

**CITY OF HAYS COMMISSION MEETING
THURSDAY, OCTOBER 22, 2015 – 6:30 P.M.
AGENDA**

1. Call to order by Chairperson.
2. **MINUTES**: Consider approval of the minutes from the regular meeting held on September 24, 2015. (PAGE 1)
3. **HAYS EMPLOYEE SERVICE RECOGNITION**: Recognize City of Hays employees for their length of service to the Hays community. (PAGE 7)
4. **FINANCIAL STATEMENT**: Consider accepting the Financial Statement for the month of September, 2015. (PAGE 13)
5. **CITIZEN COMMENTS**: (non-agenda items).
6. **CONSENT AGENDA**: (Items to be approved by the Commission in one motion, unless objections are raised).
 - A. **Mayoral Appointments for Approval**: Hays Convention and Visitors Bureau Advisory Committee (PAGE 79)
 - B. **Mayoral Appointment Recommendation**: Hays Convention and Visitors Bureau Advisory Committee and Building Trades Board (PAGE 83)

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

7. **SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) – RECEIPT OF FINDINGS OF FACT AND RECOMMENDATIONS – OFFICIAL HEARING**: Conduct a hearing at which SEIU representatives and City staff shall be required to explain their positions. (PAGE 89)
8. **CITY COMMISSION RESOLUTION FOR SEIU AND CITY IMPASSE**: The City Commission may take necessary action as it deems to be in the public interest, including the interest of the public employees involved. (PAGE 129)
9. **2015 UNIFORM PUBLIC OFFENSE CODE**: Consider approving Ordinance No. 3904 adopting the 2015 Uniform Public Offense Code for Kansas Cities. (PAGE 131)
10. **2015 STANDARD TRAFFIC ORDINANCE**: Consider approving Ordinance No. 3905 adopting the 2015 Standard Traffic Ordinance for Kansas Cities. (PAGE 189)

11. **KIWANIS PARK PLAY UNIT:** Consider approving the purchase of a play unit from ABCreative for Kiwanis Park from the Park Improvement Fund. (PAGE 223)
12. **KIWANIS PARK RESTROOM:** Consider approving the purchase of the CXT Inc. Cortez Precast Flush Restroom for Kiwanis Park to be paid for from the Special Park budget and Park Improvement fund. (PAGE 227)
13. **REPLAT OF LOTS 1 AND 2 AND ARNHOLD DRIVE IN ARNHOLD'S INDUSTRIAL ADDITION:** Consider approving Resolution No. 2015-022 accepting the Replat of Lots 1 and 2 and Arnhold Drive, in Arnhold's Industrial Addition. (PAGE 247)
14. **REZONING OF LOTS 15 AND 17, BLOCK 6, HP WILSON ADDITION (C-O TO C-2) – 117 EAST 7TH STREET:** Consider approving Ordinance No. 3906 rezoning the property of 117 East 7th Street (Lots 15 and 17, Block 6, HP Wilson Addition) from C-O to C-2. (PAGE 255)
15. **TRANSITIONING TO NOVEMBER ELECTIONS** (PAGE 267)
 - a. Consider approving Ordinance No. 3907 amending Chapter 2 of the City of Hays, Kansas, Municipal Code, by modifying Article II, Section 2-22, regarding organization of Commissioners.
 - b. Consider approving Ordinance No. 3908 establishing the number of qualified electors that must sign a nomination petition pursuant to 2015 Session Laws of Kansas, Vol. 2, Chapter 88, Section 53(b).
 - c. Consider approving Ordinance No. 3909 affirming the City Manager form of Government and transitioning the terms of office for Commissioners to the November election cycle established by L. 2015, Chapter 88 (H.B. 2014).
16. **REPORT OF THE CITY MANAGER**
17. **COMMISSION INQUIRIES AND COMMENTS**
18. **EXECUTIVE SESSION (IF REQUIRED)**
19. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON SEPTEMBER 24, 2015

1. CALL TO ORDER BY CHAIRMAN: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, September 24, 2015 at 6:30 p.m.

Roll Call: Present: Eber Phelps
Shaun Musil
James Meier
Henry Schwaller IV
Lance Jones

Chairperson Phelps declared that a quorum was present and called the meeting to order.

2. PROCLAMATION – PHYSICAL THERAPY APPRECIATION MONTH: Mayor Phelps read a proclamation recognizing October 2015 as physical therapy appreciation month and encouraged citizens to acknowledge and be aware of the important role that physical therapists and physical therapy assistants play in helping to decrease pain, improve mobility, and engage in healthy lifestyles.

3. MINUTES: There were no corrections or additions to the minutes of the regular session held on September 10, 2015; the minutes stand approved as presented.

4. FINANCIAL STATEMENT: Finance Director, Kim Rupp, presented the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended August 31, 2015. Month-to-date general fund sales tax collections were at \$642,316 which is an increase of \$25,313 as compared to last year. Year-to-date general fund collections are at \$4,979,138, up \$144,728 or 2.83%.

The Finance/City Clerk's Office invested \$3,000,000 of maturing or renewing certificates with a weighted average interest rate of .34%. The portfolio of certificates of deposit on August 31, 2015 totaled \$53,350,000 with a weighted

average interest rate of .26%. The total balance of the Money Market account on August 31, 2015 was \$1,000,000 with a current yield of .20%. Total investments are up \$1,150,000 when compared to this time last year.

Shaun Musil moved, James Meier seconded, that the Financial Statement for the month of August, 2015 be approved.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

5. CITIZEN COMMENTS: There were no comments.

6. CONSENT AGENDA: The following proposed mayoral appointments were presented and are scheduled for approval at the October 22, 2015 City Commission meeting.

Hays Convention and Visitors Bureau Advisory Committee

Sharon Juenemann (Hotel Rep) – unexpired term to expire December 1, 2017
(1st term)

Sean Patel (Hotel Rep) - unexpired term to expire December 1, 2017 (1st term)

NEW BUSINESS

7. USACE SECTION 205 STUDY – SURVEY AND GEOTECHNICAL

SERVICES: The City of Hays entered into a study cost share agreement with the United States Army Corps of Engineers (USACE) under the Section 205 Small Project Program to study the Lincoln Draw watershed. The study will look at potential locations for detention basins within the Lincoln Draw watershed to reduce flood risk within the watershed. The City of Hays is proposing to meet certain obligations under this agreement through in-kind services which will

include work performed by City staff and work contracted to outside engineering firms.

Steven Walters, Stormwater Specialist, reported that City staff issued a request for proposals for land survey and geotechnical services to be contracted as in-kind services as part of the study cost share agreement. The proposed contract will be used to meet the 2015 and part of the 2016 monetary obligations for the cost share agreement. Because the City is looking to contract surveying and geotechnical services directly, the work product will be the property of the City that will be useful even if there is a decision at some point to discontinue the relationship with the US Army Corps of Engineers for the Section 205 Study or potential subsequent project.

City staff negotiated with three firms; Olsson Associates provided the low bid in the amount of \$109,365. The survey work is expected to cost \$46,000 and geotechnical services \$63,365.

Lance Jones moved, Shaun Musil seconded, to direct the City Manager to execute a contract with Olsson Associates for field services in the amount of \$109,365 to be funded out of the Stormwater Reserve Fund.

Vote: Ayes: Eber Phelps
Shaun Musil
James Meier
Henry Schwaller IV
Lance Jones

8. KANSAS WATER POLLUTION CONTROL REVOLVING FUND LOAN

ORDINANCE: As has been discussed for several weeks, the City's wastewater plant is at the end of its useful life and more stringent environmental regulations have forced staff to seek a major improvement project. The facility plan estimates total project costs including financing in the amount of \$30,260,000.

Finance Director, Kim Rupp, reported on several options available to finance the project; general obligation bond, utility revenue bond, and the state revolving fund loan. After review City staff feels the Kansas Water Pollution

Control Revolving Fund (SRF) Loan is the best source of funding the project costs. Mr. Rupp explained the advantages of the SRF loan which include:

1. A subsidized interest rate and administrative fee of between 2.25% and 2.35% is anticipated.
2. There are no closing costs associated with the loan.
3. The loan disbursements are made as needed so the City is not paying interest until it needs the funds.
4. The interest on the loan from the first disbursement until the first principal and interest payment can be capitalized into loan principal.
5. The first full principal and interest payment is not due until two years after the first loan disbursement.
6. The City has 20 years to pay back the loan with semi-annual payments.

James Meier moved, Lance Jones seconded, to approve Ordinance No. 3903 authorizing the Kansas Water Pollution Control Revolving Fund Loan financing the City of Hays Wastewater Treatment Plant Improvements Project in the amount of \$30,260,000.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

9. COMMISSION AUTHORIZATION TO RELEASE \$25,000 FOR AIRPORT

MARKETING: City Manager, Toby Dougherty, updated the Commissioners on the upcoming Airport marketing campaign as well as the process for the 2016 Essential Air Service (EAS) contract bids. He stated because of scheduling conflicts early this year, the City lost its early morning flight for two months and enplanements have decreased since then. The morning flight was restored and we would like to see those using the flight increase. The new campaign will emphasize the convenience, reliability, and affordability of the Hays Regional Airport. He stated we need to get the message out to the public that we need to

utilize our airport; if we don't have enough passengers utilizing the airport we aren't going to have commercial service at the airport to utilize.

There was \$25,000 pledged for marketing efforts for the Hays Regional Airport, and City staff is ready to begin the fall marketing campaign. Because these monies come from City Commission Financial Policy Projects, it requires action of the Commission to release the funds.

Shaun Musil moved, James Meier seconded, to authorize the expenditure of \$25,000 from the Financial Policy Projects line item to fund marketing efforts at the Hays Regional Airport.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

10. REPORT OF THE CITY MANAGER: The City Manager had no additional items to report on.

Shane Scranton, City Manager Office Intern, presented a monthly report of city-related activities, services, and programs.

11. COMMISSION INQUIRIES AND COMMENTS: Commissioner Jones commented he is glad to have the progress report back.

Chairperson Phelps asked if there is an issue with our parks being vandalized.

City Manager, Toby Dougherty, stated it is not out of control, but we do have a normal amount of vandalism.

The meeting was adjourned at 7:14 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 3

MEETING DATE: 10-22-15

TOPIC:

Presentation of Service Awards to City Employees

ACTION REQUESTED:

Presentation by Mayor of 5, 10, 15, 20, 25, 30, 35 and 40 year service awards to City employees.

NARRATIVE:

The Mayor will present service awards to City employees.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mayor Eber Phelps

ADMINISTRATION RECOMMENDATION:

City staff recommends that service awards be presented to those employees being recognized for 5, 10, 15, 20, 25, 30, 35 and 40 years of service.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Employee Service Award List
Career Narratives on Awardees

**City of Hays
2015 Employee Service Awards**

5-Year Awards

Erin Giebler
Johnny Rupp
Travis Hageman

10-Year Awards

J.B. Burkholder
Greg May
Mark Augustine
Stan Moore
Toby Dougherty
David Vilaysing

15-Year Awards

Keith Mermis
John Braun
Troy Basgall
Marvin Honas
Brian Dawson

20-Year Awards

Dustin Degenhardt
Aaron Dome

25-Year Awards

Jeff Gerstner
Dave Bungler

30-Year Awards

Carolyn McCollum-Scantlin
Kurt Arnhold

35-Year Awards

Brenda Kitchen

40-Year Awards

Lori Hertel

City of Hays

2015 Employee Service Awards

5-Year Awards

Erin Giebler – Erin Giebler joined the City of Hays in 2010 as the HR Assistant. A year later she was promoted to Director of Human Resources.

Johnny Rupp – Johnny Rupp started with the Solid Waste Division in 2010 and continues to serve as a Recycling Collector.

Travis Hageman – Travis Hageman began with the Hays Fire Department as a Volunteer Firefighter in 2009. In 2011, Travis was promoted to a Full Time Firefighter.

10-Year Awards

J.B. Burkholder – J.B. Burkholder joined the Hays Police Department in 2005. In 2011 he was promoted to a Uniformed Investigator until 2015 when he took over his current position, Investigator.

Greg May – Firefighter, Greg May, was hired by the Hays Fire Department as a Volunteer Firefighter in 2005 and joined the department full time the following year.

Mark Augustine – Mark Augustine began in the Parks Department as a Parks Maintenance Worker in 2005. Mark was promoted to a Parks Technician in 2009.

Stan Moore – In 2005, Stan Moore joined the Police Department as an Animal Control Officer and continues to serve the City in this position.

Toby Dougherty – Toby Dougherty joined the City of Hays in 2005 as the Assistant City Manager. In 2007 Toby was appointed City Manager.

David Vilaysing – David Vilaysing began his employment with the Hays Police Department in 2005 as a Police Officer. In 2014, David was promoted to Police Corporal for the City of Hays.

15-Year Awards

Keith Mermis – Firefighter, Keith Mermis, joined the Hays Fire Department in 2000.

John Braun – In 2000, John Braun was hired by the City of Hays as an Engineering Technician. In 2003 John was promoted to the Engineering Superintendent and later that year he took over his current position of Assistant Director of Public Works.

Troy Basgall – Troy Basgall began his career at the City of Hays as a Refuse/Recycling Collector in 2000. In 2007 Troy was promoted to a Refuse Driver.

Marvin Honas – Marvin Honas was hired in 2000 as the Solid Waste Superintendent. Marvin has been serving in this position for the last 15 years.

Brian Dawson – Brian Dawson began working as a Police Officer in 2000. In 2001 he was promoted to a School Resource Officer. In 2010 Brian was promoted to Police Lieutenant and the following year he took over his current position, Assistant Chief of Police.

20-Year Awards

Dustin Degenhardt – Dustin Degenhardt joined the City of Hays in 1995 as a Refuse Collector. In 1998, he moved to the Service Division where he served as a Maintenance Worker I, Maintenance Worker II, and his current position, Equipment Operator.

Aaron Dome – Aaron Dome began at the Water Treatment Plant in 1994 where he held positions as a Plant Trainee, Plant Operator I, and Plant Operator II. In 2006 Aaron joined the Hays Fire Department as a Firefighter. Today he serves as Fire Lieutenant.

25-Year Awards

Jeff Gerstner – Jeff Gerstner was hired at the City of Hays in 1990. He has served the City in multiple roles throughout his 25 years. Jeff has served as a Refuse Collector, Meter Reader, Maintenance Worker II and his current position as Utilities Equipment Operator.

Dave Bunger – David Bunger began with the Hays Police Department in 1989 as a Police Officer. In 2005 he took over the responsibilities of a Police Investigator and in 2008 he was promoted to Police Detective.

30-Year Awards

Carolyn McCollum-Scantlin – Carolyn McCollum-Scantlin began with the City of Hays in 1985 as a Dispatcher. She was promoted to Communications Sergeant in 2003 and in 2012 she took over her current Director of the Communications Center duties.

Kurt Arnhold – Kurt Arnhold began as a Utilities Worker in 1985. In 1992 he was promoted to a Meter Reader and in 2003 he was promoted to a Maintenance Worker II where he has served the Service Division and, most recently, the Solid Waste Division.

35-Year Awards

Brenda Kitchen – City Clerk, Brenda Kitchen, was hired by the City of Hays' Clerk's Office in 1980. She has held the Account Clerk I, Account Clerk II, Deputy City Clerk, and City Clerk position.

40-Year Awards

Lori Hertel – In 1975, Lori Hertel joined the City of Hays' Clerk's Office. She began as an Account Clerk I and was promoted to Account Clerk II before taking over her current position, Accounting Specialist.

Memo

DATE: October 15, 2015
TO: Toby Dougherty, City Manager
CC:
FROM: Kim Rupp, Finance Director
RE: September 2015 Monthly Financial

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended September 30, 2015.

Period to Date Financial Performance

Revenues in September totaled \$2,442,355 a decrease of \$61,393 compared to the same period as last year.

- Notable areas of increased revenue compared to September 2014
 - Miscellaneous revenue for General Government Revenues increased \$16,801. That is due to the timing of receipts of the cost share with Ellis County for the GIS position expenditures.
 - Water sales and conservation was up \$30,745 for September. Month to date residential and business water consumption was up 6.39%. YTD consumption is up just 1.05%.
- Notable areas of revenue decrease compared to September 2014
 - The only thing of note is the TIF proceeds from the Home Depot development was down \$65,000 due to the discovery and correction of a posting error this time last year.

Expenditures in September totaled \$1,331,594 which is a decrease of \$198,351 as compared to 2014.

- Notable areas of increased expenditures compared to September 2014
 - The lawn rebate program remains popular therefore the projects line for the water conservation budget is up again \$6800 as compared to last year.
 - Hydrant and meters expenditures for water are up \$21,000 due to the purchase of a supply of meter pits, registers, repair clamps, couplings and flanges.

- Notable areas of decreased expenditures compared to September 2014
 - Electricity for buildings and grounds fell \$26,500 due to the timing of billing this month last year.
 - City manager contingency was off \$24,000 as compared to last year due to the emergency purchase of an HVAC system for City Hall at this time in 2014.
 - Fire department general supplies was down as compared to last year about \$9900 due in large part to the purchase of bunker gear in 2014.
 - General supplies and materials was off \$19,000 for the public works service division due to the purchase of rubberized crack sealant material at this time last year.
 - Solid waste other contractals fell \$26,000 simply due to the timing of the county landfill monthly billing.
 - The Water projects line went down \$40,525 as compared to last year due to the purchase of a boiler in Sept 2014.

MTD general fund sales tax collections were at \$644,750 which is a slight decrease of \$2,376 as compared to last year. YTD general fund collections are at \$5,623,888, up \$142,352 or 2.6%.

The report of quarter to date (QTD) sales tax collections by industry classification was up \$32,954 or 1.71%. These top ten now represent 71% of the total QTD sales tax distribution.

The Finance/City Clerk's office invested \$5,500,000 of maturing or renewing certificates with an astounding weighted average interest rate of .41%. The portfolio of certificates of deposit on September 30, 2015 totaled \$53,600,000 with a weighted average interest rate of .28%. The total balance of the Money Market account on September 30, 2015 was \$1,000,000 with a current yield of .20%. Total investments are down \$100,000 when compared to this time last year.

FINANCIAL STATEMENT CITY OF HAYS, KANSAS

This Document is for Internal Use and Represents Un-audited Figures

As of September 30, 2015

CASH BALANCE

Total Cash in All Funds	\$55,916,170.58
-------------------------	-----------------

STATEMENT OF CREDITS

Checking Accounts with Banks	\$1,814,670.58
Money Market Accounts	\$500,000.00
Investments	\$53,600,000.00
Cash in Office	<u>\$1,500.00</u>
TOTAL	\$55,916,170.58

STATEMENT OF CURRENT OBLIGATIONS

General Obligation Bonds	\$11,940,000.00
Temporary Notes	\$0.00
State Revolving Loan Fund	\$0.00
Revenue Bonds	\$3,100,000.00
Lease Purchase Agreements	<u>\$0.00</u>
	\$15,040,000.00

**CITY OF HAYS
INVESTMENTS AS OF
9/30/2015**

<u>Commerce Bank</u> <u>CD #</u>	<u>Certificates of Deposit</u>	<u>Date Issued</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Interest at Maturity</u>
304	1,000,000.00	9/14/2014	12/14/2015	0.25%	3,123.29
676	1,000,000.00	10/19/2014	1/19/2016	0.25%	3,130.14
803	1,000,000.00	11/20/2014	1/20/2016	0.25%	2,917.81
455	1,500,000.00	12/30/2014	2/5/2016	0.19%	3,056.33
099	2,200,000.00	1/30/2015	3/4/2016	0.19%	4,449.12
633	2,000,000.00	9/4/2015	9/2/2016	0.35%	6,980.82

Sunflower Bank
CD #

Certificates of Deposit

Equity Bank
CD #

Certificates of Deposit

692	2,500,000.00	6/13/2014	10/2/2015	0.23%	7,498.63
719	1,400,000.00	7/25/2014	10/16/2015	0.23%	3,699.40
737	2,000,000.00	8/8/2014	10/30/2015	0.22%	5,425.10
908	1,000,000.00	11/10/2014	11/6/2015	0.25%	2,452.82
746	1,500,000.00	8/29/2014	11/13/2015	0.23%	4,168.36
935	750,000.00	11/14/2014	11/20/2015	0.20%	1,517.03
764	2,000,000.00	9/5/2014	11/27/2015	0.24%	5,866.96
809	1,000,000.00	9/30/2014	12/11/2015	0.22%	2,645.95
818	1,000,000.00	10/3/2014	12/23/2015	0.22%	2,700.44
863	1,200,000.00	10/31/2014	1/8/2016	0.23%	3,267.48
079	1,500,000.00	1/23/2015	1/22/2016	0.20%	3,006.74
989	1,300,000.00	12/12/2014	1/22/2016	0.30%	4,338.08
052	1,250,000.00	1/9/2015	2/19/2016	0.28%	3,907.05
088	1,500,000.00	1/23/2015	2/24/2016	0.25%	4,062.45
205	500,000.00	2/27/2015	3/18/2016	0.20%	1,060.07
232	1,300,000.00	3/6/2015	4/1/2016	0.29%	4,034.92
250	1,000,000.00	3/20/2015	4/15/2016	0.29%	3,125.26
268	3,000,000.00	4/3/2015	4/29/2016	0.28%	9,118.03
376	1,000,000.00	6/1/2015	5/30/2016	0.35%	3,480.44
286	3,300,000.00	4/17/2015	5/31/2016	0.29%	10,712.79
457	2,000,000.00	6/8/2015	6/10/2016	0.33%	6,654.25
520	3,000,000.00	6/12/2015	6/24/2016	0.35%	10,905.04
673	1,200,000.00	6/30/2015	7/8/2016	0.33%	4,045.35
763	1,000,000.00	7/10/2015	7/22/2016	0.33%	3,427.89
42	3,000,000.00	8/14/2015	8/19/2016	0.34%	10,337.18
889	1,200,000.00	7/24/2015	8/29/2016	0.33%	4,711.99
159	1,000,000.00	9/11/2015	9/16/2016	0.43%	4,391.01
258	2,500,000.00	9/18/2015	9/30/2016	0.46%	11,857.81

Astra Bank
CD #

Certificates of Deposit

Emprise Bank
CD#

Certificates of Deposit

Bank of Hays
CD#

Certificates of Deposit

53,600,000.00

166,076.03

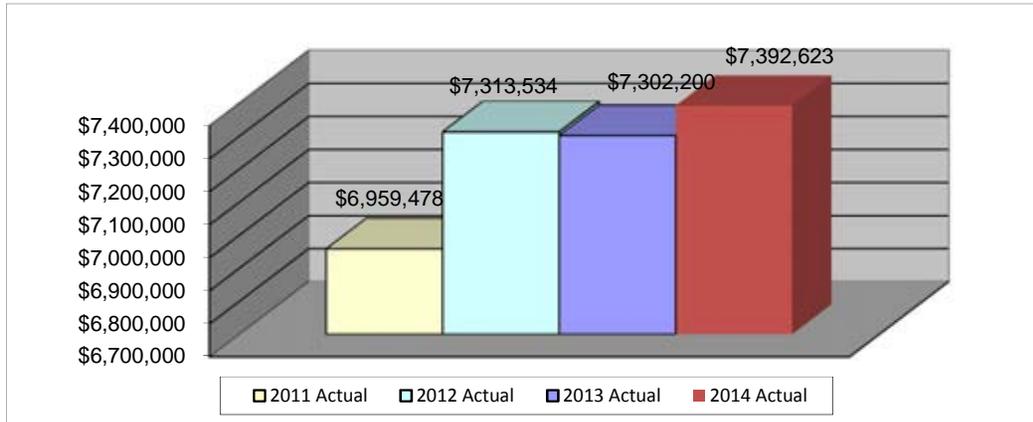
<u>Astra Bank</u> MMA	0.03%
<u>Commerce Bank</u> MMA	500,000.00 0.20%

SALES TAX RECEIPTS
City of Hays
General Fund 1.25%

	2011 actual	2012 actual	2013 actual	2014 actual	2015 actual	Change from 2014	YTD % Change from 2014
January	\$543,135	\$611,353	\$630,469	\$ 591,886	\$ 624,116	\$32,230	5.45%
February	\$686,869	\$702,298	\$687,316	\$ 693,745	\$ 735,385	\$41,640	5.75%
March	\$576,013	\$563,583	\$561,055	\$ 555,681	\$ 566,182	\$10,501	4.58%
April	\$460,066	\$509,945	\$523,623	\$ 519,570	\$ 551,785	\$32,215	4.94%
May	\$569,624	\$611,234	\$591,279	\$ 597,391	\$ 600,238	\$2,847	4.04%
June	\$573,474	\$608,325	\$567,547	\$ 609,416	\$ 623,166	\$13,750	3.73%
July	\$570,421	\$621,448	\$679,311	\$ 649,718	\$ 635,949	(\$13,769)	2.83%
August	\$555,561	\$671,019	\$651,955	\$ 617,003	\$ 642,316	\$25,313	2.99%
September	\$573,336	\$572,295	\$611,782	\$ 647,126	\$ 644,750	(\$2,376)	2.60%
October	\$648,649	\$648,340	\$650,165	\$ 643,573			
November	\$580,035	\$638,490	\$553,637	\$ 652,440			
December	\$622,295	\$555,204	\$594,061	\$ 615,074			

TOTALS \$6,959,478 \$7,313,534 \$7,302,200 \$7,392,623 \$5,623,887 \$142,351
 9.97% 5.09% -0.15% 1.24%

Total Inc/dec compared to previous year



2013 - 2014 - 2015 6 month running avg	
January	3.99%
February	6.02%
March	5.43%
April	6.73%
May	3.95%
June	3.73%
July	2.40%
August	2.00%
September	1.59%
October	
November	
December	

**General Fund revenues provide funding for City services including police, fire, street, parks, swimming pool and golf course. It also provides funding to outside agencies such as Economic Development, Downtown Hays Development, United Way CARE Council and Fort Hays State Scholarships.

Sales Tax Collections by Industry Classification - Top Ten
 QTD 2014-2015 July, August, September

	2014	2015	\$\$ inc/dec	% inc/dec	% of 2013 Total
452 General Merchandise Stores	\$467,997	\$463,220	(\$4,777)	-1.02%	16.81%
441 Motor Vehicle and Parts Dealers	\$430,626	\$432,940	\$2,314	0.54%	15.72%
722 Food Services and Drinking Places	\$265,941	\$282,302	\$16,361	6.15%	10.25%
444 Building Material and Garden Supply	\$245,237	\$228,270	(\$16,967)	-6.92%	8.29%
445 Food and Beverage	\$155,902	\$166,105	\$10,203	6.54%	6.03%
517 Telecommunications	\$63,008	\$76,931	\$13,923	22.10%	2.79%
448 Clothing and Clothing Accessories	\$86,800	\$79,089	(\$7,711)	-8.88%	2.87%
423 Merchant Wholesalers, Durable Goods	\$98,225	\$92,484	(\$5,741)	-5.84%	3.36%
721 Accommodation	\$66,685	\$89,998	\$23,313	34.96%	3.27%
451 Sporting Goods, Hobby, Book & Music	\$42,929	\$44,965	\$2,036	4.74%	1.63%
	\$1,923,350	\$1,956,304	\$32,954	1.71%	71.01%

QUARTERLY STATEMENT OF CITY TREASURER
7/1/2015 THROUGH 9/30/2015

FUND	BALANCE 7/1/2015	RECEIPTS	DISBURSEMENTS	BALANCE 9/30/2015
Cash Drawer	\$1,500.00			\$1,500.00
General	\$5,858,283.86	2,488,008.93	2,146,024.23	\$6,200,268.56
Petty Cash	\$1,000.00			\$1,000.00
Reserve Budget Stabilization	\$3,221,180.75			\$3,221,180.75
Library	\$539,323.31	92,099.08	534,786.54	\$96,635.85
Airport	\$179,083.60	63,839.41	42,943.07	\$199,979.94
Public Safety Equipment	\$744,048.24	33,025.78	365,848.96	\$411,225.06
Employee Benefit Contribution	\$2,429,542.23	223,606.21	1,046,747.85	\$1,606,400.59
Special Highway	\$334,351.09	148,471.94	362,279.02	\$120,544.01
Special Park & Recreation	\$237,264.68	33,307.93	17,780.61	\$252,792.00
Special Alcohol Program	\$117,080.51	33,307.93	30,000.00	\$120,388.44
Convention & Tourism	\$540,413.40	234,472.41	114,506.35	\$660,379.46
New Equipment Reserve	\$3,560,986.42	1,594.60	(360,127.00)	\$3,922,708.02
Grants	\$0.00			\$0.00
Library Employee Benefit	\$78,243.43	13,780.44	77,600.39	\$14,423.48
Golf Course Improvement	\$70,112.22	442.00	(156.42)	\$70,710.64
Park Development - Green Space	\$5,026.93			\$5,026.93
DOJ Program	\$1,210.51			\$1,210.51
Sports Complex	\$2,038,510.73	55,000.00	164,175.68	\$1,929,335.05
Stormwater Management	\$465,992.39	0.00	(114,265.34)	\$580,257.73
Parks Improvement Fund	\$49,810.20	13,816.65	3,000.00	\$60,626.85
Ellis Co. Sales Tax	\$0.00	458,258.76	458,258.76	\$0.00
City Capital Reserve	\$1,841,278.38	0.00	(123,697.00)	\$1,964,975.38
Capital Projects	\$718,231.13	1,337,373.20	1,790,189.69	\$265,414.64
Airport Improvement	\$295,096.11	7,990.31	179,858.13	\$123,228.29
Bond & Interest	\$1,123,311.55	93,241.32	1,033,181.26	\$183,371.61
TDD Sales Tax	\$23,965.11	67,173.52	66,611.37	\$24,527.26
Home Depot Econ Dev Bds	\$262,832.89	47,600.49	170,261.88	\$140,171.50

FUND	BALANCE 7/1/2015	RECEIPTS	DISBURSEMENTS	BALANCE 9/30/2015
Home Depot Econ Dev Bds (Cash Restr.)	\$24,608.90			\$24,608.90
48th/Roth Ave. - CID	\$15,045.22	33,290.96	21,306.53	\$27,029.65
The Mall CID	\$15,723.50	46,398.25	0.00	\$62,121.75
				\$0.00
Restricted Cash - 2009 A Bonds	\$65,352.00			\$65,352.00
Sales Tax (Cash Reserve)	\$25,273,810.68	40.00	(2,038,966.10)	\$27,312,816.78
Water & Sewer	\$5,151,145.21	2,908,340.74	3,665,286.38	\$4,394,199.57
Water & Sewer (Bond & Interest Reserve)	\$102,030.92	0.00	102,030.92	\$0.00
Water & Sewer (Bond Reserve Account)	\$0.00			\$0.00
Water & Sewer (Capital Reserve)	\$672,523.07	0.00	48,896.00	\$623,627.07
Water & Sewer(Reserve 2009A)	\$565,487.04	0.00	249,767.53	\$315,719.51
Solid Waste Fund	\$308,896.25	5,910.51	(77,229.00)	\$392,035.76
Solid Waste Reserve	\$322,255.56	0.00	(86,765.00)	\$409,020.56
Fire Insurance Trust	\$0.00			\$0.00
	\$0.00			\$0.00
Municipal Court Agency Fund	\$115,395.52	0.00	4,039.04	\$111,356.48
	<u><u>\$82,107,633.21</u></u>	<u><u>\$13,886,802.28</u></u>	<u><u>\$17,899,982.36</u></u>	<u><u>\$78,094,453.13</u></u>

City of Hays Revenues
Month of September 2015

	<u>Budgeted</u> 2015	<u>Collections</u> Current Mo.	<u>Collections</u> To Date	<u>Balance</u>
General				
<u>CULTURE & RECREATION REVENUES</u>				
Total Revenues	\$432,061.00	\$49,879.12	\$385,799.16	(\$46,261.84)
<u>GENERAL GOVERNMENT REVENUES</u>				
Total Revenues	\$11,156,895.00	\$807,264.44	\$9,003,477.29	(\$2,153,417.71)
<u>PUBLIC SAFETY REVENUES</u>				
Total Revenues	\$613,000.00	\$50,092.50	\$454,752.64	(\$158,247.36)
<u>PUBLIC WORKS REVENUES</u>				
Total Revenues	\$10,300.00	\$850.00	\$12,420.00	\$2,120.00
Library				
<u>LIBRARY FUND REVENUES</u>				
Total Revenues	\$1,217,200.00	\$93,005.26	\$1,264,596.59	\$47,396.59
Airport				
<u>AIRPORT FUND REVENUES</u>				
Total Revenues	\$350,506.00	\$29,157.50	\$336,462.96	(\$14,043.04)
Employee Benefit				
<u>EMPLOYEE BENEFIT REVENUES</u>				
Total Revenues	\$3,645,213.00	\$195,360.12	\$3,577,979.97	(\$67,233.03)
Special Highway				
<u>SPECIAL HIGHWAY REVENUES</u>				
Total Revenues	\$584,600.00	\$0.00	\$439,696.34	(\$144,903.66)
Special Park & Rec				
<u>SPECIAL PRK & REC REVENUES</u>				
Total Revenues	\$132,061.00	\$33,307.93	\$96,688.56	(\$35,372.44)
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND REVENUES</u>				
Total Revenues	\$132,061.00	\$33,307.93	\$96,688.58	(\$35,372.42)
Convention & Visitors Bureau				
<u>CONVENTION & VISITOR'S REVENUE</u>				
Total Revenues	\$810,000.00	\$3,287.00	\$615,448.93	(\$194,551.07)
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT REVENUES</u>				
Total Revenues	\$178,703.00	\$13,913.20	\$185,978.34	\$7,275.34
Risk Management				
<u>RISK MANAGEMENT REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Golf Course Improvement				
<u>GOLF COURSE IMPR. FUND REVENUE</u>				
Total Revenues	\$0.00	\$459.14	\$18,975.46	\$18,975.46
Park Development				
<u>PARK DEVELOPMENT FUND-REVENUE</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
DOJ Program				
<u>DOJ PROGRAM-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Sports Complex				
<u>SPORTS COMPLEX-REVENUES</u>				
Total Revenues	\$0.00	\$55,000.00	\$71,000.00	\$71,000.00
<u>STORMWATER MANAGEMENT REVENUES</u>				
Total Revenues	\$783,500.00	\$59,316.52	\$600,738.49	(\$182,761.51)

	<u>Budgeted</u> <u>2015</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>
<u>PARKS IMPROVEMENT FUND-REVENUE</u>				
Total Revenues	\$0.00	\$0.00	\$61,705.17	\$61,705.17
<u>ELLIS CO. SALES TAX-REVENUES</u>				
Total Revenues	\$0.00	\$153,879.05	\$1,352,856.78	\$1,352,856.78
Bond & Interest				
<u>BOND & INTEREST REVENUES</u>				
Total Revenues	\$1,284,937.00	\$93,867.49	\$1,351,921.24	\$66,984.24
TDD Sales Tax				
<u>TDD SLS TAX REVENUES</u>				
Total Revenues	(\$56,562.92)	\$25,227.26	\$179,368.88	\$235,931.80
Home Depot Economic Dev Bonds				
<u>H DEPOT-ECON DEV BND-REVENUES</u>				
Total Revenues	\$219,317.00	\$19,636.49	\$187,229.15	(\$32,087.85)
48th/Roth Ave. - CID				
<u>48TH/ROTH AVE CID-REVENUES</u>				
Total Revenues	\$0.00	\$10,482.60	\$71,234.17	\$71,234.17
Water & Sewer				
<u>WATER & SEWER FUND REVENUES</u>				
Total Revenues	\$8,767,510.00	\$760,216.01	\$6,541,536.51	(\$2,225,973.49)
Solid Waste				
<u>SOLID WASTE FUND REVENUES</u>				
Total Revenues	\$1,293,000.00	\$108,724.47	\$980,270.26	(\$312,729.74)
Fire Insurance Trust				
<u>FIRE INS TRUST REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	<u><u>\$31,554,301.08</u></u>	<u><u>\$2,596,234.03</u></u>	<u><u>\$27,886,825.47</u></u>	<u><u>(\$3,667,475.61)</u></u>

City of Hays Expenditures
Month of September 2015

	<u>Budgeted</u> 2015	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	<u>Balance</u>
General				
<u>BALLFIELD MAINTENANCE</u>				
Total Expenditures	\$36,300.00	\$864.62	\$13,877.66	\$22,422.34
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
Total Expenditures	\$226,051.00	\$9,135.24	\$135,356.41	\$90,694.59
<u>BUILDINGS & GROUNDS</u>				
Total Expenditures	\$517,060.00	\$12,503.99	\$344,382.85	\$172,677.15
<u>CEMETERIES</u>				
Total Expenditures	\$20,300.00	\$43.98	\$6,357.15	\$13,942.85
<u>CITY ATTORNEY</u>				
Total Expenditures	\$101,000.00	\$10,850.00	\$93,158.35	\$7,841.65
<u>CITY COMMISSION</u>				
Total Expenditures	\$1,489,034.00	\$868.47	\$20,499.69	\$1,468,534.31
<u>CITY MANAGER</u>				
Total Expenditures	\$486,957.00	\$22,891.49	\$312,257.76	\$174,699.24
<u>DISPATCH</u>				
Total Expenditures	\$565,122.00	\$36,173.95	\$376,787.19	\$188,334.81
<u>ECONOMIC DEVELOPMENT</u>				
Total Expenditures	\$229,378.00	\$175.00	\$219,493.92	\$9,884.08
<u>FINANCE/CITY CLERK</u>				
Total Expenditures	\$380,503.00	\$23,582.06	\$275,949.27	\$104,553.73
<u>FIRE DEPARTMENT</u>				
Total Expenditures	\$1,431,603.00	\$91,223.92	\$995,054.40	\$436,548.60
<u>FLEET MAINTENANCE</u>				
Total Expenditures	\$883,076.00	\$43,424.25	\$396,387.26	\$486,688.74
<u>GOLF COURSE</u>				
Total Expenditures	\$415,929.00	\$20,101.71	\$242,866.58	\$173,062.42
<u>HUMAN RESOURCES</u>				
Total Expenditures	\$204,859.00	\$12,625.73	\$122,545.44	\$82,313.56
<u>INFORMATION TECHNOLOGY</u>				
Total Expenditures	\$545,925.00	\$32,939.62	\$374,549.02	\$171,375.98
<u>INTERGOVERNMENTAL ACCOUNT</u>				
Total Expenditures	\$342,500.00	\$4,919.78	\$283,446.06	\$59,053.94
<u>MUNICIPAL COURT</u>				
Total Expenditures	\$160,213.00	\$11,381.49	\$105,098.51	\$55,114.49
<u>P.W.-GENERAL ADMINISTRATION</u>				
Total Expenditures	\$288,856.00	\$18,790.13	\$201,331.61	\$87,524.39
<u>PARKS & PLAYGROUNDS</u>				
Total Expenditures	\$871,761.00	\$59,367.01	\$628,966.49	\$242,794.51
<u>PLANNING INSPECTION ENFORCEMEN</u>				
Total Expenditures	\$363,790.00	\$24,499.14	\$246,426.26	\$117,363.74
<u>POLICE DEPARTMENT</u>				
Total Expenditures	\$2,117,871.00	\$151,976.93	\$1,448,123.41	\$669,747.59
<u>PUBLIC WORKS-SERVICE DIVISION</u>				
Total Expenditures	\$933,563.00	\$51,628.10	\$516,525.66	\$417,037.34
<u>QUALITY OF LIFE</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>SOCIAL SERVICES</u>				
Total Expenditures	\$164,000.00	\$0.00	\$164,000.00	\$0.00
<u>SWIMMING POOL</u>				
Total Expenditures	\$100,700.00	\$6,385.78	\$58,413.65	\$42,286.35
Library				
<u>LIBRARY FUND EXPENDITURES</u>				
Total Expenditures	\$1,245,388.00	\$906.18	\$1,244,967.80	\$420.20
Airport				
<u>AIRPORT FUND EXPENDITURES</u>				
Total Expenditures	\$381,649.00	\$10,465.48	\$246,064.64	\$135,584.36

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>To Date</u>	<u>Balance</u>
Employee Benefit				
<u>EMPLOYEE BENEFIT EXPENDITURES</u>				
Total Expenditures	\$4,222,002.00	\$282,207.12	\$3,067,116.63	\$1,154,885.37
Special Highway				
<u>SPECIAL HIGHWAY EXPENDITURES</u>				
Total Expenditures	\$708,082.00	\$5,432.65	\$547,195.25	\$160,886.75
Special Park & Rec				
<u>SPECIAL PRK & REC EXPENDITURES</u>				
Total Expenditures	\$283,679.00	\$6,771.50	\$71,093.19	\$212,585.81
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND EXPENDITURES</u>				
Total Expenditures	\$316,686.00	\$0.00	\$151,834.00	\$164,852.00
Convention & Visitors Bureau				
<u>CVB EXPENDITURES</u>				
Total Expenditures	\$1,226,536.00	\$36,905.34	\$522,934.50	\$703,601.50
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT EXPENDITURES</u>				
Total Expenditures	\$181,993.00	\$132.76	\$181,832.36	\$160.64
Risk Management				
<u>RISK MGT. FUND EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Golf Course Improvement				
<u>GOLF COURSE IMPR. EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$11,987.44	(\$11,987.44)
Park Development				
<u>PARK DEVELOPMENT EXPENDITURES</u>				
Total Expenditures	\$5,027.00	\$0.00	\$0.00	\$5,027.00
DOJ Program				
<u>DOJ-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$125.00	(\$125.00)
Sports Complex				
<u>SPORTS COMPLEX-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$16,522.00	(\$16,522.00)
<u>STORMWATER MANAGEMENT EXPENDITURES</u>				
Total Expenditures	\$911,574.00	\$10,596.96	\$165,682.52	\$745,891.48
<u>PARKS IMPROVEMENT FUND-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$3,000.00	\$39,917.78	(\$39,917.78)
<u>ELLIS CO. SALES TAX-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$153,879.05	\$1,352,856.78	(\$1,352,856.78)
City Capital Reserve				
<u>CTY COMMISSION CPTL RSRV EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$917,575.27	(\$917,575.27)
Bond & Interest				
<u>BOND & INTEREST EXPENDITURES</u>				
Total Expenditures	\$1,452,648.00	\$626.17	\$1,391,718.12	\$60,929.88
TDD Sales Tax				
<u>TDD SLS TAX EXPENDITURES</u>				
Total Expenditures	\$0.00	\$20,207.08	\$200,679.90	(\$200,679.90)
Home Depot Economic Dev Bonds				
<u>H DEPOT ECON DEV BND-EXPENDITURES</u>				
Total Expenditures	\$215,524.00	\$0.00	\$215,523.76	\$0.24
48th/Roth Ave. - CID				
<u>48TH/ ROTH AVE CID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$47,585.16	(\$47,585.16)
Mall CID				
<u>THE MALL CID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$3,465.00	(\$3,465.00)

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>To Date</u>	<u>Balance</u>
Water & Sewer				
<u>DEBT SERVICE</u>				
Total Expenditures	\$419,070.00	\$34,922.49	\$314,302.41	\$104,767.59
<u>DEBT SERVICE - SALES TAX</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>UTILITIES DEPT./WATER CONSERV.</u>				
Total Expenditures	\$270,331.00	\$16,632.24	\$137,003.15	\$133,327.85
<u>W/S NON-OPERATING EXPENDITURES</u>				
Total Expenditures	\$6,067,790.00	\$42,125.30	\$2,345,749.24	\$3,722,040.76
<u>WASTEWATER TREATMENT & COLL.</u>				
Total Expenditures	\$1,143,791.00	\$56,390.20	\$644,908.18	\$498,882.82
<u>WATER PRODUCTION & DIST.</u>				
Total Expenditures	\$1,693,935.00	\$125,323.30	\$1,129,795.33	\$564,139.67
Solid Waste				
<u>SOLID WASTE FUND EXPENDITURE</u>				
Total Expenditures	\$1,401,604.00	\$32,597.16	\$956,895.77	\$444,708.23
Fire Insurance Trust				
<u>FIRE INS TRUST EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	<u><u>\$35,023,660.00</u></u>	<u><u>\$1,485,473.37</u></u>	<u><u>\$23,507,185.78</u></u>	<u><u>\$11,516,474.22</u></u>

GENERAL FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	6,200,268.56
Petty Cash	1,000.00
Cash Drawer	1,500.00
Reserve-Budget Stabilization	3,221,180.75
Accts. Receivable-Police Court	98,605.17
Accts. Receivable-Misc. Sources	0.00

TOTAL ASSETS

9,522,554.48

LIABILITIES

Accounts Payable	1,400.00
Control Pay Payable	0.00
Accrued Payroll	228,413.85
Accrued Vacation/PTO	463,090.93
Accrued Sick Leave Payout	30,542.51
Accrued Comp Time	0.00
W/H -Payable	
State W/H Payable	
FICA/Med Payable	
KPERS-Payable	
Prior Year Encumbrance	0.00
Lease Purchase Agreements	0.00

TOTAL LIABILITIES

723,447.29

FUND BALANCE

Revenues	9,852,547.02
Expenditures	-7,566,818.42
Fund Balance Reserved for Enc	12,174.68
Fund Balance Unreserved	3,280,023.16
Bdgt Stabilization Reserved Fund Bl	3,221,180.75

TOTAL FUND BALANCE

8,799,107.19

TOTAL LIABILITIES

& FUND BALANCE

9,522,554.48

LIBRARY FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

96,635.85

TOTAL ASSETS

96,635.85

FUND BALANCE

Revenues

1,264,596.59

Expenditures

-1,244,967.80

Fund Balance Unreserved

77,007.06

TOTAL FUND BALANCE

96,635.85

AIRPORT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	199,979.94
Accts. Receivable	0.00
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	<u>199,979.94</u>

