



**CITY OF HESSTON AGENDA**  
Monday, January 11, 2016 6:00 p.m.  
City Council Meeting Room  
115 E. Smith Street

**1. Call to Order - 6:00 p.m.**

**2. Additions to the Agenda**

- A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_

**Present**

David Kauffman, Mayor \_\_\_\_\_  
Brad Unruh, City Council \_\_\_\_\_  
Jason Jones, City Council \_\_\_\_\_  
Larry Fuqua, City Council \_\_\_\_\_  
Gary Pauls, City Council \_\_\_\_\_  
Clare Moore, City Council \_\_\_\_\_

Gary Emry, City Administrator \_\_\_\_\_  
J.T. Klaus, City Attorney \_\_\_\_\_  
Jason Thrasher, City Clerk \_\_\_\_\_

**3. Consent Agenda**

- A. Council Minutes - December 14, 2015  
B. Appropriations  
C. Financial Statements  
D. Board Minutes  
E. Building Permits

**Others Present**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**4. Constituency Comments**

**5. Proclamations and Awards (None Scheduled)**

**6. Public Hearing (None Scheduled)**

**7. Ordinances & Resolutions**

A. Ordinance No. 010-2016-207 2016 GO Bonds

Briefed by: City Attorney / Fin. Advisor

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

B. Resolution No. 1132 - 2016 GO Bonds

Briefed by: City Attorney / Fin. Advisor

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

C. Resolution No. 1133 - G.A.A.P. Waiver 2016

Briefed by: City Clerk

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

D. Resolution No. 1134 - Medical Partners Exercise Lease Option

Briefed by: City Attorney

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## 8. Old Business

A. Weaver Street Inspection Services

Briefed by: City Administrator

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

B. Committee and Board Appointments

Briefed by: City Administrator

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## 9. New Business

A. Disposition of 1988 Central States Fire Truck

Briefed by: Fire/EMS Director

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

B. Non-Collectible EMS AR

Briefed by: Fire/EMS Director

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

C. Non-Collectible Municipal Court AR

Briefed by: Police Chief

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

D. Designate Voting Delegate KRWA Annual Conference

Briefed by: City Administrator

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

E. Date and Topics for Joint USD 460 Meeting

Briefed by: City Administrator

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

F. Demolition Quote - 102 S. Weaver St.

Briefed by: City Administrator

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

G. 216 E. Knott - Request to Waive Permit Fees

Briefed by: City Administrator

Motion: \_\_\_\_\_

Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## 10. Other Business (None Scheduled)

## 11. Executive Session

A. Executive Session - Acquisition of Real Estate

Time In: \_\_\_\_\_

Motion by: \_\_\_\_\_

Length: \_\_\_\_\_

Purpose: \_\_\_\_\_

Present: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

Time Out: \_\_\_\_\_

B. Executive Session - Attorney Client Privilege

Time In: \_\_\_\_\_

Motion by: \_\_\_\_\_

Length: \_\_\_\_\_

Purpose: \_\_\_\_\_

Present: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

Time Out: \_\_\_\_\_

C. Executive Session - Personnel

Time In: \_\_\_\_\_

Motion by: \_\_\_\_\_

Length: \_\_\_\_\_

Purpose: \_\_\_\_\_

Present: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

Time Out: \_\_\_\_\_

**12. Adjourn Meeting**

Time: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Vote: \_\_\_\_\_

**CITY OF HESSTON  
CITY COUNCIL MEETING**

**MINUTES of December 14, 2015**

**Council Meeting No.12**

The regular meeting of the Hesston City Council was held on Monday, December 14, 2015 at 6:00 p.m. in the City Council Chambers of the Hesston Municipal Building.

**PRESENT**

Council members Jason Jones, Larry Fuqua, Gary Pauls, City Administrator Gary Emry, City Attorney JT Klaus and City Clerk Jason Thrasher with Mayor David Kauffman presiding. A quorum was present.

**ABSENT**

Council member Brad Unruh and Clare Moore

**OTHERS PRESENT**

Bill Unruh representing Excel Industries, Will Wesolowsky representing AGCO Corporation, Larry Kleeman with CityCode Financial, John Haas with Ranson Financial, Hesston Golf Course Manager Grady Pauls, Erik Lange with the Library Board and Jackie Nelson with the Hesston Record.

**CONSENT AGENDA**

Larry Fuqua moved to adopt the Consent Agenda as presented. Gary Pauls seconded. Motion carried 3-0.

Council Member Clare Moore arrived at 6:02 p.m.

**PUBLIC HEARING – RESOLUTION OF INTENT EXCEL IRB'S**

At 6:02 p.m. Mayor Kauffman opened the Public Hearing.

City Bond Attorney JT Klaus and Bill Unruh representing Excel Industries were present to address the IRB issue and to answer council questions.

Hearing no further comments, Mayor Kauffman closed the meeting at 6:04 p.m.

**RESOLUTION OF INTENT NO. 1129 – EXCEL IRB'S**

Bill Unruh with Excel Industries and City Bond Attorney JT Klaus were present to address this issue with the Council.

Jason Jones moved to adopt Resolution No. 1129, which indicates the intent of the city to issue IRB's in the amount of \$385,000 to Excel Industries. Larry Fuqua seconded. Motion carried 4-0.

**BOND ORDINANCE NO. 180-2015-035 EXCEL IRB'S**

Jason Jones moved to adopt Ordinance No. 180-2015-035, which authorizes the issuance of IRB's in the amount of \$3,370,500 to Excel Industries. Clare Moore seconded. Motion carried 4-0.

**BOND ORDINANCE NO. 180-2015-036 AGCO IRB'S**

Will Wesolowsky, representing AGCO Corporation, Larry Kleeman with City Code Financial, and City Bond Attorney JT Klaus were present to speak to this issue and answer council questions.

Larry Fuqua moved to adopt Ordinance No. 180-2015-036, which authorizes the issuance of IRB's in the amount of \$12,845,000 to AGCO Corporation. Jason Jones seconded. Motion carried 3-0 with Gary Pauls abstaining.

**PUBLIC SALE RESOLUTION NO. 1131 – 2016 BONDS**

City Financial Advisor John Haas with Ranson Financial and City Attorney JT Klaus were present to answer questions on this issue.

Clare Moore moved to adopt Resolution No. 1131 which authorizes the public sale of 2016 G.O. Bonds – Series 2016 in the amount of \$1,781,000 to finance the Prairie Lakes, West Embers Fourth Additions and Weaver Street Improvement Projects. Larry Fuqua seconded. Motion carried 3-0 with Jason Jones abstaining.

**BOARD AND COMMITTEE APPOINTMENTS**

Erik Lang with the Hesston Public Library Board was present to discuss the Library Board appointments.

Mayor Kauffman made the following Board and Committee Appointments:

Planning Commission & Board of Zoning Appeals		Term Length	Term Begins	Term Expires
1	Don Schroeder	3 yrs.	Jan-16	Dec-18

Library Board		Term Length	Appointed	Term Expires
1	Dave Osborne	4 yrs.	Jan-16	Dec-19
2	Juan Gomez	4 yrs.	Jan-16	Dec-19
3	Ruth Hartzler	4 yrs.	Jan-16	Dec-19

HAEDC		Term Length	Term Begins	Term Expires
1	Zack Phillips	2 yrs.	Jan-16	Dec-17
2	Richard Drake	2 yrs.	Jan-16	Dec-17

Tree Board		Term	Term Begins	Term Expires
1	Carl Boyer	3 yrs.	Jan-16	Dec-18

Jason Jones moved to confirm the Mayor's appointments. Clare Moore seconded. Motion carried 4-0.

**GOLF COURSE IRRIGATION**

Golf Course Manager Grady Pauls was present to discuss the quote for upgrades to the Toro Irrigation System at the Hesston Public Golf Course.

Clare Moore moved to approve the bid from Professional Turf Products, L.P. in the amount of \$23,614 for upgrades to the golf course irrigation system. Gary Pauls seconded. Motion carried 4-0.

**RESOLUTION NO. 1130 RAILROAD CROSSING AT HICKORY**

Jason Jones moved to adopt Resolution No. 1130, which authorizes the Mayor to sign an agreement with KDOT and K&O Railroad to install signalized crossing equipment at the Hickory Street railroad crossing. Clare Moore seconded. Motion carried 4-0.

**ORDINANCE NO. 020-2015-158 MUNICIPAL COURT FEES**

Larry Fuqua moved to adopt Ordinance No. 020-2015-158, which amends municipal court fees. Jason Jones seconded. Motion carried 4-0.

**ANNEXATION ORDINANCE NO. 090-2015-091**

Jason Jones moved to adopt Ordinance No. 090-2015-091, which annexes two parcels in to the city limits. Gary Pauls seconded. Motion carried 4-0.

**2016 HOLIDAY SCHEDULE**

Gary Pauls moved to adopt the following 2016 Holiday Schedule. Jason Jones seconded. Motion carried 4-0.

HOLIDAY	CITY POLICY	2016 SCHEDULE
President's Day	3 <sup>rd</sup> Monday in February	February 15, 2016
Memorial Day	Last Monday in May	May 30, 2016
Independence Day	Independence Day (July 4 <sup>th</sup> )	July 4, 2016
Labor Day	1 <sup>st</sup> Monday in September	September 5, 2016
Thanksgiving	4 <sup>th</sup> Thursday & Friday of November	November 24 & 25, 2016
Christmas	Dec. 25 & ½ day before & day after	Dec. 22 (1/2 day) & December 23 & 26, 2016
New Year's	Jan. 1 & the work day after	December 30, 2016 & January 2, 2017

**HOUSING INCENTIVE PROGRAM**

Jason Jones moved to approve the extension of the Housing Incentive Program, using 2016 budgeted funds, with no expiration date specified. Larry Fuqua seconded. Motion carried 3-0 with Clare Moore abstaining.

**CEREAL MALT BEVERAGE LICENSES**

Clare Moore moved to approve the renewal of the CMB Licenses for Casey's General Store locations at both Old 81 Hwy and Lincoln Blvd effective January 1, 2016. Larry Fuqua seconded. Motion carried 4-0.

**ANNUAL R.E.A.P. DUES ASSESSMENT**

Clare Moore moved to table this item and to have it be considered at a future meeting. Gary Pauls seconded. Motion carried 4-0.

**COMMUNITY SERVICE GRANTS**

Jason Jones moved to approve the following Community Service Grants based on the HAEDC recommendations. Clare Moore seconded. Motion carried 4-0.

2016				
Applicant	Purpose	2015 Amount	2016 Grant Request	HAEDC Recommendations
Hesston Area Seniors	Health Fair	\$ 8,750	\$ 7,200	\$ 7,200
Hesston Public Library	Lovin' the Real H-Town	\$ 1,000	\$ 1,000	\$ 1,000
VFW	Memorial Day Flags	\$ 100	\$ 100	\$ 100
Resource Center	Rent & Utility Subsidies	\$ 9,000	\$ 9,000	\$ 9,000
<b>Total applications</b>		<b>\$ 18,850</b>	<b>\$ 17,300</b>	<b>\$ 17,300</b>

**ADJOURNMENT**

At 7:32 p.m. Jason Jones moved to adjourn the regular meeting. Gary Pauls seconded. Motion carried 4-0.

Recorded by  
Jason Thrasher  
City Clerk

VENDOR SET: 01 City of Hesston  
BANK: 99 CITIZENS STATE BANK  
DATE RANGE:12/01/2015 THRU 12/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00685	DIVISION SALES & EXCISE TAXES							
I-12182015	NOV SALES TAX	D	12/18/2015	3,915.30		000000		3,915.30
07145	360 DOCUMENT SOLUTIONS							
I-48046704	POLICE COPY SERVICE	R	12/04/2015	159.50		053136		159.50
06845	AUTOMOTIVE & INDUSTRIAL PAINT							
I-330364	PAINT: CITY SIGNAGE	R	12/04/2015	64.46		053137		64.46
07265	CBS MANHATTAN, LLC							
I-615189	GOLF:KEYS/CORE/HARDWR (9)	R	12/04/2015	1,418.40		053138		
I-615237	GOLF: KEYS (13)	R	12/04/2015	65.59		053138		
I-615273	GOLF: KEYS/CORES	R	12/04/2015	122.44		053138		1,606.43
05135	CENTURYLINK							
I-3272691 12/15	UNRUH LIFT STN SERV THRU 12/17	R	12/04/2015	53.30		053139		
I-3274412 12/15	LOCAL/LONG DIS/DSL THRU 12/17	R	12/04/2015	861.56		053139		914.86
05230	CORNERSTONE LAW, LLC							
I-12042015	REIM:CERTIFIED POSTAGE:MAICHEL	R	12/04/2015	12.98		053140		12.98
04085	DELTA DENTAL OF KANSAS							
I-1003003201512	DECEMBER DENTAL PREMIUM	R	12/04/2015	2,529.58		053141		2,529.58
00755	EMERGENCY MEDICAL PRODUCTS, IN							
I-1784292	B-D SYRINGE/HEAD IMMOBILIZER	R	12/04/2015	291.95		053142		291.95
05870	FARMER BROTHERS COFFEE							
I-62795216	COFFEE (2 CS)	R	12/04/2015	195.60		053143		195.60
00895	GALLS, LLC							
I-4425607	GLOVES/FLEECE/BEANIE/TOP	R	12/04/2015	327.80		053144		327.80
1	GILBERTO FLORES							
I-FLORES 12/15	GILBERTO FLORES:	R	12/04/2015	202.00		053145		202.00
00885	GOERING HARDWARE CO.							
I-111110	FREON: BEVERAGE COOLER	R	12/04/2015	97.83		053146		
I-111335	REPLACE FURNACE STAT:GOLF	R	12/04/2015	165.99		053146		
I-111348	LABOR/PARTS:GOLF CRSE FURNACE	R	12/04/2015	1,547.39		053146		1,811.21
07070	HARRISON SOFTWARE & SERVICES,							
I-1140	EMS BILLING SOFTWARE SUPPORT	R	12/04/2015	1,095.00		053147		1,095.00



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01210	HESSTON TRUE VALUE							
I-12042015	NOVEMBER SUPPLIES	R	12/04/2015	737.83		053148		
I-1242015	NOVEMBER GAS SUPPLIES	R	12/04/2015	27.09		053148		764.92
04920	KANSAS ELECTRIC, INC							
I-12644	SOLAR CROSS WALK SIGNAL:RANDAL	R	12/04/2015	685.00		053149		685.00
01690	KANSAS ONE-CALL SYSTEM INC							
I-5110291	LOCATES (44)	R	12/04/2015	44.00		053150		44.00
01695	KANSAS PEACE OFFICER ASSOC.							
I-12042015	2016 OFFICERS DUE: 6 OFFICERS	R	12/04/2015	120.00		053151		120.00
01805	KREHBIEL'S SPEEDPRINT							
I-7191	UTILITY BILLING ENVELOPE(5000)	R	12/04/2015	227.00		053152		227.00
01810	KROPF LUMBER CO							
I-12042015	NOVEMBER SUPPLIES	R	12/04/2015	1,037.80		053153		1,037.80
01860	LEAGUE OF KANSAS MUNICIPALITIE							
I-16-71	2016 CITY MEMBERSHIP DUES	R	12/04/2015	1,894.79		053154		1,894.79
00530	MARTIN AUTO PARTS, INC.							
I-491	OIL FILTER/BALL BEEN HAMMER	R	12/04/2015	13.48		053155		
I-493	OIL FILTER (1)	R	12/04/2015	7.49		053155		
I-498	BATTERY (1)	R	12/04/2015	119.00		053155		
I-681	GREASE FITTING/KIT (3)	R	12/04/2015	13.97		053155		
I-745	FUEL FILTER (1)	R	12/04/2015	12.99		053155		
I-775	TERM KIT/PWR STEER FL/BUTT CON	R	12/04/2015	46.46		053155		
I-930	CONNECTORS (2)	R	12/04/2015	10.48		053155		223.87
02195	NEWTON MEDICAL CENTER							
I-30669	NOV DRUG/LAUNDRY CHARGES	R	12/04/2015	200.52		053156		200.52
02270	OVERHEAD DOOR COMPANY							
I-0320205-IN	REPAIR BAY DOOR ROLLER/HINGE	R	12/04/2015	117.06		053157		117.06
02295	PAUL'S, INC.							
I-332950	WATER LEAK: KING CONSTRUCTION	R	12/04/2015	374.33		053158		374.33
02535	REGIER TITLE INC							
I-15-1716	LIMITED CERTIFICATE:ANNEXATION	R	12/04/2015	75.00		053159		75.00

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1	RUSS BULLER							
I-BULLER 12/15	RUSS BULLER:	R	12/04/2015	17.50		053160		17.50
02745	SKEET'S SERVICE INC							
I-12952	#49: OIL CHG	R	12/04/2015	163.06		053161		
I-12961	TURBINE OIL LT #32 (5 GAL)	R	12/04/2015	95.70		053161		
I-12971	#53:ANNUAL INSPECTION	R	12/04/2015	447.55		053161		
I-12975	#52: ANNUAL INSPECTION	R	12/04/2015	386.55		053161		
I-12990	Q56:OIL CHG/SERVICE GENERATOR	R	12/04/2015	346.47		053161		
I-489251	REPAIR TIRE: TAHOE	R	12/04/2015	16.00		053161		1,455.33
02800	SPRINT PCS							
I-519277819-096	CELL PHONE USAGE THRU 11/20	R	12/04/2015	270.28		053162		270.28
02820	STATE TREASURER							
I-12042015	OCT/NOV COURT FEES	R	12/04/2015	920.50		053163		920.50
07725	TEMPERCRAFT							
I-783489-00	TEMPERCRAFT BOTTLES (12)	R	12/04/2015	224.66		053164		224.66
02940	TFM COMM INC							
I-178099	EMS/FIRE PAGERS (6)	R	12/04/2015	2,489.87		053165		2,489.87
04120	TRIPLETT,WOOLF,GARRETSON							
I-116812	OCTOBER CITY ATTORNEY FEE	R	12/04/2015	2,500.00		053166		2,500.00
07215	VACUUM CENTER O NEWTON							
I-2285	GOLF: VACUUM	R	12/04/2015	410.00		053167		410.00
03055	VISION COMPUTER INC.							
I-M8531	VEEAM SOFTWARE RENEWAL	R	12/04/2015	179.80		053168		
I-M8549	INSTALL GOLF CRSE PRINTER	R	12/04/2015	79.30		053168		
I-M8550	REPAIR:WATER TOWER COMPUTER	R	12/04/2015	238.55		053168		
I-M8575	VIEWSONIC HD MONITOR: EMS	R	12/04/2015	188.50		053168		
I-M8576	ADMIN BACKUP HARD DRIVES(10)	R	12/04/2015	760.00		053168		
I-M8578	NEW HD FOR WATER TOWER	R	12/04/2015	150.70		053168		1,596.85
07300	WEAVER GROCER'S							
I-12042015	NOVEMBER SUPPLIES	R	12/04/2015	118.09		053169		118.09
01660	WESTAR ENERGY							
I-COMMERCE 12/15	COMMERCE SIREN SERV THRU 11/24	R	12/04/2015	34.08		053170		
I-GOLF 12/15	GOLF CRSE SERV THRU 11/24	R	12/04/2015	60.76		053170		
I-GOLF CLUBH 12/15	GOLF CLUBHOUSE SERV THRU 11/24	R	12/04/2015	397.87		053170		
I-GOLF FNT 12/15	GOLF FOUNTAIN SERV THRU 11/25	R	12/04/2015	25.07		053170		
I-GOLF RD PUMP 12/15	GOLF RD PUMP SERV THRU 11/24	R	12/04/2015	1,468.34		053170		
I-GOLF STORAGE 12/15	GOLF RD STORAGE THRU 11/24	R	12/04/2015	375.76		053170		
I-SKATE PK 12/15	SKATE PK SERVICE THRU 11/25	R	12/04/2015	23.10		053170		2,384.98

