



## CITY OF HESSTON AGENDA

Monday, November 09, 2020

Council Chamber/Municipal Court Building

110 E. Smith Street

### **Present**

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

### **Others Present**

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

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

### **1. Call to Order - 6:00pm**

### **2. Additions to Agenda**

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

### **3. Consent Agenda**

- [A.](#) Council Minutes
- [B.](#) Appropriations
- [C.](#) Financial Statements
- [D.](#) Building Permits
- [E.](#) Board Minutes



#### **4. Constituency Comments**

[F.](#) Constituency Comments

#### **5. Proclamations and Awards**

#### **6. Public Hearing**

#### **7. Ordinances & Resolutions**

#### **8. Old Business**

[G.](#) ICON Structures – Grocery Store

#### **9. New Business**

[H.](#) Ridge Pointe Development Agreement

[I.](#) 2020 Audit Services Contract

[J.](#) Annual Continuing Disclosure Filing - City

[K.](#) Annual Continuing Disclosure Filing - PBC

#### **10. Other Business**

[L.](#) Board and Committee Expiring Terms

#### **11. Executive Session**

#### **12. Adjourn Meeting**

[M.](#) Adjourn Meeting

Note: Hearing impaired persons may request an interpreter.



**CITY OF HESSTON  
CITY COUNCIL MEETING**

Item A.

**MINUTES of October 12, 2020**

**Council Meeting No. 17**

The regular meeting of the Hesston City Council was held on Monday, October 12, 2020 at 6:00 p.m. via online video meeting software. The Council Chambers / Municipal Court Building located at 110 E. Smith Street was open to the public to view and/or participate in the meeting.

**PRESENT**

Council members Larry Fuqua, Jason Jones, Brad Unruh, Clare Moore and Susan Swartzendruber, City Administrator Gary Emry, City Attorney J.T. Klaus, and City Clerk Jason Thrasher with Mayor David Kauffman presiding. A quorum was present.

**OTHERS PRESENT**

Hesston Eagle Scout Noah LeFevre and Ron LeFevre, Dean Leatherman with Preferred Builders, Jason Gish with MKEC Engineering, Hesston Chamber Director Megan Smith, and Jackie Nelson with the Hesston Record.

**CONSENT AGENDA**

Jason Jones moved to approve the consent agenda as presented. Larry Fuqua seconded. Motion carried 5-0.

**CONSTITUENCY COMMENTS**

Mayor Kauffman opened the floor for constituency comments.

Hearing no comments, Mayor Kauffman proceeded to the next item of business.

**ORDINANCES AND RESOLUTIONS**

**ORDINANCE NO. 010-2020-221: BRUSH PIT FINES**

Larry Fuqua made a motion to adopt Ordinance No. 020-2020-221 which establishes fines for violating regulations at the City's brush pit. Clare Moore seconded. Motion carried 5-0.

**RESOLUTION NO. 1155: BRUSH PIT HOURS OF OPERATION**

Clare Moore made a motion to adopt Resolution No. 1155 which establishes the hours of operation of the City's brush pit. Susan Swartzendruber seconded. Motion carried 5-0

**RESOLUTION NO. 1156: KDOT GRANT**

Clare Moore made a motion to adopt Resolution No. 1156 which authorizes staff to make application for a KDOT Transportation Enhancement Grant in the amount of \$1,966,678 that would fund the *Hesston, KS Bicycle and Pedestrian Master Plan*. Further, the motion directed staff to include the phases and associated costs of each phase of the master plan within the grant application. Jason Jones seconded. Motion carried 5-0

**OLD BUSINESS**

**CROSS WIND NEIGHBORHOOD REVITALIZATION PLAN**

Council Member Clare Moore abstained from the discussion.

It was the consensus of the council to direct staff to contact Cross Wind Conference Center Executive Director Steve Brecheisen and request clarification as to which Neighborhood Revitalization Program criteria Cross Wind believes they meet and to submit their response for consideration at the November 9<sup>th</sup> City Council Meeting.

**NEW BUSINESS**

**EAGLE SCOUT PRESENTATION**

Brad Unruh moved to approve a request for funding in the amount of \$200 by Hesston Eagle Scout Noah LaFevre to build three bat boxes and to coordinate the placement of the boxes with the Parks Department. Susan Swartzendruber seconded. Motion carried 5-0.



**RIDGE POINTE MASTER PLAN**

Clare Moore moved to accept the initial proposal by MKEC Engineering for the design of Ridge Pointe as a general concept with the understanding that the design is fluid and adjustable. Larry Fuqua seconded. Motion carried 5-0.

**KING PARK SIDEWALK PROPSAL**

Clare Moore moved to approve a bid in the amount of \$19,987 from Preferred Builders to replace and widen 467 LF of sidewalk on the west side of King Park. Susan Swartzendruber seconded. Motion carried 5-0.

**HARVEY COUNTY ROAD MAINTENANCE PROPOSAL**

Jason Jones moved to approve the participation with Harvey County on a 2021 micro-surfacing project that would include the city sections of Ridge Road and Lincoln Blvd. with an estimated city cost of \$75,364.80. Clare Moore seconded. Motion carried 5-0.

**EXECUTIVE SESSION**

At 8:20 p.m. Brad Unruh moved to enter into an executive session for 25 minutes pursuant to the exemption related to attorney client privilege (K.S.A. 75-4319(b)(2)) for the purpose of discussing contractual matters. The open meeting would resume via Zoom internet meeting software at 8:45 p.m. with those present in the executive session being the Mayor, City Council, City Administrator, and City Attorney. Susan Swartzendruber seconded. Motion carried 5-0.

At 8:45 p.m. the regular session resumed with no binding action taken during the session.

**ADJOURN MEETING**

At 8:48 p.m. Clare Moore moved to adjourn the meeting. Jason Jones seconded. Motion carried 5-0.

Recorded by  
Jason Thrasher  
City Clerk



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Item B.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/09/2020			064172		
C-CHECK	VOID CHECK	V	10/09/2020			064190		

* * 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:	2 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	0.00	0.00	0.00
BANK: *		TOTALS:	2	0.00	0.00	0.00



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00685	DIVISION SALES & EXCISE TAXES							
I-10162020	SEPT SALES TAX	D	10/16/2020	5,692.94		000262		5,692.94
02525	HESSTON RESOURCE CENTER							
I-09302020	GRANT: UTILITIES/ELECTRIC (3)	V	9/30/2020	475.59		064114		475.59
02525	HESSTON RESOURCE CENTER							
M-CHECK	HESSTON RESOURCE CENTER UNPOST	V	10/02/2020			064114		475.59CR
07745	1-2-1 MARKETING, INC							
I-138473	QUARTERLY WEBSITE FEES	R	10/09/2020	447.00		064138		447.00
00100	ABC TERMITE & PEST CONTROL							
I-14671	SEPT PEST CONTROL: CITY HALL	R	10/09/2020	45.00		064139		
I-14673	SEPT PEST CONTROL: GOLF CLBHS	R	10/09/2020	16.28		064139		
I-14674	SEPT PEST CONTROL:CITY SHELTER	R	10/09/2020	35.00		064139		
I-14675	SEPT PEST CONTROL: POLICE BLDG	R	10/09/2020	25.00		064139		121.28
06255	ACCU-CRETE MOBILE CONCRETE							
I-3581	REPAIR SIDEWALK:PHEASANT/RIDGE	R	10/09/2020	550.00		064140		550.00
00770	ARBOR DAY FOUNDATION							
I-10092020	ARBOR DAY MEMBERSHIP FEE	R	10/09/2020	25.00		064141		25.00
05680	CANTON SERVICE CENTER, INC							
I-129435	570 GRADER FRONT TIRES	R	10/09/2020	1,288.43		064142		1,288.43
03415	CARQUEST NEWTON							
I-10092020	HYDRAULIC HOSE/COUPLING	R	10/09/2020	48.22		064143		48.22
00485	CITIZENS STATE BANK							
I-OCT2020-MONTHLY	OCT 2020 GOLF CARTS LEASE PUR	R	10/09/2020	4,293.85		064144		4,293.85
08480	CORE & MAIN LP							
I-M957885	SETTERS/METER CPLG	R	10/09/2020	66.39		064145		
I-N027643	3/4" CUTIN ELL & SETTERS	R	10/09/2020	139.74		064145		
I-N075929	PVC PIPE/FLAT RINGS/CPLG/90 BN	R	10/09/2020	1,066.12		064145		
I-N080748	18" FLAT RING (3)	R	10/09/2020	70.71		064145		1,342.96
04330	COX COMMUNICATIONS							
I-CITY HALL 10/2020	OCT CITY HALL INTERNET/TV	R	10/09/2020	165.47		064146		
I-GOLF 10/2020	OCT GOLF PHONE/INTERNET/TV	R	10/09/2020	421.35		064146		586.82



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00645	D C & B SUPPLY, INC							
I-5030	YLW FLAGS/REGULATOR/PIPE	R	10/09/2020	790.50		064147		790.50
09125	DUTTON-LAINSON COMPANY							
I-S16980-1	CELLULAR UPGRADE:AMR COLLECTOR	R	10/09/2020	1,495.00		064148		1,495.00
00750	EMC INSURANCE CO							
I-10092020	WC DEDUCTIBLE: J.GARVER	R	10/09/2020	240.00		064149		240.00
07480	EVCO WHOLESALE FOOD CORP.							
I-504381	MEAT/BUNS/CHIPS/STRAWS/TP	R	10/09/2020	441.17		064150		441.17
01660	EVERGY							
I-GROUP 10/2020	GROUP BILL SERVICE THRU 9/23	R	10/09/2020	13,309.10		064151		
I-ST LGTS 10/2020	STREET LIGHT SERVICE THRU 9/25	R	10/09/2020	3,987.49		064151		17,296.59
08770	FIRE SMART PROMOTIONS							
I-110326	FIRE PREVENTION WEEK GIFTS	R	10/09/2020	1,524.00		064152		1,524.00
08075	FLINT HILLS MATERIALS							
I-25128	ASPHALT: SMITH/STREETER	R	10/09/2020	2,715.90		064153		
I-25134	ASPHALT: REPAIRS	R	10/09/2020	6,339.70		064153		9,055.60
00895	GALLS, LLC							
I-16449597	TACTICAL BOOTS (1)	R	10/09/2020	135.94		064154		135.94
09215	GFM SERVICES, LLC							
I-10092020	#53: TOOLBOX MODIFICATION	R	10/09/2020	800.00		064155		800.00
08625	GILMORE SOLUTIONS, INC							
I-19310	DOWN PAYMENT: 3 PC'S	R	10/09/2020	2,400.00		064156		2,400.00
00885	GOERING HARDWARE CORPORATION							
I-252593	REPLACE T-STAT: EMS & FIRE A/C	R	10/09/2020	128.99		064157		
I-254118	REPLACE RELAY/CAPACITOR	R	10/09/2020	191.13		064157		
I-254121	REPLACE T-STAT: FURNACE	R	10/09/2020	138.99		064157		459.11
01005	HACH COMPANY							
I-12140796	PHOSVER 3 ACCUVAC (6)	R	10/09/2020	304.47		064158		304.47
01070	HARVEY COUNTY SOLID WASTE							
I-10092020	SEPT LANDFILL/SLUDGE FEES	R	10/09/2020	5,046.11		064159		5,046.11



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01160	HESSTON CHAMBER OF COMMERCE							
I-1330.1	CHAMBER CHECKS:UTILITY DRAWING	R	10/09/2020	250.00		064160		250.00
01245	HESSTON PRESTIGE PRINTING							
I-28904	UPS CHG:UTILITIES/POST-ITS	R	10/09/2020	18.50		064161		
I-28914	ENVELOPES/RETIREE SIGN/FEDEX	R	10/09/2020	181.93		064161		
I-28952	THERMAL CREDIT CARD PAPER	R	10/09/2020	176.87		064161		
I-28953	GLUE STICK (2)	R	10/09/2020	3.50		064161		380.80
02525	HESSTON RESOURCE CENTER							
I-10092020	GRANT: RENT/UTILITIES (4)	R	10/09/2020	609.00		064162		609.00
01210	HESSTON TRUE VALUE							
I-10092020	SEPT SUPPLIES	R	10/09/2020	632.50		064163		
I-GAS 10092020	SEPT SUPPLIES	R	10/09/2020	10.84		064163		643.34
08790	JAY'S UNIFORMS LLC							
I-202028386	GOLD BADGES (2)	R	10/09/2020	272.04		064164		272.04
01675	KANSAS MUNICIPAL UTILITIES, IN							
I-15515	4TH QTR 2020 SAFETY TRAINING	R	10/09/2020	2,405.00		064165		2,405.00
01690	KANSAS ONE-CALL SYSTEM INC							
I-90285	LOCATES (59)	R	10/09/2020	70.80		064166		70.80
04480	KANSAS PAVING							
I-10080438	HOT MIX ASPHALT	R	10/09/2020	1,322.75		064167		1,322.75
01780	KMGA-GAS SUPPLY OPERATING							
I-KMGA-HE-2020-08	OCT NOM/AUG ACT'L NAT'L GAS	R	10/09/2020	41,022.13		064168		41,022.13
01810	KROPF LUMBER CO							
I-10092020	SEPT SUPPLIES	R	10/09/2020	524.57		064169		524.57
00540	M6 CONCRETE ACCESSORIES							
I-880536-IN	STREET VIBRATOR (3)	R	10/09/2020	937.00		064170		937.00
00530	MARTIN AUTO PARTS, INC.							
C-28184	RETURNED: RADIATOR	R	10/09/2020	82.22CR		064171		
I-27964	BATTERY (1)	R	10/09/2020	52.22		064171		
I-27989	WIPER BLADE/OIL FILTER	R	10/09/2020	23.97		064171		
I-27993	AIR FILTER/WIPER BLADE/EXACTBD	R	10/09/2020	27.99		064171		
I-28003	BATTERY (1)	R	10/09/2020	139.99		064171		
I-28033	5W20 OIL/HYD OIL	R	10/09/2020	129.43		064171		
I-28066	ANTIFREEZE/STOP LEAK	R	10/09/2020	33.64		064171		
I-28119	F-350: RADITOR/HOSE	R	10/09/2020	324.79		064171		
I-28193	LOADER: FITTING/HYD HOSE	R	10/09/2020	63.43		064171		
I-28197	SYNGEAROIL 75W140 (1)	R	10/09/2020	13.99		064171		



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I-28227	CLUTCH PILOT BEARING (2)	R	10/09/2020	35.98		064171		
I-28244	BATTERY (1)	R	10/09/2020	139.99		064171		
I-28247	DEFROSTER/WINDSHEILD WASH	R	10/09/2020	18.48		064171		
I-28309	GRADER: RADIATOR STOP LEAK (1)	R	10/09/2020	4.29		064171		
I-28311	BOXED MINIATURES (1)	R	10/09/2020	3.49		064171		
I-28317	F-350: RED LAMP (1)	R	10/09/2020	6.49		064171		935.95
1	MERCEDES TEXTILES LTD							
I-77874	MERCEDES TEXTILES LTD:	R	10/09/2020	491.44		064173		491.44
05120	MID-KANSAS COOPERATIVE							
I-51680	SEPT CLEAR DIESEL/GASOLINE	R	10/09/2020	2,311.07		064174		2,311.07
08015	MKEC ENGINEERING, INC							
I-168634	ENGINEERING: RIDGE POINT	R	10/09/2020	1,530.50		064175		1,530.50
02180	NEWTON FIRE/EMS DEPARTMENT							
I-10052020	FIREFIGHTING FOAM (24 BUCKETS)	R	10/09/2020	2,518.80		064176		2,518.80
07770	NISLY BROTHERS TRASH SERVICE,							
I-207490	SEPT REFUSE/RECYCLE/SLUDGE	R	10/09/2020	14,432.50		064177		14,432.50
07885	OFFICE ALLY							
I-1124645-IN	SEPTEMBER CLAIM FEE: EMS	R	10/09/2020	35.00		064178		35.00
07705	PHILLIPS SOUTHERN ELECTRIC CO.							
I-2000240-01	REPAIR SIGNALS:RANDAL/COMMERCE	R	10/09/2020	1,314.40		064179		1,314.40
01595	POLLARDWATER							
I-176142	LINE PULLER	R	10/09/2020	1,288.83		064180		
I-176185	METER PIT PUMP (1)	R	10/09/2020	325.86		064180		1,614.69
02745	SKEET'S SERVICE INC							
I-15624	'16 TAHOE: OIL CHANGE	R	10/09/2020	92.38		064181		
I-15631	#16: MOTOR MOUNT	R	10/09/2020	315.50		064181		
I-15648	#69: BATTERY	R	10/09/2020	97.50		064181		
I-15650	#52: REPAIR TIRE	R	10/09/2020	25.00		064181		530.38
07560	SOARING EAGLE DESIGNS							
I-7836	GOLF METALS: GOLF EVENT	R	10/09/2020	89.62		064182		89.62
1	TINA MONARES							
I-MONARES 10/2020	TINA MONARES:	R	10/09/2020	70.00		064183		70.00



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02995	USA BLUE BOOK							
I-363900	GLOVES (2 BX)	R	10/09/2020	50.42		064184		50.42
07940	UTILITY SAFETY AND DESIGN INC							
I-IN20203420	GAS ODORANT	R	10/09/2020	969.80		064185		969.80
04093	VISA #1205 - CITIZEN'S STATE B							
I-VISA #1 10/2020	HONEY BUNS/GATORADE/RED BULL	R	10/09/2020	390.58		064186		390.58
04101	VISA #2450 - CITIZEN'S STATE B							
I-VISA #1 10/2020	ELECTROSTATIC SANITIZER	R	10/09/2020	5,696.22		064187		
I-VISA #10 10/2020	#56: TWO SPEED MOTOR KIT	R	10/09/2020	115.85		064187		
I-VISA #2 10/2020	ALICE INSTRUCT.RECERT.TRAINING	R	10/09/2020	10.00		064187		
I-VISA #3 10/2020	SANTI-CLOTH DISINFECTANT	R	10/09/2020	95.76		064187		
I-VISA #4 10/2020	EMS RECERTIFICATION (6)	R	10/09/2020	220.00		064187		
I-VISA #5 10/2020	REPAIR AMB MEDICAL BAG	R	10/09/2020	20.00		064187		
I-VISA #6 10/2020	9/10 EMS STAND-BY MEAL	R	10/09/2020	36.45		064187		
I-VISA #7 10/2020	HI-VIS SWEATSHIRTS (13)	R	10/09/2020	779.87		064187		
I-VISA #8 10/2020	#55: MUDFLAP (1)	R	10/09/2020	19.99		064187		
I-VISA #9 10/2020	10/21-22 VIRTUAL WKSP: LINDA	R	10/09/2020	490.00		064187		7,484.14
04098	VISA #2567 - CITIZEN'S STATE B							
C-VISA CREDIT 10/20	RETURN:IGNITION COIL MODULE	R	10/09/2020	59.99CR		064188		
I-VISA #10 10/2020	AD NOTICES (3)	R	10/09/2020	123.20		064188		
I-VISA #11 10/2020	9/17 MEAL: FIRE HOSE TESTING	R	10/09/2020	54.46		064188		
I-VISA #2 10/2020	SANITIZER (4)	R	10/09/2020	72.57		064188		
I-VISA #3 10/2020	EMPLOYEE SERVICE AWARDS (6)	R	10/09/2020	950.00		064188		
I-VISA #4 10/2020	PICKLEBALL SIGN-UP SOFTWARE	R	10/09/2020	269.89		064188		
I-VISA #5 10/2020	LOGITECH WEBCAM/LENS PROTECTOR	R	10/09/2020	475.96		064188		
I-VISA #6 10/2020	FOAMING SOAP DISPENSER (1)	R	10/09/2020	23.22		064188		
I-VISA #7 10/2020	PRO 400 PRINTER TONER (2)	R	10/09/2020	95.00		064188		
I-VISA #8 10/2020	UTILITY BILLS MAILBOX	R	10/09/2020	672.97		064188		
I-VISA #9 10/2020	REAR ACCESS LETTER LOCKER:CITY	R	10/09/2020	916.90		064188		
I-VISA#1 10/2020	CARD (1)	R	10/09/2020	3.03		064188		3,597.21
04502	VISA #2625 CITIZEN'S STATE BAN							
I-VISA #1 10/2020	POSTAGE	R	10/09/2020	29.50		064189		
I-VISA #10 10/2020	EVIDENCE POUCHES (150)	R	10/09/2020	176.69		064189		
I-VISA #11 10/2020	CYPERPOWER MINI TOWER	R	10/09/2020	119.95		064189		
I-VISA #12 10/2020	ACCESSORIES:SECURITY CAMERA	R	10/09/2020	283.97		064189		
I-VISA #13 10/2020	POSTAGE STAMPS	R	10/09/2020	110.00		064189		
I-VISA #2 10/2020	BATTERY (2)	R	10/09/2020	84.99		064189		
I-VISA #3 10/2020	CAR LIFT/BATTERIES	R	10/09/2020	77.83		064189		
I-VISA #4 10/2020	CAR IPHONE CHARGER (3)	R	10/09/2020	44.85		064189		
I-VISA #5 10/2020	VEHICLE LOCK OUT TOOL (1)	R	10/09/2020	22.49		064189		
I-VISA #6 10/2020	ALICE INSTRUCT.RECERT.TRAINING	R	10/09/2020	10.00		064189		
I-VISA #7 10/2020	CROSSING GUARD VEST (3)	R	10/09/2020	47.97		064189		
I-VISA #8 10/2020	AIR WEDGE PUMP/GUARD VESTS	R	10/09/2020	95.87		064189		
I-VISA #9 10/2020	LONG SLEEVE POLO SHIRTS (13)	R	10/09/2020	585.00		064189		1,689.11



