



CITY OF HESSTON AGENDA
Monday, February 08, 2016 6:00 PM
City Council Meeting Room
115 E. Smith Street

Present

David Kauffman, Mayor _____
Brad Unruh, City Council _____
Jason Jones, City Council _____
Larry Fuqua, City Council _____
Gary Pauls, City Council _____

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

Others Present

1. _____
2. _____
3. _____
4. _____
5. _____

1. Call to Order - 6:00pm

2. Additions to Agenda

A. _____
B. _____
C. _____
D. _____

3. Consent Agenda

A. Consent Agenda.

- 01-11-16 Council Minutes & 01-21-16 Adjourned Council Minutes
- Appropriations
- Financial Statements
- Board Minutes
- Building Permits

Motion: _____ Second: _____ Vote: _____

Motion: _____ Second: _____ Vote: _____

4. Constituency Comments

5. Proclamations and Awards

6. Public Hearing

7. Ordinances & Resolutions

A. Resolution No. 1135 - Annual Boundary.

Motion: _____ Second: _____ Vote: _____

B. Ordinance No. 010-2016-209 Amending Special Assessments.

Motion: _____ Second: _____ Vote: _____

C. Bid Golf Cart Lease Purchase.

Motion: _____ Second: _____ Vote: _____

D. Ordinance No. 010-2016-208 Lease Purchase Agreement.

Motion: _____ Second: _____ Vote: _____

8. Old Business

A. Golf Instructor Agreement.

Motion: _____ Second: _____ Vote: _____

B. REAP Annual Assessment.

Motion: _____ Second: _____ Vote: _____

9. New Business

A. Annual Appointment of Officers.

Motion: _____ Second: _____ Vote: _____

B. 2015 Audit Services Contract.

Motion: _____ Second: _____ Vote: _____

C. Golf Course Mower Purchase.

Motion: _____ Second: _____ Vote: _____

D. Hesston Recreation and Community Education.

Motion: _____ Second: _____ Vote: _____

E. Inspection Services Agreement.

Motion: _____ Second: _____ Vote: _____

10. Other Business

11. Executive Session

A. Executive Session - Consultation with Attorney.

Time In: _____

Motion by: _____

Length: _____

Purpose: _____

Present:

Second: _____

Vote: _____

Time Out: _____

B. Executive Session - Acquisition of Real Estate.

Time In: _____

Motion by: _____

Length: _____

Purpose: _____

Present:

Second: _____

Vote: _____

Time Out: _____

12. Adjourn Meeting to reconvene on February 22nd at 6:00 p.m. at The Water's Edge Restaurant.

Time: _____ Motion: _____ Second: _____ Vote: _____

**CITY OF HESSTON
CITY COUNCIL MEETING**

MINUTES of January 11, 2016

Council Meeting No.1

The regular meeting of the Hesston City Council was held on Monday, January 11, 2016 at 6:00 p.m. in the City Council Chambers of the Hesston Municipal Building.

PRESENT

Council Members Larry Fuqua, Gary Pauls, and Clare Moore, City Administrator Gary Emry, Andrew Kovar substituting for City Attorney J.T. Klaus, and City Clerk Jason Thrasher with Mayor David Kauffman. A quorum was present.

ABSENT

Council Members Jason Jones and Brad Unruh

OTHERS PRESENT

John Haas with Ranson Financial, Police Chief Doug Schroeder, Director of Emergency Services Russ Buller, Utilities Superintendent Scott Robertson, Hesston resident Matt Hastings and Jackie Nelson with the Hesston Record

ADDITIONS TO THE AGENDA

City Administrator Gary Emry asked that the following item be added to the agenda:

- Pump Repair – Reservoir Booster Pump No. 3

Council Member Larry Fuqua asked of the following item to be added to the agenda:

- Golf Pro Contract

Mayor Kauffman added the items to the agenda.

CONSENT AGENDA

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

ACCEPT BID 2016 G.O. BONDS

Financial Advisor John Haas presented the following bids for council consideration:

City of Hesston, KS General Obligation Bonds, Series 2016	
Bidders	Rate
Country Club Bank	2.51%
Robert W. Baird & Co.	2.55%
Commerce Bank	2.81%
Cooper Malone McLain, Inc.	2.93%

Larry Fuqua moved to accept the low bid from Country Club Bank. Gary Pauls seconded. Motion carried 3-0.

ORDINANCE NO. 010-2016-207: 2016 G.O. BONDS

Bond Attorney Andrew Kovar was present to answer Council questions regarding the bond ordinance.

Clare Moore moved to adopt Ordinance No.010-2016-207 which authorizes the issuance of 2016 G.O. Bonds in the amount of \$1,745,000. Gary Pauls seconded. Motion carried 3-0.

RESOLUTION NO. 1132: 2016 GO BONDS

Clare Moore moved to adopt Resolution No. 1132 which sets forth the terms and conditions of the aforementioned 2016 G.O. Bond issuance. Larry Fuqua seconded. Motion carried 3-0.

PUMP REPAIR – RESERVOIR BOOSTER PUMP NO. 3

Utility Superintendent Scott Robertson was present to answer Council questions regarding his request to repair reservoir booster pump #3.

Gary Pauls moved to approve the bid from Layne Christensen Company in the amount of \$13,059 to make repairs to the pump. Clare Moore seconded. Motion carried 3-0.

DISPOSITION OF 1988 CENTRAL STATES FIRE TRUCK

Fire and EMS Director Russ Buller presented a contract for the disposition of the 1988 Central Sales Fire Truck.

Larry Fuqua moved approve the sale of the 1988 Central State Fire Truck. The motion also approved using Brindlee Mount Fire Apparatus to list and market the equipment. Gary Pauls seconded. Motion carried 3-0.

NON-COLLECTIBLE EMS ACCOUNTS RECEIVABLE

Fire and EMS Director Russ Buller was present to review the 2015 EMS write-offs.

Clare Moore moved to approve the write-off of the non-collectable EMS accounts receivable in the amount of \$4,639. Larry Fuqua seconded. Motion carried 3-0.

216 E. KNOTT – REQUEST TO WAIVE PERMIT FEES

Matt Hastings, owner of 216 E. Knott, was present to request that the Council waive the building permit fees for improvements he will be doing to the property.

Council Member Clare Moore moved to approve the request. The motion failed due to the lack of a second.

NON-COLLECTIBLE MUNICIPAL COURT ACCOUNTS RECEIVABLE

Police Chief Doug Schroeder was present to review the 2015 Municipal Court write-offs.

Gary Pauls moved to approve the write-off of non-collectable Municipal Court accounts receivable in the amount of \$4,452.73. Larry Fuqua seconded. Motion carried 3-0.

RESOLUTION NO. 1133 – G.A.A.P. WAIVER

Larry Fuqua moved to adopt Resolution No. 1133 which waives the use of G.A.A.P. accounting for 2016. Clare Moore seconded. Motion carried 3-0.

RESOLUTION. 1134 – MEDICAL PARTNERS OPTION TO PURCHASE

Bond Attorney Andrew Kovar was present to brief the Council on this item.

Clare Moore moved to adopt Resolution No. 1134 which exercises Medical Partners option to purchase property financed with IRB's and authorizes the Mayor to sign all documents related to the issue. Larry Fuqua seconded. Motion carried 3-0.

WEAVER STREET INSPECTION SERVICES

Larry Fuqua moved to approve the bid from Certified Engineering Design in an amount not to exceed \$59,129 to provide inspection services for the Weaver Street project. Clare Moore seconded. Motion carried 3-0.

COMMITTEE AND BOARD APPOINTMENT

Clare Moore moved to approve the Mayor's nomination of Tyson Miller for a 3 year term to the Hesston Planning Commission and Board of Zoning Appeals. Gary Pauls seconded. Motion carried 3-0.

DESIGNATE VOTING DELEGATE KRWA ANNUAL CONFERENCE

Gary Pauls moved to make the following appointments to the KRWA Annual Meeting: Scott Robertson – voting delegate and Chad Mason – alternate delegate. Larry Fuqua seconded. Motion carried 3-0.

DATE AND TOPICS FOR ANNUAL JOINT USD 460 - REC COMMISSION - CITY MEETING

It was the consensus of the Council to approve February 22nd at 6:00 pm as the date for the USD 460, Recreation Commission, and City Council annual joint meeting. Topics will include the Recreation Facility - Ad Hoc Committee progress. Additional topics can be discussed at the February council meeting.

DEMOLITION QUOTE – 102 S. WEAVER STREET

Larry Fuqua moved approve the quote from West Branch Excavating in the amount of \$16,500 to demolish the building located at 102 S. Weaver. Clare Moore seconded. Motion carried 3-0.

GOLF PRO CONTRACT

City Administrator Gary Emry informed the Council that due to the tax-exempt nature of the Hesston Public Golf Course, the Council cannot enter into an agreement where a private contractor could work at the Course. Council Member Larry Fuqua discussed the benefit the course would receive by offering the services of a Golf Pro. The item was referred to staff to explore other options.

EXECUTIVE SESSION – ACQUISITION OF REAL ESTATE

At 7:20 p.m. Clare Moore moved to enter into an executive session for 30 minutes to discuss the acquisition of real-estate with the mayor, city council, city attorney, city administrator and city clerk in attendance. Gary Pauls seconded. Motion carried 3-0.

The council reconvened in open session at 7:50 p.m. at which time Clare Moore moved to extend the executive session for 10 minutes. Gary Pauls seconded. Motion carried 3-0.

At 8:00 p.m. the council reconvened in open session.

EXECUTIVE SESSION – ATTORNEY CLIENT PRIVILEGE

At 8:05 p.m. Larry Fuqua moved to enter into an executive session for 30 minutes to discuss items related to attorney-client privilege with the mayor, city council, city attorney, city administrator and city clerk in attendance. Clare Moore seconded. Motion carried 3-0.

At 8:35 p.m. the council reconvened in open session.

EXECUTIVE SESSION – PERSONNEL

At 8:35 p.m. Larry Fuqua moved to enter into an executive session for 60 minutes to discuss personnel matters with the mayor, city council and city clerk in attendance. Gary Pauls seconded. Motion carried 3-0.

At 9:35 p.m. the council reconvened in open session.

ADJOURNMENT

At 9:35 p.m. Clare Moore moved to adjourn the regular meeting to reconvene on January 21, 2016 at 5:00 p.m. at the City Council Chambers of the Hesston Municipal Building. Gary Pauls seconded. Motion carried 3-0.

Recorded by
Jason Thrasher
City Clerk

**CITY OF HESSTON
CITY COUNCIL MEETING**

MINUTES of January 21, 2016

Adjourned Council Meeting

The adjourned meeting of the Hesston City Council was held on Thursday, January 21, 2016 at 5:00 p.m. in the City Council Chambers of the Hesston Municipal Building.

PRESENT

Council Members Brad Unruh, Jason Jones, Larry Fuqua and Clare Moore, City Administrator Gary Emry and City Clerk Jason Thrasher with Mayor David Kauffman. A quorum was present.

ABSENT

Council Member Gary Pauls

OTHERS PRESENT

None

EXECUTIVE SESSION – ACQUISITION OF REAL ESTATE

At 5:00 p.m. Brad Unruh moved to enter into an executive session for 60 minutes to discuss the acquisition of real-estate with the mayor, city council, city administrator and city clerk in attendance. Jason Jones seconded. Motion carried 4-0.

At 6:00 p.m. the council reconvened in open session.

ADJOURNMENT

At 6:00 p.m. Clare Moore moved to adjourn the meeting. Larry Fuqua seconded. Motion carried 4-0.

Recorded by
Jason Thrasher
City Clerk

VENDOR SET: 01 City of Hesston

BANK: * ALL BANKS

DATE RANGE: 1/01/2016 THRU 1/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01075	HARVEY COUNTY TREASURER							
C-CHECK	HARVEY COUNTY TREASURER UNPOST	V	1/22/2016			053421		25.50CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	25.50CR	25.50CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	25.50CR	0.00	0.00
BANK: *		TOTALS:	1	25.50CR	0.00	0.00

VENDOR SET: 01 City of Hesston
 BANK: 99 CITIZENS STATE BANK
 DATE RANGE: 1/01/2016 THRU 1/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00685	DIVISION SALES & EXCISE TAXES							
I-1/15/16	DEC 2015 SALES TAX	D	1/15/2016	4,873.84		000000		4,873.84
01420	BETTER IMAGE INC.							
I-21387	REPAIR CITY HALL PRINTER:12/28	R	1/08/2016	321.00		053321		321.00
05380	CASEY'S GENERAL STORES							
I-12312015	DECEMBER GASOLINE	R	1/08/2016	1,622.31		053322		1,622.31
04185	CINTAS FIRST AID & SAFETY							
I-5004214402	MEDICAL SUPPLIES: CITY SHOP	R	1/08/2016	57.35		053323		57.35
07750	EPEC							
I-1221501	REPAIR UV SYSTEM:SWR PLANT	R	1/08/2016	750.00		053324		750.00
07720	EVOQUA WATER TECHNOLOGIES LLC							
I-902398152	SCADA PROGRAM:N.NEWTON REIMB.	R	1/08/2016	6,240.00		053325		6,240.00
05695	EXPERITEC, INC							
I-174800	NEW REGULATOR:MOTEL/RESTAURANT	R	1/08/2016	553.10		053326		553.10
01070	HARVEY COUNTY SOLID WASTE							
I-12312015	DEC LANDFILL FEE (19.83 TN)	R	1/08/2016	634.56		053327		634.56
01195	HESSTON ELECTRIC							
I-20140	REPAIR UV SYSTEM AT SWR PLANT	R	1/08/2016	357.50		053328		357.50
01245	HESSTON PRESTIGE PRINTING							
I-22312	USP CHG: UTILITIES	R	1/08/2016	15.62		053329		15.62
06045	HESSTON RECORD							
I-34383	WEBSITE/LEGAL NOTICE/ADS	R	1/08/2016	480.00		053330		480.00
01210	HESSTON TRUE VALUE							
I-12/31-ENCUM	DECEMBER SUPPLIES	R	1/08/2016	1,037.20		053331		
I-GAS 12/31-ENCUM	DEC GAS SUPPLIES	R	1/08/2016	34.78		053331		1,071.98
04920	KANSAS ELECTRIC, INC							
I-15225	REPAIR TRAFFIC SIGNAL	R	1/08/2016	85.00		053332		85.00
07670	KANSAS GOLF ASSOCIATION							
I-489	KGA MEMBERSHIP DUES	R	1/08/2016	135.00		053333		135.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01690	KANSAS ONE-CALL SYSTEM INC							
I-5120291	LOCATES (42)	R	1/08/2016	42.00		053334		42.00
07345	KANSAS STATE FIREFIGHTERS ASSO							
I-1298	BOOKS:ESSENTIALS 6TH/HAZ-MAT	R	1/08/2016	488.25		053335		488.25
01810	KROPF LUMBER CO							
I-12252015	DECEMBER SUPPLIES	R	1/08/2016	461.23		053336		461.23
00530	MARTIN AUTO PARTS, INC.							
I-1012	AIR FILTER (1)	R	1/08/2016	8.49		053337		
I-1093	WINDSHIELD WASH (2)	R	1/08/2016	4.78		053337		13.27
1	MICHELE SHARP							
I-SHARP 12/15	MICHELE SHARP:	R	1/08/2016	34.89		053338		34.89
02195	NEWTON MEDICAL CENTER							
I-30729	DECEMBER DRUG FEES	R	1/08/2016	671.17		053339		
I-30742	DECEMBER LAUNDRY SERVICE	R	1/08/2016	22.40		053339		693.57
02835	OFFICE PLUS OF KANSAS							
I-433697-0	GJO CUPS (1 CT)	R	1/08/2016	25.19		053340		25.19
02295	PAUL'S, INC.							
I-333161	PVC 1X6 NIPPLE SCH 80 (1)	R	1/08/2016	2.73		053341		2.73
02300	PAVING MAINTENANCE SUPPLY INC.							
I-I0187147	HI-VIS JACKETS-STREET DEPT (3)	R	1/08/2016	275.85		053342		275.85
07705	PHILLIPS SOUTHERN ELECTRIC CO.							
I-1500410-02	PERMANENT TRAFFIC SIGNAL(REIM)	R	1/08/2016	26,390.00		053343		26,390.00
07125	PLAZA TRUCK WASH							
I-12312015	CAR WASHES (5)	R	1/08/2016	33.70		053344		33.70
03405	PROFESSIONAL TURF PRODUCTS, LP							
I-1321900-01	IRRIGATION UPGRADE:PAYMT #2	R	1/08/2016	4,445.00		053345		4,445.00
02745	SKEET'S SERVICE INC							
I-13001	HYDRAULIC/TRAN OIL	R	1/08/2016	68.48		053346		
I-13014	#52:REPLACE FUEL FILTERS/OIL	R	1/08/2016	336.89		053346		
I-13015	#27: OIL CHG/ANTIFREEZE	R	1/08/2016	95.29		053346		
I-13022	#54:ANNUAL INSPECTION/PUMP ENG	R	1/08/2016	360.05		053346		
I-13024	#49:FRONT BRAKE DISC PADS/ROTO	R	1/08/2016	309.14		053346		
I-13029	#55:ANNUAL INSPECTION/PUMP ENG	R	1/08/2016	273.70		053346		
I-13030	#51: ANNUAL INSPECTION	R	1/08/2016	150.22		053346		
I-489270	REPAIR TRAILER TIRE	R	1/08/2016	14.00		053346		
I-489275	#27: REPAIR TIRE	R	1/08/2016	18.00		053346		
I-489288	#24: REPAIR TIRE	R	1/08/2016	16.00		053346		1,641.77

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04680	VERIZON WIRELESS							
I-9757665797	POLICE WIRELESS SERVICE	R	1/08/2016	120.03		053347		120.03
03055	VISION COMPUTER INC.							
I-M8629	COURT LAPTOP ISSUES	R	1/08/2016	89.70		053348		89.70
07300	WEAVER GROCER'S							
I-12312015	DECEMBER SUPPLIES	R	1/08/2016	222.53		053349		222.53
07745	1-2-1 MARKETING, INC							
I-119849	JAN-MAR WEBSITE/EMARKETING FEE	R	1/08/2016	447.00		053350		447.00
06255	ACCU-CRETE MOBILE CONCRETE							
I-2844	HERITAGE PARK PARKING REPAIRS	R	1/08/2016	1,250.00		053351		1,250.00
04275	AMERICAN FUN FOOD CO.							
I-204143-0	CUPS/STRAWS:CONCESSIONS	R	1/08/2016	51.26		053352		
I-204144-0	PAPER TOWELS/LINERS	R	1/08/2016	63.21		053352		114.47
04330	COX COMMUNICATIONS							
I-CITY HALL 1/2016	JAN INTERNET SERVICE:CITY HALL	R	1/08/2016	129.95		053353		
I-GOLF 1/2016	JAN INTERNET/TV/PHONE:GOLF	R	1/08/2016	356.20		053353		486.15
07195	GROUP BENEFIT SPECIALISTS, INC							
I-01082016	JAN 2016 BENEFIT BROKER FEE	R	1/08/2016	500.00		053354		500.00
01560	KANSAS ASSOCIATION OF CHIEFS							
I-01082016	KACP MEMBERSHIP DUES	R	1/08/2016	80.00		053355		80.00
01560	KANSAS ASSOCIATION OF CHIEFS							
I-30158	FIRST LINE SUPERVISOR TESTING	R	1/08/2016	235.00		053356		235.00
01605	KANSAS DEPARTMENT OF REVENUE							
I-01082016	CEREAL MALT LICENSE: CASEY'S	R	1/08/2016	50.00		053357		50.00
01780	KMGA-GAS SUPPLY OPERATING							
I-KMGA-HE-2015-11	JAN NOM/NOV ACTUAL NAT'L GAS	R	1/08/2016	140,899.80		053358		140,899.80
00530	MARTIN AUTO PARTS, INC.							
I-1367	FUEL FILTER/HOSE CLAMP	R	1/08/2016	6.27		053359		
I-1386	OIL FILTER/STEERING FLUID/OIL	R	1/08/2016	60.86		053359		
I-1418	OIL FILTERS (3)	R	1/08/2016	40.07		053359		107.20

