required improvements therefore approved by the Planning Commission. If a subdivider furnishes a cashier's check, escrow account or irrevocable letter of credit in favor of the Governing Body, 15 percent of the amount of such cashier's check, escrow account or letter of credit shall be returned by, or held as a deposit in escrow after the final completion of such improvements. The subdivider shall agree that such deposit in escrow may be held by the Governing Body for a period of 18 months of such improvements for the purpose of:~~

~~i. Guaranteeing and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character, and not discernible at the time of final inspection or acceptance by the Governing Body; and~~

~~ii. Guarantee against any damage to such improvements by reason of the settling of the ground, base, or foundation thereof.~~

~~Such escrow agreement shall provide that, as such defects have so developed, that the deposit may be applied by the Governing Body for any amounts incurred correcting such defects; and that the balance of such deposit, if any, held at the end of the eighteen month period shall be returned by the Governing Body to the depositor, or paid to the~~

~~order of the depositor without payment of interest by the Governing Body.~~

- ~~d. Prior to offering any improvement to the Governing Body, the subdivider shall furnish good and sufficient guarantees that all indebtedness incurred for supplies, material, labor furnished, or engineering and professional services in the construction of improvements shall have been paid in full and that there are no claims for damage or suits against such contractor involving said improvements.~~
- ~~e. Petitions to the Governing Body of any city or of the county may be submitted as a means of guaranteeing to the Governing Bodies the authority to install improvements at such time as they deem appropriate. Petitions may be submitted only when the following conditions exist:
 - ~~i. The petitions must be valid petitions as may be provided for under Kansas Law.~~
 - ~~ii. The petitions must be accepted and approved by the Governing Body concurrently with the approval of the subdivision.~~
 - ~~iii. The initiating resolution for such improvement must be adopted by the Governing Body concurrently with the petition approval or as soon thereafter as may be provided by law. The cost of the publication of said resolution shall be born by the subdivider.~~
 - ~~iv. Recording with the Register of Deeds either the petitions or a certificate signed by the petitioners stating that such petitions have been filed and approved by the Governing Body, that certain lands as described will be liable in the future for special assessments for the required improvements which are to be listed on the certificate.~~~~
- ~~f. Monuments and benchmarks shall be installed by the subdivider before the subdivision plat is released for recording with the Register of Deeds.~~
- ~~g. The subdivider shall, prior to the release of the subdivision plat, submit a letter from the utility(s) involved stating that satisfactory arrangements have been made by the subdivider guaranteeing the installation of underground wiring, if required.~~

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Section 612. Vacation of Undeveloped Subdivision.

When no lots on a plat of subdivision have been sold, the subdivider may request the vacation of the plat prior to the time that the improvements covered by the bond are installed, and when such plat is vacated, all fiscal sureties shall be returned to the subdivider.

**ARTICLE IX.
BUILDING AND OTHER PERMITS**

Section 1.

No building permit, zoning certificate or occupancy certificate, except for the situations indicated shall be issued for a building or structure on any lot of any subdivision that is subject to the provisions ~~of this regulation~~of these regulations until a certified copy of the duly recorded or registered plat of subdivision has been filed with the official charged with issuing building permits and/or zoning certificates. No such permits or certificates shall be issued until there has been compliance with all of the provisions of these regulations, including but not limited to provisions of these regulations related to approval of plans and specifications for required improvements and the posting of bonds and establishment of escrows to secure the completion of such improvements.

No occupancy certificate for the use of any structure or use within a subdivision approved for platting, replatting or lot splitting shall be issued until required utility facilities have been installed and made ready to service the property; roadways providing access to the subject lot or lots have been constructed or are in the course of construction; or guarantees have been provided to ensure the installation of such utilities and roadways.

For existing structures or uses on an unplatted tract or on a portion or portions of platted lots, building permits may be issued for purposes of repair and maintenance of such structures or the continuation of the existing use. Additions to or expansion of principal structures of the addition of an accessory use when a principal structure already exists shall be allowed only if the involved property would otherwise be in compliance with the area's zoning and all normal requirements of that zoning such as setbacks, lot coverage, height limitations and so forth. In no case shall a non-residential use, multi-family use involving four or more dwelling units or continuation of an existing use be allowed to expand, make additions, and / or add accessory structures that would exceed 50% of the gross square footage of the existing principal structure or structures or use on the site without such site first complying with the above noted requirements.

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**ARTICLE X.
APPEALS AND VARIANCES**

Section 1. Appeals General.

The subdivider of a proposed subdivision may appeal decisions made in the enforcement of these regulations by the Planning Commission, to the Governing Body of the City of Haysville. Any such appeal shall provide a hearing de novo (hearing of new evidence). In the event the Governing Body sustains the Planning Commission, the action of the Planning Commission shall be final, except, as otherwise provided by law. If the Governing Body over rules the Planning Commission, the Governing Body shall make its decision, in writing, stating the reason therefore and return such decision and plat to the Planning Commission for reapproval as required by law.

Section 2. Variances.

In cases in which there is unwarranted hardship in carrying out the literal provisions of these regulations as to design criteria, e.g. lot width, lot depth, block length, etc., the Planning Commission may grant a variance from such provision.

- (1) The Planning Commission shall not grant a variance unless it shall find that the strict application of these regulations will create an unwarranted hardship and unless the proposed variance is in harmony with the intended purpose of these regulations and that the public safety and welfare will be protected.
- (2) Variances permitted under the provisions of this Article shall not include variances from the requirements of making improvements required in Article VII, unless approved by the Governing Body as provided for in the preceding Section. Consideration of an application for a variance pursuant to this condition does not relieve the applicant from the necessity of proceeding under the applicable provisions of any other regulations (including zoning regulations) of the city or county relating to variances.
- (3) When used in this Section, the term “unwarranted hardship” shall mean the complete deprivation of use as distinguished from a mere inconvenience.

Section 3. Variance – Planned Unit Development.

When a plat or subdivision is prepared in connection with a planned unit development authorized by any legally adopted zoning regulation regulating the same area, then the Planning Commission may vary the design standards contained in this regulation to such extent as may be necessary to permit the preparation of a planned development plan in accordance with the standards, conditions and restrictions of such zoning regulation.

**ARTICLE XI.
LOT – SPLITS**

Section 1. General Intent and Purpose

In order to provide a less time consuming and costly procedure for the division of existing platted lots, resulting in the creation of additional building sites, the Planning Commission hereby delegates to the planning staff, authority for approving or disapproving lot splits in accordance with the following regulations. Lots zoned residential, office, or commercial may be split to create a maximum of ~~four~~four (4) lots; industrially zoned lots may have unlimited lot splits subject to the approval guidelines listed below. A lot split is required before a building permit can be issued for any property that is the remainder of an original lot from which other portions have been split or replatted.

Section 2. Application Procedure.

Requests for lot split approval shall be made by the owner of the land to the planning staff. The request for approval shall consist of the following:

- (1) A completed lot split application form.

- (2) The appropriate filing fee as established by the Governing Body.
- (3) Four (4) copies of a drawing to scale shall be submitted of the lot(s) involved if there are no structures present; and if structures exist on any part of the lot(s) being split, four (4) copies of a survey, prepared by a licensed land surveyor of the lot(s) showing the precise location of structures thereon shall be submitted. The drawing or survey shall depict or provide the following:
 - a. The precise nature, location and dimensions of the proposed split;
 - b. The legal description(s) for the proposed split;
 - c. The amount of square footage contained in each portion of the original lot;
 - d. All existing easements and, if any, access control. If the easements or access control were granted by separate instrument, the recording information shall be indicated;
 - e. All platted building setbacks;
 - f. All platted easements, building setbacks, access control or public rights-of-way that have been previously vacated. The Vacation Ordinance number or recording information for the Vacation Order shall be referenced; and
 - g. The following certificate of Approval.

CERTIFICATE OF LOT SPLIT APPROVAL

STATE OF KANSAS)
) **ss**
CITY OF HAYSVILLE)

I hereby certify that this lot split has been examined by Haysville City Planning Staff and found to comply with the Subdivision Regulations of the City of Haysville, Kansas, and is, therefore, approved for recording.

Date Signed: _____, 20____.

_____, (Printed Title)
 (Print Name)

STATE OF KANSAS)
) **ss**
CITY OF HAYSVILLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

(SEAL)

_____, Notary Public

My appointment expires _____.

- (4) Two (2) copies of a drawing that indicates the location of existing municipal water mains, water meters and sanitary sewer laterals that serve the lot split site.

Section 3. Approval Guidelines.

Approval or disapproval of lot splits shall be made based on the following guidelines:

- (1) A lot split shall **not** be approved unless **all** the following requirements have or can be satisfied:
- a. A new street or alley is needed or proposed.
 - b. A vacation of streets, alleys, setback lines, access control or easements is required and has not been satisfied.
 - c. Such action will result in significant increases in service requirements, e.g., utilities, drainage, schools, traffic control, streets, etc.; or will interfere with maintaining existing services, e.g., additional curb cuts, repaving, etc.
 - d. There is less street right-of-way than required by these regulations or the Comprehensive Plan unless such dedication can be made by separate instrument.
 - e. All easement requirements have not been satisfied.
 - f. Such split will result in a landlocked tract. (Access easements are an appropriate means to provide access to lots without public road frontage.)
 - g. A substandard sized lot or parcel will be created or an existing structure will not be able to meet all yard requirements according to applicable zoning regulations or sanitary code.
 - h. The lot is subject to periodic flooding which cannot be feasibly corrected by fill.
- (2) Review of lot splits by affected and interested governmental and public and private organizations as appropriate may be required for lot splits that may result in significant increases in service requirements (e.g., utilities, schools,

traffic controls, etc.), interfere with maintaining existing service levels (e.g., additional curb cuts, repaving, etc.) or propose private easements for access and/or utilities. Such determination shall be made by the Planning Staff. If a review by these organizations is necessary, 25 additional copies of the lot split drawing or survey shall be provided by the applicant along with information regarding the location of existing utilities.

- (3) The Planning Staff may make such additional requirements as deemed necessary to carry out the intent and purpose of existing land development regulations and Governing Body policy. Requirements may include, but not be limited to, the installation of public facilities, dedication of right-of-way and easements, and submission of covenants for the protection of other land owner (s) in the original subdivision.
- (4) The Planning Staff shall, in writing, either approve with or without conditions or disapprove the lot-split within 30 days of application. If approved, and after all conditions have been met, the appropriate Planning Staff shall sign the certificate of approval on the lot split drawing or survey. A certified copy thereof shall be filed with the Register of Deeds, the official designated to issue building or occupancy permits, the official files of the Planning Commission, and a copy shall be furnished to the applicant.

ARTICLE XII. AMENDMENTS

Section 1. Procedure.

Before adopting or amending any subdivision regulations, the Planning Commission shall call and hold a hearing on such regulations or amendments thereto. Notice of such hearing shall be published at least once in the official city newspaper. Such notice shall be published at least 20 days prior to the hearing. Such notice shall fix the time and place for such hearing and shall describe such proposal in general terms. The Planning Commission shall prepare its recommendations and by a majority vote adopt the proposed subdivision regulations and shall submit them in writing with a written summary of the hearing to the Governing Body.

The Governing Body either may approve, override or return amendments for reconsideration to the Planning Commission. The Planning Commission may resubmit original, new or amended recommendations to the Governing Body. Upon return from the Planning Commission to the Governing Body, the Governing Body by simple majority may adopt, revise, or amend and adopt or take no further action. If the Planning Commission fails to deliver its recommendations to the Governing Body following the Planning Commission's next regular meeting, the Governing Body shall consider it as a resubmission of the original recommendations and proceed accordingly. The proposed subdivision regulations and any amendments thereto shall become effective upon publication of the respective adopting ordinance.

ARTICLE XIII.
EFFECTIVE DATE

~~These regulations shall be effective August 13, 2012 after their adoption by the Haysville Planning Commission and approved by the City Council of the City of Haysville.~~

~~-SEVERABILITY AND EFFECTIVE DATE~~

~~Section 1. Severability~~

~~If any provisions of these regulations are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, then such provisions shall be considered separately and apart from the remaining provisions of these regulations so as to be completely severable and the remaining provisions of these regulations shall remain in full force and effect.~~

~~Section 2. Effective Date~~

~~These regulations shall take effect and be in force from and after their adoption by the Planning Commission, approval by the City Council of an ordinance incorporating these regulations by reference and publication of such ordinance in the official City newspaper.~~

HAYSVILLE PLANNING COMMISSION

Minutes

February 13, 2020

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 7:00 p.m. in the Council Chambers, located in the Haysville Municipal Building, 200 W. Grand Avenue.

Those members present were: Tim Aziere, Bob Wethington, Debbie Coleman, Randal Green, Patricia Hatcher, Joe Holub, Richard Meyer, Fred Plummer, Jason Welch and Mark Williams. Also present was Planning & Zoning Administrator Angela Millspaugh.

The first item of business were the Minutes of January 9, 2020.