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04097	VISA #2633 - CITIZEN'S STATE B							
I-VISA #1 10/2020	NEXTIVA PHONE SYSTEM	R	10/09/2020	4,692.81		064191		4,692.81
03115	WHITE STAR MACHINERY							
I-5225901	NOMAFLEX (4)	R	10/09/2020	47.96		064192		47.96
07145	360 DOCUMENT SOLUTIONS							
I-69806514	POLICE COPY SERVICE	R	10/16/2020	175.59		064193		175.59
00105	ADVANCE INSURANCE COMPANY							
I-10162020	NOV LIFE INSURANCE PREMIUM	R	10/16/2020	584.62		064194		584.62
04275	AMERICAN FUN FOOD CO.							
I-2016032-1	CANDY (3 BX)	R	10/16/2020	67.59		064195		
I-2016428-0	CANDY (8 BX)	R	10/16/2020	277.35		064195		344.94
02310	BLACK HILLS ENERGY							
I-10162020	TRANSPORT GAS THRU 9/30	R	10/16/2020	1,190.26		064196		1,190.26
07165	BLUE CROSS & BLUE SHIELD OF KA							
I-10909294	NOV HEALTH CARE PREM/REIMBURSE	R	10/16/2020	34,497.22		064197		34,497.22
04420	BRENNTAG SOUTHWEST, INC.							
I-BSW244328	HYDROFLUOROSILICIC/CHLORINE	R	10/16/2020	2,363.91		064198		2,363.91
06470	BUILDERS CONCRETE & SUPPLY, IN							
I-63037	CONCRETE:INTERSTATE/DUTCH	R	10/16/2020	607.50		064199		
I-63110	CONCRETE:DOWNTOWN LIGHTING	R	10/16/2020	3,256.50		064199		3,864.00
00285	CONRAD FIRE EQUIPMENT							
I-546496	H-52 BLACK HARDCOAT (3)	R	10/16/2020	426.12		064200		426.12
06555	COOPER SURGICAL, INC							
I-5629533	REPAIR DOPPLER	R	10/16/2020	312.37		064201		312.37
04330	COX COMMUNICATIONS							
I-COUNCIL RM 10/2020	OCT COUNCIL RM INTERNET	R	10/16/2020	134.41		064202		
I-POLICE 10/2020	OCT INTERNET SERVICE: POLICE	R	10/16/2020	129.00		064202		263.41
07480	EVCO WHOLESALE FOOD CORP.							
I-507893	MEAT/FRUIT/CHEESE/COOKIES	R	10/16/2020	1,757.01		064203		1,757.01
08625	GILMORE SOLUTIONS, INC							
I-19336	LABOR:COMPUTER SET-UP (2)	R	10/16/2020	337.50		064204		
I-19351	NEXTIVA PHONES-DWN:DIRECT AID	R	10/16/2020	6,800.00		064204		
I-19363	LAPTOP-DOWN PAYMT:DIRECT AID	R	10/16/2020	6,800.00		064204		13,937.50



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01225	HESSTON MACHINE/WELD INC							
I-16736	5 PLATES 15X15X1/2	R	10/16/2020	212.20		064205		
I-16741	WELDING GAS: CITY SHOP	R	10/16/2020	146.58		064205		358.78
01245	HESSTON PRESTIGE PRINTING							
I-28891	UPS CHG: UTILITIES	R	10/16/2020	13.76		064206		13.76
01485	JCI INDUSTRIES INC							
I-8202442	SULZER MIXER ABS:HICKORY LIFT	R	10/16/2020	350.00		064207		350.00
05750	KANSAS GOLF & TURF, INC.							
I-01-234641	GOLF CART BATTERIES #27;32;40	R	10/16/2020	962.62		064208		962.62
03080	KDOR - MISCELLANEOUS TAX SECTI							
I-10162020	3RD QTR WATER PROT/CLEAN DRK	R	10/16/2020	4,600.59		064209		4,600.59
03770	LIFE-ASSIST, INC							
I-1039478	ISOLATION GOWN (2): DIRECT AID	R	10/16/2020	237.62		064210		237.62
04945	MIDWAY MOTORS							
I-86622	#69: SPARK PLUGS/WIRES	R	10/16/2020	302.95		064211		
I-86791	#16: OIL CHANGE	R	10/16/2020	51.07		064211		
I-86795	#23: OIL CHANGE	R	10/16/2020	51.07		064211		
I-86818	#16:UPPER/LOWER OIL PAN/PARTS	R	10/16/2020	989.42		064211		1,394.51
1	NOAH LEFEVRE							
I-LEFEVRE 10/2020	NOAH LEFEVRE:	R	10/16/2020	200.00		064212		200.00
04130	PITNEY BOWES GLOBAL FINANCIAL							
I-3312232713	METER/INSERTER FEE	R	10/16/2020	327.27		064213		327.27
07125	PLAZA TRUCK WASH							
I-10162020	VEHICLE WASHES (5)	R	10/16/2020	22.67		064214		22.67
02545	BRIAN K REIMER							
I-10162020	INSTALL MAILBOXES:CITY HALL	R	10/16/2020	150.00		064215		150.00
09285	STANDARD & ASSOCIATES INC							
I-SA000045032	ENTRY-LEVEL LAW OFFICER TEST(5	R	10/16/2020	100.00		064216		100.00
04160	XEROX FINANCIAL SERVICES							
I-2293375	OCT COPY SERVICE	R	10/16/2020	482.85		064217		482.85



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09080	AT&T MOBILITY							
I-10192020	9/12-10/11 MOBILE SERVICE:EMS	R	10/26/2020	150.27		064225		
I-10192020 POLICE	9/12-10/11 MOBILE SERV:POLICE	R	10/26/2020	314.46		064225		464.73
06470	BUILDERS CONCRETE & SUPPLY, IN CONCRETE:INTERSTATE PARK	R	10/26/2020	607.50		064226		607.50
05380	CASEY'S BUSINESS MASTERCARD SEPT GASOLINE	R	10/26/2020	2,174.00		064227		2,174.00
05135	CENTURYLINK UNRUH LIFT STN SERV THRU 11/17	R	10/26/2020	62.97		064228		62.97
00455	CHENEY DOOR CO., INC REPAIR BAY DOOR:CITY SHOP	R	10/26/2020	920.00		064229		920.00
08480	CORE & MAIN LP 1 & 3/4 COUPLINGS; 90 BEND QJ	R	10/26/2020	138.65		064230		
I-N088457	6 X 12 1/2 REP CLAMPS (2)	R	10/26/2020	329.95		064230		
I-N148897	3/4 COUPLINGS (6)	R	10/26/2020	134.46		064230		603.06
09265	DONALD SNAPP COURT APPT ATTNY:C.WIENS	R	10/26/2020	121.50		064231		121.50
08225	EPOCH EYEWEAR SUNGLASSES (24)	R	10/26/2020	278.31		064232		278.31
01660	EVERGY 110 E SMITH A SERV THRU 10/19	R	10/26/2020	76.60		064233		
I-110 SMITH B 11/20	110 E SMITH B SERV THRU 10/19	R	10/26/2020	80.25		064233		
I-COMMERCE 11/20	COMMERCE SIREN SERV THRU 10/16	R	10/26/2020	33.81		064233		
I-GOLF CL/HS 11/20	GOLF CLUBHOUSE SERV THRU 10/16	R	10/26/2020	400.13		064233		
I-GOLF FOUNT 11/20	GOLF FOUNTAIN SERV THRU 10/19	R	10/26/2020	26.02		064233		
I-GOLF PUMP 11/20	GOLF PUMP SERVICE THRU 10/16	R	10/26/2020	1,772.63		064233		
I-GOLF RD 11/20	GOLF COURSE RD SERV THRU 10/16	R	10/26/2020	73.67		064233		
I-GOLF STRGE 11/20	GOLF STORAGE SERV THRU 10/19	R	10/26/2020	540.41		064233		
I-HICKORY 11/20	HICKORY ENTR SIGN THRU 10/16	R	10/26/2020	24.84		064233		
I-SKATE PK 11/20	SKATE PK SERVICE THRU 10/19	R	10/26/2020	23.97		064233		3,052.33
08075	FLINT HILLS MATERIALS COLD MIX ASPHALT:PATCH HOLES	R	10/26/2020	779.90		064234		779.90
01245	HESSTON PRESTIGE PRINTING UPS/FEDEX CHG; FOAM CORE MAP	R	10/26/2020	223.98		064235		
I-28988	COLORED PAPER (3 RM)	R	10/26/2020	47.85		064235		
I-29010	FEDEX CHARGE: FIRE	R	10/26/2020	8.70		064235		280.53



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03165 I-20-02450	J.L. UNRUH, LLC FILL SAND	R	10/26/2020	445.24		064236		445.24
09295 I-10232020	KANSAS ASSN.OF CHIEFS OF POLIC BALANCE DUE:CLASS 2-SCHROEDER	R	10/26/2020	25.00		064237		25.00
05750 I-01-235473	KANSAS GOLF & TURF, INC. GOLF CART BATTERIES (11)	R	10/26/2020	2,493.89		064238		2,493.89
07630 I-37957	LOU'S GLOVES, INC SAFETY GLASSES (10)	R	10/26/2020	143.00		064239		143.00
05900 I-2060117464	PACE ANALYTICAL SERVICES, INC. SWR SAMPLE ANALYSIS 10/7	R	10/26/2020	404.50		064240		404.50
1 I-HUERTA 10/2020	PATRICIA HUERTA PATRICIA HUERTA:	R	10/26/2020	70.00		064241		70.00
03840 I-10232020	POSTAGE BY PHONE REFILL POSTAGE METER	R	10/26/2020	499.00		064242		499.00
1 I-MOLAND 10/2020	SALLY MOLAND SALLY MOLAND:	R	10/26/2020	35.00		064243		35.00
07935 I-3173876M	STRYKER SALES CORPORATION COT BATTERY (1)	R	10/26/2020	378.11		064244		378.11
07160 I-810433857	VSP VISION NOVEMBER VISION PREMIUM	R	10/26/2020	451.38		064245		451.38
04615 I-10232020	WAL-MART CREDIT CARD POLY LENS (2)	R	10/26/2020	70.00		064246		70.00
00100 I-14711 I-14712 I-14713 I-14714	ABC TERMITE & PEST CONTROL OCT PEST CONTROL: CITY HALL OCT PEST CONTROL: POLICE BLDG OCT PEST CONTROL: SHELTERS OCT PEST CONTROL: GOLF CLHSE	R R R R	10/30/2020 10/30/2020 10/30/2020 10/30/2020	45.00 25.00 35.00 16.28		064253 064253 064253 064253		121.28
05135 I-3274412 11/20	CENTURYLINK LOCAL/LONG DIS/DSL THRU 10/17	R	10/30/2020	927.02		064254		927.02
00485 I-OCT2020-MOWERS	CITIZENS STATE BANK NOV GOLF MOWER LEASE/PURCHASE	R	10/30/2020	1,332.00		064255		1,332.00



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08480	CORE & MAIN LP							
I-N207756	TUBING/CPLG/SETTER/INSERT PE	R	10/30/2020	847.70		064256		
I-N207785	5/8X3/4 SETTER (2)	R	10/30/2020	306.32		064256		
I-N223468	1" SETTER/FLAT RING	R	10/30/2020	814.92		064256		
I-N232261	WATER LINE:NEW GOLF BLDG	R	10/30/2020	2,537.33		064256		
I-N232303	WATER LINE:NEW GOLF BLDG	R	10/30/2020	170.52		064256		4,676.79
00645	D C & B SUPPLY, INC							
I-5097	GAS MTR/CPLG/RISERS/GASKETS	R	10/30/2020	1,413.20		064257		1,413.20
04085	DELTA DENTAL OF KANSAS							
I-1003003202011	NOV DENTAL PREMIUM	R	10/30/2020	2,225.60		064258		2,225.60
01660	EVERGY							
I-LINCOLN SIGN 11/20	LINCOLN ENTR SIGN THRU 10/20	R	10/30/2020	23.75		064259		23.75
01500	HARVEY COUNTY EDC, INC							
I-10302020	OCT ECONOMIC CONTRIBUTION	R	10/30/2020	3,000.00		064260		3,000.00
01045	HARVEY COUNTY SHERIFF OFFICE							
I-10302020	CITY PRISONER HOUSED IN SEPT	R	10/30/2020	35.00		064261		35.00
07260	IMAGE QUEST							
I-IN384015	COPY SERVICE:CITY HALL/SHOP	R	10/30/2020	32.73		064262		32.73
04920	KANSAS ELECTRIC, INC							
I-14295	DOWNTOWN LGTING/NEW SERVICE	R	10/30/2020	43,390.00		064263		43,390.00
01810	KROPF LUMBER CO							
I-10302020	OCTOBER SUPPLIES	R	10/30/2020	857.08		064264		857.08
05330	LLAMAS LAW OFFICES							
I-OCT2020-MONTHLY	OCT 2020 PROSECUTOR FEE	R	10/30/2020	750.00		064265		750.00
00530	MARTIN AUTO PARTS, INC.							
I-28342	AIR FILTER (2)	R	10/30/2020	75.98		064266		
I-28383	#55: COMBINATION SWITCH	R	10/30/2020	123.99		064266		
I-28600	HEADLIGHT BULBS (2 PKG)	R	10/30/2020	37.98		064266		237.95
04945	MIDWAY MOTORS							
I-87014	#69: AUX BATTERY RELAY	R	10/30/2020	332.06		064267		332.06
02835	OFFICE PLUS OF KANSAS							
I-4035664-0	WINDOW ENVELOPES:UTILITIES	R	10/30/2020	270.00		064268		270.00



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05900	PACE ANALYTICAL SERVICES, INC. COLILERT TEST: GOLF POND	R	10/30/2020	76.25		064269		76.25
03245	RANDALL J. PANKRATZ OCT 2020 COURT FEE	R	10/30/2020	1,083.33		064270		1,083.33
02640	SALINA SUPPLY BADGER METERS (6)	R	10/30/2020	1,651.50		064271		1,651.50
02820	STATE TREASURER SEPTEMBER COURT FEES	R	10/30/2020	332.50		064272		332.50
04120	TRIPLETT,WOOLF,GARRETSON SEPT 2020 CITY ATTORNEY FEE	R	10/30/2020	2,500.00		064273		2,500.00
03100	UNIFIRST CORPORATION UNIFORM CLEANING/EMBLEM CHG	R	10/30/2020	92.17		064274		
	I-2400971995 BAGGED WIPERS/LAUNDRY BAGS	R	10/30/2020	42.25		064274		
	I-2400972103 UNIFORM CLEANING 10/2	R	10/30/2020	79.67		064274		
	I-2400973534 UNIFORM CLEANING 10/9	R	10/30/2020	79.67		064274		
	I-2400975016 UNIFORM CLEANING 10/16	R	10/30/2020	79.67		064274		
	I-2400976456 UNIFORM CLEANING 10/23	R	10/30/2020	79.67		064274		453.10
08560	VERONCIA MOSQUEDA-BARGDILL OCT PROBATION SERV (17 CS)	R	10/30/2020	425.00		064275		425.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	123	291,349.57	0.00	291,349.57
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	5,692.94	0.00	5,692.94
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	475.59CR	475.59CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: 99	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			125	297,042.51	0.00	297,042.51
BANK: 99		TOTALS:	125	297,042.51	0.00	297,042.51



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00485	CITIZENS STATE BANK							
I-T1 10042020	FEDERAL WITHHOLDING TAX	D	10/09/2020	6,544.23		000256		6,544.23
00485	CITIZENS STATE BANK							
I-T3 10042020	FICA W/H TAX	D	10/09/2020	9,505.94		000257		9,505.94
00485	CITIZENS STATE BANK							
I-T4 10042020	MEDICARE W/H TAX	D	10/09/2020	2,223.22		000258		2,223.22
01355	I.C.M.A.							
I-37 10042020	EMPLOYEE RETIREMENT	D	10/09/2020	1,705.00		000259		
I-37110042020	EMPLOYEE RETIREMENT	D	10/09/2020	319.56		000259		
I-37210042020	ICMA - 2.5% CONT	D	10/09/2020	309.27		000259		
I-37310042020	ICMA - 3%	D	10/09/2020	1,046.71		000259		3,380.54
01620	KANSAS WITHHOLDING TAX							
I-T2 10042020	KANSAS STATE W/H TAX	D	10/09/2020	2,967.11		000260		2,967.11
01615	KPERS							
I-31 10042020	KPERS	D	10/09/2020	6,168.63		000261		
I-31210042020	KPERS-TR2	D	10/09/2020	1,455.78		000261		
I-31310042020	KPERS-TR3	D	10/09/2020	2,258.44		000261		
I-31110042020	K-INSUR.MORATORIUM	D	10/09/2020	676.46		000261		
I-31L10042020	KPERS OPTIONAL LIFE INS	D	10/09/2020	268.80		000261		10,828.11
00485	CITIZENS STATE BANK							
I-T1 10182020	FEDERAL WITHHOLDING TAX	D	10/23/2020	5,840.61		000263		5,840.61
00485	CITIZENS STATE BANK							
I-T3 10182020	FICA W/H TAX	D	10/23/2020	8,754.06		000264		8,754.06
00485	CITIZENS STATE BANK							
I-T4 10182020	MEDICARE W/H TAX	D	10/23/2020	2,047.30		000265		2,047.30
01355	I.C.M.A.							
I-37 10182020	EMPLOYEE RETIREMENT	D	10/23/2020	1,705.00		000266		
I-37110182020	EMPLOYEE RETIREMENT	D	10/23/2020	317.06		000266		
I-37210182020	ICMA - 2.5% CONT	D	10/23/2020	305.77		000266		
I-37310182020	ICMA - 3%	D	10/23/2020	1,044.91		000266		3,372.74
01620	KANSAS WITHHOLDING TAX							
I-T2 10182020	KANSAS STATE W/H TAX	D	10/23/2020	2,694.14		000267		2,694.14