LIABILITIES

Control Pay Payable	0.00
Accounts Payable	0.00
Accrued Payroll	2,887.80
Accrued Vacation/PTO	3,205.42
Accrued Sick Leave Payout	
Prior Year Encumbrance	0.00
TOTAL LIABILITIES	<u>6,093.22</u>

FUND BALANCE

Revenues	336,462.96
Expenditures	-236,744.27
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	94,168.03
TOTAL FUND BALANCE	<u>193,886.72</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>199,979.94</u></u>
-------------------------------------------------	---------------------------------

PUBLIC SAFETY EQUIPMENT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

411,225.06

TOTAL ASSETS

411,225.06

LIABILITIES:

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

461,561.34

Expenditures

-118,916.63

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

68,580.35

TOTAL FUND BALANCE

411,225.06

EMPLOYEE BENEFIT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	1,606,400.59
Accts. Receivable	0.00
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	<u>1,606,400.59</u>

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	3,577,979.97
Expenditures	-3,002,432.89
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	1,030,853.51
TOTAL FUND BALANCE	<u>1,606,400.59</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>1,606,400.59</u></u>
-------------------------------------------------	-----------------------------------

SPECIAL HIGHWAY FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	120,544.01
Grants Receivable	0.00
TOTAL ASSETS	<u>120,544.01</u>

LIABILITIES

Accounts Payable	0.00
Control Pay Payable	0.00
Due To Other Funds	0.00
Prior Year Encumbrance	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	439,696.34
Expenditures	-546,757.35
Fund Balance Reserved for Enc	4,584.75
Fund Balance Unreserved	223,020.27
TOTAL FUND BALANCE	<u>120,544.01</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>120,544.01</u></u>
-------------------------------------------------	---------------------------------

SPECIAL PARK & RECREATION FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

252,792.00

TOTAL ASSETS

252,792.00

LIABILITIES

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

96,688.56

Expenditures

-69,968.19

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

226,071.63

TOTAL FUND BALANCE

252,792.00

TOTAL LIABILITIES

& FUND BALANCE

252,792.00

SPECIAL ALCOHOL FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

120,388.44

TOTAL ASSETS

120,388.44

LIABILITIES

Accrued Payroll

0.00

Accrued Vacation

0.00

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

96,688.58

Expenditures

-151,834.00

Fund Balance Unreserved

175,533.86

TOTAL FUND BALANCE

120,388.44

**TOTAL LIABILITIES
& FUND BALANCE**

120,388.44

CONVENTION & VISITOR'S BUREAU FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	660,379.46
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	<u>660,379.46</u>

LIABILITIES

Accounts Payable	0.00
Accrued Payroll	2,822.85
Accrued Vacation/PTO	4,773.68
Accrued Comp Time	0.00
Prior Year Encumbrance	0.00
TOTAL LIABILITIES	<u>7,596.53</u>

FUND BALANCE

Revenues	615,448.93
Expenditures	-507,425.34
Fund Balance Reserved for Enc	14,500.00
Fund Balance Unreserved	530,259.34
TOTAL FUND BALANCE	<u>652,782.93</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>660,379.46</u></u>
-------------------------------------------------	---------------------------------

NEW EQUIPMENT RESERVE FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

3,922,708.02

TOTAL ASSETS

3,922,708.02

LIABILITIES

Accounts Payable

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

375,065.59

Expenditures

-133,878.50

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

3,681,520.93

TOTAL FUND BALANCE

3,922,708.02

**TOTAL LIABILITIES
& FUND BALANCE**

3,922,708.02

GRANTS- MULTI FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash		0.00
Loan Receivable		0.00
	TOTAL ASSETS	0.00

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		1,526.85
Expenditures		-1,526.85
Fund Balance Unreserved		
	TOTAL FUND BALANCE	0.00
	TOTAL LIABILITIES & FUND BALANCE	0.00

LIBRARY EMPLOYEE BENEFIT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

14,423.48

TOTAL ASSETS

14,423.48

FUND BALANCE

Revenues

185,978.34

Expenditures

-181,832.36

Fund Balance Unreserved

10,277.50

TOTAL FUND BALANCE

14,423.48

GOLF COURSE IMPROVEMENT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

	70,710.64
TOTAL ASSETS	<u>70,710.64</u>

LIABILITIES

Accounts Payable

	<u>0.00</u>
TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues

18,966.89

Expenditures

-11,987.44

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

63,731.19

TOTAL FUND BALANCE	<u>70,710.64</u>
---------------------------	-------------------------

TOTAL LIABILITIES & FUND BALANCE	<u><u>70,710.64</u></u>
-------------------------------------------------	--------------------------------

PARK DEVELOPMENT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

5,026.93

TOTAL ASSETS

5,026.93

FUND BALANCE

Revenues

Expenditures

Fund Balance Reserved for Enc

Fund Balance Unreserved

0.00

5,026.93

TOTAL FUND BALANCE

5,026.93

DEPT. OF JUSTICE

9/30/2015

BALANCE SHEET

ASSETS:

Cash

1,210.51

TOTAL ASSETS

1,210.51

LIABILITIES

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

Expenditures

-125.00

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

1,335.51

TOTAL FUND BALANCE

1,210.51

SPORTS COMPLEX FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	1,929,335.05
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	
TOTAL ASSETS	<u>1,929,335.05</u>

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	71,000.00
Expenditures	-16,522.00
Fund Balance Reserved for Encumbrances	0.00
Fund Balance Unreserved	1,874,857.05
TOTAL FUND BALANCE	<u>1,929,335.05</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>1,929,335.05</u></u>
-------------------------------------------------	-----------------------------------

STORMWATER MANAGEMENT

9/30/2015

BALANCE SHEET

ASSETS:

Cash	580,257.73
Due From Other Funds	58,951.34
TOTAL ASSETS	<u>639,209.07</u>

LIABILITIES

Accounts Payable	0.00
Control Pay Payable	0.00
Accrued Payroll	1,568.21
TOTAL LIABILITIES	<u>1,568.21</u>

FUND BALANCE

Revenues	600,738.49
Expenditures	-163,697.44
Fund Balance Reserved for Encumbrances	6,239.35
Fund Balance Unreserved	194,360.46
TOTAL FUND BALANCE	<u>637,640.86</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>639,209.07</u></u>
-------------------------------------------------	---------------------------------

PARKS IMPROVEMENT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash		60,626.85
Accts. Receivable		0.00
	TOTAL ASSETS	60,626.85

LIABILITIES

Accounts Payable		0.00
Due To Other Accounts		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		61,705.17
Expenditures		-39,917.78
Fund Balance Reserved for Enc		0.00
Fund Balance Unreserved		38,839.46
	TOTAL FUND BALANCE	60,626.85

	TOTAL LIABILITIES & FUND BALANCE	60,626.85
--	-------------------------------------------------	------------------

ELLIS COUNTY SALES TAX

9/30/2015

BALANCE SHEET

ASSETS:

Cash		0.00
Due From Other Funds		
	TOTAL ASSETS	0.00

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		1,352,856.78
Expenditures		-1,352,856.78
Fund Balance Reserved		0.00
Fund Balance Unreserved		0.00
	TOTAL FUND BALANCE	0.00

	TOTAL LIABILITIES & FUND BALANCE	0.00
--	-------------------------------------------------	-------------

CITY COMMISSION CAPITAL RESERVE

9/30/2015

BALANCE SHEET

ASSETS:

Cash		1,964,975.38
Due From Other Funds		
	TOTAL ASSETS	<u>1,964,975.38</u>

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues		
Expenditures		-917,575.27
Fund Balance Reserved		0.00
Fund Balance Unreserved		2,882,550.65
	TOTAL FUND BALANCE	<u>1,964,975.38</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>1,964,975.38</u></u>
--	-------------------------------------------------	-----------------------------------

CAPITAL PROJECTS FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	265,414.64
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	0.00
TOTAL ASSETS	<u>265,414.64</u>

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	1,479,173.20
Expenditures	-1,901,664.59
Fund Balance Reserved for Enc	442,130.30
Fund Balance Unreserved	245,775.73
TOTAL FUND BALANCE	<u>265,414.64</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>265,414.64</u></u>
-------------------------------------------------	---------------------------------

CAPITAL PROJECTS 2001 FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash		0.00
Due From Other Funds		
	TOTAL ASSETS	0.00

LIABILITIES

Due To Other Funds		0.00
Accounts Payable		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		
Expenditures		
Fund Balance Unreserved		0.00
	TOTAL FUND BALANCE	0.00

	TOTAL LIABILITIES & FUND BALANCE	0.00
--	-------------------------------------------------	-------------

AIRPORT IMPROVEMENT FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	123,228.29
Accts. Receivable	0.00
Grants Receivable	185,534.00
TOTAL ASSETS	<u>308,762.29</u>

LIABILITIES

Accounts Payable	0.00
Due To Other Accounts	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	826,834.88
Expenditures	153,331.28
Fund Balance Reserved for Enc	62,144.75
Fund Balance Unreserved	-733,548.62
TOTAL FUND BALANCE	<u>308,762.29</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>308,762.29</u></u>
-------------------------------------------------	---------------------------------

BOND & INTEREST FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	183,371.61
Due From Other Funds	0.00
TOTAL ASSETS	<u>183,371.61</u>

LIABILITIES

Lease Purchase Agreements	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	1,351,921.24
Expenditures	-1,391,718.12
Fund Balance Reserved	0.00
Fund Balance Unreserved	223,168.49
TOTAL FUND BALANCE	<u>183,371.61</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>183,371.61</u></u>
-------------------------------------------------	---------------------------------

TRANSPORTATION DD SALES TAX FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash		24,527.26
Due From Other Funds		
	TOTAL ASSETS	<u>24,527.26</u>

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues		179,368.88
Expenditures		-175,452.64
Fund Balance Reserved		0.00
Fund Balance Unreserved		20,611.02
	TOTAL FUND BALANCE	<u>24,527.26</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>24,527.26</u></u>
--	-------------------------------------------------	--------------------------------

HOME DEPOT-ECONOMIC DEVELOPMENT BONDS

9/30/2015

BALANCE SHEET

ASSETS:

Cash	140,171.50
Cash-Restricted	24,608.90
TOTAL ASSETS	164,780.40

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues	187,229.15
Expenditures	-215,523.76
Fund Balance Reserved	0.00
Fund Balance Unreserved	193,075.01
TOTAL FUND BALANCE	164,780.40

TOTAL LIABILITIES & FUND BALANCE	164,780.40
-------------------------------------------------	-------------------

48th & ROTH AVE.-CID

9/30/2015

BALANCE SHEET

ASSETS:

Cash		27,029.65
Due From Other Funds		
	TOTAL ASSETS	<u>27,029.65</u>

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues		71,234.17
Expenditures		-47,585.16
Fund Balance Reserved		0.00
Fund Balance Unreserved		3,380.64
	TOTAL FUND BALANCE	<u>27,029.65</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>27,029.65</u></u>
--	-------------------------------------------------	--------------------------------

THE MALL CID

9/30/2015

BALANCE SHEET

ASSETS:

Cash		62,121.75
Due From Other Funds		
	TOTAL ASSETS	<u>62,121.75</u>

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues		59,686.75
Expenditures		-3,465.00
Fund Balance Reserved		0.00
Fund Balance Unreserved		5,900.00
	TOTAL FUND BALANCE	<u>62,121.75</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>62,121.75</u></u>
--	-------------------------------------------------	--------------------------------

WATER & SEWER FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	4,394,199.57
Accts. Receivable-Misc. Sources	
Cash-Water Sales Tax	27,312,816.78
Reserve-Capital Improvement	623,627.07
Reserve Bond & Int. Sales Tax	
Reserve Bond & Interest W/S	0.00
2003 Bond Reserve W/S	0.00
2003 Bond Reserve -Sales Tax	0.00
Consumers Accounts Receivable	425,403.23
Misc. Mdse Accts. Receivable	0.00
Issuance Cost-Sales Tax Fund	
Issuance Costs Water /Sewer	38,469.57
Restricted Cash-2009A Bond	65,352.00
Reserve-W/S Revenue Bond 2009A	315,719.51
Due From Other Funds	0.00
Land	139,109.47
Land-R-9 Ranch	4,262,039.65
Accum Depreciation- R-9 Ranch	-1,378,314.05
Infrastructure	16,404,219.44
Accum Depreciation-Infrastruct	-9,365,694.40
Buildings	11,782,909.54
Accum Depreciation-Bldgs.	-7,028,243.26
Machinery & Equipment	11,484,210.04
Accum Dep-Machinery/Equipment	-9,088,648.17
Work in Progress-Big Creek	2,082,833.90
Water Sales Tax Expenditures	936,337.69
R-9 Ranch Expenditures	0.00

TOTAL ASSETS

53,406,347.58

LIABILITIES

Accounts Payable	8,998.20
Control Pay Payble	0.00
Due To Other Funds	
Accrued Payroll	31,970.20
Accrued Vacation/PTO	67,529.77
Sales Tax	3,005.29
State Water Fee	9,597.88
Meter Deposit Payable	222,519.30
Refuse Collection	43,285.29
Accrued Int. Payable-Bonds	10,755.75
State Rev. Loan Payment	0.00
G O Bond Payable-Serv. Bldg.	0.00
Bonds Payable-W/S Rev. Bonds	0.00
Bonds Payable-Sales Tax Fund	0.00
Accrued Int. Pybl-Revolv Loan	0.00
Contributed Capital	3,215,104.63
Reserve for Bad Debts	
Bonds Payable-W/S 2009 A	3,100,000.00
Advance Developer Fee	0.00
Stormwater Fee	59,563.06
Over & Short	198.06
Prior Year Encumbrance	0.00
Monitoring Well Deposit	4,500.00
Overpayment-Water Sales	0.00

TOTAL LIABILITIES

6,777,027.43

FUND BALANCE

Revenues	6,368,518.08
Expenditures	-4,427,636.66
Fund Balance Reserved for Enc	119,653.07
Fund Balance Unreserved	43,441,349.58
Capital Imprv. Reserve Fund Balance	1,127,436.08

TOTAL FUND BALANCE

46,629,320.15

**TOTAL LIABILITIES
& FUND BALANCE**

53,406,347.58

SOLID WASTE FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash	392,035.76
Reserve Account	409,020.56
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	42,380.75
Buildings	294,594.00
Machinery & Equipment	1,633,486.00
Accum Dep-Machinery/Equipment	-1,231,694.55
TOTAL ASSETS	<u>1,539,822.52</u>

LIABILITIES

Accounts Payable	0.00
Control Pay Payble	0.00
Accrued Payroll	10,734.89
Accrued Vacation/PTO	27,636.76
Contributed Capital	115,383.00
Lease Purchase Obligation	0.00
TOTAL LIABILITIES	<u>153,754.65</u>

FUND BALANCE

Revenues	980,264.26
Expenditures	-911,033.01
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	907,816.06
Solid Waste Reserve	409,020.56
TOTAL FUND BALANCE	<u>1,386,067.87</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>1,539,822.52</u></u>
-------------------------------------------------	-----------------------------------

FIRE INSURANCE TRUST FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

0.00

TOTAL ASSETS

0.00

FUND BALANCE

Revenues

0.00

Expenditures

0.00

Fund Balance Unreserved

0.00

TOTAL FUND BALANCE

0.00

MUNICIPAL COURT AGENCY FUND

9/30/2015

BALANCE SHEET

ASSETS:

Cash

111,356.48

TOTAL ASSETS

111,356.48

LIABILITIES

Accounts Payable

0.00

Due To Other Accounts

41,446.00

Bonds Payable

27,791.00

Over & Short

-0.50

TOTAL LIABILITIES

69,236.50

FUND BALANCE

Revenues

92,538.46

Expenditures

-95,868.00

Fund Balance Unreserved

45,449.52

TOTAL FUND BALANCE

42,119.98

**TOTAL LIABILITIES
& FUND BALANCE**

111,356.48

City of Hays Revenues
Month of September 2015

	<u>Budgeted</u> <u>2015</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>48TH/ROTH AVE CID-REVENUES</u>				
LOCAL SALES TAX	0.00	10,482.60	0.00	65,077.22
MISCELLANEOUS REVENUE	0.00	0.00	0.00	6,156.95
Total Revenues	<u>\$0.00</u>	<u>\$10,482.60</u>	<u>\$0.00</u>	<u>\$71,234.17</u>
<u>AIRPORT FUND REVENUES</u>				
16/20 M TRUCK TAX	178.00	3.41	4.42	164.34
AD VALOREM PROPERTY TAX	205,056.00	7,784.04	8,293.69	201,483.14
AIRPORT-FUEL SALES	20,000.00	3,374.88	1,981.33	29,756.83
BUSINESS LICENSES	6,600.00	0.00	0.00	3,300.00
COMMERCIAL VEHICLE TAX	0.00	0.00	0.00	0.00
DELINQUENT TAXES	0.00	17.79	0.91	2,879.56
FARMING (LEASES)	17,000.00	0.00	0.00	11,178.75
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
LANDING FEES	4,700.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	6,859.00	220.00	866.98	2,497.41
MOTOR VEHICLE TAX	13,052.00	8,764.66	9,858.24	22,526.03
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	496.00	114.31	118.30	288.03
RENTALS	76,565.00	8,878.41	3,189.04	62,388.87
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	<u>\$350,506.00</u>	<u>\$29,157.50</u>	<u>\$24,312.91</u>	<u>\$336,462.96</u>
<u>BOND & INTEREST REVENUES</u>				
16/20 M TRUCK TAX	726.00	10.19	21.50	619.75
AD VALOREM PROPERTY TAX	787,950.00	29,892.14	33,815.96	773,736.30
COMMERCIAL VEHICLE TAX	0.00	0.00	0.00	0.00
DELINQUENT TAXES	0.00	70.63	4.44	12,038.67
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
MOTOR VEHICLE TAX	53,232.00	35,723.49	37,345.21	91,813.02
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	2,023.00	465.87	448.09	1,173.95
SPECIAL ASSESSMENT TAX	441,006.00	27,705.17	12,983.79	472,539.55
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM WATER/SEWER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	<u>\$1,284,937.00</u>	<u>\$93,867.49</u>	<u>\$84,618.99</u>	<u>\$1,351,921.24</u>
<u>CONVENTION & VISITOR'S REVENUE</u>				
MISCELLANEOUS REVENUE	40,000.00	3,287.00	3,287.00	31,025.29
TRANSIENT GUEST TAX	770,000.00	0.00	0.00	584,423.64
Total Revenues	<u>\$810,000.00</u>	<u>\$3,287.00</u>	<u>\$3,287.00</u>	<u>\$615,448.93</u>
<u>CULTURE & RECREATION REVENUES</u>				
GOLF COURSE REVENUE	300,000.00	16,571.19	13,270.18	289,110.59
LOCAL ALCOHOL LIQUOR TAX	132,061.00	33,307.93	33,547.35	96,688.57
Total Revenues	<u>\$432,061.00</u>	<u>\$49,879.12</u>	<u>\$46,817.53</u>	<u>\$385,799.16</u>
<u>DOJ PROGRAM-REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>ELLIS CO. SALES TAX-REVENUES</u>				
LOCAL SALES TAX	0.00	153,879.05	159,789.34	1,352,856.78
Total Revenues	<u>\$0.00</u>	<u>\$153,879.05</u>	<u>\$159,789.34</u>	<u>\$1,352,856.78</u>

	<u>Budgeted</u> <u>2015</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>EMPLOYEE BENEFIT REVENUES</u>				
16/20 M TRUCK TAX	2,042.00	31.50	45.86	1,917.44
AD VALOREM PROPERTY TAX	2,415,631.00	91,626.76	95,125.61	2,371,690.06
COMMERCIAL VEHICLE TAX	0.00	0.00	0.00	0.00
DELINQUENT TAXES	0.00	216.49	9.48	32,554.70
INSURANCE REFUNDS	0.00	0.00	0.00	19,684.00
INTEREST ON INVESTMENTS	2,000.00	350.35	106.28	1,803.62
MISCELLANEOUS REVENUE	0.00	1,293.87	310.08	9,715.21
MOTOR VEHICLE TAX	149,810.00	100,530.11	115,541.62	258,372.30
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	5,694.00	1,311.04	1,386.37	3,303.64
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	81,855.00	0.00	0.00	69,961.00
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER FROM RISK MANAGEMENT	0.00	0.00	0.00	0.00
TRANSFER FROM SOLID WASTE FUND	174,778.00	0.00	0.00	174,778.00
TRANSFER FROM SPECIAL ALCOHOL	28,900.00	0.00	0.00	28,900.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM SPORTS COMPLEX	17,649.00	0.00	0.00	16,522.00
TRANSFER FROM STORMWATER MGT	20,694.00	0.00	0.00	20,694.00
TRANSFER FROM WATER/SEWER FUND	475,884.00	0.00	0.00	475,884.00
TRANSFERS	0.00	0.00	0.00	0.00
TRNSF FRM WATER CONSERVATION	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
XFER FRM COMM CAPITAL RESERVE	270,276.00	0.00	0.00	92,200.00
Total Revenues	<u>\$3,645,213.00</u>	<u>\$195,360.12</u>	<u>\$212,525.30</u>	<u>\$3,577,979.97</u>
<u>FIRE INS TRUST REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

	<u>Budgeted</u> <u>2015</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>GENERAL GOVERNMENT REVENUES</u>				
16/20 M TRUCK TAX	0.00	0.00	0.00	0.00
AD VALOREM PROPERTY TAX	0.00	0.00	0.00	0.00
BUILDING PERMITS	80,000.00	9,798.69	7,557.25	65,768.29
BUSINESS LICENSES	17,000.00	710.00	1,065.00	2,935.00
CITY-COUNTY REVENUE SHARING	0.00	0.00	0.00	0.00
CMB & LIQUOR LICENSES	12,000.00	600.00	500.00	5,025.00
DELINQUENT TAXES	0.00	0.00	0.00	0.00
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
FRANCHISE FEES	1,479,164.00	123,167.88	183,414.26	1,125,584.34
INTEREST ON INVESTMENTS	35,000.00	3,634.35	3,271.86	36,115.68
LOCAL AD VALOREM TAX REDUCTION	0.00	0.00	0.00	0.00
LOCAL SALES TAX	7,156,155.00	644,750.14	656,602.20	5,620,167.37
MISCELLANEOUS REVENUE	140,000.00	22,796.38	5,995.04	133,264.52
MOTOR VEHICLE TAX	0.00	0.00	0.00	0.00
OTHER LICENSES	500.00	1,225.00	20.00	2,640.00
PET LICENSES	18,000.00	482.00	375.00	11,575.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	0.00	0.00	0.00	0.00
RENTALS	1,200.00	100.00	100.00	900.00
STATE GOVERNMENT AID/GRANT	0.00	0.00	2,095.54	7,677.09
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	65,450.00	0.00	0.00	65,450.00
TRANSFER FROM POOL CONSTRUCTIO	0.00	0.00	0.00	0.00
TRANSFER FROM SOLID WASTE FUND	250,000.00	0.00	0.00	250,000.00
TRANSFER FROM SPECIAL ALCOHOL	62,934.00	0.00	0.00	62,934.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM SPORTS COMPLEX	226,051.00	0.00	0.00	0.00
TRANSFER FROM STORMWATER MGT	65,195.00	0.00	0.00	65,195.00
TRANSFER FROM WATER SLS TAX	584,459.00	0.00	0.00	584,459.00
TRANSFER FROM WATER/SEWER FUND	963,787.00	0.00	0.00	963,787.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	<u>\$11,156,895.00</u>	<u>\$807,264.44</u>	<u>\$860,996.15</u>	<u>\$9,003,477.29</u>
<u>GOLF COURSE IMPR. FUND REVENUE</u>				
GOLF COURSE REVENUE	0.00	17.14	8.40	18,533.46
MISCELLANEOUS REVENUE	0.00	442.00	0.00	442.00
Total Revenues	<u>\$0.00</u>	<u>\$459.14</u>	<u>\$8.40</u>	<u>\$18,975.46</u>
<u>H DEPOT-ECON DEV BND-REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
RECEIVED FROM TIF PROCEEDS	219,317.00	19,636.49	84,744.63	187,229.15
Total Revenues	<u>\$219,317.00</u>	<u>\$19,636.49</u>	<u>\$84,744.63</u>	<u>\$187,229.15</u>
<u>LIBRARY EMP. BENEFIT REVENUES</u>				
16/20 M TRUCK TAX	151.00	2.22	3.67	135.34
AD VALOREM PROPERTY TAX	167,020.00	6,337.62	7,061.98	164,046.42
COMMERCIAL VEHICLE TAX	0.00	0.00	0.00	0.00
DELINQUENT TAXES	0.00	15.32	0.76	2,376.55
MOTOR VEHICLE TAX	11,110.00	7,460.74	8,154.47	19,174.85
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	422.00	97.30	97.85	245.18
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	<u>\$178,703.00</u>	<u>\$13,913.20</u>	<u>\$15,318.73</u>	<u>\$185,978.34</u>

	<u>Budgeted</u> <u>2015</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>LIBRARY FUND REVENUES</u>				
16/20 M TRUCK TAX	995.00	15.21	26.05	926.04
AD VALOREM PROPERTY TAX	1,140,430.00	43,259.21	46,342.53	1,119,734.26
COMMERCIAL VEHICLE TAX	0.00	0.00	0.00	0.00
DELINQUENT TAXES	0.00	104.94	5.38	16,424.85
MOTOR VEHICLE TAX	73,000.00	48,987.07	55,801.15	125,901.63
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	2,775.00	638.83	669.57	1,609.81
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	<u>\$1,217,200.00</u>	<u>\$93,005.26</u>	<u>\$102,844.68</u>	<u>\$1,264,596.59</u>
<u>PARK DEVELOPMENT FUND-REVENUE</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>PARKS IMPROVEMENT FUND-REVENUE</u>				
DOG PARK DONATIONS	0.00	0.00	0.00	18,231.65
MISCELLANEOUS REVENUE	0.00	0.00	0.00	43,473.52
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$61,705.17</u>
<u>PUBLIC SAFETY REVENUES</u>				
ANIMAL CONTROL REVENUE	3,000.00	750.50	390.00	3,660.50
COURT APPOINTED REIMBURSEMENT	0.00	300.00	210.81	1,500.00
COURT COSTS	80,000.00	7,797.38	7,600.14	82,854.63
COURT FINES	530,000.00	41,244.62	43,053.55	366,662.51
LOCAL LAB FEES	0.00	0.00	0.00	75.00
Total Revenues	<u>\$613,000.00</u>	<u>\$50,092.50</u>	<u>\$51,254.50</u>	<u>\$454,752.64</u>
<u>PUBLIC WORKS REVENUES</u>				
GRAVE OPENING	4,000.00	350.00	100.00	4,985.00
SALE OF CEMETERY LOTS	6,300.00	500.00	500.00	7,435.00
Total Revenues	<u>\$10,300.00</u>	<u>\$850.00</u>	<u>\$600.00</u>	<u>\$12,420.00</u>
<u>RISK MANAGEMENT REVENUES</u>				
INSURANCE REFUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
TRANSFER FROM EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>SOLID WASTE FUND REVENUES</u>				
INTEREST ON INVESTMENTS	1,100.00	116.78	45.54	695.50
MISCELLANEOUS REVENUE	40,000.00	1,584.60	35.25	19,633.05
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
REFUSE COLLECTION	1,250,000.00	106,923.34	106,264.30	958,676.46
YARD WASTE TAGS	1,900.00	99.75	126.00	1,265.25
Total Revenues	<u>\$1,293,000.00</u>	<u>\$108,724.47</u>	<u>\$106,471.09</u>	<u>\$980,270.26</u>
<u>SPECIAL ALCOHOL FUND REVENUES</u>				
LOCAL ALCOHOL LIQUOR TAX	132,061.00	33,307.93	33,547.36	96,688.58
Total Revenues	<u>\$132,061.00</u>	<u>\$33,307.93</u>	<u>\$33,547.36</u>	<u>\$96,688.58</u>
<u>SPECIAL HIGHWAY REVENUES</u>				
CONNECTING LINK MAINTENANCE	44,730.00	0.00	0.00	33,478.04
INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
STATE GASOLINE TAX	539,870.00	0.00	0.00	406,218.30
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
Total Revenues	<u>\$584,600.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$439,696.34</u>

	<u>Budgeted</u> <u>2015</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>SPECIAL PRK & REC REVENUES</u>				
DOG PARK DONATIONS	0.00	0.00	0.00	0.00
LOCAL ALCOHOL LIQUOR TAX	132,061.00	33,307.93	33,547.35	96,688.56
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$132,061.00</u>	<u>\$33,307.93</u>	<u>\$33,547.35</u>	<u>\$96,688.56</u>
<u>SPORTS COMPLEX-REVENUES</u>				
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	55,000.00	50,000.00	71,000.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$0.00</u>	<u>\$55,000.00</u>	<u>\$50,000.00</u>	<u>\$71,000.00</u>
<u>STORMWATER MANAGEMENT REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
STORMWATER FEE	767,000.00	59,316.52	58,782.10	584,238.49
TRANSFER FROM GENERAL FUND	16,500.00	0.00	0.00	16,500.00
TRANSFER FROM WATER/SEWER FUND	0.00	0.00	0.00	0.00
Total Revenues	<u>\$783,500.00</u>	<u>\$59,316.52</u>	<u>\$58,782.10</u>	<u>\$600,738.49</u>
<u>TDD SLS TAX REVENUES</u>				
LOCAL SALES TAX	(56,562.92)	25,227.26	24,352.01	179,368.88
Total Revenues	<u>(\$56,562.92)</u>	<u>\$25,227.26</u>	<u>\$24,352.01</u>	<u>\$179,368.88</u>
<u>WATER & SEWER FUND REVENUES</u>				
DEVELOPER CONTRIBUTION	0.00	0.00	0.00	0.00
FEDERAL & STATE GRANTS	0.00	0.00	0.00	0.00
INTEREST ON INVESTMENTS	15,000.00	973.20	1,108.34	12,167.09
INTEREST-SALES TAX COLLECTION	45,000.00	4,866.00	3,492.04	41,253.91
LOCAL SALES TAX	2,922,295.00	264,627.00	265,344.00	2,297,388.00
MISCELLANEOUS REVENUE	10,000.00	525.83	165.00	24,890.36
NOTE/BOND PROCEEDS	0.00	0.00	0.00	0.00
PENALTY	25,000.00	2,521.27	2,409.87	23,016.97
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
R-9 RANCH REVENUE	250,000.00	0.00	0.00	125,000.00
SEWER SERVICE CHARGES	2,117,682.00	183,725.99	167,043.85	1,647,480.73
STORMWATER FEE	0.00	0.00	0.00	0.00
TAPS-TURN ONS	35,000.00	7,931.16	6,006.00	42,903.85
TRANSFER FROM SOLID WASTE FUND	0.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM WATER SLS TAX	270,331.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
WATER SALES	2,701,252.00	239,994.09	226,909.71	2,022,871.54
WATER SALES-CONSERVATION RATE	375,950.00	54,801.47	37,139.97	303,964.06
WATER VIOLATION	0.00	250.00	100.00	600.00
Total Revenues	<u>\$8,767,510.00</u>	<u>\$760,216.01</u>	<u>\$709,718.78</u>	<u>\$6,541,536.51</u>
Grand Totals	<u>\$31,554,301.08</u>	<u>\$2,596,234.03</u>	<u>\$2,663,536.85</u>	<u>\$27,886,825.47</u>

City of Hays Expenditures

Month of September 2015

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>48TH/ ROTH AVE CID-EXPENDITURE</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	47,585.16
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$47,585.16</u>
<u>AIRPORT FUND EXPENDITURES</u>				
COMMUNICATION	3,000.00	189.98	174.38	1,524.43
CONTINGENCY	50,000.00	450.00	0.00	2,300.92
ELECTRICITY	38,000.00	334.91	2,767.20	24,642.26
GENERAL SUPPLIES & MATERIALS	28,400.00	383.27	973.12	14,787.02
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	500.00	0.00	0.00	30.00
NATURAL GAS	8,000.00	48.20	95.96	4,506.78
NEIGHBORHOOD REVIT REBATE	552.00	50.24	0.00	525.17
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	25,000.00	485.00	1,320.00	14,776.49
OVERTIME	2,000.00	0.00	154.56	2,284.16
PROFESSIONAL SERVICES	1,000.00	0.00	0.00	409.00
PROJECTS	0.00	0.00	0.00	0.00
PROMOTIONS	15,000.00	925.00	8,492.00	14,588.61
REPAIRS TO BLDGS & STRUCTURES	24,000.00	896.86	1,898.85	9,273.31
SALARIES	89,800.00	6,283.85	2,536.38	62,838.49
SEASONAL/PART TIME	5,000.00	0.00	0.00	2,835.00
TAX INCREMENT FINANCING DIST	2,754.00	112.82	2,742.00	2,707.96
TRANSFER TO AIRPORT IMPROVEMEN	78,790.00	0.00	0.00	78,790.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER TO NEW EQUIP. RESERVE	6,053.00	0.00	0.00	6,053.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	3,000.00	250.00	-484.50	2,792.59
UNIFORMS	800.00	55.35	49.40	399.45
Total Expenditures	<u>\$381,649.00</u>	<u>\$10,465.48</u>	<u>\$20,719.35</u>	<u>\$246,064.64</u>
<u>BALLFIELD MAINTENANCE</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	7,000.00	48.30	0.00	4,771.58
COMMUNICATION	600.00	23.48	26.77	216.88
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	1,500.00	226.31	467.90	1,175.50
GENERAL SUPPLIES & MATERIALS	11,500.00	403.70	215.88	4,224.86
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	6,000.00	67.67	301.73	719.92
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	500.00	0.00	0.00	85.00
REPAIRS TO BLDGS & STRUCTURES	9,000.00	95.16	573.43	2,683.92
TRAVEL & TRAINING	200.00	0.00	0.00	0.00
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$36,300.00</u>	<u>\$864.62</u>	<u>\$1,585.71</u>	<u>\$13,877.66</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	18,000.00	41.17	285.00	7,777.03
COMMUNICATION	600.00	17.56	17.31	174.93
CONTINGENCY	0.00	0.00	0.00	0.00
ELECTRICITY	55,000.00	1,912.54	3,568.56	28,598.89
EQUIPMENT EXPENSE	7,500.00	62.21	260.93	990.64
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	24.84	0.00	126.15
EQUIPMENT EXPENSE	0.00	0.00	0.00	84.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	356.16
EQUIPMENT EXPENSE	0.00	93.26	0.00	1,970.58
EQUIPMENT EXPENSE	0.00	93.26	0.00	1,887.71
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	8,000.00	232.34	-128.91	0.00
FUEL EXPENSE	0.00	94.22	81.32	319.05
FUEL EXPENSE	0.00	0.00	87.93	151.98
FUEL EXPENSE	0.00	7.23	64.27	98.40
FUEL EXPENSE	0.00	47.61	19.67	443.60
FUEL EXPENSE	0.00	155.30	264.62	572.19
FUEL EXPENSE	0.00	90.00	225.92	538.45
FUEL EXPENSE	0.00	27.44	88.22	335.51
FUEL EXPENSE	0.00	25.72	110.50	261.70
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	(218.68)	128.91	13.66
GENERAL SUPPLIES & MATERIALS	35,700.00	1,107.67	1,478.48	19,478.57
NATURAL GAS	3,000.00	28.56	28.12	441.10
NEW EQUIPMENT	8,500.00	0.00	0.00	6,525.00
OFFICE SUPPLIES	300.00	0.00	0.00	7.61
OTHER CONTRACTUAL SERVICES	7,000.00	216.26	115.65	2,321.82
OVERTIME	2,000.00	42.71	149.30	313.21
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	1,200.00	0.00	0.00	597.75
REPAIRS TO BLDGS & STRUCTURES	11,000.00	63.80	790.79	7,231.49
SALARIES	24,626.00	1,822.16	1,822.16	13,740.00
SEASONAL/PART TIME	22,900.00	3,129.25	3,302.25	20,115.25
TRANSFER TO NEW EQUIP. RESERVE	19,525.00	0.00	0.00	19,525.00
TRAVEL & TRAINING	400.00	0.00	0.00	0.00
UNIFORMS	800.00	18.81	0.00	358.98
Total Expenditures	<u>\$226,051.00</u>	<u>\$9,135.24</u>	<u>\$12,761.00</u>	<u>\$135,356.41</u>
<u>BOND & INTEREST EXPENDITURES</u>				
BOND PRINCIPAL	990,000.00	0.00	0.00	996,754.55
CASH BASIS RESERVE	60,000.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT BONDS	0.00	0.00	0.00	0.00
INTEREST COUPONS	389,304.00	0.00	0.00	382,547.97
INTEREST ON TEMPORARY NOTE	0.00	0.00	0.00	0.00
INTEREST ON TIF	0.00	0.00	0.00	0.00
LEVY STABILIZATION	0.00	0.00	0.00	0.00
NEIGHBORHOOD REVIT REBATE	2,123.00	192.92	0.00	2,016.63
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
TAX INCREMENT FINANCING DIST	11,221.00	433.25	11,176.04	10,398.97
TRANSFER TO RESERVE FOR TIF	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$1,452,648.00</u>	<u>\$626.17</u>	<u>\$11,176.04</u>	<u>\$1,391,718.12</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>BUILDINGS & GROUNDS</u>				
COMMUNICATION	0.00	0.00	0.00	0.00
ELECTRICITY	452,000.00	9,048.33	35,558.86	305,807.07
GENERAL SUPPLIES & MATERIALS	4,000.00	307.69	5.80	474.50
NATURAL GAS	30,000.00	216.60	450.38	17,278.88
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	26,060.00	2,219.15	1,928.32	18,470.39
PROJECTS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	5,000.00	712.22	0.00	2,352.01
Total Expenditures	<u>\$517,060.00</u>	<u>\$12,503.99</u>	<u>\$37,943.36</u>	<u>\$344,382.85</u>
<u>CEMETERIES</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	3,000.00	0.00	0.00	2,766.85
COMMUNICATION	200.00	12.75	12.36	103.56
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	1,700.00	5.77	24.82	463.87
GENERAL SUPPLIES & MATERIALS	7,400.00	25.46	36.64	2,685.44
NEW EQUIPMENT	800.00	0.00	0.00	278.34
OTHER CONTRACTUAL SERVICES	1,200.00	0.00	242.00	19.50
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	200.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	5,500.00	0.00	0.00	39.59
TRAVEL & TRAINING	300.00	0.00	0.00	0.00
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$20,300.00</u>	<u>\$43.98</u>	<u>\$315.82</u>	<u>\$6,357.15</u>
<u>CITY ATTORNEY</u>				
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	1,000.00	0.00	0.00	400.00
PROFESSIONAL SERVICES	100,000.00	10,850.00	6,831.25	92,758.35
Total Expenditures	<u>\$101,000.00</u>	<u>\$10,850.00</u>	<u>\$6,831.25</u>	<u>\$93,158.35</u>
<u>CITY COMMISSION</u>				
COMMUNICATION	0.00	0.00	0.00	0.00
FINANCIAL POLICY PROJ-CAPITAL	1,457,534.00	0.00	750.00	0.00
FINANCIAL POLICY PROJ-CAPITAL	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	1,500.00	0.00	0.00	2,779.33
LEGAL PUBLICATIONS & PRINTING	500.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	500.00	0.00	0.00	50.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	8,020.43	0.00
SALARIES	9,000.00	750.00	750.00	7,050.00
TRAVEL & TRAINING	20,000.00	118.47	828.46	10,620.36
Total Expenditures	<u>\$1,489,034.00</u>	<u>\$868.47</u>	<u>\$10,348.89</u>	<u>\$20,499.69</u>
<u>CITY MANAGER</u>				
COMMUNICATION	3,700.00	213.46	194.85	1,818.79
CONTINGENCY	100,000.00	5,371.58	29,204.84	50,940.79
EXPENSE ALLOWANCE-CAR	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	2,200.00	0.00	92.44	300.27
INTERNSHIP	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
ORGANIZATION DEVELOPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	35,000.00	358.13	244.71	22,694.39
OVERTIME	3,500.00	234.13	157.40	2,444.74
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	313,557.00	15,848.10	22,510.65	221,384.83
TRAVEL & TRAINING	29,000.00	866.09	3,151.45	12,673.95
Total Expenditures	<u>\$486,957.00</u>	<u>\$22,891.49</u>	<u>\$55,556.34</u>	<u>\$312,257.76</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>CVB EXPENDITURES</u>				
COMMUNICATION	6,000.00	256.25	845.46	1,542.30
CONTINGENCY	416,357.00	0.00	0.00	35,168.77
ELECTRICITY	9,000.00	0.00	865.16	6,458.03
GENERAL SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00
GRANT FUNDING	0.00	0.00	0.00	0.00
INTERNSHIP	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	90,000.00	10,067.26	2,303.35	65,136.48
NATURAL GAS	1,500.00	0.00	34.57	1,365.81
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	5,000.00	251.15	165.75	2,409.53
OTHER CONTRACTUAL SERVICES	80,000.00	6,191.81	4,277.08	58,931.80
OUTSIDE AGENCIES	64,181.00	0.00	0.00	59,130.00
OVERTIME	1,500.00	0.00	162.20	967.16
PROJECTS	74,000.00	0.00	0.00	0.00
PROMOTIONS	80,000.00	5,112.44	15,872.10	37,143.64
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	6,000.00	325.16	0.00	3,052.02
SALARIES	227,753.00	12,537.48	11,805.61	100,245.26
SEASONAL/PART TIME	8,150.00	797.50	1,047.63	6,285.54
TRANSFER TO EMPLOYEE BENEFIT	81,885.00	0.00	0.00	69,961.00
TRANSFER TO GENERAL FUND	65,450.00	0.00	0.00	65,450.00
TRANSFER TO NEW EQUIP. RESERVE	2,760.00	0.00	0.00	2,760.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	7,000.00	1,366.29	0.00	6,927.16
Total Expenditures	<u>\$1,226,536.00</u>	<u>\$36,905.34</u>	<u>\$37,378.91</u>	<u>\$522,934.50</u>
<u>DEBT SERVICE</u>				
INT-REVENUE BND PAYMENT 2009A	129,070.00	10,755.83	10,755.83	96,802.47
INTEREST-REVENUE BOND	0.00	0.00	0.00	0.00
PRINCIPAL & INT. REVOLVING LOA	0.00	0.00	0.00	0.00
PRINCIPAL PAYMENT-SLS TX BOND	0.00	0.00	0.00	0.00
PWWSO #15	0.00	0.00	0.00	0.00
REV BOND PAYMENT 2009-A	290,000.00	24,166.66	24,166.66	217,499.94
REVENUE BOND PAYMENT	0.00	0.00	0.00	0.00
SALES TAX BOND ISSUE-INTEREST	0.00	0.00	0.00	0.00
UNAMORTIZED 1996 BOND IS.COST	0.00	0.00	0.00	0.00
WATER EXPLORATION	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$419,070.00</u>	<u>\$34,922.49</u>	<u>\$34,922.49</u>	<u>\$314,302.41</u>
<u>DEBT SERVICE - SALES TAX</u>				
PRINCIPAL PAYMENT-SLS TX BOND	0.00	0.00	0.00	0.00
PWWSO #15	0.00	0.00	0.00	0.00
SALES TAX BOND ISSUE-INTEREST	0.00	0.00	0.00	0.00
TRANSFER-SALES TAX RESERVE	0.00	0.00	0.00	0.00
UNAMORTIZED 1996 BOND IS.COST	0.00	0.00	0.00	0.00
WATER EXPLORATION	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>DISPATCH</u>				
COMMUNICATION	2,550.00	128.04	141.87	1,344.70
CONTINGENCY	5,000.00	0.00	0.00	364.76
LEGAL PUBLICATIONS & PRINTING	2,500.00	0.00	0.00	0.00
OFFICE SUPPLIES	900.00	0.00	0.00	149.85
OTHER CONTRACTUAL SERVICES	2,700.00	0.00	123.98	411.38
OVERTIME	47,165.00	5,955.03	4,088.34	34,589.66
SALARIES	495,307.00	30,020.88	32,987.48	337,521.64
TRAVEL & TRAINING	9,000.00	70.00	0.00	2,405.20
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$565,122.00</u>	<u>\$36,173.95</u>	<u>\$37,341.67</u>	<u>\$376,787.19</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>DOJ-EXPENDITURES</u>				
NEW EQUIPMENT	0.00	0.00	1,721.06	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	125.00
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,721.06</u>	<u>\$125.00</u>
<u>ECONOMIC DEVELOPMENT</u>				
DOWNTOWN DEVELOPMENT CORP.	0.00	0.00	0.00	0.00
JOB BOUNTY	15,000.00	0.00	0.00	2,400.00
OTHER CONTRACTUAL SERVICES	214,378.00	175.00	175.00	217,093.92
Total Expenditures	<u>\$229,378.00</u>	<u>\$175.00</u>	<u>\$175.00</u>	<u>\$219,493.92</u>
<u>ELLIS CO. SALES TAX-EXPENDITUR</u>				
OTHER CONTRACTUAL SERVICES	0.00	153,879.05	159,789.34	1,352,856.78
Total Expenditures	<u>\$0.00</u>	<u>\$153,879.05</u>	<u>\$159,789.34</u>	<u>\$1,352,856.78</u>
<u>EMPLOYEE BENEFIT EXPENDITURES</u>				
CONTINGENCY	300,000.00	0.00	0.00	0.00
EMPLOYEE RETIREMENT	1,227,679.00	85,630.25	81,786.59	846,581.04
HEALTH INSURANCE	1,719,500.00	144,448.81	126,955.04	1,480,836.32
NEIGHBORHOOD REVIT REBATE	6,615.00	591.36	0.00	6,181.66
OTHER CONTRACTUAL SERVICES	48,055.00	3,146.39	3,328.10	29,395.67
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
SOCIAL SECURITY	690,522.00	47,062.27	47,502.97	471,431.49
TAX INCREMENT FINANCING DIST	31,578.00	1,328.04	31,450.68	31,875.95
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO RISK MANAGEMENT	0.00	0.00	0.00	0.00
UNEMPLOYMENT COMPENSATION	18,053.00	0.00	0.00	12,183.50
WORKERS COMPENSATION	180,000.00	0.00	0.00	188,631.00
Total Expenditures	<u>\$4,222,002.00</u>	<u>\$282,207.12</u>	<u>\$291,023.38</u>	<u>\$3,067,116.63</u>
<u>FINANCE/CITY CLERK</u>				
COMMUNICATION	1,300.00	89.43	87.46	724.19
CONTINGENCY	5,000.00	0.00	0.00	1,212.17
GENERAL SUPPLIES & MATERIALS	700.00	0.00	0.00	360.12
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	12,000.00	365.30	1,053.02	5,251.36
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	7,500.00	745.44	1,143.57	3,681.55
OVERTIME	500.00	0.00	0.00	514.63
PROFESSIONAL SERVICES	40,000.00	0.00	0.00	41,043.00
PROJECTS	8,000.00	0.00	0.00	7,228.98
SALARIES	298,503.00	22,381.89	21,347.80	215,602.06
TRAVEL & TRAINING	7,000.00	0.00	295.50	331.21
Total Expenditures	<u>\$380,503.00</u>	<u>\$23,582.06</u>	<u>\$23,927.35</u>	<u>\$275,949.27</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>FIRE DEPARTMENT</u>				
COMMUNICATION	5,700.00	532.43	528.80	4,477.25
CONTINGENCY	5,000.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	48,700.00	1,034.54	198.91	6,698.19
EQUIPMENT EXPENSE	0.00	0.00	0.00	95.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	3.99	273.80	4,622.96
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	856.31	7,916.00
EQUIPMENT EXPENSE	0.00	9.27	120.75	206.67
EQUIPMENT EXPENSE	0.00	895.92	277.62	14,061.69
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	48.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	48.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	390.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	96.00
EQUIPMENT EXPENSE	0.00	0.00	3,358.20	3,595.27
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	120.00	1.60
EQUIPMENT EXPENSE	0.00	0.00	-18.91	766.74
EQUIPMENT EXPENSE	0.00	0.00	0.00	821.50
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	48.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	44,100.00	1,481.36	11,338.73	32,614.27
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	800.00	0.00	0.00	354.07
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	4,000.00	87.20	73.00	3,364.73
OVERTIME	124,000.00	11,447.01	9,793.16	94,284.36
PAID PER CALL	22,000.00	847.39	955.11	15,542.51
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	42,000.00	1,120.87	2,561.44	22,587.87
SALARIES	1,077,003.00	72,412.75	78,528.83	757,322.73
TRAINING CERTIFICATION	15,000.00	0.00	0.00	899.13
TRAVEL & TRAINING	33,200.00	1,351.19	1,176.22	19,545.12
UNIFORMS	10,100.00	0.00	448.95	4,646.74
Total Expenditures	\$1,431,603.00	\$91,223.92	\$110,590.92	\$995,054.40
<u>FIRE INS TRUST EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>FLEET MAINTENANCE</u>				
Total Expenditures	\$883,076.00	\$43,424.25	\$61,469.93	\$396,387.26