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DATE RANGE: 1/01/2016 THRU 1/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02820	STATE TREASURER							
I-01082016	DECEMBER COURT FEES	R	1/08/2016	327.00		053360		327.00
02820	STATE TREASURER							
I-R116020186754	BOND PRIN/INTER#162021513631	R	1/08/2016	79,613.75		053361		79,613.75
02820	STATE TREASURER							
I-R116020186755	BOND INTEREST#162111509382	R	1/08/2016	31,207.50		053362		31,207.50
02865	SUPERIOR LINEN SERVICE, INC							
I-13349238	GOLF LINEN SERVICE	R	1/08/2016	42.26		053363		42.26
07680	TRAVELERS							
I-01082016	NOTORY FEE: THRASHER	R	1/08/2016	50.00		053364		50.00
03100	UNIFIRST CORPORATION							
I-2400600984	GOLF MAINTENANCE RAGS	R	1/08/2016	58.25		053365		58.25
04625	WASTE CONNECTIONS, INC.							
I-10861330	DEC REFUSE/RECYCLE FEE	R	1/08/2016	13,687.65		053366		
I-10861331	DEC CITY SHOP/KING PK REFUSE	R	1/08/2016	96.73		053366		
I-10861568	SWR PLANT REFUSE/SLUDGE	R	1/08/2016	536.40		053366		
I-10862369	DEC GOLF COURSE REFUSE	R	1/08/2016	225.41		053366		14,546.19
01660	WESTAR ENERGY							
I-COMMERCE 1/2016	COMMERCE SIREN SERV THRU 12/22	R	1/08/2016	36.09		053367		
I-GOLF 1/2016	GOLF CRSE SERVICE THRU 12/22	R	1/08/2016	90.59		053367		
I-GOLF CLUB 1/2016	GOLF CLUBHOUSE SERV THRU 12/22	R	1/08/2016	379.71		053367		
I-GOLF FOUNT 1/2016	GOLF FOUNTAIN SERV THRU 12/22	R	1/08/2016	26.02		053367		
I-GOLF PUMP 1/2016	GOLF CRSE RD PUMP THRU 12/22	R	1/08/2016	709.03		053367		
I-GOLF STORAGE 1/16	GOLF CRSE STORAGE THRU 12/22	R	1/08/2016	298.79		053367		
I-SKATE PK 1/2016	SKATE PK SERVICE THRU 12/22	R	1/08/2016	23.63		053367		1,563.86
04160	XEROX FINANCIAL SERVICES							
I-443655	JAN 2016 COPY SERVICE FEE	R	1/08/2016	454.44		053368		454.44
07470	ACUSHNET COMPANY							
C-300039883	RETURNED GOLF BALL CREDIT	R	1/14/2016	32.00CR		053369		
I-901520393	GOLF BALLS (2 DZ)	R	1/14/2016	33.20		053369		
I-901832908	STOCKING CAPS (6)	R	1/14/2016	78.88		053369		80.08
05065	AMERICINN LODGE & SUITES CORPO							
I-01152016	JAN 2016 1/2 ROAD SIGN FEE	R	1/14/2016	180.00		053370		180.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02575	BERRY TRACTOR & EQUIPMENT CO.							
I-1038823	LOADER REPAIR PARTS	R	1/14/2016	244.10		053371		
I-1038864	LOADER REPAIR PARTS	R	1/14/2016	432.88		053371		676.98
04330	COX COMMUNICATIONS							
I-POLICE 1/16	POLICE INTERNET SERVICE	R	1/14/2016	124.95		053372		124.95
00645	D C & B SUPPLY, INC							
I-19803	AMR:REBUILT 3M GAS METER (1)	R	1/14/2016	1,573.25		053373		1,573.25
00745	EMBLEM ENTERPRISES INC							
I-632285	OFFICER UNIFORM PATCHES	R	1/14/2016	440.92		053374		440.92
01045	HARVEY COUNTY SHERIFF OFFICE							
I-01152016	PRISONERS HOUSED IN DEC	R	1/14/2016	150.00		053375		150.00
05300	HD SUPPLY WATERWORKS, LTD							
I-E975048	VALVE SEAT/ADAPTER/INLET FILTE	R	1/14/2016	199.20		053376		
I-E986118	SETTERS/CLPG/TUBING	R	1/14/2016	1,036.82		053376		1,236.02
07370	HESSTON CHAMBER CVB							
I-01152016	JAN 2016 TRANSIENT GUEST TAX	R	1/14/2016	13,459.94		053377		13,459.94
00350	I-CON SOLUTIONS, INC							
I-183066	COMPOSITE SOLENOID VALVE (1)	R	1/14/2016	279.27		053378		279.27
01565	KANSAS ASSN FOR COURT MANAGEME							
I-01152016	2016 KACM MEMBERSHIP FEES	R	1/14/2016	50.00		053379		50.00
01690	KANSAS ONE-CALL SYSTEM INC							
I-5100291	LOCATES (66)	R	1/14/2016	66.00		053380		66.00
07305	KIRKHAM MICHAEL CORPORATION							
I-84678	WEAVER STREET PROJECT:FINAL	R	1/14/2016	2,200.00		053381		2,200.00
05120	MID-KANSAS COOPERATIVE							
I-101024264	DECEMBER 2015 DIESEL FUEL	R	1/14/2016	1,195.22		053382		1,195.22
07755	MIDWEST POLICE CONSULTANTS, LL							
I-01152016	2/22-26 WKSP REG FEE: STEVEN	R	1/14/2016	399.00		053383		399.00
04093	VISA #1205 - CITIZEN'S STATE B							
I-VISA#1 1/16	WIRE SHELVING: GOLF	R	1/14/2016	238.48		053384		
I-VISA#2 1/16	12/9 GASOLINE	R	1/14/2016	12.10		053384		
I-VISA#3 1/16	PRINTER/ROUTER	R	1/14/2016	129.81		053384		
I-VISA#4 1/16	BUNS/CHEESE/SWEETS/LETTUCE	R	1/14/2016	46.60		053384		426.99

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04098	VISA #2048 - CITIZEN'S STATE B							
I-VISA #1 1/16	CABLE TAPE BACK-UP:CITY HALL	R	1/14/2016	14.05		053385		
I-VISA#2 1/16	COFFEE SUPPLIES: CITY HALL	R	1/14/2016	44.79		053385		
I-VISA#3 1/16	COUNCIL STUDY SESSION MEAL	R	1/14/2016	62.20		053385		
I-VISA#4 1/16	CLEANING SUPPLIES	R	1/14/2016	14.35		053385		135.39
04095	VISA #2444 - CITIZEN'S STATE B							
I-VISA#1 1/16	TRAUMA PACKS (3)	R	1/14/2016	509.00		053386		
I-VISA#10 1/16	REFLECTIVE ALUMINUM:FIRE	R	1/14/2016	271.11		053386		
I-VISA#2 1/16	1/22 WKSP REG:RUSS/MISTI	R	1/14/2016	250.00		053386		
I-VISA#3 1/16	SURGE PROTECTOR:FIRE	R	1/14/2016	21.95		053386		
I-VISA#4 1/16	12/8 MEAL:FIRE OFFICERS MTG	R	1/14/2016	58.41		053386		
I-VISA#5 1/16	KCIAAI MEMBERSHIP/WKSP REG.	R	1/14/2016	220.00		053386		
I-VISA#6 1/16	KSBEMS RENEWAL LICENSE:WRAY	R	1/14/2016	32.75		053386		
I-VISA#7 1/16	12/14 EMS MEAL: STANDBY	R	1/14/2016	31.98		053386		
I-VISA#8 1/16	STROBE BULBS (2)	R	1/14/2016	55.98		053386		
I-VISA#9 1/16	PLUG N' DIKE: FIRE	R	1/14/2016	24.78		053386		1,475.96
04099	VISA #9291 - CITIZEN'S STATE							
I-VISA#1 1/16	GLOVES/PANTS	R	1/14/2016	199.96		053387		
I-VISA#2 1/16	TASER WKSP EXPENSES:STEVEN	R	1/14/2016	522.88		053387		
I-VISA#3 1/16	CAR CAMERA DVDS	R	1/14/2016	82.64		053387		
I-VISA#4 1/16	METH/ECSTASY TEST SUPPLIES	R	1/14/2016	38.35		053387		
I-VISA#5 1/16	BOOKS:STATE TRAFFIC (11)	R	1/14/2016	107.39		053387		
I-VISA#6 1/16	JACKET (2)	R	1/14/2016	379.98		053387		
I-VISA#7 1/16	NARCO POUCH TEST (7)	R	1/14/2016	162.21		053387		
I-VISA#8 1/16	EVIDENCE POUCHES	R	1/14/2016	76.00		053387		
I-VISA#9 1/16	DRUG ID BIBLE	R	1/14/2016	46.95		053387		1,616.36
03080	WATER PROTECTION FEE							
I-01152016	4TH QTR 2015 PROT/CLEAN DRK	R	1/14/2016	4,491.40		053388		4,491.40
01660	WESTAR ENERGY							
I-GROUP 1/16	GROUP BILL SERV THRU 12/28/15	R	1/14/2016	12,276.69		053389		
I-ST LGTS 1/16	STREET LGT SERVICE THRU 1/4/16	R	1/14/2016	3,993.46		053389		16,270.15
04275	AMERICAN FUN FOOD CO.							
I-204436-0	GRIDDLE PADS/CLEANING TOWELS	R	1/22/2016	89.98		053406		
I-204441-0	FOOD TRAY/STRAWS:MEALS	R	1/22/2016	44.21		053406		134.19
06580	AMERICAN MUNICIPAL SERVICES CO							
I-28132	DECEMBER COLLECTION FEES	R	1/22/2016	10.00		053407		10.00

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03320	VALOREE K BARRETT							
I-01222016	JAN PROBATION SERVICE (11 CS)	R	1/22/2016	220.00		053408		220.00
02310	BLACK HILLS ENERGY							
I-01222016	TRANSPORT GAS THRU 12/30	R	1/22/2016	10,328.19		053409		10,328.19
05500	BROCHAMWOOD LIMITED PARTNERSHI							
I-55528A	TREE REMOVAL:SWR LINE@CHERRY H	R	1/22/2016	2,512.00		053410		2,512.00
04185	CINTAS FIRST AID & SAFETY							
I-5004300077	MEDICAL SUPPLIES:CITY HALL/SHP	R	1/22/2016	68.75		053411		68.75
00485	CITIZENS STATE BANK							
I-01222016	SAFETY DEPOSIT BOX: POLICE	R	1/22/2016	20.00		053412		20.00
03385	CITY OF NEWTON							
I-201601145528	CELL PHONE FORENSIC SOFTWARE	R	1/22/2016	500.00		053413		500.00
00645	D C & B SUPPLY, INC							
I-19833	WATER FLAGS: BLUE	R	1/22/2016	200.55		053414		200.55
07480	EVCO WHOLESALE FOOD CORP.							
I-103174	MEAT/SOUP/SHORTEN/CREAMER	R	1/22/2016	588.47		053415		
I-103699	MEAL CONTAINERS (1 CS)	R	1/22/2016	24.27		053415		
I-103714	POTATO CHIPS (1CS)	R	1/22/2016	24.22		053415		636.96
01475	FUQUA-RUTH-TYPER INSURANCE							
I-1471	2016 FORD TRUCK INSURANCE:UTIL	R	1/22/2016	191.00		053416		191.00
00895	GALLS, LLC							
I-4710704	DOUBLE MAG POUCH (1)	R	1/22/2016	44.74		053417		
I-4725772	STEEL TOE BOOT (4)	R	1/22/2016	263.91		053417		308.65
07455	GE CAPITAL							
I-84048593	FEB GOLF CART LEASE PAYMENT	R	1/22/2016	3,500.00		053418		3,500.00
00960	GRAINGER							
I-9933700370	TWIST ON WIRE CONNECTOR	R	1/22/2016	59.61		053419		59.61
01500	HARVEY COUNTY EDC, INC							
I-JAN2016-MONTHLY	JAN 2016 EDC CONTRIBUTION	R	1/22/2016	3,000.00		053420		3,000.00
01075	HARVEY COUNTY TREASURER							
I-01222016	2016 FORD UTILITY TRUCK FEE	V	1/22/2016	25.50		053421		25.50

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01225	HESSTON MACHINE/WELD INC							
I-12041	2X2X3/16 ANGLE (40')	R	1/22/2016	82.80		053422		
I-12069	METAL FOR WATER PIPE RACK	R	1/22/2016	149.82		053422		232.62
01245	HESSTON PRESTIGE PRINTING							
I-22374	BINDERS/UPS CHG/POST-ITS	R	1/22/2016	60.72		053423		60.72
06045	HESSTON RECORD							
I-34527	WEB/AD/LEGAL/AFFIDAVITS/ORD	R	1/22/2016	698.00		053424		698.00
03290	INCODE							
I-025-145166	OVERLAY/SIGNATURE SOFTWR MAINT	R	1/22/2016	2,093.23		053425		2,093.23
01410	INTERNATIONAL ASSN OF CHIEFS O							
I-01222016	2016 MEMBERSHIP DUES:DOUG	R	1/22/2016	150.00		053426		150.00
07760	IRON DUCK							
I-01222016	JUMP KIT	R	1/22/2016	35.00		053427		35.00
04865	JERRY INGRAM/FIRE & RESCUE							
I-I-16-0114H	FIRE HELMET CRESCENT (2)	R	1/22/2016	10.54		053428		10.54
00655	KANSAS HEALTH & ENVIRONMENTAL							
I-01222016	COLILERT DRINKING WTR TEST	R	1/22/2016	689.00		053429		689.00
01675	KANSAS MUNICIPAL UTILITIES, IN							
I-13030	2016 KMU MEMBERSHIP DUES	R	1/22/2016	980.00		053430		980.00
01815	KANSAS RURAL WATER ASSOC.							
I-01222016	2016 KRWA MEMBERSHIP FEES	R	1/22/2016	920.00		053431		920.00
04525	KDHE-BUREAU OF WATER							
I-01222016	WTR SUPPLY SYS OPER:MASON	R	1/22/2016	20.00		053432		20.00
02065	MOTOROLA							
I-92014157	CHANNEL KNOB KIT	R	1/22/2016	18.75		053433		18.75
07590	PING							
I-13107101	GOLF BAGS MASCOT (3)	R	1/22/2016	472.90		053434		472.90
02445	PRICE BROTHERS EQUIPMENT							
I-1005034	TRENCHER REPAIR PART	R	1/22/2016	21.03		053435		21.03

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02595	ROBINSON ELECTRIC, INC							
I-5662	INSTALL PARABOLIC LGTS:SQUAD R	R	1/22/2016	377.97		053436		377.97
00965	GLADINE SCHNEIDER							
I-5628-8	COOKIES: 1/18 EMS TRAINING	R	1/22/2016	12.75		053437		12.75
07405	SHOP MARKETPLACE							
I-INV-0004971665	FEB HEALTH CARE PREMIUM:CREDIT	R	1/22/2016	24,955.90		053438		24,955.90
02820	STATE TREASURER							
I-R116030187533	BOND INTEREST #0162030110474	R	1/22/2016	15,101.25		053439		15,101.25
02820	STATE TREASURER							
I-R116030187534	BOND INTEREST #0162070114093	R	1/22/2016	25,206.25		053440		25,206.25
07730	TEXOMA GOLF							
I-114502	TAPE 2'X36 YD (2)	R	1/22/2016	38.29		053441		38.29
01915	JANET THRASHER							
I-JAN2016-MONTHLY	JANITORIAL SERVICES 1/3-30	R	1/22/2016	640.00		053442		640.00
04120	TRIPLETT,WOOLF,GARRETSON							
I-01222016	DEC CITY ATTORNEY FEES	R	1/22/2016	2,500.00		053443		2,500.00
07355	UNIVERSAL LUBRICANTS, LLC							
I-10952385	SEWER PLANT GREASE	R	1/22/2016	236.65		053444		236.65
03055	VISION COMPUTER INC.							
I-M8649	MOVE DNS SERVER TO GO DADDY	R	1/22/2016	14.30		053445		14.30
07160	VSP VISION							
I-01222016	FEB VISION PREMIUM	R	1/22/2016	437.77		053446		437.77
04615	WAL-MART CREDIT CARD							
I-01222016	KLEENEX/COFFEE/BLEACH/PFTCH	R	1/22/2016	117.25		053447		117.25
01580	KANSAS BOARD OF EMS							
I-AXNESS 1/16	EMT CERTIFICATION FEE:AXNESS	R	1/26/2016	50.00		053448		50.00
01580	KANSAS BOARD OF EMS							
I-LEFF 1/16	EMT CERTIFICATION FEE:LEFF	R	1/26/2016	50.00		053449		50.00
01580	KANSAS BOARD OF EMS							
I-LEHMAN 1/16	EMT CERTIFICATION FEE:LEHMAN	R	1/26/2016	50.00		053450		50.00

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01580	KANSAS BOARD OF EMS							
I-PENNER 1/16	EMT CERTIFICATION FEE: PENNER	R	1/26/2016	50.00		053451		50.00
00100	ABC TERMITE & PEST CONTROL							
I-11588	JAN PEST CONTROL: CITY HALL	R	1/29/2016	25.00		053454		
I-11589	JAN PEST CONTROL: POLICE BLDG	R	1/29/2016	25.00		053454		
I-11592	JAN PEST CONTROL: GOLF CRSE	R	1/29/2016	16.22		053454		66.22
04275	AMERICAN FUN FOOD CO.							
I-204810-0	10 OZ CUPS (1 CS): CONCESSIONS	R	1/29/2016	29.10		053455		
I-204812-0	GRILL SUPPLIES	R	1/29/2016	58.98		053455		88.08
03960	AMERICAN UNITED LIFE INSURANCE							
I-01292016	FEB LIFE INSURANCE PREMIUM	R	1/29/2016	644.37		053456		644.37
00480	CINTAS CORPORATION #451							
I-451204333	UNIFORM CLEANING 1/8	R	1/29/2016	90.31		053457		
I-451206710	UNIFORM CLEANING 1/15	R	1/29/2016	90.31		053457		
I-451209070	UNIFORM CLEANING 1/22	R	1/29/2016	90.31		053457		270.93
00490	CITY ATTORNEY ASSOC OF KANSAS							
I-16-216	2016 MEMBERSHIP DUES: KLAUS	R	1/29/2016	35.00		053458		35.00
00645	D C & B SUPPLY, INC							
I-19701	AMR: GAS METERS (2)	R	1/29/2016	571.81		053459		571.81
04085	DELTA DENTAL OF KANSAS							
I-1003003201602	FEB DENTAL PREMIUM	R	1/29/2016	2,464.94		053460		2,464.94
05870	FARMER BROTHERS COFFEE							
I-63373746	COFFEE: CONCESSIONS	R	1/29/2016	99.30		053461		99.30
01475	FUQUA-RUTH-TYPER INSURANCE							
I-1472	TREASURER BOND: PRIEB	R	1/29/2016	100.00		053462		100.00
00895	GALLS, LLC							
I-4740126	STEEL TOE BOOTS (1)	R	1/29/2016	72.69		053463		
I-4764586	TACTICAL ASSAULT CARRIERS (2)	R	1/29/2016	294.40		053463		367.09
00930	GCSAA							
I-01292016	2016 MEMBERSHIP DUES: HULTEEN	R	1/29/2016	80.00		053464		80.00
01005	HACH COMPANY							
I-9763837	SPADNS2 FLUORIDE (10)	R	1/29/2016	374.39		053465		374.39

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05740	HARVEY COUNTY ADMINISTRATION O							
I-01292016	2016 LOBBYIST SERVICE	R	1/29/2016	750.00		053466		750.00
05300	HD SUPPLY WATERWORKS, LTD							
I-F000932	PVC PIPE/FLAT LID/RECTORSEAL	R	1/29/2016	811.26		053467		811.26
01225	HESSTON MACHINE/WELD INC							
I-12024	AMR: 280 WATER METER COVERS	R	1/29/2016	1,960.00		053468		
I-12080	NEW TRUCK:MOUNTING PLATE	R	1/29/2016	170.00		053468		
I-12081	STOODY WIRE/WELDING SCREEN	R	1/29/2016	129.00		053468		
I-12086	NEW TRUCK: PIPE RACK	R	1/29/2016	146.00		053468		
I-12093	NEW TRUCK: PIPE RACK PART	R	1/29/2016	22.74		053468		2,427.74
01245	HESSTON PRESTIGE PRINTING							
I-22457	FILE FOLDERS (1 BX)	R	1/29/2016	13.15		053469		13.15
01275	HESSTON VETERINARY CLINIC							
I-01292016	ANIMAL CONTROL SERVICES(1/2)	R	1/29/2016	1,200.00		053470		
I-109028	REMO:FOOD/CHEWS/OINTMENT	R	1/29/2016	131.25		053470		1,331.25
07260	IMAGE QUEST							
I-274250	CITY HALL COPY SERVICE CHARGE	R	1/29/2016	7.95		053471		7.95
01810	KROPF LUMBER CO							
I-1292016	JANUARY SUPPLIES	R	1/29/2016	571.93		053472		571.93
05330	LLAMAS LAW OFFICES							
I-JAN2016-MONTHLY	JANUARY 2016 PROSECUTOR FEE	R	1/29/2016	600.00		053473		600.00
07630	LOU'S GLOVES, INC							
I-11910	NITRILE GLOVES (10)	R	1/29/2016	86.00		053474		86.00
00530	MARTIN AUTO PARTS, INC.							
I-1471	OIL (6)/OIL FILTER (1)	R	1/29/2016	30.93		053475		
I-1592	10W30 MOBIL OIL (12)	R	1/29/2016	47.88		053475		
I-1740	NON-LOCKING GAS CAP (1)	R	1/29/2016	8.49		053475		87.30
04125	MIDWEST TRUCK EQUIPMENT							
I-8512	NEW TRUCK BED	R	1/29/2016	8,579.00		053476		
I-8985	NEW TRUCK:GOLIGHT/ALARM/STROBE	R	1/29/2016	367.46		053476		8,946.46
06765	MY-LOR, INC.							
I-22504	UNIFORM ID TAG (32)	R	1/29/2016	248.15		053477		248.15