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07170	AG SPRAY EQUIPMENT							
I-635768	12V ELECTRIC FUEL PUMP	R	12/11/2015	410.33		053185		410.33
03455	AIRGAS USA, LLC							
I-9931982526	LEASE RENEWAL 1/2016-12/2020	R	12/11/2015	1,031.75		053186		1,031.75
05065	AMERICINN LODGE & SUITES CORPO							
I-12112015	1/2 ROAD SIGN FEE	R	12/11/2015	180.00		053187		180.00
00305	BAYSINGER POLICE SUPPLY							
I-1002171	NAVY VEST (2)	R	12/11/2015	1,200.00		053188		1,200.00
00700	BUMPER TO BUMPER							
I-1407483	HYDRAULIC FITTING/HOSE	R	12/11/2015	61.78		053189		61.78
00485	CITIZENS STATE BANK							
I-12112015	AMR SYSTEM FINAL PAYMENT	R	12/11/2015	10,805.05		053190		10,805.05
04330	COX COMMUNICATIONS							
I-CITY HALL 12/15	DEC INTERNET SERVICE:CITY HALL	R	12/11/2015	129.95		053191		
I-GOLF 12/15	DEC INTERNET/TV/PHONE SERV	R	12/11/2015	355.53		053191		
I-POLICE 12/15	DEC INTERNET: POLICE BLDG	R	12/11/2015	124.95		053191		610.43
03875	DATA FLOW							
I-20391	ADDITIONAL W-2'S/ENVELOPES (50)	R	12/11/2015	42.39		053192		42.39
1	DAVID L. HINNERS							
I-HINNERS 12/15	DAVID L. HINNERS:	R	12/11/2015	125.00		053193		125.00
00755	EMERGENCY MEDICAL PRODUCTS, IN							
I-1785874	HEAD IMMOBILIZER (2)	R	12/11/2015	208.00		053194		208.00
07480	EVCO WHOLESALE FOOD CORP.							
I-977420	POTATO/BREAD/MEAT/PICKLES	R	12/11/2015	704.11		053195		704.11
01070	HARVEY COUNTY SOLID WASTE							
I-12112015	NOV LANDFILL FEE (21.38 TN)	R	12/11/2015	684.16		053196		684.16
01225	HESSTON MACHINE/WELD INC							
I-11790	STEEL FLAT (1)	R	12/11/2015	12.00		053197		12.00
01235	HESSTON PHARMACY							
I-12112015	CARD: JONES	R	12/11/2015	2.79		053198		2.79

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01245	HESSTON PRESTIGE PRINTING							
I-22201	BOOKLET ENVELOPES/PENCIL/CLIPS	R	12/11/2015	16.55		053199		
I-22254	COPY PAPER (4 REAMS)	R	12/11/2015	19.00		053199		35.55
1	HOLIDAY WINDOW ART							
I-SAVAGE 12/15	CITY HALL	R	12/11/2015	35.00		053200		35.00
01780	KMGA-GAS SUPPLY OPERATING							
I-KMGA-HE-2015-10	DEC NOM/OCT ACTUAL NAT'L GAS	R	12/11/2015	139,074.46		053201		139,074.46
1	MICHAEL W. WILLIS							
I-WILLIS 12/15	MICHAEL W. WILLIS:	R	12/11/2015	125.00		053202		125.00
05120	MID-KANSAS COOPERATIVE							
I-12112015	NOV DIESEL FUEL	R	12/11/2015	939.79		053203		939.79
02065	MOTOROLA							
I-91987752	BATTERY/ANTENNA/NOISE SUPPRESS	R	12/11/2015	576.48		053204		
I-91990070	MINITOR BATTERY PACK (6)	R	12/11/2015	109.62		053204		686.10
02150	NAVRAT'S							
I-89405-001	BINDER CLIPS (3 DZ)	R	12/11/2015	2.07		053205		
I-89500-001	9 X 12 ARCH LTR BOARD (2)	R	12/11/2015	19.88		053205		21.95
04845	NEWTON USD #373							
I-12112015	WHITE COPY PAPER/COLOR	R	12/11/2015	678.60		053206		678.60
02295	PAUL'S, INC.							
I-333055	GOLF CRSE BASEMENT PROJECT	R	12/11/2015	158.98		053207		158.98
02640	SALINA SUPPLY							
I-s100038234.001	ITRON/BADGER AMR PROJECT	R	12/11/2015	384,354.80		053208		384,354.80
07030	SOUTHEASTERN EMERGENCY EQUIPME							
I-611600	GLOVES/MASKS/CATH IV	R	12/11/2015	354.25		053209		354.25
02865	SUPERIOR LINEN SERVICE, INC							
I-13329212	12/9 LINEN SERVICE	R	12/11/2015	42.26		053210		42.26
07730	TEXOMA GOLF							
I-113839	60 ROUND TOUR VELVET (50)	R	12/11/2015	222.30		053211		222.30
03100	UNIFIRST CORPORATION							
I-2400594492	CLOTH WIPERS	R	12/11/2015	58.25		053212		58.25

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04680	VERIZON WIRELESS							
I-9756022343	POLICE WIRELESS SERVICE	R	12/11/2015	120.03		053213		120.03
04625	WASTE CONNECTIONS, INC.							
I-10789364	NOV REFUSE/RECYCLE FEE	R	12/11/2015	13,663.95		053214		
I-10789365	NOV CITY SHOP/KING PK REFUSE	R	12/11/2015	96.73		053214		
I-10789606	SWR PLANT REFUSE/SLUDGE	R	12/11/2015	676.80		053214		
I-10790453	NOV GOLF CRSE REFUSE	R	12/11/2015	225.41		053214		14,662.89
04160	XEROX FINANCIAL SERVICES							
I-424865	NOV COPIER LEASE PAYMENT	R	12/11/2015	454.44		053215		454.44
05315	AGRI CENTER							
I-IA39325	REPAIR PART	R	12/18/2015	88.35		053216		88.35
06580	AMERICAN MUNICIPAL SERVICES CO							
I-27766	OCT/NOV COLLECTION FEES:POLICE	R	12/18/2015	65.00		053217		65.00
02310	BLACK HILLS ENERGY							
I-12182015	TRANSPORT GAS THRU 11/30	R	12/18/2015	6,435.67		053218		6,435.67
06470	BUILDERS CONCRETE & SUPPLY, IN							
I-50784	CONCRETE:PATCH ON WEAVER	R	12/18/2015	143.25		053219		143.25
02490	CASEY'S GENERAL STORES							
I-12182015	MOTOR FUEL THEFT:J.POWELL	R	12/18/2015	54.06		053220		54.06
05380	CASEY'S GENERAL STORES							
I-12182015	NOVEMBER GASOLINE	R	12/18/2015	1,802.68		053221		1,802.68
07455	GE CAPITAL							
I-83881384	JAN GOLF CART LEASE PAYMENT	R	12/18/2015	3,500.00		053222		3,500.00
07195	GROUP BENEFIT SPECIALISTS, INC							
I-12182015	DECEMBER BENEFIT BROKER FEE	R	12/18/2015	500.00		053223		500.00
01005	HACH COMPANY							
I-9706961	ACCUVAC FLUORIDE:TESTING	R	12/18/2015	189.54		053224		189.54
01500	HARVEY COUNTY EDC, INC							
I-DEC2015-MONTHLY	DEC 2015 EDC CONTRIBUTION	R	12/18/2015	3,000.00		053225		3,000.00
01045	HARVEY COUNTY SHERIFF OFFICE							
I-12182015	CITY PRISONERS HOUSED IN NOV	R	12/18/2015	90.00		053226		90.00

VENDOR SET: 01 City of Hesston  
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01160	HESSTON CHAMBER OF COMMERCE							
I-12182015	CHAMBER BUCKS:CHRISTMAS	R	12/18/2015	2,700.00		053227		2,700.00
01200	HESSTON FIREFIGHTERS RELIEF AS							
I-12182015	GRANT:FIREFIGHTERS INS.PREMIUM	R	12/18/2015	2,500.00		053228		2,500.00
01225	HESSTON MACHINE/WELD INC							
I-11770	AMR: DRILL HOLES IN LIDS	R	12/18/2015	537.00		053229		537.00
01245	HESSTON PRESTIGE PRINTING							
I-22224	FEDEX CHG:EMS/RUBBERBANDS	R	12/18/2015	41.93		053230		
I-2223	FEDEX/UPS/CLIP BOARD/PAPER	R	12/18/2015	59.84		053230		101.77
01550	KACM							
I-16-52	2016 KACM MEMBERSHIP: EMRY	R	12/18/2015	70.00		053231		70.00
01555	KANSAS ARBORISTS ASSOCIATION							
I-12182015	1/13-15 WORKSHOP FEE: KEN	R	12/18/2015	175.00		053232		175.00
05750	KANSAS GOLF & TURF, INC.							
I-01-95390	REPAIR GOLF CART	R	12/18/2015	433.44		053233		433.44
01725	KANSAS TURFGRASS FOUNDATION							
I-12182015	2016 MEMBERSHIP DUES: KEN	R	12/18/2015	75.00		053234		75.00
04990	MOBILE RADIO SERVICE, INC							
I-3439600	800 MHZ BASE STN INSTALLS	R	12/18/2015	645.75		053235		645.75
07735	NATIONAL METER & AUTOMATION, I							
I-S1066897.001	INSTALL ITRON FIXED NETWORK	R	12/18/2015	18,405.94		053236		18,405.94
02150	NAVRAT'S							
I-89556-001	COFFEE: POLICE	R	12/18/2015	80.94		053237		80.94
03840	POSTAGE BY PHONE							
I-12182015	REFILL POSTAGE METER	R	12/18/2015	499.00		053238		499.00
02640	SALINA SUPPLY							
I-S100039185.001	1 IPM STEL INS ADAPTER (3)	R	12/18/2015	15.16		053239		15.16
02690	SECRETARY OF STATE							
I-12182015	NOTARY FILING FEE:THRASHER	R	12/18/2015	25.00		053240		25.00

VENDOR SET: 01 City of Hesston  
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00395	STRIPES & MORE							
I-51 15	REPAINT STREET LINES	R	12/18/2015	3,250.00		053241		3,250.00
01915	JANET THRASHER							
I-DEC2015-MONTHLY	JANITORIAL SERV: 11/29-1/2/16	R	12/18/2015	800.00		053242		800.00
02995	USA BLUE BOOK							
I-811349	DPD DISPENSER:CHLORINE TESTS	R	12/18/2015	57.24		053243		57.24
04093	VISA #1205 - CITIZEN'S STATE B							
I-VISA #1 12/15	CHIPS/MEAT/BREAD/SNACKS/LETTUC	R	12/18/2015	121.27		053244		
I-VISA #2 12/15	CITY HALL VACUUM	R	12/18/2015	410.00		053244		531.27
04097	VISA #1660 - CITIZEN'S STATE B							
I-VISA #1 12/15	10/30 ADHOC COMMITTEE LUNCH	R	12/18/2015	52.05		053245		
I-VISA #2 12/15	11/19 COUNCIL GOV'T MTG LUNCH	R	12/18/2015	17.34		053245		69.39
04098	VISA #2048 - CITIZEN'S STATE B							
I-VISA #1 12/15	CANNULA SALTER: EMS	R	12/18/2015	35.00		053246		
I-VISA #2 12/15	COFFEE/CAR PHONE CHARGER	R	12/18/2015	72.74		053246		
I-VISA #3 12/15	11/11 STANDBY MEAL: EMS	R	12/18/2015	33.94		053246		141.68
04095	VISA #2444 - CITIZEN'S STATE B							
I-VISA #1 12/15	EMT LICENSE:DENT/ANDERSON	R	12/18/2015	65.50		053247		
I-VISA #2 12/15	FLOWERS: CARTER	R	12/18/2015	52.12		053247		
I-VISA #3 12/15	PROPANE: STREET MATERIALS	R	12/18/2015	179.73		053247		
I-VISA #4 12/15	NAME TAPES	R	12/18/2015	15.50		053247		
I-VISA #5 12/15	WTR AWARD MTG MEALS:SCOTT	R	12/18/2015	12.13		053247		
I-VISA #6 12/15	WATER: AWARDS MTG: SCOTT	R	12/18/2015	35.91		053247		
I-VISA #7 12/15	EMT LICENSE: GRIESER	R	12/18/2015	32.75		053247		
I-VISA #8 12/15	MONTHLY PLANNER	R	12/18/2015	15.08		053247		408.72
04099	VISA #9291 - CITIZEN'S STATE							
I-VISA #1 12/15	GUN ACCESSORIES	R	12/18/2015	101.80		053248		
I-VISA #2 12/15	3 YR SOFTWARE RENEWAL:GODADDY	R	12/18/2015	209.97		053248		311.77
03055	VISION COMPUTER INC.							
I-M8582	NEW COMPUTER: FIRE DEPT	R	12/18/2015	1,615.18		053249		
I-M8591	VEEAM/SUPPORT:ADM/EMS	R	12/18/2015	1,005.90		053249		
I-M8595	WATER TWR COMPUTER ISSUES	R	12/18/2015	213.85		053249		2,834.93
01660	WESTAR ENERGY							
I-GROUP 12/15	GROUP SERVICE THRU 11/23	R	12/18/2015	11,689.38		053250		
I-ST LGTS 12/15	STREET LGT SERV THRU 12/1	R	12/18/2015	3,983.34		053250		15,672.72

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
07565	WINFIELD SOLUTIONS, LLC							
I-60556140	FERTILIZER (4 BAGS)	R	12/18/2015	300.00		053251		300.00
05280	LUBBERS							
I-12282015	2016 FORD TRUCK:UTILITY DEPT.	R	12/28/2015	26,739.96		053267		26,739.96
07145	360 DOCUMENT SOLUTIONS							
I-48362373	POLICE COPY SERVICE	R	12/30/2015	159.50		053268		159.50
00100	ABC TERMITE & PEST CONTROL							
I-11546	DEC PEST CONTROL: CITY BLDG	R	12/30/2015	25.00		053269		
I-11547	DEC PEST CONTROL: POLICE BLDG	R	12/30/2015	25.00		053269		
I-11548	DEC PEST CONTROL: GOLF CRSE	R	12/30/2015	16.22		053269		66.22
03960	AMERICAN UNITED LIFE INSURANCE							
I-12302015	JAN LIFE INSURANCE PREMIUM	R	12/30/2015	675.95		053270		675.95
00225	AQUIONICS, INC							
I-31594-IN	UVECTOR 10 METER CABLE (1)	R	12/30/2015	160.37		053271		160.37
03320	VALOREE K BARRETT							
I-12302015	DEC PROBATION SERV (12 CS)	R	12/30/2015	240.00		053272		240.00
05135	CENTURYLINK							
I-3272691 JAN	UNRUH LIFT STN SERV THRU 1/17	R	12/30/2015	53.30		053273		
I-3274412 JAN	LOCAL/LONG DIS/DSL THRU 1/17	R	12/30/2015	861.82		053273		915.12
00480	CINTAS CORPORATION #451							
I-451190046	UNIFORM CLEANING 11/27	R	12/30/2015	90.31		053274		
I-451192476	UNIFORM CLEANING 12/4	R	12/30/2015	90.31		053274		
I-451194831	UNIFORM CLEANING 12/11	R	12/30/2015	90.31		053274		
I-451197222	UNIFORM CLEANING 12/18	R	12/30/2015	96.56		053274		367.49
00645	D C & B SUPPLY, INC							
I-19766	YLW PE GAS PIPE (500)	R	12/30/2015	265.83		053275		265.83
04085	DELTA DENTAL OF KANSAS							
I-1003003201601	JAN DENTAL PREMIUM	R	12/30/2015	2,464.94		053276		2,464.94
00895	GALLS, LLC							
I-4592192	UNIFORM STINGER DS LED	R	12/30/2015	114.56		053277		114.56
01005	HACH COMPANY							
I-9722247	DEIONIZED WATER:FLURIODE TEST	R	12/30/2015	70.69		053278		70.69



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01150	HESSTON AREA SENIOR INC							
I-12302015	GRANT:PREVENTATIVE HEALTH	R	12/30/2015	254.64		053279		254.64
01160	HESSTON CHAMBER OF COMMERCE							
I-178	LUNCHEON MEAL: GARY	R	12/30/2015	15.00		053280		15.00
01225	HESSTON MACHINE/WELD INC							
I-11949	AQ TUBING/C-CHANNEL	R	12/30/2015	14.27		053281		
I-11961	WELDING WIRE: CITY SHOP	R	12/30/2015	44.55		053281		58.82
06045	HESSTON RECORD							
I-34471	ORD #158/91 - LEGALS	R	12/30/2015	230.00		053282		230.00
01315	HOUSE OF GLASS, INC							
I-74308	REPAIR BROKEN WINDOW:GOLF	R	12/30/2015	368.46		053283		
I-74315	REPAIR SQUAD ROOM DOOR	R	12/30/2015	110.79		053283		479.25
00800	HUSTLER TURF EQUIPMENT, INC.							
I-1501575	REPAIR PARTS: MOWERS	R	12/30/2015	1,537.28		053284		1,537.28
07260	IMAGE QUEST							
I-270535	CITY HALL COPY SERVICE CHARGE	R	12/30/2015	21.44		053285		21.44
03165	J.L. UNRUH, LLC							
I-15-3628	FILL SAND	R	12/30/2015	374.74		053286		374.74
01610	KANSAS EMPLOYMENT SECURITY FUN							
I-12302015	4TH QTR 2015 UNEMPLOYMENT	R	12/30/2015	511.27		053287		511.27
01855	LAYNE CHRISTENSEN COMPANY							
I-38909	PUMP#3: INSPECTION/PULL	R	12/30/2015	2,445.00		053288		2,445.00
05330	LLAMAS LAW OFFICES							
I-DEC2015-MONTHLY	DECEMBER PROSECUTOR FEE	R	12/30/2015	600.00		053289		600.00
00530	MARTIN AUTO PARTS, INC.							
I-001049	WHEEL BOLT	R	12/30/2015	2.49		053290		
I-001319	AIR FILTER (8)	R	12/30/2015	237.92		053290		240.41
02235	OCHS CLEANERS							
I-628895	BLANKET CLEANING (2)	R	12/30/2015	24.00		053291		24.00
02835	OFFICE PLUS OF KANSAS							
I-432174-0	SHEET PROTECTORS/BINDER/TABS	R	12/30/2015	75.17		053292		
I-432175-0	FILE FOLDERS (1 CT)	R	12/30/2015	28.49		053292		
I-432234-0	PAPER TOWELS-SHOP/PARKS (3 CS)	R	12/30/2015	169.47		053292		
I-433037-0	PRINTER CARTRIDGE (2):KYLE	R	12/30/2015	245.98		053292		
I-433040-0	FILE FOLDERS (1 BX)	R	12/30/2015	5.75		053292		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-433340-0	PRINTER CARTRIDGE: UTILITY	R	12/30/2015	63.98		053292		
I-433398-0	PRINTER CARTRIDGE: UTILITY	R	12/30/2015	21.98		053292		
I-433658-0	PRINTER CARTRIDGE:CITY HALL	R	12/30/2015	278.99		053292		889.81
05900	PACE ANALYTICAL SERVICES, INC.							
I-164113	KDHE SWR PLANT SAMPLE TEST	R	12/30/2015	367.65		053293		367.65
03245	RANDALL J. PANKRATZ							
I-DEC2015-MONTHLY	DECEMBER COURT FEE	R	12/30/2015	1,083.33		053294		1,083.33
03405	PROFESSIONAL TURF PRODUCTS, LP							
I-1321900-00	IRRIGATION UPGRADE:PART 1	R	12/30/2015	9,689.00		053295		9,689.00
02545	BRIAN K REIMER							
I-412	OFFICE SHELF/REPORT BOX:EMS	R	12/30/2015	445.65		053296		445.65
02595	ROBINSON ELECTRIC, INC							
I-5614	INSTALL BLDG EXTERIOR LED LGTS	R	12/30/2015	570.00		053297		
I-5621	INSTALL CIRCUIT BOARD: UV	R	12/30/2015	105.00		053297		
I-5632	BASEMENT REPAIR	R	12/30/2015	1,495.25		053297		2,170.25
02640	SALINA SUPPLY							
I-S100040410.001	CRIMPING TOOL	R	12/30/2015	47.57		053298		47.57
07405	SHOP MARKETPLACE							
I-INV-0004352564	JAN HEALTH CARE PREMIUM	R	12/30/2015	28,157.36		053299		28,157.36
02800	SPRINT PCS							
I-519277819-097	CELL PHONE USAGE THRU 12/20	R	12/30/2015	270.08		053300		270.08
1	THERESA URBAN							
I-URBAN 12/15	THERESA URBAN:	R	12/30/2015	10.00		053301		10.00
04120	TRIPLETT,WOOLF,GARRETSON							
I-117356	NOV CITY ATTORNEY FEES	R	12/30/2015	2,500.00		053302		2,500.00
06090	VAN-WALL GROUP							
I-190815	NEW CUPS: GOLF GREENS	R	12/30/2015	314.38		053303		314.38
03055	VISION COMPUTER INC.							
I-M8597	BACKUPS/SPAM FILTER/MCAFEE	R	12/30/2015	54.60		053304		
I-M8598	INSTALL NEW COMPUTER/PROJECTOR	R	12/30/2015	157.30		053304		211.90

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
07160	VSP VISION							
I-12302015	JAN VISION PREMIUM	R	12/30/2015	437.77		053305		437.77
04615	WAL-MART CREDIT CARD							
I-12302015	POP/PAPER PLATES	R	12/30/2015	67.74		053306		67.74
07740	WICHITA IRON & METALS CORP. IN							
I-11276	STEEL:CITY SHOP WELDING TABLE	R	12/30/2015	343.00		053307		343.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	143	738,014.40	0.00	738,014.40
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	3,915.30	0.00	3,915.30
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 99 TOTALS:	144	741,929.70	0.00	741,929.70
BANK: 99 TOTALS:	144	741,929.70	0.00	741,929.70

