CITY OF HAYSVILLE

Agenda

December 9, 2019

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastor Monte Leichner, River Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

A. Presentation of Service Awards for Employees

PRESENTATION AND APPROVAL OF MINUTES

A. Minutes of November 25, 2019

ITEM #1 CITIZENS TO BE HEARD

ITEM #2 APPROVAL OF LICENSES AND BONDS

A. Cereal Malt Beverage License Renewals
   a. Cash Saver #646, 241 N. Main St.
   b. Kwik Shop #776, 7150 S. Meridian Ave.
   c. Dollar General Store #2551, 180 N. Main St.

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

A. A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN PROPERTY TO HAYSVILLE LAND INVESTMENT, LLC

B. A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2019, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

C. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND

AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/COUNTRY LAKES ADDITION-PHASE 2).

D. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/COUNTRY LAKES ADDITION AND COUNTRY LAKES 2ND ADDITION-PHASE 2).

E. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/COUNTRY LAKES ADDITION AND COUNTRY LAKES 2ND ADDITION-PHASE 2).

F. AN ORDINANCE ADOPTING THE RECODIFICATION OF ORDINANCES OF THE CITY OF HAYSVILLE, KANSAS, 2020 EDITION, PROVIDING FOR THE EFFECTIVE DATE THEREOF, PROVIDING FOR THE REPEAL OF CERTAIN OTHER ORDINANCES NOT INCLUDED THEREIN, SAVING CERTAIN ORDINANCES FROM REPEAL AND SAVING CERTAIN ACCRUED RIGHTS AND LIABILITIES.

G. A RESOLUTION PROVIDING THAT THE COMMUNITY OF HAYSVILLE URGES ITS CITIZENS TO JOIN THIS EFFORT AND HEREBY DECLARES THIS CITY TO BE AN OFFICIAL ENTRANT IN THE PRIDE PROGRAM FOR THE YEAR OF 2019.

ITEM #4 NOTICES AND COMMUNICATIONS

A. Governing Body Announcements

B. Emails from Cox Communications Re: Contract Negotiations and Price Increases

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

A. Consideration of Agreement with PEC for Country Lakes Infrastructure Design

B. Public Hearing for and Consideration of Approval of the Proposed Amendment to 2019 Budget

C. Consideration of Agreement with Sedgwick County Re: Haysville Senior Center

D. Consideration of Request for Services and Consent to Annex

E. Consideration of Purchase of Treadmills

ITEM #7 DEPARTMENT REPORTS

A. Administrative Services – Will Black

B. City Clerk – Janie Cox

C. Police – Jeff Whitfield

D. Public Works – Tony Martinez

E. Recreation – Georgie Carter

ITEM #8 APPOINTMENTS

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

ITEM #11 BILLS TO BE PAID

A. Bills to be Paid for the First Half of December

ITEM #12 CONSENT AGENDA

ITEM #13 COUNCIL ITEMS

A. Council Concerns

B. Council Action Request Updates

ITEM #14 ADJOURNMENT

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

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

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

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

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of November 12th, 2019.

Motion by Rardin – Second by Thompson
I make a motion we approve the minutes of November 12th 2019.
Kessler abstain, Walters yea, Rardin yea, Benner abstain, Crum yea, Thompson yea.
Motion declared carried.

Under Citizens to be Heard, Mayor Bruce Armstrong advised the Sedgwick County Fire Department was not present but could be heard if they were to arrive later.

Under Approval of Licenses and Bonds, Mayor Bruce Armstrong presented a Cereal Malt Beverage License for Dollar General Store #2551 at 180 N. Main Street.

Motion by Kessler – Second by Rardin
I make a motion to approve the Cereal Malt Beverage License for Dollar General Store #2551 at 180 N. Main Street.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried.

Under Approval of Licenses and Bonds, Mayor Bruce Armstrong presented a Cereal Malt Beverage License Renewal for Jump Start Stores Inc. at 7200 S. Broadway.

Motion by Benner – Second by Rardin
I make a motion that we approve the License Renewal for Cereal Malt Beverage for Jump Start Store at 7200 S. Broadway.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried.

There were no Ordinances or Resolutions.

Under Notices and Communications, Mayor Bruce Armstrong called for Governing Body Announcements. Councilperson Steve Crum reviewed upcoming events from the Haysville Community Library, and a Haysville Healthy Habits fundraiser called Commit to Be Fit. He thanked the VFW for donating a flag for the Veteran's Memorial at Riggs Park, and Public Works for repairing the halyard rope on the flagpole. Lastly, he advised

the Haysville Piranhas Swim Club was establishing an all-year swim club. Mayor Armstrong advised of upcoming events at the Senior Center and thanked the community for donating food items to the Haysville Food Bank.

Under Notices and Communications, Mayor Bruce Armstrong presented a Letter from Chris Cloud Regarding the Haysville Activity Center, a Letter from Special Olympics of Kansas Regarding the 2020 Polar Plunge, and the Official Certificate of Canvass from Sedgwick County's Election Office.

There was no Old Business.

Under Other Business, Mayor Bruce Armstrong presented First Reading of Annual City Code Update. Mayor Armstrong advised no motions were needed at this time, and opened the floor for preliminary discussion. Councilperson Russ Kessler discussed Chapter 17-331 regarding election filing fee and to whom the fee should be paid. Staff advised they will check to ensure the code reflects the fee is payable to Sedgwick County.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Title VI Program Document. Mayor Armstrong advised this is a required document for the Haysville Hustle Paratransit Service grant, and it has already been signed off on by the County.

Motion by Crum – Second by Rardin
I make a motion that we approve the Title VI Program Document as presented.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried,

Under Other Business, Mayor Bruce Armstrong presented Consideration of Purchase of Pass-Through Lockers. Police Chief Jeff Whitfield reviewed details of the request and was available to answer questions from Council. He requested authorization to purchase the lockers from Tiffin Metal Products for $10,328.00.

Motion by Crum – Second by Thompson
If there's no more discussion, I'll go ahead and make a motion that we approve the bid for Law Enforcement Pass-Through Evidence Locker through Tiffin Metal Products for $10,328.00.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of South Main Lift Station Variable Frequency Drive. Public Works Director Tony Martinez reviewed details of the request and stood for questions from Council. He requested authorization to purchase the equipment from Logic for $21,104.00 and to contract with Tracy Electric for the installation, bringing the total for the project to $26,529.00, which would be paid from Wastewater Contractual in the Wastewater budget.

Motion by Kessler – Second by Rardin
I make a motion we approve the Wastewater South Main Lift Station VFD upgrade as presented.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried

Under Other Business, Mayor Bruce Armstrong presented Consideration of Farm Lease Agreement. Mayor Armstrong advised this lease was for the 79th Street property and the terms have not changed.

Motion by Crum – Second by Benner
I make a motion we approve the Farm Lease as presented.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried

Mayor Bruce Armstrong asked for Department Reports.

Chief Administrative Officer Will Black had nothing to report.

City Clerk Janie Cox advised City Hall would be closed on November 28th and 29th for Thanksgiving.

Police Chief Jeff Whitfield advised the visiting officer was Sargent Randy Nowak.

Public Works Director Tony Martinez advised the scheduled mill and overlay street work was ongoing, and Insituform would be performing contracted manhole rehabilitation in the coming weeks as well. He stated Public Works would be closed on November 28th and 29th for Thanksgiving, but citizens could call the non-emergency police line at 529-5912 to reach on-call staff for water or wastewater emergencies.

Deputy Administrative Officer Georgie Carter advised the HAC would be closed on Thanksgiving Day but would be open from 8:00 a.m. to 5:00 p.m. on Friday. She also provided information regarding Village Christmas.

Under Appointments, Mayor Bruce Armstrong presented the Appointment of Fred Plummer, 1222 E. Winesap, to the Planning Commission for a three year term.

Motion by Crum – Second by Benner
I make a motion we allow the Appointment of Fred Plummer, 1222 E. Winesap to the Planning Commission for a three year term.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried

There were no Off Agenda Citizens to be Heard.

There was no Executive Session.

Under Bills to be Paid, Mayor Bruce Armstrong presented the Bills to be Paid for the Last Half of November.

Motion by Walters – Second by Rardin
I make a motion we pay the bills for the last half of November.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried.

There was nothing under the Consent Agenda.

Under Council Items, Mayor Bruce Armstrong asked for Council Concerns. There were none.

Under Council Items, Mayor Bruce Armstrong advised there were no Council Action Request Updates.

Mayor Bruce Armstrong presented for approval Adjournment.

Motion by Kessler – Second by Rardin
Mayor and Council, I make a motion that we adjourn tonight's meeting.
Kessler yea, Walters yea, Rardin yea, Benner yea, Crum yea, Thompson yea.
Motion declared carried.

The Regular Council Meeting adjourned at 7:19 p.m.

_____
Janie Cox, City Clerk

Return To Agenda

MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Kayla Kostecki, Administrative Secretary

DATE: December 9, 2019

RE: Cereal Malt Beverage Renewal 2020

The following businesses has made application for their Cereal Malt Beverage License renewal:

Cash Saver #646. – 201 N. Main St.
Kwik Shop #776– 7150 S. Meridian Ave.
Dollar General Store #2551 – 180 N. Main St.

All requirements have been met and fees have been paid. Approval is recommended.

Sincerely,

Kayla Kostecki
Administrative Secretary
City of Haysville

Return To Agenda

Gilmore & Bell, P.C.
11/13/2019

RESOLUTION NO. ___

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN PROPERTY TO HAYSVILLE LAND INVESTMENT, LLC

WHEREAS, pursuant to Ordinance No. 980 and the Bond Agreement dated as of May 15, 2012, the City of Haysville, Kansas (the "Issuer") has previously issued its Taxable Industrial Revenue Bonds, Series 2012 (Sleep Inn and Suites Project) in the original aggregate principal amount of $3,000,000 (the "Bonds") to finance the cost of acquiring, constructing, furnishing and equipping a hotel facility to be used for commercial purposes (the "Project"), such Project having been leased to Haysville Land Investment, LLC, a Kansas limited liability company (the "Tenant") pursuant to a Lease dated as of May 15, 2012 between the City and the Tenant (the "Lease"); and

WHEREAS, the Tenant desires to exercise its option to purchase the Project under *Section 17.1* of the Lease and is not in default under the Lease; and

WHEREAS, the Tenant had made all the payments of Basic Rent and Additional Rent pursuant to the Lease and all principal and interest on the Bonds has been paid or payment has been provided for; and

WHEREAS, American State Bank and Trust Company, Rose Hill, Kansas, formerly Rose Hill Bank, as Fiscal and Paying Agent for the Bonds, has certified that no Bonds remain outstanding; and

WHEREAS, the Tenant has provided the City written notice of its intent to exercise its option to purchase the Project;

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

Section 1. The Mayor and Clerk are authorized and directed to execute a special warranty deed, a bill of sale and a release of lease, in substantially the forms submitted to the Governing Body concurrently with the adoption of this Resolution. The Clerk is directed to deliver the executed special warranty deed, a bill of sale and a release of lease to the Tenant.

Section 2. The Mayor and Clerk are hereby further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution and are hereby further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

ADOPTED by the governing body of the City of Haysville, Kansas on December 9, 2019.

CITY OF HAYSVILLE, KANSAS

_____
Mayor

[SEAL]

Attest:

By: _____
Clerk

THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made December 17, 2019 between the City of Haysville, Kansas, a municipal corporation, as Grantor, and Haysville Land Investment, LLC, a Kansas limited liability company, as Grantee;

WITNESSETH, that said Grantor, in furtherance of the terms of a certain Lease dated as of May 15, 2012 between Grantor and Grantee, and as authorized by a Resolution duly adopted by the governing body of the Grantor, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Sedgwick County, Kansas:

Lot 1, Block B, Haysville Industrial Park 2nd Addition to Haysville, Sedgwick County, Kansas.

for the sum of $100.00 and other valuable consideration;

TO HAVE AND TO HOLD, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

IN WITNESS WHEREOF, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

CITY OF HAYSVILLE, KANSAS
a municipal corporation

_____
Janie Cox, Clerk

_____
Bruce Armstrong, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2019 by Bruce Armstrong, Mayor, and Janie Cox, Clerk, respectively, of the City of Haysville, Kansas, on behalf of said City.

[SEAL]

_____
Notary Public

My appointment expires:

_____

BILL OF SALE

In furtherance of the terms of a certain Lease dated as of May 15, 2012 between the City of Haysville, Kansas, as Assignor, and Haysville Land Investment, LLC, a Kansas limited liability company, as Assignee, and for valuable consideration, Assignor hereby transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Haysville, Kansas, Taxable Industrial Revenue Bonds, Series 2012 (Sleep Inn and Suites Project).

[SEAL]

ATTEST:

CITY OF HAYSVILLE, KANSAS
a municipal corporation

_____
Janie Cox, Clerk

_____
Bruce Armstrong, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2019 by Bruce Armstrong, Mayor, and Janie Cox, Clerk, respectively, of the City of Haysville, Kansas, on behalf of said City.

[SEAL]

_____
Notary Public

My appointment expires:

_____

RELEASE OF LEASE

WHEREAS, the City of Haysville, Kansas (the "Issuer") has heretofore entered into a Lease dated as of May 15, 2012 (the "Lease") between the Issuer and Haysville Land Investment, LLC, a Kansas limited liability company (the "Tenant"), notice of which is recorded in DOC.#/FLM-PG: 29293279 and assignment of which is recorded in DOC.#/FLM-PG: 29293280 in the office of the Sedgwick County Register of Deeds; and

WHEREAS, the Issuer assigned its interest in the Lease to American State Bank and Trust Company, Rose Hill, Kansas, formerly Rose Hill Bank, acting as Fiscal and Paying Agent for the Issuer and others for purpose of enforcement of the Tenant's covenants under the Lease; and

WHEREAS, the Tenant has exercised its option to purchase the facility described in the Lease (the "Project") from the Issuer; and

WHEREAS, all of the Tenant's obligations to the Issuer under the Lease have been satisfied;

THEREFORE, the property described in the attached *Schedule I* is hereby released from any claim of the Issuer and the Fiscal and Paying Agent under the Lease as of December 17, 2019.

CITY OF HAYSVILLE, KANSAS

By: _____
Bruce Armstrong, Mayor

[SEAL]

ATTEST:

By : _____
Janie Cox, Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2019 by Bruce Armstrong, Mayor, and Janie Cox, Clerk, respectively, of the City of Haysville, Kansas, on behalf of said City.

[SEAL] By: _____
Notary Public

My appointment expires:_____

American State Bank and Trust Company
Rose Hill, Kansas

By:_____
Name:
Title:

STATE OF KANSAS)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of December, 2019 by _____ as _____ and trust officer of the American State Bank and Trust Company, Rose Hill, Kansas, a state banking association or corporation.

[SEAL]

_____
Notary Public

My appointment expires: _____
Date

SCHEDULE I

PROPERTY SUBJECT TO LEASE

(a) The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 1, Block B, Haysville Industrial Park 2nd Addition to Haysville, Sedgwick County, Kansas.

said real property constituting the "Land" as referred to in said Lease.

(b) All buildings, improvements, machinery and equipment now or hereafter constructed, located or installed on the Land pursuant to said Lease, constituting the "Improvements" as referred to in said Lease, together with any substitutions or replacements therefor any "Project Additions" as referred to in said Lease, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in said Lease.

FISCAL AND PAYING AGENT'S CERTIFICATION

Re: City of Haysville, Kansas
Taxable Industrial Revenue Bonds, Series 2012
(Sleep Inn and Suites Project) (the "Bonds")

The undersigned, on behalf of American State Bank and Trust Company, Rose Hill, Kansas, as Fiscal and Paying Agent with respect to the referenced Bonds, hereby certifies that as of the date hereof, no Bonds remain outstanding under the Bond Agreement dated May 15, 2012 authorizing and securing the Bonds, and all fees and expenses of the Fiscal and Paying Agent in connection with such Bonds have been paid in full.

Dated: December _____, 2019

American State Bank and Trust Company
Rose Hill, Kansas

[SEAL]

By:_____
Name:
Title:

Return To Agenda

Gilmore & Bell, P.C.
11/25/2019

RESOLUTION NO. 19-[__]

OF

THE CITY OF HAYSVILLE, KANSAS

ADOPTED

DECEMBER 9, 2019

GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019

RESOLUTION

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RESOLUTION NO. 19-[__]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2019, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Haysville, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively the "Improvements") to be made in the City, to-wit:

Project Description	**Res. No.**	**Authority (K.S.A.)**	**Amount**
Public Building Improvements – Police Department	19-10	12-1736 *et seq*.	$465,000
Public Building Improvements – Senior Center	19-11	12-1736 *et seq*.	285,000
Total:			***$750,000***

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $785,000* to pay the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., and K.S.A. 12-1736 *et seq*., all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

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

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Haysville, Kansas.

"Clerk" means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerks absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Compliance Account" means the Compliance Account created pursuant to ***Section 501*** hereof.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Temporary Notes, Series B, 2019 created pursuant to ***Section 501*** hereof.

"Dated Date" means December 20, 2019.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series B, 2019 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

"Event of Default" means each of the following occurrences or events:

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

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

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

"Federal Tax Certificate" means the Issuers Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

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

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series B, 2019 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

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

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Note which shall be June 1 and December 1 of each year, commencing June 1, 2020.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

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

"Mayor" means the duly elected and acting Mayor, or in the Mayors absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

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

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series B, 2019, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Notes.

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

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

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

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

"Paying Agent" means the State Treasurer, and any successors and assigns.

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

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

"Purchase Price" means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of $_____][, less an underwriting discount of $_____].

"Purchaser" means [Purchaser], [Purchaser City, State], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

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

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Article II*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

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

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

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurers absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

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

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurers absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series B, 2019, of the Issuer in the principal amount of $785,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity December 1	Principal Amount	Annual Rate of Interest
2020	$785,000*	[____]%

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

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

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

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

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

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

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record

Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

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

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

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying

Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owners order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

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

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

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

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

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

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

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the

Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated November 12, 2019, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby

authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on June 1, 2020, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 30 days prior to the Redemption

Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

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

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

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the

Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and

shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

(a) Improvement Fund for General Obligation Temporary Notes, Series B, 2019.

(b) Debt Service Account for General Obligation Temporary Notes, Series B, 2019.

(c) Costs of Issuance Account for General Obligation Temporary Notes, Series B, 2019.

(d) Compliance Account.

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

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) An amount to pay interest on the Notes shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; and (c) paying Costs of Issuance.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property,

equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise

as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

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

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

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

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

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III***. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

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

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

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

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

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

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

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

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note

Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgees right so to act with respect to such Notes and that the pledgee is not the Issuer.

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

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

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

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

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

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

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on December 9, 2019.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on December 9, 2019, as the same appears of record in my office.

DATED: December 9, 2019.

_____
Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED **REGISTERED**
NUMBER ____ **$**

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

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF HAYSVILLE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES B, 2019

Interest Rate:	**Maturity Date:**	**Dated Date: December 20, 2019**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Haysville, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2020 (the "Interest Payment Dates"), until the Principal Amount has been paid.

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

payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

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

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

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

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

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

CITY OF HAYSVILLE, KANSAS

(Facsimile Seal)

By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: _____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Registration Date: _____

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

By: _____

Registration Number: 1120-087-122019-___

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series B, 2019," aggregating the principal amount of $785,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-1736 *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest, or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

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

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depositorys participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note

Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

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

LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

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

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Haysville, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of December 20, 2019.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

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

Gilmore & Bell, P.C.
11/25/2019

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$785,000*

CITY OF HAYSVILLE, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019

DATED DECEMBER 20, 2019

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

CITY OF HAYSVILLE, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019

DATED DECEMBER 20, 2019

_____

CLOSING LIST

_____

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

1. City of Haysville, Kansas (the "Issuer")

2. Josh A. Pollak, Esq., Haysville, Kansas ("Issuers Counsel ")

3. Attorney General of the State of Kansas [*Original*]

4. State Treasurer, Topeka, Kansas (the "Paying Agent")

5. [Purchaser], [Purchaser City, State] (the "Original Purchaser")

6. Stifel, Nicolaus & Company, Incorporated, Wichita, Kansas (the "Financial Advisor")

7. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Public Building Improvements – Police Department**
   - Cost Estimate
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 19-10
   - Resolution No. 19-10 authorizing public building improvements

2. **Public Building Improvements – Senior Center**
   - Cost Estimate
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 19-11
   - Resolution No. 19-11 authorizing public building improvements

PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES

3. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 19-12

4. Resolution No. 19-12 authorizing the offering for sale of the Notes

5. Notice of Note Sale, Preliminary Official Statement and Certificate Regarding Preliminary Official Statement

6. Official Statement

7. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. 19-[__]

8. Resolution No. 19-[__] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

9. Transcript Certificate
   Exhibit A – Statement of Costs
   Exhibit B – Schedule of Outstanding General Obligation Indebtedness

10. Uniform Facsimile of Signature Certificate

11. Authorization of State Treasurer to use facsimile signature and seal

12. Specimen Note and Printers Certificate

13. Agreement Between Issuer and Agent

14. DTC Blanket Letter of Representations

15. Closing Certificate

16. Federal Tax Certificate
   Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
   Exhibit B – Receipt for Purchase Price
   Exhibit C – Receipt and Representation
   [***Exhibit C-1*** – Certificate of Financial Advisor]
   Exhibit D – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures
   Exhibit E – Sample Annual Compliance Checklist
   Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

17. Approving legal opinion of Gilmore & Bell, P.C.

18. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

19. Closing Letter

* * * * *

Gilmore & Bell, P.C.
11/25/2019

TRANSCRIPT CERTIFICATE

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

The undersigned Mayor and Clerk of the City of Haysville, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of December 9, 2019, as follows:

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

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

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

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

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

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

Name	Title	Term of Office
Bruce Armstrong	Mayor	04/13 to 01/22
Daniel Benner	Council President	01/19 to 01/20
	Councilmember	04/13 to 01/22
Steve Crum	Councilmember	04/13 to 01/22
Dale Thompson	Councilmember	04/15 to 01/20
Janet Parton	Councilmember	04/17 to 01/20
Patricia Ewert	Councilmember	04/05 to 01/22
Bob Rardin	Councilmember	04/11 to 01/20
Danny Walters	Councilmember	01/18 to 01/22
Russ Kessler	Councilmember	04/11 to 01/20
Janie Cox	Clerk/Treasurer	06/11 to DATE

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

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. 19-[__] (the "Note Resolution") of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying the costs of certain public building improvements (the "Improvements") authorized by the governing body of the Issuer pursuant to K.S.A. 12-1736 *et seq*., as amended, and all other applicable provisions of the laws of the State of Kansas.

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

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

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

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

Equalized Assessed Valuation of	
Taxable Tangible Property	$62,020,416
Tangible Valuation of Motor Vehicles (2018)	11,333,570
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	$73,353,986

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Notes.

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

_____
Mayor

(SEAL)

_____
Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series B, 2019, Dated December 20, 2019, of the City of Haysville, Kansas

Sources of Funds:	
Principal Amount of the Notes	$785,000*.00
[Underwriter's Discount]	-
[Original Issue Premium]	
[Original Issue Discount]	-
Total	***$***
Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to Debt Service Account	
Deposit to Costs of Issuance Account	
Total	***$***

EXHIBIT B

CITY OF HAYSVILLE, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of December 20, 2019)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
General Obligation Bonds, Series 2011	11/01/11	10/01/32	$ 107,000	$ 75,000	$ 0
General Obligation Bonds, Series 2014	06/01/14	10/01/29	369,000	270,000	0
General Obligation Refunding Bonds, Series 2016	02/01/16	10/01/30	6,455,000	5,030,000	1,455,159
General Obligation Bonds, Series 2018	08/30/18	10/01/33	785,000	745,000	0
General Obligation Bonds, Series 2019-A	01/31/19	10/01/39	820,000	820,000	460,539
General Obligation Bonds, Series 2019-B	04/30/19	10/01/39	260,000	260,000	133,692
	Total			***$7,200,000***	***$2,049,390***

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
General Obligation Temporary Notes, Series A, 2019	01/08/19	10/01/20	$1,165,000	$1,165,000	$441,350
General Obligation Temporary Notes, Series B, 2019	12/20/19	12/01/20	785,000*	785,000*	0
	Total			***$1,950,000***	***$441,350***

* Preliminary, subject to change

Gilmore & Bell, P.C.
11/25/2019

AGREEMENT BETWEEN ISSUER AND AGENT

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

THIS AGREEMENT, dated as of December 20, 2019, between the City of Haysville, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq*., except as specifically provided in this Agreement.

Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $250, which is based on "Book-entry Only" Securities.

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

IV. STANDARD OF PERFORMANCE

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

A. *STATEMENTS OF OWNERSHIP*

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

B. *CERTIFICATED SECURITIES*

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

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of $1,000 and $5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal

place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

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

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

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. ***REDEMPTIONS***

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

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

I. ***MISCELLANEOUS***

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

J. ***REPORTS***

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

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Note Resolution.

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CITY OF HAYSVILLE, KANSAS

By _____
Mayor

(SEAL)

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____
Director of Bond Services

ATTACHMENT "A"

SAMPLE

	$5,000.00000	Bond Unit
x	.06875	Interest Rate
=	343.750000	Rounded to six decimal places
/	360	Days per year
=	.954861	Rounded to six decimal places
x	180	Day in interest period
=	171.874980	(Rounded to second decimal = $171.87)

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

Gilmore & Bell, P.C.
11/25/2019

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

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on December 20, 2019 (the "Closing Date"), the City of Haysville, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [Purchaser], [Purchaser City, State], as the Underwriter (the "Underwriter") in distributing the Notes.

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

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

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CITY OF HAYSVILLE, KANSAS

Dated: December 9, 2019

By: _____
Clerk

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

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

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

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Temporary Notes, Series B, 2019, dated December 20, 2019, of the City of Haysville, Kansas

Dated: December 20, 2019.

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

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

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

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

Gilmore & Bell, P.C.
11/25/2019

CLOSING CERTIFICATE

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

The undersigned Mayor and Clerk of the City of Haysville, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of December 20, 2019 (the "Issue Date"), as follows:

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

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated December 9, 2019 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123 and K.S.A. 12-1736 *et seq*., as amended, and Resolution No. 19-[__] of the Issuer duly adopted by the governing body of the Issuer on December 9, 2019 (the "Note Resolution") for the purpose of paying the costs of certain public building improvements.

4. Security for the Notes. The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer and, if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated November 12, 2019 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Notes. To the best of our knowledge, the Official Statement, other than the sections entitled "The Depository Trust Company," "Ratings," "Legal

Matters," "Tax Matters" and ***Appendices B*** and ***C***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

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

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WITNESS our hands and the seal of the Issuer.

Signature	Official Title
_____	Mayor

(SEAL)

_____	Clerk

[FORM OF BOND COUNSEL OPINION]

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

[December 20, 2019]

Governing Body
City of Haysville, Kansas

[Purchaser]
[Purchaser City, State]

Re: $785,000* General Obligation Temporary Notes, Series B, 2019, of the City of Haysville, Kansas, Dated December 20, 2019

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

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

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

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

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

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

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

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

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

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

GILMORE & BELL, P.C.

GJH:rrd

Gilmore & Bell, P.C.
11/25/2019

FEDERAL TAX CERTIFICATE

Dated as of December 20, 2019

OF

THE CITY OF HAYSVILLE, KANSAS

$785,000*
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019

FEDERAL TAX CERTIFICATE

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E. SAMPLE ANNUAL COMPLIANCE CHECKLIST

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "Tax Certificate") is executed as of December 20, 2019 (the "Issue Date"), by the City of Haysville, Kansas (the "Issuer").

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of $785,000* principal amount of General Obligation Temporary Notes, Series B, 2019 (the "Notes"), under the Note Resolution (as defined herein), for the purposes described in this Tax Certificate and in the Note Resolution.

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

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

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

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

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

Article I

DEFINITIONS

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

"Annual Compliance Checklist" means a checklist for each of the Financed Improvements designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date as further described in ***Section 4.02*** and substantially in the form attached as ***Exhibit E***.

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

"Bond Compliance Officer" means the Issuer's Clerk or other person named in the Tax Compliance Procedure.

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

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Account" means the account by that name created under the Note Resolution to provide for the payment of certain expenses as described in ***Section 2.01(j)*** hereof.

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

"Financed Improvements" means the portion of the Improvements being financed or refinanced with the proceeds of the Notes as described in the Note Resolution and on ***Exhibit D***.

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

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

(1) Improvement Fund.
(2) Debt Service Account.
(3) Costs of Issuance Account.
(4) Compliance Account (to the extent funded with sale proceeds or Investment proceeds of the Notes).

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

"Improvements" means all of the property being acquired, developed, constructed, renovated, and equipped by the Issuer using Note proceeds and other money contributed by the Issuer, as described on ***Exhibit D***.

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

"IRS" means the United States Internal Revenue Service.

"Issue Date" means December 20, 2019.

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

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

"Measurement Period" means, with respect to each item of property financed as part of the Financed Improvements, the period beginning on the later of: (a) the Issue Date or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Notes or (2) the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Notes.

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

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

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

"Note" or **"Notes"** means any note or notes described in the recitals, authenticated and delivered under the Note Resolution.

"Note Resolution" means Resolution No. 19-[__] of the Issuer duly adopted by the governing body of the Issuer on December 9, 2019, as originally executed by the Issuer as amended and supplemented in accordance with the provisions of the Note Resolution.

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

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

"Purchaser" means [Purchaser], [Purchaser City, State], the original purchaser of the Notes, and any successor and assigns.

"Qualified Use Agreement" means any of the following:

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

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

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

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

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

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

"State" means the State of Kansas.

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

"Tax Compliance Procedure" means the Issuer's Tax-Exempt Financing Compliance Procedure, dated May 29, 2012.

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

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Notes.

"Yield" means yield on the Notes, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Article II

GENERAL REPRESENTATIONS AND COVENANTS

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

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

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

(c) ***Governmental Obligations–Use of Proceeds***. Throughout the Measurement Period: (1) all of the Financed Improvements are expected to be owned by the Issuer or another Qualified User; (2) no portion of the Financed Improvements are expected to be used in a Non-Qualified Use; and (3) the Issuer will not permit any Non-Qualified Use of the Financed Improvements without first consulting with Bond Counsel. The Issuer will monitor the usage of all portions of the Financed Improvements during the Measurement Period. If the Non-Qualified Use of the Financed Improvements exceeds 10% of the total use over the Measurement Period, then the Issuer will take "remedial action" in accordance with Regulations § 1.141-12, as specified in advice from Bond Counsel, as necessary to maintain the exclusion

of the interest on the Notes from gross income for federal income tax purposes. The Issuer understands that remedial action could include redemption or defeasance of all or a portion of the Notes.

(d) ***Governmental Obligations–Private Security or Payment.*** As of the Issue Date the Issuer expects that none of the principal and interest on the Notes will be (under the terms of the Notes or any underlying arrangement) directly or indirectly:

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

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

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

(e) ***No Private Loan.*** Not more than 5% of the net proceeds of the Notes will be loaned directly or indirectly to any Non-Qualified User.

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

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

(h) ***Intentionally Omitted***.

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

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

(1) *Reimbursement of Expenditures; Official Intent*. The governing body of the Issuer adopted resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of those bonds. The resolutions are contained in Tabs 1 and 2 of the Transcript. No portion of the Net Proceeds of the Notes will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures. The Issuer will evidence each allocation of the proceeds of the Notes to an expenditure in writing. No reimbursement allocation will be made more than 3 years following the later of (A) the date of the expenditure or (B) the date the Financed Improvements were placed in service.

(2) *Final Allocation of Note Proceeds to Expenditures*. The Issuer understands that, under Regulations § 1.148-6(d), the Issuer is required to account for the allocation of Note proceeds to Improvement expenditures (including expenditures made before and after the Issue Date of the Note) within 18 months after the later of (A) the date the expenditure is made, or (B) the date the Improvements are placed in service, and in any event not later than the date that is 60 days after the fifth anniversary of the Issue Date or the date the Notes are retired, if earlier (a "Final Allocation"). The Issuer will maintain accurate records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Note proceeds or other money) initially allocated to each Improvement expenditure. Not later than the time limit set forth above, the Issuer will prepare a Final Allocation, showing the allocation of Note proceeds and other money to all Improvement costs and identifying the Financed Improvement, and will maintain the Final Allocation in its books and records in accordance with ***Section 4.02*** hereof. The Issuer reserves the right to make modifications to the expected allocation of Note proceeds and other money for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvement in accordance with, and within the time limits prescribed in, the Regulations. In the absence of such subsequent allocation, the Note proceeds will be deemed allocated as shown on ***Exhibit D***.

(3) *Compliance Account*. Except as provided in this paragraph, the Issuer may allocate Note proceeds held in the Compliance Account to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. The Issuer expects that all amounts in the Compliance Account will be allocated to expenditures within four years after the Issue Date. If any money remains in the Compliance Account on the fourth anniversary of the Issue Date, the Issuer will transfer that money to the Debt Service Account and use it to pay principal or interest on the Notes.

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

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

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

(n) ***Hedge Bonds.*** At least 85% of the Net Proceeds of the Notes will be used to carry out the governmental purpose of the Notes within 3 years after the Issue Date, and not more than 50% of the proceeds of the Notes will be invested in Investments having a substantially guaranteed Yield for four years or more.

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

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

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

(r) ***Bank Qualified Tax-Exempt Obligation***. The Issuer designates the Notes as "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Notes are issued, including the Notes, will not exceed $10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Notes are issued, including the Notes, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first consulting with Bond Counsel that the designation of the Notes as "qualified tax-exempt obligations" will not be adversely affected.

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

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

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

Article III

ARBITRAGE CERTIFICATIONS AND COVENANTS

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

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

Section 3.03 Purpose of Financing. The Notes are being issued for the purpose of providing funds to pay: (a) the costs of the Financed Improvements; and (b) Costs of Issuance.

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

(a) Improvement Fund.
(b) Debt Service Account.
(c) Costs of Issuance Account.
(d) Compliance Account.

Section 3.05 Amount and Use of Note Proceeds.

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

Principal Amount	$785,000*.00
Less Underwriters Discount	-
[Plus Original Issue Premium	]
[Less Original Issue Discount	-]
Total Purchase Price	***]***

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

(1) The sum of $[_____], representing interest on the Notes during construction of the Improvements, will be deposited in the Debt Service Account and will be used to pay interest on the Notes.

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

(3) The remaining Note proceeds in the amount of $[_____] will be deposited in the Improvement Fund[, of such amount $[_____] will be used to reimburse the Issuer for costs of the Financed Improvements paid before the Issue Date and the balance will be used to][and used to] pay future costs of the Financed Improvements.

Section 3.06 Multipurpose Issue. The Issuer is applying the arbitrage rules to separate financing purposes of the issue as if they constitute separate issues pursuant to Regulations § 1.148-9(h)(2). Under Regulations § 1.148-9(h), each separate capital project (i.e., capital projects that are not integrated or functionally related) financed or refinanced with proceeds of the Notes will be treated as a separate issue for purposes of applying certain of the arbitrage restrictions under Code § 148. The sale proceeds of the Notes allocable to each purpose are set forth on ***Exhibit D*** hereto.

Section 3.07 No Refunding. No proceeds of the Notes will be used to pay principal or interest on any other debt obligation.

Section 3.08 Completion of Financed Improvements. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Notes on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the Notes to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Notes will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

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

Section 3.10 Reserve, Replacement and Pledged Funds.

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

(b) ***No Replacement or Pledged Funds***. None of the Note proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Notes if the Issuer encounters financial difficulty.

(c) ***Compliance Account***. Amounts held in the Compliance Account are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Therefore, amounts held in the Compliance Account are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Notes if the Issuer encounters financial difficulty.

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

Section 3.12 Issue Price and Yield on Notes.

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

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

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

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

QUALIFYING COMPETITIVE SALES (REOFFERING PRICES)

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

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

Section 3.13 Miscellaneous Arbitrage Matters.

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

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

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

Article IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) ***Purpose of Article***. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Notes are issued. The Issuer recognizes that interest on the Notes will

remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Notes to be refinanced with tax-exempt obligations and substantiate the position that interest on the Notes is exempt from gross income in the event of an audit of the Notes by the IRS.

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

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

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

(a) ***Record Keeping***. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Notes in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing by Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) ***Accounting and Allocation of Note Proceeds to Expenditures***. The Bond Compliance Officer will account for the investment and expenditure of Note proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Note proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure.

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

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

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

(a) ***Improvement Fund and Cost of Issuance Account***. Note proceeds deposited in the Improvement Fund and the Cost of Issuance Account and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such fund and account after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Notes are exempt from the arbitrage rebate requirements of Code § 148.

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

(c) ***Compliance Account***. Money other than sale proceeds or Investment proceeds of the Notes on deposit in the Compliance Account may be invested without Yield restriction.

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

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) ***General***. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

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

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

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

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

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

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

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

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

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

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

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

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

(A) The Issuer receives at least 3 bids from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed

Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

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

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

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

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

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

(A) A copy of the Guaranteed Investment Contract.

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

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

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

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

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

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

Section 4.05 Notes Exempt from the Rebate Requirement.

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

(1) The Issuer is a governmental unit under State law with general taxing powers;

(2) No Note is a "private activity bond" as defined in Code § 141;

(3) 95% or more of the Net Proceeds of the Notes are to be used for local governmental activities of the Issuer; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by the Issuer during the current calendar year is not reasonably expected to exceed $5,000,000. The Issuer understands that for this purpose: (A) the Issuer and all entities which issue bonds on behalf of the Issuer are treated as one issuer; (B) all bonds issued by an entity subordinate to the Issuer are treated as issued by the Issuer; and (C) bonds issued by the Issuer to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

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

Article V

MISCELLANEOUS PROVISIONS

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

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

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

Section 5.04 Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are

reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering its opinion as to the validity of the Notes and the exclusion from federal gross income of the interest on the Notes.

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

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

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

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

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

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

CITY OF HAYSVILLE, KANSAS

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

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

Principal Amount.....	$785,000*.00
[Plus Bid Premium	_____]
[Less Underwriting Discount.....	-_____]
Total Purchase Price.....	***$_____***

DATED: December 20, 2019.

CITY OF HAYSVILLE, KANSAS

By: _____
Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

This Receipt and Representation (the "Certificate") is being delivered by [Purchaser], [Purchaser City, State] (the "Purchaser") as original purchaser of the above-described notes (the "Notes"), being issued on the date of this Receipt (the "Issue Date") by the City of Haysville, Kansas (the "Issuer"), certifies and represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Notes. The Purchaser acknowledges receipt [by the Depository Trust Company on behalf of the Purchaser] on the Issue Date, consisting of fully registered ["book-entry-only"] notes in Authorized Denominations in a form acceptable to the Purchaser.

3. Issue Price.

*[GENERAL RULE –:

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

(b) ***Sale Prices***. As of the date of this Certificate, for each Maturity of the Notes, the price or prices at which the first 10% of such Maturity was sold to the Public is the respective price or prices listed in ***Schedule 1***. All of the Notes comprising the first 10% of sales for each Maturity were sold at the same price.

(c) ***Defined Terms***.

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

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

(iii) The term "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (B) any person that agrees pursuant to

a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).]*

***[HOLD-THE-OFFERING PRICE RULE –

(a) ***Public Offering***. On or before the sale date of the Notes (December 9, 2019) the Purchaser offered all the Notes to the Public in a *bona fide* initial offering at the prices set forth on ***Schedule 1*** attached to this Certificate (the "Initial Offering Prices"). Included in ***Schedule 1-A*** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Notes to the public at the Initial Offering Prices.

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

(c) ***Defined Terms***.

(i) The term "Holding Period" means the period starting on the sale date of the Notes and ending on the earlier of (A) the close of the fifth business day after such sale date (December 16, 2019), or (B) the date on which the Original Purchaser has sold at least 10% of such maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

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

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

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

****[QUALIFYING COMPETITIVE SALE RULE -

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

(b) ***Expected Initial Offering Prices***. As of the sale date of the Notes (December 9, 2019), the reasonably expected initial offering prices of the Notes to the Public by the Purchaser are the prices listed in ***Schedule 1*** attached to this Certificate (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Notes.

(c) ***Defined Terms***.

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

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

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

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

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Dated: December 20, 2019.

[PURCHASER]
[PURCHASER CITY, STATE]

By: _____
Title: _____

SCHEDULE I

INITIAL OFFERING PRICES

Stated Maturity December 1	**Principal Amount**	**Annual Rate Of Interest**	**Initial Offering Price[*]**
2020	$785,000*	[____]%	[____]%

[* General Rule Maturity (10% sold as of the sale date)
* Hold-the-Offering-Price Maturity (10% not sold as of the sale date)]

[SCHEDULE 1-A

PRICING WIRE DOCUMENTATION]

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS [AND LIST OF REIMBURSEMENT EXPENDITURES]

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
Public Building Improvements – Police Department	[month/year]	30 years	$465,000
Public Building Improvements – Senior Center	[month/year]	30 years	285,000
Total			***$750,000***

Estimated Amount Financed from Notes (excludes costs of issuance, contingencies and capitalized interest)			***$750,000***
Estimated Amount Financed from Other Sources			***$0***

***[List of Expenditures to be Reimbursed from Note Proceeds, if any**
For these expenditures the "Purpose" column is not which project or improvement; it's more of a description or category of expenditure, such as engineering, construction, costs of issuance, etc. We will need a List of Expenditures to be Reimbursed from Note Proceeds for each of the projects shown in the first table, if there is reimbursement for each of the projects.

Date Expenditure Paid	Amount Paid	Vendor Paid	Purpose

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

$785,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2019
DATED DECEMBER 20, 2019

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

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

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

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

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the management agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?	☐ Yes ☐ No
	If answer above was "Yes," was advice from Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
5 Proceeds & Investments	Have any Gross Proceeds of the Notes been invested in a Guaranteed Investment Contract?	☐ Yes ☐ No
	Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Notes?	☐ Yes ☐ No
	Has any sinking or reserve fund for the payment of the Notes been established (other than funds and accounts created in the Note Resolution)?	☐ Yes ☐ No
	Have any of the Notes been redeemed or refunded in advance of their scheduled maturities?	☐ Yes ☐ No
	If answer to any of the above questions was "Yes," notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.	
6 Arbitrage & Yield Restriction	Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Notes within the next 12 months (i.e. is more than one year of debt service pre-funded)?	☐ Yes ☐ No
	Were any Note proceeds on deposit in the Improvement Fund more than three years after the Issue Date?	☐ Yes ☐ No ☐ N/A]
	If Yes to either, contact Bond Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

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

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD

Return To Agenda

Gilmore & Bell, P.C.
12/04/2019

(Published in the ***Haysville Sun Times*** on December 12, 2019)

RESOLUTION NO. 19-____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/COUNTRY LAKES ADDITION-PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Haysville, Kansas (the "City") proposing certain internal improvements; and the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that the Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq*. (the "Act").

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

Section 1. **Findings of Advisability**. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Lateral sanitary sewer system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $114,000, said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 37 through 48, inclusive, Block G, Country Lakes Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (12 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. **Authorization of Improvements**. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in ***Section 1*** of this Resolution.

Section 3. **Bond Authority; Reimbursement**. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on December 9, 2019.

(SEAL)

By: _____
Name: Bruce Armstrong
Title: Mayor

ATTEST:

By: _____
Name: Janie Cox
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on December 9, 2019, as the same appears of record in my office.

DATED: December 9, 2019.

By: _____
Name: Janie Cox
Title: Clerk

SANITARY SEWER PETITION
COUNTRY LAKES 2ND ADDITION - PHASE 2

To: The Governing Body of the City of Haysville, Sedgwick County, Kansas

We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements: Construction of a lateral sanitary sewer system to serve Country Lakes Addition according to plans and specifications to be furnished by the City Engineer of the City of Haysville, Kansas, and hereby propose that such improvements be made in the manner provided by K.S.A. 12-6a01 et seq.

The estimated or probable cost of such improvement is $114,000 (One Hundred Fourteen Thousand Dollars). The estimated cost as above set forth, is hereby increased at a pro-rata rate of 1% per month from and after the date of approval of the resolution for this project.

The extent of the proposed improvement district to be assessed is:
Lots 37 thru 48, Block G, Country Lakes Addition, Haysville, Sedgwick County, Kansas

The proposed method of assessment to the improvement district is fractional. Each lot shall pay 1/12 of the total cost payable by the improvement district.

The proposed apportionment of cost between the improvement district and the city at large is one hundred percent (100%) to be assessed against the improvement district and zero percent (0%) to be paid by the city at large. Said assessments are to be spread for a term of 20 years.

We further request that such improvements be made without notice and hearing as required in Subsection 1 of Section 12-6a04.

Names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition, or, later than seven (7) days after such filing, whichever occurs first.

Dated at Haysville, Kansas, _____, 2019.

Respectfully Submitted,

Owner	Address	Property Owned Within Proposed Improvement District
Country Lakes, LLC.	716 N. 119th St. W. Wichita, KS 67235	Lots 37 thru 48, Block G Country Lakes Addition

by Paul E. Kelsey, Member

Return To Agenda

Gilmore & Bell, P.C.
12/04/2019

(Published in the ***Haysville Sun Times*** on December 12, 2019)

RESOLUTION NO. 19-____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/COUNTRY LAKES ADDITION AND COUNTRY LAKES 2ND ADDITION-PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Haysville, Kansas (the "City") proposing certain internal improvements; and the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that the Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq*. (the "Act").

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

Section 1. **Findings of Advisability**. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Water distribution improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $165,000, said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 39 through 43, inclusive, Block A, and Lots 37 through 48, inclusive, Block G, Country Lakes Addition, an Addition to the City of Haysville, Sedgwick County, Kansas; and Lots 29 through 43, inclusive, Block A, Country Lakes 2nd Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (32 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. **Authorization of Improvements**. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in ***Section 1*** of this Resolution.

Section 3. **Bond Authority; Reimbursement**. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on December 9, 2019.

(SEAL)

By: _____
Name: Bruce Armstrong
Title: Mayor

ATTEST:

By: _____
Name: Janie Cox
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on December 9, 2019, as the same appears of record in my office.

DATED: December 9, 2019.

By: _____
Name: Janie Cox
Title: Clerk

WATER DISTRIBUTION LINE PETITION
COUNTRY LAKES 2ND ADDITION - PHASE 2

To: The Governing Body of the City of Haysville, Sedgwick County, Kansas

We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements: Construction of water distribution lines to serve Country Lakes Addition and Country Lakes 2nd Addition according to plans and specifications to be furnished by the City Engineer of the City of Haysville, Kansas, and hereby propose that such improvements be made in the manner provided by K.S.A. 12-6a01 et seq.

The estimated or probable cost of such improvement is $165,000.00 (One Hundred Sixty-Five Thousand Dollars). The estimated cost as above set forth, is hereby increased at a pro-rata rate of 1% per month from and after the date of approval of the resolution for this project.

The extent of the proposed improvement district to be assessed is:
Lots 39 thru 43, Block A and Lots 37 thru 48, Block G, Country Lakes Addition, Haysville, Sedgwick County, Kansas AND
Lots 29 thru 43, Block A, Country Lakes 2nd Addition, Haysville Sedgwick County, Kansas

The proposed method of assessment to the improvement district is fractional. Each lot shall pay 1/32 of the total cost payable by the improvement district.

The proposed apportionment of cost between the improvement district and the city at large is one hundred percent (100%) to be assessed against the improvement district and zero percent (0%) to be paid by the city at large. Said assessments are to be spread for a term of 20 years.

We further request that such improvements be made without notice and hearing as required in Subsection 1 of Section 12-6a04.

Names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition, or, later than seven (7) days after such filing, whichever occurs first.

Dated at Haysville, Kansas, _____, 2019.

Respectfully Submitted,

Owner	Address	Property Owned Within Proposed Improvement District
Country Lakes, LLC.	716 N. 119th St. W. Wichita, KS 67235	Lots 39 thru 43, Block A and Lots 37 thru 48, Block G, Country Lakes AND Lots 29 thru 43, Block A, Country Lakes 2nd Addition.

Paul E

by Paul E. Kelsey, Member

Return To Agenda

Gilmore & Bell, P.C.
12/04/2019

(Published in the ***Haysville Sun Times*** on December 12, 2019)

RESOLUTION NO. 19-____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/COUNTRY LAKES ADDITION AND COUNTRY LAKES 2ND ADDITION-PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Haysville, Kansas (the "City") proposing certain internal improvements; and the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that the Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq*. (the "Act").

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

Section 1. **Findings of Advisability**. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Paving and incidental drainage improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $665,000, said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 39 through 43, inclusive, Block A, and Lots 37 through 48, inclusive, Block G, Country Lakes Addition, an Addition to the City of Haysville, Sedgwick County, Kansas; and Lots 29 through 43, inclusive, Block A, Country Lakes 2nd Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (32 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. **Authorization of Improvements**. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in ***Section 1*** of this Resolution.

Section 3. **Bond Authority; Reimbursement**. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on December 9, 2019.

(SEAL)

By: _____
Name: Bruce Armstrong
Title: Mayor

ATTEST:

By: _____
Name: Janie Cox
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on December 9, 2019, as the same appears of record in my office.

DATED: December 9, 2019.

By: _____
Name: Janie Cox
Title: Clerk

PAVING AND INCIDENTAL DRAINAGE PETITION
COUNTRY LAKES 2ND ADDITION - PHASE 2

To: The Governing Body of the City of Haysville, Sedgwick County, Kansas

We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements: Construction of paving and incidental drainage to serve Country Lakes Addition and Country Lakes 2nd Addition according to plans and specifications to be furnished by the City Engineer of the City of Haysville, Kansas, and hereby propose that such improvements be made in the manner provided by K.S.A. 12-6a01 et seq.

The estimated or probable cost of such improvement is $665,000.00 (Six Hundred Sixty-Five Thousand Dollars). The estimated cost as above set forth, is hereby increased at a pro-rata rate of 1% per month from and after the date of approval of the resolution for this project.

The extent of the proposed improvement district to be assessed is:

Lots 39 thru 43, Block A and Lots 37 thru 48, Block G, Country Lakes Addition, Haysville, Sedgwick County, Kansas AND
Lots 29 thru 43, Block A, Country Lakes 2nd Addition, Haysville Sedgwick County, Kansas

The proposed method of assessment to the improvement district is fractional. Each lot shall pay 1/32 of the total cost payable by the improvement district.

The proposed apportionment of cost between the improvement district and the city at large is one hundred percent (100%) to be assessed against the improvement district and zero percent (0%) to be paid by the city at large. Said assessments are to be spread for a term of 20 years.

We further request that such improvements be made without notice and hearing as required in Subsection 1 of Section 12-6a04.

Names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition, or, later than seven (7) days after such filing, whichever occurs first.

Dated at Haysville, Kansas, _____, 2019.

Respectfully Submitted,

Owner	Address	Property Owned Within Proposed Improvement District
Country Lakes, LLC.	716 N. 119th St. W. Wichita, KS 67235	Lots 39 thru 43, Block A and Lots 37 thru 48, Block G, Country Lakes AND Lots 29 thru 43, Block A, Country Lakes 2nd Addition.

by Paul E. Kelsey, Member

Return To Agenda

[Summary First Published in the Haysville Sun-Times on December ____, 2019]

Ordinance No. 1065

AN ORDINANCE ADOPTING THE RECODIFICATION OF ORDINANCES OF THE CITY OF HAYSVILLE, KANSAS, 2020 EDITION, PROVIDING FOR THE EFFECTIVE DATE THEREOF, PROVIDING FOR THE REPEAL OF CERTAIN OTHER ORDINANCES NOT INCLUDED THEREIN, SAVING CERTAIN ORDINANCES FROM REPEAL AND SAVING CERTAIN ACCRUED RIGHTS AND LIABILITIES.

Be it Ordained by the Governing Body of the City of Haysville, Kansas:

Section 1. The recodification of ordinances of the City of Haysville, Kansas, as authorized by K.S.A. 12-3014 and K.S.A. 12-3015 and amendments thereto, as set out in Chapters I to XVII, all inclusive, and entitled the "Code of the City of Haysville, Kansas, 2020," is hereby adopted.
Codification includes the compilation and revision of the general ordinances of the city; the changing of sections of the Code deemed advisable; the omission of sections of the Code deemed unnecessary; the addition of new provisions; and the adoption of the whole by this ordinance and publication in permanently bound or loose-leaf book form. When the ordinance and the codification, along with a certificate of the city clerk that the same are true and correct copies, are published in book form or in loose-leaf binders, the codification shall take effect. At least one (1) copy of the published book of codes shall be kept on file in the office of the city clerk and remain available for inspection by the public at all reasonable business hours.

Section 2. All ordinances and parts of ordinances of a general nature passed prior to December 9, 2019, in force and effect at the effective date of the "Code of the City of Haysville, Kansas, 2020" are hereby repealed as of the date of publication of said code, and incorporated therein.

Section 3. In construing this ordinance, the following ordinances shall not be considered or held to be ordinances of a general nature:

(a) Ordinances pertaining to the acquisition of property or interests in property by gift, purchase, devise, bequest, appropriation or condemnation;
(b) Ordinances opening, dedicating, widening, vacating or narrowing streets, avenues, alleys and boulevards, changing or establishing zoning regulations;
(c) Ordinances establishing and changing grades of streets, avenues, alleys and boulevards;
(d) Ordinances naming or changing the names of streets, avenues and boulevards;
(e) Ordinances authorizing or directing public improvements to be made;

(f) Ordinances creating districts for public improvements of whatsoever kind or nature;
(g) Ordinances levying general taxes;
(h) Ordinances levying special assessments or taxes;
(i) Ordinances granting any rights, privileges, easements or franchises therein mentioned to any person, firm, corporation or other entity;
(j) Ordinances authorizing the issuance of bonds and other instruments of indebtedness by the City;
(k) Ordinances authorizing contracts;
(l) Ordinances establishing the limits of the City or pertaining to annexation or exclusion of territory;
(m) Ordinances relating to compensation of officials, officers and employees of the City and;
(n) Ordinances of a temporary nature;
(o) Charter ordinances that were not otherwise specifically repealed by subsequent charter ordinance;
(p) Ordinances of any nature associated with the City of Haysville Land Bank;
(q) Ordinances associated with the establishment, management, or adoption of maps of the City's floodplain.

Such ordinances hereby remain in full force and effect from the date of passage, until repealed by specific action of the Governing Body.

Provided, that the above enumeration of exceptions shall not be held or deemed to be exclusive, it being the purpose and intention to exempt from repeal any and all ordinances not of a general nature and general ordinances specifically excepted by the above section.

Section 4. The arrangement and classification of the several chapters, articles and sections of the Haysville Municipal Code adopted by Section 1 of this ordinance and the headnotes and footnotes at the ends of the sections, are made for the purpose of convenience and orderly arrangement, and do not constitute a part of the ordinances, and therefore, no implication or presumption of legislative intent or construction is to be drawn therefrom. Modifications to the arrangement are authorized to insure the ease of use and correct classification.

Section 5. If for any reason any chapter, article, section, subsection, sentence, portion or part of the "Code of the City of Haysville, Kansas, 2020," or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such determination will not affect the validity of the remaining portions of said code.

Section 6. This ordinance shall take effect and be in force from and after the publication of the "Code of the City of Haysville, Kansas, 2020" as provided in K.S.A. 12-3015 and as provided by this ordinance.

Passed by the City Council this _____ day of December, 2019.

Approved by the Mayor this _____ day of December, 2019.

_____
Bruce Armstrong, Mayor

Attest:

_____
Janie Cox, City Clerk

Approved as to form:

_____
Joshua Pollak, City Attorney

1-206. FILING PROCEDURES. Any person who meets the qualifications for the office sought may become a candidate for municipal office by one of the two following methods:

(1) They shall have had filed in their behalf, not later than 12 noon, June 1, of the year of such election, or if such date falls on Saturday, Sunday or a holiday, then before 12 noon of the next following day that is not a Saturday, Sunday or a holiday, nomination petitions signed by that percentage of voters as provided for in K.S.A. 25-205(b); or

(2) They shall have filed not later than the time for filing nomination petitions, as above provided, with the proper officer a declaration of intention to become a candidate, accompanied by a $20.00 filing fee paid to Sedgwick County as required by State law. Such declaration shall be prescribed by the secretary of state.

(K.S.A. 25-2110; K.S.A. 25-2110(a); Code 2003)

1-402. OFFICERS, QUALIFICATIONS. Except where otherwise specifically required or permitted by ordinance, all elected officers shall be qualified electors of the city. All officers appointed by the mayor to serve after April 8, 2019 ~~July 12, 2004~~, shall live within a thirty~~fifteen~~ (~~15~~30) mile radius of the Haysville city building within one hundred eighty days (180) days of appointment except that the mayor may appoint as city engineer, municipal judge, city attorney, city prosecutor, and law enforcement officers individuals who reside outside of the thirty~~fifteen~~ (~~15~~30) mile radius when deemed necessary, including the appointment of such individuals who also serve as municipal judge or law enforcement officers of another municipality or public agency. Any officer appointed to serve after April 8, 2019~~July 12, 2004~~, who was an appointed officer of the city for successive previous terms or who was employed by the city of Haysville prior to the passage of this section and thereafter was appointed who did not, prior to April 8, 2019~~July 12, 2004~~, reside within the thirty~~fifteen~~ (~~15~~30) mile radius of the Haysville city building, shall be exempt from the residency requirement as set forth in this section. Failure to comply with this ordinance may subject an employee to discipline, up to and including termination for cause.

(C.O. 24 (2016))

(cc) Running at Large: An animal off the premises of its owner, keeper or harborer and not effectively controlled and restrained by means of a leash, cord, or chain not exceeding ten (10) feet in length. For the purposes of this definition, "the premises of its owner, keeper, or harborer" shall not include common areas of the grounds of a condominium, townhouse or apartment, and unrestrained animals upon those areas shall be deemed to be running at large. The phrase "effectively controlled and restrained" does not exclude extendable leashes that are maintained at ten (10) feet of length or less. It shall be a question of fact whether an individual, due to age, ability, or attention was able to effectively control and restrain an animal by means of a leash, cord, or chain of any length. This Section shall not apply to working dogs authorized by the City, or animals inside a fenced dog park or designated off-leash area as described in Chapter 12, Article 4.

2-210. TRAPPING OF ANIMALS. (a) The owner or occupant of any property within the city upon which any animal is running at large or creating a nuisance may request the placement, by any animal control or police officer, of a humane trap or traps on such property for the purpose of capturing such animal. Thereafter, any animal control or police officer may place such traps if, at and within their discretion, the deem trapping to be necessary for the general health, welfare and safety of any person or persons.

(b) Animal control or police officers shall remove dogs and wildlife caught in animal traps, however cats caught in the traps are the responsibility of the owner or occupant of the property to remove in a humane manner.

(c~~b~~) Animal control or police officers are authorized and empowered to use any tranquilizer gun, firearm, humane trap, or other suitable device to subdue, capture or destroy any animal that, at and within their discretion, they determine constitutes a danger to itself or to the general health, welfare and safety of any person or persons.

(~~e~~d) It shall be unlawful for any person or entity to set or cause to be set within the city any steel-jaw leg hold trap, snare, or any trap other than a humane trap for the purpose of capturing any wild or domesticated animal.

(Code 1984; Ord. 851)

(d) The owner, keeper or harborer of any dog that has been determined to be dangerous shall be required to have the animal surgically sterilized by a licensed veterinarian within thirty days of the dangerous animal determination, at his or her own expense. For any animal required to be surgically sterilized, ~~the Chief of Police or designee shall collect payment for and issue a spay/neuter voucher at the time of the animal's redemption, and~~ the owner, keeper or harborer shall provide documentation of the sterilization upon completion. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro chipping of the dog.

CHAPTER IV. BUILDING, CONSTRUCTION AND INSTALLATIONS

Article 1. General Regulations/Supplements
Article 2. Inspections by City Officials
Article 3. Residential Construction
Article 4. Commercial Buildings
Article 5. Electrical Code
Article 6. Plumbing and Gas Fitting Code
Article 7. Drain Layers
Article 8. Mechanical Code
Article 9. Private Swimming Pools
Article 10. Sprinkler Systems
Article 11. Fences, Hedges, Bushes, Shrubbery, and Foliage
Article 12. Wichita-Sedgwick County Unified Building Code
Article 13. Demolition and Site Clearance.

ARTICLE 1.
GENERAL REGULATIONS/SUPPLEMENTS

4-101. BUILDING STANDARDS. No person, firm or corporation shall hereafter design, construct, erect, remodel, alter, demolish, locate, relocate or remove any building or structure, or place or install service equipment therein in the city except in accordance with this article, and all other applicable codes and ordinances of this City relating to such buildings or structures.

4-101A. Site Address, Premises Identification. Approved numbers or addresses shall be provided for all new residential and commercial buildings.

(a.) Residential Buildings. Address shall be mounted or installed on the principal structure with numbers or letters, 3" minimum in height. Such numbers or letters shall be visible from the street or right-of-way which gives the property its address. Such numbers or letters shall be of contrasting color from the structure.

(b.) Commercial and Industrial Buildings. Address shall be mounted or installed on the principal structure with numbers or letters 6” minimum in height. Such numbers or letter shall be visible from the street or right-of-way which gives the property its address. Such number or letter shall be of a contrasting color from the structure.

(Code 1971, Sec. 4-101; Code 2012)

4-102 LICENSES. All contractors and tradesmen shall provide proof to the City of both a current and valid Metropolitan Area Building and Construction Department [hereinafter “MABCD” or “Metropolitan Area Building and Construction Department”] Contractor’s License and a City of Haysville Contractor’s License prior to being issued a permit to design, construct, erect, remodel, alter, demolish, locate, relocate or remove any building or structure, or place or install service equipment within the City.

(a). License of City of Haysville. City of Haysville licenses for all trades and

construction for building, mechanical, electrical, plumbing and manufactured housing installation shall be issued exclusively through City.

(b). License of Metropolitan Area Building and Construction Department. Metropolitan Area Building and Construction Department licenses for all trades and construction for building, mechanical, electrical, plumbing and manufactured housing installation shall be issued exclusively through MABCD.
(Code 2011)

4-103. PERMIT.

(a). City of Haysville Permit: Prior to any person, firm or corporation designing, constructing, erecting, remodeling, enlargingе, altering, demolishing, locating, relocating or removing any building or structure, or changing the occupancy of a building or structure, or placing or installing service equipment within the City of Haysville, a permit to do such work shall be obtained from the City. Such permit shall be issued through the Department of Public Works.

(b). In the event a contractor does not complete work for which a valid permit has been issued and such individual no longer holds a valid contract for the work, a second permit must be obtained by a contractor to complete the balance of the work. A fee shall be charged for the second permit that is ten percent of the original permit fee, but in no case less than the minimum fee for a building permit. Building permits are nontransferable.

(c). In those areas of the city having a high ground water table, which areas are not served by an approved water course or storm sewer for surface water disposal, building permit applications require a special approval by the building official. The application, in addition to providing the information required on the standard application form, shall indicate the lowest floor elevation of the proposed building, whether groundwater may be required to be pumped as a matter of waterproofing below-grade structure and, if so, the manner of water disposal. Topographic and groundwater elevations for reference purposes are shown on the most current Hydrogeologic Map of Sedgwick County, Kansas, prepared by the State Geological Survey of Kansas.

(d), Expiration. Every permit issued by the City under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit, or if work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty days, or one hundred eighty days have expired since an inspection was requested and such inspection was approved by the building official. Provided, that the building official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected and may authorize the refunding of not more than eighty percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code. No refund shall be paid except upon written application filed by the original permittee not later than one hundred eighty days after the date of fee payment.

(e). Whenever any work for which a permit is required by this Code has commenced without first obtaining said permit, an administrative penalty equal to the amount of the permit fee, as determined by the Code Official, shall be collected in addition to the permit fee. Such administrative penalty shall be paid prior to issuance of any permit for construction upon these premises.

4-104. **SUPPLEMENTAL TO THE STANDARD PROVISIONS OF THE METROPOLITAN AREA BUILDING AND CONSTRUCTION DEPARTMENT BUILDING, ELECTRICAL, PLUMBING, MECHANICAL AND MANUFACTURED HOUSING INSTALLATION CODES.**

Section 112, Board of Appeals associated with City of Haysville Inspections.

In order to hear and decide appeals of decisions, determinations, or orders of the City's inspector(s) relative to the application and interpretation of this Code, there shall be and is hereby created a Board of Appeals consisting of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the city. The building inspector shall be an ex officio member of and shall act as secretary to said board but shall have no vote on any matter before the board. The board of appeals shall be appointed by the Governing Body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

The owner of any permitted project, the construction of which has been rejected by the City's building inspector and who may feel aggrieved respecting such order, may by agent or personally appeal to the City's board of appeals, to have such order reviewed. The decision of the board can be appealed to the governing body for review and the decision of the governing body shall be final when the matter shall have been heard by it.
(Code 2011)

4-105. RESERVED.
(Code 2011)

4-106. PERMIT FEES. The schedule of permit fees shall be those set forth in the approved schedule of fees as incorporated into Chapter 17 of the Haysville Municipal Code.
(Code 2003)

4-107. DEFINITIONS. Definitions of terms used in this Article shall be as follows:

(a) Agricultural Building: A structure designed and constructed to house hay, grain, poultry, livestock, or other horticulture products and for farm storage of farming implements. Such structure or structures shall not be a place for human habitation or place of employment where agriculture products are processed, treated or packaged; nor

shall it be a building or structure for use by the public.