Motion by Coleman

Second by Welch

To approve the minutes as presented

Aziere yea, Wethington yea, Coleman yea, Green abstain, Hatcher abstain, Holub yea, Meyer abstain, Plummer yea, Welch yea, Williams yea

Motion carried

Under Special Order of Business there was a public hearing to consider a zone change request from “AA” Single Family Residential to “A” Single Family Residential for property located at 400 Wes 79th Street South (Dorner Park). Aziere read the opening instructions and formally opened the public hearing. Planning & Zoning Administrator Angela Millspaugh presented the case stating that the City of Haysville was applying for the Zone Change to allow for use of the land as a public park. She stated when the property was annexed it was automatically classified as “AA” Single Family, which allows for a park as a conditional use. Millspaugh presented the Staff report as follows:

“1. ZONING USES AND CHARACTER OF THE NEIGHBORHOOD: *(Factual description of the application area and surrounding property as to existing zoning, land uses, general condition, age of structures, etc.)*

- The subject property is a 68.4 acre tract of land with a “lake”, soccer fields, concession stand, dog park, parking and hike/bike trail. The property was annexed in two tracts. The south portion was annexed in 2001 and the north was annexed in 2010.
- Surrounding properties are zoned for residential uses, with the exception of the property to the north which is zoned residential, but has a Conditional Use Permit which allows the operation of Haysville’s Public Works Facility and Wastewater Treatment Plan. Portions of the adjacent properties are located outside the city limits of Haysville.

- North “A” Single Family – Public Works Facility (conditional use)
- South “SF-20” Single Family - Residential
- East “A” Single Family – Residential, and “SF-20” Single Family – Residential
- West “A” Single Family – Residential, and “SF-20” Single Family - Residential

2. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: *(How is the property currently zoned and what uses are allowed on the property? Are these uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones that might be appropriate for this property?)*

- The property is currently zoned “AA” Single Family Residential, which is the default zoning when a property is annexed. “AA” is the most restrictive district, and is limited to single-family detached homes and accessory uses. The “AA” district also permits conditional uses for parks, community buildings owned and operated by the city, churches, public schools and development of natural resources and extraction of raw materials.
- The uses permitted in the “AA” district are suitable for the subject site and are compatible with surrounding zoning and land uses. However, much of the property is located in a Floodplain or flood prone area.

3. EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY: *(Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address (e.g. allowed uses, minimum lot size, height, setbacks, traffic generation, landscaping and screening, use limitations, etc.))*

- The property is currently surrounded by single-family residential lots and the public works facility.
- 79th Street is a two lane arterial street with a signalized intersection at Broadway. Most adjacent properties do not have direct access to 79th Street. Traffic will be increased during Soccer and other public events that may take place on the property. Most of the increase will take place on the weekends.
- Staff does not foresee any detrimental impacts to nearby property if the request is granted.

4. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED: *(Factual information, but its importance may be somewhat subjective. A property may be vacant because the current zoning is unsuitable, but there may be other reasons not related to*

zoning. Some examples might be a large availability of property of the same zoning district, financing problems, land speculation, fragmented ownership, lack of available public services, or other development problems.)

- The property was recently developed as a park following the construction of the large drainage pond which was established to alleviate flooding issues in the surrounding area and to the south.

5. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE AS COMPARED TO THE LOSS IN VALUE OR THE HARDSHIP IMPOSED UPON THE APPLICANT: *(The protection of public health, safety and welfare is the basis for zoning. The relationship between the property owner's right to use and obtain value from their property and the City's responsibility to its citizens should be weighed.)*

- The health, safety and welfare matters associated with the proposed "A" Single Family zoning should not be significantly different than those associated with the existing "AA" Single Family Zoning.

6. CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED COMPREHENSIVE PLAN: *(Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date or are there mitigating circumstances which speak to the nonconformity?)*

- Haysville's Land Use Plan identifies the property as Parks/Open Space and Public Facilities.
- The Comprehensive Plan provides the following goal for Community Facilities/Recreation/Education:
 - Provide a complete range of recreational facilities and services at the neighborhood and community levels and provide for the educational and cultural needs of all residents at all age levels, with the highest quality of services available.

7. IMPACT OF THE PROPOSED DEVELOPMENT ON COMMUNITY FACILITIES: *(Are water and sewer available for extension? How are roads impacted? Can other community facilities (e.g. police, fire, parks, libraries, schools) handle the increased development? Should be based on factual information referencing standards used to make the determination.)*

- Municipal water and sewer are available to the property.
- Municipal services such as police and fire protection are already provided to the area, and no additional burden is anticipated that cannot be accommodated with existing resources.

8. OPPOSITION OR SUPPORT OF NEIGHBORHOOD RESIDENTS: *(This is just one of the factors to be considered and by itself is not sufficient reason to approve or deny a request.)*
9. RECOMMENDATION OF STAFF: *(Should be based on the preceding eight factors, adopted plans and policies, other technical reports (e.g. Capital Improvement Program, facility master plans, etc.) which speak to the topic, and staff's best professional judgement.)*
 - Staff is supportive of the proposed zone change based on the preceding factors."

There were no members of the public present to speak on this matter. Aziere closed the public comment portion of the hearing.

Motion by Coleman

Second by Wethington

To approve the zone change as presented

Aziere yea, Wethington yea, Coleman yea, Green yea, Hatcher yea, Holub yea, Meyer yea, Plummer yea, Welch yea, Williams yea

Motion carried

Also under Special Order of Business was a public hearing to consider revisions to the Subdivision Regulations. Aziere read the opening instructions and formally opened the public hearing. Millspaugh stated that the changes requested at the last meeting were included and are highlighted. Coleman pointed out some typographical errors. There were no members of the public present to address this issue.

Motion by Wethington

Second by Green

That the Planning Commission recommends approval with the corrections stated tonight.

Aziere yea, Wethington yea, Coleman yea, Green yea, Hatcher yea, Holub yea, Meyer yea, Plummer yea, Welch yea, Williams yea

Motion carried

Under Special Order of Business the Commission held a public hearing to consider revisions to the Land Use Map. Aziere read the opening instructions and formally opened the public hearing. Millspaugh stated that the changes to the boundaries of the future land use map are being made to reflect Haysville's projected growth in the next 20 years based on the city's availability to serve the areas and discussions with potential land developers. She stated the City is requesting the city's Urban Area of Influence to be expanded by Sedgwick County to reflect this proposed growth. There were no members of the public present to address this issue. Aziere pointed out an area of the map that was still indicated as a blue line that should be red.

Motion by Green

Second by Coleman

To recommend approval of the Land Use Map with the change made tonight

Aziere yea, Wethington yea, Coleman yea, Green yea, Hatcher yea, Holub yea, Meyer yea,

Plummer yea, Welch yea, Williams yea

Motion carried

Under New Business members conducted the annual review of the South Meridian Corridor Transportation Plan. There was a discussion on the purpose of the plan. It was stated the future growth of Haysville will occur along Meridian and the plan recommends future land use, street layout, access controls and pedestrian use. There was a discussion on the D-21 Drainage Study.

Under Old Business members continued their review of the Zoning Ordinance. Members discussed the Manufactured Park Section. Coleman stated she would like to see a requirement for storm shelters. Members also discussed the Historic District Overlay.

There was no Correspondence and Informational Reading.

There were no Committee Updates.

There was no Off Agenda.

Motion by Wethington

Second by Welch

To adjourn

Aziere yea, Wethington yea, Coleman yea, Green yea, Hatcher yea, Holub yea, Meyer yea,

Plummer yea, Welch yea, Williams yea

Motion carried

The meeting adjourned at 7:54 PM.

MEMO

TO: The Honorable Bruce Armstrong, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: 2020-21 Insurance Renewal

DATE: March 20, 2020

Attached to this memo is a comparison of our 2019-20 rates and the 2020-21 proposal from EMC, our current provider. Staff is recommending accepting the proposal for insurance coverage from EMC. This is before you for your consideration. The table below details the last seven dividend checks received from EMC. Thank you.

Dividend Checks Received	
Year	Check Amount
2019	\$37,385.60
2018	\$34,802.98
2017	\$32,815.72
2016	\$29,628.72
2015	\$29,763.49
2014	\$16,968.48
2013	\$10,943.71

CITY OF HAYSVILLE
04/01/20-21 COVERAGE COMPARISON

	19/20		20/21	
	EXPOSURE	PREMIUM	EXPOSURE	PREMIUM
PROPERTY	EMC	\$80,614	EMC	\$87,246
BLKT 001 BLDG, PERS PROP, & PROP IN OPEN	\$34,627,962		\$34,680,285	
DEDUCTIBLE	\$3,000		\$3,000	
EARTHQUAKE	\$5,000,000		\$27,351,328	
DEDUCTIBLE	10%		10%	
GENERAL LIABILITY	EMC	\$24,697	EMC	\$24,817
LIMIT	1MIL/2MIL		1MIL/2MIL	
CLASS 46590 - PARADES	1		1	
CLASS 48924 - SWIMMING POOLS	\$74,833		\$74,833	
CLASS 87500 - EMPLOYEE BENEFITS LIABILITY	107		107	
CLASS 87526 - TOWN LIABILITY	11,278		11,278	
CLASS 87658 - WATERSLIDES	2		3	
CLASS 87702 - SEXUAL ABUSE OR SEXUAL MISCONDUCT	11,278		11,278	
CLASS 87710 - ADDITIONAL INSURED	1		1	
CITY LIBRARY BOAD				
FALL FESTIVAL COMMITTEE				
CLASS 87718 - PESTICIDE OR HERBICIDE APPLICATOR	1		1	
CLASS 87767 - ADDITIONAL INSURED - BLANKET AS REQUIRED	IF ANY		If Any	
CLASS 87811 - SPECIAL EVENTS	2		2	
CLASS 87848 - POLLUTION EXCLUSION - LIMITED TO EXCEPTION FOR SWIMMING POOLS	1		1	
CLASS 87852 - MUNIVPAL - VIOLENT EVENT RESPONSE	11,278		11,278	
CLASS 89035 - SKATEBOARD/IN-LINE SKATING AREA	1		1	
CLASS 99943 - WATER COMPANIES	\$152,384		\$143,515	
CLASS 68606 - VACANT BUILDINGS	3,680		3,680	
DEDUCTIBLE - APPLIES TO PD PER CLAIM	\$1,000		\$1,000	
DEDUCTIBLE - APPLIES TO EA EMPLOYEE - CLASS 87500 - EMPLOYEE BENEFITS LIABILITY	\$1,000		\$1,000	
DEDUCTIBLE - APPLIES TO BI PER OCCURRENCE CLASS 89035 - SKATEBOARD	\$1,000		\$1,000	
LINEBACKER	EMC	\$13,115	EMC	\$17,978
LIMITS	1MIL/1MIL		1MIL/2MIL	
DEDUCTIBLE	\$3,000		\$3,000	
LAW ENFORCEMENT	EMC	\$9,593	EMC	\$12,237
LIMITS	1MIL/1MIL		1MIL/1MIL	
MEDICAL EXPENSE	\$5,000		\$5,000	
DEDUCTIBLE	\$2,500		\$2,500	
CRIME	EMC	\$100	EMC	\$100
EMPLOYEE THEFT	\$5,000		\$5,000	
SCH EXECS AT \$20,000	2		2	
DEDUCTIBLE	\$500		\$500	
INLAND MARINE	EMC	\$15,187	EMC	\$15,103
COMMERCIAL ARTICLES	\$1,600		\$1,600	
CONTRACTORS EQUIPMENT	\$1,507,210		\$1,716,737	
CONTRACTORS EQUIPMENT-LEASED/RENTED	\$75,000		\$75,000	
ELECTRONIC DATA PROCESSING - HARDWARE	\$203,593		\$204,468	
-SOFTWARE	\$7,500		\$7,500	
SCHEDULED PROPERTY	\$566,129		\$568,201	
SIGNS	\$49,780		\$25,180	
AUTOMOBILE	EMC	\$40,734	EMC	\$42,082
LIMIT	\$1,000,000		\$1,000,000	
VEHS	71		73	
HIRED & NON-OWNED AUTO	INCLUDED		INCLUDED	
UMBRELLA	EMC	\$15,722	EMC	\$17,579
LIMIT	1MIL/1MIL		1MIL/1MIL	
RETAINED LIMIT	\$10,000		\$10,000	

TOTAL PREMIUM		\$199,762		\$217,142
CYBER LIABILITY	BCS	\$3,641	BCS	\$3,351
LIMIT	1Mill		1Mill	
CYBER DECEPTION -SUB LIMIT	\$100,000		\$100,000	
RETENTION	\$2,500		\$2,500	

**Return
To
Agenda**

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“Agreement”) is made by and between City Of Haysville Kansas, as “Seller”, and Kirkhart Investments, LLC, as “Buyer”, and is effective on the last date this Agreement is signed by all the parties (“Effective Date”).

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel(s) of real property and all improvements located thereon (the "Property"), located in the City of Haysville, County of Sedgwick, State of Kansas, and being more commonly described as 7106 S. BROADWAY.

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, together with any and all improvements, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the Property and the purchase price to be paid by Buyer and received by Seller, the parties hereto agree as follows:

1. Property. Seller covenants and agrees with Buyer that Seller is the owner in fee simple of the Property, subject to any encumbrances, restrictions, easements, and restrictive covenants of record.

2. Consideration. Seller agrees to sell, and Buyer agrees to purchase the Property for the total purchase price of **Two Hundred Fifteen Thousand Dollars (\$215,000.00)** (the “Purchase Price”) to be paid as follows:

(a) Within five (5) days following the complete execution of this Agreement, Buyer shall deposit **Five Thousand Dollars and no/100 Dollars (\$5,000.00)** as an earnest money deposit (the “Earnest Money”) in an interest-bearing trust account with Security 1st Title (the “Title Company”). The Earnest Money shall be applied toward the Purchase Price at Closing. All interest earned on the Earnest Money shall be credited to Buyer.

(b) Buyer agrees to pay the balance of the Purchase Price in cash at the time of Closing.