Item B.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01615	KPERS							
I-31 10182020	KPERS	D	10/23/2020	6,115.84		000268		
I-31210182020	KPERS-TR2	D	10/23/2020	1,378.50		000268		
I-31310182020	KPERS-TR3	D	10/23/2020	2,257.67		000268		
I-31I10182020	K-INSUR.MORATORIUM	D	10/23/2020	667.52		000268		10,419.53

05605	AFLAC							
I-40 10042020	AFLAC	R	10/23/2020	112.55		064224		
I-40 10182020	AFLAC	R	10/23/2020	112.55		064224		
I-41 10042020	AFLAC	R	10/23/2020	26.07		064224		
I-41 10182020	AFLAC	R	10/23/2020	26.07		064224		
I-41210042020	AFLAC EMPLOYER PAID	R	10/23/2020	28.56		064224		
I-41210182020	AFLAC EMPLOYER PAID	R	10/23/2020	28.56		064224		334.36

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	334.36	0.00	334.36
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	68,577.53	0.00	68,577.53
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	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: PR	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			13	68,911.89	0.00	68,911.89
BANK: PR	TOTALS:		13	68,911.89	0.00	68,911.89
REPORT TOTALS:			138	365,954.40	0.00	365,954.40



## SELECTION CRITERIA

**Item B.**

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

## CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 10/01/2020 THRU 10/31/2020  
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 Tenth Month Ended  
October 31, 2020**



**Monthly Financial Statement  
For the Tenth Month Ended October 31, 2020**

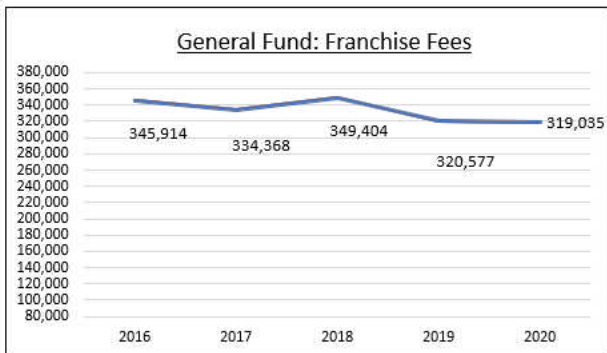
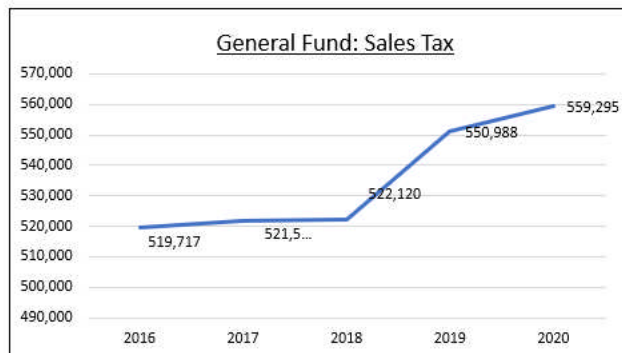
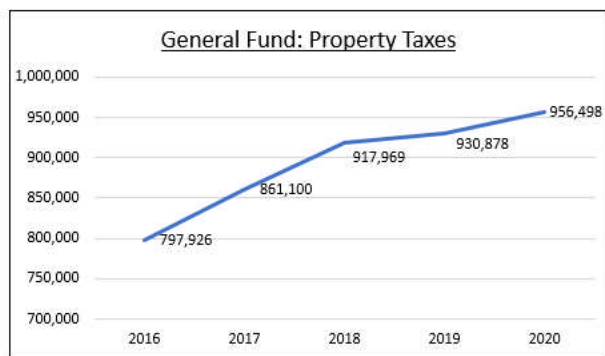
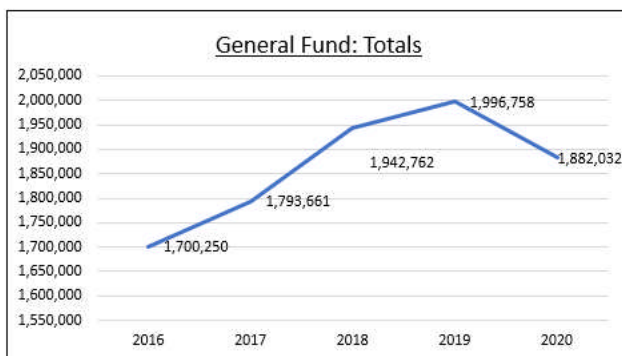
**EXECUTIVE SUMMARY**

**Pooled Cash and Debt (Exhibit I)** – The City's total pooled cash position is approximately \$10.6 million. The City's debt of \$12.1 million is made up of four G.O. Bonds that are paid primarily through special assessments, two PBC Bonds for the library building and the recreation project, the golf cart lease-purchase, two golf cart grounds equipment lease-purchases and a revolving loan for the wastewater treatment plant upgrades.

**Operating Expenses to Budget (Exhibit I)** – All funds are within budget for the first ten months of the year.

**The General Fund (Exhibit II)** – The following is a General Fund analysis of certain revenue categories from Jan – Oct for years 2016-2020. The change in revenue is primarily the result of lower interest rate of return on cash balances.

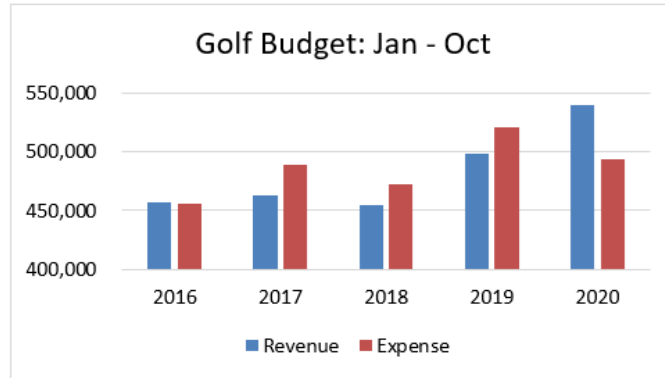
General Fund	2016	2017	2018	2019	2020
Property Tax	704,048	771,190	821,600	831,769	852,452
16/20 Vehicle Tax	255	171	214	125	194
Delinquent Tax	3,870	4,283	7,939	3,303	4,018
RV Vehicle Tax	1,058	1,039	652	686	675
Motor Vehicle Tax	77,702	75,523	78,887	82,742	86,707
Local Sales Tax	487,759	489,246	490,678	490,732	499,736
Franchise Taxes	312,880	302,136	314,299	286,632	288,341
Building Permits	6,610	6,995	3,905	6,752	4,905
Shelter House Fees	7,148	7,313	7,740	7,795	3,150
Interest on Investments	19,600	53,092	122,021	164,868	36,981
<b>Total</b>	<b>1,620,929</b>	<b>1,710,987</b>	<b>1,847,937</b>	<b>1,875,405</b>	<b>1,777,158</b>



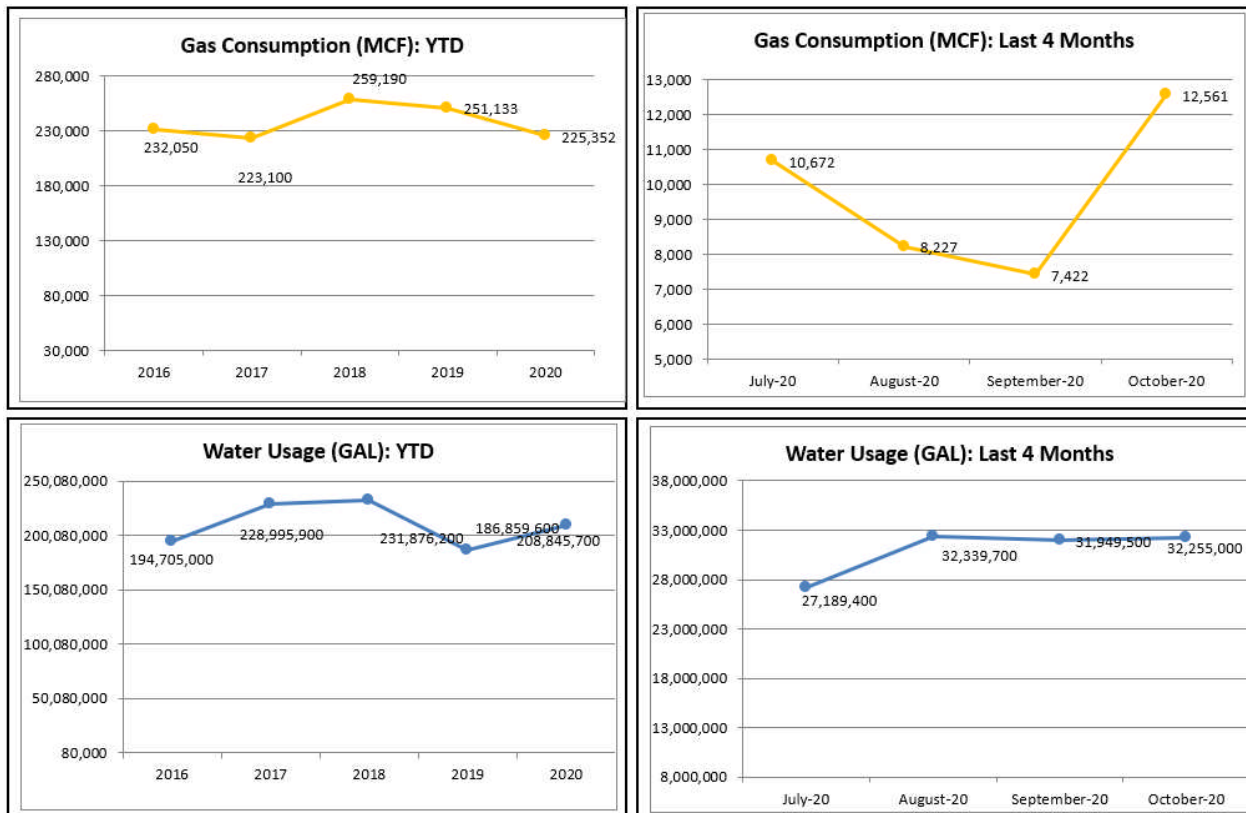


**Golf Fund (Exhibit III)** – The following is a 5-year comparison of Golf Course activity:

Golf Course Current Month - YTD Comparison			
Year	Revenue	Expense	Rev. vs. Exp
2016	456,759	456,260	499
2017	463,466	488,751	(25,284)
2018	454,946	471,948	(17,002)
2019	498,105	520,546	(22,441)
2020	540,103	493,375	46,728



**Utility Operations (Exhibit IV - IX)** – The following graphs shows comparisons of gas and water usage year-to-date over the last 5 years. It also shows gas and water usage over the last 4 months.



**Economic Development & Revolving Loan (Exhibit IX)** – The Revolving Loan fund has a balance of \$186,080 available for new loans. There is currently a moratorium on this program.

**Transient Guest Tax (Exhibit XI)** – No comments.

**PBC, Land Bank, Business Utility Grants (Exhibit XII)** – The Business Utility Grant Fund was added to this section of the financial statements. In April the \$5K City portion of the grant was added to the fund as revenue. In May the \$5K Community Foundation grant was received. Business Utility Grant Assistance was provided in the amount of \$8,070 that went to 9 Hesston businesses.



**CITY OF HESSTON  
POOLED CASH  
As of October 31, 2020**

	<b>BEGINNING BALANCE</b>	<b>CURRENT ACTIVITY</b>	<b>CURRENT BALANCE</b>
01 - General	1,635,264	(20,468)	1,614,796
Unreconciled Claim on Cash	0	0	0
02 - Library	(9,449)	12,240	2,791
03 - Library Maintenance	22,470	0	22,470
04 - Special Street & Highway	352,716	15,451	368,168
06 - Golf	135,960	14,360	150,320
07 - Ambulance (EMS)	111,200	(7,811)	103,388
08 - Community Service Program	85,806	178	85,984
09 - Bond & Interest	74,724	980	75,703
12 - Utility	3,609,399	21,917	3,631,316
13 - Utility Maintenance Reserve	1,073,863	(4,203)	1,069,660
27 - Construction	586,261	(48,955)	537,306
30 - Capital Improvement	1,183,743	0	1,183,743
31 - Transient Guest Tax	0	0	0
33 - Economic Development	45,402	0	45,402
34 - Golf Maintenance Reserve	31,217	(10,613)	20,603
38 - Special Law Enforcement	0	0	0
42 - Fire Equipment Tax	581,716	698	582,414
45 - Equipment Reserve	900,927	(1,286)	899,641
46 - Special Parks	2,215	0	2,215
47 - Utility Deposits	57,350	270	57,620
48 - Gift Certificates (Golf)	9,141	(55)	9,086
50 - Revolving Loan Fund	186,080	0	186,080
55 - PBC	16,661	0	16,661
56 - HLB	22,977	0	22,977
65 - Business Utility Support	1,930	0	1,930
66 - COVID Direct Aid	(5,062)	(9,818)	(14,880)
<b>TOTAL CLAIM ON CASH</b>	<b>10,712,512</b>	<b>(37,116)</b>	<b>10,675,396</b>

**EXPENSE COMPARISON OF ACTUAL TO BUDGET  
For the Tenth Month Ended October 31, 2020**

<b>FUND</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
01 - General	2,231,377	132,976	1,509,181	67.6%	722,196
02 - Library (Appropriations)	236,679	221,804	221,804	93.7%	14,875
03 - Library Maintenance		0	0		
04 - Special Street & Highway	225,000	9,606	141,265	62.8%	83,736
06 - Golf	623,854	31,586	493,375	79.1%	130,479
07 - Ambulance (EMS)	400,826	22,103	287,862	71.8%	112,964
08 - Community Service Program	25,000	133	9,638	38.6%	15,362
09 - Bond & Interest	1,929,814	0	1,697,825	88.0%	231,989
12 - Utility	3,109,122	161,664	1,938,192	62.3%	1,170,930
13 - Utility Maintenance Reserve		4,203	67,195		
27 - Construction		48,955	101,640		
30 - Capital Improvement		0	398,491		
31 - Transient Guest Tax	35,000	0	16,200	46.3%	18,800
33 - Economic Development	8,500	0	5,720	67.3%	2,780
34 - Golf Maintenance Reserve		10,613	60,145		
38 - Special Law Enforcement		0	0		
42 - Fire Equipment Tax	0	0	0	0.0%	0
45 - Equipment Reserve		1,286	255,261		
46 - Special Parks	1,189	0	0	0.0%	1,189
50 - Revolving Loan Fund		0	0		
55 - PBC (Library Bldg. Payment)	694,959	0	613,216	88.2%	81,743
56 - Hesston Land Bank	18,885	0	2,093	11.1%	16,792
65 - Business Utility Grant	0	0	8,070	0.0%	(8,070)
66 - Covid Direct Aid	0	27,269	32,331	0.0%	(32,331)
<b>TOTAL EXPENSES</b>	<b>9,540,205</b>	<b>672,198</b>	<b>7,859,506</b>	<b>72.5%</b>	<b>2,595,762</b>

Standard 83.3%

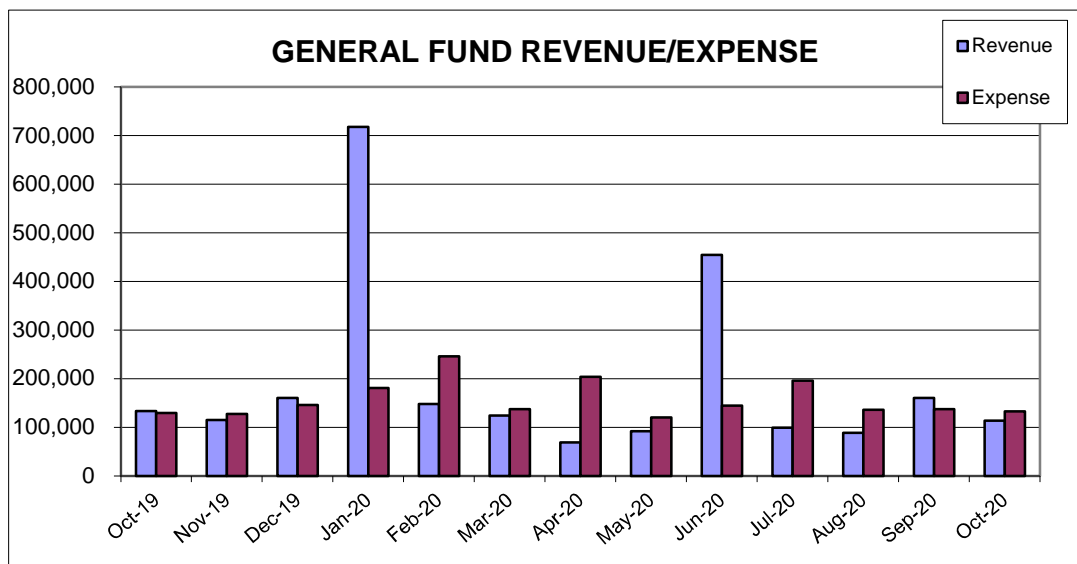
**INDEBTEDNESS  
As of October 31, 2020**

General Obligation Bonds	4,545,000
PBC Bonds - Library Building	560,000
PBC Bonds - Rec. Project	4,710,000
Temporary Notes	-
Lease Purchase Agreements	143,733
WWTP Loan	2,229,038
<b>TOTAL INDEBTEDNESS</b>	<b>12,187,771</b>



**CITY OF HESSTON**  
**GENERAL FUND COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

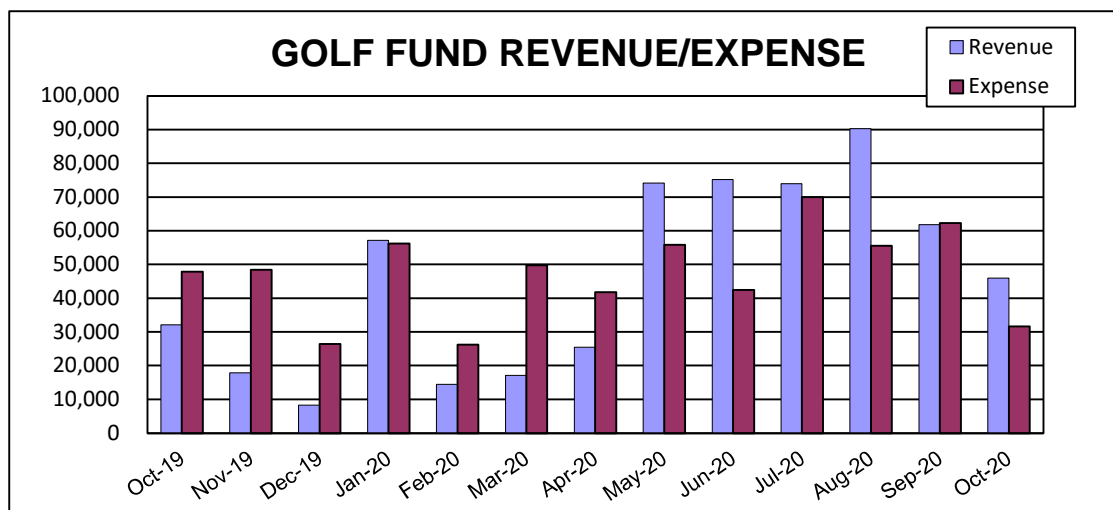
ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Property Tax	902,822	1,128	857,598	95.0%	45,224
Motor Vehicle Taxes	111,828	11,325	98,900	88.4%	12,928
Local Sales Tax	650,000	59,559	559,295	86.0%	90,705
Franchise Taxes	415,000	30,694	319,035	76.9%	95,965
Court Fees & Costs	43,400	3,802	27,159	62.6%	16,241
Interest on Investments	200,000	812	37,794	18.9%	162,206
Lease Revenue	37,057	3,364	14,845	40.1%	22,212
Fees	24,100	1,654	12,889	53.5%	11,211
Miscellaneous Income	24,312	285	9,532	39.2%	14,780
Reimbursements	50,000	1,490	35,245	70.5%	14,755
Intra Fund Transfers	0	0	0	0.0%	0
<b>TOTAL REVENUE</b>	<b>2,458,519</b>	<b>114,113</b>	<b>1,972,292</b>	<b>80.2%</b>	<b>486,227</b>
<b>EXPENDITURES:</b>					
Administration	153,730	9,795	140,144	91.2%	13,586
Police	818,548	55,262	662,135	80.9%	156,413
Street	259,579	22,524	227,647	87.7%	31,932
Fire	179,245	13,836	130,497	72.8%	48,748
Parks	246,075	17,267	188,003	76.4%	58,072
Municipal Court	46,300	2,747	33,998	73.4%	12,302
Lease Purchase	25,509	0	0	0.0%	25,509
Transfers	295,083	0	0	0.0%	295,083
Other Expenses	207,308	11,545	126,756	61.1%	80,552
<b>TOTAL EXPENSES</b>	<b>2,231,377</b>	<b>132,976</b>	<b>1,509,181</b>	<b>67.6%</b>	<b>722,196</b>
<b>NET GAIN/(LOSS)</b>	<b>227,142</b>	<b>(18,862)</b>	<b>463,111</b>		<b>(235,969)</b>