(b) Contractors: A contractor, within the meaning of this chapter, is any person who undertakes with or for another to build, construct, alter, repair, add to, wreck or move any building or structure, or any portion thereof, within the city, for which a permit is required under this article, for a fixed price, fee, percentage or other compensation other than wages, or who advertises or otherwise represents to the public to have the capacity or ability to undertake to build, construct, alter, repair, add to, wreck or move any building or structure or any portion thereof; or who builds, constructs, alters, adds to, wrecks or moves any building or structure, either on his or her own or other property, for the purpose of speculation.

(c) A One and/or Two Family Dwelling is a structure having one (1) or two (2), but not more than two (2), units providing independent living facilities, (for one or more persons constituting a family,) including permanent provisions for living, sleeping, eating, cooking and sanitation. A family is an individual of two (2) or more persons related by blood, marriage or law, or a group of not more than four (4) persons (excluding servants), who need not be related, living together in a dwelling unit.

(d) Commercial Building. A commercial building is a building in which is conducted a business, trade or profession and is not used primarily for residential purposes.

(Ord. 379, Sec.5; Code 2003)

4-108. CONTRACTORS, CONTRACTOR'S LICENSES, FEES, INSURANCE. Every Licensed Contractor who has obtained a license as set forth in this Code shall have and maintain an established place of business at a definite address and with his/her registered company name and license number displayed as it appears on his/her license. Licensed Contractors operating out of their home must conform to the requirements set forth in the Zoning Code.

(a) Contractor's licenses and fees for the city shall be as follows:

(b) Classification: Fees.

(1) Contractor's License Class A shall be issued for a construction project with a value more than $30,000 and the fee shall be as set out in Chapter 17.

(2) Contractor's License Class B shall be issued for a construction project valued at $30,000 or below and the fee shall be as set out in Chapter 17.

(3) Contractor's License Class C shall be issued for roofing and siding construction projects and the fee shall be as set out in Chapter 17.

(4) Contractor's License Class D shall be issued for fencing construction projects and the fee shall be as set out in Chapter 17.

(c) All contractors are to maintain a policy of general liability insurance covering the activities of the contractor, and the contractor's employees, while engaged in contracting within the City. Such insurance policy shall be written with an insurance company licensed to do business in the State of Kansas and shall have minimum limits of coverage of three hundred thousand dollars per occurrence.

(d) In addition, every contractor shall procure and maintain worker's compensation insurance as required by Kansas law and automobile liability insurance as required by Kansas law.

(e) All such insurance requirements shall conform to the insurance requirements of the MABCD, and all contractors who lose their license to contract as issued by the MABCD shall immediately have all City issued licenses revoked.

(Ord. 75, Code 1984; Code 2003; Code 2015)

4-109. FEE SCHEDULE. There is hereby established a fee schedule for contractors performing work within the city, such contractor fees are as set out in Chapter 17 of this Code. License fees will not be pro-rated. Licenses will expire January 1st of each year.

(Ord. 644; Ord. 644-A; Code 2003)

4-110. PAYMENTS. All fees, permits, licenses, etc., referred to in this article shall be paid and/or registered at the Office of the City Clerk.

(Code 1971, Sec. 4-107; Code 2003)

4-111. ADVERTISING. (a) It shall be unlawful for any person, firm, company, corporation or other entity to advertise as a contractor within the City unless, at the time such advertisement occurs, such person, firm, company, corporation or other entity has a then valid contractor's license issued hereunder.

(b) Any advertisement by such person, firm, company, corporation or other entity to advertise as a contractor which is placed or published in any publication or other print medium which is circulated, displayed or distributed within the city or which is placed upon vehicles or is broadcast by radio or television or any other means to persons within the city shall include the full name of the licensed person, firm, company, corporation or other entity and the license number assigned by any office of any municipality having inspection control over any such person, firm, company, corporation or other entity.

(c) As used herein, the words "advertise" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, or any other printed or written material designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and meant to solicit business from such persons or any broadcast statement designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page telephone listings.

(Ord. 713; Code 2003)

4-112. VIOLATIONS AND PENALTIES. (a) Any person who shall violate the provisions of this chapter or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be guilty of an unclassified misdemeanor and shall be punished by a fine of not more than five-hundred dollars ($500.00) for each violation or thirty (30) day confinement in the county jail for each violation or by both such fine and imprisonment. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.

(b) Penalty Clause not Exclusive. The Imposition of the penalties herein prescribed

shall not preclude the city from instituting an appropriate action to restrain, correct, or abate a violation of this article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by state law or this code, or this article.

(Code 1971, Sec. 4-324; Code 1984; Code 2003, Ord. 881)

4-113. ENFORCEMENT. Enforcement of this chapter within the boundaries of the city shall be by the building official(s) designated by the Director of Public Works, and jurisdiction for prosecution of any violations of this code shall be in the Haysville municipal court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code.

(Ord. 881)

4-114. LIABILITY. Requirements of this article shall not be construed as imposing on the city, its officers, agents or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.

(Ord. 881)

4-115. SEVERABILITY. If any part or parts of this article shall be held to be invalid such invalidity shall not affect the validity of the remaining parts of this article.

(Ord. 881)

ARTICLE 2.
INSPECTIONS BY CITY OFFICIALS

4-201. BUILDING INSPECTOR: AUTHORITY AND APPEALS. The duties for the building inspector shall be as follows:

(a) The building inspector is hereby authorized to enter upon premises for all such purposes to perform the duty imposed upon him or her, and may apply to a court of competent jurisdiction for an order granting such entry in the event entry is denied. It shall be the duty of the building inspector to inspect all construction done in the city for which a permit is required. The building inspector shall cooperate with the board of health of the county in performance of any duty imposed upon such board by the health laws of the city.

(b) The building inspector shall keep a record of inspections made by him or her and in connection therewith a record of his or her orders of all buildings being erected, altered, or repaired with regard to construction therein to see that all construction work conforms to the building regulation of the city. He or she shall have power to reject any construction if the same is not done in accordance with such regulations. The building inspector shall be authorized to enter upon premises for all such purposes to perform a duty imposed upon him or her. The owner of any building, the construction of which has been rejected by the building inspector and who may feel aggrieved respecting such order, may by agent or personally appeal to the board of appeals, as established by the International Building Code, 2006 Edition, to have such order reviewed and the decision of the board can be appealed to the governing body for review and the decision of the

governing body shall be final when the matter shall have been heard by it.

(Code 1984; Code 2003, Ord. 881)

4-202. RE-INSPECTION/NON-BUSINESS HOURS FEE. All inspection work required herein to be performed by any officer or employee of the city after the initial inspection or requested for other than normal business work hours, shall be charged at the rate set out in Chapter 17. All such inspection fees and charges shall be paid to the office of the city clerk and credited to the general operating fund of the city.

(Code 1984; Code 2003)

4-203. CERTIFICATE: RENEWAL. All contractors' certificates shall be renewable annually on January 1. Renewal fees shall be paid to the city clerk.

(Ord. 686; Code 2003)

4-204. INSURANCE REQUIREMENTS. It shall be unlawful for any contractor to conduct business within the city, unless such contractor first provides documentation in the nature of proof of insurance showing that such contractor is covered with liability insurance in the minimum amount of $500,000 with the city named as an additional insured. All such documentation shall state that the city shall be given at least thirty (30) days advance written notice of any cancellation or material change in coverage of such insurance. If any person, firm, company, corporation or other entity shall conduct business within the city, without first procuring and maintaining insurance coverage in accordance with this section, such person, firm, corporation or other entity shall be deemed guilty of a misdemeanor and punished by fine and/or suspension or revocation of the contractor's license and certificate.

(Ord. 713; Code 2003)

4-205. LICENSE: CONTRACTOR. Any person engaging in or desiring to engage in the business of construction in the city shall before obtaining any permit or transacting any business, procure a license from the city. The fee for such license shall be as set out in the Chapter 17. The license shall be renewable annually on January 1. No license shall be transferred from one person to another. Fees shall be paid to the city clerk.

A contractor's license may be issued to any person, firm, co-partnership or corporation. A separate license shall be issued for each place of business conducted.

(Ord. 395, Secs. 1:2, Code 1984; Code 2003)

4-206. LICENSE REQUIREMENT; HOMEOWNER EXEMPTION. (a) A contractor's license is not required by an individual for the city to issue a building permit for the individual to build, construct, alter, repair, or add to a residential house which is owned and occupied by the individual applying for the building permit. Only two (2) permits per year will be allowed under this exemption.

(b) New residence - No contractor's license is required to build a new residential home provided that the individual building the residential home will be the owner and occupant of the home after completion. This exception does not change the duty to procure all other applicable licenses, permits and inspections associated with

modification to, or construction of, a residential structure. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(c) Twelve (12) months must have elapsed from the date of completion of a new residential home as provided for in subsection (b) before an additional permit for building a new residential home, as provided for in subsection (b) will be issued to the same individual or such individual's spouse. No permit will be issued pursuant to this subsection to family affiliated entities attempting to use this subsection to avoid the contractor's license requirement to build homes for eventual resale.

(Ord. 75; Code 1984)

4-207. BASEMENTS. Any builder or property owner in any subdivision or recorded platted area having a minimum pad elevation within the city limits is hereby required to obtain a certificate from a licensed surveyor after basement walls or foundation are poured and prior to any further construction on said land. Such licensed surveyor shall certify that the lowest opening is at or above the minimum pad elevation designated for the particular lot or parcel of ground.

(Ord. 727, Code 2003)

4-208. SUSPENSION. The board of appeals is hereby authorized to cancel and recall, or suspend for a period not exceeding twelve (12) months, the certificate of any contractor and the license of any contractor for any one of the following reasons:

(a) Abandonment of any contract without legal cause;

(b) Diversion of funds or property received for the performance or completion of a specific contract, and their application or use of any other contract, obligation purpose, or the failure, neglect or refusal to use such funds or property for the performance of completion of such contract;

(c) Misrepresentation of any material fact by the applicant in obtaining his or her certificate or license;

(d) Failure without just cause to fully satisfy all claims for labor and/or materials used in the performance of any work for which he or she has been engaged and for which he or she has been paid;

(e) Fraudulent use of his or her license to obtain permits for another;

(f) Wantonness, recklessness, carelessness or negligence in providing reasonable safety measures for the protection of workers and/or the general public;

(g) Unreasonable delay in the performance or the fulfilling of any contract;

(h) Failure, neglect or refusal to comply with any lawful order of the building inspector;

(i) Failure, neglect or refusal to comply with all the state, local and city laws relating to construction work or repair;

(j) Loss of any other similar certificate within any other jurisdiction for any of the above described acts within such other jurisdiction.

(Code 1971, Sec. 4-320, Code 1984; Code 2003)

4-209. SUSPENSION; APPEAL. Should any contractor feel that his or her certificate has been wrongfully canceled and recalled, or suspended as provided in this article; or should any contractor feel that his or her license has been wrongfully canceled and recalled or suspended as provided in section 4-207, he or she may within ten (10) days from the date of such cancellation and recall or suspension appeal to the governing body by filing with the city clerk a written notice of appeal. The city clerk shall place the matter on the agenda of the governing body for the next regular meeting of the governing body. At the time of the next regular meeting of the governing body, the appellant shall be given the opportunity to state the reasons that such contractor believes that the action against his/her license was without merit. The governing body may in its discretion reverse, modify or amend, the existing cancellation and recall, or suspension. Should there be no appeal as provided herein the existing cancellation and recall, or suspension shall be final and not appealable.

(Code 1971, Sec.4-321; Code 2003)

4-210. ADVERTISING. (a) It shall be unlawful for any person, firm, company, corporation or other entity to advertise as a contractor unless, at the time such advertisement occurs, such person, firm, company, corporation or other entity has a then valid contractor's license.

(b) Any advertisement by such person, firm, company, corporation or other entity to advertise as a contractor which is placed or published in any publication or other print medium which is circulated, displayed or distributed within the city, or which is placed upon vehicles or is broadcast by radio or television or any other means to persons within the city, shall include the full name of the licensed person, firm, company, corporation or other entity and the license number assigned by any office of any municipality having inspection control over any such person, firm, company, corporation or other entity.

(c) As used herein, the words "advertise" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, or any other printed or written material designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and meant to solicit business from such persons or any broadcast statement designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page telephone listings.

(Ord. 713; Code 2003)

4-211. FEES: GENERAL OPERATING FUND. All fees, permits and licenses required by this article shall be paid to the city clerk and shall be credited to the general operating fund of the city.

(Code 1971, Sec. 4-323; Code 2003)

4-212. VIOLATION AND PENALTY. Any person who shall within the city engage in or work in violation of any provision of this article may be prosecuted as set forth in 4-112 of this Chapter.

(Code 1971, Sec. 4-324; Code 1984; Code 2003)

ARTICLE 3.
RESIDENTIAL CONSTRUCTION

4-301. ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 20182012 EDITION, AS THE ONE AND TWO FAMILY DWELLING CODE, WITH CERTAIN ADDITIONS AND DELETIONS.

There is hereby adopted by reference by the City of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the International Residential Code, for One and Two Family Dwellings, 20182 Edition, as published by the International Code Council, 5203 Leesburg Pike, Suite 708 Falls Church, Virginia, 22041, and such amendments as set forth in that Resolution of the Board of County Commissioners of Sedgwick County, Kansas, of August 15, 2018May 20, 2015, (Res. No. 120-2018106-2015), to be made effective August 15, 2018July 1, 2015, including all fee schedules unless otherwise set forth within Chapter 17 of this Code, and such Resolution is incorporated by reference herein. Any reference to the International Building Code shall be understood to be a reference to the Commercial Building Code. Any reference to the International Residential Code and all amendments, shall hereafter, including those amendments provided for within Article 12, be understood to reference the Residential Building Code of the City of Haysville, Kansas, as described herein.

(K.S.A. 12-3009; Ord. 581; Ord. 419, Sec.3; Code 1984; Code 2003, Ord. 887, Code 2011)

4-302. AVAILABILITY OF COPIES.

One copy of said code along with the amendments set forth in that Resolution of the Board of County Commissioners of Sedgwick County, Kansas, as described within section 4-301 above, have been and are now filed in the office of the City Clerk and the said code is adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

(Code 2011)

4-303. RESERVED.

4-304. VIOLATIONS AND PENALTIES.

Any person who shall violate the provision of this the Residential Building Code as adopted by this Article or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be prosecuted as set forth in Section 113 et seq. of the International Residential Code as amended herein, and/or Section 4-112 of this Chapter, such prosecution to be within the Municipal Court of the City of Haysville, Kansas. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair, remove, or correct any violation, and pay all costs associated therewith.

(Code 2011)

4-305. PENALTY CLAUSE NOT EXCLUSIVE.

The imposition of the penalties herein prescribed shall not preclude the City from instituting an appropriate action to restrain, correct, or abate a violation of this Article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by State law, this code, or this Article.
(Code 2011)

4-306. ENFORCEMENT.

Enforcement of this code within the boundaries of the City shall be by the Code Enforcement Official(s) designated by the Director of Public Works. Prosecution of any violations of this code shall be in the Haysville Municipal Court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code.
(Code 2011)

4-307. LIABILITY.

Requirements of this code and Article shall not be construed as imposing on the City, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.
(Code 2011)

4-308. SEVERABILITY.

If any part or parts of this Article shall be held to be invalid such invalidity shall not affect the validity of the remaining part of this Article.
(Code 2011)

4-309 WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE. Those provisions of the Wichita-Sedgwick County Unified Building and Trade Code, as adopted through Article 12 below, applicable to the Residential Building Code are found in Article 2, Section 4 of the Wichita-Sedgwick County Unified Building and Trade Code, except as supplemented herein.

4-310 CITY PROVISIONS ADDITIONAL TO OR SUPPLEMENTAL TO THE STANDARD PROVISIONS OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE. . The following provisions are supplemental to and additional to the Residential Building Code as adopted by the City of Haysville. These provisions shall supplement the associated provisions and shall be inspected.

Section R105.2 of the International Residential Code shall be amended as follows: R105.2 *Work exempt from permit:* Exemption from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures classified as Group S or U occupancies, with a floor area less than ~~exceeding~~ 100 square feet and the structure location is not impermissibly located in a floodplain, floodway, easement, setback, or protrude onto a neighboring property ~~shall be inspected by City~~.

2. All fences constructed within the City are subject to the provisions of Chapter 4, Article 11 of the Code of the City of Haysville, Kansas, governing fences.

3. Playhouses or treehouses having single or multi-level with or without roofs.

4. Concrete or masonry fences not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and other fences 6 feet (1828.8 mm) or less in accordance to the current fence ordinance recognized in Chapter 4 of the current City of Haysville code.

5. Signs shall be regulated by the current zoning ordinance in the City of Haysville code.

6. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

7. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.

8. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.

9. Decks, stoops, and porches not more than 30 inches (762 mm) above adjacent grade without overhead structures and not over any basement or story below.

10. Replacement of floor covering, painting, papering, tiling, carperting, cabinets, couter tops, paneling and similar finish work.

11. Prefabricated swimming pools that are less than 24 inches (610 mm) deep that meet the requirements of Chapter 4, Article 9 of the current City of Haysville code.

12. Swings and other playground equipment accessory to a one or two family dwelling.

13. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

14. Emergency board-up, or securing temporary bracing of a building after a fire, storm, vehicle damage or other disaster which caused the building to be open or unsafe. The

building owner or his/her agent may cause such work to be done provided that the City of Haysville is notified the following business day.

15. Repair or replacement of roofing and/or siding materials not exceeding 400 square feet (37.16 m2) within any 12 month period.

16. Repair or replacement of interior gypsum wallboard on non-fire rated walls or ceilings when the total area does not exceed 100 square feet (9.29 m2) within any 12 month period and provided that no framing, electrical, mechanical or plumbing changes have been made.

17. Replacement of windows or doors or replacement of roof skylights or equipment with the same size or smaller unit (s) that does not involve the removal, cutting, alteration or replacement of any building structural member; including but not limited to studs, headers, girders, beams, joists, rafters, cripples, jacks or other supporting framing member (s). The framing used to infill existing openings for the purpose of installing smaller unit (s) shall be exempt from permit requirements. Placements of smaller window or doors shall not reduce the minimum size requirements of escape and rescue openings, or egress door (s) required in Sections R310 and R311 of this code. The replacement door or window shall not be of a lower fire rating than required by this code for any rated wall or assembly.

185. All swimming pools constructed or installed within the City are subject to the provisions of Chapter 4, Article 9 of the Code of the City of Haysville, Kansas governing swimming pools.

ELECTRICAL: Exemptions for electrical permits shall be governed by Chapter 4 of the City of Haysville code.

GAS:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

MECHANICAL:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this Code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.

7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, water or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this Code. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Section R105.2.1 of the International Residential Code, is amended as follows: R105.2.1 Emergency repairs. Where repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

Section R105.2.2 of the International Residential Code, is amended to read as follows: R105.2.2 Repairs. Application or notice to the building official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting away of any structural beam or load-bearing support, or removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any gas, mechanical or other work affecting public health or general safety.

Permit expiration.
Section R105.5 of the International Residential Code is amended to read as follows: R105.5 Expiration. Every permit issued shall expire unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Work shall be considered to have been suspended or abandoned if it has been more than 180 days since the last requested inspection. Before work can be recommenced, the permit must be re-instated. The fee for re-instatement shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and that such suspension or abandonment has not exceeded one year. In order to resume work after suspension or abandonment for a period exceeding one year, a new permit shall be required. The code official is authorized to grant, in writing, one or more extensions of time for periods not more than 180 days each. The extensions shall be requested in writing and justifiable cause demonstrated.

Placement of inspection record card and address marker.
Section R105.7 of the International Residential Code is amended to read as follows:

R105.7 Placement of inspection record card and address marker. The inspection record card shall be kept on the site of the work until the completion of the project. Work requiring a permit shall not be commenced until the inspection record card is posted or otherwise made available on the site. The inspection record card shall be maintained and available on site until final inspection approval has been granted by the building official. Work shall not be started until the address meets the requirements of 4-101A of the current city code and is posted in such a position as to be plainly visible and legible from the street or road fronting the site.

Fees

R108 Fees shall meet the requirements of Chapter 17 of the current City of Haysville city code.

Alternative provisions.

Section R301.1.1 of the International Residential Code is amended to read as follows:

R301.1.1 Alternative provisions. As an alternative to the requirements in Section R301.1 the following standards are permitted subject to the limitations of this Code and the limitations therein. Where engineered design is used in conjunction with these standards the design shall comply with the International Building Code.

1. American Forest and Paper Association (AAF&PA) Wood Frame Construction Manual (WFCM).
2. American Iron and Steel Institute (AISI) Standard for Cold-Formed Steel Framing - Prescriptive Method for One- and Two-Family Dwellings (COFS/PM) with Supplement to Standard for Cold-Formed Steel Framing - Prescriptive Method for One- and Two-Family Dwellings.
3. The Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011).
4. The City of Wichita Standard for Residential Wood Framed Decks – Deck Standards.

Sec. 2.4.115. - Table R301.2 (1) amended.

Table R301.2 (1) of the International Residential Code is amended to read as follows:

Table R301.2 (1) Climatic and Geographic Design Criteria. The Climatic and Geographic Design Criteria for building design shall be as provided in Table R301.2 (1).

Table R301.2 (1) of the International Residential Code is amended to read as follows:

TABLE R301.2 (1) - SECTION R301, DESIGN CRITERIA

Climatic and Geographic Design Criteria for Sedgwick County, Ks.

Ground Snow Load – 15 psf	Design Temps
Wind Speed (mph) – 76w/90-3 sec. gust	Air Freezing Temp. – 400
Seis. Design Cat. - A	Mean Air Temp. - 55-60 deg.
Weathering – Severe	Summer - 98 2.5% dry bulb
Frost Line Depth - 24 inches	Winter - 76 2.5% wet bulb

Termite - Mod./Severe	Winter Design Temp. - 97.50% - 7
Ice Barrier - None Required	Heating Degree Days - 4,620

Roof	Floor
Dead Load - 10 lb. psf	10 lb. psf.
Live Load - 20 lb. spf	40 lb. psf.

For SI: 1 pound per square foot = 0.0479kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this Code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade. For construction of one and two family dwelling habitable spaces, the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011) shall apply.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been any history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2 (4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The outdoor design dry-bulb temperature shall be selected from the columns of 97 ½ - percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be submitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the currently effective FIRM and FBFM, or other flood hazard map adopted by the community, as may be amended.

h. In accordance with Sections R905.2.7.a, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES". Otherwise, the jurisdiction shall fill in this part of the table with "NO". i. The jurisdiction shall fill in this part of the table with the 100-year return period freezing index (BF-days) from Figure R403.3 (2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index - USA Method (Base 32° Fahrenheit)" at www.ncdc.noaa.gov/fpsf.html. j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index - USA Method (Base 32° Fahrenheit)" at www.ncdc.noaa.gov/fpsf.html.

Sec. 2.4.120. - Live load.

Section R301.5 of the International Residential Code, is amended to read as follows:
R301.5 Live load. The minimum uniformly distributed live load shall be as provided in Table R301.5.

TABLE R301.5 - MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS (in pounds per square foot)

USE	LIVE LOAD
Attics with limited storage b, g, h	20
Attics without storage b	10
Decks e	40
Exterior balconies	60
Fire escapes	40
Guardrails and handrails d	200 i
Guardrails in-fill components f	50 i
Passenger vehicle garages a	50 a
Rooms other than sleeping rooms	40
Sleeping rooms	40
Stairs	40 c

For SI: 1 pound per square foot = 0.0479 kPa, 1 square inch = 645 mm2, 1 pound = 4.45 N.
a. Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.
b. Attics without storage are those where the maximum clear height between joist and rafter is less than 42 inches, or where there are not two or more adjacent trusses with the same web configuration capable of containing a rectangle 42 inches high by 2 feet wide, or greater, located within the plane of the truss. For attics without storage, this live load need not be assumed to act concurrently with any other live load requirements.
c. Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of 4 square inches, whichever produces the greater stresses.
d. A single concentrated load applied in any direction at any point along the top.
e. See Section R502.2.1 for decks attached to exterior walls.
f. Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to 1 square foot. This load need not be assumed to act concurrently with any other live load requirement.
g. For attics with limited storage and constructed with trusses, this live load need be applied only to those portions of the bottom chord where there are two or more adjacent trusses

with the same web configuration capable of containing a rectangle 42 inches high or greater by 2 feet wide or greater, located within the plane of the truss. The rectangle shall fit between the top of the bottom chord and the bottom of any other truss member, provided that each of the following criteria is met:
1. The attic area is accessible by a pull-down stairway or framed opening in accordance with Section R807.1;and
2. The truss has a bottom chord pitch less than 2:12.
h. Attic spaces served by a fixed stair shall be designed to support the minimum live load specified for sleeping rooms.
i. Glazing used in handrail assemblies and guards shall be designed with a safety factor of 4. The safety factor shall be applied to each of the concentrated loads applied to the top of the rail, and to the load on the in-fill components. These loads shall be determined independent of one another, and loads are assumed not to occur with any other live load.

302.1 Exterior walls is deleted.

Opening Protection is added to read as follows: Section R302.5.1 of the International Residential Code is amended to read as follows: R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb- core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Habitable rooms.
Section R303.1 of the International Residential Code is amended to read as follows:
R303.1 Habitable rooms. All habitable rooms shall have an aggregate glazing area of not less than 8 percent of the floor area of such rooms. Natural ventilation shall be through windows, doors, louvers or other approved openings to the outdoor air. Such openings shall be provided with ready access or shall otherwise be readily controllable by the building occupants. The minimum openable area to the outdoors shall not be less than 4 percent of the floor area being ventilated.

Exceptions:
1. The glazed areas need not be openable where the opening is not required by Section R310 and an approved mechanical ventilation system capable of producing 0.35 air change per hour in the room is installed or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (78 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom.
2. The glazed area need not be installed in rooms where Exception 1 above is satisfied and artificial light is provided capable of producing an average illumination of 6 foot-candles (65 lux) of the area of the room at a height of 30 inches (762 mm) above the floor level.
3. Use of sunroom additions and patio covers, as defined in Section R202, shall be permitted for natural ventilation if in excess of 40 percent of the exterior sunroom walls are open, or are enclosed only by insect screening.

In new dwellings and additions to existing one and two family dwellings, where a new separate heating and/or cooling system is being added to serve, but not necessarily limited to serving the new addition, an outside air duct shall be connected to the main return air duct, prior to filter, of each heating and/or cooling system for the habitable space served. Duct size shall be based on the square footage of habitable space served as follows:
1. 1500 sq. ft. or less: 4 inch diameter or 12.6 square inches.
2. 1501 sq. ft. to 2000 sq. ft. 5 inch diameter or 19.6 square inches.
3. 2001 sq. ft. and larger 6 inch diameter or 28.3 square inches. All areas listed exclude finished basement area. The outside air duct shall be provide with a ¼ inch mesh inlet screen. The outside air duct shall not draw air from contaminated sources.

Bathrooms.
Section R303.3 of the International Residential Code, is amended to read as follows:
R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 (0.3 m2) square feet, one- half of which must be openable.
Exception:
The glazed areas shall not be required where artificial light and a mechanical ventilation system are provided. The minimum ventilation rates shall be 50 cubic feet per minute (24 L/s) for intermittent ventilation or 20 cubic feet per minute (10 L/s) for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside or into a properly ventilated attic when all of the following are met:
1. The duct(s) conveying exhaust into the attic shall terminate a minimum of 36 inches above the top of the ceiling framing members, and shall not discharge upon any building element.
2. Attics into which bath and/or toilet room exhausts are discharged must be properly ventilated, in accordance with Section R806, and shall not discharge into an unvented attic assembly.
3. The exhaust duct(s) shall terminate above the top of the attic insulation with a "goose-neck" installed to prevent infiltration of insulating material into the duct.
4. Exhaust duct(s) run above the insulation inside of attics shall be insulated.

Section R309.5 Fire Sprinklers.
Section R309.5 of the International Residential Code is hereby deleted.

Minimum opening area, height and width.

Sections R310.2.1 through R310.2.3 of the International Residential Code are amended as follows:
R310.2.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 4.5 (0.418 m2) square feet with the window in an open position, with a total break-out area of 5.7 (0.530 m2) square feet. The minimum net clear opening shall be maintained to a public way, yard or court.
R310.2.2 Minimum opening height. The minimum net clear opening height shall be:

1. 19¾ inches (501.7 mm) plus or minus ¼ inch for single, double hung and awning style windows.
For all other types of windows the minimum height shall be determined by multiplying the width times the height to achieve a total net clear opening of 4.5 (114.3 mm2) square feet with a total break-out area of 5.7 (0.530 m2) square feet.
R310.2.3 Minimum opening width. The minimum net clear opening width shall be:
1. 17 inches (431.8 mm) plus or minus ¼ inch in the open position for casements and slider windows.
2. 30¼ (768.35 mm) inches plus or minus ¼ inch for single and double hung units.

Ladder and steps.
Section R310.2.3.1 of the International Residential Code is amended to read as follows:
R310.2.3.1 Ladders, steps and fall protection. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Section R311.7. Ladders or rungs shall have an inside width of at least 12 inches (305 mm), shall project at least 3 inches (76 mm) to the back of the rung from the wall and shall be spaced not more than 12 inches (305 mm) on center vertically for the full height of the window well. Window wells with a vertical depth of more than 30 inches (762 mm) shall be provided with guardrails that are designed in accordance with Section R312, or a protective cover designed to a minimum of 20 pounds per square foot (0.96 KN per m2) uniformly distributed live load. Window well covers shall be provided with an emergency egress hatch located above the ladder or steps, with the minimum egress opening maintained. The force required to open the egress hatch shall not exceed 30 pounds (133.45 N) and shall not require the use of keys, more than one operation, or any special knowledge or effort. Window well covers, grates, and guardrails shall be constructed of materials approved for exterior use.

Window well drainage of the International Residential Code is amended to read as follows:
Section R310.2.3.2 Drainage of the International Residential Code is hereby added to read as follows:
R310.2.3.2 Drainage. Window wells shall be designed for proper drainage by connecting to the existing foundation drainage system required by Section R405.1 or by an approved alternative method. If no existing foundation drainage system has been installed, the entire window well area shall have a minimum depth of 12” of washed gravel or crushed rock below the floor level.
Exception: A drainage system for window wells is not required when the foundation is on well- drained soil or sand-gravel mixture soils according to the U.S. Soil Classification System, Group I Soils, as detailed in Table 405.1.

Floor elevations for other exterior doors is added to read as follows: Section R311.3.2 of the International Residential Code is amended to read as follows: R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than 8 inches below the top of the threshold.

Exception: A landing is not required where a stairway of four or fewer risers is located on the door, provided the door does not swing over the stairway.

Risers is amended to read as follows:
Section R311.7.5.1 of the International Residential Code is amended to read as follows:
R311.7.5.1 Risers: The maximum riser height shall be 8 (203 mm) inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Treads is amended to read as follows: Sections R311.7.5.2 and R3.11.7.5.2.1 of the International Residential Code are amended to read as follows: R311.7.5.2 Treads. The minimum tread depth shall be 9 inches (228.6 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).
R311.7.5.2.1 Winder and circular treads. Winder and circular treads shall have a minimum tread depth of 9 inches (228.6 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower. Winder and circular treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the largest winder or circular tread depth at the 12-inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Handrails.
Section R311.7.8.1 of the International Residential Code is amended to read as follows:
R311.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 32 inches (864 mm) and not more than 38 inches (965 mm).
Exceptions:
1. The use of a volute, turnout or starting easing shall be allowed over the lowest tread.
2. When handrail fittings or bendings are used to provide continuous transition between flights, transitions at winder treads, the transition from handrail to guardrail, or used at the start of a flight, the handrail height at the fittings or bending's shall be permitted to exceed the maximum height.

Handrails continuity.
Section R311.7.8.4 of the International Residential Code is amended to read as follows:
R311.7.8.4 Continuity. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned to the wall or shall terminate in newel posts or safety terminals at the top of each flight of stairs. Handrails adjacent to a wall shall have a space of not less than 1.25 (32.5mm) inches between the wall and the handrails.
Graspable portions of the handrail may not end up completely continuous from the top riser to the bottom riser. The rail shall return to the wall.

Exceptions:
(1) Handrails shall be permitted to be interrupted by a newel post at the turn.
(2) The use of a volute, turnout or starting easing, or starting newel shall be allowed over the lowest tread.

Handrail grip size.
Section R311.7.8.5 of the International Residential Code is amended to read as follows:
R311.7.8.5 Handrail grip size. All required handrails shall be of one of the following types or provide equivalent grasp ability.
1. Type I. Handrails with a circular cross section shall have an outside diameter of at least 1¼ inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6¼ inches (160 mm) with a maximum cross section of dimension of 2¼ inches (57 mm).
2. Type II. Handrails with a perimeter greater than 6¼ inches (160 mm) shall provide a graspable finger recess area on the outboard side of the profile. The finger recess shall begin within a distance of ¾ inch (19 mm) measured vertically from the tallest portion of the profile and achieve a depth of at least 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. This required depth shall continue for at least 3/8 inch (9.5 mm) to a level that is not less than 1¾ inches (45 mm) below the tallest portion of the profile. The minimum width of the handrail above the recess shall be 1¼ inches (32 mm) to a maximum of 2¾ inches (70 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).

Guard opening limitations Section R312.1.3 of the International Residential Code is amended to read as follows: R312.1.3 Opening limitations. Required guards on open sides of stairways, raised floor areas, balconies and porches shall have intermediate rails or ornamental closures which do not allow passage of a sphere 4 inches (114.3 mm) or more in diameter. Required guards shall not be constructed with horizontal rails or other ornamental pattern that results in a ladder effect.
Exceptions:
1. The triangular openings formed by the riser, tread and bottom rail of a guard at the open side of a stairway are permitted to be of such a size that a sphere 6 inches (152 mm) cannot pass through.
2. Openings for required guards on the sides of stair treads shall not allow sphere 4 inches (114.3 mm) to pass through.

Single-and multiple-station smoke alarms.
Section R314.3 of the 2018 International Residential Code is amended to read as follows:
R314.3 Location. Single and multiple-station smoke alarms shall be installed in the following locations:
1. In each sleeping room.
2. Outside each sleeping area at a location that serves the common space for the sleeping rooms; provided, that no such smoke alarm shall be required to be installed within six (6) feet of a smoke alarm located in a bedroom; and

3. In each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
R314.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a matter that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where wireless alarms are installed & all alarms sound on activation of one alarm.

Carbon monoxide alarms is added to read as follows:
R315.1 Carbon monoxide alarms of the International Residential Code is amended to read as follows:
R315.1 Carbon monoxide alarms. For new construction, an approved carbon monoxide alarm shall be installed in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages in the following locations:
1. Outside each sleeping room in the immediate vicinity of the bedrooms.
2. On each additional story of the dwelling, including basements in the immediate vicinity of the bedrooms or mechanical room.
Section R315.3 of the International Residential Code shall read. Carbon monoxide detectors are not required in existing homes until the requirements of the 2018 IEBC require the installation of carbon monoxide detection.

Thermal barrier.
Section R316.4 of the International Residential Code is amended to read as follows:
R316.4 Thermal barrier. Unless otherwise allowed in Section R316.5, foam plastic shall be separated from the interior of a building by an approved thermal barrier of minimum 0.5 inch (12.7 mm) gypsum wallboard or an approved finish material equivalent to a thermal barrier material that will limit the average temperature rise of the unexposed surface to no more than 250°F (139°C) after 15 minutes of fire exposure complying with the ASTME 119 standard time temperature curve. The thermal barrier shall be installed in such a manner that it will remain in place for 15 minutes based on NFPA 286 with the acceptance criteria of section R315.4, FM4880, UL 1040 or UL 1715.
Exception: Insulating concrete forms (ICFs) may be used without the thermal barrier described in Section 314.4 when the foam plastic meets the following criteria:
1. The foam plastic has a minimum self-ignition temperature of 450 degrees C when tested in accordance with ASTM D 1929;
2. The foam plastic has a flame-spread rating of less than 25 and a smoke-developed rating of less than 450 when tested in accordance with ASTM E 84

3. The foam plastic wall assembly has a minimum two (2) hour fire resistance rating when tested in accordance with ASTM E 119; and the ICF has a valid ICCES ER number.

Protection against decay.
Section R317.1 of the International Residential Code is amended to read as follows:
R317.1 Location required. Protection from decay shall be provided in the following locations by the use of naturally durable wood or wood that is preservative treated in accordance with AWPA U1 for the species, product, preservative and end use. Preservatives shall be listed in Section 4 of AWPA U1.
1. Wood joists or the bottom of a wood structural floor when closer than 18 inches (457 mm) or wood girders when closer than 12 inches (305 mm) to the exposed ground in crawl spaces or unexcavated area located within the periphery of the building foundation.
2. All wood framing members that rest on concrete or masonry exterior foundation walls and are less than 6 inches (152 mm) from the exposed ground.
3. Sills and sleepers on a concrete or masonry slab that is in direct contact with the ground unless separated from such slab by an impervious moisture barrier.
4. The ends of wood girders entering exterior masonry or concrete walls having clearances of less than 0.5 inch (12.7 mm) on tops, sides and ends.
5. Wood siding, sheathing and wall framing on the exterior of a building having a clearance of less than 6 inches (152 mm) from the ground.
6. Wood structural members supporting moisture-permeable floors or roofs that are exposed to the weather, such as concrete or masonry slabs, unless separated from such floors or roofs by an impervious moisture barrier.
Section R318.1 deleted.
Section R318.1 of the International Residential Code is hereby deleted.
Section 319 shall be amended to reflect the current requirement of 4-101A of the current City of Haysville City Code.
Section R322 deleted and Section R324 deleted.
Section R322 of International Residential Code is hereby deleted.
Section R324 of the International Residential Code is hereby deleted.
Section R403.1.1 created.
Section R403.1.1 of the International Residential Code is amended to read as follows:
R403.1.1. Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 (1) through R403.1 (3). For construction of one and two family dwelling habitable spaces, the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011) shall apply. The footing width, W, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be a least 6 inches (152 mm) thick. Footing projections, P, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2, and Figures R403.1 (2) and R403.1 (3).
Section R403.1.3.3 created.
Section R403.1.3.3 of the International Residential Code is amended to read as follows:

R403.1.3.3 Slabs-on-grade with turned-down footings and slabs-on-grade cast monolithically with a footing. For slabs-on-grade with turned-down footings and slabs-on-grade cast monolithically with a footing, construction of one and two family dwelling habitable spaces shall comply with the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011).

Minimum depth.

Section 403.1.4 of the International Residential Code is hereby amended to read as follows:

R403.1.4 Minimum depth. All exterior footings shall be placed at least 24 (610 mm) inches below the undisturbed ground surface. For construction of one and two family dwelling habitable spaces, the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011) shall apply. Where applicable, the depth of the footings shall also conform to Sections R403.1.4.1.

Frost protection.

Section R403.1.4.1 of the International Residential Code is amended to read as follows:

R403.1.4.1 Frost protection. Section R403.1.4.1 of the International Residential Code is amended to read as follows:

Frost Protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line specified in Table R301.2.(1), per amended Table footnote "b." and the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011);
2. Constructing in accordance with Section R403.3;
3. Constructing in accordance with ASCE 32; or
4. Erected on solid rock

Exceptions: 1. Protection of freestanding accessory structures with an area of 400 (36.2m2) square feet or less of light-framed construction with an eave-height of 10 feet (3048mm) or less shall not be required.

2. Protection of freestanding accessory structures with an area 400 square feet (36.2m2) or less of other than light-framed construction with an eave-height of 10 feet (3048mm) or less shall not be required.

Footings shall not bear on frozen soil. Frost depth in Haysville and Sedgwick County is 24 inches.

Section R403.1.8 created.

Section R403.1.8 of the International Residential Code is amended to read as follows:

R403.1.8 Foundations on expansive soils. Foundations and floor slabs for buildings located on expansive soils shall be designed in accordance with Section 1808.6 of the International Building Code or as specified in the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011).

Concrete or masonry foundation deleted.

Section R405.1 Concrete or masonry foundation of the International Residential Code is hereby deleted.

Fire protection of floors deleted.

Section R501.3 Fire protection of floors of the International Residential Code is hereby deleted.

Floor trusses.

Section R502.11.4 of the International Residential Code is amended to read as follows:

Floor Truss design drawings. Floor truss design drawings, prepared in compliance with Section R502.11.1, shall be provided to the building official at the framing inspection. Truss design drawings shall be provided with the shipment of trusses delivered to the job site. Truss design drawings shall include, at a minimum, the information specified below:

1. Slope or depth, span, and spacing.
2. Location of all joints.
3. Required bearing widths.
4. Design loads as applicable:
   4.1. Top chord live load (including snow loads);
   4.2. Top chord dead load;
   4.3. Bottom chord live load;
   4.4. Bottom chord dead load;
   4.5. Concentrated loads and their points of application; and
   4.6. Controlling wind and earthquake loads.
5. Adjustments to lumber and joint connector design values for conditions of use.
6. Each reaction force and direction.
7. Joint connector type and description, e.g., size, thickness or gauge, and the dimensioned location of each joint connector except where symmetrically located relative to the joint interface.
8. Lumber size, species and grade for each member.
9. Connection requirements for:
   9.1. Truss-to-truss girder;
   9.2. Truss ply-to-ply; and
   9.3. Field splices.
10. Calculated deflection ratio and/or maximum description for live and total load.
11. Required permanent truss member bracing location.

Section R506.2.2 of the International Residential Code is hereby deleted.

Decks.

Section R507 of the International Residential Code is amended to read as follows:

R507 Decks. The "City of Wichita Standard for Residential Wood Framed Decks" may be used to design and construct decks to comply with the requirements of this section. Decks which fall outside of the scope of the standard will require design by a Kansas licensed architect or engineer. Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. For decks with cantilevered framing members, connections to exterior walls or other framing members, shall be designed and constructed to resist uplift resulting from the full live load specified in Table R301.5 acting on the cantilevered portion of the deck.

Cement, fiber cement and glass mat gypsum backers is hereby deleted.

Size and Spacing.
Section R703.8.4.1 of the International Residential Code is amended to read as follows:
R703.8.4.1 Size and spacing. Veneer ties, if strand wire, shall not be less in thickness than No. 9 U.S. gage [(0.148 in.) (4 mm)] wire and shall have a hook embedded in the mortar joint, or if sheet metal, shall be not less than No. 26 [(0.0245 in.)(0.62 mm)] U.S. gage by 7/8 inch (22 mm) corrugated. Each tie shall be spaced not more than 16 (406 mm) inches on center horizontally and vertically and shall support not more than 1.96 (0.19 m2) square feet of wall area. When stud spacing is 24 (610 mm) inches on center, ties may be spaced 24 inches (610 mm) on center to match stud spacing (maximum 1.96 (0.19 m2) square feet still required). All ties shall be attached to a stud.
Exception: In Seismic Design Category D0, D1 or D2 or townhouses in Seismic Design Category C or in wind areas of more than 30 pounds per square foot pressure (1.44 kPa), each tie shall support not more than 2 square feet (0.2 m2) of wall area.
Section R908 shall be amended to include section R908.7 and shall read:
R908.7 Reroof decking shall meet the requirements with regard to solid sheathed roof deck. 1 X boards or lumber, used as roof decking shall be covered by a minimum of 7/16" oriented strand board (osb) or other approved material conforming to roof covering manufacturers requirements.
Part IV - Energy Conservation deleted.
Part IV - Energy Conservation of the International Residential Code is hereby deleted.
Part V – Mechanical chapters deleted.
Part V – Mechanical chapters of the International Residential Code is hereby deleted.
Part VII - Plumbing deleted.
Part VII - Plumbing, of the International Residential Code is hereby deleted.
Part VIII - Electrical deleted.
Part VIII - Electrical, of the International Residential Code is hereby deleted.

Section R105.3.1.2 of the International Residential Code shall be amended as follows: R105.3.1.2: All water and wastewater systems constructed or installed within the City are subject to the provisions of Chapter 15 of the Code of the City of Haysville, Kansas, including mandatory connection to the City of Haysville water and sewer systems, and mandatory participation in stormwater management.

Section R109.3.3 of the International Residential Code shall be amended as follows: R109.3.3: Floodplain inspections lowest floor elevation. For all City floodplain inspections, the lowest window (not window well) shall be deemed the lowest opening of any structure.

Section AG105.2 of the International Residential Code shall be amended as follows: AG105.2: Outdoor swimming pool. All swimming pools constructed or installed within the City are subject to the provisions of Chapter 4, Article 9 of the Code of the City of Haysville, Kansas governing swimming pools.

https://www.sedgwickcounty.org/media/56035/wichita-sedgwick-county-unified-building-trade-code-ubtc-updating-10419.pdf#page=72

ARTICLE 4.
COMMERCIAL BUILDINGS

4-401. ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2012 EDITION, AS THE COMMERCIAL BUILDING CODE, WITH CERTAIN ADDITIONS AND DELETIONS.

There is hereby adopted by reference by the City of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the International Building Code, 2012 Edition, as the Commercial Building Code, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, and such amendments as adopted by reference in Ordinance 1048 adopted December 11, 2017, including all fee schedules unless otherwise set forth within chapter 17 of this Code, and such document is incorporated by reference herein.

4-402. RESERVED.

4-403. AVAILABILITY OF COPIES.

One copy of said code, along with the amendments set forth in that Sedgwick County Resolution as identified within 4-401 above, including a copy of the amendments described therein, have been and are now filed in the office of the City Clerk and the said code is adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

4-404. VIOLATIONS AND PENALTIES.

Any person who shall violate the provision of this code or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be prosecuted as set forth in Section 113.4 et seq. of the International Building Code as amended. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.

(Code 2011)

4-405. PENALTY CLAUSE NOT EXCLUSIVE.

The imposition of the penalties herein prescribed shall not preclude the City from instituting an appropriate action to restrain, correct, or abate a violation of this Article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by State law, the Code of this City, or this Article.
(Code 2011)

4-406. ENFORCEMENT.

Enforcement of this code within the boundaries of the City shall be by the Code Enforcement Official(s) designated by the Director of Public Works. Prosecution of any violations of this code shall be in the Haysville Municipal Court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code.
(Code 2011)

4-407. LIABILITY.
Requirements of this code and Article shall not be construed as imposing on the City, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.
(Code 2011)

4-408. SEVERABILITY.
If any part or parts of this Article shall be held to be invalid such invalidity shall not affect the validity of the remaining part of this Article.
(Code 2011)

4-409. WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE. Those provisions of the Wichita-Sedgwick County Unified Building and Trade Code, as adopted through Article 12 below, applicable to this Article are found in Article 2, Section 2 of the Wichita-Sedgwick County Unified Building and Trade Code, except as supplemented herein.

4-410. CITY PROVISIONS ADDITIONAL TO OR SUPPLEMENTAL TO THE STANDARD PROVISIONS OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

The following provisions are supplemental to and additional to the **Commercial Building Code** as adopted by the City of Haysville. These provisions shall supplement the associated provisions.

Section 101.4.1 of the International Building Code, is amended to read as follow: *101.4.1 Electrical.* The provisions of Article 4 of this Code shall apply to the installation of electrical systems, including alternations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 101.4.2 of the International Building Code, is amended to read as follows: *101.4.2 Gas.* The provisions of Article 3 of this Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Section 101.4.3 of the International Building Code, is amended to read as follows: *101.4.3 Mechanical.* The provisions of Article 5 of this Code shall apply to the installation,

alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

Section 101.4.4 of the International Building Code, is amended to read as follows: *101.4.4 Plumbing.* The provisions of Article 3 of this Code shall apply to the installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures and appurtenances, and where connected to water or sewage system and all aspects of a medical gas system.

Section 105.2 of the International Building Code, is amended to read as follows: 105.2 Work exempt from permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures classified as Group S or U occupancies, with a floor area exceeding 100 square feet but not exceeding 200 square feet shall be inspected by City.

2. All fences constructed within the City are subject to the provisions of Chapter 4, Article 11 of the Code of the City of Haysville, Kansas, governing fences.

3. All swimming pools constructed or installed within the City are subject to the provisions of Chapter 4, Article 9 of the Code of the City of Haysville, Kansas governing swimming pools.

Section 109.3.3 of the International Building Code, is amended to read as follows: 109.3.3 Floodplain Inspections. Floodplain inspections lowest floor elevation. For all City floodplain inspections, the lowest window (not window well) shall be deemed the lowest opening of any structure.

ARTICLE 5.
ELECTRICAL CODE

4-501. ADOPTION OF THE NFPA 70, NATIONAL ELECTRICAL CODE, 2017~~2014~~ EDITION, AS THE ELECTRICAL CODE, WITH CERTAIN ADDITIONS AND DELETIONS.

There is hereby adopted by reference by the City of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the National Electrical Code, 2017~~4~~ Edition, including Informative Annex C (Conduit and Tubing Fill Tables), as published by the National Fire Protection Association as N.F.P.A. No. 70-2014, as presently constituted and as may be hereinafter amended, shall apply with the exception of Section 110.16; Section 110.24; Section 200.6(d); Section 210.4(b); Section 210.5(c)(1); Section 210.12; Section 210.52(c)(1) Exception; Section 230.24(A) Exception No. 5; Section 230.40; Section 250.68(a) Exception No. 2; Section 300.4(H); Section 300.11(a)(2); Section 314.28; Section 334.10; Section 334.12(a)(1); Section 334.40(b); Section 334.80; 410.64; Section 430.22(G)(1); Section 430.22(G)(2); Section 514.11(A); Section 590.4(D); Section 590.6(B)(2); and Section 680.8; of such publication. Said N.F.P.A. No. 70-2014, was adopted by the National Fire Protection Association at its 2013 June Technical Session and approved as an American National Standard on August 21, 2013, all as set forth and described and amended within that Resolution of the Board of County Commissioners of Sedgwick County, Kansas, of November 8, 2017~~December, 2014~~, (Res. No. 159-2014), including all fee schedules unless otherwise set forth within Chapter 17 of this Code, and including all amendments as provided for within Resolution No. 159-2014 as subsequently incorporated into the Unified Building and Trade Code as adopted within Article 12 of this Chapter, and providing for penalties and prosecution for violations thereof; and regulation and control of the installation, construction, enlargement, alteration, repair, removal, maintenance, and use of electrical systems, conductors and equipment within or on private or public buildings or other structures and other premises, that connect to the supply of electricity; provides for the issuance of permits and fees therefore; establishes the Board of Electrical Examiners and Appeals; establishes the Electrical Contractors License requirements and penalties for violations thereof, and establishes for Master and Journeyman Electrician and Residential Wireman Certificates, the requirements and exceptions thereto, and for the process of suspension or revocation thereof; creates the office of electrical inspector; and establishes truth in advertising requirements. This Code and all amendments shall hereafter be known as the Electric Code of the City of Haysville, Kansas.

4-502. AVAILABILITY OF COPIES.

One copy of said standard code, along with the amendments set forth in that Resolution of the Sedgwick County Commission as described in 4-501 above, as currently incorporated into the Unified Building and Trade Code which is adopted through Article 12 of this Chapter, have been and are now filed in the office of the City Clerk, and the said code is adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

4-503. AMENDMENTS.

This Code is to be applied as set forth in Sec. 4.2.010 through, and including, Sec. 4.4.050 of the Wichita-Sedgwick County Unified Building and Trade Code, including all fee schedules unless otherwise set forth within Chapter 17 of this Code,~~,~~ and such Resolution is incorporated by reference herein.

WIRING INSTALLATION INSTRUCTIONS~~.~~

All electrical installations made shall be in strict conformity with the provisions of this Code. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the National Electrical Code, 2017 Edition including Informative Annex C (Conduit and Tubing Fill Tables), as published by the National Fire Protection Association as N.F.P.A. No. 70-2017, as presently constituted and as may be hereinafter amended, shall apply with the exception of Section 200.6(d); Section 210.5(c)(1); Section 210.52(c)(1) Exception; Section 230.24(A) Exception No. 5; Section 230.40; Section 300.11(b)(2); Section 334.10; Section 334.12(a)(1); Section 334.40(b); Section 590.4(D); Section 590.6(B)(3); and Section 680.9; of such publication. Said N.F.P.A. No. 70-2017, was adopted by the National Fire Protection Association at its 2016 June Technical Session and approved as an American National Standard on August 24, 2016. By this publication, all provisions of such publication, with noted exceptions, are adopted by reference and made a part of this Code, and this Section as though fully set forth herein.

Wiring to be inspected prior to concealing.
Before any electric wiring or raceway is concealed from view during the course of construction, the person doing the work shall notify the electrical inspector that such work is ready for inspection. The electrical inspector shall inspect such work within forty-eight hours, provided such limit of time comes upon a regular working day of the inspector. If any defects exist, the electrical contractor shall be notified and he shall rectify the same and request an inspection before the work is concealed. The code official shall have the authority to require any concealment to be removed. Failure to comply with this order of the code official shall result in condemnation of the structure or any part thereof and prohibition of occupancy.
The electrical inspector shall be notified by the electrical contractor when the electrical work is completed and ready for inspection; and if such work conforms with this Code, the installation shall be released to the utility company for service connection.
When the electrical inspector observes or it is called to his attention that any electrical work is installed contrary to or in violation of any provisions of this code, it shall be his duty to immediately notify the person responsible for the installation that the violation or violations exist. All defective or substandard installations shall be corrected within forty-eight hours from time of notification by the electrical inspector.
It is unlawful for any person or utility company to connect any electrical wiring, device, appliance or equipment, for which a permit or approval is required, to any source of electrical energy without first having approval by the electrical inspector for the connection.
When requested and upon completion of the work, a certificate of inspection shall be issued showing that such work meets the requirements of this Code.

Inspection required.
Any person, firm or corporation who installs any electrical wiring shall request the inspection when the electrical work is completed and ready for inspection. It shall be the

duty of the person requesting any inspection required by this Code, to provide access to and means for inspection of such work.

Re-inspection of wiring, etc.
The electrical inspector shall make a thorough re-inspection of all electrical wiring devices, appliances and equipment whenever deemed advisable within or on any building or premises. When the installation of any electric wiring, device, appliance or equipment is found to be in dangerous and unsafe condition and in noncompliance with this Code, the person owning, using or operating the same shall be notified in writing and shall make the necessary repairs and changes required to place such wiring, device, appliance or equipment in compliance with this Code within the time specified in the notice. Upon failure to comply with the written notice and payment of re-inspection fee, the electrical inspector is hereby authorized to notify the utility company supplying electric energy to such building or premises to discontinue electric service and to continue to do so until instructed by the electrical inspector that service may be restored.

Working space about electrical service.
Section 110.26(A)(3) of the National Electrical Code shall be amended to read as follows:
Exception #4: One- and two-family and multifamily dwellings, service panels located in garages, basements or accessory structures, a footing or stem wall that is located below the electric panel shall be permitted to extend not more than 12 inches beyond the front of the electric panel.

Number of service—Entrance conductor sets.
Section 230.40 of the National Electrical Code shall be amended to read as follows:
Number of Service-Entrance Conductor Sets. Each building shall be supplied by only one service drop or lateral. Each service drop or lateral shall supply only one set (or sets where connected in parallel) of service-entrance conductors. All service-entrance conductors shall terminate at the same location.
Exception #1: Where two to six service disconnecting means in separate enclosures are grouped at one location, one set of service-entrance conductors shall be permitted to supply each such service equipment enclosure.
Exception #2: A two family dwelling unit without an approved area separation wall as defined by the currently adopted Building Code, and served from one service drop or lateral, shall be permitted to have one set of service entrance conductors run to each dwelling unit without the mains from both units being located together.

Services—Maximum amps, volts, etc.
A. Service Length. Unfused service entrance conductors shall not be extended more than fifteen feet inside any building.
B. Service Disconnects. Main disconnects shall be installed on the load side of the utility company's meters where not more than six meters and service equipment are grouped together. Where there is an existing main disconnect ahead of six meters or less and all the services are completely revamped, the main disconnects shall be relocated on the load side of the meters.

Feeder or Branch circuit disconnect location.
Article 225.32 of the National Electrical Code (NEC) shall be amended to read:
The disconnecting means shall be installed either inside or outside of the building or structure served or where the conductors pass through the building or structure. The disconnecting means, if installed on the exterior of the building or structure, shall be at a readily accessible location nearest the point of entrance of the conductors. The disconnecting means, if installed inside the building or structure, shall be at a readily accessible location and located so the total length of conductor shall not be extended more than fifteen (15) feet inside of the building or structure. For the purposes of this section, the requirements of 230.6 shall be utilized.
NEC exceptions permitted.

Branch circuit panelboard requirements.
All panels installed shall be sufficiently large enough to provide four blank spaces or four overcurrent protective devices for future use.

Conductor requirements.
A. Commercial and Industrial.
(1) Type. All commercial and industrial wiring conductors rated two hundred (200) amperes or less, including all service conductors required to be installed by the licensed electrical contractor, shall be copper. Each individual conductor of a parallel conductor set shall meet the requirements of this Section. Parallel conductors are not to be considered a single conductor.
Exception. Feeder circuit and branch circuit conductors rated one hundred (100) amperes or more, may be aluminum or copper-clad aluminum, provided panelboards or disconnect switches served by such circuits are marked by the manufacturer as being suitable for aluminum or copper-clad aluminum termination.
(2) Minimum Size. The minimum branch circuit wiring conductor size shall be No. 12 AWG copper.
B. Residential.
All residential and accessory building wiring conductors less than ninety (90) amperes shall be copper.
Note: Grounding conductors installed in the same raceway or cable with the above listed aluminum conductors may be allowed to be aluminum when sized per Article 250 of the currently adopted National Electrical Code.

Concrete-encased electrode.
The grounding electrode conductor to a concrete-encased electrode shall be not less than that required in Table 250.66 of the National Electrical Code.

Color code—Branch circuits.
Where installed in raceways, as cable or as open work, all conductors connected to the same system shall conform to the following color code:

Three-phase, four-wire 120/208 volt - phase A - black, phase B - red, phase C - blue, grounded conductor - white;
Three-phase, four-wire 277/480 volt—phase A - brown, phase B - orange, phase C - yellow, grounded conductor - gray.
The grounded conductor of a three wire 240 volt delta system shall be identified by alternating white and red stripes encircling the conductor.
The grounded conductor of a three wire 480 volt delta system shall be identified by alternating gray and orange stripes encircling the conductor.
Ungrounded circuit conductors used as travelers between 3-way and 4-way switches may be of colors other than those specified.
All conductor sizes 6 AWG or smaller shall be identified by a continuous outer finish along its entire length. Sizes larger than 6AWG shall be identified, at time of installation, by distinctive color markings at its terminations. This marking shall encircle the conductor or insulation.
All circuit conductors of the same color shall be connected to the same ungrounded conductor throughout the premises wiring system(s).

Smoke detector requirements.
As adopted in the currently adopted International Residential Code found elsewhere in the current City of Haysville City Code.

Splicing of service-entrance conductors.
Service-entrance conductors shall not be spliced.
Exception No. 1: Clamped or bolted connections in metering equipment enclosures shall be permitted.
Exception No. 2: Where service-entrance conductors are tapped to supply two to six disconnecting means grouped at a common location.
Exception No. 3: At a properly enclosed junction point where an underground wiring method is changed to another type of wiring method.
Exception No. 4: A connection shall be permitted where service conductors are extended from a service drop to an outside meter location and returned to connect to the service entrance conductors of an existing installation.
Exception No. 5: Where service-entrance conductors consist of busway, connections shall be permitted as required to assemble the various sections and fittings.

Switches—Height of.
All switches located outside of a building shall be placed not less than six feet above the finish grade unless they are of the dead front pullout type, or heavy duty type.
Exception. Commercial and industrial installations which are accessible only to authorized personnel.

Type NM, NMC and NMS cable ampacity.
The ampacity of Types NM, NMC, and NMS cable shall be determined in accordance with Table 310.15(B)(16) of the National Electrical Code. The ampacity shall be in accordance with the 60°C (140°F) conductor temperature rating.

NM Cable connectors.
Two piece NM Cable connectors, commonly known as Tomic connectors, shall be permitted to have a maximum of 3 cables in each connector.

Type NM, NMC and NMS cable ran exposed in unfinished basements.
Article 334.15(c) of the National Electrical Code shall be amended to read:
(C) In Unfinished Basements. Where cable is run at angles with joists in unfinished basements, it shall be permissible to secure cables not smaller than two 6 AWG or three 8 AWG conductors directly to the lower edges of the joists. Smaller cables shall be run either through bored holes in joists or on running boards. NM cable installed on the wall of an unfinished basement shall be permitted to be installed in a listed conduit or tubing or shall be protected in accordance with Article 300.4. Conduit or tubing shall be provided with a suitable insulating bushing or adapter at the point the cable enters the raceway. The NM cable sheath shall extend through the conduit or tubing and into the outlet or device box not less than 6 mm (¼ in.). The cable shall be secured within 300 mm (12 in.) of the point where the cable enters the conduit or tubing. Metal conduit, tubing, and metal outlet boxes shall be connected to the equipment grounding conductor.

Arc-making devices—Clearance from gas meters.
All switches, motors, receptacles, meter, or other arc-making devices shall have a minimum clearance of three feet in any direction from any gas meter when such equipment is installed inside of a building and in the same room as the gas meter.

Ceiling grid support wires.
The following is added to the section 300.11(A)(2) of the National Electrical Code:
Exception No. 2: MC cable or flexible metal conduit may be attached to the ceiling grid support wires serving lighting fixtures located within the ceiling grid area where all the following conditions apply.
1. The MC cable or flexible metal conduit must not be larger than trade size ½ inch.
2. Only a single MC cable or flexible metal conduit may be attached per ceiling grid support wire.
3. Only clips or devices approved for the purpose may be used to attach the MC cable or flex to the support wires.
Fire Rated ceiling assemblies shall not be used to support electrical raceways and all raceways installed within fire rated ceiling assemblies shall be provided with independent support.

Sewage ejector pumps.
All sewage ejector pumps shall be installed on individual motor branch circuits.

Sewage ejector pumps and sump pumps.
Ground fault circuit interrupter protection shall not be required on a sewage ejector pump or sump pump that is cord and plug connected to a single receptacle installed on an individual motor branch circuit.

Residential garage door opener.
In a dwelling, ground fault circuit interrupter protection shall not be required on an overhead garage door opener that is cord and plug connected to a single receptacle installed in the ceiling directly above the overhead garage door opener motor.

Nonmetallic-sheathed cable: Type NM, NMC, and NMS.
Uses permitted: Type NM, Type NMC and Type NMS cable shall be permitted to be used only in one- and two-family dwellings and their accessory structures and multifamily dwelling units. The structure shall not exceed three floors above grade. These structures shall be served only by single-phase services.

Receptacle behind a range or sink.
Section 210.52(c)(1) exception of the National Electrical Code shall be amended to read as follows:
Exception: Receptacle outlets shall not be required on a wall directly behind a range or sink.

Lighting outlets required.
The following requirements for lighting outlets are in addition to the requirements in the latest edition of the National Electrical Code adopted by the City of Haysville.
A. Residential unfinished basements. Each storage area and all future habitable spaces, as defined by the currently adopted Building Code, that are in the framed-in stage shall have a lighting outlet with a wall-mounted switch for each area or room. Lighting outlets containing a switch shall be controlled by a wall switch.
B. Commercial storage units. Each storage unit shall have a lighting outlet inside the unit with a switch located at the usual point of entry to the storage unit. This luminaire shall be of the type that has a completely enclosed light source.
Exception: Structures that are not on a permanent foundation.

Pools shall not be located under overhead wiring.
Section 680.9 of the National Electrical Code shall be amended to read as follows: The following parts of pools shall not be placed under existing electrical, communication, CATV, Network powered Broadband conductors or any other overhead wiring; nor shall such wiring be installed above the following:
(1) Pools and the area extending 10 ft horizontally from the inside of the walls of the pool,
(2) Diving structure, or
(3) Observation stands, towers or platforms.

Permitted use of multiplex cable.
Multiplex cable may be installed as an approved wiring method for outdoor aerial use only, with the following restrictions.
(a) Permitted for outside aerial use only.
(b) Minimum wire size shall be: #1 aluminum or #8 copper.

(c) In all cases, the phase conductors and the neutral conductor must be insulated and identified.
(d) The ampacity of the conductors must comply with the values for the respective size and conductor material as listed in the seventy-five degree column of the Ampacity Tables of the latest adopted edition of the National Electrical Code.

Permitted use of Underground Residential Distribution (URD) cable.
Underground Residential Distribution (URD) cable may be installed as an approved wiring method for outdoor use only, with the following restrictions.
(a) Permitted for outdoor use only, installed direct buried or in a raceway.
(b) Minimum size shall be #2 Aluminum.
(c) The phase conductors and the neutral conductor shall be the same size.
(d) The phase conductors and the neutral conductor insulation shall be identified as USE.
(e) The Neutral conductor shall be properly identified per the National Electrical Code.
(f) Grounding conductor, if needed, shall be a minimum of #2 aluminum or #6 copper and shall be insulated.
(g) The ampacity of the conductors must comply with the values for the respective size and conductor material as listed in the seventy-five degree (75°) column of the Ampacity Tables of the latest adopted edition of the National Electrical Code.