3. Title. Within Twenty (20) days following the complete execution of the Agreement, Seller will provide to Buyer a title insurance commitment (“Title Commitment”) issued by the Title Company in which the Title Company shall commit to issue an ALTA form owner’s policy of title insurance (“Owner’s Policy”), showing Buyer as the prospective named insured, showing the policy amount as the Purchase Price, showing the status of Seller’s title, and containing legible copies of all documents referred to in the Title Commitment. Buyer shall have a period of ten days following its receipt of the Title, to advise Seller of any objections (“Title Objections”) Buyer may have to Seller’s title as shown in the Title Commitment. Seller shall then have a period of ten 10 days in which to cure the Title Objections. In the event Seller is unable or unwilling to cure all of the Title Objections, and Buyer has not agreed to waive the uncured Title Objections, the Purchase and Sale Agreement shall terminate and the Earnest Money shall be returned to Buyer, and thereafter neither party shall have any further obligation thereunder. Promptly following the Closing, Seller will cause to be issued to Buyer the Owner’s Policy in an amount equal to the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to those title exceptions or requirements contained in the Title Commitment to which Buyer does not object or those title exceptions which Buyer has otherwise waived (collectively “Permitted Exceptions”). The cost of the Title Commitment to insure and the Owners Policy shall be paid

50% by Buyer and 50% by Seller.

4. Seller's Documents. Seller shall, as soon as possible and not later than ten (10) days from the date this Contract is executed by Buyer, at Seller's expense, deliver to Buyer legible, accurate and complete copies of the following items, provided however, Seller shall only be obligated to deliver the items which are in Seller's possession after Seller has made a good faith effort to obtain said documents (the "Delivery Items"):

Site plans, surveys, soil studies, and other plans, diagrams or studies of any kind, if any, in Seller's possession, which relate to the Property.

5. Taxes. Real estate taxes and installments for special assessments for the Property for the current year shall be prorated between Buyer and Seller as of the date of Closing. If that amount is unknown, then proration will be based upon taxes and installments for special assessments for the prior year, as adjusted for the current year mill levy rates if those levy rates are known at Closing. Real estate taxes and installments for special assessments for the Property for prior years are the obligation of Seller.

6. Date and Place of Closing. The transaction contemplated herein shall be fully closed and settled (the "Closing") at the Title Company at a time and date acceptable to Buyer and Seller, but not later than thirty (30) days from and after the expiration of Buyer's Review Period (as defined in Section 8 herein).

6.1. Items to be Delivered at Closing.

(a) By Seller. At Closing, Seller shall deliver to Buyer, each of the following items: a general warranty deed ("Deed"), duly executed and acknowledged by Seller, and in form acceptable to Buyer, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions.

(b) By Buyer. At Closing, Buyer shall deliver to Seller the Purchase Price in the form of certified funds. Both parties agree to execute such Closing statements and other documents as may be reasonably required by either party or the Title Company to consummate the Closing.

(c) Closing Costs. Closing costs and fees charged by the Title Company shall be paid **50% by Buyer and 50% by Seller.** The cost of recording the deed, any loan documents, and any mortgage registration tax shall be paid by Buyer.

6.2. Possession. Seller shall deliver possession of the Property to Buyer at Closing.

7. Environmental. Within seven (7) days after execution of this Agreement, Seller shall deliver to Buyer all environmental reports ("Prior Reports") applicable to the Property in Seller's possession or within Seller's control.

8. Buyer's Review Period; Right to Inspect. Buyer shall have thirty (30) days after the Effective Date (such 30-day period referred to in this Agreement as "Buyer's Review Period"), to perform all due diligence as Buyer deems necessary including but not limited to Buyer's investigation of all leases, title, utilities, roads, access, zoning, boundaries and physical condition of the Property. In the event Buyer determines, in Buyer's sole discretion, not to proceed with the transaction, and provided written notice thereof to Seller has been given prior to the expiration of Buyer's review period, this Agreement shall terminate, the Earnest Money and all interest accrued thereon shall be returned to Buyer, and neither party shall have further obligation to the other under the Agreement.

Buyer, its agents, employees and representatives, are hereby granted the right to immediately enter on any portion of the Property for the purpose of making any structural, mechanical, engineering, geological, ecological, environmental, soil, surveying, or other work as may be necessary or appropriate for the inspection of the Property or the preparation of any plans, surveys, reports and applications for the use and operation thereof. Buyer will indemnify Seller for any damages or claims associated with Buyer's inspection of the Property.

9. AS IS SALE. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR THE PROEPRTY OR THE IMPROVEMENS THEREON. BUYER IS PURCHASING THE PROPERTY IN ITS AS-IS WHERE-IS CONDITION WITH ALL FAULTS. THE PROPERTY HAS BEEN DAMAGED BY A VEHICLE RUNNING INTO AND THROUGH IT FROM THE EAST WALL. THIS DAMAGE HAS NOT BEN REPAIRED OR CLEANED UP. THE BUILDING ALSO IS IN NEED OF ELECTRICAL REPAIRS INCLUDING BUT NOT LIMITED TO FURNISH & INSTALL NEW 400 AMP METER AND RISER ON NORTH OUTSIDE WALL; FURNISH & INSTALL NEW 400AMP 208V MAIN BREAKER PANEL INSIDE OF UTLITY ROOM; RE-FEED THE EXISTING BREAKER PANELS FROM THE NEW MAIN PANEL; AND GROUND PER CODE. SELLER SHALL NOT BE BOUND BY ANY REPRESENTATIONS CONCERNING THE PROPERTY OR THE CONDITION THEREOF. BUYER UNDERSTANDS THAT THE PURCHASE PRICE WAS NEGOTIATED AFTER CONSIDERATION OF ANY AND ALL POSSIBLE DEFECTS IN THE PROPERTY, AND FURTHER ACKNOWLEDGES THAT THE SELLER MAKE NO GUARANTEES, EXPRESS WARRANTIES, OR EXPRESS REPRESENTATIONS AS TO CONDITION, OR OPERABILITY OF THE PROPERTY, OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT. SELLER FURTHER AGREES TO CONVEY THE PROPERTY AND DELIVER POSSESSION OF THE SAME IN THE SAME CONDITION AS THEY NOW ARE, REASONABLE WEAR AND TEAR EXCEPTED, UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT. BUYER ACCEPTS THE PROPERTY IN ITS PRESENT EXISTING CONDITION WITHOUT WARRANTY BY SELLER.

10. Seller's Default; Buyer's Remedies. If Seller fails to timely perform any of its obligations hereunder or to consummate this transaction for any reason (other than Buyer's default or a termination of this Agreement by Buyer pursuant to Buyer's right to do so as set forth in this Agreement), and such failure continues after the expiration of five (5) days from the date Buyer delivers written notice to Seller/ of such failure, Buyer may terminate this Agreement and receive a refund of the Earnest Money.

11. Buyer's Default; Seller's Remedy. If Buyer fails to timely perform any of its obligations hereunder or to consummate this transaction for any reason (other than Seller's default or a termination of this Agreement by Buyer pursuant to Buyer's right to do so as set forth in this Agreement), and such failure continues after the expiration of five (5) days from the date Seller delivers written notice to Buyer of such failure, Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money plus any interest earned thereon as liquidated damages for breach of this Agreement. Such amount is agreed upon by and between Seller and Buyer as full liquidated actual damages, and the payment of the Earnest Money plus any interest earned thereon shall constitute full satisfaction of Buyer's obligations under this Agreement. Such amount is agreed upon by and between Seller and Buyer as a reasonable estimate or just compensation for Buyer's default.

12. Risk of Loss. All risk of loss shall be borne by Seller until acceptance by Buyer of delivery of Seller's deed at Closing. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, taking or condemnation, then in any such event Buyer may at its option terminate this Contract

by notice to Seller within twenty (20) days after Buyer has received the notice referred to above or at the Closing, whichever is earlier. If Buyer does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Buyer at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award and further, if same be insufficient to pay the actual loss, Seller will pay such deficiency to Buyer on demand.

13. Notices. Any notice, approval, waiver, objection or other communication ("Notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other shall be in writing and the same shall be given and be deemed to have been served and given (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom Notice is given: (b) if mailed (except where actual receipt is specified in this Agreement), when placed in the United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, addressed to the party at the address hereinafter specified; or (c) if sent by overnight delivery, the next business day. Any party may change its address for Notice by serving Notice pursuant to this Section 13 and shall be deemed effective only when actually received by the other party.

If to Buyer: Kirkhart Investments, LLC
 1110 N. Mosley
 Wichita, KS 67214

If to Seller: City of Haysville Kansas
 Attn: Will Black
 200 W. Grand
 Haysville, KS 67060

14. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

15. Headings. The headings, captions, and numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

16. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

17. Time of Essence. Time is of the essence of this Agreement.

18. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

19. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original, and all of which are identical. An Agreement containing facsimile signatures of the parties to this Agreement shall be deemed an original of the Agreement. Each of the parties agrees to forward original non-facsimile signatures of

the Agreement to the other party on the Effective Date.

20. Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the State of Kansas. All of the obligations contained in this Agreement are enforceable in Sedgwick County, Kansas and any and all payments under this Agreement are to be made in Sedgwick County, Kansas. Seller and Buyer hereby consent that venue of any action brought under this Agreement shall be in Sedgwick County, Kansas.

21. Time Periods. Unless otherwise expressly provided, all periods for delivery or review and the like shall be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in Wichita, Kansas the time therefore shall be extended to the next business day.

22. Waiver. No delay or failure to exercise any right or remedy accruing to Seller upon any breach by Buyer under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. No delay or failure to exercise any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term or condition herein shall not be deemed to be a waiver of any other condition or of any subsequent breach of any term, covenant or condition herein.

23. Personal Property. The following personal property shall be included as part of this agreement: playground equipment and the curtain installed by the previous tenant.

24. Further Assurances. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

25. Survival. All covenants, agreements, representations and warranties made hereunder or pursuant hereto or in connection with the transaction contemplated by this Agreement shall survive Closing.

26. Execution. A duly executed copy of this Agreement shall be delivered to the parties.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESS OUR SIGNATURES effective as of the Effective Date

BUYER

SELLER

KIRKHART INVESTMENTS, LLC

CITY OF HAYSVILLE KANSAS



Josh Kirkhart

Date: 3-18-20

By: _____

Printed Name: _____

Title: _____

Date _____





CITY OF HAYSVILLE, KANSAS

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

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

www.haysville-ks.com

To: The Honorable Mayor, Bruce Armstrong
Haysville City Councilmembers

From: Tony Martinez
City of Haysville
Director of Public Works

Date: March 23, 2020

Re: Procurement of Wastewater Dewatering Equipment

Previously Council approved procurement of the rotary press for the dewatering project. Additional equipment from the same vendor has a lead time of 200 days so that each custom component can be manufactured, delivered and ready for installation in the facility, which should begin construction this summer. These costs include the Fournier emulsion polymer feed system, the conveyor system, the remote I/O panel, and bonding.

Fournier Industries, Inc.

\$65,895.00

We are requesting authorization to contract with Fournier Industries, Inc. for the procurement of additional components for the future bio-solids dewatering facility. This is a budgeted item and will be paid out of Wastewater Funds in the Wastewater budget.

A handwritten signature in blue ink, appearing to read 'T Martinez', is written over a horizontal line.

Tony Martinez
City of Haysville
Public Works Director

Return
To
Agenda

VENDOR NO NAME	PAYMENT AMT
10 A&E NOW MERIDIAN ANALYT	1,060.00
365 AMSOIL INC	3,195.50
372 ANIMAL CNTRL/CARE ACADEMY	575.00
433 ARMSTRONG CHAMBERLIN	823.69
450 APAC KANSAS INC	204.06
495 AT&T MOBILITY	127.18
690 BEACON ATHLETICS	922.70
695 BEALL & MITCHELL LLC	1,775.53
777 BIG TOOL STORE	67.90
817 BORDER STATES ELECTRIC	189.50
825 BMP EROSION SOLUTIONS	2,250.00
836 BRENNTAG SW	782.50
1016 CARTER-WATERS	131.79
1155 CINTAS CORPORATION	626.24
1229 CM3, INC.	2,834.00
1230 COATES GARAGE DOORS INC	1,350.00
1283 CONCRETE WORKS INC	3,250.00
1325 COX COMMUNICATIONS	220.30
1639 EAGLE SIGN & DESIGN	1,354.59
1720 EMPAC INC	1,732.80
1775 EWING IRRIGATION PRODUCTS	350.74
1865 FILE DEPOT, THE	123.00
1937 FLEETPRIDE	429.64
1950 FOLEY INDUSTRIES	705.32
2000 GALLS LLC	132.94

POSTED
MAR 24 2020

VENDOR NO NAME	PAYMENT AMT
2150 GRAINGER	134.20
2179 GREATER WICHITA YMCA	15.00
2266 HASTY AWARDS	732.30
2290 HAYSVILLE CHAMBER	900.00
2300 HAYSVILLE COMM LIBRARY	9,525.27
2345 HAYSVILLE RENTAL CENTER	271.05
2367 HAYSVILLE TRUE VALUE	1,026.56
2370 HAYSVILLE USD 261	446.26
2391 HEHNKE, JUSTIN	35.00
2421 HIGH TOUCH TECHNOLOGIES	261.25
2596 ICI	155.00-
2685 INTERLINGUAL INTERP. SVCS	163.50
2844 JOHN DEERE FINANCIAL	677.06
2874 K & A PROPERTY MAINT	1,822.50
3072 KDHE BUREAU OF ENVIRONMEN	20.00
3412 KANZA CO-OPERATIVE ASSOC.	3,540.34
3502 KONICA MINOLTA PREMIERE	381.06
3568 KWLS RADIO, LLC.	252.00
3612 LAUTZ LAW LLC	1,000.00
3860 MAXIMUM OUTDOOR EQUIPMENT	336.49
4035 MIDWEST ELECTRIC & MACH.	5,601.01
4210 MURPHY TRACTOR & EQUIPMEN	123,000.00
4348 NEW MEDICAL HEALTH CARE	580.00
4351 NEWEGG BUSINESS, INC.	37.29
4370 OFFICE DEPOT	55.98