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>GOLF COURSE</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	75,000.00	0.00	421.17	36,375.72
COMMUNICATION	2,800.00	150.54	168.69	1,291.10
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	2,000.00	22.43	0.00	803.77
GENERAL SUPPLIES & MATERIALS	29,000.00	361.48	8,720.00	15,504.22
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	2,500.00	0.00	0.00	0.00
OFFICE SUPPLIES	400.00	0.00	0.00	222.80
OTHER CONTRACTUAL SERVICES	33,800.00	2,180.00	1,963.19	20,193.75
OVERTIME	7,000.00	2,099.19	1,998.59	10,944.89
PRO SHOP CR CARD ACTIVITY	0.00	(1,224.10)	2,892.94	-385.77
PROJECTS	70,000.00	0.00	0.00	0.00
RENTALS	1,500.00	36.67	0.00	697.53
REPAIRS TO BLDGS & STRUCTURES	12,000.00	0.00	386.48	9,208.52
SALARIES	132,729.00	9,912.25	9,586.92	101,510.46
SEASONAL/PART TIME	43,400.00	6,563.25	5,528.75	45,840.75
TRAVEL & TRAINING	2,800.00	0.00	23.44	150.54
UNIFORMS	1,000.00	0.00	0.00	508.30
Total Expenditures	\$415,929.00	\$20,101.71	\$31,690.17	\$242,866.58
<u>GOLF COURSE IMPR. EXPENDITURES</u>				
GENERAL SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	0.00	0.00	0.00	11,987.44
Total Expenditures	\$0.00	\$0.00	\$0.00	\$11,987.44
<u>H DEPOT ECON DEV BND-EXPENDITURE</u>				
BOND PRINCIPAL	125,000.00	0.00	0.00	125,000.00
INTEREST COUPONS	90,524.00	0.00	0.00	90,523.76
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$215,524.00	\$0.00	\$0.00	\$215,523.76
<u>HUMAN RESOURCES</u>				
COMMUNICATION	1,000.00	51.74	54.42	414.03
LEGAL PUBLICATIONS & PRINTING	11,000.00	305.33	3,066.02	10,092.43
ORGANIZATION DEVELOPMENT	29,500.00	1,148.88	1,819.22	11,088.73
OTHER CONTRACTUAL SERVICES	2,500.00	0.00	10.00	1,236.28
OVERTIME	250.00	0.00	0.00	100.80
PROFESSIONAL SERVICES	42,200.00	3,406.75	3,273.00	19,989.15
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	113,409.00	7,702.78	7,570.58	76,920.37
TRAVEL & TRAINING	5,000.00	10.25	-192.25	2,703.65
Total Expenditures	\$204,859.00	\$12,625.73	\$15,600.99	\$122,545.44
<u>INFORMATION TECHNOLOGY</u>				
COMMUNICATION	3,550.00	246.02	242.00	1,785.06
EQUIPMENT EXPENSE	9,250.00	762.72	19.97	3,311.19
GENERAL SUPPLIES & MATERIALS	3,500.00	98.50	46.48	2,495.65
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NEW EQUIPMENT	26,780.00	81.40	3,044.04	12,794.19
OFFICE SUPPLIES	15,450.00	0.00	0.00	4,233.85
OTHER CONTRACTUAL SERVICES	187,260.00	8,156.07	12,378.04	133,516.29
OVERTIME	1,200.00	113.75	215.23	1,165.87
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	283,185.00	20,713.86	20,308.44	208,344.91
TRAVEL & TRAINING	15,750.00	2,767.30	1,626.67	6,902.01
Total Expenditures	\$545,925.00	\$32,939.62	\$37,880.87	\$374,549.02

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>INTERGOVERNMENTAL ACCOUNT</u>				
COMMUNICATION	55,500.00	3,032.09	7,515.76	39,184.80
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
INSURANCE & SURETY BONDS	250,000.00	0.00	0.00	211,094.00
OFFICE SUPPLIES	24,500.00	428.05	434.81	15,741.41
OTHER CONTRACTUAL SERVICES	12,500.00	1,459.64	345.23	17,425.85
Total Expenditures	\$342,500.00	\$4,919.78	\$8,295.80	\$283,446.06
<u>LIBRARY EMP. BENEFIT EXPENDITURE</u>				
NEIGHBORHOOD REVIT REBATE	450.00	40.90	0.00	427.58
OTHER CONTRACTUAL SERVICES	179,200.00	0.00	0.00	179,200.00
TAX INCREMENT FINANCING DIST	2,343.00	91.86	2,334.08	2,204.78
Total Expenditures	\$181,993.00	\$132.76	\$2,334.08	\$181,832.36
<u>LIBRARY FUND EXPENDITURES</u>				
NEIGHBORHOOD REVIT REBATE	3,000.00	279.19	0.00	2,918.51
OTHER CONTRACTUAL SERVICES	1,227,000.00	0.00	0.00	1,227,000.00
TAX INCREMENT FINANCING DIST	15,388.00	626.99	15,325.52	15,049.29
Total Expenditures	\$1,245,388.00	\$906.18	\$15,325.52	\$1,244,967.80
<u>MUNICIPAL COURT</u>				
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	1,200.00	39.16	31.59	401.72
OTHER CONTRACTUAL SERVICES	6,700.00	322.31	281.01	2,614.50
OVERTIME	3,000.00	0.00	0.00	219.66
PROFESSIONAL SERVICES	35,000.00	2,824.00	1,800.00	18,808.00
PROJECTS	0.00	0.00	0.00	0.00
SAFE RIDE	0.00	0.00	0.00	0.00
SALARIES	113,313.00	8,196.02	8,035.29	82,954.63
TRAVEL & TRAINING	1,000.00	0.00	0.00	100.00
Total Expenditures	\$160,213.00	\$11,381.49	\$10,147.89	\$105,098.51
<u>P.W.-GENERAL ADMINISTRATION</u>				
COMMUNICATION	3,300.00	304.40	243.65	2,340.96
CONTINGENCY	5,000.00	87.00	0.00	3,989.24
GENERAL SUPPLIES & MATERIALS	5,000.00	161.41	0.00	2,527.11
OFFICE SUPPLIES	5,100.00	527.20	54.37	1,803.78
OTHER CONTRACTUAL SERVICES	2,200.00	206.25	162.00	1,220.16
OVERTIME	500.00	0.00	0.00	51.98
PROFESSIONAL SERVICES	20,000.00	0.00	0.00	9,622.60
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	239,756.00	17,387.11	17,135.33	177,476.46
TRAVEL & TRAINING	8,000.00	116.76	231.66	2,299.32
Total Expenditures	\$288,856.00	\$18,790.13	\$17,827.01	\$201,331.61
<u>PARK DEVELOPMENT EXPENDITURES</u>				
CONTINGENCY	5,027.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$5,027.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>PARKS & PLAYGROUNDS</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	18,000.00	147.49	3,181.40	14,572.72
COMMUNICATION	2,500.00	178.80	189.36	1,525.06
CONTINGENCY	5,000.00	72.30	0.00	2,489.55
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	8,000.00	328.31	535.88	5,247.65
GENERAL SUPPLIES & MATERIALS	48,500.00	4,930.59	1,418.69	29,702.57
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	4,300.00	0.00	0.00	3,172.42
OFFICE SUPPLIES	800.00	40.58	6.19	186.60
OTHER CONTRACTUAL SERVICES	24,000.00	365.85	345.12	15,447.87
OVERTIME	10,000.00	765.42	1,202.47	9,046.71
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	800.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	19,900.00	228.14	1,116.70	13,349.44
SALARIES	622,941.00	45,889.51	44,408.45	450,743.00
SEASONAL/PART TIME	97,920.00	6,100.75	1,830.75	78,729.83
TRAVEL & TRAINING	4,000.00	(0.66)	250.00	1,139.86
UNIFORMS	5,100.00	319.93	250.32	3,613.21
Total Expenditures	<u>\$871,761.00</u>	<u>\$59,367.01</u>	<u>\$54,735.33</u>	<u>\$628,966.49</u>
<u>PARKS IMPROVEMENT FUND-EXPEND</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	36,482.26
PROJECTS	0.00	3,000.00	251.90	3,435.52
Total Expenditures	<u>\$0.00</u>	<u>\$3,000.00</u>	<u>\$251.90</u>	<u>\$39,917.78</u>
<u>PLANNING INSPECTION ENFORCEMEN</u>				
COMMUNICATION	6,700.00	465.38	347.51	4,016.19
EQUIPMENT EXPENSE	3,000.00	0.00	0.00	650.33
GENERAL SUPPLIES & MATERIALS	1,500.00	0.00	31.36	235.04
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	7,000.00	371.77	86.12	4,365.33
OVERTIME	8,000.00	694.83	48.24	2,682.90
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	26,680.00	0.00	0.00	15,542.06
SALARIES	277,888.00	20,054.93	18,399.56	198,873.61
SEASONAL/PART TIME	11,822.00	1,316.23	1,302.15	12,599.88
TRAVEL & TRAINING	20,000.00	1,474.21	566.98	6,884.13
UNIFORMS	1,200.00	121.79	0.00	576.79
Total Expenditures	<u>\$363,790.00</u>	<u>\$24,499.14</u>	<u>\$20,781.92</u>	<u>\$246,426.26</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>PUBLIC WORKS-SERVICE DIVISION</u>				
COMMUNICATION	1,700.00	91.48	130.64	914.06
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	48,000.00	82.97	337.16	30,454.73
GENERAL SUPPLIES & MATERIALS	190,000.00	13,702.43	32,716.48	83,140.28
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	41,000.00	0.00	0.00	7,447.50
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	15,000.00	105.00	210.00	3,898.74
OVERTIME	15,900.00	286.80	323.79	7,055.58
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	2,500.00	454.88	150.00	1,601.18
REPAIRS TO BLDGS & STRUCTURES	0.00	0.00	0.00	130.00
SALARIES	606,563.00	36,320.85	36,124.74	375,898.02
SEASONAL/PART TIME	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	6,700.00	198.33	26.15	2,419.19
UNIFORMS	6,200.00	385.36	479.79	3,566.38
Total Expenditures	<u>\$933,563.00</u>	<u>\$51,628.10</u>	<u>\$70,498.75</u>	<u>\$516,525.66</u>
<u>QUALITY OF LIFE</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>RISK MGT. FUND EXPENDITURES</u>				
CONTINGENCY	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>SOCIAL SERVICES</u>				
OTHER CONTRACTUAL SERVICES	164,000.00	0.00	0.00	164,000.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$164,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$164,000.00</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>SOLID WASTE FUND EXPENDITURE</u>				
COMMUNICATION	1,300.00	76.06	78.77	590.80
CONTINGENCY	50,000.00	0.00	0.00	0.00
DEBT SERVICES	0.00	0.00	0.00	0.00
DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00
ELECTRICITY	4,200.00	356.01	364.57	2,563.73
EQUIPMENT EXPENSE	10,900.00	109.86	121.63	3,354.90
GENERAL SUPPLIES & MATERIALS	23,240.00	2,674.02	2,860.92	13,150.18
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	0.00	653.34
NATURAL GAS	2,400.00	26.33	25.31	1,367.99
NEW EQUIPMENT	5,900.00	0.00	0.00	0.00
OFFICE SUPPLIES	550.00	0.00	0.00	69.26
OTHER CONTRACTUAL SERVICES	387,080.00	2,078.72	28,137.72	241,129.28
OVERTIME	5,500.00	393.10	461.83	3,532.03
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	3,600.00	0.00	0.00	1,503.13
SALARIES	360,086.00	26,610.63	25,141.53	260,631.75
SEASONAL/PART TIME	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	174,778.00	0.00	0.00	174,778.00
TRANSFER TO GENERAL FUND	250,000.00	0.00	0.00	250,000.00
TRANSFER TO RESERVES	114,860.00	0.00	0.00	0.00
TRANSFER TO WATER/SEWER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	800.00	0.00	0.00	1,187.52
UNIFORMS	4,000.00	272.43	250.46	2,151.81
UTILITY-WATER	410.00	0.00	55.08	232.05
Total Expenditures	<u>\$1,401,604.00</u>	<u>\$32,597.16</u>	<u>\$57,497.82</u>	<u>\$956,895.77</u>
<u>SPECIAL ALCOHOL FUND EXPENDITURE</u>				
CONTINGENCY	164,852.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	60,000.00	0.00	0.00	60,000.00
TRANSFER TO EMPLOYEE BENEFIT	28,900.00	0.00	0.00	28,900.00
TRANSFER TO GENERAL FUND	62,934.00	0.00	0.00	62,934.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$316,686.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$151,834.00</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>SPECIAL HIGHWAY EXPENDITURES</u>				
2001 SIDEWALK RAMPS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	658,082.00	973.13	3,399.38	198,250.18
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	40.00	209,020.14
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	71,233.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	49,425.00
BUDGETED CAPITAL PROJECTS	0.00	819.10	881.65	10,793.73
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
CONTINGENCY	50,000.00	3,640.42	0.00	8,473.20
CORR MGT - GENERAL HAYS RD.	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER TO WATER/SEWER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
VINE ST.-MILL & OVERLAY--13/27	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$708,082.00</u>	<u>\$5,432.65</u>	<u>\$4,321.03</u>	<u>\$547,195.25</u>
<u>SPECIAL PRK & REC EXPENDITURES</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CONTINGENCY	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	283,679.00	6,771.50	750.00	71,093.19
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$283,679.00</u>	<u>\$6,771.50</u>	<u>\$750.00</u>	<u>\$71,093.19</u>
<u>SPORTS COMPLEX-EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	16,522.00
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,522.00</u>
<u>STORMWATER MANAGEMENT EXPENDIT</u>				
COMMUNICATION	750.00	71.26	119.11	761.35
CONTINGENCY	50,000.00	3,600.00	0.00	14,550.90
DEBT SERVICES	250,000.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	7,500.00	1,095.02	64.75	2,534.22
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	10,000.00	1,023.64	765.70	8,160.16
PROFESSIONAL SERVICES	22,000.00	616.00	778.50	11,620.50
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	52,604.00	3,970.16	3,308.46	39,701.60
TRANSFER TO EMPLOYEE BENEFIT	20,694.00	0.00	0.00	20,694.00
TRANSFER TO GENERAL FUND	65,195.00	0.00	0.00	65,195.00
TRANSFER TO NEW EQUIP. RESERVE	1,790.00	0.00	0.00	1,790.00
TRANSFER TO RESERVES	428,341.00	0.00	0.00	0.00
TRAVEL & TRAINING	2,500.00	220.88	150.00	674.79
UNIFORMS	200.00	0.00	0.00	0.00
Total Expenditures	<u>\$911,574.00</u>	<u>\$10,596.96</u>	<u>\$5,186.52</u>	<u>\$165,682.52</u>

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>SWIMMING POOL</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	39,500.00	5,664.00	100.73	28,963.80
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	11,000.00	8.47	0.00	10,142.61
GENERAL SUPPLIES & MATERIALS	9,700.00	647.78	150.00	3,328.45
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	400.00	0.00	0.00	288.69
OTHER CONTRACTUAL SERVICES	34,700.00	0.00	502.57	13,209.78
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	5,400.00	65.53	0.00	2,480.32
TRAVEL & TRAINING	0.00	0.00	0.00	0.00
Total Expenditures	\$100,700.00	\$6,385.78	\$753.30	\$58,413.65
<u>TDD SLS TAX EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	20,207.08	21,323.68	200,679.90
Total Expenditures	\$0.00	\$20,207.08	\$21,323.68	\$200,679.90
<u>UTILITIES DEPT./WATER CONSERV.</u>				
COMMUNICATION	500.00	31.43	29.48	335.37
GENERAL SUPPLIES & MATERIALS	2,500.00	17.98	1,307.18	1,474.32
GRANT FUNDING	5,000.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	2,000.00	700.00	0.00	1,106.86
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	5,000.00	0.00	0.00	0.00
OVERTIME	2,000.00	0.00	0.00	0.00
PROJECTS	198,000.00	10,958.75	4,123.00	91,667.84
SALARIES	53,131.00	4,009.88	3,892.32	40,098.79
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	2,000.00	914.20	0.00	2,319.97
UNIFORMS	200.00	0.00	0.00	0.00
Total Expenditures	\$270,331.00	\$16,632.24	\$9,351.98	\$137,003.15
<u>W/S NON-OPERATING EXPENDITURES</u>				
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
CLEAN DRINKING WATER FEE	20,000.00	0.00	0.00	11,967.54
CONTINGENCY	50,000.00	76.61	1,806.04	3,289.31
GRANT FUNDING	0.00	0.00	0.00	0.00
INTEREST ON METER DEPOSITS	1,000.00	22.34	21.62	215.55
OTHER CONTRACTUAL SERVICES	0.00	1,786.61	1,365.06	13,094.73
PROJECTS	0.00	0.00	0.00	0.00
R-9 RANCH EXPENDITURES	315,000.00	15,683.70	0.00	150,345.85
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO CAPITAL IMPROVEMEN	973,636.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	475,884.00	0.00	0.00	475,884.00
TRANSFER TO GENERAL FUND	963,787.00	0.00	0.00	963,787.00
TRANSFER TO NEW EQUIP. RESERVE	52,184.00	0.00	0.00	52,184.00
TRANSFER TO STORMWATER MGT	0.00	0.00	0.00	0.00
TRANSFER-SALES TAX RESERVE	2,500,000.00	0.00	0.00	0.00
TRNSF TO GEN. FROM WA SLS TX	584,459.00	0.00	0.00	584,459.00
WATER TAPS, HYDRANTS, METERS	131,840.00	24,556.04	3,462.14	90,522.26
Total Expenditures	\$6,067,790.00	\$42,125.30	\$6,654.86	\$2,345,749.24

	<u>Budgeted</u> <u>2015</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>WASTEWATER TREATMENT & COLL.</u>				
CHEMICALS	65,972.00	2,557.07	1,908.00	36,852.00
COMMUNICATION	3,000.00	175.57	193.49	1,528.26
ELECTRICITY	192,050.00	229.43	14,068.52	136,814.50
EQUIPMENT EXPENSE	92,400.00	4,350.93	1,897.79	48,985.48
GENERAL SUPPLIES & MATERIALS	28,000.00	1,966.07	3,593.17	14,866.35
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	27,505.00	830.39	780.46	12,025.21
OFFICE SUPPLIES	600.00	58.76	0.00	237.85
OTHER CONTRACTUAL SERVICES	186,050.00	6,246.51	2,897.19	30,871.54
OVERTIME	17,000.00	982.39	747.04	7,450.87
PROFESSIONAL SERVICES	29,906.00	4,291.30	2,244.20	14,362.25
PROJECTS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	30,000.00	24.05	0.00	720.97
SALARIES	438,163.00	32,616.10	32,079.21	327,629.58
SEASONAL/PART TIME	24,145.00	970.92	665.79	7,613.47
TRAVEL & TRAINING	4,500.00	889.56	62.00	2,777.61
UNIFORMS	4,500.00	201.15	189.38	2,172.24
Total Expenditures	<u>\$1,143,791.00</u>	<u>\$56,390.20</u>	<u>\$61,326.24</u>	<u>\$644,908.18</u>
<u>WATER PRODUCTION & DIST.</u>				
CHEMICALS	517,810.00	28,229.08	38,458.84	343,160.76
COMMUNICATION	5,250.00	303.16	237.38	2,339.28
ELECTRICITY	275,700.00	2,949.30	20,395.47	171,706.46
EQUIPMENT EXPENSE	57,824.00	7,842.01	6,942.01	35,552.96
GENERAL SUPPLIES & MATERIALS	42,000.00	5,562.61	2,675.05	24,459.99
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	3,150.00	0.00	0.00	948.19
NATURAL GAS	12,450.00	15.99	68.68	24,075.01
OFFICE SUPPLIES	1,150.00	83.34	2.88	1,004.03
OTHER CONTRACTUAL SERVICES	94,350.00	37,713.35	1,386.88	79,047.03
OVERTIME	22,000.00	3,656.59	3,473.62	22,403.61
PROFESSIONAL SERVICES	15,540.00	0.00	533.16	11,370.41
PROJECTS	36,806.00	0.00	40,525.00	11,735.00
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	4,775.00	531.19	260.74	2,173.50
SALARIES	581,969.00	37,097.29	45,168.22	388,039.66
SEASONAL/PART TIME	13,661.00	693.00	722.50	6,758.88
TRAVEL & TRAINING	4,500.00	278.00	36.00	1,848.30
UNIFORMS	5,000.00	368.39	242.76	3,172.26
Total Expenditures	<u>\$1,693,935.00</u>	<u>\$125,323.30</u>	<u>\$161,129.19</u>	<u>\$1,129,795.33</u>
Grand Totals	<u>\$35,023,660.00</u>	<u>\$1,485,473.37</u>	<u>\$1,689,733.52</u>	<u>\$22,586,145.51</u>

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6A

MEETING DATE: 10-22-15

TOPIC:

Mayoral Appointments for Approval

ACTION REQUESTED:

Consider approving Mayor Phelps' proposed appointments to the Hays Convention and Visitors Bureau Advisory Committee.

NARRATIVE:

The following appointments were recommended at the September 24, 2015 City Commission meeting and are now being presented for approval.

Hays Convention and Visitors Bureau Advisory Committee

Sharon Juenemann (Hotel Rep) – unexpired term to expire 12-1-17 (1st term)

Sean Patel (Hotel Rep) – unexpired term to expire 12-1-17 (1st term)

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mayor Phelps

ADMINISTRATION RECOMMENDATION:

N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Applications

CITY OF HAYS
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

Email: sharon.ables@blmotelsinc.com

Date: 9/17/2015

Name: Sharon Juenemann

Address: Po Box 94 Victoria KS 67671

Day Time Phone Number: (785)259-0936

Evening Phone Number:

Place of Employment: Comfort Inn & Suites

How long have you been a Resident of Hays: Since 2011

Name of Board(s) you are interested in serving on: Anything Community and Hotel related

How much time could you devote per month: 15 hours

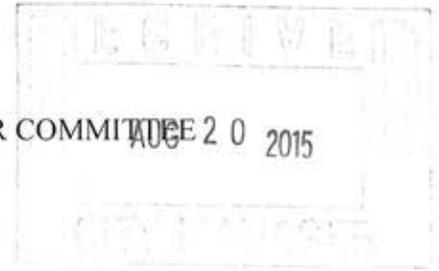
Are you related to anyone who is currently serving on a Board/Committee?: No

If Yes, Explain:

Briefly describe why you are interested in serving on a Board/Committee for the City of Hays: By joining the committee I believe that it will better help my position as General Manager to see how decisions are made throughout the community. To have my hand directly invested in the community will help me to find opportunities for growth at my hotel.

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community: I have yet to become a key member in our community. This is the first opportunity I have had time to commit too.

CITY OF HAYS
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE



NAME: SEAN PATEL

ADDRESS: 3503 VINE ST, HAYS, KS - 67601

DAY TIME PHONE NUMBER: 785-625-4839 EVENING PHONE NUMBER: _____

E-MAIL ADDRESS: gm.ks058@choicehotels.com

PLACE OF EMPLOYMENT: ECONOLodge

HOW LONG HAVE YOU BEEN A RESIDENT OF HAYS? SINCE NOV '2012

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: HAYS CVB Advisory

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? 4 hrs

ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? NO

IF YES, EXPLAIN: _____

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF HAYS. I have been actively involved in giving some suggestions at CVB meeting

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY. _____

Attended Numerous CVB meeting in Hays and in Abilene, Texas.

SIGNATURE: Seán Patel DATE: 8/20/15

Thank you for your interest in serving on a Board/Commission. It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Hays a better place to work, live and play.

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6B

MEETING DATE: 10-22-15

TOPIC:

Mayoral Appointment Recommendations

ACTION REQUESTED:

Receive Mayor Phelps' proposed appointments to the Building Trades Board and Hays Convention and Visitors Bureau Advisory Committee.

NARRATIVE:

The following proposed appointments will be presented for approval at the November 12, 2015 City Commission meeting.

Building Trades Board

Mark Brackney (General Contractor Rep) – 4-year term to expire 8-27-19 (1st term)

Hays Convention and Visitors Bureau Advisory Committee

Trina Dean (Hotel Rep) – unexpired term to expire 12-1-16 (1st term)

LuLu Sanchez (Hotel Rep) – unexpired term to expire 12-1-16 (1st term)

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mayor Phelps

ADMINISTRATION RECOMMENDATION:

N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Applications Received for these Boards

CITY OF HAYS
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

NAME: Mark Brackney
ADDRESS: 1955 Vineyard Rd Hays, Ks 67601
DAY TIME PHONE NUMBER: 785-432-0516 EVENING PHONE NUMBER: 785-625-4040
E-MAIL ADDRESS: brackney@vuraltel.net
PLACE OF EMPLOYMENT: Brackney Const & Supply Inc
HOW LONG HAVE YOU BEEN A RESIDENT OF HAYS? _____
NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: Building Trades

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? _____
ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? No
IF YES, EXPLAIN: _____

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF HAYS. Interested in seeing getting involved in helping the city of Hays with keeping the quality of its contractors at a high level. Enough with the weekend warriors and hobby contractors!

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY. Been a licensed contractor in Hays and surrounding areas for over 20yrs. Have built several quality homes here and would like to see that standard return.

SIGNATURE: Mark Brackney DATE: 10-13-15

Thank you for your interest in serving on a Board/Commission. It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Hays a better place to work, live and play.

CITY OF HAYS
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

Email: daysinnhays@gmail.com

Date: 10/16/2015

Name: Trina Dean

Address: 3205 Vine Street

Day Time Phone Number: 785-628-8261

Evening Phone Number: 785-259-8385

Place of Employment: Days INN of Hays KS

How long have you been a Resident of Hays: 9 months

Name of Board(s) you are interested in serving on: CVB Advisory Board

How much time could you devote per month: 8 hours

Are you related to anyone who is currently serving on a Board/Committee?: No

If Yes, Explain:

Briefly describe why you are interested in serving on a Board/Committee for the City of Hays: I am interested in gaining knowledge of the community, knowing about the town I am living in. I want to be a part of something bigger than myself.

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community:

CITY OF HAYS
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

Email: lulusanchezbw@gmail.com

Date: 10/6/2015

Name: LuLu Sanchez

Address: 1010 E 41st

Day Time Phone Number: 785-621-4373

Evening Phone Number: 956-483-5686

Place of Employment: Best Western Butterfield Inn

How long have you been a Resident of Hays: 1 yr

Name of Board(s) you are interested in serving on: Convention & Bureau

How much time could you devote per month: 62hrs

Are you related to anyone who is currently serving on a Board/Committee?: No

If Yes, Explain:

Briefly describe why you are interested in serving on a Board/Committee for the City of Hays: I will like to get involve in the committee and help out as much as I can.

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community: Unfortunately I haven't had the chance to participate in any activities, hopefully being part of the committee gives me the chance to be more involve.

CITY OF HAYS
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

Email: thefort@kshs.org

Date: 12/14/2013

Name: Connie Schmeidler

Address: 1472 Hwy. 183 Alt.

Day Time Phone Number: 785-628-6812

Evening Phone Number: 785-639-6215

Place of Employment: Fort Hays State Historic Site

How long have you been a Resident of Hays: 40 years

Name of Board(s) you are interested in serving on: Convention & Visitors Bureau

How much time could you devote per month: 2 hours

Are you related to anyone who is currently serving on a Board/Committee?: No

If Yes, Explain:

Briefly describe why you are interested in serving on a Board/Committee for the City of Hays: to help promote our site in community activities

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community:

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 10-22-15

TOPIC:

City/SEIU – Receipt of Findings of Fact and Recommendations – Official Hearing

ACTION REQUESTED:

Conduct a hearing, at which SEIU representatives and City staff shall be required to explain their positions.

NARRATIVE:

The City of Hays and Service Employees International Union Local 513 met and conferred to discuss the 2016-2018 contract. At the end of the meet and confer sessions, the parties had yet to agree on three items in the contract. Therefore, an impasse was declared on June 3, 2015. The State of Kansas appointed a mediator who unsuccessfully tried to mediate the dispute. The State of Kansas then appointed a fact finder who held a fact finding hearing on September 17th. These services were provided by Rex Wiant. The fact finder then issued the Findings of Fact on September 24th, which was received in my office on September 28th.

According to State Statute, if the dispute continues 14 days after the report is submitted to the party, the report shall be made public. A copy of the Fact Finding Report is included in this packet. Procedurally, the City Commission is required to hold a hearing on the matter. City staff, as well as the SEIU Local 513 Business Representative, will support the positions of each party at the hearing.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Harold Schlechtweg, SEIU Business Representative
Toby Dougherty, City Manager.

ADMINISTRATION RECOMMENDATION:

Hold a hearing of recommendations and input from SEIU representatives and City staff.

COMMITTEE RECOMMENDATION(S):

n/a

ATTACHMENTS:

City Commission Memo
Timeline of Process
Fact Finding Report
SEIU Memo
City Manager Memo
SEIU Contract with Markups from Meet and Confer Sessions

Commission Work Session Agenda

Memo

From: Toby Dougherty, City Manager

Meeting: October 15, 2015

Subject: Receipt of Finding of Fact and Recommendations -
Official Hearing October 22nd

Person(s) Responsible: Toby Dougherty, City Manager

Summary

City staff and SEIU have met and conferred various times throughout the year to discuss the 2016 – 2018 contract. June 3, 2015 impasse was declared, and in July, an unsuccessful mediation took place. A fact finding was conducted September 17. According to state statute the City Commission must hold a hearing and make public the findings of fact and recommendation as well as taking such action as it deems to be in the public interest, including the interest of the public employees involved.

Background

The agreement between the City of Hays and the SEIU Local 513, AFL-CIO expires December 31, 2015. City designated representatives met and conferred with SEIU representatives beginning March 11, 2015. Three sections of the contract: Health Insurance, PTO, and Termination, were unresolved after the meet and confer sessions. An impasse was declared on June 3.

In accordance with state statute, a mediator was appointed and an unsuccessful mediation attempt was held on July 16. After the unsuccessful mediation, the parties requested the appointment of a fact finder. These services were provide by Rex Wiant on September 17, 2015 and resulted in a fact finding report and recommendations received September 28th. After conversations between the SEIU Business Representative Harold Schlechtweg and City Manager Toby Dougherty, both parties are still at impasse.

Discussion

According to State Statute 75-4332, if the dispute continues 14 days after the report is submitted to the parties, the report shall be made public. A copy of the fact finding report and recommendations are included with this memo.

Procedurally the representative of the city shall submit to the City Commission a copy of the findings of fact and recommendations of the fact-finding board, together with the

staff's recommendations for settling the dispute. The SEIU may submit to the City Commission recommendations for settling the dispute. Staff and SEIU information and recommendations are included in this packet.

The City Commission is required to conduct a hearing October 22nd, at which time staff and SEIU representatives are given the opportunity to explain their positions. After holding the hearing, the City Commission shall take such action as it deems to be in the public interest, including the interest of the public employees involved.

Legal Consideration

The City is following the statutory requirements pertaining to this issue. The Commission, after hearing the "recommendations" from SEIU and the City Manager, is required to take whatever action it deems appropriate.

Financial Consideration

There is no financial consideration in setting a hearing. The impacts of the City Commission direction following the hearing may have a financial impact.

Process

This issue is brought to the City Commission as required by state statute. The City Commission is being asked to:

- Move the matter to the October 22nd regular meeting where the Commission will hold a hearing of recommendations and input from City Staff and SEIU representatives.
- After the hearing is conducted, the City Commission may take necessary action as it deems to be in the public interest, including the interest of the public employees involved.

Recommendation

Hold a hearing as required by state statute for recommendations and input from City Staff and SEIU representatives on October 22, 2015. Once closed, the City Commission may take necessary action as it deems to be in the public interest.

Action Requested

Open the hearing as required. After closing the hearing, the Commission may take necessary action.

Supporting Documentation

Attachment A: Timeline of Process

Attachment B: Fact Finding Report

Attachment C: SEIU Memo

Attachment D: City Manager Memo

Attachment E: SEIU Contract with Markups from Meet and Confer Sessions

SEIU	
March 11, 2015	Meet and Confer Session #1
March 25, 2015	Meet and Confer Session #2
April 22, 2015	Meet and Confer Session #3
May 21, 2015	Meet and Confer Session #4
June 3, 2015	Meet and Confer Session #5 Impasse Declared
July 16, 2015	Mediation
September 17, 2015	Fact Finding

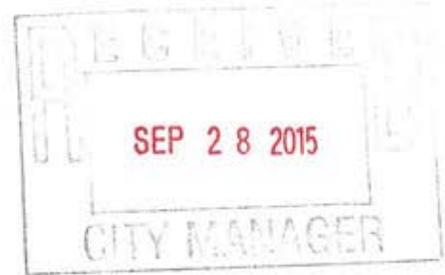
Rex H. Wiant, Arbitrator

37 East Concord Ave.
Kansas City, Missouri 64112
816.363.0018 Office/Fax
816.361.0144 Home
rwiant@naarb.org

September 24, 2015

Toby Dougherty
City Manager City of Hays
PO Box 490
Hays, KS 67601

Harold Schlechtweg
Business Manager
SEIU Local 513
3349 W. Douglas
Wichita, KS 67203



RE: Fact Finding City of Hays and SEIU Local 513, 75-I-6-2015.

Dear Representative Dougherty and Schlechtweg:

Enclosed is my fact finding report and statement. Thank you for the selection in this matter.

Sincerely,



Rex H. Wiant
Fact Finder

Rex H. Wiant, Arbitrator

37 East Concord Ave.
Kansas City, Missouri 64112
816.363.0018 Office/Fax
816.361.0144 Home
rwiant@naarb.org

September 24, 2015

Statement of Services

Fact Finding City of Hays and SEIU Local 513,
KS-PERB 75-I-6-2015.

1 day travel + 1 day hearing + 2 days study and writing = 4 days.

4 days X \$600 (KS-PERB rate) = \$2400

Expenses

Hotel	\$148.85
Mileage	\$322.00
Tolls	\$5.50
Postage	\$4.50
Subtotal	\$480.85

\$2400 + \$480.85 = \$2880.85

Half payable by each side \$1,440.42.

Toby Dougherty
City Manager City of Hays
PO Box 490
Hays, KS 67601

Harold Schlechtweg
Business Manager
SEIU Local 513
3349 W. Douglas
Wichita, KS 67203

evidence was subject to cross examination. The hearing closed with final arguments.

Background:

The city of Hays (hereinafter the "Employer") was incorporated in 1885 and is the county seat for Ellis County. It is a second class city according to Kansas law with a population of over 20,000. Its largest employer is Fort Hays State University and the City has a diversified economy including health care, oil and retail. The City benefits from a large trade area that keeps its commercial sector doing well.

The Service Employees International Union, Local 513 (hereinafter the "Union") represents full-time personnel in the Public Works, Parks and Utilities Departments. The Employer has two other bargaining units.

The Employer uses this agreement for a basis to guide policy for non-organized employees.

Findings of Fact:

The parties bargain under the Kansas Public Employer-Employee Relations Act. Both parties agreed that they had negotiated and mediated to the point of impasse.

The parties spent most of their arguments on the history of bargaining. No comparability groups or ability to pay arguments were made. Because the parties spent their time on history, the Fact Finder will base his decision on those facts.

The parties agreed to a wage increase of \$2,500 to all employees.

Issue 1. Health Insurance

Current Contract: The Employer budgets \$9,500 per employee to provide health insurance.

Employer Position: No change for the life of the three year agreement.

Union Position: Increase to \$10,500.

Discussion: Both sides must compromise on health insurance. The Employer wants to freeze its contribution for the life of a three year contract. The Union wants to continue a 100% benefit. From a practical point of view neither is reasonable. What they should be aiming for is the biggest benefit at least cost. History shows that insurance costs have been steadily rising. There is no reason to expect any change in the next year. Employees should share in those increased costs.

This next year \$9,500 will cover those costs and will give the parties time to meet and work out a long term guide. They will need to work with other Unions, large employers, the hospital and other health professionals. It is particularly important that the hospital remain viable, because without it, an injured person would be more than one hour away from any hospital. The interests are the same for the parties; here they can build a good solution that can serve a model for rural areas.

The Fact Finder's Recommendation is no change for the next year.

Issue 2. Paid Time Off

Current Contract: 100% of base salary.

Employer Position: Reduce to 70%.

Union Position: No change.

Discussion: The 100% number was part of a quid pro quo to switch from a laundry list of leave options to PTO. Now the Employer wishes to reduce that number to

70% and break that quid pro quo. This opens a new can of worms that neither side needs at this time.

It is important to note that the Employer's change does not get employees back to work any faster. The Employer has concerns about misuse of PTO and that is reasonable. If they believe an employee is misusing PTO they may request the traditional Doctor's note. If problems persist then further discipline may be appropriate. I hope the parties are not upset by the observation that Hays is a small town. If an employee is out on PTO and seen shopping for shoes it will be noticed and can be followed up on by the Employer. The Fact Finder's experience is that only a few of the employees try to take advantage of the system. It is easier to deal with the few than make changes that impact all employees in the bargaining unit.

The Fact Finder recommends no change.

Issue 3. Termination (Reopener)

Current Contract: Reopen wages and insurance annually.

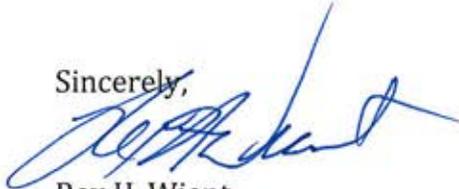
Employer Position: Wages only.

Union Position: No change.

Discussion: Wages and insurance are two sides of the same coin. It is money. To not talk about the money that pays for health insurance is like arguing which pocket the cash is going to come out to pay for dinner. It is going to be important that the parties have the flexibility to make changes in the future. In the next year the parties can be proactive in shaping solutions.

All Fact Finders want their recommendations to be accepted in toto. If this not possible, this Fact Finder hopes they can be used to shape a voluntary agreement. Voluntary agreements increase the likelihood that the next negotiations will result in a voluntary agreement.

Sincerely,



Rex H. Wiant

Fact Finder

Dated on September 24, 2015 in Kansas City, Missouri.

UNION'S MEMORANDUM

TO: CITY COMMISSION, CITY OF HAYS
FROM: HAROLD SCHLECHTWEG, FOR SEIU LOCAL 513
SUBJECT: MEMORANDUM OF AGREEMENT/PUBLIC HEARING TO
RESOLVE IMPASSE
DATE: OCTOBER 8, 2015

The City of Hays management negotiating team and the team representing employees in the SEIU bargaining unit in Public Works, Parks and Utilities, declared impasse June 3, 2015, after attempting to reach agreement on a new three year Memorandum of Understanding. The parties met under the auspices of a federal mediator June 16 but were unable to resolve differences. On July 24, 2016, a joint request for Fact Finding was filed with the State of Kansas. Subsequently, on Sept. 17, 2015, the parties met with a Fact Finder and the Fact Finder's Report and Recommendations were made available to the parties and the matter is now before the City Commission for final action.

The three issues before the Commission are addressed by Section 15 Health Insurance, Section 16. Paid Time Off (PTO) Policy, and Section 30 Termination. The Union urges the commission to adopt the Union's position on all three matters, rejecting the Fact Finder's Recommendation for Section 16, adopting the Fact Finder's Recommendation on PTO, the Short Term Disability benefit (Section 16, J., paragraph 3). It is unclear to the Union what the Fact Finder is recommending for Section 30. Termination, although he seems to be saying that since health insurance and wages are part of the total compensation package that an agreement to meet and confer over wages will necessarily include a calculation by employees of the increased costs of health insurance. In what follows, I address each of the three issues at impasse.

Section 15. Health Insurance

Language in the Memorandum of Agreement (MOA) that expires at the end of 2015 provides that the City will budget \$9500 per employee to provide health insurance. The Union requests that the City budget \$10,500 for 2016 and meet and confer with the SEIU bargaining committee next year and the year after to determine what the City's contribution will be for 2017 and 2018. The City's position is that the City's contribution for 2016, 2017 and 2018 will remain at \$9500 per employee and that the City will not agree to discuss this matter with employees for 2017 and 2018.

The Union raises the following points in support of its proposal to increase the cap to \$10,500:

- 1) The \$9500 cap on the City's contribution level has been in place since 2010—five years ago.
- 2) **During these five years, the cumulative increase in the cost of providing health care (not the cost of health insurance which can vary according to “experience” rating, work force demographics, and the profitability requirement for the insurance company) has been 16%.**
- 3) The Union's proposal to increase the cap is therefore for an increase (\$1,000 per employee) that is actually less than the increased cost of providing health insurance over the past five years.
- 4) One of two things have to happen over the next three years: either the cost will exceed the budgeted average of \$9500 per employee, or there will be a constant diminishment in the value of the benefit due to decreases in coverage or increases in deductibles, coinsurance and co-pays.

If the City Commission votes to maintain the cap at \$9500 we hope the Commission will allow the MOA to be re-opened (Section 30) to discuss how the increased costs will be allocated (require employees to pay a share of the premium or other adjustments).

Section 16. Paid-Time-Off (PTO) Policy, J. Short Term Disability Benefit, paragraph 3.

The MOA currently states, “3. Short Term Disability Benefit payments will total 100% of the employee's base pay and will be considered taxable income to the employee. Maternity leave will be considered a short term disability.” City management wants to drop this benefit to 70% of employee's base pay. The Union is asking there be no change to this benefit.

The Union raises the following points in support of its position of no-change to Section 16

- 1) When the Short Term Disability Benefit was negotiated 10 years ago, the parties' intent was that it would replace the Sick Leave Benefit then in place. Employees gave up their ability to accrue 880 hours of sick leave and in return were told that in place of sick leave—which paid wages at 100%--they would receive a short term disability benefit after 14 days off the job that would pay them at 100% just like sick leave. This bargain or trade-off went into place for the 2006 MOA. PTO was not intended to be a reduction in benefits.
- 2) While it is true that most employers provide only 2/3 or 70% of wages in fully-employer-paid disability policies, most of the employees of these employers have retained their sick leave. The disability only kicks in if the employee doesn't have sick leave to cover their absence.

3) The Union agrees with the Fact Finder who says:

“The 100% number was part of a quid pro quo to switch from a laundry list of leave options to PTO. Now the employer wishes to reduce that number to 70% and break that quid pro quo. This opens a new can of worms that neither side needs at this time.

“It is important to note that the Employer’s change does not get employees back to work any faster. The Employer has concerns about the misuse of PTO and that is reasonable. If they believe an employee is misusing PTO they may request the traditional Doctor’s note. If problems persists then further discipline may be appropriate.”

Section 30. Termination

The employer does not want to include a provision for re-opening the MOA to allow meet and confer if health insurance costs exceed what is budgeted. **The Union requests this “re-opener” to allow employees to have input on how the increased costs, beyond the cap, will be allocated.** We think this is particularly important if the \$9500 cap on expenditure per employee is maintained because it is sure to be breached in the next three years.