Temporary construction service requirements.
Temporary services used during construction, remodeling or repair of buildings or structures shall not be attached to a building. The temporary service shall have a minimum of one 125-volt 20amp GFCI protected receptacle and one 125/250-volt 30-amp GFCI protected twist lock receptacle NEMA L14-30, and meet all other requirements of the latest edition of the National Electrical Code adopted by the MABCD.
Exception: In-use covers are not required for temporary services.

Provisions for heating units.
Where a heating unit is installed for the unit or space intended for human occupancy per the requirements set forth in Article 5, the heating unit shall be directly wired into the building wiring with a disconnecting means installed in a readily accessible location within sight from the heating unit.

4-504. VIOLATIONS AND PENALTIES.

Any person who shall violate the provision of this code or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be prosecuted as set forth in Section 80.23 et seq. of the NFPA 70, National Electrical Code, 2008 Edition, as the Electrical Code of the City, including Annexes C (Conduit and Tubing Fill Tables) and G (Administration and Enforcement) as amended, and Section 4-112 above. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.
(Code 2011)

4-505. PENALTY CLAUSE NOT EXCLUSIVE.

The imposition of the penalties herein prescribed shall not preclude the City from instituting an appropriate action to restrain, correct, or abate a violation of this Article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by State law, this code, or this Article.
(Code 2011)

4-506. ENFORCEMENT.

Enforcement of this code within the boundaries of the City shall be by the Code Enforcement Official(s) designated by the City. Prosecution of any violations of this code shall be in the Haysville Municipal Court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code. The City hereby authorizes the building official to enforce such rules and regulations as are necessary to carry out the purpose(s) of this Code.
(Code 2011)

4-507. LIABILITY.

Requirements of this code and Article shall not be construed as imposing on the City, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.
(Code 2011)

4-508. SEVERABILITY.

If any part or parts of this Article shall be held to be invalid such invalidity shall not affect the validity of the remaining part of this Article.
(Code 2011)

ARTICLE 6.
PLUMBING AND GAS FITTING CODE

4-601. ADOPTION OF THE UNIFORM PLUMBING CODE, 2015~~2~~ EDITION, AS THE PLUMBING CODE, WITH CERTAIN ADDITIONS AND DELETIONS.

The Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials (IAPMO), 2015~~2~~ Edition, including the Appendixes and Installation Standards thereto and including the Uniform Plumbing Code's latest edition of Table 1401-1, excluding Sections 102.1, 102.2, 102.3, 102.3.1, Table No. 103.4: Plumbing Permit Fees, 422.1, 422.1.1,422.2, 422.3, 422.4, 422.4.1, 422.5, Part II of Chapter 7: Building Sewers, Sections 609.4, 807.4, 1014.0, 1015.0, 1210.1.5 Appendix F, Appendix H, Appendix L 6.0, Appendix L 7.0, and except for amendments set forth in this section, is by reference incorporated herein and made a part of this Code as though set forth at length herein, including all amendments as set forth in Resolution No. 159-2014, of the Board of County

Commissioners of Sedgwick County, Kansas, as subsequently set forth within the Unified Building and Trade Code as adopted within Article 12 of this Chapter. In lieu of Appendix H, Chapter 15 of the Haysville Municipal Code, entitled Utilities, shall apply. This Code and all amendments shall hereafter be known as the Plumbing and Gas Fitting Code of the City of Haysville.

4-602. AVAILABILITY OF COPIES.

One copy of said standard code, along with the amendments set forth in that Resolution of the Sedgwick County Commission as described in 4-601 above, as currently incorporated into the Unified Building and Trade Code which is adopted through Article 12 of this Chapter, have been and are now filed in the office of the City Clerk, and the said code is adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

4-603. AMENDMENTS~~RESERVED~~.

Administrative Deletions, Amendments or Additions to the Uniform Plumbing Code.

The following sections of the Uniform Plumbing Code incorporated by reference in Section 4-601 shall be amended as follows:

Information Note: The numerical references below correspond to the numerical identification of the chapter(s), sections, sub-sections, paragraphs and sub-paragraphs in the 2015 Uniform Plumbing Code.

101.1 Title shall be amended to read as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Haysville, hereinafter referred to as the "Plumbing Code," the "U.P.C.", or "this Code."

102.8 Appendices shall be amended to read as follows:

102.8 Appendices. Appendices A, B, C, D, E, G, I, J, K, L are adopted. Appendices F and H are excluded.

103.11 Authority Having Jurisdiction, Title, shall be added:

103.11 Authority Having Jurisdiction, Title. The Authority Having Jurisdiction shall be known as the Building Official, as designated and authorized in Chapter IV, Article 2 of the city code of the City of Haysville.

104.3.2 Plan Review Fees shall be amended to read as follows:

104.3.2 Plan Review Fees. Shall be in compliance with Chapter 17 of the code of the City of Haysville.

104.5.1 Work commencing before permit issuance shall be amended to read as follows:

104.5.1 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the Building Official. The fee shall be in addition to the required permit fees. The Building Official may establish this additional fee up to an amount equal to the required permit fees or one thousand dollars ($1,000.00), whichever is greater.

104.5.2 Investigation Fees shall be amended to read as follows:

104.5.2 Fee Refunds. Plan review fees, permit fees or other fees charged by the Department may be partially refunded by the Building Official, upon request of the owner, agent or contractor. The amount not refunded shall be in proportion to city staff time and effort dedicated to the project.

104.5.3 Fee Refunds shall be deleted in its entirety

106.3 Penalties shall be amended to read as follows:

106.3 Violation Penalties. Persons who shall violate any provision of this Code, or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter or repair work in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500.00 (five hundred) dollars, or by imprisonment not exceeding 30 (thirty) days, or both such fine and imprisonment. Each day a violation continues after due notice has been served shall be deemed a separate offense.

106.61 Violations and Penalties: The following section shall be added:

106.61 Additional Requirements and Limitations. The Building Official shall consider the requirements and procedures of the Code of the City of Haysville entitled Dangerous Buildings. To the extent that Article 7 supersedes or limits the authority and procedures outlined in the sections above, the Building Official shall follow the requirements and procedures of said Article.

107.1 General shall be amended to read as follows:

107.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this Code, a board of appeals is created in the Code of the City of Haysville. The composition of the board, terms, qualification, authority, limitations on authority and other aspects of the board.

107.2 Limitations on Authority is deleted.

Table 104.5, Plumbing Permit Fees shall be amended to read as follows:

Table 104.5, Plumbing Permit Fees shall refer to fees established in Chapter 17 of the Code of the City of Haysville.

Chapter 17, Referenced Standards shall be amended to include the following additional section:

1701.2 Referenced Codes.

(1) 1701.2.1 Electrical. Whenever used in the Plumbing Code, the term "Electrical Code" shall be construed to mean the current City of Haysville Electrical Code.

(2) 1701.2.2 Gas. Whenever used in the Plumbing Code, the term "Fuel Gas Code" shall be construed to mean the current City of Haysville Plumbing or Fuel Gas Code.

(3) 1701.2.3 Mechanical. Whenever used in the Plumbing Code, the term "Mechanical Code" shall be construed to mean the current City of Haysville Mechanical Code.

(4) 1701.2.4 Residential. Whenever used in the Plumbing Code, the term "Residential Code" shall be construed to mean the current City of Haysville Residential Code.

(5) 1701.2.5 Fire Prevention. Whenever used in the Plumbing Code, the term "Fire Code" shall be construed to mean the current Sedgwick County Fire Code or Existing Fire Codes currently adopted by the City of Haysville.

(6) 1701.2.6 Property Maintenance. Whenever used in the Plumbing Code, the term "Property Maintenance Code" shall be construed to mean the current City of Haysville Property Maintenance Code or IEBC.

(7) 1701.2.7 Existing Building. Whenever used in the Plumbing Code, the term "Existing Building Code" shall be construed to mean the current City of Haysville International Existing Building Code.

(Ord. 1392, Sec. 1; Ord. 1684)

4-1403. Technical Deletions, Amendments or Additions to the Uniform Plumbing Code.

The following sections of the Uniform Plumbing Code incorporated by reference in Section 4-1401 shall be amended as follows:

Section 312.1 of the Uniform Plumbing Code is amended to read as follows:

312.1 General. Sleeves shall be provided to protect all piping through concrete and masonry walls, or concrete floors.

Exceptions:

(1) Sleeves shall not be required where openings are drilled or bored; and

(2) Sleeves shall not be required for DWV pipes going through concrete basement floors or slab on grade.

Section 312.13 Exposed ABS Piping is hereby deleted.

Section 312.14 Exposed PVC Piping is hereby deleted.

Section 318.0 of the Uniform Plumbing Code is amended to read as follows:

318.0 Test Gauges. In performing the prescribed piping tests as required elsewhere in this Code, a spring type gauge may be used provided the required maximum capacity of the gauge used for the ten (10) psi, for fifteen (15) minutes test, be thirty (30) psi and the required maximum capacity of the spring type gauge used for the sixty (60) psi, for thirty (30) minutes test, be one hundred (100) psi.

Section 414.3 of the Uniform Plumbing Code is amended to read as follows:

414.3 Drainage connection. Commercial dishwashing machines shall discharge indirectly through an air gap or direct connection in accordance with section 704.3 with floor drain protection in no case should a commercial dishwasher discharge through a grease trap or interceptor.

Section 422.0 of the Uniform Plumbing Code is amended to read as follows:

422.0 Minimum number of required fixtures. Minimum Number of Plumbing Fixtures shall be in accordance with the current adopted version of the current International Building Code and all amendments thereto.

Sections 422.1, Fixture Count, through and including 422.5, Toilet Facilities for Workers, including all subsections and subparagraphs, are hereby deleted in their entirety.

Table 422.1 Minimum Plumbing Facilities is amended as follows:

Table 422.1 Minimum Plumbing Facilities shall be renamed Minimum Number of Required Plumbing Fixtures and shall include all of the provisions, including footnotes and exceptions of Table 2902.1, Minimum Number of Required Plumbing Fixtures, as set forth in the current International Building Code. All provisions, including footnotes and exceptions to Table 422.1 in the Uniform Plumbing Code are hereby deleted.

Section 603.1 of the Uniform Plumbing Code is amended to read as follows:

603.1 General. No person shall install any water-operated equipment or mechanism, or use any water treating chemical or substance, if it is found that such equipment, mechanism, chemical or substance may cause pollution or contamination of the domestic water supply. Such equipment or mechanism may be permitted only when equipped with an approved backflow prevention device. In addition to the general requirements of Section 603.0, Cross Connection Control, Backflow prevention devices and methods shall conform to Chapter 15 of the code of the City of Haysville. Registration of backflow testers and test reporting is required by the Authority Having Jurisdiction over backflow testing. Test reports must be maintained by the testing provider and supplied to the Authority Having Jurisdiction, and the backflow device owner. Where, in any specific case, sections of this Code specify different material, methods of construction or requirements in conflict with other local laws or ordinance, the most restrictive shall govern.

Section 603.5.6 of the Uniform Plumbing Code is amended to read as follows:

603.5.6 Protection from Lawn Sprinklers and Irrigation Systems. Potable water supplies to systems having no pumps or connections for pumping equipment and no chemical injection or provisions for chemical injection, shall be protected from backflow by one of the following devices: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker-,---Bf (3) Reduced-pressure backflow preventer, or (4) air gap.

Section 603.5.6.2 of the Uniform Plumbing Code is amended to read as follows:

603.5.6.2 Systems with Backflow Devices. Where systems have a device installed downstream of a potable water supply pump or a potable water supply pump connection, the device shall be one of the following: (1) Pressure vacuum breaker, (2) Spill resistant vacuum breaker, (3) Reduced-pressure backflow preventer, or (4) air gap.

Section 603.5.13 of the Uniform Plumbing Code is amended to read as follows:

603.5.13 Deck-mounted or Equipment-mounted Vacuum Breakers. Deck-mounted or equipment-mounted vacuum breakers shall be installed in accordance with their listing and the manufacture's installation instructions, with the critical level not less than six (6) inches (15.24 cm) above the flood-level rim.

Section 603.5.14.2 of the Uniform Plumbing Code is amended to read as follows:

603.5.14.2 Chemicals. Where contaminant chemicals (ethylene glycol, corrosion inhibitors, or other chemicals) are added to a fire protection system supplied from a potable water supply, the potable water system shall be protected by one of the following: (1) Reduced pressure backflow preventer, or (2) Reduced pressure detector assembly. Fire protection systems using low hazard materials must be protected with appropriate protection and clearly labeled per NFPA requirements with MSDS documentation permanently

maintained at the backflow device. Devices approved for low hazard potable water system protection include the following: (1) Double check backflow preventer, and (2) Double check detector assembly.

Section 604.10.1 Tracer Wire is hereby deleted.

Table 604.1 shall be amended as follows:

TABLE 604.1

MATERIALS FOR BUILDING SUPPLY AND WATER DISTRIBUTION

PIPING AND FITTINGS

MATERIAL	BUILDING SUPPLY PIPE AND FITTINGS	WATER DISTRIBUTION PIPE AND FITTINGS	REFERENCED STANDARD(S) PIPE	REFERENCED STANDARD(S) FITTINGS
Copper and Copper			ASTM B42. ASTM B43.	ASME B16.15. ASMI: B16.18.
Alloys			ASTM 875, ASTM 888.	ASME B16.22. ASME B16.26.
	X	X	A'sTM Rl< A<sTM R7 1 ASTM B302, ASTM B447	ASMEBl6.51
CPVC	X	X	ASTM 02846, ASTM F44 I. ASTM F442, CSA B137.6	ASTM 02846. ASTM F437. ASTM F438. ASTM F439. ASTM Fl970. CSA B137.6
CPVC-AL-CPVC	X	X	ASTMF2855	ASTMD2846
Ductile-Iron	X	X	AWWACl51	ASME B16.4. AWWA CIIO. AWWACl53
Galvanized Steel	X	X	ASTMA53	-
Malleable Iron	X	X	-	ASMEB16.3

MATERIAL	BUILDING SUPPLY PIPE AND FITTINGS	WATER DISTRIBUTION PIPE AND FITTINGS	REFERENCED STANDARD(S) PIPE	REFERENCED STANDARD(S) FITTINGS
PE**	X'	** -	ASTM 02239. ASTM 02737. ASTM 03035, A WW A C90l, CSA B137.1	ASTM 02609. ASTM 02683. ASTM D326I. ASTM Fl 055. CSA B137.I
PE-AL-PE	X	X	ASTM F1282. CSA B137.9	ASTM Fl282. ASTM Fl974. CSA B137.9
PE-RT	X	X	ASTMF2769	ASTM Fl807. ASTM F2098. ASTM F2 I 59. ASTM F2735. ASTMF2769
PEX	X	X		ASSE I 06 l. ASTM F877.
			ASTM F876. ASTM F877.	ASTM Fl807. ASTM Fl960.
			CSA B137.5. AWWA C904*	ASTM FI 961. ASTM F2080. ASTM F2 I 59. ASTM F2735.
				CSA B137.5

TABLE 604.1 shall be amended as follows:

Table 604.1, MATERIALS FOR BUILDING SUPPLY AND DISTRIBUTION PIPING AND FITTINGS. The following footnote has been added to Table 604.1: **Polyethylene (PE) water service piping may extend inside a structure to the building master shut off valve; provided there are no branches taken off ahead of the building master shut off valve.

Section 608.2 of the Uniform Plumbing Code is amended to read as follows:

608.2 Excessive Water Pressure. Where static water pressure in the water supply piping is in excess of one hundred (100) psi, an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to one hundred (l 00) psi or less. Such regulator(s) shall control the pressure to all water outlets in the building unless otherwise approved by the administrative authority. Each such regulator and strainer shall be accessibly located aboveground or in a vault equipped with a properly sized and

sloped bore- sighted drain to daylight, shall be protected from freezing, and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. All pipe size determinations shall be based on eighty percent (80%) of the reduced pressure when using Table 610.4

Section 609.1 of the Uniform Plumbing Code is amended to read as follows:

609.1 Installation. All water piping shall be adequately supported in accordance with Section 313.0, Table 313.3 and to the satisfaction of the administrative authority. Burred ends shall be reamed to the full bore of the pipe. Changes in direction shall be made by the appropriate use of the fittings, except that changes in direction in copper tubing may be made with bends having a radius of not less than six (6) diameters of the tubing, providing that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's installation instructions. Provisions shall be made for expansion in hot water piping. The depth of a water service line shall be at least thirty-six (36) inches below finished grade. Such service shall be not less than five (5) feet from any tree on public property (repair or replacement of an existing service is exempt from this requirement). The water service pipe shall be laid in a ditch separate from other underground pipes or conduits. There shall be not less than eighteen (18) inches of solid undisturbed earth between water service pipes and other underground pipes and conduits. All piping, equipment appurtenances and devices shall be installed in a workmanlike manner in conformity with the provisions and intent of this Code.

Section 609.11 Pipe Insulation, including all subsections and subparagraphs, is hereby deleted in its entirety.

Section 705.5.2 of the Uniform Plumbing Code is amended to read as follows:

705.5.2 Solvent Cement Joints. Plastic pipe and fittings designed to be joined by solvent cementing shall comply with the manufacturer's installation instructions and the following: PVC pipe and fittings must be cleaned and joined with primer(s) and solvent cement(s).Non-pressure PVC pipe and fittings may be joined without primer by using a medium body, one step cement that must be listed by the cement manufacturer for use without primer and so stated on the label.

Section 707.0 of the Uniform Plumbing Code is amended to read as follows:

707.0 Cleanouts. Cleanouts shall conform to the requirements of Chapter 15, Article 3 of the code of the City of Haysville.

Section 710.4 of the Uniform Plumbing Code is amended to read as follows:

710.4 Discharge line. The discharge line from such ejector, pump, or other mechanical device shall be of approved material and be provided with an accessible backwater or

swing check valve and gate or ball valve. Where the gravity drainage line to which such discharge line connects is horizontal, the method of connection shall be from the top through a wye branch fitting. The gate or ball valve shall be located on the discharge side of the backwater or check valve.

Gate or ball valves, where installed in drainage piping, shall be the fullway type with working parts of corrosion-resistant metal. Sizes four (4) inches (100 mm) or more in diameter shall have cast-iron bodies, and sizes less than four (4) inches (100mm), cast-iron or copper alloy bodies.

Section 712.1 of the Uniform Plumbing Code is amended to read as follows:

712.1 Media. The piping of the plumbing, drainage, and venting systems shall be tested with water or air. The Authority Having Jurisdiction, as defined in the Uniform Plumbing Code, may require the removal of any cleanouts, etc., to ascertain whether the pressure has reached all parts of the system. When the temperature wherein the drainage system is located is above twenty degrees (20°) Fahrenheit, a water test as set forth in Section 712.2 may be made. After the plumbing fixtures have been set and their traps filled with water, they shall be submitted to a final test.

Section 804.1 of the Uniform Plumbing Code is amended to read as follows:

804.1 Indirect Waste Receptors. All plumbing fixtures or other receptors receiving the discharge of indirect waste pipes shall be approved for the use proposed, shall be of such shape and capacity as to prevent splashing or flooding, and shall be located where they are readily accessible for inspection and cleaning. No indirect waste receptor shall be installed in any toilet rooms, closet, cupboard or storeroom, nor in any other portion of a building not in general use by the occupants thereof, except standpipes for clothes washers may be installed in toilet and bathroom areas when the clothes washers are installed in the same room. Clothes washers shall not be installed so as to discharge into any gravity line higher than sixty (60) inches above its base. The clothes washer standpipe shall be a minimum length of eighteen (18) inches above the trap and the inlet of the standpipe no higher than sixty (60) inches above the floor. In any structure where drains indirect waste receptors are to be installed in or flush with the floor, they these receptors may be floor sinks or floor drains, and shall be readily accessible, provided floor drains. Floor drains used as indirect waste receptors shall meet the following requirements:

(1) Have a reservoir capacity a minimum of four (4) inches in diameter and two (2) inches deep;

(2) Have a perforated cover equal in area to the diameter of the drain;

(3) Have a minimum trap and waste line size of two (2) inches in diameter; and

(4) The indirect waste line shall maintain a two (2) inch air gap.

Section 807.3 Domestic Dishwashing Machine is hereby deleted.

Section 814.5 of the Uniform Plumbing Code is amended to read as follows:

814.5 Point of discharge. Air-conditioning condensate waste pipes shall connect indirectly, except where permitted in section 814.6, to the drainage system through an air gap or air break to properly trapped and vented receptors, dry wells, leach pits, or the tailpiece of plumbing fixtures. When a fixture tail piece is used for condensate waste, the air gap or air break fitting shall be located no less than six (6) inches above the flood level rim of the fixture served by the tail piece. A condensate drain line shall be trapped in accordance with the appliance manufacturer's instructions or as approved.

Section 814.6 of the Uniform Plumbing Code is amended to read as follows:

814.6 Condensate Waste from Air-Conditioning Coils. Where the condensate waste from air-conditioning coils discharges by direct connection to a lavatory tailpiece or to an approved accessible inlet on a bathtub overflow, the connection shall be located in the area controlled by the same person controlling the air-conditioned space. The flood level rim of the condensate collection device shall be located no less than six (6) inches above the flood level rim of the fixture served by the tail piece.

Section 906.1 of the Uniform Plumbing Code is amended to read as follows:

906.1 Roof Termination. Each vent pipe or stack shall extend through its flashing and shall terminate vertically not less than six (6) inches (152mm) above the roof not less than one (1) foot (305mm) from the vertical surface.

Exception:

Extension through the wall. With prior approval of the authority having jurisdiction, vent terminals through a wall shall be allowed as an alternative method on residential plumbing remodels where other structural issues make it impractical to install a roof termination without remodeling other areas of the structure. Vent terminals extending through the wall shall terminate at a point not less than ten (10) feet (3048mm) from a lot line and not less than ten (10) feet (3048mm) above average ground level. Vent terminations shall not terminate under an overhang of a structure with soffit vents. Side wall vent terminals shall be protected to prevent birds or rodents from entering or blocking the vent opening.

Section 908.0 of the Uniform Plumbing Code is amended to read as follows:

908.0 Wet venting. Groups of fixtures on the same floor may be wet or stack vented provided that:

(1) The maximum distance from the vent intersection with the waste or soil pipe to the dip of the trap shall be in accordance with Table 1002.2.

(2) Not more than one fixture unit wastes into a one and one-half (1 12) inch diameter wet vent. Not more than four (4) fixture units shall waste into a two (2) inch diameter (excluding urinals) or nine (9) fixture units into three (3) inch or larger diameter wet vent.

(3) Excepting floor drains, no fixtures shall waste into such stack below the closet fixture opening without a proper vent.

(4) The limit of a horizontal wet vent shall be ten (10) feet developed length.

(5) A wet vent receiving the discharge from a clothes washer can only be used to wet vent a water closet. The vent intersection shall be no closer than four (4) feet total developed length from the top of the closet flange.

Section 908.3 of the Uniform Plumbing Code is hereby created and shall read as follows:

908.3 Circuit Venting, Top Floor Option. When a circuit vent is installed on a top floor, the circuit may loop to the stack vent. Also, the stack vent may be used as the required relief vent

Section 908.4 - Air Admittance Valves is hereby created and shall read as follows:

908.4 - Air Admittance Valves. Air admittance valves shall be allowed as an alternative method on residential plumbing renovations and repairs where structural issues make it impractical to install a conventional vent without remodeling other areas of the structure. **Air Admittance Valves shall not be used in new construction**. Vent systems using air admittance valves shall comply with this Section, including the following requirements:

(1) Individual and branch-type air admittance valves shall conform to ASSE 1051.

(2) The valves shall be installed in accordance with the requirements of this Section and the manufacturer's instructions. Air admittance valves shall be installed after the DWV testing required by Sections 105.0 and 712.0 of the Uniform Plumbing Code has been performed.

(3) Individual vents and branch type air admittance valves shall vent only fixtures that are on the same floor level and connect to a horizontal branch drain.

(4) Individual and branch air admittance valves shall be located not less than four (4) inches above the horizontal branch drain or fixture drain being vented. The air admittance valve shall be located within the maximum developed length permitted for the vent. The air admittance valve shall be installed not less than six (6) inches above insulation materials when installed in attics.

(5) Access shall be provided to air admittance valves. Such valves shall be installed in a location that allows air to enter the valve.

(6) Air admittance valves shall not be located in spaces utilized as supply or return air plenums.

(7) The air admittance valve shall be rated for the size of the vent to which the valve is connected

(8) Each plumbing system shall be vented by one or more vent pipes extending outdoors to the open air, and the aggregate cross-sectional area of which shall be not less than that of the largest required building sewer, as stated in 904.1 of the Uniform Plumbing Code.

(9) Air admittance valves shall not be used to vent sumps or tanks except where the vent system for the sump or tank has been designed by an engineer.

A permanent, visible label shall be attached to the panel, enclosure, or trap of the fixture being served stating "AIR ADMITTANCE VALVE INSTALLED".

Table 1002.2 of the Uniform Plumbing Code is amended to read as follows:

Table 1002.2 Horizontal Lengths of Trap Arms

(Except for water closets and similar fixtures)*

TRAP ARM PIPE DIAMETER (inches)	DISTANCE TRAP TO VENT MINIMUM (inches)	LENGTH MAXIMUM (inches)
1 1/4	2 1/2	30
1 1/2	3	42
2	4	72
3	6	72
4	8	120
Exceeding 4	2 x Diameter	120

For SI units: I inch= 25.4 mm

Provided that the distance for floor drains shall be within fifteen (15) feet of a ventilated line and the distance for bathtubs with one and one-half (1 ½) inch waste shall be within five (5) feet of a vent.

For trap arms three (3) inches in diameter and larger, the change of direction shall not exceed one hundred and thirty-five (135) degrees without the use of a cleanout.

*The developed length between the trap of a water closet or similar fixture (measured from the top of the closet ring (flange) to inner edge of vent) and its vent shall not exceed six (6) feet.

Section 1014.0 Grease Interceptors shall be amended to read as follows:

1014.0 Grease Interceptors. In addition to the requirements of 1014.1 General through and including 1014.3 Gravity Grease Interceptors below, and including their subparagraphs and subsections, all grease interceptors shall comply with Chapter 15, Article 4 of the Code of the City of Haysville.

Section 1015.0 FOG (Fats, Oils, and Greases) Disposal System shall be amended to read as follows:

1015.0 FOG (Fats, Oils, and Greases) Disposal System. In addition to the requirements of 1015.1 Purpose through and including 1015.4 Performance below, all FOG disposal systems shall comply with Chapter 15, Article 4 of the code of the City of Haysville.

Section 1016.0 Sand Interceptors shall be amended to read as follows:

1016.0 Sand Interceptors. In addition to the requirements of 1016.1 Discharge through and including 1016.4 Separate Use below, all sand interceptors shall comply with Article 5 – Public Sewer Use Regulations in Chapter XVI of the Code of the City of Haysville.

Section 1017.0 Oil and Flammable Liquid Interceptors shall be amended to read as follows:

1017.0 Oil and Flammable Liquid Interceptors. In addition to the requirements of 1017.1 Interceptors required through and including 1014.2 Design of Interceptors below, all oil and flammable liquid interceptors shall comply with Chapter 15, Article 4 of the code of the City of Haysville.

Section 1203.3.1 of the Uniform Plumbing Code is amended to read as follows:

1203.3.1 Rough Piping Inspection. A rough piping inspection shall be made after all gas piping authorized by the permit has been installed, and before any such piping has been covered or concealed, or any fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meet the requirements of this Code.

When installing any gas opening for a future gas burning appliance in residential gas piping systems, it shall be sized and located according to the following requirements:

The future appliance shall be assigned a minimum fifty-five thousand (55,000) BTU value for sizing the gas distribution piping system;

(1) For future solid fuel burning fireplaces, the gas opening shall be run to within four (4) feet of the fire box and be controlled by an accessible approved shut-off valve outside the hearth and be properly capped or plugged;

(2) For future gas fired appliances, the gas opening shall be run to within three (3) feet of the appliance and be controlled by a readily accessible approved shut-off valve outside the hearth and be properly capped or plugged;

(3) The approved required shut-off valve shall be outside of each appliance or fireplace and ahead of the union connection and in addition to any valve on the appliance;

(4) When creating a new opening all gas piping must be tested in accordance with this Code.

(5) When extending an existing gas opening, only that branch must be tested in accordance with this Code. When making a gas opening at the meter loop, only that branch must be tested in accordance with this Code.

Exception: When approved by the administrative authority, above procedures may be waived and a soap test administered.

Section 1208.5.3.4 of the Uniform Plumbing Code is amended to read as follows:

1208.5.3.4 - Corrugated Stainless Steel. Corrugated stainless steel tubing shall be tested and listed in accordance with the construction, installation, and performance requirements of CSA LC-1. [NFPA 54:5.6.3.4]. In addition, corrugated stainless steel tubing shall be coated with an electrically conductive jacket compliant with the listing standard of ANSI LC-1/CSA 6.26 - 2014.

Section 1210.1.5 Maximum Design Operating Pressure is hereby deleted.

Section 1210.2 of the Uniform Plumbing Code is amended to read as follows:

1210.2 Installation of Gas Piping. All exposed piping installed outdoors shall be elevated not less than three and one half (3-1/2) inches above grade.

Gas piping shall enter or exit the structure above the finish grade, and threaded steel gas piping shall be installed with a swing joint located where the gas piping enters or exits the structure. A "swing joint" means a joint in a threaded pipeline which permits motion in the line in a plane normal to the direction of one part of the line.

Where installed across roof surfaces, gas piping shall be elevated not less than three and one-half (3-1/2) inches above the roof surface. Piping installed above ground, outdoors, and installed across the surface of roofs shall be securely supported and located where it will be protected from physical damage. Where passing through an outside wall, the piping shall also be protected against corrosion by coating or wrapping with an inert material approved for such applications. The piping shall be sealed around its circumference at the point of the exterior penetration to prevent the entry of water, insects, and rodents. Where piping is encased in a protective pipe sleeve the annular space between the gas piping and the sleeve

shall be sealed at the wall to prevent the entry of water, insects, or rodents. [NFPA 54: 6.2.1]

Section 1211.2 of the Uniform Plumbing Code, is amended to read as follows:

1211.2 Bonding of CSST Gas Piping. CSST gas piping systems shall be bonded to the electrical service grounding electrode system. The bonding jumper shall connect to a metallic pipe or fitting between the point of delivery and the first downstream CSST fitting. The bonding jumper shall be not smaller than 6 AWG copper wire or equivalent. Gas piping systems that contain one or more segments of CSST shall be bonded in accordance with this section. [NFPA 54- 12:7.13.2].

Exception: This bonding requirement may be eliminated if the CSST is compliant with the listing standard of ANSI LC-1/CSA6.26 - 2014, and the manufacturer's installation instructions for the specific product states that additional bonding is not required.

Section 1212.10.1 of the Uniform Plumbing Code. is hereby created and shall read as follows:

1212.10.1 Installation – LPG. In areas where natural gas is available for use as a fuel gas, it shall be used as the primary source for fuel gas for R-1, R-2, R-3, and R-4 type occupancy.

Section 1212.10.2 of the Uniform Plumbing Code is hereby created and shall read as follows:

1212.10.2 Equipment Burning LPG. Equipment burning liquefied petroleum gas (LPG) or liquid fuel shall not be located in a pit, an under-floor space, below grade or similar location where vapors or fuel might unsafely collect unless an approved method for the safe collection, removal and containment or disposal of the vapors or fuel is provided.

Exception: Equipment burning liquefied petroleum gas (LPG) that is equipped with an automatically controlled gas valve may be installed below grade of a R-1, R-2, R-3, or R- 4 type occupancy, provided that each area where said appliance(s) are located is equipped with a listed, labeled and approved liquefied petroleum gas detection alarm. Detectors shall sound an alarm audible in all areas of the structure and be installed per manufacturers installation instructions.

Section 1212.10.3 of the Uniform Plumbing Code, is hereby created and shall read as follows:

1212.10.3 Sump Pump – LPG. Only submersible type sump pumps will be acceptable for structures with LPG service.

Section 1212.10.4 of the Uniform Plumbing Code, is hereby created and shall read as follows:

1212.10.4 Log Lighter Valve – LPG. No LPG log lighter valve shall be allowed to be installed below grade, but they shall be allowed on the main floor with a maximum 50 gallon LPG tank no closer than three (3) feet to a structure. LPG tank must be secured. Valves and fittings must be listed for LPG.

4-604. ENFORCEMENT.

Enforcement of this code within the boundaries of the City shall be by the Code Enforcement Official(s) designated by the Director of Public Works. Prosecution of any violations of this code shall be in the Haysville Municipal Court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code. The City hereby authorizes the building official to enforce such rules and regulations as are necessary to carry out the purpose(s) of this Code.

4-605. VIOLATIONS AND PENALTIES.

Any person who shall violate the provision of this code or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be prosecuted as set forth as set forth above. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.
(Code 2011)

4-606. PENALTY CLAUSE NOT EXCLUSIVE.

The imposition of the penalties herein prescribed shall not preclude the City from instituting an appropriate action to restrain, correct, or abate a violation of this Article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by State law, this code, or this Article.
(Code 2011)

4-607. LIABILITY.

Requirements of this code and Article shall not be construed as imposing on the City, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.
(Code 2011)

4-608. SEVERABILITY.

If any part or parts of this Article shall be held to be invalid such invalidity shall not affect the validity of the remaining part of this Article.

(Code 2011)

ARTICLE 7.
DRAIN LAYERS

4-701. APPLICABILITY OF UNIFORM CODE. The Plumbing and Gas Fitting Code, incorporated in Article 6 of this chapter and all water, sewer, and wastewater regulations established in Chapter 15 of the Haysville Municipal Code shall be applicable to drain layers in the city.

(Code 1984; Ord. 651; Code 2003)

4-702. BOARD OF APPEALS; DRAIN LAYERS. In order to hear and decide appeals of orders, the decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the city. The building official shall be an ex officio member of and shall act as secretary to said board but shall have no vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

(Code 2003)

4-703. DRAIN LAYER INSPECTOR: AUTHORITY AND APPEALS. The duties for the drain layer inspector shall be as follows:

(a) There shall be designated a qualified officer or employee to be the drain layer inspector of the city for the purpose of this article. It shall be the duty of the drain layer inspector to inspect all drain laying done in the city for which a permit is required. He or she shall cooperate with the board of health of the county in performance of any duty imposed upon such board by the health laws of the city.

(b) The drain layer inspector shall keep a record of inspections made by him or her and in connection therewith a record of orders of approval or disapproval of any drain laying work. He or she shall inspect all buildings being erected, altered, or repaired with regard to drain laying therein to see that all drain laying work conforms to the plumbing regulations of the city. The inspector shall have power to reject any drain laying if the same is not done in accordance with such regulations. He or she shall be authorized to enter upon premises for all such purposes to perform the duty imposed upon him or her and to make application to a court of competent jurisdiction for an order authorizing such

entry if it shall be denied. The owner of any building, the drain laying of which has been rejected by the inspector and who may feel aggrieved respecting such order, may by agent or personally appeal to the board of appeals to have such order reviewed and the decision of that board can be appealed to the governing body for review. The decision of the governing body shall be final when the matter shall have been heard by it.

(Code 1971, Sec. 4-408; Code 1984; Code 2003)

4-704. INSPECTIONS. All inspection work required herein to be performed by any officer or employee of the city shall be charged at the rate established by the governing body. All such inspection fees and charges shall be paid to the office of the city clerk and credited to the city general operating fund. Re-inspection fees are as set out in Chapter 17.

(Code 1984; Code 2003)

4-705. RE-INSPECTION/NON-BUSINESS HOURS; FEE. The drain laying inspector shall make a thorough re-inspection of all drain laying whenever deemed advisable, within or on any building or premises within the city. When drain laying is found to be in a dangerous and unsafe condition and in noncompliance with this article, the person, firm, entity or corporation owning, using or operating the same shall be notified in writing and shall make the necessary repairs and changes required to place such drain laying in compliance with this article within the time specified in the notice. Upon failure to comply with the written notice, the drain laying inspector is hereby authorized to notify the utility company supplying water to such building or premises, to cease service and to hold such service off until instructed by the drain laying inspector that service may be restored. Re-inspection fees are as set out in Chapter 17.

(Code 1971, Sec. 4-215; Code 2003)

4-706. APPRENTICE DRAIN LAYERS. Apprentice drain layers shall be permitted to work when accompanied by and are under the control and supervision of a master or journeyman drain layer.

(Code 1984; Code 2003)

4-707. CERTIFICATE; RENEWAL. All drain layer certificates shall be renewable annually on January 1. Renewal fees shall be paid to the city clerk. Applicants for certificates not renewed within sixty (60) days must show proof of block certification before certificate is renewed. The fee shall be as set out in Chapter 17.

(Ord. 686; Code 2007)

4-708. INSURANCE REQUIREMENT. It shall be unlawful for any drain layer contractor to conduct business within the city unless such contractor first provides documentation in the nature of proof of insurance showing that such contractor is covered with liability insurance in the minimum amount of $500,000 with the city named as an additional insured. All such documentation shall state that the city shall be given at least thirty (30) days advanced written notice of any cancellation or material change in coverage of such insurance. If any person, firm, company, corporation or other entity shall conduct

business within the city without first procuring and maintaining insurance coverage in accordance with this section, such person, firm, company, corporation or other entity shall be deemed guilty of a misdemeanor and punished by fine and/or suspension or revocation of the contractor's license.

(Code 1984; Code 2003)

4-709. LICENSE: DRAIN LAYER. Any person engaging in or desiring to engage in the business of laying any private sewer or drain to be connected with the city sewer or private sewer in the city, or the repairing or relaying of any existing private sewer or drain in the city shall before obtaining any permit or transacting any business, procure a license from the city. A master drain layer certificate issued by a city of a larger class and in good standing shall be recognized by the city of Haysville. The license shall be renewable annually on January 1 by applying to the city clerk. No license shall be transferred from one person to another. Fees shall be paid to the city clerk. License or certificate fees shall be as stated in the approved schedule of fees. The fees shall be as set out in Chapter 17.

A drain layer's license may be issued to any person, firm, ~~copartnership~~copartnership, corporation or other entity in which at least one (1) active member or officer has been qualified as and has a master drain layer's certificate. A separate license shall be issued for each place where business is conducted.

(Ord. 395, Secs. 1:2; Code 1984; Code 2003; Code 2007)

4-710. SUSPENSION. The board of appeals is hereby authorized to cancel and recall, or suspend for a period not exceeding twelve (12) months, the certificate of any master or journeyman drain layer and the license of any master drain layer for any one of the following reasons:

(a) Abandonment of any contract without legal cause;

(b) Diversion of funds or property received for the performance or completion of a specific contract, and their application or use of any other contract, obligation or purpose, or the failure, neglect or refusal to use such funds or property for the performance or completion of such contract;

(c) Misrepresentation of any material fact by the applicant in obtaining his or her certificate;

(d) Failure without just cause to fully satisfy all claims for labor and/or materials used in the performance of any work for which he or she has been engaged and/or materials used in the performance of any work for which he or she has been engaged and for which he or she has been paid;

(e) Fraudulent use of his or her license to obtain permits for another;

(f) Wantonness, recklessness, carelessness or negligence in providing reasonable safety measures for the protection of workers and/or the general public;

(g) Unreasonable delay in the performance or the fulfilling of any contract;

(h) Failure, neglect or refusal to comply with any lawful order of the drain layer inspector;

(i) Failure, neglect or refusal to comply with all state, local and city laws relating to drain laying work

(j) Cancellation, recall, or suspension of a comparable certificate or license issued by another jurisdiction for any of the above described acts.

(Code 1971, Sec.4-320; Code 1984; Code 2003)

4-711. SUSPENSION; APPEAL. Should any master or journeyman drain layer feel that his or her certificate has been wrongfully canceled and recalled, or suspended as provided in section 4-710 hereof; or should any master drain layer feel that his or her license has been wrongfully canceled and recalled or suspended as provided in section 4-710, he or she may within ten (10) days from the date of such cancellation and recall or suspension appeal to the governing body by filing with the city clerk a written notice of appeal. The city clerk shall place the matter on the agenda of the governing body for the next regular meeting of the governing body. At the time of that meeting of the governing body, the appellant shall be given the opportunity for a full hearing. The governing body may in this section reverse, modify or affirm the existing cancellation and recall, or suspension.

Should there be no appeal as provided herein the existing cancellation and recall, or suspension shall be final and not appealable.

(Code 1971, Sec. 4-321; Code 1984; Code 2003)

4-712. ADVERTISING. (a) It shall be unlawful for any person, firm, company, corporation or other entity to advertise as a drain layer contractor unless, at the time such advertisement occurs, such person, firm, company, corporation or other entity has a then valid plumbing contractor's license.

(b) Any advertisement by such person, firm, company, corporation or other entity to advertise as a drain layer contractor which is placed or published in any publication or other print medium which is circulated, displayed or distributed within the city or which is placed upon vehicles or is broadcast by radio or television or any other means to persons within the city, shall include the full name of the licensed person, firm, company, corporation or other entity and the license number assigned by any office of any municipality having inspection control over any such person, firm, company, corporation or other entity.

(c) As used herein, the words "advertise" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, or any other printed or written material designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and meant to solicit business from such persons or any broadcast statement designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page telephone listings.

(Ord. 713; Code 2003)

4-713. FEES: GENERAL OPERATING FUND. All fees, permits, licenses, etc. required by this article shall be paid to the city clerk and shall be credited to the city general operating fund.

(Code 1971, Sec. 4-323; Code 1984; Code 2003)

4-714. PENALTY. Any person who shall within the city limits engage in or work at the trade of drain laying in violation of any provision of this article shall be fined in accordance with the general penalty provisions of section 1-121 of this code. Each day the violation is committed or continued shall constitute a separate offense.

(Code 1984; Code 2003)

ARTICLE 8.
MECHANICAL CODE

4-801. ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2012 EDITION.

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There is hereby adopted by reference by the City of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the International Mechanical Code, 2012 Edition, as published by the International Code Council, 5203 Leesburg Pike, Suite 708 Falls Church, Virginia, 22041, excluding appendix B, and sections 301.2, 301.3, 501.3.1.1, 802.8, and 1101.10, as such Mechanical Code was adopted and amended by Resolution # 106-2015 of the Board of County Commissioners of Sedgwick County, Kansas, of May 20, 2015, and such is hereby incorporated herein and made a part of this Code as though set forth at length herein, all as subsequently set forth within the Unified Building and Trade Code as adopted within Article 12 of this Chapter, including all fee schedules unless otherwise set forth within Chapter 17 of this Code. This Standard Code and all Amendments as set forth herein and within the aforementioned Resolution of the Sedgwick County Board of Commissioners, as subsequently incorporated into the Unified Building and Trade Code shall henceforth be known as the Mechanical Code of the City of Haysville.

4-802. AVAILABILITY OF COPIES.

One copy of said code along with the amendments set forth in that Resolution of the Sedgwick County Commission as described in 4-801 above, have been and are now filed in the office of the City Clerk and the said codes are hereby adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

4-803. AMENDMENTS.

Section 101.2 of the International Mechanical Code, as adopted by reference herein, shall be amended to read as follows: This Code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. This Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas equipment, fuel gas fired appliances and gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code. Exception: Detached one- and two- family dwellings not more than three stories high with separate means of egress and their accessory structures shall comply with the 2006 International Residential Code. Official publication of amendments shall be by

publication in the official codebook of the City of Haysville, pursuant to K.S.A. 12-3009, et seq.

4-804. VIOLATIONS AND PENALTIES.
Any person who shall violate the provision of this code or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be prosecuted as set forth in Section 108 et seq. of the International Mechanical Code as amended. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.
(Code 2011)

4-805. PENALTY CLAUSE NOT EXCLUSIVE.
The imposition of the penalties herein prescribed shall not preclude the City from instituting an appropriate action to restrain, correct, or abate a violation of this Article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by State law, this code, or this Article.
(Code 2011)

4-806. ENFORCEMENT.
Enforcement of this code within the boundaries of the City shall be by the Code Enforcement Official(s) designated by the Director of Public Works. Prosecution of any violations of this code shall be in the Haysville Municipal Court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code. The City hereby authorizes the building official to enforce such rules and regulations as are necessary to carry out the purpose(s) of this Code.

4-807. LIABILITY.
Requirements of this code and Article shall not be construed as imposing on the City, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.
(Code 2011)

4-808. SEVERABILITY.
If any part or parts of this Article shall be held to be invalid such invalidity shall not affect the validity of the remaining part of this Article.
(Code 2011)

ARTICLE 9.
PRIVATE SWIMMING POOLS

4-901. DEFINITIONS. For the purpose for this article, certain terms are herewith defined as follows:

(a) Private: Shall mean not open to the public, not publicly owned, or not otherwise regulated by the state of Kansas, either by statute, rule or regulation, or by the city.

(b) Swimming Pool shall mean any artificially constructed, permanent or portable pool capable of being used for swimming or bathing, having depth of two (2) feet or more at any point.

(Ord. 437, Sec.1; Code 2004)

4-902. PERMIT REQUIRED. It shall be unlawful to construct or establish a private swimming pool without having obtained a permit therefore in the manner hereinafter specified. The fee shall be as set out in Chapter 17.

(Ord. 437, Sec. 2; Code 2003; Code 2007)

4-903. APPLICATION FOR PERMIT; PLANS REQUIRED; APPROVAL. Application for construction on and maintenance of a private swimming pool shall be made to the building inspector by the owner of the property or by the contractor who is to construct the swimming pool. The application shall be accompanied by duplicate sets of plans, specifications and plot plans of the property. The plot plan shall also show the location, height and type of all existing fences or walls on the boundary line to the property, together with the type and height of such fencing or enclosure as may be required in this article. No permit for a private swimming pool shall be issued by the building inspector until the required plans, specifications and plot plans have been approved by the health office and such approval has been properly certified on the plans.

(Ord. 437, Sec. 3; Code 2003)

4-904. MATERIAL TO BE WATERPROOF; EASILY CLEANED. All materials used in the construction of a private swimming pool shall be waterproof and easily cleaned.

(Ord. 437, Sec.4; Code 2003)

4-905. CONSTRUCTION AND DESIGN GENERALLY. Construction and design of private swimming pools shall be such that they may be maintained and operated in compliance with existing health codes and regulations at all times.

(Ord. 437, Sec. 5; Code 2003)

4-906. RECIRCULATION, FILTRATION SYSTEMS REQUIRED. All private swimming pools shall be equipped with recirculation and filtration systems of such type and size as is deemed adequate by the health officer.

(Ord. 437, Sec. 6; Code 2003)

4-907. MAINTENANCE GENERALLY. The owner of every private swimming pool shall be responsible for maintaining the pool in good, sanitary condition, shall operate and maintain the pool in compliance with existing health codes and regulations, and shall prevent breaks in the pool or water from the pool overflowing onto adjacent public or private property.

(Ord. 437, Sec. 7; Code 2003)

4-908. SOURCE OF WATER SUPPLY. No source of water other than that secured from the city water distribution system or private well shall be used in private residential

swimming pools. Water shall not be taken directly from any fire hydrant without special permission from the Metropolitan Area Building and Construction Department Fire Chief and the public works director of the city.

(Ord. 437, Sec. 8; Code 2003)

4-909. BACKFLOW PROTECTION REQUIRED. All water inlet pipes shall be equipped with backflow protection.

(Ord. 437, Sec. 9; Code 2003)

4-910. DISCHARGE SYSTEM. All private swimming pools hereafter constructed within the city shall be provided with a nonpermanent drainage or connection or system to either a street or other drainage area, which shall be approved by the building inspector. In no way shall the term "other drainage area" be construed to mean a sanitary sewer.

(Ord. 437, Sec. 10; Code 2003)

4-911. COMPLIANCE WITH PLUMBING CODE. All pipings, drains and water purification equipment shall be installed in accordance with the provisions of the plumbing code of the city.

(Ord. 437, Sec.11; Code 2003)

4-912. LIGHTING. No artificial lighting shall be maintained or operated in connection with a private swimming pool in such a manner as to be a nuisance or annoyance to the neighborhood property.

(Ord. 437, Sec. 12; Code 2003)

4-913. COMPLIANCE WITH ELECTRICAL CODE. All electrical installations provided or installed in conjunction with private swimming pools shall be installed in conformance with the electrical code of the city.

(Ord. 437, Sec. 13; Code 2003)

4-914. LOCATION OF CURRENT CARRYING CONDUCTORS. Open current carrying conductors and service cables shall not pass over a swimming pool or within eighteen (18) feet of the edge of the pool, diving platform, observation stands or anchored rafts. Underground service shall have a minimum clearance of five (5) feet from any part of a swimming pool.

(Ord. 437, Sec. 14; Code 2003)

4-915. GROUNDING OF METAL FENCES, RAILING. All metal fences, enclosures or railing near or adjacent to private residential swimming pools which might become electrically alive as a result of contact with broken overhead conductors, or from any other cause, shall be effectively grounded.

(Ord. 437 Sec. 15; Code 2003)

4-916. LOCATION OF POOLS. Outside or open air private swimming pools shall be located not less than ten (10) feet from the side or rear property line and not less than

fifteen (15) feet from the property line on the street side of the corner lots. No pool shall be located closer than twenty (20) feet to the principal building on an adjoining lot nor closer than sixty (60) feet to the front property line.

(Ord. 437, Sec. 16; Code 2003)

4-917. ENCLOSURE OF POOLS. Every private swimming pool shall be completely surrounded by a fence or wall not less than four (4) feet in height which shall be of a type not readily climbed or broached by children. Except for gate and dwelling door openings, no pool enclosure shall have any opening that will allow a four (4) inch sphere to pass through. The gates shall be of a self-closing and latching type with the latch on the inside of the gate, not readily accessible for children to open except that the door of any dwelling which forms a part of the enclosure need not be so equipped.

Approved enclosures for private swimming pools are:

(a) Solid masonry fencing.

(b) Solid wood fencing with all cross beams or members on the inside.

(c) Chain link

(d) Ornamental iron.

(e) Any other type determined to meet the requirements of this section. This determination to be made by the board of appeals, as established by the Existing Building Code, as adopted by the city of Haysville, with the recommendation of the building inspector.

(f) In lieu of the fencing specified above, a swimming or working pool may be protected and enclosed, when not under the supervision of an adult, by means of a power safety cover meeting the most recent specifications approved by the American Society for Testing and Materials for swimming pool covers under the fixed designation standard F 1346 (ASTM F 1346). Spa pools may be protected by a locked spa pool cover.

(Ord. 437, Sec. 17; Code 2003, Ord. 877)

4-918. SAFETY EQUIPMENT REQUIRED. Each pool shall be furnished with safety equipment as required by the State Board of Health.

(Ord. 437, Sec. 18; Code 2003)

4-919. EXISTING POOLS. When it is deemed necessary by the building inspector or the health officer, the owner of any pool which existed prior to the effective date of this article shall make such alterations or changes as are necessary to remove any nuisance or hazard which might cause injury or harm to the public or to the person or persons that use it. The owner shall be allowed twenty (20) days from the date of written notification to begin required changes and shall show complete compliance on or before sixty (60) days.

(Ord. 437, Sec. 19; Code 2003)

4-920. PENALTY. Any person who violates, disobeys, omits, neglects or refuses to comply with the provisions of this article shall be fined not more than twenty-five dollars ($25) for each offense. Each day that a violation is continued shall constitute a separate offense.

(Ord. 437, Sec. 20; Code 2003)

ARTICLE 10.
UNDERGROUND SPRINKLER SYSTEMS

4-1001. PERMIT REQUIRED. It is unlawful to excavate, construct, or install an underground sprinkler (irrigation) system on public right-of-way located within the city and owned by or under control of the state of Kansas or any agency thereof without first obtaining a permit from the city.

(Ord. 687; Code 2003)

4-1002. APPLICATION FOR SPRINKLER PERMIT. (a) An application for a sprinkler permit shall be made on a form provided by the city and shall be accompanied by a drawing, plan or photograph of the proposed improvement. The application shall release the city, the Kansas Department of Transportation (KDOT), and any franchise holder of the city from and indemnify each of them against any and all damages which may be caused by reason of installation of such sprinkler system in the public right-of-way.

(b) Construction of such sprinkler systems shall comply with all applicable city codes and standards and with any other requirements prescribed by the city.

(c) No permit for any sprinkler system in any public right-of-way located along Broadway (U.S. Highway 81) shall be issued hereunder unless the application therefore is first reviewed and approved by the Kansas Department of Transportation. Any such application shall, when made by the owner of commercial or industrial property, be accompanied by a certificate of insurance naming the City of Haysville and the Kansas Department of Transportation as additional insured's.

(d) Each permit issued hereunder shall specify the location by address and shall authorize excavation, installation, and operation of the system in conformity with the approved plan, subject at all times to inspection by the city to determine compliance with city codes, standards and other requirements.

(e) Approval and disapproval of applications for permits hereunder shall be the responsibility of the public works director or his/her duly authorized designee.

(Ord. 687; Code 2003)

4-1003. PERMIT FEES. It shall be unlawful for any person, firm, company, corporation or other entity to do, or cause, or permit to be done, any underground sprinkler installation on any premises in the city without first obtaining a permit from the building inspector and paying fees according to Chapter 17.

(Ord. 687; Code 2003; Code 2007)

4-1004. RIGHT-OF-WAY. It is unlawful for any persons to operate or maintain an underground sprinkler (irrigation) system in any public right-of-way within the city in a

manner that creates unsafe conditions for vehicles driving on adjacent streets or highways. If any unsafe condition occurs, the city shall, in addition to other remedies available to it at law or in equity, have authority to:

(a) Order the owner or operator of the system to remove the system from the right-of-way or discontinue operating the system until it is repaired or the unsafe condition eliminated; or

(b) Cause the system to be repaired, removed or disconnected at the owner's/operator's expense when deemed necessary by the city to protect traffic safety or the public water supply.

(Ord. 687; Code 2003)

4-1005. PENALTY. Any person violating the provisions of this section shall be subject to prosecution in the Municipal Court of Haysville and, upon conviction, to the penalties provided under the Public Offense Code.
(Ord. 687; Code 2003)

4-1006. LIABILITY. The city shall not be liable to the owner/operator of any underground (irrigation) sprinkler system for any damage to that portion of such system located on public right-of-way when such damage is caused by or results in whole or in part from construction, reconstruction, repair or maintenance work, performed by city forces.

(Ord. 687; Code 2003)

ARTICLE 11.
FENCES, HEDGES, BUSHES, SHRUBBERY AND FOLIAGE

4-1101. CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF FENCES ON RESIDENTIAL LOTS. No fence located upon a residential lot, as defined in this article, shall be constructed, built, maintained, repaired, or replaced except as provided for by this article.

(Code 1984; Ord. 824; Code 2003)

4-1102 DEFINITIONS. As used in and for purposes of this article, the following terms shall have the meanings prescribed to them by this section.

(a) Residential lot: Shall mean any lot or parcel of real property located within any area zoned as "residential" within the corporate limits of the city.

(b) Corner lot: Shall mean any lot or parcel of real property

(1) Located within any area zoned as "residential" within the corporate limits of the city;

(2) Situated on a controlled or uncontrolled intersection of two (2) streets;

(3) Featuring a yard or similar open area, designated as the "front yard" situated between the principal structure located upon said lot or parcel in the street abutting said yard or open space from which said structure is assigned its street address; and

(4) Featuring another yard or similar open area designated as the "abutting yard" situated between the principal structure and abutting street from which said principal structure does not receive its street address.

(c) Principal Structure: Means a dwelling or place of abode designed for residential purpose and located upon a residential lot.

(d) Controlled Intersection: Shall mean any intersection of two streets, the traffic right-of-way of which is assigned by a stop sign, yield sign, or other traffic sign or signal.

(e) Uncontrolled Intersections: Shall mean any intersection of two (2) streets, the traffic right-of-way of which is not assigned by a stop sign, yield sign, or other traffic sign or signal.

(f) Sight triangle: Shall mean a triangular area bounded on one side (side "a" on the figure 1) by an unmarked line measured from the midpoint of the intersection and extending ninety (90) feet, bounded further on adjacent side (side "b" on the attached figure 1) by an unmarked line measured from the midpoint of the intersection and extending ninety (90) feet, and bounded further on the final side (side "c" on the attached figure 1) by an unmarked line joining the unmarked line extending from the midpoint of the intersection. The public works director shall determine, upon request, the location of any sight triangle.

(g) Enforcement Officer: For purposes of the article, the term "enforcement officer" shall mean the Public Works Director of the City, and any employee of the city designated by the Public Works Director to enforce the provisions of this article.

(Ord. 824; Code 2003)

4-1103. MAXIMUM HEIGHT OF FENCES. No fence constructed, built, maintained, repaired, or replaced upon a residential lot shall exceed the maximum height established and prescribed by this section.

(a) Fences outside sight triangles. No fence located upon a residential lot and outside the boundaries of the applicable sight triangle shall exceed six (6) feet in height.

(b) Fences encroaching sight triangles. No fence any portion of which is located within the applicable sight triangle shall exceed three (3) feet in height as measured from the highest curb located within the sight triangle to finish height of said fence. The enforcing officer shall verify that any such fence complies with all provisions of this article.

(c) Fences extending into front plane of principal structure; The height of any fence located upon a residential lot which extends beyond the front plane of the principal structure, shall decrease, within a linearly measured distance of no more than eight (8) feet, from a maximum height of six (6) feet to a height of three (3) feet as applied to fence described in section 4-1106(a)(1) of this article, or four (4) feet as applied to the fence described in section 4-1106(a)(2-5) of this article.

(d) Fences extending into any abutting front yard setback may be allowed to be six (6) foot in height, to the property line, as long as there is no obstruction to any street intersection and/or sight triangle as described in this article.

(Ord. 824; Code 2003, Code 2005)

4-1104. ENCROACHMENTS UPON STREET RIGHTS-OF-WAY PROHIBITED. No portion of any fence shall be built upon or otherwise extend onto or encroach upon any street right-of-way.

(Ord. 824; Code 2003)

4-1105. ENCROACHMENTS UPON UTILITY AND OTHER PUBLIC EASEMENTS RESTRICTED; REMOVAL OF ENCROACHMENTS. No fence or portion thereof shall be located in any manner upon or within a utility or other public easement unless there is also located within the length of the fence located upon or within said easement at least one (1) gate of at least eight (8) feet in width. Any such fence or portion of a fence shall also afford working clearance of at least four (4) feet around any utility appurtenance including, but not limited to, pad mounted transformers, utility boxes or manholes, which may require access by any utility provider or persons or entities acting on their behalf. Not withstanding any other provision of this section, any fence located upon utility or other public easements shall be dismantled or reassembled at the expense of the owner whenever the city or any duly franchised utility under the auspices of the city shall request the fence to be dismantled. In the event an emergency occurs and the owner of such fence cannot be immediately located, the city is hereby authorized to immediately dismantle such fence.

(Ord. 668; Ord. 824; Code 2003)

4-1106. FENCE MATERIALS; CERTAIN FEATURES AND MATERIALS PROHIBITED.

(a) Permitted fencing material. Fences located upon residential lots may be constructed of:

(1) Wood fence boards such that all portions of the fence are completely solid or no more than fifty percent open;

(2) Ornamental iron, except that any decorative tops are subject to the approval of the enforcing officer, and except that no fence constructed of ornamental iron may be less than five (5) feet in height;

(3) Woven wire or chain link;

(4) Nylon, plastic or PVC material, provided such materials are designed for use as fencing, and no open space in fence constructed of such materials exceeds three fourths (3/4) of an inch; or

(5) Masonry materials or concrete poured or placed in such fashion as to meet fence design requirements.

(b) Prohibited features in materials. No fence or portion thereof shall be constructed of metal panels or carry any electrical charge. No fence or portion thereof located on a residential lot shall contain any barbed wire or single barbs.

(Ord. 824; Code 2003)

4-1107. DANGEROUS FENCES PROHIBITED. No fence shall be constructed or maintained, or be designed, in such manner as to present a danger or hazard to any person or animal.

(Ord. 824; Code 2003)

4-1108. APPLICATIONS, SITE PLANS AND PERMITS AND FEES THEREFOR.

(a) Applications and Permits. Any person or entity intending to construct a new fence on a residential lot or to replace twenty five percent (25%) of the total linear feet of any existing fence shall, before commencing said work, make application to the enforcing officer for a permit authorizing the work. Such applications shall be made on forms provided and approved by enforcing officer and shall be accompanied by an application fee as set out in the approved schedule of fees, and no permit shall be issued until said fees are tendered and paid in full. Fees are pursuant to Chapter 17 of this code.

(b) Plans Required. All applications for fence permits shall be accompanied by a detailed site plan, to be completed by the person or entity seeking the permit, upon which shall be accurately depicted the location of the principal structure, proposed fence, all utilities serving the principal structure or located upon the residential lot, all utility easements located upon the residential lot, all setbacks affecting said lot and all rights-of-way and property lines of said lot.

(c) License Required. Any person or entity the services of which an applicant for a fence permit intends to procure to construct a fence shall hold any current valid trade, professional, business or contractor's license as may be required by provision of the city code of the city or other applicable law unless such person or entity is related by blood to the applicant and will not receive any type of compensation, whether monetary, in-kind, or in the form of goods or services, for said work.

(d) Review and Issuance; Reasons For Denial. The enforcing officer shall receive and review all applications required by this section and shall ensure that all proposed fences comply with the provisions of this article and any other applicable laws. The enforcing officer shall complete said review no later than two (2) full business days following receipt of an application; the computation of said period shall not include the day the application is received. In the event the enforcing officer denies an application, officer shall state in writing and with particularity the reason for said denial..

(Ord. 824; Code 2003; Code 2007)

4-1109. COMPLAINTS; INQUIRY AND INSPECTION. The enforcing officer shall make inquiry and conduct inspections of property or premises upon receiving a written complaint or complaints signed by two or more persons stating a violation of this article exists and describing the same and its location; upon receiving information that a violation of this article may exist from any governmental entity, official, officer or employee; or when it appears to the enforcing officer that conditions constituting a violation exist. The enforcing officer shall, upon making inspection and inquiry, make immediate written report of such officer's findings to the governing body.

(Ord. 824; Code 2003)

4-1110. RIGHT OF ENTRY. The enforcing officer has the right of access and entry upon any public or private property, at any reasonable time to make inquiry and inspection to determine if a violation of this article exists, and to effect any other purpose of this article. The enforcing officer may also make application to any court of competent jurisdiction

for an order granting access and/or entry upon any public or private property in the event such access or entry is denied.

(Ord. 824; Code 2003)

4-1111. NOTICE OF VIOLATION. Any person or entity found by the enforcing officer to be in violation of any provision of this article shall be served written notice of such violation. The city clerk shall cause notice to be served by certified mail, return receipt requested, or by personal service or, in the event the property or premises is unoccupied and the owner thereof does not reside within the corporate limits of the city by mailing such notice by certified mail, return receipt requested, to the owner's last known address.

(Ord. 824; Code 2003)

4-1112. SAME; CONTENTS. The notice shall describe in writing the conditions constituting a violation of this article. The notice shall also inform the person or entity receiving such notice that: (a) Such person or entity shall have such time, to be specified in the notice and not to exceed ten (10) days from the date specified in the notice, to remove and abate the violation from the property or premises;

(b) Such person or entity may, within the time specified in the notice and not to exceed the date specified therein within which said removal and abatement is required, request a hearing before the governing body as provided by section 4-1115 of this article.

(c) Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the enforcing officer before the governing body; and

(d) Failure to remove and abate the violation, or to request a hearing as provided herein, within the time allowed may result in prosecution as provided by section 4-1113 and/or removal and abatement of the violation by the city as provided by section 4-1114 of this article.

(Ord. 824; Code 2003)

4-1113. FAILURE TO COMPLY; PENALTY. Should the person or entity receiving the notice provided for in sections 4-1111 and 4-1112 of this article fail to comply with such notice, or to request a hearing, the enforcing officer may file a complaint in the municipal court of the city against such person or entity alleging a violation of this article. Upon conviction of the violation of this article, such person or entity shall be fined in an amount not to exceed one-hundred dollars ($100) or be imprisoned not to exceed thirty (30) days or be both fined and imprisoned. Each day during or upon which a violation occurs or continues after notice has been served as provided in sections 4-1111 and 4-1112 shall constitute an additional or separate offense.

(Ord. 824; Code 2003)

4-1114. ABATEMENT BY CITY; PROCEDURE. In the event a person or entity to whom notice has been served pursuant to sections 4-1111 and 4-1112 of this article fails to remove or abate the conditions constituting the violation, or to request a hearing before the governing body within the period specified in section 4-1112 of this article, the enforcing officer may seek to abate the alleged violation and such election may be in

addition to, or an alternative to, prosecution and shall not preclude prosecution. In the event the enforcing officer makes such election to remove and abate, such officer shall proceed in the manner prescribed by this section, as follows:

(a) The enforcing officer shall present a resolution to the governing body for its consideration and authorizing such officer to abate or cause to have abated the conditions constituting the violation at the end of ten (10) days following passage of the resolution by the governing body. The resolution shall further provide that the costs incurred by the city to remove and abate the violation shall be charged against the lot or parcel upon which the violation was located as provided in section 4-1118 of this article.

(b) In the event the governing body adopts and passes the resolution, the enforcing officer shall cause a copy of said resolution to be served upon the person or entity violating this article and the owner of said lot or parcel. Service shall be effected by personal service or certified mail, return receipt requested.

(c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the enforcing officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.