VENDOR SET: 01 City of Hesston  
 BANK: PR Payroll Accounts Payable  
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00485	CITIZENS STATE BANK							
I-T1 12062015	FEDERAL WITHHOLDING TAX	D	12/11/2015	6,557.91		000000		
I-T3 12062015	FICA W/H TAX	D	12/11/2015	8,604.48		000000		
I-T4 12062015	MEDICARE W/H TAX	D	12/11/2015	2,012.34		000000		17,174.73
00485	CITIZENS STATE BANK							
I-T1 12202015	FEDERAL WITHHOLDING TAX	D	12/23/2015	7,133.56		000000		
I-T3 12202015	FICA W/H TAX	D	12/23/2015	9,235.32		000000		
I-T4 12202015	MEDICARE W/H TAX	D	12/23/2015	2,159.94		000000		18,528.82
01355	I.C.M.A.							
I-37 12062015	EMPLOYEE RETIREMENT	D	12/11/2015	1,455.00		000000		
I-37112062015	EMPLOYEE RETIREMENT	D	12/11/2015	267.02		000000		
I-37212062015	ICMA - 2.5% CONT	D	12/11/2015	175.71		000000		
I-37312062015	ICMA - 3%	D	12/11/2015	804.26		000000		2,701.99
01355	I.C.M.A.							
I-37 12202015	EMPLOYEE RETIREMENT	D	12/23/2015	1,455.00		000000		
I-37112202015	EMPLOYEE RETIREMENT	D	12/23/2015	261.34		000000		
I-37212202015	ICMA - 2.5% CONT	D	12/23/2015	180.44		000000		
I-37312202015	ICMA - 3%	D	12/23/2015	807.63		000000		2,704.41
01615	KPERS							
I-31 12062015	KPERS	D	12/11/2015	6,570.97		000000		
I-31212062015	KPERS-TR2	D	12/11/2015	2,397.22		000000		
I-31312062015	KPERS-TR3	D	12/11/2015	1,021.73		000000		
I-31I12062015	K-INSUR.MORATORIUM	D	12/11/2015	645.35		000000		
I-31K12062015	KPERS-RETIREE	D	12/11/2015	302.91		000000		10,938.18
01615	KPERS							
I-31 12202015	KPERS	D	12/23/2015	6,331.30		000000		
I-31212202015	KPERS-TR2	D	12/23/2015	2,466.72		000000		
I-31312202015	KPERS-TR3	D	12/23/2015	1,007.14		000000		
I-31I12202015	K-INSUR.MORATORIUM	D	12/23/2015	633.42		000000		
I-31K12202015	KPERS-RETIREE	D	12/23/2015	302.91		000000		
I-31L12062015	KPERS OPTIONAL LIFE INS	D	12/23/2015	216.90		000000		10,958.39
01620	KANSAS WITHHOLDING TAX							
I-T2 12062015	KANSAS STATE W/H TAX	D	12/11/2015	2,339.35		000000		2,339.35
01620	KANSAS WITHHOLDING TAX							
I-T2 12202015	KANSAS STATE W/H TAX	D	12/23/2015	2,535.83		000000		2,535.83

VENDOR SET: 01 City of Hesston  
 BANK: PR Payroll Accounts Payable  
 DATE RANGE:12/01/2015 THRU 12/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05605	AFLAC							
I-40 12062015	AFLAC	R	12/23/2015	164.45		053264		
I-40 12202015	AFLAC	R	12/23/2015	164.45		053264		
I-41 12062015	AFLAC	R	12/23/2015	64.06		053264		
I-41 12202015	AFLAC	R	12/23/2015	64.06		053264		
I-41212062015	AFLAC EMPLOYER PAID	R	12/23/2015	28.56		053264		
I-41212202015	AFLAC EMPLOYER PAID	R	12/23/2015	28.56		053264		514.14
00525	COLONIAL LIFE							
I-33 12062015	COLONIAL LIFE INSURANCE	R	12/23/2015	17.63		053265		
I-33 12202015	COLONIAL LIFE INSURANCE	R	12/23/2015	17.63		053265		35.26
07185	LEGALSHIELD							
I-41312062015	LEGALSHIELD	R	12/23/2015	33.58		053266		
I-41312202015	LEGALSHIELD	R	12/23/2015	33.58		053266		67.16

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	616.56	0.00	616.56
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	67,881.70	0.00	67,881.70
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PR TOTALS:	11	68,498.26	0.00	68,498.26
BANK: PR TOTALS:	11	68,498.26	0.00	68,498.26
REPORT TOTALS:	155	810,427.96	0.00	810,427.96

## SELECTION CRITERIA

---

VENDOR SET: 01-CITY OF HESSTON  
VENDOR: ALL  
BANK CODES: All  
FUNDS: All

---

## CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 12/01/2015 THRU 12/31/2015  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

---

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All

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# CITY OF HESSTON



## MONTHLY FINANCIAL STATEMENT

**For the Twelfth Month Ended  
December 31, 2015**

## CITY OF HESSTON

### Monthly Financial Statement For the Twelfth Month Ended December 31, 2015

#### EXECUTIVE SUMMARY

**Pooled Cash and Debt (Exhibit I)** – The City's total pooled cash position is approximately \$9.3 million. The City's debt of \$10 million is made up of three G.O. Bonds that are paid primarily through special assessments, one PBC Bond for the library building, temporary notes for the West Embers IV & Prairie Lakes projects and 26 acre land purchase, and a revolving loan for the Wastewater Treatment Plant Improvement Project. The last payment for the Datamatic AMR system was made in December.

General Obligation Bonds	5,015,000
PBC Bonds	715,000
Temporary Notes	1,353,000
Lease Purchase Agreements	146,221
WWTP Loan	2,876,021
<b>TOTAL INDEBTEDNESS</b>	<b>10,105,242</b>

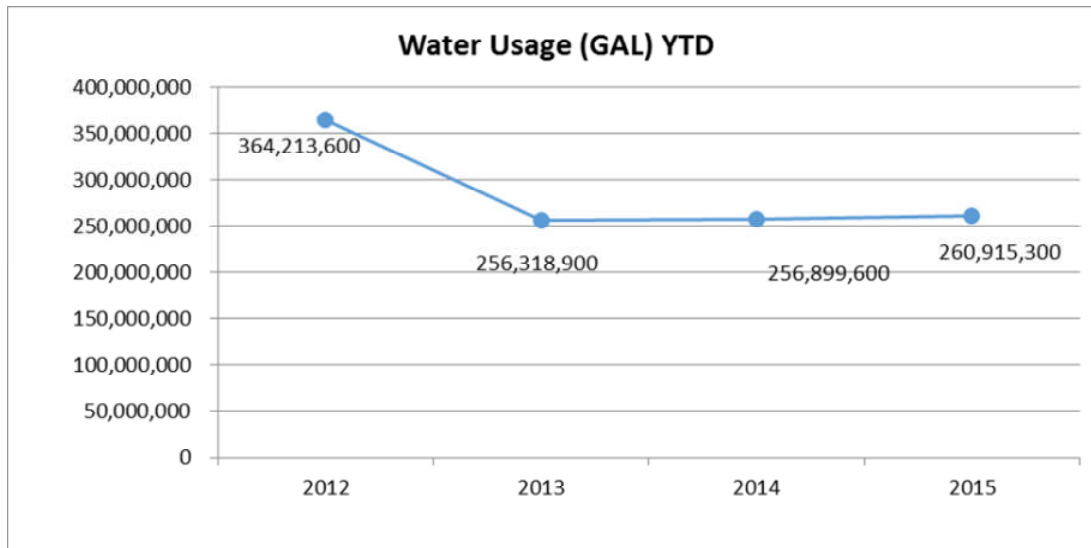
**Note:** The Financial Statements do not show the end of year transfers at this time. They will be calculated over the next few weeks and the transactions will be recorded prior to closing the 2015 budget year.

**Operating Expenses to Budget (Exhibit I)** – All fund finished the year within budget.

**General Fund (Exhibit II)** – The General Fund revenue came in slightly ahead of expectations and expenditures were less than budgeted. This will enable a transfer of funds into the equipment reserves out of the General Fund and a transfer into the PBC Fund to make the library building bond payment.

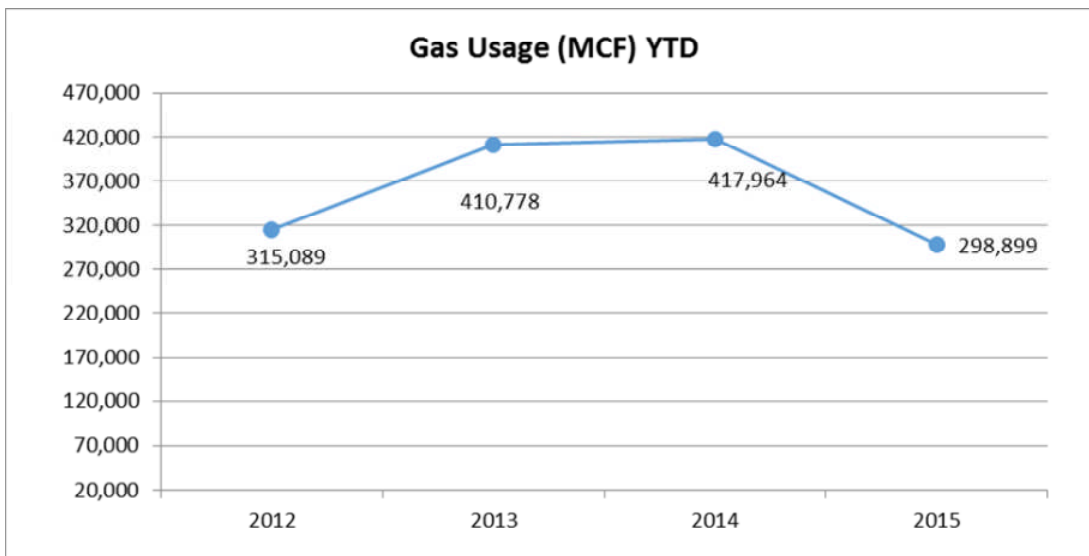
**Golf Fund (Exhibit III)** – The Golf Fund Budget was amended during the November council meeting. A transfer will be necessary to provide the cash reserve guideline that is required for this transition year.

**Utility Operations (Exhibit V - VIII)** – The graph below shows water usage compared against the same period over the last 3 years.

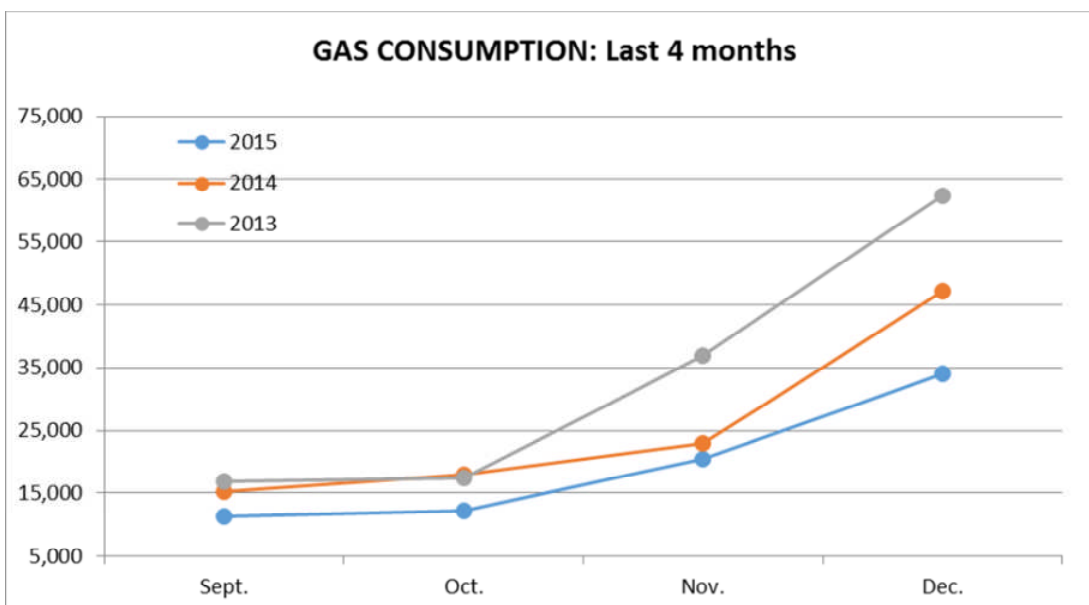




**Utility Operations (Exhibit V - VIII)** – The graph below shows gas usage compared against the same period over the last 3 years.



The following graph shows gas usage over the last 4 months. The trend is typical for this time of year. I added a comparison of the same period for 2013 & 2014 to show gas sales are down due to warmer weather. It is important to note that 2013 was an extremely cold winter.



**Revolving Loan (Exhibit IX)** – The City has five active revolving loans. The fund has a balance of \$65,093 available for new loans.

**CITY OF HESSTON  
POOLED CASH  
As of December 31, 2015**

<b>FUND</b>	<b>BEGINNING BALANCE</b>	<b>CURRENT ACTIVITY</b>	<b>CURRENT BALANCE</b>
01 - General	1,587,352.41	11,713	1,599,065.80
02 - Library	1,617.94	478	2,095.85
03 - Library Maintenance	22,778.90	0	22,778.90
04 - Special Street & Highway	305,790.21	0	305,790.21
06 - Golf	(18,116.56)	(18,287)	(36,403.89)
07 - Ambulance (EMS)	164,516.43	(8,799)	155,717.72
08 - Community Service Program	41,142.51	247	41,389.44
09 - Bond & Interest	163,147.74	1,581	164,728.40
12 - Utility	4,891,605.16	(19,597)	4,872,007.98
13 - Utility Maintenance Reserve	1,386,084.54	(430,038)	956,046.84
27 - Construction	96,255.68	19,896	116,151.25
30 - Capital Improvement	283,449.12	0	283,449.12
31 - Transient Guest Tax	0.00	0	0.00
33 - Economic Development	57,736.74	(52)	57,684.69
34 - Golf Maintenance Reserve	22,888.84	(14,092)	8,796.60
38 - Special Law Enforcement	118.76	342	460.56
42 - Fire Equipment Tax	180,469.16	24,482	204,951.64
45 - Equipment Reserve	480,277.44	(4,105)	476,172.39
46 - Special Parks	1,121.05	112	1,232.56
47 - Utility Deposits	61,801.02	(420)	61,381.02
48 - Gift Certificates (Golf)	2,762.12	427	3,189.52
50 - Revolving Loan Fund	62,962.48	2,130	65,092.77
55 - PBC	1,060.00	0	1,060.00
<b>TOTAL CLAIM ON CASH</b>	<u>9,796,822</u>	<u>(433,982)</u>	<u>9,362,839</u>

**EXPENSE COMPARISON OF ACTUAL TO BUDGET  
For the Twelfth Month Ended December 31, 2015**

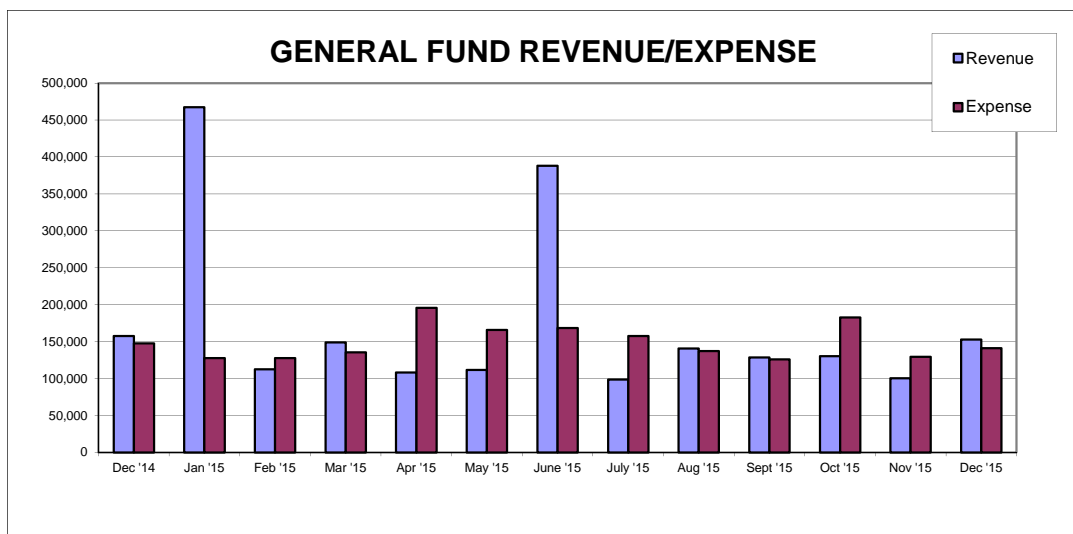
<b>FUND</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
01 - General	1,960,145	141,132	1,794,825	91.6%	165,320
02 - Library	194,162	4,105	194,207	100.0%	(45)
03 - Library Maintenance		0	494		
04 - Special Street & Highway	248,000	0	146,991	59.3%	101,009
06 - Golf	413,154	28,947	376,479	91.1%	36,675
07 - Ambulance (EMS)	336,827	25,740	287,221	85.3%	49,606
08 - Community Service Program	20,000	255	16,339	81.7%	3,661
09 - Bond & Interest	547,043	0	547,043	100.0%	1
12 - Utility	4,058,936	248,690	2,587,699	63.8%	1,471,237
13 - Utility Maintenance Reserve		430,038	495,303		
27 - Construction		0	338,867		
30 - Capital Improvement		0	174		
31 - Transient Guest Tax	44,000	0	78,120		(34,120)
33 - Economic Development	33,250	52	9,088	27.3%	24,162
34 - Golf Maintenance Reserve		14,092	96,078		
38 - Special Law Enforcement		13	6,230		
42 - Fire Equipment Tax	500,000	0	421,987	84.4%	78,013
45 - Equipment Reserve		4,105	325,817		
46 - Special Parks	625	0	0		
50 - Revolving Loan Fund		0	0		
55 - PBC (Library Bldg. Payment)	66,253	0	66,253	100.0%	1
<b>TOTAL EXPENSES</b>	<u>8,422,395</u>	<u>897,168</u>	<u>7,789,214</u>	<u>76.6%</u>	<u>1,895,518</u>
			<u>Standard</u>	<u>100.0%</u>	

**INDEBTEDNESS  
As of December 31, 2015**

General Obligation Bonds	5,015,000
PBC Bonds	715,000
Temporary Notes	1,353,000
Lease Purchase Agreements	146,221
WWTP Loan	2,876,021
<b>TOTAL INDEBTEDNESS</b>	<u>10,105,242</u>

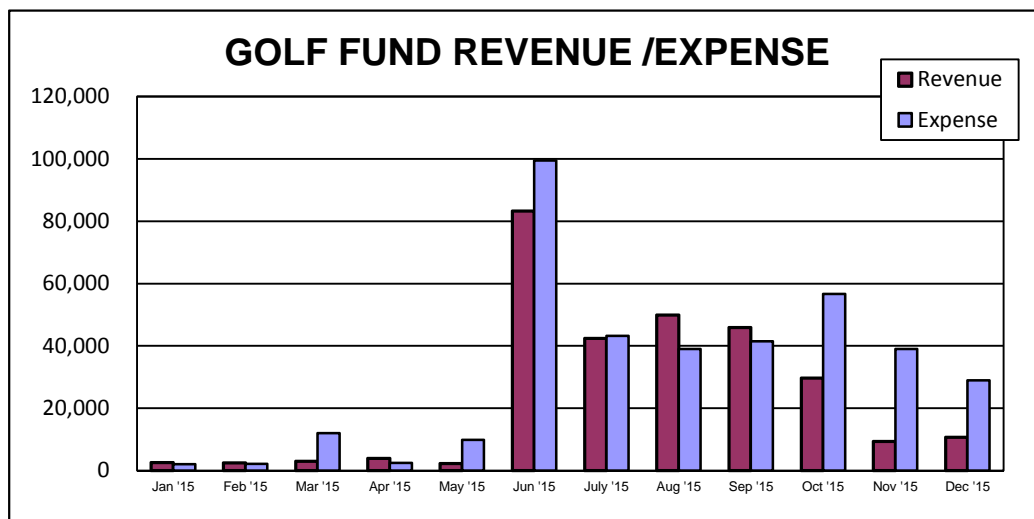
**CITY OF HESSTON**  
**GENERAL FUND COMPARISON OF ACTUAL TO BUDGET**  
For the Twelfth Month Ended December 31, 2015