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 9-30-15
Re: City of Hays/SEIU 2016 – 2018 Meet and Confer Sessions

Timeline

The current Memorandum of Agreement with the Service Employees International Union Local 513 expires December 31, 2015. The City of Hays meet and confer team began meeting with SEIU representatives on March 11, 2015 to negotiate a new contract. After three months of meet and confer sessions there were three sections that had not been tentatively agreed to by both parties. The three sections were Section 15 “Health Insurance”, Section 16-J “PTO/Short Term Disability Benefit” and Section 30 “Termination”. Impasse was declared on June 3, 2015. On July 21, 2015, a mediation session was held that did not produce an agreement.

At the conclusion of the unsuccessful mediation, both parties notified the Public Employee Relations Board that the dispute was still unresolved, and a Fact Finder was appointed. The State-appointed Fact Finder held a hearing on September 17, 2015 where both sides had an opportunity to present their issues. The Fact Finder then issued a report on September 28, 2015.

Unresolved Items

There are three sections of the contract that both parties have yet to reach agreement upon.

Section 15 – Health Insurance

The current language in the contract states that the City agrees to budget \$9,500 per employee to provide health insurance. The City’s position was to leave the language in place for the upcoming three-year agreement. The SEIU wanted to increase the

City's budget number to \$10,500, and if the annual cost to provide health insurance to the members of the bargaining unit exceeded \$10,500, meet and confer sessions would be held.

Section 16-J – PTO/Short Term Disability Benefit

Current language provides that, when on short term disability, the City will provide the employees 100% of their base pay. The City currently receives 70% of an employee's pay from our short term disability provider. The other 30% is made up from the City's coffers. City staff felt this provided a disincentive for some employees to come back to work after an injury, and therefore, suggested language stating that the benefit would be at 70% of the employee's base pay. The union wants no change.

Section 30 – Termination

In the "Termination" section, both sides can't agree to annual openers that can be opened unilaterally each year of the contract if a specific process is followed. The contract that is expiring has "Wages/Administration of the Pay Plan" and "Health Insurance" as unilateral openers. For the 2016 – 2018 contract, City staff has suggested that only "Wages/Administration of the Pay Plan" be an annual opener. The union would also like to include "Health Insurance" as an annual opener if the cost per employee in the bargaining unit exceeds \$10,500.

Report of the Fact Finder

On September 28, 2015, the Fact Finding Report was received. On page two (2) of the Fact Finding Report, the Fact Finder incorrectly states that the parties have agreed to a wage increase of \$2,500 to all employees. The parties had tentatively agreed to a wage increase of \$2,050 for all employees covered by the contract. This is the same pay increase that the other City of Hays employees are scheduled to receive. The Fact Finder's findings and recommendations are summarized below.

Section 15 – Health Insurance

- The Fact Finder makes an incorrect assumption that \$9,500 will cover next year's cost.
- The Fact Finder then goes on to state that employees should share in the cost of health insurance.
- The Fact Finder recommends no change.

Section 16-J – PTO/Short Term Disability Benefit

- The Fact Finder mentions a quid pro quo between the City of Hays and SEIU Local 513, but that was part of a previous agreement and not meant to be in place in perpetuity.
- The Fact Finder then goes on to speculate on the motivation of employees.
- The Fact Finder then talks about the use and perceived misuse of PTO. The use of PTO is not an issue and was not brought up by City's negotiating team at any time during the negotiations. The City of Hays meet and confer team's concerns were centered only on the "Short Term Disability Benefit" section of the "PTO Policy", and specifically, the percentage of base pay an employee utilizing short-

term disability would receive. It is uncertain why the Fact Finder chose to bring up the possible misuse of PTO other than a lack of understanding of the core issue.

- The Fact Finder recommended no change.

Section 30 – Termination

- The Fact Finder discusses the cost of health insurance and then goes on to hope for a voluntary agreement to be reached.
- There is no recommendation accompanying discussion of the section.

City Staff Recommendations

Section 15 – Health Insurance

City staff suggests the Commission continue the practice of budgeting \$9,500 per employee to provide health insurance for the term of the three-year agreement. \$9,500 is what has been agreed to by the International Association of Firefighters and the Fraternal Order of Police. It is also the number City staff will use over the next three years for the non-unionized employees.

Section 16-J – PTO/Short Term Disability Benefit

City staff suggests that the Governing Body authorize short term disability payments totaling 70% of the employee's base pay. This is the same amount agreed to by the Fraternal Order of Police and is the same percentage that will be utilized for the International Association of Firefighters and nonunionized employees.

Section 30 – Termination

City staff recommends that the "Termination" section provide annual unilateral openers for "Wages/Administration of the Pay Plan". This would mirror the opener language in the Fraternal Order of Police and International Association of Firefighter contracts.

aw

MEMORANDUM OF AGREEMENT

PREAMBLE

This agreement is entered into on this _____ day of _____ between the City of Hays, Kansas, hereinafter referred to as the City or Employer, and Hays Service Employees Union Local 513, AFL-CIO, hereinafter referred to as the Union.

It is the purpose of this agreement to promote, in a cooperative manner, harmonious relations between the Employer and the Union; to provide for an equitable and peaceful procedure for the resolution of differences relating to work and other conditions of employment.

The City Commission of the City of Hays, Kansas, agrees that through the City Manager and his designated representatives, it will meet and confer with the Hays Service Employees Union Local 513, AFL-CIO. The Employer recognizes the Union as the sole and exclusive meet and confer agent for the purpose of meeting and conferring regarding salaries, wages, hours of work and other conditions of employment for all paid, full-time personnel in the Public Works Department, Parks Department and Utilities Department, and all other non-supervisory employees in the above mentioned departments excluding all security, elected officials, confidential secretaries, secretaries, and supervisory personnel as defined in the Kansas Public Employer-Employee Relations Act.

The term "paid, full-time personnel" is applied without regard to sex, position (except as provided above), division or duty to personnel employed by the City of Hays, Kansas, Public Works Department, Parks Department, and Utilities Department.

SECTION 1. APPLICABILITY OF KANSAS STATUTES

The City of Hays and the Union specifically agree that all proceedings under this agreement shall be governed by the provisions of the Kansas Public Employer-Employee Relations Act (K.S.A. 75-4321 et. seq.) and amendments thereto.

Tentatively Agreed on March 25, 2015

No change.

SECTION 2. RECOGNITION

The City recognizes the Union as the exclusive agent for all full-time non-supervisory employees of the Public Works Department, Parks Department, and Utilities Department as certified by the Kansas Public Employees Relations Board number UE 1 1974 and 75-UDC-1-1990 as amended.

Tentatively Agreed on March 25, 2015

No change.

SECTION 3. EMPLOYER'S RIGHTS

The City retains the right to manage and supervise its property and equipment, and the right, in accordance with applicable laws and regulations:

- A. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees for proper cause;
- B. Direct the work of its employees;
- C. To relieve employees from duties because of lack of work or for other legitimate reasons;
- D. To maintain the efficiency of the City operations entrusted to the Governing Body of the City;
- E. To determine the methods, means and personnel by which such operations are to be conducted;
- F. To take whatever other actions may be necessary to carry out the functions of the City in situations of emergency.

Tentatively Agreed on March 25, 2015
No change.

SECTION 4. PROHIBITED PRACTICES OF THE EMPLOYER

It shall be a prohibited practice for a public employer or its designated representative to willfully:

- A. Interfere, restrain or coerce public employees in the exercise of rights granted in this agreement and applicable to state statutes;
- B. Dominate, interfere or assist in the formation, existence or administration of any employee organization;
- C. Encourage or discourage membership in any employee organization, committee, association, or representation plan by discrimination in hiring, tenure, or other conditions of employment or by black listing;
- D. Discharge or discriminate against an employee because he has filed an affidavit, petition or complaint or given any information or testimony, or because he has formed, joined or chosen to be represented by any employee organization;
- E. Refuse to meet and confer in good faith with representatives of recognized employee organizations;
- F. Deny the rights accompanying certification or formal recognition;

- G. Deliberately or intentionally avoid mediation, fact-finding and arbitration endeavors;
- H. Institute or attempt to institute a lockout.

Tentatively Agreed on March 25, 2015
No change.

SECTION 5. PROHIBITED PRACTICES OF THE EMPLOYEE OR EMPLOYEE ORGANIZATION

It shall be a prohibited practice for public employees or employee organizations to willfully:

- A. Interfere with, restrain or coerce public employees in the exercise of rights granted in this agreement or state statutes;
- B. Interfere with, restrain or coerce a public employer with respect to management rights or with respect to selecting a representative for the purposes of meeting and conferring or the adjustment of grievance;
- C. Refuse to meet and confer in good faith with a public employer;
- D. Deliberately and intentionally avoid mediation, fact-finding, and arbitration efforts;
- E. It shall be a prohibited practice for an employee organization to endorse candidates, spend any of its income, directly or indirectly, for partisan or political purposes or engage in any kind of activity advocating or opposing the election of candidates for any public offices;
- F. During the Meet and Confer process to directly or indirectly contact any member of the Governing Body of the City of Hays for the purpose of discussing, influencing, or attempting to change any condition of employment pertaining to the employees or employee organization.

Tentatively Agreed on March 25, 2015
No change.

SECTION 6. DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, order affiliation, political affiliation, sex, physical handicap, or ancestry. The Union will use all reasonable efforts to report to the City an alleged discrimination which comes to the attention of the Union or its officers, in such a manner that the problem regarding discrimination will be dealt with as early as possible.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Tentatively Agreed on March 25, 2015
No change.

SECTION 7. REPRESENTATIVES AND MEET AND CONFER SESSIONS

Members of the bargaining unit selected to serve as the duly authorized representatives shall be certified in writing to the Director of Public Works, Director of Parks, Director of Utilities, and the City Manager **or his designee**. Meetings between the Union and City representatives shall be held at times mutually convenient for both. A maximum of three representatives and one alternate of the Union will receive their usual compensation when such meetings are held at the City's request during regular working hours of the employee.

Tentatively Agreed on March 25, 2015
Changes in red.

SECTION 8. CONTRACTING

Nothing in this agreement shall prohibit or restrict the rights of the City to contract out such work it deems necessary, provided that the City agrees that in contracting with third parties, in situations where employees of the City will be laid off by the City, the City shall include in any third-party contract a provision with said third-party that existing City employees shall be hired by said third party. The City shall have the right to discontinue any operations when it is in the best interests of the City. However, employees laid off shall be considered for employment in other City departments if job openings exist and the employee is qualified for work in those departments. Before a final decision is made to contract out a function or service of the City that would result in the layoff of employees covered by this agreement, the Union shall be notified and shall have the right to meet with the City Manager to discuss the proposed action.

Tentatively Agreed on March 25, 2015
No change.

SECTION 9. BULLETIN BOARDS

The Employer agrees to furnish bulletin board space to the Union in each City shop area where employees covered by this agreement are employed. The bulletin board shall be located in a convenient place in each work area and said bulletin board is to be used by the Union and the City. Notices posted shall bear the signature of the proper Union representative. No bulletins or notices shall contain anything derogatory or in any way reflect negatively upon the City, Union or any employee.

Tentatively Agreed on March 25, 2015
No change.

SECTION 10. VISITS BY UNION REPRESENTATIVES

Union officials will be permitted to visit with Union members during the Union members' regularly scheduled lunch period, provided that such activity does not interfere with the employee's regular work.

Tentatively Agreed on March 25, 2015

No change.

SECTION 11. GRIEVANCE PROCEDURES

Grievance, for the purpose of this agreement, shall mean any misunderstanding relating to interpretations arising from the specific language of the written agreement itself. Only matters involving whether the employer or employees are complying with the express provisions of this agreement shall constitute grievances under this section. For the purpose of this section, the SEIU Steward shall be designated, in writing, to the Department Head and City Manager by January 1 of each year.

The filing or pendency of any grievance under the provisions of this section shall in no way impede, delay or interfere with the right of the employer to take the action complained of, subject however, to a final decision on the grievance.

Grievances shall be processed as follows:

Step One: The complainant shall first orally present the matter to the employee's immediate supervisor. Normally, this will be done personally by the employee. Under circumstances where it is deemed necessary by the employee and the Union, the employee may request the presence of the SEIU Steward when presenting the matter to the immediate supervisor. It is not contemplated by the parties that this will be a frequent occurrence at this stage of the grievance procedure. This shall be done within 5 working days of the date the complainant knew or reasonably should have known of the incident or occurrence giving rise to the grievance or all rights enjoyed under this article shall be forfeited.

Step Two: If within 5 working days after oral presentation to the immediate supervisor the grievance still exists, the complainant, who may be assisted by the SEIU Steward, shall present to his Department Head, a written grievance stating all the facts of the incident in detail and the article or articles of this agreement which have been violated. At this step, and at any succeeding step, all parties shall have the right to make a record of the proceedings. The Department Head shall in all cases reduce his decision to writing, copies of which shall be given to all parties involved.

Step Three: If within 5 working days after presentation of the grievance to the Department Head the grievance still exists, the services of the Federal Mediation & Conciliation Services (FMCS) will be requested and both parties agree to jointly participate in grievance mediation.

Step Four: If, after participating in grievance mediation with FMCS, the grievance still exists, the grieving party can appeal to the City Manager for a grievance hearing. The City Manager or his designee shall make careful inquiry into the facts and circumstances of the grievance. The City Manager or his designee shall have access to

all documents related to the grievance. The decision as rendered by the City Manager or his designee shall be final and binding, subject to all statutory and constitutional rights relating to court review.

Tentatively Agreed on March 25, 2015
No change.

SECTION 12. PROBATION

All newly hired employees, promoted and rehired employees shall be considered probationary employees for a period of 6 consecutive months. If at any time during the 6-month period the employee's performance is found to be less than satisfactory, the employee's supervisor may recommend the employee's dismissal or demotion. However, based upon the demonstrated job performance of the employee, he may be considered for permanent appointment at any time during the probationary period, or his probationary period may be extended based on unsatisfactory performance. Any probationary employee may be discharged, without cause, and without recourse under any sections of this agreement.

Tentatively Agreed on March 25, 2015
No change.

SECTION 13. TEMPORARY EMPLOYEES

Temporary and/or part-time employees employed by the City to work during the summer months, or at any other time, shall not be covered by the terms of this agreement. Temporary and/or part-time employees will not receive paid-time-off (PTO), or health insurance benefits. However, Worker's Compensation is provided for temporary and/or part-time employees. Temporary and/or part-time employees, who may be employed as regular employees, shall acquire seniority from the date of their full-time regular employment with the City, subject to the City Manager's approval.

Tentatively Agreed on March 25, 2015
No change.

SECTION 14. SENIORITY

Seniority shall be defined and implemented as follows:

- A. City Seniority -- City seniority shall be defined as the length of service with the City measured from the employee's most recent date of hire by the City, or the date of rehiring by the City after previous termination.
- B. Classification Seniority -- Classification seniority shall be defined as the length of service, by an employee, in a specific position within a division (divisions being identified as the Service Division, Solid Waste Division, Parks Department, and Utilities Department).

- C. City seniority shall be a factor in the consideration of paid-time-off (PTO). PTO shall be scheduled by supervisors with due consideration being given to requests from employees which shall be determined among employees of equal rank by seniority; provided, however, that each employee shall be permitted to exercise his right of seniority only once each year prior to March 1.
- D. Division Seniority -- Division seniority shall be defined as the length of service, by an employee, in a specific division. Division seniority shall be considered in cases of layoffs and recalls, and in the filling of new jobs and permanent job vacancies. Employees temporarily transferred from one division to another shall retain and continue to accrue their divisional seniority in the division to which they are permanently assigned. An employee who permanently transfers from one division to another will be assigned a divisional seniority from the date of transfer.
- E. Loss of Seniority -- All seniority shall be lost and an employee shall cease to be an employee of the City upon the occurrence of any of the following:
1. If the employee resigns, quits, or is discharged;
 2. If the employee fails to report from a leave of absence;
 3. If the employee, while being on layoff, fails to return to work within 14 calendar days after mailing, by registered or certified mail, to the last known address of the employee, a notice for him to return to work.
- F. Vacancies and Job Openings – Job openings or vacancies in the Public Works Department, Parks Department, or Utilities Department will be posted on all City bulletin boards. The City will post the position, qualifications and salary range for any vacancies. All qualified applicants will be considered by the City in filling each opening or vacancy. Where qualifications are judged substantially equal by the City, priority for filling the position will be as follows:
1. Employees, with accrued seniority, within the department in which the vacancy occurs.
 2. Employees, with accrued seniority, within the City departments.
 3. Applicant from outside the City department.
- All written requests for promotion shall receive a written response from the City.
- G. Reduction in Force – The City shall have the right to discontinue any operations in part or entirely, and to lay off personnel when it is in the best interests of the City. Employees laid off shall be considered for employment in other City departments if job openings exist and the employee is qualified for the available position.
1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their position in seniority within the department.

2. Employees shall be called back from layoff according to position seniority in the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work.
3. Employees being laid off shall be given at least 30 days advance written notice of the layoff.
4. Employees being called back to work shall be notified in writing by certified United States mail sent to the most recent address provided to the **Director** of Human Resources ~~Coordinator~~ by the employee. The employee shall be given 14 days from the date the certified letter was mailed to respond as to his intentions to return to his previous employment. If no response is received by the end of the 14th day, the hiring process will begin.

Tentatively Agreed on March 25, 2015
Changes in red.

SECTION 15. HEALTH INSURANCE

The City agrees to budget \$9,500 per average employee to provide family health insurance.

An employee who has at least 10 years of service with the City of Hays, and retires from employment with the City, shall be able to remain on the City's Health Insurance Program until he: (a) reaches the age of 65; or (b) fails to pay the monthly premium payments. The retiree may elect to have the same members of his family covered as he did during employment with the City. The retiree's monthly premium will be based on the COBRA rate, which is established prior to each contract year with the assistance of the Plan Administrator. Coverage for the retiree and his family members (if covered under the Plan), will be identical to the coverage experienced by active City employees. When a retired employee reaches the age of 65 and terminates health insurance coverage with the City of Hays, his dependents may continue coverage under COBRA if they are eligible.

City proposes April 22, 2015:
No Change

SEIU proposes March 25, 2015:

The City agrees to budget ~~\$9,500~~ **\$10,500** per average employee to provide family health insurance.

An employee who has at least 10 years of service with the City of Hays, and retires from employment with the City, shall be able to remain on the City's Health Insurance Program until he: (a) reaches the age of 65; or (b) fails to pay the monthly premium payments. The retiree may elect to have the same members of his family covered as he did during employment with the City. The retiree's monthly premium will be based on the COBRA rate, which is established prior to each contract year with the

assistance of the Plan Administrator. Coverage for the retiree and his family members (if covered under the Plan), will be identical to the coverage experienced by active City employees. When a retired employee reaches the age of 65 and terminates health insurance coverage with the City of Hays, his dependents may continue coverage under COBRA if they are eligible.

SECTION 16. PAID-TIME-OFF (PTO) POLICY

In recognition of the varying work schedules of City employees and each employee’s diverse need for time away from work, the City provides a general leave policy of paid- time-off (PTO). PTO shall be accrued by full-time employees to use for vacations, illness, on or off the job injuries, medical/dental appointments, personal business, child care problems, pregnancies, for care of immediate family members, funerals, or for any other valid absence as determined by the employee’s supervisor.

A. PTO Accrual Rate and Process

Employees shall accrue the following amount of PTO on a biweekly basis:

Months of Service	Pay Period Accrual Rate	Max Annual Accrual Hours	Max Annual Amount of Accrual Days
0 – 47	7.4	192.4	24
48 – 107	8	208	26
108 – 167	8.6	223.6	28
168 – 227	9.3	241.8	30
228+	9.9	257.4	32

PTO accrual shall increase to the next level with the beginning of the payroll period in which the employee’s service (the date he started working full time for the City of Hays most recently) date falls, and the employee meets the appropriate years of service in accordance with the above schedule.

B. PTO Accrual During Absence

Employees will no longer accrue PTO after two weeks of absence from the job, or during any time during which Short Term Disability (STD) or Worker’s Compensation is being paid to the employee.

C. Eligibility for PTO

Employees shall accrue PTO hours immediately upon employment, however, an employee may not use these hours until after three full months of employment, or as approved by their Director or his designee.

In the event that an employee must be off the job but is not eligible for or does not have a sufficient amount of PTO time available, he may submit a leave request for leave without pay. The approval or non-approval of such request will be determined by the employee’s Director or his designee.

D. Maximum Accumulation of PTO

Employees shall have a maximum amount of PTO accrual equal to the number of hours they accrue during their anniversary year. Employees who exceed the accrual maximum shall not be credited with further PTO accrual until their accruals are reduced below the maximum accrual level. A waiver of the maximum accumulation rule may be granted under special circumstances with the permission of the City Manager.

E. Computing Scheduled or Unscheduled General Leave

Any absence for a fraction or part of a day shall be charged in increments of not less than one-half ($\frac{1}{2}$) hour.

F. Scheduling of PTO

PTO shall be distinguished between scheduled and unscheduled time off.

1. Scheduled PTO:

- (a) The scheduling of time off shall be at the discretion of the supervisor based upon operational considerations. Every effort will be made to accommodate the employee's requested dates for PTO.
- (b) Scheduled leave should be submitted to the supervisor no later than three (3) days in advance of the requested leave unless otherwise directed by the employee's supervisor. The supervisor shall have the option of denying or rescheduling the leave to another date and/or time based upon operational or business considerations.
- (c) Scheduled PTO must have the prior approval of the employee's supervisor.

2. Unscheduled PTO:

In the event the employee is unable to work due to unforeseen personal illness or injury, or for other unforeseen reasons, the following provisions shall apply:

- (a) If an employee is unable to report to work for any reason, he shall communicate this fact to his supervisor in accordance with his department/division rules and regulations. Such notification shall be made each time a scheduled work shift shall be missed unless authorization has been granted by the supervisor covering a prolonged absence of specified duration. Unless an employee can show good cause, failing to comply with this provision shall be considered an unscheduled absence without pay. Absences not

reported in accordance with these provisions shall be subject to disciplinary action.

- (b) The employee may be required to furnish medical verification or other proof that unscheduled use of PTO was unavoidable to his supervisor.
- (c) The unscheduled use of PTO which is considered to be excessive by the supervisor shall be investigated and the employee may be subject to disciplinary action. Supervisory personnel will document the reasons for initiating an investigation and the conclusion of their investigation.

G. Family Medical Leave.

The City will comply with state and federal law in all respects as pertains to Family and Medical Leave Act.

While on Family and Medical Leave, the City will continue to provide the employee's health care coverage under the same provisions as prior to the leave for up to, but not exceeding 6 months as long as the employee remains employed by the City of Hays. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage.

H. Worker's Compensation

The City will comply with state and federal law in all respects as pertains to Worker's Compensation.

At no time shall an employee use PTO and receive Worker's Compensation benefits simultaneously. An employee that is injured on the job and is eligible for Worker's Compensation benefits will not be eligible to collect Short Term Disability benefits.

If the injured employee is on the City's Health Insurance Program at the time of the injury, the City will continue to provide the injured employee's health care coverage under the same provisions as prior to the leave for up to, but not exceeding 6 months as long as the employee remains employed by the City of Hays.

I. Payment for PTO at Separation

Upon separation from employment with the City of Hays, employees who terminate in good standing and give a two-week notice of resignation will be paid for accrued but unused PTO on their final paycheck at their current rate of pay. In the event of death, the employee's heirs shall be entitled to payment for any accrued PTO.

J Short Term Disability Benefit

1. Full-time employees are eligible for and shall be covered by a Short Term Disability Benefit following three full months of employment. After three months of employment, and following two weeks of continuous illness or injury, an employee will be eligible to apply for Short Term Disability leave. The first two weeks of illness or injury leave must be charged to PTO. If the employee has no PTO time available, he may apply for leave from work without pay.
2. The Short Term Disability Benefit shall provide coverage for the period of disability in excess of the first two weeks for a maximum period of 24 weeks.
3. Short Term Disability Benefit payments will total 100% of the employee's base pay and will be considered taxable income to the employee. Maternity leave will be considered a short term disability.
4. Any employee incurring an illness or injury which will prevent the employee's return to work in excess of two weeks shall contact his supervisor to request Short Term Disability leave. The request shall be submitted in writing and shall be accompanied by a signed statement to the City from a duly licensed medical doctor verifying: (1) that the employee is medically unable to perform assigned duties; (2) the medical condition involved; and (3) the anticipated length of the required absence. The City reserves the right to require an employee to submit to an examination by one or more City designated physicians at any time during the duration of the Short Term Disability leave to confirm the disability.
5. While on Short Term Disability, if the employee is on the City's health insurance program at the time of his injury or illness, the City will continue to provide the employee's health care coverage under the same provisions as prior to the leave for up to, but not exceeding 6 months as long as the employee remains employed by the City of Hays.
6. Any employee who makes a false claim for Short Term Disability leave or who misrepresents the reasons for requesting Short Term Disability leave, shall be subject to disciplinary action up to and including dismissal.

City proposes April 22, 2015:

In recognition of the varying work schedules of City employees and each employee's diverse need for time away from work, the City provides a general leave policy of paid- time-off (PTO). PTO shall be accrued by full-time employees to use for vacations, illness, on or off the job injuries, medical/dental appointments, personal business, child care problems, pregnancies, for care of immediate family members, funerals, or for any other valid absence as determined by the employee's supervisor.

A. PTO Accrual Rate and Process

Employees shall accrue the following amount of PTO on a biweekly basis:

Months of Service	Pay Period Accrual Rate	Max Annual Accrual Hours	Max Annual Amount of Accrual Days
0 – 47	7.4	192.4	24
48 – 107	8	208	26
108 – 167	8.6	223.6	28
168 – 227	9.3	241.8	30
228+	9.9	257.4	32

PTO accrual shall increase to the next level with the beginning of the payroll period in which the employee's service (the date he started working full time for the City of Hays most recently) date falls, and the employee meets the appropriate years of service in accordance with the above schedule.

B. PTO Accrual During Absence

Employees will no longer accrue PTO after two weeks of absence from the job, or during any time during which Short Term Disability (STD) or Worker's Compensation is being paid to the employee.

C. Eligibility for PTO

Employees shall accrue PTO hours immediately upon employment, however, an employee may not use these hours until after three full months of employment, or as approved by their Director or his designee.

In the event that an employee must be off the job but is not eligible for or does not have a sufficient amount of PTO time available, he may submit a leave request for leave without pay. The approval or non-approval of such request will be determined by the employee's Director or his designee.

D. Maximum Accumulation of PTO

Employees shall have a maximum amount of PTO accrual equal to the number of hours they accrue during their anniversary year. Employees who exceed the accrual maximum shall not be credited with further PTO accrual until their accruals are reduced below the maximum accrual level. A waiver of the maximum accumulation rule may be granted under special circumstances with the permission of the City Manager.

E. Computing Scheduled or Unscheduled General Leave

Any absence for a fraction or part of a day shall be charged in increments of not less than one-half (½) hour.

F. Scheduling of PTO

PTO shall be distinguished between scheduled and unscheduled time off.

1. Scheduled PTO:

- (a) The scheduling of time off shall be at the discretion of the supervisor based upon operational considerations. Every effort will be made to accommodate the employee's requested dates for PTO.
- (c) Scheduled leave should be submitted to the supervisor no later than three (3) days in advance of the requested leave unless otherwise directed by the employee's supervisor. The supervisor shall have the option of denying or rescheduling the leave to another date and/or time based upon operational or business considerations.
- (c) Scheduled PTO must have the prior approval of the employee's supervisor.

2. Unscheduled PTO:

In the event the employee is unable to work due to unforeseen personal illness or injury, or for other unforeseen reasons, the following provisions shall apply:

- (a) If an employee is unable to report to work for any reason, he shall communicate this fact to his supervisor in accordance with his department/division rules and regulations. Such notification shall be made each time a scheduled work shift shall be missed unless authorization has been granted by the supervisor covering a prolonged absence of specified duration. Unless an employee can show good cause, failing to comply with this provision shall be considered an unscheduled absence without pay. Absences not reported in accordance with these provisions shall be subject to disciplinary action.
- (d) The employee may be required to furnish medical verification or other proof that unscheduled use of PTO was unavoidable to his supervisor.
- (e) The unscheduled use of PTO which is considered to be excessive by the supervisor shall be investigated and the employee may be subject to disciplinary action. Supervisory personnel will document the reasons for initiating an investigation and the conclusion of their investigation.

G. Family Medical Leave.

The City will comply with state and federal law in all respects as pertains to Family and Medical Leave Act.

While on Family and Medical Leave, the City will continue to provide the employee's health care coverage under the same provisions as prior to the leave for up to, but not exceeding 6 months as long as the employee remains employed by the City of Hays. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage.

H. Worker's Compensation

The City will comply with state and federal law in all respects as pertains to Worker's Compensation.

At no time shall an employee use PTO and receive Worker's Compensation benefits simultaneously. An employee that is injured on the job and is eligible for Worker's Compensation benefits will not be eligible to collect Short Term Disability benefits.

If the injured employee is on the City's Health Insurance Program at the time of the injury, the City will continue to provide the injured employee's health care coverage under the same provisions as prior to the leave for up to, but not exceeding 6 months as long as the employee remains employed by the City of Hays.

I. Payment for PTO at Separation

Upon separation from employment with the City of Hays, employees who terminate in good standing and give a two-week notice of resignation will be paid for accrued but unused PTO on their final paycheck at their current rate of pay. In the event of death, the employee's heirs shall be entitled to payment for any accrued PTO.

J. Short Term Disability Benefit

1. Full-time employees are eligible for and shall be covered by a Short Term Disability Benefit **the first of the month** following three full months of employment. After **the first of the month following** three months of employment, and following two weeks of continuous illness or injury, an employee will be eligible to apply for Short Term Disability leave. The first two weeks of illness or injury leave must be charged to PTO. If the employee has no PTO time available, he may apply for leave from work without pay.

7. The Short Term Disability Benefit shall provide coverage for the period of disability in excess of the first two weeks for a maximum period of 24 weeks.

8. Short Term Disability Benefit payments will total **400%- 70%** of the employee's base pay and will be considered taxable income to the employee. Maternity leave will be considered a short term disability.
9. Any employee incurring an illness or injury which will prevent the employee's return to work in excess of two weeks shall contact his supervisor to request Short Term Disability leave. The request shall be submitted in writing and shall be accompanied by a signed statement to the City from a duly licensed medical doctor verifying: (1) that the employee is medically unable to perform assigned duties; (2) the medical condition involved; and (3) the anticipated length of the required absence. The City reserves the right to require an employee to submit to an examination by one or more City designated physicians at any time during the duration of the Short Term Disability leave to confirm the disability.
10. While on Short Term Disability, if the employee is on the City's health insurance program at the time of his injury or illness, the City will continue to provide the employee's health care coverage under the same provisions as prior to the leave for up to, but not exceeding 6 months as long as the employee remains employed by the City of Hays.
11. Any employee who makes a false claim for Short Term Disability leave or who misrepresents the reasons for requesting Short Term Disability leave, shall be subject to disciplinary action up to and including dismissal.

SEIU proposes March 25, 2015:
No Change

SECTION 17. REST BREAKS AND LUNCH BREAKS

Rest breaks are a privilege that should be arranged so as not to interfere with City business. One 15-minute break in the morning and one in the afternoon is allowed. Employees shall take their rest break at the work site.

A 20 minute paid lunch break shall be included in the 8-hour workday. Employees will be required to take their lunch and rest breaks at the work site. Employees who are required to work overtime shall receive additional rest and lunch breaks in excess of:

- 2 hours - one additional 15 minute break
- 4 hours - one additional 20 minute lunch break
- 6 hours - one additional 15 minute break

Rest breaks and lunch breaks for employees in the Wastewater Treatment Plant and the Water Treatment Plant shall be determined by the Plant Superintendents and based upon the needs of the Plants.

Tentatively Agreed on March 25, 2015
No change.

SECTION 18. CIVIC LEAVE

- A. Employees who are to report for jury duty are to notify their supervisor as soon as possible. The supervisor is to modify the employee's work schedule as required for the employee to properly serve on jury duty. Time spent on jury duty is counted as leave with pay, and is not to be used to qualify for overtime pay. Such time will not be deducted from the employee's accumulated PTO.
- B. Employees who are required to serve as a witness or advisor to the court as part of their duties of employment with the City are to immediately notify their supervisor. The supervisor shall modify the employee's work schedule as needed for these duties. Time spent as a witness or advisor to the court on behalf of the City shall count as hours worked.
- C. Employees who are required to appear in court or for other legal proceedings not related to their City employment are to use PTO or leave without pay as needed to meet this legal requirement.
- D. Employees who receive fees for jury duty, or for serving as a witness or advisor services related to their duties with the City, are required to turn these payments over to the City.

Tentatively Agreed on March 25, 2015
No change.

SECTION 19. LENGTH OF SERVICE BONUS

Upon termination of employment, the bonus will be paid to the eligible employees calculated in accordance with the FLSA, and based on the salary earned to the date of termination.

The City agrees to pay a bonus to eligible employees based upon the City seniority (length of service) of said employee with the City of Hays. The bonus shall be calculated and paid bi-weekly on any overtime earned by an employee that is eligible for the longevity bonus. At the end of the payroll year, the bonus amount on the base pay for eligible employees for the preceding year will be ascertained. The bonus on the base pay for eligible employees for each payroll year, which will coincide with the time period covered by employees' W-2 Wage and Tax Statement for each fiscal year, will be paid no later than January 15 of the following year. Eligibility for bonuses shall be determined by anniversary dates occurring before January 1st of each contract year.

Upon termination of employment, the bonus on base earnings will be paid to eligible employees, and determined by the salary earned to the date of termination.

Longevity bonuses based on length of service shall be paid on the basis of the following percentages:

After 5 years service, 2%
After 8 years service, 3%
After 10 years service, 4%
After 15 years service, 5%
After 20 years service, 6%
After 25 years service, 7%

Tentatively Agreed on March 25, 2015
No change.

SECTION 20. HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Day - January 1st
Memorial Day - last Monday in May
Independence Day - July 4th
Labor Day - first Monday in September
Veterans Day - November 11th
Thanksgiving Day - 4th Thursday in November
Friday after Thanksgiving
Christmas - December 25th
Christmas Eve – December 24th

Any day designated by the City Manager on which any other City employees are given a holiday.

Holidays will not be charged against an employee's PTO when they occur during regular scheduled vacation periods.

Determination of holiday for shift personnel shall be based on the actual date of the holiday. For employees who normally work Monday-Friday schedules, holidays falling on a Saturday or Sunday shall be observed either on the Friday before the holiday or the Monday immediately following.

Tentatively Agreed on March 25, 2015
No change.

SECTION 21. HOURS OF WORK

- A. Schedules for shift personnel shall be prepared and posted two weeks prior to the effective date of the schedule. The schedule shall cover days on and days off for the next month. The supervisor may require employees to work hours above and beyond the posted schedule as the needs of the department/division require. Scheduled changes due to PTO requests after the monthly schedule has been posted, shall be made at the discretion of the supervisor.

- B. Shift personnel shall be notified as soon as possible when they are required to work overtime. Except in emergencies, employees shall not be required to work more than 16 hours without an 8 hour break.
- C. Employees assigned to standby status are to be compensated at a rate of one-fourth of the employee's basic hourly rate of pay. Standby pay is to be in affect when the employee is told to be on standby until he is advised that he has been taken off of standby.
- D. Overtime work shall be distributed fairly among the employees covered by this agreement capable of performing the work in their respective departments and classifications.
- E. All weekend and holiday work for shift personnel will be rotated to the extent possible so that all employees share equal numbers on weekends and holidays off.

Tentatively Agreed on April 22, 2015

No change.

SECTION 22. HOLIDAY COMPENSATION AND CALL BACK PAY

An employee whose regularly scheduled work day falls on any City recognized holiday shall receive his regular pay for the scheduled hours of work. This employee shall receive additional holiday compensation at the rate of one and one-half times (1½) his regular rate of pay as holiday compensation for any hours worked on the holiday, not to exceed his regular scheduled hours of work. Any hours worked as overtime, which is time exceeding the regularly scheduled work hours, shall be compensated at the rate of one and one-half (1 ½) times his regular rate of pay. No additional holiday compensation will be paid for these overtime hours.

An employee whose scheduled day off falls on any City recognized holiday shall receive, in addition to his day off, regular pay as holiday compensation equal to the amount of hours the employee would regularly be scheduled for work. Celebrated holiday hours shall be counted as time worked to meet FLSA requirements.

An employee who is required to work his regularly scheduled day off, or is called to work a portion thereof, as overtime on a holiday, shall receive one and one-half (1½) rate of pay for hours worked. An employee called back to duty on a holiday shall receive a minimum of 2 hours pay.

Call back to duty other than holidays shall receive not less than 1 hour of pay at the employee's regular hourly rate of pay unless such time is worked in excess of 40 hours that work week. Employees working "scheduled" overtime shall receive not less than one-half hour's pay. Scheduled overtime includes work activities that are planned and scheduled in advance, but performed at times other than regular work hours. Determination of holidays for shift personnel shall be based on the actual date of the holiday beginning from 00:01 o'clock the day of the holiday.

Tentatively Agreed on March 25, 2015
No change.

SECTION 23. OVERTIME

Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA). Approval to work overtime shall be given by the employee's supervisor. PTO shall be considered as time worked for the purpose of computing overtime.

Tentatively Agreed on March 25, 2015
No change.

SECTION 24. WORK ASSIGNMENT IN HIGHER CLASSIFICATION

During routine operations, when an employee is specifically assigned by the Director of Public Works, Director of Utilities, or Director of Parks to fulfill the duties and responsibilities of a higher job classification for a period of more than fourteen (14) consecutive days, the employee shall be compensated by computing the percentage difference between his current range and the range in which he is serving. The employee's current pay will then be increased by that percentage difference to derive the new rate of pay. The pay increase shall be retroactive after the employee has served more than fourteen (14) consecutive days in the higher classification. This additional compensation shall remain in effect until such time as the additional duties are reassigned to another employee when, the employee will revert back to their original pay.

Tentatively Agreed on March 25, 2015
No change.

SECTION 25. STRIKES AND LOCKOUTS

The Union or any employee shall not engage in a strike, slowdown or other work stoppage, or otherwise engage in prohibited practices as defined and prohibited by Kansas Statute or this agreement. The Union will not encourage, recognize or condone any such activities on the part of City employees. Should City employees engage in strikes, slowdowns, work stoppages, or other prohibited practices, they shall be subject to disciplinary action.

The City will not engage in a lockout or other practice prohibited by Kansas Statute or this agreement.

Tentatively Agreed on March 25, 2015
No change.

SECTION 26. CLOTHING

The City will arrange for uniforms on a fit-to-size basis. All employees provided a uniform will be required to wear said uniform to, from, and during work for the City and while representing the City of Hays. Employees are prohibited from wearing City uniforms after working hours. Coveralls, on a need basis as determined by departmental supervisors, will be provided.

Tentatively Agreed on March 25, 2015
No change.

SECTION 27. PAYROLL DUES DEDUCTION

The City agrees, during the term of this agreement, that it will deduct the local union membership fee once each month from the pay of each employee who authorizes such deduction in writing. Authorization cards signed by the employee shall be furnished to the City by the Union. All sums deducted shall be remitted by the City within 10 days of such deduction to the Service Employees Union Local 513 by check made payable to the Service Employees International Union Local 513.

For the Services provided, the Union agrees to pay to the City, an annual fee of \$25.00 prior to February 1st of each year.

Tentatively Agreed on March 25, 2015
No change.

SECTION 28. SAFETY AND HEALTH

The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. The Employer has established a Safety Committee comprised of both management and workforce employees to make all reasonable efforts to correct unsafe working conditions. The **Director of Human Resource Coordinator** and the City's Risk Management Consultant provide directive and guidance for the committee's functions. The employees agree to notify their supervisor and/or departmental committee representatives in writing of any safety hazard of which they are aware.

Tentatively Agreed on March 25, 2015
Changes in red.

SECTION 29. WAGES / ADMINISTRATION OF THE PAY PLAN

For fiscal year 2016 the City will make the following adjustments: the City will provide employees of the SEIU bargaining union with a \$2,050 pay adjustment effective with the first payroll in 2016 and the City will increase the beginning of the present pay grades by \$1,500.

Tentatively Agreed on June 3, 2015
Changes in red.

SECTION 30. TERMINATION

The termination date of this Memorandum of Agreement shall be December 31, 2015. However Section 29 "Wages / Administration of Pay Plan" may be reopened on an annual basis if notice of intention to do so is received in writing by the other party prior to March 1 of each succeeding year.

In preceding year, if health insurance exceeds \$9,500 per average employee, in the following year either party can ask for Section 10 "Health Insurance" to be reopened. Additional items may be reopened, if mutually agreed upon in writing by both parties.

City proposes April 22, 2015:

The termination date of this Memorandum of Agreement shall be December 31, ~~2015~~ 2018. However Section 29 "Wages / Administration of Pay Plan" may be reopened on an annual basis if notice of intention to do so is received in writing by the other party prior to March 1 of each succeeding year.

~~In preceding year, if health insurance exceeds \$9,500 per average employee, in the following year either party can ask for Section 10 "Health Insurance" to be reopened.~~ Additional items may be reopened, if mutually agreed upon in writing by both parties.

SEIU proposes March 25, 2015:

The termination date of this Memorandum of Agreement shall be December 31, ~~2015~~ 2018. However Section 29 "Wages / Administration of Pay Plan" may be reopened on an annual basis if notice of intention to do so is received in writing by the other party prior to March 1 of each succeeding year.

In preceding year, if health insurance exceeds ~~\$9,500~~ \$10,500 per average employee, in the following year either party can ask for Section 10 "Health Insurance" to be reopened. Additional items may be reopened, if mutually agreed upon in writing by both parties.

SECTION 31. SAVINGS CLAUSE

Should any section or portion thereof of this contract be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section, or portion thereof, directly specified in the decision, upon the issuance of such a decision. The parties agree to immediately negotiate a substitute, if possible, for the invalidated section or portion thereof.

Tentatively Agreed on March 25, 2015

No change.

IN WITNESS WHEREOF, the City and the Union have hereunto set their hands this _____ day of _____, _____.

FOR THE UNION

FOR THE CITY

Unit Chairman

Mayor

Unit Vice-Chairman

City Manager

Business Representative

Director of Public Works

Director of Parks

Director of Utilities

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 10-22-15

TOPIC:

City Commission Resolution for SEIU and City Impasse

ACTION REQUESTED:

The City Commission may take necessary action as it deems to be in the public interest, including the interest of the public employees involved.

NARRATIVE:

After closing the hearing the City Commission shall take such action as it deems to be in the public interest, including the interest of the public employees involved.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

N/A

ADMINISTRATION RECOMMENDATION:

N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

None

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 9

MEETING DATE: 10-22-15

TOPIC:

Consider adopting the 2015 Uniform Public Offense Code for Kansas Cities

ACTION REQUESTED:

Approve Ordinance No. 3904 adopting the 2015 version of the Uniform Public Offense Code for Kansas Cities for use within the City of Hays.

NARRATIVE:

The League of Kansas Municipalities publishes a revised Uniformed Public Offense Code (UPOC) on a yearly basis. The UPOC contains the most current legislative changes and updates. The majority of the UPOC remain the same from year to year, with only a few changes made. A handout has been prepared noting the additions and/or changes.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Don Scheibler, Chief of Police

ADMINISTRATION RECOMMENDATION:

Approve the ordinance as prepared by City Attorney John Bird.

COMMITTEE RECOMMENDATION(S):

NA

ATTACHMENTS:

Staff Memo
Ordinance No. 3904 adopting the 2015 UPOC as prepared by City Attorney John Bird
Handout noting the additions and/or changes in the 2015 UPOC.

ORDINANCE NO. 3904

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAYS, KANSAS, INCORPORATING BY REFERENCE "THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2015, AND REPEALING ORDINANCE NO. 3888 OF THE CODE OF ORDINANCES OF THE CITY OF HAYS, KANSAS, AS PASSED ON SEPTEMBER 25, 2014, AND AS PUBLISHED ON OCTOBER 13, 2014.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

Section 1. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Hays, Kansas, that certain code known as "The Uniform Public Offenses Code," Edition of 2015, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3904," and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. REPEAL. Ordinance No. 3888, adopted September 25, 2014, and as published October 13, 2014, is hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in The Hays Daily News, the official city newspaper.

PASSED by the Commission the 22nd day of October, 2015.

APPROVED AND SIGNED by the Mayor this 22nd day of October, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(SEAL)

**OVERVIEW OF CHANGES TO THE 2015 UNIFORM
PUBLIC OFFENSE CODE FOR KANSAS CITIES**

Brief outline of changes made to ordinance

Words Added

~~**Words Deleted**~~

1.1 DEFINITIONS

(pages 6-24) Added definitions Advance Voting Site, Animal, Auction Motor Vehicle Dealer, Beer, Cardholder, Caterer, Cigarette, City or County Correctional Officer or Employee, Club, Class A Club, Class B Club, Court Appointed Guardian, Distribute, Domestic Pet, Drinking Establishment, Equine, Farm Animal, Fighting Words, Financial Card, Fish, Funeral, Furbearing Animal, Furharvest, Game Animal, Health Care Facility, Health Care Provider, Hunt, Juvenile Correctional Facility Officer or Employee, Juvenile Detention Facility Officer or Employee, Maliciously, Needle, Nonferrous Metal, Possession, Private Place, Public Demonstration, Retail Dealer, Rebuilder, Runaway, Salvage Vehicle Dealer, Salvage Vehicle Pool, Sample, School Employee, Scrap Metal Recycler, Sexual Intercourse, Sodomy, State Correctional Officer or Employee, Spirits, Spouse, Telecommunications Device, Temporary Permit, Tobacco Products, Unlawful Sexual Act, Vehicle Crusher, Vehicle Dealer, Vehicle Recycler, Wildlife and Wine. Removed definitions Arson Dog, Correctional Officer or Employee, Identification Document, Regulated Scrap Metal, Regulated Scrap Metal Yard, Scrap Metal Dealer, Search and Rescue Dog. Removed language from the definition To Deprive Permanently. Added and removed language from Law Enforcement Officer. Added and removed language from the definition Public Officer. Added and removed language from the definition State or This State. Added language to the definition Toxic Vapors. Added language to the definition Written Instrument.