VENDOR NO NAME	PAYMENT AMT
4384 OKLAHOMA D.A.R.E. ASSOC.	600.00
4396 O'REILLY AUTOMOTIVE INC	725.22
4520 PETTY CASH	1,835.00
4662 POWERPLAN	49.95
4708 PRICHARD ANIMAL HOSPITAL	44.00
4716 PROCOM LMR INC	63.75
4780 PRO-KEM SUPPLIES INC	102.00
4860 QUILL CORPORATION	145.72
5171 RUUD CONCRETE LLC	646.50
5236 SANDIFER ENGINEERING	127.50
5298 SCHULTE SUPPLY, INC.	556.00
5299 SCORE AMERICAN SOCCER CO	958.50
5330 SEDGWICK COUNTY ELECTRIC	778.62
5406 SEXTON KEVIN	35.00
5580 SW PLUS	176.69
5731 STERI-CLEAN KANSAS	2,170.00
5779 SUPERIOR RUBBER STAMP	11.80
5781 SUTTON, CASSANDRA	550.00
5886 TAP OF KANSAS	371.02
5952 TRITECH FORENSICS	37.78
6030 UNITED STATES POSTAL SERV	1,180.00
6082 UPS	24.04
6610 WICHITA STATE UNIVERSITY	175.00
6700 WILLIAMS JANITORIAL SUPPL	361.94
6701 WILLIAMS, JOY ATTORNEY	1,481.25

VENDOR NO NAME	PAYMENT AMT	
7176 STANDARD INSURANCE CO	492.75	* ENTRY ERROR - VOIDED
10255 REEVES, WHITNEY	110.25	
10338 SENECA, CASSANDRA	78.75	
	=====	
REPORT TOTAL	189,270.32	* New Total

FUND	NAME	TOTAL
01	GENERAL FU	18,442.84
10	SEWER FUND	13,994.26
11	WATER FUND	8,314.38
12	MUNICIPAL	175.00
14	STORMWATER	84.62
21	STREET FUN	2,930.75
25	LIBRARY FU	9,525.27
30	RECREATION	8,025.89
32	HAYSVILLE	20.00
36	CAPITAL IM	4,186.83
81	EQUIPMENT	123,000.00
92	TR GUEST T	570.48
		=====
	TOTAL	189,270.32

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ

INTRUST								
10 MERIDIAN ANALYTICAL LABS, LLC.								
W0000598	1	3/24/20	3/20/20	WATER TESTING	380.00	10	10-30-2040	1
				INVOICE TOTAL	380.00			
W0000624	1	3/24/20	3/20/20	WATER TESTING	260.00	10	10-30-2040	1
				INVOICE TOTAL	260.00			
W0000703	1	3/24/20	3/19/20	WATER TESTING	420.00	10	10-30-2040	1
				INVOICE TOTAL	420.00			
				VENDOR TOTAL	1,060.00			
365 AMSOIL INC								
18931202 RI	1	3/24/20	3/19/20	5W30/15W40 OIL - PUBLIC WORKS	798.87	10	10-30-2009	1
	2			5W30/15W40 OIL - PUBLIC WORKS	798.87	11	11-31-2009	1
	3			5W30/15W40 OIL - PUBLIC WORKS	798.88	21	21-41-2009	1
	4			5W30/15W40 OIL - PUBLIC WORKS	798.88	01	01-03-2009	1
				INVOICE TOTAL	3,195.50			
				VENDOR TOTAL	3,195.50			
372 ANIMAL CONTROL & CARE ACADEMY								
2020-0065	1	3/24/20	3/20/20	ACO CERTIFICATON - A. GOETZE	575.00	01	01-02-2013	1
				INVOICE TOTAL	575.00			
				VENDOR TOTAL	575.00			
433 ARMSTRONG CHAMBERLIN								
14187	1	3/24/20	3/20/20	SEM MGMNT/REPORTING - FEB 2020	300.00	92	92-66-3001	1
	2			GOOGLE SEARCH/DISPL - FEB 2020	523.69	36	36-56-3005	1
				INVOICE TOTAL	823.69			
				VENDOR TOTAL	823.69			
450 APAC KANSAS INC								
8001833997	1	3/24/20	3/20/20	BM-2 WARM MIX - STREET REPAIRS 3.97 TONS WATER MAIN BREAK @ MAIN/GRAND	204.06	21	21-41-2006	1
				INVOICE TOTAL	204.06			
				VENDOR TOTAL	204.06			
495 AT&T MOBILITY								
FEB 2020	1	3/24/20	3/20/20	MONTHLY CELL PHONE BILLING	127.18	30	30-50-2094	1
				INVOICE TOTAL	127.18			
				VENDOR TOTAL	127.18			
690 BEACON ATHLETICS								
0516179-IN	1	3/24/20	3/20/20	HOME PLATE/ANCHORS - P/C SPORT	796.70	01	01-03-2046	1
	2			FREIGHT CHARGE	126.00	01	01-03-2046	1
				INVOICE TOTAL	922.70			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
VENDOR TOTAL					922.70			
MAR 2020	1	3/24/20	3/20/20	695 BEALL & MITCHELL LLC PROFESSIONAL SERVICES - JUDGE	1,775.53	01	01-06-1100	1
INVOICE TOTAL					1,775.53			
VENDOR TOTAL					1,775.53			
594969	1	3/24/20	3/20/20	777 BIG TOOL STORE 1" CHOP SAW BLADE 10EA.	16.98	10	10-30-2009	1
	2			1" CHOP SAW BLADE 10EA.	16.97	11	11-31-2009	1
	3			1" CHOP SAW BLADE 10EA.	16.98	21	21-41-2009	1
	4			1" CHOP SAW BLADE 10EA.	16.97	01	01-03-2009	1
INVOICE TOTAL					67.90			
VENDOR TOTAL					67.90			
919561404	1	3/24/20	3/19/20	817 BORDER STATES ELECTRIC SUPPLY PORCELAIN SKT MOGUL 20EA.	180.00	36	36-56-3036	1
	2			DT8 DUCT TAPE 2EA. ROLLS	9.50	36	36-56-3036	1
INVOICE TOTAL					189.50			
VENDOR TOTAL					189.50			
816306	1	3/24/20	3/20/20	825 BMP EROSION SOLUTIONS STRAW WATTLE 1800FT. (DORNER)	2,250.00	36	36-56-3041	1
INVOICE TOTAL					2,250.00			
VENDOR TOTAL					2,250.00			
BSW188374	1	3/24/20	3/19/20	836 BRENNTAG SOUTHWEST INC CHLORINE 600 LBS. (WATER)	538.12	11	11-00-2001	1
	2			CHLORINE 600 LBS. (WATER)	244.38	11	11-31-2009	1
INVOICE TOTAL					782.50			
VENDOR TOTAL					782.50			
13836137-00	1	3/24/20	3/20/20	1016 CARTER-WATERS REBAR/FIBRE TUBES-PW PRKNG LOT	43.93	10	10-30-2009	1
	2			REBAR/FIBRE TUBES-PW PRKNG LOT	43.93	11	11-31-2009	1
	3			PW PARKING LOT LIGHTS	43.93	21	21-41-2009	1
INVOICE TOTAL					131.79			
VENDOR TOTAL					131.79			
451690728	1	3/24/20	3/20/20	1155 CINTAS CORPORATION #451 PW BREAK/RESTROOM CLEANING	26.13	10	10-30-2004	1
	2			UNIFORM CLEAN & RENT	26.12	21	21-41-2004	1
	3			UNIFORM CLEAN & RENT	26.13	21	21-41-2004	1
	4			UNIFORM CLEAN & RENT	26.12	01	01-03-2004	1
	5			UNIFORM CLEAN & RENT	26.12	01	01-20-2004	1
INVOICE TOTAL					130.62			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
451690956	1	3/24/20	3/20/20	SHOP TOWELS & SUPPLIES	46.44	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	46.44	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	46.43	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	19.71	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	41.86	10	10-30-2016	1
	6			UNIFORM CLEAN & RENT	27.13	11	11-31-2016	1
	7			UNIFORM CLEAN & RENT	13.17	21	21-41-2016	1
	8			UNIFORM CLEAN & RENT	3.10	01	01-20-2016	1
				INVOICE TOTAL	244.28			
451693153	1	3/24/20	3/19/20	SHOP TOWELS & SUPPLIES	47.40	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	47.40	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	47.41	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	19.71	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	43.24	10	10-30-2016	1
	6			UNIFORM CLEAN & RENT	28.51	11	11-31-2016	1
	7			UNIFORM CLEAN & RENT	17.67	21	21-41-2016	1
				INVOICE TOTAL	251.34			
				VENDOR TOTAL	626.24			
SD3778				1229 CM3, INC.				
	1	3/24/20	3/19/20	S/C 2/28 LIBRARY CIRC. PUMP INSTALL NEW HOT WATER PUMP	2,834.00	01	01-09-2048	1
				INVOICE TOTAL	2,834.00			
				VENDOR TOTAL	2,834.00			
8333				1230 COATES GARAGE DOORS INC				
	1	3/24/20	3/20/20	S/C 3/13 PW S. SHOP GARAGE DR. INSTALL NEW 14X14' DOOR	337.50	10	10-30-2006	1
	2			S/C 3/13 PW S. SHOP GARAGE DR. INSTALL NEW 14X14' DOOR	337.50	11	11-31-2006	1
	3			S/C 3/13 PW S. SHOP GARAGE DR. INSTALL NEW 14X14' DOOR	337.50	21	21-41-2006	1
				INVOICE TOTAL	1,350.00			
				VENDOR TOTAL	1,350.00			
3/24/2020 A				1283 CONCRETE WORKS INC				
	1	3/24/20	3/19/20	PROJECT:SARAH LN. SIDEWALK	225.00	11	11-31-2040	1
				INVOICE TOTAL	225.00			
3/24/2020 B				1283 CONCRETE WORKS INC				
	1	3/24/20	3/19/20	PROJECT:DRIVEWAY @ 4TH/WIRE ST	875.00	11	11-31-2040	1
				INVOICE TOTAL	875.00			
3/24/2020 C				1283 CONCRETE WORKS INC				
	1	3/24/20	3/19/20	PROJECT:SARAH LN. CURB/GUTTERS	2,150.00	11	11-31-2040	1
				INVOICE TOTAL	2,150.00			
				VENDOR TOTAL	3,250.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ

1325 COX COMMUNICATIONS								
MAR 2020 HAC	1	3/24/20	3/20/20	HAC - CABLE SVC.	82.03	30	30-50-2003	1
	2			HAC - DATA SVC.	132.81	30	30-50-2002	1
				INVOICE TOTAL	214.84			
MAR 2020 PW*								
	1	3/24/20	3/20/20	CABLE/DATA SERVICES	1.09	01	01-03-2002	1
	2			CABLE/DATA SERVICES	1.09	01	01-20-2002	1
	3			CABLE/DATA SERVICES	1.09	10	10-30-2002	1
	4			CABLE/DATA SERVICES	1.09	11	11-31-2002	1
	5			CABLE/DATA SERVICES	1.10	21	21-41-2002	1
				INVOICE TOTAL	5.46			
				VENDOR TOTAL	220.30			
1639 EAGLE SIGN & DESIGN								
24955	1	3/24/20	3/19/20	24X24" VICKERS HISTORICAL SIGN	1,152.00	01	01-10-2088	1
	2			3"X7' RND ALUMINUM POST	146.00	01	01-10-2088	1
	3			FREIGHT CHARGE	56.59	01	01-10-2088	1
				INVOICE TOTAL	1,354.59			
				VENDOR TOTAL	1,354.59			
1720 EMPAC INC								
9234	1	3/24/20	3/19/20	2020 EMPLOYEE ASSISTANCE PROGR	866.40	01	01-10-2040	1
	2			2020 EMPLOYEE ASSISTANCE PROGR	433.20	10	10-30-2040	1
				76 EMPLOYEES (FULL TIME)				
	3			2020 EMPLOYEE ASSISTANCE PROGR	433.20	11	11-31-2040	1
				76 EMPLOYEES (FULL TIME)				
				INVOICE TOTAL	1,732.80			
				VENDOR TOTAL	1,732.80			
1775 EWING IRRIGATION PRODUCTS								
9132484	1	3/24/20	3/20/20	TURFACE MOUND CLAY - P/C SPORT	350.74	30	30-50-2046	1
				50LB BAG - 20 EA.				
				INVOICE TOTAL	350.74			
				VENDOR TOTAL	350.74			
1865 THE FILE DEPOT								
5438	1	3/24/20	3/20/20	DOCUMENT DESTRUCTION 3/6/2020	123.00	01	01-01-2012	1
				INVOICE TOTAL	123.00			
				VENDOR TOTAL	123.00			
1937 FLEETPRIDE								
47720904	1	3/24/20	3/20/20	DIRECTIONAL LED WARNING LIGHTS	429.64	01	01-20-2035	1
				INVOICE TOTAL	429.64			
				VENDOR TOTAL	429.64			
1950 FOLEY INDUSTRIES								
PS000187471	1	3/24/20	3/20/20	CUTTING EDGE 2EA.- 120G RD GRD	269.34	21	21-41-2009	1
				INVOICE TOTAL	269.34			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
PS000187733	1	3/24/20	3/19/20	FILTER/ELEMENT - CHALLENGER 55 INVOICE TOTAL	160.64 160.64	10	10-30-2006	1
PS00187734	1	3/24/20	3/19/20	SWITCH ASSY. 2EA. - CHALLENGER INVOICE TOTAL	275.34 275.34	10	10-30-2006	1
				VENDOR TOTAL	705.32			
				2000 GALLS LLC				
015163141	1	3/24/20	3/20/20	CREDIT:RETURN TALON BATON 3EA. INVOICE TOTAL	351.75- 351.75-	01	01-02-2016	1
015202984	1	3/24/20	3/20/20	SENTRY BATON 3EA. INVOICE TOTAL	158.37 158.37	01	01-02-2016	1
015278433	1	3/24/20	3/19/20	1" CLOTH TROUSER STRIPING 21EA INVOICE TOTAL	187.95 187.95	01	01-02-2016	1
015278443	1	3/24/20	3/19/20	TROP2 UNIFORM TROUSERS 3EA. INVOICE TOTAL	128.25 128.25	01	01-02-2016	1
015278450	1	3/24/20	3/19/20	SERGEANT/CORPORAL CHEVRONS 6EA. INVOICE TOTAL	10.12 10.12	01	01-02-2016	1
				VENDOR TOTAL	132.94			
				2150 GRAINGER				
9464371708	1	3/24/20	3/20/20	SAFETY GLASSES, CLEAR 20EA. INVOICE TOTAL	70.80 70.80	10	10-30-2012	1
9464371716	1	3/24/20	3/20/20	SAFETY GLASSES DISPENSER 1EA. INVOICE TOTAL	63.40 63.40	10	10-30-2012	1
				VENDOR TOTAL	134.20			
				2179 GREATER WICHITA YMCA				
9445	1	3/24/20	3/19/20	BLOOD LIPID SCREENING 1EA. INVOICE TOTAL	15.00 15.00	01	01-23-2085	1
				VENDOR TOTAL	15.00			
				2266 HASTY AWARDS				
03201237	1	3/24/20	3/19/20	GOLD SOCCER MEDALS 325EA. 2 SHIPPING	695.50 36.80	30 30	30-50-2092 30-50-2092	1 1
				INVOICE TOTAL	732.30			
				VENDOR TOTAL	732.30			
				2290 HAYSVILLE CHAMBER OF COMMERCE				
3623	1	3/24/20	3/20/20	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 MEMBERSHIP	50.00	01	01-18-2012	1
	5			CITY CLERK MEMBERSHIP	50.00	01	01-01-2064	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	6			PW DIRECTOR MEMBERSHIP	25.00	10	10-30-2012	1
	7			PW DIRECTOR MEMBERSHIP	25.00	11	11-31-2012	1
	8			HAC 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 2020	1	3/24/20	3/20/20	LIBRARY AD-VALOREM DISTR.	5,257.62	25	25-45-2012	1
	2			LIBRARY AD-VALOREM DISTR.	1.66	25	25-45-2012	1
	3			LIBRARY - BACK TAX	717.94	25	25-45-2012	1
	4			LIBRARY - MOTOR VEHICLE	3,200.32	25	25-45-2012	1
	5			LIBRARY - REC. VEHICLE	28.07	25	25-45-2012	1
	6			COMMERCIAL VEHICLE TAX	266.83	25	25-45-2012	1
	7			WATERCRAFT TAX	52.83	25	25-45-2012	1
				INVOICE TOTAL	9,525.27			
				VENDOR TOTAL	9,525.27			
				2345 HAYSVILLE RENTAL CENTER				
66814	1	3/24/20	3/19/20	RENTAL: BOOMLIFT 3/4/2020	175.00	12	12-32-2006	1
				INVOICE TOTAL	175.00			
				2367 HAYSVILLE TRUE VALUE				
66957	1	3/24/20	3/20/20	PURCHASE:FUEL TRTMNT/OIL 3/10 FOR PARK DEPT. EQUIPMENT MAINT	96.05	01	01-03-2006	1
				INVOICE TOTAL	96.05			
				VENDOR TOTAL	271.05			
				2367 HAYSVILLE TRUE VALUE				
STMNT. 2/29/2020	1	3/24/20	3/20/20	MONTHLY HARDWARE SUPPLIES	74.46	10	10-30-2006	1
	2			MONTHLY HARDWARE SUPPLIES	63.59	10	10-30-2009	1
	3			MONTHLY HARDWARE SUPPLIES	223.17	10	10-30-2012	1
	4			MONTHLY HARDWARE SUPPLIES	4.96	11	11-31-2006	1
	5			MONTHLY HARDWARE SUPPLIES	119.58	11	11-31-2009	1
	6			MONTHLY HARDWARE SUPPLIES	52.01	11	11-31-2012	1
	7			MONTHLY HARDWARE SUPPLIES	4.96	21	21-41-2006	1
	8			MONTHLY HARDWARE SUPPLIES	92.66	21	21-41-2009	1
	9			MONTHLY HARDWARE SUPPLIES	31.84	21	21-41-2012	1
	10			MONTHLY HARDWARE SUPPLIES	18.98	01	01-03-2006	1
	11			MONTHLY HARDWARE SUPPLIES	141.79	01	01-03-2009	1
	12			MONTHLY HARDWARE SUPPLIES	16.73	01	01-09-2009	1
	13			MONTHLY HARDWARE SUPPLIES	34.99	01	01-09-2079	1
	14			MONTHLY HARDWARE SUPPLIES	3.88	01	01-12-2012	1
	15			MONTHLY HARDWARE SUPPLIES	10.99	01	01-12-2006	1
	16			MONTHLY HARDWARE SUPPLIES	8.88	36	36-56-3036	1
	17			MONTHLY HARDWARE SUPPLIES	17.77	36	36-56-3043	1
	18			MONTHLY HARDWARE SUPPLIES	11.99	36	36-56-3006	1
	19			MONTHLY HARDWARE SUPPLIES	74.85	01	01-10-2054	1
	20			MONTHLY HARDWARE SUPPLIES	18.48	92	92-66-3001	1
				INVOICE TOTAL	1,026.56			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					1,026.56			
2370 HAYSVILLE USD 261								
3/24/2020	1	3/24/20	3/19/20	SOS DAY 2/13 - DRIVER PAY/MILE	296.26	30	30-50-2094	1
	2			DDDN 3/7 - DRIVER PAY/MILE	150.00	30	30-50-2092	1
INVOICE TOTAL					446.26			
VENDOR TOTAL					446.26			
2391 JUSTIN D. HEHNKE								
MAR 2020	1	3/24/20	3/19/20	REIMBURSE CELL PHONE USE	35.00	01	01-02-2040	1
INVOICE TOTAL					35.00			
VENDOR TOTAL					35.00			
2421 HIGH TOUCH TECHNOLOGIES								
0131873-IN	1	3/24/20	3/19/20	S/C 2/28 TECH SUPPORT (CITY)	111.25	01	01-21-2040	1
INVOICE TOTAL					111.25			
2421 HIGH TOUCH TECHNOLOGIES								
0132480-IN	1	3/24/20	3/19/20	S/C 3/6 TECH SUPPORT (CITY)	150.00	01	01-21-2040	1
INVOICE TOTAL					150.00			
VENDOR TOTAL					261.25			
2596 ICI								
11998	1	3/24/20	3/19/20	ADD PROPERTY	24.00	01	01-10-2020	1
INVOICE TOTAL					24.00			
2596 ICI								
11999	1	3/24/20	3/19/20	ADD LAND LOTS	10.00	01	01-10-2020	1
INVOICE TOTAL					10.00			
2596 ICI								
12000	1	3/24/20	3/19/20	ADD 2019 BUSH HIG MOWER (STR.)	17.00	21	21-41-2020	1
INVOICE TOTAL					17.00			
2596 ICI								
12001	1	3/24/20	3/19/20	REMOVE CHEVY S10 (SEWER DEPT)	48.00-	10	10-30-2020	1
INVOICE TOTAL					48.00-			
2596 ICI								
12006	1	3/24/20	3/19/20	REMOVE K9 COVERAGE *ROX-RETIRE	158.00-	01	01-10-2020	1
INVOICE TOTAL					158.00-			
VENDOR TOTAL					155.00-		NO CHECK ISSUING	
2685 INTERLINGUAL INTERPRETING SVCS								
3870	1	3/24/20	3/20/20	INTERPRETATION SVCS. 2/4/2020	40.00	01	01-06-2012	1
	2			MILEAGE - WICHITA/HAYSVILLE	14.50	01	01-06-2012	1
INVOICE TOTAL					54.50			
2685 INTERLINGUAL INTERPRETING SVCS								
3871	1	3/24/20	3/20/20	INTERPRETATION SVCS. 2/11/2020	40.00	01	01-06-2012	1
	2			MILEAGE - WICHITA/HAYSVILLE	14.50	01	01-06-2012	1
INVOICE TOTAL					54.50			
2685 INTERLINGUAL INTERPRETING SVCS								
3905	1	3/24/20	3/20/20	INTERPRETATION SVCS. 2/25/2020	40.00	01	01-06-2012	1
	2			MILEAGE - WICHITA/HAYSVILLE	14.50	01	01-06-2012	1
INVOICE TOTAL					54.50			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					163.50			
10178070	1	3/24/20	3/20/20	2844 JOHN DEERE FINANCIAL REPAIR PARTS - JD 997 MOWERS	242.25	01	01-03-2006	1
				INVOICE TOTAL	242.25			
10179029	1	3/24/20	3/20/20	S/C 3/13 JD X485 MOWER	407.08	30	30-50-2046	1
	2			REPAIR PARTS	27.73	30	30-50-2046	1
				INVOICE TOTAL	434.81			
VENDOR TOTAL					677.06			
3/12/2020	1	3/24/20	3/20/20	2874 K & A PROPERTY MAINTENANCE LLC FLOOR WAXING - SENIOR CENTER	1,185.00	36	36-56-3008	1
				INVOICE TOTAL	1,185.00			
4701	1	3/24/20	3/19/20	CLEAN/DISINFECT HAC	337.50	30	30-50-2025	1
	2			CLEAN/DISINFECT SR. CNTR.	300.00	01	01-12-2025	1
				INVOICE TOTAL	637.50			
VENDOR TOTAL					1,822.50			
2020 FEES	1	3/24/20	3/19/20	3072 KDHE BUREAU OF ENVIRONMENTAL 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			
1014033	1	3/24/20	3/20/20	3412 KANZA CO-OPERATIVE ASSOC. UNLEADED FUEL 1400 GAL.	2,105.00	10	10-00-2001	1
	2			UNLEADED FUEL 1400 GAL.	443.36	10	10-30-2009	1
				INVOICE TOTAL	2,548.36			
1014036	1	3/24/20	3/20/20	DIESEL FUEL 501 GAL.	991.98	10	10-00-2001	1
				INVOICE TOTAL	991.98			
VENDOR TOTAL					3,540.34			
409315884	1	3/24/20	3/20/20	3502 KONICA MINOLTA PREMIERE KONICA C3350 COPER LEASE PYMNT	381.06	01	01-12-2004	1
				INVOICE TOTAL	381.06			
VENDOR TOTAL					381.06			
IN-1200217037	1	3/24/20	3/19/20	3568 KWLS RADIO, LLC. RADIO ADVERT. - HOME SHOW 2020	252.00	92	92-66-3001	1
				INVOICE TOTAL	252.00			
VENDOR TOTAL					252.00			
MAR 2020	1	3/24/20	3/20/20	3612 LAUTZ LAW, LLC PUBLIC DEFENDER MONTHLY SVCS.	1,000.00	01	01-06-2037	1
				INVOICE TOTAL	1,000.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
VENDOR TOTAL					1,000.00			
3860 MAXIMUM OUTDOOR EQUIPMENT								
295560	1	3/24/20	3/20/20	MISC. REPAIR PARTS - MOWERS	55.61	11	11-31-2006	1
INVOICE TOTAL					55.61			
295619								
295619	1	3/24/20	3/20/20	STARTER/FILTERS/OIL - WW MOWER	280.88	10	10-30-2006	1
INVOICE TOTAL					280.88			
VENDOR TOTAL					336.49			
4035 MIDWEST ELECTRIC & MACHINE								
16199E	1	3/24/20	3/20/20	REBUILD DIGESTER AERATOR MOTOR	5,601.01	10	10-30-2006	1
INVOICE TOTAL					5,601.01			
VENDOR TOTAL					5,601.01			
4210 MURPHY TRACTOR & EQUIPMENT								
3/24/2020	1	3/24/20	3/20/20	2012 JD 210GLC EXCAVATOR	123,000.00	81	81-66-3001	1
INVOICE TOTAL					123,000.00			
VENDOR TOTAL					123,000.00			
4348 NEW MEDICAL HEALTH CARE, LLC								
421051	1	3/24/20	3/19/20	S. ZAMAN UDS, BAT	47.50	30	30-50-2012	1
INVOICE TOTAL					47.50			
421052								
421052	1	3/24/20	3/19/20	M. LIPPOLDT UDS, BAT	16.63	10	10-30-2012	1
	2			M. LIPPOLDT UDS, BAT	11.87	11	11-31-2012	1
	3			M. LIPPOLDT UDS, BAT	7.13	21	21-41-2012	1
	4			M. LIPPOLDT UDS, BAT	11.87	14	14-34-2012	1
INVOICE TOTAL					47.50			
422615								
422615	1	3/24/20	3/19/20	N. CABALLERONMHC PHYSICAL	17.50	10	10-30-2012	1
	2			N. CABALLERONMHC PHYSICAL	10.50	11	11-31-2012	1
	3			N. CABALLERONMHC PHYSICAL	21.00	21	21-41-2012	1
	4			N. CABALLERONMHC PHYSICAL	21.00	14	14-34-2012	1
INVOICE TOTAL					70.00			
422800								
422800	1	3/24/20	3/19/20	N. CABALLERO UDS, BAT, PCP	43.12	10	10-30-2012	1
	2			N. CABALLERO UDS, BAT, PCP	25.88	11	11-31-2012	1
	3			N. CABALLERO UDS, BAT, PCP	51.75	21	21-41-2012	1
	4			N. CABALLERO UDS, BAT, PCP	51.75	14	14-34-2012	1
INVOICE TOTAL					172.50			
423267								
423267	1	3/24/20	3/19/20	T. JOHNSON UDS, BAT, PCP	172.50	01	01-03-2012	1
INVOICE TOTAL					172.50			
423600								
423600	1	3/24/20	3/19/20	T. JOHNSON NMHC PHYSICAL	70.00	01	01-03-2012	1
INVOICE TOTAL					70.00			
VENDOR TOTAL					580.00			