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02150	NAVRAT'S							
I-91825-001	PAD MAILERS/CLAMPS: POLICE	R	1/29/2016	54.51		053478		
I-92184-001	LETTER POCKET SHEETS (1 BX)	R	1/29/2016	31.49		053478		
I-92618-001	FILE FOLDERS/EXPANDING JACKETS	R	1/29/2016	15.98		053478		
I-92795-001	CLASP ENVELOPES (2 BX)	R	1/29/2016	24.86		053478		126.84
02835	OFFICE PLUS OF KANSAS							
C-C 434904-0	RETURNED TP (1 CS): PARKS	R	1/29/2016	74.79CR		053479		
I-434127-0	HANGING FOLDERS (2 BX)	R	1/29/2016	71.28		053479		
I-434351-0	PRINTER CARTRIDGE (2): UTILITY	R	1/29/2016	23.98		053479		
I-434731-0	PAPER TOWELS (1 CS): POLICE	R	1/29/2016	56.49		053479		
I-434797-0	TOWELS/SOAP	R	1/29/2016	172.37		053479		
I-434904-0	TP/TOWELS/LINERS: PARKS	R	1/29/2016	227.88		053479		
I-434962-0	PENS (24 BX	R	1/29/2016	42.00		053479		
I-435016-0	TP (1 CS)	R	1/29/2016	42.99		053479		
I-435232-0	PAPER TOWELS (1 CS): CITY HALL	R	1/29/2016	56.49		053479		
I-435465-0	LINERS (1 CS)	R	1/29/2016	56.11		053479		674.80
05900	PACE ANALYTICAL SERVICES, INC.							
I-164675	SWR SAMPLE ANALYSIS 1/6/16	R	1/29/2016	404.70		053480		404.70
03245	RANDALL J. PANKRATZ							
I-JAN2016-MONTHLY	JANUARY 2016 COURT FEE	R	1/29/2016	1,083.33		053481		1,083.33
07595	PEPSI-COLA							
I-82997009	SODA POP (17 CS)	R	1/29/2016	250.00		053482		250.00
04655	RANSON FINANCIAL CONSULTANTS							
I-5414	2016 BONDS LEGAL COSTS	R	1/29/2016	3,441.06		053483		3,441.06
07230	STANDARD & POOR'S FINANCIAL SE							
I-11300853	2016 BONDS COST OF ISSUANCE	R	1/29/2016	9,500.00		053484		9,500.00
02820	STATE TREASURER							
I-01292016	2016 BONDS COST OF ISSUANCE	R	1/29/2016	2,511.25		053485		2,511.25
04585	SUMMIT SUPPLY CORPORATION							
I-77920	PLAYGRND EQUIP:INFANT SEAT(4)	R	1/29/2016	685.88		053486		685.88
1	TRACY JONES							
I-JONES 1/16	TRACY JONES:	R	1/29/2016	120.00		053487		120.00
03010	U S POST OFFICE							
I-1292016	REPLENISH BULK MAILING ACCT	R	1/29/2016	1,800.00		053488		1,800.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	149	505,460.63	0.00	505,435.13
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	4,873.84	0.00	4,873.84
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	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 99 TOTALS:	150	510,334.47	0.00	510,308.97
BANK: 99 TOTALS:	150	510,334.47	0.00	510,308.97

VENDOR SET: 01 City of Hesston
 BANK: PR Payroll Accounts Payable
 DATE RANGE: 1/01/2016 THRU 1/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00485	CITIZENS STATE BANK							
I-T1 01032016	FEDERAL WITHHOLDING TAX	D	1/08/2016	8,617.17		000000		
I-T3 01032016	FICA W/H TAX	D	1/08/2016	9,649.78		000000		
I-T4 01032016	MEDICARE W/H TAX	D	1/08/2016	2,256.80		000000		20,523.75
00485	CITIZENS STATE BANK							
I-T1 1172016	FEDERAL WITHHOLDING TAX	D	1/22/2016	7,280.12		000000		
I-T3 1172016	FICA W/H TAX	D	1/22/2016	9,227.20		000000		
I-T4 1172016	MEDICARE W/H TAX	D	1/22/2016	2,158.00		000000		18,665.32
01355	I.C.M.A.							
I-37 01032016	EMPLOYEE RETIREMENT	D	1/08/2016	1,455.00		000000		
I-37101032016	EMPLOYEE RETIREMENT	D	1/08/2016	268.59		000000		
I-37201032016	ICMA - 2.5% CONT	D	1/08/2016	175.71		000000		
I-37301032016	ICMA - 3%	D	1/08/2016	804.26		000000		2,703.56
01355	I.C.M.A.							
I-37 1172016	EMPLOYEE RETIREMENT	D	1/22/2016	1,455.00		000000		
I-3711172016	EMPLOYEE RETIREMENT	D	1/22/2016	321.22		000000		
I-3721172016	ICMA - 2.5% CONT	D	1/22/2016	177.02		000000		
I-3731172016	ICMA - 3%	D	1/22/2016	824.70		000000		2,777.94
01615	KPERS							
I-31 01032016	KPERS	D	1/08/2016	6,764.80		000000		
I-31201032016	KPERS-TR2	D	1/08/2016	2,388.54		000000		
I-31301032016	KPERS-TR3	D	1/08/2016	1,000.02		000000		
I-31I01032016	K-INSUR.MORATORIUM	D	1/08/2016	668.89		000000		
I-31K01032016	KPERS-RETIREE	D	1/08/2016	949.61		000000		11,771.86
01615	KPERS							
I-31 1172016	KPERS	D	1/22/2016	7,296.53		000000		
I-3121172016	KPERS-TR2	D	1/22/2016	2,371.26		000000		
I-3131172016	KPERS-TR3	D	1/22/2016	1,006.03		000000		
I-31I1172016	K-INSUR.MORATORIUM	D	1/22/2016	703.45		000000		
I-31L01032016	KPERS OPTIONAL LIFE INS	D	1/22/2016	248.90		000000		11,626.17
01620	KANSAS WITHHOLDING TAX							
I-T2 01032016	KANSAS STATE W/H TAX	D	1/08/2016	2,783.06		000000		2,783.06
01620	KANSAS WITHHOLDING TAX							
I-T2 1172016	KANSAS STATE W/H TAX	D	1/22/2016	2,563.59		000000		2,563.59
05605	AFLAC							
I-40 01032016	AFLAC	R	1/22/2016	164.45		053403		
I-40 1172016	AFLAC	R	1/22/2016	164.45		053403		
I-41 01032016	AFLAC	R	1/22/2016	64.06		053403		
I-41 1172016	AFLAC	R	1/22/2016	64.06		053403		
I-41201032016	AFLAC EMPLOYER PAID	R	1/22/2016	28.56		053403		
I-4121172016	AFLAC EMPLOYER PAID	R	1/22/2016	28.56		053403		514.14

VENDOR SET: 01 City of Hesston
 BANK: PR Payroll Accounts Payable
 DATE RANGE: 1/01/2016 THRU 1/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00525	COLONIAL LIFE							
I-33 01032016	COLONIAL LIFE INSURANCE	R	1/22/2016	17.63		053404		
I-33 1172016	COLONIAL LIFE INSURANCE	R	1/22/2016	17.63		053404		35.26
07185	LEGALSHIELD							
I-41301032016	LEGALSHIELD	R	1/22/2016	33.58		053405		
I-4131172016	LEGALSHIELD	R	1/22/2016	19.78		053405		53.36

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	602.76	0.00	602.76
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	73,415.25	0.00	73,415.25
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	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PR TOTALS:	11	74,018.01	0.00	74,018.01
BANK: PR TOTALS:	11	74,018.01	0.00	74,018.01
REPORT TOTALS:	162	584,326.98	0.00	584,326.98

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 1/01/2016 THRU 1/31/2016
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

CITY OF HESSTON



MONTHLY FINANCIAL STATEMENT

**For the First Month Ended
January 31, 2016**

CITY OF HESSTON

Monthly Financial Statement For the First Month Ended January 31, 2016

EXECUTIVE SUMMARY

Pooled Cash and Debt (Exhibit I) – The City's total pooled cash position is approximately \$10.2 million. The City's debt of \$10.4 million is made up of four G.O. Bonds that are paid primarily through special assessments, one PBC Bond for the library building, the 26 acre land purchase, and a revolving loan for the Wastewater Treatment Plant Improvement Project. The temporary notes for West Embers IV and Prairie Lakes were paid off in January.

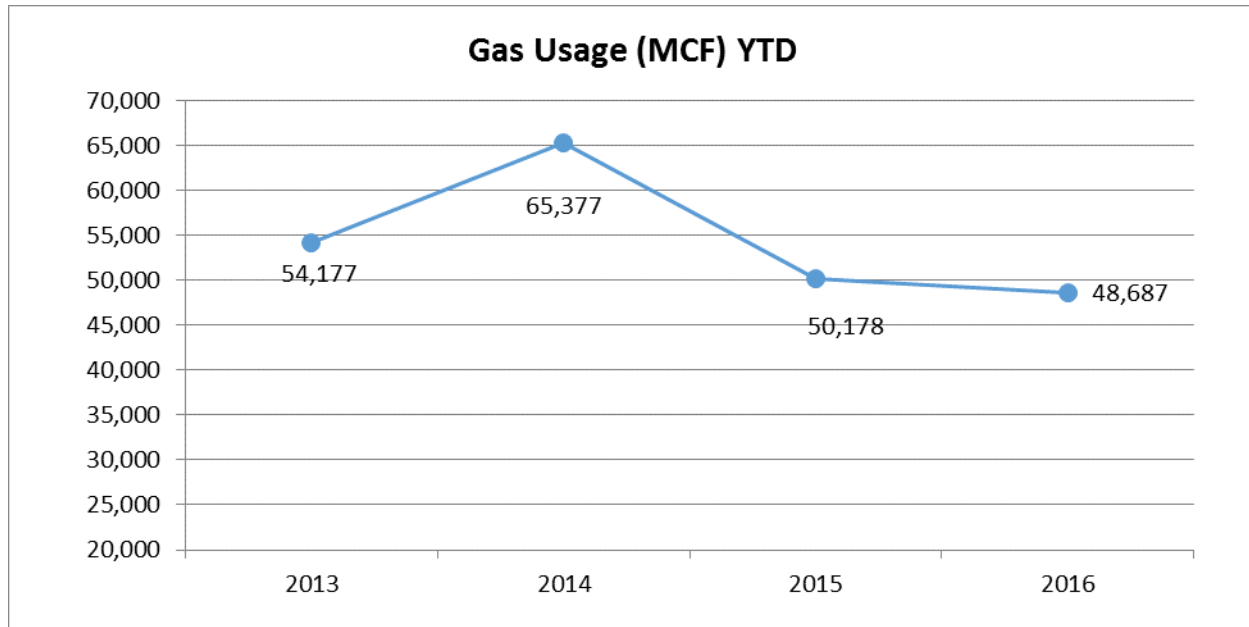
General Obligation Bonds	6,760,000
PBC Bonds	715,000
Temporary Notes	-
Lease Purchase Agreements	146,221
WWTP Loan	2,876,021
TOTAL INDEBTEDNESS	10,497,242

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

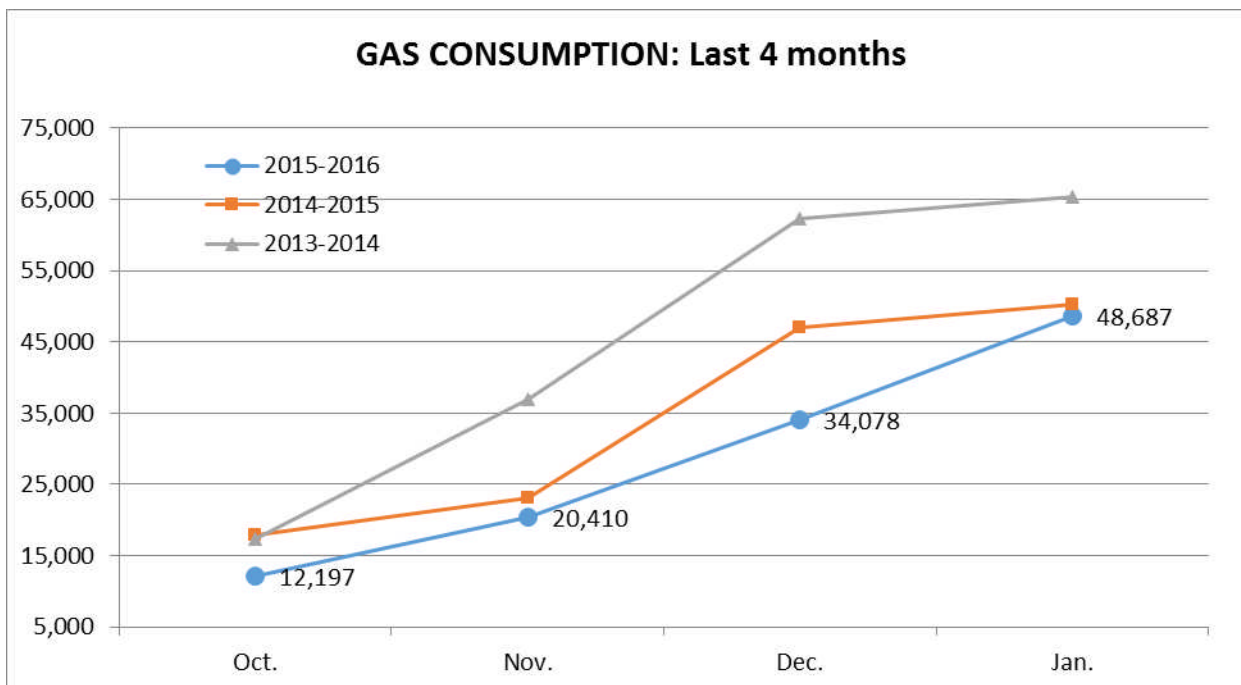
General Fund (Exhibit II) – The General Fund shows the first and largest distribution of property taxes from the County for the year.

Golf Fund (Exhibit III) – The Golf Fund is showing annual memberships and annual cart fees collected for the 2016 season.

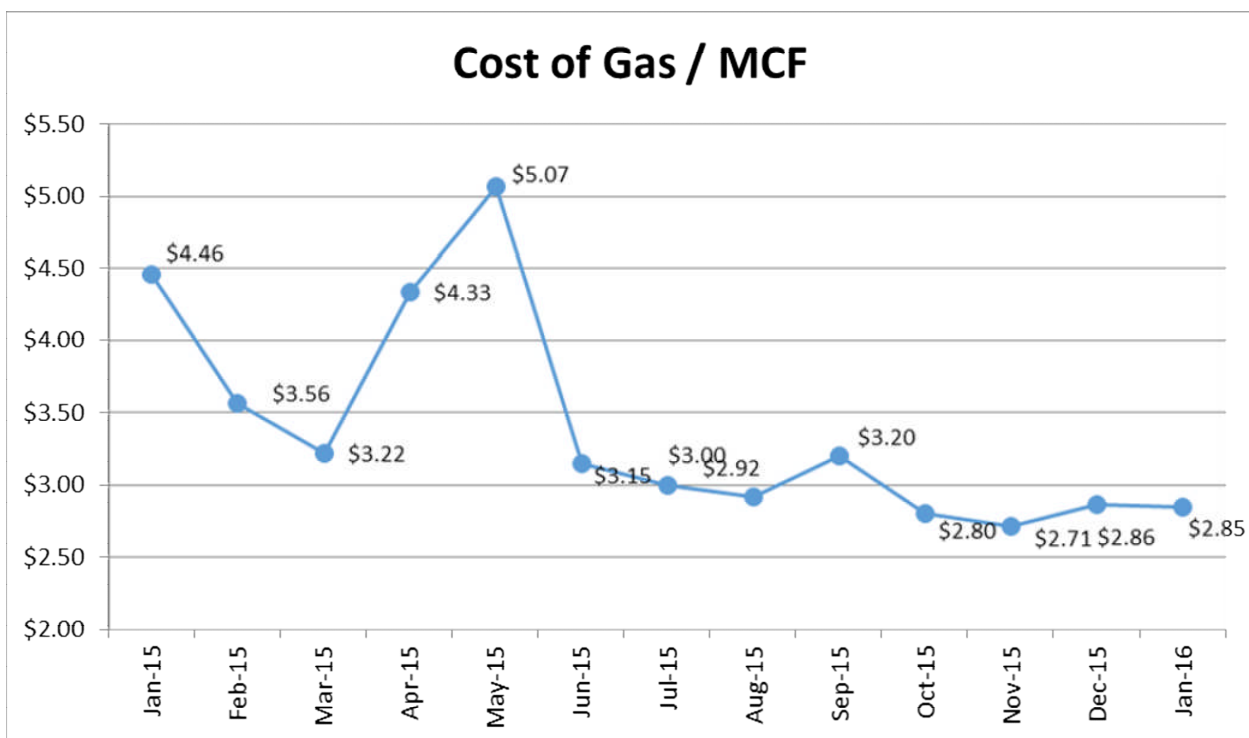
Utility Operations (Exhibit V - VIII) – The graph below shows gas usage compared against the same period over the last 3 years.



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.



The following graph shows the cost of gas per MCF over the last year:



Revolving Loan (Exhibit IX) – The City has five active revolving loans. The fund has a balance of \$68,387 available for new loans.

**CITY OF HESSTON
POOLED CASH
As of January 31, 2016**

FUND	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
01 - General	1,598,901.48	323,083	1,921,984.41
02 - Library	2,095.85	(9,891)	(7,795.30)
03 - Library Maintenance	22,778.90	0	22,778.90
04 - Special Street & Highway	305,790.21	22,353	328,143.27
06 - Golf	(36,403.89)	26,428	(9,975.56)
07 - Ambulance (EMS)	155,717.72	(8,719)	146,998.42
08 - Community Service Program	41,389.44	9,906	51,295.71
09 - Bond & Interest	164,728.40	81,416	246,144.52
12 - Utility	4,872,007.98	54,426	4,926,434.21
13 - Utility Maintenance Reserve	956,046.84	(15,564)	940,483.32
27 - Construction	116,151.25	408,507	524,658.22
30 - Capital Improvement	283,449.12	(1,250)	282,199.12
31 - Transient Guest Tax	0.00	0	0.00
33 - Economic Development	57,684.69	(910)	56,774.69
34 - Golf Maintenance Reserve	8,796.60	(4,445)	4,351.60
38 - Special Law Enforcement	460.56	0	460.56
42 - Fire Equipment Tax	209,035.68	22,192	231,227.99
45 - Equipment Reserve	476,172.39	0	476,172.39
46 - Special Parks	1,232.56	0	1,232.56
47 - Utility Deposits	61,381.02	1,101	62,481.67
48 - Gift Certificates (Golf)	3,189.52	(59)	3,130.57
50 - Revolving Loan Fund	65,092.77	3,294	68,386.63
55 - PBC	1,060.00	0	1,060.00
TOTAL CLAIM ON CASH	<u>9,366,759</u>	<u>911,869</u>	<u>10,278,628</u>

**EXPENSE COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016**

FUND	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
01 - General	2,048,341	132,461	132,461	6.5%	1,915,880
02 - Library	203,518	93,186	93,186	45.8%	110,332
03 - Library Maintenance		0	0		
04 - Special Street & Highway	193,000	2,200	2,200	1.1%	190,800
06 - Golf	517,262	22,373	22,373	4.3%	494,889
07 - Ambulance (EMS)	410,941	20,428	20,428	5.0%	390,513
08 - Community Service Program	20,000	0	0	0.0%	20,000
09 - Bond & Interest	511,405	151,129	151,129	29.6%	360,276
12 - Utility	4,513,591	250,841	250,841	5.6%	4,262,750
13 - Utility Maintenance Reserve		15,564	15,564		
27 - Construction		1,372,173	1,372,173		
30 - Capital Improvement		1,250	1,250		
31 - Transient Guest Tax	42,500	13,460	13,460		29,040
33 - Economic Development	21,550	830	830	3.9%	20,720
34 - Golf Maintenance Reserve		0	0		
38 - Special Law Enforcement		0	0		
42 - Fire Equipment Tax	140,662	0	0	0.0%	140,662
45 - Equipment Reserve		0	0		
46 - Special Parks	486	0	0	0.0%	486
50 - Revolving Loan Fund		0	0		
55 - PBC (Library Bldg. Payment)	65,203	0	0	0.0%	65,203
TOTAL EXPENSES	<u>8,688,459</u>	<u>2,075,895</u>	<u>2,075,895</u>	<u>7.8%</u>	<u>8,001,551</u>