Advance Voting Site. The central county election office or satellite advance voting sites designated as such pursuant to subsection (c) of K.S.A. 25-1122, and amendments thereto, and adult care homes and hospital based care units at the time of an election participating in the voting procedures prescribed in K.S.A. 25-2812.

Animal. Every living vertebrate except a human being.

~~**Arson Dog.** Any dog which is owned, or the service of which is employed, by the state fire marshal or a fire department for the principal purpose of aiding in the detection of liquid accelerants in the investigation of fires.~~

Auction Motor Vehicle Dealer. Any person who for commission, money or other thing of value is engaged in an auction of motor vehicles except that the sales of such motor vehicles shall involve only motor vehicles owned by licensed motor vehicle dealers and sold to licensed motor vehicle dealers, except that any auction motor vehicle dealer, registered as such and lawfully operating prior to June 30, 1980, shall be deemed to be and have been properly licensed under this act from and after July 1, 1980. For the purposes of this subsection, an auction is a private sale of motor vehicles where any and all licensed motor vehicle dealers who choose to do so are permitted to attend and offer bids and the private sale of such motor vehicles is to the highest bidder.

Beer. A beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content.

Cardholder. The person or entity to whom or for whose benefit a financial card is issued.

Caterer. An individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

Cigarette. Any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape, and irrespective of tobacco being flavored, adulterated or mixed with any other ingredient if the wrapper is in greater part made of any material except tobacco.

City or County Correctional Officer or Employee. Any correctional officer or employee of the city or county or any independent contractor, or any employee of such contractor, working at a city holding facility or county jail facility.

~~**Correctional Officer or Employee.** Any officer or employee of the Kansas department of corrections or any independent contractor, or any employee of such contractor, working at a correctional institution.~~

Club. A Class A or Class B club.

Class A Club. A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director, for the exclusive use of the corporate stockholders,

partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them.

Class B Club. A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

Court Appointed Guardian. One who is appointed by a court and has legal authority and duty to care for another person, especially because of the other's infancy, incapacity or disability.

~~To~~ Deprive Permanently.

- (a) Take from the owner the possession, use or benefit of property, without an intent to restore the same; ~~or~~
- (b) Retain property without intent to restore, ~~it~~ the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or
- (c) Sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner.

Distribute. The actual or constructive transfer from one person to another of some item whether or not there is an agency relationship. **Distribute** includes, but is not limited to, sale, offer for sale, furnishing, buying for, delivering, giving, or any act that causes or is intended to cause some item to be transferred from one person to another. **Distribute** does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act, or otherwise authorized by law.

Domestic Pet. Any domesticated animal which is kept for pleasure rather than utility.

Drinking Establishment. Premises which may be open to the general public, where alcoholic liquor by the individual drink is sold. **Drinking establishment** includes a railway car.

Equine. A horse, pony, mule, jenny, donkey or hinny.

Farm Animal. An animal raised on a farm or ranch and used or intended for use as food or fiber.

Fighting Words. Words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace.

Financial Card. An identification card, plate, instrument, device or number issued by a business organization authorizing the cardholder to purchase, lease or otherwise obtain money, goods, property or services or to conduct other financial transactions.

Fish. As a verb, means take, in any manner, any fish.

Funeral. The ceremonies, processions, and memorial services held in connection with the burial or cremation of a person.

Furbearing Animal. Any badger, beaver, bobcat, grey fox, lynx, marten, mink, muskrat, opossum, otter, raccoon, red fox, spotted skunk, striped skunk, swift fox or weasel.

Furharvest.

- (a) Take, in any manner, any furbearing animal; or
- (b) Trap or attempt to trap any coyote.

Game Animal. Any big game animal, wild turkey or small game animal.

Health Care Facility. Any licensed medical care facility, certificated health maintenance organization, licensed mental health center, or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients.

Health Care Provider. Any person:

- (a) Licensed to practice a branch of the healing arts;
- (b) Licensed to practice psychology;
- (c) Licensed to practice professional or practical nursing;
- (d) Licensed to practice dentistry;
- (e) Licensed to practice optometry;
- (f) Licensed to practice pharmacy;
- (g) Registered to practice podiatry;
- (h) Licensed as a social worker; or
- (i) Registered to practice physical therapy

Hunt.

- (a) Take, in any manner, any wildlife other than a fish, bullfrog, furbearing animal or coyote; or
- (b) Take, in any manner other than by trapping, any coyote.

~~**Identification Document.** Any card, certificate or document or banking instrument including, but not limited to, credit or debit card, which identifies or purports to identify the bearer of such document, whether or not intended for use as identification, and includes, but is not limited to, documents purporting to be drivers' licenses, nondrivers' identification cards, certified copies of birth, death, marriage and divorce certificates, social security cards and employee identification cards.~~

Juvenile Correctional Facility Officer or Employee. Any officer or employee of the juvenile justice authority or any independent contractor, or any employee of such contractor, working at a juvenile correctional facility, as defined in K.S.A. 38-2302, and amendments thereto.

Juvenile Detention Facility Officer or Employee. Any officer or employee of a juvenile detention facility as defined in K.S.A. 38-2302, and amendments thereto.

Law Enforcement Officer.

- (a) Any person who by virtue of ~~his or her~~ such person's office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses.
- (b) Any university police officer or campus police officer, as defined in K.S.A. 22-2401a, and amendments thereto.

Maliciously. A state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.

Needle. A sharp, pointed implement used for the purpose of tattooing, cosmetic tattooing or body piercing. The term **needle** does not include any implements or object altered to be used as needles.

Nonferrous Metal. A metal that does not contain iron or steel, including but not limited to: Copper, brass, aluminum, bronze, lead, zinc, nickel and their alloys.

Possession. Having joint or exclusive control over an item with knowledge of or intent to have such control or knowingly keeping some item in a place where the person has some measure of access and right of control.

Private Place. A place where one may reasonably expect to be safe from uninvited intrusion or surveillance.

Public Demonstration.

- (a) Any picketing or similar conduct, or
- (b) Any oration, speech, use of sound amplification equipment or device, or similar conduct that is not part of a funeral.

Public Officer. Includes the following, whether elected or appointed.

- (a) An executive or administrative officer of the city;
- (b) A member of the governing body of the city;
- (c) A judicial officer, which shall include a judge, municipal judge, magistrate, juror, master or any other person appointed by a judge or court to hear or determine a cause of controversy;
- (d) A hearing officer, **which** shall include any person authorized by law or private agreement, to hear or determine a cause or controversy and who is not a judicial officer;
- (e) A law enforcement officer; **and or public safety officer**
- (f) Any other person exercising the functions of a public officer under color of right.

Regulated Scrap Metal. ~~Means wire, cable, bars, ingots, wire scraps, pieces, pellets, clamps, aircraft parts, junk vehicles, vehicle parts, pipes, or connectors made from aluminum; catalytic converters containing platinum, palladium, or rhodium; and copper, titanium, tungsten, stainless steel and nickel in any form; for which the purchase price was primarily based on the content therein of aluminum, copper, titanium, tungsten, nickel, platinum, palladium, stainless steel, or rhodium; any item composed in whole or in part of any nonferrous metal other than an item composed of tin, that is purchased or otherwise acquired for the purpose of recycling or storage for later recycling. Aluminum shall not include food or beverage containers.~~

Regulated Scrap Metal Yard. ~~Any yard, plot, space, enclosure, building, or any other place where regulated scrap metal is collected, gathered together and stored or kept for shipment, sale, or transfer.~~

Retail Dealer. A person, other than a vending machine operator, in possession of cigarettes or electronic cigarettes for the purpose of sale to a consumer.

Rebuilder. A person who is engaged in the business of rebuilding salvage vehicles, as defined in K.S.A. 8-196, and amendments thereto, and selling such rebuilt salvage vehicles.

Runaway. A child under 18 years of age who is voluntarily absent from:

- (a) The child's home without the consent of the child's parent or other custodian; or
- (b) A court ordered or designated placement, or a placement pursuant to court order, if the absence is without the consent of the person with whom the child is placed or, if the child is placed in a facility, without the consent of the person in charge of such facility or such person's designee.

Salvage Vehicle Dealer. Any person engaged in the business of buying, selling or exchanging used vehicles and primarily engaged in the business of the distribution at wholesale or retail of used motor vehicle parts and includes establishments primarily engaged in dismantling motor vehicles for the purpose of selling parts.

Salvage Vehicle Pool. Any person who as an agent for a third party is primarily engaged in the business of storing, displaying and offering for sale salvage vehicles.

Sample. Cigarettes or tobacco products distributed to members of the general public at no cost for purposes of promoting the product.

School Employee. Any employee of a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12.

~~**Scrap Metal Dealer.** Any person that operates a business out of a fixed location, and that is also either:~~

- ~~(a) Engaged in the business of buying and dealing in regulated scrap metal;~~
- ~~(b) Purchasing, gathering, collecting, soliciting or procuring regulated scrap metal; or~~

~~(e) Operating, carrying on, conducting, or maintaining a regulated scrap metal yard or place where regulated scrap metal is gathered together and stored or kept for shipment, sale, or transfer.~~

Scrap Metal Recycler. A person who engages in the business of shredding or otherwise processing nonrepairable vehicles or other scrap metal into prepared grades and whose principal product is scrap iron, scrap steel or nonferrous metallic scrap for sale for remelting purposes.

~~**Search and Rescue Dog.** Any dog which is owned or the service of which is employed, by a law enforcement or emergency response agency for the purpose of aiding in the location of persons missing in disasters or other times of need.~~

Sexual Intercourse. Any penetration of the female sex organ by a finger, the male sex organ or any object. Any penetration, however slight, is sufficient to constitute sexual intercourse. **Sexual Intercourse** does not include penetration of the female sex organ by a finger or object in the course of the performance of:

- (a) Generally recognized health care practices; or
- (b) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

State or This State. ~~The State of Kansas.~~ Means the state of Kansas and all land and water in respect to which the state of Kansas has either exclusive or concurrent jurisdiction or the air space above such land and water.

Sodomy. Oral contact or oral penetration of the female genitalia or oral contact of the male genitalia; anal penetration, however slight, of a male or female by any body part or object; or oral or anal copulation or sexual intercourse between a person and an animal. **Sodomy** does not include penetration of the anal opening by a finger or object in the course of the performance of:

- (a) Generally recognized health care practices; or
- (b) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

State Correctional Officer or Employee. Any officer or employee of the Kansas department of corrections or any independent contractor, or any employee of such contractor, working at a correctional institution.

Spirits. Any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

Spouse. A lawful husband or wife, unless the couple is living apart in separate residences or either spouse has filed an action for annulment, separate maintenance or divorce or for relief under the protection from abuse act.

Telecommunications Device. Includes telephones, cellular telephones, telefacsimile machines and any other electronic device which makes use of an electronic communication service, as defined in K.S.A. 22-2514, and amendments thereto.

Temporary Permit. A temporary permit issued pursuant to K.S.A. 41-2645, and amendments thereto.

Tobacco Products. Cigars, cheroots, stogies, periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff, snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking. Tobacco products do not include cigarettes.

Toxic Vapors. The following substances or products containing such substances:

- (a) Alcohols, including methyl, isopropyl, propyl, or butyl;
- (b) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
- (c) Acetone;
- (d) Benzene;
- (e) Carbon tetrachloride;
- (f) Cyclohexane;
- (g) Freons, including freon 11, freon 12, and other halogenated hydrocarbons;
- (h) Hexane;
- (i) Methyl ethyl ketone;
- (j) Methyl isobutyl ketone;
- (k) Naptha;
- (l) Perchlorethylene;
- (m) Toluene;
- (n) Trichloroethane; or
- (o) Xylene.

Unlawful Sexual Act. Any lewd and lascivious behavior or sexual battery as defined in this code.

Vehicle Crusher. Any person, other than a vehicle recycler or a scrap metal recycler, who engages in the business of flattening, crushing or otherwise processing nonrepairable vehicles for recycling. Vehicle crushers include, but are not limited to, persons who use fixed or mobile equipment to flatten or crush nonrepairable vehicles for a vehicle recycler or a scrap metal recycler.

Vehicle Dealer. Any person who:

- (a) For commission, money or other thing of value is engaged in the business of buying, selling or offering or attempting to negotiate a sale of an interest in vehicles; or
- (b) for commission, money or other thing of value is engaged in the business of buying, selling or offering or attempting to negotiate a sale of an interest in motor vehicles as an auction motor vehicle dealer as defined below; but does not include:
 - (1) Receivers, trustees, administrators, executors, guardians, or other persons appointed by or acting under the judgement or order of any court, or any bank, trustee or lending company or institution which is subject to state or federal regulations as such, with regard to its disposition of repossessed vehicles.
 - (2) public officers while performing their official duties;
 - (3) employees of persons enumerated provisions (1) and (2), when engaged in the specific performance of their duties as such employees;
 - (4) auctioneers conducting auctions for persons enumerated in provisions (1), (2), or (3); or
 - (5) auctioneers who, while engaged in conducting an auction of tangible person property for others, offer for sale:
 - (A) Vehicles which have been used primarily in a farm or business operation by the owner offering the vehicle for sale, including all vehicles which qualified for a farm vehicle tag at the time of sale except vehicles owned by a business engaged primarily in the business of leasing or renting passenger cars;
 - (B) vehicles which meet the statutory definition of antique vehicles; or
 - (C) vehicles for no more than four principals or households per auction. All sales of vehicles exempted pursuant to provision (5), except truck, truck tractors, pole trailers,

trailers and semitrailers as defined by K.S.A. 8-126, and amendments thereto, shall be registered in Kansas prior to the sale.

Vehicle Recycler. A person who engages in the business of acquiring, dismantling, removing parts from or destroying nonrepairable vehicles for the primary purpose of reselling the vehicle parts.

Wildlife. Any member of the animal kingdom, including, without limitation, any mammal, fish, bird, amphibian, reptile, mollusk, crustacean, arthropod or other invertebrate, and includes any part, product, egg or offspring thereof, or the dead body or parts thereof. Wildlife does not include agricultural livestock (cattle, swine, sheep, goats, horses, mules and other equines) and poultry (domestic chickens, turkeys and guinea fowl).

Wine. Any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.

Written Instrument. Any paper, document, or other instrument containing written or printed matter or the equivalent thereof, used for purposes of reciting, embodying, conveying or recording information, and any money, tokens, stamp, seal, badge, trademark, or other evidence or symbol of value, right, privilege or identification, which is capable of being used to the advantage or disadvantage of some person. (K.S.A. 8-126; K.S.A. 12-4113; K.S.A. 21-5111; K.S.A. 21-5413; [K.S.A. 21-5603](#); K.S.A. 21-5809; K.S.A. 21-5918; [K.S.A. 21-6101](#); K.S.A. 21-6109; [K.S.A. 21-6301](#); [K.S.A. 21-6321](#); [K.S.A. 21-6416](#); [K.S.A. 21-6417](#); K.S.A. 32-1102; [K.S.A. 32-1130](#); K.S.A. 41-102; [K.S.A. 41-601](#); K.S.A. 41-2701; [K.S.A. 51-301](#); [K.S.A. 79-3301](#); K.S.A. 82a-802, as amended)

3.2 BATTERY AGAINST A LAW ENFORCEMENT OFFICER.

(pages 30 & 31) Reformatted to add subsections (a), (a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (b), (b)(1), (b)(2), (b)(3) and (b)(4). Added language.

3.2 BATTERY AGAINST A LAW ENFORCEMENT OFFICER.

~~Battery against a law enforcement officer is a battery, as defined in Section 3.1(b) of this article, committed against: (A) A uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty; or (B) a uniformed~~

~~or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, a juvenile correctional facility officer or employee or a juvenile detention facility officer or employee, while such officer is engaged in the performance of such officer's duty. (K.S.A. Supp. 21-5413)~~

(a) Battery against a law enforcement officer is a battery, as defined in Section 3.1(b) of this article, committed against a:

- (1) Uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty;
- (2) uniformed or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, or a juvenile detention facility officer, or employee, while such officer is engaged in the performance of such officer's duty;
- (3) judge, while such judge is engaged in the performance of such judge's duty;
- (4) attorney, while such attorney is engaged in the performance of such attorney's duty; or
- (5) community corrections officer or court services officer, while such officer is engaged in the performance of such officer's duty;

(b) As used in this section:

- (1) **Judge** means a duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge;
- (2) **Attorney** means a (A) County attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general or special assistant attorney general; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or an attorney who is appointed by the court to perform services for an indigent person as provided by article 45 of chapter 22 of the Kansas Statutes Annotated and amendments thereto;
- (3) **Community Corrections Officer** means an employee of a community correctional services program responsible for supervision of adults or juveniles as assigned by the court to community corrections supervision and any other employee of a community correctional services program that provides

enhanced supervision of offenders such as house arrest and surveillance programs; and

- (4) **Court Services Officer** means an employee of the Kansas judicial branch or local judicial district responsible for supervising, monitoring or writing reports relating to adults or juveniles as assigned by the court, or performing related duties as assigned by the court. (K.S.A. Supp. 21-5413)

Battery against a law enforcement officer is a Class A violation.

3.2.2 BATTERY AGAINST A SCHOOL EMPLOYEE.

(pages 31 & 32) Added entire section.

3.2.2 **BATTERY AGAINST A SCHOOL EMPLOYEE.** Battery against a school employee is a battery, as defined in Section 3.1, committed against a school employee in or on any school property or grounds upon which is located a building or structure used by a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12 or at any regularly scheduled school sponsored activity or event, while such employee is engaged in the performance of such employee's duty. (K.S.A. Supp. 21-5413)

Battery against a school employee is a Class A violation.

3.12 BREACH OF PRIVACY.

(pages 36 & 37) Removed subsection (d).

- (a) Breach of privacy is knowingly and without lawful authority:
- (1) Intercepting, without the consent of the sender or receiver, a message by telephone, telegraph, letter or other means of private communication;
 - (2) Divulging, without the consent of the sender or receiver, the existence or contents of such message if such person knows that the message was illegally intercepted, or if such person illegally learned of the message in the course of employment with an agency in transmitting it;
 - (3) Entering with intent to listen surreptitiously to private conversations in a private place or to observe the personal conduct of any other person or persons entitled to privacy therein;

- (4) Installing or using outside or inside a private place any device for hearing, recording, amplifying or broadcasting sounds originating in such place, which sounds would not ordinarily be audible or comprehensible without the use of such device, without the consent of the person or persons entitled to privacy therein; or
 - (5) Installing or using any device or equipment for the interception of any telephone, telegraph or other wire or wireless communication without the consent of the person in possession or control of the facilities for such communication. (K.S.A. Supp. 21-6101)
- (b) Subsection (a)(1) shall not apply to messages overheard through a regularly installed instrument on a telephone party line or on an extension.
- (c) The provisions of this section shall not apply to an operator of a switchboard, or any officer, employee or agent of any public utility providing telephone communications service, whose facilities are used in the transmission of a communication, to intercept, disclose or use that communication in the normal course of employment while engaged in any activity which is incident to the rendition of public utility service or to the protection of the rights of property of such public utility.

~~(d) As used in this section, "private place" means a place where one may reasonably expect to be safe from uninvited intrusion or surveillance.~~

Breach of privacy, as defined in this section, is a Class A violation.

5.1 CONTRIBUTING TO A CHILD'S MISCONDUCT OR DEPRIVATION.

(page 42) Removed subsections (c), (c)(1) and (c)(2). Added language to subsection (b).

- (a) Contributing to a child's misconduct or deprivation is:
- (1) Knowingly causing or encouraging a child under 18 years of age to become or remain a child in need of care as defined by the revised Kansas code for care of children;
 - (2) Knowingly causing or encouraging a child under 18 years of age to commit a traffic infraction or an act which, if committed by an adult, would be a misdemeanor or to violate the

provisions of K.S.A. 41-727 or subsection (j) of K.S.A. 74-8810, and amendments thereto;

- (3) Failure to reveal, upon inquiry by a uniformed or properly identified law enforcement officer engaged in the performance of such officer's duty, any information one has regarding a runaway, with intent to aid the runaway in avoiding detection or apprehension;
- (4) Knowingly causing or encouraging a child to violate the terms or conditions of the child's probation or conditional release pursuant to subsection (a)(1) of K.S.A. 38-2361, and amendments thereto.

(b) A person may be found guilty of contributing to a child's misconduct or deprivation even though no prosecution of the child whose misconduct or deprivation the defendant caused or encouraged has been commenced pursuant to the revised Kansas code for care of children, revised Kansas juvenile justice code or Kansas criminal code.

(K.S.A. Supp. 21-5603)

~~(c) As used in this section, **runaway** means a child under 18 years of age who is voluntarily absent from:~~

- ~~(1) The child's home without the consent of the child's parent or other custodian; or~~
- ~~(2) a court ordered or designated placement, or a placement pursuant to court order, if the absence is without the consent of the person with whom the child is placed or, if the child is placed in a facility, without the consent of the person in charge of such facility or such person's designee. (K.S.A. Supp. 21-5603)~~

Contributing to a child's misconduct or deprivation is a Class A violation.

5.2 FURNISHING ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE TO A MINOR.

(pages 43 & 44) Removed language from subsection (d). Added subsection (e).

- (a) Furnishing alcoholic liquor or cereal malt beverage to a minor is recklessly, directly or indirectly, buying for or distributing any alcoholic liquor or cereal malt beverage to any minor.

- (b) This section shall not apply to wine intended for use and used by any church or religious organization for sacramental purposes.
- (c) It shall be a defense to a prosecution under this section if:
 - (1) The defendant is a licensed retailer, club, drinking establishment or caterer or holds a temporary permit, or an employee thereof;
 - (2) the defendant sold the alcoholic liquor or cereal malt beverage to the minor with reasonable cause to believe that the minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage; and;
 - (3) to purchase the alcoholic liquor or cereal malt beverage, the person exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document, that reasonably appears to contain a photograph of the minor and purporting to establish that such minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage.
- (d) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward when such furnishing is permitted and supervised by the child's or ward's parent or legal guardian. ~~(K.S.A. Supp. 21-5607)~~
- (e) As used in this section, **minor** means a person under 21 years of age. (K.S.A. Supp. 21-5607)

Furnishing alcoholic liquor or cereal malt beverage to a minor is a Class B violation for which the minimum fine is \$200.

5.5 WATERCRAFT; LIFESAVING DEVICES REQUIRED.

(page 45) Reformatted to add subsections (a) and (b).

5.5 WATERCRAFT; LIFESAVING DEVICES REQUIRED.

~~The operator of every vessel shall require every person 12 years of age or under to wear a United States Coast Guard approved type I, type II or type III personal flotation device while aboard or being towed by such vessel. A life belt or ring shall not satisfy the requirement of this section. (K.S.A. 32-1129)~~

- (a) The operator of every vessel shall require every person 12 years of age or under to wear a United States Coast Guard approved type I,

type II or type III personal flotation device while aboard or being towed by such vessel. A life belt or ring shall not satisfy the requirement of this section.

- (b) As used in this section, **operator** means the person who operates or has charge of the navigation or use of a motorboat or a vessel.
(K.S.A. 32-1129)

Violation of this section shall constitute a Class C violation.

5.7 SELLING, GIVING OR FURNISHING CIGARETTES OR TOBACCO PRODUCTS TO A MINOR.

(pages 45-47) Removed language from subsection (c)(2). Added subsection (d).

- (a) It shall be unlawful for any person to:
- (1) Sell, furnish or distribute cigarettes, electronic cigarettes, or tobacco products to any person under 18 years of age; or
 - (2) Buy any cigarettes, electronic cigarettes, or tobacco products for any person under 18 years of age.
- (b) It shall be a defense to a prosecution under this section if:
- (1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;
 - (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person under 18 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes or tobacco products; and
 - (3) To purchase or receive the cigarettes, electronic cigarettes, or tobacco products, the person under 18 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, or tobacco products.
 - (4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 18 years of age or the retail dealer

who has actual knowledge of such selling, furnishing or distributing by such individual or both.

- (c) It shall be a defense to a prosecution under this subsection if:
- (1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and
 - (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 18 or more years of age. (~~K.S.A. Supp. 79-3302, 79-3321:79-3322~~)
- (d) As used in this section, **sale** means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322)

Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200.

6.2 INTENT; PERMANENTLY DEPRIVE.

(pages 50-53) Added language to subsection (a)(1). Added and removed language from subsection (a)(8). Removed subsection (a)(1)(B). Added new subsection (d). Added subsections (e), (e)(1), (e)(2), (e)(2)(A), (e)(2)(B), (e)(2)(C), (e)(2)(D), (e)(2)(E).

- (a) In any prosecution under this article, the following shall be prima facie evidence of intent to permanently deprive the owner or lessor of property of the possession, use or benefit thereof:
- (1) The giving of a false identification or fictitious name, address or place of employment at the time of **buying, selling, leasing, trading, gathering, collecting, soliciting, procuring, receiving, dealing or otherwise** obtaining or **exerting** control over the property.
 - (2) The failure of a person who leases or rents personal property and fails to return the same within 10 days after the date set forth in the lease or rental agreement for the return of the property, if notice is given to the person renting or leasing the property to return the property within seven days after receipt of the notice, in which case the subsequent return of the

property within the seven-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section;

- (3) Destroying, breaking or opening a lock, chain, key switch, enclosure or other device used to secure the property in order to obtain control over the property;
- (4) Destruction of or substantially damaging or altering the property so as to make the property unusable or unrecognizable in order to obtain control over the property;
- (5) The failure of a person who leases or rents from a commercial renter a motor vehicle under a written agreement that provides for the return of the motor vehicle to a particular place at a particular time, if notice has been given to the person renting or leasing the motor vehicle to return such vehicle within three calendar days from the date of the receipt or refusal of the demand. In addition, if such vehicle has not been returned after demand, the lessor may notify the local law enforcement agency of the failure of the lessee to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;
- (6) The failure of a person who is provided with a use of a vehicle by the owner of the vehicle to return it to the owner pursuant to a written instruction specifying:
 - (A) The time and place to return the vehicle; and
 - (B) That failure to comply may be prosecuted as theft, and such instructions are delivered to the person by the owner at the time the person is provided with possession of the vehicle. In addition, if such vehicle has not been returned pursuant to the specifications in such instructions, the owner may notify the local law enforcement agency of the failure of the person to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into appropriate state and local computer system listing stolen motor vehicles;
- (7) Removing a theft detection device, without authority, from merchandise or disabling such device prior to purchase; or
- (8) Under the provisions of subsection ~~(e)~~ (a)(5) of section 6.1 the failure to replace or reattach the nozzle and hose of the pump used for the dispensing of motor fuels or placing such nozzle and hose on the ground or pavement.

~~(B) That failure to comply may be prosecuted as theft, and such instructions are delivered to the person by the owner at the time the person is provided with possession of the vehicle. In addition, if such vehicle has not been returned pursuant to the specifications in such instructions, the~~

~~owner may notify the local law enforcement agency of the failure of the person to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles.~~

- (b) In any prosecution in which the object of the alleged theft is a book or other material borrowed from a library, it shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.
- (c) In prosecution for theft as defined in Section 6.1, and such theft is of services, the existence of any of the connections of meters, alterations or use of unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service, caused by tampering, shall be prima facie evidence of intent to commit theft of services by the person or persons using or receiving the direct benefits from the use of the electricity, natural gas, water, telephone service or cable television service passing through such connections or meters, or using the electricity, natural gas, water, telephone service or cable television service which has not been authorized or measured.
- (d) In prosecution for theft as defined in Section 6.1, and such theft is of regulated scrap metal as defined in K.S.A. 2014 Supp. 50-6, 109, and amendments thereto, either in whole or in part, the failure to give information or the giving of false information to a scrap metal dealer pursuant to the requirements of the scrap metal theft reduction act, the transportation of regulated scrap metal outside the county from where it was obtained, the transportation of regulated scrap metal across state lines or the alteration of any regulated scrap metal prior to any transaction with a scrap metal dealer shall be prima facie evidence of intent to permanently deprive the owner of the regulated scrap metal of the possession, use or benefit thereof.

~~(d) As used in this section:~~

- ~~(1) "Notice" means notice in writing and such notice in writing will be presumed to have been given three days following deposit of the notice as registered or certified matter in the United States mail, addressed to such person who has leased or rented the personal property or borrowed the library material at~~

~~the address as it appears in the information supplied by such person at the time of such leasing, renting or borrowing, or to such person's last known address; and~~

~~(2) "Tampering" includes, but is not limited to:~~

~~(A) Making a connection of any wire, conduit or device, to any service or transmission line owned by a public or municipal utility, or by a cable television service provider;~~

~~(B) Defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service;~~

~~(C) Preventing any such meters from properly measuring or registering;~~

~~(D) Knowingly taking, receiving, using or converting to such person's own use, or the use of another, any electricity, water or natural gas which has not been measured; or any telephone or cable television service which has not been authorized; or~~

~~(E) Causing, procuring, permitting, aiding or abetting any person to do any of the preceding acts. (K.S.A. Supp. 21-5804)~~

(e) As used in this section:

(1) **Notice** means notice in writing and such notice in writing will be presumed to have been given three days following deposit of the notice as registered or certified matter in the United States mail, addressed to such person who has leased or rented the personal property or borrowed the library material at the address as it appears in the information supplied by such person at the time of such leasing, renting or borrowing, or to such person's last known address; and

(2) **Tampering** includes, but is not limited to:

(A) Making a connection of any wire, conduit or device, to any service or transmission line owned by a public or municipal utility, or by a cable television service provider;

(B) Defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service;

(C) Preventing any such meters from properly measuring or registering;

(D) Knowingly taking, receiving, using or converting to such person's own use, or the use of another, any electricity, water or natural gas which has not been measured; or any telephone or cable television service which has not been authorized; or

(E) Causing, procuring, permitting, aiding or abetting any person to do any of the preceding acts. (K.S.A. Supp. 21-5804)

6.7 CRIMINAL TRESPASS.

(pages 55 & 56) Removed old subsections (b), (b)(1) and (b)(2). Replaced old subsections (c)(1) and (c)(2) with new subsections (b)(1) and (b)(2).

- (a) Criminal trespass is entering or remaining upon or in any:
- (1) Land, non-navigable body of water, structure, vehicle, aircraft or watercraft by a person who knows such person is not authorized or privileged to do so, and:
 - (A) Such person enters or remains therein in defiance of an order not to enter or to leave such premises or property personally communicated to such person by the owner thereof or other authorized person;
 - (B) Such premises or property are posted as provided in K.S.A. 32-1013, and amendments thereto, or in any other manner reasonably likely to come to the attention of intruders, or are locked or fenced or otherwise enclosed, or shut or secured against passage or entry; or
 - (C) Such person enters or remains therein in defiance of a restraining order issued by a court of competent jurisdiction and the restraining order has been personally served upon the person so restrained.
 - (2) Public or private land or structure in a manner that interferes with access to or from any health care facility by a person who knows such person is not authorized or privileged to do so and such person enters or remains thereon or therein in defiance of an order not to enter or to leave such land or structure personally communicated to such person by the owner of the health care facility or other authorized person. (K.S.A. Supp. 21-5808)

~~(b) As used in this section:~~

- ~~(1) **Health Care Facility** means any licensed medical care facility, certificated health maintenance organization, licensed mental health center, or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients.~~
- ~~(2) **Health Care Provider** means any person:~~

- ~~— (A) Licensed to practice a branch of the healing arts;~~
- ~~— (B) Licensed to practice psychology;~~
- ~~— (C) Licensed to practice professional or practical nursing;~~
- ~~— (D) Licensed to practice dentistry;~~
- ~~— (E) Licensed to practice optometry;~~
- ~~— (F) Licensed to practice pharmacy;~~
- ~~— (G) Registered to practice podiatry;~~
- ~~— (H) Licensed as a social worker; or~~
- ~~— (I) Registered to practice physical therapy. (K.S.A. Supp. 21-5808)~~

- (e) (b) (1) This section shall not apply to a land surveyor, licensed pursuant to article 70 of chapter 74 of the Kansas Statutes Annotated, and amendments thereto, and such surveyor's authorized agents and employees who enter upon lands, waters, and other premises in the making of a survey.
- (2) Railroad Property as defined in K.S.A. 21-5809, and amendments thereto, or nuclear generating facility as defined in K.S.A. 66-2302 and amendments thereto.

Criminal trespass is a Class B violation.

Upon a conviction of a violation of subsection (a)(1)(C), a person shall be sentenced to not less than 48 consecutive hours of imprisonment which shall be served either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.

6.7.1 TRESPASSING ON RAILROAD PROPERTY.

(pages 56 & 57) Added language to subsection (c). Removed subsection (d).

- (a) Trespassing on railroad property is:
 - (1) Entering or remaining on railroad property, without consent of the owner or the owner's agent, knowing that it is railroad property; or
 - (2) Recklessly causing in any manner the derailment of a train, railroad car or rail-mounted work equipment.
- (b) Subsection (a) shall not be construed to interfere with the lawful use of a public or private crossing.
- (c) Nothing in this section shall be construed as limiting a representative or member of a labor organization which represents or is seeking to represent the employees of the railroad, from conducting such

business as provided under the railway labor act (45 U.S.C & 151 et seq.) and other federal labor laws. (K.S.A. 21-5809)

~~(d) As used in this section **railroad property** includes, but is not limited to, any train, locomotive, railroad car, caboose, rail mounted work equipment, rolling stock, work equipment, safety device, switch, electronic signal, microwave communication equipment, connection, railroad track, rail, bridge, trestle, right of way or other property that is owned, leased, operated or possessed by a railroad company.~~

Trespassing on a railroad property that results in a demonstrable monetary loss, damage, or destruction less than \$1,500 is a Class A violation.

6.17 CRIMINAL USE OF A FINANCIAL CARD.

(page 63) Removed old subsections (b)(1) and (b)(2). Replaced old subsection (c) with new subsection (b).

- (a) Criminal use of a financial card is any of the following acts done with intent to defraud and to obtain money, goods, property or services.
- (1) Using a financial card without the consent of the cardholder;
 - (2) Using a financial card, or the number or description thereof, which has been revoked or canceled; or
 - (3) Using a falsified, mutilated, altered or nonexistent financial card or a number or description thereof.

~~(b) As used in this section:~~

- ~~(1) **Financial Card** means an identification card, plate, instrument, device or number issued by a business organization authorized the cardholder to purchase, lease or otherwise obtain money, goods, property or services or to conduct other financial transactions; and~~
- ~~(2) **Cardholder** means the person or entity to whom or for whose benefit a financial card is issued.~~

~~(e)~~ (b) For the purposes of subsection (a)(2), a financial card shall be deemed canceled or revoked when notice in writing thereof has been received by the name holder thereof as shown on such financial card or by the records of the company. (K.S.A. Supp. 21-5828.)

Criminal use of a financial card is a Class A violation if the money, goods, property or services obtained within a seven-day period is of the value of less than \$1,000.

6.18 MOTOR VEHICLE DEALERS; SELLING MOTOR VEHICLES WITHOUT A LICENSE.

(pages 63 & 64) Reformatted section to add subsections (a), (b), (b)(1) and (b)(2) and added language.

~~6.18 — **MOTOR VEHICLE DEALERS; SELLING MOTOR VEHICLES WITHOUT A LICENSE.** It shall be unlawful for any person to do business as a motor vehicle dealer, salvage vehicle dealer, motor vehicle manufacturer, motor vehicle converter, auction motor vehicle dealer, vehicle crusher, vehicle recycler, rebuilder, scrap metal recycler, salvage vehicle pool or salesperson without a license issued by the director of vehicles. The isolated or occasional sale of a vehicle by a person who owned such vehicle shall not constitute the doing of business as a vehicle dealer. (K.S.A. Supp. 8-2434)~~

- (a) It shall be unlawful for any person to do business as a motor vehicle dealer, salvage vehicle dealer, motor vehicle manufacturer, motor vehicle converter, auction motor vehicle dealer, vehicle crusher, vehicle recycler, rebuilder, scrap metal recycler, salvage vehicle pool or salesperson without a license issued by the director of vehicles. The isolated or occasional sale of a vehicle by a person who owned such vehicle shall not constitute the doing of business as a vehicle dealer.
- (b) As used in this section:
- (1) **Vehicle** means every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, and is required to be registered under the provisions of article 1 of chapter 8 of the Kansas Statutes Annotated, except that such term shall include micro utility trucks, as defined in K.S.A. 8-126, and amendments thereto, but shall not include motorized bicycles, and such term shall not include manufactured homes or mobile homes. As used herein, the terms “manufactured home” and “mobile home” shall have the meanings ascribed to them by K.S.A. 58-4202, and amendments thereto.
 - (2) **Motor Vehicle** means any vehicle other than a motorized bicycle, which is self-propelled and is required to be registered under the provisions of article 1 of chapter 8 of the Kansas

Statutes Annotated, except that such term shall include micro utility trucks, as defined in K.S.A. 8-126, and amendments thereto. (K.S.A. Supp. 8-2434)

Violation of this section shall be punishable by a fine not to exceed \$2,500.

6.24 UNLAWFULLY SELLING SCRAP METAL.

(page 71) Removed entire section.

- ~~(a) Except as provided in subsection (d), it shall be unlawful for any person to sell any item or items of regulated scrap metal to a scrap metal dealer, or employee or agent of a dealer, in this state unless such person presents to such scrap metal dealer, or employee or agent of such dealer, at or before the time of sale, the following information: The seller's name, address, sex, date of birth, and the identifying number from the seller's driver's license, military identification card, passport, or personal identification license. The identifying number from an official governmental document for a country other than the United States may be used to meet this requirement provided that a legible fingerprint is also obtained from the seller.~~
- ~~(b) Every scrap metal dealer shall keep a register in which the dealer, or employee or agent of the dealer, shall at the time of purchase or receipt of any item for which such information is required to be presented, cross reference to previously received information, or accurately and legibly record at the time of sale the following information:~~
- ~~(1) The time, date, and place of transaction;~~
 - ~~(2) The seller's name, address, sex, date of birth, and the identifying number from the seller's driver's license, military identification card, passport, or personal identification license; the identifying number from an official governmental document for a country other than the United States may be used to meet this requirement provided that a legible fingerprint is also obtained from the seller;~~
 - ~~(3) A copy of the identification card or document containing such identifying number;~~
 - ~~(4) The license number, color, and style or make of any motor vehicle in which the junk vehicle or other regulated scrap metal property is delivered in a purchase transaction;~~

- ~~(5) A general description, made in accordance with the custom of the trade, of the predominant types of junk vehicle or other regulated scrap metal property purchased in the transaction;~~
 - ~~(6) The weight, quantity or volume, made in accordance with the custom of the trade, of the regulated scrap metal property purchased;~~
 - ~~(7) If a junk vehicle or vehicle part is being bought or sold, a description of the junk vehicle or vehicle part, including the make, model, color, vehicle identification number, and serial number if applicable;~~
 - ~~(8) The amount of consideration given in a purchase transaction for the junk vehicle or other regulated scrap metal property; and~~
 - ~~(9) The name of the individual acting on behalf of the regulated scrap metal dealer in making the purchase.~~
- ~~(c) The scrap metal dealer's register, including copies of identification cards, may be kept in electronic format.~~
- ~~(d) Notwithstanding the foregoing, this section shall not apply to:~~
- ~~(1) Transactions involving regulated scrap metal, except for catalytic converters, for which the total sale price for all regulated scrap metal is \$50 or less;~~
 - ~~(2) Transactions involving only catalytic converters for which the total sale price is \$30 or less;~~
 - ~~(3) Transactions in which the seller is also a scrap metal dealer; or~~
 - ~~(4) Transactions for which the seller is known to the purchasing scrap metal dealer to be an established business that operates out of a fixed business location and that can reasonably be expected to generate regulated scrap metal.~~
- ~~(e) The exceptions contained in subsections (d)(1) and (d)(2) shall not apply to any purchase from any seller of the following materials:~~
- ~~(1) Catalytic converters purchased separate from a vehicle;~~
 - ~~(2) Coated or insulated wire or stripped wire or burnt wire;~~
 - ~~(3) Refrigeration condensing units or air conditioning coils of any type; or~~
 - ~~(4) Copper tubing bars, plate, buss bar and sheet copper.~~
- ~~(f) It shall be unlawful for any scrap metal dealer, or employee or agent of the dealer, to pay for any of the items described in subsections (e)(1) through (4) by any means other than:~~

- ~~(1) A prenumbered check drawn on a regular bank account in the name of the scrap metal dealer and with such check made payable to the person documented as the seller in accordance with subsection (b); or~~
- ~~(2) A system for automated cash or electronic payment distribution which photographs or videotapes the payment recipient and identifies the payment with a distinct transaction in the register maintained in accordance with subsection (b). (K.S.A. Supp. 50-6, 110; K.S.A. Supp. 50-6, 112)~~

~~Any person intentionally violating the provisions of this section shall be guilty of a Class C violation for which the minimum fine is \$200. Any person convicted of violating the provisions of this section for the second time within a two-year period shall be guilty of a Class B violation for which the minimum fine is \$500. Any person convicted of violating the provisions of this section for the third and subsequent times within a two-year period shall be guilty of a Class A violation for which the minimum fine is \$1,000.~~

6.25 UNLAWFULLY BUYING SCRAP METAL.

(page 72) Removed entire section.

- ~~(a) It shall be unlawful for any such scrap metal dealer, or employee or agent of the dealer, to purchase any item or items of regulated scrap metal in a transaction for which Section 6.24 requires information to be presented by the seller, without demanding and receiving from the seller that information. Every scrap metal dealer shall file and maintain a record of information obtained in compliance with the requirements in Section 6.24. All records kept in accordance with the provisions of this section shall be open at all times to peace or law enforcement officers and shall be kept for two years. If the required information is maintained in electronic format, the scrap metal dealer shall provide a printout of the information to peace or law enforcement officers upon request.~~
- ~~(b) It shall be unlawful for any scrap metal dealer, or employee or agent of the dealer, to purchase any item or items of regulated scrap metal in a transaction for which Section 6.24 requires information to be presented by the seller, without obtaining from the seller a signed statement that:
 - ~~(1) Each item is the seller's own personal property, is free of encumbrances and is not stolen; or~~~~

- ~~(2) That the seller is acting for the owner and has permission to sell each time.~~

- ~~(c) It shall be unlawful for any scrap metal dealer, or employee or agent of the dealer, to purchase any junk vehicle in a transaction for which Section 6.24 requires information to be presented by the seller, without:
 - ~~(1) Inspecting the vehicle offered for sale and recording the vehicle identification number; and~~
 - ~~(2) Obtaining an appropriate vehicle title or bill of sale issued by a governmentally operated vehicle impound facility if the vehicle purchased has been impounded by such facility or agency.~~~~

- ~~(d) It shall be unlawful for any scrap metal dealer, or bill of sale issued by a governmentally operated vehicle impound facility if the vehicle purchased has been impounded by such facility or agency.~~

- ~~(e) It shall be unlawful for any scrap metal dealer, or employee or agent of the dealer, to purchase any of the following items of regulated scrap metal property without obtaining proof that the seller is an employee, agent or person who is authorized to sell the item of regulated scrap metal property on behalf of the governmental entity, utility provider, railroad, cemetery, civic organization or scrap metal dealer:
 - ~~(1) Utility access cover;~~
 - ~~(2) Street light poles or fixtures;~~
 - ~~(3) Road or bridge guard rails;~~
 - ~~(4) Highway or street sign;~~
 - ~~(5) Water meter cover;~~
 - ~~(6) Traffic directional or traffic control signals;~~
 - ~~(7) Traffic light signs;~~
 - ~~(8) Any metal marked with any form of the name or initials of a governmental entity;~~
 - ~~(9) Property owned and marked by a telephone, cable, electric, water or other utility provider;~~
 - ~~(10) Property owned and marked by a railroad;~~
 - ~~(11) Funeral markers or vases;~~
 - ~~(12) Historical markers;~~
 - ~~(13) Bales of regulated metal;~~
 - ~~(14) Beer kegs;~~
 - ~~(15) Manhole covers;~~
 - ~~(16) Fire hydrants or fire hydrant caps;~~~~

- ~~(17) Junk vehicles with missing or altered vehicle identification numbers;~~
- ~~(18) Real estate signs;~~
- ~~(19) Bleachers or risers, in whole or in part; and~~
- ~~(20) Twisted pair copper telecommunications wiring of 25 pair or greater existing in 19, 22, 24, or 26 gauge.~~

~~(f) It shall be unlawful for any scrap metal dealer, or employee or agent of the dealer, to sell, trade, melt or crush, or in any way dispose of, alter or destroy any regulated scrap metal, junk vehicle or vehicle part upon notice from any law enforcement agency, or any of their agents or employees, that they have cause to believe an item has been stolen. A scrap metal dealer shall hold any of the items that are designated by or on behalf of the law enforcement agency for 30 days, exclusive of weekends and holidays. (K.S.A. Supp. 50-6, 111: 50-6, 112)~~

~~Any person intentionally violating the provisions of this section shall be guilty of a Class C violation for which the minimum fine is \$200. Any person convicted of violating the provisions of this section for the second time within a two year period shall be guilty of a Class B violation for which the minimum fine is \$500. Any person convicted of violating the provisions of this section for the third and subsequent times within a two-year period shall be guilty of a Class A violation for which the minimum fine is \$1,000.~~

7.14 ELECTIONEERING.

(page 79) Reformatted the section to remove subsections (a) and (b).