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Property Tax	675,145	0	667,157	98.8%	7,988
Motor Vehicle Taxes	94,888	18,754	106,025	111.7%	(11,137)
Local Sales Tax	610,000	75,940	666,937	109.3%	(56,937)
Franchise Taxes	375,000	31,370	402,144	107.2%	(27,144)
Court Fees & Costs	41,800	4,690	36,215	86.6%	5,585
Interest on Investments	5,000	1,749	3,437	68.7%	1,563
Lease Revenue	51,000	2,000	48,750	95.6%	2,250
Fees	27,750	3,789	23,178	83.5%	4,572
Miscellaneous Income	22,300	1,346	22,536	101.1%	(236)
Reimbursements	64,000	13,401	111,808	174.7%	(47,808)
Intra Fund Transfers	50,000	0	0	0.0%	50,000
<b>TOTAL REVENUE</b>	<b>2,016,883</b>	<b>153,039</b>	<b>2,088,186</b>	<b>103.5%</b>	<b>(71,303)</b>
<b>EXPENDITURES:</b>					
Administration	129,889	14,662	147,223	113.3%	(17,334)
Police	713,251	50,368	680,115	95.4%	33,136
Street	334,570	25,430	328,175	98.1%	6,395
Fire	174,623	13,056	158,318	90.7%	16,305
Parks	227,109	14,146	224,032	98.6%	3,077
Municipal Court	46,200	3,136	44,217	95.7%	1,983
Lease Purchase	25,250	0	27,662	109.6%	(2,412)
Transfers	121,253	0	0	0.0%	121,253
Other Expenses	188,000	20,334	185,082	98.4%	2,918
<b>TOTAL EXPENSES</b>	<b>1,960,145</b>	<b>141,132</b>	<b>1,794,825</b>	<b>91.6%</b>	<b>165,320</b>
<b>NET GAIN/(LOSS)</b>	<b>56,738</b>	<b>11,907</b>	<b>293,361</b>		<b>(236,623)</b>



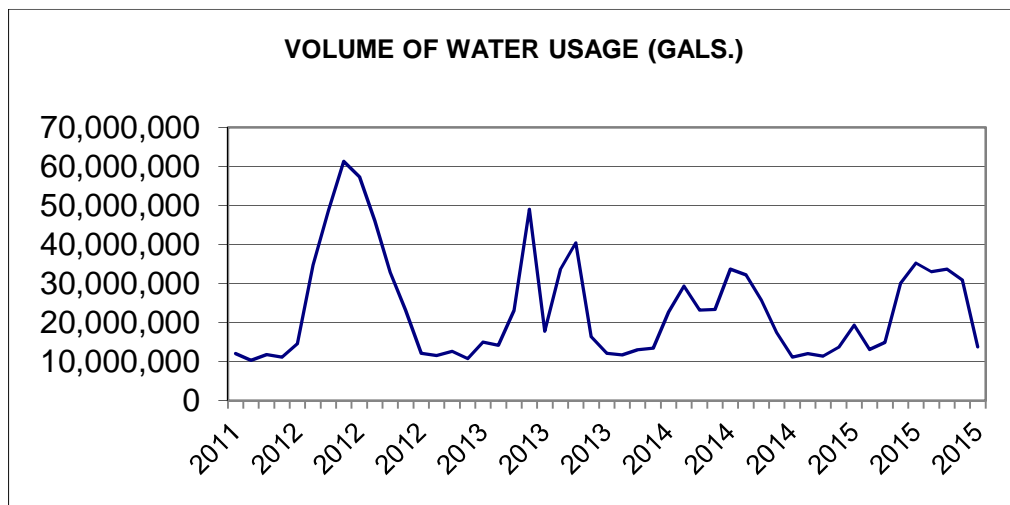
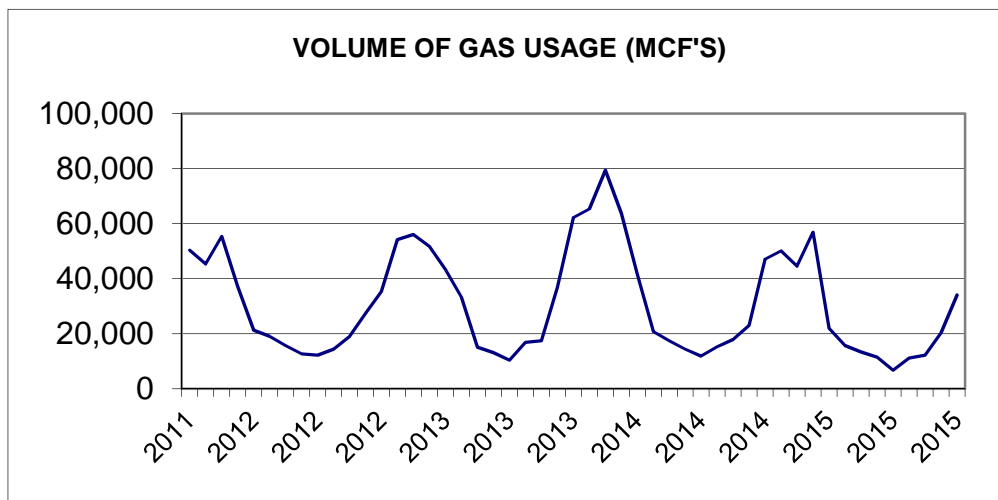
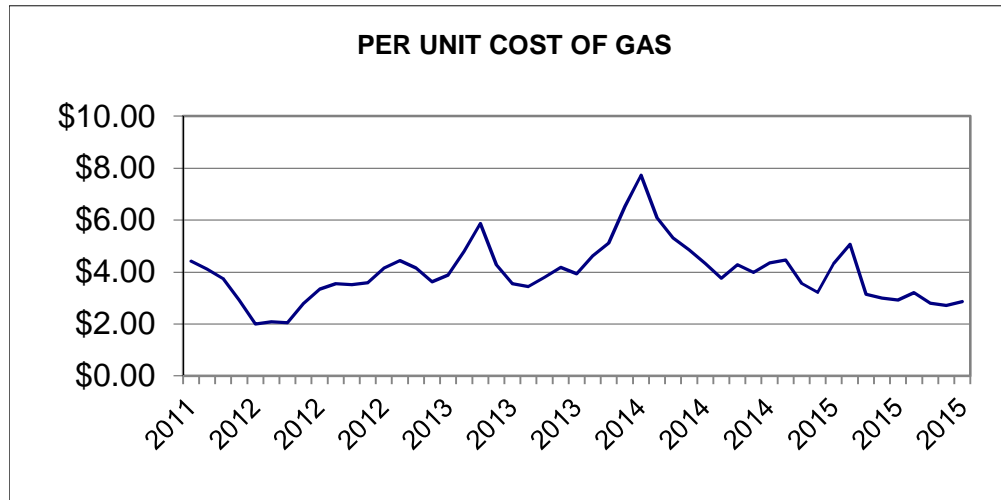
**CITY OF HESSTON**  
**GOLF FUND COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Payment on Account	0	0	0	0.0%	0
Green Fees	0	1,090	81,001	0.0%	(81,001)
Golf Cart Fee	0	3,253	67,774	0.0%	(67,774)
Practice Facility	0	207	4,090	0.0%	(4,090)
Miscellaneous	0	250	1,275	0.0%	(1,275)
Tournament Fees	0	360	29,452	0.0%	(29,452)
Membership Fees	0	3,563	36,210	0.0%	(36,210)
Concessions	0	1,393	31,446	0.0%	(31,446)
Golf Shop Sales	0	545	18,824	0.0%	(18,824)
Gas Fee (Blue Tee)	2,000	0	1,404	70.2%	596
Water Fee (Blue Tee)	32,600	0	12,710	39.0%	19,890
Reimbursements	0	0	1,032	0.0%	(1,032)
<b>TOTAL REVENUE</b>	<b>34,600</b>	<b>10,660</b>	<b>285,219</b>	<b>824.3%</b>	<b>(250,619)</b>
<b>EXPENDITURES:</b>					
Personnel	0	14,862	145,730	0.0%	(145,730)
Contractual Services	35,275	11,273	92,497	262.2%	(57,222)
Commodities	0	2,498	130,180	0.0%	(130,180)
Capital Outlay	0	314	7,662	0.0%	(7,662)
Reimbursement	0	0	410	0.0%	(410)
<b>TOTAL EXPENDITURES</b>	<b>35,275</b>	<b>28,947</b>	<b>376,479</b>	<b>1067.3%</b>	<b>(341,204)</b>
<b>Net Bef. Franchise Fees</b>	<b>(675)</b>	<b>(18,287)</b>	<b>(91,260)</b>		<b>90,585</b>
Add: Franchise Fees	0	0	0		0
<b>NET GAIN/(LOSS)</b>	<b>(675)</b>	<b>(18,287)</b>	<b>(91,260)</b>	<b>0.0%</b>	<b>90,585</b>



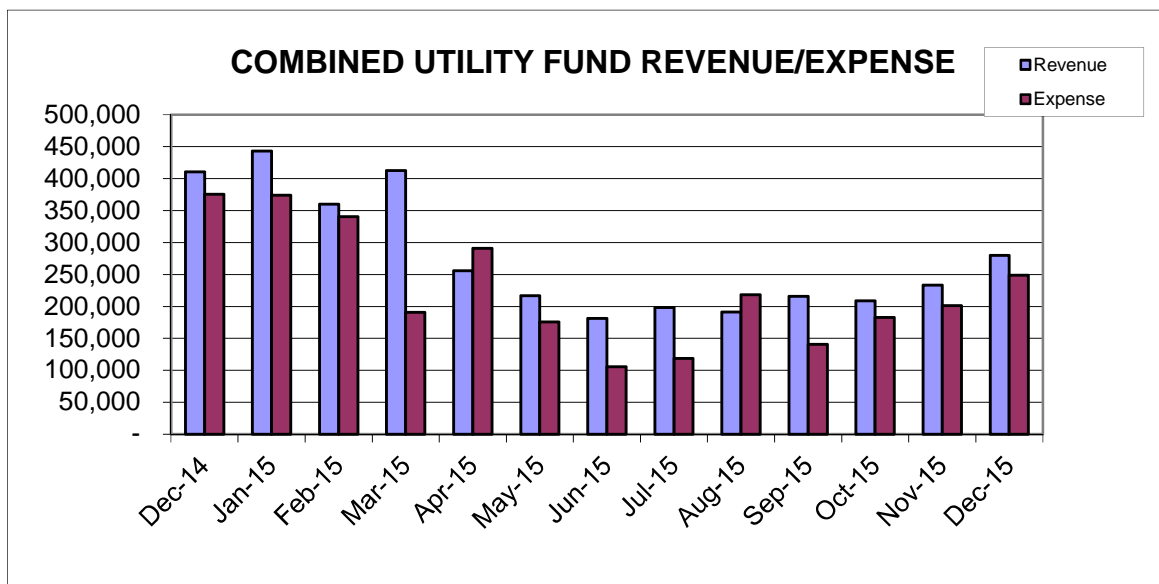
**HISTORICAL UTILITY INFORMATION**

As of December 31, 2015



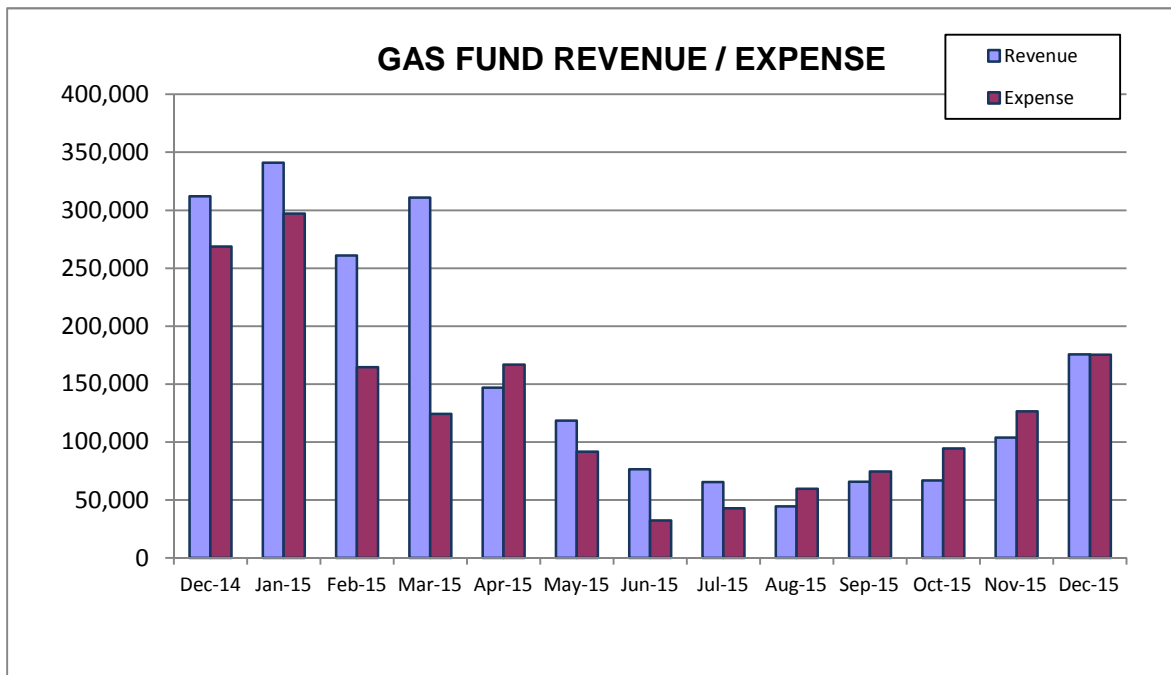
**CITY OF HESSTON**  
**COMBINED UTILITY FUND COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<b><u>GAS</u></b>					
Revenue	2,662,000	175,507	1,776,216	66.7%	885,784
Expenditures	2,610,640	175,438	1,449,881	55.5%	1,160,759
<b>NET GAIN/(LOSS)</b>	<b>51,360</b>	<b>69</b>	<b>326,335</b>	<b>635.4%</b>	<b>(274,975)</b>
<b><u>WATER</u></b>					
Revenue	781,500	41,977	665,189	85.1%	116,311
Expenditures	738,270	38,787	446,569	60.5%	291,701
<b>NET GAIN/(LOSS)</b>	<b>43,230</b>	<b>3,190</b>	<b>218,621</b>	<b>505.7%</b>	<b>(175,391)</b>
<b><u>SEWER</u></b>					
Revenue	525,500	46,275	562,312	107.0%	(36,812)
Expenditures	521,526	20,117	510,000	97.8%	11,526
<b>NET GAIN/(LOSS)</b>	<b>3,974</b>	<b>26,158</b>	<b>52,312</b>	<b>1316.4%</b>	<b>(48,338)</b>
<b><u>REFUSE</u></b>					
Revenue	194,350	16,229	194,256	100.0%	94
Expenditures	188,500	14,348	181,249	96.2%	7,251
<b>NET GAIN/(LOSS)</b>	<b>5,850</b>	<b>1,881</b>	<b>13,007</b>	<b>222.3%</b>	<b>(7,157)</b>
<b><u>COMBINED FUND</u></b>					
Revenue	4,163,350	279,988	3,197,974	76.8%	965,376
Expenditures	4,058,936	248,690	2,587,699	63.8%	1,471,237
<b>NET GAIN/(LOSS)</b>	<b>104,414</b>	<b>31,298</b>	<b>610,274</b>	<b>584.5%</b>	<b>(505,860)</b>



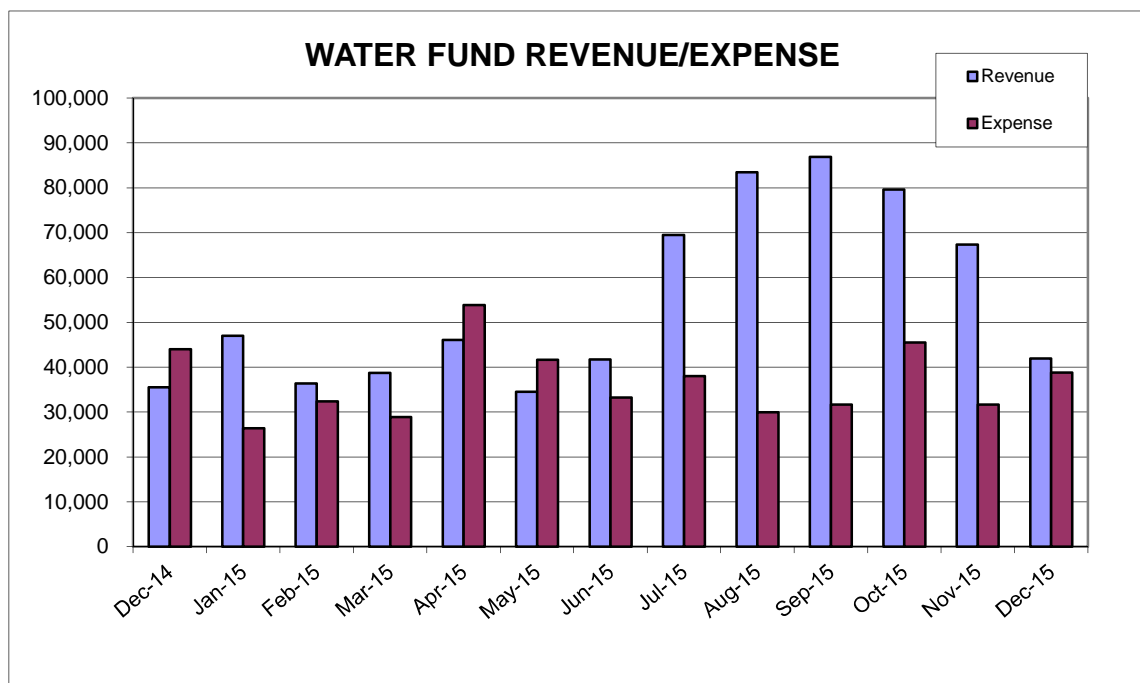
**CITY OF HESSTON**  
**GAS COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Gas Fees & Sales	2,662,000	175,507	1,776,216	66.7%	885,784
Less: Gas Purchases	1,905,000	145,510	101,045	5.3%	1,803,955
<b>NET GAS MARGIN</b>	<b>757,000</b>	<b>29,997</b>	<b>1,675,170</b>	<b>221.3%</b>	<b>(918,170)</b>
<b>EXPENDITURES:</b>					
Personnel	285,172	21,842	281,314	98.6%	3,858
Contractual	37,200	1,414	34,352	92.3%	2,848
Commodities	30,000	1,270	1,017,471	3391.6%	(987,471)
Capital Outlay	28,268	5,403	15,700	55.5%	12,568
Reimbursements	0	0	0	0.0%	0
Transfers	325,000	0	0	0.0%	325,000
<b>TOTAL EXPENDITURES</b>	<b>705,640</b>	<b>29,928</b>	<b>1,348,836</b>	<b>191.2%</b>	<b>(643,196)</b>
<b>NET GAIN/(LOSS)</b>	<b>51,360</b>	<b>69</b>	<b>326,335</b>	<b>15.7%</b>	<b>(274,975)</b>



**CITY OF HESSTON**  
**WATER COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

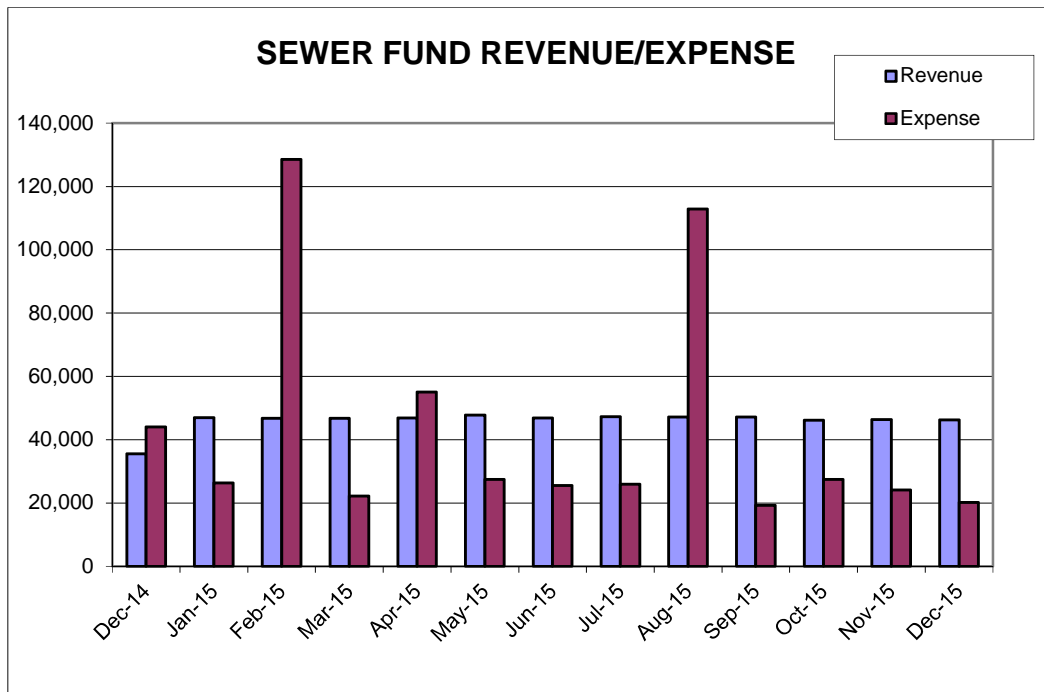
<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Water Fees & Sales	781,500	41,977	665,189	85.1%	116,311
<b>EXPENDITURES:</b>					
Personnel	287,617	21,718	281,536	97.9%	6,081
Contractual	103,900	9,678	104,489	100.6%	(589)
Commodities	47,000	1,988	38,717	82.4%	8,283
Capital Outlay	31,268	5,403	21,828	69.8%	9,441
Reimbursements	0	0	0	0.0%	0
Transfers	268,485	0	0	0.0%	268,485
<b>TOTAL EXPENDITURES</b>	<b>738,270</b>	<b>38,787</b>	<b>446,569</b>	<b>60.5%</b>	<b>291,701</b>
<b>NET GAIN/(LOSS)</b>	<b>43,230</b>	<b>3,190</b>	<b>218,621</b>	<b>19.8%</b>	<b>(175,391)</b>