4351 NEWEGG BUSINESS, INC.

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

1302682433	1	3/24/20	3/20/20	4351 NEWEGG BUSINESS, INC. HDMI CONNECTORS 2EA.	29.99	01	01-21-2012	1
				INVOICE TOTAL	29.99			
1302686009	1	3/24/20	3/20/20	HDMI CONNECTOR 1EA.	7.30	01	01-21-2004	1
				INVOICE TOTAL	7.30			
				VENDOR TOTAL	37.29			
446313353001	1	3/24/20	3/20/20	4370 OFFICE DEPOT ASST. OCCASS. CARDS 25/BX	39.99	01	01-18-2004	1
				INVOICE TOTAL	39.99			
446313506001	1	3/24/20	3/20/20	23X17" CORK BOARD 1EA.	15.99	01	01-04-2004	1
				INVOICE TOTAL	15.99			
				VENDOR TOTAL	55.98			
3/24/2020	1	3/24/20	3/20/20	4384 OKLAHOMA D.A.R.E. ASSOCIATION DARE OFFICER TRNG. - J. STARNES	300.00	01	01-02-2015	1
				INVOICE TOTAL	300.00			
3/24/2020*	1	3/24/20	3/20/20	DARE OFFICER TRNG - A. WATKINS	300.00	01	01-02-2015	1
				INVOICE TOTAL	300.00			
				VENDOR TOTAL	600.00			
4814-319870	1	3/24/20	3/19/20	4396 O'REILLY AUTOMOTIVE INC CREDIT:RETURN LTR ASSY TRK #19	7.99-	11	11-31-2006	1
				INVOICE TOTAL	7.99-			
4814-330803	1	3/24/20	3/19/20	INTAKE GASKET - CAR #06-15	26.73	01	01-02-2035	1
				INVOICE TOTAL	26.73			
4814-332380	1	3/24/20	3/19/20	TRAILER LITE - PD RADAR TRLR.	17.99	01	01-02-2035	1
				INVOICE TOTAL	17.99			
4814-332762	1	3/24/20	3/19/20	CREDIT:RETURN MASTER TRK #10	47.74-	30	30-50-2012	1
				INVOICE TOTAL	47.74-			
4814-333683	1	3/24/20	3/19/20	RELAY - CAR #15-13	8.99	01	01-02-2035	1
				INVOICE TOTAL	8.99			
4814-333832	1	3/24/20	3/19/20	DISC PAD SET - CAR #07-16	86.11	01	01-02-2035	1
				INVOICE TOTAL	86.11			
4814-334351	1	3/24/20	3/19/20	STABILIZER 2EA. - CAR #07-16	95.16	01	01-02-2035	1
				INVOICE TOTAL	95.16			
4814-334377	1	3/24/20	3/19/20	COPPER SPARK PLUGS 16EA. (PARK)	47.44	01	01-03-2006	1
				INVOICE TOTAL	47.44			
4814-334723	1	3/24/20	3/19/20	MISC. FILTERS - TRK #33,41,&46	131.55	01	01-03-2006	1
				INVOICE TOTAL	131.55			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4814-334724	1	3/24/20	3/19/20	MISC. FILTERS - TRK #1,40,&42	18.60	10	10-30-2006	1
	2			MISC. FILTERS - TRK #1,40,&42	18.60	11	11-31-2006	1
	3			MISC. FILTERS - TRK #1,40,&42	18.60	21	21-41-2006	1
				INVOICE TOTAL	55.80			
4814-334766	1	3/24/20	3/19/20	OIL/AIR FILTER 1EA. - TRK #15	16.95	01	01-20-2035	1
				INVOICE TOTAL	16.95			
4814-334842	1	3/24/20	3/19/20	BATTERY - TRK #11	122.12	01	01-03-2006	1
				INVOICE TOTAL	122.12			
4814-334881	1	3/24/20	3/19/20	INDICATOR 1EA. - TRK #11	22.70	01	01-03-2006	1
				INVOICE TOTAL	22.70			
4814-334895	1	3/24/20	3/19/20	HAND CLNR/NAIL BRUSHES - PW	15.64	10	10-30-2012	1
	2			HAND CLNR/NAIL BRUSHES - PW	15.64	11	11-31-2012	1
	3			HAND CLNR/NAIL BRUSHES - PW	15.64	21	21-41-2012	1
	4			HAND CLNR/NAIL BRUSHES - PW	15.64	01	01-03-2012	1
				INVOICE TOTAL	62.56			
4814-335222	1	3/24/20	3/19/20	MOTOR OIL - TRK #15	52.48	01	01-20-2035	1
				INVOICE TOTAL	52.48			
4814-335266	1	3/24/20	3/19/20	MULTI SW 1EA. - TRK #11	34.37	01	01-03-2006	1
				INVOICE TOTAL	34.37			
				VENDOR TOTAL	725.22			
				4520 PETTY CASH				
3/24/2020	1	3/24/20	3/20/20	REIMBURSE FUND	330.00	01	01-00-5016	1
	2			REIMBURSE FUND	20.00	32	32-00-5012	1
	3			REIMBURSE FUND	20.00	10	10-30-2015	1
	4			REIMBURSE FUND	650.00	30	30-00-5016	1
	5			REIMBURSE FUND	815.00	30	30-00-6004	1
				INVOICE TOTAL	1,835.00			
				VENDOR TOTAL	1,835.00			
				4662 POWERPLAN				
1337016	1	3/24/20	3/20/20	OIL FILTER 1EA. - JD 310SJ	49.95	21	21-41-2006	1
				INVOICE TOTAL	49.95			
				VENDOR TOTAL	49.95			
				4708 PRICHARD ANIMAL HOSPITAL PA				
273469	1	3/24/20	3/20/20	TRIFLEXIS BLUE TICK CNTRL 2EA.	44.00	01	01-02-2047	1
				INVOICE TOTAL	44.00			
				VENDOR TOTAL	44.00			
				4716 PROCOM LMR, INC.				
18421	1	3/24/20	3/20/20	MOTOROLA PORT. RADIO REPAIRS	63.75	01	01-02-2007	1
				INVOICE TOTAL	63.75			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					63.75			
13314				4780 PRO-KEM SUPPLIES INC				
	1	3/24/20	3/20/20	PULSE SVC. - PD 5EA.	42.50	01	01-02-2004	1
	2			PULSE SVC. - CITY BLDG. 5EA.	42.50	01	01-09-2012	1
	3			PULSE SVC. - SR. CNTR. 2EA.	17.00	01	01-12-2025	1
INVOICE TOTAL					102.00			
VENDOR TOTAL					102.00			
5563313				4860 QUILL CORPORATION				
	1	3/24/20	3/19/20	MISC. OFFICE SUPPLIES (PD)	145.72	01	01-02-2004	1
	INVOICE TOTAL					145.72		
VENDOR TOTAL					145.72			
2434				5171 RUUD CONCRETE LLC				
	1	3/24/20	3/19/20	4000 ROCK MIX - PW PARKING LOT	215.50	10	10-30-2009	1
	2			4000 ROCK MIX - PW PARKING LOT	215.50	11	11-31-2009	1
				PARKING LOT LIGHTS				
	3			4000 ROCK MIX - PW PARKING LOT	215.50	21	21-41-2009	1
PARKING LOT LIGHTS								
INVOICE TOTAL					646.50			
VENDOR TOTAL					646.50			
38045				5236 SANDIFER ENGINEERING & CONTROL				
	1	3/24/20	3/20/20	S/C 2/24 LIBRARY HVAC SYSTEM	112.50	01	01-09-2048	1
	2			TRIP CHARGE	15.00	01	01-09-2048	1
INVOICE TOTAL					127.50			
VENDOR TOTAL					127.50			
S1158553.001				5298 SCHULTE SUPPLY, INC.				
	1	3/24/20	3/20/20	15/16" ICS POWERGRIT CHAIN 1EA	556.00	21	21-41-2006	1
	INVOICE TOTAL					556.00		
VENDOR TOTAL					556.00			
57030				5299 SCORE AMERICAN SOCCER CO., INC				
	1	3/24/20	3/20/20	WHT. FIELD MARKING PAINT 30EA.	958.50	30	30-50-2092	1
	INVOICE TOTAL					958.50		
VENDOR TOTAL					958.50			
FEB 2020 - EAST				5330 SEDGWICK COUNTY ELECTRIC COOP				
	1	3/24/20	3/20/20	ELECTRIC USE @ EAST WATER WELL	736.15	11	11-31-2003	1
	INVOICE TOTAL					736.15		
FEB 2020 - WEST				5330 SEDGWICK COUNTY ELECTRIC COOP				
	1	3/24/20	3/20/20	ELECTRIC USE @ WEST WATER WELL	42.47	11	11-31-2003	1
	INVOICE TOTAL					42.47		
VENDOR TOTAL					778.62			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

MAR 2020	1	3/24/20	3/19/20	5406 KEVIN SEXTON REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	01	01-02-2040	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
I-213824	1	3/24/20	3/20/20	5580 SW PLUS 24X24 CAN LINERS 1CS. - SR CNTR	15.29	01	01-12-2012	1
	2			24X24 CAN LINERS 1CS. - CITY	15.29	01	01-09-2009	1
	3			MULTIFOLD TOWELS 2CS. - SR CNTR	45.18	01	01-12-2012	1
	4			MULTIFOLD TOWELS 1CS. - CITY	22.59	01	01-09-2009	1
	5			KITCHEN TOWELS 1 CS. - CITY	24.99	01	01-09-2009	1
	6			BATHROOM CLEANER 1CS. - CITY	19.69	01	01-09-2009	1
	7			33X40 CAN LINER 1CS. - CITY	29.42	01	01-09-2009	1
	8			VINYL GLOVES 1 BX. - SR CNTR	4.24	01	01-12-2012	1
				INVOICE TOTAL	176.69			
				VENDOR TOTAL	176.69			
03182020001	1	3/24/20	3/19/20	5731 STERI-CLEAN KANSAS STERILIZATION SVCS. 3/21/2020 HAYSVILLE ACTIVITY CENTER	2,170.00	30	30-50-2025	1
				INVOICE TOTAL	2,170.00			
				VENDOR TOTAL	2,170.00			
95153	1	3/24/20	3/20/20	5779 SUPERIOR RUBBER STAMP 1-1/2X9" NAMEPLATE 1EA.	7.80	01	01-04-2004	1
	2			POSTAGE	4.00	01	01-04-2004	1
				INVOICE TOTAL	11.80			
				VENDOR TOTAL	11.80			
3/9/2020	1	3/24/20	3/20/20	5781 CASSANDRA SUTTON CPR/AED INSTRUCTOR: 3/4 HAC	550.00	30	30-50-2015	1
				INVOICE TOTAL	550.00			
				VENDOR TOTAL	550.00			
3233196	1	3/24/20	3/19/20	5886 THE TAP OF KANSAS INC 3" HYDRANT 3EA.	259.72	11	11-31-2009	1
				INVOICE TOTAL	259.72			
3233198	1	3/24/20	3/19/20	CREDIT:RETURN 3" HYDRANT 3EA.	259.72-	11	11-31-2009	1
				INVOICE TOTAL	259.72-			
3233215	1	3/24/20	3/19/20	3" HYDRANT 2EA/3/4" 90ELL 4EA	197.88	11	11-31-2009	1
				INVOICE TOTAL	197.88			
3236131	1	3/24/20	3/19/20	3" HYDRANT 2EA.	173.14	11	11-31-2009	1
				INVOICE TOTAL	173.14			
				VENDOR TOTAL	371.02			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