(d) Should the person or entity upon which service is attempted refuse to take delivery and return is made to the city indicating such refusal, the city clerk shall send to such person or entity, by first class mail, the notice previously sent and receipt by such person or entity shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

(Ord. 824; Code 2003)

4-1115. HEARING. If a hearing is requested in a writing received by the governing body within the time period prescribed by section 4-1112 of this article, the governing body shall conduct a hearing as soon as may be practicable and the person or entity receiving notice shall be advised by the city clerk of the time and place of the hearing at least five (5) days in advance thereof. Failure to make a timely request for a hearing shall constitute a wavier of the person's right to contest to findings of the enforcing officer before the governing body.

(a) On the date fixed for hearing or any adjournment or continuation thereof, the governing body shall hear all evidence submitted by the person to whom notice of the violation was issued, and all evidence submitted by the city. Upon hearing such evidence, the governing body shall make findings by resolution. The hearing provided for in this section need not be conducted according to formal rules of evidence.

(b) If, after notice and hearing as provided for in this article, and upon hearing the evidence provided for in subsection a of this section, the governing body determines that a violation exists, it shall set forth in writing in the form of a resolution its findings of facts supporting such determination. The resolution shall also fix a reasonable period of time, to be determined by the governing body, within which the abatement of the violation shall be commenced, and a statement that if the person upon whom notice of the violation was served fails to commence said removal and abatement within the time

period established by the resolution, or fails to diligently prosecute and pursue the same until the work is completed, the governing body shall cause the violation to be abated. The resolution provided for in this section shall be published once in the official city newspaper and the city clerk shall mail a copy of the resolution to the person or entity, and owner, in the same manner as provided for in section 4-1111 and 4-1112.

(Ord. 824; Code 2003)

4-1116. AUTHORIZATION TO CONTRACT FOR SERVICES. If the person, entity or owner fails to remove and abate the violation as provided for in this article, and it becomes necessary for the enforcing officer to remove and abate such violation, such officer is hereby authorized to contract for and obtain such services and equipment, public or private, the officer deems necessary and appropriate to complete the tasks enumerated herein, and the enforcing officer shall adhere to and comply with all applicable laws, regulations, ordinances and city policies concerning procurement of services and equipment.

(Ord. 824; Code 2003)

4-1117. SITE TO BE MADE SAFE. Upon removal and abatement of any violation pursuant to this article or otherwise, the person, entity or owner shall take any and all action necessary to leave the premises in a safe condition. In the event the owner fails to take such actions as are prescribed by this section, the enforcing officer may proceed to make the site safe.

(Ord. 824; Code 2003)

4-1118. ASSESSMENT, FUNDING AND PAYMENT OF COSTS. (a) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to this article shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, service and/or mailing of notices, and publication of notices, required by this article. The city clerk shall immediately cause the reportings and accountings required by this section to be entered in the appropriate city record and shall report the same to the governing body.

(b) The city clerk shall, within ten (10) days of the receipt of the enforcing officer's report of costs, give notice by restricted mail to the owner of the costs to be reported by subsection a of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of the notice. Should the owner refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, by first class mail, the notice previously sent and receipt by the owner shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

(c) Should the cost remain unpaid after thirty (30) days of the receipt of the notice by the owner, the city clerk may sell any salvage from the removal and abatement process and apply the proceeds of such sale to pay said costs. Any proceeds received which

exceed said costs shall be remitted to the owner within thirty (30) days of conclusion of the sale.

(d) Should the proceeds of any sale held pursuant to section 4-1118(c) be insufficient to cover said costs, or if there exists no salvage, the city clerk shall, at the time required by law for the certification of other city taxes, certify the unpaid portion of said costs in conformance with State law for extensions of the same on the city tax rolls against the property upon which the structure was located.

(Ord. 824; Code 2003)

4-1119. DISPOSITION OF MONEYS RECEIVED. When and if paid, all moneys received for special assessments levied under the provision of this article shall be credited to the general fund of the city.

(Ord. 824; Code 2003)

4-1120. IMMEDIATE HAZARD. When in the governing body's opinion any fence in violation of this article is in such condition as to constitute an immediate hazard requiring immediate action to protect the public or adjacent property, the governing body may direct the enforcing officer to take immediate action, without delay, to protect the safety of persons and properties including, but not limited to, the erection of barricades; causing the property upon which the fence is located to be vacated, or causing the fence to be taken down, repaired, shored or otherwise made safe. Such action by the governing body and enforcing officer may be taken without prior notice or hearing of the owners, agents, lien holders, occupants, or other parties in interest. The costs of any action under this section shall be reported and documented, notice of costs shall be afforded, and the costs shall be assessed, in the same manner as provided in section 4-1111 of this article.

(Ord. 824; Code 2003)

4-1121. NOTICE TO OWNER. Notwithstanding any other provision of this article or of law, any and all notices required by this article shall also be served upon the owner of the premises or property upon which there exists a nuisance.

(Ord. 824)

4-1122. APPLICATION OF ARTICLE TO EXISTING NONCONFORMING FENCES. The provisions of this article shall not apply to any fence existing on the effective date of this article. The provisions of this article shall apply, however, to any such fence in the event any portion of said fence consisting of twenty five percent (25%) or more of the total linear feet of said nonconforming fence is repaired or replaced in any twelve (12) month period.

(Ord. 824; Code 2003)

4-1123. VARIANCES AND EXCEPTIONS. Any person or entity desiring to construct a fence which does not comply with the provisions of this article shall apply in writing, on forms provided by the city, to the board of appeals as established by the city building code. All applications for variances shall clearly state the reason(s) for which the variance is requested. Further, variance requests from the height provisions and

restrictions shall further be accompanied by a stamped set of engineering plans that conclusively demonstrate that the proposed construction shall not pose a danger to persons, vehicular traffic, and the public at large and further that the proposed construction is architecturally and structurally sound and safe. In addition, a fee of one-hundred dollars ($100.00) shall accompany applications for variance from the height provisions and restrictions. No variances from height provisions and restrictions shall be granted allowing the height of a fence to exceed eight (8) feet. The application for variance shall be delivered to the city who shall deliver the same to the board of appeals. The board of appeals shall convene a hearing to consider the application as soon as may be practicable, but in no event shall such hearing be scheduled later than ten (10) business days following the city's receipt of the application unless the applicant waives the ten (10) day period and agrees to scheduling a hearing at a later time. Upon convening the hearing, the board shall consider any evidence the applicant may offer to support the application and any evidence the city may have in support of or opposition to the application. The board may adjourn the hearing from time to time and from place to place as it may deem necessary. No later then ten (10) days following the conclusion of the hearing, the board shall make written findings concerning the application and a written determination thereof.

(Ord. 824; Ord. 824-A; Ord. 824-B; Code 2003)

4-1124. BUSHES, SHRUBBERY, HEDGES; OTHER FOLIAGE. Except where such provisions and restrictions are by their very nature impractical or inapplicable, the provisions and restrictions of this article shall apply with equal force to the height of bushes, shrubbery, hedges and other foliage located within the corporate limits of the city and to the abatement or removal of bushes, shrubbery, hedges and other foliage that do not comply with said provisions and restrictions.

(Ord. 824; Code 2003)

4-1125. SEVERABILITY. In the event any section or part of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining sections or provisions and such remaining sections or provisions shall remain valid and enforceable.

(Ord. 824; Code 2003)

4-1126. PENALTY. (a) It shall be unlawful for any person, firm, company, corporation or other entity to erect, construct, use, enlarge, alter, repair, move, convert, demolish, maintain, or grow any fence, bush, shrubbery, hedge or other foliage, or cause or permit the same to be done in violation of the requirements and restrictions in this chapter. Any fence, as described in this article, shall not be constructed prior to the issuance of a permit and submittal of any required documents or site plan.

(b) The fine for such violation shall be a minimum of fifty dollars ($50) or double the permit fee, whichever is greater. The payment of such penalty shall not exempt any person, firm, or corporation from compliance with all other provisions of this code or any other code, nor from any penalty prescribed by law. It shall be the responsibility of the offender to abate the violation as expeditiously as possible.

(Code 1971, Sec. 4-112; Code 1984; Ord. 807; Code 2003)

ARTICLE 12.

ARTICLE 12

WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE AS ADOPTED BY THAT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, OF NOVEMBER, 21, 2012 ADOPTING SAME, except the following: Article 2, Section 5; Article 2, Section 6; Article 2, Section 8; Article 3, Section A; Article 4, Section A; Article 4, Section 1; Article 4, Section 5; Article 4, Section 6; Article 4, Section 7; Article 5, Section A; Article 5, Section 1, provisions 5.1.290 through 5.1.390; Article 5, Section 2; and Article 5, Section 3, and all provisions that are described within such Code as only applying within the jurisdiction of the City of Wichita..

4-1201. ADOPTION OF WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE AS ADOPTED BY THAT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, OF NOVEMBER, 21, 2012, WITH CERTAIN ADDITIONS AND DELETIONS.

All such amendments set forth in that Resolution of the Board of County Commissioners of Sedgwick County, Kansas, of November, 21, 2012, adopting The Wichita-Sedgwick County Unified Building and Trade Code, to be made effective January 1, 2013, are hereby adopted as the Wichita-Sedgwick County Unified Building and Trade Code, unless otherwise noted within Chapter 4 of this Code, and all fee schedules included within the Wichita-Sedgwick County Unified Building and Trade Code, unless otherwise set forth within Chapter 17 of this Code, are hereby adopted and by reference incorporated herein and made a part of this Code as though set forth at length herein, and shall be referred to herein as the "amendments" to the above adopted standardized codes. Subsequent amendments to the Unified Building and Trade Code adopted by Resolution of the Board of County Commission are hereby incorporated herein. For purposes of application within the City of Haysville, all references within the Wichita-Sedgwick County Unified Building and Trade Code to the Metropolitan Area Building and Construction Department, or the MABCD, as a contact agency/agent, or enforcement agency/agent shall be understood to be referring to the Code Enforcement official designated by the Public Works Director of the City of Haysville.

4-1202. AVAILABILITY OF COPIES.

One copy of said code of amendments as set forth in 4-1301 above, have been and are now filed in the office of the City Clerk and the said code is adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq. Official publication of amendments is by publication in the official codebook of the City of Haysville, pursuant to K.S.A. 12-741, et seq., and 12-3009, et seq. as applicable.

4-1203. CITATIONS TO THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING CODE.

For purposes of notice of violation set forth upon citations, the Wichita-Sedgwick County Unified Building and Trade Code shall be cited to the Ordinance Adopting the Haysville Municipal Code and the specific sections included within the Wichita-Sedgwick County Unified Building and Trade Code or to the specific sections set forth within the applicable Standardized Code as set forth within Chapter 4, whichever is applicable.

4-1204. ENFORCEMENT.

Enforcement of this code within the boundaries of the City shall be by the Code Enforcement Official(s) designated by the Director of Public Works. Prosecution of any violations of this code shall be in the Haysville Municipal Court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code. The City hereby authorizes the building official to enforce such rules and regulations as are necessary to carry out the purpose(s) of this Code.

4-1205. VIOLATIONS AND PENALTIES.

Any person who shall violate the provision of this code or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be prosecuted as set forth as set forth above. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.

(Code 2011)

4-1206. PENALTY CLAUSE NOT EXCLUSIVE.

The imposition of the penalties herein prescribed shall not preclude the City from instituting an appropriate action to restrain, correct, or abate a violation of this Article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by State law, this code, or this Article.

(Code 2011)

4-1207. LIABILITY.

Requirements of this code and Article shall not be construed as imposing on the City, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.

(Code 2011)

4-1208. SEVERABILITY.

In the event any section or part of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining sections or provisions and such remaining sections or provisions shall remain valid and enforceable.

ARTICLE 13.
DEMOLITION AND SITE CLEARANCE

4-1301. COMPLIANCE.

Any person, business or other entity demolishing, razing or removing and building or structure within the city limits of Haysville, Kansas, shall comply with the requirements of this ordinance.

4-1302. PERMIT.

No buildings or structure shall be demolished or razed from or upon any premises without first obtaining from the City of Haysville a permit pursuant to Section 4-103 of the Haysville Building Code. Notwithstanding the foregoing, if the building or structure to be demolished is less than 100 square feet in size, no permit shall be required.

4-1303. PRIOR TO OBTAININING A PERMIT.

Prior to obtaining a permit, all public utilities shall be disconnected. The owner shall cause the sewer line to the building or structure to be capped and such capping shall be inspected and approved by the city. All such sewer lines shall be capped in an approved manner at a point between the connections to the sewer main and five (5) feet inside the property line nearest the sewer main where the building sewer connects. The owner shall cause all other utility services to be totally disconnected from the building or structure to be demolished prior to demolition. All power, gas and water lines shall be disconnected and capped by a representative of the utility provider. The city shall inspect and approve all disconnects prior to issuing the demolition permit.

4-1304. PROTECTION OF THE GENERAL PUBLIC.

When a building or structure to be demolished is adjacent to a public street or right of way, the owner or his authorized representative shall afford protection to the general public as may be required by other provisions of the Haysville Building Code or as appropriate to ensure public safety.

4-1305. PROTECTION OF ADJACENT PRIVATE PROPERTY.

Adequate protection of any adjacent property shall be provided and maintained during the demolition of any structure.

4-1306. REMOVAL AND SITE CLEARANCE REQUIREMENTS.

The following requirements will be met during and after the razing or demolition of any structure: in wrecking, demolishing, or razing of any structure, the work shall begin at the top thereof. Each story shall be completely razed or demolished, and materials therefrom completely removed before work on the next lower story is started. In those instances where demolishing of an unusual structure or building is undertaken or unusual circumstances exist, the city building inspector may by special permit in writing authorize deviation from the standard regulations for demolition in the interest of public safety and welfare. When the building has been wrecked, demolished, razed, removed from the site, or destroyed by fire, flood, or storm and no permit for new construction has been approved by the building official, the lot shall be filled, graded and maintained in conformity with the established street grades at curb level. No combustible material shall be used to fill any basement or excavation. Crawl space foundation walls shall be razed to at least (6) inches below final grade. Basement foundations shall be broken up and may be used to partially fill the basement. The top six (6) inches to finished grade on any type of foundation shall be fine dirt, free of large rocks and vegetation. All fill materials shall be compacted. The lot shall be maintained free from accumulation of rubbish and any unsafe or hazardous conditions dangerous to the life or health of the public. In event that a permit is issued for new construction, all excavation which is not completely filled shall be fenced with fencing adequate for the safety of the public.

4-1307. PENALTIES.

The building inspector, or other official authorized by the Director of Public Works may file a complaint in the municipal court of the city against any person that violates, neglects or refuses to comply with any provision of the code and upon conviction thereof be fined in a sum of $100.00 for each offense. Each day that a violation is committed or continues to exist shall constitute a separate offense.

4-1308. ABATEMENT.

In addition to or as an alternative to any penalties as provided for in this Section, The city, upon a determination by the governing body after an opportunity for a hearing as hereinafter provided with the applicant for the demolition permit and the landowner that a violation of this ordinance has occurred, may go upon the property to abate and bring the property into compliance with the requirements of this ordinance and assess the costs thereof against the property. The governing body upon receiving a written report from the building inspector or other public officer of a violation of the terms of this ordinance shall by resolution fix a time and place at which the owner, the owner's agent and any lienholder of record may appear and show cause regarding any such violations and why the city should not correct or abate the

condition with all costs assessed to the landowner. The resolution setting forth said hearing shall be published once a week for two consecutive weeks on the same day of each week. At least 30 days shall elapse between the last publication and the date set for the hearing. A copy of the resolution shall be mailed by certified mail within three days after its first publication to each owner, agent, lienholder and occupant at the last known place of residence. If, after notice and hearing, the governing body determines that a violation of the ordinance has occurred, it shall state in writing its findings of fact on support of such determination and shall cause a resolution of its findings to be published once in the official city newspaper and a copy mailed to the owners, agents and lienholders of record in the same manner provided for the notice of hearing. The resolution shall fix a reasonable time within violation shall be corrected and a statement that if the owner of such property fails to commence the corrective work within the time stated of fails to diligently prosecute the same until the work is complete, the governing body will cause the demolition and property to be brought into compliance with the ordinance.

4-1309. APPEALS.

Any person affected by any determination of the governing body under this Section may appeal such determination in the manner provided by K.S.A. 60-2101.

4-1310. ASSESSMENT OF COSTS.

The cost to the city of any removal or demolition including making the site safe and in compliance with this ordinance shall be reported to the city clerk. The city shall give notice to the owner of the property by registered mail of the cost of removing the structure and making the premises safe and secure. The notice shall also state that payment of the cost is due and payable within 30 days following receipt of the notice. If the costs remain unpaid after 30 days following receipt of notice, the city clerk may sell any salvage from the structure and apply the proceeds or any necessary portion thereof to pay the cost of removing the structure and making the site safe. Any proceeds in excess of that required to recover the costs shall be paid to the owner of the premises upon which the structure was located. If the proceeds of the sale of salvage are insufficient to recover the cost, or if there is no salvage, the city clerk shall, at the time of certifying other city taxes, certify the unpaid portion of the costs to the county clerk who shall extend the same on the tax roll of the county.
(Code 2019)

ARTICLE 11.
FENCES~~, HEDGES, BUSHES, SHRUBBERY AND FOLIAGE~~

4-1101. CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF FENCES ~~ON RESIDENTIAL LOTS~~; PERMIT REQUIRED.

(a) No fence ~~located upon a residential lot, as defined in this article,~~ shall be constructed, built, maintained, repaired, or replaced except as provided for by this article.

(b) No person shall erect, construct, reconstruct or replace any fence without first obtaining a permit from the city, provided, that no permit shall be required for maintenance of a fence, including minor replacement of components, nor for construction of fence within the City by the City upon City owned property, easements, or reserves. In the case of a fence to be erected, constructed, reconstructed or replaced within a platted or dedicated public drainage or utility easement, such permit shall include an express disclaimer of liability for damage caused by city agents in connection with maintenance or inspection of such easement or any public improvements located thereon. Additionally, applicable city building and construction code regulations must be met for all fences:

(1) Greater than 6' in height;

(2) Constructed with concrete or masonry materials; or

(3) Determined by the building inspector to create specific safety concerns.

(Code 1984; Ord. 824; Code 2003; Code 2019)

4-1102 ~~———~~DEFINITIONS. As used in and for purposes of this article, the following terms shall have the meanings prescribed to them by this section. All other items, not specifically defined herein, shall be defined in conformance with the Zoning Code of this City.

~~(a) Residential lot: Shall mean any lot or parcel of real property located within any area zoned as "residential" within the corporate limits of the city.~~

(a~~b~~) Corner lot: Shall mean any lot or parcel of real property that meets all of the following:

~~(1) Located within any area zoned as "residential" within the corporate limits of the city;~~

(2) Situated on a controlled or uncontrolled intersection of two (2) streets;

(3) Featuring a yard or similar open area, designated as the "front yard" situated between the principal structure located upon said lot or parcel in the street abutting said yard or open space from which said structure is assigned its street address; and

(4) Featuring another yard or similar open area designated as the "abutting yard" situated between the principal structure and abutting street from which said principal structure does not receive its street address.

(b~~g~~) Enforcement Officer: For purposes of the article, the term "enforcement officer" shall mean the Public Works Director of the City, and any employee of the city designated by the Public Works Director to enforce the provisions of this article.

(c) Fence: A freestanding structure composed of metal, masonry, glass, concrete or wood, natural vegetation, or any combination thereof, resting on or partially buried

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in the ground and rising above ground level, and used for confinement, screening, landscaping, or partition purposes.

(d) Intersections:

(1) Controlled Intersection: Shall mean any intersection of two streets, the traffic right-of-way of which is assigned by a stop sign, yield sign, or other traffic sign or signal.

(2) Uncontrolled Intersections: Shall mean any intersection of two (2) streets, the traffic right-of-way of which is not assigned by a stop sign, yield sign, or other traffic sign or signal.

(ee) Principal Use or Structure: ~~Means a dwelling or place of abode designed for residential purpose and located upon a residential lot.~~The main use of land or structures as distinguished from a subordinate or accessory use.

~~(d)Controlled Intersection: Shall mean any intersection of two streets, the traffic right-of-way of which is assigned by a stop sign, yield sign, or other traffic sign or signal.~~

~~(e) Uncontrolled Intersections: Shall mean any intersection of two (2) streets, the traffic right-of-way of which is not assigned by a stop sign, yield sign, or other traffic sign or signal.~~

(ea) Residential lot: Shall mean any lot or parcel of real property located within any area zoned as "residential" within the corporate limits of the city.

~~(f) Sight triangle: Shall mean a triangular area bounded on one side (side "a" on the figure 1) by an unmarked line measured from the midpoint of the intersection and extending ninety (90) feet, bounded further on adjacent side (side "b" on the attached figure 1) by an unmarked line measured from the midpoint of the intersection and extending ninety (90) feet, and bounded further on the final side (side "c" on the attached figure 1) by an unmarked line joining the unmarked line extending from the midpoint of the intersection. The public works director shall determine, upon request, the location of any sight triangle.~~

~~(g) Enforcement Officer: For purposes of the article, the term "enforcement officer" shall mean the Public Works Director of the City, and any employee of the city designated by the Public Works Director to enforce the provisions of this article.~~

(Ord. 824; Code 2003; Code 2019)

4-1103. MAXIMUM HEIGHT OF FENCES. No fence constructed, built, maintained, repaired, or replaced upon a ~~residential~~ lot shall exceed the maximum height established and prescribed by this section.

(a) Fences outside sight triangles. No fence located upon a ~~residential~~ lot and outside the boundaries of the applicable sight triangle shall exceed:

(1) ~~s~~Six (6) feet in height in residentially zoned districts;~~.~~

(2) Eight (8) feet in height in commercially zoned districts;

(3) Ten (10) feet in height in industrially zoned districts; or

(4) As permitted within a final PUD.

(b) Fences encroaching sight triangles. No fence, any portion of which is located within the applicable sight triangle, shall exceed three (3) feet in height as measured from the highest curb located within the sight triangle to the finish height of said fence. The enforcing officer shall verify that any such fence complies with all provisions of

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this article. In areas without curbs, the enforcement officer may measure from the low edge of the road.

(c) Fences extending into the front plane of a principal structure~~; The height of any fence located upon~~ on a residential lot which extends beyond the front plane of the principal structure, shall decrease, within a linearly measured distance of no more than eight (8) feet, from a maximum height of six (6) feet to a height of three (3) feet as applied to fence described in section 4-1106(a)(1) of this article, or four (4) feet as applied to the fence described in section 4-1106(a)(2-5) of this article.

~~(d)~~ (d) Fences extending into any abutting front yard setback on a residential lot may be allowed to be six (6) foot in height, to the property line, as long as there is no obstruction to any street intersection and/or sight triangle as described in this article.

~~(d)~~

(Ord. 824; Code 2003, Code 2005; Code 2019)

4-1104. ENCROACHMENTS UPON STREET RIGHTS-OF-WAY PROHIBITED. No portion of any fence shall be built upon or otherwise extend onto or encroach upon any street right-of-way.

(Ord. 824; Code 2003)

4-1105. ENCROACHMENTS UPON UTILITY AND OTHER PUBLIC EASEMENTS RESTRICTED; REMOVAL OF ENCROACHMENTS. No fence or portion thereof shall be located in any manner upon or within a utility or other public easement unless there is also located within the length of the fence located upon or within said easement at least one (1) gate of at least eight (8) feet in width. Any such fence or portion of a fence shall also afford working clearance of at least four (4) feet around any utility appurtenance including, but not limited to, pad mounted transformers, utility boxes or manholes, which may require access by any utility provider or persons or entities acting on their behalf. ~~Not withstanding~~Notwithstanding any other provision of this section, any fence located upon utility or other public easements shall be dismantled or reassembled at the expense of the owner whenever the city or any duly franchised utility under the auspices of the city shall request the fence to be dismantled. In the event an emergency occurs and the owner of such fence cannot be immediately located, the city is hereby authorized to immediately dismantle such fence.

(Ord. 668; Ord. 824; Code 2003)

4-1105A. ENCROACHMENTS UPON DRAINAGE EASEMENTS OR FLOODWAYS.

(a) A fence may be located within a platted or dedicated drainage easement if:

(1) The fence is constructed and maintained at an elevation which:

(A) allows normal surface drainage without blockage by the fence; and

(B) is approved by the city engineer or his or her designee;

(2) The fence does not divert or result in diversion of normal surface drainage flow from the normal drainage course; and

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(3) The fence has removable panels or sections to provide for access by emergency or maintenance personnel and equipment at all times.

(b) The city shall not be liable for damage to or destruction of any fence or groundcover, including but not limited to grass, trees, and shrubs, located within a platted or dedicated drainage, street or utility easement, which are damaged or destroyed by any maintenance or inspections performed by or on behalf of the city within such easement.

(c) Nothing in this Article shall be construed to authorize erection, construction, reconstruction or replacement of a fence in any floodway designated as such by the Federal Emergency Management Agency.

4-1106. FENCE MATERIALS; CERTAIN FEATURES AND MATERIALS PROHIBITED.

(a) Permitted fencing material. Fences ~~located upon residential lots~~ may be constructed of:

(1) Wood fence boards such that all portions of the fence are completely solid or no more than fifty percent open;

(2) Ornamental iron, except that any decorative tops are subject to the approval of the enforcing officer, and except that no fence constructed of ornamental iron may be less than five (5) feet in height;

(3) Woven wire or chain link, provided there shall be no exposed points, wires or prongs on the top of the fence;

(4) Nylon, plastic or PVC material, provided such materials are designed for use as fencing, and no open space in fence constructed of such materials exceeds three fourths (3/4) of an inch; or

(5) Masonry materials or concrete poured or placed in such fashion as to meet fence design requirements. Stacks of masonry materials or unopened containers of concrete shall not be deemed to be in compliance with this article.

(6) Barbed wire fences are permitted on an industrially zoned lot atop a fence at least eight feet in height and oriented toward the interior of the property, when necessary to preclude entry into a hazardous location or facility or to protect the exterior storage of materials or equipment from vandalism or theft provided that the property is not located adjacent to residentially zoned or residentially used property.

(b) Prohibited features in materials. No fence or portion thereof shall be constructed of metal panels or~~be constructed of metal panels or~~ carry any electrical charge. No fence or portion thereof located on any residential or commercially zoned lot shall contain any barbed wire or single barbs.

(c) All fences and walls shall be constructed with a finished surface facing outward from the property (e.g. in the case of a wooden fence, a "finished surface" means a surface of the fence where the pickets or slats are fully exposed to view.) The posts and support beams shall be on the inside of the finished surface.

(d) Fence design and construction in all areas developed pursuant to the standards set forth within a PUD or overlay zoning areas will be designed and constructed as provided within the provisions of the establishments of such PUD or overlay zone.

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(Ord. 824; Code 2003; Code 2019)

4-1107. DANGEROUS FENCES PROHIBITED. No fence shall be constructed or maintained, or be designed, in such manner as to present a danger or hazard to any person ~~or~~, animal or abutting property owner's boundaries.~~.~~

(Ord. 824; Code 2003)

4-1108. APPLICATIONS, SITE PLANS AND PERMITS AND FEES THEREFOR.

(a) Applications and Permits. Any person or entity intending to construct a new fence ~~on a residential lot~~ or to replace twenty five percent (25%) of the total linear feet of any existing fence shall, before commencing said work, make application to the enforcing officer for a permit authorizing the work. Such applications shall be made on forms provided and approved by the enforcing officer and shall be accompanied by an application fee as set out in the approved schedule of fees, and no permit shall be issued until said fees are tendered and paid in full. Fees are pursuant to Chapter 17 of this code.

(b) Plans Required. All applications for fence permits shall be accompanied by a detailed site plan, to be completed by the person or entity seeking the permit, upon which shall be accurately depicted the location of the principal structure, proposed fence, all utilities serving the principal structure or located upon the ~~residential~~ lot, all utility easements located upon the ~~residential~~ lot, all setbacks affecting said lot and all rights-of-way and property lines of said lot. Applications for fences exceeding six (6) feet in height shall further be accompanied by a stamped set of engineering plans that conclusively demonstrate that the proposed construction shall not pose a danger to persons, vehicular traffic, and the public at large and further that the proposed construction is architecturally and structurally sound and safe.

(c) License Required. Any person or entity the services of which an applicant for a fence permit intends to procure to construct a fence shall hold any current valid trade, professional, business or contractor's license as may be required by other provisions of the city code of the city or other applicable law. Individuals may construct fences upon their own property without obtaining commercial, trade or business licenses, and may use non-commercial assistance ~~unless such person or entity is related by blood to the applicant and~~if said individuals will not receive any type of compensation, whether monetary, in-kind, or in the form of goods or services, for said work.

(d) Review and Issuance; Reasons For Denial. The enforcing officer shall receive and review all applications required by this section and shall ensure that all proposed fences comply with the provisions of this article and any other applicable laws. The enforcing officer shall complete said review no later than two (2) full business days following receipt of an application; the computation of said period shall not include the day the application is received. In the event the enforcing officer denies an application, officer shall state in writing and with particularity the reason for said denial.~~.~~

(Ord. 824; Code 2003; Code 2007; Code 2019)

4-1109. ~~COMPLAINTS; INQUIRY AND INSPECTION. The enforcing officer shall make inquiry and conduct inspections of property or premises upon receiving a~~

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~~written complaint or complaints signed by two or more persons stating a violation of this article exists and describing the same and its location; upon receiving information that a violation of this article may exist from any governmental entity, official, officer or employee; or when it appears to the enforcing officer that conditions constituting a violation exist. The enforcing officer shall, upon making inspection and inquiry, make immediate written report of such officer's findings to the governing body.~~DELETED.

(Ord. 824; Code 2003; Code 2019)

4-1110. RIGHT OF ENTRY. The enforcing officer has the right of access and entry upon any public or private property, at any reasonable time to make inquiry and inspection to determine if a violation of this article exists, and to effect any other purpose of this article. The enforcing officer may also make application to any court of competent jurisdiction for an order granting access and/or entry upon any public or private property in the event such access or entry is denied.

(Ord. 824; Code 2003)

4-1111. NOTICE OF VIOLATION. Any person or entity found by the enforcing officer to be in violation of any provision of this article shall be served written notice of such violation. The ~~city clerk~~ enforcing officer shall cause notice to be served by certified mail, return receipt requested, or by personal service or, in the event the property or premises is unoccupied and the owner thereof does not reside within the corporate limits of the city by mailing such notice by certified mail, return receipt requested, to the owner's last known address.

(Ord. 824; Code 2003; Code 2019)

4-1112. SAME; CONTENTS. The notice shall describe in writing the conditions constituting a violation of this article. The notice shall also inform the person or entity receiving such notice that:

(a) Such person or entity shall have such time, to be specified in the notice and not to exceed ten (10) days from the date specified in the notice, to remove and abate the violation from the property or premises;

(b) Such person or entity may, within the time specified in the notice and not to exceed the date specified therein within which said removal and abatement is required, request a hearing before the governing body as provided by section 4-1115 of this article.

(c) Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the enforcing officer before the governing body; and

(d) Failure to remove and abate the violation, or to request a hearing as provided herein, within the time allowed may result in prosecution as provided by section 4-1113 and/or removal and abatement of the violation by the city as provided by section 4-1114 of this article.

(Ord. 824; Code 2003)

4-1113. FAILURE TO COMPLY; PENALTY. Should the person or entity receiving the notice provided for in sections 4-1111 and 4-1112 of this article fail to

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comply with such notice, or to request a hearing, the enforcing officer may file a complaint in the municipal court of the city against such person or entity alleging a violation of this article. Upon conviction of the violation of this article, such person or entity shall be fined ~~in~~ an amount ~~not to exceed one hundred dollars ($100)~~ as established in Chapter 17 or be imprisoned not to exceed thirty (30) days or be both fined and imprisoned. Each day during or upon which a violation occurs or continues after notice has been served as provided in sections 4-1111 and 4-1112 shall constitute an additional or separate offense.

(Ord. 824; Code 2003; Code 2019)

4-1114. ABATEMENT BY CITY; PROCEDURE. In the event a person or entity to whom notice has been served pursuant to sections 4-1111 and 4-1112 of this article fails to remove or abate the conditions constituting the violation, or to request a hearing before the governing body within the period specified in section 4-1112 of this article, the enforcing officer may seek to abate the alleged violation and such election may be in addition to, or an alternative to, prosecution and shall not preclude prosecution. In the event the enforcing officer makes such election to remove and abate, such officer shall proceed in the manner prescribed by this section, as follows:

(a) The enforcing officer shall present a resolution to the governing body for its consideration and authorizing such officer to abate or cause to have abated the conditions constituting the violation at the end of ten (10) days following passage of the resolution by the governing body. The resolution shall further provide that the costs incurred by the city to remove and abate the violation shall be charged against the lot or parcel upon which the violation was located ~~as provided in section 4-1118 of this article.~~ in accordance with state law.

(b) In the event the governing body adopts and passes the resolution, the enforcing officer shall cause a copy of said resolution to be served upon the person or entity violating this article and the owner of said lot or parcel. Service shall be effected by personal service or certified mail, return receipt requested.

(c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the enforcing officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.

(d) Should the person or entity upon which service is attempted refuse to take delivery and return is made to the city indicating such refusal, the city clerk shall send to such person or entity, by first class mail, the notice previously sent and receipt by such person or entity shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

(Ord. 824; Code 2003; Code 2019)

4-1115. HEARING. If a hearing is requested in ~~a~~ writing and received by the ~~governing body~~City Clerk within the time period prescribed by section 4-1112 of this article, the governing body shall conduct a hearing as soon as may be practicable and

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the person or entity receiving notice shall be advised by the city clerk of the time and place of the hearing at least five (5) days in advance thereof. Failure to make a timely request for a hearing shall constitute a ~~wavier~~ waiver of the person's right to contest ~~to~~ the findings of the enforcing officer before the governing body.

(a) On the date fixed for hearing or any adjournment or continuation thereof, the governing body shall hear all evidence submitted by the person to whom notice of the violation was issued, and all evidence submitted by the city. Upon hearing such evidence, the governing body shall make findings by resolution. The hearing provided for in this section need not be conducted according to formal rules of evidence.

(b) If, after notice and hearing as provided for in this article, and upon hearing the evidence provided for in subsection a of this section, the governing body determines that a violation exists, it shall set forth in writing in the form of a resolution its findings of facts supporting such determination. The resolution shall also fix a reasonable period of time, to be determined by the governing body, within which the abatement of the violation shall be commenced, and a statement that if the person upon whom notice of the violation was served fails to commence said removal and abatement within the time period established by the resolution, or fails to diligently prosecute and pursue the same until the work is completed, the governing body shall cause the violation to be abated. The resolution provided for in this section shall be published once in the official city newspaper and the city clerk shall mail a copy of the resolution to the person or entity, and owner, in the same manner as provided for in section 4-1111 and 4-1112.

(Ord. 824; Code 2003; Code 2019)

4-1116. AUTHORIZATION TO CONTRACT FOR SERVICES. If the person, entity or owner fails to remove and abate the violation as provided for in this article, and it becomes necessary for the enforcing officer to remove and abate such violation, such officer is hereby authorized to contract for and obtain such services and equipment, public or private, the officer deems necessary and appropriate to complete the tasks enumerated herein, and the enforcing officer shall adhere to and comply with all applicable laws, regulations, ordinances and city policies concerning procurement of services and equipment.

(Ord. 824; Code 2003)

4-1117. SITE TO BE MADE SAFE. Upon removal and abatement of any violation pursuant to this article or otherwise, the person, entity or owner shall take any and all action necessary to leave the premises in a safe condition. In the event the owner fails to take such actions as are prescribed by this section, the enforcing officer may proceed to make the site safe.

(Ord. 824; Code 2003)

4-1118. ASSESSMENT, FUNDING AND PAYMENT OF COSTS. (a) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to this article shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, services and/or mailing of notices, and publication of notices, required by this article. The city clerk shall immediately cause the reportings and accountings

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required by this section to be entered in the appropriate city record and shall report the same to the governing body.

(b) The city clerk shall, within ten (10) days of the receipt of the enforcing officer's report of costs, give notice by restricted mail to the owner of the costs to be reported by subsection (a) of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of the notice. Should the owner refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, by first class mail, the notice previously sent and receipt by the owner shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

(c) Should the cost remain unpaid after thirty (30) days of the receipt of the notice by the owner, the city clerk may sell any salvage from the removal and abatement process and apply the proceeds of such sale to pay said costs. Any proceeds received which exceed said costs shall be remitted to the owner within thirty (30) days of conclusion of the sale.

(d) Should the proceeds of any sale held pursuant to section 4-1118(c) be insufficient to cover said costs, or if there exists no salvage, the city clerk shall, at the time required by law for the certification of other city taxes, certify the unpaid portion of said costs in conformance with State law for extensions of the same on the city tax rolls against the property upon which the structure was located.

(Ord. 824; Code 2003)

4-1119. DISPOSITION OF MONEYS RECEIVED. When and if paid, all moneys received ~~for special assessments levied~~ under the provision of this article shall be credited to the general fund of the city.

(Ord. 824; Code 2003; Code 2019)

4-1120. IMMEDIATE HAZARD. When in the governing body's opinion any fence in violation of this article is in such condition as to constitute an immediate hazard requiring immediate action to protect the public or adjacent property, the governing body may direct the enforcing officer to take immediate action, without delay, to protect the safety of persons and properties including, but not limited to, the erection of barricades; causing the property upon which the fence is located to be vacated, or causing the fence to be taken down, repaired, shored or otherwise made safe. Such action by the governing body and enforcing officer may be taken without prior notice or hearing of the owners, agents, lien holders, occupants, or other parties in interest. The costs of any action under this section shall be reported and documented, notice of costs shall be afforded, and the costs shall be assessed, in the same manner as provided in section 4-1111 of this article.

(Ord. 824; Code 2003)

4-1121. NOTICE TO OWNER. Notwithstanding any other provision of this article or of law, any and all notices required by this article shall also be served upon the owner of the premises or property upon which there exists a nuisance.

(Ord. 824)

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4-1122. APPLICATION OF ARTICLE TO EXISTING NONCONFORMING FENCES. The provisions of this article shall not apply to any fence existing on the effective date of this article. The provisions of this article shall apply, however, to any such fence in the event any portion of said fence consisting of twenty five percent (25%) or more of the total linear feet of said nonconforming fence is repaired or replaced in any twelve (12) month period.

(Ord. 824; Code 2003)

4-1123. VARIANCES AND EXCEPTIONS. Any person or entity desiring to construct a fence which does not comply with the provisions of this article shall apply in writing, on forms provided by the city, to the board of appeals as established by the city building code. All applications for variances shall clearly state the reason(s) for which the variance is requested. Further, variance requests from the height provisions and restrictions shall further be accompanied by a stamped set of engineering plans that conclusively demonstrate that the proposed construction shall not pose a danger to persons, vehicular traffic, and the public at large and further that the proposed construction is architecturally and structurally sound and safe. In addition, a fee as established in Chapter 17 ~~of one-hundred dollars ($100.00)~~ shall accompany applications for variance from the height provisions and restrictions. No variances from height provisions and restrictions shall be granted allowing the height of a fence to exceed ten ~~eight~~ (~~8~~10) feet. The application for variance shall be delivered to the city who shall deliver the same to the board of appeals. The board of appeals shall convene a hearing to consider the application as soon as may be practicable, but in no event shall such hearing be scheduled later than ten (10) business days following the city's receipt of the application unless the applicant waives the ten (10) day period and agrees to scheduling a hearing at a later time. Upon convening the hearing, the board shall consider any evidence the applicant may offer to support the application and any evidence the city may have in support of or opposition to the application. The board may adjourn the hearing from time to time and from place to place as it may deem necessary. No later th~~ea~~n ten (10) days following the conclusion of the hearing, the board shall make written findings concerning the application and a written determination thereof.

(Ord. 824; Ord. 824-A; Ord. 824-B; Code 2003; Code 2019)

4-1124. DELETED. ~~BUSHES, SHRUBBERY, HEDGES; OTHER FOLIAGE. Except where such provisions and restrictions are by their very nature impractical or inapplicable, the provisions and restrictions of this article shall apply with equal force to the height of bushes, shrubbery, hedges and other foliage located within the corporate limits of the city and to the abatement or removal of bushes, shrubbery, hedges and other foliage that do not comply with said provisions and restrictions.~~

~~(Ord. 824; Code 2003)~~

4-1125. SEVERABILITY. In the event any section or part of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the

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validity of the remaining sections or provisions and such remaining sections or provisions shall remain valid and enforceable.

(Ord. 824; Code 2003)

4-1126. PENALTY. (a) It shall be unlawful for any person, firm, company, corporation or other entity to erect, construct, use, enlarge, alter, repair, move, convert, demolish, maintain, or grow any fence, bush, shrubbery, hedge or other foliage, or cause or permit the same to be done in violation of the requirements and restrictions in this chapter. Any fence, as described in this article, shall not be constructed prior to the issuance of a permit and submittal of any required documents or site plan.

(b) The fine for such violation shall be ~~a minimum of fifty dollars ($50) or~~ double the permit fee as established in Chapter 17~~, whichever is greater~~. The payment of such penalty shall not exempt any person, firm, or corporation from compliance with all other provisions of this code or any other code, nor from any penalty prescribed by law. It shall be the responsibility of the offender to abate the violation as expeditiously as possible.

(Code 1971, Sec. 4-112; Code 1984; Ord. 807; Code 2003; Code 2019)

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5-906. PLACES WHERE SALES PROHIBITED. (a) Whenever any vehicle is used for the sale or dispensing of ice cream food products of any nature whatsoever upon a public street, alley, avenue, boulevard, sidewalk or other public right-of-way, said transaction shall occur on the side of the vehicle which is next to the curb of the street.

(b) It shall be unlawful for an ice cream vendor to sell, offer for sale or dispense ice cream products:

(1) to any person who is standing in the street;

(2) while operating on

(i) Broadway (U.S. 81);~~,~~

(ii) Grand Avenue (71st Street South);~~ or~~

(iii) Main Street (Seneca); or

(iv) Meridian Avenue

(3) within fifty (50) feet of any street intersection; or

(4) in any public park, or any public parking lot without the express consent of the governing body.

(Ord. 537, Sec. 6; Code 2003; Code 2020)

ARTICLE 12.
TEMPORARY PORTABLE BUSINESSES ~~PERMIT CODE~~

~~5-1201 TITLE. This Article shall be known as the Temporary Portable Business Permit Code.~~

~~5-1202~~5-1201 . DEFINITIONS.

a) Portable business shall mean and include any person authorized to sell food, flowers, or non-alcoholic beverages or offer for sale goods, wares, merchandise or services which is carried on from a cart, trailer or stand temporarily located on property as authorized by this ~~Code~~article. A portable business shall not include the sale of goods directly from tables, racks, or boxes.

b) All other items, not specifically defined herein, shall be defined in conformance with the Zoning Code of this City.

~~5-1203~~5-1202 . REGISTRATION AND FEE. Every person, firm, entity, association or corporation now or hereafter doing business in the corporate limits of the City of Haysville and maintaining a portable business, is required to hold a permit allowing such portable business to operate in the City of Haysville and shall pay a fee as set out in Chapter 17. All fees required by this article shall be credited to the general fund of the city in the same manner as business registration fees imposed upon permanent businesses.

~~5-1204~~5-1203 . INFORMATION REQUIRED. An application for a temporary portable business permit shall be developed by the City Clerk, which shall require the following information, as well as other information the City deems pertinent to issuing such permit:

(1) Contact information of the applicant;

(2) Name and nature of the portable business;

(3) Proof of Kansas Retail Sales Tax Number;

(4) Location of the portable business;

(5) Relationship of the applicant to the property location of the portable business, including lease agreement if such location is leased to Applicant;

(6) Dates requested for temporary portable permit;

(7) A drawing which depicts the proposed location of the temporary portable business in relation to the lot and including:

(a) Proposed square footage of the area used
(b) The number of parking spaces that will remain available for the primary business use
(c) The number of parking spaces to be used by the temporary portable business
(d) Measurements of the setback from property lines
(e) Size and location of any signs used for the purposes of the business

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5-1204 PERMIT. The City Clerk, upon confirmation from the Public Works Director, or his or her designee, that the applicant is in compliance of existing codes and regulations, and is operating a lawful business, shall issue a temporary portable business permit. Every permit issued pursuant to this article shall expire thirty (30) days from the issuance date, unless sooner revoked. Prior to expiration the permit holder desiring to renew a permit shall make application for renewal to the city clerk's office. A renewal application shall in all respects be treated as an application for an initial permit. There shall be no more than three (3) permits issued for a portable business on the same property in any twelve (12) month period based on the calendar year.

5-1205 PERMIT IS NON-TRANSFERABLE. A permit is not transferable to any other person, firm, or corporation and cannot be used for any activity or at a location other than those listed on the application and approved for the temporary permit. Either moving the business to a new location, or transferring the business to a new owner/operator will require applying for a new permit.

5-1206 PERMIT REVOCATION.

a) The City Clerk, or his or her designee, upon five (5) days written notice to the applicant holding any permit regulated by this article shall revoke such permit for any one of the following reasons:
   (1) If a permit has been fraudulently obtained by giving false information in the application.
   (2) Fraud, misrepresentation or false statement made in the course of carrying on the business.
   (3) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the City.
   (4) If there has been any violation of any of the provisions of this Article.
   (5) If the applicant has failed to obtain all other necessary permits including but not limited to: electrical; plumbing.
   (6) If any portion of the portable business is deemed an immediate safety hazard as determined by the Public Works Director, or his or her designee.
   (7) Unauthorized use of the public right-of-way for sale or display of merchandise.
   (8) Violation of a provision of Chapter 16A or Chapter 16B of this Code.

Notice of the revocation of a permit shall notify the permit holder of the revocation of his or her permit in writing, setting forth the grounds for revocation, which shall be hand delivered to the permit holder or mailed to the permit holder's permanent address appearing on the permit application. Such notification shall be sent as soon as practicable but in no case beyond 24 hours from the time such permit is revoked.

~~5-1205~~5-1207 . RESTRICTION ON LOCATION. No portable business shall be permitted on a public right-of-way or public easement. Nor shall such business be located in any sight triangle, as determined by the Public Works Director, or his or her designee. The business shall be located on an all-weather surface.

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The business or activities of a portable business must be upon property that is accessory to an existing primary use. No portable business shall be allowed to operate if such business would be in violation of the Haysville Zoning Regulations. No person shall conduct activities pursuant to this Article on unimproved surfaces, or on aisleway area. If an actual conflict arises between the language of Chapter 16A or 16B of the Haysville Code, and this Article, the more restrictive regulations shall prevail.

~~5-1206~~5-1201 . ~~PERMIT IS NON-TRANSFERABLE. A permit is not transferable to any other person, firm, or corporation and cannot be used for any activity or at a location other than those listed on the application and approved for the temporary permit. Either moving the business to a new location, or transferring the business to a new owner/operator will require applying for a new permit.~~

~~5-1207~~ . ~~SIGNS. No more than two (2) temporary signs shall be permitted if in compliance with the regulations of Chapter 16B Article 2 (Sign Code). Signs shall be of a nature which directs attention to the business conducted or to a commodity or service sold, provided that such sign(s) is limited to a combined square footage of six (6) feet of sign face. Temporary signs can be in the form of a banner, pennant, valance, or advertising display constructed of fabric, card board, wallboard or other light weight materials, with or without a frame, intended for temporary display for not more than 30 days, three times per calendar year. A site plan and application shall be submitted for such temporary signs. There shall be no fee for temporary signs associated with a temporarily permitted business. Vehicles, trailers, carts, or stands that contain advertising as a permanent component shall be allowable provided that the advertising is related to the items or goods being sold and is not otherwise deemed offensive or inappropriate.~~

5-1208

5-1209 . INSPECTION. Application for temporary portable business permit will constitute permission, from applicant, for inspection by the Public Works Director, or his or her designee, for the purpose of determining that the applicant has complied with applicable electrical code, zoning laws, and all other relevant regulations of the article and the code of the city.

~~5-1210~~ FOOD VENDORS – SPECIAL REGULATIONS. Before a license shall be issued for vending food, the operation must have the appropriate Food License from the Kansas Department of Agriculture. ~~be approved by the department of health and such approval shall not be given unless the department of health determines that the cart or trailer being used, if any, is safe, clean and sanitary; that all food has been prepared in a licensed facility, if required; that said food is properly packaged or wrapped; and that it is maintained at suitable temperatures according to recognized standards.~~

~~5-1208~~5-1211

~~_____~~ . ~~PERMIT. The City Clerk, upon confirmation from the Public Works Director, or his or her designee, that the applicant is in compliance of existing codes and regulations, and is operating a lawful business, shall issue a temporary portable business permit. Every permit issued pursuant to this article shall expire thirty (30) days from the issuance~~

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date, unless sooner revoked. Prior to expiration the permit holder desiring to renew a permit shall make application for renewal to the city clerk's office. A renewal application shall in all respects be treated as an application for an initial permit. There shall be no more than three (3) permits issued for a portable business on the same property in any twelve (12) month period based on the calendar year.PERMIT IS NON-TRANSFERABLE. A permit is not transferable to any other person, firm, or corporation and cannot be used for any activity or at a location other than those listed on the application and approved for the temporary permit. Either moving the business to a new location, or transferring the business to a new owner/operator will require applying for a new permit.

PERMIT REVOCATION.

The Public Works Director, or his or her designee, upon five (5) days written notice to the applicant holding any permit regulated by this article shall revoke such permit for any one of the following reasons:

If a permit has been fraudulently obtained by giving false information in the application.

Fraud, misrepresentation or false statement made in the course of carrying on the business.

Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the City.

If there has been any violation of any of the provisions of this Article.

If the applicant has failed to obtain all other necessary permits including but not limited to: electrical; plumbing.

If any portion of the portable business is deemed an immediate safety hazard as determined by the Public Works Director, or his or her designee.

Unauthorized use of the public right-of-way for sale or display of merchandise.

Violation of a provision of Chapter 16A or Chapter 16B of this Code.

5-1209 Notice of the revocation of a permit shall notify the permit holder of the revocation of his or her permit in writing, setting forth the grounds for revocation, which shall be hand delivered to the permit holder or mailed to the permit holder's permanent address appearing on the permit application. Such notification shall be sent as soon as practicable

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but in no case beyond 24 hours from the time such permit is revoked. Any person aggrieved by the action of revocation of a permit as provided in this Article, shall have the right to appeal to the Governing Body. Such appeal shall be taken by filing with the City Clerk within ten (10) business days after notice of revocation of the permit has been mailed to such applicant's address as provided in the application setting for the grounds for appeal. The Governing Body shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the applicant in the same manner as provided herein for notice of hearing on denial of license.

5-12105-1212 . DISTURBANCES. No portable business, nor any person acting on behalf of such business, shall shout, make an outcry, blow a horn, ring a bell or use any sound device, including any loud-speaking radio or sound amplifying system for the purpose of attracting attention to such business or any goods, wares or merchandise for sale/sold by such business.

5-12115-1201 . PERMIT REVOCATION.

5-1201

a)5-1201 The Public Works Director, or his or her designee, upon five (5) days written notice to the applicant holding any permit regulated by this article shall revoke such permit for any one of the following reasons:

(1)5-1201 If a permit has been fraudulently obtained by giving false information in the application.

(2)5-1201 Fraud, misrepresentation or false statement made in the course of carrying on the business.

(3)5-1201 Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the City.

(4)5-1201 If there has been any violation of any of the provisions of this Article.

(5)5-1201 If the applicant has failed to obtain all other necessary permits including but not limited to: electrical; plumbing.

(6)5-1201 If any portion of the portable business is deemed an immediate safety hazard as determined by the Public Works Director, or his or her designee.

(7)5-1201 Unauthorized use of the public right-of-way for sale or display of merchandise.

(8)5-1201 Violation of a provision of Chapter 16A or Chapter 16B of this Code.

5-1201

b)5-1213 Notice of the revocation of a permit shall notify the permit holder of the revocation of his or her permit in writing, setting forth the grounds for revocation, which shall be hand delivered to the permit holder or mailed to the permit holder's permanent address appearing on the permit application. Such notification shall be sent as soon as practicable but in no case beyond 24 hours from the time such permit is revoked. Any person aggrieved by the action of revocation of a permit as provided in this Article, shall have the right to appeal to the Governing Body. Such appeal shall be taken by filing with the City Clerk within ten (10) business days after notice of revocation of the permit has been mailed to such applicant's address as provided in the application setting for the grounds for appeal. The Governing Body shall set a time and place for a hearing on such appeal and notice of

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~~such hearing shall be given to the applicant in the same manner as provided herein for notice of hearing on denial of license.~~

5-1214. EXEMPTIONS. This article shall not apply to:

~~5-1212~~ (a) Vendors participating in designated community events, as established by the Governing Body of the City, including but not limited to the Hometown Market, Fourth of July Celebration, Fall Festival, City Wide Garage Sale, and Community Expo, shall be exempt from the requirements of this Article, but may be required to receive a permit to participate in any such event by the organizers of such community event.

(b) Ice cream street vendors, as defined and covered in Article 9 of this chapter.

(c) Persons who take orders for merchandise or food when such merchandise or food is to be delivered to the ultimate customer on a day subsequent to the date of the sale.

(d) Sales by mobile food vendors that are regulated by Article 16 of this chapter.

~~5-1213~~5-1215. PENALTY. Any person, firm or corporation, company, partnership or other entity who shall be found guilty of violation of this article shall be subject to a fine of not less than fifty dollars ($50) or more than one-thousand dollars ($1000); or imprisonment for not more than one hundred eighty (180) days; or both such fine and imprisonment. Each day the violation is committed shall constitute a separate offense.

~~5-1214~~5-1216. APPEALS. Any person aggrieved by the action of the chief of police, city inspector or city clerk in the denial of an application for a permit or license, or revocation of a license shall have the right to appeal to the governing body of the city within ten days after the denial of the application by filing with the city clerk a written notice of intention to appeal, setting forth fully the grounds for such appeal. The governing body shall, at its next meeting after the filing of such appeal, fix a time and place for a hearing thereon. Notice of such hearing shall be given to the applicant in the manner provided for notice of hearing on revocation of a license issued hereunder. The decision of the governing body on such appeal shall be final and conclusive.

~~a) Any applicant who is denied issuance of a permit may seek a review and hearing on the denial before the Director of Public Works. Such an appeal must be filed in writing with the City Clerk within ten calendar days of the denial stating the specific reasons why the denial is being appealed. Upon receipt of the appeal, a hearing shall be scheduled within five business days. Within five business days following the hearing, the hearing officer shall issue his or her decision in writing. It is the responsibility of the person filing the appeal to provide sufficient information to the City Clerk so that such person may be notified consistent with the schedule herein stated. Otherwise, all notices will be sent to the permanent address appearing on the application.~~

~~b) An applicant or licensee may appeal the decision of the City Inspector which either denies an application for a license, or revokes a license as provided in this Article. Such appeal shall be to the Governing Body, and must be filed in writing with the City Clerk within ten days after the notice of denial or revocation has been mailed or~~

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~~hand delivered to an applicant or licensee. The Governing Body shall set a hearing on any appeal at the next regularly scheduled City Council meeting.~~

~~c) The decision and order of the Governing Body on such appeal shall be final and conclusive.~~

~~5-1215~~5-1217 . ENFORCEMENT. In addition to all law enforcement officers of the City, the ~~Director of Public Works~~City Clerk, and his or her designees, shall have the power to enforce the provisions of this Article.

~~5-1216~~5-1218 . COMPLIANCE WITH STATE STATUTE. Nothing in this chapter shall be interpreted to authorize any person licensed hereunder to transact business in violation of any state statute governing the conduct of transient merchants or portable businesses, nor shall compliance with the provisions of this chapter relieve any person from compliance with the state statutes requiring the licensing of transient merchants or portable businesses.

(Code 2010)

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5-1503 LICENSE AND PERMIT FEES. License and permit fees for recreational vehicle camps shall be as set out in Chapter 17.

a. Temporary permits may be issued for a recreational vehicle, to be occupied other than within a manufactured home park or recreational vehicle camp, for a period not to exceed thirty (~~30~~14) days, upon payment of any temporary permit fee established by Chapter 17. Occupancy shall be considered the use of any manufactured or mobile home by any person for living, sleeping, cooking, or eating purposes for any period of four (4) or more consecutive days. There shall not be more than two (~~2~~4) such permits issued for the placement of a recreational vehicle on the same property in any twelve (12) month period not to be consecutive EXCEPT a church may be issued up to six (6) permits for no more than a 20 day period in any twelve (12) month period not to be consecutive. Prior to occupying a recreational vehicle, located other than within a park or camp, a permit shall be obtained, with such permit being issued only after approval of the required application by the inspector and after payment of the required fee as set out in the approved schedule of fees.

ARTICLE 16
MOBILE FOOD VENDORS

5-1601 DEFINITIONS. The words and phrases listed below when used in this Article shall have the following meanings:

(a) City means the City of Haysville, Kansas.

(b) City Approved Event means any event sponsored by the City or any community event sanctioned by a permit issued by the City pursuant City Code.

(c) Food and/or Beverage means articles used for food or drink for humans or animals, chewing gum, and/or articles used for components of any such article, in accordance with the definition of food within K.S.A. 65-656 and amendments thereto.

(d) Mobile Food Vending means to conduct, hold, carry on, pursue or operate a business of vending, peddling, hawking and/or selling any food and/or beverage from a Mobile Food Unit.

(e) Mobile Food Vendor means any person, corporation, association, or other entity, however organized, that offers any food or beverage for sale from a Mobile Food Unit, subject to the exceptions set forth in Section 5-1603.

(f) Mobile Food Unit or Unit means any self-contained vehicle, trailer, cart, wagon, or other type of conveyance from which any food and/or beverage is offered for sale.

(g) Person means an individual, corporation, partnership, company, agency, institution, or any other entity.

(h) Public property means any property publicly owned, including but not limited to streets, sidewalks, alleys, parks, parking lots, easements, improved or unimproved land, or any buildings or physical structures owned or managed by the City of Haysville or other governmental agency.

(i) Public right-of-way means the entire width of the area from property line to property line including all area intended, designed or used for vehicular or pedestrian traffic and the area between the roadway and the abutting private property line.

(j) Restaurant means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state, but shall not include a Tavern or Drinking Establishment, as those terms are defined in this Code.

5-1602 MOBILE FOOD VENDING—LICENSE REQUIRED. It is unlawful for any person to engage in Mobile Food Vending within the corporate limits of the City of Haysville, Kansas, without obtaining a license in accordance with this Article.

5-1603 EXCEPTIONS.

(a) The provisions of this Article shall not apply to the following activities:

(1) Persons providing catering services to a private event and not open for the sale of food and/or beverage to the general public;

(2) Ice cream trucks licensed and operating pursuant to this Chapter, however an ice cream truck selling food other than ice cream food stuffs must obtain the license set forth in this article and must comply with all provisions herein when selling food other than ice cream food stuffs;

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(3) Temporary Portable Businesses licensed and operating pursuant to city code; or

(4) Door to door sales or delivery of prepared food not intended for immediate consumption.

(b) The provisions of this Article shall apply to the sale of agricultural, farm, garden or aquacultural products or fruits grown within the State of Kansas by producers or growers and their agents. Persons engaging in such sales that also fall within the definition of a Mobile Food Vendor must obtain the license required by this Article, however, no fee as set forth in Chapter 17 shall be charged for such license.

5-1604 LICENSE APPLICATION. Any person desiring to obtain the license required by this Article shall complete and submit a written license application on a form provided by the City Clerk for each individual Mobile Food Unit. The application shall require the following information:

(a) The full legal name, date of birth, permanent address, business mailing address, email address and telephone number of the applicant and the contact person for the business, if different from the applicant;

(b) The name under which the Mobile Food Unit does business ("dba" name) and, if applicable, the registered name of the legal entity owning the Mobile Food Unit (corporation, limited liability company, partnership, limited partnership association, firm or other name);

(c) The name of the owner and the type, make and vehicle identification number or other identifying number of the vehicle from which the applicant proposes to conduct business;

(d) The applicant's valid Kansas sales tax number;

(e) A brief description of the nature of the business and the food and/or beverage to be offered for sale;

(f) A statement as to whether the applicant has ever had a mobile vending license or other similar license, permit or registration revoked or suspended under the Code of the City of Haysville or any similar laws of any other city or state;

(g) A statement that the applicant understands and agrees that the license issued pursuant to this Article will not be used or represented in any way as an endorsement of the applicant by the City of Haysville or by any department, officer, or elected or appointed official of the City;

(h) Proof of a valid Kansas driver's license for operation of the class of vehicle or vehicles identified in the application to be used in the business for the applicant and any agents or employees of the applicant who will be involved in driving the identified vehicle or vehicles;

(i) Proof that the applicant has procured a policy of general liability insurance covering the mobile vending operation and vehicle or vehicles written by an insurance carrier licensed to do business in Kansas, with minimum limits of $500,000 combined, single limit for bodily and property damage per occurrence and $1,000,000 in the general aggregate; and evidence of compliance with these insurance requirements shall be in the form of a certificate of insurance that shall be submitted with the application;

(j) The application shall contain a statement certifying that all of the information provided in the application is true and correct and must be signed personally and

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acknowledged by an individual applicant, by a partner for a partnership applicant, by an officer legally authorized to sign for a corporate application or by a member of a limited liability company legally authorized to sign company documents;

(k) The application shall also contain a statement that no person whose duties include working upon the premises of the Mobile Food Unit is a registered sex offender, and that applicant has, subject to audit, performed the necessary background check of all such persons to ensure that the statement is correct;

(l) The application shall also contain a statement by the applicant that when the Mobile Food Unit associated with the license application herein is not in use, it will be stored or parked in compliance with all ordinances and regulations of the City of Haysville and that failure by the applicant to legally store the Mobile Food Unit may result in the suspension or revocation of the applicant's license; and

(m) The application shall also contain a statement by the applicant or partner, officer or member that he or she is familiar with the provisions of this Article and is complying and will comply with all requirements set forth within.

5-1605 FEE. An application for a Mobile Food Vending license shall be accompanied by a non-refundable fee for each vehicle from which the applicant intends to conduct business according to the fees set out in Chapter 17 and shall be valid and effective only for the dates as set out therein.

5-1606 STANDARDS FOR ISSUANCE OF LICENSE.

(a) To receive a license to operate as a Mobile Food Vendor issued by the City Clerk's office, an applicant must meet the following standards:

(1) The required fees must be paid;

(2) The application must be complete and provide all information required by Section 5-1604;

(3) The applicant must not have knowingly made a false or misleading statement of a material fact in the application;

(4) The applicant must be at least eighteen years of age;

(5) The applicant has certified, subject to audit, that he/she has performed the necessary background check to ensure that no person whose duties include working upon the premises of the mobile food unit is a registered sex offender;

(6) The applicant has provided a statement that the Mobile Food Unit associated with the license application will be stored or parked in compliance with all ordinances and regulation of the City of Haysville; and

(7) The applicant must not have had a similar type of license in any jurisdiction previously suspended or revoked for good cause within two (2) years immediately preceding the date of the filing of the application.

(b) If a license is denied for providing false information or making any false statement on an application, the applicant, any partnership, corporation, limited liability company or other business entity of which the applicant is an officer or member thereof shall be ineligible to reapply for a license under this Article for one (1) calendar year from the date of the license denial.

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(c) The issuance of a license shall not constitute approval of the business or activity or otherwise prohibit enforcement of this Article or any other applicable ordinances, laws, rules or regulations.

5-1607 OPERATING CONDITIONS. All Mobile Food Vendors operating within the city limits of the City of Haysville shall comply with the following conditions:

(a) Location. Mobile Food Vendors may vend on property within the City as permitted by the Zoning Code and subject to the following:

(1) Mobile Food Vendors may not be parked or operate on public or private property where the Unit, signage, a line of customers or any other aspect of the Unit's operation would:

(i) hinder the flow of traffic on any street;

(ii) hinder the flow of bicycles within any bike lane or route;

(iii) hinder the flow of pedestrians along any sidewalks;

(iv) block or reduce to less than five (5) feet in width any accessible route to persons with disabilities; or

(v) block or obstruct access to any driveway or access point to any property. Provided, however, this provision shall not apply when a Mobile Food Unit is operating on a street that is closed in association with city approved event.

(2) For fire safety purposes, a Mobile Food Unit that is utilizing flammable liquids or gases shall maintain a minimum separation distance of ten (10) feet from any other Unit and a minimum separation distance of twenty (20) feet from any building openings such as doors and windows. The distance from building openings may be reduced to ten (10) feet if written consent is obtained from the building property owner.

(3) No Mobile Food Vendor shall vend on public property within 150 feet as measured from the front door of any restaurant which is open for business unless authorized in writing by the owner or manager of any such restaurant. Such written authority to operate within 150 feet of a restaurant or restaurants shall be maintained on the premises of the Mobile Food Unit at all times it is operating pursuant thereto and produced upon request by the Chief of Police or designee or other public officer authorized to enforce the provisions of this Article.

(4) No Mobile Food Vendor shall vend on public property within 500 feet of the location for which a community event permit has been issued during the hours of the event as specified in the event permit, unless authorized in writing by the event promoter. Distance shall be measured from the boundary of the event footprint nearest to the location proposed to be used for mobile food vending. Any written authority to operate within 500 feet of a community event shall be maintained on the premises of the Mobile Food Unit at all times it is operating pursuant thereto and produced upon request by the Chief of Police or designee or other public officer authorized to enforce the provisions of this Article.