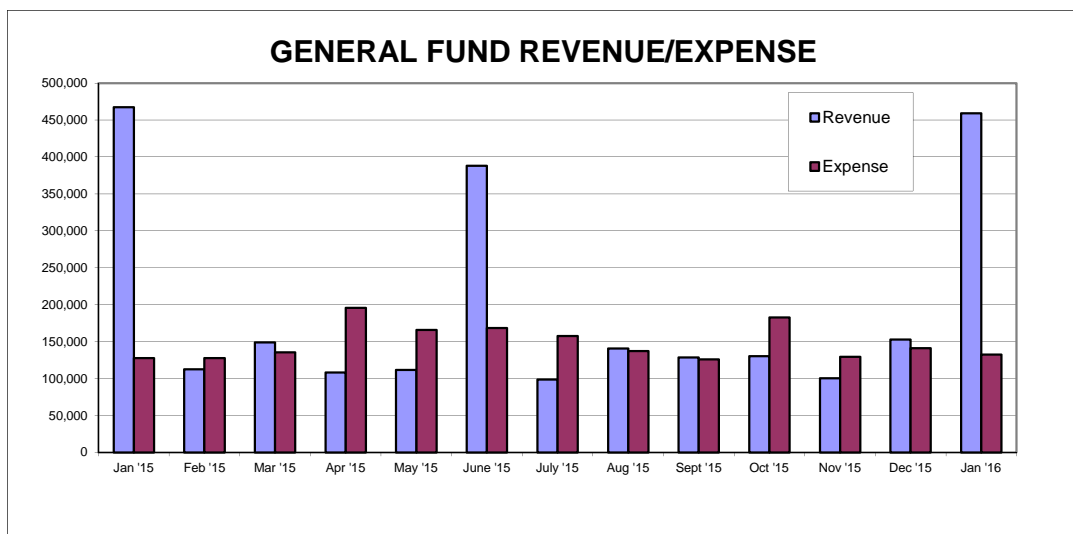
Standard 8.3%

**INDEBTEDNESS
As of January 31, 2016**

General Obligation Bonds	6,760,000
PBC Bonds	715,000
Temporary Notes	-
Lease Purchase Agreements	146,221
WWTP Loan	2,876,021
TOTAL INDEBTEDNESS	<u>10,497,242</u>

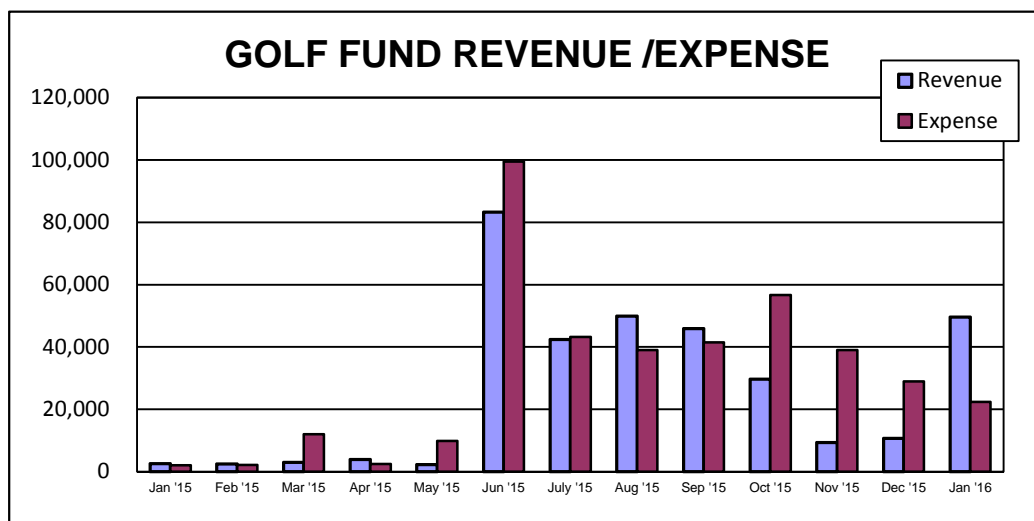
CITY OF HESSTON
GENERAL FUND COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Property Tax	709,330	364,887	364,887	51.4%	344,443
Motor Vehicle Taxes	99,044	5,119	5,119	5.2%	93,925
Local Sales Tax	650,000	31,334	31,334	4.8%	618,666
Franchise Taxes	425,000	28,326	28,326	6.7%	396,674
Court Fees & Costs	39,050	3,597	3,597	9.2%	35,453
Interest on Investments	3,000	1,610	1,610	53.7%	1,390
Lease Revenue	53,250	4,250	4,250	8.0%	49,000
Fees	30,250	2,504	2,504	8.3%	27,747
Miscellaneous Income	18,575	15,519	15,519	83.5%	3,056
Reimbursements	84,500	1,744	1,744	2.1%	82,756
Intra Fund Transfers	50,000	0	0	0.0%	50,000
TOTAL REVENUE	2,161,999	458,890	458,890	21.2%	1,703,109
EXPENDITURES:					
Administration	133,748	8,085	8,085	6.0%	125,663
Police	706,544	52,200	52,200	7.4%	654,344
Street	348,401	26,491	26,491	7.6%	321,910
Fire	162,205	13,402	13,402	8.3%	148,803
Parks	234,215	14,039	14,039	6.0%	220,176
Municipal Court	38,900	3,580	3,580	9.2%	35,320
Lease Purchase	25,500	0	0	0.0%	25,500
Transfers	165,203	0	0	0.0%	165,203
Other Expenses	233,625	14,664	14,664	6.3%	218,961
TOTAL EXPENSES	2,048,341	132,461	132,461	6.5%	1,915,880
NET GAIN/(LOSS)	113,658	326,429	326,429		(212,771)



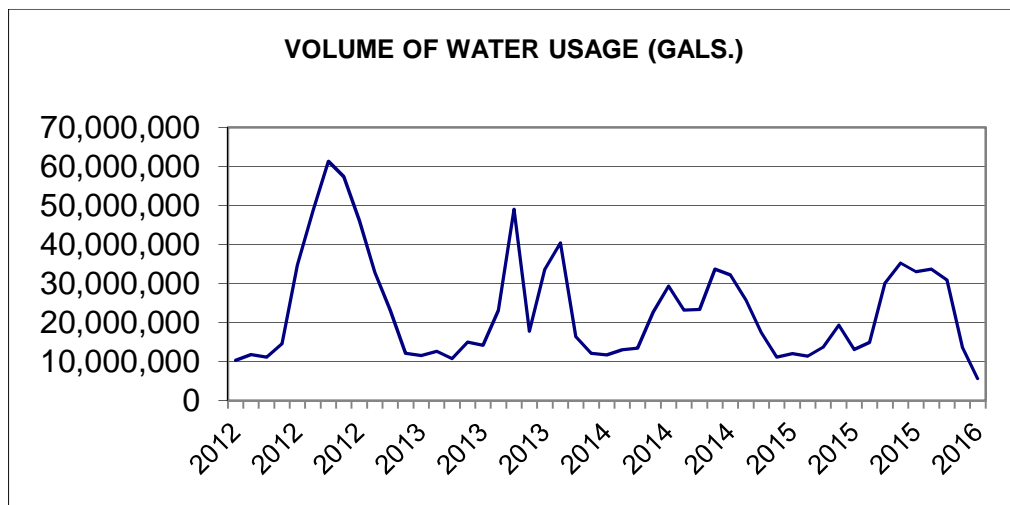
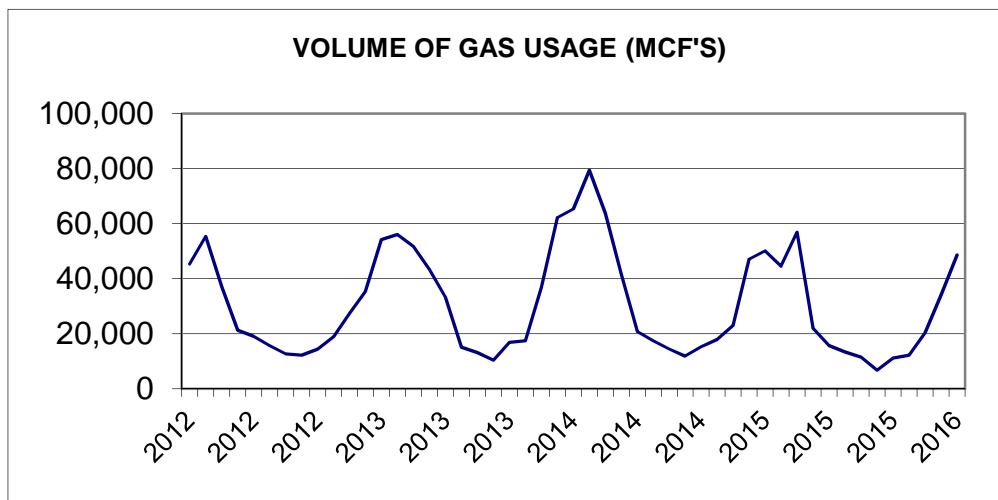
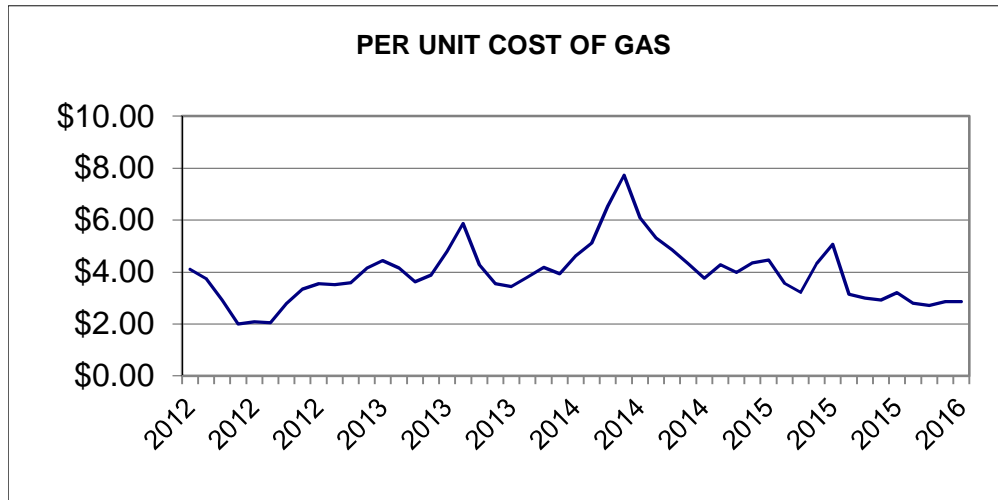
CITY OF HESSTON
GOLF FUND COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Payment on Account	0	0	0	0.0%	0
Green Fees	141,441	1,334	1,334	0.9%	140,107
Golf Cart Fee	74,924	15,217	15,217	20.3%	59,707
Practice Facility	6,098	2,741	2,741	44.9%	3,358
Miscellaneous	774	34	34	4.4%	740
Tournament Fees	80,238	0	0	0.0%	80,238
Membership Fees	60,000	28,154	28,154	46.9%	31,846
Concessions	48,400	1,295	1,295	2.7%	47,105
Golf Shop Sales	65,512	543	543	0.8%	64,969
Reimbursements	0	285	285	0.0%	(285)
TOTAL REVENUE	477,387	49,602	49,602	10.4%	427,785
EXPENDITURES:					
Personnel	268,678	12,884	12,884	4.8%	255,794
Contractual Services	99,425	6,683	6,683	6.7%	92,742
Commodities	149,159	2,439	2,439	1.6%	146,720
Capital Outlay	0	368	368	0.0%	(368)
Reimbursement	0	0	0	0.0%	0
TOTAL EXPENDITURES	517,262	22,373	22,373	4.3%	494,889
Net Bef. Franchise Fees	(39,875)	27,228	27,228		(67,103)
Add: Franchise Fees	40,000	0	0		40,000
NET GAIN/(LOSS)	125	27,228	27,228	0.0%	(27,103)



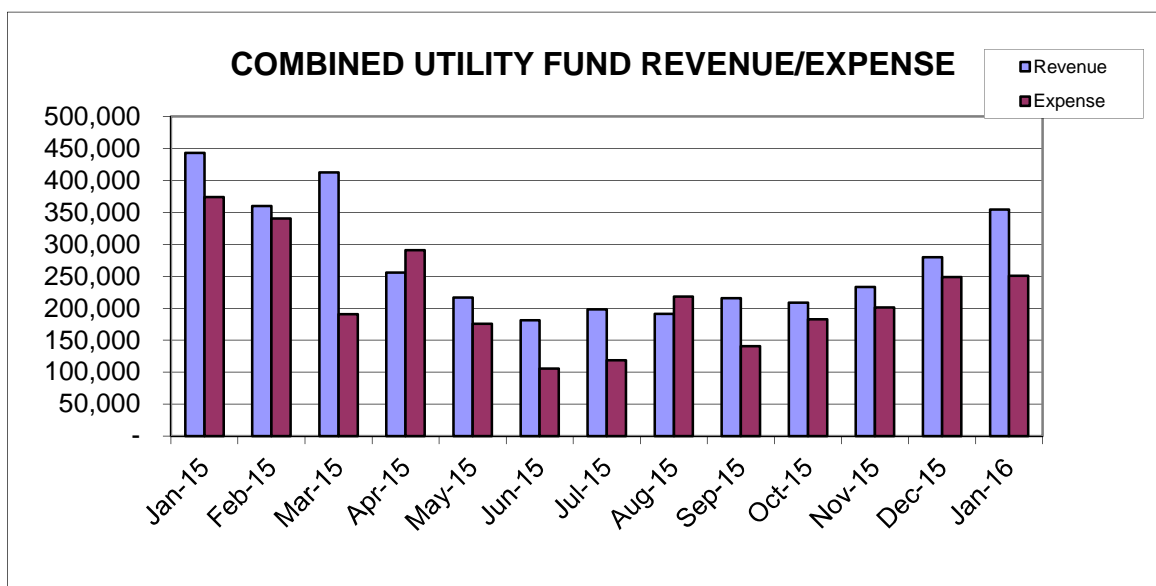
HISTORICAL UTILITY INFORMATION

As of January 31, 2016



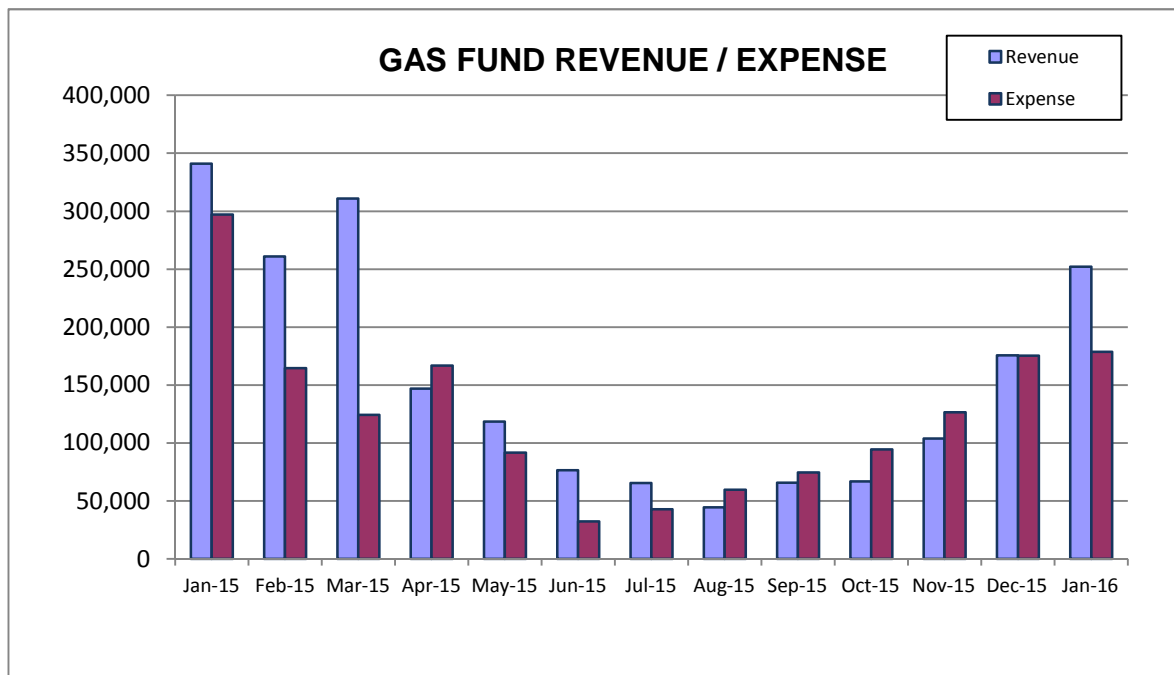
CITY OF HESSTON
COMBINED UTILITY FUND COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<u>GAS</u>					
Revenue	2,512,000	252,055	252,055	10.0%	2,259,945
Expenditures	2,674,299	178,751	178,751	6.7%	2,495,548
NET GAIN/(LOSS)	(162,299)	73,304	73,304	-45.2%	(235,603)
<u>WATER</u>					
Revenue	736,795	16,986	16,986	2.3%	719,809
Expenditures	917,517	37,436	37,436	4.1%	880,081
NET GAIN/(LOSS)	(180,722)	(20,450)	(20,450)	11.3%	(160,272)
<u>SEWER</u>					
Revenue	742,533	69,194	69,194	9.3%	673,339
Expenditures	733,560	20,966	20,966	2.9%	712,594
NET GAIN/(LOSS)	8,973	48,227	48,227	537.5%	(39,254)
<u>REFUSE</u>					
Revenue	199,063	16,195	16,195	8.1%	182,868
Expenditures	188,215	13,688	13,688	7.3%	174,527
NET GAIN/(LOSS)	10,848	2,507	2,507	23.1%	8,341
<u>COMBINED FUND</u>					
Revenue	4,190,391	354,429	354,429	8.5%	3,835,962
Expenditures	4,513,591	250,841	250,841	5.6%	4,262,750
NET GAIN/(LOSS)	(323,200)	103,588	103,588	-32.1%	(426,788)



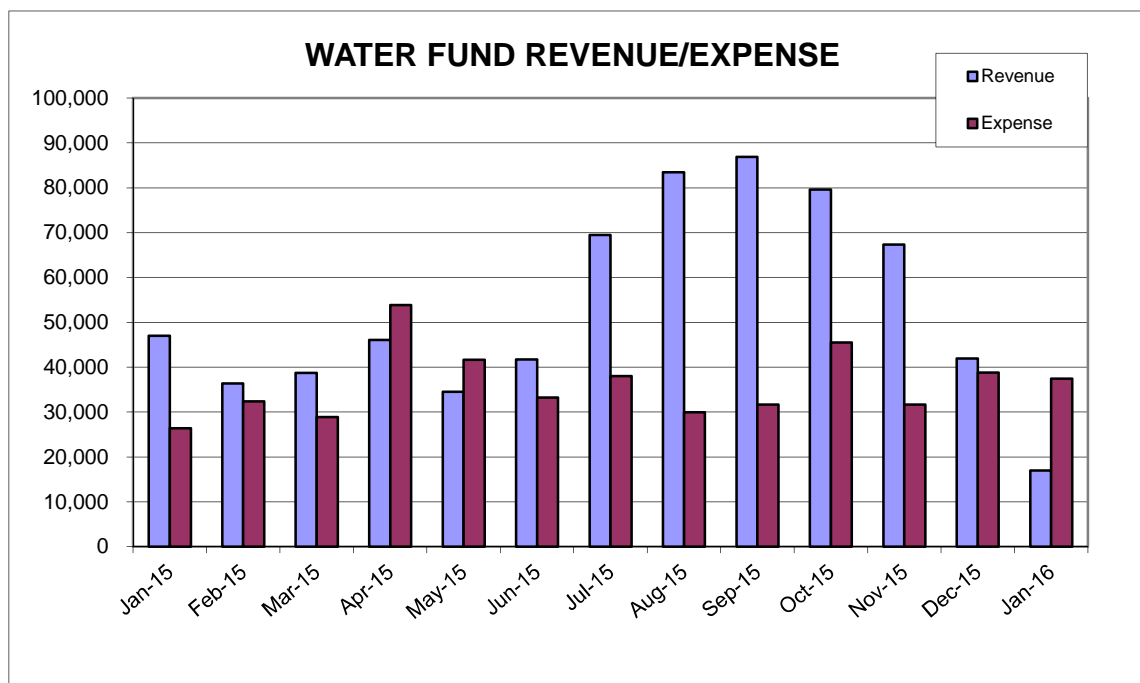
CITY OF HESSTON
GAS COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Gas Fees & Sales	2,512,000	252,055	252,055	10.0%	2,259,945
Less: Gas Purchases	1,700,000	151,228	151,228	8.9%	1,548,772
NET GAS MARGIN	812,000	100,827	100,827	12.4%	711,173
EXPENDITURES:					
Personnel	289,749	23,242	23,242	8.0%	266,507
Contractual	42,050	3,160	3,160	7.5%	38,890
Commodities	30,500	1,120	1,120	3.7%	29,380
Capital Outlay	17,000	0	0	0.0%	17,000
Reimbursements	0	0	0	0.0%	0
Transfers	595,000	0	0	0.0%	595,000
TOTAL EXPENDITURES	974,299	27,523	27,523	2.8%	946,776
NET GAIN/(LOSS)	(162,299)	73,304	73,304	-221.4%	(235,603)