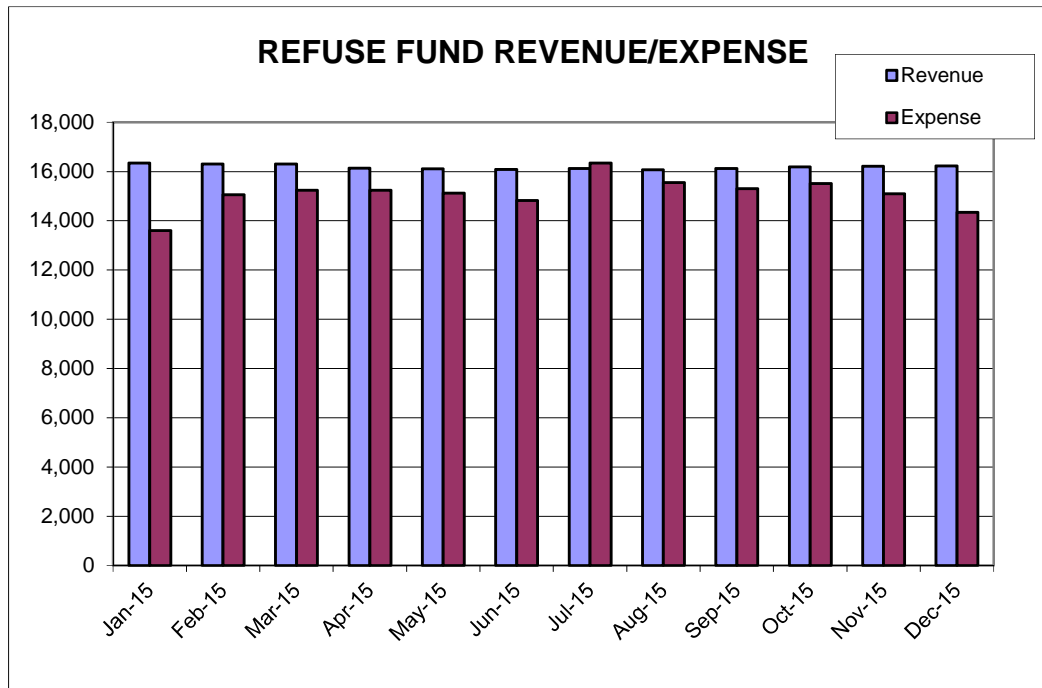
**CITY OF HESSTON**  
**SEWER COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Sewer Fees & Sales	525,500	46,275	562,312	107.0%	(36,812)
<b>EXPENDITURES:</b>					
Personnel	182,789	13,827	180,196	98.6%	2,593
Contractual	106,700	5,558	115,881	108.6%	(9,181)
Commodities	21,250	731	18,170	85.5%	3,080
Capital Outlay	210,787	0	195,753	92.9%	15,034
Reimbursements	0	0	0	0.0%	0
Transfers	0	0	0	0.0%	0
<b>TOAL EXPENDITURES</b>	<b>521,526</b>	<b>20,117</b>	<b>510,000</b>	<b>97.8%</b>	<b>11,526</b>
<b>NET GAIN/(LOSS)</b>	<b>3,974</b>	<b>26,158</b>	<b>52,312</b>	<b>1316.4%</b>	<b>(48,338)</b>



**CITY OF HESSTON**  
**REFUSE COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Refuse Fees & Sales	186,325	16,229	194,256	104.3%	(7,931)
<b>EXPENDITURES:</b>					
Contractual	177,555	14,348	181,249	102.1%	(3,694)
Transfers	0	0	0	0.0%	0
<b>TOAL EXPENDITURES</b>	<b>177,555</b>	<b>14,348</b>	<b>181,249</b>	<b>102.1%</b>	<b>(3,694)</b>
<b>NET GAIN/(LOSS)</b>	<b>8,770</b>	<b>1,881</b>	<b>13,007</b>	<b>148.3%</b>	<b>(4,237)</b>



**CITY OF HESSTON**  
**ECONOMIC DEVELOPMENT COMPARISON OF ACTUAL TO BUDGET**  
**For the Twelfth Month Ended December 31, 2015**

<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD TOTAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Transfer From Utilities	25,000	0	0	0.0%	25,000
<b>TOTAL REVENUE</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>25,000</b>
<b>EXPENDITURES:</b>					
Contractual Services*	30,250	52	7,808	25.8%	22,442
Commodities (33-501-315)	3,000	0	1,280	42.7%	1,720
Capital Outlay (33-501-401)	0	0	0	0.0%	0
Transfer to Transient Guest Tax (33-501-600)	0	0	0	0.0%	0
<b>TOTAL EXPENDITURES</b>	<b>33,250</b>	<b>52</b>	<b>9,088</b>	<b>27.3%</b>	<b>24,162</b>
<b>NET GAIN / (DEFICIT)</b>	<b>(8,250)</b>	<b>(52)</b>	<b>(9,088)</b>		<b>838</b>

\* The housing incentive expenditure is included in the Economic Development Contractual Services line item. This line includes:  
(33-501-205), (33-501-207), (33-501-219), (33-501-228)

<b>HOUSING INCENTIVE PROGRAM (33-501-220)</b>	<b>25,000</b>	<b>0</b>	<b>5,000</b>	<b>20.0%</b>	<b>20,000</b>
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**Note:** Housing Incentive Program activity includes incentives paid as well as those committed, but unpaid.

**REVOLVING LOAN PROGRAM**  
**As of December 31, 2015**

<b>ACCOUNT</b>	<b>BALANCE 1/1/15</b>	<b>CURRENT MONTH</b>	<b>YTD TOTAL</b>	<b>BALANCE YTD</b>
Hesston Chiropractic	4,351	0	4,350	0
Panda Kitchen	10,350	275	3,253	7,097
Ledford Hospitality	171,017	935	10,530	160,487
Skoops	43,715	451	5,343	38,372
Hesston Hospitality '12	28,170	291	3,441	24,729
Weaver Grocers	119,141	885	10,474	108,668
<b>TOTAL</b>	<b>376,744</b>	<b>2,837</b>	<b>37,391</b>	<b>339,353</b>
<b>Available Funds</b>	<b>65,093</b>			

**Hesston Area Economic Development Corporation**

Regular Meeting Minutes–December 1, 2015

7:00 a.m., City Council Room

**Present**

Mark Landes, Susan Swartzendruber, Anthony Swartzendruber, Richard Drake, Bob Mullet, Zach Phillips and Becky Galloway. Also present: Gary Emry

**Absent**

Ben Proctor and Jason Jones

Zach Phillips opened the meeting at 7:00 a.m. and asked for a motion to approve the minutes from the October 20 meeting. Mark Landes motioned for approval, Richard Drake seconded and motion carried 7-0.

**Elections**

Anthony Swartzendruber nominated Mark Landes for Chairperson. Motion carried 7-0. Richard nominated Anthony for Vice-Chairperson. Motion carried 7-0. Richard nominated Becky for secretary/treasurer. Motion carried 7-0.

Will re-elect for all positions in November 2016.

**Review/Approve Mission Statement**

Susan Swartzendruber moved to adopt the Mission Statement with the revision. Richard seconded. Motion carried 7-0.

**Community Service Grants**

Applicants were Hesston Area Seniors, Lovin' the Real H-Town, VFW and the Hesston Resource Center. Bob Mullet moved to provide the grants. Anthony seconded. Motion carried 7-0. Total grants awarded in the amount of \$17,300.

**Program of Work**

No action was taken. Item will be discussed at the January meeting.

**Community Update**

**Adjournment**

At 7:54 a.m. Richard moved to adjourn the meeting. Susan seconded. Motion carried 7-0.

**Next meeting date**

Tuesday, January 19, 2016

## Hesston Recreation Board Meeting

Date: 12/21/2015 Time: 4:30 Regular Meeting

Location- HRCE Conference Room

Present: Derek Roth, Becky Tozier and Lee Birch

Absent: Chad Fuqua and Pat Lewis

1. Derek called the meeting to order
2. Lee moved to adopt the agenda. Becky seconded. Motion passed 3-0
3. Lee moved to approve the minutes from November meeting. Derek seconded. Motion passed 3-0
4. Brad gave his director's report which included
  - A. Ad Hoc update. Plans may be ready to bring to February joint meeting for discussion on facility improvements.
  - B. Brad is meeting with others to discuss disc golf at the interstate park.
  - C. Brad will be meeting with KDWP to discuss improvements at the interstate park.
  - D. Brad attended Career day speech and open house.
  - E. Brad announced donations from the following. Barb and Jeff Kohlman, Partners in Family Care and Arunraj Dhanansekhar.
5. Pat Lewis is renewing his term on the board
6.
  - A. Lee made the motion to begin using the main checking account for petty cash payments. Becky seconded. Motion passed 3-0
  - B. Becky made the motion to require any check over \$300 to require 2 signatures. Lee seconded. Motion passed 3-0
7. The design contest was down to 2 entries and after discussion Lee made the motion to approve a winner. Becky seconded. Motion passed 3-0
8. Brad gave his budget report

9. Becky moved to approve the check register. Derek seconded. Motion passed 3-0

10. Derek made a motion to adjourn the meeting. Becky seconded the motion passed 3-0.

Meeting adjourned at 5:10

Lee Birch/Secretary

Regular Meeting - HPL Board of Trustees  
Thursday, December 17, 2015 at 6:30 pm  
Hesston Public Library, 300 N. Main

## MINUTES

**Library trustees:** Erik Lange, Michele Miller Sharp, Leo Schmidt, Nova Latta, Tonya Bartel, Ruth Hartzler

Absent: Kevin Wilder, , Sriram Jagannathan, , Dave Osborne, Juan Gomez

Libby Albers, Director.

**1. November Minutes:** Motion to approve by Nova, seconded by Michele, all approved

**2. Thank you to Board members: Michele, Leo & Tonya**

### **3. Treasurer's Report**

- a. Monthly Financial Report
- b. Grant Updates
- c. Budget Updates:

### **4. Librarian's Report**

- a. **Calendar:**
  - December 24:** Close early
  - December 25-26:** Closed for Christmas
  - January 1:** Closed for New Years
- b. **Programs:**
  - January 4:** Comic-Con!!!
  - January 6:** Preschool Story time
  - January 9:** Tech Time with Tyler (every Saturday)
  - January 11:** Pajama Nights Story time

### **5. Other Items**

- a. **Formalize holiday bonus approval:** Motion to approve by Leo, seconded by Nova, all approved

**Next meeting: 5:30 PM, January 21, 2016**

Meeting adjourned at 6:30 pm

## **Minutes**

### **HESSTON PLANNING AND ZONING COMMISSION**

December 17, 2015

Members Present: Stan Clark, Dean Leatherman, Don Schroeder, Gary Vogt, Mike Hamilton, Mel Diller.

Members Absent: Richard Toews, Chad Fuqua, Lowell Roth

Others Present: City Administrator Gary Emry.

1. **Call to Order:** Chairman Clark called the meeting to order at 7:00 pm. Don Schroeder made a motion to approve the minutes of July 9, 2015 meeting, seconded by Dean Leatherman, motion carried 6-0.
2. **Approval of minutes:** Don Schroeder made a motion to approve the minutes of July 9, 2015 meeting, seconded by Dean Leatherman, motion carried 6-0.
3. **New Business:**
  - a. Larkland Estates: The commission heard a review of potential proposal of a re-development of Windover subdivision, presented by Mark Landes.
  - b. Membership: Emry informed the commission that the Mayor was considering the appointment of Tyson Miller to the commission. Members were encouraged to provide names of potential candidates to the Mayor for consideration.
4. **Old Business:** Emry briefed the commission that he would like to conclude the matter of the IBC 2012 adoption and code inspection contract services. He will set a date in 2016 for further discussion. He also asked if the commission thought there would be any value to have a consultant in to train the commission on Planning and Zoning, all were in favor.
5. **Adjourn.** Dean Leatherman made a motion to adjourn at 7:45pm, seconded by Don Schroder, motion carried 6-0.

Recorded by:

Gary Emry, Secretary of the Commission



BUILDING PERMITS ISSUED BY MONTH								
HESSTON 2015								
Type of Permit	Jan-15 # Permits	Jan-15 Total Val.	Feb-15 # Permits	Feb-15 Total Val.	Mar-15 # Permits	Mar-15 Total Val.	Apr-15 # Permits	Apr-15 Total Val.
New Residential	1	322,000						
Remodel Residential	1	50,000						
New Institutional								
Remodel Institutional	1	2,100,000			1	5,000		
New Business								
Remodel Business								
Additon to Business					1	80,000		
Demolish								
Move In								
Residential Garage							1	12,800
Other	2	65,000			9	105,336	5	24,570
Total	5	2,537,000	0	0	11	190,336	6	37,370
Type of Permit	May-15 # Permits	May-15 Total Val.	Jun-15 # Permits	Jun-15 Total Val.	Jul-15 # Permits	Jul-15 Total Val.	Aug-15 # Permits	Aug-15 Total Val.
New Residential			1	173,675			3	574,940
Remodel Residential			1	2,500	1	7,500		
New Institutional					1	6,000	1	300,000
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage								
Other	4	8,160	6	20,050	5	28,100	7	35,280
Total	4	8,160	8	196,225	7	41,600	11	910,220
Type of Permit	Sep-15 # Permits	Sep-15 Total Val.	Oct-15 # Permits	Oct-15 Total Val.	Nov-15 # Permits	Nov-15 Total Val.	Dec-15 # Permits	Dec-15 Total Val.
New Residential			1	295,000				
Remodel Residential	1	5,000						
New Institutional								
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage								
Other	9	44,382	6	42,819	6	65,581	2	49,000
Total	10	49,382	7	337,819	6	65,581	2	49,000

## 2015 Year to Date Building Permit Totals

<u>Type of Permit</u>	<u>YTD Total # Permits</u>	<u>YTD Total Val.</u>
New Residential	6	1,365,615
Remodel Residential	4	65,000
New Institutional	2	306,000
Remodel Institutional	2	2,105,000
New Business	0	0
Remodel Business	0	0
Addition to Business	1	80,000
Demolish	0	0
Move In	0	0
Residential Garage	1	12,800
Other	61	488,278
Total	77	\$4,422,693

**HESSTON  
BUILDING PERMITS  
2015**

DATE	ADDRESS	OWNER	CONTRACTOR	RESIDENT COST	BUSINESS COST	PERMIT #
01/13/2015	601 PLAZA BLVD. ADDITION	B. SPENCER Remodel Residential	SELF	50,000		15-2603
01/15/2015	615 E. LINCOLN BLVD. REPAIR WALLS	SUBWAY Other	PREFERRED BUILDERS		40,000	15-2604
01/23/2015	1302 E. HICKORY CUSTOM HOME	A. KUEKER New Residential	HERITAGE HOME WOR	322,000		15-2605
01/26/2015	411 W. LINCOLN BLVD. ADDING ANTENNAS	SPRINT Other	TRUE NORTH MANAGEMENT		25,000	15-2606
01/29/2015	325 S. COLLEGE DR. REMODEL / ADDITION	HESSTON COLLEGE Remodel Institutional	HUTTON CONSTRUCTION		2,100,000	15-2607
03/09/2015	448 N. LANCASTER NEW BUILDING	D. BRUBACHER Additon to Business	QUALITY STRUCTURES		80,000	15-2608
03/10/2015	110 EAST SMITH REMODEL / ADDITION	CITY OF HESSTON Remodel Institutional	BACHMAN PLUMBING		5,000	15-2609
03/12/2015	1 KNOTT CT. SHED	M. NEDROW Other	SELF	2,000		15-2610
03/13/2015	201 LAKE VISTA CIR. REROOF	SCHOWALTER VILLA Other	ROOFING SERVICES		5,000	15-2611
03/13/2015	418 WEDGEWOOD PATIO / FIREPLACE	D. KAUFFMAN Other	PREFERRED BUILDERS	40,000		15-2612
03/13/2015	175 W. HICKORY LAUNDRY ROOM	SCHOWALTER VILLA Other	PREFERRED BUILDERS		45,000	15-2613
03/25/2015	609 CHARLES FENCE	R. JELLE Other	PRO FENCING	2,000		15-2614
03/25/2015	613 CHARLES FENCE	M. MORAN Other	PRO FENCING	4,596		15-2615
03/25/2015	300 N. WEAVER FENCE	J. CARLSON Other	SELF	1,200		15-2616
03/26/2015	605 CHARLES FENCE	T. DEERING Other	PRO FENCING	4,000		15-2617
03/26/2015	601 CHARLES FENCE	B. KAUFMAN Other	PRO FENCING	1,540		15-2618
04/07/2015	804 RANDOM RD. GARAGE ADDITION	M. BRUNGARDT Residential Garage	JH CONSTRUCTION	12,800		15-2619
04/14/2015	410 S. MAIN SEWER LINE REPLACE	C. MORAN Other	GRABER'S PLUMBING	2,000		15-2620
04/16/2015	175 W. HICKORY RADON MITIGATION	SCHOWALTER VILLA Other	RDS ENVIRONMENTAL		15,000	15-2621
04/27/2015	217 S. WEAVER CAR PORT	A. GOOD Other	CAROLINA CARPORTS	2,070		15-2622
04/27/2015	1 KNOTT CT. FENCE	M. NEDROW Other	SELF	3,500		15-2623
04/28/2015	220 SPRUCE EGRESS WINDOW	T. CAMPBELL Other	SELF	2,000		15-2624
05/06/2015	429 S. OLD HWY 81 UNDERGROUND SERV	D. SCHROEDER Other	SCHMIDT ELECTRIC		2,500	15-2625
05/11/2015	505 S. RIDGE RD. SHED	KINGDOM LIFE MINISTRIE Other	SELF		260	15-2626
05/18/2015	101 N. HESS EGRESS WINDOW	E. BROWN Other	HERITAGE HOME WOR	3,800		15-2627
05/18/2015	5 KNOTT CT. PERGOLA	Z. UNRUH Other	SELF	1,600		15-2628
06/01/2015	1102 E. HICKORY CUSTOM HOME	D. MUMFORD New Residential	HERITAGE HOME WOR	173,675		15-2629
06/03/2015	116 WILLOW LANE RE-ROOF	K. PFAUTZ Other	SELF	1,450		15-2630
06/10/2015	404 CHARLES COVERED PORCH	A. FAST Other	SELF	4,900		15-2631