(5) Every Unit shall be stationary while vending.

(6) Whenever any vehicle is used for mobile food vending upon a street, alley, sidewalk or other public right-of-way within the City, such vehicle must be legally parked and no mobile food vendor shall sell any food to any person

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standing in the street. Provided, however, this provision shall not apply when a Mobile Food Unit is operating on a street that is closed in association with a city approved event.

(7) No Mobile Food Vendor shall vend on Park property. Provided, however, this provision shall not apply when a Mobile Food Unit is operating on a street that is closed in association with a city approved event.

(b) Written Permission of Property Owner. All Mobile Food Vendors operating on private property or on public property other than public right-of-way shall acquire the written permission of the property owner, manager, tenant or other person in charge of the property allowing the use and location of the Mobile Food Unit on said property. For public property owned by the City of Haysville, written permission shall be obtained from the City Administrator or designee. Any written permission required by this subsection shall be kept on the premises of the Mobile Food Unit and produced upon request by the Chief of Police or designee or other public officer authorized to enforce the provisions of this Article.

(c) Hours of Operation . Mobile Food Vendors are prohibited from operating during the hours of 12:00 a.m. to 5:00 a.m.

(d) Fire Safety. All Mobile Food Units are subject to annual fire safety inspections and shall comply with the following requirements:

(1) Propane shall be limited to a maximum quantity of one hundred (100) pounds. Propane cylinders must be secured from tipping over and must be protected from impact dangers.

(2) Mobile Food Units which produce grease laden vapors shall have a Type I hood system for commercial cooking operation with a fire suppression system in the hood. Mobile Food Units which use other warming apparatus or produce steam shall have a Type II hood system. No hood system is required for those Mobile Food Units which do not perform cooking or use heat producing devices. Mobile Food Units shall be in compliance with this requirement no later than twelve (12) months from the date of adoption of this ordinance.

(3) The hood system grease collection must be cleaned frequently to minimize grease build up. Type I hood systems shall be serviced every six (6) months.

(4) One minimum size 2A-10BC class fire extinguisher is required for each Mobile Food Unit and shall be serviced annually.

(e) Prohibited Sales. Mobile Food Vendors are prohibited at all times from selling or offering for sale alcoholic beverages, cereal malt beverages, or tobacco products without first being properly licensed pursuant to any applicable federal, state or local laws.

(f) Lights. No flashing lights are permitted on the Mobile Food Unit. No direct light from a Mobile Food Unit may be shined on adjacent property or cause a glare or distraction for vehicles, bicycles, or pedestrians.

(g) Signs. Signage mounted on the side of a Mobile Food Unit shall not exceed the dimensions of the Unit by more than one (1) foot in any direction.

(h) Sound devices. The production of amplified music or chimes from a Mobile Food Unit is allowed between the hours of 10:00 AM and 8:30 PM provided that the

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sound from the amplified music or chimes is inaudible at any distance greater than three hundred (300) feet from the vehicle.

(i) Trash and Site Cleanup. All Mobile Food Vendors shall ensure that a trash receptacle shall be provided with each Mobile Food Unit. Such receptacle must be attached to the Unit or located within fifteen (15) feet of the Unit and cannot interfere with vehicle access, pedestrian movement or accessible routes to and around the Unit. Immediately upon the cessation of vending, the Mobile Food Vendor shall remove and properly dispose of all trash and litter accumulated at the vending site.

(j) Seating. No seating and/or tables shall be permitted that hinder the flow of traffic on any street, hinders the flow of bicycles within any bike lane or route, hinders the flow of pedestrians along any sidewalks, blocks or reduces to less than five (5) feet in width any accessible route or blocks or obstructs access to any driveway or access point to any property.

(k) Licenses and Permits. All Mobile Food Vendors and employees thereof shall acquire and maintain all required licenses, permits and inspections applicable to the use and operation of Mobile Food Units from all applicable jurisdictions. Evidence of such licenses, permits and/or inspections applicable to any vehicle, equipment, operator or employee shall be kept in the Unit and produced upon request by the Chief of Police or designee or other public officer authorized to enforce the provisions of this Article.

(l) Food Handling. No Mobile Food Vendor or any employee, agent, or representative thereof shall vend food and/or beverages without meeting the conditions set forth by the Kansas Department of Health and Environment.

(m) Wastewater Disposal. No wastewater resulting from the Mobile Food Vending operation shall be disposed of on the ground or in a stormwater drain. All wastewater must be disposed of in accordance with Chapter 15 of this Code and specifically in compliance with Section 15-803 of this Code and amendments thereto.

5-1608 RIGHT TO CLOSE OR RELOCATE A MOBILE FOOD VENDOR. Any law enforcement officer has the right to close down or request a Mobile Food Unit to relocate, where, in the opinion of such officer, the Mobile Food Unit is causing or contributing to an imminent public safety hazard. Such hazards shall include, but not be limited to, situations where the operation of a Mobile Food Vending Unit is causing a traffic hazard, a fire hazard, is impeding free or uninterrupted passage of vehicles and/or pedestrians upon public streets, sidewalks or alleyways, selling food or beverages that are not safe for human consumption or operating a Mobile Food Unit without the license required by this Article.

5-1609 LICENSE DENIAL, REVOCATION, AND APPEAL.

(a) If a license is not issued, the City Clerk or designee shall indicate in writing the reason(s) for denial and inform the applicant of the applicant's right to an appeal of the denial in accordance with the provisions of this Article.

(b) A license may be suspended for up to 30 days or revoked by the Chief of Police or designee or other city personnel authorized to enforce the provisions of this Article for any of the following reasons:

(1) The licensee fails to provide true and correct information on the application;

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(2) The licensee fails to continuously maintain insurance upon the Mobile Food Unit in accordance with requirements of this Article;

(3) The licensee allows a registered sex offender to work upon the premises of the Mobile Food Unit;

(4) The licensee or any employee or agent thereof commits a violation of any provision of this Article or any federal, state, or local law, rule or regulation applicable or related to mobile food vending; or

(5) The licensee becomes otherwise ineligible to hold a Mobile Food Vending license.

Notice of such suspension or revocation shall be shall be mailed by the City Clerk or designee to the licensee's address as shown on the license application form and/or personally served upon the licensee. Such notice shall be in writing and shall set forth the reason(s) for revocation and the licensee's right to an appeal in accordance with the provisions of this Section, provided, however, any appeal of a license suspension or revocation shall not suspend or revoke the license during the pendency of the appeal.

(c) Appeal process.

(1) Upon the denial of an application for, or suspension or revocation of a mobile food vending license, the applicant or licensee shall have the right to appeal such action within ten (10) business days of the notice of denial, suspension or revocation being mailed to the applicant's address as shown on the license application form, and/or personal service upon the applicant or licensee. Such an appeal must be in writing and filed with the City Clerk, setting forth the grounds for the appeal. Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than thirty (30) days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay a suspension or revocation of the license or permit until the matter is heard by the City Council.

(2) The City Council may approve the denial, suspension or revocation, overrule the denial, suspension, or revocation or modify the decision to deny, suspend or revoke a license made by any city personnel authorized to enforce the provisions of this Article.

(3) In any hearing before the City Council pursuant to this section, a certified copy of a conviction from any local, state, or federal court for any violation, is prima facie evidence of such violation.

(4) The City Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the denial, suspension or revocation of the license, or any modification imposed thereupon by the City Council.

(5) If a license is revoked for any reason, the applicant, any partnership or any business entity of which the applicant is an officer or member thereof shall be ineligible to reapply for a license under this Article for two (2) calendar years from the date of the license revocation.

5-1610 TERM AND TRANSFERABILITY. Licenses issued under this Article are available for periods of one (1) month, six (6) months or one (1) year. A license must be

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obtained for each individual vehicle being used in a mobile food vending operation. Licenses may not be transferred between persons or vehicles.

5-1611 POSTING. Any person licensed under this Article must keep their license posted in a conspicuous place inside the vehicle used for mobile food vending. Such license must be current and may be used only by the licensee.

15-1612 ENFORCEMENT—PERSONNEL AUTHORIZED. In addition to all law enforcement officers, the following personnel employed by the City shall have the power to enforce the provisions of this Article:

(a) The Director of Public Works or designee;
(b) The Zoning Administrator or designee; and
(c) The City Clerk or designee.

15-1613 PENALTY FOR VIOLATION. Any person convicted of a violation of this Article shall be guilty of a misdemeanor and shall be punished by a fine as established in Chapter 17 of the Haysville Municipal Code. Each day that any violation of this Article occurs, shall constitute a separate offense and shall be punishable as a separate offense.

15-1614 SEVERABILITY. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any remaining provisions herein.

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RESOLUTION NO. 218-2019

Date Adopted: 10- 2- 2019

Date Published/Effective: - - 2019

A RESOLUTION AMENDING CHAPTER 12, ARTICLE II OF THE SEDGWICK COUNTY CODE IN ITS ENTIRETY THROUGH THE REPEAL OF THE EXISTING FIRE CODE AND THE ADOPTION OF THE SEDGWICK COUNTY FIRE CODE, 2019 EDITION, WHICH INCORPORATES THE INTERNATIONAL FIRE CODE, 2018 EDITION, INCLUDING APPENDICES B, C, D, E, F, G, AND N, WITH CERTAIN PROVISIONS DECLARED TO BE OMITTED, AMENDED OR MODIFIED; AND PROVIDING FOR PENALTIES AND PROSECUTION OF VIOLATIONS THEREOF; PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE, FROM EXPLOSION, AND FROM THE POSSESSION, STORAGE, SALE, DISPLAY, USE, AND DISCHARGE OR EXPLOSION OF FIREWORKS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; TO BE EFFECTIVE WITHIN THE UNINCORPORATED AREAS OF SEDGWICK COUNTY, KANSAS, INCLUDING THOSE CITIES LOCATED WITHIN SEDGWICK COUNTY WHICH HAVE BY ACTION OF THEIR GOVERNING BODIES ADOPTED THE SEDGWICK COUNTY FIRE CODE IN THE SAME FORM AS HEREIN INCORPORATED AND WHICH HAVE ENTERED INTO SEPARATE AGREEMENTS WITH SEDGWICK COUNTY FIRE DISTRICT NUMBER ONE PROVIDING FOR ENFORCEMENT WITHIN SUCH CITIES' MUNICIPAL BOUNDARIES BY MEMBERS OF SEDGWICK COUNTY FIRE DISTRICT NUMBER ONE AND CONFERRING JURISDICTION UPON SEDGWICK COUNTY FOR ALL PROSECUTORIAL FUNCTIONS RELATING THERETO.

WHEREAS, pursuant to K.S.A. 19-101d, the Kansas State Legislature granted the Board of County Commissioners of Sedgwick County the authority to enforce all resolutions passed pursuant to county home rule powers; and

WHEREAS, K.S.A. 19-4701 *et seq.* established the code for the enforcement of county codes and resolutions; and

WHEREAS, on the 4th day of September, 2013, the Board of County Commissioners adopted Resolution No. 162-2013, which resolution adopted the *Sedgwick County Code*; and

WHEREAS, Chapter 12, Article II, of the *Sedgwick County Code* incorporates by reference the International Fire Code, 2012 Edition (Resolution); and

WHEREAS, the Board of County Commissioners of Sedgwick County, Kansas, finds that it has been advised by the Fire Chief of Sedgwick County Fire District Number One, and therefore deems it necessary to amend Chapter 12, Article II of the *Sedgwick County Code* in its entirety through the repeal of the existing Fire Code, including its references to the International Fire Code, 2012 Edition; to adopt the Sedgwick County Fire Code, 2019 Edition, which includes the International Fire Code, 2018 Edition, including appendices B, C, D, E, F, G, and N, with certain provisions declared to be omitted, amended or modified; to provide for penalties and prosecution of violations thereof; to prescribe regulations governing conditions hazardous to life and property from fire, from explosion, and from the possession, storage, sale, display, use and

discharge or explosion of fireworks; to provide for the issuance of permits and collection of fees therefor; to be effective within all unincorporated areas of Sedgwick County, Kansas, including those cities located within Sedgwick County which have by action of their governing bodies adopted the Sedgwick County Fire Code, 2019 Edition, in the same form as herein incorporated and which have entered into separate agreements with Sedgwick County Fire District Number One providing for enforcement within such cities' municipal boundaries by members of Sedgwick County Fire District Number One and conferring jurisdiction upon Sedgwick County for all prosecutorial functions relating thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, AS FOLLOWS:

SECTION 1. REPEAL AND ADOPTION. Chapter 12, Article II, of the *Sedgwick County Code* is hereby amended in its entirety by the repeal of the existing Fire Code and the adoption of the Sedgwick County Fire Code, 2019 Edition, consisting of the International Fire Code, 2018 Edition, including appendices B, C, D, E, F, G, and N, with certain provisions declared to be omitted, amended or modified, as the standard code. The Sedgwick County Fire Code, 2019 Edition, is hereby adopted and incorporated herein by the Board of County Commissioners of Sedgwick County, Kansas, as the official code for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, from explosion, and from the possession, storage, sale, display, use and discharge or explosion of fireworks, within all unincorporated areas of Sedgwick County, Kansas, including those cities located within Sedgwick County which have by action of their governing bodies adopted the Sedgwick County Fire Code, 2019 Edition in the same form as herein incorporated and which have entered into separate agreements with Sedgwick County Fire District Number One providing for enforcement within such cities' municipal boundaries by members of Sedgwick County Fire District Number One and conferring jurisdiction upon Sedgwick County for all prosecutorial functions relating thereto.

SECTION 2. PUBLICATION AND EFFECTIVE DATE. The Sedgwick County Clerk is directed to publish this Resolution once in the official county newspaper. The Sedgwick County Fire Code, 2019 Edition, shall take effect upon its publication once in the official county newspaper.

SECTION 3. SEVERABILITY. If any provision or section of the Sedgwick County Fire Code, 2019 Edition, as incorporated herein, is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality shall not affect any other provision of said code. In the event of such a ruling by a court of competent jurisdiction, the Sedgwick County Fire Code, 2019 Edition, shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Commissioners present and voting were:

DAVID T. DENNIS	Aye
PETE MEITZNER	Aye
MICHAEL B. O'DONNELL II	Aye
LACEY CRUSE	Aye
JAMES M. HOWELL	Aye

DATED this 2 day of October, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

David T. Dennis, Chairman
Commissioner - Third District

ATTEST:

Kelly B. Arnold
County Clerk

CLERK OF SEDGWICK COUNTY SEDGWICK COUNTY KANSAS KANSAS

APPROVED AS TO FORM:

Kevin T. Stamper
Assistant County Counselor

SEDGWICK COUNTY FIRE CODE, 2019 EDITION (Adopting 2018 IFC as Amended)

Sec. 12-51. Adopted.

The International Fire Code, 2018 edition, including appendices B, C, D, E, F, G, and N published by the International Code Council, Inc., 500 New Jersey Ave., NW, 6th Floor, Washington, DC 20001, save and except such portions as are omitted, amended or modified in this Article, hereinafter altogether referred to as the "I.F.C.", "Fire Code," or "this Code," is hereby adopted in its entirety as the fire code for Sedgwick County, 2019 Edition, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, from explosion, and from the possession, storage, sale, display, use and discharge or explosion of fireworks, to be effective within all unincorporated areas of Sedgwick County, Kansas and those cities located within Sedgwick County which have by action of their governing bodies adopted the Sedgwick County Fire Code, 2019 Edition, in the same form as contained within this Article and which have entered into separate agreements with Sedgwick County Fire District One providing for enforcement within said cities' municipal boundaries by members of Sedgwick County Fire District One, and conferring jurisdiction upon Sedgwick County for all prosecutorial functions relating thereto.

Sec. 12-52 Amendments.

Changes, additions, and deletions to sections of the I.F.C. 2018 Edition and the appendices thereto are adopted only as set forth hereinafter:

101.1 Title. These regulations shall be known as the Sedgwick County Fire Code, 2019 Edition, hereinafter referred to as the "Fire Code," the "I.F.C.", or "this Code." This Code shall be the fire code for all unincorporated areas of Sedgwick County, Kansas and those cities located within Sedgwick County which have by action of their governing bodies adopted the Fire Code in the same form as herein contained and which have entered into separate agreements with Sedgwick County Fire District One providing for enforcement within such cities' municipal boundaries by members of Sedgwick County Fire District One and conferring jurisdiction upon Sedgwick County for all prosecutorial functions relating thereto.

SECTION 101, GENERAL

Sec. 101 *is hereby amended by adding a new Section 101.6, which shall read as follows:*

101.6 Reference Codes.

1. Whenever used in the Fire Code, the term "*ICC Electrical Code*" shall be construed to mean the current National Electrical Code contained within the current Wichita-Sedgwick County Unified Building and Trade Code.
2. Whenever used in the Fire Code, the term "*International Fuel Gas Code*" shall be construed to mean the current International Fuel Gas Code published by the International Code Council.

3. Whenever used in the Fire Code, the term "*International Mechanical Code*" shall be construed to mean the current International Mechanical Code contained within the current Wichita-Sedgwick County Unified Building and Trade Code.
4. Whenever used in the Fire Code, the term "*International Plumbing Code*" shall be construed to mean the current Uniform Plumbing Code contained within the current Wichita-Sedgwick County Unified Building and Trade Code.
5. Whenever used in the Fire Code, the term "*International Existing Building Code*" shall be construed to mean the current Building Code contained within the current Wichita-Sedgwick County Unified Building and Trade Code.
6. Whenever used in the Fire Code, the term "NFPA Code" shall be construed to mean the current National Fire Protection Association Codes and Standards.

SECTION 103, DEPARTMENT OF FIRE PREVENTION *is hereby amended as follows:*

103.2 Appointment. The Code Official shall be appointed by the chief appointing authority of the jurisdiction. The Code Official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority. The Code Official and persons so appointed by the Code Official shall be "code enforcement officers" as code enforcement officer is defined in K.S.A. 19-4708(d) and shall have the power to sign, issue and execute uniform complaints and notices to appear as set out by K.S.A. 19-101d, in addition to all other powers and authority granted to them or any of them by any other applicable federal, state or county law, rule, regulation, or resolution.

SECTION 105, PERMITS

Section 105.1 *is hereby amended by adding a new Section 105.1.4, which shall read as follows:*

105.1.2 Permit fees. Permit fees required by this Code are established as follows:

[Table 105.1.4 begins on following page.]

Table 105.1.2
PERMITS AND OTHER FEES

Operational Permits (Sec. 105.6) - Permit to Operate/Use

Wood Products Storage Permit ..... $500.00 per year
(in excess of 2500 cubic feet)

Explosive Storage Permit - Outdoor storage units..... $150.00 per unit
Explosive Storage Permit - Building..... $200.00 per unit
Explosive Storage Permit - Fireworks sales not to exceed 30 days..... $75.00 per unit

Flammable and Combustible Liquid Tank at Construction Sites:

<1000 gallons..... $75.00 per tank
1001 gallons or more..... $100.00 per tank

All Burn Permits may be applied for online at www.sedgwickcounty.org/fire

Open Burning Permit-..... No Fee
Agricultural Burning Permit-..... No Fee

Pyrotechnic Special Effects Display Permit - Indoor/Outdoor..... $100.00 per event
(The fee shall increase $25 per day each day the application is submitted less than 10 days prior to the event)
Pyrotechnic Special Effects Display re-inspection fee..... $100.00 per inspection

Special Amusement Facility or similar operations - Indoor/Outdoor..... $75.00 per event
Special Amusement Facility or similar operations - re-inspection fee..... $100.00 per inspection

Storage of scrap tires and tires byproducts..... $500.00 per year
(in excess of 1,000 cubic feet)

Mobile Food Preparation Vehicles..... $75.00 per year/per unit

Construction Permits (Sec. 105.7) - Permit to Install/Alter

Plan Review ..... Fees addressed in Section 114.5

Fire Alarm and Detection Systems..... $75.00

Fire Extinguishing system - Cooking Hood System (New Install)..... $75.00 per system

Fire Extinguishing system - Spray Finishing Operation (New Install)..... $75.00 per system

Fire Sprinkler System..... $75.00

Private water supply lines for fire protection $75.00

Temporary membrane structures, tents and canopies ..... $75.00 per structure

Table 105.1.2
PERMITS AND OTHER FEES

Fire Alarm and Sprinkler System Plan Review Fees (Sec. 114)

Fire Alarm System and Fire Sprinkler System (based upon number of devices or sprinkler heads):

1-19	devices or heads	$75.00
20-100	devices or heads	$125.00
101-200	devices or heads	$175.00
201-300	devices or heads	$225.00
301-400	devices or heads	$275.00
401-500	devices or heads	$325.00
501-600	devices or heads	$375.00
601-700	devices or heads	$425.00
701-800	devices or heads	$475.00
801-900	devices or heads	$525.00
> 900 *	devices or heads	$575.00

*(*plus $0.50 per every device or head greater than 900)*

Other Fees

Fire Incident Reports, Investigative reports, and/or medical reports

0 to 2 years after date of incident	$25.00 per incident
2 to 4 year after date of incident	$35.00 per incident
5 or more years after date of incident	$75.00 per incident

FOIA/KORA requests for data will be calculated at a rate of $25.00 a hour.

Any re-inspection that is required shall be subject to a ..... $200.00 re-inspection fee

Additional Plan Review Fee resulting from an incomplete submittal or denial of plans ..... One-half of original fees
(minimum charge - $35)

Return Check Fee ..... $30.00, plus original fees

Reproduction cost of 35mm, digital, video or audiocassette ..... $35.00 per hour, plus actual cost of reproduction cost
(minimum charge - $35)

Section 105 Permits *is further amended 105.6.32 and 105.6.50 which shall read as follows:*

105.6.32 Open burning. An operational permit is required for the kindling or maintaining of any open fire or a fire on any street, alley, road, or other public or private ground in accordance with Section 307. Instructions and stipulations of the permit shall be adhered to. Permits can be obtained online or at any Sedgwick County Fire District One fire station.

Exception: Recreational Fire. An outdoor fire burning material other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or pit, and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height and utilized for pleasure, religious, ceremonial cooking, warmth or similar purpose.

105.6.50 Wood Products. An operational permit is required to store chips, hogged material, lumber, plywood or wooden pallets in excess of 2500 cubic feet.

Section 106 Fees *is further amended with the addition of new Section 106.1.2, which shall read as follows:*

106.1.2 Payment of fees. Cash, personal check, cashier's check, or money order may be used for the payment of permits and other fees required by this Code. Also, when permitted by the administration of Sedgwick County Fire District One, credit cards may be used for the payment of permits and other fees required by this Code. In any case where a check issued for payment of permits or other fees required by this code is returned marked "insufficient funds" or "account closed" or otherwise dishonored, the remitter of the check shall be liable for a $30.00 return check service charge, in addition to the permit or other fee. The amount of the returned check, together with the service charge shall constitute a debt due the County, which may be collected by suit or otherwise. Nothing in this subsection shall be construed so as to exclude criminal prosecutions as in other cases involving dishonored checks. A returned check shall void and nullify any approval granted by the Fire Department until such time as a new permit application is reviewed and approved by the Fire Department. Payment of those fees shall be either by certified check or by cash.

SECTION 109, BOARD OF APPEALS *is hereby deleted in its entirety and a new Section 109 is hereby adopted, which shall read as follows:*

109.1 Board of Appeals established. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of the I.F.C, there shall be and hereby is created a Board of Appeals consisting of six (6) members who are qualified by experience and training to pass upon pertinent matters and who are not employees of Sedgwick County or Sedgwick County Fire District One, who shall be qualified, appointed and sworn to the office before the Sedgwick County Clerk. The Board of Appeals shall be appointed by the governing body of Sedgwick County Fire District One to serve at its pleasure and each board member so appointed shall serve for a term of three (3) years. In the event of the death, resignation or disqualification of any member of the Board of Appeals, such member's successor shall be appointed as herein provided to fill only the un-expired term caused by the vacancy. The Board of Appeals shall adopt reasonable rules, procedures, and regulations for conducting its investigations and hearing appeals and the Board of Appeals shall appoint one of its members to serve as secretary whose duty shall be to keep

accurate written minutes of each meeting, and the Board of Appeals shall render all findings and decisions in writing to the Fire Chief with a duplicate copy to the applicant or appellant. The Board of Appeals members' terms in place at the time of the enactment of this Code are unaffected by said enactment.

The Board of Appeals shall consist of at least one individual from each of the following professions:

1. Registered design professional that is a registered architect with at least ten years of experience, five of which shall have been in responsible charge of work.
2. Registered design professional with structural engineering or architectural experience.
3. Registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years of experience, five of which shall have been in responsible charge of work.
4. Registered design professional with electrical engineering experience; or an electrical contractor with at least ten years of experience, five of which shall have been in responsible charge of work.
5. Registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years of experience, five of which shall have been in responsible charge of work.
6. Licensed General contractor with at least ten years of experience regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.

109.1.1 Application for appeal. All appeals shall be made in writing to the Chief of the Fire Department within ten (10) calendar days of the pronouncement of the decision being appealed from, or be forever barred. Any applicant or appellant desiring to use alternate materials or types of construction shall guarantee payment of all expenses for any tests deemed necessary by the Board of Appeals. Any appeal shall be heard by the Board of Appeals not less than 30 calendar days from the date upon which the Fire Department received said applicant's or said appellant's written notification to appeal the matter.

109.2 Limitations on authority and jurisdiction. An application for appeal shall be based on a claim that the intent of this Code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this Code do not fully apply, or an equivalent method of protection or safety is proposed. The Board shall have no authority to waive requirements of this Code. In making its decision, the Board of Appeals shall consider the degree of safety to be achieved and any resulting detriment to the public welfare, and if available, the Board of Appeals shall use established standards of nationally recognized laboratories and research organizations. The Board, in cooperation with the Fire Chief, shall make a review of the Fire Code as deemed necessary and appropriate and they shall make a report to the governing body of Sedgwick County Fire District One regarding recommendations for changes thereto.

109.3 Conflict of interest. Board members with a material or financial interest in a matter before the Board of Appeals shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters.

109.4 Appeal of Board of Appeals Decision. Within 30 days of the final decision of the Board, any person aggrieved thereby may maintain an action in the District Court of Sedgwick County to determine the reasonableness of such final decision.

SECTION 110, VIOLATIONS *is hereby amended and additions shall read as follows;*

110.1 Unlawful acts. Any person who shall violate any of the provisions of the I.F.C. hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by the Sedgwick County Court, within the time fixed for correction of the violation by the Board of Appeals or the Sedgwick County Court, shall be, severally for each and every such violation and noncompliance, respectively, guilty of a violation of the Sedgwick County Code, punishable by a fine according to the fine schedule in Section 8-5 of the Sedgwick County Code, which is included immediately below, along with any Special Class Violations that are specific to the Fire Code. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects. The number of the offense in the table below corresponds with the number of convictions for that specific violation, which occurred within a 12-month period.

Class	1st Offense	2nd Offense	3rd Offense
A	$ 5.00	$ 10.00	$ 15.00
B	15.00	30.00	45.00
C	20.00	40.00	60.00
D	30.00	60.00	90.00
E	40.00	80.00	120.00
F	50.00	100.00	150.00
G	75.00	150.00	225.00
H	150.00	300.00	450.00
I	500.00		
Special Class Violations	1,000.00		

110.3.1.1 Issuance of uniform complaint and notice to appear. Whenever the Code Official or a code enforcement officer authorized under this article has probable cause to believe that a person, firm, or corporation is committing or has committed a violation of any provision of the Fire Code, the Code Official or such code enforcement officer may serve upon such accused

person a uniform complaint and notice to appear, or in the alternative, may sign a complaint against the accused person and cause a notice to appear to be issued according to the provisions of Section 8-2 of the Sedgwick County Code. Pursuant to K.S.A. 19-101d, prosecution for any such violation shall be conducted in the manner provided by law in Chapter 8 of the Sedgwick County Code. Writs or processes necessary for the prosecution of such violations shall be substantially in the form of writs and process as described in K.S.A. 19-4738 and as set forth by the Kansas Judicial Council. The County shall provide all necessary supplies, forms and records at its own expense.

110.3.3.1 Procedures. Procedures for prosecution of violations of the Fire Code and this article shall be pursuant to Chapter 8 of the Sedgwick County Code.

110.4.2 Classification of violations and schedule of fines. An accused person who has been convicted for violation of any provision of the Fire Code shall be deemed guilty of a violation thereof and in accordance with K.S.A. 19-4716, shall be subject to payment of a fine which shall be fixed by the Court; provided further, the maximum fine for any violation of this article shall be assessed according to the classification of violations and schedules of fines in Section 8-5 of the Sedgwick County Code and Section 109.1 of the Fire Code (which includes special class violations specific to the Fire Code and that are meant to supplement the table within Section 8-5 of the Sedgwick County Code) and subject to the enhancements contained therein. Every violation of this article shall be a class I violation, except that those violations separately listed in Schedules A & B of the Fire Code shall be classified as set forth in said Schedules. Violations listed in Schedule B are special class violations, which shall carry a maximum fine of $1,000.00 each.

110.4.3 Separate Offense. With respect to violations of the Code that are continuous with respect to time, each day the violation continues is a separate offense and shall be punishable as a separate violation. Provided, however, that if any person, firm or corporation is found guilty of a violation hereunder and it shall appear to the Court that the violation complained of as prescribed in the Fire Code is continuing, then in addition to the penalty as set forth, the Court may enter such order as it deems appropriate to cause the violation to be abated.

SECTION 114, PLAN REVIEW *is hereby added, establishing a system of plan review and fees for same.*

114.1 Plan review mandatory. All building plans required by law to be submitted to the Metropolitan Area Building and Construction Department ("MABCD") for plan review shall also be submitted to Sedgwick County Fire District One, whenever the location of the project described in the building plans is within the taxing district boundaries of Sedgwick County Fire District Number One, or in a jurisdiction that has entered into a separate agreement with Sedgwick County Fire District One for the purpose of the Fire Department's service or review and determination whether the building plans are in compliance with the provisions of this Code. When building plans are not required to be submitted to the MABCD for plan review, but are required to be submitted to the Sedgwick County Fire District One by another building code enforcement agency, the building plans shall be submitted in such form and detail as approved by Sedgwick County Fire District One.

Exception: Building plans for projects other than roofed and walled structures built for permanent use are not required to be submitted to Sedgwick County Fire District One pursuant to this Section.

114.2 Applicant to state value of construction. The person, firm or corporation submitting the building plans shall state thereon, or on an attachment thereto, the value of the construction reflected on the plans, and by that person's, individual's or authorized corporate representative's signature thereon, shall certify that the value of construction so stated truly, accurately and within a reasonable degree of certainty describes the value of construction.

114.3 Plans and Specifications. Whenever plans are submitted in accordance with Section 114.1, An electronic set of all plans, engineering calculations, diagrams and other data shall be submitted. All plan designs and calculations concerning an automatic sprinkler system shall be submitted by individuals who comply with the licensing requirements of Section 901.3.1. Engineers and architects submitting plans shall be licensed by the State of Kansas to practice in their respective professions.

114.4 Information Required. All plans and specifications shall be drawn to scale when possible and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed. All plans and specifications shall show in detail that the proposed work conforms to the provisions of the Fire Code and all relevant laws, resolutions or ordinances, rules and regulations of the jurisdiction for which the work is conducted

114.5 Fee assessed. Sedgwick County Fire District One shall assess a plan review fee for the service, and the fee shall be based on the value of construction as certified pursuant to Section 114.2 and shall be twenty-five percent (25%) of the plan review fee assessed by the MABCD as established in the current Wichita/Sedgwick County Unified Building and Trade Codes. The MABCD shall remit twenty-five percent (25%) of the plan review fee it collects to the Sedgwick County Fire District One to satisfy this fee amount. Whenever another building code enforcement agency does not use the plan review fee schedule as established in the current Wichita/Sedgwick County Unified Building and Trade Codes, Sedgwick County Fire District One shall assess a plan review fee in accordance with Schedule C of the Fire Code, which shall be the result of multiplying the value of the construction by the applicable multiplier.

114.6 Payment of fee. The plan review fee shall be paid by the person, individual or corporation submitting the building plans by cash, personal check, cashier's check, debit/credit card or money order made payable to Sedgwick County Fire District One and shall be paid at the time the building plans are delivered to Sedgwick County Fire District One. The plan review fee due to the Sedgwick County Fire District One may be included in the payment of fees due to the MABCD for the purpose of presenting only one check for payment thereof. MABCD shall deposit the appropriate amount of the plan review fee into the account of Sedgwick County Fire District Number One, as payment is received.

114.7 Payment of fee required prior to plan review. The plan review required in Section 112.1 shall not be completed until the required plan review fee has been paid.

114.8 Plan review required. It shall be unlawful for a person to proceed with construction until building plans have been approved by the Sedgwick County Fire District One, whenever such plan review is required by the Fire Code.

114.9 Dishonored checks. In any case where a check issued for payment of plan review fees is returned marked "insufficient funds" or "account closed" or otherwise dishonored, the remitter of the check shall be liable for a $30.00 return check charge, in addition to the plan review fee. The amount of the returned check, together with the service charge shall constitute a debt due the county, which may be collected by suit or otherwise. Nothing in this subsection shall be construed so as to exclude criminal prosecutions as in other cases involving dishonored checks.

SECTION 302.1, DEFINITIONS *is hereby amended as follows:*

AERIAL LUMINARY. Commonly known as a sky lantern or a floating lantern, an aerial luminary refers to an airborne paper object containing a device for fuel that heats air from the inside causing it to rise into the air and remain airborne until extinguished, or any other unmanned free floating device which includes a flame or other heating device to heat air as a lifting mechanism.

BONFIRE. An outdoor fire utilized for ceremonial purposes, which does not meet the criteria for a recreational fire. A burn permit is required for a bonfire.

SECTION 304, COMBUSTIBLE WASTE MATERIAL *is hereby amended as follows:*

304.3.2 Capacity exceeding 7.33 cubic feet. Containers with a capacity exceeding 7.33 cubic feet (55 gallons) shall be provided with screen/spark arrester with maximum one quarter inch openings. Containers and screens shall be constructed of noncombustible materials.

SECTION 307, OPEN BURNING AND RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES *is hereby amended as follows:*

307.2 Permit required. A permit shall be obtained from Sedgwick County Fire District One in accordance with Section 105.6.32 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, a bonfire, or any open burning. Application for such approval shall only be presented by and permits shall only be issued to the owner of the land upon which the fire is to be kindled, or said owner's designee. The individual that applies for a permit must be at least 18 years old. Any fire for which a permit is required by this Section must be tended to by an individual not less than 18 years old and of suitable intelligence. Instructions and stipulations indicated on the permit shall be adhered to. Permits can be obtained online or at any Sedgwick County Fire District One fire station. Any burning operation that does not fit the standard burn permit requirements must be approved by the Sedgwick County Fire Marshal's office prior to burning.

307.4 Location. Open burning shall not be conducted within 100 feet of any structure or other combustible material. Conditions which could cause the fire to spread to within 100 feet of a structure shall be eliminated prior to ignition.

307.4.1 Bonfires. A bonfire shall not be conducted within 100 feet of a structure or combustible material unless the bonfire is contained in a barbecue pit. Conditions that could cause a fire to spread within 100 feet of a structure shall be eliminated prior to ignition.

307.6 Illegal Materials. Burning of any heavy smoke-producing material is strictly prohibited. Pursuant to Kansas Administrative Regulation 28-19-647(e)(2) and this Section, burning of tires, pallets, railroad or bridge lumber, any treated lumber, plastics or rubber is considered to be the burning of heavy smoke-producing material. When burning wood products, only wood which has not been painted, cleaned, stained, and is not or has not been furniture, may be burned.

SECTION 308, OPEN FLAMES *is hereby amended by adding new Section 308.3.3*

308.3.3 Aerial luminaries. It shall be unlawful to sell, ignite, possess or otherwise use an aerial luminary, also known by the name sky lantern.

SECTION 311, VACANT PREMISES *is hereby amended as follows:*

311.1.1 Abandoned premises. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation in accordance with the current Sedgwick County Code.

SECTION 503, FIRE APPARATUS ACCESS ROADS *is hereby amended as follows:*

503.1 Where required. Fire apparatus access to single family, agriculture or accessory structures shall be provided and maintained in accordance with the current Sedgwick County Service Drive Code, located within Chapter 12, Article III of the Sedgwick County Code. In all other cases, fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

SECTION 507, FIRE PROTECTION WATER SUPPLIES Section 507.5.1.1 *is amended and shall read as follows:*

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 150 feet of the Fire Department connection.

Exception: The distance shall be permitted to exceed the 150 feet where approved by the Fire Code Official.

SECTION 603, FUEL-FIRED APPLIANCES *is hereby amended as follows:*

603.8.3 Restrictions. Use of free-standing incinerators is prohibited, except that the occupant of a single family dwelling may burn only the combustible residential trash of the occupant of such single family dwelling in a free-standing incinerator of a design that is in accordance with specifications provided by Sedgwick County Fire District One and provided further that such free-standing incinerator is located and operated at least one hundred feet (100') from any dwelling, structure, or building, whether occupied or not, and ten feet (10') from any property line. Free-standing incinerator operations shall not be conducted on a parcel of land less than 5 acres unless owner has obtained prior approval from the Fire Code Official.

603.8.4 Time of burning. Burning of residential trash shall only be conducted one hour after sunrise to one hour before sunset.

SECTION 607, COMMERCIAL KITCHEN HOODS *is hereby amended as follows:*

607.2 Where required. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors.

607.2.1 Domestic cooking appliances used for noncommercial purposes may be permitted. These noncommercial domestic cooking appliances shall be equipped with an exhaust hood with a fire suppression system.

SECTION 901, FIRE PROTECTION AND LIFE SAFETY SYSTEMS

901.3.1 Authorized Installers. No person or business entity shall install any system regulated by this section unless said person or business entity is a licensed fire protection contractor who has passed an appropriate examination. The International Code Council test for general contractors in the state of Kansas located at 5360 S Workman Mill Road, Whittier, California 90601, and the "Block Test" administered by Experior, 2100 NW 53rd Avenue, Gainesville, Florida 32653-2149, are designated as the standard examinations for determining the qualifications of persons seeking licensure.

901.6.1.1 Authorized Inspectors, test and maintenance personnel. No person or business entity shall inspect, test or maintain any system regulated by this section unless said person or business entity is a licensed fire protection contractor who has passed an appropriate examination. The International Code Council test for general contractors in the state of Kansas located at 5360 S Workman Mill Road, Whittier, California 90601 and the "Block Test" administered by Experior, 2100 NW 53rd Avenue, Gainesville, Florida 32653-2149, are designated as the standard examinations for determining the qualifications of persons seeking licensure.

SECTION 903, AUTOMATIC SPRINKLER SYSTEMS *is hereby amended as follows:*

Section 903, Automatic Sprinkler Systems *is further amended with the editing of Sections 903.2.1.2, 903.2.8, 903.2.11.1.1, 903.2.11.3 and 903.3.7, which shall read as follows:*

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-02 occupancy to and including the level of exit discharge serving that occupancy where one of the following conditions exists:

1. ***The fire area exceeds 5,000 square feet*** (464 m^2).

2. The fire area has an occupant load of 100 or more.

Exception: the fire area occupant load may go to 299 people if a 3rd exit or fire alarm is added that is approved by the Fire Code Official or the Building Official or duly authorized representative.

3. The fire area is located on a floor other than a level of discharge serving such occupancies.

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Automatic sprinkler systems are not required when K.S.A. 12-16,219 applies. ("Residential structure" referring to a single-family dwelling or multi-family dwelling of two attached living units or less or any manufactured home.)

903.2.11.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 30 inches (762 mm) in width and 48 inches (1219 mm) in height. Such openings shall be accessible to the Fire Department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

903.2.11.3 Buildings of 30 feet or more in height. An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of 30 or more that is located 30 feet or more above the lowest level of fire department vehicle access.

Exceptions:

1. Airport control towers.

2. Open parking structure.

3. Occupancies in Group F-2.

SECTION 904, ALTERNATIVE AUTOMATIC FIRE-EXTINGUISHING SYSTEMS

***Section 904** is amended by adding new Section 904.12.5.4, which shall read as follows:*

904.12.5.4 Inspection and cleaning. The entire exhaust system, including hoods, grease-removal devices, fans, ducts and other appurtenances, shall be inspected in accordance with the schedule set forth in Table 904.12.5.4. Inspections shall be recorded on an inspection card permanently attached to the system, and the record shall state the time and date of inspection. Upon inspection, if found to be contaminated with deposits from grease-laden vapors, the entire exhaust system shall be cleaned in accordance with this section and N.F.P.A. 96 by a qualified kitchen exhaust system cleaner. The cleaning shall meet the following requirements:

1. Hoods, grease removal devices, fans, ducts, and other appurtenances shall be cleaned to bare metal prior to surfaces becoming heavily contaminated with grease or oily sludge.

2. At the start of the cleaning process, electrical switches that could be activated accidentally shall be locked out.

3. Components of the fire suppression system shall not be rendered inoperable during the cleaning process.

4. Fire-extinguishing systems shall be permitted to be rendered inoperable during the cleaning process

5. Flammable solvents or other flammable cleaning aids shall not be used.

6. Cleaning chemicals shall not be applied on fusible links or other detection devices or the automatic extinguishing system.

7. After the exhaust system is cleaned to bare metal, it shall not be coated with powder or other substance.

8. All access panels (doors) and cover plates shall be replaced.

9. Dampers and diffusers shall be positioned for proper airflow.

10. When cleaning procedures are completed, all electrical switches and system components shall be returned to an operable state.

11. Cleanings shall be recorded on a card permanently attached to the system, and the record shall state the extent, time and date of cleaning, and name of the individual and company that cleaned the system.

12. Cleaners shall inspect the entire exhaust system following a cleaning.

13. Certificates of inspection and cleaning shall be maintained on the premises and are subject to inspection during regular business hours by the Sedgwick County Fire Department.

Table 904.12.5.4
EXHAUST SYSTEM CLEANING SCHEDULE

TYPE OR VOLUME OF COOKING FREQUENCY	FREQUENCY
Systems serving solid fuel cooking operations.	Monthly
Systems serving high-volume cooking operations such as 24-hour cooking, charbroiling, or wok cooking.	Quarterly
Systems serving moderate-volume cooking operations.	Semi-annually
Systems serving low-volume cooking operations, such as churches, day camps, seasonal businesses, or senior centers.	Annually

SECTION 905, STANDPIPE SYSTEMS, Section 905 *is amended and shall read as follows:*

Section 905.3.1 Height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 20 feet above the lowest level of the Fire Department vehicle access, or where the floor level of the lowest story is located more than 20 feet below the highest level of Fire Department access.

Exceptions 1-7 will remain unaltered.

SECTION 912, FIRE DEPARTMENT CONNECTION

Section 912.2.1.1 *is hereby created and shall read as follows:*

912.2.1.1 Horn/Strobe Device. A horn/strobe device shall be installed directly above the Fire Department connection and shall activate in conjunction with the fire alarm system.

912.2.3 Fire department connections. The maximum distance shall be 150 feet (45 720 mm) from a fire hydrant. The required hydrant shall be no closer than 40 feet (12 192 mm) to the structure. A horn and strobe will be located above the FDC. Any variances to this requirement shall be approved by the Code Official.

SECTION 1010, DOORS, GATES, AND TURNSTILES 1010.1.9.4.1 *is hereby created, and shall read as follows:*

1010.1.9.4.1 Unapproved hardware. Any hardware added to a door, gate or turnstile that prevents or alters the intended operation of the door, gate or turnstile shall not be permitted.

SECTION 3108, USE AND OCCUPANCY-RELATED REQUIREMENTS

Section 3108 *is created by adding new Section 3108.12, which shall read as follows:*

3108.12 Special amusement operations. Special Amusement operations shall comply with the requirements of Sections 3101 through 3108, and the following additional requirements:

Exception: Amusement buildings or portions thereof that are without walls or a roof and constructed to prevent the accumulation of smoke.

3108.12.1 Special amusement building. A special amusement building is any temporary or permanent building, or portion thereof, that is occupied for amusement, entertainment or educational purposes, and that contains a device or system that conveys passengers or provides a walkway along, around or over a course in any direction so arranged that the means of egress path is not readily apparent due to visual or audio distractions or is intentionally confounded or is not readily available because of the nature of the attraction or mode of conveyance through the building or structure. This term shall include any structure, facility or area or any part thereof operated as a special amusement operation, haunted house, fun house, spook house, haunted cave or mansion, spook walk, haunted forest, whether or not such operation or use is for profit.

3108.12.2 Automatic fire detection. Special amusement buildings shall be equipped with an automatic fire detection system in accordance with Section 907.

3108.12.3 Automatic sprinklers. Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.

Exception: Automatic fire sprinklers are not required where the total floor area of a temporary special amusement building is less than 1,000 square feet (93 m 2) and the travel distance from any point to an exit is less than 50 feet (15 240 mm).

3108.12.4 Alarm. Actuation of a single smoke detector, the automatic sprinkler system or other automatic fire detection device shall immediately sound an alarm at the building at a

constantly attended location from which emergency action can be initiated including the capability of manual initiation of requirements in Section 907.

3108.12.5 Emergency voice/alarm communications system. An emergency voice/alarm communications system shall be provided in accordance with Section 907, which is also permitted to serve as a public address system and shall be audible throughout the entire special amusement building.

3108.12.6 Exit marking. Exit signs shall be installed at amusement building required exit or exit access doorways. Approved directional exit markings shall also be provided. Where mirrors, mazes or other designs are utilized that disguise the path of egress travel such that they are not apparent, approved low-level exit signs and directional path markings shall be provided and located not more than 8 inches (203 mm) above the walking surface and on or near the path of egress travel. Such markings shall become visible in an emergency. The directional exit marking shall be activated by the automatic fire detection system and the automatic sprinkler system in accordance with Section 907.2.11.2.

3108.12.7 Interior finish. The interior finish shall be Class A in accordance with Section 803.1.

3108.12.8 General requirements. When the maze concept is used, there shall be no dead-end corridors and there shall be an obvious exit out of the maze every twenty feet (20') of linear travel. All stairways shall be illuminated at a level of at least one foot-candle.

3108.12.8.1 Groups of children age 12 and under must be accompanied or supervised by a staff person who is 18 years of age or older. Such groups shall consist of not more than 20 persons. The staff person must have in his/her possession an operable flashlight and shall be completely familiar with the special amusement operation or other similar installation.

3108.12.8.2 There shall be no smoking allowed at any time by anyone inside the special amusement operation or other similar installation. No smoking signs shall be posted.

3108.12.8.3 All electrical installations shall meet the requirements of the ICC Electrical Code.

3108.12.8.4 Sedgwick County Fire District One shall be contacted prior to the operation of the special amusement operation or other similar installation for an inspection and planning of evacuation procedures. A plan shall be provided to the Sedgwick County Fire District One to accommodate these procedures, which shall show all entries and exits

3108.12.8.5 The total number of occupants at any time shall be limited to the number allowed by the Sedgwick County Fire District One after the inspection has been performed.

3108.12.8.6 There shall be no open flame devices or temporary heaters used.

3108.12.8.7 Emergency lighting shall be provided.

3108.12.8.8 Tunnels shall not be lower than three feet (3'), or longer than four feet (4') with a removable lid.

3108.12.8.9 Parking shall not limit access to emergency apparatus.

3108.12.8.10 A telephone shall be installed for emergency use, unless an exception is granted by Sedgwick County Fire District One for the use of a mobile phone.

3108.12.8.11 The use of Visquene plastic sheeting or other black plastic sheeting shall be strictly prohibited.

SECTION 5006, HAZARDOUS MATERIALS-UNATTENDED PARKING OF VEHICLES, *is hereby created, and shall read as follows:*

5006.1 Unattended Parking. No operator of a commercial delivery vehicle such as a box van, bob tail, truck trailer or tank truck containing products classified by federal, state or local regulatory agencies as hazardous materials, including but not limited to explosives and blasting agents, compressed gases, flammable and combustible liquids, flammable solids, oxidizers, organic peroxides, pyrophoric material, unstable reactive materials, water reactive materials, cryogenic fluids, highly toxic and toxic materials, radioactive materials, corrosives, health and biomedical hazards and irritating materials, shall park or leave such vehicle unattended on any street, highway, avenue or alley within five hundred feet (500') of any residential area, apartment or hotel complex or educational, hospital or health care facility at any time, or at any other place that would, in the opinion of the Chief of the Fire Department, present a life or property hazard

EXCEPTIONS: This shall not prohibit parking or absence of the operator, (1) in connection with loading or unloading, (2) for meals during the day or night if the street is well lit at the place of parking, and (3) for the purpose of securing assistance in case of emergency.

SECTION 5601, EXPLOSIVES & FIREWORKS- GENERAL *is hereby amended as follows:*

Section 5601.1.3 Fireworks, *is hereby deleted in its entirety and a new Section 5601.1.3 is hereby adopted, which shall read as follows:*

Section 5601.1.3 Fireworks. No person shall possess, manufacture, store, offer or expose for retail sale, use, discharge, explode, or handle fireworks.

Exceptions:

1. Storage and handling of fireworks as permitted by Sections 5604 and 5609.

2. Manufacture, assembly and testing of fireworks as allowed by 5605.

3. The use of fireworks for display as permitted by the 2018 International Fire Code, Section 5608.

4. The possession, storage, sale, handling and usage of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, for consumer fireworks.

5. The "Section 5610, Specific Exceptions" included within this Article.

5601.2.4 Financial responsibility. Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000.00 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property, which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The Code Official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement. Said bond or certificate of insurance shall name as additional insureds the Board of County Commissioners of Sedgwick County, Kansas, Sedgwick County Fire District One, their agents, officers, and employees. Any display on property not owned by Sedgwick County shall also include that facility, location, and/or property owner as an additional insured.

5601.4 Qualifications. Persons in charge of magazines, blasting, fireworks display, or pyrotechnic special effect operations shall provide proof of licensure by the State of Kansas and comply with NFPA 495 (Kansas edition), shall not be under the influence of alcohol or drugs which impair sensory or motor skills, shall be at least 21 years of age, and shall demonstrate knowledge of all safety precautions related to the storage, handling or use of explosives. explosive materials or fireworks.

SECTION 5608, FIREWORKS DISPLAY *is hereby amended as follows:*

5608.2.1 Outdoor Displays. A permit for an outdoor pyrotechnic display shall be granted only to a licensed pyrotechnic operator. Permit applications shall be submitted only by a licensed pyrotechnic operator. and shall be made no less than 10 days prior to the scheduled date of the display. Applications submitted less than 10 days prior to the scheduled date of display may be accepted at the discretion of the Code Official. No permit shall be submitted more than 60 days prior to the scheduled date of the display unless a signed contract for such display is in the applicant's possession and presented at the time of application. In addition to the requirements of Section 403. the permit application shall include a diagram of the grounds on

which the display is to be held showing the point which the fireworks are to be discharged; the locations of buildings, highways and other lines of communication; the lines behind which the audience is to be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. No permit shall be transferable. Permits shall be issued by Sedgwick County Fire District One. The permit fee to engage in a public display of fireworks shall be $100.00 per event, except that the permit fee shall increase by $25.00 for each day the application is submitted less than the 10 days as set forth above.

Section 5608.2 *is further amended by adding new Sections 5608.2.3 and 5608.2.4, which shall read as follows:*

5608.2.3 Indoor Displays. A permit for an indoor pyrotechnic display shall be granted only to a licensed pyrotechnic operator. Permit applications shall be made not less than 10 days prior to the scheduled use or date of the display. Applications submitted less than 10 days prior to the scheduled date of display may be accepted at the discretion of the Code Official. No permit shall be submitted more than 60 days prior to the scheduled date of a use or display unless a signed contract for such display is in the applicant's possession and presented at the time of application. The permit application shall include a diagram of the location and a plan for the use of the pyrotechnic material. At the time of the permit application, the Code Official shall be consulted regarding requirements for standby fire personnel. After the permit has been issued, possession, storage and use of pyrotechnic material for the purpose indicated in the plan at the location shown shall be lawful for that purpose only. No permit shall be transferable. Permits shall be issued by the Sedgwick County Fire District One. The permit fee to engage in an indoor pyrotechnic display shall be $100.00 per event, except that the permit fee shall increase by $25.00 for each day the application is submitted less than the 10 days as set forth above.

5608.2.4 Fireworks display permits. All fireworks display permits are required to be in the possession of the licensed pyrotechnic operator of the display at the time of the display, and are not transferable to any other person or location.

Section 5610, CONSUMER FIREWORKS*, is hereby created and shall read as follows:*

Section 5610 *is hereby adopted, which shall read as follows:*

5610.1 Sale of Fireworks Prohibited. Retail sale of fireworks, Consumer Fireworks (1.4G) within the confines of the unincorporated area of Sedgwick County, Kansas is prohibited. This shall not apply to municipalities within the confines of Sedgwick County that have authorized such sales by ordinance.

5610.2 Retail display and sale. Fireworks displayed for retail sale, where allowed by applicable municipal ordinances, shall be provided with a minimum of one (1) pressurized-water portable fire extinguisher complying with Section 906 shall be located not more than fifteen (15) feet (4572 mm) and not less than ten (10) feet (3048 mm) from

the hazard. "No Smoking" signs complying with Section 310 shall be conspicuously posted in areas where fireworks are stored or displayed for retail sale.

5610.3 Distributors. A distributor of fireworks shall not sell, or otherwise exchange by any means, fireworks within the county, except to a person who exhibits a current fireworks display permit granted by Sedgwick County Fire District One for a supervised public display of fireworks or to a person who exhibits a current fireworks display permit granted by a municipality located within the county for a fireworks display within that municipality if such fireworks display permit is required by that municipality.

5610.4 Business Operations. Persons, corporations, partnerships or other entities engaged in the business of manufacture, storage and sale at wholesale of fireworks shall be permitted to manufacture, to possess, to store and to offer for bona fide sale at wholesale to a bona fide purchaser at wholesale who is regularly engaged in the business of selling fireworks, any fireworks, provided that it shall be the duty of such person, corporation, partnership or other entity engaged in the business of manufacture, storage or sale at wholesale of fireworks to ascertain with reasonable certainty that the purchaser of such fireworks is a bona fide purchaser at wholesale and is regularly engaged in the business of selling fireworks. Such determination shall be ascertained after requiring and recording the name and address of the purchaser, proof of the purchaser's state sales tax number and a list of outlets at which the purchaser will sell such fireworks at retail.

5610.5 Unlawful Acts. It shall be unlawful for any person to use, utilize or occupy any structure, building, part thereof or appurtenance thereto, to manufacture, store, offer for sale at wholesale, expose for sale at wholesale or sell at wholesale any fireworks without a permit for such use, utilization or occupancy issued by Sedgwick County Fire District One. No such permit shall be issued unless and until each structure, building, part thereof or appurtenance thereto shall have been inspected by Sedgwick County Fire District One and each are determined to be suitable for such occupancy pursuant to the I.F.C. Each structure, building, part thereof or appurtenance thereto shall be required to have a permit. Permits issued in accordance with this provision or its predecessor provision shall be valid for one (1) year from the date of issuance, at which time said permit(s) shall expire and such structure, building, part thereof or appurtenance thereto shall again be subject to passing such inspection before a new permit may be issued and such use, utilization or occupancy continued. No such permit shall be issued prior to payment by the owner or occupant of such premises of a permit fee in accordance with Table 105.1.4. Application for a permit shall be made at least fourteen (14) days prior to time it is required hereunder.

5610.6 Illegal discharge. A person shall not, at any time, ignite or discharge fireworks within 1,000 feet of any hospital, sanitarium, infirmary, retirement or nursing home, wildlife reserves, parks or zoo; into, under or on a car, vehicle, motorcycle, or other means of transportation, whether moving or standing still; or on a public road or the

right-of-way adjoining a public roadway. Fireworks shall not be discharged within 100 feet of any facility where fireworks are stored.

5610.7 Illegal possession of fireworks. No person shall possess Consumer Fireworks (1.4G) except as provided for during the time period established in Section 5610, Exceptions.

5610.8 Seizure of fireworks. Fireworks which are illegally offered, used, discharged, possessed or transported in violation of the provisions of this code shall be subject to seizure by the Fire Marshal or designee, and/or any Sedgwick County Sheriff Officer. Seizure of said fireworks is at the discretion of the Fire Marshal, the Fire Marshal's designee, and/or any Sedgwick County Sheriff Officer.

5610.9 Disposition of seized fireworks. Fireworks seized under this section may be disposed of by summary destruction at any time subsequent to 15 days from the seizure of the fireworks, unless a petition is filed by the owner thereof under Section 5610.9.1.

5610.9.1 Petition by owner for possession.

1. Any person whose fireworks are seized under the provisions of this code may, within 10 days after the seizure, submit a written petition to the Sedgwick County Court by filing the petition with the County Court Clerk, upon the grounds that the fireworks were illegally or erroneously seized. Upon the filing of the petition, the County Court Clerk shall set a hearing date on the regular court calendar and notify any involved local fire or law enforcement agency. The proper filing of the petition shall stay the disposal of the fireworks until the County Court enters a final order, unless a timely appeal is taken thereafter, then disposal shall not occur until a final judgment is rendered.

2. If any petition filed requests a hearing, the County Court Judge shall hear the person on the scheduled court date. The County Court Clerk shall give written notice of the hearing to the petitioner by regular US mail. The hearing shall be held in accordance with the Sedgwick County Code and K.S.A. 19-4723. The Court shall rule upon the petition after completion of the hearing.

3. If the petitioner fails to appear at the date and time set for the hearing, the fireworks seized shall be forthwith disposed of in the manner determined by the Fire Marshal or designee.

4. The County Court may order the fireworks seized under these regulations disposed of, or, if illegally or erroneously seized, returned to the petitioner.

5. The judgment of the County Court may be appealed to the District Court in the same manner as allowed by K.S.A. 19-4737.

Section 5610, Specific Exceptions: *Possession and proper discharge allowed.*

1. Beginning 8:00 a.m. (0800) on June 27th and ending 12:00 a.m. (0000), midnight, July 5th, the possession of Consumer Fireworks (1.4G) shall be allowed, unless otherwise restricted by this code.

2. Beginning at 8:00 a.m. (0800) and ending at 12:00 a.m. (0000), midnight, on July 1, 2, 3 and 4th, the discharge of Consumer Fireworks (1.4G) shall be allowed, unless otherwise restricted by the code. In the event the Fourth of July Federal Holiday falls on July 5th of any particular year, the discharge of Consumer Fireworks (1.4G) shall be allowed one additional day, beginning at 8:00 a.m. (0800) and ending 12:00 a.m. (0000), midnight on July 5th.

3. Discharge of Consumer Fireworks (1.4G) is allowed on private or residential property located within the unincorporated area of Sedgwick County during the dates and time established herein, and only with permission of any person or entity having an ownership interest therein. An adult residing on the property or having an ownership interest therein shall supervise the use, explosion and/or discharge of fireworks on such property.

4. Discharge, explosion or use of fireworks of any kind shall not be allowed upon any public road, street, highway, avenue or alley or in any public

park or public place within unincorporated Sedgwick County, unless expressly approved in writing by the Sedgwick County Board of County Commissioners. Discharge, explosion or use of fireworks on any property owned by Sedgwick County shall not be allowed. unless expressly approved in writing by the Sedgwick County Board of County Commissioners.

SECTION B105, FIRE-FLOW REQUIREMENTS FOR BUILDINGS (APPENDIX B) *is hereby amended as follows:*

Section B.105.1 *is hereby deleted in its entirety.*

B.105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.2 and B105.1 (2).

SECTION C102, LOCATION (APPENDIX C) *is hereby amended as follows:*

C102.1 Number of Fire hydrant. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1

Exception: In those areas not served by a municipal or rural water supply system, alternate means of fire protection may be considered by the Code Official.

SECTION D101, GENERAL (APPENDIX D) *is hereby amended as follows:*

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code. Access to single-family residences, agriculture or accessory structures shall be in compliance with the current Sedgwick County Service Drive Code, located within Chapter 12, Article III of the Sedgwick County Code.

SECTION D107, ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS (APPENDIX D)

Section D.107.1 *is hereby amended by deleting Exception 1.*

Schedule A

(to Sedgwick County Fire Code, 2019 Edition – Adopting the 2018 IFC as Amended)

Adopted by Resolution No. _____-18

CLASSIFICATION OF VIOLATIONS

Section	Description of Violation	Class
105.3.1	Use permit after expiration	H
105.3.5	Fail to post required permit	H
107.2	Fail to have required equipment tested	H
304.1	Allow combustible waste to accumulate which creates a fire hazard	H
304.1.3	Allow combustible waste storage underneath seats	H
307.2	Permit required. Fail to obtain burn permit	H
307.4	Burn at an unapproved location. 100' from structures or 10' from property lines	H
307.5	Attendance. Leave fire unattended	H
310.4	Remove or tamper with no smoking sign	H
310.5	Fail to comply with no smoking sign	H
311.2.1	Fail to secure and protect vacant premises	H
505.1	Fail to properly identify building address (4' x ½" numbers)	H
603.8.1	Residential incinerators. (approved type only)	H
603.8.2	Spark arrestor. (approved type only)	H
603.8.3	Restrictions. Distance from structures 100', property lines 10' and minimum of five acres to conduct the operation.	H
603.8.4	Time of burning. (one hour after sunrise until one hour before sunset)	H
605.3	Working space and clearance around electrical panels.	H
605.5	Extension cords and flexible cords shall not be a substitute for permanent wiring	H
605.6	Unapproved conditions. Open junction boxes and open wire-splices shall be prohibited	H
906.2	Annual servicing. Maintain portable fire extinguishers	H
906.7	Portable fire extinguishers shall be installed on the hangers or brackets supplied	H

Schedule B

(to Sedgwick County Fire Code, 2019 Edition– Adopting the 2018 IFC as Amended)

Adopted by Resolution No. _____-18

CLASSIFICATION OF VIOLATIONS

***The violations listed below are special class violations. Violations of these code sections shall carry a fine of $1,000.00 each.**

Section	Description of Violation	Class
102.3	Change use of building	*
104.3	Deny right of entry	*
104.11	Fail to comply with fire department authority	*
104.11.2	Obstruct firefighting operations	*
104.11.3	Render system or device inoperable during an emergency	*
105.3.3	Occupancy prohibited before approval	*
107.4	Render portable or fixed fire extinguishing system, device or fire warning system inoperable or inaccessible	*
107.5	Allow a building or portion thereof to be overcrowded beyond the approved capacity	*
110.1	Fail to comply with notice on unsafe building	*
110.1.1	Allow unsafe condition to remain	*
110.2	Fail to evacuate building or structure as directed	*
110.4	Fail to abate unsafe condition	*
111.4	Fail to comply with work stop order	*
305.4	Cause the burning of combustible material in a manner to endanger the safety of persons or property	*
307.1.1	Burning during a burn ban	*
308.3.9	Aerial luminaries	*
401.3.1	Fail to report unwanted fire emergency to the fire department	*
401.3.2	Fail to notify fire department of a fire alarm activation	*
401.3.3	Delay notification by written or verbal directive	*
401.5	Making a false report	*
403.1	Fail to provide fire watch personnel	*
407.3	Fail to properly identify hazardous materials	*
408.12.2	Fail to provide required fire detection in an amusement building	*
408.12.3	Fail to provide required automatic sprinklers in an amusement building	*
408.12.4	Fail to provided required fire alarm in an amusement building	*
408.12.8.3	Fail to contact the fire department prior to the operation of an amusement building	*
408.12.8.6	Allow an open flame device or temporary heater in an amusement building	*
408.12.8.11	Use visquene plastic or other black plastic sheeting in an amusement building	*
604.3	Fail to maintain emergency and standby power systems	*

901.6	Fail to maintain fire detection, alarm, or extinguishing system in an operative condition at all times	*
901.6.7	Fail to notify fire department of a fire systems being out of service	*
901.8	Removal of or tampering. Hydrants, detection. alarms, suppression systems.	*
901.8.1	Remove, tamper or otherwise disturb any lock, gate, barricade, sign, tag or seal installed by or at the direction of the fire department	*
903.4	Fail to electronically supervise sprinkler system, pump, tank, or water flow device in an approved manner	*
Chapter 10	**MEANS OF EGRESS—Chapter 10.** All violations occurring within Chapter 10, shall be considered *Special Class Violations*.	*
Part IV	**Special Occupancies and Operations—Chapters 20 through 36.** All violations occurring within chapters 20 – 36, shall be considered *Special Class Violations*.	*
Part V	**HAZARDOUS MATERIALS-- Chapters 50 through 67.** All violations occurring within chapters 50 – 67, shall be considered *Special Class Violations*.	*

Schedule C

(to Sedgwick County Fire Code, 2019 Edition– Adopting the 2018 IFC as Amended)

Adopted by Resolution No. _____-18

The plan review fee required by Section 114.5 of this resolution shall be determined by multiplying the value of the construction by the applicable multiplier as set forth in the below schedule.