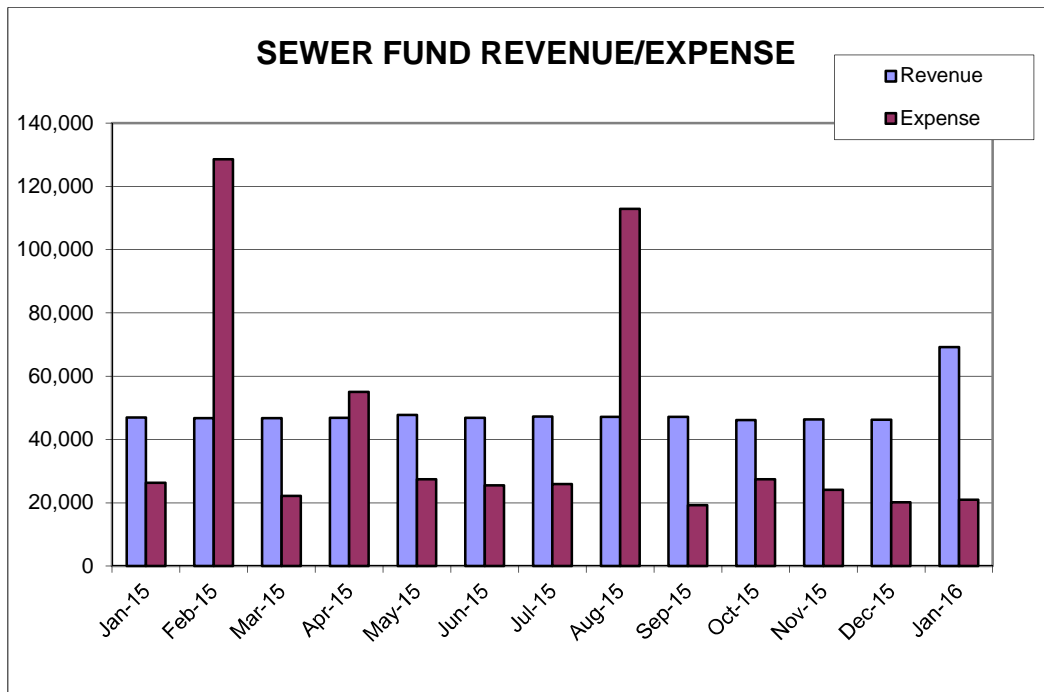
CITY OF HESSTON
WATER COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Water Fees & Sales	736,795	16,986	16,986	2.3%	719,809
EXPENDITURES:					
Personnel	291,482	23,121	23,121	7.9%	268,361
Contractual	115,300	9,962	9,962	8.6%	105,338
Commodities	52,250	4,354	4,354	8.3%	47,897
Capital Outlay	20,000	0	0	0.0%	20,000
Reimbursements	0	0	0	0.0%	0
Transfers	438,485	0	0	0.0%	438,485
TOTAL EXPENDITURES	917,517	37,436	37,436	4.1%	880,081
NET GAIN/(LOSS)	(180,722)	(20,450)	(20,450)	883.7%	(160,272)



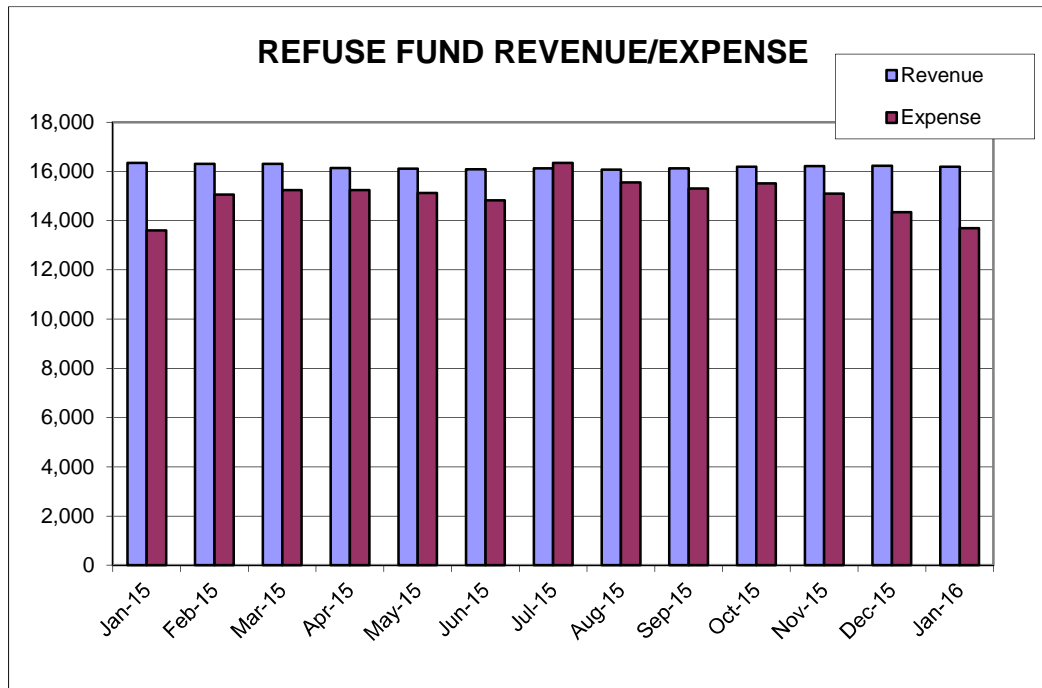
CITY OF HESSTON
SEWER COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Sewer Fees & Sales	742,533	69,194	69,194	9.3%	673,339
EXPENDITURES:					
Personnel	187,823	14,191	14,191	7.6%	173,632
Contractual	113,700	6,420	6,420	5.6%	107,280
Commodities	21,250	355	355	1.7%	20,895
Capital Outlay	210,787	0	0	0.0%	210,787
Reimbursements	0	0	0	0.0%	0
Transfers	200,000	0	0	0.0%	200,000
TOAL EXPENDITURES	733,560	20,966	20,966	2.9%	712,594
NET GAIN/(LOSS)	8,973	48,227	48,227	537.5%	(39,254)



CITY OF HESSTON
REFUSE COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Refuse Fees & Sales	199,063	16,195	16,195	8.1%	182,868
EXPENDITURES:					
Contractual	188,215	13,688	13,688	7.3%	174,527
Transfers	0	0	0	0.0%	0
TOAL EXPENDITURES	188,215	13,688	13,688	7.3%	174,527
NET GAIN/(LOSS)	10,848	2,507	2,507	23.1%	8,341



CITY OF HESSTON
ECONOMIC DEVELOPMENT COMPARISON OF ACTUAL TO BUDGET
For the First Month Ended January 31, 2016

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
REVENUE:					
Transfer From Utilities	25,000	0	0	0.0%	25,000
TOTAL REVENUE	25,000	0	0	0.0%	25,000
EXPENDITURES:					
Contractual Services*	19,800	750	750	3.8%	19,050
Commodities (33-501-315)	1,750	80	80	4.6%	1,670
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
TOTAL EXPENDITURES	21,550	830	830	3.9%	20,720
NET GAIN / (DEFICIT)	3,450	(830)	(830)		4,280

* 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)

HOUSING INCENTIVE PROGRAM (33-501-220)	15,000	0	0	0.0%	15,000
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Note: Housing Incentive Program activity includes incentives paid as well as those committed, but unpaid.

REVOLVING LOAN PROGRAM
As of January 31, 2016

ACCOUNT	BALANCE 1/1/16	CURRENT MONTH	YTD TOTAL	BALANCE YTD
Panda Kitchen	7,097	276	276	6,821
Ledford Hospitality	160,487	940	940	159,547
Skoops	38,372	453	453	37,920
Hesston Hospitality '12	24,729	291	291	24,438
Weaver Grocers	108,668	887	887	107,780
TOTAL	339,353	2,847	2,847	336,506
Available Funds	68,387			

Regular Meeting - HPL Board of Trustees

Thursday, January 21, 2015 at 5:30 pm

Hesston Public Library, 300 N. Main

AGENDA

Library trustees: Erik Lange, Kevin Wilder, Nova Latta, Sriram Jagannathan, Dave Osborne, Juan Gomez, Ruth Hartzler
Libby Albers, Director

5:34pm meeting called to order

1. December Minutes: Kevin motion to approve, Ruth seconded, all approved.

2. Treasurer's Report

***Annual report draft** - not reflected is the amount of programming. In 2014, 163 program/2195 attendees versus in 2015, 190 programs/5615 attendees. These are conservative numbers. Rise in programming includes the tornado anniversary activities, the teen advisory group, night time story time, and community read.*

- a. Monthly Financial Report
- b. Grant Updates
- c. Budget Updates - on 1/21, the city transferred the January Distribution of \$93,158.69. \$10k was moved into the Capital fund at the end of December 2015
- d. Fundraising - is the Library's year to assist with the Lions Club Pancake Feed? - Not our year but coming up.

3. Solar Project Update - close to being turned on

4. Staffing

- a. Thursday night/Saturday staff changes -
- b. Custodian position - Janice Peters resignation - open position
- c. Libby's final semester of graduate school -

5. Volunteers: 533.5 hours contributed NOT counting all of Leo's book repair efforts - thank you to volunteers in the newspaper

6. Programming update

- a. Wrap-up from ComiCon - 250 attendees
- b. Tech Time with Tyler
- c. Teen Advisory Group - new time
- d. Guys Read

7. Librarian's Report

a. Calendar:

January 27: Application for WaterWays exhibition due

February 1: Annual State Report due: *Completed and submitted 1/21/2016.*

February 18: Board Meeting

February 20: Inclement Weather backup for Jeni McCormick's wedding

b. Programs:

Wednesdays at 10:30AM: Preschool Story time

Saturdays from 10-Noon: Tech Time with Tyler

January 25: Guy's Read @ 7 PM

January 28: Teen Advisory Group 7 PM

February 8: Final Pajama Nights Story time @ 7 PM

February 25: Parents As Teachers program @ 6:30 PM

8. Other Items

- a. Thank you from patron
- b. Featured in the Kansas Explorer Club newsletter
- c. Need to designate another Board member to sign checks now that Michele is off the account - Ruth Hartzler
- d. Plan to have 30 extra minutes in February to discuss the strategic.

6:26 - to executive session

6:39 - meeting adjourned

Next meeting: 5:30 PM, February 18, 2016

Hesston Area Economic Development Corporation

Regular Meeting Minutes—January 19, 2016

7:00 a.m., City Council Room

Present

Mark Landes, Anthony Swartzendruber, Ben Proctor, Jason Jones, Bob Mullet, Zach Phillips and Becky Galloway. Also present: Gary Emry

Absent

Susan Swartzendruber and Richard Drake

Mark Landes opened the meeting at 7:00 a.m. and asked for a motion to approve the minutes from the December 1 meeting. Zach Phillips motioned for approval, Anthony Swartzendruber seconded and motion carried 7-0.

Housing Assessment

Susan Swartzendruber, Richard Drake, Bob Mullet, Zach and Anthony were appointed to the committee that will study the city's housing incentive program.

Partnership Program with Harvey County EDC

Mark, Jason Jones, Ben Proctor, Gary Emry and Becky Galloway were appointed to the committee that will work with potential businesses looking to locate in Hesston.

By- Laws

Mark and Zach will work on the By-law revisions.

Community Update

Adjournment

At 7:58 a.m. Jason Jones moved to adjourn the meeting. Bob seconded. Motion carried 7-0.

Next meeting date

Tuesday, March 15, 2016

Hesston Recreation Board Meeting

Date 1/18/2016 Time 4:30

Regular meeting – HRCE Conference Room

Present: Derek Roth, Lee Birch and Pat Lewis

Absent: Chad Fuqua and Becky Tozier

Pat called the meeting to order

Lee moved to adopt the agenda. Derek seconded. Motion passed 3-0

Derek moved to approve the minutes. Lee seconded. Motion passed 3-0

Brad gave his director's report

- a. Ad Hoc Meeting Jan 15
- b. Basketball tournament Jan 30th
- c. K-2 basketball camp/ 81 participants
- d. Indoor Soccer-128 participants
- e. Brad is considering a youth council
- f. Bowling – 32 participants
- g. Free throw contest Jan 26th
- h. Brad presented bids for disc golf equipment for the interstate park
- i. Meeting with KDWP about interstate pond
- j. Feb 22nd We will have a joint meeting with BOE and City Council

Brad gave a budget report

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

Meeting was adjourned at 4:54

Report by Lee Birch- Secretary

**HESSTON
BUILDING PERMITS
2016**

DATE	ADDRESS	OWNER	CONTRACTOR	RESIDENT COST	BUSINESS COST	PERMIT #
01/04/2016	300 N. MAIN SOLAR ELEC. SYSTEM	HESSTON PUBLIC LIBRAI Other	HUFF ELECTRIC		3,250	16-2680
01/04/2016	81 HWY / MAIN SIGN	CITIZENS STATE BANK Other	MIRACLE SIGNS		40,000	16-2681
01/04/2016	425 N. WEAVER BASEMENT REMODEL	P. HOLMAN Remodel Residential	SELF	10,000		16-2682
01/18/2016	216 E. KNOTT BASEMENT REPAIR, RE	M. HASTINGS Remodel Residential	SELF	15,000		16-2683
01/29/2016	617 RANDOM RD. REROOF	B. CORRELL Other	ROOFING SERVICES	10,000		16-2684
01/29/2016	1312 WESTOVER LANE SPEC. HOUSE	MENNONITE HOUSING New Residential	SELF	120,000		16-2685

BUILDING PERMITS ISSUED BY MONTH								
HESSTON 2016								
Type of Permit	Jan-16 # Permits	Jan-16 Total Val.	Feb-16 # Permits	Feb-16 Total Val.	Mar-16 # Permits	Mar-16 Total Val.	Apr-16 # Permits	Apr-16 Total Val.
New Residential	1	120,000						
Remodel Residential	2	25,000						
New Institutional								
Remodel Institutional								
New Business								
Remodel Business								
Additon to Business								
Demolish								
Move In								
Residential Garage								
Other	3	53,250						
Total	6	198,250	0	0	0	0	0	0
Type of Permit	May-16 # Permits	May-16 Total Val.	Jun-16 # Permits	Jun-16 Total Val.	Jul-16 # Permits	Jul-16 Total Val.	Aug-16 # Permits	Aug-16 Total Val.
New Residential								
Remodel Residential								
New Institutional								
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage								
Other								
Total	0	0	0	0	0	0	0	0
Type of Permit	Sep-16 # Permits	Sep-16 Total Val.	Oct-16 # Permits	Oct-16 Total Val.	Nov-16 # Permits	Nov-16 Total Val.	Dec-16 # Permits	Dec-16 Total Val.
New Residential								
Remodel Residential								
New Institutional								
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage								
Other								
Total	0	0	0	0	0	0	0	0

2016 Year to Date Building Permit Totals

<u>Type of Permit</u>	<u>YTD Total # Permits</u>	<u>YTD Total Val.</u>
New Residential	1	120,000
Remodel Residential	2	25,000
New Institutional	0	0
Remodel Institutional	0	0
New Business	0	0
Remodel Business	0	0
Addition to Business	0	0
Demolish	0	0
Move In	0	0
Residential Garage	0	0
Other	3	53,250
Total	6	\$198,250



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Resolution No. 1135 – Establishing and defining the city limits and boundaries of the City of Hesston

Recommendation: Approve the Resolution

Background Information:

Briefed by: City Administrator Gary Emry

Summary: The City is required by statute to pass a resolution in December of each year in which changes or annexations have occurred in the city boundaries. The last such resolution to update the boundaries was adopted in December 2013. The new resolution will incorporate the two tracts on the west side of town that were annexed in December 2015.

Financial Impact: None

Source of Funds: N/A

Attachments:

Resolution No. 1135

Boundary Map

RESOLUTION NUMBER # 1135

A RESOLUTION OF THE CITY OF HESSTON ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF HESSTON, KANSAS

WHEREAS the Governing Body of the City of Hesston, Kansas desires to declare the entire boundary of the City of Hesston, Kansas in accordance with K.S.A. § 12-517 to reflecting annexations approved prior to December 31, 2015.

BE IT RESOLVED by the Governing Body of the City of Hesston, Kansas:

Section 1. That the following parcels, pieces and tracts of land be and they are hereby included and brought within the Corporate Limits of the City of Hesston, Kansas. That hereafter and until altered and changed in accordance with the law, the City Limits and the entire boundaries of the City of Hesston, Kansas are hereby defined, ordained and determined to be as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section Twenty-two (22), Township Twenty-Two (22) South, Range One (1) West of the Sixth Principal Meridian, Harvey County, Kansas: Thence South along the West line of said Northwest Quarter 1324.44 feet to the point of beginning;

Thence South along the West line of said Northwest Quarter 1325.48 feet;

Thence East parallel with the North line of said Northwest Quarter 1884.0 feet;

Thence North parallel with the West line of said Northwest Quarter 968.24 feet;

Thence East 165.00 feet;

Thence North 310 feet;

Thence West 165 feet:

Thence North parallel with the West line of said Northwest Quarter 1032.77 feet to the Southwesterly right-of-way of the Old U.S. Highway 81;

Thence Northwesterly along said highway right-of-way 359.23 feet to the North line of the said Northwest Quarter;

Thence East along North line of said Northwest Quarter to the Northeasterly Union Pacific right-of-way line;

Thence Southeasterly 80 feet along the Union Pacific right-of-way line;

Thence East parallel with the North line of said Northwest Quarter to the centerline of the Middle Emma Creek;

Thence North along the centerline of Middle Emma Creek to a point 30 feet south of the South line of Southwest Quarter of Section Fifteen (15), Township Twenty-Two (22) South, Range One (1) West of the Sixth Principal Meridian, Harvey County, Kansas;

Thence East parallel with said south line to the easterly right of way of Hoover Road;

Thence North 30 feet to the South line of the Southwest Quarter of the Section 14;

Thence East to a point 2059.50 feet east of the Southwest Quarter of said Section 14;

Thence Northwesterly along the westerly right of way of Highway I-135 2040.44 feet;

Thence Southwesterly 445.97 feet to a point 1305.15 feet North of the South line and 638.24 feet East of West line of the Southwest Quarter of Section 14;

Thence West 332.07 feet parallel with the South line of said Southwest Quarter;

Thence South 26.15 feet;

Thence West 256.17 feet parallel with the South line of said Quarter;

Thence South 645.97 feet along the West line of Southwest Quarter;

Thence West 450.52 feet parallel with the south line of Quarter to the east line of Block 3, Eastbrook Addition to Hesston, Kansas at a point 663.03 feet North of the South line of Section 15;

Thence West along said north line, 195.45 feet;

Thence North, parallel with the east line of said quarter, 376.89 feet;

Thence along a deflection angle to the left of 55 degrees, 585 feet;

Thence North, parallel with the east line of said quarter, 1145.22 feet;

Thence East, parallel with the north line of said quarter, 250 feet;

Thence along a deflection angle to the right of 24 degrees, 10 minutes, 800 feet;

Thence East, parallel with the north line of said quarter, 160 feet to the east right-of-way line of Hoover Road;

Thence North along said right-of-way line to a point on the Southerly right-of-way line of Interstate Highway 135;

Thence Northwesterly along said right-of-way line to a point on the South line of the Northeast Quarter of Section Fifteen (15);

Thence East along said South line to the Southeast Corner of said Northeast Quarter of Section Fifteen (15);

Thence North along the East line of said Northeast Quarter of Section Fifteen (15) to a point on the Northerly right-of-way line of Interstate Highway 135;

Thence North along the West line of the Northwest Quarter of Section 14 to a point that is 429.46 feet North of the Southwest corner of the Northwest Quarter of Section 14;

Thence Southeasterly to a point 414.93 East of the Southwest corner of the Northwest Quarter of Section 14;

Thence East along the South line of Southwest Quarter 1077.72 feet;

Thence North parallel with the West line of Northeast Quarter 660 feet;

Thence East parallel with the South line of Southwest Quarter to the East line of said Quarter;

Thence South 660 feet to the Southwest Corner of the Northeast Quarter;

Thence East on the South line of the Northeast Quarter to the Southeast Corner of said Quarter;

Thence North along the East line to Northeast corner of the South half of the Northeast Quarter of said Section 14;

Thence West along the North line of the South Half of the Northeast Quarter to the Southeast corner of the North Half the Northwest Quarter of said Section 14;

Thence North along the East line of the North Half of said Northwest Quarter to the Northeast Corner of the North Half of said Northwest Quarter;

Thence West to the a point 399 feet East of the Southwest corner of the West Half of the Southwest Quarter of Section Eleven (11);

Thence North 506 feet;

Thence West 399 feet;

Thence South along the West line of said Quarter Section to the Northeast corner of the Northeast Quarter of Section Fifteen (15);

Thence West to the West right of way of North Hoover Road;

Thence South parallel with the East line of said Northeast Quarter 1,258 feet;