**CITY OF HESSTON**  
**GOLF FUND COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

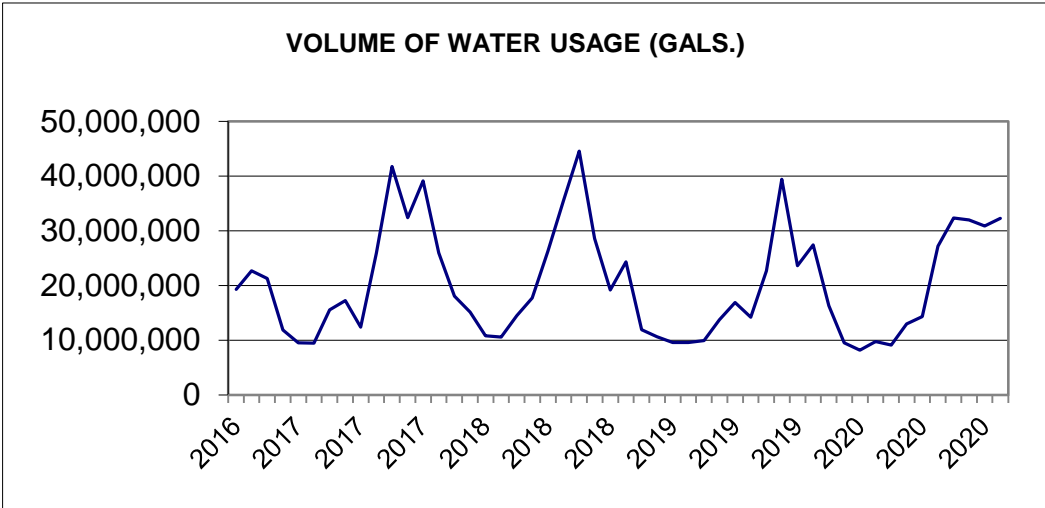
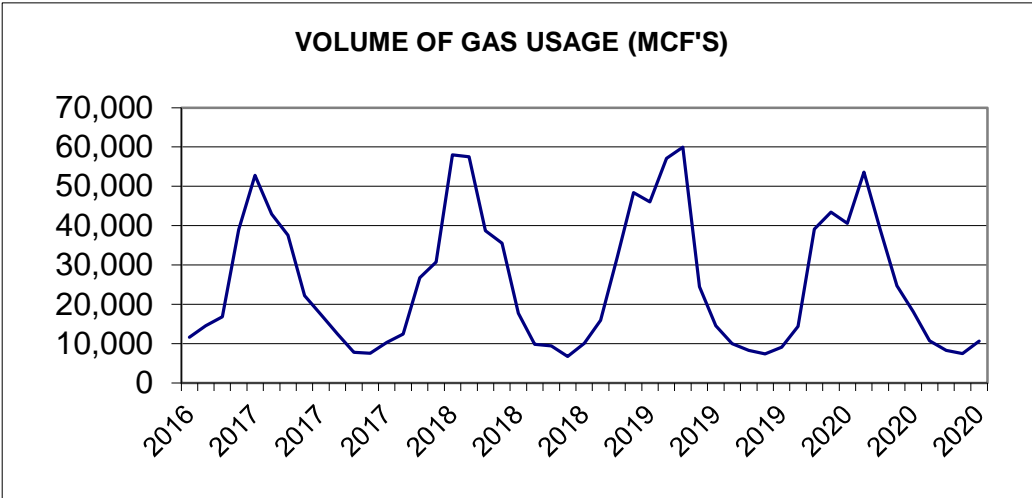
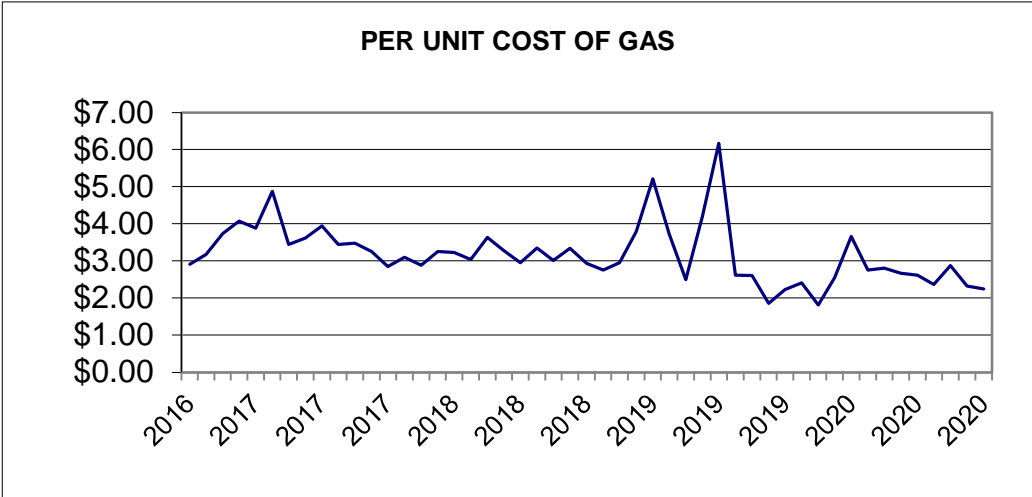
ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Green Fees	120,000	14,440	174,049	145.0%	(54,049)
Golf Cart Fee	116,000	13,853	143,986	124.1%	(27,986)
Commission Golf Lessons	0	20	850	0.0%	(850)
Practice Facility	11,000	1,227	11,120	101.1%	(120)
Banquet Room Rental	0	0	0	0.0%	0
Miscellaneous	4,000	44	3,383	84.6%	617
Tournament Fees	50,000	6,138	32,545	65.1%	17,455
Membership Fees	65,000	1,007	70,743	108.8%	(5,743)
Concessions	85,000	5,196	57,739	67.9%	27,261
Golf Shop Sales	46,000	3,734	33,791	73.5%	12,209
Advertisement Proceeds	0	0	5,820	0.0%	(5,820)
Reimbursements	0	287	4,127	0.0%	(4,127)
<b>TOTAL REVENUE</b>	<b>497,000</b>	<b>45,946</b>	<b>538,152</b>	<b>108.3%</b>	<b>(41,152)</b>
<b>EXPENDITURES:</b>					
Personnel	267,486	21,055	219,575	82.1%	47,911
Contractual Services	87,500	(40)	81,474	93.1%	6,026
Commodities	180,750	4,945	119,764	66.3%	60,986
Capital Outlay	88,118	5,626	71,200	80.8%	16,918
Reimbursement	0	0	1,362	0.0%	(1,362)
<b>TOTAL EXPENDITURES</b>	<b>623,854</b>	<b>31,586</b>	<b>493,375</b>	<b>79.1%</b>	<b>130,479</b>
<b>Net Bef. Franchise Fees</b>	<b>(126,854)</b>	<b>14,360</b>	<b>44,777</b>	<b>0</b>	<b>(171,631)</b>
Add: Transfer	127,000	0	0		127,000
<b>NET GAIN/(LOSS)</b>	<b>146</b>	<b>14,360</b>	<b>44,777</b>	<b>0.0%</b>	<b>(44,631)</b>





HISTORICAL UTILITY INFORMATION

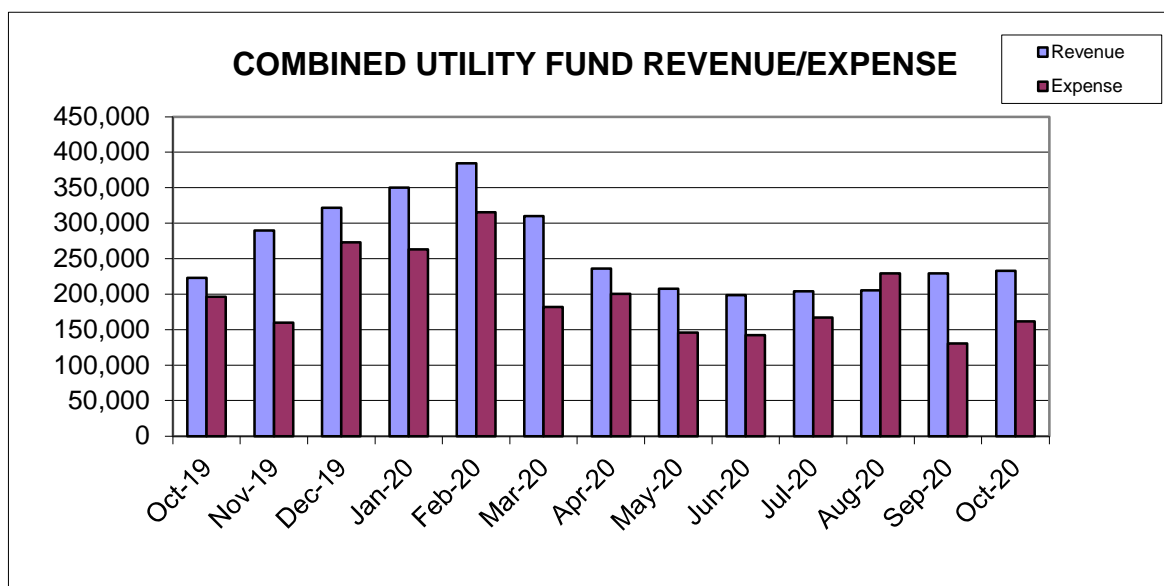
As of October 31, 2020





**CITY OF HESSTON**  
**COMBINED UTILITY FUND COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

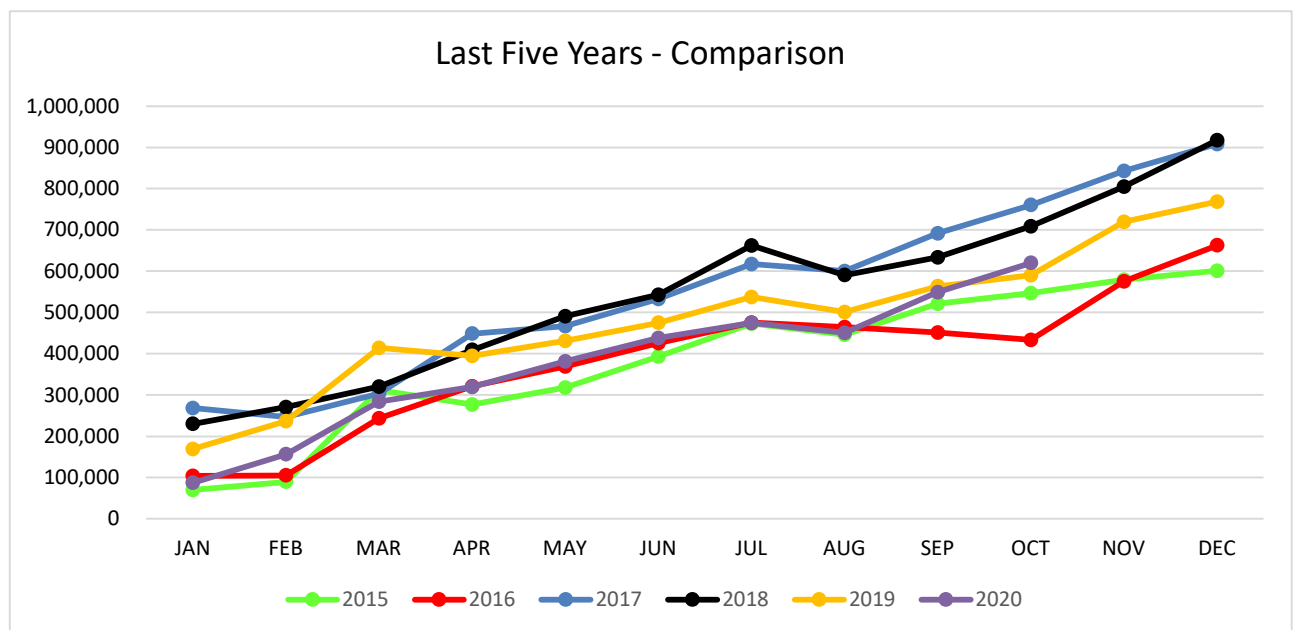
ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<b><u>GAS</u></b>					
Revenue	1,739,000	65,405	1,193,543	68.6%	545,457
Expenditures	1,633,556	71,794	872,999	53.4%	760,557
<b>NET GAIN/(LOSS)</b>	<b>105,444</b>	<b>(6,389)</b>	<b>320,544</b>	<b>304.0%</b>	<b>(215,100)</b>
<b><u>WATER</u></b>					
Revenue	639,000	88,174	563,854	88.2%	75,146
Expenditures	636,104	44,609	403,072	63.4%	233,032
<b>NET GAIN/(LOSS)</b>	<b>2,896</b>	<b>43,565</b>	<b>160,782</b>	<b>5551.9%</b>	<b>(157,886)</b>
<b><u>SEWER</u></b>					
Revenue	764,000	62,577	633,552	82.9%	130,448
Expenditures	649,312	28,333	512,456	78.9%	136,856
<b>NET GAIN/(LOSS)</b>	<b>114,688</b>	<b>34,245</b>	<b>121,096</b>	<b>105.6%</b>	<b>(6,408)</b>
<b><u>REFUSE</u></b>					
Revenue	196,000	16,857	167,210	85.3%	28,790
Expenditures	190,150	16,928	149,666	78.7%	40,484
<b>NET GAIN/(LOSS)</b>	<b>5,850</b>	<b>(71)</b>	<b>17,545</b>	<b>299.9%</b>	<b>(11,695)</b>
<b><u>COMBINED FUND</u></b>					
Revenue	3,338,000	233,014	2,558,159	76.6%	779,841
Expenditures	3,109,122	161,664	1,938,192	62.3%	1,170,930
<b>NET GAIN/(LOSS)</b>	<b>228,878</b>	<b>71,350</b>	<b>619,967</b>	<b>270.9%</b>	<b>(391,089)</b>





### Utilities: Revenue over / (under) Expense

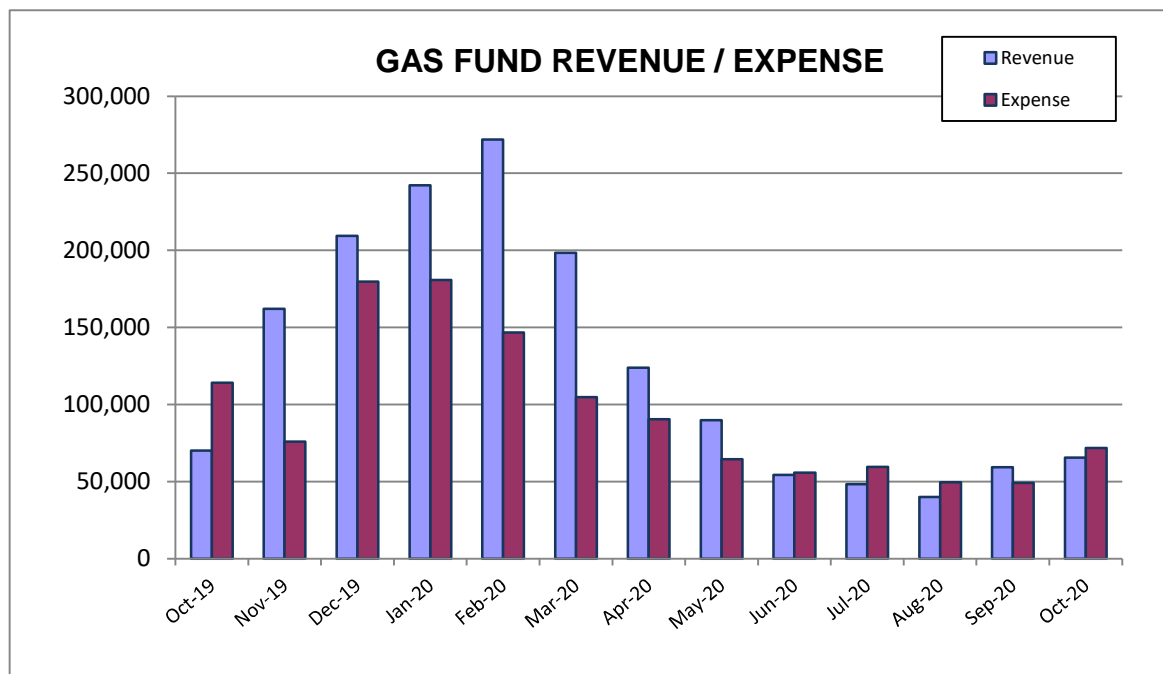
	2014	2015	2016	2017	2018	2019	2020
JAN	287,054	69,479	103,588	268,310	229,858	169,068	87,092
FEB	523,370	89,260	105,170	246,697	270,632	236,442	156,022
MAR	744,597	311,446	242,869	303,165	319,855	413,590	283,871
APR	816,747	276,496	320,438	448,385	408,811	394,638	319,556
MAY	747,068	317,442	368,749	466,463	490,443	430,999	381,414
JUN	822,929	392,735	425,627	532,825	542,898	474,762	437,570
JUL	900,779	472,495	475,320	617,006	662,021	537,517	474,255
AUG	986,012	445,584	464,355	599,973	590,399	501,057	450,158
SEP	1,073,394	520,844	451,480	691,684	633,244	563,220	548,617
OCT	1,105,724	546,762	433,275	760,301	708,449	589,865	619,967
NOV	1,120,085	578,976	575,301	842,849	805,091	719,774	0
DEC	1,155,029	600,932	662,867	908,409	917,580	768,607	0