SCFD PLAN REVIEW FEE SCHEDULE

Valuation			Multiplier
$0.00	to	$50,000.00	0.0015*
$50,001.00	to	$100,000.00	0.0012
$100,001.00	to	$150,000.00	0.00098
$150,001.00	to	$200,000.00	0.000975
$200,001.00	to	$300,000.00	0.00082
$300,001.00	to	$400,000.00	0.000785
$400,001.00	to	$500,000.00	0.00075
$500,001.00	to	$600,000.00	0.00072
$600,001.00	to	$700,000.00	0.0007
$700,001.00	to	$800,000.00	0.00068
$800,001.00	to	$900,000.00	0.00067
$900,001.00	to	$1,000,000.00	0.00065
$1,000,001.00	to	$2,000,000.00	0.00063
$2,000,000.00 +			0.0006

*minimum charge $50.00

7-611. UNIFORM COMPLAINT AND NOTICE TO APPEAR; NON-IMPAIRMENT; FINES AND COSTS. (a) In addition to the notice provided for in section 7-605, the enforcing officer shall issue to the owner, occupant or agent in charge of the property a uniform complaint and notice to appear charging a violation of section 7-601 of this article. Should such owner, occupant or agent in charge of such property contest the charge, the city shall not be precluded from cutting the weeds or otherwise abating the nuisance created thereby during the pendency of the case.

(b) Any person found guilty, or entering a plea of guilty or nolo contendere to violating section 7-601 or section 7-610 shall be fined as follows:

(1) Upon conviction for a first offense, by a fine of $35~~25~~.00, but the fine shall be waived if the violation was corrected within ten (10) days, and proof of such correction is verified by the enforcing officer.

(2) Upon conviction of a second offense, by a fine of $75~~50~~.00;

(3) Upon conviction of a third offense, by a fine of $125~~00~~.00;

(4) Upon conviction of a fourth offense, by a fine of $250~~0~~.00.

(c) Any person convicted and fined pursuant to this article shall also be assessed court costs as provided by city ordinance chapter 17, fee schedule, of the Haysville city code.

(Ord. 812; Ord. 855)

~~(o) LITTERING. Littering is intentionally or recklessly depositing or causing to be deposited any object or substance into, upon or about:~~

~~(a) Any public street, highway, alley, road, right-of-way, park or other public place, or any lake, stream, watercourse, or other body of water except by direction of some public officer or employee authorized by law to direct or permit such acts; or~~

~~(b) Any private property without the consent of the owner or occupant of such property.~~

~~(Code 2005, Code 2006; Code 2007; Code 2008; Code 2009)~~

~~(c) INTERFERENCE WITH POLICE. It shall be unlawful for any person to intentionally hinder, obstruct or otherwise interfere with any law enforcement officer acting under color of his or her official authority in the discharge or apparent discharge of his or her official duties.~~

~~Violation of this section is a Class A violation.~~

~~(a) PLACING OF SIGNS PROHIBITED. It shall be unlawful for a person, firm, corporation or other entity to place or cause to be placed on city property within the city limits, any political sign, billboard or advertising, whether it is political or otherwise upon property owned by or controlled by the city.~~

11-1002 Section 10.1.1 of the Uniform Public Offense Code as adopted above, CRIMINAL CARRYING OF A WEAPON, is hereby amended as follows:

(a) Criminal carrying of a weapon is knowingly carrying:

(1) any bludgeon, sandclub, metal knuckles or throwing star;

(2) concealed on one's person, a billy, blackjack, slungshot or any other dangerous or deadly weapon or instrument of like character;

(3) on one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb, or molotov cocktail, or projector or any object containing a noxious liquid, gas or substance;

(i) Molotov Cocktails. A container of incendiary or explosive material liquid, solvent or mixture, equipped with a fuse, wick or other detonating device of a kind usually referred to as a "molotov cocktail."

(4) any pistol, revolver or other firearm concealed on one's person except when on the person' land or in the person's abode or fixed place of business; or

(5) on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business, unless the firearm is carried in a holster with its safety in place (if equipped with a safety mechanism) and such weapon remains within the immediate control of the person at all times.

(i) As used in this section, 'under one's immediate control' shall mean within instant reaching distance of the person.

(b) Criminal carrying of a weapon as defined in Subsections (a)(1), (a)(2), (a)(3), (a)(4), or (a)(5) is a class A violation.

(c) Subsection (a) shall not apply to:

(1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(2) wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;

(3) members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or

(4) the manufacture of, transportation to, or sale of weapons to a person authorized under subsections (c)(1), (c)(2) and (c)(3) to possess such weapons.

(d) Subsection (a)(4) shall not apply to:

(1) Watchmen, while actually engaged in the performance of the duties of their employment.

(2) licensed hunters or fishermen, while engaged in hunting or fishing;

(3) private detectives licensed by the state to carry the firearm involved, while actually engaged in the duties of their employment.

~~(4) detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment.~~

~~(5) the state fire marshal, the state fire marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157, and amendments thereto, while engaged in an investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157, and amendments thereto.~~

~~(6) special deputy sheriffs described in K.S.A. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a, and amendments thereto.~~

~~(7) the United States attorney for the district of Kansas, the attorney general, any district attorney or county attorney, any assistant United States attorney if authorized by the United States attorney for the district of Kansas, any assistant attorney general if authorized by the attorney general, or any assistant district attorney or assistant county attorney if authorized by the district attorney or county attorney by whom such assistant is employed. The provisions of this paragraph shall not apply to any person not in compliance with K.S.A. 75-7c19, and amendments thereto; or~~

~~(8) law enforcement officers from another state or a retired law enforcement officer meeting the requirements of the federal law enforcement officers safety act, 18 U.S.C. §§ 926B and 926C; or~~

~~(9) any person carrying a concealed handgun as authorized by K.S.A. 2012 Supp. 75-7c01 through 75-7c17, and amendments thereto.~~ ~~(Code 2015)~~

(c) DRUG PARAPHERNALIA; DEFINITIONS. As used in this article:

(1) Controlled Substance means any drug or substance included in schedules I through V of the Uniform Controlled Substance Act as set forth within chapter 65, article 41, of the Kansas Statutes Annotated.

(2) Drug means:

(i) Substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States of official national formulary or any supplement to any of them;

(ii) Substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in humans and animals;

(iii) Substances (other than food) intended to affect the structure or any function of the human body or animal body; and,

(iv) Substances intended for us as a component of any article specified in clause (i), (ii) or (iii) of this subsection. It does not include devices or their components, parts or accessories.

(3) Marijuana means all parts of all varieties of the plant cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake or the sterilized seed of the plant which is incapable of germination;

(4) Person means individual, corporation, government or governmental subdivision or agency, business trust, estate, trust partnership or association or any other legal entity;

(d) POSSESSION OR USE OF CERTAIN SUBSTANCES OR PARAPHERNALIA. It shall be unlawful for any person in the city to have in their possession the following:

(1) cannabis sative l, otherwise known as marijuana, or any derivative thereof; or

(2) any paraphernalia used to store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body any Controlled Substance.

A violation of this section is a Class A misdemeanor.

(e) SALE, INHALATION OF TOXIC VAPORS, GLUE, RELATED PRODUCTS.

(1) As used in this section, the phrase "glue containing a solvent having the property of releasing toxic vapors or fumes" shall mean and include any glue, cement or other

~~adhesive, the contents of which may include, but are not limited to, one or more of the following chemical compounds; acetone, acetate, benzene, butyl alcohol, ethyl alcohol, ethylene dichloride, isopropyl alcohol, methyl alcohol, methyl ethyl ketone, pentachlorophenol, petroleum ether or toluene (toluol).~~

~~(2) No person shall, for the purpose of causing a condition of intoxication, inebriation, excitement, stupefaction or other dulling of his or her brain or nervous system, intentionally smell or inhale the fumes from any glue containing a solvent having the property of releasing toxic vapors or fumes. Nothing in this section shall be interpreted as applying to the inhalation of any anesthesia for medical or dental purposes.~~

~~(3) No person shall, for the purpose of violating paragraph (2) of this section use or possess for the purpose of so using any glue containing a solvent having the property of releasing toxic vapors or fumes.~~

~~(4) No person shall sell, give or offer to sell or give to any person any tube or other container of glue containing a solvent having the property of releasing toxic vapors or fumes, if he or she has knowledge that the product sold, given or offered to be sold or given will be used for the purpose set forth in paragraph (3) of this section.~~

~~A violation of this section is a Class B violation.~~
~~(Code 2007; Code 2009; Code 2019)~~

15-106. WATER SERVICE INSTALLATION. The rules and regulations regarding the water service installation shall be as follows:

(a) Only authorized city personnel shall be responsible for tapping the main, installing the service line to the meter and setting the meter inside the property line of the premises to be served. The location of the required water meter and underground service barrel shall be on the house side of the approach located in the public right-of-way. All locations of said meter and underground barrel requirements are subject to the approval of the public director or his/her designee. If, in the determination of the public works director, the service line request is more than fifty (50) feet from the main, the owner of the premises shall be charged the expense of extending the main.

(Code 1971, Sec. 12-107; Code 1984; Ord. 551; Code 2003)

15-315. CONNECTION INTO PUBLIC SEWER. The connection of the building sewer into the public sewer shall be made in the "Y" branch, if such branch is available at a suitable location. Where the public sewer is twelve (12) inches in diameter or less, and no properly located "Y" branch is available as verified by the public works director, the owner shall at his or her expense have installed a "Y" branch or a tap through the use of a polyvinylchloride (PVC) pre-formed saddle with stainless steel straps and adhered to the public sewer with required, listed PVC adhesive ~~saddle~~, approved by the public works director in the public sewer at the location specified by the public works director. Where the public sewer is greater than twelve (12) inches in diameter, and no properly located "Y" branch is verified as being available by the public works director, a neat hole may be made in the public sewer to receive the building sewer, with entry in the downstream direction at an angle of about 45 degrees. A 45-degree ell may be used to make such connection, with the spigot end cut so as not to extend past the inner surface of the public sewer. The invert of the building sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made, and the connection made secure and watertight by encasement in concrete. Special fittings may be used for the connection only when approved by the public works director or his/her designee.

(Code 1971, Sec. 9-124; Code 2003)

15-803. Specific prohibitions and requirements.

A. The specific prohibitions and requirements in this section are not necessarily inclusive of all the discharges prohibited by the general prohibition in Section 15-802~~13.24.020~~ of this chapter.

ARTICLE II.
SIGN REGULATIONS

16B-201 TITLE. This article shall be referred to as the "Sign Code" for the City of Haysville, Kansas. It may be referenced herein as "this Sign Code," "this Code," or "these Regulations."

16B-202 PURPOSE. These regulations are intended to balance the need to protect the public health, safety, welfare and aesthetics of the community with the need for adequate identification, communication, economic development and advertising. These sign regulations have the following specific objectives:

(a) To ensure that signs are designed, constructed, installed and maintained according to minimum standards to safeguard life, health, property and public welfare;

(b) To allow for and promote positive conditions for sign communication;

(c) To reflect and support the desired ambiance and development patterns of the various zoning districts, overlay zones and adopted plans of the City;

(d) To promote an attractive, urban environment; and

(e) To allow for adequate and effective signs whose dimensions further the interest of public safety and the needs of the motorist in locations where signs are viewed from the street or roadway.

16B-203 APPLICABILITY. The requirements of this Code apply to all signs, sign structures, awnings and other types of sign devices located within the jurisdiction of the City of Haysville that are visible from a roadway or other public location and which are clearly intended to attract the attention of the public.

16B-204 DEFINITIONS. All terms used within this Code not otherwise defined in accordance with the Zoning Code of the City of Haysville, Kansas. If not defined herein or within the Zoning Code of the City, such terms shall be defined as appropriate within the context such term is used.

(a) A-frame sign. A temporary, freestanding sign constructed in such a manner that the faces of the sign form an "A" shape when viewed from the side.

(b) Abandoned sign. A sign that no longer identifies or advertises an ongoing business, product, location, service, idea or activity conducted on the premises where the sign is located. Abandonment includes signs which are non-commercial in nature when the content of the sign pertains to a time, event or purpose in which the event has concluded. Finally, abandonment includes conduct associated with failure to maintain a valid permit.

(c) Administrative Committee. A review committee comprised of the Mayor, Chief Administrative Officer and~~,~~ Public Works Director ~~and Economic Development Director~~. The Administrative Committee also serves as the Appeals Committee for any appeal of an action by an enforcement officer pursuant to this Code.

(d) Air-filled moving sign. A temporary sign comprised of canvas-like, plastic or similar material that is moved by forced air.

(e) Alteration, structural. A change in the size or shape of an existing sign. Replacing a sign cabinet, altering or replacing sign supports and altering the cabinet frame

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are alterations. Refacing, changing copy or changing color of an existing sign is not an alteration. Changing or replacing a sign face or sign panel is not an alteration.

(f) Architectural projection. A projection from a building that is decorative and/or functional and not an occupiable part of the building, and that extends beyond the face of an exterior wall of a building. See also: Awning, Canopy and Marquee.

(g) Awning. An architectural projection or shelter projecting from and supported by the exterior wall of a building and composed of a covering made of rigid or non-rigid materials and/or fabric on a supporting framework that may be either permanent or retractable.

(h) Awning sign. A sign displayed on or attached flat against the surface(s) of an awning.

(i) Banner sign. A temporary sign using a flexible substrate as its display surface. Banner signs mounted in a permanent frame are permanent signs.

(j) Bench sign. A sign applied or affixed to the seat or back of a bench and intended to be read by occupants of a bench and pedestrians in the immediate vicinity of a bench.

(k) Billboard. An off-premises sign displaying messages pertaining to the use of products sold or leased, services provided, or events which do not occur on the property where the sign is located, and which contains copy that is intended to change on a regular basis.

(l) Building face. The portion of any exterior elevation of a building extending vertically from the ground grade to the top of a parapet wall or eaves and horizontally across the entire width of the building elevation.

(m) Canopy, attached. A multi-sided overhead structure or architectural projection supported by attachment to a building on one or more sides and either cantilevered from such building or also supported by columns at additional points.

(n) Canopy, freestanding. A multi-sided overhead structure supported by columns but not enclosed or supported by walls.

(o) Canopy sign. A sign affixed to the visible surface(s) of an attached or freestanding canopy.

(p) Center identification sign. A sign that contains advertising for three or more tenants located on the same lot or on adjacent lots. Two-tenant signs or signs advertising multiple functions of the same or related companies are not center identification signs for the purposes of this article.

(q) Channel letter sign. A sign comprised of individual letters or numbers, lit or unlit, which make up the name of an establishment, services offered or other information of interest to the public.

(r) Cladding. A non-structural covering designed to conceal the actual structural supports of a sign.

(s) Conforming sign. A sign that is legally installed in conformance with this article.

(t) Dilapidated sign. A sign that is unmaintained; has missing pieces, inserts or cabinets; has broken pieces or parts; poses a hazard or is otherwise in poor condition.

(u) Directional sign. A sign that is designed and erected solely to provide direction and/or orientation for pedestrians and/or vehicles.

(v) Double-faced sign. A sign with two faces that are placed back to back.

(w) Electric sign. A sign activated or illuminated by means of electrical energy.

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(x) Electronic message center (EMC) or sign. A sign that utilizes computer-generated messages or some other electronic means of changing sign copy. EMC signs include displays using incandescent lamps, LEDs or LCDs, and may also enable changes to sign copy, message or content to be made remotely.

(y) Exterior sign. A sign placed outside of a building.

(z) Fence sign. A sign mounted upon a fence.

(aa) Flag. A piece of cloth or similar flexible material which is typically oblong or square and which is attached by one edge to a pole or rope.

(ab) Flashing sign. An electrically activated sign that uses intermittent light to attract attention. Signs containing lights that spin, flicker or turn alternately off and on are flashing signs.

(ac) Freestanding sign. A sign principally supported by one or more columns, poles, braces or pedestals placed in or upon the ground.

(ad) Frontage, lot. The full length of that part of a property which abuts a public street.

(ae) Home occupation sign. A sign on a residential lot advertising the approved home occupation conducted on the premises.

(af) Illegal sign. A sign that does not meet the requirements of these regulations and which does not have nonconforming status.

(ag) Illuminated sign. A sign characterized by use of artificial light, either projecting through its surface or reflecting on its surface.

(ah) Interior sign. Any sign located within the interior of a building.

(ai) Marquee sign. A roof-like projection typically located at the entrance to a theatre or hotel which contains sign copy.

(aj) Moving sign. Any sign that employs motion and which is activated either electrically, mechanically or environmentally.

(ak) Multiple-faced sign. A sign containing more than two faces.

(al) Mural. A painting or other work of art generally applied to the entire face of a building that does not contain an advertising message. Murals with advertising messages are wall signs.

(am) Nonconforming sign. A sign that was legally installed in conformance with the regulations in effect at the time of installation, but which does not comply with current sign regulations.

(an) Off-premises sign. A sign displaying messages pertaining to the use of products sold or leased, services provided, or events which occur on a property different from that where the sign is located. A sign displaying both on-premises and off-premises messages shall be considered off-premises.

(ao) On-premises sign. A sign displaying messages pertaining to the use of products sold or leased, services provided, or events which occur on the property where the sign is located.

(ap) Parapet. The extension of a building face above the line of the structural roof.

(aq) Portable sign. A temporary sign not permanently attached to the ground which can be readily removed and relocated.

(ar) Projecting sign. A sign that is attached to a building face and which projects from the face at a perpendicular angle.

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(as) Revolving sign. A sign that has the capability to revolve or spin about an axis.

(at) Roof integral sign. A sign incorporated into, but not projecting above, the roof of a building. A roof integral sign is a wall sign.

(au) Roof sign. A sign mounted on the main roof portion of a building or on the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such building.

(av) Searchlight. An apparatus used to attract attention to a property using a powerful beam of light or lights aimed skyward, usually constructed to be swiveled about.

(aw) Sight triangle. A triangular area on a lot that is located adjacent to the area where two streets intersect. The sight triangle area on a lot has two sides measured from the point of the lot line intersection, at the intersection of two streets, and a third side across the lot which connects the ends of the two sides that are measured from the lot corner at the street intersection. For lots that have rounded corners at the intersection of streets, the lot lines shall be extended in a straight line to the point where the lot lines would then intersect. In all residential districts, the two lot lines establishing the vision triangle shall be a minimum distance of 30 feet. In all other zoning districts the distance shall be 20 feet. At street intersections, which are provided automatic traffic signalization, the Administrative Committee may modify or waive the sight triangle restrictions. The Zoning Administrator shall determine, upon request, the location of any sight triangle.

(ax) Sign. A device visible from a public place whose essential purpose and design is to convey either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations.

(ay) Sign area. The area of the smallest geometric figure, or the sum of the combination of regular geometric figures, which comprise the sign face. See Sec. 16B-207 for examples of how to calculate the sign area.

(az) Sign copy. The physical sign message including any words, letters, numbers, pictures and symbols, exclusive of a street address.

(ba) Sign embellishment. A decorative detail or feature of a sign that is not part of the sign copy and is not a necessary part of the sign structure.

(bb) Sign face. The surface upon, against or through which the sign copy is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, embellishments, or any areas that are separated from the background surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or border.

(bc) Sign height. The distance from the lowest point of the adjacent ground to the highest point of the sign or sign structure.

(bd) Sign structure. A support feature, including a pole, pedestal or cabinet that is designed to hold a sign.

(be) Site. The location where the sign is to be placed.

(bf) Streamers. A sign display made of rope, string or wire affixed with flexible materials, often in triangular shape or reflective strips of material, that comprise a fluttering linear display.

(bg) Temporary sign. A sign intended to display messages of a transitory or temporary nature (either commercial or noncommercial). Portable signs and signs not permanently embedded in the ground, or affixed to a building or sign structure that is

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permanently embedded in the ground, are temporary signs. Pennants and streamers are temporary signs.

(bh) V sign. A wall sign containing two faces of equal size, positioned at an interior angle subtending less than 145 degrees at the point of juncture of the individual faces.

(bi) Wall sign. A sign that is in any manner affixed to any exterior wall of a building or structure, which is oriented on a parallel plane to the building face, and that projects not more than eighteen inches from the building or structure wall at the farthest point. This also includes signs affixed to architectural projections of a building provided the sign area of such signs remains on a parallel plane to the face of the building face or to the face(s) of the architectural projection to which it is affixed.

(bj) Wayfinding sign. A sign located in the public right-of-way and owned by the City, County, State or other public entity, specifically designed to provide directional or destination information pertaining to community attractions.

(bk) Window sign. A sign affixed to the interior surface of a window with its message intended to be visible to the exterior environment.

(bl) Zoning Administrator. The person appointed by the City to carry out the provisions of this Code. Any reference within this Code to the Zoning Administrator shall be deemed to include reference to such individual's designee.

16B-205 EXEMPTIONS.

(a) The following types of signs shall not require permits and shall be exempt from the requirements of this article. These exemptions, however, shall not be construed as relieving the owner of the sign from the responsibility for its erection, maintenance and appearance.

(1) Flags or emblems of a governmental body or of a political, civic, philanthropic, educational or religious organization not to exceed thirty-five (35) feet in height. These flags or emblems shall not be displayed as part of a commercial promotion or advertising.

(2) Signs required by law containing address numerals or related information needed for the convenience of the public.

(3) Signs erected by government agencies or utilities, including traffic, utility, safety, railroad signs and wayfinding signs.

(4) Signs required by federal, state or local law.

(5) Holiday ~~signs or~~ decorations.

(6) Signs painted on or otherwise permanently attached to currently licensed motor vehicles, which vehicles are not primarily used as signs.

(7) Signs not visible from a roadway

(8) Window signs not exceeding seventy-five (75) percent of window coverage, that do not prevent visibility by safety services into that portion of the commercial enterprise open to the public.

(9) Public art approved by the Administrative Committee.

(10) Bench signs and bus shelter signs with sign copy lettering height smaller than 6 inches.

(11) Official notices authorized by a court, public body, or public officer.

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(12) Temporary double-sided and A-Frame (also known as Menu Board) type freestanding signs advertising for an adjacent business or public institution. The size of the sign shall not exceed 32 inches wide and 48 inches tall above the adjacent sidewalk. The sign shall be located on private property where the advertised business exists. The sign shall not be located in a public right-of-way. No sign shall be placed on any public sidewalk or Bicycle/Pedestrian Path. One sign shall be permitted per business or public institution. Signs shall not be illuminated, contain any digital display, and shall not be displayed during non-business hours. Signs shall be constructed of durable, sturdy material (no banners, flags, streamers, balloons, or other moving parts) and shall be maintained in good repair.

(13) Structures resembling a sign which are clearly displayed as art, and not for informational purposes, within a residential zone may be exempted from this Code, within the discretion of the Zoning Administrator. Signage within commercial districts may only be designated as serving a primary artistic purpose, rather than informational purpose, at the discretion of the Administrative Committee.

(b) The following signs are exempt from the sign permit requirements, but shall in all other respects conform to the requirements of this article.

(1) Directional/informational signs not exceeding six square feet in gross surface area for non-residential uses.

(2) All signs associated with the sale of fireworks pursuant to a valid fireworks sale permit issued by the City shall be in conformance with this Code, unless a standard is waived by the Zoning Administrator or Administrative Committee due to the limited sales period associated with fireworks.

(3) One project, or "for sale" or "for rent", sign is permitted per street frontage; it must be located on the premises; and it must be removed upon completion of the project or within ten days after sale or letting of the property. In addition, one “open house” sign per street frontage, located on the premises, is allowed four (4) days prior to the event.

(4) “Construction project” signs, with a maximum sign area of 32 square feet with a maximum height of nine feet.

(5) “Coming soon” signs for businesses with a 32 square feet with a maximum height of nine feet. These types of signs shall be allowed in conjunction with any existing signs on the property six months prior to a building permit being issued.

(6) Subdivision, commercial and industrial acreage or structure "for sale" or "for rent" signs. Maximum height shall be nine feet. Maximum sign area shall be 32 square feet.

(7) Signs inside buildings, inside windows, or painted on windows or on glass portions of doors of buildings.

(8) Temporary signs for special events for public, charitable, religious or fraternal organizations, subject to the following limitations:

(A) May be located on premises or off premises, subject to approval of the Zoning Administrator.

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(B) These signs are prohibited on public property and public right-of-way.

(C) May be placed prior to the event, and shall be removed within 48 hours after the event's completion.

(9) ~~Political signs for city, county, state and federal elections~~ Any sign covered by KSA 25-2711. ~~subject to the following limitations:~~

~~(A) Prohibited on public property and public right-of-way and if any such sign is located on public property or the public right-of-way the City may remove and dispose of the sign, except as provided in Section 16B-205(b)(9)(E);~~

~~(B) Signs placed in residential zoning districts shall not exceed 6 sq. ft. in area;~~

~~(C) Signs placed in commercial zoning districts shall not exceed 16 sq. ft. in area;~~

~~(D) Signs placed in industrial zoning districts shall not exceed 32 sq. ft. in area;~~

~~(E) Political signs may be placed on the unpaved right-of-way of streets during the 45-day period prior to any election and the two-day period following any such election;~~

~~(F) Signs shall not be erected in a sight triangle;~~

~~(G) Signs exceeding 6 sq. ft. in area shall be constructed of wood or rigid noncombustible materials;~~

~~(H) Signs exceeding 6 sq. ft. in area shall be affixed to the ground in a substantial manner to prevent breaking or blowing; and~~

~~(I) Signs erected or maintained that may be injurious to the public may be removed and disposed of by the City.~~

(10) Signs customarily associated with residential uses and having a gross surface area not exceeding three (3) square feet, including but not limited to signs:

(A) Giving property identification names or numbers;

(B) Names of occupants;

(C) On mailboxes or newspaper tubes;

(D) On private property and relating to private parking; and

~~(E) Giving notice of non-commercial special events, or providing a public service message of a non-commercial nature; provided that no such signs may be located in street right-of-way; and~~

(G) Warning the public against trespassing or danger from animals including those identifying a security system.

16B-206 PROHIBITED SIGNS. The following signs are prohibited:

(a) Signs containing strobe lights, flashing parts, beacons, spotlights, reflective surfaces, mirrors and other such features that could be hazardous to the vision of passing motorists.

(b) Dilapidated signs, as defined by this article.

(c) Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of providing signage not otherwise allowed by these regulations. This section does

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not prohibit the use of business logos, identification or advertising on vehicles primarily and actively used for business purposes and/or personal transportation.

(d) Signs that imitate or resemble official traffic or governmental signs. Signs which, in the opinion of the City Engineer, will impair intended operation of traffic control signals or constitute a safety and traffic hazard. Signs using red, yellow and green lights, or the words "stop," "look," "danger," etc. and which give the appearance of traffic control.

(e) Moving signs, including but not limited to spinners, propellers, searchlights, revolving signs and air-filled moving signs.

(f) Inflatable signs, including balloons. Balloons smaller than 3 feet in diameter shall be exempt.

(g) Posters, signs and handbills affixed to any tree, vegetation, rock or utility pole.

(j) Signs that emit smoke, visible vapors, sounds or odors. Open flames used to attract public attention are not permitted.

(k) Signs placed in the public right-of-way, other than governmental signs or wayfinding signs.

(l) Signs that infringe upon the sight triangle, as defined in this Code.

(m) Street spanning banner signs, except as permitted by the Haysville City Council.

(o) Portable or temporary electronic message center signs.

(p) Off-premises signs except those permitted in the "D", "E", "F" and "G" Zoning Districts. Existing off-premises signs shall be nonconforming.

(q) Abandoned signs.

(r) Signs that display any obscene, indecent or immoral matter.

16B-207 SIGN AREA. Sign area shall be calculated based upon the following. The Zoning Administrator is authorized to make interpretations of these regulations in cases where a specific sign does not fit into the categories described.

(a) Sign cabinets. The area of sign faces enclosed in frames or cabinets shall be based upon the outer dimensions of the frame or cabinet and shall be calculated by multiplying the width by the length of the cabinet or frame.

(b) Double-sided signs/V-signs. Only one side of a double-sided sign or v-sign shall be counted when calculating sign area. The larger sign face shall be used in cases where the sign faces are not of an equal size.

(c) Multiple-faced signs. The sign area of multiple-faced signs shall be calculated by adding the area of all sign faces together and multiplying by 50%.

(d) Round, oval or irregularly shaped signs. The sign area of said signs shall be calculated using the appropriate mathematical formula or by dividing the sign into smaller geometric shapes that are then added together to calculate the sign area.

(e) Channel letter signs. The sign area for channel letter signs shall be calculated using the area of a rectangle enclosing the letters for each word or logo in the sign.

(f) Awnings, canopies and marquees. Sign area for awnings, canopies and marquees is calculated by computing the area of a standard geometric shape or combination of shapes drawn around the sign copy area or graphics. The side parallel to the plane of the building shall be counted as one sign face. Perpendicular sides shall count as a second sign face and shall be included in the total area as a double-faced sign.

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16B-208 MAXIMUM SIGN AREA AND HEIGHT – FREESTANDING SIGNS. Except as otherwise noted in this article, the maximum sign area and height for freestanding signs shall be based upon the adjacent roadway type as follows:

Adjacent Roadway Classification	Maximum Sign Area (square feet)	Maximum Height (feet)
Residential/Other	100	20
Collector	150	25
Arterial	150	25
State Highway	250	35

16B-209 SIGN HEIGHT EXCEPTION. Freestanding signs abutting a roadway with a higher-grade level in comparison to the sign or sign structure shall have sign height measured from the roadway level adjacent to the sign to the highest point of the sign or sign structure.

16B-210 SIGNS PERMITTED FOR RESIDENTIAL USES.

(a) Signs permitted for single family dwellings and duplexes in any zoning district are as follows:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Wall	1 per unit for home occupations	6 square feet	N/A	No
Temporary	No limit	16 square feet, total square footage of all temporary signs	3 feet	Yes

(b) Signs permitted for multi-family dwellings (3+ units) in any zoning district are as follows:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Freestanding	1 per lot frontage or building	64 square feet	6 feet	Yes
Wall	1 per lot frontage or building	10% of the area of the building face	N/A	Yes
Temporary	No limit	16 square feet, total square footage of all temporary signs	3 feet	Yes
Directional	2 per drive entrance	6 square feet	3 feet	No

(c) Signs permitted for residential subdivisions in any zoning district are as follows:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Freestanding	2 per subdivision entrance	64 square feet	8 feet	Yes
Temporary	1 per development while under construction	64 square feet	6 feet	No

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(d) Signs permitted for vacant lots in residential zoning districts:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Temporary	1 per lot frontage for lots that are for sale or lease	64 square feet	6 feet	No

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16B-211 SIGNS PERMITTED FOR COMMERCIAL ZONING DISTRICTS

(a) Signs permitted for all commercial and industrial uses located in the DD, OC, D and E zoning districts are as follows. For residential uses, please refer to Sec. 16B-210. For public and institutional uses, please refer to Sec. 16B-214.

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Freestanding	• 1 per each 150 feet of lot frontage • Minimum of 1 sign permitted regardless of frontage • Separated by a minimum distance of 75 feet from other freestanding signage located on the same zoning lot	See Sec. 16B-208	See Sec. 16B-208	Yes
Wall	N/A	20% of the building face where signs are mounted	N/A	Yes
Temporary a. Freestanding b. Wall	a. 1 per lot frontage b. N/A	a. 64 square feet b. 20% of building frontage where mounted	a. 6 feet b. N/A	Yes
Directional	2 per drive entrance	6 square feet	4 feet	No
Projecting/V-Sign	1 per façade	32 square feet	8 feet minimum clearance over pedestrian walkways	Yes
Awning/Canopy/Marquee	1 per face	50% of awning, canopy or marquee face	N/A	Yes
Off-premises sign (billboard)	• 1 per lot • Billboards count toward the total sign allotment for the property • Minimum separation of 1500 feet between billboards along the same side of the road	300 square feet	40 feet	Yes
Off-premises sign (non-billboard)	Permitted in cases where a legally platted lot does not have public road frontage, provided: • The sign shall be placed in a permanent sign easement • The sign is placed along the nearest public street to the establishment it serves • The establishment the sign serves is visible from the sign location	See Sec. 16B-208	See Sec. 16B-208	Yes

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(b) Electronic Message Center signs shall be permitted in all zoning districts pertaining to this section and shall be classified in accordance with the sign type (wall, freestanding, etc.), except that portable or temporary electronic message center signs are not permitted.

(c) Center Identification Signs To encourage efficiency in signage and reduce the aesthetic impact of multiple freestanding signs advertising businesses on the same or adjoining properties, Center Identification Signs are encouraged. Center identification signs shall comply with the following:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Center Identification	• 1 per each 200 feet of lot frontage • Separated by a minimum distance of 200 feet from other freestanding signage located on the same zoning lot	300 square feet	40 feet	Yes

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16B-212 SIGNS PERMITTED IN INDUSTRIAL ZONING DISTRICTS.

(a) Signs permitted for all commercial and industrial uses located in the F and G zoning districts are as follows:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Freestanding	• 1 per each 150 feet of lot frontage • Minimum of 1 sign permitted regardless of frontage • Separated by a minimum distance of 75 feet from other freestanding signage located on the same zoning lot	See Sec. 16B-208	See Sec. 16B-208	Yes
Wall	N/A	20% of the building face where signs are mounted	N/A	Yes
Temporary c. Freestanding d. Wall	a. 1 per lot frontage b. N/A	a. 64 square feet b. 20% of building frontage where mounted	a. 6 feet b. N/A	Yes
Directional	2 per drive entrance	25 square feet	5 feet	No
Awning/Canopy/Marquee	1 per face	50% of awning, canopy or marquee face	N/A	Yes
Center Identification Sign	See Sec. 16B-211.c	See Sec. 16B-211.c	See Sec. 16B-211.c	Yes
Off-premises sign (billboard)	• 1 per lot • Billboards count toward the total sign allotment for the property • Minimum separation of 1500 feet between billboards along the same side of the road	300 square feet	40 feet	Yes

(c) Electronic Message Center signs shall be permitted in all zones pertaining to this section and shall be classified in accordance with the sign type (wall, freestanding, etc.), except that portable or temporary electronic message center signs are not permitted.

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16B-213 SIGNS PERMITTED FOR PUBLIC AND INSTITUTIONAL USES. Signs permitted for all public and institutional uses regardless of zoning district are permitted as follows:

Sign Type	Maximum Number of Signs Per Lot	Maximum Sign Area	Maximum Sign Height	Permit Required
Freestanding	• 1 per each 150 feet of lot frontage • Minimum of 1 sign permitted regardless of frontage • Separated by a minimum distance of 75 feet from other freestanding signage located on the same zoning lot	• See Sec. 16B-208 • Lots larger than 5 acres shall be allowed a 50% increase	• See Sec. 16B-208 • Lots larger than 5 acres shall be allowed a 50% increase	Yes
Wall	N/A	20% of the building face where signs are mounted	N/A	Yes
Temporary/Portable e. Freestanding f. Wall	a. 1 per lot frontage b. N/A	a. 64 square feet b. 20% of building frontage where mounted	a. 6 feet b. N/A	Yes
Directional	No maximum number	24 square feet	8 feet	No
Projecting/V Sign	1 per face	20 square feet	Minimum of 8 feet clearance over pedestrian walkway	Yes
Awning/Canopy/Marquee	1 per face	90% of awning, canopy or marquee face	N/A	Yes
Roof	1	20% of building face	6 feet, plus 1 foot per story above the first story	Yes

(b) Electronic Message Center signs shall be permitted for public and institutional uses in any zoning district. Electronic message boards shall be classified in accordance with the sign type (wall, freestanding, etc.). Temporary or portable electronic message signs shall not be permitted.

16B-214 SIGN REGULATIONS PERTAINING TO ALL ZONING DISTRICTS AND USES

(a) Sign Placement.

(1) Unless specifically authorized by these regulations, all signs shall be erected totally upon the property to which they pertain and shall not overhang into

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or be located upon the public right-of-way, sidewalk, street, public easement or any other public travel way.

(2) Sign placement exceptions: Projecting signs, awning, canopy and marquee signs shall be permitted to extend over a public sidewalk when located in the D or E Zoning District, when approved by the City Engineer.

(3) Wall signs shall not extend above the top of the building wall upon which they are mounted and shall not protrude more than 18 inches on average from the wall or structure to which they are attached.

(4) No part of any freestanding sign or center identification sign shall be placed closer than 50 feet to an existing sign on an adjacent lot.

(b) Permanent construction. All signage, other than temporary signage, shall be constructed of permanent weatherproof materials typically associated with sign construction, including solid plastic, wood, masonry, metal or other rigid materials and shall be permanently attached to the ground, a building or another structure by direct attachment to a rigid wall, frame or structure. Signs printed on pliable plastic, fabric, cardboard, streamers or other non-rigid materials are temporary signage for the purpose of these regulations unless mounted upon a wall in a permanently affixed frame.

(c) Illumination.

(1) Illuminated signs located in, or adjacent to, any residential district shall be shaded as necessary to avoid casting bright light upon adjacent property.

(2) Brightness limits shall be set at a maximum of 5,000 nits between sunrise and sunset, and at a maximum of 500 nits between sunset and sunrise. Each electronic message sign shall be equipped with a light sensing device to automatically adjust the brightness in accordance with these standards.

(3) Electronic message center signs shall be equipped with a default mechanism that shall freeze the sign in one position or static message if a malfunction occurs.

(d) Structural and engineering standards. All signs, sign structures, sign foundations and sign anchors shall meet the applicable provisions of the adopted building codes of the City of Haysville.

(e) Obstruction prohibited. No sign shall obstruct any fire escape, required exit, window, opening, door or vent. Signage shall not interfere with property storm water drainage.

(f) Proximity to electrical lines. Signs shall not be placed any closer than 8 feet vertically or horizontally from electrical lines, conductors or electrical guy wires.

(g) Sight triangle. Signs shall not impede the sight triangle.

16B-215 TEMPORARY SIGNS

(a) A permit is required for all signs, except in conformance with exemptions as set forth in Sec. 16B-205.

(b) Sign permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas and shall be paid at the time of permit application

(c) Each business or person is entitled to display seven (7) temporary signs per calendar year.

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(d) Temporary sign permits are valid for thirty-five (35) days. At the end of the thirty-five (35) days temporary signs must be removed and are required to wait a seven (7) day period before applying for another temporary permit.

(e) Except in accordance with exemptions as set forth with 16B-205 of these Regulations, a temporary sign may not be erected or displayed in the public right-of-way, easement or, attached to utility poles ~~or within the sight triangle at intersections~~.

(f~~d~~) These signs shall not be displayed for a duration longer than the permit allows, or the City may remove the sign.

16B-215 NONCONFORMING SIGNS. Existing signs which were lawful at the time, but made nonconforming by adoption or amendment to this Code, shall be legal provided they are maintained in good condition. Nothing in this Code shall prohibit the ordinary maintenance, repair or refurbishment of a nonconforming sign or replacement of a broken part of a nonconforming sign, including replacement and upgrade of Electronic Message Center/electronic technology. Replacement of copy, content or message may be considered ordinary maintenance.

(a) A legal nonconforming sign shall not be:

(1) Changed to another type of nonconforming sign, except that conversion of changeable copy signs to electronic message center signage shall not be considered a change in sign type;

(2) Physically changed or structurally altered to increase the square footage or height, however, the shape can be changed;

(3) Continued after more than 12 months of abandonment or vacancy of the property;

(4) Re-established in a different location on the lot;

(b) In the event that any existing nonconforming sign, as provided for in this section, is damaged by acts outside of the control of the property owner to an extent of 50 percent or more of the replacement, restoration or reconstruction value of the sign, or 50 percent of the square footage of the sign copy area, said sign shall not be replaced, restored or reconstructed unless it is brought into full compliance with the provisions of these regulations. Any nonconforming sign which remains damaged or in disrepair, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three months following the date of damage without the issuance of a valid sign permit, shall not be replaced, restored or reconstructed unless it is brought into full compliance with all applicable codes and ordinances.

16B-216 ABANDONED SIGNS. If a building, structure or premise is vacated for a three-month period of time, the owner of said property shall be responsible for removing any commercial sign or signs, along with the structure supporting the sign(s), located thereon with the exception of advertisements dealing with the sale or leasing of the facility. In addition, the owner shall be responsible for restoring the facade of the building, structure or premise to its normal appearance.

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16B-217 ADMINISTRATION.

(a) The Zoning Administrator shall administer these sign regulations and is authorized to enforce and carry out all provisions thereof.

(b) Administrative authority shall include development of application forms, permit fees and procedures consistent with this section.

(c) The Zoning Administrator is permitted to enter onto any property in the City to inspect a sign, its structural supports and electrical connections, and to ensure compliance with all adopted codes. Such inspections shall be conducted during regular business hours of the City unless an emergency exists.

(d) Sign installation. The work necessary to construct, install, erect, illuminate or modify signage within the City shall be performed by a licensed contractor in conformance with the provisions of the Municipal Code of Haysville, Kansas.

(1) Work required to be performed by a licensed contractor:

(A) Construction, installation, erection or electrical connection of any sign which is internally illuminated.

(B) Construction, installation or erection of any permanent freestanding sign requiring wind load calculations.

(C) Construction, installation or erection of any sign which is located above a pedestrian walkway or on a canopy over a pedestrian walkway.

(D) Construction, installation or erection of any sign not described in subsection 16B-217(d)(2).

(2) Work which may be performed by a property owner or lessee:

(A) Installation or attachment of any individual letters which do not require electrical service or structural modification of the surface to which such letters are being attached.

(B) Construction and erection of any temporary sign.

(f) Sign Permit required.

(1) A sign permit shall be required, as established in this code, except for replacement of existing faces or panels, provided no structural alterations are made and the sign does not change in shape, size or area. Normal maintenance on a sign shall not require a sign permit.

(2) A sign permit application shall be completed on forms provided by the Zoning Administrator and shall be completed by the owner, tenant, authorized agent or licensed sign installer.

(e) Issuance of permits.

(1) Within 14 days of receipt of a complete sign permit application, the Zoning Administrator shall:

(A) Issue the permit;

(B) Deny the permit, including a written statement of the reasons for denial; or

(C) Request additional information pertaining to the permit.

(2) Sign permits may be revoked if:

(A) There is any false statement or misrepresentation made in the application;

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(B) Work authorized by the permit has not commenced within 180 days from the date of permit issuance; or

(C) The work authorized by the permit has not been completed within 365 days from the date of permit issuance.

(3) The Zoning Administrator may levy a charge of triple the permit fee for signs erected, placed, relocated, altered or substantially repaired without obtaining permits, as required in this article.

(4) The City may require removal of a sign even if a permit was issued, if the permit was issued in error and in violation of these regulations.

(h) Sign permit fees.

(1) Sign permit fees shall be as established in Chapter 17 of the Municipal Code of Haysville, Kansas and shall be paid at the time of permit application.

(2) Substantial changes to an issued permit may result in additional permit fees being assessed.

(i) Enforcement.

(1) All signs shall be maintained in a safe and attractive manner and shall be free from structural, material and electrical defect or hazard. The property owner is responsible for assuring that signs on their property comply with the provisions of these regulations.

(2) The Administrator is authorized to exercise the following enforcement authority:

(A) Arranging for immediate removal of any dangerous sign that poses an immediate threat to the public safety. Such removal may be conducted without notice.

(B) Ordering, via written notification, removal or repair of any sign which endangers the public safety, health or welfare and/or which has become a public nuisance. The order shall specify the defect or hazard and require correction within 30 days of the date of the letter.

(C) Ordering, via written notification, removal of an abandoned sign within 30 days of the date of the letter.

(D) Ordering, via written notification, removal of any illegal temporary signs within 7 days of the date of the letter.

(E) Confiscating any signs located in the public right-of-way or on public property, other than those specifically required to be permitted under state statute. Confiscated signs may be recovered by the sign owner within 14 days of the date of confiscation, pursuant to payment of a service charge as established in Chapter 17.

(F) Deny issuance of a sign permit for property that has outstanding sign violations or assessments, as established in this article.

(j) Administrative correction, removal and forfeiture.

(1) The Zoning Administrator may correct a violation of this code or remove any defective, dilapidated, abandoned or illegal sign if an order has been correctly issued and mailed or delivered and if:

(A) The sign has not been removed or repaired within the specified time limit; and

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(B)The property owner or authorized representative has failed to file an appeal with the Administrative Committee by the specified time limit.

(2) The City shall have the right to recover from the owner or tenant placing such a sign the full costs of removal and disposal of said sign. If the cost is not recovered, the expenses may be assessed as a special assessment against the parcel on which the sign was located.

(3) For the purposes of this section, the term "sign" shall include all sign embellishments and supporting structures.

(k) Appeals.

(1) Any applicant, property owner or authorized representative may appeal the following decisions/determinations of the Zoning Administrator:

(A) Denial of a sign permit.

(B) A written order issued pertaining to a sign.

(2) Appeals shall be filed within 14 days of the date of determination and shall be made on forms as provided by the City. Appeals shall be accompanied by payment of the required application fee.

(3) If the enforcement officer who issued the decision from which the appeal is being taken usually sits upon the Administrative Committee, such official shall recuse themselves upon the record from participating in the decision of the Administrative Committee and shall take no further part in such action except such individual may be called to provide evidence as a witness.

(4) If the nuisance condition is deemed by the Zoning Administrator to represent an immediate menace or danger to the health of the inhabitants of the community, such nuisance condition shall be made safe by either the party responsible for the property, or the City, regardless of the timing of the hearing. Costs of such temporary action shall be additional costs of this nuisance abatement action.

(5) At the hearing, the Administrative Committee shall hear all evidence submitted by the appealing party and other parties in interest in the property upon which the nuisance is situated and all evidence submitted by the City. The hearing provided for in this section need not be conducted according to formal rules of evidence.

(6) The Administrative Committee shall prepare a written description of findings and an appropriate order. The order shall be sent by certified mail, or delivered via in person delivery, to all parties with a legal interest in the property within five (5) days of the conclusion of the hearing, unless otherwise stated at the hearing. The Administrative Committee's order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon, and state any such other stipulations, methods of abatement, or orders as deemed necessary by the Administrative Committee. If abatement is ordered, the order shall also fix a reasonable period of time, not less than ten (10) days from the date the Order was rendered, to complete the abatement of any nuisances found by the Administrative Committee, and a statement that if the appellant or Responsible Party fails to complete the abatement, the Zoning Administrator shall cause the nuisance to be removed and abated in compliance with the Municipal Code of Haysville, Kansas.

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(7) The determination by the Administrative Committee shall be a final order of the City, and appeals of this action may be taken as allowed by law. Such appeal shall be filed within 30 days of the final decision of the Administrative Committee. A decision of the Administrative Committee shall be deemed final the day such decision is rendered.

(m) Penalties. Any person violating any of the provisions of these regulations or causing, permitting or suffering the same to be done is guilty of a misdemeanor and shall be punished by a fine of not more than five-hundred dollars. The issuance or granting of a permit shall not be deemed or construed to be a permit for an approval of any violation of any of the provisions of this code.

(n) Violations. Any of the following shall be a violation of these regulations and shall be subject to the enforcement remedies and penalties

(1) To install, create, erect or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the zoning lot on which the sign is located.

(2) To install, create, erect or maintain any sign requiring a permit without such permit.

(3) To fail to remove any sign that is installed, created, erected or maintained in violation of these regulations, or for which the sign permit has lapsed.

(4) To continue any such violation. Each day of a continued violation shall be considered a separate violation when applying the penalty portions of these regulations.

(5) Each sign installed, created, erected, or maintained in violation of these regulations shall be considered a separate violation when applying the penalty portions of these regulations.

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CHAPTER XVII. FEE SCHEDULE

Article 1. Charges, Taxes, Fees and Certain Salaries
Article 2. Expiration and Renewal
Article 3. Specific Charges, Taxes, Fees and Certain Salaries

ARTICLE 1.
CHARGES, TAXES AND , FEES ~~AND CERTAIN SALARIES~~

17-101. CHARGES, TAXES AND FEES ESTABLISHED. Unless established elsewhere in this code, there are hereby established by chapter section the amounts of various charges and fees required by this code to be paid to the city.

ARTICLE 2.
EXPIRATION AND RENEWAL

17-201. EXPIRATION AND RENEWAL. Unless expressly provided otherwise by this code, all annual licenses shall expire on December 31 of each year, irrespective of the date of original issuance. All license renewal fees shall become due on December 1st of each year, and shall be overdue if paid after January 1st of the year for which the renewal license is issued.

ARTICLE 3.
SPECIFIC CHARGES, TAXES, FEES AND CERTAIN SALARIES

17-301. ADULT ENTERTAINMENT ESTABLISHMENTS. The annual license fee required by section 5-704 of this code for adult entertainment establishments shall be two hundred fifty dollars ($250.00).

17-302. ADULT HOTELS. The annual license fee required by section 5-704 of this code for adult hotels shall be two hundred fifty dollars ($250.00).

17-303. ALCOHOLIC LIQUOR; TEMPORARY PERMITS TO SELL OR SERVE. The fee required by section 3-420 of this code to be paid to the city by each applicant for a temporary permit to sell or serve alcoholic liquor by the drink (including beer

containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) shall be one hundred dollars ($100.00) (K.S.A. 41-310 et seq.).

17-304. AMUSEMENT CENTERS, BILLIARD HALLS, AND POOL HALLS. (a) The annual license fee required by section 5-204 of this code for amusement centers, billiard halls, and pool halls shall be fifty dollars ($50.00), shall become due on December 1st of each year, and shall be overdue if paid after January 1st of the year for which the renewal license is issued, and shall authorize a maximum of five (5) billiard or pool tables, a maximum of five (5) domino tables, and a maximum of ten (10) coin-operated amusement devices which are not billiard, pool or domino tables. Any additional pool, billiard or domino tables, or other coin-operated amusement devices shall be subject to an annual fee of $7.50 per table or device payable together with the annual fifty dollar ($50.00) minimum licensing fee as described above. Tables or devices not in use shall be dismantled, removed, or a license fee paid therefore pursuant to this section.

(b) The special supervision fee provided for by section 5-212 of this code shall be assessed at the rate of thirty-five dollars ($35.00) for each hour, or fraction thereof, that special supervision is required and provided.

17-305. RESERVED.

17-306. ANIMAL IMPOUNDMENTS. The animal impound fees required to be paid by section 2-211 of this code are separate from fines or costs assessed for conviction of any section of this code, and shall be charged to the individual claiming such animal from the City's impound facility. The fees as provided in this section shall be:

(a) First impoundment. A twenty five dollars ($25.00) impound fee, together with a food fee of one dollar ($1.00) per day for each day of impoundment, shall be charged for each animal impounded for the first time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars ($5.00) per day of impoundment.

(b) Second impoundment, within the same calendar year. A fifty dollar ($50.00) impound fee, together with a food fee of one dollar ($1.00) per day for each day of impoundment, shall be charged for each animal impounded for a second time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars ($5.00) per day of impoundment.

(c) Third impoundment, within the same calendar year. A seventy five dollar ($75.00) impound fee, together with a food fee of one dollar ($1.00) per day for each day of impoundment, shall be charged for each animal impounded for a third time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars ($5.00) per day of impoundment.

(d) Fourth and subsequent impoundments, within the same calendar year. A one hundred dollar ($100.00) impound fee, together with a food fee of five dollars ($5.00)

per day for each day, or partial day, of impoundment, shall be charged for each animal impounded for a fourth and any subsequent time within a calendar year.

(e) All impound fees and City animal registration fees shall be collected by the City, and the receipt shown to the City Animal Control Officer(s) or their designee, prior to any animal being released from impound. Such fee may only be waived by court order.

(f) Owners/harborers of impounded animals shall not avoid liability for the costs incurred in impoundment of their animal by failing to recover such animal(s) from the City or due to lawful destruction of the animal pursuant to any provision of this Code. Such fees are administrative and mandatory and are separate from any sentence imposed in an action for violation of this code. Such unpaid fees may be submitted to the municipal court for collection as part of a code violation or to the city clerk for collection in the manner of unpaid utilities.
(Code 2015)

17-307. AUCTIONS. Each applicant to whom the city clerk issues an auction permit pursuant to section 5-502 of this code shall pay to the city clerk a permit fee of fifty dollars ($50.00).

17-308. RESERVED.

17-309. BOARD OF ZONING APPEALS; FEES. For the purpose of defraying costs of the board of zoning appeals (BZA) proceedings, the governing body establishes the following schedule of fees to be paid at the time of filing for the application:

(a) Appeals of administrative interpretations. A filing fee of $100.00; a publication fee of $50.00.

(b) Variances. A filing fee of $100.00 and a publication fee of $50.00.
Mailing Fee. Mailing costs arising out of any application shall be the responsibility of the applicant. If the City carries out any mailing in association with an application all such costs shall be immediately assessed back to the applicant. Repayment to the City of such mailing costs shall be a condition precedent to an application being deemed complete.

(Code 2019)

17-310.~~1.~~ BUILDING PERMITS. Fees for building permits shall be set forth in the Commercial and Residential Building Code as adopted by the City of Haysville
(Code 2015)

17-311. BUILDING REINSPECTION FEE/NON-BUSINESS HOURS. There shall be charged for the re-inspection of any building pursuant to section 4-202 of this code an

inspection fee at the rate of thirty-five dollars ($35.00) per ~~occurance~~occurrence ~~hour for each hour, and fraction thereof,~~ of such re-inspection.

17-312. BUSINESS REGISTRATION FEES. Each person, firm, association, corporation or entity required by section 5-101 of this code to register with the city shall pay to the city an initial registration fee of ten dollars ($10.00) and shall each year thereafter pay an annual registration renewal fee of five dollars ($5.00). Registration fees shall become due on December 1st of each year, and shall be overdue if paid on or after January 1st of the year for which the renewal registration is issued. A ten dollar ($10.00) late fee shall be assessed on January 1st, and an additional ten dollar ($10.00) late shall be assessed for every subsequent month such fee is overdue, beginning on the first of each subsequent month. The cumulative amount of late fee is due at the time such business registration is made current by payment of the registration fee.

(Code 2015)

17-313. CATERERS SELLING OR SERVING ALCOHOLIC LIQUOR. The biennial fee required by section 3-415 of this code to be paid to the city clerk by each applicant for a caterer's license authorizing said applicant to sell or serve alcoholic liquor by the drink (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) shall be five hundred dollars ($500.00). (Code 2012)

17-314 CEREAL MALT BEVERAGES. The annual license fees required for the sale at retail of cereal malt beverages, as required by section 3-103 of this code, shall be as provided in this section.

(a) General Retailer. For each place of business selling cereal malt beverages at retail (as set forth within K.S.A. 41-2702(d)(1)) there shall be an initial license fee of one hundred and fifty dollars ($150.00) which shall be valid for the balance of the calendar year for which it was issued. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year. An annual renewal fee shall be one hundred and fifty dollars ($150.00) if the renewal license fee is paid prior to November 30th of the preceding year; and two hundred dollars ($200.00) if the renewal license fee is paid any after November 30th of the preceding year.

(b) Limited Retailer. Each place of business selling cereal malt beverages (as set forth within K.S.A. 41-2702(e)) at retail in original and unopened containers, and not for consumption on the business premises, shall pay an initial license fee of fifty dollars ($50.00) which shall be valid for the balance of the calendar year for which it was issued. An annual renewal fee shall be fifty dollars ($50.00) and shall be due and collectable any time after November 30th of the year prior to which the license shall be valid. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year.

(c) The annual license fee for such license shall be in addition to the State Stamp fee of $25 mandated by K.S.A. 41-2702(e).

(d) The full amounts of the license fees established by this section shall be paid regardless of the time of the year in which the application is made, and the licensee shall be authorized to operate under said license only for the remainder of the calendar year in which the license is issued. No refunds shall be paid in the event a licensee ceases to do business prior to the end of the calendar year in which the fee was paid.

(e) Non-transferability. No license issued under this section shall be transferable to any person, or entity.

(f) Change of location. The fee assessed for changing the location of a business for which a cereal malt beverage license has been issued as provided for by Section 3-113 of this code shall be ten dollars ($10.00).

(g) Special Event Retailers' Permit. The assessed fee for a Special Event Retailers' Permit shall be one hundred dollars per day of operation of the Special Event site. For purposes of determining the fee amount, each day or part of day shall be subject to the daily operating fee. Such amount shall be payable by permittee within seven days following approval by the Governing Body of the Special Event Retailers' Permit application, but in no case less than five (5) days prior to the proposed special event. A Special Event Retailers' Permit is not valid until such fee is paid, and a permit is obtained from the City Clerk.

(Code 2015)

17-315. COMMUNITY BUILDING. The city shall charge and receive for the use of the community building pursuant to section 12-107 of this code the fees provided for in this section.

(a) Refundable deposit. Each person or entity applying to use the community building shall pay at the time of application a refundable deposit of either: (i) one hundred dollars ($100.00) for any use requiring a City issued temporary special event permit; or (ii) fifty dollars ($50.00) for all other uses, which deposit shall be used to secure payment of any damages or cleanup costs incurred by the city for such use. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the applicant.

(b) Single use. The fee for a single, non-recurring use of the community building shall be seventy-five dollars ($75.00) on Mondays through Thursdays and one hundred dollars ($100.00) for Fridays through Sundays.

(c) Monthly use. The fee for use of the community building once per month on Mondays through Thursdays shall be seven hundred twenty dollars ($720.00) per year.

(Code 2003; Code 2007; Ord. 1043)

17-316. CONDITIONAL USE PERMITS. A filing fee of two hundred dollars ($200.00) and a publication fee of seventy-five dollars ($75.00) shall be paid to the city clerk upon the filing of each application for each lot, tract, or parcel included in the application for the purpose of defraying the costs of the proceedings prescribed in Article 7, Section 702 of the Zoning Regulations of the City of Haysville, Kansas. Mailing costs arising out

of any application shall be the responsibility of the applicant. If the City carries out any mailing in association with an application all such costs shall be immediately assessed back to the applicant. Repayment to the City of such mailing costs shall be a condition precedent to an application being deemed complete. A written receipt shall be issued to the person making such payment and records thereof shall be kept in such a manner prescribed by law.
(Code 2007; Code 2019)

17-317. CONTRACTORS PERFORMING WORK WITHIN THE CITY. Contractors shall pay to the city clerk, prior to performing any work within the city, fees in accordance with the following schedule:

Class A Contractor	$125.00	(over $30,000)
Class B Contractor	$100.00	($30,000 or less)
Class C Contractor	$ 75.00	(Roofing & Siding)
Class D Contractor	$ 50.00	(Porch & Fencing)
Pool Contractor	$ 50.00	
Wrecking Contractor	$ 30.00	
Concrete Contractor	$ 30.00	
Drain Layer	$ 50.00	
Drain Cleaner	$ 20.00	
Electrical Contractor		
License	$ 75.00	
Master Certificate	$ 20.00	
Journeyman's Certificate/	$ 10.00	
Mechanical Contractor		
License	$ 75.00	
Master Certificate	$ 20.00	
Journeyman's Certificate	$ 10.00	
Certificate Fee	$ 5.00	
Plumbing Contractor		
License	$ 75.00	
Master Certificate	$ 20.00	
Journeyman's Certificate	$ 10.00	
Certificate Fee	$ 5.00	
Water Treatment	$ 30.00	
Solar Heat	$ 30.00	
Fire Sprinkler	$ 30.00	
Gas Fitter	$ 20.00	
Irrigation		
License	$ 50.00	

Master Certificate	$ 20.00
Journeyman's Certificate	$ 10.00
Swimming pools	$ 50.00
Right Of Way Maintenance	$ 25.00
Submitted after February 15th	$ 75.00

(Code 2003; Code 2007; Code 2012)

17-318. COUNCILPERSONS SALARY. The monthly salary to be paid to each city councilperson pursuant to section 1-308 of this code shall be one hundred dollars ($100.00).
(Code 2003; Code 2007)

17-319. COURT FEES; MISCELLANEOUS. The following fees are hereby adopted to defray the costs associated with the following specific processes carried out by the municipal court.

(a) Diversions. The fee required to be paid by any defendant requesting a diversion in connection with any case filed in the city municipal court pursuant to section 9-108 of this code shall be one-hundred dollars ($100.00). Said fee shall be non-refundable. Additionally, the fee charged by the providing agency to complete a pre-diversion evaluation shall be paid to the providing agency at the time of such evaluation.

(b) Court costs assessed pursuant to section 9-106 of this code shall be eighty-four~~one~~ dollars ~~and fifty cents~~ ($84.00~~81.50~~), which shall include those costs that the City must remit to the State under K.S.A. 12-4117, and docket and administrative fees.

(c) Pre-Sentence Investigations. The fee to be paid to the city by each defendant convicted in the city's municipal court and concerning whom a pre-sentence investigation is ordered shall be $150.00, unless such PSI fee is paid directly to the provider. Probation Administrative fees as set forth within shall be assessed separately from the PSI fee.

(d) Registered letter fee	$ 10.00
(e) Notice letter for FTO/FTA	$ 5.00
(f) Warrant Fee	$ 25.00
(g) Warrant Service Fee if served other than at court or police station/traffic stop	$ 20.00
Mileage per Mile for Warrant Service	As determined by State
(h) Witness Fee (per person)	$ 10.00
Mileage from home address per Mile for	
(i) Witness Under Subpoena, Except first 10 miles	As determined by State
(j) Administration Fee for Post-Conviction Remedy	$ 100.00
(k) Copying fee for court records (see 17-368 below)	25 cents/page
(l) Copying fee for each DVD, audio or video tape (see 17-368 below)	$ 25.00

(Code 2012)

17-320. COURT FINES; PUBLIC OFFENSES. Fines for violations of municipal ordinances shall be assessed pursuant to such ordinance, in conformance with K.S.A. 12-4305, the Uniform Public Offense Code, the Standard Traffic Ordinance, or as otherwise set forth by this Code. The description of offenses contained in this schedule of fines is for reference only and is not a legal definition. Pursuant to K.S.A. 12-4305, the municipal court judge is permitted to impose any fine within the minimum and maximum approved by ordinance.

(Code 2012)

ANIMALS

2-102	Animal at large/Violation of Dog Park Rules & Regulations set forth in sec. 12-301	
	First offense	$ 25.00
	Second offense, within the same calendar year	$ 50.00
	Third offense, within the same calendar year	$ 75.00
	Fourth and subsequent offense, within the same calendar year	$100.00
2-112	Cruelty or Neglect	$100.00
2-202	Barking dog	$ 25.00
2-201	No tag attached	$ 25.00
2-213	Rabies vaccination required	$ 50.00

NUISANCE OFFENSES

Burning (unlawful) $500.00

Any nuisance offense set forth within Chapter 7, Article 4:

(1) Upon conviction for a first offense, by a fine up to $250.00.

(2) Upon conviction of a second or subsequent offense, by a fine of not less than $250.00 and not more than $500.00.

MISCELLANEOUS

Failure to obey notice or summons Class C violation
A sum not exceeding $500.00 and/or one (1) month in custody.

Failure to appear in court Class B violation
A sum not exceeding $1000.00 and/or six (6) months in custody.

(Code 2012)

17-321. CULVERT PERMIT. The permit fee for a culvert within the city shall be sixty dollars ($60.00).

(Code 2003; Code 2007)

17-322. CURB CUT PERMIT. The permit fee for a curb cut within the city shall be fifty dollars ($50.00).

(Code 2003; Code 2007)

17-323. DANCES AND DANCE HALLS. The fee for any dance for which section 5-404 of this code requires a license shall be ten dollars ($10.00) for any dance approved for a duration not exceeding three (3) days, and fifty ($50.00) for any dance approved for a duration exceeding three (3) days. The licensing fee for any dance hall required to be licensed by this code shall be fifty dollars ($50.00) for the initial license. and fifty dollars ($50.00) for each annual renewal license. Renewal license fees shall become due on December 1st of each year, and shall be overdue if paid after January 1st of the year for which the renewal license is issued. The special supervision fee provided for by Section 5-408 of this code shall be thirty-five dollars ($35.00) per hour.

(Code 2003; Code 2007)

17-324. DOG LICENSES. The annual licensing fee for any license required to be obtained by section 2-201 of this code shall be as provided for by this section, shall expire with the rabies vaccination and shall be renewed with the city within thirty (30) days after the expiration of the rabies vaccination. Such licensing fees shall be as follows:

(a) Unspayed females. The annual license fee for each unspayed female dog shall be twenty dollars ($20.00).
(b) Spayed females. The annual license fee for each properly spayed female dog shall be ten dollars ($10.00).
(c) Non-neutered males. The annual license fee for each non-neutered male dog shall be twenty dollars ($20.00).
(d) Neutered males. The annual license fee for each neutered male dog shall be ten dollars ($10.00).
(e) If thirty (30) or more days have elapsed since the date of the rabies vaccination or thirty (30) or more days have elapsed since the dog became six (6) months old or thirty (30) or more days have elapsed since the dog was acquired, a penalty fee shall be assessed in the amount of two dollars ($2.00) for each month, or portion of month, during which the animal was not licensed pursuant to this code. (Code 2003, Code 2004; Ord. 852, Ord. 862, Ord. 864)

17-325 DOOR TO DOOR SALES. The registration fee required to be paid for persons or entities engaging in door to door sales pursuant to section Chapter 5, Article 13 of this code shall include the cost of background investigations upon up to five individuals.