- ~~(a) Electioneering is knowingly attempting to persuade or influence eligible voters to vote for or against a particular candidate, party or question submitted. Electioneering includes wearing, exhibiting or distributing labels, signs, posters, stickers or other materials that clearly identify a candidate in the election or clearly indicates support or opposition to a question submitted election within any polling place on election day or advance voting site during the time period allowed by law for casting a ballot by advance voting or within a radius of 250 feet from the entrance thereof. Electioneering shall not include bumper stickers affixed to a motor vehicle that is used to transport voters to a polling place or to an advance voting site for the purpose of voting.~~
- ~~(b) As used in this section, **advance voting site** means the central county election office or satellite advance voting sites designated as~~

~~such pursuant to subsection (c) of K.S.A. 25-1122, and amendments thereto, and adult care homes and hospital based care units at the time of an election participating in the voting procedures prescribed in K.S.A. 25-2812 (K.S.A. Supp. 25-2430)~~

~~Electioneering is a Class C violation.~~

7.14 **ELECTIONEERING.** Electioneering is knowingly attempting to persuade or influence eligible voters to vote for or against a particular candidate, party or question submitted. Electioneering includes wearing, exhibiting or distributing labels, signs, posters, stickers or other materials that clearly identify a candidate in the election or clearly indicates support or opposition to a question submitted election within any polling place on election day or advance voting site during the time period allowed by law for casting a ballot by advance voting or within a radius of 250 feet from the entrance thereof. Electioneering shall not include bumper stickers affixed to a motor vehicle that is used to transport voters to a polling place or to an advance voting site for the purpose of voting. (K.S.A. Supp. 25-2430)

Electioneering is a Class C violation.

9.1 DISORDERLY CONDUCT.

(page 80) Reformatted entire section. Removed old subsection (b).

9.1 **DISORDERLY CONDUCT.** Disorderly conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

~~(a) Disorderly conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:~~

- ~~(1) Brawling or fighting;~~
- ~~(2) Disturbing an assembly, meeting or procession, not unlawful in its character; or~~
- ~~(3) Using fighting words or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others.~~

~~(b) As used in this section, **fighting words** means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace.~~

(a) Brawling or fighting;

- (b) Disturbing an assembly, meeting or procession, not unlawful in its character; or
- (c) Using fighting words or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others. (K.S.A. Supp. 21-6203)

Disorderly conduct is a Class C violation.

9.8 CRIMINAL DESECRATION.

(page 83) Reformatted section to remove subsections (a)(1), (a)(2), (a)(2)(A), (a)(2)(B), (a)(2)(C), (a)(2)(D), (b) and (c) and add subsections (b)(1), (b)(2), (b)(3), (b)(4) and last two paragraphs of section.

~~(a) Criminal desecration is:~~

- ~~(1) — Knowingly obtaining or attempting to obtain unauthorized control of a dead body or remains of any human being or the coffin, urn or other article containing a dead body or remains of any human being;~~
- ~~(2) — Recklessly by means other than by fire or explosive:
 - ~~(A) Damaging, defacing or destroying the flag, ensign or other symbol of the United States or this state in which another has a property interest without the consent of such other person;~~
 - ~~(B) Damaging, defacing or destroying any public monument or structure;~~
 - ~~(C) Damaging, defacing or destroying any tomb, monument, memorial, marker, grave, vault, crypt, gate, tree, shrub, plant or any other property in a cemetery; or~~
 - ~~(D) Damaging, defacing or destroying any place of worship.~~~~

~~(b) Criminal desecration as described in subsections (a)(2)(B), (a)(2)(C) and (a)(2)(D) is a Class A violation if the property is damaged to the extent of less than \$1,000.~~

~~(c) Criminal desecration as described in subsections (a)(1) and (a)(2)(A) is a Class A violation.~~

Criminal desecration is:

- (a) Knowingly obtaining or attempting to obtain unauthorized control of a dead body or remains of any human being or the coffin, urn or other article containing a dead body or remains of any human being;
- (b) Recklessly by means other than by fire or explosive:
 - (1) Damaging, defacing or destroying the flag, ensign or other symbol of the United States or this state in which another has a property interest without the consent of such other person;
 - (2) Damaging, defacing or destroying any public monument or structure;
 - (3) Damaging, defacing or destroying any tomb, monument, memorial, marker, grave, vault, crypt gate, tree, shrub, plant or any other property in a cemetery; or
 - (4) Damaging, defacing or destroying any place of worship.
(K.S.A. 21-6205)

Criminal desecration as described in subsections (b)(2), (b)(3) and (b)(4) is a Class A violation if the property is damaged to the extent of less than \$1,000.

Criminal desecration as described in subsections (a) and (b)(1) is a Class A violation.

9.10 HARASSMENT BY TELECOMMUNICATIONS DEVICE.

(pages 84 & 85) Added language to subsection (a)(2). Removed old subsection (b) and updated new subsection (b) with old subsection (c).

- (a) Harassment by telecommunication device is the use of:
 - (1) A telecommunications device to:
 - (A) Knowingly make or transmit any comment, request, suggestion, proposal, image or text which is obscene, lewd, lascivious, or indecent;
 - (B) Make or transmit a call, whether or not conversation ensues, with intent to abuse, threaten or harass a person at the receiving end;
 - (C) Make or transmit any comment, request, suggestion, proposal, image or text with intent to abuse, threaten or harass any person at the receiving end;
 - (D) Make or cause a telecommunications device to repeatedly ring or activate with intent to harass any person at the receiving end;

- (E) Knowingly play any recording on a telephone, except recordings such as weather information or sports information when the number thereof is dialed, unless the person or group playing the recording shall be identified and state that it is a recording; or
 - (F) Knowingly permit any telecommunications device under one's control to be used in violation of this paragraph.
- (2) Telefacsimile communication to send or transmit such communication to a court in the State of Kansas for a use other than court business, with no requirement of culpable mental state. (K.S.A. Supp. 21-6206)

~~(b) As used in this section, **telecommunications device** includes telephones, cellular telephones, telefacsimile machines and any other electronic device which makes use of an electronic communication service, as defined in K.S.A. 22-2514, and amendments thereto. (K.S.A. Supp. 21-6206)~~

~~(e)~~ (b) An offender who violates the provisions of this section may also be prosecuted for, convicted of, and punished for any other offense in sections 11.1 and 11.2.

Harassment by a telecommunication device is a Class A violation.

9.11 UNLAWFUL PUBLIC DEMONSTRATION AT A FUNERAL.

(page 85) Removed old subsections (a), (a)(1), (a)(2), (a)(3), (b), (b)(1) and (b)(2). Added new subsections (a), (b) and (c).

~~(a) Unlawful public demonstration at a funeral is:~~

- ~~(1) Engaging in a public demonstration at any public location within 150 feet of any entrance to any cemetery, church, mortuary or other location where a funeral is held or conducted, within one hour prior to the scheduled commencement of a funeral, during a funeral or within two hours following the completion of a funeral;~~
- ~~(2) Knowingly obstructing, hindering, impeding or blocking another person's entry to or exit from a funeral; or~~
- ~~(3) Knowingly impeding vehicles which are part of a funeral procession.~~

~~(b) As used in this section:~~

- ~~(1) **Funeral** means the ceremonies, processions, and memorial services held in connection with the burial or cremation of a person.~~
- ~~(2) **Public demonstration** means:~~
- ~~(A) Any picketing or similar conduct, or~~
 - ~~(B) Any oration, speech, use of sound amplification equipment or device, or similar conduct that is not part of a funeral. (K.S.A. Supp. 21-6106)~~

- (a) Engaging in a public demonstration at any public location within 150 feet of any entrance to any cemetery, church, mortuary or other location where a funeral is held or conducted, within one hour prior to the scheduled commencement of a funeral, during a funeral or within two hours following the completion of a funeral;
- (b) Knowingly obstructing, hindering, impeding or blocking another person's entry to or exit from a funeral; or
- (c) Knowingly impeding vehicles which are part of a funeral procession. (K.S.A. Supp. 21-6106)

Violation of this section is a Class B violation. Each day on which a violation occurs shall constitute a separate offense.

10.1 CRIMINAL USE OF WEAPONS.

(pages 86-89) Added and removed language from subsection (d)(5).

- (a) Criminal use of weapons is knowingly:
 - (1) Selling, manufacturing, purchasing or possessing any bludgeon, sand club, metal knuckles or throwing star;
 - (2) Possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slungshot, or any other dangerous or deadly weapon of instrument or like character;
 - (3) Setting a spring gun;
 - (4) Selling, giving or otherwise transferring any firearm with a barrel less than 12 inches long to any person under 18 years of age whether the person knows or has reason to know the length of the barrel;
 - (5) Selling, giving or otherwise transferring any firearms to any person who is both addicted to and an unlawful user of a controlled substance;

- (6) Selling, giving or otherwise transferring any firearm to any person who is or has been a mentally ill person subject to involuntary commitment for care and treatment, as defined in K.S.A. 59-2946, and amendments thereto, or a person with an alcohol or substance abuse problem subject to involuntary commitment for care and treatment as defined in K.S.A. 59-29b46, and amendments thereto;
- (7) Possessing any firearm by a person who is both addicted to and an unlawful user of a controlled substance;
- (8) Possessing any firearm by any person, other than a law enforcement officer, in or on any school property or grounds upon which is located a building or structure used by a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12 or at any regularly scheduled school sponsored activity or event whether the person knows or has reason to know that such person was in or on any such property or grounds;
- (9) Refusing to surrender or immediately remove from school property or grounds or at any regularly scheduled school sponsored activity or event any firearm in the possession of any person, other than a law enforcement officer, when so requested or directed by any duly authorized school employee or any law enforcement officer;
- (10) Possessing a firearm with a barrel less than 12 inches long by any person less than 18 years of age.

(b) Criminal use of weapons as defined in:

- (1) Subsection (a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (a)(6) or (a)(9) is a Class A violation;
- (2) Subsection (a)(7) or (a)(8) is a Class B violation;
- (3) Subsection (a)(10) is a Class A violation on a first offense.

(c) Subsections (a)(1), (a)(2) 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)(8) shall not apply to:

- (1) Possession of any firearm in connection with a firearms safety course of instruction or firearms education course approved and authorized by the school;
- (2) Possession of any firearm specifically authorized in writing by the superintendent of any unified school district or the chief administrator of any accredited nonpublic school;
- (3) Possession of a firearm secured in a motor vehicle by a parent, guardian, custodian or someone authorized to act in such person's behalf who is delivering or collecting a student;
- (4) Possession of a firearm secured in a motor vehicle by a registered voter who is on the school grounds, which contain a polling place for the purpose of voting during polling hours on an election day; or
- (5) Possession of a **concealed** handgun by an individual who is ~~licensed by the attorney general to carry a concealed handgun under K.S.A. Supp. 75-7c01 et seq., and amendments thereto~~ **not prohibited from possessing a firearm under either federal or state law.**

(e) Subsection (a)(6) shall not apply to a person who has received a certificate of restoration pursuant to K.S.A. Supp. 75-7c26, and amendments thereto.

(f) Subsection (a)(10) shall not apply if such person, less than 18 years of age, was:

- (1) In attendance at a hunter's safety course or a firearms safety course;
- (2) Engaging in practice in the use of such firearm or target shooting at an established range authorized by the governing body of the jurisdiction in which such range is located, or at another private range with permission of such person's parent or legal guardian;
- (3) Engaging in an organized competition involving the use of such firearm, or participating in or practicing for a performance by an organization exempt from federal income tax pursuant to section 501(c)(3) of the internal revenue code of 1986 which uses firearms as a part of such performance;

- (4) Hunting or trapping pursuant to a valid license issued to such person pursuant to article 9 of chapter 32 of the Kansas Statutes Annotated, and amendments thereto;
 - (5) Traveling with any such firearm in such person's possession being unloaded to or from any activity described in subsections (f)(1) through (f)(4), only if such firearm is secured, unloaded and outside the immediate access of such person;
 - (6) On real property under the control of such person's parent, legal guardian or grandparent and who has the permission of such parent, legal guardian or grandparent to possess such firearm; or
 - (7) At such person's residence and who, with the permission of such person's parent or legal guardian, possesses such firearm for the purpose of exercising the rights contained in K.S.A. Supp. 21-5222, 21-5223 or 21-5225, and amendments thereto. (K.S.A. Supp. 21-6301)
-

10.1.1 CRIMINAL CARRYING OF A WEAPON.

(pages 89 & 90) Added language to subsection (a)(3). Added subsection (a)(4). Removed old subsection (b). Updated old subsections (c), (c)(1), (c)(2), (c)(3), (c)(4) and (d) with new subsections (b), (b)(1), (b)(2), (b)(3), (b)(4) and (c). Added paragraph at the end of the section.

- (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 projector or any object containing a noxious liquid, gas or substance; or
 - (4) any pistol, revolver or other firearm concealed on one's person if such person is under 21 years of age, except when on such person's land or in such person's abode or fixed place of business.

~~(b) Criminal carrying of a weapon as defined in subsections (a)(1), (a)(2) or (a)(3) is a Class A violation.~~

~~(e)~~ (b) 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 (b)(1), (b)(2) and (b)(3) to possess such weapons.

~~(d)~~ (c) It shall not be a violation of this section if a person violates the provisions of K.S.A. Supp. 75-7c03, and amendments thereto, but has an otherwise valid license to carry a concealed handgun which is issued or recognized by this state. (K.S.A. Supp. 21-6302)

Criminal carrying of a weapon is a Class A violation.

10.4 CONFISCATION, DISPOSITION OF WEAPONS.

(page 92) Removed entire section.

- ~~(a) Upon conviction of a violation of Sections 10.1 or 10.2 of this article, any weapon seized in connection therewith shall remain in the custody of the trial court.~~
- ~~(b) Any stolen weapon so seized and detained, when no longer needed for evidentiary purposes, shall be returned to the person entitled to possession, if known. All other confiscated weapons when no longer needed for evidentiary purposes, shall in the discretion of the trial court be:~~
- ~~(1) Destroyed;~~
 - ~~(2) Forfeited to the law enforcement agency seizing the weapon for use within such agency, for sale to a properly licensed federal firearms dealer, for trading to a properly licensed federal firearms dealer for other new or used firearms or accessories for use within such agency or for trading to another law enforcement agency for that agency's use; or~~

~~(3) — Forfeited to the Kansas bureau of investigation for law enforcement, testing, comparison, or destruction by the Kansas bureau of investigation forensic laboratory.~~

~~(c) If weapons are sold as authorized by subsection (b), the proceeds of the sale shall be credited to the asset seizure and forfeiture fund of the seizing agency. (K.S.A. Supp. 21-6307)~~

10.14 OPERATION OF A MOTORBOAT OR SAILBOAT.

(pages 95 & 96) Added subsections (d)(1) and (d)(2).

- (a) (1) No person born on or after January 1, 1989, shall operate on public waters of this city any motorboat or sailboat unless the person possesses a certificate of completion of an approved boater safety education course of instruction lawfully issued to such person as provided by K.S.A. 32-1101 et seq.
- (2) No owner or person in possession of any motorboat or sailboat shall permit another person, who is subject to the requirements in subsection (a)(1), to operate such motorboat or sailboat unless such other person either:
 - (A) Has been lawfully issued a certificate of completion of an approved boater safety education course of instruction as provided by K.S.A. 32-1101 et seq.; or
 - (B) Is legally exempt from the requirements of subsection (a)(1).

The requirement in subsection (a)(1), shall not apply to a person 21 years of age or older.

- (b) The requirement in subsection (a)(1) shall not apply to a person operating a motorboat or sailboat accompanied by and under the direct and audible supervision of a person over 17 years of age who either:
 - (1) Possesses a certificate of completion of an approved boater safety education course; or
 - (2) Is legally exempt from the requirements of subsection (a)(1).
- (c) No person who is charged with a violation of subsection (a)(1) shall be convicted of the violation if such person produces in court or in the office of the arresting officer a certificate of completion of an approved boater safety education course of instruction lawfully issued to such person and valid at the time of such person's arrest. (K.S.A. 32-1139)

(d) As used in this section:

- (1) **Owner** means a person, other than a lienholder, having the property in or title to a vessel. The term includes a person entitled to the use or possession of a vessel subject to an interest in another person, reserved or created by agreement and securing payment or performance of an obligation, but the term excludes a lessee under a lease not intended as security.
- (2) **Operate** means to navigate or otherwise use a motorboat or a vessel.

10.15 OPERATING A VESSEL UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; PENALTIES.

(pages 97 & 98) Added subsection (g).

- (a) No person shall operate or attempt to operate any vessel within this city while:
 - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in paragraph (1) of subsection (b) of K.S.A. 32-1130, and amendments thereto, is .08 or more;
 - (2) The alcohol concentration in the person's blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .08 or more;
 - (3) The alcohol concentration in the person's blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .02 or more and the person is less than 21 years of age;
 - (4) Under the influence of alcohol to a degree that renders the person incapable of safely operating a vessel;
 - (5) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating a vessel; or
 - (6) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating a vessel.
- (b) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

- (c) No person shall operate or attempt to operate any vessel within this state for three months after the date of refusal of submitting to a test if such person refuses to submit to a test pursuant to K.S.A. 32-1132, and amendments thereto.
- (d) Except as provided by subsection (e), violation of this section is a violation punishable:
- (1) On the first conviction, by imprisonment of not more than one year or a fine of not less than \$100 nor more than \$500, or both; and
 - (2) On the second or a subsequent conviction, by imprisonment for not less than 90 days nor more than one year and, in the court's discretion, a fine of not less than \$100 nor more than \$500.
- (e) Subsection (d) shall not apply to or affect a person less than 21 years of age who submits to a breath or blood alcohol test requested pursuant to K.S.A. 32-1132 and amendments thereto, and produces a test result of an alcohol concentration of .02 or greater but less than .08. Such person's boating privileges upon the first occurrence shall be suspended for 30 days and upon a second or subsequent occurrence shall be suspended for 90 days.
- (f) In addition to any other penalties prescribed by law or rule and regulation, any person convicted of a violation of this section shall be required to satisfactorily complete a boater safety education course of instruction before such person subsequently operates or attempts to operate any vessel. (K.S.A. Supp. 32-1131)
- (g) As used in this section, **operate** means to navigate or otherwise use a motorboat or a vessel.
-

10.16 THROWING OBJECTS.

(pages 98 & 99) Reformatted section to replace subsections (a), (a)(1) and (a)(2) with subsections (a) and (b). Added language to new subsection (b). Removed old subsections (b)(1) and (b)(2) and replaced them with two paragraphs at the end of the section.

10.16 **THROWING OBJECTS.** It is unlawful for any person to:

- ~~(a)~~ (a) Recklessly throw, push, pitch or otherwise cast any rock, stone or other object, matter or thing onto a street, road, highway, railroad right-of-way, or upon any vehicle, engine or car or any train,

locomotive, railroad car, caboose, rail-mounted work equipment or rolling stock thereon;

- ~~(2)~~ (b) Violate subsection (a) and damage any vehicle, engine or car or any train, locomotive, railroad car, caboose, rail-mounted work equipment or rolling stock lawfully on the street, highway or railroad right-of-way by the thrown or cast rock, stone or other object. (K.S.A. Supp. 21-5819)

~~(b) (1) Violation of subsection (a)(1) is a Class B violation.~~

~~(2) Violation of subsection (a)(2) is a Class A nonperson violation~~

Violation of subsection (a) is a Class B violation.

Violation of subsection (b) is a Class A nonperson violation.

10.20 UNLAWFULLY OBTAINING A PRESCRIPTION-ONLY DRUG.

(pages 102 & 103) Added subsections (b)(3), (b)(4), (b)(4)(A), (b)(4)(B), (b)(4)(C) and (b)(4)(D).

(a) Unlawfully obtaining a prescription-only drug is:

- (1) Making, altering or signing of a prescription order by a person other than a practitioner or a mid-level practitioner;
- (2) Distribution of a prescription order, knowing it to have been made, altered or signed by a person other than a practitioner or a mid-level practitioner;
- (3) Possession of a prescription order with intent to distribute it and knowing it to have been made, altered or signed by a person other than a practitioner or a mid-level practitioner;
- (4) Possession of a prescription-only drug knowing it to have been obtained pursuant to a prescription order made, altered or signed by a person other than a practitioner or a mid-level practitioner; or
- (5) Providing false information with the intent to deceive, to a practitioner or mid-level practitioner for the purpose of obtaining a prescription-only drug.

(b) As used in this section:

- (1) **Pharmacist, practitioner, mid-level practitioner and prescription-only drug** shall have the meanings ascribed thereto by K.S.A. 65-1626 and amendments thereto.

- (2) **Prescription order** means an order transmitted in writing, orally, telephonically or by other means of communication for a prescription-only drug to be filled by a pharmacist. **Prescription order** does not mean a drug dispensed pursuant to such an order.
- (3) **Distribute** means the actual, constructive or attempted transfer from one person to another of some item whether or not there is an agency relationship. **Distribute** includes, but is not limited to, sale, offer for sale or any act that causes some item to be transferred from one person to another. **Distribute** does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act or otherwise authorized by law.
- (4) **Drug** means:
- (A) Substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them;
 - (B) substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or animals;
 - (C) substances, other than food, intended to affect the structure or any function of the body of man or animals; and
 - (D) substances intended for use as a component of any article specified in paragraph (1), (2) or (3). It does not include devices or their components, parts or accessories.
- (c) The provisions of this section shall not be applicable to prosecutions involving prescription-only drugs which could be brought under K.S.A. 21-5705 or 21-5706 and amendments thereto. (K.S.A. Supp. 21-5708)

Unlawfully obtaining a prescription-only drug is a Class A violation for the first offense.

10.24 SMOKING PROHIBITED.

(pages 104-106) Removed language from subsection (d)(9). Added subsections (d)(10), (d)(10)(A), (d)(10)(B), (d)(10)(C) and (d)(11).

- (a) It shall be unlawful, with no requirement of a culpable mental state, to smoke in an enclosed area or at a public meeting including, but not limited to:
- (1) Public places;
 - (2) Taxicabs and limousines;
 - (3) Restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities;
 - (4) Restrooms, lobbies and other common areas in hotels and motels and in at least 80% of the sleeping quarters within a hotel or motel that may be rented to guests;
 - (5) Access points of all buildings and facilities not exempted pursuant to subsection (d); and
 - (6) Any place of employment.
- (b) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.
- (c) Notwithstanding any other provision of this section, 10.25 or 10.26, the proprietor or other person in charge of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, or a medical care facility, may designate a portion of such adult care home, or the licensed long-term care unit of such medical care facility, as a smoking area, and smoking may be permitted within such designated smoking area.
- (d) The provisions of this section shall not apply to:
- (1) The outdoor areas of any building or facility beyond the access points of such building or facility;
 - (2) Private homes or residences, except when such home or residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto;
 - (3) A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed 20%;

- (4) The gaming floor of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto;
- (5) That portion of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, that is expressly designated as a smoking area by the proprietor or other person in charge of such adult care home pursuant to subsection (c) and that is fully enclosed and ventilated;
- (6) That portion of a licensed long-term care unit of a medical care facility that is expressly designated as a smoking area by the proprietor or other person in charge of such medical care facility pursuant to subsection (c) and that is fully enclosed and ventilated and to which access is restricted to the residents and their guests;
- (7) Tobacco shops;
- (8) A Class A or Class B club defined in K.S.A. 41-2601, and amendments thereto, which (A) held a license pursuant to K.S.A. 41-2606 et seq., and amendments thereto, as of January 1, 2009; and (B) notifies the secretary of health and environment in writing, not later than 90 days after the effective date of this act, that it wishes to continue to allow smoking on its premises; and
- (9) A private club in designated areas where minors are prohibited. (~~K.S.A. Supp. 21-6110~~)
- (10) Any benefit cigar dinner or other cigar dinner of a substantially similar nature that:
 - (A) Is conducted specifically and exclusively for charitable purposes by a nonprofit organization which is exempt from federal income taxation pursuant to Section 501(c)(3) of the federal internal revenue code of 1986;
 - (B) is conducted no more than once per calendar year by such organization; and
 - (C) has been held during each of the previous three years prior to January 1, 2011; and
- (11) That portion of a medical or clinical research facility constituting a separately ventilated, secure smoking room dedicated and used solely and exclusively for clinical research activities conducted in accordance with regulatory authority of the United States or the state of Kansas, as determined by the director of alcoholic beverage control of the department of revenue. (K.S.A. Supp. 21-6110)

11.1 PROMOTING OBSCENITY.

(pages 104-106) Removed subsection (c)(5) and replaced with old subsection (c)(6).

- (a) Promoting obscenity is recklessly:
 - (1) Manufacturing, mailing, transmitting, publishing, distributing, presenting, exhibiting, or advertising any obscene material or obscene device;
 - (2) Possessing any obscene material or obscene device with intent to mail, transmit, publish, distribute, present, exhibit or advertise such material or device;
 - (3) Offering or agreeing to manufacture, mail, transmit, publish, distribute, present, exhibit, or advertise any obscene material or obscene device; or
 - (4) Producing, presenting, or directing an obscene performance or participating in a portion thereof which is obscene or which contributes to its obscenity.

- (b) Evidence that materials or devices were promoted to emphasize their prurient appeal shall be relevant in determining the question of the obscenity of such materials or devices. There shall be a rebuttable presumption that a person promoting obscene materials or obscene devices did so knowingly or recklessly if:
 - (1) The materials or devices were promoted to emphasize their prurient appeal; or
 - (2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.

- (c) (1) Any material or performance is **obscene** if:
 - (A) The average person applying contemporary community standards would find that the material or performance, taken as a whole, appeals to the prurient interest;
 - (B) The average person applying contemporary community standards would find that the material or performance has patently offensive representations or descriptions of
 - (i) ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse or sodomy; or
 - (ii) masturbation, excretory functions, sadomasochistic abuse or lewd exhibition of the genitals; and
 - (C) Taken as a whole, a reasonable person would find that the material or performance lacks serious literary, educational, artistic, political, or scientific value.
- (2) **Material.** Any tangible thing which is capable of being used or adapted to arouse interest, whether throughout the medium of reading, observation, sound or other manner.

- (3) **Obscene Device.** A device, including a dildo or artificial vagina, designed or marketed as useful primarily for the stimulation of human genital organs, except such devices disseminated or promoted for the purpose of medical or psychological therapy.
 - (4) **Performance.** Any play, motion picture, dance or other exhibition performed before an audience.
 - ~~(5) **Sexual Intercourse and Sodomy** have the meaning provided by K.S.A. Supp. 21-5501, and amendments thereto.~~
 - ~~(6)~~ (5) **Wholesaler.** A person who distributes or offers for distribution obscene materials or devices only for resale and not to the consumer and who does not manufacture publish or produce such materials or devices.
- (d) It shall be a defense to a prosecution for promoting obscenity and promoting obscenity to minors that the:
- (1) Persons to whom the allegedly obscene material or obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific, educational or governmental justification for possessing or viewing the same;
 - (2) Defendant is an officer, director, trustee, or employee of a public library and the allegedly obscene material was acquired by such library and was disseminated in accordance with regular library policies approved by its governing body; or
 - (3) Allegedly obscene material or obscene device was purchased, leased, or otherwise acquired by a public, private or parochial school, college, or university, and that such material or device was either sold, leased, distributed, or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incident to an approved course or program of instruction at such school.
- (e) The provisions of this section prescribing a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public. (K.S.A. Supp. 21-6401)

Promoting obscenity is a Class A violation on conviction of a first offense.

Upon any conviction of promoting obscenity, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed \$50,000, conditioned that, in the event the defendant is convicted, of a subsequent offense of promoting obscenity within two years after such conviction, the defendant shall forfeit the recognizance.

11.8 GAMBLING.

(pages 118-123) Added subsections (a)(8) and (a)(9). Added new subsections (d), (d)(1), (d)(2), (d)(3), (d)(3)(A) and (d)(3)(B). Removed subsections (e), (e)(1), (e)(2), (e)(3) and (e)(4).

11.8 **GAMBLING.** Definitions of gambling terms used in sections 11.8, 11.9, and 11.10 shall be as follows:

- (a) A **bet** is a bargain in which the parties agree that, dependent upon chance, one stands to win or lose something of value specified in the agreement. A bet does not include:
 - (1) Bona fide business transactions which are valid under the laws of contracts including, but not limited to, contracts for the purchase or sale at a future date of securities or other commodities, and agreements to the compensation for loss caused by the happening of the chance including, but not limited to, contracts of indemnity or guaranty and life or health and accident insurance;
 - (2) Offers of purses, prizes or premiums to the actual contestants in any bona fide contest for the determination of skill, speed, strength, or endurance or to the bona fide owners of animals or vehicles entered in such a contest;
 - (3) A lottery as defined in this section;
 - (4) Any bingo game by or for participants managed, operated or conducted in accordance with the laws of the state of Kansas by an organization licensed by the state of Kansas to manage, operate or conduct games of bingo;
 - (5) A lottery operated by the state pursuant to the Kansas lottery act;
 - (6) Any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or

- (7) Tribal gaming;
- (8) Charitable raffles as defined by section 3 of Senate Sub. for HB 2155, and amendments thereto; or
- (9) A fantasy sports league as defined in this section.

(b) A **lottery** is an enterprise wherein for a consideration the participants are given an opportunity to win a prize, the award of which is determined by chance. A lottery does not include:

- (1) A lottery operated by the state pursuant to the Kansas lottery act; or
- (2) Tribal gaming.

(c) **Consideration** means anything which is a commercial or financial advantage to the promoter or a disadvantage to any participant. Mere registration without purchase of goods or services; personal attendance at places or events, without payment of an admission price or fee; listening to or watching radio and television programs; answering the telephone or making a telephone call and acts of like nature are not consideration.

Consideration shall not include sums of money paid by or for:

- (1) Participants in any bingo game managed, operated or conducted in accordance with the laws of the state of Kansas by any bona fide nonprofit religious, charitable, fraternal, educational or veteran organization licensed to manage, operate or conduct bingo games under the laws of the state of Kansas and it shall be conclusively presumed that such sums paid by or for such participants were intended by such participants to be for the benefit of the sponsoring organizations for the use of such sponsoring organizations in furthering the purposes of such sponsoring organizations, as set forth in the appropriate paragraphs of subsection (c) or (d) of section 501 of the internal revenue code of 1986 and as set forth in K.S.A. 79-4701, and amendments thereto;
- (2) Participants in any lottery operated by the state pursuant to the Kansas lottery act;
- (3) Participants in any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or
- (4) A person to participate in tribal gaming;

(d) **Fantasy sports league** means any fantasy or simulation sports game or contest in which no fantasy or simulation sports team is based on the current membership of an actual team that is a member of an

amateur or professional sports organization and that meets the following conditions:

- (1) All prizes and awards offered to winning participants are established and made known to the participants in advance of the game or contest and their value is not determined by the number of participants or the amount of any fees paid by those participants;
- (2) all winning outcomes reflect the relative knowledge and skill of the participants and are determined predominantly by accumulated statistical results of the performance of individual athletes in multiple real-world sporting events; and
- (3) no winning outcome is based:
 - (A) on the score, point spread or any performance or performances of any single real-world team or any combination of such teams; or
 - (B) solely on any single performance of an individual athlete in any single real-world sporting event.

~~(d)~~ (e) (1) **Gambling device** means any:

- (A) So-called **slot machine** or any other machine, mechanical device, electronic device or other contrivance an essential part of which is a drum or reel with insignia thereon, and (i) which when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;
- (B) Other machine, mechanical device, electronic device or other contrivance (including, but not limited to, roulette wheels and similar devices) which is equipped with or designed to accommodate the addition of a mechanism that enables accumulated credits to be removed, is equipped with or designed to accommodate a mechanism to record the number of credits removed or is otherwise designed, manufactured or altered primarily for use in connection with gambling, and (i) which when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;
- (C) Subassembly or essential part intended to be used in connection with any such machine, mechanical device, electronic device or other contrivance, but which is not attached to any such machine, mechanical device,

electronic device or other contrivance as a constituent part; or

- (D) Token, chip, paper, receipt or other document which evidences, purports to evidence or is designed to evidence participation in a lottery or the making of a bet.

The fact that the prize is not automatically paid by the device does not affect its character as a gambling device.

(2) **Gabling device** shall not include:

- (A) Any machine, mechanical device, electronic device or other contrivance used or for use by a licensee of the Kansas racing commission as authorized by law and rules and regulations adopted by the commission or by the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;
- (B) Any machine, mechanical device, electronic device or other contrivance, such as a coin-operated bowling alley, shuffleboard, marble machine (a so-called pinball machine), or mechanical gun, which is not designed and manufactured primarily for use in connection with gambling, and (i) which when operated does not deliver, as a result of chance, any money, or (ii) by the operation of which a person may not become entitled to receive, as the result of the application of an element of chance, any money;
- (C) Any so-called claw, crane or digger machine and similar devices which are designed and manufactured primarily for use at carnivals or county or state fairs; or
- (D) Any machine, mechanical device, electronic device or other contrivance used in tribal gaming.

~~(e)~~ (f) A **gambling place** is any place, room, building, vehicle, tent or location which is used for any of the following: **Making and settling bets; receiving, holding, recording or forwarding bets or offers to bet; conducting lotteries; or playing gambling devices.** Evidence that the place has a general reputation as a gambling place or that, at or about the time in question, it was frequently visited by persons known to be commercial gamblers or known as frequenters of gambling places is admissible on the issue of whether it is a gambling place.

~~(1) Making and settling bets;~~

- ~~(2) Receiving, holding, recording or forwarding bets or offers to bet;~~
- ~~(3) Conducting lotteries; or~~
- ~~(4) Playing gambling devices.~~
- ~~— Evidence that the place has a general reputation as a gambling place or that, at or about the time in question, it was frequently visited by persons known to be commercial gamblers or known as frequenters of gambling places is admissible on the issue of whether it is a gambling place.~~

~~(f)~~ (g) **Tribal gaming** has the meaning provided by K.S.A. 74-9802, and amendments thereto.

~~(g)~~ (h) **Gambling** is:

- (1) Making a bet; or
- (2) Entering or remaining in a gambling place with intent to make a bet, to participate in a lottery, or to play a gambling device. (K.S.A. Supp. 21-6403; K.S.A. Supp. 21-6404)

Gambling is a Class B violation.

11.11 CRUELTY TO ANIMALS.

(pages 125-127) Added language to subsection (b)(11). Removed old subsection (c). Updated new subsection (c) with old subsection (d).

(a) Cruelty to animals is:

- (1) Knowingly abandoning any animal any place without making provisions for its proper care;
- (2) Having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is need for health or well-being of such kind of animal;
- (3) Intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment; or
- (4) Intentionally causing any physical injury other than the acts described in subsection (a)(1).

(b) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;

- (2) Bona fide experiments carried on by commonly recognized research facilities;
- (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated, and amendments thereto;
- (4) Rodeo practices accepted by the rodeo cowboys' association;
- (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
- (6) With respect to farm animals, normal or accepted practices of animal husbandry including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;
- (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;
- (8) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
- (9) Laying an equine down for medical or identification purposes;
- (10) Normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or
- (11) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006. (K.S.A. Supp. 21-6412)

~~(c) As used in this section, (1) **Equine** means a horse, pony, mule, jenny, donkey or hinny; (2) **Maliciously** means a state of mind characterized by actual evil-mindedness or specific intent to do a~~

~~harmful act without a reasonable justification or excuse. (K.S.A. Supp. 21-6412)~~

- ~~(d)~~ (c) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

On first conviction, cruelty to animals is a Class A violation.

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 10

MEETING DATE: 10-22-15

TOPIC:

Consider adopting the 2015 Standard Traffic Ordinance for Kansas Cities

ACTION REQUESTED:

Approve Ordinance No. 3905 adopting the 2015 version of the Standard Traffic Ordinance for Kansas Cities for use within the City of Hays.

NARRATIVE:

The League of Kansas Municipalities publishes a revised Standard Traffic Ordinance (STO) on a yearly basis. The STO contains the most current legislative changes and updates. The majority of the STO remain the same from year to year, with only a few changes made. A handout has been prepared noting the additions and/or changes.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Don Scheibler, Chief of Police

ADMINISTRATION RECOMMENDATION:

Approve the ordinance as prepared by City Attorney John Bird.

COMMITTEE RECOMMENDATION(S):

NA

ATTACHMENTS:

Ordinance No. 3905 adopting the 2015 STO as prepared by City Attorney John Bird
Handout noting the additions and/or changes in the 2015 STO

ORDINANCE NO. 3905

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF HAYS, KANSAS, INCORPORATING BY REFERENCE "THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2015, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 3889, OF THE CODE OF ORDINANCES OF THE CITY OF HAYS, KANSAS, AS PASSED ON SEPTEMBER 25, 2014, AND AS PUBLISHED ON OCTOBER 13, 2014.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

Section 1. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Hays, Kansas, that certain standard traffic ordinance known as the *Standard Traffic Ordinance* for Kansas Cities, Edition of 2015, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts of portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted By Ordinance No. 3905", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such *Standard Traffic Ordinance* similarly marked, as may be deemed expedient.

Section 2. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

(a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.

(b) All traffic violations which are included within this ordinance and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3. PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than -0- nor more than \$2,500.00. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the Court not to exceed \$2,500.00.

ORDINANCE NO. 3905

Page 2

Section 4. REPEAL. Ordinance No. 3889, as passed on September 25, 2014, and as published on October 13, 2014, is hereby repealed.

Section 5. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in The Hays Daily News, the official city newspaper.

PASSED by the Commission the 22nd day of October, 2015.

APPROVED AND SIGNED by the Mayor this 22nd day of October, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

OVERVIEW OF CHANGES TO THE 2015 STANDARD
TRAFFIC ORDINANCE FOR KANSAS CITIES

Brief outline of changes made to ordinance

Words Added

~~Words Deleted~~

Sec. 1. Definitions.

(pages 6-22) Added definitions Autocycle, Interstate System, Motor Home, Samples, Security Agreement and Security Interest. Removed definitions Christian Science Practitioner, Commission or State Highway Commission, Double Parking, Explosives, Flammable Liquid, Lightweight Roadable Vehicle, Low Power Cycle, Road Tractor. Changed the definition Alley or Alleyway to Alley. Removed language from All-Terrain Vehicle. Added language to Authorized Emergency Vehicle. Added language to Church Bus. Added and removed one word from Day Care Program Bus. Added language to House Trailer. Added and removed language from Motorcycle. Added and removed language from Motorized Bicycle. Removed language from Railroad. Added and removed language from Recreational Off-Highway Vehicle. Added and removed language from Residence District. Added language to Revocation of Driver's License. Added and removed language from School Crossing Guard. Added language to Toxic Vapors. Added and removed language from Work-Site Utility Vehicle.

Alley ~~or Alleyway~~. A street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic.

All-Terrain Vehicle. Any motorized nonhighway vehicle 50 inches or less in width, having a dry weight of 1,500 pounds or less, and traveling on three or more nonhighway tires. ~~having a seat designed to be straddled by the operator. As used in this subsection, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.~~

Authorized Emergency Vehicle. Such fire department vehicles or police bicycles or police vehicles which are publicly owned; motor vehicles operated by ambulance services permitted by the emergency medical services board [under the provisions of K.S.A. 65-2101 et. seq., and amendments thereto](#); wreckers, tow trucks or car carriers, as defined by K.S.A. 66-1329, and amendments thereto, and having a certificate of public service from the state corporation commission; and such other publicly or privately

owned vehicles which are designated as emergency vehicles pursuant to K.S.A. 8-2010, and amendments thereto.

Autocycle. A three-wheel motorcycle that has a steering wheel and seating that does not require the operator to straddle or sit astride it.

~~**Christian Science Practitioner.** An individual listed in The Christian Science Journal as a Christian Science practitioner.~~

Church Bus. Every bus owned by a religious organization, and operated for the transportation of persons to or from services or activities of such religious organization. As used in this section, **religious organization** means any organization, church, body of communicants or group, gathered in common membership for mutual edification in piety, worship and religious observances, or a society of individuals united for religious purposes at a definite place.

~~**Commission or State Highway Commission.** The director of vehicles of the department of revenue.~~

Day Care Program Bus. Every bus used primarily to carry out functions of a day care program or used by a child care facility licensed by the Kansas department of health and environment who provides transportation for children six through and 18 years of age.

~~**Double Parking.** The standing or stopping of a vehicle in the line of traffic, and:~~

- ~~(a) To the rear of a vehicle angle parked, or to the rear of a space where a vehicle may be parked at any angle to the curb or edge of the roadway; or~~
- ~~(b) To the roadway side of a vehicle parked parallel with the curb or edge of the roadway or the roadway side of the space in which a vehicle may be parked parallel to the curb or edge of the roadway.~~

~~**Explosives.** Any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion, and which contains any oxidizing and combustible units or other ingredients in such proportions, quantities, or packing that an ignition by fire, by friction, by concussion, by percussion, or by detonator of any part of the compound or mixture may cause such~~

~~a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of destroying life or limb.~~

~~**Flammable Liquid.** Any liquid which has a flash point of 70 degrees Fahrenheit, or less, as determined by a Tagliabue or equivalent closed cup test device.~~

House Trailer.

- (a) A trailer or semitrailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place, either permanently or temporarily, and is equipped for use as a conveyance on streets and highways; or
- (b) A trailer or a semitrailer whose chassis and exterior shell is designed and constructed for use as a house trailer, as defined in paragraph (a), but which is used instead permanently or temporarily for the advertising, sales, display or promotion of merchandise or services, or for any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.
- (c) **House Trailer** does not include a manufactured home or a mobile home, as such terms are defined in K.S.A. 58-4202.

Interstate System. The national system of interstate and defense highways.

~~**Lightweight Roadable Vehicle.** Multipurpose motor vehicle that is allowed to be driven on public roadways and is required to be registered with, and flown under the direction of, the federal aviation administration.~~

~~**Low Power Cycle.** Low power cycle means every vehicle and every bicycle and tricycle with not to exceed one brake horsepower provided by battery in addition to human power.~~

Motor Home. Every motor vehicle designed to provide temporary living quarters for recreational, camping or travel use.

Motorcycle. Every motor vehicle, including autocycles, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor. ~~designed to travel on not more than three wheels in contact~~

~~with the ground, except any such vehicle as may be included within the term tractor as defined in this section.~~

Motorized Bicycle. Every device having two tandem wheels or three wheels which may be propelled by either human power or helper motor, or by both, and which has: ~~(1)~~ (a) A motor which produces not more than 3.5 brake horsepower; ~~(2)~~ (b) a cylinder capacity of not more than 130 cubic centimeters; ~~(3)~~ (c) an automatic transmission; and ~~(4)~~ (d) the capability of a maximum design speed of no more than 30 miles per hour.

Railroad. A carrier of persons or property upon cars, ~~other than streetcars,~~ operated upon stationary rails.

Recreational Off-Highway Vehicle. Any motor vehicle more than 50 but not greater than 64 inches in width, ~~64 inches or less in width,~~ having a dry weight of 2,000 pounds or less, traveling on four or more nonhighway tires, ~~having a nonstraddle seat and steering wheel for steering control.~~

Residence District. The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of 300 feet or more is improved in the main, ~~improved~~ with residences or residences and buildings in use for business.

Revocation of Driver's License. The termination by formal action of the division of a person's license or privilege to operate a motor vehicle on the highways, which termination shall not be subject to renewal or restoration except that an application for a new license may be presented and acted upon by the division after the expiration of the applicable period of time prescribed by state law.

~~**Road Tractor.** Every motor vehicle designed and used for drawing other vehicles, and not so constructed as to carry any load thereon independently, or any part of the weight of a vehicle or load so drawn.~~

Samples. Includes breath supplied directly for testing, which breath is not preserved.

School Crossing Guard. Any person 18 years of age and older or any person under 18 years of age who is being directly supervised by a person at least 18 years of age, acting with or without compensation and who is authorized under K.S.A. 8-15, 104, and amendments thereto, ~~by a school district, nonpublic school, city, or~~

~~county~~, to supervise, direct, monitor, or otherwise assist school children at a street or intersection in the vicinity of a school crosswalk or bus stop.

Security Agreement. A written agreement which reserves or creates a security interest.

Security Interest. An interest in a vehicle reserved or created by agreement and which secures payment or performance of an obligation. The term includes the interest of a lessor under a lease intended as security. A security interest is “perfected” when it is valid against third parties generally, subject only to specific statutory exceptions.

Toxic Vapors. The following substances or products containing such substances:

- (a) Alcohols, including methyl, isopropyl, propyl, or butyl;
- (b) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
- (c) Acetone;
- (d) Benzene;
- (e) Carbon tetrachloride
- (f) Cyclohexane;
- (g) Freons, including freon 11, ~~and~~ freon 12 ~~and other~~ halogenated hydrocarbons;
- (h) Hexane;
- (i) Methyl ethyl ketone;
- (j) Methyl isobutyl ketone;
- (k) Naptha;
- (l) Perchlorethylene;
- (m) Toluene;
- (n) Trichloroethane; or
- (o) Xylene.

Work-Site Utility Vehicle. Any motor vehicle which is not less than 48 inches in width, ~~has an overall length, including the bumper, of not more than 135 inches,~~ has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more nonhighway low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials. **Work-site utility vehicle** does not include a micro utility truck ~~or recreational off-highway vehicle.~~

Sec. 23. Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.

(pages 31 and 32) Updated title of section. Added old subsections (c)(1) and (c)(2) as subsections (b)(1) and (b)(2).

Sec. 23. Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.

- (a) The driver of any vehicle involved in an accident resulting in injury to great bodily harm to or death or any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.
- (b) A person who violates subsection (a) when an accident results in:
 - (1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.
 - (2) Any person who violates this section which results in injury to any person or property damages in excess of \$1,000 shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment. (K.S.A. Supp. 8-1602)
- (c) The driver shall comply with the provisions of section 26.1.
 - ~~(1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.~~
 - ~~(2) Any person who violates this section which results in injury to any person or property damages in excess of \$1,000 shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment. (K.S.A. Supp. 8-1602)~~

Sec. 25. Duty of Driver to give Certain Information after Accident; Failure to Provide Proof of Liability Insurance or Financial Security; Duty to Render Aid after Accident; Proof of Liability Insurance or Financial Security by Electronic Means, Restrictions.