**CITY OF HESSTON**  
**GAS COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

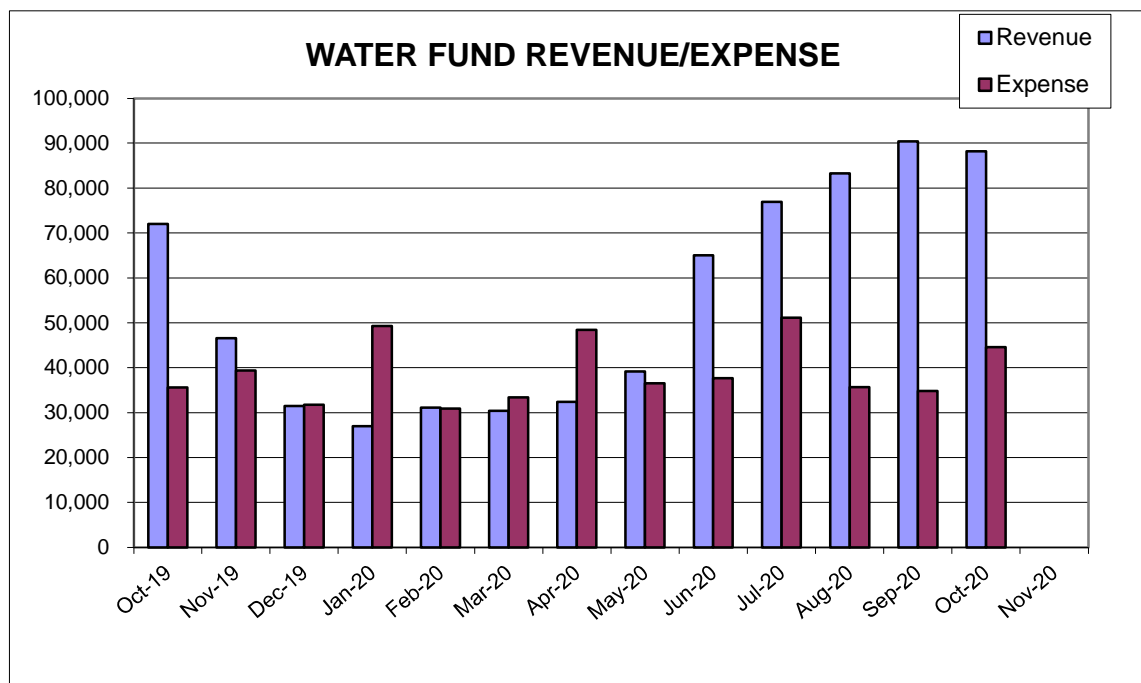
ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD ACTUAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Gas Fees & Sales	1,739,000	65,405	1,193,543	68.6%	545,457
Less: Gas Purchases	1,000,000	42,212	540,847	54.1%	459,153
<b>NET GAS MARGIN</b>	<b>739,000</b>	<b>23,193</b>	<b>652,696</b>	<b>88.3%</b>	<b>86,304</b>
<b>EXPENDITURES:</b>					
Personnel	338,556	23,027	253,678	74.9%	84,878
Contractual	52,500	2,211	51,463	98.0%	1,037
Commodities	23,000	3,336	17,031	74.0%	5,969
Capital Outlay	11,000	1,007	9,071	82.5%	1,929
Reimbursements	0	0	908	0.0%	(908)
Transfers	208,500	0	0	0.0%	208,500
<b>TOTAL EXPENDITURES</b>	<b>633,556</b>	<b>29,582</b>	<b>332,151</b>	<b>52.4%</b>	<b>301,405</b>
<b>NET GAIN/(LOSS)</b>	<b>105,444</b>	<b>(6,389)</b>	<b>320,544</b>	<b>32.9%</b>	<b>(215,100)</b>





**CITY OF HESSTON**  
**WATER COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

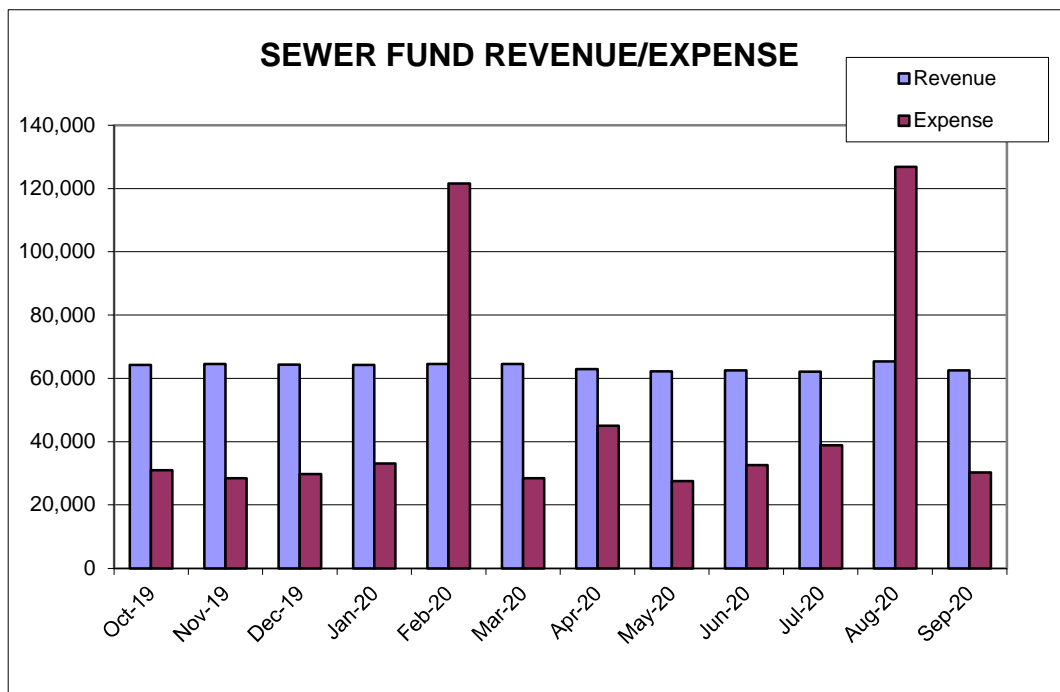
<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Water Fees & Sales	639,000	88,174	563,854	88.2%	75,146
<b>EXPENDITURES:</b>					
Personnel	339,669	22,908	253,491	74.6%	86,178
Contractual	124,450	10,166	108,273	87.0%	16,177
Commodities	43,500	7,800	31,206	71.7%	12,294
Capital Outlay	10,000	3,735	9,297	93.0%	703
Reimbursements	0	0	804	0.0%	(804)
Transfers	118,485	0	0	0.0%	118,485
<b>TOTAL EXPENDITURES</b>	<b>636,104</b>	<b>44,609</b>	<b>403,072</b>	<b>63.4%</b>	<b>233,032</b>
<b>NET GAIN/(LOSS)</b>	<b>2,896</b>	<b>43,565</b>	<b>160,782</b>	<b>1.8%</b>	<b>(157,886)</b>





**CITY OF HESSTON**  
**SEWER COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

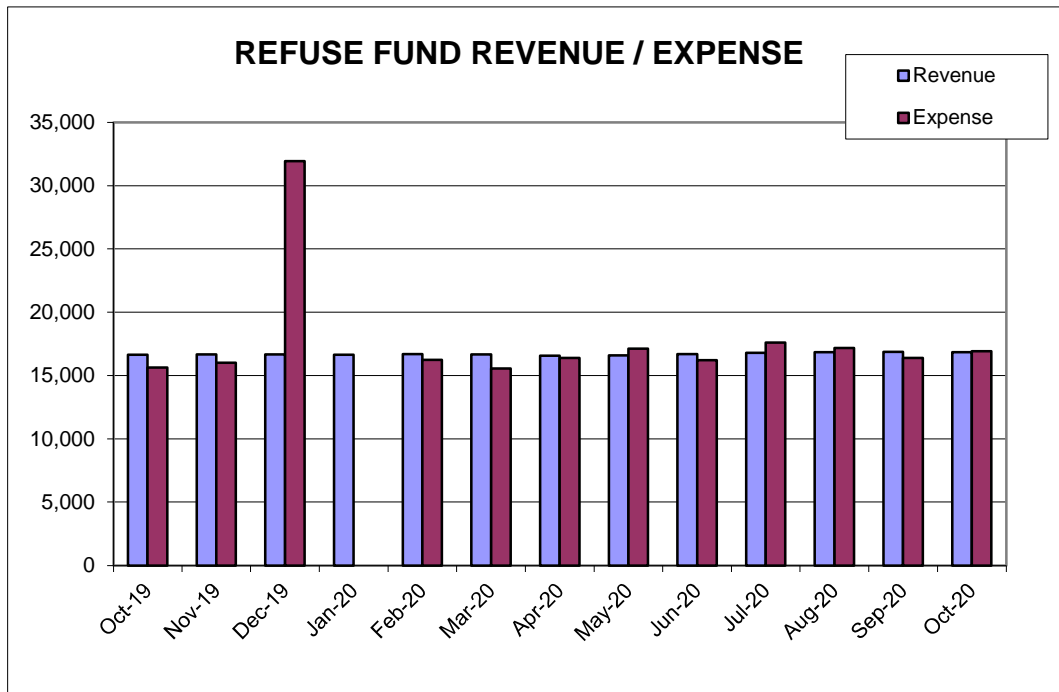
<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Sewer Fees & Sales	764,000	62,577	633,552	82.9%	130,448
<b>EXPENDITURES:</b>					
Personnel	234,828	18,762	200,162	85.2%	34,666
Contractual	142,650	8,396	107,747	75.5%	34,904
Commodities	22,980	597	14,274	62.1%	8,706
Capital Outlay	185,354	0	185,354	100.0%	0
Reimbursements	0	579	4,919	0.0%	(4,919)
Transfers	63,500	0	0	0.0%	63,500
<b>TOAL EXPENDITURES</b>	<b>649,312</b>	<b>28,333</b>	<b>512,456</b>	<b>78.9%</b>	<b>136,856</b>
<b>NET GAIN/(LOSS)</b>	<b>114,688</b>	<b>34,245</b>	<b>121,096</b>	<b>105.6%</b>	<b>(6,408)</b>





**CITY OF HESSTON**  
**REFUSE COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

<b>ACCOUNT</b>	<b>ANNUAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>YTD ACTUAL</b>	<b>% OF BUDGET</b>	<b>AVAILABLE BUDGET</b>
<b>REVENUE:</b>					
Refuse Fees & Sales	196,000	16,857	167,210	85.3%	28,790
<b>EXPENDITURES:</b>					
Contractual	190,150	16,928	149,666	78.7%	40,484
Transfers	0	0	0	0.0%	0
<b>TOAL EXPENDITURES</b>	<b>190,150</b>	<b>16,928</b>	<b>149,666</b>	<b>78.7%</b>	<b>40,484</b>
<b>NET GAIN/(LOSS)</b>	<b>5,850</b>	<b>(71)</b>	<b>17,545</b>	<b>299.9%</b>	<b>(11,695)</b>





**CITY OF HESSTON**  
**ECONOMIC DEVELOPMENT COMPARISON OF ACTUAL TO BUDGET**  
**For the Tenth Month Ended October 31, 2020**

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Transfer From Utilities	20,000	0	0	0.0%	20,000
<b>TOTAL REVENUE</b>	20,000	0	0	0.0%	20,000
<b>EXPENDITURES:</b>					
Contractual Services*	7,500	0	4,597	61.3%	2,903
Commodities (33-501-315)	1,000	0	1,123	112.3%	(123)
Capital Outlay (33-501-401)	0	0	0	0.0%	0
Reimbursements	0	0	0	0.0%	0
Transfer to Transient Guest Tax (33-501-600)	0	0	0	0.0%	0
<b>TOTAL EXPENDITURES</b>	8,500	0	5,720	67.3%	2,780
<b>NET GAIN / (DEFICIT)</b>	11,500	0	(5,720)		17,220

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

<b>HOUSING INCENTIVE PROGRAM (33-501-220)</b>	5,000	0	3,000	60.0%	2,000
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**Note:** Housing Incentive Program activity includes incentives paid as well as those committed, but unpaid.

**REVOLVING LOAN PROGRAM**  
**As of October 31, 2020**

ACCOUNT	BALANCE 1/1/19	CURRENT MONTH	YTD TOTAL	BALANCE YTD
Weaver Grocers	75,296	0	0	75,296
<b>TOTAL</b>	75,296	0	0	75,296
<b>Available Funds</b>	186,080			



CITY OF HESSTON

TRANSIENT GUEST TAX COMPARISON OF ACTUAL TO BUDGET

For the Tenth Month Ended October 31, 2020

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Transient Guest Tax	35,000	0	16,200	46.3%	18,800
Transfer From Eco Devo	0	0	0	0.0%	0
<b>TOTAL REVENUE</b>	35,000	0	16,200	0.0%	18,800
<b>EXPENDITURES:</b>					
Contractual Services					
Transfer to Chamber/CVB	35,000	0	16,200	46.3%	18,800
Transfer to Eco. Devo	0	0	0	0.0%	0
<b>TOTAL EXPENDITURES</b>	35,000	0	16,200	46.3%	18,800
<b>NET GAIN / (DEFICIT)</b>	0	0	0		0



**CITY OF HESSTON  
PUBLIC BUILDING COMMISSION FUND #55**

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Transfer from General Fund	65,083	0	0	0.0%	65,083
Bond Refinance Revenue	0	0	560,913	0.0%	0
<b>TOTAL REVENUE</b>	65,083	0	560,913	861.8%	65,083
<b>EXPENDITURES:</b>					
Library Bond Payment - Principal	40,000	0	565,000	1412.5%	(525,000)
Library Bond Payment - Interest	25,083	0	25,083	100.0%	1
Library Project - Cost of Issuance	0	0	23,134		
<b>TOTAL EXPENDITURES</b>	65,083	0	613,216	15	(525,000)
<b>NET GAIN / (DEFICIT)</b>	0	0	(52,303)		590,083

**CITY OF HESSTON  
HESSTON LAND BANK FUND #56**

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Transfer from General	15,000	0	0	0.0%	0.0%
Land Sales	0	0	2,358	0.0%	0.0%
<b>TOTAL REVENUE</b>	15,000	0	2,358	0.0%	0.0%
<b>EXPENDITURES:</b>					
Legal Fees	5,000	0	0	0.0%	5,000
Utilities	2,500	0	0	0.0%	2,500
Taxes	4,500	0	0	0.0%	4,500
Specials	0	0	2,063	0.0%	(2,063)
Insurance	0	0	30	0.0%	(30)
Marketing	5,000	0	0	0.0%	5,000
Misc. Expense	1,885	0	0	0.0%	1,885
<b>TOTAL EXPENDITURES</b>	18,885	0	2,093	11.1%	16,792
<b>NET GAIN / (DEFICIT)</b>	(3,885)	0	265		(16,792)

**CITY OF HESSTON  
BUSINESS UTILITY GRANT FUND #65**

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Transfer from Community Service	5,000	0	5,000	0.0%	0.0%
Grant from Community Foundation	5,000	0	5,000	0.0%	0.0%
<b>TOTAL REVENUE</b>	10,000	0	10,000	0.0%	0.0%
<b>EXPENDITURES:</b>					
Business Utility Grants	10,000	0	8,070	0.0%	1,930
<b>TOTAL EXPENDITURES</b>	10,000	0	8,070	0.0%	1,930
<b>NET GAIN / (DEFICIT)</b>	0	0	1,930		(1,930)

**CITY OF HESSTON  
COVID DIRECT AID FUND #66**

ACCOUNT	ANNUAL BUDGET	CURRENT MONTH	YTD TOTAL	% OF BUDGET	AVAILABLE BUDGET
<b>REVENUE:</b>					
Federal Aid	0	17,451	17,451	0.0%	0.0%
<b>TOTAL REVENUE</b>	0	17,451	17,451	#DIV/0!	0.0%
<b>EXPENDITURES:</b>					
Direct Aid Expense	0	27,269	32,331	#DIV/0!	(32,331)
<b>TOTAL EXPENDITURES</b>	0	27,269	32,331	#DIV/0!	(32,331)
<b>NET GAIN / (DEFICIT)</b>	0	(9,818)	(14,880)		32,331



BUILDING PERMITS ISSUED BY MONTH								
HESSTON 2020								
Type of Permit	Jan-20 # Permits	Jan-20 Total Val.	Feb-20 # Permits	Feb-20 Total Val.	Mar-20 # Permits	Mar-20 Total Val.	Apr-20 # Permits	Apr-20 Total Val.
New Residential	1	418,000			1	219,000		
Remodel Residential			1	35,000	1	20,000	2	42,315
New Institutional								
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage								
Other	4	29,000	1	3,800	2	9,000	9	66,926
Total	5	447,000	2	38,800	4	248,000	11	109,241
Type of Permit	May-20 # Permits	May-20 Total Val.	Jun-20 # Permits	Jun-20 Total Val.	Jul-20 # Permits	Jul-20 Total Val.	Aug-20 # Permits	Aug-20 Total Val.
New Residential								
Remodel Residential								
New Institutional								
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage			1	29,000			1	15,000
Other	7	19,960	11	122,945	9	39,932	11	53,886
Total	7	19,960	12	151,945	9	39,932	12	68,886
Type of Permit	Sep-20 # Permits	Sep-20 Total Val.	Oct-20 # Permits	Oct-20 Total Val.	Nov-20 # Permits	Nov-20 Total Val.	Dec-20 # Permits	Dec-20 Total Val.
New Residential	4	802,638	1	349,000				
Remodel Residential			1	11,624				
New Institutional	1	387,114						
Remodel Institutional								
New Business								
Remodel Business								
Addition to Business								
Demolish								
Move In								
Residential Garage								
Other	5	34,000	6	82,633				
Total	10	1,223,752	8	443,257	0	0	0	0



DATE	ADDRESS	OWNER	CONTRACTOR	RESIDENT COST	BUSINESS COST	PERMIT #
1/3/2020	23 PARK VIEW RD. REROOF	L. DECKER Other	ROOFING SERVICES	14,000		20-3008
1/14/2020	15 SUNSET DR. REROOF	J. JONES Other	ROOFING SERVICES	4,000		20-3009
1/15/2020	719 RANDOM RD. REROOF	M. HOLMES Other	ROOFING SERVICES	6,000		20-3010
1/16/2020	9201 EMMA CREEK RD METAL SHED	AG SERVICE, INC. Other	SELF		5,000	20-3011
1/22/2020	407 S. HOOVER RD. CUSTOM HOME	D. KLASSEN New Residential	HERITAGE HOME WOR	418,000		20-3012
2/18/2020	101 N . HESS ADDITION	E. BROWN Remodel Residential	PREFERRED BUILDERS	35,000		20-3013
2/25/2020	330 E. KNOTT FENCE	M. KING Other	LOWES	3,800		20-3014
3/3/2020	16 PARK VIEW RD. REMODEL BATHROOM	G. EMRY Remodel Residential	SELF	20,000		20-3015
3/5/2020	726 / 728 SOUTH MEAD DUPLEX	D. WOODWARD New Residential	PREFERRED BUILDERS	219,000		20-3016
3/25/2020	101 WILLOW LANE FENCE	K. TUCKER Other	SELF	2,000		20-3017
3/27/2020	104 WILLOW LANE REROOF	J. GARVER Other	ROOFING SERVICES	7,000		20-3018
4/1/2020	440 S. MAIN SWIMMING POOL	E. HABEGGER Other	EBELING POOLS, INC.	30,000		20-3019
4/8/2020	405 MORNING DEW FENCE	T. LOWE Other	FENCE DOCTORS, LLC	5,000		20-3020
4/9/2020	715 RANDOM RD. REROOF	G. VOTH Other	ROOFING SERVICES	7,000		20-3021
4/20/2020	600 PLAZA BLVD. REMODEL DECK	C. FLAMING Remodel Residential	SELF	7,500		20-3022
4/24/2020	112 W. RANDALL REROOF	M. BROWN Other	SHIELD ROOFING	6,646		20-3023
4/24/2020	409 S. WEAVER REROOF	C. MASON Other	ROOFING SERVICES	6,700		20-3024
4/24/2020	712 RANDOM RD. NEW ELECTRIC SERVICE	J. GRILLIOT Other	KRAFT ELECTRIC, INC.	2,480		20-3025
4/24/2020	314 PARK RD. FENCE	J. HADAWAY Other	SELF	1,100		20-3026
4/24/2020	344 S. WEAVER SHED	D. HASTINGS Other	SELF	1,000		20-3027
4/24/2020	100 N HESS BATH REMODEL	J. MATZ Remodel Residential	HERITAGE HOME WOR	34,815		20-3028
4/24/2020	613 CLOVER LANE GARAGE ADDITION	C. STOPPEL Other	SELF	7,000		20-3029
5/4/2020	47 PARK VIEW RD. SHED	M. DILLER Other	SELF	3,000		20-3030
5/12/2020	34 PARK VIEW RD. FENCE	R. STAUFFER Other	WICHITA FENCE	4,000		20-3031
5/12/2020	302 WEDGEWOOD FENCE	D. GALYON Other	SELF	15		20-3032
5/19/2020	317 E. AMOS REROOF	C. NELSON Other	ROOFING SERVICES	6,000		20-3033
5/19/2020	500 S. STREETER SHED	K. SMITH Other	SELF	2,300		20-3034
5/19/2020	100 W. LINCOLN BLVD. FENCE	M. ANDERSON Other	SELF	1,850		20-3035