All additional individuals shall be assessed the cost of such background investigation as set forth below.

thirty (30) day permit	$100.00
six (6) month permit	$300.00
one (1) year permit	$500.00
background investigation	
for each individual not included within permit fee:	$10.00/person

(Code 2003; Code 2007)

17-326. DRAIN CLEANER. There shall be charged twenty dollars ($20.00) for a drain cleaner's license.
(Code 2003; Code 2007)

17-327. DRAIN LAYING REINSPECTION/NON-BUSINESS HOURS; FEE. There shall be charged for the reinspection of any drain laying pursuant to section 4-705 of this code an inspection fee at the rate of thirty-five dollars ($35.00) per occurrence ~~hour for each hour, and fraction thereof,~~ of such reinspection.
(Code 2003; Code 2007)

17-328. DRINKING ESTABLISHMENTS. Each drinking establishment located in the city and operating pursuant to a drinking establishment license issued by the state of Kansas and the provisions of this code regulating such establishments shall pay to the city a biennial license fee of five hundred dollars ($500.00) pursuant to section 3-407. The city license shall run concurrently with the state drinking establishment license and must be obtained within five (5) days of issuance of the state license. If more than five (5) days elapse before purchase of the city license, a penalty of fifty dollars ($50.00) is hereby established.
(Code 2003; Code 2007; Ord. 976)

17-329. Reserved.

17-330. Reserved.

17-331. ELECTION FILING FEE; WAIVER. The filing fee required of each person seeking election to city office pursuant to section 1-206 of this code shall be twenty dollars ($20.00) payable to Sedgwick County, except that no fee shall be required of any such candidate who presents, at the time such person files for election, a petition supporting such person's candidacy signed by fifty (50) qualified electors of the city or by a number of such electors equal to not less than one-percent (1%) of the ballots cast and counted in the most immediately preceding city election, whichever is less.
(Code 2003; Code 2007; Code 2019)

17-332. ELECTRICAL PERMITS. Fees for building permits shall be set for in the Electrical Code as adopted and enforced by the City of Haysville ~~and enforced by Sedgwick County~~.
(Code 2003; Code 2007; Code 2012)

17-333. ELECTRICAL REINSPECTION/NON-BUSINESS HOURS; FEE. There shall be charged for electrical reinspections pursuant to section 4-507 of this code an inspection fee at the rate of thirty-five dollars ($35.00) per occurrence ~~hour for each hour, and fraction thereof,~~ for such reinspections.
(Code 2003; Code 2007)

17-334. ENTERTAINER. The annual license fee for entertainers, as described in section 3-201 of this code, shall be twenty-five dollars ($25.00), payable to the city clerk.
(Code 2003, Code 2004; Code 2007)

17-335. EROTIC DANCE STUDIOS. The annual license fee required by section 5-803 of this code for erotic dance studios shall be one-hundred dollars ($100.00).
(Code 2003; Code 2007)

17-336. EXCAVATION REINSPECTION/NON-BUSINESS HOURS; FEE. There shall be charged for excavation inspections pursuant to section 13-204 of this code an inspection fee at the rate of thirty-five dollars ($35.00) per occurrence ~~hour for each hour, and fraction thereof,~~ of such inspections.
(Code 2003; Code 2007)

17-337. EXCAVATION PERMITS. There shall be charged for each excavation permit issued pursuant to section 13-206 of this code the sum of fifty dollars ($50.00).
(Code 2003; Code 2007)

17-338 RESERVED.

17-339. FENCE PERMITS. The fee required by section 4-1108 of this code to be paid to the city by each applicant for a fence permit shall be twenty-five dollars ($25.00).
(Code 2003; Code 2007)

17-340. FINGERPRINT PROCESSING FEES. A processing fee of twenty dollars ($20.00) shall be paid to and collected by the city from each person requesting to be fingerprinted prior to such service being performed pursuant to section 10-104.
(Code 2003; Code 2007)

17-341. FIREWORKS SALES PERMITS. There shall be collected for each location within the city for which a fireworks sales permit has been issued pursuant to section 5-1102 of this code, permit fees based upon the square footage of the structure from which fireworks are to be sold:

(a) For structures not exceeding 400 square feet $ 2,500.00

(b) For structures having square footage of 401, but not exceeding 800 square feet $ 5,000.00

(c) For structures greater than 800 square feet, but not exceeding 1,500 square feet $ 7,500.00

(d) For structures exceeding 1,500 square feet $10,000.00

For the purposes of this section, square footage shall be determined by the interior dimension measurement of the structure.

(Code 2003; Code 2007)

17-342. HAYSVILLE ACTIVITY CENTER AND POOL USAGE AND RENTAL

Admission and rental fees associated with the Haysville Activity Center and the Dewey Gunzelman Swimming Pool Facility shall be set by the Governing Body. Unless the Governing Body takes action to change any established admission or rental fee, such fees shall remain the same from year to year. The categories of the memberships and admissions shall be as follows:

1. HAC: One Day Admission - Daily rate for one individual

    a. Single: Individuals in the 6th grade or older that are not USD 261 students.

    b. Seniors: Any person aged fifty-five (55) and older.

    c. Military: Active Duty serviceperson with current military ID card.

    d. Campus/HMS Student: A current student attending USD 261 Campus, Haysville High School or any Haysville Middle School.

    e. Youth (6 years - 5th Grade): Any person between 6 yrs of age and fifth (5th) grade.

    f. Children (5 Years and younger): Any person aged five (5) years or younger.

    g. Weekly Pass (7 consecutive days): Any individual regardless of age may purchase a weekly pass.

2. HAC: Memberships - Annual (12 months), Six-months (6), and Three-month (3):

    a. Family: Families are defined as an individual, their spouse and their dependent children aged 23 and under.

b. Single: Limited to one person.

c. Senior: Limited to one person, aged fifty-five (55) and older.

d. Military: Active Duty serviceperson with current military ID card.

e. Campus HS Student: Any student attending Campus HS or Haysville High School. Limited to one person.

f. Haysville MS Student: Any student attending Haysville Middle Schools. Limited to one person.

3. HAC: Activity Center Rental Rooms - Room/Deposits

a. Rental Room A & B: Rental of the rental rooms will be based on the number of hours requested per day.

b. Damage Deposit: Each person or entity applying to rent the HAC shall pay at the time of application for such use a refundable deposit to secure payment of any damages or cleanup costs incurred by the City in association with such use. Groups shall pay a Damage Deposit of fifty dollars ($50.00). Groups applying for a special event permit shall pay a Damage Deposit of one hundred dollars ($100.00). Any portion of said deposit not used to repair damages or applied toward venue cleanup shall be refunded to the applicant.

4. Dewey Gunzelman Swimming Pool. The categories of swimming pool passes shall be as follows:

a. Daily passes.

1. Preschooler: less than six (6) years of age;
2. School Age and Adult: less than fifty-four (54) years of age;
3. Senior: persons fifty-five (55) years of age or older.

b. Season Passes

1. Families are defined as an individual, their spouse and their dependent children aged 23 and under
2. Individual: Any single individual, limited to only one person.

c. Ticket books: Ticket books containing twenty (20) daily admission tickets

5. Dewey Gunzelman Swimming Pool Rental and Deposit. The Governing Body shall establish rules and procedures for permitting the swimming pool facility to be rented for private events. Fees for rental of the swimming pool may be based upon the number of people in attendance at the rental event, and whether additional

swimming facilities, equipment, and personnel are requested for the event. The deposit and rental fee are due at the time of the rental request. This entire amount will be refunded if the City determines that the requested date(s) are unavailable.

6. Dewey Gunzelman Swimming Pool Rental Deposit. Each person or entity applying to rent the swimming pool shall pay at the time of application a refundable deposit to secure payment of any damages or cleanup costs incurred by the City 3 arising out of such use. Any portion of said deposit not applied to repairs or cleanup shall be refunded to the applicant. Such deposit shall be as follows:

$50 (Rentals < than 100 people)

$100 (Rentals > 100 people or if a DJ/Band is utilized)

(Code 2003, Code 2004, Code 2007, Code 2009; Ord. 941; Code 2015; Ord. 1043)

17-343. HISTORIC DISTRICT APPEAL. A fifty dollar ($50.00) fee shall be paid when submitting an application for an appeal to the Historic District Committee.
(Code 2003; Code 2007)

17-344. ICE CREAM VENDOR – MOBILE; LICENSE. Each applicant for an ice cream vendor's license shall be charged an annual license fee of fifty dollars ($50.00) for each vehicle operating within the city limits pursuant to section 5-904.
(Code 2003; Code 2007)

17-345. INSUFFICIENT FUNDS CHECK CHARGE. A service charge of thirty dollars ($30.00) shall be charged for any check returned to the city, or any other form of refused or returned payment, including credit card and PayPal, pursuant to section 1-404.
(Code 2003; Code 2007; Code 2015)

17-346. KENNEL LICENSE. As required by section 2-206 there shall be an annual license fee of one-hundred dollars ($100.00) for any kennel operating in the city.
(Code 2007)

17-347. LANDLORD GUARANTEE. For each landlord guarantee there shall be charged a fee of forty dollars ($40.00).
(Code 2003; Code 2007)

17-348. LANDSCAPE PLAN REVIEW. A fee of one-hundred dollars ($100.00) shall be paid when submitting a landscape plan for review.
(Code 2003; Code 2007)

17-349. MANUFACTURED HOME INSPECTION FEE. For each inspection of a manufactured home prior to occupancy being granted a fee of twenty-five dollars ($25.00) shall be charged and collected pursuant to section 8-106.
(Code 2003; Code 2007)

17-350. MANUFACTURED HOME PARKS, TRAILER PARKS; FEE. For manufactured home parks or trailer parks located within the city limits, there shall be an annual fee in the amount of five dollars ($5.00) for each space, whether occupied or not, pursuant to section 8-107.
(Code 2003; Code 2007)

17-351. MAYOR'S SALARY. The monthly salary to be paid to the mayor of the city pursuant to section 1-307 of this code shall be seven hundred fifty dollars ($750.00).
(Code 2003; Code 2007)

17-352. MECHANICAL PERMITS. Fees for mechanical permits shall be set forth in the Mechanical Code as adopted and enforced by the City of Haysville ~~and enforced by Sedgwick County~~.

17-353. MECHANICAL REINSPECTION/NON-BUSINESS HOURS; FEE. There shall be charged for mechanical re-inspections pursuant to section 4-807 of this code a fee at the rate of thirty-five dollars ($35.00) per occurrence ~~hour for each hour, and fraction thereof,~~ of such re-inspections.
(Code 2003; Code 2007)

17-354. MOBILE FOOD VENDORS; FEE. The permit fee required by Chapter 5, Article 16 of this code for Mobile Food Vendors shall be as set forth below.
(a) $25.00 for each thirty (30) days, or portion thereof;
(b) $125.00 for six (6) months; or
(c) $200.00 for one (1) calendar year.

17-3554. MUNICIPAL JUDGE PRO TEMPORE; FEE. A municipal judge pro tempore shall be paid a fee of one hundred fifty dollars ($150.00) per court day pursuant to section 9-105.
(Code 2019)

17-3565. OIL AND GAS WELL DRILLING; APPLICATION AND ANNUAL LICENSE. The fee to be paid to the city clerk by each applicant for a permit to drill an oil or gas well within the city pursuant to section 5-303 of this code shall be five hundred dollars ($500.00). In the event such permit is not granted, the city shall retain and credit to the city general fund the sum of one-hundred dollars ($100.00) to defray the costs of processing such application, and shall refund the balance of the fee to the

applicant. In addition to the application fee prescribed by this section, and pursuant to section 5-315 of this code, each applicant to whom a drilling permit is issued shall pay to the city an annual license fee of one hundred fifty dollars ($150.00) for each oil or gas well located within the city and which has not been plugged; each such license shall expire on December 31 of each year and shall be paid by January 1 of each year.

(Code 2003; Code 2007)

17-3576. PARK SHELTERS. The fees for use of city park shelters shall be as provided in this section.

(a) For use of the Riggs, Timberlane, Police, Kirby, Orchard Acres, Pear Tree, Whisler, or Plagens-Carpenter Park shelters, twenty-five dollars ($25.00);

(b) For use of the Brady Shelter, Riggs Park Gazebo, or Orchard Acres Scout Shelter, ten dollars ($10.00);

(c) For use of the Lions Club Shelter, fifty dollars ($50.00) with a fifty dollar ($50.00) refundable deposit to cover possible clean up and damage costs;

(d) For use of the Band Shell, twenty-five dollars ($25.00);

(e) For use of Historic District Gazebo, fifty dollars ($50.00) with a fifty dollar ($50.00) refundable deposit to cover possible clean up and damage costs; or

(f) Home Town Market facility, fifty dollars ($50.00). The Home Town Market community open-air market establishes fees for booth rental in a manner established for that program.

(g) The fee charged for a lost key shall be ten dollars ($10.00).

(Code 2003, Code 2004; Code 2007; Code 2008; Ord. 1043)

17-358. PAWNBROKERS AND PRECIOUS METAL DEALERS. The application and subsequent annual license fee required by section 5-1002 of this code to be paid to the city for persons or entities seeking to engage or engaging in the businesses of pawnbroking or dealing precious metals shall be fifty dollars ($50.00).

(Code 2003; Code 2007)

17-359. PERMITS FOR CONSTRUCTION OF PUBLIC SIDEWALKS, CURBS, GUTTERS OR PRIVATE DRIVEWAYS CUTTING THROUGH OR PASSING OVER PUBLIC SIDEWALKS, CURBS OR GUTTERS. The fee required by section 13-105 of this code for permits for the construction of public sidewalks, curbs, gutters or private driveways cutting through or passing over public sidewalks, curbs or gutters shall be forty cents ($0.40) per lineal foot for all such construction.

(Code 2003; Code 2007)

17-360. PLAGENS-CARPENTER SPORTS COMPLEX USAGE FEES. Fees for the usage of the Plagens-Carpenter Sports Complex may be annually set by regular action of the Governing Body. Rental fees are anticipated to include costs associated with regular maintenance, lights, and usage. A standard damage/clean-up Deposit Schedule shall also be established.

(Code 2003; Code 2009; Ord. 941)

17-361. PLAN REVIEW. Unless a fee in another amount is expressly provided for elsewhere in this code, the city shall charge and receive a fee of fifty dollars ($50.00) for the review of each plan required by this code to be submitted to the city or its representatives for review.
(Code 2003; Code 2007)

17-362. PLUMBING PERMITS. Fees for building permits shall be set forth in the Plumbing Code as adopted and enforced by the City of Haysville ~~and enforced by Sedgwick County~~.
(Code 2003; Code 2007; Code 2012)

17-363. PLUMBING REINSPECTION/NON-BUSINESS HOURS; FEE. There shall be charged for plumbing re-inspections pursuant to section 4-610 of this code an inspection fee at the rate of thirty-five dollars ($35.00) per occurrence ~~hour for each hour, and fraction thereof,~~ of such inspections.
(Code 2003; Code 2007)

~~17-364. RESERVED.~~

~~17-365.~~17-364. PRIVATE CLUBS. The biennial license fee to be paid to the city by each private club located within the city pursuant to section 3-411 of this code shall be five hundred dollars ($500.00). Said fee shall be paid before commencing business under an originally-issued state license, and within five (5) days after the effective renewal date of any subsequently granted state license.
(Ord. 976)

~~17-366.~~17-365. PRIVATE SEWAGE DISPOSAL SYSTEMS; PERMIT AND INSPECTION.
The permit and inspection fee required to be paid to the city before commencement of construction of a private sewage disposal system pursuant to Section 15-407 of this code shall be two-hundred dollars ($200.00).
(Code 2003; Code 2007)

~~17-366 RESERVED.~~

~~17-367~~17-366 PROBATION VIOLATION. The fine assessed for a probation violation shall be not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00), per violation charged.

~~17-368~~17-367 PUBLIC DEFENDER/CONFLICTS COUNSEL; FEE. When an attorney is appointed to act as a public defender in municipal court due to a conflict of interest or other reason, the fee for such representation shall be seventy five dollars ($75.00) for up to two appearances in a single matter. (Code 2019)

17-36~~89~~. RECORDS INSPECTION AND COPYING. The fees provided for by Chapter 1, Article 8 of this code for the inspection and copying of records shall be as follows:

(a) Inspection. The fee for inspections provided for by section 1-802 of this code may be an amount equal to the hourly rates of compensation, including benefits, for the city employee or employees involved in the inspection multiplied by the hours, or fractions thereof, such employee or employees were required to be so involved.

(b) Copying. The fees for copying records provided for by section 1-803 of this code may be an amount equal to the hourly rates of compensation, including benefits, for the city employee or employees involved in the copying multiplied by the hours, or fractions thereof, such employee or employees were required to be so involved. An additional fee of twenty five cents ($0.25) per page copied may also be charged, and an additional fee of $25.00 shall also be charged for each Video/CD/DVD/Audio/VHS or other media form copied. Photographs will be reproduced digitally and provided on the appropriate media form. The employee time associated with providing the media form shall be in addition to the $5.00 media cost.

(Code 2003; Code 2007; Code 2009)

17-369. -RECREATIONAL VEHICLE TEMPORARY PERMIT FEE.

A temporary permit may be issued for a manufactured home, mobile home, or recreational vehicle to be occupied other that within a park or camp, permitted in accordance with sections 5-1503 for a period not to exceed 14 days, upon the payment of a fee of $10.00. There shall not be more than four such permits issued for the placement of a manufactured home, mobile home, or recreational vehicle in accordance with sections 5-1503 on the same property in any 12 month period.

(Code 2020)

17-370. REFUSE HAULERS. The annual fee to be paid to the city by each person or entity licensed to collect and/or dispose of solid waste within the city pursuant to section 7-311 of this code shall be one hundred fifty dollars ($150.00) for each vehicle used by such person or entity in such collection and/or disposal.

(Code 2003; Code 2007)

17-371. RETAIL LIQUOR OCCUPATION/LICENSE TAX. (a) There is hereby levied, pursuant to section 3-301, a biennial occupation tax on each retailer of alcoholic liquor within the city (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) and for consumption off the premises (sales in the original

packages only), and to whom the state of Kansas has issued a retailer's license, of five hundred dollars ($500.00) payable within five (5) days of the issuance of the state license.

(b) Special Event Retailers' Permit. The assessed fee for a Special Event Retailers' Permit associated with a Temporary Alcohol Beverage Permit issued by the State shall be one hundred dollars per day of operation of the Special Event site. For purposes of determining the fee amount, each day or part of day shall be subject to the daily operating fee. Such amount shall be payable by permittee within seven days following approval by the Governing Body of the Special Event Retailers' Permit application, but in no case less than five (5) days prior to the proposed special event. A Special Event Retailers' Permit is not valid until such fee is paid, and a permit is obtained from the City Clerk.

(Code 2003; Code 2007; Ord. 976; Code 2015)

17-372. ROOFING AND SIDING PERMITS. Fees Roofing and Siding Permits shall be set forth in the Building and Residential Code as adopted and enforced by the City of Haysville ~~and enforced by Sedgwick County~~.

17-373. SENIOR CENTER BUILDING RENTAL. The city shall charge and receive for the rental of the Senior Center the fee provided for in this section and authorized by this code. Rental of the Senior Center is for Members fifty-five (55) years of age or older for functions benefiting senior citizens.

(a) The fee for the rental of the Senior Center shall be fifty dollars ($50.00) for Members of the Senior Center.

(b) Senior Center rental deposit. Each Member applying to rent the Senior Center shall pay at the time of application for such use a refundable deposit of one hundred dollars ($100.00) to secure payment of any damages or cleanup costs incurred by the City for such use. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the applicant.

(Code 2003, Code 2004; Code 2007; Code 2009; Code 2018)

17-374. SEWER SYSTEM TAP. The fee to be paid to the city clerk by any person or entity for a connection to the city's sewer/wastewater treatment system pursuant to section 15-307 of this code shall be five hundred dollars ($500.00)~~two hundred fifty dollars ($250.00)~~.

(Code 2003; Code 2007)

17-375. SIGN PERMITS. The total annual fee to be paid by a portable sign permit owner shall be one-hundred dollars ($100.00) regardless of the number of signs owned. The fees to be submitted with the application for a sign permit shall be twenty-five dollars ($25.00) for a temporary sign, twenty dollars ($20.00) for a commercial or civic portable sign, and seventy-five ($75.00) for a permanent sign. The fee for return of an

impounded sign pursuant to section 219-D of the Sign code shall be ten dollars ($10.00).
(Ord. 902; Code 2007; Code 2019)

(SIDING PERMITS. See Section 17-372, Roofing and Siding Permits.)

17-376. SPECIAL EVENT PERMITS. The fee charged for special event permits shall be twenty-five dollars ($25.00) pursuant to section 12-302. Upon issuance of a special event permit, a refundable deposit of one hundred dollars ($100.00) shall be paid by the permit holder to secure payment of any damages or cleanup costs incurred by the city related to the permitted special event. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the permit holder.

17-377. SPRINKLER SYSTEMS; UNDERGROUND. The fee charged for underground sprinkler permits shall be sixteen dollars ($16.00) pursuant to section 4-1003. Backflow device test filing fee shall be ten dollars ($10.00). Late filing of backflow device test shall be ten dollars ($10.00) per month pursuant to section 15-134.
(Code 2003; Code 2007; Code 2019)

17-378. SUBDIVISION APPLICATION FILING FEES. For the purpose of defraying the costs of subdivision applications and proceedings, the governing body establishes the following fees:

(a) Applications. Upon the filing of each application for subdivision approval the following shall be paid:

(1) Preliminary Plat. The preliminary plat shall not be accepted for filing until a filing fee therefore has been paid by the sub-divider. Such fee shall be computed at $40.00 plus $2.00 for each lot over one.

(2) Lot Split. Upon the filing of each application for lot split approval a fee of $50.00 shall be paid.

(3) Vacation. The filing fee for vacation applications shall be $150.00.

(4) Street Name Change. The fee for processing a street name change request shall be $25.00.

(b) Additional Costs. For the applications listed above, the charges associated with recording documents and for mailing any required notifications are in addition to the filing fees. These will be billed to the applicant. Repayment to the City of such additional costs shall be a condition precedent to an application being deemed complete.

(Code 2007; Code 2019)

17-379. TAXICABS. The annual license fee required to be paid to the city by taxicab licensees pursuant to section 5-603 of this code shall be twenty-five dollars ($25.00) for each taxicab; in the event a licensee operates more than one cab pursuant to said license, fees

of twenty-five dollars ($25.00) for one taxicab and ten dollars ($10.00) per taxicab for all other taxicabs shall also be paid.

(Code 2003; Code 2007)

17-380 TEMPORARY COMMERCIAL WATER SERVICE RATES. The charges authorized by section 15-121.1 of this code for temporary provision of water for non-residential purposes from the municipal water works and distribution system shall be as provided by this section.

(a) Payment must be made in advance of any service provided.

(b) Payment shall be in the amount of fifteen dollars ($15.00) per week plus any applicable sales tax, not to exceed four (4) total weeks of temporary service, except for extensions as provided in 15-121.1, and shall be distributed as follows:

(1) $ 6.00 to Water,
(2) $ 4.00 to Sewer,
(3) $ 3.00 to Sewer Fee,
(4) $ 2.00 to Stormwater Fee, and
(5) applicable sales tax.

(c) In lieu of the standard costs set forth above, where practicable such water service may be metered as a temporary measure and costs imposed in accordance with 17-387.

17-381. TEMPORARY PORTABLE BUSINESS PERMIT FEES. The permit fee required by Chapter 5, Article 12 of this code for Temporary Portable Business Permits shall be fifty dollars ($50.00).

(Code 2003; Code 2007)

17-382. TEMPORARY RESIDENTIAL WATER SERVICE. The fee for being afforded temporary residential water service pursuant to section 15-121 of this code shall be paid in advance and shall be in the amount of twenty dollars ($20.00) per week plus applicable sales tax, not to exceed two (2) weeks and distributed as follows:

$10.00 to water
$10.00 to sewer

Any water used shall be metered at normal residential rates.

(Code 2019)

17-383. TEMPORARY SALES FEES. Each applicant to whom the city clerk issues a sales from residence permit pursuant to section 5-502 of this code shall pay to the city clerk a permit fee of three dollars ($3.00) per day for up to three (3) consecutive days. (Code 2003; Code 2007)

17-384. TRAFFIC FINES. Pursuant to K.S.A. 12-4305 the municipal judge shall establish a schedule of fines which shall be imposed for municipal ordinance violations that are classified as ordinance traffic infractions. Also, the municipal judge may establish a schedule of fines which shall be imposed for the violation of certain other ordinances. Any fine so established shall be within the minimum and maximum allowable fines established by ordinance for such offenses by the governing body.

17-385. TRANSIENT GUEST TAX. The transient guest tax shall be levied at a rate of 6% upon the gross receipts derived from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental service or facilities, in any hotel, motel, or tourist court, and shall be collected as provided in K.S.A. 12-1698. (Ord. 969)

17-386. WASTEWATER RATE. Each user of the city's sewer/wastewater treatment system shall pay for the services provided by the city pursuant to Sections 15-506, 15-507 and 15-508 of this code at a rate based on their use of the wastewater treatment works as determined and measured by meters acceptable to the city. The monthly user charges charged to residential contributors shall be based on their average monthly water usage during the months of January, February and March. Residential contributors who have not established a January, February and March average shall be charged a charge equal to the average charge for all other residential contributors. The monthly user charge charged to industrial and commercial contributors shall be based on current month water usage. If a commercial or industrial contributor has a consumptive water usage, or in some other manner uses water which is not returned to the city's wastewater collection system, the user charge for such contributor may be based on a wastewater meter or separate water meters installed and maintained at the contributor's expense and in a manner acceptable to the city.

In any event, the minimum monthly user charge shall be thirteen dollars and eighty-five cents ($13.85) for each residential, industrial or commercial contributor, except that each such contributor defined as a subsidized high density residential contributor shall pay a minimum monthly charge of six dollars ($6.00). In addition, each contributor paying in-city rates shall pay an additional rate for operation and maintenance, including replacement, of four dollars ($4.00) per one-thousand (1,000) gallons of water (or wastewater) in 2010, $4.65 in 2011, $5.30 in 2012, $5.95 in 2013, $6.60 in 2014 and $7.25 in 2015 and thereafter. Each contributor paying out-of-city rates shall pay an additional rate for operation and maintenance, including replacement,

of six dollars ($6.00) per one-thousand (1,000) gallons of water (or wastewater) in 2010, $6.98 in 2011, $7.95 in 2012, $8.93 in 2013, $9.90 in 2014 and $10.88 in 2015 and thereafter.

When the wastewater user charge of thirteen dollars and eighty-five cents ($13.85) is removed in October 2016, a five dollar ($5.00) maintenance fee will be implemented."

(Code 2003, Ord. 878; Code 2007; Code 2009; Ord. 950; Code 2010)

17-387. WATER TAP FEES. For each tap to the city waterworks system made pursuant to section 15-107 of this code, the city clerk shall charge and collect, prior to such tap, a fee of one thousand seven hundred ~~and~~ fifty dollars ($1,750.00) ~~five hundred dollars ($1,500.00)~~ for each meter connection of ¾inch or 5/8-inch, a fee of two thousand dollars ($2,000.00) ~~one thousand six hundred twenty-five dollars ($1,625.00)~~ for each meter connection of 1-inch, and a fee of three thousand five hundred dollars ($3,500.00) ~~two thousand two hundred dollars ($2,200.00)~~ for each meter connection of two (2)-inches.

(Code 2003; Code 2005; Code 2007; Code 2008; Code 2015)

17-388 WATER CUSTOMER NON-PAYMENT PENALTY. Water service to or for any customer whose name appears on the city's water shut-off list pursuant to section 15-117 shall not be continued until such customer pays to the city a forty dollar ($40.00)~~twenty dollar ($20.00)~~ non-payment penalty, together with all past due amounts owing to the city. The mayor or the mayor's designee may grant exceptions to this section only in hardship cases.

(Code 2003; Code 2007)

17-389. WATER METER CALIBRATION. The fees provided for by section 15-140 of this code for testing of water meters shall be twenty dollars ($20.00)~~five dollars ($5.00)~~ for the first test if the meter was found accurate within two percent (2%) and forty dollars ($40.00)~~ten dollars ($10.00)~~ for subsequent tests within a one (1) year period.

(Code 2003; Code 2007)

17-390. WATER SERVICE RATES. The charges authorized by section 15-201 of this code for water used from the municipal water works and distribution system shall be as provided by this section.

(a) Infrastructure Fee. For all users, a $7.00 per month, infrastructure maintenance and improvement fee.

(b) Users located inside city limits. The charges for water users within the city limits shall be $3.50 per 1,000 gallons. Users outside of the city but added to the system due to contamination concerns as identified by KDHE in 2017 related to the former

American Cleaners Dry Cleaners Site, 412 W. Grand Avenue, shall be charged the same rate as users located inside city limits.

(c) Users located outside city limits. The charges for water users located outside the city limits shall be $3.92 per 1,000 gallons.

(d) Bulk users. The charges for bulk users of water shall be $3.50 per 1,000 gallons.

(Code 2003, Code 2004; Code 2007; Ord. 949; Code 2010; Code 2018; Code 2019)

17-391. WATER SET-UP AND SERVICE TRANSFER FEES. Pursuant to section 15-116 of this code, each applicant for city water service shall pay a set-up fee of twenty-five dollars ($25.00), together with any applicable taxes, to establish service, and any such customer who subsequently transfers water service from one (1) location in the city to another location in the city shall pay a transfer fee of fifteen dollars ($15.00), together with any applicable tax.

(Code 2003; Code 2007)

17-392. WELL PERMITS; WATER. The fee for each well permit required to be paid to the city shall be twenty dollars ($20.00)~~five dollars ($5.00)~~.

(Code 2003; Code 2007)

17-393. ZONING DISTRICT BOUNDARY CHANGES AND LOT, TRACT, OR PARCEL RECLASSIFICATIONS. A filing fee of two hundred dollars ($200.00) and a publication fee of seventy-five dollars ($75.00) shall be paid to the city clerk upon the filing of each application for each lot, tract or parcel included in an application to change zoning district boundaries or to reclassify an area pursuant to Article 7, Section 701 of the Zoning Regulations of the City of Haysville, Kansas.

Mailing costs arising out of any application shall be the responsibility of the applicant. If the City carries out any mailing in association with a zoning application all such costs shall be immediately assessed back to the applicant. Repayment to the City of such mailing costs shall be a condition precedent to an application being deemed complete. An incomplete application may not be heard by the Planning Commission or Board of Zoning Appeals.

(Code 2003; Code 2007; Code 2008; Code 2016)

Return To Agenda

KANSAS PRIDE PROGRAM
2020 Entry Government Resolution

Resolution No. _____

WHEREAS, local municipal government has a responsibility to develop the capacity to undertake a viable community development effort; and

WHEREAS, community development needs and problems can best be determined and solved through a cooperative effort between elected officials and those citizens they represent; and

WHEREAS, the Kansas PRIDE Program, co-administered by the Kansas Department of Commerce and K-State Research and Extension, has been reviewed and found to be a means to improve our community, and

WHEREAS, the Mayor and Council do herewith pledge their full support, endorsement, and cooperation in carrying out the requirements of the Kansas PRIDE Program.

NOW THEREFORE BE IT RESOLVED, that the community of HAYSVILLE urges its citizens to join this effort and hereby declares this city to be an official entrant in the PRIDE Program for the year of 2020.

PASSED AND APPROVED THIS _____ DAY OF _____ IN THE YEAR OF _____.

Attest:

_____ **OR** _____

City Council Representative Mayor

Return To Agenda

From: Allen, Lisa (CCI-Central Region) [mailto:Lisa.Allen@cox.com]
Sent: Monday, November 25, 2019 2:01 PM
Subject: Cox Communications LFA Notification

Dear Local Franchising Authority,

As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. Our company is in discussions to renew agreements with the following programmers and broadcasters:

Station/Network	SD Channel	HD Channel
CBS – KWCH	12	2012
Always On Storm Team 12 – KWCH	675	N/A
Heroes & Icons – KWCH	678	N/A
CW – KSCW	5	2005
Antenna TV – KSCW	674	N/A
Decades – KSCW	679	N/A
Cine Sony East	331	N/A
Channel One Russia East	570	N/A
Bravo East	61	2061
CNBC East	53	2053
E! Entertainment East	59	2059
Golf Channel East	79	2079
MSNBC East	24	2024
NBC Sports Network East	78	2078
NBC Universo East	304	2304
Olympic Channel East	257	2257
Oxygen East	228	2228
Syfy East	50	2050
Universal Kids East	209	2209
USA Network East	28	2028

If we're unable to reach a new agreement by the expiration dates, these networks can prevent us from including their stations in our lineup.

We know this may be frustrating to our customers, but we're hoping they'll agree that this negotiation is worth the effort to ensure we are delivering quality TV shows and channels at a reasonable price. We continue to actively negotiate with these networks and are working toward renewing our agreements without any disruption to our customers. We are meeting our customer notification obligation through an ad in the local newspaper.

We will keep you updated with any new information. Please feel free to contact me at (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,

Megan Bottenberg
Manager, Government Affairs
Cox Communications Central Regio

From: Allen, Lisa (CCI-Central Region) [mailto:Lisa.Allen@cox.com]
Sent: Friday, December 6, 2019 10:59 AM
Subject: Cox Communications LFA Notification

Dear Local Franchising Authority,

We wanted to let you know that effective 01/07/20, we are increasing the rates of our video services to reflect the increased costs of doing business, particularly the rising costs of TV programming. We will begin communications to our customers 30 days prior to the increase, which will appear on their next bill. We don't make this decision lightly, as we know no one likes it when their bill goes up.

Listed below is a list of our upcoming price changes.

Contour Flex Economy Latino will change from $50.00 to $52.00
TV Economy will change from $40.00 to $42.00
TV Economy Latino will change from $48.00 to $50.00
Contour Flex Economy will change from $40.00 to $42.00
Contour Flex Genre Economy will change from $15.00 to 17.00
TV Essential will change from $82.49 to $86.49
Contour TV will change from $87.49 to $91.49
Contour TV Ultimate will change from $167.49 to $171.49
Contour TV Preferred will change from $99.49 to $103.49
Contour TV Premier will change from $111.49 to $115.49
Advanced TV Premier will change from $111.49 to $115.49
Advanced TV Ultimate will change from $163.97 to 167.97
Advanced TV Ultimate with 4 Premiums will change from $172.97 to $176.67
Advanced TV Ultimate with 4 Premiums and Record 6 DVR will change from $169.49 to $173.49
Contour TV Ultimate with 4 Premiums and Record 6 DVR will change from $169.49 to $173.49
Super Mix will change from $97.49 to $101.49
Contour TV Latino will change from $97.49 to $101.49
Contour TV Latino Preferred will change from $109.49 to $113.49
Contour TV Latino Ultimate will change from $179.49 to $183.49
Epix will change from $10.00 to $12.00
The Broadcast Surcharge will change from $10.00 to $13.50
Regional Sports Surcharge will change from $2.60 to $2.80
Mini Box will change from $2.99 to $3.99
CableCARD will change from $2.99 to $3.99

We know that any bill increase can have an impact, and we're committed to helping our customers however we can. If you have any questions, please don't hesitate to reach me at (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,

Megan Bottenberg
Manager, Government Affairs
Cox Communications Central Region

Return To Agenda

November 22, 2019

Will Black, Chief Administrative Officer
City of Haysville
PO Box 404
200 W. Grand Avenue
Haysville, KS 67060

Reference: AGREEMENT for County Lakes 2nd Phase 2 Infrastructure Improvements
PEC Project No. 31-197002-007-008-009-1263

Dear Mr. Black:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Haysville ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Benjamin M. Mabry, PE
Project Manager

BMM:jah

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Joseph P. Surmeier, PE

Title: Principal/Civil Department Manager

Date: 11-22-2019

ACCEPTED: CITY OF HAYSVILLE

By: _____

Title: _____

Date: _____

PROFESSIONAL ENGINEERING CONSULTANTS

EXHIBIT A

A. **Project Description**:

1. The Project shall consist of Paving, Sanitary Sewer and Water Distribution Improvements within Country Lakes Addition and Country Lakes 2nd Addition in Haysville, Kansas with an estimated construction budget of approximately $698,500.00.
2. The Project delivery method is design-bid-build.

B. **Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that construction of the Project will commence in July 2020, provided this agreement is executed by November 26, 2019.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. **Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:

    a) Preliminary Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in portable document format (PDF).
    b) Final Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in PDF format.

D. **Scope of Services:**

1. Field Survey Services:

    a) Provide engineering and technical personnel and equipment to obtain topographic field survey data for the engineering design of the PROJECT.
    b) Set and reference control points for data collection.
    c) Establish benchmarks for vertical design elements.
    d) Research, coordinate, and field locate utilities marked in response to Kansas-One-Call requests.
    e) Locate section corners and/or property corners sufficient for determining existing right-of-way and property line locations.
    f) Obtain full topographic field survey for the PROJECT area.
    g) Process survey notes for base plan preparation.
    h) Prepare existing conditions plan identifying the pre-construction conditions based on the topographic field survey for the PROJECT area.

2. Civil Engineering Design Services:

a) Participate in pre-design meeting with CLIENT to formalize the design criteria and PROJECT boundaries.
b) Prepare preliminary plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT along an engineer's opinion of probable cost.
c) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
d) Notify CLIENT of any easements and right-of-way that may be needed in order to construct the improvements, if determined necessary during design.
e) Advise CLIENT of utility conflicts and construction permits, as identified during design.
f) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
g) Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the Notice of Intent (NOI) Form.
h) Prepare final plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT along an engineer's opinion of probable cost.
i) Respond to questions regarding the engineering design and plans during PROJECT bidding.
j) Assist CLIENT in advertising or notifying prospective bidders and opening bids for the PROJECT.

3. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

a) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
b) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
c) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
d) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
e) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
f) Review materials test reports as submitted by the City Inspector.
g) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
h) Conduct a final on-site PROJECT review.
i) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

E. **Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Attend all PROJECT progress meetings.
2. Provide access to the PROJECT area property.
3. Provide CLIENT utility locates within the PROJECT area.
4. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
5. Drawings, studies, reports, and other information available pertaining to the existing building and site.

F. **Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
3. Analysis of existing utility systems.
4. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
5. Design of retaining walls.
6. Alternate designs not specifically listed in the Scope of Services.
7. Construction Phase Services: Includes constructions staking, materials testing, and construction observation related to the project.
8. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
9. Landscape Architecture: Includes landscaping plans and tree planting.
10. Develop legal descriptions and associated tract maps for the City's use in land acquisition for the construction of the proposed improvements.

G. **Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Franchise Utility Design.
2. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

H. **PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of $71,550.00, summarized as follows:

Project	Survey/Design	CA	Subtotal
Paving	$ 39,400.00	$ 7,500.00	$ 46,900.00
Sanitary Sewer	$ 8,950.00	$ 2,000.00	$ 10,950.00
Water Distribution	$ 11,200.00	$ 2,500.00	$ 13,700.00
TOTAL	$ 59,550.00	$ 12,000.00	$ 71,550.00

2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

Return To Agenda

2019

Amended
Certificate
For Calendar Year 2019

To the Clerk of Sedgwick County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Haysville
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	2019 Amended Budget Amount of 2018 Tax that was Levied	Adopted 2019 Expenditures	Proposed Amended 2019 Expenditures
Fund	**K.S.A.**				
Recreation		2		692,181	807,744
Totals		xxxxxxxxx	0	692,181	807,744
Summary of Amendments		3			

Attested date:_____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

City of Haysville 2019

Adopted Budget

Recreation	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	238,183	211,680
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Program Fees	87,393	101,800
Admissions/Memberships	115,000	144,877
Concessions	3,500	4,405
Latchkey	404,870	575,011
General Asst/P-C Sports Complex	40,203	4,348
Miscellaneous	18,000	12,884
Donations	0	400
Interest on Idle Funds	400	5,769
Total Receipts	**669,366**	**849,494**
Resources Available:	**907,549**	**1,061,174**
Expenditures:		
Salaries & Wages	591,815	593,176
Commodities	26,066	89,876
Programs	34,525	46,371
Latchkey	34,700	65,751
Plagens/Carpenter Sports Complex	5,075	10,904
Miscellaneous	0	1,666
Total Expenditures	**692,181**	**807,744**
Unencumbered Cash Balance December 31	215,368	253,430

CPA Summary

State of Kansas
Amendment

2019

Notice of Budget Hearing for Amending the
2019 Budget

The governing body of

City of Haysville

will meet on the day of December 9, 2019 at 7:00 p.m. at Haysville Municipal Building, 200 W. Grand, Haysville, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Haysville Municipal Building
and will be available at this hearing.

Summary of Amendments

Fund	2019 Adopted Budget			2019 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Recreation			692,181	807,744
			0	0
			0	0
			0	0
			0	0
			0	0

Janie Cox
Official Title: City Clerk/Treasurer

Return To Agenda

AGREEMENT FOR SENIOR CENTERS LEVEL II

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF HAYSVILLE
Haysville Senior Center

This Agreement made and entered into this ____ day of _____, 2019, by and between Sedgwick County, Kansas ("County") and City of Haysville, ("Contractor").

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Purpose and Scope of Work. Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor's performance of this Agreement. Contractor represents and warrants the following: an "eligible participant" is defined as: (1) a resident of Sedgwick County, Kansas; and (2) fifty-five (55) years of age or older.

2. Term. This Agreement shall be for one (1) year, commencing January 1, 2020, and ending December 31, 2020. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 31, 2020, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2021 and (b) funds are available for the 2021 program year.

3. Incorporation of Documents. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment); Appendix B (Sedgwick County Mandatory Independent Contactor Attachment); and Exhibit A (Program Goals and Objectives) are incorporated into and made part of this Agreement.

General Terms and Conditions

4. Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an

independent contractor as described in Appendix B (Sedgwick County Mandatory Independent Contractor Attachment), which is attached hereto and made a part hereof as if fully set forth herein.

5. Contractor Representations and Warranties.

Contractor represents and warrants the following:

a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County;

b. its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported;

c. this Agreement will be evaluated by County in terms of obtaining goals and objectives.

d. it shall provide written notice to the Director of the Sedgwick County Department on Aging if it is unable to provide the required quantity or quality of services;

e. it shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:

   i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).

   ii. Total **duplicated participant count** for each *Baseline*, *Special Event* and *Educational* activity.

f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department on Aging shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement;

g. to provide the Sedgwick County Department on Aging a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement;

h. to provide the Sedgwick County Department on Aging a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement;

i. to provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph; and

j. attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department on Aging.

6. Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries/Benefits	$27,625.00
Training	$ 116.00
Office Supplies	$ 300.00
Electric/Gas	$ 6,884.00
Mileage	$ 75.00
Chair Yoga	$ 2,500.00
TOTAL	**$37,500.00**

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

7. Invoicing and Billing. Contractor agrees that billings and payments under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 6, Contractor shall submit billing for services provided to the County by the 10th day of each month. Payment to Contractor shall be made within thirty (30) days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Billing shall be supported with all documentation required by this Agreement. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 6. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before January 10, 2021. County will not honor any requests for reimbursement compensation received after this date.

Contractor must notify County no later than October 15, 2020, if it becomes apparent that Contractor will not expend all mill levy funds by the end of the fiscal year.

8. Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

9. Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

10. Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

11. Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department on Aging employees or have any other contractual relationship with the Sedgwick County Department on Aging. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

12. Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 et seq.).

13. Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

a) an employee of the Department on Aging is also be an employee of Contractor at time this Agreement is executed;

b) an employee of Contractor seeks additional/alternate employment with Department on Aging during the term of this Agreement; or

c) an employee of the Department on Aging seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department on Aging shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department on Aging may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department on Aging's decision.

14. Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

15. Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council's meeting) relating to the program and may not vote in person or by proxy on any matter related to, affecting or affected by the program.

17. Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

18. Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

a) persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;

b) persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and

c) persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8-2116 and 8-2118.

d) The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

e) Any issues concerning the interpretation of this Paragraph 18 or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging. The Director's decision shall be final for purposes of compliance with this Agreement.

19. Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department on Aging's Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department on Aging for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

20. Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 et seq.).

21. County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Department on Aging within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

22. Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of this program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

23. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

24. Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement. Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Paragraph 23 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to Department on Aging on a semi-annual basis no later than the tenth (10th) day of July 2020 and January 2021:

a) an unduplicated count of program customers served; and

b) such other data necessary to evaluate the program's effectiveness and efficiency.

25. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

26. Access to Records. At any time during which records are retained by Contractor pursuant to Paragraph 25 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

a) assisting in litigation or pending litigation; or

b) any audits or examinations reasonably deemed necessary by the Department on Aging.

27. Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

28. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

29. Warranties and Representation. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default

arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

30. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department on Aging
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203 3790

Contractor: City of Haysville
Attn: Contract Notification
200 W. Grand/PO Box 404
Haysville, KS 67060

31. Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

32. Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	

Bodily Injury: Each occurrence Aggregate	 $500,000.00 $500,000.00
Property Damage: Each occurrence Aggregate	 $500,000.00 $500,000.00
Personal Injury: Each person aggregate General aggregate	 $500,000.00 $500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 $500,000.00 $500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

33. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

34. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

35. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

36. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

37. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

38. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

39. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

40. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

a. Sedgwick County Mandatory Contractual Provisions Attachment (Appendix A);
b. Sedgwick County Mandatory Independent Contractor Provisions Attachment (Appendix B);
c. Written modifications and addenda to the executed Agreement; and
d. This Agreement document, including any exhibits.

41. Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

42. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

43. Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

44. Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

45. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

46. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole

property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

47. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

48. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

49. Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

50. Publicity. Contractor shall not publicize in any manner whatsoever the its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

51. Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

52. Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

53. Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

54. Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

55. Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

_____
David T. Dennis, Chair
Commissioner, Third District

CITY OF HAYSVILLE

_____
Bruce Armstrong, Mayor

APPROVED AS TO FORM ONLY:

_____
Jason M. Janoski
Assistant County Counselor

ATTESTED TO:

_____
Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.

2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

4. **Disclaimer of Liability**: County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract**: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal, State and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

   County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance**: County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq*.) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq*.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq*.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq*.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

    Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total $5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected

health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.

19. **Safety Recall Notices**. Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.

Remainder of page left intentionally blank

APPENDIX B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.

2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.

4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.

5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.

9. Contractor will not receive benefits of any type from County.

10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.

11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.

13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

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EXHIBIT A
PROGRAM GOALS AND OBJECTIVES

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. A Senior Center Level 2 will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

1) Each Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.

2) Each Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
   a) Adult Day Care
   b) Case Management
   c) Chore/Minor Home Repair
   d) Commodities
   e) Employment
   f) Forms Assistance - Entitlement/Social Security/Medicaid
   g) Housing Assistance/Referrals/Matches
   h) In-Home Services - Respite/Homemaker/Attendant Care including:
      1. Program literature
      2. Resources from the Center Director
   i) Legal Assistance
   j) Nutrition - Congregate/Homebound
   k) Shopping and Errand Assistance
   l) Support Groups
   m) Translation/Interpretation
   n) Transportation
   o) Wellness Screenings

3) Each Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.

4) Each Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.

5) Each Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

Each Senior Center Level 2 will be required to provide the following:

1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). A Senior Center Level 2 will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
   a) Crafts
   b) Exercise
   c) Games
   d) Potluck/Meal (not including congregate meals)s
   e) Social/Support Groups

2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. A Senior Center Level 2 will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
   a) Community Charities
   b) Fundraising
   c) Intergenerational Programs
   d) Dinner Events with Programs
   e) Musical Events

3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. A Senior Center Level 2 will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: evidence-based programming (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\disease prevention programs) caregiver, mental health,

health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:

4)

a) Community Education
b) Education Services
c) Health Presentations/Workshops
d) Advocacy Opportunities
e) Retirement Planning
f) Volunteer Services and Opportunities
g) Educational Tours and Cultural Enrichment

4) The Center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:

a) Create/Provide an entry point for aging services.
b) Be informed on aging services available within the community.
c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
   * Advocacy
   * Counseling
   * Information and Assistance on services, (also includes program literature and resources).
   * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
d) Provide the specified number of activities for each category.
e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department on Aging Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to

be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.

h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.

i) Maintain daily activity sign in sheets and compile data into a spreadsheet program (provided by Sedgwick County Department on Aging).

j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed

5) The Center will have adequate space for the following:
   a) Social and companionship activities; and
   b) Separate privacy area for the purpose of counseling or meetings.

6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.

7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT ON AGING WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

Specific Senior Center Goals, Objectives & Outcomes

Goal:

To educate outside organization and seniors about Medicare programs and their options.

Objectives:

Hold at least two classes on Medicare to address changes and explain the terminology so that seniors will be empowered to have confidence in the Medicare choice they make.

Outcome:

90% of participants leave feeling more confident in understanding what plan they will choose for the following year.

Goal:

Educate seniors on home safety and how to keep themselves as safe as possible in any environment.

Objective:

Offer two programs that address home safety for seniors and keeping themselves safe in 2019.

Outcome:

90% of the class participants feel that they are more knowledgeable in home safety and keeping themselves safe.

Goal:

Introduce Yoga to seniors and the many benefits it has to offer.

Objective:

Provide a once weekly Chair Yoga class that teaches participants techniques to strengthen muscles and keep joints flexible and working optimally.

Outcome:

A minimum of 90% of the participants; when polled at week 1 then at 8 weeks, at 16 weeks and 32 weeks will show an increase in mobility, flexibility and strength as measured through 5 strategic tests.

Return To Agenda

The space above is reserved for REGISTER OF DEEDS

After Recording Return to:
City of Haysville
200 W. Grand
Haysville, Kansas 67060
(316) 529-5900

REQUEST FOR SERVICES AND CONSENT TO ANNEX AGREEMENT

THIS REQUEST FOR SERVICES AND CONSENT TO ANNEX AGREEMENT is made this 2 day of December, 2019, by and between City of Haysville, Kansas, a municipal corporation, hereinafter referred to as "City", and Mega Enterprises LLC., P.O. Box 75551, Wichita, KS 67275, hereinafter referred to as "Owner" or "Owners".

WHEREAS, Owners have submitted a request to City for Water Service to be provided to the following real property, hereinafter "Property", all of which is located in Sedgwick County, Kansas, but outside the corporate limits of City, to wit:

LOT 7 BLOCK D CAIN OCHARD SECOND ADDITION

WHEREAS, The Parties acknowledge that execution of this Agreement is a prerequisite to the provision of Water Service to the Property.

WHEREAS, Owners acknowledge that this Agreement must be signed and recorded with Sedgwick County Register of Deeds prior to the City providing any such requested utility services.

AGREEMENT

Section 1. The Owners hereby state and claim a fee simple title to the above described real property, and do hereby request, petition and consent to the annexation, pursuant to K. S. A. 12-520(a)(7), into the corporate boundaries of the City of Haysville,

Kansas by the Governing Body of the City of Haysville, Kansas, at such time in the future as City should determine it appropriate to take such action to annex.

Section 2. In consideration of the long term benefit associated with receipt of water service, Owners hereby waive any expiration of this Agreement on behalf of themselves and their heirs and assigns.

Section 3. Owners agree that any and all wells and septic systems located on property associated with household use shall be abandoned and decommissioned as required by the City Code and all applicable state and county laws, at the time of provision of requested utility services. To protect against cross-contamination concerns, water service may not be provided to any property that uses a well for household purposes.

Section 4. Owners agree to pay reasonable and customary future expenses related to provision of such utility services, and as may be associated with annexation of Property to City, including all reasonable and customary administrative costs and the payment of the reasonable and customary application filing fees, if so stipulated by City at the time of annexation.

Section 5. Owners shall forever indemnify and hold harmless City and at City's election defend City from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected to the provision of City water services to Property and any further connections of sewer, water, or other City services to Property. In the event of any litigation or proceeding brought against City and arising out of or in any way connected with any of the above events or claims, against which the Owners agree to defend City, Owners shall, upon notice from City, vigorously resist and defend such actions or proceedings in consultation with City through legal counsel reasonably and satisfactory to City.

Section 6. If Owners or any of their agents, successors or assigns fail to comply with the requirements of this Agreement, City may terminate all utility services, including water service, to Property.

Section 7. Owners warrant that they are:

A. The sole owners of Property;

B. Property is not in violation of or subject to any existing, pending, or threatened investigations by any governmental authority; and

C. To the best of Owners' knowledge, no hazardous substance has ever been manufactured, produced, stored, released, discharged or disposed of on, under, or above Property in violation of any environmental law.

Section 8. The covenants and restrictions contained herein touch and concern, and relate to the use of Property, and are intended by the parties to run with the land. City shall record this document in the office of the Sedgwick County Register of Deeds to serve as notice to any future owners or occupants of Property of the terms and conditions of this Agreement.

Section 9. The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Section 10. If suit, action or arbitration is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, both at trial and on appeal, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for City to contract for the services of an attorney to enforce any provision of this Agreement without initiating litigation, Owners agree to pay City's attorney fees so incurred.

Section 11. Failure of City at any time to require performance of any provisions in this Agreement shall not limit City's right to enforce the provision nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

Section 12. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Kansas. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

Bruce Armstrong, Mayor Haysville, Kansas	Print Name
Tom D. Dale MEGA ENTERPRISES LLC Authorized Agent	Tom L. Grisham Print Name
Tom L Grisham {NAME}, Property Owner	Tom L. Grisham Print Name

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of December, 2019 before me a notary public in and for said county and state, came Bruce Armstrong, Mayor of the City of Haysville, Kansas, a municipal corporation of the State of Kansas who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

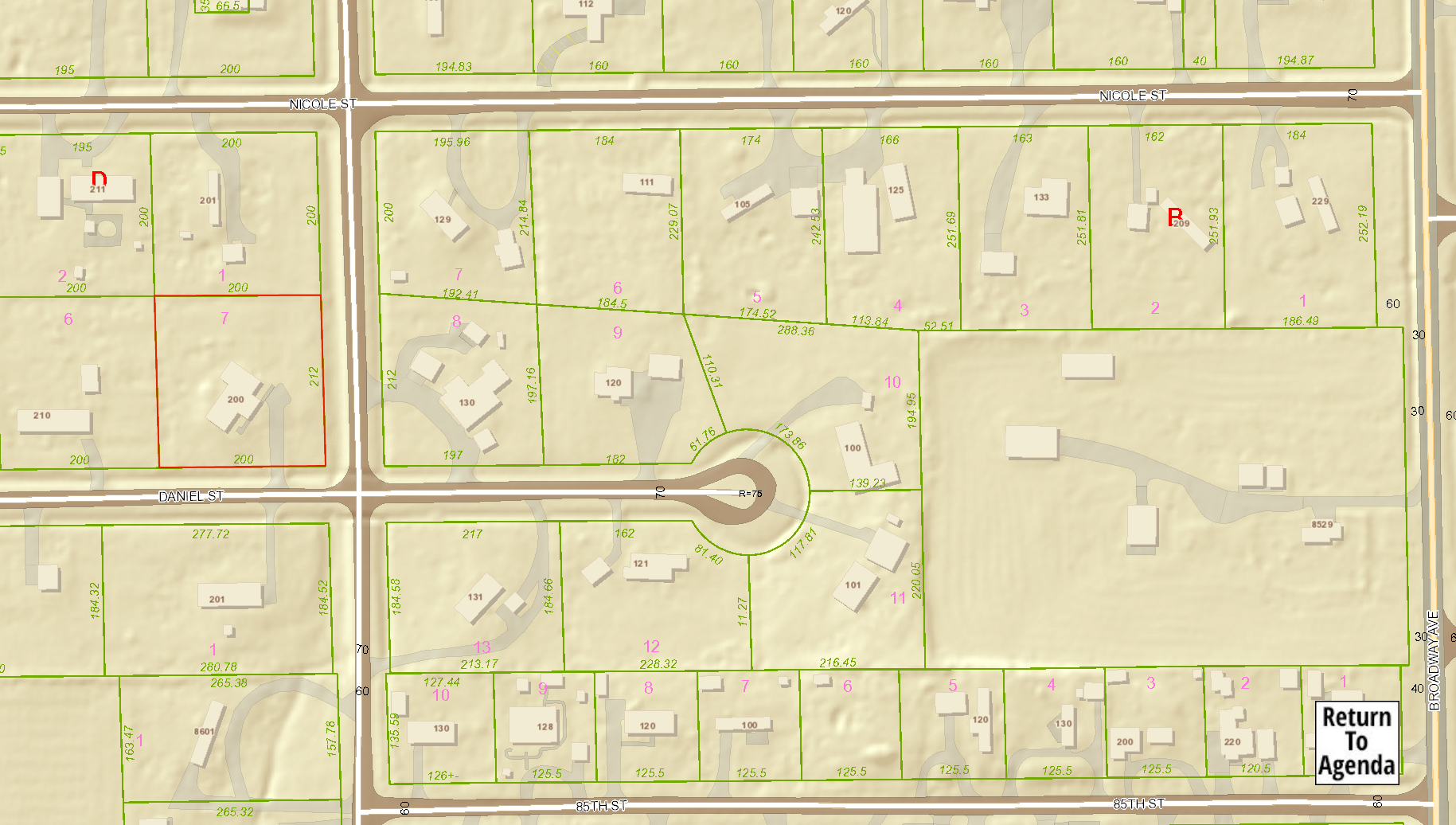
BE IT REMEMBERED that on this 2 day of December, 2019, before me a notary public in and for said county and state, came MEGA ENTERPRISES LLC, Tom Grisham, Authorized Agent, who are personally known to me to be the same individuals who executed the within instrument and such individuals duly acknowledged the execution of the same.

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

Ronda J. Willms
Notary Public

My Appointment Expires: 8/3/2023

RONDA J. WILLMS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8/3/23


NICOLE ST
NICOLE ST
DANIEL ST
85TH ST
85TH ST
BROADWAY AVE
R=75
Return To Agenda

CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 523 SARAH LANE/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5922 (316) 529-5923 - FAX

TO: **The Honorable Bruce Armstrong**
City Council Members

FROM: **Jenny Sohm, Assistant Recreation Director**

SUBJECT: **Cardio Equipment**

DATE: **December 5, 2019**

I am requesting authorization to purchase two new incline treadmills for $11,048.60 from Freemotion Fitness. These treadmills will offer different function capabilities (up to 30% incline) for our patrons at the Activity Center. Freemotion Fitness is the only dealer in the area to offer these type of treadmills and has a service company within the Wichita area.

This will be paid for out of Recreation Sales tax funds. This is before you for your consideration.