(pages 32 and 33) Updated title of section.

Sec. 25. Duty of Driver to Give Certain Information ~~and Render Aid~~ after Accident; Failure to Provide Proof of Liability Insurance or Financial Security; Duty to Render Aid after Accident; Proof of Liability Insurance or Financial Security by Electronic Means, Restrictions.

- (a) (1) The driver of any vehicle involved in an accident resulting in injury to or death of any person or damage to any attended vehicle or other property shall give such driver's name, address, and the registration number of the vehicle such driver is driving, and upon request shall exhibit such driver's license or permit to drive, the name of the company with which there is in effect a policy of motor vehicle liability insurance covering the vehicle involved in the accident and the policy number of such policy to any person injured in such accident or to the driver or occupant of or person attending any vehicle or other property damaged in such accident, and shall give such information and upon request exhibit such license or permit and the name of the insurer and policy number to any police officer at the scene of the accident or who is investigating the accident.
- (2) Such driver, insofar as possible, shall immediately make efforts to determine whether any person involved in such accident was injured or killed, and shall render to any person injured in such accident reasonable assistance, including the carrying, or the making of arrangements for the carrying of such person to a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that such treatment is necessary or if such carrying is requested by the injured person.
- (b) If no police officer is present, the driver of any vehicle involved in such accident, or any occupant of such vehicle 18 years of age or older, shall immediately report such accident, by the quickest available means of communication, to the nearest office of a duly authorized police authority if:
 - (1) There is apparently property damage of \$1,000 or more;
 - (2) Any person involved in the accident is injured or killed; or
 - (3) The persons specified in subsection (a) are not present or in condition to receive such information.
- (c) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with failing to provide the name of such person's insurance company and policy number as required in subsection (a), shall be convicted if such person produces in court, within 10 days of

the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance. Such evidence also may be produced by displaying on a cellular phone or other type of portable electronic device evidence of financial security required by this subsection. Any person to whom such evidence of financial security is displayed shall view only such evidence of financial security. Such person shall be prohibited from viewing any other content or information stored on such cellular phone or other portable electronic devices. (K.S.A. Supp. 8-1604)

Sec. 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(pages 35-41) Removed old subsections (n)(1) and (n)(2) and replaced with old subsections (n)(2) and (n)(3).

- (a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
- (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is .08 or more;
 - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
 - (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
 - (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
 - (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.
- (b) (1) Driving under the influence is:
- (A) An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be

sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750 nor more than \$1,000. The person convicted shall serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole. The court may place the person convicted under a house arrest program to serve the remainder of the sentence only after such person has served 48 consecutive hours' imprisonment;

- (B) On a second conviction of a violation of this section the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program to serve the five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of 120 hours;
- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A) or (b)(1)(B), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008,

and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.

- (c) Any person convicted of violating this section who had one or more children under the age of 14 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

- (h) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:
- (1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
 - (2) any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) Refusing to submit to a test to determine the presence of alcohol or drugs, as provided in K.S.A. Supp. 8-1025 or Section 30.2.1;
 - (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2, 144, and amendments thereto; or section 30.1
 - (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) or K.S.A. Supp. 21-5405, and amendments thereto;
 - (E) aggravated battery as described in subsection (b)(3) of K.S.A. Supp. 21-5413, and amendments thereto; and
 - (F) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
 - (3) **conviction** includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (h)(2);
 - (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in subsection (h)(1) or (h)(2); and

- (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection (h)(1) or (h)(2) if committed of a military reservation in this state;
 - (4) multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;
 - (5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - (6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime.
- (i) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
 - (j) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
 - (k) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:
 - (1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
 - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
 - (l) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., or K.S.A. 22-2906 et seq., and amendments thereto, shall not constitute plea bargaining.
 - (m) The alternatives set out in subsections (a)(1), (a)(2) and (a)(3) may be pleaded in the alternative, and the city may, but shall not be

required to, elect one or two of the three prior to submission of the case to the fact finder.

(n) As used in this section:

~~(1) **Alcohol Concentration** means the number of grams of alcohol per 10 milliliters of blood or per 210 liters of breath.~~

- (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
- (2) **Drug** includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto. (K.S.A. Supp. 8-1567)

Ref.: For persons under 21 years of age, see also K.S.A. 8-1567a.

{Editor's Note: Since 2007 the Kansas Legislature has acted to give municipal courts jurisdiction over the felony level offences of Third, Fourth, and Subsequent Driving Under the Influence (DUI), K.S.A. Supp. 8-1567(k)(1) and (k)(3). However, K.S.A. Supp. 8-1567(l)(2) appears to remove this authority from municipal courts. Because of this apparent conflict, and concerns about sentencing issues and cost, the Editor has determined that Third, Fourth, and Subsequent Driving Under the Influence (DUI) would not be included in this Code. Should a city wish to implement these provisions concerning prosecuting felony level DUI in municipal court, a separate ordinance will need to be adopted.}

Sec. 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxication Liquor or Drugs; Penalties.

(pages 41-46) Added and removed language from subsection (m)(2)(D). Added and removed language from subsection (m)(2)(E). Removed old subsections (n)(1) and (n)(2) and replaced with old subsections (n)(2) and (n)(3).

- (a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle within this city while:
 - (1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;

- (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or
 - (3) Committing a violation of subsection (a) of Section 30 of this ordinance.
- (b) (1) Driving a commercial motor vehicle under the influence is:
- (A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than \$750 nor more than \$1,000. The person convicted shall serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation, suspension or reduction of sentence or parole or other release;
 - (B) On a second conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program to serve the five days' imprisonment mandated by this section only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence

provided for in the house arrest agreement shall not be counted as part of the 120 hours; and

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A) or (b)(1)(B), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (c) Any person convicted of a violation of this section who had one or more children under the age of 14 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of

this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:

- (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
 - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2, 142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section.
- (l) The alternatives set out in subsections (a)(1), (a)(2) and (a)(3) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:
- (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that such section

prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;

- (2) any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) This section of K.S.A. 8-2, 144, and amendments thereto;
 - (B) refusing to submit to a test to determine the presence of alcohol or drugs, as provided in K.S.A. Supp. 8-1025, or Section 30.2.1;
 - (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or ~~subsection (a)(3) of K.S.A. Supp. 21-5405~~ K.S.A. 2014 Supp. 21-5405(a)(3), and amendments thereto;
 - (E) aggravated battery as described in ~~subsection (b)(3) of K.S.A. Supp. 21-5413~~, K.S.A. 2014 Supp. 21-5413(b)(3), and amendments thereto; and
 - (F) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
- (3) **conviction** includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime describe in subsection (m)(2);
 - (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in subsection (m)(1) or (m)(2); and
 - (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection (m)(1) or (m)(2) if committed off a military reservation in this state;

- (4) it is irrelevant whether an offense occurred before or after conviction for a previous offense; and
- (5) multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.

(n) For the purpose of this section:

- ~~(1) **Alcohol concentration** means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath~~
- (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and
- (2) **Drug** includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto. (K.S.A. Supp. 8-2, 144)

Sec. 30.2.1 Refusal to Submit to Alcohol or Drug Test.

(pages 47-52) Added and removed language from subsection (a). Added and removed language from subsection (g)(2)(D). Added and removed language from subsection (g)(2)(E).

- (a) Refusing to submit to a test to determine the presence of alcohol or drugs is refusing to submit to or complete a test or tests deemed consented to under ~~subsection (a) of~~ K.S.A. 8-1001(a), and amendments thereto, if such person has:
 - (1) Any prior test refusal as defined in K.S.A. 8-1013, and amendments thereto, which occurred:
 - (A) On or after July 1, 2001; and
 - (B) when such person was 18 years of age or older; or
 - (2) any prior conviction for a violation of K.S.A. 8-1567 or 8-2, 144, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, which occurred:
 - (A) On or after July 1, 2001; and
 - (B) when such person was 18 years of age or older.
- (b) (1) Refusing to submit to a test to determine the presence of alcohol or drugs is:

On a first conviction a code violation. The person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program pursuant to K.S.A. Supp. 21-6609, and amendments thereto, to serve the five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 120 hours;

- (2) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (c) Any person convicted of violating this section who had one or more children under the age of 14 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

- (d) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessments and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (e) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (f) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (g) For the purpose of determining whether a conviction is a first, second, third, fourth or subsequent conviction in sentencing under this section:
 - (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring:
 - (A) On or after July 1, 2001
 - (B) when such person was 18 years of age or older. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;

- (2) any convictions for a violation of the following sections which occurred during a person's lifetime shall be taken into account, but only convictions occurring when such person was 18 years of age or older:
 - (A) This section or K.S.A. Supp. 8-1025;
 - (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2, 144, and amendments thereto;
 - (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or ~~subsection (a)(3) of K.S.A. Supp. 21-5405,~~ K.S.A. 2014 Supp. 21-5405(a)(3), and amendments thereto;
 - (E) aggravated battery as described in ~~subsection (b)(3) of K.S.A. Supp. 21-5413~~ K.S.A. 2014 Supp. 21-5413(b)(3), and amendments thereto; and
 - (F) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
- (3) **conviction** includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (g)(2);
 - (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in subsection (g)(1) or (g)(2); and
 - (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection (g)(1) or (g)(2) if committed off a military reservation in this state;
- (4) it is irrelevant whether an offense occurred before or after conviction for a previous offense;
- (5) multiple convictions of any crime described in subsection (g)(1) or (g)(2) arising from the same arrest shall only be counted as one conviction;
- (6) the prior conviction that is an element of the crime of refusing to submit to a test to determine the presence of alcohol or drugs shall not be used for the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section and shall not be considered in

- determining the sentence to be imposed within the limits provided for a first, second, third or subsequent offense; and
- (7) a person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, or an ordinance which prohibits the acts of this section, only once during the person's lifetime.
 - (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
 - (i) Upon conviction of a person of a violation of this section, the court may order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
 - (j) Upon the filing of a complaint, citation or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:
 - (1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
 - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
 - (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., or 22-2906 et seq., and amendments thereto, shall not constitute plea bargaining.
 - (l) As used in this section, **imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city. (K.S.A. Supp. 8-1025)

{Editor's Note: Due to concerns about sentencing issues and cost, the Editor has determined that Second, Third, or Subsequent Refusal to Submit to Alcohol or Drug Test offenses would not be included in this Code. Should a city wish to implement these provisions concerning

prosecuting felony level Refusal to Submit to Alcohol or Drug Test offenses in municipal court, a separate ordinance will need to be adopted.}

Sec. 138. Riding on Motorcycles.

(page 100) Added language to subsection (b).

- (a) A person operating a motorcycle shall ride only upon the permanent and regular seat attached thereto, and such operator shall not carry any other person nor shall any other person ride on a motorcycle, unless such motorcycle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons, or upon another seat firmly attached to the motorcycle at the rear or side of the operator.
 - (b) A person shall ride upon a motorcycle only while sitting astride the seat, facing forward, with one leg on each side of the motorcycle. [This subsection shall not apply to any person riding within an autocycle.](#)
 - (c) No person shall operate a motorcycle while carrying any package, bundle or other article which prevents him from keeping both hands on the handlebars.
 - (d) No operator shall carry any person, nor shall any person ride, in a position that will interfere with the operation or control of the motorcycle or the view of the operator. (K.S.A. 8-1594)
-

Sec. 142. Equipment for Motorcycle Operator or Rider.

(pages 101 & 102) Added language to subsection (d).

- (a) No person under the age of 18 years shall operate or ride upon a motorcycle or a motorized bicycle unless wearing a helmet which complies with minimum guidelines established by the National Highway Traffic Safety Administration pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 for helmets designed for use by motorcyclists and other motor vehicle users.
- (b) No person shall allow or permit any person under the age of 18 years to:

- (1) Operate a motorcycle or motorized bicycle or to ride as a passenger upon a motorcycle or motorized bicycle without being in compliance with the provisions of subsections (a); or
 - (2) operate a motorcycle or to ride as a passenger upon a motorcycle without being in compliance with the provisions of subsection (c).
- (c) (1) No person shall operate a motorcycle unless he or she is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant, except when the motorcycle is equipped with a windscreen which has a minimum height of 10 inches measured from the center of the handlebars.
- (2) No person under the age of 18 years shall ride as a passenger on a motorcycle unless such person is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant.
- (d) This section shall not apply to persons riding within an enclosed cab, **an autocycle**, or on a golf cart, nor shall it apply to any person operating or riding any industrial or cargo-type vehicle having three wheels and commonly known as a trickster. (K.S.A. Supp. 8-1598)

Ref.: Motorcycle Equipment, Article 18.

Sec. 171. Lighting Equipment and Warning Devices on Church Buses and Day Care Program Buses.

(page 119) Removed old subsection (a). Reformatted section so that old subsection (b) is the first paragraph of the section, old subsections (b)(1) and (b)(2) are subsections (a) and (b).

Sec. 171. Lighting Equipment and Warning Devices on Church Buses and Day Care Program Buses. Any church bus, or day care program bus, in addition to any other equipment and distinctive markings required by law, may be equipped with:

~~(a) As used in this section, **religious organization** means any organization, church, body of communicants or group, gathered in common membership for mutual edification in piety, worship and religious observances, or a society of individuals united for religious purposes at a definite place.~~

- (a) Signal lamps which conform to the requirements of Section 170, and rules and regulations adopted pursuant thereto; and
 - (b) A stop signal arm which conforms to requirements therefor applicable to school buses which have been adopted by rules and regulations of the state board of education. (K.S.A. 8-1730a)
-

Sec. 182. Child Passenger Safety Restraining System.

(pages 127 & 128) Added language to subsection (a). Added language to subsection (d).

- (a) Every driver who transports a child under the age of 14 years in a passenger car **or an autocycle** on a highway shall provide the protection of such child by properly using:
 - (1) For a child under the age of four years an appropriate child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213;
 - (2) For a child four years of age, but under the age of eight years and who weighs less than 80 pounds or is less than 4 feet 9 inches in height, an appropriate child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213; or
 - (3) For a child 8 years of age but under the age of 14 years or who weighs more than 80 pounds or is more than 4 feet 9 inches in height, a safety belt manufactured in compliance with federal motor vehicle safety standard no. 208.
- (b) If the number of children subject to the requirements of subsection (a) exceeds the number of passenger securing locations available for use by children affected by such requirements, and all of these securing locations are in use by children, then there is not a violation of this section.
- (c) If a securing location only has a lap safety belt available, the provisions of subsection (a)(2) shall not apply and the child shall be secured in accordance with the provisions of subsection (a)(3).
- (d) It shall be unlawful for any driver to violate the provisions of subsection (a) and upon conviction such driver shall be punished by a fine of \$60. The failure to provide a child safety restraining system

or safety belt for more than one child in the same passenger car or **autocycle** at the same time shall be treated as a single violation. Any conviction under the provisions of this subsection shall not be construed as a moving traffic violation for the purpose of K.S.A. 8-255, and amendments thereto.

- (e) The \$60 fine provided for in subsection (d) shall be waived if the driver convicted of violating subsection (a)(1) or (a)(2) provides proof to the court that such driver has purchased or acquired the appropriate and approved child passenger safety restraining system. At the time of issuing the citation for a violation of subsection (a)(1) or (a)(2), the law enforcement officer shall notify the driver of the waiver provisions of this subsection.
- (f) No driver charged with violating the provisions of this section shall be convicted if such driver produces in the office of the arresting officer or in court proof that the child was 14 years of age or older at the time the violation was alleged to have occurred.
- (g) Evidence of failure to secure a child in a child passenger safety restraining system or a safety belt under the provisions of this section shall not be admissible in any action for the purpose of determining any aspect of comparative negligence or mitigation of damages.
- (h) As used in this section **passenger car** means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying 10 passengers or fewer, including vans, but does not include a motorcycle, a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than 12,000 pounds or a farm truck registered for a gross weight of more than 16,000 pounds (K.S.A. Supp. 8-1343a:8-1345)

Sec. 182.1 Seat Belts.

(pages 129 & 130) Added language to subsection (a)(1). Added language to subsection (a)(2).

- (a) Except as provided in subsection (b):
 - (1) Each occupant of **either** a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208 **or an autocycle**, who is 18 years of age or older, shall have a safety belt properly fastened about such

person's body at all times when the passenger car is in motion;
and

- (2) Each occupant of **either** a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208 **or an autocycle**, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.

(b) This section does not apply to:

- (1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;
- (2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes; or
- (3) Newspaper delivery persons while actually engaged in delivery of newspapers along with their specified routes.

(c) Law enforcement officers shall not stop drivers for violations of subsection (a)(1) by a back seat occupant in the absence of another violation of law. A citation for violation of subsection (a)(1) by a back seat occupant shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.

- (d) (1) Persons violating subsection (a)(1) shall be fined \$10 and no court costs; and
- (2) Persons violating subsection (a)(2) shall be fined \$60 and no court costs.

(e) As used in this section, **passenger car** means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying 10 passengers or fewer, including vans, but does not include a motorcycle or a motor-driven cycle. (K.S.A. Supp. 8-2502:2504)

Sec. 193. Driver's License in Possession.

(page 133) Added language to the section.

Sec. 193. Driver's License in Possession. Every licensee shall have his or her driver's license in his or her immediate possession at all times when

operating a motor vehicle, and shall display the same upon demand of any law enforcement officer. However, no person charged with violating this section shall be convicted if such person produces in court **or the office of the arresting officer** a driver's license theretofore issued to such person and valid at the time of arrest. (K.S.A. 8-244)

Sec. 198. Vehicle License; Illegal Tag.

(pages 137-139) Added and removed language from subsection (a)(1).

(a) It shall be unlawful for any person to:

- (1) Operate, or for the owner thereof knowingly to permit the operation, upon a highway of any vehicle which is not registered, or for which a certificate of title has not been issued or which does not have attached thereto and displayed thereon by the division for the current registration year, including any registration decal required to be affixed to any such license plate pursuant to K.S.A. 8-134, and amendments thereto, subject to the exemptions allowed in K.S.A. 8-135, 8-198 and 8-1751a, and amendments thereto. A violation of this ~~section subsection (1)~~ by a person unlawfully claiming that a motor vehicle is exempt from registration as a self-propelled crane under ~~subsection (b) of~~ K.S.A. 8-128(b) and amendments thereto, shall constitute a violation punishable by a fine of not less than \$500. **A person shall not be charged with a violation of this subsection (1) for failing to display a registration decal on any vehicle except those included under K.S.A. 8-1, 101 and K.S.A. 2014 Supp. 8-143m and 8-1, 152, and amendments thereto, up to and including the 10th day following the expiration of the registration if the person is able to produce a printed payment receipt or electronic payment receipt from an online electronic payment processing system for the current 12-month registration period. Any charge for failing to display a registration decal up to and including the 10th day following the expiration of the registration shall be dismissed if the person produces in court a registration receipt for the current 12-month registration period which was valid at the time of arrest.**
- (2) Display of cause or permit to be displayed, or to have in possession, any registration receipt, certificate of title, registration license plate, registration decal, accessible parking placard or accessible parking identification card knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall

constitute an ordinance violation punishable by a fine of not less than \$100 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection (2). This subsection (2) shall not apply to the possession of:

- (A) Model year license plates displayed on antique vehicles as allowed under K.S.A. 8-172, and amendments thereto; or
 - (B) Distinctive license plates allowed under K.S.A. 8-1, 147, and amendments thereto.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, certificate of title, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
 - (4) Remove, conceal, alter, mark or deface the license number plate or plates or any other mark of identification upon any vehicle. License plates shall be kept clean and they shall be placed on all vehicles within the city as required by law so as to be plainly legible.
 - (5) Carry or display a registered number plate or plates or registration decal upon any vehicle not lawfully issued for such vehicle.

- (b) Any person violating subsections (1), (2) or (3) shall be punished by a fine not exceeding \$2,500, or by imprisonment for not less than 30 days nor more than six months, or by both such fine and imprisonment. Any person violating subsections (4) or (5) shall be punished as provided in section 201(d) or this ordinance. (K.S.A. Supp. 8-142; K.S.A. 8-149)

Sec. 200. Motor Vehicle Liability Insurance.

(pages 140-142) Added and removed language from subsection (a).

- (a) Every owner shall provide motor vehicle liability insurance coverage in accordance with the provisions of ~~this act~~ the [Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq.](#), for every motor vehicle owned by such person, unless such motor vehicle: (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104 (f); (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under the agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school; (3) is included under a

qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or (4) is expressly exempted from the provisions of ~~this act~~ the [Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq.](#)

- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (d) (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall transmit a copy of the insurance verification for prescribed by the secretary of revenue with the copy of the citation transmitted to the court.
- (2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.

- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c) or (d) shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, and identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.
- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 nor more than \$1,000 or by imprisonment for a term of not more than six months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three years of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one year, or both such fine and imprisonment. (K.S.A. Supp. 40-3104)

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 11

MEETING DATE: 10-22-15

TOPIC:

Kiwanis Park Play Unit

ACTION REQUESTED:

Approve the purchase of the play unit from ABCreative for an amount of \$30,420 from the Park Improvement Fund.

NARRATIVE:

The Hays Kiwanis Club donated \$40,000 and the City matched \$40,000 in the 2015 Special Parks Budget to update Kiwanis Park with a new play unit and restroom. Members of the Hays Kiwanis Club reviewed the play unit proposals and requested approval to purchase the unit from ABCreative in De Soto, Kansas for an amount of \$30,420 which includes labor for an install supervisor from their firm.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Jeff Boyle, Director of Parks

ADMINISTRATION RECOMMENDATION:

As Director of Parks, I recommend approval to purchase the play unit from ABCreative for an amount of \$30,420 from the Park Improvement Fund.

COMMITTEE RECOMMENDATION(S):

The Hays Kiwanis Club recommends approval to purchase the play unit from ABCreative for an amount of \$30,420 from the Park Improvement Fund.

ATTACHMENTS:

Memo from the Director of Parks
3D Renderings of Recommended Unit

Commission Work Session Agenda

Memo

From: Jeff Boyle, Director of Parks

Work Session: October 15, 2015

Subject: Kiwanis Park Play Unit

Person(s) Responsible: Jeff Boyle, Director of Parks

Summary

The Hays Kiwanis Club donated \$40,000 and the city matched \$40,000 in the 2015 Special Parks Budget to update Kiwanis Park with a new play unit and restroom. Members of the Hays Kiwanis Club reviewed the play unit proposals and requested approval to purchase the unit from ABCreative in De Soto, Kansas for an amount of \$30,420 which includes labor for an install supervisor from their firm. City Staff is requesting approval to purchase the proposed play unit from ABCreative for an amount of \$30,420 with funding from the Park Improvement Fund.

Background

The existing play equipment at Kiwanis Park was purchased and installed in 1991 by the Hays Kiwanis Club and City Staff. Play equipment generally lasts 15-20 years. The main play unit is in need of replacement at this time.

Discussion

City Staff prepared Request for Proposals (RFP) for playground equipment and received thirteen (13) proposals. The RFP that was prepared suggested a price in the \$30,000 range in an effort to have funds left over for playground fall zone materials. Members of the Hays Kiwanis Club reviewed the proposals and requested approval to purchase the play equipment from ABCreative in De Soto, Kansas for an amount of \$30,420 which includes labor for an install supervisor from their firm. The recommended play unit is not the lowest priced unit but the Kiwanis Club liked the layout and features provided. This unit appears to be the most cost effective of the proposals submitted and will fit into the existing space at the park.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The Hays Kiwanis Club donated \$40,000, which was placed in the Park Improvement Fund, to assist with the purchase of playground equipment and a restroom facility for Kiwanis Park at 17th and Harvest. The Hays City Commission approved a \$40,000

“matching funds” request in the 2015 Special Park and Recreation Budget for this purpose bringing the total available funds to \$80,000. The proposals received ranged from \$23,427 to \$35,625. The recommended play unit price is \$30,420. An amount of \$2,800 would be required for fall zone materials after the unit is installed. The remaining funds would be used to purchase a new restroom facility.

Options

The City Commission has the following options:

- Approve the request to purchase play equipment from ABCreative for an amount of \$30,420.
- Do nothing at this time

Recommendation

The Hays Kiwanis Club and City Staff recommend approval to purchase the play unit from ABCreative for an amount of \$30,420 from the Park Improvement Fund.

Action Requested

Approve the purchase of the play unit from ABCreative for an amount of \$30,420 from the Park Improvement Fund.

Supporting Documentation

3D rendering of recommended unit



CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 12

MEETING DATE: 10-22-15

TOPIC:

Kiwanis Park Restroom

ACTION REQUESTED:

Approve the purchase of the CXT Inc. Cortez Precast Flush Restroom, via the State of Kansas Bid Procurement Contract Award #40341, for an amount of \$40,100. Funding to pay for the restroom will include \$40,000 from the Special Park Budget and \$100 from the Park Improvement Fund.

NARRATIVE:

The Hays Kiwanis Club donated \$40,000, which was placed in the Park Improvement Fund, and the City matched \$40,000 in the 2015 Special Parks Budget to update Kiwanis Park with a new play unit and restroom. The Hays Kiwanis Club and City Staff are requesting approval to purchase the CXT Inc. Cortez Precast Flush Restroom, via the State of Kansas Bid Procurement Contract Award #40341, for an amount of \$40,100.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Jeff Boyle, Director of Parks

ADMINISTRATION RECOMMENDATION:

As Director of Parks, I recommend approval to purchase the CXT Inc. Cortez Precast Flush Restroom, via the State of Kansas Bid Procurement Contract Award #40341, for an amount of \$40,100. Funding to pay for the restroom will include \$40,000 from the Special Park Budget and \$100 from the Park Improvement Fund.

COMMITTEE RECOMMENDATION(S):

The Hays Kiwanis Club recommends approval to purchase the CXT Inc. Cortez Precast Flush Restroom for an amount of \$40,100.

ATTACHMENTS:

Memo from the Director of Parks
Visual of the CXT Cortez Precast Flush Restroom
Copy of the State of Kansas Bid Procurement Contract Award #40341

Commission Work Session Agenda

Memo

From: Jeff Boyle, Director of Parks

Work Session: October 15, 2015

Subject: Kiwanis Park Restroom

Person(s) Responsible: Jeff Boyle, Director of Parks

Summary

The Hays Kiwanis Club donated \$40,000 which was placed in the Park Improvement Fund and the city matched \$40,000 in the 2015 Special Parks Budget to update Kiwanis Park with a new play unit and restroom. The Hays Kiwanis Club and City Staff are requesting approval to purchase the CXT Inc. Cortez Precast Flush Restroom, via the State of Kansas Bid Procurement Contract Award #40341, for an amount of \$40,100. Funding will include \$40,000 from the Special Park Budget and \$100 from the Park Improvement Fund.

Background

Kiwanis Park does not currently have a restroom facility available for park visitors. Restrooms are one of the most important amenities to have in a park setting and are typically one of the first items installed when building a park.

Discussion

City Staff looked at various ways to purchase restroom facilities in an effort to find the most cost effective way to provide adequate and long lasting restrooms for park areas. Previous restroom facilities constructed in area parks were costing approximately \$70,000 to construct. City Staff determined that pre-cast concrete restrooms were less expensive to purchase and install yet still looked nice and fulfilled the basic needs for city park users. The State of Kansas purchases these same types of restrooms for the Kansas Department of Wildlife and Parks and Tourism and has already gone through the bidding processes for purchasing such and has a current contract in place with CXT Inc. The contract includes a provision that allows political subdivisions of the State of Kansas to purchase the restrooms off of the contract. The Cortez Precast Flush Restroom offered by CXT has separate men's and women's restrooms and meets all ADA requirements. The contract price for the restroom including delivery is \$40,100. City Staff will prepare the base and will hire a local contractor to install the piping to the facility.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The Hays Kiwanis Club donated \$40,000, which was placed in the Park Improvement Fund, to assist with the purchase of playground equipment and a restroom facility for Kiwanis Park at 17th and Harvest. The Hays City Commission approved a \$40,000 “matching funds” request in the 2015 Special Park and Recreation Budget for this purpose bringing the total available funds to \$80,000. The total expected play unit cost of \$33,220 would leave \$46,780 available for restroom portion of the project. The restroom is \$40,100 plus \$6,085 for plumbing and electrical bringing the total restroom project cost to \$46,185 or \$595 under budget.

Options

The City Commission has the following options:

- Approve the request to purchase the CXT, Inc. Cortez Precast Flush Restroom for an amount of \$40,100 through the State of Kansas Bid Procurement Contract Award #40341.
- Do nothing at this time

Recommendation

The Hays Kiwanis Club and City Staff recommend approval to purchase the Cortez Precast Flush Restroom, via the State of Kansas Bid Procurement Contract Award #40341, for an amount of \$40,100.

Action Requested

Approve the purchase of the CXT Inc. Cortez Precast Flush Restroom, via the State of Kansas Bid Procurement Contract Award #40341, for an amount of \$40,100. Funding to pay for the restroom will include \$40,000 from the Special Park Budget and \$100 from the Park Improvement Fund.

Supporting Documentation

Visual of the CXT Cortez Precast Flush Restroom
State of Kansas Bid Procurement Contract Award #40341



CONTRACT AWARD

Date of Award: April 27, 2015
Contract ID: 0000000000000000000040341
Event ID: EVT0003680
Replace Contract: New

Procurement Officer:
Telephone:
E-Mail Address: david.stueve@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Precast Concrete Restrooms – Various Locations
Agency/Business Unit: Wildlife, Parks and Tourism
Period of Contract: May 01, 2015 through April 30, 2016
(With the option to renew for one additional thirty-six month periods)

Contractor: CXT INC
3808 N SULLIVAN RD BLDG 7

Vendor ID: SPOKANE VALLEY, WA 99216-1618
0000166227
FEIN: 91-1498605
Contact Person: Rich Edwards
E-Mail: redwards@lbfooster.com
Toll Free Telephone: 800-696-5766
Local Telephone: 262-321-1421
Cell Phone Number: 262-321-1421
Fax: 509-928-8270

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may not** use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 40341

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the 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.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract 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 State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements

of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the

Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. 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 contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the 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 contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.36. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.37. Price Adjustments

Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

On the yearly anniversary date of this contract, costs may remain at the existing contract price or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The State of Kansas reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

1.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.40. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods

received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.41. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.42. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.43. Deliveries

All orders shall be shipped within 90 days for vault toilets, and 120 days for flush restrooms, ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.44. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.45. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.46. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material,

etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.47. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.48. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.49. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery

1.50. Warranty

The State requires a "standard" warranty of 365 days. This warranty shall be included in the cost of the product or equipment.

The Contractor will be the sole point of contact on any problems with the product, equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under this contract. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Procurement and Contracts said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

1.51. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.52. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.53. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.54. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.55. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.56. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.57. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.58. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.59. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

Contractor shall provide pre-cast concrete restrooms as per specifications, installed at various locations in the state of Kansas for a period of one year. Contract at mutual consent of both parties may be renewed for one (1) additional term of three (3) years. Pricing shall reflect construction, freight, crane rental, installation, and backfill of structure. Colors and textures shall be chosen by KDWPT at time of order.

By submission of this bid, the contractor agrees that, upon receipt of a purchase order by KDWPT, he or she shall construct, transport and install the restrooms listed below within a **90 day** time frame for all vault toilets and within a **120 day** time frame for the flush restrooms. Unless otherwise exempted from this requirement by the owner, the contractor will be subject to \$200 dollars per day liquidated damages from the owner and said damages will be deducted from the agreed price of the building prior to payment. It is understood that this requirement is subject to weather and soil conditions being optimum for the installation of the buildings.

NOTE – The specifications can be found by using the “Click here to access those additional files” tab located in the “Attention” box after using the following link:

<http://da.ks.gov/purch/Contracts/>

3. Costing Sheet

This will be the unit pricing to be used for orders placed during the contract period:

GROUP 1

“Gunnison” Unisex Single Vault Toilet (As manufactured by CXT Inc.)	Price/Unit Installed	___\$16,500_____
“Tioga Special” Vault Toilet (As manufactured by CXT, Inc.)	Price/Unit Installed	___\$31,700_____
“Tioga Special” with Chase and Lights (electrical) Vault Toilet Installed (As manufactured by CXT, Inc.)	Price/Unit Installed	___\$39,300.00___
	Add / Deduct for Solar Lighting Package	___\$1,350.00_____
“Cascadian” Unisex Single Vault Toilet (As manufactured by CXT, Inc.)	Price/Unit Installed	___\$19,500.00___
“Cascadian Double” Vault Toilet (As manufactured by CXT, Inc.)	Price/Unit Installed	___\$34,900_____
“Cascadian Double” Vault Toilet w/ Chase and Lights (As manufactured by CXT, Inc.)	Price/Unit Installed	___\$42,400_____
	Add / Deduct for Solar Lighting Package	___\$1,350.00_____

GROUP 2

“Cortez” Precast Flush Restroom (As manufactured by CXT Inc.)	Price/Unit Installed	___\$40,100.00___
“Ozark I” Precast Flush Restroom (As manufactured by CXT, Inc.)	Price/Unit Installed	___\$28,600.00___
“Ozark II” Precast Flush Restroom (As manufactured by CXT, Inc.)	Price/ Unit Installed	___\$51,500.00___

4. Contractual Provisions Attachment

DA-146a Rev. 06/12

4.1. 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 contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.2. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.3. Termination Due To Lack Of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 in this contract, except that such notice shall not be required prior to 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 State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.4. Disclaimer Of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

4.5. Anti-Discrimination Clause

The 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 or 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 contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (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 such contract or

whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

4.6. Acceptance Of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.7. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4.8. Representative's Authority To Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.9. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.10. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.11. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

4.12. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.13. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on **April 22, 2015** in response to Bid Event Number **EVT0003680**.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish **Precast Concrete Restrooms – Various Locations** for **Wildlife, Parks and Tourism** on order of the Agency at the price or prices contained herein.

This contract is entered into this **27th** day of **April, 2015** by and between the State of Kansas (State) and **CXT INC, SPOKANE VALLEY, WA** (Contractor).

Contractor: **CXT INC**

Agency: **Wildlife, Parks and Tourism**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

I hereby certify that the competitive bid/procurement laws of the State of Kansas have been followed.

State of Kansas

By: _____

TRACY T. DIEL
DIRECTOR OF PURCHASES

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 13

MEETING DATE: 10-22-15

TOPIC:

Replat of Lots 1 and 2 and Arnhold Dr. in Arnhold's Industrial Addition

ACTION REQUESTED:

Approve Resolution No. 2015-022 accepting the Replat of Lots One and Two and Arnhold Drive, Arnhold's Industrial Addition.

NARRATIVE:

The subject property, known as Arnhold's Industrial Addition, is under consideration for approval of a replat of Lots 1 and 2 as well as the portion of right of way currently platted as Arnhold Dr. This is undeveloped and unimproved property outside the City limits located west of Canterbury and north of E 8th St. There is a proposed plan from Midwest Energy to develop an electrical substation on the property. Approval of the plat as submitted would act to combine two lots (1 and 2) and vacate the right of way platted as Arnhold Dr. On September 21, 2015 the final plat was reviewed and approved (8-0 vote) by the Hays Area Planning Commission. Staff, as well as the Planning Commission, recommends approving this plat as submitted.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends approving this plat as submitted.

COMMITTEE RECOMMENDATION(S):

By a vote of 8-0, the Planning Commission recommends approving this plat as submitted.

ATTACHMENTS:

Staff Memo
Maps
Final Plat
Resolution No. 2015-022

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: October 15, 2015

Subject: Replat of Lots 1 and 2 and Arnhold Dr. in Arnhold's Industrial Addition

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

The subject property, known as Arnhold's Industrial Addition, is under consideration for approval of a replat of Lots 1 and 2 as well as the portion of right of way currently platted as Arnhold Dr. This is undeveloped and unimproved property outside the City limits located west of Canterbury and north of E 8th St. There is a proposed plan from Midwest Energy to develop an electrical substation on the property. Approval of the plat as submitted would act to combine two lots (1 and 2) and vacate the right of way platted as Arnhold Dr. On September 21, 2015 the final plat was reviewed and approved (8-0 vote) by the Hays Area Planning Commission. Staff, as well as the Planning Commission, recommends approving this plat as submitted.

Background

The plat of Arnhold's Industrial Addition was originally approved in 1979, over 35 years ago. No physical, accepted improvements have ever been made to the area and most of the area is completely undeveloped.

Discussion

The subject property, known as Arnhold's Industrial Addition, is under consideration for approval of a replat of Lots 1 and 2 as well as the portion of right of way currently platted as Arnhold Dr. Approval of the plat as submitted would act to combine two lots (1 and 2) and vacate the right of way platted as Arnhold Dr. While there are other ways of accomplishing the combining of these two lots and vacate the right of way, the replat is the cleanest and most effective method for doing so. Any future development of the larger common area would likely require replatting of the entire area beyond the plat of Arnhold's Industrial Addition.

Staff from the Utilities Department has been apprised of this proposed development and agrees with the proposal. This plat was also taken before the Utility Advisory Committee with no issues noted. All easements as required are in place for future placement of any required utilities although there are no plans at this time for any utility extensions of any kind. The plat meets the requirements of the current subdivision regulations in regard to

lot size, setbacks, and any specific utility requirements. The property will remain outside of the City limits at this time and for the immediate future.

On September 15, 2015 the final plat was reviewed and approved (8-0 vote) by the Hays Area Planning Commission.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

None identified.

Options

The City Commission has the following options:

- Approve the plat as submitted
- Do not approve the plat

Recommendation

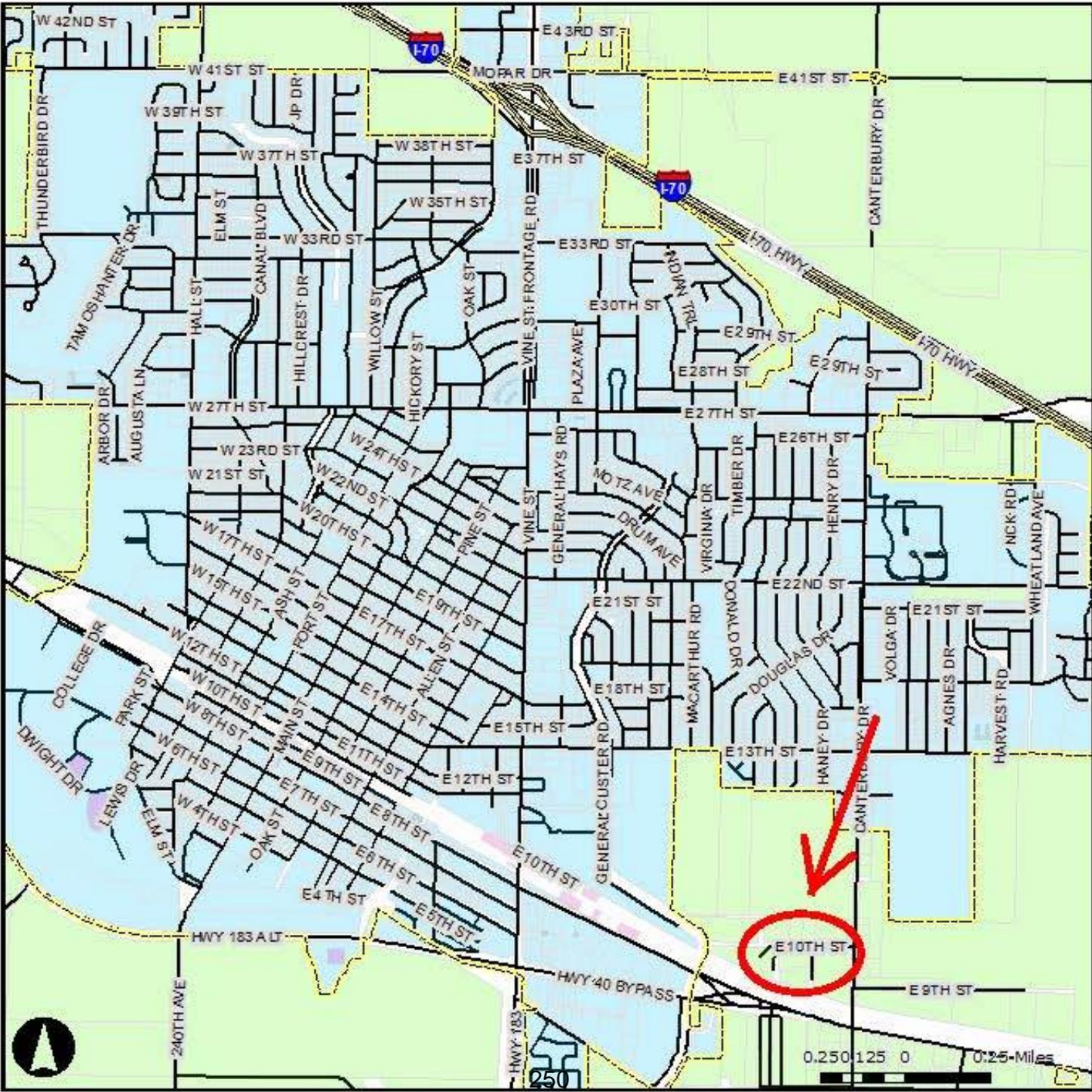
Staff, as well as the Planning Commission, recommends approving this plat as submitted.

Action Requested

Approve the resolution accepting the Replat of Lots One and Two and Arnhold Drive, Arnhold's Industrial Addition.