5/21/2020	305 ROSEWOOD SHED	J. THRASHER Other	SELF	2,795	20-3036
6/2/2020	455 S. HWY 81 SIGN	OAK LEAF PROPERTIES Other	PREFERRED BUILDERS		250 20-3037
6/2/2020	16 PARK VIEW RD. POOL EQUIPMENT SHED	G. EMRY Other	SELF	750	20-3038
6/8/2020	517 N. STREETER EGRESS WINDOWS	D. KLUVER Other	JOHN EDWARDS	6,000	20-3039
6/9/2020	624 CRESCENT DR. REROOF	M. YOUNG Other	ROOFING SERVICES	6,500	20-3040
6/9/2020	210 S. ROUPP REROOF	A. GAMBLE Other	FLORY ROOFING	8,544	20-3041
6/10/2020	714 CLOVER LANE GARAGE ADDITION	J. KOCHER Residential Garage	PREFERRED BUILDERS	29,000	20-3042
6/12/2020	208 S. ROUPP REROOF	J. TURNER Other	ROOFING SERVICES	4,000	20-3043
6/18/2020	212 WILLOW LANE SOLAR INSTALLATION	J. BRANDEWIEDE Other	SUNPRO SOLAR	40,000	20-3044
6/18/2020	402 S HOOVER RD. REROOF	M. SWEIGART Other	ROOFING SERVICES	12,000	20-3045
6/19/2020	404 N. MAIN DECK	L. BENDER Other	TONY GIESEL CONST.	25,900	20-3046
6/23/2020	123 KINGSWAY REROOF	C. CRUMM Other	RAY DAVIS ROOFING	17,000	20-3047
6/23/2020	13 SUNSET DR. DECK	R. HARPLEY Other	SELF	2,001	20-3048
7/1/2020	10 BENTGRASS DR. SHED	D. WIEBE Other	SELF	4,200	20-3049
7/1/2020	609 RANDOM CT. DECK	W. THOMPSON Other	SELF	2,500	20-3050
7/8/2020	217 E. KNOTT FENCE	C. WALLS Other	SELF	632	20-3051
7/10/2020	121 S. ROUPP DECK	R. WEAVER Other	MILLER CONSTRUCTIC	8,000	20-3052
7/10/2020	766 RANDOM CT. EGRESS WINDOW	L. SCHRAG Other	PREFERRED BUILDERS	5,500	20-3053
7/13/2020	204 S. ERB REROOF	C. NELSON Other	ROOFING SERVICES	7,000	20-3054
7/14/2020	10 BLUEGRASS CT. REROOF	M. KLASSEN Other	EATON ROOFING	11,500	20-3055
7/14/2020	500 S. STREETER FENCE	K. SMITH Other	SELF	100	20-3056
7/16/2020	114 COMMERCE DR. ELECTRICAL OUTLETS	B. NEBEL Other	SELF	500	20-3057
8/6/2020	209 ACADEMY FENCE	A. SCHEEF Other	SELF	3,500	20-3058
8/7/2020	500 S. STREETER BASEMENT STAIRS CC	K. SMITH Other	SELF	1,000	20-3059
8/12/2020	405 ROSEWOOD SHED	K. OBERLECHNER Other	STURDI-BILT	2,600	20-3060
8/17/2020	209 S. COLLEGE DR. FENCE	J. BRUNING Other	SELF	4,000	20-3061
8/17/2020	110 S. ROUPP FENCE	M. LINSCHIED Other	PRO FENCING	5,500	20-3062
8/18/2020	505 SOUTH MEADOWS FENCE	C. STAUFFER Other	SELF	4,000	20-3063
8/18/2020	116 EMBER WAY FENCE	T. GONZALEZ Other	FENCE DOCTORS, LLC	8,486	20-3064
8/20/2020	101 EMBER WAY DETACHED GARAGE	M. LARSON Residential Garage	SELF	15,000	20-3065



8/20/2020	720 E. LINCOLN WATER LINE	PIZZA HUT Other	MR. ROOTER PLUMBING	7,200	20-3066
8/26/2020	217 SPRUCE SOLAR INSTALLATION	J. JANZEN Other	CORNERSTONE ELECT	9,600	20-3067
8/27/2020	505 SOUTH MEADOWS SHED	C. STAUFFER Other	SELF	5,000	20-3068
8/27/2020	459 S. RIDGE RD. FENCE	J. LAMBERT Other	SELF	3,000	20-3069
9/2/2020	437 HARVEST RD. CUSTOM HOME	L. MARTIN New Residential	LITWILLER CONSTRUCT	180,000	20-3070
9/10/2020	1605 HEATHER CT. SPEC HOUSE	MENNONITE HOUSING New Residential	MENNONITE HOUSING	142,000	20-3071
9/15/2020	116 KINGSWAY CUSTOM HOME	R. SCHILLING New Residential	HERITAGE HOME WOR	290,938	20-3072
9/15/2020	5 BENTGRASS DR. SHED	B. EITZEN Other	RENEW CONSTRUCTIC	11,000	20-3073
9/16/2020	449 HARVEST RD. SPEC HOUSE	STAN RATZLAFF CONST. New Residential	STAN RATZLAFF CONS	189,700	20-3074
9/21/2020	704 LEWIS DR. REROOF	J. REUSSER Other	ROOFING SERVICES	8,000	20-3075
9/21/2020	212 ACADEMY SHED & FENCE	M. DAHLSTEN Other	SELF	3,000	20-3076
9/22/2020	6 PHEASANT RUN RD. REROOF	K. RICHTIG Other	S & J CONSTRUCTION	6,000	20-3077
9/25/2020	95 S. ROUPP REROOF	B. WIEBE Other	ROOFING SERVICES	6,000	20-3078
9/28/2020	201 S. HOOVER RD. MULTI-FUNCTION BUIL	CITY OF HESSTON New Institutional	PREFERRED BUILDERS	387,114	20-3079
10/6/2020	301 N LANCASTER REROOF	KING CONSTRUCTION Other	WRAY ROOFING	44,700	20-3080
10/7/2020	804 RANDOM RD. BACKFLOW DEVICE	M. BRUNGARDT Other	SELF	300	20-3081
10/7/2020	312 MORNING DEW CUSTOM HOME	R. COLLINS New Residential	HERITAGE HOME WOR	349,000	20-3082
10/13/2020	215 WILLOW LANE NEW WINDOWS	T. MOFFETT Remodel Residential	SOUTHARD CORP.	11,624	20-3083
10/21/2020	506 N. WEAVER FENCE	K. HOLZRICHTER II Other	SELF	197	20-3084
10/21/2020	513 CLOVER LANE SHED	J. CARLSON Other	STURDI-BILT	4,668	20-3085
10/21/2020	605 WEDGEWOOD REROOF	D. LEDFORD Other	ROOFING SERVICES	24,000	20-3086
10/30/2020	705 E. RANDALL SIGN	NEWTON HEALTHCARE Other	LUMINOUS NEON	8,768	20-3087



## 2020 Year to Date Building Permit Totals

<u>Type of Permit</u>	<u>YTD Total # Permits</u>	<u>YTD Total Val.</u>
New Residential	7	1,788,638
Remodel Residential	5	108,939
New Institutional	1	387,114
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	2	44,000
Other	65	462,082
Total	80	\$2,790,773



## Hesston Recreation Board Agenda

Date: 10.19.20

Time: 11:30 am

Location: USD 460 Board Room

Present: Kris White, Blake Buhrman, Rebecca Tozier, Derek Roth (arrived Employee Reports)

1. Action: Kris White called meeting to order at 11:30 am

### 2. Action Items:

- a. Adopt Agenda: Rebecca Tozier moved to adopt the agenda, Blake Buhrman 2nd, passed 3-0
- b. Approve Sept 21 & 22 Minutes: Blake Buhrman approved, Rebecca Tozier 2nd, passed 3-0
- c. Approve Check register: Blake Buhrman moved to approve check register, Derek Roth 2nd, passed 4-0

### 3. Employee Reports:

- a. Susan Lamb: Perform It and Design It youth classes this fall, Adult paint and chalk classes, Hunter Ed was well attended and all eligible individuals were certified. There is no revenue for this, expenses were the discounted King Park rental, water and snacks. Overall Susan feels good about HRCE class attendance and safety during COVID.
- b. Kelsey Unruh: Pool winterization almost complete. Homecoming 2021 will be an opportunity to partner with the City of Hesston for festivities, especially since Hesston College will not be providing any activities in future. Feedback from the community survey suggests that the number 1 class requested would be an exercise/fitness class. There is also interest in tournaments; corn hole, sand volleyball, and pickleball.
- c. Christine Wyrick: Christine added options for Earned Time Off/vacation/sick, maternity/adoption leave, ADA, Non-discrimination, Drug & alcohol policy, and coach/player transportation. Skylar made some recommendations and the Board discussed and approved with some changes.

### 4. Board Discussion:

### 5. Report Items:

- a. Project Bids: Skylar reported on project bids for the Elementary T ball field and sand volleyball pit at the pool. Skylar projects we will spend \$25K - \$30K for the T ball field at the elementary school for fence, dugouts, laser grading & field materials. Skylar projects we will spend \$20K - \$25K to install a sand volleyball pit at the pool site for fence, sprinklers work, sand, & materials, provided we do not partner with the City for some of all of this project.
- b. Sports Update: We pulled out of the Newton soccer league due to different player/field numbers. We will finish the season with few disruptions or complaints.
- c. Board software: Skylar is looking into new electronic check-in equipment due to COVID for indoor HRCE sporting season.

### 6. Public Comment:



7. Executive Session: Derek Roth asked for 5 minutes to discuss personnel benefits, Kris White entered into executive session at 12:25 to 12:30. Board came out of the executive session at 12:30.

8. Future Agenda Items:

Adjournment:



## Hesston Recreation Board Agenda

Date: 9.21.20

Time: 11:30 am

Location: USD 460 Board Room

Present: Kris White, Becky Tozier, Blake Buhrman, Chad Fuqua

1. Action: Kris White called meeting to order 11:35 am

### 2. Action Items:

- a. Adopt Agenda: Chad Fuqua added discussion of new board members, Becky moved to adopt, Chad Fuqua 2nd, motion passed 4-0
- b. Approve (Date) Minutes: CChad Fuqua moved to adopt, Blake Buhrman 2nd, motion passed 4-0
- c. Approve Check register:

### 3. Employee Reports:

- a. Susan Lamb - 16 kids attended the "Learn something new" after school camp @ Heritage Park, Hunters Education in the works, people are slow to commit but classes are ultimately well attended.
- b. Kelsey Unruh - After school class for 3rd - 6th grade went well and another will be offered in October. Pool was drained last Wednesday and in the process of getting quotes on the sand volleyball pit. Fewer incidents of people being cut by rough concrete at the pool, they plan to continue to work areas that are rough. Kelsey passed her AFO class last week. Total attendance for 2020 was #6719 and Labor Day weekend they had #337.
- c. Christine Wyrick - HRCE employee/board manual.

4. Board Discussion: New board member proposals; Tisha Kneuper, Deedee Landes, Shelly Duerksen, Keli Wray

### 5. Report Items:

- a. MKL volleyball
- b. Newton Soccer - we pay Newton per registrant which should be equal to the cost of hiring officials if we were in our own league
- c. McPherson Flag Football - they lack scheduling, timely and overall messy execution, next year planning to have MKL league.
- d. Discussion of employee manual
- e. Fall projects - currently getting quotes for fencing adjustments at the pool, sand volleyball pit and necessary pieces (wash station, netting footings, irrigation changes/caps on zones, & lighting), and t-ball field quotes.
- f. Audit review - no disputes or concerns and we came in under budget.

6. Public Comment: None

7. Executive Session: Kris White entered into executive session to discuss personnel with the Director at 1:38 for 17 minutes. We came out and re-entered the executive session at 1:55 pm for 13 minutes, coming out of the executive session at 2:08 pm.



8. Future Agenda Items:

Adjournment: Kris White adjourned at 2:10 pm



## Hesston Recreation Board Agenda

Date- 9/22/2020

Time- 9:00 am

Location- City Council Chambers

Present- Derek Roth, Blake Burhman, Kris White, Chad Fuqua

Action: Kris White called meeting to order 9:00 am

Executive Session: Kris White called meeting to executive session at 9:05 to discuss personnel with Susan Lamb and Director for 45 minutes.

Susan Lamb dismissed from executive session at 9:40

Executive session concludes at 9:50

Meeting adjourned at 9:50



HPL Board of Trustees | October 19<sup>th</sup>, 2020 via Zoom  
Hesston Public Library, 300 North Main

## Minutes

**Library trustees Present:** Debra Voth, Jen Person, Becky Herron, Joel Kauffman, Rachel Bucklin, and Melissa Carlson (Director)

**Absent:** Frank Brenneman and Emma Gunden

1. **September Minutes/October Agenda-** Motion to approve agenda and minutes presented by Jen Person and seconded by Debra voth. All approved.
2. **Circulation/Programs/Librarian's Report-**
  - a. Circulation and Programs Reports- Discussed monthly circulation vs attendance number. Circulation is currently holding steady, but attendance is down. The afterschool crowd is the main reason for this difference.
  - b. Important Dates:  
October 29<sup>th</sup>- KLA conference- Virtual for one full day- Closed for Staff training day.
  - c. Programs:  
October/November- DIY Craft night, Outdoor story time, Virtual Creation Club. We are seeing low attendance numbers in all programs except the DIY craft nights.
3. **Financial/Budget Report-**
  - a. Fund Report – Discussion around ending the year with enough funds. Melissa said we are looking good and have slowed our collections purchases, just to make sure we end with enough money.
4. **Other:**
  - a. Carpet Cleaning- Melissa will work on getting several quotes for carpet cleaning and present those quote to the board next month.
  - b. Eagle Scout Project- Melissa presented the idea of a tool library that would be put up with the help of an Eagle Scout project. The scouts are working on plans and will present them to us at a later date. We will then need to discuss that policy and procedures for checking out the tools to patrons.
  - c. **Director Evaluation- Jen Person and Becky Herron presented the information regarding the new director's evaluation tool that will be used this year. They will send out the new format to staff and board on Monday October, 26<sup>th</sup> and give them two weeks to complete.**

**Next meeting: November 16<sup>st</sup>, 2020**

### HESSTON PUBLIC LIBRARY GOALS (EST. 2019)

## Goals...

- Hesston Public Library, in collaboration with Board and Staff, will offer a variety of resources for community members to experience economic benefits and well-being.
- Hesston Public Library, in collaboration with Board and Staff, will engage in and promote projects that have a collective impact on the community.
- Hesston Public Library, in collaboration with Board and Staff, will provide technology and resources to support the diverse needs of community members of all ages and digital abilities.



**Warren M. Schmidt**

---

**From:** Kendall Schwanke <scout3112@yahoo.com>  
**Sent:** Wednesday, October 7, 2020 11:42 AM  
**To:** Mike Hulteen; Marty Pruitt; John Kaegi; James Yoder; Warren M. Schmidt  
**Subject:** October Tree Board Meeting via emails

Warren will record emails for the minutes. 10/7/2020

1. Additions/corrections to September minutes.
2. As of date, the Fall Tree Program has not appeared in the Harvey County Now Newspaper, Mike H. was to follow up.
3. Many standing dead or dying Pine trees observed through out the City. An earlier TB notice may be necessary to bring attention to removal prior to mid March. Ken has the notice that was used earlier.
4. The only response last meeting was from John K. saying an active Tree Board should continue. With 2 members leaving in December, that leaves John K. and James Y. on the Board, Mike H.- City Rep., an additional 3 new members should be nominated prior to December. Any citizens come to mind?
5. Parks and Golf Course need additional plantings?
6. Reminder, the TB does make money back for business frontage tree planting. This notice could be run in the Chamber newsletter. 5 trees may be planted in public view.
7. The City TB does have shirts available for TB member use while on the Board, worn at meetings, Arbor Day, conferences and workshops. Various sizes available. Jim Schmidt has them at the City Shop.
8. Other items? Respond soon, so minutes may be included in Council Packet.

Ken Schwanke TB Chair



**Warren M. Schmidt**

**From:** ms.pruitt@cox.net  
**Sent:** Wednesday, October 7, 2020 1:32 PM  
**To:** Kendall Schwanke  
**Cc:** Mike Hulteen; John Kaegi; James Yoder; Warren M. Schmidt  
**Subject:** Re: October Tree Board Meeting via emails

This past month has been tough on me. I just spent a month in the hospital but most of the time I was in the cloud. I tried to check out 6-8 times but was in a situation where they could revive me. It was painless. This all started from my cancer medication. With that said I think I'm I need back off my obligations with the TB. It has been a good experience but the time has come. I have a t-shirt that to return. I too would like to see the TB continue.

Marty.

Sent from my iPhone

On Oct 7, 2020, at 11:42 AM, Kendall Schwanke <scout3112@yahoo.com> wrote:

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Ken Schwanke TB Chair



**Warren M. Schmidt**

**From:** Kendall Schwanke <scout3112@yahoo.com>  
**Sent:** Wednesday, October 7, 2020 4:04 PM  
**To:** ms.pruitt@cox.net  
**Cc:** Mike Hulteen; John Kaegi; James Yoder; Warren M. Schmidt  
**Subject:** Re: October Tree Board Meeting via emails

Thank you Marty. We understood you have faced many health situations in the past years. None the less, your attendance, input and service to the Board as a citizen is much appreciated.

On Wednesday, October 7, 2020, 01:31:53 PM CDT, <ms.pruitt@cox.net> wrote:

This past month has been tough on me. I just spent a month in the hospital but most of the time I was in the cloud. I tried to check out 6-8 times but was in a situation where they could revive me. It was painless. This all started from my cancer medication. With that said I think I'm I need back off my obligations with the TB. It has been a good experience but the time has come. I have a t-shirt that to return. I too would like to see the TB continue.

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Ken Schwanke TB Chair





## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Subject:** Constituency Comments

**Recommendation:** Mayor Kauffman opens the floor to constituency comments.

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### **Background Information:**

Members of the audience may address the City Council on any item not listed on the agenda. Please limit your comments to 5 minutes.

If your comment pertains to an item listed on the agenda the Mayor will solicit public comments specific to that issue when the agenda item is taken up by the Council.





## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Summary:** ICON Structures – Grocery Store

---

### **Background Information:**

**Briefed by:** City Administrator Gary Emry

**Summary:** During a call with Mr. Denny Marlin of ICON Structures on November 3<sup>rd</sup>, he stated that after conducting diligent research, ICON was no longer interested in this project. Mr. Marlin cited the following reasons for their decision:

1. After speaking with several grocers and other industry experts, it became evident that a larger store would be required due to razor thin industry margins, and profits based on quantity. He said other stores in rural areas range from 15,000sf to 20,000sf. A larger building increases their initial investment as well as the amount of revenue required to meet expenses.
2. After taking into consideration all the incentives, expenses, and anticipated revenue the pro-forma revealed they can't get to a break-even point. Additionally, after ten years they anticipate the expiration of incentives would exacerbate their losses.
3. They couldn't reach a lease amount with SPK that was comfortable for both parties.

ICON will not attend the meeting.





## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Summary:** Ridge Pointe Development Agreement

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### **Background Information:**

**Briefed by:** City Administrator Gary Emry

**Summary:** This is a draft agreement to engage Preferred Builders as the General Contractor for Ridge Pointe development. This document represents the jump off point to initiate discussion regarding responsibilities of each entity and procedures to be followed throughout the development of Ridge Pointe.

It is possible this topic may take considerably more time to come to a final agreement and therefore staff remains open to moving this topic to a special meeting or work-session.

**Attachment:** Draft Agreement



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**DEVELOPMENT AGREEMENT**

**between the**

**CITY OF HESSTON, KANSAS**

**and**

**PREFERRED BUILDERS, INC.**

**Dated as of November \_\_\_\_, 2020**

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Exhibit A	Legal Description of the Property
Exhibit B	Form of Memorandum of Development Agreement



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”), is made and entered into as of November \_\_, 2020 (the “**Effective Date**”), by and between the **CITY OF HESSTON, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **PREFERRED BUILDERS, INC.**, a Kansas corporation (“**Developer**”), (the Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

### RECITALS

A. The City owns certain land in the City located at \_\_\_\_\_, Hesston, Kansas, more particularly described on ***Exhibit A*** attached hereto (the “**Property**”);

B. The City wishes to sell the Property for development and the Developer wishes to purchase and develop the Property, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.01. Definitions of Words and Terms.** Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

“**Action**” means any suit, action, investigation, claim or proceeding.

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

“**City Administrator**” means the City Administrator of the City, or in the absence of the City Administrator any duly appointed Deputy, Assistant or Acting City Administrator.

“**City Building Code**” means the Chapter IV of the City Code, or any successor thereto in effect in the City during construction of the Project.

“**City Code**” means the Code of the City of Hesston, Kansas.

“**City Indemnified Parties**” means City’s employees, agents, Governing Body, and independent contractors and consultants.

“**City Representative**” means the City Administrator or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Administrator.



**“Claimant”** shall mean any Party claiming a default in accordance with **Article VI** of this Agreement.

**“Construction Plans”** means the plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections approved by the City.

**“Event of Default”** means any event or occurrence as defined in **Article VI** of this Agreement.

**“Excusable Delays”** means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire, earthquake, or other casualty, power failure, strike, shortage of materials, unavailability of labor, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder. “Excusable Delay” shall include any delay in obtaining reasonably requested Governmental Approvals or other delay which results from the inaction of the other Party hereto.

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

**“Governmental Approvals”** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the construction of each New Facility and consistent with this Agreement.

**“Project”** means the improvements to be constructed on the Property as described in Section 4.01 hereof.

**“Site Work”** means, with respect to the Project, grading, excavating and preparation of the Property for construction of the Project, as applicable, including forms and pouring of foundation.

**“Special Assessment Act”** means K.S.A. 12-6a01 *et seq.*, as amended.

**“Special Assessment Projects”** means water, sewer, drainage, and paving improvements benefitting the Property, upon petition by the landowners, as set forth in the Special Assessment Act.

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

**“Subdivision Regulations”** means the City’s Subdivision Regulations in effect during the term of this Agreement.



**“Substantial Completion”** as to either the Project or any phase thereof, means the same is (i) sufficiently complete in accordance with the Construction Plans so that it can be occupied for its intended use; and (ii) the City has issued a Certificate of Occupancy for such facility.

**“Zoning Regulations”** means the City’s Zoning Regulations in effect during the term of this Agreement.

**Section 1.02. Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**Section 1.03. Term of Agreement.** This Agreement is effective as of the Effective Date. Unless otherwise terminated pursuant to the terms of this Agreement, this Agreement will terminate on the earlier of (i) the date the City exercises its option to repurchase all or any part of the Property pursuant to **Sections 4.13** hereof; or (ii) delivery of a certificate of occupancy for the final lot of Phase III.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.01. Representations of the City.** The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

- A. **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and



obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. ***No Litigation.*** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery other than by the City of this Agreement.

E. ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

**Section 2.02. Representations of the Developer.** The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

A. ***Due Authority.*** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.



C. **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer or owners having 5% or more ownership in the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer or its officers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer which could affect the Developer's ability to perform its obligations pursuant to this Agreement.

E. **Governmental or Corporate Consents.** Except as referenced in this Agreement or the incorporated exhibits, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement.

F. **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

G. **Approvals.** The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Other than Governmental Approvals and matters within the City's control, the Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project.

H. **Construction Permits.** Other than Governmental Approvals and matters within the City's control, the Developer reasonably believes that all governmental permits and licenses required by applicable law to construct, occupy and operate the Project will be issued in a timely manner in order to permit the Project to be constructed.

I. **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every



duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

J. ***Other Disclosures.*** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and, as to the subject matter of this Agreement, does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 2.03. Conditions to the Effective Date of this Agreement.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer shall submit the following documents to the City:

A. a copy of the Developer's Certificate of Good Standing, certified by the Secretary of State of the State of Kansas; and

B. a certified copy of the Articles of Incorporation and Bylaws of the Developer.

### ARTICLE III

#### DEVELOPMENT

**Section 4.01. Project.** The Developer covenants and agrees as follows:

A. The Developer will cause to be designed and constructed 10 single-family residences on the Property (the "**Project**") in three phases consisting of three lots/residences each (each "**Phase I**", "**Phase II**", and "**Phase III**").

B. The Developer will obtain all Governmental Approvals for the Project and the Project will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations. No later than \_\_\_\_\_, 2021, Developer will submit the planning and zoning requirements set forth in Section 4.02 to the City.

C. The Developer's capital investment in the Project, including costs of improvements, will be greater than \$\_\_\_\_\_, exclusive of land cost.

D. The Developer will commence Site Work for Phase I no later than \_\_\_\_\_, 2021.

E. Site Work of Phase I will be substantially completed no later than \_\_\_\_\_, 2021.

F. Developer will diligently pursue the sale of completed lots in Phase I and the commencement, construction, and sales of Phase II and Phase III.



**Section 4.02. Planning and Zoning.** Developer, at its cost, will submit to the City (a) a preliminary and/or final plat subdividing the Property into 10 lots and any necessary reserves, (b) an application for any necessary change to the zoning classification of the Property to develop the Project (as agent of the City), and (iii) any other site plans, drainage plans, or other requirements of the City's Subdivision Regulations and Zoning Regulations. The City Planning Commission and Governing Body will consider such items in accordance with the City's Subdivision Regulations and Zoning Regulations.

**Section 4.03. Special Assessment Projects.** Prior to transfer of any portion of the Project to Developer, the Developer and the City will execute and submit standard form petitions for all Special Assessment Projects agreeing to pay 100% of the costs of all Special Assessment Projects through special assessments upon the Property pursuant to the Special Assessment Act and, upon such proper petition, in compliance the Special Assessment Act and conditioned upon the issuance of temporary improvement notes or bond upon terms satisfactory to the City in its sole and absolute discretion, the City will construct the Special Assessment Projects so petitioned to service the Property. The Developer agrees to the following:

A. The City shall initiate steps to construct the Special Assessment Projects upon submission to the City of:

(i) Valid petitions drawn in accordance with applicable Kansas Statutes;

(ii) The submissions of financial sureties in conformance with City of Hesston Resolution No. \_\_\_\_\_, passed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The financial guarantees contemplated by this section may consist of cash, cashier's check, escrow account, irrevocable letter of credit, or corporate completion bond equal to 50% of the estimated principal cost of the Special Assessment Projects and deemed sufficient by the City's Governing Body. Special Assessment Project costs shall include all costs associated with the Special Assessment Projects and shall include, but not be limited to, engineering design, construction, inspection, temporary note interest, legal fees, bond issuance cost, and administration. The financial guarantees provided for herein shall be provided prior to the City awarding any construction contract. In the event that any special assessment is not paid when due, the financial guarantee will be drawn upon July 1st of each year by the City to satisfy the principal and interest costs (including any costs or expense occasioned by delinquent payment) of the bonded public improvements. The amounts of the financial guarantees will be in the sum equaling 50% of the estimated principal cost of any Special Assessment Projects, such estimates prepared in accordance with City policy, petitioned by the Developer.

B. In consideration for the City's consent to permit the Developer to utilize the special assessment form of financing, the Developers hereby agree to indemnify and hold the City harmless on account of any expenses, costs, or obligations incurred by the City and incurred as a result of utilizing the special assessment process. Developer's obligations in this regard shall include, but not be limited to the reimbursement to the City of any interest costs assessed to the City in the event of a delay for any reason (including litigation)



between the time of the issuance of temporary notes and the sale of bonds. The Developer's obligation herein shall extend to and include the obligation to pay all special assessments when due which obligation shall survive the transfer of ownership and shall continue as to each lot within the development until such time as said lot has been fully developed by the construction of a building or buildings and a full and final certificate of occupancy issued.

C. All temporary construction facilities must be removed when construction of buildings and improvements to the Project are completed.

D. The Developer shall provide original purchasers of lots in the Project a copy of this Agreement at the time of purchase.

E. All lots in the Project shall be kept clean and mowed to a height not to exceed twelve (12) inches.

F. No construction will be allowed on any portion of the Project unless the Developer or its designated contractors have first obtained from the City Building Inspector and Zoning Department Officials all required building and zoning permits.

G. The Developer will file this Agreement, as approved by the City of Hesston's Governing Body, with the Harvey County Register of Deeds. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished to the City before building permits are issued.

H. The terms and conditions set forth herein shall be binding upon the heirs, personal representatives, trustees, successors, and assigns of the parties hereto.

I. The Developer hereby represents that its is aware of, and shall comply at all times with, the policies of the City of Hesston, Kansas applicable to the improvements contemplated under the terms of this Agreement, city ordinances applicable to such matters, and the City's Subdivision Regulations. Nothing herein shall be construed to grant to the Developers either, directly or indirectly, a variance or departure from such policies, ordinances, and regulations. Any waiver of the required improvements or guarantees for their installation may be made only by the applicable Governing Body upon a showing by Developers that such improvements are not technically feasible or necessary.

**Section 4.04. Transfer of Lots to Developer.** Within thirty (30) days after receipt of a written request from Developer, the City will transfer the three Phase I lots to Developer by quit claim deed subject to all easements, restrictions, and encumbrances of record, including any resolutions of advisability regarding the Special Assessment Projects, and the City's right to repurchase set forth in Section 4.13 of this Agreement. Within thirty (30) days after (a) substantial completion of Phase I, (b) the sale of at least one lot of Phase I, and (c) a written request from Developer, the City will transfer the three Phase II lots to Developer by quit claim deed subject to all easements, restrictions, and encumbrances of record, including any resolutions of advisability regarding the Special Assessment Projects, and the City's right to repurchase set forth in Section 4.13 of this Agreement. Within thirty (30) days after (a) substantial completion of Phase II, (b) the



sale of all lots of Phase I and at least one lot of Phase II, and (c) a written request from Developer, the City will transfer the three Phase III lots to Developer by quit claim deed subject to all easements, restrictions, and encumbrances of record, including any resolutions of advisability regarding the Special Assessment Projects, and the City's right to repurchase set forth in Section 4.13 of this Agreement. Notwithstanding the foregoing, the City will not transfer any portion of the Property to Developer if Developer is or has been in default of any provision of this Agreement.

**Section 4.05. Design of the Project.** The Developer shall be responsible for the design of the Project, subject to the City's right of review in accordance with this Section and all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws). The Developer shall provide the City with preliminary plans and specifications for the Project when they are prepared. The City shall review such plans and specifications to determine whether they are in substantial conformance with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement. The City shall provide the Developer with its approval or reasonable objection to the preliminary plans and specifications within thirty (30) days after the City's receipt of the preliminary plans and specifications. In the event the City has reasonable objections to the preliminary plans and specifications, the City shall provide a written notice of such objections detailing the substantial non-conformance of the preliminary plans and specifications with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement and its specific demands of modification to the plans and specifications. The City and the Developer shall meet within five (5) business days to discuss any such objections by the City.

**Section 4.06. Construction Plans.** Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the Project for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail, which shall be at 30% complete, to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Construction Plans, and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City.

**Section 4.07. Construction Permits, Approvals and Street Closures.** Before commencement of construction or development of any buildings, structures or other work or improvements as part of the Project, the Developer shall secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work; provided, the City will waive any applicable fees for building permits and utility hookups. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement. The City shall grant temporary city street and sidewalk closure requests and temporary staging necessary in construction and



phasing for the construction of the Project and shall not charge any rental for the temporary use of such streets and sidewalk for such purposes.

**Section 4.08. City Review.** Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed in accordance with this Agreement.

**Section 4.09. Continuation and Completion.** Subject to Excusable Delays, once the Developer has commenced construction of the Project, the Developer shall not permit cessation of work on the Project for a period in excess of 45 consecutive days or 90 days in the aggregate without prior written consent of the City.

**Section 4.10. Laws, Regulations, and Permits.** The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and sale of the Project. The Developer shall maintain the Property and Project in a good and safe condition, including regular maintenance and removal of vegetation. The Developer shall also timely pay all taxes and special assessments on Property and Project that become due on or after the date of this Agreement.

**Section 4.11. Covenant for Non-Discrimination.** The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

**Section 4.12. No Waiver.** Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Building Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Metropolitan Area Planning Commission and Governing Body in accordance with City's Zoning Ordinance, the City Building Code and applicable State law. The City acknowledges that Developer's failure to obtain necessary Governmental Approvals after utilization of the best efforts by Developer (which shall include any reasonable accommodation), will release Developer from its continuing obligations hereunder.



**Section 4.13. City's Right to Repurchase.** If the Developer fails to comply with the requirements of **Sections 4.01**, the City will have the right, but not the obligation, to repurchase all or any part of the Property and the Project from the Developer at a purchase price equal to the principal amount outstanding and owed by Developer to the credit facility for borrowed amounts which were actually used to finance the costs of capital expenditures toward construction which has occurred on the Project. Upon the exercise of such option, the Developer shall, at the request of the City, assign to the City the construction contract and any performance bonds related to the Project.

If the Developer fails to comply with the requirements of **Section 4.01**, the City may exercise its repurchase right by giving a Notice of Intent (defined below) to the Developer at any time after the expiration of the period set forth in **Section 4.01** until the Developer has satisfied the requirements.

**Section 4.14. City-Owned Projects.** City will hire Developer as the general contractor for the construction of a community building and band shell upon neighboring property subject to and contingent upon the negotiation of a separate contractor agreement.

## ARTICLE V

### INDEMNITY

**Section 5.01. Indemnification of City.** Developer agrees to indemnify and hold the City Indemnified Parties harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

- A. the Developer's actions and undertaking in implementation of this Agreement;
- B. the negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, and construction of the Project; and
- C. any delay or expense resulting from any litigation filed against the Developer by any shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This Section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents to the extent the City may be liable under the Kansas Tort Claims Act. This Section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42



U.S.C. Section 6901 et seq.), and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

**Section 5.02. Notice of Action.** In the event any Action is begun or made as a result of which the Developer or City may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

**Section 5.03. Survival.** The rights to indemnification set forth in this Agreement shall survive the termination of this Agreement.

## ARTICLE VI

### DEFAULTS AND REMEDIES

**Section 6.01. Defaults; General.** Subject to the extensions of time set forth in **Section 6.07** below and except as otherwise set forth in this Agreement, failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 6.02** below, constitutes an “**Event of Default**” under this Agreement. The Claimant shall give written notice of default to the defaulting Party, specifying the nature of the default.

**Section 6.02. Default Proceedings.** The Claimant shall not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party, within fourteen (14) days from receipt of the written notice of default set forth in **Section 6.01**, commences with due diligence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

**Section 6.03. Remedies on Default.** Whenever any Event of Default by either Party has occurred and be continuing, subject to applicable cure periods, the other Party may pursue any remedy at law and in equity. The City shall, in addition to the remedies set forth in the preceding sentence, have the option to terminate this Agreement upon written notice to Developer.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then



and in every case the Parties shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties shall continue as though no such proceeding had been instituted.

No waiver in fact made by a Party of any specific default by another Party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

#### **Section 6.04. Legal Actions.**

A. ***Institution of Legal Actions.*** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Harvey County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas, Newton, Kansas.

B. ***Applicable Law.*** The laws of the State shall govern the interpretation and enforcement of this Agreement.

C. ***Acceptance of Service of Process.***

(i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or outside the State or in such other manner as may be provided by law. In the event the Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

**Section 6.05. Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**Section 6.06. Inaction Not a Waiver of Default.** Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

#### **Section 6.07. Enforced Delay; Extension of Times of Performance.**

A. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to the delay or default of the other Party or Excusable Delays.



B. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

## ARTICLE VII

### GENERAL PROVISIONS

**Section 7.01. Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

**Section 7.02. Assignment.** No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such assignment without such consent shall be void. Any decision to consent or refuse consent to an assignment pursuant to this Section shall be solely at the discretion of the City Representative or the City's Governing Body, as the case may be.

**Section 7.03. Right to Inspect.** Developer will cooperate with and assist the City to allow the City to perform all reasonable actions necessary to audit Developer's compliance with this Agreement.

**Section 7.04. Right of Access.** For the purposes of assuring compliance with this Agreement, the City Representative, or designated City staff, shall have the right of access to the Property and the Project, without charges or fees, during normal business hours for purposes related to this Agreement.

**Section 7.05. No Other Agreement.** Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the Parties.

**Section 7.06. Notice.** All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

Preferred Builders, Inc.  
Attn: Dean Leatherman  
455 S. Old Hwy 81  
Hesston, Kansas 67062



To the City:

City of Hesston, Kansas  
 Attn: City Administrator  
 115 E. Smith – P. O. Box 100  
 Hesston, Kansas 67062-0100

With a copy to:

Triplett Woolf Garretson, LLC  
 Attn: J. T. Klaus  
 2959 N. Rock Road, Suite 300  
 Hesston, Kansas 67226

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**Section 7.07. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**Section 7.08. Repurchase Rights Run with the Land; Recordation of Agreement.** The City's right to repurchase contained in **Sections 4.13** will run with the land and will be binding upon any successor in interest to all or any part of the Property. The Parties agree to execute, deliver and record a memorandum of this Agreement in proper form for recording in the real property records of Harvey County, Kansas in substantially the form of *Exhibit B* hereto.

**Section 7.09. Survivorship.** Notwithstanding the termination of this Agreement, the Developer's obligations set forth in **Article V** shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

**Section 7.10. Incorporation of Exhibits.** The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

**Section 7.11. Mutual Assistance.** The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

**Section 7.12. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The City shall have the right, if the Agreement or



covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

**Section 7.13. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 7.14. Agreement Controls.** This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

**Section 7.15. Conflicts of Interest.**

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to a the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

**Section 7.16. Required Disclosures.** The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 7.17. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or



consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 7.18. Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

**Section 7.19. Electronic Transactions.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 7.20. Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

*[Remainder of Page Intentionally Left Blank]*



**IN WITNESS WHEREOF**, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF HESSTON, KANSAS

[seal]

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

ATTEST:

By \_\_\_\_\_  
Jason Thrasher

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )       ss:  
COUNTY OF HARVEY        )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said County and State, came David K. Kauffman and Jason Thrasher, Mayor and City Clerk, respectively, of the City of Hesston, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:

\_\_\_\_\_



## PREFERRED BUILDERS, INC.

By \_\_\_\_\_  
Dean Leatherman, President

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )  
COUNTY OF HARVEY        )        ss:

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said County and State, came Dean Leatherman, President of Preferred Builders, Inc., who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:  
\_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**



**EXHIBIT B**  
**FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT**





## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Subject:** 2020 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 fifteen years. The audit and the support services have been performed in a timely and professional fashion and they work extremely well with staff. They are asking for a minimal fee increase to perform the audit for the year ending December 31, 2020.