Return To Agenda

Code Enforcement Breakdown 2019

Month	Grass	Parking	Nuisance	Inoperable	Court	Total
January		26	10	2		38
February		17	11	1		29
March		13	7	3		23
April	54	14	16	7		91
May	76	10	6	1		93
June	50	21	9	2	1	83
July	56	14	10	3		83
August	94	6	14	2	6	122
September	17	4	10	3	2	36
October	20	15	12	8		55
November		38	10	1		49
December		6	2			8
	367	184	117	33	9	710

As Of 12/6/2019

Return To Agenda

VENDOR NO	NAME	PAYMENT AMT
5	AAA PORTABLE SERVICES LLC	205.32
10	A&E NOW MERIDIAN ANALYT	940.00
122	ACCEL CONSTRUCTION, LLC.	40,204.00
195	A-FORD-ABLE	89.00
270	ALTERNATIVE PEST MGMNT.	115.00
427	ARNESON, ROBERT J.	35.00
434	ARNOLD, SAM	35.00
530	AUSTIN DISTR./HOSE	14.54
737	BETTLES, CHAD L.	35.00
798	BLACK EAGLE MARTIAL ARTS	375.00
806	BOE, BRYCE & JANET	2,633.85
816	BOLIN, BILL	6,000.00
845	BROOKS GREASE SERVICE	260.00
902	BUSH, JOHN R CONSTRUCTION	168.52
996	CAPITAL ONE BANK N A	8,097.26
1079	CENTERPOINT ENERGY SVCS.	124.13
1122	CHAMPLIN TIRE RECYCLING	2,334.00
1155	CINTAS CORPORATION	442.25
1176	CITY ELECTRIC SUPPLY	622.53
1229	CM3, INC.	962.00
1307	CORE & MAIN (HD SUPPLY)	161.00
1325	COX COMMUNICATIONS	1,897.26
1328	CORTEZ, FRANCISCO S. III	35.00
1372	CREATIVE PRODUCT SOURCING	3,816.55
1388	CULLEN, GINGER	35.00

VENDOR NO	NAME	PAYMENT AMT
1402	CUMMINS SALES & SVC.	397.77
1485	DELL MARKETING LP	1,471.78
1589	DON SPRAGUE SALES	174.00
1618	DURFEY, GEORGE L.	35.00
1766	EVERGY	7,195.07
1936	FLINT HILLS MATERIALS LLC	308,629.24
1950	FOLEY INDUSTRIES	35.95
1975	FRY & ASSOCIATES INC	2,875.00
1982	HRDIRECT	319.96
2000	GALLS LLC	29.94
2240	HAJOCA CORPORATION	17.76
2266	HASTY AWARDS	436.25
2345	HAYSVILLE RENTAL CENTER	118.07
2356	HAYSVILLE SENIOR CENTER	30.00
2381	HEARTLAND COCA COLA	405.96
2445	HINKLE LAW FIRM, LLC.	729.50
2600	ICE-MASTERS INC	298.35
2613	IMAGEQUEST	280.24
2679	CYBERTRON INTERNATIONAL	95.00
2736	INTERSTATE ALL BATTERY	250.80
2844	JOHN DEERE FINANCIAL	1,345.98
2860	JONES, DAN	35.00
2869	JPGRAPHICS PRINTING	2,145.00
2874	K & A PROPERTY MAINT	2,155.00
2973	KS BG INC	895.32

VENDOR NO	NAME	PAYMENT AMT
3150	KDOR WATER SALES TAX	959.08
3230	KS GAS SERVICE-PRIMARY	656.65
3295	KS ONE-CALL SYSTEM	132.00
3350	KS STATE TREASURE REINST	3,668.70
3502	KONICA MINOLTA PREMIERE	1,307.05
3724	LIPPOLDT, MICHAEL J.	35.00
3725	LITCHFIELD, MARSHALL	35.00
3818	MANNY, KIRBY	35.00
3910	MCDANIEL COMPANY INC	260.00
3945	MCHATTON ZACH	35.00
3947	MCMILLAN-BREWER, LEVI	35.00
3995	MID-STATES FITNESS EQUIPM	5,765.00
4240	MYERS PAINTING CO., INC.	100.00
4243	MYTOWN MEDIA	360.00
4351	NEWEGG BUSINESS, INC.	99.98
4355	BRUCE NYSTROM, PHD	1,620.00
4370	OFFICE DEPOT	13.33
4396	O'REILLY AUTOMOTIVE INC	165.90
4520	PETTY CASH	1,141.00
4662	POWERPLAN	690.36
4708	PRICHARD ANIMAL HOSPITAL	81.98
4750	PROFESSIONAL ENGINEERING	16,037.00
4780	PRO-KEM SUPPLIES INC	102.00
4860	QUILL CORPORATION	62.97
5042	RICK LABUS DRYWALL, INC.	250.00

VENDOR NO	NAME	PAYMENT AMT
5056	RINEHART SEAN	35.00
5129	ROWLEY, KOURTNEY S.	35.00
5326	SEDG CTY ANIMAL CONTROL	58.00
5335	SEDG CTY FIN-JAIL FEES	1,361.14
5381	SEDGWICK COUNTY TREASURER	6,160.01
5398	SERVPRO OF NW WICHITA	1,599.60
5444	SIMONS JOHNATHAN	35.00
5533	SOHM, JENNIFER M.	35.00
5772	SUPERIOR HARDWOOD FLOORS	30.50
5779	SUPERIOR RUBBER STAMP	117.70
5914	TOPINKA, CALE	35.00
5917	TIRE DEALERS WAREHOUSE	315.76
5933	TRACY ELECTRIC INC	204.00
5939	TRAVELERS	50.00
5940	TRUCK PARTS-FLEETPRIDE	172.35
6234	VERIZON WIRELESS	440.11
6324	WARD JILL	35.00
6345	WASTE CONNECTIONS INC	895.28
6383	WELLBEATS	149.00
6582	WICHITA GOLF CARS	40.00
6588	WICHITA IRON & METALS COR	212.00
6630	WICHITA WINWATER	5,438.21
6700	WILLIAMS JANITORIAL SUPPL	440.22
6727	WORRELL, CHRISTOPHER	35.00
6765	ZEAGER BROTHERS INC	2,690.12

VENDOR NO	NAME	PAYMENT AMT
	REPORT TOTAL	454,306.15

FUND	NAME	TOTAL
01	GENERAL FU	31,846.83
10	SEWER FUND	5,069.56
11	WATER FUND	12,122.94
12	MUNICIPAL	225.96
21	STREET FUN	1,738.59
24	LAW ENFORC	162.44
28	SPECIAL AL	3,816.55
30	RECREATION	6,500.16
32	HAYSVILLE	166.84
36	CAPITAL IM	57,949.62
48	WATER SURP	14,202.00
51	SPECIAL PA	2,690.12
92	TR GUEST T	3,088.68
97	ST STREET	308,629.24
99	ST REC RES	6,096.62
	TOTAL	454,306.15

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INTRUST				
				5 AAA PORTABLE SERVICES LLC				
A-154958	1	12/10/19	12/06/19	2EA. PORTABLE REST. 10/30/19	175.00	30	30-50-2092	1
				EVENT:GOBBLE WOBBLE 2019				
				LOCATION:401 S. JANE				
				INVOICE TOTAL	175.00			
A-156037	1	12/10/19	12/05/19	1EA. PORTABLE REST 11/19-11/25	15.16	30	30-50-2092	1
				LOCATION:900 W. GRAND (HMS)				
				INVOICE TOTAL	15.16			
A-156038	1	12/10/19	12/05/19	1EA. PORTABLE REST 11/19-11/25	15.16	30	30-50-2092	1
				LOCATION:1956 W. GRAND (HWMS)				
				INVOICE TOTAL	15.16			
				VENDOR TOTAL	205.32			
				10 MERIDIAN ANALYTICAL LABS, LLC.				
W9000409	1	12/10/19	12/06/19	WATER TESTING	380.00	10	10-30-2040	1
				INVOICE TOTAL	380.00			
W9000441	1	12/10/19	12/05/19	WATER TESTING	150.00	11	11-31-2040	1
				INVOICE TOTAL	150.00			
W9000519	1	12/10/19	12/06/19	WATER TESTING	260.00	10	10-30-2040	1
				INVOICE TOTAL	260.00			
W9000520	1	12/10/19	12/05/19	WATER TESTING	150.00	11	11-31-2040	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	940.00			
				122 ACCEL CONSTRUCTION, LLC.				
12/10/19 APP. #01	1	12/10/19	12/06/19	PROJECT:SR. CNTR. EXPANSION	40,204.00	36	36-56-3030	1
				INVOICE TOTAL	40,204.00			
				VENDOR TOTAL	40,204.00			
				195 A-FORD-ABLE-LOCKSMITHING INC				
192501	1	12/10/19	12/06/19	S/C 11/22 PW S. SHOP - N. DOOR	29.66	10	10-30-2006	1
				REMOVE/REINSTALL DOOR PUSHBAR				
	2			S/C 11/22 PW S. SHOP - N. DOOR	29.67	11	11-31-2006	1
				REMOVE/REINSTALL DOOR PUSHBAR				
	3			S/C 11/22 PW S. SHOP - N. DOOR	29.67	21	21-41-2006	1
				REMOVE/REINSTALL DOOR PUSHBAR				
				INVOICE TOTAL	89.00			
				VENDOR TOTAL	89.00			
				270 ALTERNATIVE PEST MGMNT.				
6244	1	12/10/19	12/06/19	PEST CONTROL - SR. CNTR.	35.00	01	01-12-2025	1
	2			PEST CONTROL - SEWER PLANT	40.00	10	10-30-2008	1
	3			PEST CONTROL - PW	13.33	10	10-30-2004	1
	4			PEST CONTROL - PW	13.33	11	11-31-2004	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
	5			PEST CONTROL - PW	13.34	21	21-41-2004	1
				INVOICE TOTAL	115.00			
				VENDOR TOTAL	115.00			
			427	ROBERT J. ARNESON				
NOV 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	30	30-50-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			434	SAM ARNOLD				
DEC 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	01	01-21-2012	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			530	AUSTIN HOSE				
1911203	1	12/10/19	12/06/19	BH X MB HYD. FITTING-SKIDSTEER	4.84	10	10-30-2006	1
	2			BH X MB HYD. FITTING-SKIDSTEER	4.85	11	11-31-2006	1
	3			BH X MB HYD. FITTING-SKIDSTEER	4.85	21	21-41-2006	1
				INVOICE TOTAL	14.54			
				VENDOR TOTAL	14.54			
			737	CHAD BETTLES				
DEC 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	01	01-20-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			798	DOJANG LLC				
NOV 2019	1	12/10/19	12/06/19	25 STUDENTS FOR LESSONS @$15EA	375.00	30	30-50-1250	1
				INVOICE TOTAL	375.00			
				VENDOR TOTAL	375.00			
			806	BRYCE & JANET BOE				
12/10/19	1	12/10/19	12/06/19	BOE NDT TAX ABATEMENT	2,633.85	01	01-00-5017	1
				INVOICE TOTAL	2,633.85			
				VENDOR TOTAL	2,633.85			
			816	BILL BOLIN				
11/24/19	1	12/10/19	12/06/19	GRANT WRITING & ADMINISTRATION	6,000.00	36	36-56-3016	1
				INVOICE TOTAL	6,000.00			
				VENDOR TOTAL	6,000.00			
			845	BROOKS GREASE SERVICE, INC.				
177081	1	12/10/19	12/06/19	PUMP/CLEAN GREASE TRAP-SR CNTR	260.00	01	01-12-2025	1
				INVOICE TOTAL	260.00			
				VENDOR TOTAL	260.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				902 JOHN R BUSH CONSTRUCTION				
005 A	1	12/10/19	12/06/19	PROJECT:HIST. BANK BASEBOARDS	168.52	36	36-56-3035	1
				INVOICE TOTAL	168.52			
				VENDOR TOTAL	168.52			
				996 CAPITAL ONE BANK N A				
NOV 2019	1	12/10/19	12/06/19	B&H PHOTO - CHANNEL 7 FM TUNER	233.10	36	36-56-3001	1
	2			AMAZON - DUAL COMPUTER MOUNT	74.75	01	01-18-2080	1
	3			PAYPAL - ONLN UTILITY BILLING	20.82	10	10-30-2040	1
	4			PAYPAL - ONLN UTILITY BILLING	20.83	11	11-31-2040	1
	5			AMAZON - CABLE TV AMPLIFIER	69.99	01	01-22-2042	1
	6			GODADDY.COM - YRLY WEB HOSTING	119.88	01	01-18-2012	1
	7			K-TAG - PD	54.70	01	01-02-2015	1
	8			K-TAG - PW	8.05	10	10-30-2015	1
	9			K-TAG - PW	8.05	11	11-31-2015	1
	10			K-TAG - PW	8.05	21	21-41-2015	1
	11			K-TAG - GOV'T	9.55	01	01-18-2015	1
	12			ASSOC OF ST FLOODPLAIN MNGR MEMBER APPLICATION A. MILLSPAUGH	165.00	01	01-04-2012	1
	13			HOME DEPOT - FLUSH MOUNT #S	91.84	32	32-52-2012	1
	14			SIMPLE IN/OUT - MONTHLY SUBS IN/OUT ELECTRONIC BOARD	9.99	01	01-21-2040	1
	15			ASSOC OF ST FLOODPLAIN MNGR MANAGER EXAM APPLICATION	100.00	01	01-04-2012	1
	16			DILLONS - FLORAL ARRANGEMENT	48.98	01	01-18-2012	1
	17			AMAZON - CD STG BOX/FILE FOLDR	178.62	01	01-02-2005	1
	18			KU CONT EDUCATION LEGAL & LEGISLATIVE UPDATES	25.00	01	01-02-2015	1
	19			KU CONT EDUCATION MASS SHOOTINGS - CASE STUDIES	75.00	01	01-02-2015	1
	20			IDRIVE.COM - ONLN BACK UP	1.93	01	01-02-2040	1
	21			IDRIVE.COM - ONLN BACK UP	44.70	01	01-02-2040	1
	22			AMAZON - PAPER WATER DELINQUENT NOTICES	20.54	10	10-30-2004	1
	23			AMAZON - PAPER WATER DELINQUENT NOTICES	20.54	11	11-31-2004	1
	24			AMAZON - COUNCIL SIGN-IN BOOK	23.46	01	01-10-2077	1
	25			AMAZON - MANILLA ENVENLOPES	22.84	01	01-01-2004	1
	26			AMAZON - GUILLOTINE PAPER CUTT	138.88	01	01-12-2004	1
	27			ATWOODS - INSULATED OVERALLS	35.00	10	10-30-2012	1
	28			WALMART - LIFTMASTER GARAGE DOOR OPENERS/REMOTE	46.06	10	10-30-2009	1
	29			WALMART - LIFTMASTER GARAGE DOOR OPENERS/REMOTE	46.06	11	11-31-2009	1
	30			WALMART - LIFTMASTER GARAGE DOOR OPENERS/REMOTE	46.06	21	21-41-2009	1
	31			WALMART - LIFTMASTER GARAGE DOOR OPENERS/REMOTE	46.07	01	01-03-2009	1
	32			AG EXPRESS ELECTRONICS CAT55 TRACTOR REPAIR	502.24	10	10-30-2006	1
	33			KSU CASHIERS OFFICE TRAINING - C. GRISSOM	275.00	21	21-41-2015	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	34			WALMART - BAGS/GLUE/PUMPKINS	40.33	30	30-50-2092	1
	35			AMERICAN COUNCIL ON EXERCISE TRAININGS	53.87	30	30-50-2015	1
	36			WALMART - MISC. SUPPLIES TISSUES/LUNCHBAGS/ETC	6.82	30	30-50-2009	1
	37			WALMART - MISC. SUPPLIES TISSUES/LUNCHBAGS/ETC	30.64	30	30-50-2094	1
	38			CITY ENVRNMNTL HEALTH SAP LICENSING	450.00	30	30-50-2094	1
	39			LIFEGUARD STORE - PADDED FLOAT KICKBOARDS	219.25	12	12-32-2006	1
	40			CASEY'S GEN STORE - ICE FOR WET TEST SAMPLES	18.20	10	10-30-2012	1
	41			DOLLAR GENERAL - SPOOKTACULAR	5.97	01	01-20-2004	1
	42			SEDG CO - SOIL TESTING	45.50	10	10-30-2012	1
	43			ENVIRO SAFETY - GLOVES/GLASSES	156.16	10	10-30-2012	1
	44			NEW PIG - URINAL MAT 36 EA	200.89	10	10-30-2012	1
	45			ENVIRO SAFETY - SAFETY GLASSES	24.90	10	10-30-2012	1
	46			UPS STORE - SHIPPING/INSURANCE CAT55 MOD REPAIR	223.58	10	10-30-2011	1
	47			AMAZON - ACE COLD COMPRESS CLEAR TOPLOADERS	55.41	30	30-50-2094	1
	48			AMAZON - BARBELL ANGLED HANDLE	24.99	30	30-50-2006	1
	49			AMAZON - COLD PACK 125EA 2PK	82.32	30	30-50-2009	1
	50			FACEBOOK - MEMBERSHIP DRIVE	35.00	30	30-50-2092	1
	51			AMAZON - STANDING DESK MAT 6EA	194.06	01	01-18-2080	1
	52			DICKS SPORTING GOODS SCOREBOOK / BASKETBALLS	155.88	30	30-50-2092	1
	53			AMAZON - TROPHIES 1DZ - 3PK	32.85	30	30-50-2092	1
	54			FACEBOOK - SPOOKTACULAR	6.82	30	30-50-2092	1
	55			AMAZON - POM POMS 12EA	20.00	30	30-50-2092	1
	56			AMAZON - CLIPBOARD 6EA	40.68	30	30-50-2094	1
	57			AMAZON - SUGGESTION BOX	18.46	30	30-50-2092	1
	58			AMAZON - BOARD GAMES/FOAM BALL	90.46	30	30-50-2094	1
	59			WALMART - BASKETBALLS	127.59	30	30-50-2092	1
	60			AMAZON - AEROBIC EXERCISE STEP PLATFORM 5EA	274.95	30	30-50-2092	1
	61			WALMART - BASKETBALL 21EA	209.37	30	30-50-2092	1
	62			MARCO'S PIZZA - HAC PRGMS	109.76	30	30-50-2092	1
	63			AMAZON PRIME - YRLY RENEW FEE	119.00	30	30-50-2004	1
	64			ATWOODS - GOPHER BAIT	34.99	01	01-03-2046	1
	65			SAM'S CLUB - CHRISTMAS LIGHTS	285.56	01	01-09-2012	1
	66			1000 BULBS - CHRISTMAS LIGHTS	370.07	01	01-09-2012	1
	67			DILLONS - FUEL	44.78	24	24-44-2012	1
	68			DILLONS - FUEL	39.46	24	24-44-2012	1
	69			DILLONS - FUEL	35.17	24	24-44-2012	1
	70			QUIK TRIP - FUEL	43.03	24	24-44-2012	1
	71			BEST BUY - WIRELESS DISPLAY	14.33	11	11-31-2004	1
	72			BEST BUY - WIRELESS DISPLAY	14.33	10	10-30-2004	1
	73			BEST BUY - WIRELESS DISPLAY	14.33	21	21-41-2004	1
	74			VESTA T-MOBILE - GPS EQUIP	20.00	10	10-30-2012	1
	75			SUNFLOWER ELECTRIC SUPPLY CONTINUING EDUCATION	61.66	11	11-31-2015	1
	76			SUNFLOWER ELECTRIC SUPPLY	61.67	10	10-30-2015	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				CONTINUING EDUCATION				
	77			SUNFLOWER ELECTRIC SUPPLY	61.67	21	21-41-2015	1
				CONTINUING EDUCATION				
	78			SCHIMBERG CO - WATER PLANT PTS	747.24	11	11-31-2009	1
	79			SAM'S CLUB - TRICK OR TREAT	149.16	92	92-66-3001	1
				ON MAIN STREET CANDY				
	80			LOOPNET - PROPERTY LISTINGS	103.50	92	92-66-3001	1
	81			FACEBOOK - EVENTS	252.74	92	92-66-3001	1
				FALL FEST / CRUISN DAYS&FINALE				
	82			DOLLAR GENERAL - TRICK OR TREA	5.43	92	92-66-3001	1
				ON MAIN STREET				
	83			WICHITA EAGLE -	49.99	92	92-66-3001	1
				YEARLY DIGITAL SUBSCRIPTION				
	84			BEENVERIFIED.COM - BCKGD CHECK	22.86	92	92-66-3001	1
				INVOICE TOTAL	8,097.26			
				VENDOR TOTAL	8,097.26			
			1079	CENTERPOINT ENERGY SVCS., INC.				
3974943	1	12/10/19	12/05/19	GAS TRANSPORT FEES - OCT 2019	41.37	10	10-30-2003	1
	2			GAS TRANSPORT FEES - OCT 2019	41.38	11	11-31-2003	1
	3			GAS TRANSPORT FEES - OCT 2019	41.38	21	21-41-2003	1
				INVOICE TOTAL	124.13			
				VENDOR TOTAL	124.13			
			1122	CHAMPLIN TIRE RECYCLING, INC.				
131797	1	12/10/19	12/06/19	6' BENCH 6EA.- DORNER LAKE	2,334.00	36	36-56-3041	1
				DORNER LAKE SIDEWALK BENCHES				
				INVOICE TOTAL	2,334.00			
				VENDOR TOTAL	2,334.00			
			1155	CINTAS CORPORATION #451				
451653389	1	12/10/19	12/06/19	SHOP TOWELS & SUPPLIES	52.39	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	52.39	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	52.38	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	579.56-	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	9.13	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	41.51	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	33.93	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	20.77	21	21-41-2016	1
				INVOICE TOTAL	317.06-			
451655624	1	12/10/19	12/06/19	SHOP TOWELS & SUPPLIES	52.39	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	52.39	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	52.38	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	44.44	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	9.13	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	41.51	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	33.93	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	20.77	21	21-41-2016	1
				INVOICE TOTAL	306.94			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
451657819	1	12/10/19	12/06/19	SHOP TOWELS & SUPPLIES	53.34	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	53.34	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	53.34	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	44.44	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	9.13	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	184.08	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	33.93	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	20.77	21	21-41-2016	1
				INVOICE TOTAL	452.37			
				VENDOR TOTAL	442.25			
			1176	CITY ELECTRIC SUPPLY CO.				
WCC/014903	1	12/10/19	12/06/19	2/3 POLE 120VAC COIL - 3 TOTAL	72.07	01	01-09-2012	1
				INVOICE TOTAL	72.07			
WCC/014925	1	12/10/19	12/06/19	MISC. ELECTRICAL SUPPLLIES	11.35	11	11-31-2006	1
	2			MISC. ELECTRICAL SUPPLLIES	32.68	36	36-56-3035	1
				INVOICE TOTAL	44.03			
WCC/014926	1	12/10/19	12/06/19	MISC. ELECTRICAL SUPPLIES FOR THE HISTORIC DIST. BANK	68.53	36	36-56-3035	1
				INVOICE TOTAL	68.53			
WCC/014989	1	12/10/19	12/06/19	125V GFCI RECEPTACLE 10EA. FOR CHRISTMAS LIGHTS	189.90	01	01-09-2012	1
				INVOICE TOTAL	189.90			
WCC/015047	1	12/10/19	12/06/19	4' 15W LED TUBE LIGHTS 25EA. FOR CITY HALL	248.00	01	01-09-2006	1
				INVOICE TOTAL	248.00			
				VENDOR TOTAL	622.53			
			1229	CM3, INC.				
SD2871	1	12/10/19	12/06/19	HVAC FALL MAINT. - HAC	962.00	30	30-50-2025	1
				INVOICE TOTAL	962.00			
				VENDOR TOTAL	962.00			
			1307	CORE & MAIN				
L522647	1	12/10/19	12/05/19	BARREL GASKET/ROD CPLNG/PINS AFC HYDRANT REPAIRS	161.00	11	11-31-2009	1
				INVOICE TOTAL	161.00			
				VENDOR TOTAL	161.00			
			1325	COX COMMUNICATIONS				
DEC 2019 CITY/PD	1	12/10/19	12/06/19	CABLE/DATA SVCS. - CITY/PD/CRT	295.93	01	01-01-2002	1
	2			CABLE/DATA SVCS. - CITY/PD/CRT	899.65	01	01-02-2002	1
	3			CABLE/DATA SVCS. - CITY/PD/CRT	30.33	01	01-04-2002	1
	4			CABLE/DATA SVCS. - CITY/PD/CRT	73.98	01	01-06-2002	1
	5			CABLE/DATA SVCS. - CITY/PD/CRT	88.78	01	01-18-2002	1
	6			CABLE/DATA SVCS. - CITY/PD/CRT	30.33	01	01-21-2002	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	7			CABLE/DATA SVCS. - CITY/PD/CRT	30.33	01	01-22-2002	1
	8			CABLE/DATA SVCS. - CITY/PD/CRT	30.33	01	01-18-2002	1
				INVOICE TOTAL	1,479.66			
DEC 2019 PW	1	12/10/19	12/06/19	CABLE/DATA SVCS. - PW	27.24	01	01-03-2002	1
	2			CABLE/DATA SVCS. - PW	27.25	01	01-20-2002	1
	3			CABLE/DATA SVCS. - PW	27.25	10	10-30-2002	1
	4			CABLE/DATA SVCS. - PW	27.25	11	11-31-2002	1
	5			CABLE/DATA SVCS. - PW	27.25	21	21-41-2002	1
				INVOICE TOTAL	136.24			
DEC 2019 SR. CNTR.	1	12/10/19	12/06/19	CABLE/DATA SVCS. - SR. CNTR.	281.36	01	01-12-2003	1
				INVOICE TOTAL	281.36			
				VENDOR TOTAL	1,897.26			
			1328	FRANCISCO S.CORTEZ III				
NOV 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	30	30-50-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			1372	CREATIVE PRODUCT SOURCING INC				
129970	1	12/10/19	12/05/19	DARE GRADUATION T-SHIRTS 515EA	3,816.55	28	28-48-2032	1
				INVOICE TOTAL	3,816.55			
				VENDOR TOTAL	3,816.55			
			1388	GINGER CULLEN				
DEC 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	01	01-18-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			1402	CUMMINS SALES & SVC.				
J1-31079	1	12/10/19	12/06/19	CONTROL ASSY S. MAIN LIFT STATION GENERATOR	397.77	10	10-30-2006	1
				INVOICE TOTAL	397.77			
				VENDOR TOTAL	397.77			
			1485	DELL MARKETING LP				
10353307580	1	12/10/19	12/06/19	DELL LATITUDE 5420 LAPTOP 1EA.	1,471.78	11	11-31-2040	1
				INVOICE TOTAL	1,471.78			
				VENDOR TOTAL	1,471.78			
			1589	DON SPRAGUE SALES				
026383	1	12/10/19	12/06/19	MOLE/GOPHER TRAPS - P/C PARK	174.00	01	01-03-2046	1
				INVOICE TOTAL	174.00			
				VENDOR TOTAL	174.00			
			1618	GEORGE L. DURFEY				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
			1618	GEORGE L. DURFEY				
DEC 2019	1	12/10/19	12/05/19	PERSONAL CELL PHONE REIMBURSE	35.00	10	10-30-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			1766	EVERGY				
NOV 2019 STREET	1	12/10/19	12/06/19	STREET LIGHT UTILITIES	7,195.07	01	01-08-2003	1
				INVOICE TOTAL	7,195.07			
				VENDOR TOTAL	7,195.07			
			1936	FLINT HILLS MATERIALS, LLC				
1924	1	12/10/19	12/05/19	MILL & OVERLAY - SARAH LN.	94,341.28	97	97-66-3001	1
	2			MILL & OVERLAY - 4TH STREET	91,887.06	97	97-66-3001	1
	3			MILL & OVERLAY - WIRE STREET	65,696.90	97	97-66-3001	1
	4			MILL & OVERLAY - 2ND STREET	56,704.00	97	97-66-3001	1
				INVOICE TOTAL	308,629.24			
				VENDOR TOTAL	308,629.24			
			1950	FOLEY INDUSTRIES				
PS000178388	1	12/10/19	12/06/19	ASSY HOSE 1EA.- 120G RD GRADER	35.95	21	21-41-2006	1
				INVOICE TOTAL	35.95			
				VENDOR TOTAL	35.95			
			1975	FRY & ASSOCIATES INC				
31558	1	12/10/19	12/05/19	32GAL TRASH RECEPTACLES 6EA.	2,589.00	36	36-56-3041	1
	2			FREIGHT CHARGE	286.00	36	36-56-3041	1
				INVOICE TOTAL	2,875.00			
				VENDOR TOTAL	2,875.00			
			1982	HRDIRECT				
INV8287990	1	12/10/19	12/05/19	POSTER GUARD 1 YEAR RENEWAL	79.99	01	01-10-2077	1
				INVOICE TOTAL	79.99			
INV8287991	1	12/10/19	12/05/19	POSTER GUARD 1 YEAR RENEWAL	79.99	01	01-10-2077	1
				INVOICE TOTAL	79.99			
INV8287992	1	12/10/19	12/05/19	POSTER GUARD 1 YEAR RENEWAL	79.99	01	01-10-2077	1
				INVOICE TOTAL	79.99			
INV8287993	1	12/10/19	12/05/19	POSTER GUARD 1 YEAR RENEWAL	79.99	01	01-10-2077	1
				INVOICE TOTAL	79.99			
				VENDOR TOTAL	319.96			
			2000	GALLS LLC				
014197901	1	12/10/19	12/05/19	CREDIT:RETURN RAIN JACKETS 2EA	76.03-	01	01-02-2016	1
				INVOICE TOTAL	76.03-			
014267341	1	12/10/19	12/06/19	MENS TROP2 TROUSERS 2EA.	95.02	01	01-02-2016	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			SHIPPING CHARGE	10.95	01	01-02-2016	1
				INVOICE TOTAL	105.97			
				VENDOR TOTAL	29.94			
			2240	HAJOCA CORPORATION - WICHITA				
S014791139.001	1	12/10/19	12/05/19	4 STD CS WELD CAP - DORNER PRK	17.76	36	36-56-3041	1
				INVOICE TOTAL	17.76			
				VENDOR TOTAL	17.76			
			2266	HASTY AWARDS				
11192190	1	12/10/19	12/05/19	'19-20 BASKETBALL MEDALS 195EA	417.30	30	30-50-2092	1
	2			SHIPPING	18.95	30	30-50-2092	1
				INVOICE TOTAL	436.25			
				VENDOR TOTAL	436.25			
			2345	HAYSVILLE RENTAL CENTER				
64943	1	12/10/19	12/06/19	PURCHASE:ACETYLENE 11/18/19	13.33	10	10-30-2009	1
	2			PURCHASE:ACETYLENE 11/18/19 PW WELD SHOP SUPPLIES	13.33	11	11-31-2009	1
	3			PURCHASE:ACETYLENE 11/18/19 PW WELD SHOP SUPPLIES	13.34	21	21-41-2009	1
				INVOICE TOTAL	40.00			
65052	1	12/10/19	12/06/19	RENTAL: SOD CUTTER 11/22/19 (P/C SPORTS)	55.00	01	01-03-2046	1
				INVOICE TOTAL	55.00			
65112	1	12/10/19	12/06/19	PURCHASE:OXYGEN 11/25/19	5.00	10	10-30-2009	1
	2			PURCHASE:OXYGEN 11/25/19 PW WELD SHOP SUPPLIES	5.00	11	11-31-2009	1
	3			PURCHASE:OXYGEN 11/25/19 PW WELD SHOP SUPPLIES	5.00	21	21-41-2009	1
				INVOICE TOTAL	15.00			
65241	1	12/10/19	12/05/19	PURCHASE: PROPANE 12/3/19 HEATERS FOR CHRISTMAS LIGHTING	8.07	01	01-09-2012	1
				INVOICE TOTAL	8.07			
				VENDOR TOTAL	118.07			
			2356	HAYSVILLE SENIOR CENTER				
12/10/19	1	12/10/19	12/05/19	YOGA REIMBURSE. - NOV 2019 NOV. YOGA - 2 SESSIONS @ $15EA	30.00	01	01-12-2012	1
				INVOICE TOTAL	30.00			
				VENDOR TOTAL	30.00			
			2381	HEARTLAND COCA COLA				
5961202456	1	12/10/19	12/06/19	MONTHLY BEVERAGE CONCESSIONS	405.96	30	30-50-2031	1
				INVOICE TOTAL	405.96			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	405.96			
			2445	HINKLE LAW FIRM, LLC.				
281557	1	12/10/19	12/06/19	PROFESS. SVCS.- FMLA POLICY	729.50	01	01-10-2040	1
				11/1 - 11/25/19 EMAILS/CONF.				
				INVOICE TOTAL	729.50			
				VENDOR TOTAL	729.50			
			2600	ICE-MASTERS INC				
4145491	1	12/10/19	12/06/19	S/C 11/4 SR. CNTR. ICE MACHINE	225.00	01	01-09-2006	1
	2			REPLACEMENT WATER FILTER	73.35	01	01-09-2006	1
				INVOICE TOTAL	298.35			
				VENDOR TOTAL	298.35			
			2613	IMAGEQUEST				
IN304804	1	12/10/19	12/05/19	EQUIP. ID 36066 - CITY CLERK	70.06	01	01-10-2040	1
	2			EQUIP. ID 36067 - WORK ROOM	70.06	01	01-10-2040	1
	3			EQUIP. ID 35815 - ACCTG OFFICE	70.06	01	01-10-2040	1
	4			EQUIP. ID 35894 - HR/PAYROLL	70.06	01	01-10-2040	1
				INVOICE TOTAL	280.24			
				VENDOR TOTAL	280.24			
			2679	CYBERTRON INTERNATIONAL, INC.				
20288133	1	12/10/19	12/06/19	NOV 2019 REFLEXION SPAM FILTER	95.00	01	01-21-2040	1
				INVOICE TOTAL	95.00			
				VENDOR TOTAL	95.00			
			2736	INTERSTATE ALL BATTERY CENTER				
1913201011632	1	12/10/19	12/06/19	MISC. BATTERIES - PW	83.60	10	10-30-2009	1
	2			MISC. BATTERIES - PW	83.60	11	11-31-2009	1
	3			MISC. BATTERIES - PW	83.60	21	21-41-2009	1
				INVOICE TOTAL	250.80			
				VENDOR TOTAL	250.80			
			2844	JOHN DEERE FINANCIAL				
10131059	1	12/10/19	12/06/19	REPAIR PARTS - JD GATOR	1,204.24	01	01-03-2006	1
				INVOICE TOTAL	1,204.24			
10133200	1	12/10/19	12/06/19	BALL BEAQRINGS 2EA.	141.74	01	01-03-2006	1
				JD GATOR				
				INVOICE TOTAL	141.74			
				VENDOR TOTAL	1,345.98			
			2860	DAN JONES				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE	11.66	21	21-41-2002	1
				INVOICE TOTAL	35.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
				VENDOR TOTAL	35.00			
			2869	JPGRAPHICS PRINTING SOLUTIONS				
JP3431	1	12/10/19	12/06/19	DEC 2019 COMMUNITY NEWSLETTER	2,040.00	92	92-66-3001	1
				INVOICE TOTAL	2,040.00			
JP3434	1	12/10/19	12/06/19	DEC 2019 COMMUNITY NEWSLETTER	105.00	92	92-66-3001	1
				INVOICE TOTAL	105.00			
				VENDOR TOTAL	2,145.00			
			2874	K & A PROPERTY MAINTENANCE LLC				
4647	1	12/10/19	12/05/19	CLEAN CITY BLDG.	528.00	01	01-09-2040	1
	2			CLEAN PD	440.00	01	01-09-2040	1
	3			CLEAN COMMUNITY BLDG.	112.00	01	01-09-2040	1
	4			CLEAN SR. CNTR.	425.00	01	01-12-2025	1
	5			CLEAN HAC	450.00	30	30-50-2025	1
	6			CLEAN COMM. BLDG. 12/8 EVENT HAYSVILLE VILLAGE CHRISTMAS	100.00	01	01-09-2040	1
	7			CLEAN COMM. BLDG. 12/13 EVENT NIGHT WITH SANTA	100.00	30	30-50-2092	1
				INVOICE TOTAL	2,155.00			
				VENDOR TOTAL	2,155.00			
			2973	KANSAS BG INC				
PI0016846	1	12/10/19	12/06/19	SUPERCHARGE ADD/DFC PLUS	223.83	10	10-30-2009	1
	2			SUPERCHARGE ADD/DFC PLUS	223.83	11	11-31-2009	1
	3			SUPERCHARGE ADD/DFC PLUS	223.83	21	21-41-2009	1
	4			SUPERCHARGE ADD/DFC PLUS	223.83	01	01-03-2009	1
				INVOICE TOTAL	895.32			
				VENDOR TOTAL	895.32			
			3150	KANSAS DEPT OF REVENUE				
NOV 2019	1	12/10/19	12/06/19	WATER SALES TAX RETURN	959.08	11	11-31-2022	1
				INVOICE TOTAL	959.08			
				VENDOR TOTAL	959.08			
			3230	KANSAS GAS SERVICE				
NOV 2019*	1	12/10/19	12/06/19	MONTHLY GAS SVC. - 428 S. JANE	656.65	10	10-30-2003	1
				INVOICE TOTAL	656.65			
				VENDOR TOTAL	656.65			
			3295	KANSAS ONE-CALL SYSTEM INC				
9110276	1	12/10/19	12/05/19	110 LOCATES @ $1.20EA.	44.00	10	10-30-2040	1
	2			110 LOCATES @ $1.20EA.	44.00	11	11-31-2040	1
	3			110 LOCATES @ $1.20EA.	44.00	21	21-41-2040	1
				INVOICE TOTAL	132.00			
				VENDOR TOTAL	132.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
			3350	KANSAS STATE TREASURER				
DEC 2019	1	12/10/19	12/05/19	REINSTATEMENT FEES	1,000.00	01	01-06-2060	1
	2			JUDICIAL BRANCH DOCKET FEE	256.00	01	01-06-2060	1
	3			JUDICIAL BRANCH EDUCATION FUND	84.00	01	01-06-2073	1
	4			COURT COSTS/LAW ENF TRNG FUND	1,960.50	01	01-06-2074	1
	5			DUI FEES	328.20	01	01-06-2075	1
	6			SEAT BELT SAFETY FUND	40.00	01	01-00-5006	1
				INVOICE TOTAL	3,668.70			
				VENDOR TOTAL	3,668.70			
			3502	KONICA MINOLTA PREMIERE				
400685376	1	12/10/19	12/05/19	C458 LEASE - CITY HALL BSMNT.	189.37	01	01-10-2040	1
	2			C458 LEASE - CITY HALL	381.87	01	01-10-2040	1
	3			C458 LEASE - POLICE DEPT.	351.46	01	01-02-2004	1
	4			C458 LEASE - PUBLIC WORKS	201.73	01	01-20-2004	1
	5			C458 LEASE - HAC	182.62	99	99-66-3003	1
				INVOICE TOTAL	1,307.05			
				VENDOR TOTAL	1,307.05			
			3724	MICHAEL J. LIPPOLDT				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE	11.66	21	21-41-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			3725	MARSHAL LITCHFIELD				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			3818	KIRBY MANNY				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	01	01-03-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			3910	MCDANIEL COMPANY INC				
29291	1	12/10/19	12/06/19	ANNUAL FIRE INSP. - CITY HALL	260.00	01	01-09-2040	1
				INVOICE TOTAL	260.00			
				VENDOR TOTAL	260.00			
			3945	ZACH McHATTON				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				3945 ZACH McHATTON				
DEC 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	01	01-18-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				3947 LEVI BREWER				
DEC 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	11	11-31-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				3995 MID-STATES FITNESS EQUIPMENT				
16607	1	12/10/19	12/06/19	PRECOR 808 10PC. BARBELL RACK	1,185.00	99	99-66-3001	1
	2			PROSTYLE CURL BARBELL SET	2,405.00	99	99-66-3001	1
				INVOICE TOTAL	3,590.00			
16608	1	12/10/19	12/06/19	PRECOR 312 BACK EXTENSION	1,045.00	99	99-66-3001	1
	2			PRECOR 702 VERTICAL KNEE DIP	1,130.00	99	99-66-3001	1
				INVOICE TOTAL	2,175.00			
				VENDOR TOTAL	5,765.00			
				4240 MYERS PAINTING CO., INC.				
002 A	1	12/10/19	12/06/19	PROJECT:HIST. BANK CNTR. STAIN WOODEN COUNTER - STAIN/PAINT	100.00	36	36-56-3035	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
				4243 MYTOWN MEDIA				
13899-00002-0008	1	12/10/19	12/06/19	ELECTRONIC BILLBOARD ADVERT.	360.00	92	92-66-3001	1
				INVOICE TOTAL	360.00			
				VENDOR TOTAL	360.00			
				4351 NEWEGG BUSINESS, INC.				
1302495333	1	12/10/19	12/05/19	SINGLE ARM MONITOR STAND 1EA.	49.99	01	01-18-2004	1
				INVOICE TOTAL	49.99			
1302508414	1	12/10/19	12/05/19	SINGLE ARM MONITOR STAND 1EA.	49.99	01	01-18-2004	1
				INVOICE TOTAL	49.99			
				VENDOR TOTAL	99.98			
				4355 BRUCE NYSTROM, PHD				
5/30/19	1	12/10/19	12/05/19	PRE-EMPLOYMENT EVALUATION 1EA.	405.00	01	01-02-2012	1
				INVOICE TOTAL	405.00			
8/20/19	1	12/10/19	12/05/19	PRE-EMPLOYMENT EVALUATION 1EA.	405.00	01	01-02-2012	1
				INVOICE TOTAL	405.00			
9/11/19	1	12/10/19	12/05/19	PRE-EMPLOYMENT EVALUATION 1EA.	405.00	01	01-02-2012	1
				INVOICE TOTAL	405.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
9/12/19	1	12/10/19	12/05/19	PRE-EMPLOYMENT EVALUATION 1EA.	405.00	01	01-02-2012	1
				INVOICE TOTAL	405.00			
				VENDOR TOTAL	1,620.00			
			4370	OFFICE DEPOT				
406382657001	1	12/10/19	12/06/19	FILE LABELS,WHT,750 CNT.	13.33	01	01-04-2004	1
				INVOICE TOTAL	13.33			
				VENDOR TOTAL	13.33			
			4396	O'REILLY AUTOMOTIVE INC				
4814-3222468	1	12/10/19	12/06/19	3OZ SILLICONE 2EA.- DORNER PRK DORNER PARK ENTRY GATE	15.98	36	36-56-3041	1
				INVOICE TOTAL	15.98			
4814-322451	1	12/10/19	12/06/19	RTRN/EXCHNG - SOD CUTTER	10.77-	01	01-03-2006	1
	2			RTRN/EXCHNG - SOD CUTTER	10.93	01	01-03-2006	1
				INVOICE TOTAL	.16			
4814-323121	1	12/10/19	12/06/19	WIPER FLUID 18 GAL. - PW	22.46	10	10-30-2009	1
	2			WIPER FLUID 18 GAL. - PW	22.45	11	11-31-2009	1
	3			WIPER FLUID 18 GAL. - PW	22.46	21	21-41-2009	1
	4			WIPER FLUID 18 GAL. - PW	22.45	01	01-03-2009	1
				INVOICE TOTAL	89.82			
4814-323152	1	12/10/19	12/06/19	1QT MOTOR OIL 6EA.	29.97	01	01-03-2009	1
	2			1QT MOTOR OIL 6EA.	29.97	10	10-30-2009	1
				INVOICE TOTAL	59.94			
				VENDOR TOTAL	165.90			
			4520	PETTY CASH				
12/10/19	1	12/10/19	12/06/19	REIMBURSE FUND	300.00	01	01-00-5016	1
	2			REIMBURSE FUND	25.00	01	01-00-5062	1
	3			REIMBURSE FUND	75.00	32	32-52-2012	1
	4			REIMBURSE FUND	50.00	01	01-03-2012	1
	5			REIMBURSE FUND	341.00	30	30-00-5077	1
	6			REIMBURSE FUND	150.00	30	30-00-5016	1
	7			REIMBURSE FUND	90.00	30	30-00-6004	1
	8			REIMBURSE FUND	70.00	30	30-50-2092	1
	9			REIMBURSE FUND	40.00	01	01-18-2012	1
				INVOICE TOTAL	1,141.00			
				VENDOR TOTAL	1,141.00			
			4662	POWERPLAN				
1275064	1	12/10/19	12/06/19	TIE ROD ASSY.-JD 310SJ BACKHOE	172.59	10	10-30-2006	1
	2			TIE ROD ASSY.-JD 310SJ BACKHOE	172.59	11	11-31-2006	1
	3			TIE ROD ASSY.-JD 310SJ BACKHOE	172.59	21	21-41-2006	1
	4			TIE ROD ASSY.-JD 310SJ BACKHOE	172.59	01	01-03-2006	1
				INVOICE TOTAL	690.36			
				VENDOR TOTAL	690.36			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
				4708 PRICHARD ANIMAL HOSPITAL PA				
270844	1	12/10/19	12/06/19	EVP CANINE ADULT 35 LBS.	46.99	01	01-02-2047	1
				INVOICE TOTAL	46.99			
270971	1	12/10/19	12/06/19	CANINE PUPPY FOOD 15.5 LBS.	34.99	01	01-02-2047	1
				INVOICE TOTAL	34.99			
				VENDOR TOTAL	81.98			
				4750 PROFESSIONAL ENGINEERING				
521201	1	12/10/19	12/06/19	MONTHLY RETAINER	66.67	10	10-30-2040	1
	2			MONTHLY RETAINER	66.67	11	11-31-2040	1
	3			MONTHLY RETAINER	66.66	21	21-41-2040	1
				INVOICE TOTAL	200.00			
521202	1	12/10/19	12/05/19	PROJECT:7TH ST WATERLINE RPLC. PROFESSIONAL PERSONNEL	1,635.00	11	11-31-2040	1
				INVOICE TOTAL	1,635.00			
521203	1	12/10/19	12/05/19	PROJECT:DEWATERING FACILITY	14,202.00	48	48-66-3005	1
				INVOICE TOTAL	14,202.00			
				VENDOR TOTAL	16,037.00			
				4780 PRO-KEM SUPPLIES INC				
13127	1	12/10/19	12/06/19	PULSE SVC. - PD 5EA.	42.50	01	01-02-2004	1
	2			PULSE SVC. - CITY HALL 5EA.	42.50	01	01-09-2012	1
	3			PULSE SVC. - SR. CNTR. 2EA.	17.00	01	01-12-2025	1
				INVOICE TOTAL	102.00			
				VENDOR TOTAL	102.00			
				4860 QUILL CORPORATION				
2775595	1	12/10/19	12/05/19	2 PCKT FLDRS W/FASTNERS 1 BOX	20.99	01	01-02-2004	1
				INVOICE TOTAL	20.99			
2780974	1	12/10/19	12/05/19	2 PCKT FLDRS W/FASTNERS 2 BOX	41.98	01	01-02-2004	1
				INVOICE TOTAL	41.98			
				VENDOR TOTAL	62.97			
				5042 RICK LABUS DRYWALL, INC.				
001 C	1	12/10/19	12/06/19	PROJECT:HIST. BANK CEILING INSULLATE CEILING	100.00	36	36-56-3035	1
				INVOICE TOTAL	100.00			
002 A	1	12/10/19	12/06/19	PROJECT:HAC DRYWALL REPAIRS	150.00	30	30-50-2025	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	250.00			
				5056 SEAN RINEHART				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			5129	KOURTNEY S. ROWLEY				
NOV 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	30	30-50-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			5326	SEDGWICK COUNTY				
OCT 2019	1	12/10/19	12/06/19	ANIMAL CONTROL - PICK UPS	58.00	01	01-02-2013	1
				INVOICE TOTAL	58.00			
				VENDOR TOTAL	58.00			
			5335	SEDGWICK COUNTY				
NOV 2019	1	12/10/19	12/06/19	PRISONER HOUSING 538 HRS	1,361.14	01	01-06-3066	1
				INVOICE TOTAL	1,361.14			
				VENDOR TOTAL	1,361.14			
			5381	SEDGWICK COUNTY TREASURER				
191441503	1	12/10/19	12/04/19	LOT 2 BLK A FREEMAN SCHOOL GEO CODE: OH HV00004	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			
191446253	1	12/10/19	12/04/19	700 W. SARAH LN RIGG'S PARK GEO CODE: RI HV00014000M	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191446736	1	12/10/19	12/04/19	702 W. SARAH LN. DRAINAGE DITCH GEO CODE: RI HV00014000K	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191447401	1	12/10/19	12/04/19	7106 S. BROADWAY AVE. GEO CODE: RI HV00755	6.71	30	30-50-2012	1
				INVOICE TOTAL	6.71			
191447619	1	12/10/19	12/04/19	HILLCREST ADDITION TIMBERLANE VILLAGE GEO CODE: RI HV007400001	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191447709	1	12/10/19	12/04/19	525 W. SARAH LN. MUNICIPAL POOL GEO CODE: RI HV00657	6.71	12	12-32-2012	1
				INVOICE TOTAL	6.71			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
191447769	1	12/10/19	12/04/19	IRREGULAR LAND 260 X 80 FT SO. OF P/C PARK GEO CODE: RI HV00872	10.07	01	01-03-2012	1
				INVOICE TOTAL	10.07			
191447832	1	12/10/19	12/04/19	IRREGULAR LAND 120 X 284 FT. SO. OF P/C PARK GEO CODE: RI HV00871	10.07	01	01-03-2012	1
				INVOICE TOTAL	10.07			
191447913	1	12/10/19	12/04/19	350 N. PARK DRIVE GEO CODE: RI HV00740	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191448256	1	12/10/19	12/04/19	130 W. GRAND AVE. PD/COURT GEO CODE: RI HV01336	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			
191448277	1	12/10/19	12/04/19	6545 S. MABEL ST, P/C PARK GEO CODE: RI HV01620	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191448305	1	12/10/19	12/04/19	200 W. GRAND AVE. CITY HALL GEO CODE: RI HV01297	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			
191456498	1	12/10/19	12/04/19	PW - WEST OF DORNER PARK GEO CODE: SA HV02260	296.70	10	10-30-2012	1
				INVOICE TOTAL	296.70			
191457976	1	12/10/19	12/04/19	102 S. HAYS AVE. GEO CODE: SA HV00020	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			
191457986	1	12/10/19	12/04/19	240 S. MAIN ST. GEO CODE: SA HV00039	1,755.01	36	36-56-3001	1
				INVOICE TOTAL	1,755.01			
191458040	1	12/10/19	12/04/19	LOT 16 GEO CODE: SA HV00034	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			
191458045	1	12/10/19	12/04/19	LOTS 18-19-20 GEO CODE: SA HV00036	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			
191458075	1	12/10/19	12/04/19	215 S. HAYS AVE. LIBRARY GEO CODE: SA HV00033	6.71	01	01-09-2012	1
				INVOICE TOTAL	6.71			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
191458183	1	12/10/19	12/04/19	LOTS 21-22-23-24-25-26-27-28	6.71	01	01-09-2012	1
				GEO CODE: SA HV00038				
				INVOICE TOTAL	6.71			
191458216	1	12/10/19	12/04/19	LOT 11	5.03	01	01-09-2012	1
				HAYS FIRST ADDITION				
				GEO CODE: SA HV00026				
				INVOICE TOTAL	5.03			
191458220	1	12/10/19	12/04/19	200 S. HAYS AVE.	5.03	01	01-09-2012	1
				GEO CODE: SA HV00024				
				INVOICE TOTAL	5.03			
191458280	1	12/10/19	12/04/19	140 S. HAYS AVE.	5.03	01	01-09-2012	1
				GEO CODE: SA HV00023				
				INVOICE TOTAL	5.03			
191458481	1	12/10/19	12/04/19	126 S. HAYS AVE.	5.03	01	01-09-2012	1
				GEO CODE: SA HV00021				
				INVOICE TOTAL	5.03			
191458516	1	12/10/19	12/04/19	138 S. HAYS AVE.	5.03	01	01-09-2012	1
				GEO CODE: SA HV00022				
				INVOICE TOTAL	5.03			
191458649	1	12/10/19	12/04/19	226 S. HAYS AVE.	5.03	01	01-09-2012	1
				GEO GODE: SA HV0007				
				INVOICE TOTAL	5.03			
191458683	1	12/10/19	12/04/19	210 S. HAYS AVE.	5.03	01	01-09-2012	1
				LIBRARY				
				GEO CODE: SA HV00025				
				INVOICE TOTAL	5.03			
191458751	1	12/10/19	12/04/19	130 E. 2ND ST.	6.71	01	01-09-2012	1
				COMMUNITY BUILDING				
				GEO CODE: SA HV000390001				
				INVOICE TOTAL	6.71			
191458794	1	12/10/19	12/04/19	220 S. MAIN ST.	6.71	01	01-09-2012	1
				LOT 18 & 19				
				GEO CODE: SA HV00037				
				INVOICE TOTAL	6.71			
191458820	1	12/10/19	12/04/19	LOTS 11-12	6.71	01	01-09-2012	1
				GEO CODE: SA HV00032				
				INVOICE TOTAL	6.71			
191458857	1	12/10/19	12/04/19	102 S. TURKLE AVE.	6.71	01	01-09-2012	1
				TORNADO SIREN				
				GEO CODE: SA HV00215				
				INVOICE TOTAL	6.71			
191458916	1	12/10/19	12/04/19	203 S. MAIN ST.	6.71	01	01-09-2012	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
				LOT 17 GEO CODE: SA HV00035				
				INVOICE TOTAL	6.71			
191458939	1	12/10/19	12/04/19	WASTEWATER PROPERTY GEO CODE: SA HV00004000A	6.71	10	10-30-2012	1
				INVOICE TOTAL	6.71			
191459150	1	12/10/19	12/04/19	429 S. JANE ST. PUBLIC WORKS GEO CODE: SA HV01396	6.71	10	10-30-2012	1
				INVOICE TOTAL	6.71			
191459215	1	12/10/19	12/04/19	TRIANGLE - S. MAIN GEO CODE: SA HV01258	1.86	36	36-56-3001	1
				INVOICE TOTAL	1.86			
191459269	1	12/10/19	12/04/19	601 S. WAYNE AVE. GEO CODE: SA HV01254	6.71	10	10-30-2012	1
				INVOICE TOTAL	6.71			
191459513	1	12/10/19	12/04/19	ORCHARD ACRES RES A GEO CODE: SA HV01393	6.71	01	01-03-2012	1
				INVOICE TOTAL	6.71			
191459910	1	12/10/19	12/04/19	1200 E. DIRCK ST. SOUTH FIELD ADDITION GEO CODE: SA HV01534	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191465569	1	12/10/19	12/04/19	LOT 1 BLK A. GRAND 4TH ADD. GEO CODE: SA HV01582	6.71	10	10-30-2012	1
				INVOICE TOTAL	6.71			
191468269	1	12/10/19	12/04/19	OLD OAK ESTATES RES C GEO CODE: SA HV01843	6.71	01	01-03-2012	1
				INVOICE TOTAL	6.71			
191468736	1	12/10/19	12/04/19	RES D OLD OAKS EST. GEO CODE: SA HV01844	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191477522	1	12/10/19	12/04/19	RES B KIRBY PARK GEO CODE: SA HV02103	5.03	01	01-03-2012	1
				INVOICE TOTAL	5.03			
191491097	1	12/10/19	12/04/19	FARMLAND - S. OF COUNTRY LAKES 79TH / MERIDIAN AREA GEO CODE: OH HV00349	880.69	36	36-56-3001	1
				INVOICE TOTAL	880.69			
191491447	1	12/10/19	12/04/19	WATER WELL PROPERTY GEO CODE: OH HV00344	6.71	11	11-31-2012	1
				INVOICE TOTAL	6.71			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
191491564	1	12/10/19	12/04/19	WATER WELL PROPERTY	6.71	11	11-31-2012	1
				GEO CODE: OH HV00345				
				INVOICE TOTAL	6.71			
191491567	1	12/10/19	12/04/19	PEACHWOOD 9TH ADDITION RES A	1.86	01	01-09-2012	1
				GEO CODE: SA HV02160				
				INVOICE TOTAL	1.86			
191492676	1	12/10/19	12/04/19	RES A OLD OAKS EST.	5.03	01	01-03-2012	1
				3RD ADDITION				
				GEO CODE: SA HV02162				
				INVOICE TOTAL	5.03			
191495493	1	12/10/19	12/04/19	160 E. KARLA AVE.	6.71	01	01-09-2012	1
				SR. CENTER				
				GEO CODE: RI HV02018				
				INVOICE TOTAL	6.71			
191499053	1	12/10/19	12/04/19	140 N. MAIN ST.	6.71	01	01-09-2012	1
				GEO CODE: RI HV02036				
				INVOICE TOTAL	6.71			
191501052	1	12/10/19	12/04/19	608 S. CHATTA ST.(KIRBY PARK)	5.03	01	01-03-2012	1
				SOUTH HAMPTON ESTATES				
				GEO CODE: SA HV021030002				
				INVOICE TOTAL	5.03			
191524889	1	12/10/19	12/04/19	412 W. GRAND	2,950.49	36	36-56-3027	1
				OLD DEMOLISHED LAUNDRY MAT)				
				GEO CODE: RI HV015790001				
				INVOICE TOTAL	2,950.49			
				VENDOR TOTAL	6,160.01			
				5398 SERVPRO OF NORTHWEST WICHITA				
4357138	1	12/10/19	12/06/19	MOLD REMEDIATION - HIST. BANK	1,599.60	01	01-09-2079	1
				INVOICE TOTAL	1,599.60			
				VENDOR TOTAL	1,599.60			
				5444 JOHNATHAN SIMONS				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE	35.00	21	21-41-2002	1
				ON CALL PERSONNEL				
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				5533 JENNIFER M. SOHM				
NOV 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	30	30-50-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				5772 SUPERIOR HARDWOOD FLOORS				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
				5772 SUPERIOR HARDWOOD FLOORS				
4070	1	12/10/19	12/06/19	GLISTA HARDWOOD CLEANER 1 GAL.	28.00	01	01-09-2009	1
	2			DELIVERY CHARGE	2.50	01	01-09-2009	1
				INVOICE TOTAL	30.50			
				VENDOR TOTAL	30.50			
				5779 SUPERIOR RUBBER STAMP				
92181	1	12/10/19	12/06/19	NAMEPLATES 14EA.(PLANNING)	117.70	01	01-04-2004	1
				INVOICE TOTAL	117.70			
				VENDOR TOTAL	117.70			
				5914 CALE TOPINKA				
DEC 2019	1	12/10/19	12/05/19	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10	10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11	11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21	21-41-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				5917 TIRE DEALERS WAREHOUSE				
325-783203	1	12/10/19	12/06/19	P225/60R16 TIRES 4EA.- TRK #15	315.76	01	01-20-2035	1
				INVOICE TOTAL	315.76			
				VENDOR TOTAL	315.76			
				5933 TRACY ELECTRIC INC				
24122	1	12/10/19	12/06/19	S/C 11/18 SCADA SYSTEM REPAIRS COMM. FAILURE/RESET/REPOWER	204.00	10	10-30-2006	1
				INVOICE TOTAL	204.00			
				VENDOR TOTAL	204.00			
				5939 TRAVELERS COMMERCIAL LINES				
3389L1230	1	12/10/19	12/06/19	NOTARY BOND - L. VARGAS (PD)	50.00	01	01-02-2004	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
				5940 TRUCK PARTS & EQUIPMENT INC				
40383845	1	12/10/19	12/06/19	NYLON 90 ELBOW W/CNTRL VALVE	197.35	21	21-41-2006	1
				INVOICE TOTAL	197.35			
93349661	1	12/10/19	12/06/19	CREDIT:FREIGHT CHRG.#93187220	25.00-	21	21-41-2006	1
				INVOICE TOTAL	25.00-			
				VENDOR TOTAL	172.35			
				6234 VERIZON WIRELESS				
DEC 2019	1	12/10/19	12/06/19	POLICE DEPT.- MOBILE BROADBAND	440.11	01	01-02-2040	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
				INVOICE TOTAL	440.11			
				VENDOR TOTAL	440.11			
			6324	JILL WARD				
NOV 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	30	30-50-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
			6345	WASTE CONNECTIONS INC				
14155961	1	12/10/19	12/05/19	MONTHLY TRASH SVC - CITY BLDG	49.66	01	01-09-2040	1
	2			MONTHLY TRASH SVC - CITY BLDG	49.67	10	10-30-2040	1
	3			MONTHLY TRASH SVC - CITY BLDG	49.66	11	11-31-2040	1
				INVOICE TOTAL	148.99			
14155962	1	12/10/19	12/05/19	MONTHLY TRASH SVC - SR CNTR	138.67	01	01-12-2003	1
				INVOICE TOTAL	138.67			
14155963-64	1	12/10/19	12/05/19	MONTHLY TRASH SVC - PW	63.52	10	10-30-2040	1
	2			MONTHLY TRASH SVC - PW	63.52	11	11-31-2040	1
	3			MONTHLY TRASH SVC - PW	63.50	21	21-41-2040	1
				INVOICE TOTAL	190.54			
14155965	1	12/10/19	12/05/19	MONTHLY TRASH SVC - COMM BLDG	86.86	01	01-09-2040	1
				INVOICE TOTAL	86.86			
14155966	1	12/10/19	12/05/19	MONTHLY TRASH SVC - RIGGS PARK	159.76	01	01-03-2012	1
				INVOICE TOTAL	159.76			
14155967	1	12/10/19	12/05/19	MONTHLY TRASH SVC - P/C SPORTS	26.25	30	30-50-2046	1
				INVOICE TOTAL	26.25			
14155985	1	12/10/19	12/05/19	MONTHLY TRASH SVC - HAC	131.25	30	30-50-2003	1
				INVOICE TOTAL	131.25			
14156096	1	12/10/19	12/05/19	MONTHLY TRASH SVC - FARM MRKT	12.96	01	01-09-2079	1
				INVOICE TOTAL	12.96			
				VENDOR TOTAL	895.28			
			6383	WELLBEATS				
00000022223	1	12/10/19	12/06/19	ELEMENTS BASIC PACKAGE	149.00	99	99-66-3002	1
				INVOICE TOTAL	149.00			
				VENDOR TOTAL	149.00			
			6582	WICHITA GOLF CARS				
12/10/19	1	12/10/19	12/06/19	GOLF CART RENTAL 1EA. 12/7/19 VILLAGE CHRISTMAS EVENT	40.00	01	01-10-2054	1
				INVOICE TOTAL	40.00			
				VENDOR TOTAL	40.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT		CK SQ
				6588 WICHITA IRON & METALS CORP				
INV-000494	1	12/10/19	12/06/19	STEEL - 530 LBS. (DORNER PARK) DORNER PARK ENTRY GATE	212.00	36	36-56-3041	1
				INVOICE TOTAL	212.00			
				VENDOR TOTAL	212.00			
				6630 WICHITA WINWATER WORKS				
238466 00	1	12/10/19	12/06/19	20" FLAT METER LID 1EA.	60.00	11	11-31-2009	1
				INVOICE TOTAL	60.00			
238681 00	1	12/10/19	12/06/19	SAFETY FLG REPAIR KIT 2EA.	226.82	11	11-31-2009	1
				INVOICE TOTAL	226.82			
238899 00	1	12/10/19	12/06/19	MISC. WATER SUPPLIES	2,709.36	11	11-31-2009	1
				INVOICE TOTAL	2,709.36			
238900 00	1	12/10/19	12/06/19	MISC. WATER SUPPLIES	182.16	11	11-31-2009	1
				INVOICE TOTAL	182.16			
238963 00	1	12/10/19	12/06/19	18" EXT MED CLOWN MEDALLION	311.52	11	11-31-2009	1
				INVOICE TOTAL	311.52			
238987 00	1	12/10/19	12/06/19	MISC. WATER SUPPLIES	607.20	11	11-31-2009	1
				INVOICE TOTAL	607.20			
238989 00	1	12/10/19	12/06/19	MISC. WATER SUPPLIES	837.72	11	11-31-2009	1
				INVOICE TOTAL	837.72			
238996 00	1	12/10/19	12/06/19	METER PITS/RINGS/LIDS 3EA.	503.43	11	11-31-2009	1
				INVOICE TOTAL	503.43			
				VENDOR TOTAL	5,438.21			
				6700 WILLIAMS JANITORIAL SUPPLY				
0577837-IN	1	12/10/19	12/06/19	MISC. JANITORIAL SUPPLIES	407.32	30	30-50-2009	1
				INVOICE TOTAL	407.32			
0578325-IN	1	12/10/19	12/06/19	14" NYLON FLR BRUSH 1EA. - HAC	32.90	30	30-50-2009	1
				INVOICE TOTAL	32.90			
				VENDOR TOTAL	440.22			
				6727 CHRISTOPHER WORRELL				
DEC 2019	1	12/10/19	12/05/19	CELL PHONE REIMBURSEMENT	35.00	01	01-22-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
				6765 ZEAGER BROS., INC.				
3245	1	12/10/19	12/06/19	WOOD CARPET - RIGGS PARK	1,548.00	51	51-66-3005	1
	2			FREIGHT CHARGE	1,142.12	51	51-66-3005	1
				INVOICE TOTAL	2,690.12			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	2,690.12		
				INTRUST TOTAL	454,306.15		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	454,306.15		
				GRAND TOTALS	454,306.15		

CK #	DATE	PAYEE	DESCRIPTION	DEPARTMENT	AMOUNT
47111	11/26/2019	Brittany Hayes	Refund Latchkey Fees - Rcpt #93994 & #94308	Recreation Revenue - Latchkey	90.00
47112	11/26/2019	Miranda Schofield	This Check Was Voided & Reissued On Check #47126	Recreation Revenue - Programs	0.00
47113	11/26/2019	Haysville Chamber of Commerce	Chamber Lunch	General Government - Misc.	40.00
47114	11/26/2019	Destiny Leslie	Refund Coach Fee for Youth Soccer - Rcpt #91820	Recreation Revenue - Programs	35.00
47115	11/26/2019	Zach Stowell	Refund Coach Fee for Youth Soccer - Rcpt #91820	Recreation Revenue - Programs	35.00
47116	11/26/2019	Chantel Johnson	Refund Coach Fee for Youth Soccer - Rcpt #91885	Recreation Revenue - Programs	35.00
47117	11/26/2019	Michael Pfender	Refund Coach Fee for Youth Soccer - Rcpt #92111	Recreation Revenue - Programs	35.00
47118	11/26/2019	Jorge Moreno	Refund Coach Fee for Youth Soccer - Rcpt #92125	Recreation Revenue - Programs	35.00
47119	11/26/2019	Nicolette Ternes	Refund Coach Fee for Youth Soccer - Rcpt #92393	Recreation Revenue - Programs	35.00
47120	11/26/2019	Jennifer Patterson	Refund Coach Fee for Youth Soccer - Rcpt #92434	Recreation Revenue - Programs	35.00
47121	11/26/2019	Jana Dietrich	Refund Coach Fee for Youth Soccer - Rcpt #92704	Recreation Revenue - Programs	35.00
47122	11/26/2019	Erin Wannow	Refund Coach Fee for Youth Soccer - Rcpt #92811	Recreation Revenue - Programs	35.00
47123	11/26/2019	Tiffany McCammon	Refund Deposit on Comm Bldg Rental - Rcpt #105544	General Revenue - Bldg. Rentals	50.00
47124	11/26/2019	Barbara Graham	Refund Deposit on Senior Center Rental - Rcpt. #902	General Revenue - Bldg. Rentals	100.00
47125	11/26/2019	Joyce Couch	Refund Deposit on Comm Bldg Rental - Rcpt #105520	General Revenue - Bldg. Rentals	50.00
47126	11/26/2019	Miranda Schofield	Refund Yout Soccer Scholarship - Rcpt #92072	Recreation Revenue - Programs	26.00
47127	11/27/2019	Angela McCullough	Buns & Abs Instructor	Recreation - Programs	35.00
47128	11/27/2019	Brynden Janssen	Zumba Class Instructor	Recreation - Programs	35.00
47129	12/5/2019	Kirby Manny	Boot Reimbursement	Park - Miscellanous Exp	50.00
47130	12/5/2019	Angel Gaynor	Photography Services for Village Christmas Santa Pictures	Historic - Miscellaneous Exp	75.00
47131	12/5/2019	Dept of Rev - Alcoholic Bev Ctrl	Cereal Malt Beverage - State of Kansas Fee	General Revenue - Cer Malt Bev St Fee	25.00
47132	12/6/2019	Antonio Clem	Refund Deposit on HAC Rental - Rcpt #93620	Recreation Revenue - Rental Fees	50.00
47133	12/6/2019	Pam Yockey	Refund Deposit on HAC Rental - Rcpt #93324	Recreation Revenue - Rental Fees	50.00
47134	12/6/2019	Aubrey Beeson	Refund Deposit on HAC Rental - Rcpt #94322	Recreation Revenue - Rental Fees	50.00
47135	12/6/2019	Michael Saindon	Refund Deposit on Senior Center Rental - Rcpt. #876	General Revenue - Bldg. Rentals	100.00
				TOTAL CHECKS WRITTEN	**1,141.00**

VENDOR NO	NAME	PAYMENT AMT
1766	EVERGY	22,085.72
3230	KS GAS SERVICE-PRIMARY	1,536.40
5231	SAM'S CLUB	2,425.69
5859	T-MOBILE	30.00
	REPORT TOTAL	26,077.81

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INTRUST				
			1766	EVERGY				
NOV 2019	1	1/25/19	12/03/19	POLICE ANIMAL CONTROL	91.75	01	01-02-2013	1
	2			PARK UTILITES	1,301.05	01	01-03-2003	1
	3			STREET LIGHT UTILITIES	737.79	01	01-08-2003	1
	4			BLDG/GRNDS UTILITIES	2,336.04	01	01-09-2003	1
	5			SR. CENTER UTILITIES	254.44	01	01-12-2003	1
	6			WASTEWATER UTILITIES	10,819.21	10	10-30-2003	1
	7			WATER UTILITIES	3,694.37	11	11-31-2003	1
	8			POOL UTILITIES	88.79	12	12-32-2003	1
	9			STREET UTILITIES	1,023.14	21	21-41-2003	1
	10			RECREATION DEPT. UTILITIES	1,536.62	30	30-50-2003	1
	11			P/C PARK UTILITIES	174.07	30	30-50-3065	1
				INVOICE TOTAL	22,057.27			
NOV 2019 WELL	1	1/25/19	12/03/19	CAPITAL IMPRV (BAUGHMAN WELL)	28.45	36	36-56-3034	1
				INVOICE TOTAL	28.45			
				VENDOR TOTAL	22,085.72			
			3230	KANSAS GAS SERVICE				
NOV 2019	1	1/25/19	12/03/19	PD MONTHLY GAS SERVICE	81.18	01	01-02-2013	1
	2			BLDG/GRNDS MONTHLY GAS SVC	221.75	01	01-09-2003	1
	3			SR.CNTR. MONTHLY GAS SVC	290.60	01	01-12-2003	1
	4			SEWER MONTHLY GAS SVC	245.36	10	10-30-2003	1
	5			WATER MONTHLY GAS SVC	215.28	11	11-31-2003	1
	6			STREET MONTHLY GAS SVC	215.28	21	21-41-2003	1
	7			REC. MONTHLY GAS SVC	266.95	30	30-50-2003	1
				INVOICE TOTAL	1,536.40			
				VENDOR TOTAL	1,536.40			
			5231	SAM'S CLUB / GECRB				
NOV 2019	1	1/25/19	12/03/19	MONTHLY SUPPLIES	107.56	10	10-30-2012	1
	2			MONTHLY SUPPLIES	107.56	11	11-31-2012	1
	3			MONTHLY SUPPLIES	107.57	21	21-41-2012	1
	4			MONTHLY SUPPLIES	259.60	01	01-09-2012	1
	5			MONTHLY SUPPLIES	134.98	01	01-18-2080	1
	6			MONTHLY SUPPLIES	151.12	92	92-66-3001	1
	7			MONTHLY SUPPLIES	42.32	30	30-50-2009	1
	8			MONTHLY SUPPLIES	1,336.44	30	30-50-2094	1
	9			MONTHLY SUPPLIES	178.54	30	30-50-2092	1
				INVOICE TOTAL	2,425.69			
				VENDOR TOTAL	2,425.69			
			5859	T-MOBILE				
NOV 2019	1	1/25/19	12/03/19	MOBILE INTERNET - GPS EQUIP.	10.00	11	11-31-2002	1
	2			MOBILE INTERNET - GPS EQUIP.	10.00	10	10-30-2002	1
	3			MOBILE INTERNET - GPS EQUIP.	10.00	21	21-41-2002	1
				INVOICE TOTAL	30.00			
				VENDOR TOTAL	30.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				INTRUST TOTAL	26,077.81		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	26,077.81		
				GRAND TOTALS	26,077.81		

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