**HESSTON  
BUILDING PERMITS  
2015**

06/10/2015	701 CHARLES SHED	J. COPELAND Other	JH CONSTRUCTION	3,200	15-2632
06/15/2015	128 WILLOW LANE BASEMENT KITCHENETTE	R. PRIEB Remodel Residential	SELF	2,500	15-2633
06/15/2015	1205 HEATHER LANE FENCE	R. JOHNSON Other	SELF	1,500	15-2634
06/17/2015	740 CRESCENT DR. RE-ROOF	C. STAUFFER Other	SELF	4,000	15-2635
06/22/2015	10 BLUEGRASS CT. SHED	M. KLASSEN Other	STURDI-BILT	5,000	15-2636
07/02/2015	805 RANDOM RD. RE-ROOF	J. MEIER Other	ROOFING SERVICES	7,000	15-2637
07/02/2015	230 S. COLLEGE DR. RE-ROOF	L. WALKER Other	ROOFING SERVICES	8,000	15-2638
07/10/2015	601 SOUTH MEADOWS SHED	M. UNRUH Other	STURDI-BILT	4,000	15-2639
07/14/2015	20 SUNSET DR. KITCHEN REMODEL	C. EILERT Remodel Residential	SELF	7,500	15-2640
07/29/2015	501 N. STREETER EGRESS WINDOWS	A. MILLER Other	HERITAGE HOME WOR	7,600	15-2641
07/29/2015	239 S. WEAVER FENCE	S. BULLER Other	SELF	1,500	15-2642
07/30/2015	305 E. KNOTT REROOF	CITY OF HESSTON New Institutional	ROOFING SERVICES	6,000	15-2643
08/05/2015	3 SUNRISE CT. REPLACE ELECTRIC SERVICE	R. FULK Other	HESSTON ELECTRIC	1,000	15-2644
08/06/2015	200 WILLOW LANE REROOF	M. BRUYR Other	ROOFING SERVICES	2,000	15-2645
08/14/2015	511 W. RANDALL SHED	L. BECKER Other	SELF	4,000	15-2646
08/19/2015	112-114 W. PRAIRIE LA DUPLEX	SCHOWALTER VILLA New Institutional	PREFERRED BUILDERS	300,000	15-2647
08/21/2015	400 MAPLE RIDGE ROAD POLE LIGHTS	KEY MANAGEMENT Other	ELECTRICAL SYSTEMS, INC.	20,824	15-2648
08/25/2015	117 EMBER WAY SPEC. HOUSE	J H CONSTRUCTION New Residential	J H CONSTRUCTION	162,000	15-2649
08/25/2015	104 EMBER WAY SPEC. HOUSE	J H CONSTRUCTION New Residential	J H CONSTRUCTION	190,000	15-2650
08/27/2015	2 KNOTT CT. FENCE	B. SMALLEY Other	PRO FENCING	3,156	15-2651
08/27/2015	7 EMBER WAY CIR. FENCE	D. MINER Other	SELF	1,500	15-2652
08/31/2015	109 S. HESS SHED	D. BARKER Other	STURDI-BILT	2,800	15-2653
08/31/2015	417 S. HOOVER CUSTOM HOME	J. WRIGHT New Residential	HERITAGE HOME WOR	222,940	15-2654
09/03/2015	600 CHARLES SHED	S. KOEHN Other	SELF	3,750	15-2655
09/04/2015	100 E. VESPER FENCE	D. JOHNSON Other	PRO FENCING	4,432	15-2656
09/10/2015	229 E. KNOTT ADDITION	M. GUZMAN Remodel Residential	SELF	5,000	15-2657
09/10/2015	100 WILLOW LANE REROOF	K. YOST Other	ROOFING SERVICES	10,000	15-2658
09/14/2015	202 ACADEMY REROOF	T. WEAVER Other	SELF	8,000	15-2659
09/15/2015	201 S. WEAVER FENCE	R. CARPENTER Other	SELF	1,000	15-2660
09/21/2015	208 WILLOW LANE REROOF	K. SCHWANKE Other	ROOFING SERVICES	9,000	15-2661

**HESSTON  
BUILDING PERMITS  
2015**

09/21/2015	429 S. OLD HWY 81 ELECTRIC WIRING / LIC	D. SCHROEDER Other	SELF	500	15-2662
09/22/2015	724 RANDOM RD. FENCE	A. WIGGERS Other	SELF	900	15-2663
09/29/2015	302 WEDGEWOOD REROOF	K. PENNINGTON Other	EATON ROOFING	6,800	15-2664
10/06/2015	511 W. RANDALL SHED / FENCE	L. BECKER Other	SELF	2,500	15-2665
10/08/2015	308 MORNING DEW CUSTOM HOME	T. BETTS New Residential	SELF	295,000	15-2666
10/09/2015	221 S. MAIN SOLAR ELEC. SYSTEM	I. BECKER Other	CROMWELL	13,629	15-2667
10/12/2015	401 S.WEAVER FENCE	R. CARLTON Other	PRO FENCING	1,000	15-2668
10/15/2015	765 LEWIS DR. REROOF	J. BLOUGH Other	ROOFING SERVICES	9,000	15-2669
10/20/2015	229 E. SMITH MULTI-FUNCTION BUILD	M. MYERS Other	QUALITY STRUCTURES	16,440	15-2670
10/27/2015	728 CRESCENT DR. FENCE	G. WALTERS Other	SELF	250	15-2671
11/02/2015	310 ROSEWOOD FENCE/RETAINING WA	D. BRUBACHER Other	MILLER CONSTRUCTIO	19,419	15-2672
11/03/2015	101 S. MAIN SIGN	HESSTON PHARMACY Other	SHAWN'S SIGN SERVICE	5,762	15-2673
11/09/2015	217 SPRUCE SEWER, DRAIN, WATEI	J. JANZEN Other	NICKEL PLUMBING	1,900	15-2674
11/09/2015	321 S. RIDGE RD. REROOF	T. LEINBACH Other	ROOFING SERVICES	4,000	15-2675
11/12/2015	505 CLOVER LANE NEW BUILDING	D. PENNER Other	LITWILLER CONSTRUC	30,000	15-2676
11/19/2015	426 HARVEST RD. MULTI-FUNCTION BUILD	D. MCGINNESS Other	ALL SIZE SHEDS	4,500	15-2677
12/07/2015	505 S. RIDGE RD. MULTI-FUNCTION BUILD	KINGDOM LIFE MINISTRIE Other	SELF	6,000	15-2678
12/09/2015	605 PLAZA BLVD. ADDITION	D. SCHROEDER Other	PREFERRED BUILDERS	43,000	15-2679



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 7A

**Subject:** ORDINANCE NO. 010-2016-207

**Recommendation:** Approve the Ordinance

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### **Background Information:**

AN ORDINANCE OF THE CITY OF HESSTON, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,781,000, FOR THE PURPOSE OF FINANCING THE OTHERWISE UNPAID COSTS OF MULTIPLE CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

**Briefed by:** City Attorney

### **Attachments:**

ORDINANCE NO. 010-2016-207

Sources and Use of Funds

Statement of Final Costs

(Published in *The Hesston Record* on January 21, 2016)

ORDINANCE NO. 010-2016-207

AN ORDINANCE OF THE CITY OF HESSTON, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,781,000, FOR THE PURPOSE OF FINANCING THE OTHERWISE UNPAID COSTS OF MULTIPLE CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the governing body of the City of Hesston, Kansas (the "City"), under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented (the "Special Assessment Act"), adopted Resolution No. 1103 on August 12, 2013 and published August 22, 2013 (the "West Embers Authorizing Resolution"), which authorizes the construction and installation of West Embers Fourth Water Improvements, West Embers Fourth Sewer Improvements and West Embers Fourth Paving Improvements (collectively, the "West Embers Fourth Improvements"), which West Embers Fourth Improvements benefited various identified real properties; and

WHEREAS, the governing body of the City, under the authority of the Special Assessment Act, adopted Resolution No. 1107 on December 9, 2013 and published December 12, 2013 (collectively, the "Prairie Lakes Authorizing Resolution"), which authorizes the construction and installation of Prairie Lakes Water Improvements, Prairie Lakes Sewer Improvements, Prairie Lakes Paving Improvements and Prairie Lakes Sidewalk Improvements (collectively, the "Prairie Lakes Improvements"), which Prairie Lakes Improvements benefited various identified real properties; and

WHEREAS, the final total costs of West Embers Fourth Improvements and the Prairie Lakes Improvements (the "Special Assessment Projects") have been determined by the governing body and such final costs and amount of special assessments paid in cash are as follows:

<u>Improvement</u>	<u>Final Cost</u>	<u>% Chargeable to City-At-Large</u>	<u>% Chargeable to Properties Benefiting from Improvements</u>	<u>Amount of Special Assessments Paid in Cash</u>
West Embers Fourth Water Improvements	\$28,537.59	0.00%	100.00%	\$2,378.13
West Embers Fourth Sewer Improvements	\$60,655.65	0.00%	100.00%	\$5,064.64
West Embers Fourth Paving Improvements	\$149,553.61	0.00%	100.00%	\$12,462.80

<u>Improvement</u>			<u>Final Cost</u>	<u>% Chargeable to City-At-Large</u>	<u>% Chargeable to Properties Benefiting from Improvements</u>	<u>Amount of Special Assessments Paid in Cash</u>
Prairie Lakes	Water		\$55,925.99	0.00%	100.00%	\$0.00
Improvements						
Prairie Lakes	Sewer		\$101,486.43	0.00%	100.00%	\$0.00
Improvements						
Prairie Lakes	Paving		\$792,248.20	0.00%	100.00%	\$0.00
Improvements						
Prairie Lakes	Sidewalk		\$97,592.53	0.00%	100.00%	\$0.00
Improvements						

WHEREAS, the governing body of the City, under the authority of K.S.A. 12-685 *et seq.*, as amended and supplemented (the “Main Trafficway Act”), adopted (i) Ordinance No. 010-2015-157 on April 13, 2015 and published April 16, 2015 and (ii) Ordinance No. 010-2015-205 on September 14, 2015 and published September 24, 2015, which ordinances designate and confirm the designation of certain main trafficways through the City and authorize the construction and installation of certain improvements thereto (collectively, the “Main Trafficway Project”); and

WHEREAS, the City is authorized by the Special Assessment Act, the Main Trafficway Act and K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the “Bond Act”), to issue, sell and deliver its general obligation bonds for the purpose of providing financing for (i) the Main Trafficway Project, (ii) paying and cancelling the City of Hesston, Kansas Temporary Improvement Notes, Series 2014, dated February 1, 2014 (the “2014 Notes”) on the maturity date of February 1, 2016 which were issued to pay the costs of the Special Assessment Projects; and has elected to sell such general obligation bonds at public sale; and

WHEREAS, the governing body has, pursuant to the Bond Act and by Resolution No. 1131 adopted December 14, 2015, authorized the public sale of general obligation bonds of the City, and notice of the public sale was published, the public sale was held, and the general obligation bonds have been awarded to the best bidder; and

WHEREAS, the governing body determines it necessary and appropriate to authorize and provide for the issuance of such general obligation bonds for the purpose of providing the necessary funds for the purposes described; and to specify the terms, details, form and conditions of the general obligation bonds.

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

SECTION 1. Authorization of the Bonds. General Obligation Bonds, Series 2016 of the City in the total principal amount of One Million Seven Hundred Eighty-One Thousand Dollars (\$1,781,000) (the “Bonds”) are authorized to be issued for the purpose of (i) providing financing



for a portion of the costs of the Main Trafficway Project (as defined above), (ii) pay and cancel the 2014 Notes (as defined above) on their maturity date, (iii) providing permanent financing for the Special Assessment Projects (as defined above), and (iv) paying the costs of issuing the Bonds.

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the necessary special assessment taxes upon the properties liable therefor, and/or by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution hereafter adopted by the governing body of the City (the "Resolution").

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the Bonds (the "Paying Agent"). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Paying Agent, dated as of January 26, 2016 (the "Issuer/Agent Agreement"). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance as though fully set forth at this place; provided however, the inclusion of the Issuer/Agent Agreement in the publication of this Ordinance shall not be required.

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

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as other general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same

become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Series 2016 Principal and Interest Account, as defined in the Resolution.

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

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 7. Authorization of Official Statement; Continuing Disclosure. The governing body of the City hereby ratifies and confirms its prior approval of the form and content of the "deemed final" Preliminary Official Statement dated December 28, 2015 and the use of the final Official Statement in the reoffering of the Bonds by [ORIGINAL PURCHASER], [ORIGINAL PURCHASER CITY AND STATE], as Original Purchaser is approved and authorized; and the Mayor is authorized to execute and the City Clerk to attest the Official Statement on behalf of the City. The City covenants and agrees to provide continuing disclosure as required by Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) and as set forth in the Continuing Disclosure Undertaking submitted to the governing body with this Ordinance. The Mayor is authorized to execute and the City Clerk to attest the Continuing Disclosure Undertaking on behalf of the City.

SECTION 8. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code.

SECTION 9. Further Authority. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions contemplated hereby, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 10. Severability. If any provision of this Ordinance shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 11. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 12. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED AND APPROVED by the governing body of the City of Hesston, Kansas on  
January 11, 2016.

CITY OF HESSTON, KANSAS

[seal]

By \_\_\_\_\_  
David K. Kauffman, Mayor

ATTEST:

By \_\_\_\_\_  
Jason Thrasher, City Clerk

## EXCERPT OF MINUTES

The governing body of the City of Hesston, Kansas, met in regular session at the usual meeting place in the City on January 11, 2016, at 6:00 p.m., with the Mayor David K. Kauffman presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, pursuant to a Summary Notice of Bond Sale heretofore published as required by law and directed by Resolution No. 1131, adopted by the governing body on December 14, 2015, the governing body formally acknowledged the receipt prior to the deadline of sealed bids on not to exceed \$1,781,000 principal amount of the City's General Obligation Bonds, Series 2016. All bids having been examined, compared and verified, on motion of \_\_\_\_\_, seconded by \_\_\_\_\_, it was determined that the Bonds should be awarded to the following bidder:

[ORIGINAL PURCHASER]  
[ORIGINAL PURCHASER CITY AND STATE]

whose bid represents the lowest true interest cost to the City. The Mayor and City Clerk were directed to execute and return a copy of the successful bidder's Official Bid Form; and the City Clerk was further directed to return the good faith checks or other deposits of all unsuccessful bidders.

Thereupon, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF HESSTON, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,781,000, FOR THE PURPOSE OF FINANCING THE OTHERWISE UNPAID COSTS OF MULTIPLE CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, the Ordinance was considered and discussed, and upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Ordinance was adopted by a majority vote of the governing body, it was given No. 010-2016-\_\_\_\_ and was directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to publish the Ordinance one time in the City's official newspaper as required by law and as provided therein.

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2016, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$1,781,000, OF THE CITY OF HESSTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 010-2016-\_\_\_ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, the Resolution was considered and discussed; and on motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body present, it was given No. \_\_\_\_, and was directed to be signed by the Mayor and attested by the City Clerk.

\*\*\*\*

CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the January 11, 2016 meeting of the governing body of the City of Hesston, Kansas.

[seal]

\_\_\_\_\_  
Jason Thrasher, City Clerk

City of Hesston, Kansas  
General Obligation Bonds  
Series 2016

Sources and Uses of Funds

Sources of Funds

Bond Proceeds	1,781,000.00
Remaining Temporary Note Proceeds	97,675.88
Pre-Payments	19,895.57
Funds of the Issuer	412,000.00
Total Sources of Funds	2,310,571.45

Uses of Funds

Redemption of Temporary Notes	1,353,000.00
Temporary Note Interest Due 2-1-16	3,720.75
Weaver Street Project Cost	916,298.72
Costs of Issuance	37,551.98
Total Uses of Funds	2,310,571.45

Date: 8-Jan-16



Table 1

City of Hesston, Kansas  
Statement of Final Costs

8-Jan-16

Petition	West Embers Fourth Paving	West Embers Fourth Sanitary Sewer	West Embers Fourth Water	Prairie Lakes Sanitary Sewer	Prairie Lakes Water Lines	Prairie Lakes Paving	Prairie Lakes Sidewalks	Totals
Estimated Cost	178,000.00	86,000.00	45,000.00	133,000.00	60,000.00	834,000.00	117,000.00	1,453,000.00
Actual Costs								
Temporary Notes	3,881.34	1,875.26	981.24	2,900.10	1,308.32	18,185.62	2,551.22	31,683.10
Engineering	19,600.00	9,650.00	6,000.00	4,148.58	11,561.85	55,102.42	11,713.95	117,776.80
Construction	122,608.37	47,700.00	20,875.00	92,236.00	41,850.00	701,887.00	81,216.20	1,108,372.57
Legal Publications	329.19	159.02	83.19	74.55	33.59	467.29	65.57	1,212.40
Expenses to Date (Including 2-1-16 Temp Note Interest)	<b>146,418.90</b>	<b>59,384.28</b>	<b>27,939.43</b>	<b>99,359.23</b>	<b>54,753.76</b>	<b>775,642.33</b>	<b>95,546.94</b>	1,259,044.87
Costs of Issuance	3,134.71	1,271.37	598.16	2,127.20	1,172.23	16,605.87	2,045.59	26,955.13
Totals	149,553.61	60,655.65	28,537.59	101,486.43	55,925.99	792,248.20	97,592.53	1,286,000.00
Over (under)	-28,446.39	-25,344.35	-16,462.41	-31,513.57	-4,074.01	-41,751.80	-19,407.47	-167,000.00
Prepayment	12,462.80	5,054.64	2,378.13					19,895.57
Remaining	137,090.81	55,601.01	26,159.46	101,486.43	55,925.99	792,248.20	97,592.53	1,266,104.43
Bond Counsel			8,186.16					
Financial Advisor			6,613.59					
Official Statement			2,034.00					
Paying Agent			1,822.43					
Miscellaneous			1,432.87					
Rating			6,806.13					
<b>Miscellaneous 2</b>			59.95					
Total COI			26,955.13					



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 7B

**Subject:** Resolution #1132-GO Bonds

**Recommendation:** Approve the Resolution

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### **Background Information:**

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2016, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$1,781,000, OF THE CITY OF HESSTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 010-2016-207 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

**Briefed by:** City Attorney

### **Attachments:**

Resolution #1132 Word Document

Resolution #1132 PDF

RESOLUTION NO. 1132

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2016, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$1,781,000, OF THE CITY OF HESSTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 010-2016-\_\_\_ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the governing body of the City of Hesston, Kansas (the "City") has adopted Ordinance No. 010-2016-\_\_\_ (the "Bond Ordinance") authorizing the issuance of the City's General Obligation Bonds, Series 2016 (the "Bonds") for the purpose of providing funds to pay a portion of the costs of the Special Assessment Projects and Main Trafficway Project described and defined in the Bond Ordinance (collectively, the "Project") and paying and canceling the City's outstanding 2014 Notes (as described and defined in the Bond Ordinance); and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HESSTON, KANSAS:

SECTION 1. Authority for Bonds; Security.

(A) The Bonds are authorized and directed to be issued by the Bond Ordinance in the principal amount of and for the purposes described in the Bond Ordinance. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the "Bond Act"), the Special Assessment Act and the Main Trafficway Act (as defined in the Bond Ordinance).

(B) The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally becomes due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the properties liable therefor, and/or by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment. When received, the proceeds derived from the aforesaid taxes shall be deposited into the Series 2016 Principal and Interest Account hereinafter created by this Resolution; provided, that if at any time the amount in the Series 2016 Principal and Interest Account shall be insufficient to make the payments of the principal of and the

interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the City Clerk is authorized to transfer from the City's general funds to the Series 2016 Principal and Interest Account hereinafter created, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

SECTION 2. Details of Bonds; Payment of Principal and Interest. The Bonds shall be issued in the total principal amount of One Million Seven Hundred Eighty-One Thousand Dollars (\$1,781,000), shall be designated "City of Hesston, Kansas, General Obligation Bonds, Series 2016" and shall be dated January 26, 2016 (the "Dated Date"). The Bonds shall mature on October 1 (the "Principal Payment Date") in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

#### Maturity Schedule

##### SERIAL BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
10/01/2017	\$ 46,000.00	__%__
10/01/2018	80,000.00	__%__
10/01/2019	85,000.00	__%__
10/01/2020	85,000.00	__%__
10/01/2021	90,000.00	__%__
10/01/2022	90,000.00	__%__
10/01/2023	95,000.00	__%__
10/01/2024	95,000.00	__%__
10/01/2025	95,000.00	__%__
10/01/2026	95,000.00	__%__
10/01/2027	100,000.00	__%__
10/01/2028	105,000.00	__%__
10/01/2029	105,000.00	__%__
10/01/2030	110,000.00	__%__
10/01/2031	110,000.00	__%__
10/01/2032	75,000.00	__%__
10/01/2033	75,000.00	__%__
10/01/2034	80,000.00	__%__
10/01/2035	80,000.00	__%__
10/01/2036	85,000.00	__%__

##### TERM BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
__/01/2036	\$__,000.00	__%__

[BOOK-ENTRY ONLY LANGUAGE: Subject to the book-entry provisions of Section 6 of this Resolution.] The Bonds shall be issued as fully registered certificated bonds without coupons in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Date, except that one Bond maturing October 1, 2017 shall be in the denomination of 6,000; and the Bonds shall be numbered in such manner as the Bond Registrar (hereinafter defined) shall determine.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent (hereinafter defined) upon the presentation of the Bonds for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas. The interest on the Bonds shall be payable in lawful money of the United States of America to the owners of the Bonds (the "Owners") as of the Record Date (hereinafter defined), by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, or at such other address as an Owner has furnished in writing to the Bond Registrar.

The interest on the Bonds shall be payable semiannually on April 1 and October 1 of each year (the "Interest Payment Dates"), commencing April 1, 2017, to the Owners of the Bonds as shown on the Registration Books as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"). The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective authentication date, unless such effective authentication date shall be an Interest Payment Date in which case the Bonds shall bear interest from such Interest Payment Date, or unless the effective authentication date shall be prior to the first Interest Payment Date, in which case the Bonds shall bear interest from the Dated Date. The effective date of authentication shall be set forth on each Bond, such date to be the date of authentication by the Bond Registrar.