2019 Audit Cost	\$17,240
2020 Audit Cost	\$17,420
Change	1.0%

**Financial Impact:** \$17,420

**Source of Funds:** General Fund

**Attachment:** 2020 Audit Engagement Letter



LINDBURG VOGEL PIERCE FARIS, CHARTERED  
Certified Public Accountants

CITY OF HESSTON, KANSAS

CONTRACT FOR AUDIT SERVICES

Year Ended December 31, 2020



Roger W. Field, CPA  
Gregory D. Daughette, CPA  
Kenneth D. Hamby, CPA  
Michael R. Meisenheimer, CPA  
Nick L. Mueiting, CPA  
Billy J. Klug, CPA  
Randall R. Hofmeier, CPA  
Brent L. Knoche, CPA  
Brian W. Mapel, CPA  
Jeffrey D. Reece, CPA  
Brady H. Byrnes, CPA  
Alex P. Larson, CPA

The Mayor and City Council  
City of Hesston, Kansas  
PO Box 100  
Hesston, KS 67062-0100

We are pleased to confirm our understanding of the services we are to provide City of Hesston, Kansas (the City) for the year ended December 31, 2020. The engagement letter embodies the entire agreement regarding the services to be rendered by Lindburg Vogel Pierce Faris, Chartered to the City. We will audit the summary statement of receipts, expenditures, and unencumbered cash (the financial statement) and disclosures of the City and the related municipal entities, the Hesston Public Library and the Hesston Land Bank, which collectively comprise the basic financial statement, as of December 31, 2020, and for the year then ended. This 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*, 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 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
- the individual fund schedules of receipts and expenditures - actual and budget
- the schedule of receipts and expenditures – related municipal entities

#### 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 financial 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.



The Mayor and City Council  
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Our audit will be conducted in accordance with generally accepted auditing standards in the United States of America; 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. Our report will be addressed to the Mayor and City Council, City of Hesston, Kansas. 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 emphasis-of-matter or other-matter 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 an opinion, or have not formed an opinion, we may decline to express an opinion 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 misstatement 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, creditors, and financial institutions. We may 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 your responsibilities for the financial statement; compliance with laws, regulations, contracts, and grant agreements; 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. Accordingly, we will express no such opinion. 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.



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### **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, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare the regulatory basis financial statement, related notes, and supplementary information of the City based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; 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 expended. You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, including identification of all related parties and related-party relationships and transactions; 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 affecting the government involving management, employees who have significant roles in internal control, and others where the fraud 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 affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.



The Mayor and City Council  
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Page 4

You are also responsible for the preparation of the 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 permitted in 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. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, disclosures, and supplementary information; and that you have reviewed and approved the financial statement, disclosures, and supplementary information prior to their issuance and have accepted responsibility for them.

#### **Engagement Administration, Fees, and Other**

Randall R. Hofmeier is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in May following year-end, and to issue our report August 10, 2021.

At the conclusion of the audit, bound copies and a pdf copy of our report on your financial statement will be furnished to you for distribution as you desire.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree our fee for the year ended December 31, 2020 will not exceed \$17,420. Our standard hourly rates vary according to the degree of responsibility involved, and the experience level of personnel assigned to your audit. The above fee is 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 necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for progress payments may be presented from time to time during the engagement and a final invoice will be presented upon filing our report. Invoices will be payable the first of the following month.

Additional services requested, but not addressed in this engagement letter will be based on the actual hours required at our standard rates. We may also issue a separate engagement letter covering the additional services. Any other work not covered by this agreement, including but not limited to assistance with preparation of the City's budget and consultation with City personnel about accounting procedures and other matters, shall be performed at your request on the basis of our regular rates.

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 governmental agencies.

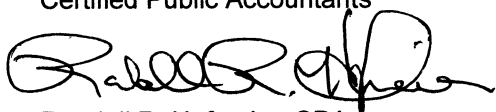


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Page 5

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.

Respectfully submitted,

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: \_\_\_\_\_

**DESIGNATION OF INDIVIDUAL RESPONSIBLE TO OVERSEE NONATTEST SERVICES:**

We designate Jason Thrasher as the individual responsible to oversee nonattest services.





## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Subject:** Annual Continuing Disclosure Filing - City

**Recommendation:** Acknowledge receipt of written confirmation

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### **Background Information:**

**Briefed by:** City Clerk Jason Thrasher

**Summary:** Per the Continuing Disclosure Policy that the City has adopted regarding annual reporting of financial information to the Electronic Municipal Market Access (EMMA) website, the Governing Body must acknowledge receipt of the written confirmation of the filing at their next regular council meeting. This filing and acknowledgement is for the 2019 financial operating data and 2019 audit. On November 6, 2020 the Council was provided a copy of the written confirmation via email.

### **Attachment:**

Email of 11/06/20 –Written Notice to Council

2019 Annual Operating Data & 2019 Audit Filing Receipt



## Jason Thrasher

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**From:** Jason Thrasher  
**Sent:** Friday, November 6, 2020 1:50 PM  
**To:** Brad Unruh; brad.unruh@excelii.com; Brad Unruh (bunruh@knork.net); Clare Moore; David Kauffman; davidkauffman@allstate.com; F.C. (Clare) Moore; Jason Jones; Jason Jones (jasonj@bluestemks.org); larry@fuquainsurance.com; Larry E. Fuqua; Susan Swartzendruber; susans@glcrealestate.com  
**Cc:** Gary Emry; J. T. Klaus; Jason Thrasher  
**Subject:** Continuing Disclosure - Annual Filing (City, PBC & Rec. Commission)  
**Attachments:** City Annual Disclosure Filing 11.06.20 - Copy.pdf; PBC Rec. Commission Annual Disclosure Filing 11.06.20 - Copy.pdf

Mayor & Council,

I completed the Continuing Disclosure annual filing as required by the Security and Exchanges Commission Rule 15c2-12 (item a below). This filing consists of the 2019 City Annual Operating Data, the 2019 City Audit and June 2020 Recreation Commission Audit. This puts us up-to-date on our required filings for the City & Public Building Commission.

There are a couple of other requirements that are a part of the annual filings - items b & c below:

1. **Annual Financial Information** means Audited Financial Statements and Operating Data or a Comprehensive Annual Financial Report (CAFR)
  - (a) File Operating Data and Audited Financial Statements or file CAFR with the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access System ("EMMA").
  - (b) Within 5 days of filing operating date, you must provide to the Governing Body a copy of the written confirmation from EMMA that it has been filed.
  - (c) The Governing Body must acknowledge receipt of the written confirmation at the next regular meeting of the Governing Body.
  - (d) If your Annual Financial Information is not available by the required filing date, you must file a notice that the filings will be late, file unaudited financial statements and then file audited statements when available.

This email is to notify you of the requirement of item (b). I have attached the receipts of the filings.

I will place the item on the November agenda for the City and PBC and you can acknowledged receipt of the written confirmation by motion. This will fulfill the requirements of item (c).

Thanks,  
 Jason Thrasher  
 Finance Director/City Clerk



City of Hesston



## Jason Thrasher

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**From:** EMMANotifications@msrb.org  
**Sent:** Friday, November 6, 2020 12:31 PM  
**To:** Jason Thrasher  
**Subject:** Confirmation: Continuing Disclosure Submission Successfully Published to EMMA

Your continuing disclosure submission has been published and can be viewed on the MSRB's Electronic Municipal Market Access (EMMA®) website at the following link:

<https://emma.msrb.org/ContinuingDisclosureView/ContinuingDisclosureDetails.aspx?submissionId=P11096539>

SubmissionId: P11096539

Disclosure Type: FINANCIAL/OPERATING FILING Annual Financial Information and Operating Data (Rule 15c2-12): City of Hesston Annual Operating Data Year Ending 2019 for the year ended 12/31/2019 Audited Financial Statements or CAFR (Rule 15c2-12): City of Hesston Audit for Year Ending 2019 for the year ended 12/31/2019

Document Name: Financial Operating Filing dated 11/06/2020

2019 Annual Operating Data City of Hesston.pdf posted 11/06/2020 1:29:57 PM

City of Hesston 2019 Audit.pdf posted 11/06/2020 1:29:57 PM

The following issuers are associated with this continuing disclosure submission:

CUSIP6	State	Issuer Name
428149	KS	HESSTON KANS

The following 268 Securities have been published with this continuing disclosure submission:

Security: CUSIP - 428149AJ7, Maturity Date - 11/01/1985  
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## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Subject:** Annual Continuing Disclosure Filing - PBC

**Recommendation:** Acknowledge receipt of written confirmation

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### **Background Information:**

- Motion to recess Hesston City Council Meeting and convene a meeting of the Public Building Commission.
- Motion to approve PBC Minutes of June 8, 2020

**Briefed by:** City Clerk Jason Thrasher

**Summary:** Per the Continuing Disclosure Policy that the City has adopted regarding annual reporting of financial information to the Electronic Municipal Market Access (EMMA) website, the Governing Body must acknowledge receipt of the written confirmation of the filing at their next regular council meeting. This filing and acknowledgement is for the 2019 financial operating data and 2019 audit. On November 6, 2020 the Council was provided a copy of the written confirmation via email.

### **Attachment:**

PBC Minutes of 06.08.20

Email of 11/06/20 –Written Notice to Council

2019 Annual Operating Data & 2019 Audit Filing Receipt

- Motion to acknowledge written receipt of filing.
- Motion to adjourn Hesston Public Building Commission Meeting and reconvene Hesston City Council meeting.



**CITY OF HESSTON  
PUBLIC BUILDING COMMISSION MEETING**

**MINUTES of June 8, 2020****PBC Meeting No. 3**

The regular meeting of the Hesston Public Building Commission was held on Monday, June 8, 2020 at 7:13 p.m. in the Council Chamber / Municipal Court Building located at 110 E. Smith Street.

**PRESENT**

Commissioners Larry Fuqua, Jason Jones, Brad Unruh, Clare Moore and Susan Swartzendruber, City Administrator Gary Emry, City Attorney J.T. Klaus, and City Clerk Jason Thrasher with Chairman David Kauffman presiding. A quorum was present.

**OTHERS PRESENT**

Lorrie Kessler with the Harvey County Health Department, County Resident Royce Enns, Fire and EMS Director Russ Buller, Public Works Superintendent Scott Robertson, Director of Golf Operations Grady Pauls, Parks and Recreation Superintendent Mike Hulteen, Hesston Chamber Director Megan Smith, Luke Logan with the Grocery Store Committee, and Adam Strunk with the Hesston Record.

**CONVENE MEETING**

At 7:13 p.m. Clare Moore motioned to recess the meeting of the Hesston City Council and convene a meeting of the Hesston Public Building Commission. Larry Fuqua seconded. Motion carried 5-0.

**APPROVE MINUTES**

Jason Jones made a motion to approve the PBC minutes of 05/11/20. Clare Moore seconded. Motion carried 5-0.

**EVENT FILING CONTINUING DISCLOSURE AGREEMENT – PBC**

Larry Fuqua moved to acknowledge the written receipt of the continuing disclosure event filing related to the 2010 PBC Bond Refinancing. Susan Swartzendruber seconded. Motion carried 5-0.

**ADJOURNMENT**

At 7:15 p.m. Jason Jones motioned to adjourn the meeting of the Hesston Public Building Commission and reconvene the meeting of the Hesston City Council. Clare Moore seconded. Motion carried 5-0.

Recorded by  
Jason Thrasher  
Secretary



## Jason Thrasher

---

**From:** Jason Thrasher  
**Sent:** Friday, November 6, 2020 1:50 PM  
**To:** Brad Unruh; brad.unruh@excelii.com; Brad Unruh (bunruh@knork.net); Clare Moore; David Kauffman; davidkauffman@allstate.com; F.C. (Clare) Moore; Jason Jones; Jason Jones (jasonj@bluestemks.org); larry@fuquainsurance.com; Larry E. Fuqua; Susan Swartzendruber; susans@glcrealestate.com  
**Cc:** Gary Emry; J. T. Klaus; Jason Thrasher  
**Subject:** Continuing Disclosure - Annual Filing (City, PBC & Rec. Commission)  
**Attachments:** City Annual Disclosure Filing 11.06.20 - Copy.pdf; PBC Rec. Commission Annual Disclosure Filing 11.06.20 - Copy.pdf

Mayor & Council,

I completed the Continuing Disclosure annual filing as required by the Security and Exchanges Commission Rule 15c2-12 (item a below). This filing consists of the 2019 City Annual Operating Data, the 2019 City Audit and June 2020 Recreation Commission Audit. This puts us up-to-date on our required filings for the City & Public Building Commission.

There are a couple of other requirements that are a part of the annual filings - items b & c below:

1. **Annual Financial Information** means Audited Financial Statements and Operating Data or a Comprehensive Annual Financial Report (CAFR)
  - (a) File Operating Data and Audited Financial Statements or file CAFR with the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access System ("EMMA").
  - (b) Within 5 days of filing operating date, you must provide to the Governing Body a copy of the written confirmation from EMMA that it has been filed.
  - (c) The Governing Body must acknowledge receipt of the written confirmation at the next regular meeting of the Governing Body.
  - (d) If your Annual Financial Information is not available by the required filing date, you must file a notice that the filings will be late, file unaudited financial statements and then file audited statements when available.

This email is to notify you of the requirement of item (b). I have attached the receipts of the filings.

I will place the item on the November agenda for the City and PBC and you can acknowledged receipt of the written confirmation by motion. This will fulfill the requirements of item (c).

Thanks,  
 Jason Thrasher  
 Finance Director/City Clerk



City of Hesston



## Jason Thrasher

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**From:** EMMANotifications@msrb.org  
**Sent:** Friday, November 6, 2020 12:41 PM  
**To:** Jason Thrasher  
**Subject:** Confirmation: Continuing Disclosure Submission Successfully Published to EMMA

Your continuing disclosure submission has been published and can be viewed on the MSRB's Electronic Municipal Market Access (EMMA®) website at the following link:

<https://emma.msrb.org/ContinuingDisclosureView/ContinuingDisclosureDetails.aspx?submissionId=P11096541>

SubmissionId: P11096541

Disclosure Type: FINANCIAL/OPERATING FILING Annual Financial Information and Operating Data (Rule 15c2-12): 2019 Annual Operating Data City of Hesston for the year ended 12/31/2019 Audited Financial Statements or CAFR (Rule 15c2-12): City of Hesston 2019 Audit & Hesston Recreation Audit June 30, 2020 for the year ended 06/30/2020

Document Name: Financial Operating Filing dated 11/06/2020

2019 Annual Operating Data City of Hesston.pdf posted 11/06/2020 1:34:10 PM

Hesston Recreation Commission June 2020 Audit.pdf posted 11/06/2020 1:34:10 PM

City of Hesston 2019 Audit.pdf posted 11/06/2020 1:34:10 PM

The following issuers are associated with this continuing disclosure submission:

CUSIP6	State	Issuer Name
42814P	KS	HESSTON, KANSAS PUBLIC BUILDING COMMISSION

The following 45 Securities have been published with this continuing disclosure submission:

Security: CUSIP - 42814PAA0, Maturity Date - 09/01/2011  
 Security: CUSIP - 42814PAB8, Maturity Date - 09/01/2012  
 Security: CUSIP - 42814PAC6, Maturity Date - 09/01/2013  
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## **Agenda Item Summary**

**Meeting date:** November 9, 2020

**Subject:** Board and Committee Expiring Terms

**Recommendation:** Invite and recruit candidates for positions.

### **Background Information:**

**Briefed by:** City Administrator Gary Emry

**Summary:** At the December Council meeting the Mayor makes and the Council confirms appointments to fill vacancies on city boards, committees and commissions. Traditionally, members whose terms are expiring are asked if they want to be considered for reappointment. If they are willing, their names are submitted along with recommendations from the boards and volunteers from throughout the community. Those highlighted in yellow are currently open or the terms are up at the end of the year.

<i><b>Planning Commission &amp; Board of Zoning Appeals</b></i>		<i><b>Position</b></i>	<i><b>Term Length</b></i>	<i><b>Term Begins</b></i>	<i><b>Term Expires</b></i>
1	Open (unexpired term)		3 yrs.	Jan-19	Dec-21
2	Tyson Miller		3 yrs.	Jan-19	Dec-21
3	Don Schroeder		3 yrs.	Jan-19	Dec-21
		Vice Chairman (April 2016)			
4	Mike Hamilton		3 yrs.	Jan-20	Dec-22
5	Open (new term)		3 yrs.	Jan-20	Dec-22
6	Chad Fuqua		3 yrs.	Jan-20	Dec-22
		Chairman (April 2016)			
7	Dean Leatherman		3 yrs.	Jan-18	Dec-20
8	Tim Page		3 yrs.	Jan-18	Dec-20
9	Open (unexpired term)		3 yrs.	Jan-18	Dec-20



<i><b>HAEDC</b></i>	<i><b>Position</b></i>	<i><b>Term Length</b></i>	<i><b>Term Begins</b></i>	<i><b>Term Expires</b></i>
1 Zack Phillips	City	2 yrs.	Jan-20	Dec-21
2 Mark Landes	City	2 yrs.	Jan-20	Dec-21
3 open (unexpired term)	City	2 yrs.	Jan-19	Dec-20
4 open (unexpired term)	City	2 yrs.	Jan-19	Dec-20
5 open	At Large			
6 Anthony Swartzendruber	Harvey County			
7 Open	Hesston College			
8 Ben Proctor	USD460 Chamber of			
9 Megan Smith	Commerce			

<i><b>Tree Board</b></i>	<i><b>Position</b></i>	<i><b>Term Length</b></i>	<i><b>Term Begins</b></i>	<i><b>Term Expires</b></i>
1 open (unexpired term)		3 yrs.	Jan-20	Dec-22
2 open (unexpired term)		3 yrs.	Jan-19	Dec-21
3 John Kaegi - 240 S. Weaver		3 yrs.	Jan-20	Dec-22
4 James Yoder of 324 E. Vesper		3 yrs.	Jan-20	Dec-22
5 Open (unexpired term)		3 yrs.	Jan-20	Dec-22
6 Marty Pruitt		3 yrs.	Jan-18	Dec-20
7 Ken Schwanke		3 yrs.	Jan-18	Dec-20
8 open (unexpired term)		3 yrs.	Jan-18	Dec-20

<i><b>Recreation Commission</b></i>	<i><b>Position</b></i>	<i><b>Term</b></i>	<i><b>Term Begins</b></i>	<i><b>Term Expires</b></i>
1 Kris White	BOE	4 yrs.	Jan-18	Dec-21
2 Chad Fuqua	City	4 yrs.	Jan-19	Dec-22
3 Blake Buhrman	BOE	4 yrs.	Jan-20	Dec-23
4 Dee Dee Landes	City	4 yrs.	Jan-21	Dec-24
5 Becky Tozier	HRCE	4 yrs.	Jan-17	Dec-20





## **Agenda Item Summary**

**Meeting date:** November 11, 2020

**Subject:** Adjourn Meeting

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At the conclusion of the agenda the Mayor can request a motion to adjourn the meeting.

**Next Regular Council Meeting:** December 14, 2020