Then North $84^{\circ}35'40''$ West a distance of 895 feet more or less to the Highway Right of Way for Interstate I-135;

Thence Northwesterly along said right-of-way line to its intersection with the easterly line of Cottonwood Grove Campground Addition;,

Thence Northerly along said easterly line 1429.95 feet to the south line of Section Ten (10);

Thence North 80 feet;

Thence West, parallel with the south line of said Section Ten (10), 1180.45 feet;

Thence along a deflection angle to the right of 8 degrees, 5 minutes 323.1 feet;

Thence along a deflection angle to the right of 36 degrees, 49 minutes, 359.6 feet;

Thence along a deflection angle to the left of 7 degrees, 9 minutes, 459.5 feet to the east line of the Southwest Quarter of said section;

Thence North along said east line, 1311.4 feet;

Thence West 1491.25 feet;

Thence along a deflection angle to the right of 45 degrees, 50 minutes, 933.05 feet to the north line of said quarter;

Thence West along said north line, 484.4 feet to the northwest corner of said quarter;

Thence North along West line of the Northwest Quarter of said Section 10 to the Southerly right-of-way line of Interstate Highway 135;

Then Northwesterly along said right-of-way line of Interstate Highway 135 to the North line of the Northeast Quarter of Section Nine (9);

Thence West along North line of the Northeast Quarter of Section Nine to the Northwest corner of the Northeast Quarter of Section Nine;

Thence South along West line of the Northeast Quarter of Section Nine to a point 800 feet North of the Southeast corner of the Northwest Quarter of Section Nine (9);

Thence West, parallel with the south line of the Northwest Quarter of said section to the west line of the Second Industrial Subdivision;

Thence South, parallel with the west line of Section Nine (9) to a point 715.6 feet north and 30 feet east of the southwest corner of the Northwest Quarter of said section;

Thence West, parallel with the south line of the Northeast Quarter of Section Eight (8), 655 feet;

Thence North, parallel with the east line of Section Eight (8), 357 feet;

Thence West, parallel with the south line of the Northeast Quarter of Section Eight (8), 1103 to the northeasterly right-of-way line of the Missouri and Pacific Railroad;

Thence Southeasterly along said right-of-way line to the south line of said quarter;

Thence East along said south line 431.39 feet to a point 30 feet west of the east line of said section;

Thence South, parallel with said east line, 359.21 feet to the northerly right-of-way line of the Missouri and Pacific Railroad;

Thence Southeasterly along said right-of-way line to a point 161.81 feet west of the southeast corner of the Southwest quarter of Section Nine (9);

Thence West along the south line of said quarter, 521.79 feet;

Thence along a deflection angle to the right of 90 degrees, 161.75 feet to the southwesterly right-of-way line of Harvey County Road 1892;

Thence Northwesterly along said right-of-way line 1063.09 feet;

Thence West 289.62 feet;

Thence South 939.04 feet to the south line of said quarter;

Thence West along said south line to the southeast corner of a tract recorded in deed Book 183 on Page 732 in the Register of Deeds Office of Harvey County, Kansas;

Thence North along the East line of said recorded tract to the Northeast corner of said recorded tract;

Thence West along said north line to a point on the west line of said Southwest quarter;

Thence North along the East line of the Southeast Quarter of Section 8 to a point that is 860' North of the Southeast corner of said Southeast Quarter;

Thence West 255' parallel with the South line of said quarter;

Thence South 25' parallel with the East line of said quarter;

Thence West 300' parallel with the south line of said quarter;

Thence North 25' parallel with the East line of said quarter;

Thence West 187.25' parallel with the south line of said quarter;

Thence Westerly 574.75' to a point on the West Line of the East Half (1/2) of the Southeast Quarter that is 820 ft. North of the Southwest corner of the East Half of said Southeast Quarter;

Thence South 820' to the Southwest corner of the East Half of the Southeast Quarter;

Thence West 160 feet,

Thence South 640 feet,

Thence West 170 feet,

Thence South 20 feet,

Thence Southeasterly 669.67 feet,

Thence East 1,625.33 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 17;

Thence South 331.87 feet to a point that is 1,656.35 feet South of the Northwest corner of the Northwest Quarter of Section 16;

Thence East 547.07 feet parallel with south quarter line of said quarter;

Thence South 2319.44 feet parallel with west line of said quarter to the South line of the North Half of the Southwest Quarter of Section 16;

Thence East 1448.39 feet along the south line of the North Half of said Southwest quarter;

Thence North to the southwest corner of Lot 1, Block 8 of Prairie Vista Addition;

Thence East along the south line of the Prairie Vista Addition, 183.2 feet;

Thence Southeasterly 1828.2 feet to the south line of the Southwest Quarter of said section;

Thence East along said south line, 200 feet to the southeast corner of said quarter;

Thence South along the west line of the Northeast Quarter of section Twenty-One (21), 2651.6 feet;

Thence East, parallel with the north line of said section, 1321.97 feet;

Thence North 662.63;

Thence East to the West line of Northwest Quarter of Section Twenty-two (22);

Thence North along the West line of said Northwest Quarter to the point of beginning;

EXCEPT:

Beginning at a point 65 feet North of the Southwest Corner of the North Half (N ½) of the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Twenty-two (22) South, Range One (1) West of the 6th P.M., Harvey County, Kansas: said point being on the West line of said Northwest Quarter (NW ¼); Thence East to the East right of way of North Hoover Road; thence East 470 feet parallel with the South line of said North Half(N ½); thence South 30 feet parallel with the West line of said Northwest Quarter (NW ¼); thence East 500 feet parallel with the South line of said North Half (N ½); thence North 276.36 feet parallel with the West line of said Northwest Quarter (NW ¼); thence West 970 feet parallel with said South line to the West line of said Northwest Quarter (NW ¼) to the East right of way of North Hoover Road; thence South 246.36 feet to the place of beginning.

AND EXCEPT:

Beginning at a point 594.5 feet North and 30 feet East of the Southwest Corner of the Northwest Quarter of Section 14, Township 22 South, Range 1 West being the Northwest corner of Lot 1, Block 1, Farmington Subdivision; Thence North 333.7 feet; Thence East 447.65 feet; Thence South 333.7 feet; Thence West 447.65 feet to the point of beginning.

AND EXCEPT:

A part of the South Half (S/2) of the Northeast Quarter (NE/4) of Section Fourteen (14) Township Twenty-Two (22) South, Range One (1) West of the 6th P.M., Harvey County, Kansas, described as follows: Beginning at the Southeast corner of the Northeast Quarter (NE/4) of Section Fourteen (14); thence on an assumed bearing North 00° 00'00" East along line of said South Half (S/2) of the Northeast Quarter (NE/4) a distance of 1321.04 feet; thence South 89° 24'51" West a distance of 1687.73 feet; thence 00°00 '02" West a distance of 345.00 feet; thence South 65°08'44" West a distance of 162.84 feet; thence South 19°07'52" East a distance of 370.67 feet; thence South 01° 03'10" West a distance of 560.07 feet to the South line of said South Half (S/2) of the Northeast Quarter (NE/4); thence North 89°20'27" East a distance of 1,724. 32 feet to the point of beginning.

Containing 2313.4 acres, more or less, within the Corporate Limits of the City of Hesston, Kansas.

Section 2. That the lands specified and included within the limits set forth in Section 1 hereof be and the same are declared and made to constitute the corporate limits and boundaries of the City of Hesston, Kansas.

Section 3. That if any part or portion of this Resolution shall be held or determined to be illegal, ultravires, or void, the same shall not be held or construed to alter, change or annul any term or provision hereof which may be legal or lawful, and in the event this Resolution in its entirety shall be held to be ultravires, illegal, or void, then and in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

Section 4. That all other resolutions inconsistent or in conflict with the terms and provisions hereof be and the same are hereby repealed.

PASSED AND ADOPTED by the Governing Body of the City of Hesston, Kansas
this _____ day of _____, 20_____.

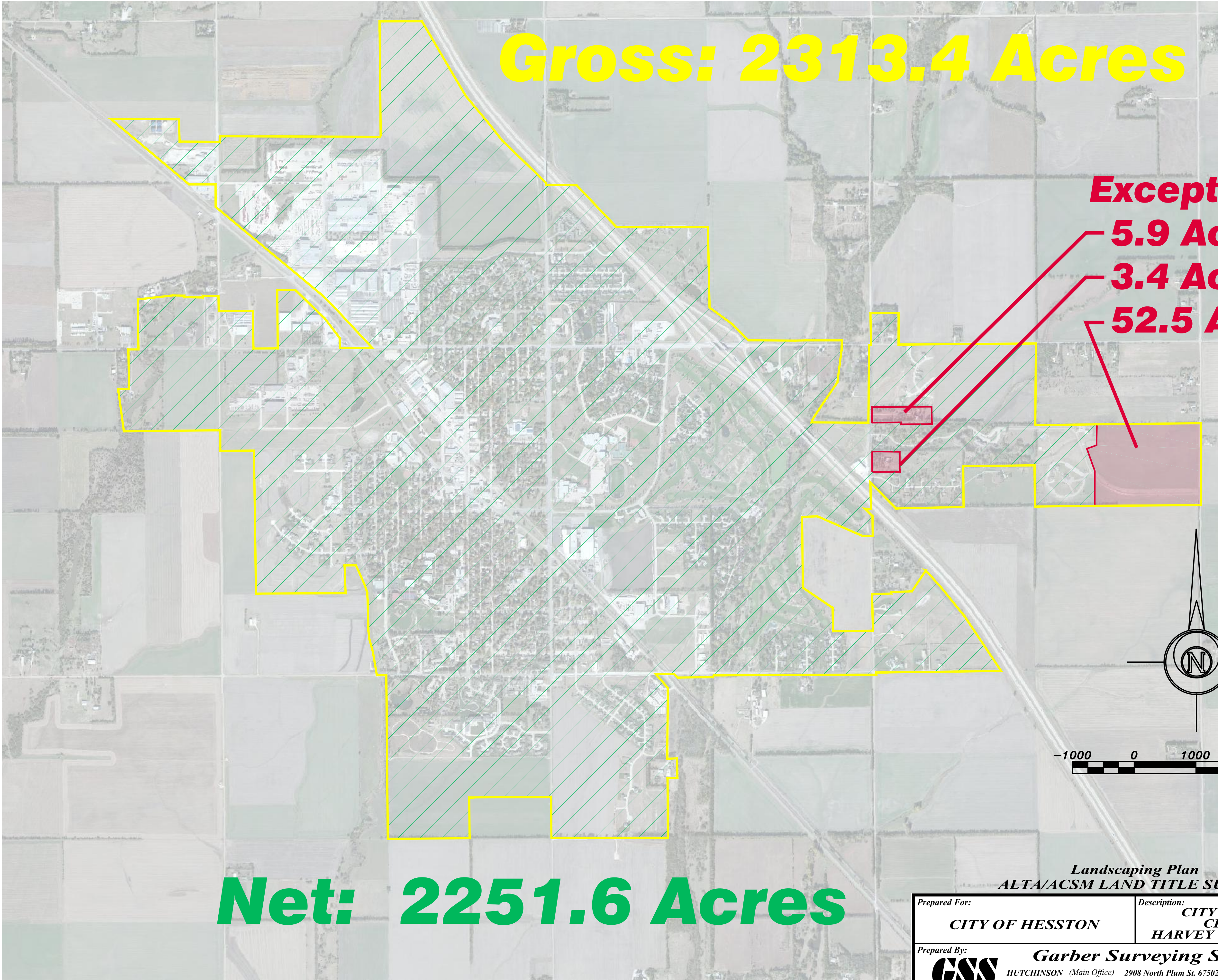
David K. Kauffman, Mayor

ATTEST:


Jason Thrasher, City Clerk

(SEAL)

Saved 2/1/2016 10:05:47 AM by TKNAPP
Plot Date & Time Monday, February 01, 2016 10:18:27 AM Dwg Path U:\LDD\GSSFILES\2015\20150882 C3d\dwg\20150882 Hesston City Limits KS83-SF GRID



Landscaping Plan
ALTA/ACSM LAND TITLE SURVEY

Prepared For:		Description:	
CITY OF HESSTON		CITY OF HESSTON CITY LIMITS HARVEY COUNTY, KANSAS	
Prepared By:		Garber Surveying Service, P.A.	
		HUTCHINSON (Main Office) 2908 North Plum St. 67502 Ph. 620-665-7032 Fax 620-663-7401 McPHERSON (Branch Office) 115 East Marlin 67460 Ph. 620-241-4441 Fax 620-241-4458 NEWTON (Branch Office) 511 North Poplar St. 67114 Ph. 316-283-5053 Fax 316-283-5073	
Drawn By:	TJK	Scale:	1"=1000'
Checked By:	DEG	Date:	12/31/2015
		Date of Field Work:	
		Sheet 1 of 1 Sheet(s)	Job No: G2015-882



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Ordinance No. 010-2016-209 Amending Special Assessments

Recommendation: Adopt the Ordinance.

Background Information:

Briefed by: City Attorney J.T. Klaus

Summary: Due to an administrative error, the property owners in the West Embers Fourth Addition received an assessment notice that was overstated by \$10.00 for each lot for the West Embers Fourth Sewer Improvements. This Ordinance corrects that error.

Financial Impact: None

Source of Funds: N/A

Attachments:

Ordinance No. 010-2016-209

Corrected Certificate of Final Costs

(Published in *The Hesston Record* on February 18, 2016)

ORDINANCE NO. 010-2016-209

AN ORDINANCE AMENDING ORDINANCE NO. 010-2015-206 OF THE CITY OF HESSTON, KANSAS.

WHEREAS the governing body of the City of Hesston, Kansas (the “City”) previously adopted Ordinance No. 010-2015-206 which authorized the levy of special assessment taxes on certain real properties in the City; and

WHEREAS, due to an administrative error, the property owners in the West Embers Fourth Addition received an assessment notice that was overstated by \$10.00 for each lot for the West Embers Fourth Sewer Improvements, as defined in Resolution No. 1103 adopted by the City on August 12, 2013 (the “West Embers Sewer Improvements”); and

WHEREAS, the City Clerk has prepared an amended and restated Certificate of Final Costs and Assessments which corrects the amount of the assessments for the West Embers Fourth Sewer Improvements; and

WHEREAS, in connection with the foregoing, the governing body of the City finds and determines it advisable to amend Ordinance No. 010-2015-206 of the City to correct the amount of such special assessments.

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

Section 1. Amendment to Section 1. Section 1 of Ordinance No. 010-2015-206 adopted by the governing body of the City on November 9, 2015 be amended by replacing said assessments for the West Embers Fourth Sewer Improvements with the following:

WEST EMBERS FOURTH SEWER IMPROVEMENTS

<u>Legal Description</u>	<u>Sanitary Sewer</u>
West Embers Fourth Addition:	
Block 1, Lots 1 through 3, inclusive	\$5,054.63 each
Block 1, Lot 4	\$5,054.64
Block 1, Lot 5	\$5,054.64
Block 2, Lots 1 through 7, inclusive	\$5,054.64 each

Section 2. Amending Ordinance. This ordinance supplements and amends the Ordinance No. 010-2015-206 only to correct the special assessments for the West Embers Fourth Sewer

Improvements, and, except to the extent specifically amended hereby, the Ordinance No. 010-2015-206 shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall be in full force and take effect from and after its adoption and approval, and its publication one time in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Hesston, Kansas on the 8th day of February, 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 February 8, 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, an Ordinance entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 010-2015-206 OF THE CITY OF HESSTON, KANSAS.

After discussion, upon the motion of _____, seconded by _____, each section of the Ordinance was adopted by a majority vote of the members elect.

Thereupon, the Ordinance, having been adopted by a majority vote of the members of the governing body, it was given No. _____, and was directed to be signed by the Mayor and attested by the City Clerk. The City Clerk was directed to cause the publication of the Ordinance one time in the City's official newspaper as set forth therein and required by law.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the February 8, 2016 meeting of the governing body of the City of Hesston, Kansas.

[seal]

Jason Thrasher, City Clerk

CORRECTED
CERTIFICATION OF TOTAL FINAL COSTS
AND ASSESSMENT ROLLS

I, Jason Thrasher, City Clerk of the City of Hesston, Kansas (the “City”), due to a minor clerical error, hereby make the corrected certification that the total final costs of the following described capital improvements:

- (1) The construction of water, sanitary sewer and paving improvements, as authorized by Resolution No. 1103, duly adopted August 12, 2013 and published August 22, 2013 (the “West Embers Fourth Improvements”); and
- (2) The construction of water, sanitary sewer, paving and sidewalk improvements as authorized by Resolution No. 1107, duly adopted December 9, 2013 and published December 12, 2013 (the “Prairie Lakes Improvements”);

are shown by the detailed cost statement which is attached hereto as **EXHIBIT A**, and made a part hereof by reference as though fully set forth herein.

I hereby further certify that an Assessment Roll has been prepared for West Embers Fourth Improvements and the Prairie Lakes Improvements in accordance with the determinations of the governing body set forth in the aforesaid Resolution, and that said Assessment Roll is attached hereto as **EXHIBIT B**, and made a part hereof by reference as though fully set forth herein.

I hereby further certify that copies of said detailed cost statement and said Assessment Roll shall remain on file in my office and are available for public inspection.

IN WITNESS WHEREOF, I have hereunto set my hand on January 26, 2016.

CITY OF HESSTON, KANSAS

[seal]

Jason Thrasher, City Clerk

EXHIBIT A
CITY OF HESSTON, KANSAS
FINAL COST STATEMENTS

WEST EMBERS FOURTH IMPROVEMENTS

	<u>Water Improvements</u>	<u>Sewer Improvements</u>	<u>Paving Improvements</u>
Construction	\$26,875.00	\$57,350.00	\$142,208.37
Legal, Fiscal & Admin.	1,201.67	2,424.77	5,522.00
Temporary Note Interest	<u>460.92</u>	<u>880.88</u>	<u>1,823.24</u>
Total Final Cost	\$28,537.59	\$60,655.65	\$149,553.61
Less: City at Large Portion	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Amount to be Assessed	<u>\$28,537.59</u>	<u>\$60,655.65</u>	<u>\$149,553.61</u>

PRAIRIE LAKES IMPROVEMENTS

	<u>Water Improvements</u>	<u>Sewer Improvements</u>	<u>Paving Improvements</u>
Construction	\$53,411.85	\$96,384.58	\$756,989.42
Legal, Fiscal & Admin.	1,899.58	3,739.53	26,716.14
Temporary Note Interest	<u>614.56</u>	<u>1,362.32</u>	<u>8,542.64</u>
Total Final Cost	\$55,925.99	\$101,486.43	\$792,248.20
Less: City at Large Portion	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Amount to be Assessed	<u>\$55,925.99</u>	<u>\$101,486.43</u>	<u>\$792,248.20</u>

Sidewalk Improvements

Construction	\$92,930.15
Legal, Fiscal & Admin.	3,463.94
Temporary Note Interest	<u>1,198.44</u>
Total Final Cost	\$97,592.53
Less: City at Large Portion	<u>0.00</u>
Amount to be Assessed	<u>\$97,592.53</u>

EXHIBIT B

CITY OF HESSTON, KANSAS

AMENDED AND RESTATED ASSESSMENT ROLLS

WEST EMBERS FOURTH IMPROVEMENTS

<u>Legal Description</u>	<u>Water</u>	<u>Sanitary Sewer</u>	<u>Street</u>
West Embers Fourth Addition:			
Block 1, Lots 1 through 3, inclusive	\$2,378.14 each	\$5,054.63 each	\$12,462.80 each
Block 1, Lot 4	\$2,378.13	\$5,054.64	\$12,462.81
Block 1, Lot 5	\$2,378.13	\$5,054.64	\$12,462.80
Block 2, Lots 1 through 7, inclusive	\$2,378.13 each	\$5,054.64 each	\$12,462.80 each

PRAIRIE LAKES IMPROVEMENTS

<u>Legal Description</u>	<u>Water</u>	<u>Paving</u>	<u>Sidewalk</u>
Certain real property in the City of Hesston, Harvey County, Kansas, which is described as follows: Commencing at the Northwest Corner of the South Half of the Northeast Quarter of Section 21, Township 22 South, Range 1 West of the 6 th Principal Meridian, Harvey County, Kansas; thence North 89°59'46" East along the North line of the South Half of said Northeast Quarter 739.59 feet to the Point of Beginning; thence continuing North 89°59'46" East along the North line of the South Half of said Northeast Quarter 584.25 feet to the Northeast Corner of Lot 1, Block A, Prairie Lakes Addition; thence continuing North 89°59'46" East along the North line of the South Half of said Northeast Quarter 60.00 feet to the Northwest Corner of the Lot 1, Block D, Prairie Lakes Addition; thence South 00°05'46" East 161.11 feet along the west line of said Lot 1, Block D to the Southwest Corner of said Lot 1, Block D; thence South 00°05'46" East 60.01 feet to the Northwest Corner of Lot 1, Block E, Prairie Lakes Addition; thence North 88°29'03" West 60.02 feet to the Northeast Corner of Lot 1, Block B, Prairie Lakes Addition; thence South 00°05'46" West 168.06 feet along the east line of said Lot 1, Block B; thence South 89°54'14" West 195.81 feet; thence South 28°22'49" West 78.61 feet; thence South 76°30'55" West 137.75; thence South 67°17'57" West 270.42 feet; thence South 75°35'47" West 252.34 feet; thence South 84°56'23" West	\$55,925.99	\$792,248.20	\$97,592.53

128.86 feet; thence North 02°09'01" West 251.14 feet; thence North 02°42'34" West 77.94 feet; thence North 87°09'11" East 291.35 feet; thence South 87°41'54" East 90.67 feet; thence North 01°23'51" East 148.86 feet; thence on a curve to the left, having a radius of 3,153.00 feet Westerly 23.17 feet (chord bears North 88°48'47" West, a distance of 23.17 feet); thence North 00°58'35" East 176.12 feet to the Point of Beginning, containing 9.36 acres (407,561 square feet more or less).