236139	1	3/24/20	3/20/20	5952 TRITECH FORENSICS 4X9" BANK CHK BAGS 100/PK 2EA.	37.78	01	01-02-2047	1
				INVOICE TOTAL	37.78			
				VENDOR TOTAL	37.78			
MAR 2020	1	3/24/20	3/20/20	6030 UNITED STATES POSTAL SERVICE 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			
00005V25R7100	1	3/24/20	3/20/20	6082 U P S SHIPMENT:MASTERMETER 2/28/2020	24.04	11	11-31-2011	1
				INVOICE TOTAL	24.04			
				VENDOR TOTAL	24.04			
243199	1	3/24/20	3/20/20	6610 WICHITA STATE UNIVERSITY 2020 KGIA CONF. - B. SIMMONS	175.00	01	01-02-2015	1
				INVOICE TOTAL	175.00			
				VENDOR TOTAL	175.00			
0583768-IN	1	3/24/20	3/19/20	6700 WILLIAMS JANITORIAL SUPPLY MISC. JANITORIAL SUPPLIES	361.94	01	01-03-2009	1
				INVOICE TOTAL	361.94			
				VENDOR TOTAL	361.94			
3/24/2020	1	3/24/20	3/20/20	6701 JOY WILLIAMS APPEAL CASE 3.85 HRS. 3/18/20	481.25	01	01-06-1100	1
				INVOICE TOTAL	481.25			
MAR 2020	1	3/24/20	3/20/20	PROSECUTING SERVICES	1,000.00	01	01-06-1100	2
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,481.25			
3/24/2020 A	1	3/24/20	3/20/20	10255 WHITNEY REEVES TUMBLING INSTRUCT. 2.25HR 2/29	20.25	30	30-50-1250	1
	2			TUMBLING INSTRUCT. 1.75HR 3/3	15.75	30	30-50-1250	1
	3			TUMBLING INSTRUCT. 3.25HR 3/7	29.25	30	30-50-1250	1
	4			TUMBLING INSTRUCT. 1.75HR 3/10	15.75	30	30-50-1250	1
				INVOICE TOTAL	81.00			
3/24/2020 B	1	3/24/20	3/20/20	TUMBLING INSTRUCT. 3.25HR 3/14	29.25	30	30-50-1250	1
				INVOICE TOTAL	29.25			
				VENDOR TOTAL	110.25			
3/24/2020 A	1	3/24/20	3/20/20	10338 CASSANDRA SENEAL TUMBLING INSTRUCT. 2.25HR 2/29	20.25	30	30-50-1250	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			TUMBLING INSTRUCT. 3.25HR 3/7	29.25	30	30-50-1250	1
				INVOICE TOTAL	49.50			
3/24/2020 B	1	3/24/20	3/20/20	TUMBLING INSTRUCT. 3.25HR 3/14	29.25	30	30-50-1250	1
				INVOICE TOTAL	29.25			
				VENDOR TOTAL	78.75			
				INTRUST TOTAL	189,270.32			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	189,270.32			
				GRAND TOTALS	189,270.32			

CK #	DATE	PAYEE	DESCRIPTION	DEPARTMENT	AMOUNT
47254	3/12/2020	Suzette Zavala	Refund Deposit on Comm Bldg Rental - Rcpt #106996	General Revenue - Bldg. Rentals	50.00
47255	3/12/2020	Jeanne Willig	Refund Deposit on HAC Rental - Rcpt #96316	Recreation Revenue - Rental Fees	50.00
47256	3/12/2020	Sherry Mattix	Refund Deposit on HAC Rental - Rcpt #96410	Recreation Revenue - Rental Fees	50.00
47257	3/12/2020	Katherine Ombati	Refund Youth Soccer Fee - Rcpt #95977	Recreation Revenue - Programs	35.00
47258	3/16/2020	Alec Wisley	Refund Coach Fee for Youth Basketball - Rcpt #93913	Recreation Revenue - Programs	35.00
47259	3/16/2020	Jana Dietrich	Refund Coach Fee for Youth Basketball - Rcpt #93972	Recreation Revenue - Programs	35.00
47260	3/16/2020	Justin Morgan	Refund Coach Fee for Youth Basketball - Rcpt #93839	Recreation Revenue - Programs	35.00
47261	3/16/2020	Tess Haws	Refund Rental Fee on Comm Bldg - Rcpt #106487	General Revenue - Bldg. Rentals	300.00
47262	3/16/2020	Phillip Veach	Refund Deposit & Rental on Comm Bldg Rental - Rcpt #107198	General Revenue - Bldg. Rentals	140.00
				Historic Revenue - Misc.	10.00
47263	3/16/2020	Amanda Chandler	Refund Deposit & Rental on Comm Bldg Rental - Rcpt #107205	General Revenue - Bldg. Rentals	140.00
				Historic Revenue - Misc.	10.00
47264	3/16/2020	Olivia McFerrin	Refund Deposit & Rental on Comm Bldg Rental - Rcpt #107338	General Revenue - Bldg. Rentals	140.00
				Historic Revenue - Misc.	10.00
47265	3/18/2020	Kimberly Widener	Refund Deposit & Rental on Comm Bldg Rental - Rcpt #107017	General Revenue - Bldg. Rentals	140.00
				Historic Revenue - Misc.	10.00
47266	3/18/2020	Heather Shoemaker	Refund Deposit & Rental on Comm Bldg Rental - Rcpt #106872	General Revenue - Bldg. Rentals	140.00
				Historic Revenue - Misc.	10.00
47267	3/18/2020	Pamela Farris	Partial Refund for Spring Break Camp - Rcpt #96522	Recreation Revenue - Latchkey	110.00
47268	3/18/2020	Kandy Webster	Refund for Spring Break Camp - Rcpt #96892	Recreation Revenue - Latchkey	220.00
47269	3/18/2020	Christopher Suhler	Refund for Spring Break Camp - Rcpt #97007	Recreation Revenue - Latchkey	95.00
47270	3/18/2020	Erik Eagles	Refund for Spring Break Camp - Rcpt #97060	Recreation Revenue - Latchkey	110.00
47271	3/18/2020	Travis Kroetch	Refund for Spring Break Camp - Rcpt #95931	Recreation Revenue - Latchkey	205.00
47272	3/18/2020	Natalie Steffan	Refund Deposit on HAC Rental - Rcpt #95417	Recreation Revenue - Rental Fees	50.00
47273	3/18/2020	Amanda Close	Refund Deposit on HAC Rental - Rcpt #96606	Recreation Revenue - Rental Fees	50.00
47274	3/18/2020	Kelly Hankins	Refund on HAC Rental - Rcpt #96858	Recreation Revenue - Rental Fees	130.00
47275	3/18/2020	Kassidy Tucker	Refund on HAC Rental - Rcpt #96858	Recreation Revenue - Rental Fees	130.00
47276	3/18/2020	Bryanna Mills	Refund on HAC Rental - Rcpt #96858	Recreation Revenue - Rental Fees	130.00
				TOTAL CHECKS WRITTEN	2,570.00

VENDOR NO NAME	PAYMENT AMT
1766 EVERGY	6,644.54
3230 KS GAS SERVICE-PRIMARY	833.17
6234 VERIZON WIRELESS	241.21
REPORT TOTAL	<u>7,718.92</u>

FUND	NAME	TOTAL
01	GENERAL FU	6,644.54
10	SEWER FUND	913.58
11	WATER FUND	80.40
21	STREET FUN	80.40
	TOTAL	<u>7,718.92</u>

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ

INTRUST								
1766 EVERGY								
FEB 2020 STREET	1	3/12/20	3/10/20	MONTHLY ELECTRIC UTILITIES	6,644.54	01	01-08-2003	1
				INVOICE TOTAL	6,644.54			
				VENDOR TOTAL	6,644.54			
3230 KANSAS GAS SERVICE								
FEB 2020*	1	3/12/20	3/10/20	MONTHLY GAS SVC - 428 S. JANE	833.17	10	10-30-2003	1
				INVOICE TOTAL	833.17			
				VENDOR TOTAL	833.17			
6234 VERIZON WIRELESS								
MAR 2020*	1	3/12/20	3/10/20	PUBLIC WORKS - DATA PLAN	80.41	10	10-30-2002	1
	2			PUBLIC WORKS - DATA PLAN	80.40	11	11-31-2002	1
	3			PUBLIC WORKS - DATA PLAN	80.40	21	21-41-2002	1
				INVOICE TOTAL	241.21			
				VENDOR TOTAL	241.21			
				INTRUST TOTAL	7,718.92			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	7,718.92			
				GRAND TOTALS	7,718.92			

VENDOR NO	NAME	PAYMENT AMT
4520	PETTY CASH	2,570.00
REPORT TOTAL		2,570.00

FUND	NAME	TOTAL
01	GENERAL FU	1,050.00
30	RECREATION	1,470.00
32	HAYSVILLE	50.00
TOTAL		2,570.00

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

INTRUST							
4520 PETTY CASH							
3/18/2020	1	3/18/20	3/18/20	REIMBURSE FUND	1,050.00	01 01-00-5016	1
	2			REIMBURSE FUND	50.00	32 32-52-2012	1
	3			REIMBURSE FUND	140.00	30 30-00-5077	1
	4			REIMBURSE FUND	590.00	30 30-00-5016	1
	5			REIMBURSE FUND	740.00	30 30-00-6004	1
INVOICE TOTAL					2,570.00		
VENDOR TOTAL					2,570.00		
INTRUST TOTAL					2,570.00		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					2,570.00		
GRAND TOTALS					2,570.00		

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

		996 CAPITAL ONE BANK N A				
MAR 2020*	03/17/2020					
1		B&H PHOTO VIDEO - SMART LED TV & SURGE PROTECTOR DISPATCH	309.09	24-44-2012	LAW ENF MISCELLANEOUS	24
					E-PAYMENT 99870084 3/17/20	
2		PAYPAL - ONLN UTILITY BILLING	21.68	10-30-2040	SEWER CONTRACTUAL	10
					E-PAYMENT 99870084 3/17/20	
3		PAYPAL - ONLN UTILITY BILLING	21.67	11-31-2040	WATER CONTRACTUAL	11
					E-PAYMENT 99870084 3/17/20	
4		KANSAS GAS SERVICE MONTHLY GAS SVC - 428 S. JANE JAN 2020	793.81	10-30-2003	SEWER UTILITIES	10
					E-PAYMENT 99870084 3/17/20	
5		KS DEPT OF ADMIN - BUDGET WORKSHOP - W. BLACK	75.00	01-18-2015	GEN GOVT TRAINING/EDUC/TRAV	01
					E-PAYMENT 99870084 3/17/20	
6		KS DEPT OF ADMIN - BUDGET WORKSHOP - J. COX	75.00	01-01-2015	CITY CLERK TRG/EDUC/TRAVEL	01
					E-PAYMENT 99870084 3/17/20	
7		ALL SEASONS SPORTSWEAR - EMBROIDERY 14EA	98.00	01-18-2012	GEN GOVT MISCELLANEOUS	01
					E-PAYMENT 99870084 3/17/20	
8		DRI*AVG TECHNOLOGIES - ANTI VIRUS YRLY SUB	1,293.54	01-21-2040	INFORMATION SYS CONTRACTUAL	01
					E-PAYMENT 99870084 3/17/20	
9		8 BALL BILLIARDS - SR CNTR POOL TABLE/SHUFFLE BOARD TABLE	10,795.00	36-56-3008	CAP IMPR SENIOR CENTER	36
					E-PAYMENT 99870084 3/17/20	
10		FURNITURE ROW - SR CNTR FURN	4,374.18	36-56-3008	CAP IMPR SENIOR CENTER	36
					E-PAYMENT 99870084 3/17/20	
11		FURNITURE ROW CREDIT- REFUND SALES TAX	305.18	36-56-3008	CAP IMPR SENIOR CENTER	36
					E-PAYMENT 99870084 3/17/20	
12		AMAZON - FIRST AID KIT STERILE EYEWASH SOL	8.95	01-10-2077	SP FUNDS SHARED OFFICE EXPE	01
					E-PAYMENT 99870084 3/17/20	
13		AMAZON - PINK CARDSTOCK SEA	23.18	10-30-2004	SEWER OFFICE EXPENSE	10
					E-PAYMENT 99870084 3/17/20	
14		AMAZON - PINK CARDSTOCK SEA	23.17	11-31-2004	WATER OFFICE EXPENSE	11
					E-PAYMENT 99870084 3/17/20	
15		AMAZON - FASTENER FILE FOLDER 50CT 8EA	151.04	01-06-2004	MUN COURT OFFICE EXPENSE	01
					E-PAYMENT 99870084 3/17/20	
16		AMAZON - FIRST AID KIT ANTIBIOTIC OINTMENT	11.49	01-10-2077	SP FUNDS SHARED OFFICE EXPE	01
					E-PAYMENT 99870084 3/17/20	
17		AMAZON - ADHES. BANDAGES 100CT	20.64	30-50-2009	RECREATION DEPT MATERIALS	30
					E-PAYMENT 99870084 3/17/20	