Supporting Documentation

Maps
Final Plat
Resolution



0.250 125 0 0.25 Miles

250



00000

00000

CANTERBURY DR

1010



00000

1707

1715

1005

10000

1004

1006A

00000

1002

00000

E 10TH ST

DOWALD DR

1680

1710

909

HANEY DR

901

E 9TH ST

2170

PRIVATE ST

HWY 40 BYPASS

BURGUNDY LN

1640

1720

00000

00000

1860A

2050

2100

713

E 8TH ST



0 100 200 300 400 500

0 100 200 300 400 500

251

2100

711

2020

170

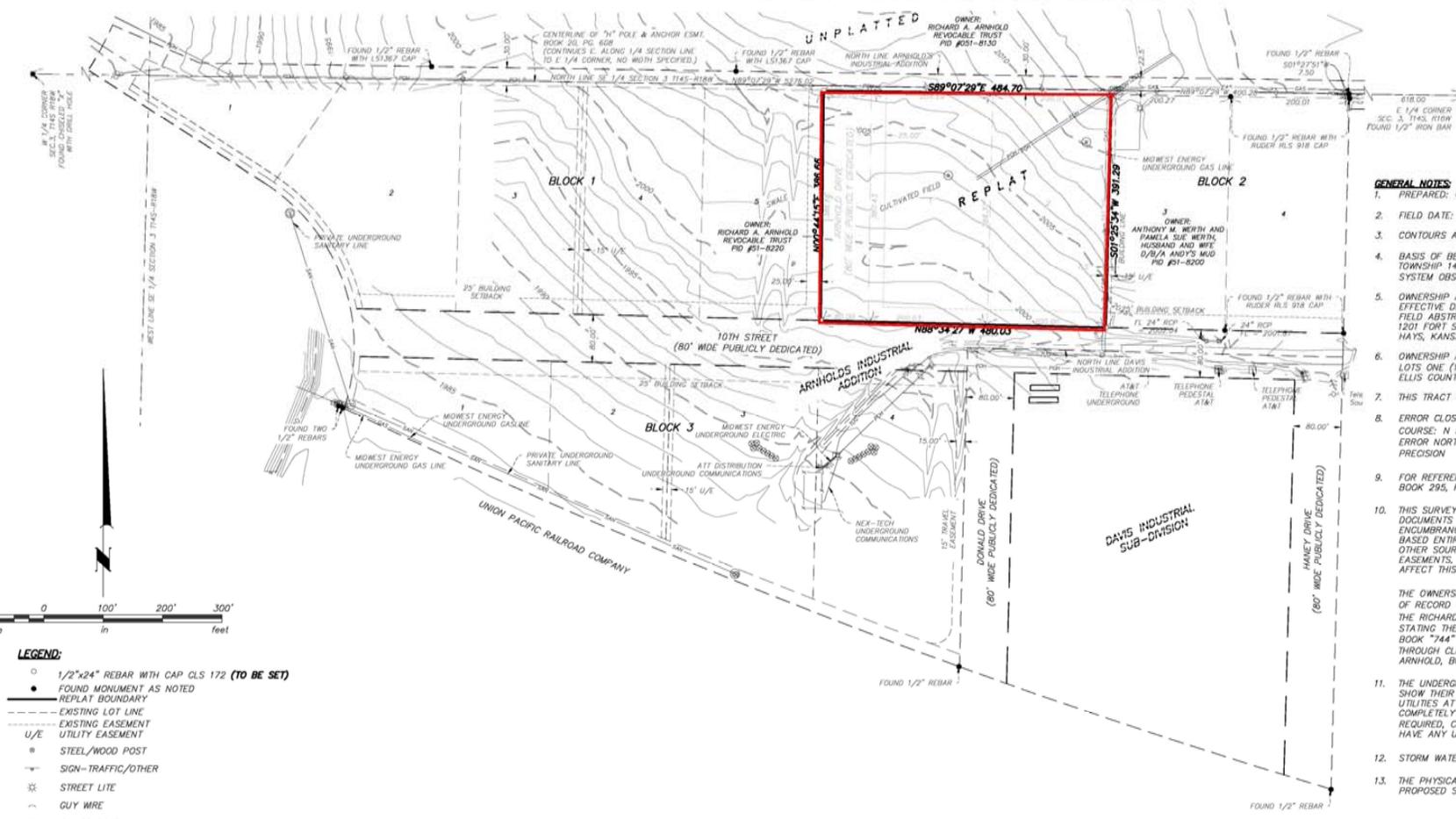
2130

PRELIMINARY PLAT

A REPLAT OF ALL OF LOTS 1 AND 2, BLOCK 2 AND ARNHOLD DRIVE OF ARNHOLD'S INDUSTRIAL ADDITION SE 1/4 SECTION 3 T14S-R18W 6TH PM HAYS, ELLIS COUNTY, KANSAS



VICINITY MAP
SECTION 3-T14S-R18W
(NOT TO SCALE)



- GENERAL NOTES**
1. PREPARED: 09/03/2015
 2. FIELD DATE: 05/18/2015
 3. CONTOURS ARE SHOWN AT 1 FOOT INTERVALS.
 4. BASIS OF BEARINGS: NORTH 89° 03' 29" WEST ALONG THE NORTH LINE OF THE SOUTHEAST CORNER OF TOWNSHIP 14 SOUTH RANGE 18 WEST OF THE 5TH PRINCIPAL MERIDIAN AS DETERMINED BY GROUND SYSTEM OBSERVATIONS AND REFERENCED TO THE KANSAS STATE PLANE COORDINATE SYSTEM.
 5. OWNERSHIP AND ENCUMBRANCE REPORT: TRACT #12 EFFECTIVE DATE: SEPTEMBER 15TH, 2014 AT 8:00 AM FIELD ABSTRACT AND TITLE LLC 1201 FORT SINECK, P.O. BOX 129 HAYS, KANSAS 67601
 6. OWNERSHIP AND ENCUMBRANCE REPORT DESCRIPTION: LOTS ONE (1) AND TWO (2), BLOCK TWO (2), ARNHOLD'S INDUSTRIAL ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS.
 7. THIS TRACT CONTAINS 187,623.95 SQUARE FEET OR 4.31 ACRES, MORE OR LESS.
 8. ERROR CLOSURE: 0.00077249
COURSE: N 50°00'04" E
ERROR NORTH: 0.000496533 EAST: 0.000591771
PRECISION 1: 2255934.705
 9. FOR REFERENCE: THE PLAT OF "ARNHOLD'S INDUSTRIAL ADDITION" RECORDED SEPTEMBER 20TH, BOOK 295, PAGE 667.
 10. THIS SURVEYOR HAS MADE NO SEARCH AT THE COUNTY REGISTER OF DEEDS OFFICE OR SEARCH DOCUMENTS FOR EASEMENTS, VACATIONS, RIGHT-OF-WAY ACQUISITIONS, CONDEMNATIONS, EASEMENTS, ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY, THE AFOREMENTIONED ITEMS SHOWN HEREIN ARE BASED ENTIRELY UPON THE OWNERSHIP AND ENCUMBRANCE REPORT CITED ABOVE, DOCUMENTS, OTHER SOURCES, OR OTHER INFORMATION THAT PROMPTED A SPECIFIC SEARCH FOR SUCH ITEMS. EASEMENTS, VACATIONS, RIGHT-OF-WAY ACQUISITIONS, CONDEMNATIONS, COURT DECREES OR OTHER ITEMS THAT MAY AFFECT THIS PROPERTY THEIR EXISTENCE IS UNKNOWN TO THIS SURVEYOR AND ARE THEREFORE NOT SHOWN.
 11. THE OWNERSHIP AND ENCUMBRANCE REPORT CITED ABOVE STATES "THE LAST DEED CONVEYANCE OF RECORD COVERING THE ABOVE DESCRIBED REAL ESTATE VESTS TITLE IN: RICHARD A. ARNHOLD THE RICHARD A. ARNHOLD REVOCABLE TRUST, DATED MARCH 8, 2007" AND CONTAINS AN ABSTRACT STATING THE FOLLOWING: "A CERTIFICATE OF DEATH WAS FILED ON RICHARD A. ARNHOLD ON A BOOK 744" OF RECORDS AT PAGE 279. DATE OF DEATH WAS MAY 28TH, 2010. THROUGH CLIENT RELATIONS, THIS SURVEYOR BELIEVES THE CURRENT OWNER OF SUBJECT PARCEL IS RICHARD A. ARNHOLD, BUT NO CURRENT DEED SHOWING CHAIN OF TITLE HAS BEEN PROVIDED FOR VERIFICATION."
 12. THE UNDERGROUND UTILITIES SHOWN HEREON ARE REPRESENTATIONAL ONLY AND ARE IN NO WAY TO BE CONSTRUED AS A COMPLETE LIST OF ALL UTILITIES AT THIS LOCATION. THE EXACT LOCATION OF UNDERGROUND UTILITIES CANNOT BE COMPLETELY AND RELIABLY DETERMINED WITHOUT EXCAVATION. WHERE ADDITIONAL OR MORE DATA IS REQUIRED, CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. IT IS THE EXCAVATOR'S RESPONSIBILITY TO MARK ANY UTILITIES BEFORE DIGGING.
 13. STORM WATER PREVENTION PLAN TO BE SUBMITTED SEPARATELY BY THE DEVELOPER'S ENGINEER.
 14. THE PHYSICAL PURPOSE FOR THIS PRELIMINARY PLAT IS FOR AN ELECTRICAL SUBSTATION. THE PROPOSED SEWAGE OR WATER UTILITIES CURRENTLY PLANNED FOR THIS SITE.

- LEGEND:**
- 1/2"x24" REBAR WITH CAP CLS 172 (TO BE SET)
 - FOUND MONUMENT AS NOTED
 - REPLAT BOUNDARY
 - EXISTING LOT LINE
 - - - EXISTING EASEMENT
 - U/E UTILITY EASEMENT
 - STEEL/WOOD POST
 - SIGN-TRAFFIC/OTHER
 - ✕ STREET LITE
 - GUY WIRE
 - POWER POLE
 - ⊙ SANITARY MANHOLE
 - ⊙ SEWER CLEANOUT
 - ⊙ FLARED END SECTION
 - ⊙ TELEPHONE BOX
 - ⊙ TELEPHONE MANHOLE
 - ⊙ HAND HOLE
 - ⊙ GATE VALVE
 - ⊙ WATER METER
 - ⊙ WELL
 - ⊙ GAS METER
 - GAS LINE
 - POWER OVERHEAD
 - POWER UNDERGROUND
 - SANITARY SEWER
 - TELEPHONE UNDERGROUND

REPLAT DESCRIPTION:
ALL OF LOTS 1, 2, BLOCK 2 AND ARNHOLD DRIVE, 80 FEET WIDE, ACCORDING TO THE PLAT OF ARNHOLD'S INDUSTRIAL ADDITION, RECORDED SEPTEMBER 29, 1979 IN BOOK 295 AT PAGE 667, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 14 SOUTH, RANGE 18 WEST IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS BEING BOUNDED ON THE EAST BY THE WEST LINE OF LOT 3 BLOCK 2, BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 10TH STREET, BOUNDED ON THE WEST BY THE EAST LINE OF LOT 5 BLOCK 1, AND BOUNDED ON THE NORTH BY A LINE BEING 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF ARNHOLD'S INDUSTRIAL ADDITION. SAID TRACT CONTAINS 187,623.95 SQUARE FEET OR 4.31 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

SURVEYOR: Westwood
DEVELOPER: MIDWEST ENERGY INC.
 1,330 CANTERBURY DRIVE
 HAYS, KS 67601
 785-625-1432
OWNER: BRUCE ARNOLD
 1600 EAST 13TH STREET
 HAYS, KS 67601-2601

UNPLATTED

FOUND 1/2" REBAR WITH LS1367 CAP

NORTH LINE ARNHOLD'S INDUSTRIAL ADDITION

N89°07'29"W 5276.02

S89°07'29"E 484.70

N89°07'29"W 40

N00°44'15"E 386.66

ARNHOLD DRIVE
(80' WIDE PUBLICLY DEDICATED)

REPLAT

S01°25'34"W 391.29

BLOCK 2

25.00'

7.5'

15' U/E

25' BUILDING SETBACK

OTH STREET
(PUBLICLY DEDICATED)

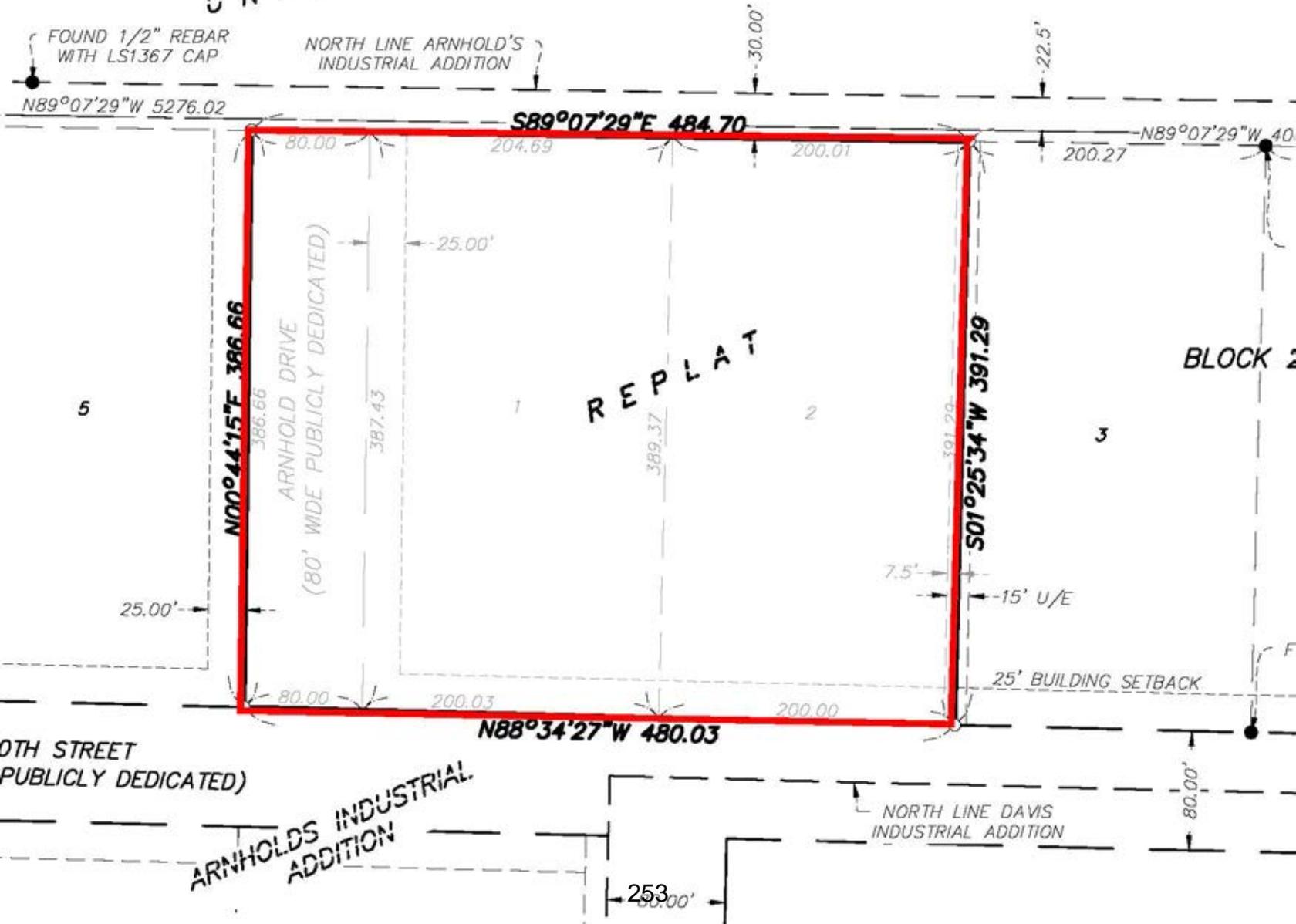
N88°34'27"W 480.03

NORTH LINE DAVIS
INDUSTRIAL ADDITION

ARNHOLDS INDUSTRIAL
ADDITION

253

80.00'



RESOLUTION NO. 2015-022

GOVERNING BODY OF THE CITY OF HAYS, KANSAS, TO THE PUBLIC:

WHEREAS, Midwest Energy Inc., acting on behalf of Bruce A. Arnhold, Trustee of the Richard A Arnhold Rev. Trust, have presented to the Governing Body of the City of Hays, Kansas, a certain replat of LOTS 1 AND 2, BLOCK 2 AND ARNHOLD DRIVE OF ARNHOLD'S INDUSTRIAL ADDITION, situated outside the corporate limits of the City of Hays, Kansas, being lots and streets comprising the following described real estate, to-wit:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 14 SOUTH, RANGE 18 WEST, OF THE 6TH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

LOTS 1 AND 2, BLOCK 2, AND ARNHOLD DRIVE OF THE ARNHOLD INDUSTRIAL ADDITION, with said tract containing 4.31 acres,

to be known as the REPLAT OF LOTS 1 AND 2, BLOCK 2 AND ARNHOLD DRIVE OF ARNHOLD'S INDUSTRIAL ADDITION to the City of Hays, Kansas; and,

WHEREAS, the said plat has been examined and considered by the Hays Area Planning Commission of the City of Hays, Kansas; and,

WHEREAS, the City Attorney of the City of Hays, Kansas, has found that the proposed plat conforms to the requirements of the statutes in such matters made and provided;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, that the City of Hays, Kansas, hereby approves the REPLAT OF LOTS 1 AND 2, BLOCK 2 AND ARNHOLD DRIVE OF ARNHOLD'S INDUSTRIAL ADDITION, to the City of Hays, Kansas, and the City Clerk is instructed to endorse such approval on said plat.

Passed and adopted by the Governing Body of the City of Hays, Kansas, this 22nd day of October, 2015.

Eber Phelps - Mayor

ATTEST:

BY _____
Brenda Kitchen - City Clerk

(SEAL)

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 14

MEETING DATE: 10-22-15

TOPIC:

Rezoning of Lots 15 and 17, Block 6, HP Wilson Addition (C-O to C-2) – 117 E 7th

ACTION REQUESTED:

Approve Ordinance No. 3906 rezoning the property of 117 E 7th (Lots 15 and 17, Block 6, HP Wilson Addition) from C-O to C-2.

NARRATIVE:

The owner of 117 E 7th St. (Lots 15 and 17, Block 6, HP Wilson Addition) has submitted a request to rezone the property from C-O (Office and Institution District) to C-2 (General Commercial and Service District). A public hearing was conducted on September 15, 2015 at the regular meeting of the Planning Commission and it was recommended by a vote of 8-0 that the rezoning be approved. The zoning change from C-O to C-2 would allow the owners to use the property for other commercial ventures that are not currently allowed in the C-O district, which would hopefully allow for increased profit off of the property. The applicant is asked to not be specific as to the exact use to prevent a biased decision from being made. All of the uses allowed in C-2 must be taken into consideration. Staff, as well as the Planning Commission, recommends approving an ordinance rezoning Lots 15 and 17, Block 6, HP Wilson Addition (117 E 7th) from C-O (Office and Institution District) to C-2 (General Commercial and Service District).

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends approving this rezoning request as submitted.

COMMITTEE RECOMMENDATION(S):

By a vote of 8-0, the Planning Commission recommends the rezoning as submitted.

ATTACHMENTS:

Staff Memo
Maps
Ordinance No. 3906
Planning Commission Findings of Fact

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: October 15, 2015

Subject: Rezoning of Lots 15 and 17, Block 6, HP Wilson Addition (C-O to C-2) – 117 E 7th

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

The owner of 117 E 7th St. (Lots 15 and 17, Block 6, HP Wilson Addition) has submitted a request to rezone the property from C-O (Office and Institution District) to C-2 (General Commercial and Service District). A public hearing was conducted on September 15, 2015 at the regular meeting of the Planning Commission and it was recommended by a vote of 8-0 that the rezoning be approved. The zoning change from C-O to C-2 would allow the owners to use the property for other commercial ventures that are not currently allowed in the C-O district, which would hopefully allow for increased profit off of the property. The applicant is asked to not be specific as to the exact use to prevent a biased decision from being made. All of the uses allowed in C-2 must be taken into consideration. Staff, as well as the Planning Commission, recommends approving an ordinance rezoning Lots 15 and 17, Block 6, HP Wilson Addition (117 E 7th) from C-0 (Office and Institution District) to C-2 (General Commercial and Service District).

Background

The subject property abuts existing Commercial (C-2) zoning, Central Business District (C-3) zoning, and Multi-family (R-4) zoning making it quite conducive to a wide variety of various zoning districts and uses. The R-4 zoning is the least compatible of those in the area. The plan for redevelopment/infill development on this site is encouraged by staff as well as the Comprehensive Plan and follows the Strong Towns concept.

Discussion

The owner of 117 E 7th St. (Lots 15 and 17, Block 6, HP Wilson Addition) has submitted a request to rezone the property from C-O (Office and Institution District) to C-2 (General Commercial and Service District).

The zoning change from C-O to C-2 would allow the owners to use the property for other commercial ventures that are not currently allowed in the C-O district, which would hopefully allow for increased profit off of the property. The applicant is asked to not be specific as to the exact use to prevent a biased decision from being made. All of the uses allowed in C-2 must be taken into consideration.

A public hearing was conducted on September 21, 2015 at the regular meeting of the Planning Commission. All property owners within 200 feet of the subject property were notified of the public hearing. No public comments were presented at the hearing.

The subject property, as well as surrounding properties, is designated as “Downtown” on the Future Land Use Map and Comprehensive Plan. This area, per the Comprehensive Plan, is designated for mixed uses, primarily including commercial, office, and upper level residential.

The item was approved by a vote of 8-0 and a favorable recommendation was made by the Planning Commission to the City Commission to approve the rezoning, primarily due to the existing uses and zoning of the surrounding properties.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City staff.

Financial Consideration

None identified at this time.

Options

The City Commission has the following options:

- Approve the rezoning request from C-O to C-2 as recommended by the Planning Commission and City staff
- Send the request back to the Planning Commission for further consideration with specific basis for further review
- Deny the rezoning request from C-O to C-2 (Requires a 2/3 majority vote to overturn the P.C. recommendation)

Recommendation

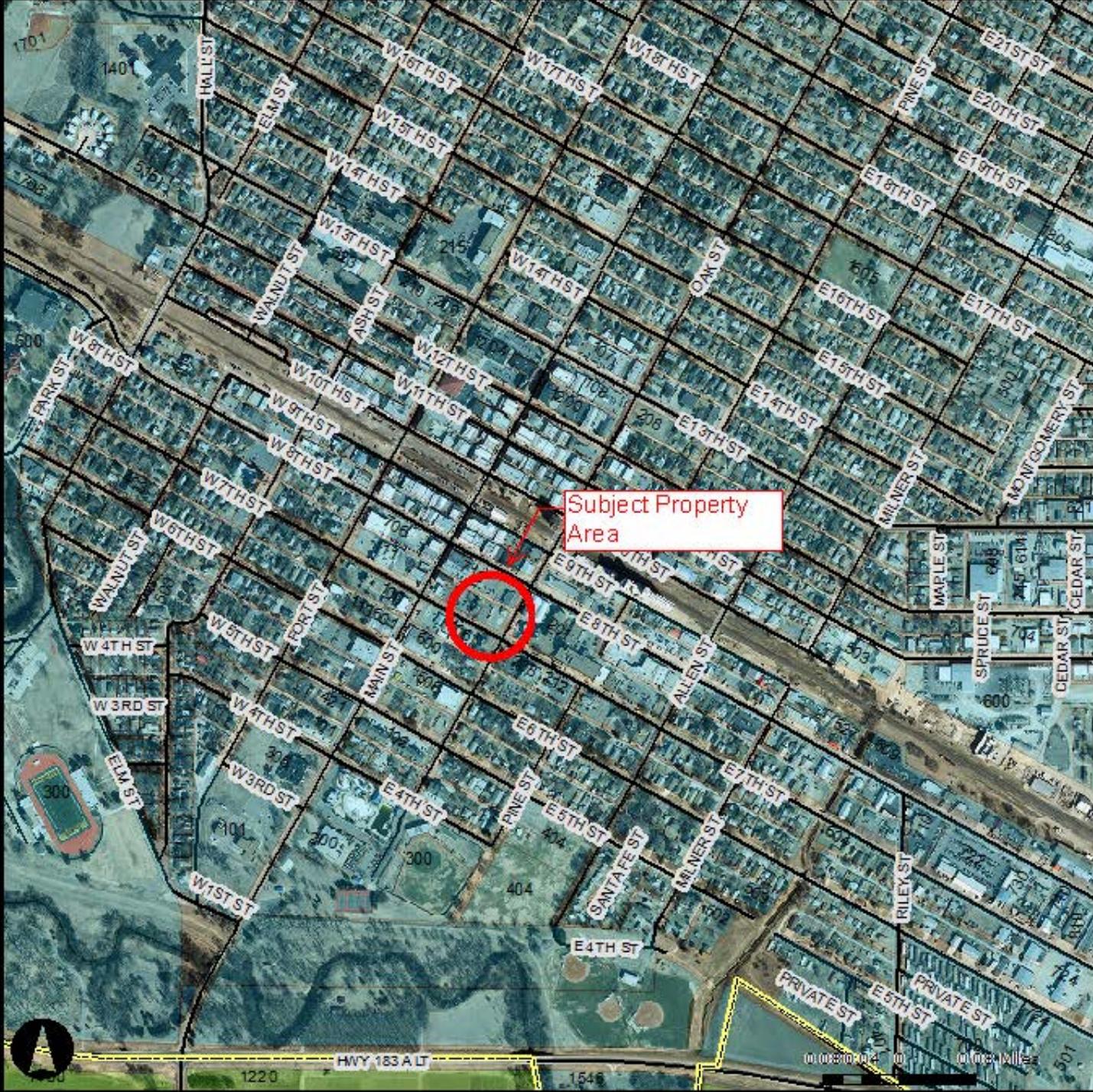
Staff, as well as the Planning Commission, recommends approving this rezoning request from C-O to C-2 as submitted to encourage redevelopment of this property and allow for more commercial uses than those allowed in the C-O district.

Action Requested

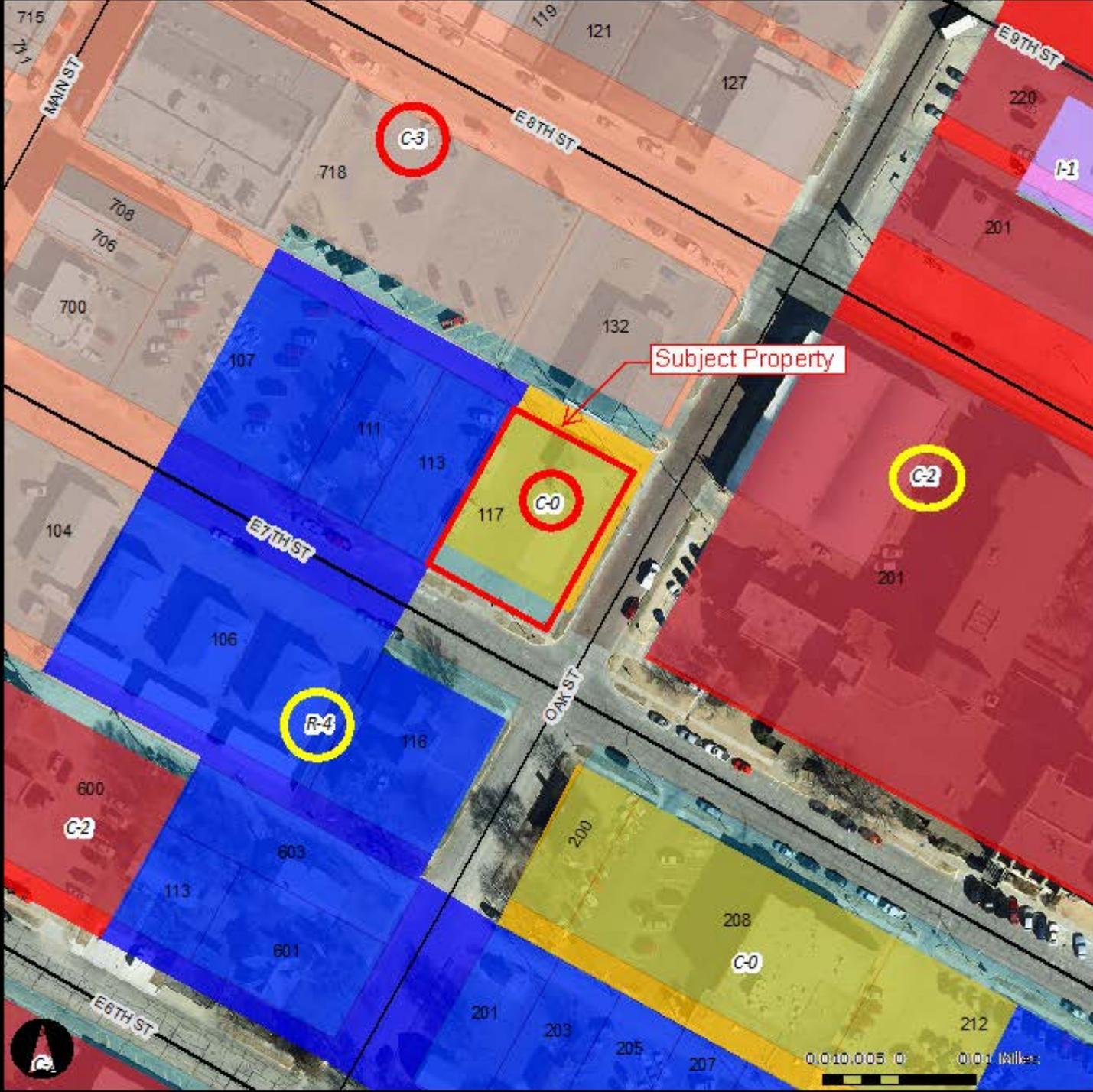
Approve an ordinance rezoning the property of 117 E 7th (Lots 15 and 17, Block 6, HP Wilson Addition) from C-O to C-2.

Supporting Documentation

Map(s)
Planning Commission Findings of Fact
Ordinance







ORDINANCE NO. 3906

AN ORDINANCE REZONING A TRACT OF LAND SITUATED IN SECTION FOUR (4), TOWNSHIP FOURTEEN (14) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6TH P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS FIFTEEN (15) AND SEVENTEEN (17), BLOCK SIX (6) OF THE HP WILSON ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS, OTHERWISE KNOWN AS 117 E 7TH,

FROM "C-O" OFFICE AND INSTITUTION DISTRICT TO "C-2" GENERAL COMMERCIAL AND SERVICE DISTRICT.

WHEREAS, the Hays Area Planning Commission, after due and legal notice published in the Hays Daily News, the official city newspaper, on August 23, 2015, and after a public hearing held in conformity with such notice on September 21, 2015, did, on the last mentioned date, recommend to the Governing Body of the City of Hays, Kansas, the re-zoning of the following-described real estate:

THAT PART OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6TH P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS FIFTEEN (15) AND SEVENTEEN (17), BLOCK SIX (6) OF THE HP WILSON ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS, OTHERWISE KNOWN AS 117 E 7TH,

from "C-O" OFFICE AND INSTITUTION DISTRICT TO "C-2" GENERAL COMMERCIAL AND SERVICE DISTRICT;

WHEREAS, upon due consideration, it appears that the best interests of the City of Hays, Kansas, will be subserved by the following recommendation of the Hays Area Planning Commission,

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

Section 1. That the following-described real estate, to-wit:

THAT PART OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6TH P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS FIFTEEN (15) AND SEVENTEEN (17), BLOCK SIX (6) OF THE HP WILSON ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS, OTHERWISE KNOWN AS 117 E 7TH,

be rezoned from "C-O" OFFICE AND INSTITUTION DISTRICT TO "C-2"
GENERAL COMMERCIAL AND SERVICE DISTRICT.

Section 2. This ordinance shall take effect upon its publication in the Hays
Daily News, the official city newspaper.

PASSED by the Governing Body on the 22nd day of October, 2015.

Eber Phelps, Mayor

ATTEST:

Brenda Kitchen, City Clerk

(SEAL)

PLANNING COMMISSION FINDING OF FACT

1. CASE NO.: **15-03Z** FILING FEE PAID: **\$140.00**
 2. DATE FILED: **07/23/2015**
 3. DATE ADVERTISED FOR HEARING: **08/23/2015**
 4. PUBLIC HEARING DATE: **09/21/2015**
 5. APPLICANT'S NAME: **HADLEY REDEVELOPMENT LLC**
 6. LOCATION OF PROPERTY: **117 E. 7TH Street**
 7. DESCRIPTION OF PROPERTY: **Lots 15 & 17, Block 6, H P Wilson Addition.**
 8. PRESENT USE OF PROPERTY: **Commercial Use**
 9. PRESENT ZONING: **"C-O"** REQUESTED ZONING: **"C-2"**
-

1. CHARACTER OF THE NEIGHBORHOOD:
DIRECTION

NORTH: **Commercial/Service**

SOUTH: **Multi-Family**

EAST: **Commercial/Service**

WEST: **Multi-family/Commercial/Service**

2. THE ZONING OF SURROUNDING PROPERTY:
DIRECTION

NORTH: **"C-3" Central Business District**

SOUTH: **"R-4" Multiple Family Dwelling District**

EAST: **"C-O" Office & Institution District & "C-2" General Commercial & Service District**

WEST: **"R-4" Multi-Family Dwelling District**

3. **CONSIDERATION OF THE RECOMMENDATIONS OF PERMANENT PROFESSIONAL STAFF:** The property abuts existing Commercial (C-2) zoning, Central Business District (C-3) zoning, and Multi-family (R-4) zoning making it quite conducive to a wide variety of various zoning districts and uses. The subject property, as well as surrounding properties, is designated as "Downtown" on the Future Land Use Map and Comprehensive Plan. This area, per the Comprehensive Plan, is designated for mixed uses, primarily including commercial, office, and upper level residential.

4. **DEDICATION OR RESERVATION NEEDED FOR:**
 1. DRAINAGE: **N/A**
 2. STREETS: **N/A**
 3. UTILITY EASEMENTS:
 - a. ELECTRICITY: **Existing**
 - b. GAS: **Existing**
 - c. SEWERS: **Existing**
 - d. WATER: **Existing**
 4. SHOULD PLATTING BE REQUIRED: **Property is platted**
 - A. **TRAFFIC CONDITIONS:**
 1. CLASSIFICATION OF STREET ON WHICH PROPERTY FRONTS: **Local**
 2. RIGHT-OF-WAY WIDTH: **60' ROW**
 3. SIGHT DISTANCE: **OK**
 4. TURNING MOVEMENTS: **OK**
 5. COMMENTS ON TRAFFIC: **Local**

4. **THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:** **The existing zoning is suitable for the property, however, expanding to a broader zoning district, such as the proposed "C-2" designation, will allow for an expanse of uses above and beyond what is currently allowed while still keeping the area compatible with the surrounding areas.**

5. **THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:** **Changing the zoning classification from "C-O" Office and Institution District to "C-2" General Commercial and Service District should detrimentally affect on nearby properties.**

6. **THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:** **The property is not vacant. The property has been in its current zoning status since April, 1995.**

7. **THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE NEIGHBORING PROPERTY, AS**

COMPARED TO THE HARDSHIP IMPOSED ON THE INDIVIDUAL LANDOWNER: The proposed rezoning presents more options for the use of the property, therefore expanding the possibilities of the owner to utilize the property for a wider variety of uses. The limited number of uses allowed currently may be considered a hardship to the owner and may outweigh any possible (but unlikely) destruction of value of neighboring properties.

8. THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY: The subject property, as well as surrounding properties, is designated as "Downtown" on the Future Land Use Map and Comprehensive Plan. This area, per the Comprehensive Plan, is designated for mixed uses, primarily including commercial, office, and upper level residential.

The request for the "C-2" Commercial And Service District zoning classification does blend with the overall scheme of the surrounding properties and does meet the intent of the master plan.

With the "C-O" designation being primarily for office/medical uses, and since this regional area changed from a primary hospital/medical use to general commercial and service uses, there was a need to expand the zoning to allow for more uses.

Based on these considerations, Staff does recommend the change of zoning from "C-O" Office and Institution District to "C-2" General Commercial & Service District Zoning Classification.

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 15

MEETING DATE: 10-22-15

TOPIC:

Transitioning to November Elections

ACTION REQUESTED:

- A) Consider approving Ordinance No. 3907 amending Chapter 2 of the City of Hays, Kansas, Municipal Code, by modifying Article II, Section 2-22, regarding organization of Commissioners.
- B) Consider approving Ordinance No. 3908 establishing the number of qualified electors that must sign a nomination petition pursuant to 2015 Session Laws of Kansas, Vol. 2, Chapter 88, Section 53(b).
- C) Consider approving Ordinance No. 3909 affirming the City Manager form of Government and transitioning the terms of office for Commissioners to the November election cycle established by L. 2015, Chapter 88 (H.B. 2014).

NARRATIVE:

During the legislative session of 2015, the Kansas Legislature passed HB 2104 (the "Act") which moved City elections from April of odd years to November of odd years. The Act also contains many provisions relating to elections of City officials including those relating to the election date, the beginning of the term of office for newly elected Commissioners, filing deadlines and primaries. Included are several recommendations to the Governing Body in order for the City to comply with provisions of the Act.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

John T. Bird, City Attorney
Todd Powell, Assistant City Attorney

ADMINISTRATION RECOMMENDATION:

N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Ordinance No. 3907
Ordinance No. 3908
Ordinance No. 3909

Commission Work Session Agenda

Memo

From: Todd D. Powell, Assistant City Attorney

Work Session: October 15, 2015

Subject: Transitioning to November Elections

Person(s) Responsible: City Attorney

Summary

During the legislative session of 2015, the Kansas Legislature passed HB 2104 (the “Act”) which moved City elections from April of odd years to November of odd years. The Act also contains many provisions relating to elections of City officials including those relating to the election date, the beginning of the term of office for newly elected Commissioners, filing deadlines and primaries. This memo contains several recommendations to the Governing Body in order for the City to comply with provisions of the Act.

Background

For one hundred and fifty four years, spring elections have been conducted for officials of cities and municipalities in Kansas. In 2015, the Kansas Legislature passed a set of new statutory provisions and revisions to existing statutes which moves non-partisan City elections from April to November.

Discussion

The Act contains provisions relating to several election-related topics. Those pertinent to the City of Hays and for which consideration of some action is required are outlined herein.

1. Terms of Office. Terms of office must now begin on the second Monday in January following certification of the November election. This changes the previous statutory language from having a term of office that begins at the first regular meeting of the Governing Body following certification of the election results after April elections. This change will require the City of Hays to create an additional regular meeting on the second Monday in January in order to allow newly-elected officials to take their oaths of office on the day that their terms begin, or to call a special meeting on that date for the specific purpose of allowing newly-elected officials to take their seats. In order to cause the least amount of change possible, staff recommends calling a special meeting for the second Monday in January following certification of a November election.

Additionally, this change will require a change to an existing ordinance. Specifically, Section 2-22 – Organization of Commissioners, states that, “At the first regular meeting

in April of each year, the commissioners shall, by ballot, by majority vote of all the members of the commission, elect one of its members as chair and one of its members to act as vice-chair and to serve as the chair in the absence of the chair.” Staff recommends that this Section 2-22 be changed to reflect the November election cycle and the term of newly-elected commissioners beginning on the second Monday in January following the November election. A proposed ordinance to this effect is attached hereto as Attachment 1.

The City passed a Charter Ordinance, Charter Ordinance No. 3, in 1968 relating to the number of commissioners constituting the Hays City Commission and providing for the staggering of the terms of such commissioners. The Ordinance also addresses how terms of office are determined between two and four year terms. This Charter Ordinance does not refer to any election date or any specific time frame by which the new commissioners take office, and therefore staff does not recommend any changes to this Charter Ordinance in light of the Act.

2. Transitioning of Current Office Holders’ Terms to the New Election Cycle. The Act provides that terms that would have ended in April 2017 will now end in January 2018, when the officials elected in the November 2017 General Election take office. The Act does not provide any guidance for city officials whose terms would end in April 2019. For terms ending in 2017 and 2019, the City can either pass an ordinance extending the terms of any commissioner elected to a four year term in April 2015, until January 2018, or January 2020, as the case may be, or the City can take no action and the officials will continue in office until the term commences for the next person elected to that office. Although there should be no legal issue with commissioners elected to office in April 2015 serving until January 2018 or 2020, depending on the length of their term, staff recommends that the City adopt an ordinance extending the terms of commissioners elected to a two year term in April 2015 to January of 2018 and the terms of commissioners elected to a four year term in April 2015 to January 2020, and a draft ordinance to this effect is attached hereto as Attachment 2.
3. City Manager Form of Government. The Legislature repealed what was commonly known as the City Manager Plan Act (CMPA), which more than sixty Kansas cities, including Hays, have used to adopt the City Manager form of government. The Kansas League of Municipalities sought and received an amendment recodifying core parts of the CMPA and retaining the continued operation of the Act for those cities that have adopted it. The amended legislation establishes that cities shall continue to operate under the current form of government unless or until changed “according to law”. Although it does not appear that any affirmative action is required to be taken by the Governing Body in order to maintain the City Manager form of government, staff recommends out of prudence that the Governing Body adopt an ordinance reaffirming the City Manager form of government. This language is included in the proposed ordinance in section 1 of Attachment 2. This draft ordinance also affirms that the City will continue to follow statutes relating to the class and form of government for any issues not preempted by changes to the CMPA, or altered by ordinance passed by a majority vote of the Governing Body.

4. Partisan Elections. The Act gives cities the option to continue to conduct city elections in either non-partisan fashion, or to change to partisan city elections. If this change were to be made, the laws applicable to elections occurring at the same time as city elections would then apply to city elections to the extent that they are not in conflict with the provisions of the Act. If the Governing Body decides to change to partisan city elections, the adoption of an ordinary ordinance would be required. Federal employees and active duty military officers are prohibited by federal law from running for partisan office. As staff considers this issue to be a policy decision within the province of the Governing Body, staff makes no recommendation as to whether City elections should remain non-partisan or be changed to partisan. Staff stands ready to assist with the management of legal issues and election procedure changes that would result from changing to a partisan election process.
5. Filing Deadlines and Requirements. The new filing date for candidates for city office is June 1st by 12:00 p.m. prior to the election, or if such date falls on a Saturday, Sunday or holiday, then the filing date is before 12:00 p.m. on the next following day that is not a Saturday, Sunday, or holiday. Primary elections, if required, shall be held on the first Tuesday in August.

Additionally, City clerks must now inform the county election officer of all city offices to be voted on at the next election no later than May 1st of every year that the city has an election.

Furthermore, the filing fee for city office is now \$20.00 for all cities. Candidates for city office are no longer allowed to file through the City clerk's office and all candidate filings must be made through the County Election office – the County Clerk.

Finally, the Act requires cities to establish by ordinance the number of qualified electors of the city that must sign a nomination petition, in lieu of paying the filing fee. Staff recommends that the City establish an ordinance setting forth the number of qualified electors of the City and that the number be set low to encourage potential candidates to file. Currently the number is 50 qualified electors of the city or a number of electors not less than 1% of the ballots cast in the last general city election, whichever is less. A draft ordinance incorporating this current threshold is attached as Attachment 3.

6. Governing Body Vacancies. Where a vacancy in any seat on the Commission exists, the Governing Body of any municipality shall appoint by a majority vote of the remaining members a person to fill the vacancy within sixty days of the vacancy. If the appointment is not made within the sixty day timeframe, the Governing Body shall pass a resolution calling for a special election to fill such vacancy, to be held within forty-five days of the passage of such resolution.

These provisions shall not apply to any municipality which has a procedure for filling vacancies in its Governing Body and which has filled such vacancies within sixty days of the vacancy. Therefore, cities can establish their own rules for filling vacancies by majority vote of the Governing Body. No action is recommended to be taken by the

Governing Body at this time regarding the filling of vacancies, unless the Governing Body wishes to make alternative provisions for the filling of vacancies.

7. Appointments and Statement of Substantial Interests Deadlines. In light of terms of office beginning in January rather than April, appointments to city boards and commissions that are tied to the beginning of commissioners' terms should be changed to coincide with the new effective date of terms of office under the Act. However, as it is practice of the City of Hays to make appointments at various times during the year, it would not appear that any specific change to the time for appointment of terms would be required, and staff does not make any recommendation to the Governing Body in this regard.

Another issue, however, is the time frame for filing the statement of substantial interests. K.S.A. 75-4302a requires that statements of substantial interests be filed:

- By an individual appointed on or before April 30 of any year to fill a vacancy in an elective office of a governmental subdivision, between April 15 and April 30, inclusive, of that year.
- By an individual appointed after April 30 of any year to fill a vacancy in an elective office of a governmental subdivision, within 15 days after the appointment.
- By any individual holding an elective office of a governmental subdivision, between April 15 and April 30, inclusive, of any year if, during the preceding calendar year, any change occurred in the individual's substantial interests.

These dates continue in effect even though they no longer correspond with municipal election dates. Staff understands that the Kansas League of Municipalities is considering legislation to amend the dates in this statute, and therefore no action is recommended by the Governing Body with regard to statements of substantial interest.

Legal Considerations

There are no known legal obstacles to proceeding as recommended by City staff.

Financial Consideration

The fiscal impact of the changes made by HB 2104 is unknown at this time although it is anticipated that there may be some minimal financial impact as a result of the changes contained in the Act.

Options

The City Commission has the option to:

- Adopt all recommendations of City staff herein and the proposed ordinances that would implement such recommendations.
- Adopt some of the recommendations of City staff herein but not adopt the other recommendations of the City staff. If this option is selected staff recommends

that the three ordinances proposed herein be adopted to comply with provisions of the Act.

- Decide the policy issue of partisan vs. non-partisan elections.
- Give staff other direction.

Recommendations

Staff recommends that the Governing Body adopt the ordinances proposed as Attachments 1-3 and otherwise proceed as indicated herein.

Action Requested

See Recommendations.

Supporting Documentation

Draft Ordinances

ORDINANCE NO. 3907

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY OF HAYS, KANSAS, MUNICIPAL CODE, BY MODIFYING ARTICLE II, SECTION 2-22, REGARDING ORGANIZATION OF COMMISSIONERS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

Section 1. Chapter 2, Article II, Section 2-22, of the City of Hays, Kansas Municipal Code is hereby amended to read:

“Section 2-22 – Organization of Commissioners.

At a special meeting called on the second Monday in January of each year, or at the first regular meeting following the second Monday in January of each year, the Commissioners shall, by ballot, by a majority vote of all the members of the commission, elect one of its members as chair and one of its members to act as vice-chair and to serve as the chair in the absence of the chair. In case either the chair or vice-chair is not chosen at such regular meeting, the commissioners may, at their option, continue to ballot for such officers at any adjourned or subsequent regular meeting.”

Section 2. This ordinance shall take effect and be in force from and after its passage and publication in the *Hays Daily News*, the official City newspaper.

PASSED by the Commission this 22nd day of October, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(SEAL)

ORDINANCE NO. 3908

AN ORDINANCE ESTABLISHING THE NUMBER OF QUALIFIED ELECTORS THAT MUST SIGN A NOMINATION PETITION PURSUANT TO 2015 SESSION LAWS OF KANSAS, VOL. 2, CHAPTER 88, SECTION 53(b).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

- Section 1.** Any person desiring to become a candidate for city office elected at large shall file with the county election officer, before the filing deadline, established in K.S.A. 25-205, and amendments thereto, a declaration of candidacy on a form furnished by the county election officer as specified by the secretary of state. The nomination petition must be signed by 50 qualified electors or one percent (1%) of the qualified electors of the City of Hays, whichever is less.
- Section 2.** This ordinance shall take effect and be in full force and effect immediately following its adoption and publication as provided by law.

PASSED by the Commission the 22nd day of October, 2015.

EBER PHELPS
Mayor

Attest:

BRENDA KITCHEN
City Clerk

[Seal]

ORDINANCE NO. 3909

**AN ORDINANCE AFFIRMING THE CITY MANAGER
FORM OF GOVERNMENT AND TRANSITIONING THE
TERMS OF OFFICE FOR COMMISSIONERS TO THE
NOVEMBER ELECTION CYCLE ESTABLISHED BY
L.2015, CHAPTER 88 (H.B.2014).**

WHEREAS, the City of Hays, Kansas, has adopted the Commission-Manager form of government; and

WHEREAS, the Kansas Legislature passed L. 2015, ch. 88 (H.B. 2104), which amended and transferred the statutory provisions for the Commissioner-Manager form of government, and L. 2015, ch. 88, sec. 8(a) states that a city shall continue to operate under its current form of government, if established at an election, until such time that the city's form of government is changed; and

WHEREAS, the statutory provisions for the Commission-Manager form of government have been recodified in L. 2015, ch. 88, sec. 11; and

WHEREAS, L. 2015, ch. 88, sec. 8(b) states that all existing ordinances and charter ordinances relating to a city's form of government shall remain in effect until amended or repealed by such city.

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

Section 1. The City of Hays, Kansas, continues to operate under the Commissioner-Manager form of government and pursuant to all statutes relating to its class and form of government, as amended by existing or future ordinances and charter ordinances.

Section 2. Those governing body positions with terms that would have expired in April 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. Those governing body positions with terms that would have expired in April 2019, shall expire on the second Monday in January of 2020, when the city officials elected in the November 2019 general election take office.

Section 3. General elections shall take place on the Tuesday succeeding the first Monday in November 2017, and succeeding elections will be held every two (2) years for all such governing body positions whose terms have expired. The Governing Body shall consist of five Commissioners to be elected to terms as set forth herein and

in accordance with Charter Ordinance 3 of the City of Hays. The Commissioners shall be residents and qualified electors of the City of Hays, Kansas.

Section 4. This ordinance shall take effect and be in force from and after its passage and publication in the *Hays Daily News*, the official City newspaper.

PASSED by the Commission on this 22nd day of October, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(SEAL)