Legal Description

Sanitary Sewer
\$101,486.43

Certain real property in the City of Hesston, Harvey County, Kansas, which is described as follows: Beginning at the Northwest Corner of the South Half of the Northeast Quarter of Section 21, Township 22 South, Range 1 West of the 6th Principal Meridian, Harvey County, Kansas; thence North 89°59'46" East along the North line of the South Half of said Northeast Quarter 1,323.84 feet to the Northeast Corner of the Lot 1, Block A, Prairie Lakes Addition; thence continuing North 89°59'46" East along the North line of the South Half of said Northeast Quarter 60.00 feet to the Northwest Corner of the Lot 1, Block D, Prairie Lakes Addition; thence South 00°05'46" East 161.11 feet along the west line of said Lot 1, Block D to the Southwest Corner of said Lot 1, Block D; thence South 00°05'46" East 60.01 feet to the Northwest Corner of Lot 1, Block E, Prairie Lakes Addition; thence North 88°29'03" West 60.02 feet to the Northeast Corner of Lot 1, Block B, Prairie Lakes Addition; thence continuing along the east line of said Lot 1, Block B 168.06 feet; thence South 89°54'14" West 195.81 feet; thence South 28°22'49" West 78.61 feet; thence South 76°30'55" West 137.75; thence South 67°17'57" West 270.42 feet; thence South 75°35'47" West 252.34 feet; thence South 84°56'23" West 128.86 feet; thence North 02°09'01" West 251.14 feet; thence North 02°42'34" West 226.96 feet; thence North 89°38'17" West 38.40 feet; thence on a curve to the left, having a radius of 77.00 feet Southerly 115.33 feet(chord bears South 48°04'29" West, a distance of 104.84 feet); thence North 84°49'56" West 60 feet; thence on a curve to the right, having a radius of 137.00 feet Northerly 66.46 feet(chord bears North 19°03'55" East, a distance of 65.81 feet); thence North 43°34'30" West 159.04 feet; thence South 89°59'40" West 50.46 feet to the west line of the South Half of said Northeast Quarter; thence North 00°10'17" West 76.92 feet along the west line of the South Half of said Northeast Quarter to the Point of Beginning, containing 14.06 acres (612,393 square feet more or less).



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Low Bid - Golf Cart Lease Purchase

Recommendation: Approve the low bid

Background Information:

Briefed by: City Administrator Gary Emry

Summary: Bids were solicited from three local banks for a 5-Year Lease/Purchase Agreement for 50 Golf Carts and 2 Utility Vehicles from Kansas Golf and Turf totaling \$239,200.

Bank	Bid
The Citizens State Bank	2.95%
Central National Bank	3.75%
First Bank	No Bid

Financial Impact: \$4,293.85 per month / \$51,526.20 per year

Source of Funds: Golf Course Operating Budget

Attachments: N/A



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Ordinance No. 010-2016-208 Lease Purchase Agreement

Recommendation: Approve the Ordinance

Background Information:

Briefed by: City Attorney J.T. Klaus

Summary: This ordinance authorizes the purchase of golf carts and authorizes the Mayor to sign the attached lease-purchase agreement with The Citizens State Bank that provides the funds for the equipment.

Financial Impact: \$4,293.85 per month

Source of Funds: Golf Course Operating Budget

Attachments: Ordinance No. 010-2016-208
Lease - Purchase Agreement with The Citizens State Bank

(Published in *The Hesston Record* on February 11, 2016)

ORDINANCE NO. 010-2016-208

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF HESSTON, KANSAS, AUTHORIZING THE PURCHASE OF CERTAIN GOLF CARTS, AUTHORIZING AND PROVIDING FOR THE EXECUTION OF A LEASE PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF HESSTON, AS LESSEE, AND THE CITIZENS STATE BANK, AS LESSOR, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF SAID EQUIPMENT; AND PROVIDING FOR THE EXECUTION OF ALL ANCILLARY DOCUMENTS IN CONNECTION WITH SUCH FINANCING AND MAKING CERTAIN OTHER COVENANTS WITH RESPECT THERETO.

WHEREAS, under the Constitution and statutes of the State of Kansas, particularly K.S.A. 10-1116b and 10-1116c (the “Act”), the City of Hesston, Kansas (the “City”) is empowered to enter into leases and lease-purchase agreements for the lease of real and personal property upon such terms and conditions as deemed necessary by the governing body of the City; and

WHEREAS, the governing body of the City finds it necessary and desirable to acquire new golf carts (the “Equipment”) to further its governmental and public purposes, but does not have sufficient moneys on hand to purchase the Equipment; and

WHEREAS, in order to provide for the financing of the acquisition of the Equipment, the governing body has determined and hereby determines that it is in the best interest of the City that the City and The Citizens State Bank (the “Lessor”) enter into a Lease Purchase Agreement (hereinafter defined) to provide for the financing of the Equipment and for the leasing by the City from the Lessor of the Equipment; and

WHEREAS, the Lease Purchase Agreement, does not involve the purchase or acquisition of land or buildings, and furthermore does not contain provisions for annual payments in excess of 3% of the total amount budgeted for expenditure by the City during the current year (excluding debt service); and

WHEREAS, the governing body hereby finds and determines that it is necessary to provide for the form, details and conditions of the financing and the documentation required to accomplish same, and to approve and authorize the execution of the Lease Purchase Agreement, and to make certain covenants and agreements in connection therewith.

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

SECTION 1. Authority to Acquire the Equipment. It is hereby found and determined to be necessary and desirable, and in the best interests of the City, to acquire the Equipment.

SECTION 2. Authority for and Execution of Lease Purchase Agreement. It is hereby found, determined and declared to be necessary, and it is hereby authorized, ordered and directed that the City lease the Equipment from the Lessor; and that in connection therewith, the Mayor and City Clerk shall execute on behalf of the City an Equipment Lease/Purchase Agreement (the "Lease Purchase Agreement"), between the City, as lessee, and Lessor, as lessor, for the purpose of providing for the lease of the Equipment; said Lease Purchase Agreement to be in substantially the form as it is presented today with such minor corrections or amendments thereto as the Mayor of the City shall approve, which approval shall be evidenced by his execution thereof.

SECTION 3. Rental Payments. The Rental Payments required by the Lease Purchase Agreement shall be made from funds budgeted and appropriated for that purpose during the City's current budget year and other funds lawfully available to the City for such purpose, in accordance with the Lease Purchase Agreement, and as provided by law, and shall not be paid from any other moneys or sources (except to the extent paid from moneys attributable to proceeds from insurance policies, condemnation awards or awards resulting from defaults under certain circumstances).

SECTION 4. Non-Arbitrage Covenant. The City hereby covenants that so long as any of the Rental Payments remain outstanding and unpaid under the Lease Purchase Agreement, there will be no use made of the proceeds therefrom which, if such use had been reasonably expected on the date of execution and delivery, would have caused them 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 Rental Payments under the Lease Purchase Agreement remain outstanding and unpaid. The City hereby further covenants to take all such action in its power as may be required from time to time in order to assure the continued exclusion from gross income for the purpose of Federal income taxation of the interest component on the Rental Payments, 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 5. Designation as Qualified Tax-Exempt Obligation. The governing body of the City hereby designates the Lease Purchase Agreement a "qualified tax-exempt obligation" as defined in Section 265(b)(3) of the Code.

SECTION 6. Further Authority. The Mayor and City Clerk are hereby individually authorized, directed and empowered, acting jointly or singly, in the name of the City, to expend such funds and do or cause to be done all such further acts and things as they, acting jointly or singly, may deem necessary, advisable, convenient, or proper in connection with the execution and delivery of any such Lease Purchase Agreement and in connection with or incidental to the carrying of the same into effect, including without limitation the execution, acknowledgment, and delivery of such certificates of authority, incumbency certificates, acceptance certificates, receipts,

bills of sale, and any and all certificates, instruments and documents which may be required by Lessor under or in connection with the Lease Purchase Agreement (including but not limited to the preparation and filing of Internal Revenue Service Form 8038G, or such other form or forms as may be required by the Internal Revenue Service in connection with the City's issuance of tax-exempt obligations).

SECTION 7. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by a majority vote of the governing body of the City of Hesston, Kansas this 8th day of February, 2016.

CITY OF HESSTON, KANSAS

[seal]

David K. Kauffman, Mayor

ATTEST:

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 February 8, 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, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF HESSTON, KANSAS, AUTHORIZING THE PURCHASE OF CERTAIN GOLF CARTS, AUTHORIZING AND PROVIDING FOR THE EXECUTION OF A LEASE PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF HESSTON, AS LESSEE, AND THE CITIZENS STATE BANK, AS LESSOR, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF SAID EQUIPMENT; AND PROVIDING FOR THE EXECUTION OF ALL ANCILLARY DOCUMENTS IN CONNECTION WITH SUCH FINANCING AND MAKING CERTAIN OTHER 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. _____ 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.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of a February 8, 2016 meeting of the governing body of the City of Hesston, Kansas.

[seal]

Jason Thrasher, City Clerk

EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement dated as of February 12, 2016, and entered into between Citizens State Bank ("Lessor"), and the City of Hesston, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas ("Lessee").

1. **Agreement.** Lessee agrees to lease from Lessor certain "Equipment" as described in Exhibit A, subject to the terms and conditions of and for the purposes set forth in this Agreement. This Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) is sometimes referred to herein as the "Lease".

2. **Term.** The "Commencement Date" for the Lease is the date when interest commences to accrue under such Lease which date shall be the Funding Date referred to in Exhibit A-1. On said Commencement Date, Lessor shall deposit the total principal amount referred to in Exhibit A-1 (i.e., \$239,200) with Lessee, and Lessee shall act as purchasing agent of Lessor. The "Lease Term" for the Lease means the Original Term and all Renewal Terms therein provided. The "Original Term" means the period from the Commencement Date for the Lease until the end of Lessee's fiscal year (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for the Lease is each term thereafter having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows: (a) Lessee is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas (the "State") with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation; (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment as provided in this Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue the Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on Exhibit A and expects to make immediate use of the Equipment.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in the Exhibit A will not be less than the total principal portion of the Rental Payments listed in the Rental Payment Schedule (Exhibit A-1); (b) the Equipment listed has been ordered or is expected to be ordered within 6 months of the

Commencement Date, and all amounts deposited with Lessee to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of the Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that this Lease not constitute a “true” lease for federal income tax purposes.

5. **Lease of Equipment.** Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms hereof. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth herein. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 20. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Non-Appropriation.** Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, such Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal

Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If the Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. **Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.*

9. **RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

10. **Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed, if necessary, at the location specified, if so specified, and pay any and all delivery and installation costs in connection therewith. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

11. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

12. **Title.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the Lease other than termination pursuant to Section 20 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

13. **Security Interest.** To secure the payment of all of Lessee's obligations, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. The Lessee shall cause all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Lessor hereunder. Thereafter, the Lessor shall cause all appropriate continuation statements to be filed or recorded.

14. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by the Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

15. **Insurance.** At its own expense, Lessee shall during the Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1; (b) liability insurance that protects Lessee from liability in form and amount customary and comparable to coverage on similar equipment owned by the Lessee; and (c) workers' compensation coverage as required by the laws of the State; provided that, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term, if so requested by Lessor. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor in advance of such cancellation or modification.

16. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor.

17. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or

improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 20. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term “Net Proceeds” shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 20 purchase Lessor’s interest in the Equipment. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor’s interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 8.

18. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THE LEASE.

19. **Vendor’s Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term “Vendor” means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to the Lease, including the right to receive full and timely payments under the Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

20. **Purchase Option.** Lessee shall have the option to purchase Lessor’s interest in all of the Equipment, upon giving written notice to Lessor at least 30 days before the date of

purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in the Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

21. **Assignment.** Lessor's right, title and interest in and to the Lease, including Rental Payments and any other amounts payable by Lessee hereunder and all proceeds herefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor with the prior consent of Lessee (which shall not be unreasonably withheld); provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in the Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, subject to compliance with this Section, sell, dispose of, or assign this Lease through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, or in the Equipment listed in or the Rental Payments under the Lease.

None of Lessee's right, title and interest in, to and under the Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

22. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under the Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

23. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to the Lease and other amounts payable by Lessee under

the Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under the Lease, Lessor may enter the premises where the Equipment listed in the Lease is located and retake possession of such Equipment and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under the Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

24. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given now or hereafter existing at law or in equity.

25. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

26. **Miscellaneous Provisions.** The Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 21. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. The Lease may be amended by mutual written consent of Lessor and Lessee. The Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State.

27. **Kansas Statutory Requirements.**

(A) The amount or capital cost required to purchase the Equipment if paid for by cash is \$239,200.

(B) The stated nominal rate is 2.95% or an annual average effective interest cost is 2.99%.

(C) The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost is –0-.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

CITY OF HESSTON, KANSAS

By _____
David K. Kauffman, Mayor

“LESSEE”

THE CITIZENS STATE BANK
Hesston, Kansas

By _____
Richard Drake, Hesston Market President

“LESSOR”

**EXHIBIT A
TO
EQUIPMENT LEASE AGREEMENT**

Equipment

50 – RXV 48 Volt Golf Carts
1 - Terrain 250 Gasoline Utility Vehicle
1 – Terrain 205 Electric Utility Vehicle

**EXHIBIT A-1
TO
EQUIPMENT LEASE AGREEMENT**

Rental Payment Schedule and Purchase Option Price

City of Hesston Amortization Schedule					
Totals:					
<u>Payment #</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>Optional Purchase Price (Outstanding Balance)</u>
Funding Date	02/12/16				\$239,200.00
1	03/15/16	\$4,293.85			
2	04/15/16	4,293.85			
3	05/15/16	4,293.85			
4	06/15/16	4,293.85			
5	07/15/16	4,293.85			
6	08/15/16	4,293.85			
7	09/15/16	4,293.85			
8	10/15/16	4,293.85			
9	11/15/16	4,293.85			
10	12/15/16	4,293.85			
11	01/15/17	4,293.85			
12	02/15/17	4,293.85			
13	03/15/17	4,293.85			
14	04/15/17	4,293.85			
15	05/15/17	4,293.85			
16	06/15/17	4,293.85			
17	07/15/17	4,293.85			
18	08/15/17	4,293.85			
19	09/15/17	4,293.85			
20	10/15/17	4,293.85			
21	11/15/17	4,293.85			
22	12/15/17	4,293.85			
23	01/15/18	4,293.85			
24	02/15/18	4,293.85			
25	03/15/18	4,293.85			
26	04/15/18	4,293.85			
27	05/15/18	4,293.85			
28	06/15/18	4,293.85			
29	07/15/18	4,293.85			
30	08/15/18	4,293.85			
31	09/15/18	4,293.85			

32	10/15/18	4,293.85			
33	11/15/18	4,293.85			
34	12/15/18	4,293.85			
35	01/15/19	4,293.85			
36	02/15/19	4,293.85			
37	03/15/19	4,293.85			
38	04/15/19	4,293.85			
39	05/15/19	4,293.85			
40	06/15/19	4,293.85			
41	07/15/19	4,293.85			
42	08/15/19	4,293.85			
43	09/15/19	4,293.85			
44	10/15/19	4,293.85			
45	11/15/19	4,293.85			
46	12/15/19	4,293.85			
47	01/15/20	4,293.85			
48	02/15/20	4,293.85			
49	03/15/20	4,293.85			
50	04/15/20	4,293.85			
51	05/15/20	4,293.85			
52	06/15/20	4,293.85			
53	07/15/20	4,293.85			
54	08/15/20	4,293.85			
55	09/15/20	4,293.85			
56	10/15/20	4,293.85			
57	11/15/20	4,293.85			
58	12/15/20	4,293.85			
59	01/15/21	4,293.85			
60	02/15/21	4,293.89			
		\$257,631.04	\$ 0.00	\$ 0.00	



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Golf Instructor Agreement

Recommendation: Approve the Agreement

Background Information:

Briefed by: City Administrator

Summary: This is an agreement with Mr. Scott Welsh for providing professional golf services at the Hesston Golf Park under an independent contractor agreement.

Financial Impact:

Source of Funds:

Attachments: Signed Agreement

GOLF INSTRUCTOR AGREEMENT

This Golf Instructor Agreement ("Agreement") is entered into by and between Scott Welsh individually ("Instructor") and the City of Hesston, Kansas ("City"). In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Services and Access. The Instructor desires to provide golf instruction, lessons or clinics to the general public at designated times and designated areas (the "Services") at the Hesston Municipal Golf Course (the "Course"). Instructor agrees to provide such Services as they are customarily performed in the Golf Instruction industry and in a timely and professional manner. Instructor shall follow all procedures and policies established by City for independent contractors or City and for use of the Course.

Instructor agrees to maintain all requirements and certifications to be a "Professional Golf Association of America Certified Instructor". Services will be performed on Instructor's time and at his direction and control, unless otherwise set forth herein. Instructor shall be responsible to schedule reservations, arrange and conduct golf instructions or lessons, including collecting all funds and providing business cards and all printed materials in order to promote, market and sell lessons and clinics at the Course. As requested, Instructor shall present to the Course an overview of proposed lesson plans & promotional plans. This Agreement does not in any way inhibit or prohibit other staff members or individuals from providing golf instruction, and/or services similar to the Services, at the Course.

The City shall provide the Instructor:

- (i) Access to designated areas of Course during normal business hours for the provision of the Services, in accordance with normal rules of scheduling and at Course management's sole and absolute discretion;
- (ii) Range balls for students during scheduled lesson time & warm up/cool down only;
- (iii) Counter space in Course's discretion to provide the public with promotional materials;
- (iv) The option of posting the Instructor's biography on the Course's website; and
- (v) The right to bill himself as the "PGA Certified Instructor for the Hesston Municipal Golf Course".

The City shall not provide access to golf carts or any other "tax exempt" financed property or equipment, except at then prevailing rates that the same are available to the general public.

2. Term and Termination. The Term of this Agreement shall begin upon its execution and continue until December 31, 2016, unless otherwise terminated as provided in this Agreement. Either party may terminate this Agreement at any time for any reason upon five (5) days written notice to the other. The City may terminate this Agreement immediately: (i) upon a material breach or default of this Agreement by Instructor, including but not limited to, non-payment or delayed payment of funds due City or violation of policies or procedures for independent contractors of the City or use of the Course; (ii) if a petition is filed either by or against Instructor in any bankruptcy or insolvency proceeding; or (iii) if Instructor fails to comply with any material provision or condition of this Agreement. In the event of termination, Instructor shall not be entitled to any additional or further compensation or damages of any kind.

3. Compensation. As the compensation for the Instructor's use of the Course for the provision of Services, the Instructor shall pay to the City twelve percent (12%) of Instructor's gross revenues received from the provision of Services ("Fees"). All expenses incurred by Instructor during the Term or under this Agreement are the sole responsibility of Instructor.

Instructor shall remit all Fees to the City by the 25th of the month succeeding the month in which the Services were provided. Failure to pay all Fees as provided herein shall constitute a default of this Agreement, and a "late fee" may be charged by the City in the lesser amount of (i) one and one-half percent (1.5%) per month, or (ii) the highest amount allowed to be charged by applicable law.