In any case where a Principal Payment Date or an Interest Payment Date (collectively a "Payment Date") occurs on a date which is, a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to not be open to the public for conduct of its operations, then the payment of such principal, premium or interest need not be made on such Payment Date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable Payment Date, and no interest shall accrue for the period after such scheduled Payment Date.

### SECTION 3. Redemption of Bonds.

(A) Optional Redemption. The Bonds maturing in the years 2017 to 2026, inclusive, shall become due and payable on their respective maturity dates without the option of prior call for redemption. At the option of the City, the Bonds maturing October 1, 2027, and thereafter, may be called for redemption and payment prior to their respective maturities, on October 1, 2026 or thereafter, as a whole or in part, as determined by the City at any time, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium.

[(B) Sinking Fund Redemption. Each of the Bonds maturing on October 1, 2036 (the “Term Bonds”), shall be subject to mandatory redemption and payment from the sinking fund hereinafter described, beginning October 1, [First Sinking Fund Year], and continuing on October 1 of each year thereafter pursuant to the redemption schedule hereafter set out, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

As and for a sinking fund for the retirement of the Term Bonds, the transfers to the Series 2016 Principal and Interest Account required by this Resolution which are to be made for payments commencing October 1, [First Sinking Fund Year], shall be sufficient to redeem, and the City hereby agrees to redeem, the following principal amounts of the Term Bonds on October 1 in each of the following years:

<u>Redemption Date</u>	<u>Principal Amount</u>
[First Sinking Fund Year]	[\$[First Sinking Fund Amount]
[Second Sinking Fund Year]	[Second Sinking Fund Amount]
[Third Sinking Fund Year]	[Third Sinking Fund Amount]
[Fourth Sinking Fund Year]	[Fourth Sinking Fund Amount]

(Leaving \$[Final Sinking Fund Amount] to mature on October 1, 2036)

The Term Bonds to be redeemed and paid pursuant to the operation of the sinking fund shall be selected by the Paying Agent in such equitable manner as it may designate. The Paying Agent shall each year in which the Term Bonds are to be redeemed pursuant to the terms of the sinking fund make timely selection of the Term Bonds to be so redeemed and shall give notice thereof to the Owners as hereinafter provided without further instructions from the City.]

(C) Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000; and the City shall, in the case of Bonds registered in denominations greater than \$5,000, treat each \$5,000 of face value of a Bond so registered as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any fully registered Bond certificate is selected for redemption, then the Owner of such Bond shall forthwith present and surrender such Bond to the Paying Agent for payment of the redemption price of the \$5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

(D) Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall be dated at least Thirty (30) days prior to the redemption date, and shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Bonds to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

With respect to optional redemptions, at the option of the City, such notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(E) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

(F) Effect of Call for Redemption. Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the governing body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds and pursuant thereto, has designated and appointed the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent" or "Bond Registrar"). The terms, conditions and provisions under which the State Treasurer will perform its duties as Bond Registrar and Paying Agent for the Bonds are set forth in an "Agreement between Issuer and Agent", dated as of January 26, 2016 (the "Issuer/Agent Agreement") and authorized by the Bond Ordinance.

**[BOOK-ENTRY ONLY LANGUAGE:**

The Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Bonds; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners, all as defined and in the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representation (hereinafter defined).

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Paying Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City; and the Paying Agent will make payment for the Bonds directly to the registered owners of the Bonds as shown by said Registration Books in the manner set forth in Section 2 hereof.]

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

**[BOOK-ENTRY ONLY LANGUAGE:**

SECTION 6. Book-Entry-Only Bonds. The Bonds shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York ("DTC"), by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the



Bonds maturing on the respective Principal Payment Dates as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Bonds remain in book-entry-only form the manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations from the City to DTC (the "Letter of Representations"), which the Mayor or City Clerk is hereby authorized to execute and deliver on behalf of the City.

One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2 hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representations), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the registered owners of such determination or such notice, and the Bond Registrar shall register in the name of and authenticate and deliver replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption ("Replacement Bonds"). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If DTC resigns and the City, the Bond Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

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

SECTION 7. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and shall have affixed or imprinted thereon a facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration which shall be printed on the reverse of the bonds, attested by a facsimile of the City's official seal imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in his or her office, which registration shall be evidenced by his or her manual or facsimile signature on a Certificate of State Treasurer which shall be printed on the reverse of the Bonds, and which shall be attested by a facsimile of his or her official seal imprinted opposite his or her signature. In case any officer of the City or of the State whose signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Bond Registrar, and such duly executed Certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be deemed to have been duly executed by it when manually signed by an authorized officer or signatory thereof; and it shall not be necessary that the same officer or signatory of the Bond Registrar manually sign such Certificate on all Bonds issued under this Resolution.

SECTION 8. Non-Presentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject

to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 9. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Special Assessment Act and the Main Trafficway Act, for the purpose of paying the costs of acquiring, constructing and installing the Project in the City.

The governing body hereby authorizes, orders and directs Triplett, Woolf & Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 11. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following accounts for the Bonds:

General Obligation Bonds, Series 2016 Principal and Interest Account (the "Series 2016 Principal and Interest Account"); and

General Obligation Bonds, Series 2016 Project Fund (the "Project Fund").

In addition, the Series 2014 Notes Principal and Interest Account created pursuant to Resolution No. 1114 (the "Series 2014 Note Principal and Interest Account") is hereby ratified and confirmed.

The Series 2016 Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the subsequent payment and retirement of the Bonds, whether upon an Interest Payment Date, Principal Payment Date or upon the redemption thereof prior to maturity, and for no other purpose. The Series 2016 Principal and Interest Account may be created as a subaccount of the City's Bond and Interest Fund.

The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project, as well as any applicable costs of issuance associated with the issuance of the Bonds and can

thereafter be used together with the Series 2016 Principal and Interest Account for the subsequent payment and retirement of the Bonds.

The Series 2014 Principal and Interest Account shall continue to be used for the payment of the principal of and interest on the 2014 Notes.

SECTION 11. Sale and Delivery of Bonds; Disposition of Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions hereof; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided. The Bonds having been sold as provided by law, they shall be delivered to [ORIGINAL PURCHASER], [Original Purchaser City And State], through the clearing facilities of DTC, upon receipt by the City of the full purchase price therefor, being par [less an underwriter's discount of \$\_\_\_\_\_], premium, if any, and accrued interest from the Dated Date to the date of issuance and delivery.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, and the amount of the proceeds representing premium paid on the Bonds, if any, shall be credited to and deposited in the Series 2016 Principal and Interest Account; and any said accrued interest will be used toward the payment of the first maturing interest on the Bonds, and any said premium will be used toward the payment of the first maturing principal on the Bonds; and

(B) \$\_\_\_\_\_. of the proceeds, along with \$19,895.57 of special assessments paid in cash shall be immediately credited to and deposited in the Series 2014 Notes Principal and Interest Account for payment of the 2014 Notes; and

(C) \$\_\_\_\_\_. of the proceeds shall be immediately credited to and deposited in the Project Fund for the direct payment or reimbursement to the City of the expenses associated with the Project, including administrative costs and expenses of the Bonds, costs of issuance, and any interim financing.

SECTION 12. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties

and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 13. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such default or be construed as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed

by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

(A) Extending the maturity of any payment of principal or interest due upon the Bonds, or

(B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or

(C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City authorizing said modifications, as hereinabove provided for, duly certified and published, as well as proof of consent to such modification by the Owners of not less than the percentage of the principal amount of the bonds then outstanding as hereinabove required therefor. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 15. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the

payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 16. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 17. Tax Covenants. The governing body of the City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 18. Designation as Qualified Tax-Exempt Obligations. The governing body of the City has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code in the Bond Ordinance.

SECTION 19. Approval of Post-Issuance Compliance Policy. The governing body of the City hereby approves the Post-Issuance Compliance Policy which is designed to monitor post-issuance compliance of tax-exempt qualified obligations issued by the City with applicable provisions of the Code and authorizes the City Clerk to execute the same.

SECTION 20. Other Documents. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 21. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 22. Severability. If any provision of this Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or

jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 23. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

*[Remainder of Page Intentionally Left Blank]*



ADOPTED AND APPROVED by the governing body of the City of Hesston, Kansas on  
January 11, 2016.

CITY OF HESSTON, KANSAS

[seal]

By \_\_\_\_\_  
David K. Kauffman, Mayor

ATTEST:

By \_\_\_\_\_  
Jason Thrasher, City Clerk



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 7C

**Subject:** Resolution No. 1133 – G.A.A.P. Waiver 2016

**Recommendation:** Adopt the Ordinance

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### **Background Information:**

The City Council has the authority under home rule to waive the requirement to use General Accepted Accounting Principles (G.A.A.P.) for financial reporting. The Council exercises this option each year and it has proven to be more efficient while still providing adequate record keeping and saving substantial audit and bookkeeping expense.

If the municipality waives the GAAP requirement, K.S.A. 75 1120a(c)(1) requires that the municipality present financial statements and reports prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of Kansas.

**Briefed by:** City Clerk

**Attachments:** Resolution No. 1133

**RESOLUTION NO. 1133**

**A RESOLUTION TO WAIVE THE CITY OF HESSTON, KANSAS  
REQUIREMENTS TO REPORT FINANCIAL STATEMENTS WITH  
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**

WHEREAS, the governing body the City of Hesston, Kansas (the “City”) has been requested to determine its policy on financial statements and financials reports.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HESSTON, KANSAS:

Section 1. That financial statements and financial reports prepared in conformity with generally accepted accounting principles are not relevant to requirements of the cash-basis and budget laws of the State of Kansas and are of no significant value to the governing body or the general public of the City of Hesston, Kansas (the “City”).

Section 2. No provisions of any revenue bond ordinances or resolutions or other ordinances or resolutions require financial statements and financial reports of the City to be prepared in conformity with generally accepted accounting principals.

Section 3. That the governing body of the City requests and instructions that the City Clerk for and on behalf of the governing body of the City requests the Division of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) with respect to financial statements and financial reports for the calendar year ending December 31, 2016, including the requirements of fixed asset accounting records.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Hesston, Kansas the 11<sup>th</sup> day of January, 2016.

CITY OF HESSTON, KANSAS

[seal]

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David K. Kauffman, Mayor

ATTEST:

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Jason Thrasher, City Clerk



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 7D

**Subject:** Resolution #1134 Medical Partners Option to Purchase

**Recommendation:** Approve the Resolution

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### **Background Information:**

A RESOLUTION OF THE CITY OF HESSTON, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A SPECIAL WARRANTY DEED, (2) A BILL OF SALE, (3) A TERMINATION AND RELEASE OF LEASE AND SUBLEASE, AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

**Briefed by:** City Attorney

**Attachments:** Resolution #1134

RESOLUTION NO. 1134

OF THE

CITY OF HESSTON, KANSAS

RELATING TO:

\$229,908  
SUBORDINATED TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES B, 2003  
(HESSTON MEDICAL PARTNERS, LLC)

\$750,000  
TAXABLE INDUSTRIAL REFUNDING REVENUE BONDS  
SERIES 2006  
(HESSTON MEDICAL PARTNERS, LLC)

RESOLUTION NO. 1134

A RESOLUTION OF THE CITY OF HESSTON, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A SPECIAL WARRANTY DEED, (2) A BILL OF SALE, (3) A TERMINATION AND RELEASE OF LEASE AND SUBLEASE, AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

WHEREAS, the City of Hesston, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the "Issuer"); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial, hospital and recreational purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series A, 2003 (Hesston Medical Partners, LLC) in the original aggregate amount of \$1,020,000 (the "Series A, 2003 Bonds") and Subordinated Taxable Industrial Revenue Bonds, Series B, 2003 (Hesston Medical Partners, LLC) in the original aggregate amount of \$229,908 (the "Series B, 2003 Bonds"), of which none remain Outstanding, for the purpose of constructing, improving and equipping a medical clinic and office building located in the City of Hesston, Kansas (the "Project"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Refunding Revenue Bonds, Series 2006 (Hesston Medical Partners, LLC) in the original aggregate amount of \$750,000 (the "2006 Bonds"), of which none remain Outstanding, for the purpose of refunding the Series A, 2003 Bonds prior to their maturity; and

WHEREAS, in connection with the issuance of the Series A, 2003 Bonds, Series B, 2003 Bonds, and 2006 Bonds, the Project was leased by the Issuer to Hesston Medical Partners, LLC, a Kansas limited liability company (the "Tenant"), pursuant to a certain Lease Agreement, dated as of March 1, 2003, as amended and supplemented by a Supplemental Lease No. 1, dated as of March 1, 2006 (collectively, the "Lease"); and

WHEREAS, the Series B, 2003 Bonds and 2006 Bonds were payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of March 1, 2003, as amended and supplemented by a Supplemental Trust Indenture No. 1, dated as of March 1, 2006, (collectively, the "Indenture"), each by and between the Issuer and Southwest National Bank, Wichita, Kansas, formerly The Southwest National Bank of Wichita, as Trustee (the "Trustee"), which Trust Estate included a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Lease; and

WHEREAS, the payment of the principal of and interest on the 2006 Bonds was guaranteed by the Tenant, Mark S. Hall, and Colleen J. Hall pursuant to the terms of a certain Guaranty Agreement, dated as of March 1, 2006; and

WHEREAS, Section 15.1 of the Lease provides for the purchase of the Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 15.2) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds, plus the payment to the Issuer of \$100; and

WHEREAS, all of the principal of and interest on the Series B, 2003 Bonds and 2006 Bonds have been paid in full upon their respective maturity dates; and

WHEREAS, the Tenant has provided notice of its election to purchase the Project on or about January 13, 2016 (the "Closing Date"); and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of (1) a Special Warranty Deed, (2) Bill of Sale, (3) Termination and Release of Lease and Sublease, and (4) Satisfaction, Release and Discharge of Indenture in connection with the exercise by the Tenant of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Lease and Indenture.

Section 2. Sale of the Project. The Issuer is hereby authorized to convey the Project to the Tenant upon satisfaction of the conditions contained in the Lease, and upon receipt by the Issuer of the \$100 to which it is entitled pursuant to Section 15.2 of the Lease. Issuer hereby waives the notice period for the Tenant's exercise of its option to purchase the Project required by Section 5.1 of the Lease.

Section 3. Authorization of Special Warranty Deed. The Issuer is hereby authorized to execute and deliver its Special Warranty Deed (the "Special Warranty Deed") for the real property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 4. Authorization of Bill of Sale. The Issuer is hereby authorized to execute and deliver its Bill of Sale (the "Bill of Sale") for the personal property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 5. Authorization of Termination and Release of Lease. The Issuer is hereby authorized to execute and deliver a Termination and Release of Lease (the "Lease Termination") by and between the Tenant, the Issuer, and the Trustee, upon satisfaction of the conditions contained in

the Lease and set forth in Section 2 hereof, and in substantially the same form as the Lease Termination before the governing body on this date.

Section 6. Authorization of Satisfaction, Release and Discharge of Indenture. The Issuer is hereby authorized to execute and deliver a Satisfaction, Release and Discharge of Indenture (the "Indenture Release") by and between the Issuer and the Trustee, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Indenture Release before the governing body on this date.

Section 7. Execution of Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Delivery of Documents. The Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in the Lease and in Section 2 of this Resolution. Prior escrow delivery of the aforesaid documents may be made to the City's Bond Counsel or upon the establishment of proper escrow arrangements for escrow of the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release with a licensed title company having offices within Harvey County, Kansas, which title company expressly agrees to release such documents only upon written evidence of the satisfaction of the requirements of the Lease, Indenture and Section 2 of this Resolution.

Section 9. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release and the early redemption, satisfaction and discharge of the Bonds, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 10. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

*[Remainder of Page Intentionally Left Blank]*



PASSED, ADOPTED AND APPROVED by the governing body of the City of Hesston,  
Kansas this 11th day of January, 2016.

CITY OF HESSTON, KANSAS

[seal]

By \_\_\_\_\_  
David K. Kauffman, Mayor

ATTEST:

By \_\_\_\_\_  
Jason Thrasher, City Clerk

## EXCERPT OF MINUTES

The governing body of the City of Hesston, Kansas met at the normal meeting place in the City on January 11, 2016 at 6:00 p.m., with the Mayor David K. Kauffman presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION OF THE CITY OF HESSTON, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A SPECIAL WARRANTY DEED, (2) A BILL OF SALE, (3) A TERMINATION AND RELEASE OF LEASE AND SUBLEASE, AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

Thereupon, the Resolution was considered and discussed; and on motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body, it was given No. 1134, and was directed to be signed by the Mayor and attested by the City Clerk.

\*\*\*\*\*

CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the January 11, 2016 meeting of the governing body of the City of Hesston, Kansas.

[seal]

\_\_\_\_\_  
Jason Thrasher, City Clerk



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 8A

**Subject:** Weaver Street Inspection Services

**Recommendation:** Review the contract proposals and approve one.

---

### **Background Information:**

Attached are two proposals for inspection services for Weaver Street construction. Proposals are summarized below:

CED:	60 Day Project:	\$59,129
	Additional 30 days NTE:	\$21,488
	Extra days paid at direct cost	
KM:	60 Day Project NTE	\$69,000
	Extra days paid at direct cost	

- **Briefed by:** City Administrator
- **Attachments:** Contracts

CONTRACT  
FOR  
CONSTRUCTION PHASE ENGINEERING SERVICES  
BETWEEN  
THE CITY OF HESSTON, KANSAS  
AND  
CERTIFIED ENGINEERING DESIGN, P.A.  
1935 West Maple  
Wichita, Kansas 67213  
WEAVER STREET RECONSTRUCTION  
AMOS STREET TO LINCOLN BOULEVARD  
WATERLINE REPLACEMENT,  
STREET AND DRAINAGE RECONSTRUCTION IMPROVEMENTS

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF HESSTON, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN, P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to reconstruct waterline, street and drainage improvements necessary thereto to WEAVER STREET RECONSTRUCTION FROM AMOS STREET TO LINCOLN BOULEVARD INCLUDING WATERLINE REPLACEMENT in Hesston, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the PROJECT:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The CONSULTANT shall furnish engineering services as required for the construction phase of the PROJECT, including:

A. CONSTRUCTION PHASE SERVICES

1. Transmit directions to the Contractor and provide guidance in the proper interpretation of the Contract Documents through consultation with the CITY.
2. Provide adequate on-site inspection of the work, such services to be provided by experienced and qualified personnel who shall be responsible for observing the progress and quality of the executed work and determining that the work is proceeding in accordance with the Contract Documents.
3. Take field samples and/or test materials to be incorporated in the work, and reject or advise rejection of those not meeting the provisions of the Contract Documents.
4. Receive and review all test report records or certificates of compliance for materials tested off the Project site prior to the incorporation in the work.
5. Keep and maintain such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.
6. Measure and compute all materials identified in the bid items incorporated in the work and applicable pay items of work completed, and maintain an item account record.
7. Provide and submit CITY such periodic, intermediate and final reports and records as may be required by the CITY and as are applicable to the PROJECT.
8. To prepare and deliver (when PROJECT is completed) 1 electronic copy of as-built Plans in a PDF or other format selected by the City.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Section I and Attachment 'A'.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964.

E. To accept compensation for the work herein described in such amounts and at such

periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

F. To submit either progress billings or one final billing for construction phase services.

G. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workers' Compensation Laws. The liability limit shall be not less than:

Workers' Compensation - Statutory  
Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the City's Office.
- B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

### IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the performance of the construction phase services as required by this agreement shall be made on the basis of the actual hourly costs as follows plus a fixed fee of fifteen (15) percent and the total compensation shall be not-to-exceed the

fee amount as further specified below:

**DESCRIPTION**

Professional Engineer  
Construction Inspector  
Engineering Technician  
Mileage  
Concrete, Asphalt, Soils Material Testing

**HOURLY RATE**

\$100/hr.  
\$50/hr.  
\$50/hr.  
\$0.57/mile  
Direct Reimbursable

**WATERLINE REPLACEMENT, STREET &  
DRAINAGE IMPROVEMENTS**

**DESCRIPTION**

Construction Administration and Inspection for:  
Waterline Replacement and Street and Drainage  
Improvements for Weaver Street Reconstruction

60 day Construction Project Duration(1)

\$ 59,129

30 day Construction Project Duration

\$ 21,488

Total(1) \$ 80,617

(1) Includes \$10,000 estimated for Direct Reimbursable fees for Construction Material Testing. Actual costs whether more or less shall be billed with proof of invoice.

**NOT-TO-EXCEED FEE**

B. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. **THE PARTIES HERETO MUTUALLY AGREE:**

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY,



provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its City Manager and attested by its City Clerk with the seal of the City of Hesston, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.