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID
		996 CAPITAL ONE BANK N A				
MAR 2020*	03/17/2020					
18		AMAZON - DRY ERASE BOARDS	29.99	30-50-2094	RECREATION DEPT LATCHKEY PR 30 E-PAYMENT 99870084 3/17/20	
19		AMAZON - YARD GAMES	149.99	30-50-2094	RECREATION DEPT LATCHKEY PR 30 E-PAYMENT 99870084 3/17/20	
20		AMAZON - YARD GAMES	135.95	30-50-2094	RECREATION DEPT LATCHKEY PR 30 E-PAYMENT 99870084 3/17/20	
21		AMAZON - KETTLEBELL/ACCES RACK	244.50	30-50-2006	RECREATION DEPT EQUIP MAINT 30 E-PAYMENT 99870084 3/17/20	
22		AMAZON - DRY ERASE MARKERS	23.90	30-50-2094	RECREATION DEPT LATCHKEY PR 30 E-PAYMENT 99870084 3/17/20	
23		WALMART - MISC PRGM SUPPLIES	499.56	30-50-2092	RECREATION DEPT PROGRAMS 30 E-PAYMENT 99870084 3/17/20	
24		AMAZON - TIARAS/CROWNS 20PK 8E	191.92	30-50-2092	RECREATION DEPT PROGRAMS 30 E-PAYMENT 99870084 3/17/20	
25		AMAZON - PRINCESS PARTY BAGS SNOWFLAKE STAMPS, MISC DDDN	362.39	30-50-2092	RECREATION DEPT PROGRAMS 30 E-PAYMENT 99870084 3/17/20	
26		ORBITER - RACE CHIP TIMING SYS	1,761.19	99-66-3001	ST REC RES EXPENSE 99 E-PAYMENT 99870084 3/17/20	
27		AMAZON - LIP BALM 60EA	23.99	30-50-2092	RECREATION DEPT PROGRAMS 30 E-PAYMENT 99870084 3/17/20	
28		AMAZON - COLD PACK 125CT 2EA	82.00	30-50-2094	RECREATION DEPT LATCHKEY PR 30 E-PAYMENT 99870084 3/17/20	
29		AMAZON - SWEDISH FISH/SIXLETS	86.94	30-50-2092	RECREATION DEPT PROGRAMS 30 E-PAYMENT 99870084 3/17/20	
30		AMAZON - WALKIE TALKIES 2EA	518.86	30-50-2094	RECREATION DEPT LATCHKEY PR 30 E-PAYMENT 99870084 3/17/20	
31		ZERO9 HOLSTERS - MISC CASES FOR MAG/PEP SPRAY/RADIO ETC.	191.65	01-02-2016	POLICE UNIFORMS & EQUIPMENT 01 E-PAYMENT 99870084 3/17/20	
32		IDRIVE.COM - ONLN BACK UP	62.57	01-02-2040	POLICE CONTRACTUAL 01 E-PAYMENT 99870084 3/17/20	
33		HARRY HYNES HOSPICE - MEMORIAL DONATION	41.21	01-18-2012	GEN GOVT MISCELLANEOUS 01 E-PAYMENT 99870084 3/17/20	
34		FACEBOOK - PARTY IN THE 060 RUN ADD	65.00	01-10-2054	SP FUNDS SPECIAL EVENTS 01 E-PAYMENT 99870084 3/17/20	
35		HOBBY LOBBY - CUSTOM FRAME FOR MAP	43.84	10-30-2009	SEWER MATERIALS 10 E-PAYMENT 99870084 3/17/20	
36		HOBBY LOBBY - CUSTOM FRAME FOR MAP	43.83	11-31-2009	WATER MATERIALS 11 E-PAYMENT 99870084 3/17/20	
37		HOBBY LOBBY - CUSTOM FRAME FOR MAP	43.83	21-41-2009	STREET MATERIALS 21 E-PAYMENT 99870084 3/17/20	

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID
		996 CAPITAL ONE BANK N A				
MAR 2020*	03/17/2020					
38		GOOGLE PLAY SVCS VIDEO RENTALS K.ROWLEY REIMB RCPT 107200	3.99	30-50-2094	RECREATION DEPT LATCHKEY PR 30	
					E-PAYMENT 99870084 3/17/20	
39		GOOGLE PLAY SVCS VIDEO RENTALS K.ROWLEY REIMB RCPT 107200	3.99	30-50-2094	RECREATION DEPT LATCHKEY PR 30	
					E-PAYMENT 99870084 3/17/20	
40		DICKS SPORT - FUSE PICKLEBALL 3 PK 4EA	39.96	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
41		GOOGLE PLAY SVCS VIDEO RENTALS K.ROWLEY REIMB RCPT 107200	4.99	30-50-2094	RECREATION DEPT LATCHKEY PR 30	
					E-PAYMENT 99870084 3/17/20	
42		GOOGLE PLAY SVCS VIDEO RENTALS K.ROWLEY REIMB RCPT 107200	3.99	30-50-2094	RECREATION DEPT LATCHKEY PR 30	
					E-PAYMENT 99870084 3/17/20	
43		OTC BRANDS - ST.PATRICKS DAY MISC ITEMS	58.85	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
44		PARTY CITY - 12IN BALLOON TANK	99.98	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
45		S&S WORLDWIDE - RUBBER SPORTSBALL 24CT/DODGEBALLS 6CT	256.98	30-50-2094	RECREATION DEPT LATCHKEY PR 30	
					E-PAYMENT 99870084 3/17/20	
46		RIVER CITY SWEET SHOP - DDDN	34.38	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
47		MARCOS PIZZA - 28EA MOTHER/SON NERF WARS	312.60	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
48		PARTY CITY - MISC FOR DDDN	84.14	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
49		PARTY CITY - RTN BALLOON TANK	49.99-	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
50		OTC BRANDS - ST.PATRICKS DAY	57.18	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
51		WALMART - TISSUES/BANDAGES	35.40	30-50-2094	RECREATION DEPT LATCHKEY PR 30	
					E-PAYMENT 99870084 3/17/20	
52		FUN EXPRESS -RTN SALES TAX	51.68-	30-50-2092	RECREATION DEPT PROGRAMS 30	
					E-PAYMENT 99870084 3/17/20	
53		PAYPAL- MAV IND SALES RETURN AIR FILTERS RETURNED	37.98-	10-30-2012	SEWER MISCELLANEOUS 10	
					E-PAYMENT 99870084 3/17/20	

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

		996 CAPITAL ONE BANK N A				
MAR 2020*	03/17/2020					
54		HARBOR FREIGHT-BRASS COUP M/F	11.97	10-30-2012	SEWER MISCELLANEOUS E-PAYMENT 99870084 3/17/20	10
55		DXP ENTERPRISE - FLEECE JACKET C. BETTLES	35.35	01-20-2004	INSPECTION OFFICE EXPENSE E-PAYMENT 99870084 3/17/20	01
56		QUIK TRIP - FUEL PURCHASE 6EA	199.02	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99870084 3/17/20	24
57		KWIK SHOP - FUEL PURCHASE 2EA	62.01	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99870084 3/17/20	24
58		ENTERPRISE - CAR RENTAL	665.00	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99870084 3/17/20	24
59		DILLONS - FUEL PURCHASE	26.93	24-44-2012	LAW ENF MISCELLANEOUS E-PAYMENT 99870084 3/17/20	24
60		KS MUNIC UTIL - CLASSIFIED AD	25.00	11-31-2004	WATER OFFICE EXPENSE E-PAYMENT 99870084 3/17/20	11
61		FREEDOM RACING - FUEL INJECTOR RAIL ASSEMB. REMOVER	317.03	01-02-2035	POLICE VEHICLE MAINTENANCE E-PAYMENT 99870084 3/17/20	01
62		VESTA T-MOBILE- GPS EQUIPMENT	20.00	10-30-2012	SEWER MISCELLANEOUS E-PAYMENT 99870084 3/17/20	10
63		LOOPNET INC - LISTING PLAN	103.50	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99870084 3/17/20	92
64		MICROSOFT OFF 365 - YRLY RENEW	75.94	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99870084 3/17/20	92
65		XCARET MEXICO - TOUR WITH LANGE REAL ESTATE	28.37	92-66-3001	TR GUEST TAX EXPENSE E-PAYMENT 99870084 3/17/20	92
		INVOICE TOTAL	24,820.27			
		VENDOR TOTAL	24,820.27			
		GRAND TOTAL	24,820.27			
		E-PAYMENTS	24,820.27			

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-0010	GENERAL CASH BALANCE	.00	2,425.83	2,425.83-
01-01-2015	CITY CLERK TRG/EDUC/TRAVEL	75.00	.00	75.00
01-02-2016	POLICE UNIFORMS & EQUIPMENT	191.65	.00	191.65
01-02-2035	POLICE VEHICLE MAINTENANCE	317.03	.00	317.03
01-02-2040	POLICE CONTRACTUAL	62.57	.00	62.57
01-06-2004	MUN COURT OFFICE EXPENSE	151.04	.00	151.04
01-10-2054	SP FUNDS SPECIAL EVENTS	65.00	.00	65.00
01-10-2077	SP FUNDS SHARED OFFICE EXPENSE	20.44	.00	20.44
01-18-2012	GEN GOVT MISCELLANEOUS	139.21	.00	139.21
01-18-2015	GEN GOVT TRAINING/EDUC/TRAVEL	75.00	.00	75.00
01-20-2004	INSPECTION OFFICE EXPENSE	35.35	.00	35.35
01-21-2040	INFORMATION SYS CONTRACTUAL	1,293.54	.00	1,293.54
10-00-0010	SEWER CASH BALANCE	37.98	914.48	876.50-
10-30-2003	SEWER UTILITIES	793.81	.00	793.81
10-30-2004	SEWER OFFICE EXPENSE	23.18	.00	23.18
10-30-2009	SEWER MATERIALS	43.84	.00	43.84
10-30-2012	SEWER MISCELLANEOUS	31.97	37.98	6.01-
10-30-2040	SEWER CONTRACTUAL	21.68	.00	21.68
11-00-0010	WATER CASH BALANCE	.00	113.67	113.67-
11-31-2004	WATER OFFICE EXPENSE	48.17	.00	48.17
11-31-2009	WATER MATERIALS	43.83	.00	43.83
11-31-2040	WATER CONTRACTUAL	21.67	.00	21.67
21-00-0010	STREET CASH BALANCE	.00	43.83	43.83-
21-41-2009	STREET MATERIALS	43.83	.00	43.83
24-00-0010	LAW ENFORCEMENT CASH BALANCE	.00	1,262.05	1,262.05-
24-44-2012	LAW ENF MISCELLANEOUS	1,262.05	.00	1,262.05
30-00-0010	RECREATION DEPARTMENT CASH	101.67	3,367.06	3,265.39-
30-50-2006	RECREATION DEPT EQUIP MAINT	244.50	.00	244.50
30-50-2009	RECREATION DEPT MATERIALS	20.64	.00	20.64
30-50-2092	RECREATION DEPT PROGRAMS	1,851.89	101.67	1,750.22
30-50-2094	RECREATION DEPT LATCHKEY PROG	1,250.03	.00	1,250.03
36-00-0010	CAPITAL IMPROVEMENTS CASH BAL	305.18	15,169.18	14,864.00-
36-56-3008	CAP IMPR SENIOR CENTER	15,169.18	305.18	14,864.00
92-00-0010	TR GUEST TAX CASH	.00	207.81	207.81-
92-66-3001	TR GUEST TAX EXPENSE	207.81	.00	207.81
99-00-0010	ST REC RES CASH	.00	1,761.19	1,761.19-
99-66-3001	ST REC RES EXPENSE	1,761.19	.00	1,761.19
TRANSACTION TOTALS		25,709.93	25,709.93	.00

FUND	NAME	DEBITS	CREDITS
01	GENERAL FUND	2,425.83	2,425.83
10	SEWER FUND	952.46	952.46
11	WATER FUND	113.67	113.67
21	STREET FUND	43.83	43.83
24	LAW ENFORCEMENT FUND	1,262.05	1,262.05
30	RECREATION DEPARTMENT	3,468.73	3,468.73
36	CAPITAL IMPROVEMENTS	15,474.36	15,474.36
92	TR GUEST TAX	207.81	207.81
99	ST REC RES	1,761.19	1,761.19
	TOTALS	25,709.93	25,709.93

APPOST00 Fri Mar 20, 2020 4:37 PM
10.09.19 POSTING DATE: 3/20/2020

**** City of Haysville ****
ACCOUNTS PAYABLE POSTING JOURNAL
CALENDAR 3/2020, FISCAL 3/2020

OPER: AMD PAGE 1
JRNL: 378

INVOICE #	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID
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MAR 2020	4085 MINTER & POLLAK, LC					
1	03/24/2020	CITY ATTORNEY FEES	3,850.00	01-10-1100	SP FUNDS PERSONNEL SERVICES 01	
		INVOICE TOTAL	3,850.00		E-PAYMENT 99870085 3/24/20	
		VENDOR TOTAL	3,850.00			
		GRAND TOTAL	3,850.00			
		E-PAYMENTS	3,850.00			

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-0010	GENERAL CASH BALANCE	.00	3,850.00	3,850.00-
01-10-1100	SP FUNDS PERSONNEL SERVICES	3,850.00	.00	3,850.00
TRANSACTION TOTALS		3,850.00	3,850.00	.00
FUND	NAME	DEBITS	CREDITS	
01	GENERAL FUND	3,850.00	3,850.00	
TOTALS		3,850.00	3,850.00	



CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Public Works Director

Date: 2/3/20

Address of Request: Wire & 2nd, 4th & Ranger (please complete a separate form for each property)

The following action is being requested:

Received positive feedback from the resurfaced streets of Wire and 4th streets. Citizen also noted that there were potholes forming on the newly resurfaced streets at the North and South side of the intersection of Wire & 2nd. Also stated that a pothole was forming on 4th street by Ranger.

Please:

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

Submitted By:

Name: Russ Kessler

Phone #: 644-4938

Email russ@russkessler.com

FIRST RESPONSE:

Remarks from staff:

City staff has reported issues to contractor. The contractor has stated issues will be fixed under the warranty period. They will be detailing a plan to fix the issues as soon as weather allows.

Signature: _____

Date: 2/6/2020

UPDATE:

Remarks from staff

Contractor has indicated they want the road surface to be warm before they address the issues. This will ensure proper adhesion. They stated it will be in March.

Signature: _____

Date: 3/20/2020