4. Lesson Log. Instructor shall maintain a Lesson Log recording information about the Services by Instructor, including, at a minimum, the date and time of each lesson, the identity of the client, all fees and charges paid by the client, and all fees paid to the City. Instructor shall submit a copy of the Lesson Log, signed and dated by Instructor, to the City together with all Fees due under paragraph 3 hereof by the 25th of the month succeeding the month in which the Services were provided. Failure to submit the Lesson Log as provided herein shall constitute a default of this Agreement.
5. Audit. Upon request, during the Term and within 90 days after the expiration or earlier termination of this Agreement, the City or its representatives may inspect, audit and copy Instructor's books, records and other documents relating to the provision of Services and use of the Course as necessary to verify Instructor's adherence to the terms of this Agreement, including, but not limited to, paragraphs 3 and 4 of this Agreement. Instructor shall reasonably cooperate with the City in conducting any such audit. The City shall keep all information obtained during any such audit confidential. In the event any audit reveals a deficiency in the Fees paid to the City, Instructor shall pay such deficiency within 5 days of the City's demand for the same. The City's failure to notify Instructor of any deficiency or breach that it identified during an audit hereunder is not a waiver of any claim of the City against Instructor. All audit findings shall be final and binding on the City and Instructor.
6. Relationship of the Parties. The parties agree that Instructor is an independent contractor and that Instructor is not, whether under this Agreement or otherwise, to be considered as an employee or agent of City or the Course, or any other owner or management company of the Course. Instructor has no power or authority to assume any obligations, expressed or implied, on behalf of City, to bind City to any contract or agreement, to make any representation on behalf of the City or to represent that Instructor has such power or authority. Instructor accepts sole and exclusive liability for all contributions and payroll taxes under federal, state and/or local income, social security, FICA, unemployment insurance, workers' compensation laws and the like with respect to any work or payments under this Agreement. Instructor is not eligible and may not participate in any of the benefits plans or programs that City may from time to time provide for its employees now and in the future, and specifically disclaims any right to such participation.
7. Warranties. Instructor represents and warrants that (a) Instructor has full power and authority to enter into and fully perform this Agreement, including without limitation, all licenses, permits, or governmental approvals necessary or appropriate. No agreement or understanding with a third party exists that would interfere with Instructor's obligations hereunder or the performance of the Services by Instructor. The Services shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright, patent or intellectual property rights; (b) all services provided hereunder shall be in accordance with the highest industry standards; (c) Instructor shall comply with all applicable federal, state and local laws, rules, regulations and orders.

8. Successors and Assigns. This Agreement may be assigned by City to any entity managing the Course. Instructor may not subcontract or assign any rights, duties or obligations under this Agreement without the prior written permission of the City.
9. Confidentiality. Instructor acknowledges that materials, data and information, not generally known to the public regarding the City or the Course and their activities, created or gathered by Instructor, the City, or the Course, in whatever form received, including without limitation, verbal, written, electronic or magnetic, which has or will come into the possession of Instructor in connection with this Agreement or the performance hereof, consist of valuable confidential information of City that are confidential and proprietary in nature (the "Confidential Information"). Instructor agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the Course and, in any event, not to anyone outside of the direct employ of the City except with the prior consent of the City in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company Group, except with the prior consent of the City in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).

In the event of a breach or threatened breach by the Instructor of any of this paragraph 9, the Instructor hereby agrees and acknowledges that the City will suffer immediate and irreparable injury, for which monetary damages will not be an adequate remedy. The Instructor further acknowledges and agrees that the City shall be entitled to immediate injunctive relief, including a temporary restraining order, a temporary injunction and a permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The Instructor further agrees and acknowledges that the aforementioned equitable relief shall be in addition to, not in lieu of, and without prejudice to any legal remedies, monetary damages or other available forms of relief the City may seek. Nothing herein shall in any manner affect or diminish any duty or right of the City to share such information, including, as necessary, to comply with the requirements of the Kansas Open Records Act.

10. Indemnification. Instructor hereby indemnifies, saves and holds City and the Course harmless from, and agrees to defend City, the Course, and their respective officer, governing body members, employees, and representatives ("Indemnified Parties") against, any and all liability, claims, demands, damages and costs of every kind and nature (including, without limitation, reasonable attorneys' fees and court costs) actually or allegedly arising from, resulting from or connected with the Services, or the Instructor's performance under this Agreement, or from the negligence or omission or commission of any act, lawful or unlawful, by Instructor. Excluded from this indemnification provision are injuries or deaths of persons and damage, destruction or loss to or of property caused solely by the gross negligence or willful misconduct of City. The provisions of this Section shall survive the completion of the Services and the expiration or termination of this Agreement.
11. Insurance. Instructor agrees to provide a Public or Commercial General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Kansas, in which the Instructor is named as the insured and "the City of Hesston, Kansas and their representatives" are named as additional insured, for General Liability Insurance in a sum not less than \$500,000 covering

bodily injury or death for the benefit of one or more persons on account of any accident, together with Property Damage Liability Insurance in a sum not less than \$500,000, or combined single limit coverage in that amount for bodily injury, death, and property damage. Failure to obtain and maintain required insurance shall not relieve Instructor of any obligation contained in this Agreement. Additionally, any approval by City of any of Instructor's insurance policies shall not relieve Instructor of any obligation contained in this Agreement, including liability for claims in excess of described limits.

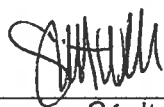
12. Miscellaneous. This Agreement contains the entire agreement between the parties and supersedes any and all previous agreements or understandings, whether oral or written, between the parties. This Agreement may not be modified except in a written document signed by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but will together constitute one agreement. This Agreement shall be governed by the laws of the State of Kansas. No waiver of any provision of this Agreement shall be effective unless it is expressly set forth in writing and then only for that occurrence. No action or failure to act by City shall constitute a waiver of a right nor duty afforded it nor constitute approval of or acquiescence in a breach hereunder except as may be specifically agreed in writing. The remedies provided in this Agreement are cumulative, and shall not affect any other remedies at law or in equity. The exercise of any right or remedy herein shall be without prejudice to the right to exercise any other right or remedy provided herein, by law or in equity. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not effect, impair or invalidate any other term or provision herein, and such remaining terms and provisions shall remain in full force and effect. In the event of any litigation under or respecting this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs through all pretrial, trial, appellate, administrative, and post-judgment proceedings.

IN WITNESS WHEREOF, City and Instructor have executed this Agreement as of the date set forth below.

CITY OF HESSTON, KANSAS

INSTRUCTOR

By _____
Name (Printed): _____
Title _____

By 
Name (Printed) Scott Welsh

Instructor's Address / Contact Information:

Name: Scott Welsh
Address: 410 N. Main
Hesston, KS 67062
Cell Phone: 714-791-8667
Email address: welshscott73@yahoo.com



Agenda Item Summary

Meeting date: February 8, 2016

Subject: REAP Annual Assessment

Recommendation: Approve the invoiced amount of \$1,597.00 for membership within the REAP organization.

Background Information:

Briefed by: John Waltner and Keith Lawing

Summary: Mr. Waltner and Mr. Lawing are appearing before the council to update you on current REAP initiatives as you requested.

Financial Impact: \$1,597.00

Source of Funds: Economic Development Fund

Attachments: REAP Letter
REAP Invoice

REAP | Regional Economic Area Partnership

November 30, 2015

Mayor David Kauffman
City of Hesston
115 E Smith St
Hesston, KS 67062

Dear Mayor Kauffman,

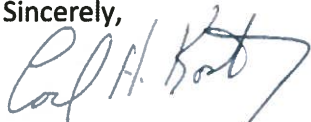
Attached is the 2016 REAP membership invoice for City of Hesston. As you know, REAP is an organization that formed over 15 years ago to be a unified voice for local governments on issues of common concern in the region and to engage with federal and state leaders to understand policy issues that benefit South Central Kansas. Through my participation, I see clear value for local governments to be members of REAP and a benefit to my constituents in Cheney, and to all citizens in communities in South Central Kansas.

The 2016 REAP Work Plan focuses on issues that do not respect traditional political boundaries and are of common concern to local governments in the region: water, transportation, and workforce development. The cooperation and convening of our communities strengthens the region to compete and provide growth in the economy, which will lead to more jobs and a better quality of life for our citizens.

REAP works best when it has the strong engagement of its member communities, both from the elected officials and professional staff. I hope you and others from COMMUNITY will be engaged in implementing the 2016 REAP Work Plan. Some of the 2016 initiatives are supporting the: Blueprint for Regional Economic Growth (BREG), a Regional Transportation Taskforce, developing strategies for branding and marking south central Kansas, and identify regional legislative and policy priorities.

If you have questions about REAP do not hesitate to contact me or Marla Canfield, REAP Executive Officer. We are committed to making sure REAP is seen as generating value to its members and welcome any input that will help us accomplish this goal.

Sincerely,



Councilmember Carl Koster, Cheney
REAP Chairman

CC: Marla Canfield



Regional Economic Area Partnership
c/o Workforce Alliance of South Central Kansas, Inc.
300 W Douglas
Suite 850
Wichita, KS 67202

Invoice

Date	Invoice #
11/10/2015	123

Bill to:

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



Description	Amount
2016 REAP Annual Assessment	1,597.00
<div>Please make payment payable to: Workforce Alliance of South Central Kansas, Inc.</div>	
Thank you for your support!	Total \$1,597.00

Workforce Alliance of South Central Kansas, Inc. FEIN 48-1246563 Inquiries to Chad Pettera at 316-771-6602 / chad@workforce-ks.com or Marla Canfield at 316-771-6613 / mcanfield@workforce-ks.com



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Annual Appointment of Officers

Recommendation: Approve the Appointments

Background Information:

Briefed by: City Administrator Gary Emry

Summary: The Mayor annually appoints with the consent of the Council the following officials:

Position	Name
City Attorney	J.T. Klaus
City Clerk	Jason Thrasher
City Prosecutor	Michael Llamas
City Treasurer	Rhonda Prieb
Deputy City Clerk	Warren Schmidt
Director of Emergency Services	Russ Buller
Municipal Judge	Randall Pankratz
Police Chief	Doug Schroeder

Financial Impact: None

Source of Funds: N/A

Attachments: None



Agenda Item Summary

Meeting date: February 8, 2016

Subject: 2015 Audit Services Contract

Recommendation: Approve the Contract

Background Information:

Briefed by: City Administrator Gary Emry

Summary: Lindburg Vogel Pierce, Faris, Chartered has served as city auditor for the past nine years. The audit and the support services have been performed in a timely and professional fashion and they work extremely well with city staff. They are asking for a 3% fee increase from \$15,785 to \$16,258 for the 2015 audit.

Financial Impact: \$16,258

Source of Funds: General Fund

Attachments: 2015 Audit Engagement Letter

LINDBURG VOGEL PIERCE FARIS, CHARTERED

Certified Public Accountants

CITY OF HESSTON, KANSAS

CONTRACT FOR AUDIT SERVICES

Year Ended December 31, 2015

Michael E. Evans, CPA
Roger W. Field, CPA
Gregory D. Daughhetee, CPA
Clark R. Cowl, CPA
Todd V. Pflughoeft, CPA
Steven R. Stoecklein, CPA
Kenneth D. Hamby, CPA
Michael R. Meisenheimer, CPA
Nick L. Muetting, CPA
Billy J. Klug, CPA
Randall R. Hofmeier, CPA
Brent L. Knoche, CPA
Brian W. Mapel, CPA
Jeffrey D. Reece, CPA
Benjamin M. Walker, CPA

**City Council
City of Hesston
Hesston, Kansas 67062**

We are pleased to confirm our understanding of the services we are to provide the City of Hesston, Kansas (the City) for the year ended December 31, 2015. The engagement letter embodies the entire agreement regarding the services to be rendered by Lindburg Vogel Pierce Faris, Chartered to the City of Hesston, Kansas.

We will audit the summary statement of receipts, expenditures, and unencumbered cash (the financial statement) of the City, including the related notes to the financial statement, as of December 31, 2015, and for the year then ended. The financial statement shall be presented on the regulatory basis of accounting to meet the financial reporting requirements of the State of Kansas, as described in the *Kansas Municipal Audit and Accounting Guide* (KMAAG) and will require that the governing body approve a resolution waiving the generally accepted accounting principles requirement.

We have also been engaged to report on supplementary information that accompanies the City's regulatory basis financial statement. We will subject the following supplementary information to the auditing procedures applied in the audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

- Summary of expenditures – actual and budget
- Schedules of receipts and expenditures - actual and budget
- Schedule of receipts and expenditures – Hesston Public Library - related municipal entity

Audit Objective

The objective of our audit is the expression of an opinion as to whether the financial statement is presented fairly, in all material respects, in conformity with the regulatory basis of accounting reporting provisions permitted in the *Kansas Municipal Audit and Accounting Guide*, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole.

Our audit will be conducted in accordance with generally accepted auditing standards in the United States of America and the *Kansas Municipal Audit and Accounting Guide* approved by the State of Kansas; and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the City's financial statement. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matters paragraphs. If our opinion on the regulatory basis financial statement is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue a report, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting transactions in the accounts, and will also include confirmations with selected agencies, individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorney as part of the engagement. At the conclusion of the audit, we will request certain written representations from you about the financial statement and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audits will not be to provide an opinion on overall compliance and we will not express an opinion.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles, and for the preparation and fair presentation in the financial statement, in conformity with the regulatory basis of accounting financial reporting provisions permitted in *Kansas Municipal Audit and Accounting Guide*, including all informative disclosures that are appropriate for the regulatory basis of accounting.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information, including identification of federal awards received. You are also responsible for providing us with access to all information of which you are aware that is relevant to the fair presentation of the financial statement, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it is necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving management, employees who have significant roles in internal control, and others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that you are responsible for presentation of the supplementary information in accordance with the regulatory basis reporting provisions of the *Kansas Municipal Audit and Accounting Guide*; you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis reporting provisions; the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee those services by designating an individual, preferably within senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

We expect to begin our audit during the first two weeks of May 2016 and to issue our reports no later than August 8, 2016. Randall Hofmeier is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be at our standard hourly rates, except that we agree our fee for 2015 will not exceed \$16,258.00. Our standard hourly rates vary according to the degree of responsibility involved, and the experience level of personnel assigned to your audit. The above fees are also based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is required, we will discuss it with you prior to incurring additional costs and determine if a revised fee is necessary. Additional services requested will be billed at our standard rates, and if requested, we will provide an estimate of those fees.

The audit documentation for the engagement is the property of Lindburg Vogel Pierce Faris, Chartered, and constitutes confidential information. However, we may be requested to make audit documentation available to the State of Kansas or other regulatory agencies pursuant to law or regulation. We will notify you of any such request. If requested, access to such audit documentation will be under supervision of our staff. Further, upon request, we may provide selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including

We appreciate the opportunity to be of service to City of Hesston and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

LINDBURG VOGEL PIERCE FARIS, CHARTERED
Certified Public Accountants



Randall R. Hofmeier, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Hesston, Kansas.

Signature: _____

Title: _____

Date: _____

We designate _____ as the individual responsible to oversee nonattest services.



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Golf Course Mower Purchase

Recommendation: Approve the Purchase

Background Information:

Briefed by: Golf Course Manager Grady Pauls

Summary: This item is a planned purchase from the 2016 Golf Course Capital Improvement Plan. It is a demonstrator model with very low hours.

Financial Impact: \$14,500

Source of Funds: Golf Course Maintenance Reserve

Attachments: Hustler Turf Equipment Quote



To: Hesston Golf Park

Re: Quote on Hustler Mower

Hustler Super 104

104" cut 1000CC 35 HP Kawasaki Engine

Cutting heights 1"-5.5" in 1/4" increments

Zero turn steering 0-11 mph

Suspension Seat

Hydraulic Powered Deck and Wing Lift

2 yr. commercial warranty

MSRP: \$29,000

Promo: \$26,100

Special Price: \$14,500 (tax not included)

Demo model, approximate hours 130, full factory warranty.

Jeff Kelley, Regional Sales Manager, Hustler Turf Equipment



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Hesston Recreation and Community Education (HRCE)

Recommendation: Hear the presentation and consider the request

Background Information:

Briefed by: Brad Kuhlman-Recreation Director

Summary: You will hear a presentation on activity upgrades at Interstate Park related to the pond and recreational activity. A representative from the Kansas Department of Parks and Wildlife may partner in this briefing.

Brad will also be requesting City financial support to purchase Frisbee Golf equipment within the park. As you are aware, this park is where we put the Archery Range.

Financial Impact: \$4,602.30

Source of Funds: Park Equipment Reserve

Attachments: Quote from DGA



Date: 01/06/16

Address: 303 Park Rd.

State: KS

Zip: 67062

Phone: 620-327-7128

Email: bradley.kohlman@usd460.org

Contact Person:

Title:

Subtotal:	\$	4,095.00
Tax:		
Freight:	\$	507.30
Grand Total:	\$	4,602.30



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Inspection Services Agreement

Recommendation: Approve the Agreement

Background Information:

Briefed by: City Administrator

Summary: This is a cooperative inspection services agreement between the cities of Sedgwick, Halstead, Bentley, and Burrton for inspection of projects related to residential, commercial, and industrial construction. The City of Sedgwick administers and manages the program. There will be a \$15 trip charge and a \$26 per hour flat rate charge (1/4 hour increments) for each inspection, billed quarterly. The agreement is for one year with a 60-day termination notice. This service has been discussed with local builders.

After one year of using this service, we will determine if an increase in building permit fees is required to support the program.

Financial Impact: Funded through permit fees

Source of Funds: General Fund

Attachments: Inspection Services Agreement

THIRD AMENDMENT TO AGREEMENT (JOINT INSPECTION SERVICES)

This Third Amendment, dated this ____ day of _____, 2016, is made by and between the City of Bentley, Kansas, a municipal corporation, the City of Burrton, Kansas, a municipal corporation, the City of Halstead, Kansas, a municipal corporation, the City of Sedgwick, Kansas, a municipal corporation, the City of Mount Hope, Kansas, a municipal corporation, and the City of Moundridge, Kansas, a municipal corporation (hereinafter collectively referred to as the "Cities") and the City of Hesston, Kansas, a municipal corporation ("Hesston").

RECITALS

A. The original agreement for joint inspection services was made and entered into on the 7th day of February, 2011, by and between the City of Bentley, Kansas, a municipal corporation, the City of Burrton, Kansas, a municipal corporation, the City of Halstead, Kansas, a municipal corporation, and the City of Sedgwick, Kansas, a municipal corporation, and subsequently amended the agreement on the 24th day of August, 2011, to add the City of Mount Hope Kansas, and then again amended the agreement on the 5th day of March, 2012, to add the City of Moundridge, Kansas (hereinafter collectively referred to as the "Cities" unless specifically identified individually);

The original agreement was entered into for a term of one (1) year to run on a continuing calendar year basis ended, should any participating city so desire, on December 31 in a given year with each year thereafter under the terms and conditions outlined therein; and

B. In connection with the Cities' desire to add an additional contracting municipality and the desire of Hesston to be added as an additional contracting municipality, the Cities and Hesston desire to amend the terms of the original agreement, as provided in paragraph 10 of said agreement, to reflect amendments as provided therein.

AGREEMENT

In consideration of the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Cities and Hesston, the parties agree as follows:

Addition of Contracting Municipality. The parties hereby amend the original agreement to include the City of Hesston, Kansas as a contracting municipality under the existing terms of the original agreement in its entirety unless expressly modified as noted herein as follows:

Provisions Not Amended. Except as specifically set forth in this Third Amendment, all of the terms and conditions of the original agreement, the First Amendment and the Second Amendment thereto previously executed, shall continue in full force and effect. If there is any conflict between the terms of this Third Amendment and the original agreement,

the First Amendment and the Second Amendment, the terms of this Third Amendment shall control.

General Provisions. If not in conflict with the terms hereof, the terms of the original agreement identified herein shall also govern the terms of this Third Amendment.

CITY OF BENTLEY, KANSAS

[seal]

Rex Satterthwaite, Mayor

ATTEST:

Daylene Beckner, City Clerk

CITY OF BURRTON

[seal]

Clark Kirk, Mayor

ATTEST:

Kim Ryan, City Clerk

CITY OF HALSTEAD, KANSAS

[seal]

William Ewert, Mayor

ATTEST:

Ethan Reimer, City Clerk

CITY OF SEDGWICK, KANSAS

[seal]

Rodney Eggleston, Mayor

ATTEST:

Janise Enterkin, City Clerk

CITY OF MOUNT HOPE, KANSAS

[seal]

Terry Somers, Mayor

ATTEST:

George R. Dick, City Clerk

CITY OF MOUNDRIDGE, KANSAS

[seal]

Gary Fisher, Mayor

ATTEST:

Randy Frazer, City Clerk

CITY OF HESSTON, KANSAS

[seal]

David K. Kauffman, Mayor

ATTEST:

Jason Thrasher, City Clerk



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Executive Session

Recommendation: Recess to Executive Session – Item No. 2

Background Information:

The Kansas Open Meetings Act allows bodies subject to the Act to recess their open meetings for closed or executive sessions for purposes of discussing certain topics and those topics only. The subjects that may be handled in an executive session include the following:

1. personnel matters of non-elected personnel;
2. consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;
3. matters relating to employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;
4. confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
5. matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
6. preliminary discussions relating to the acquisition of real property; and
7. matters relating to security measures, if discussion at an open meeting would jeopardize the security measures.



Agenda Item Summary

Meeting date: February 8, 2016

Subject: Executive Session

Recommendation: Recess to Executive Session – Item No. 6

Background Information:

The Kansas Open Meetings Act allows bodies subject to the Act to recess their open meetings for closed or executive sessions for purposes of discussing certain topics and those topics only. The subjects that may be handled in an executive session include the following:

1. personnel matters of non-elected personnel;
2. consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;
3. matters relating to employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;
4. confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
5. matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
6. preliminary discussions relating to the acquisition of real property; and
7. matters relating to security measures, if discussion at an open meeting would jeopardize the security measures.