\_\_\_\_\_  
HARLAN FORAKER, P.E.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

CITY OF HESSTON, KANSAS

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

## **ATTACHMENT 'A'**

### **WATERLINE REPLACEMENT AND STREET AND DRAINAGE IMPROVEMENT PROJECT: City of Hesston Project 15-1 Weaver Street Reconstruction Project**

#### **SCOPE OF SERVICES**

##### **A. CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT**

The Consultant agrees to:

- (1) Perform the Consultant's field operations in accordance with accepted safety practices.
- (2) Furnish all equipment required to accomplish the Consultant's services.
- (3) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services.
- (4) Transmit orders from the City to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (5) Perform or provide construction measurements and surveys that are involved in the determination of final pay quantities.
- (6) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue can be referred to and be decided by the City.
- (7) Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents.
- (8) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress. Copies of these diaries shall be submitted to the City at the completion of the construction of improvements.

- (9) Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.
- (10) Provide measurement and computation of pay items. A running total of pay items shall be maintained and submitted to Engineer and Contractor on a weekly basis.
- (11) Prepare and submit reports and records:
  - a. Progress Reports
  - b. Weekly statement of working days and work completed
  - c. Notice of change in construction status
  - d. Test report record
  - e. Contractor pay estimates
  - f. Certification of materials
  - g. Explanation of quantity variation
  - h. Other reports as required by the Project
- (12) Collect, properly label or identify, and delivery to the City all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (13) Prepare initial drafts of, and conduct preliminary negotiation for, all Change Orders or Supplemental Agreements covering work on the Project.
- (14) Prepare and deliver (when Project is completed) 1 electronic copy of as-built Plans in a format selected by the City.
- (15) Prepare and submit a certification of Project completion.
- (16) Prepare and deliver (when Project is completed) 1 electronic copy of as-built Plans in a format selected by the City.

B. General

- 1. The ENGINEER shall provide personnel acceptable to the OWNER to perform technical observation of construction on the PROJECT by a Project Representative.
- 2. A project representative shall be provided on an as-needed basis determined by the ENGINEER and the CITY.
- 3. The ENGINEER shall organize and conduct the preconstruction conference with the Contractor.

1935 West Maple  
Wichita, KS 67203-6105  
(316)262-8808 Office  
(316)262-1669 Fax

January 8, 2016

Mr. Gary Emry, City Administrator  
City of Hesston, KS  
115 East Smith, P.O. Box 100  
Hesston KS 67062

Re: Construction Administration and Construction Inspection Rate Schedule  
Weaver Street Waterline and Street Improvement Project, Hesston, KS

Gary:

Attached please review the following hourly rate scheduel for construction administration and construction inspection for the Weaver Street Waterline and Street Improvement project from Amos to Lincoln Boulevard:

**Description**

**Rate Schedule for Construction Administration and Inspection**

Construction Inspector	\$48/hr.
Professional Engineer	\$95/hr.
Engineer Office Technician	\$48/hr.
Mileage	\$0.57/mile
Fixed Fee Rate for Cost Plus Fixed Fee Contract	15%

Thank you for the opportunity to propose on this project for the City of Hesston. If you have questions, please call me at (316)262-8808. Thank you.

Sincerely,



Harlan D. Foraker, P.E., Kansas P.E. No. 10891  
**CERTIFIED ENGINEERING DESIGN, P.A.**

Proposal # 20150795a

December 11, 2015

RE: Construction Services Agreement  
Weaver Street Reconstruction

Mr. Gary Emry  
City Administrator  
115 E. Smith St.  
Hesston, KS 67062

Dear Gary,

Attached is an Agreement for Engineering Services for Kirkham Michael to provide construction phase engineering services for this project.

In trying to compare apples to apples, the budget proposed in this agreement was based upon the 60 working days that has been estimated to be needed by Pearson Construction to complete the project. Clean-up days are not included in this cost, nor were any hours for overtime. In an effort to control cost, our field representative will be required to manage his time to average no more than 8 hours per day.

We have also included for your reference, past relative projects that we have worked on as well as resumes of some of our staff members. John Riggins would be our Construction Engineer and Project Manager. Until we have a solid date for the start of construction, we cannot pinpoint who our on-site observer will be.

If your Council finds this agreement acceptable, please have the Honorable Mayor sign the agreement and return it to us as our notice to proceed.

Kirkham Michael would be honored to continue working for the City of Hesston on this project. Please let me know if you have any questions.

Sincerely,  
KIRKHAM MICHAEL



Jon B. Halbgewachs, P.E.  
Sr. Vice President

Enclosure: Two Agreements

Cc: File

**Contract for Engineering Services  
between  
the City of Hesston, Kansas  
and  
Kirkham Michael & Associates, Inc.  
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Hesston, Kansas**, hereinafter called the **OWNER**, and **Kirkham Michael & Associates, Inc.**, hereinafter called the **ENGINEER**.

WITNESSETH: Whereas the **OWNER**, has requested construction engineering services during the re-construction of N. Weaver Street from Lincoln Blvd to the railroad tracks north of E. Smith Street (KM 1407803). The project consists of the re-construction of subgrading, crushed stone base, concrete curb and gutter, concrete pavement and water line replacement.

The **OWNER** is to provide all (100%) of the funds for the project.

**A. Construction Engineering Services**

1. The **ENGINEER** will schedule and conduct a pre-construction conference with the **CONTRACTOR** and **OWNER**.
2. The **ENGINEER** will have a construction observer on-site each day the **CONTRACTOR** is performing work on the project to observe the contractor's work with conformance with the construction plans and specifications. The construction observer will maintain a project diary summarizing contractor activities and accomplishments for each day.
3. The **ENGINEER** will perform a nuclear density and speedy moisture test on the compacted subgrade and base rock at least once in each lane of every block.
4. The **ENGINEER** will cast up to five sets of three (fifteen total) concrete cylinders or beams for strength testing and deliver said beams to a certified testing lab. Concrete strength tests will be completed by the testing lab and billed to the **OWNER** as a reimbursable direct expense.
5. The **ENGINEER** will be responsible for shop drawing/material reviews, contractor pay estimate reviews, change orders, and project acceptance documentation.
6. The **ENGINEER** will schedule and attend a final walk-through inspection with the **OWNER** and **CONTRACTOR** upon substantial completion of the construction.

**B. Payment of Engineering Fee by Owner to Engineer**

1. For services outlined in Section A, the **ENGINEER** will bill hourly rates for the persons specifically engaged on the project, including allowable expenses and mileage. The **OWNER** agrees to pay the **ENGINEER** by the hour for direct salary plus a multiplier of 2.3.



2. The cost was developed using the scope of services detailed in Section A for up to 60 working days at eight hours per day. Construction Engineering services requested by the **OWNER** outside of this scope shall be considered "Extra Work". "Extra Work" will be billed at the rate of actual direct salary of the employee completing the work plus a factor of 2.3 plus allowable expenses.
3. The **ENGINEER** will bill monthly for services rendered and project related expenses.

**Estimated Construction Engineering Cost:**

Estimated Fees	\$58,300.00
Estimated Expenses	\$10,700.00
<b>Maximum Not To Exceed Amount</b>	<b>\$69,000.00</b>

The one page attachment "Exhibit A: Terms and Conditions" shall be considered an integral part of this agreement.

**IN WITNESS WHEREOF**, said parties have caused this agreement to be signed by their duly authorized officers.

**OWNER:**

City of Hesston, Kansas  
115 E. Smith  
Hesston, KS 67062

**ENGINEER:**

Kirkham Michael & Associates, Inc.  
217 N. Douglas  
Ellsworth, KS 67439

By: Jon B. Halbgewachs  
Jon B. Halbgewachs, P.E.  
Sr. Vice President

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment:                      Exhibit A – Terms and Conditions (1 page)



## Exhibit A



### General Terms and Conditions

#### 1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.

#### 2. STANDARD OF PRACTICE

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

#### 3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

#### 4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

#### 5. CONSTRUCTION COST ESTIMATES

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

#### 6. LIMITATION OF LIABILITY

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.

#### 7. CONSEQUENTIAL DAMAGES

The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

#### 8. INDEMNIFICATION

Client and Kirkham Michael, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. IN the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

#### 9. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

#### 10. TERMINATION

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

#### 11. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Kirkham Michael.

#### 12. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Kirkham Michael's services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.

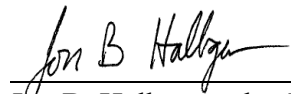


**2016 Kansas Operations Billing Rates\*\*  
Hesston Weaver Street CE**

<u>Position</u>	<u>Regular Hourly</u>	<u>Overtime Hourly</u>
<b>Principal Engineer</b>	\$150.00	
<b>Senior Engineer</b>	\$135.00	
<b>Engineering Intern III</b>	\$115.00	
<b>Engineering Intern II</b>	\$110.00	
<b>Engineering Intern I</b>	\$100.00	
<b>Sr. Const. Observer</b>	\$90.00	\$135.00
<b>Const. Observer</b>	\$75.00	\$112.50
<b>Associate Const. Observer</b>	\$60.00	\$90.00
<b>Assistant Const. Observer</b>	\$50.00	\$75.00
<b>Admin</b>	\$65.00	\$97.50
<b>Clerical</b>	\$50.00	\$75.00

Expenses

<b>Mileage</b>	\$0.54/mile
<b>Per Diem</b>	\$51 per day
<b>Hotel</b>	Actual Cost
<b>GPS</b>	\$30 per hour
<b>UT Tester</b>	\$90/unit tested



Jon B. Halbgewachs, P.E.  
Kansas Operations Manager

January 7, 2016

Date

\*\* Rates may be adjusted at any time without notice to reflect changes in the various elements that comprise Salary Costs or increased rates of expenses.



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 8B

**Subject:** Committee and Board Appointments

**Recommendation:** Approve Mayoral appointment of Tyson Miller to one term on the Planning and Zoning Board for the period of January 2016-January 2018.

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### **Background Information:**

- **Briefed by:** City Administrator
- **Attachments:** None



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9A

**Subject:** Disposition of 1988 Central States Fire Truck

**Recommendation:** Declare Truck as Surplus Property/Authorize Use of a Broker

---

### **Background Information:**

**Briefed by:** Director of Emergency Services Russ Buller

The expected delivery date for our new fire truck is coming up in the next few months. When it arrives it will replace our 1988 Central States fire truck. It would be our intent to begin marketing the old fire truck as soon as possible to allow time to secure an appropriate buyer. We would ask that the truck be declared surplus property and be given authorization to begin that process. We would also request consideration to use Brindlee Mountain Fire Apparatus, LLC as a broker in the sale of this fire truck.

### **Attachments:**

- Listing and Marketing Agreement
- Email Correspondence

## **BRINDLEE MOUNTAIN FIRE APPARATUS**

**15410 Hwy 231 Union Grove AL 35175 · 1-866-285-9305 · Fax: 256-498-0924**

### **Listing and Marketing Commission Agreement**

The undersigned being duly authorized, hereby enter into the following contractual agreement:  
Brindlee Mountain Fire Apparatus agrees to broker the following apparatus:

Apparatus: 1988 Central States Pumper

Owned or exclusively offered for sale by:

Department/Owner: OWNER: Hesston Fire--KS

Brindlee will refer to Agent/Owner all qualified inquires Brindlee receives regarding the specified apparatus and may market the apparatus through various channels of websites, auctions, ads, and direct sales. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay a commission of 10% (or a minimum of \$500) to Brindlee within 10 days of the sale.

Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer regardless of whether or not Brindlee referred the Buyer. Agent/Owner acknowledges failure to provide this information will result in fees payable to Brindlee as if the lead was referred by Brindlee and sold at the listed price.

Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

Agreed to by:

\_\_\_\_\_  
Authorized Agent/Owner

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



\_\_\_\_\_  
Brindlee Mountain Fire Apparatus

12/08/15  
=====

## Jason Thrasher

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**From:** Russ Buller  
**Sent:** Monday, January 04, 2016 12:30 PM  
**To:** Jason Thrasher  
**Subject:** FW: 1988 Central States Pumper  
**Attachments:** BMFA Appraisal Sheet + Photos.pdf

Jason,

There is some pertinent verbiage in the email below that might be beneficial for council review in regards to the sale of Engine 54. It might be advantageous to include this with the broker agreement.

Russell C. Buller  
Director of Emergency Services  
Hesston, Kansas  
620-327-4412

**From:** Mead Team [mailto:meads@firetruckmall.com]  
**Sent:** Wednesday, December 09, 2015 9:38 AM  
**To:** Russ Buller  
**Subject:** 1988 Central States Pumper

Good Morning, Russ, and thank you for the update on your surplus plans! We would love to assist you and the department with finding a new home for your 1988 Central States Pumper!

At your request, I am attaching a current listing agreement form along with a spec sheet and tip sheet for photos. With your new truck not due until June, I thought I would mention your consideration in listing the '88 prior to that time frame as many departments cannot part with the older truck until the new one arrives. That being the case for you as well, please know that it is not unusual for us to advertise units with a delayed release date. Most fire departments understand this condition because they have found themselves in the same position as you do now. Generally, you will be much better served taking advantage of the added selling time because, as you can imagine, it is a crowded field for '80s and early '90s era trucks. Another thing to consider is for example, a purchasing department can secure the truck early by placing it on hold with deposit until the specified release date. Many times that allows that department to line up the necessary financing in order to make the purchase. Does that make sense for you all as well? Sir, when the holidays are behind us, I would like get your thoughts on this .

One more thing, Russ, when explaining the listing agreement to the board, be sure and explain that this form is just a promise to pay us our advertising and selling fee when we find a buyer for your truck. The buyer pays you and not us--and we only get paid after you all have been paid. It is a non-exclusive agreement meaning that if you all find the buyer and not us, then you don't owe us a dime. You can also remind them that we are the largest buyer and seller of used fire trucks in the world and we have the largest reach in the fire industry! I hope this information puts their mind at ease. Please let me know, Russ, if I can assist you in any other way or answer any questions.

Best regards and best wishes for a Happy Holiday Season!

Jason Mead

Brindlee Mountain Fire Apparatus, LLC.

15410 US Highway 231

Union Grove, AL. 35175

Toll Free: (866) 285-9305

Local: (706) 635-7578



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9B

**Subject:** Non-collectible EMS accounts receivables.

**Recommendation:** Approve the write off of delinquent accounts generated through the EMS Department.

---

### **Background Information:**

Each year the city writes off accounts that have been determined to be uncollectable. Due to patient confidentiality we do not furnish a list of delinquent accounts. As a contract provider the allowed compensation is based on their schedule which must be accepted as full payment. Actual un-collectables for delinquent accounts are extremely low due to staff diligence.

- **Briefed by:** Fire/EMS Chief
- **Attachments:** Write off summary



# ***Hesston Emergency Services***

## ***Memorandum***

**To: Gary Emry, City Administrator**

**From: Russ Buller, Director of Emergency Services**

**Date: 1/6/16**

**Re: 2015 EMS Billing Summary and Write-off Report**

The fiscal year 2015 ended with a record number of requests for service for our Department. The following table represents a summary for 2015 including the recommended write-offs.

<b>2015 EMS Billing Summary</b>		<b>2014 Comparison</b>	<b>2013 Comparison</b>
<b>Requests for Service</b>	<b>659</b>	<b>496</b>	<b>595</b>
<b>Number of Billable Responses</b>	<b>378</b>	<b>306</b>	<b>379</b>
<b>Bills Rendered</b>	<b>\$225,807.00</b>	<b>\$202,490.00</b>	<b>\$259,150.00</b>
<b>Payment on Accounts</b>	<b>\$203,543.00</b>	<b>\$162,905.00</b>	<b>\$215,403.00</b>
<b>Uncollectible Debt Write-off</b>	<b>\$4,639.00</b>	<b>\$1,819.00</b>	<b>\$2,446.00</b>
<b>Kansas Set-off/AMS Write-off</b>	<b>\$1,003.00</b>	<b>\$632.00</b>	<b>\$1,247.00</b>
<b>BCBS Contractual Write-off</b>	<b>2,488.00</b>	<b>\$366.00</b>	<b>\$615.00</b>
<b>Medicare/Medicaid Required Write-off</b>	<b>\$62,661.00</b>	<b>\$29,589.00</b>	<b>\$39,650.00</b>

Projected response revenue for 2015 was set at \$175,000. We collected a 16% increase over that projection due primarily for two reasons, the increase in billable calls and the increase in billing rates.

Our uncollectible debt showed an increase from last year's amount that we attribute to an increase in the number of deceased patients with no estate and work comp write-offs.

The Kansas Set-off collection fee and the AMS collection fee were comparable to the last two years which translates to consistent collections from those sources.

Blue Cross Blue Shield contractual write-off amount increased significantly from previous years. This is partly due to the increased call volume but also related to the increase in billing rates.

The Medicare/Medicaid mandated write-off is where we experienced the largest increase. It is directly related to the number of their claims we process so as the number of claims fluctuates, so does the amount of write-off. It also is impacted by the increase in billing rates as the reimbursement fee schedule establishes the maximum amount they will pay on the claim no matter what is billed.



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9C

**Subject:** Non-collectible Municipal Court accounts receivables

**Recommendation:** Approve the write off of delinquent accounts generated through the Municipal Court.

---

### **Background Information:**

Each year the city writes off fines and court costs that have been determined to be uncollectible. A list will be included in a separate handout to protect confidentiality.

Total for 2015 Court Write-offs: \$ 4,452.73 (2014: \$ 5,518.29)

2015 Fine/Cost Revenue: \$39,342.92 (2014: \$39,029.08)

Percentage of Write-off: 11% (2014: 14 %)

Defendants that are written off still have either bench warrants and/or suspended driver's license and have been sent to American Municipal Services for collection. Chances are poor for recovering amounts that are written off.

**Briefed by:** Police Chief

**Attachments:** Summary of write-offs





## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9D

**Subject:** Designated Voting Delegates to 2016 KRWA

**Recommendation:** Designate Scott Robertson as primary and Chad Mason as alternate voting delegates.

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### **Background Information:**

Kansas Rural Water Association holds their annual business meeting in conjunction with their conference to be held March 29-31, 2016 in Wichita. The council appoints a voting delegate and alternate to attend and vote on behalf of the City of Hesston on election of officers and directors and any business requiring action by the full membership.

**Briefed by:** City Administrator

**Attachments:** None



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9E

**Subject:** Joint Meeting of USD/City/HRCE

**Recommendation:** Identify topics for discussion

---

### **Background Information:**

The Council, the School Board and the Hesston Recreation Commission have met annually in recent years to discuss areas of common interest. Sharing future plans between local jurisdictions promotes good communications and insures good working relationships. The Council is invited to provide discussion topics for inclusion on the agenda. Hesston Recreation will host the meeting this year and no date or site has been established.

**Briefed by:** City Administrator

**Attachments:** None



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9F

**Subject:** Demolition of 102 S. Weaver

**Recommendation:** Approve the bid

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### **Background Information:**

A bid was secured by a local company to demolish the building. The bid does not include utility disconnection (Staff will disconnect ours, Westar the electric) and back-fill of the site. The initial inspection of this all concrete structure indicates no asbestos is present. Staff will back-fill using existing material and prepare the lot for parking use.

**Briefed by:** City Administrator

**Funding:** Fund 30-Capital Improvement.

**Attachments:** Bid summary from West Branch Excavating in the amount of \$16,500.

**West Branch Excavating, LLC  
888 Chisholm Trl Rd  
Newton, KS 67114  
620-747-0305**

**January 5, 2016**

**City of Hesston  
115 E. Smith  
Hesston, KS 67062**

**ESTIMATE**

**The following estimate is for the following:**

**Demo Building East of Fire Station**

**Total \$ 16,500.00**

**Does Not Include:**

**Utility Disconnects  
Asbestos Removal  
Bringing dirt back in**



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 9G

**Subject:** 216 E. Knott - Request to Waive Permit Fees

**Recommendation:** Hear the request

---

### **Background Information:**

Matt Hastings will be present to request the waiver of building permit and inspection fees for the property located at 216 E. Smith.

Building Permit Fee Schedule:

#### **BUILDING PERMIT FEE SCHEDULE**

<u>Total Building Valuation</u>	<u>Fee</u>
\$ 0 to \$ 2,000	\$ 25.00
2,001 to 5,000	35.00
5,001 to 10,000	70.00
10,001 to 50,000	100.00
50,000 to 100,000	150.00
100,001 to 500,000	*275.00
500,001 to 1,000,000	350.00
over 1,000,000	500.00 plus:
Each add'l \$1000 or fraction thereof	.50



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 11A

**Subject:** Executive Session

**Recommendation:** Request an executive session to discuss matters relates to the acquisition of real estate for a period of 30 minutes to include the Mayor, Council, City Administrator, City Attorney and City Clerk.

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### **Background Information:**

**Briefed by:** City Administrator

**Attachments:** None



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 11B

**Subject:** Executive Session – Attorney / Client Privilege

**Recommendation:**

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**Background Information:**



## **Agenda Item Summary**

**Meeting date:** January 11, 2016

**Item number:** 11C

**Subject:** City Administrator Performance Review

**Recommendation:** Discuss performance and make recommendations for improvement using appraisal form sent previously.

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### **Background Information:**

**Briefed by:** Mayor Kauffman

**Attachments:** None