

CITY OF HAYS COMMISSION MEETING
THURSDAY, AUGUST 27, 2015 – 7:30 P.M.
AGENDA

1. Call to order by Chairperson.
2. **PROCLAMATION – COMMUNITY SUPPORTING BREASTFEEDING** (PAGE 1)
3. **MINUTES**: Consider approval of the minutes from the regular meeting held on August 13, 2015. (PAGE 3)
4. **FINANCIAL STATEMENT**: Consider accepting the Financial Statement for the month of July, 2015. (PAGE 17)
5. **CITIZEN COMMENTS**: (non-agenda items).
6. **CONSENT AGENDA**: (Items to be approved by the Commission in one motion, unless objections are raised).
Mayoral Appointments for Approval: Building Trades Board, Hays Public Library Board and Sister Cities Advisory Board (PAGE 81)

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

7. **MIDWEST ENERGY ACTIVITIES UPDATE**: Hear an update from Earnie Lehman and Bill Dowling on the Goodman Energy Center and transmission line upgrades. (PAGE 85)
8. **REQUEST FROM THE FRIENDS OF THE HAYS DOG PARK FOR TWO DOG PARK SHELTERS**: Consider approving the transfer of funds from the Friends of the Hays Dog Park to the City of Hays Park Development Fund to cover the costs for the installation of two shelters at the dog park. (PAGE 87)
9. **ANNEXATION OF 2225 W. 41ST STREET**: Consider approving Ordinance No. 3901 annexing 2225 W. 41st Street into the City of Hays, Kansas. (PAGE 95)
10. **CORPS OF ENGINEERS' SECTION 205 STUDY AGREEMENT**: Consider authorizing the City Manager to enter an agreement with the U.S. Army Corps of Engineers under the Section 205 Program to conduct a study to determine the best locations for detention facilities in the Lincoln Draw watershed. (PAGE 105)
11. **2016-2018 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HAYS AND FRATERNAL ORDER OF POLICE LODGE 48, INC. (FOP)**: Consider approving the 2016-2018 Memorandum of Agreement between the City of Hays and Fraternal Order of Police Lodge 48, Inc. (PAGE 131)

12. [2016-2018 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HAYS AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2119 \(IAFF\)](#): Consider approving the 2016-2018 Memorandum of Agreement between the City of Hays and the International Association of Firefighters Local 2119. (PAGE 151)
13. **PROGRESS REPORT**
14. **REPORT OF THE CITY MANAGER**
15. **COMMISSION INQUIRIES AND COMMENTS**
16. **EXECUTIVE SESSION (IF REQUIRED)**
17. **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.

PROCLAMATION
BY
THE CITY OF HAYS

To all Citizens of the City of Hays, Greetings:

WHEREAS, the people of Hays, Kansas are deserving of good health; and

WHEREAS, human milk is the preferred and most appropriate source of nutrition for infants, adapting over time to meet the changing needs of the growing infant; and

WHEREAS, breastfeeding is a proven primary prevention strategy, protecting both infants and mothers from a host of chronic and acute diseases and conditions and building a foundation for life-long health and wellness; and

WHEREAS, the act of breastfeeding builds a strong emotional connection between the mother and infant, a bond which lasts a lifetime; and

WHEREAS, breastfeeding provides a safe, reliable, and renewable food source, especially critical during natural disaster and emergency situations; and

WHEREAS, employers that provide workplace lactation support experience an impressive return on investment, including lower health care costs, absenteeism, and turnover rates, and improved morale, job satisfaction, and productivity; and

WHEREAS, breastfeeding is economical, providing its benefits at little or no cost and providing a safe, renewable food source, especially critical during natural disaster and emergency situations; and

WHEREAS, all major medical authorities recommend that mothers breastfeed exclusively for six months and continue breastfeeding for at least the first year of a child's life, yet breastfeeding rates continue to fall short of the Nation's Healthy People objectives; and

WHEREAS, the U.S. Surgeon General has issued The Surgeon General's Call to Action to Support Breastfeeding, calling on health care providers, employers, insurers, policymakers, researchers, and the community at large to support mothers in reaching their personal breastfeeding goals; and

WHEREAS, Hays has an active and effective local breastfeeding coalition; and

WHEREAS, Hays has an active local breastfeeding support group; and

WHEREAS, the hospital in Hays is committed to providing maternity care practices supportive of breastfeeding as evidenced by their participation in the “High 5 for Mom & Baby” quality improvement program; and

WHEREAS, Hays has twenty one (21) public establishments supportive of mothers needing to nurse in public as evidenced by their participation in the “Breastfeeding Welcome Here” program; and

WHEREAS, Hays has five (5) employers who have received the “Breastfeeding Employee Support Award” in recognition of their high level support of their breastfeeding employees; and

WHEREAS, Hays has twenty nine (29) child care providers who have completed a course in “How to Support the Breastfeeding Mother & Family”; and

WHEREAS, Hays has built a culture of breastfeeding support through the above activities and has met all criteria established by the Kansas Breastfeeding Coalition to be recognized as a community supporting breastfeeding;

NOW, THEREFORE, I, EBER PHELPS, MAYOR OF THE CITY OF HAYS, KANSAS, on behalf of the Hays City Commission, do hereby proclaim, Hays, as a

Community Supporting Breastfeeding

as designated by the Kansas Breastfeeding Coalition, and encourage all citizens to support breastfeeding families wherever and whenever possible.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hays this 27th day of August, 2015.

*Eber Phelps, Mayor
City of Hays*

(SEAL)

MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON AUGUST 13, 2015

1. CALL TO ORDER BY CHAIRMAN: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, August 13, 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. MINUTES: There were no corrections or additions to the minutes of the regular session held on July 23, 2015.

James Meier moved, Shaun Musil seconded, that the minutes of the July 23, 2015 Commission meeting be approved.

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

3. CITIZEN COMMENTS: There were no comments.

4. CONSENT AGENDA: Chairperson Phelps presented the following proposed appointments, which will be presented for approval at the August 27, 2015 Commission meeting.

Building Trades Board

Neal Younger, Midwest Energy – four-year term to expire August 27, 2019 (first term)

Sister Cities Advisory Board

Vincent Bowhay – unexpired term to expire January 1, 2018 (first term)

Shaun Musil moved, Lance Jones seconded, to approve the consent agenda.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

Commissioner Schwaller clarified that the proposed appointments will be presented for approval at the August 27, 2015 Commission meeting, therefore the vote was null.

NEW BUSINESS

5. PUBLIC HEARING FOR WASTEWATER FACILITY PLAN REVIEW: The Wastewater Facility Plan is in its final form. To satisfy requirements for the State Revolving Loan Fund it is necessary to hold a public hearing to review with the public the purpose and recommendations of the wastewater facility plan. It will include a discussion of the new proposed effluent limits, the evaluation of treatment alternatives, the evaluation of procurement alternatives, the costs to construct the recommended alternative, the costs to operate the facilities, and the anticipated impacts on the sewer user rates. It will also discuss the environmental impacts of the proposed project. The public will be given an opportunity to provide comments and ask questions related to the project.

Chairperson Phelps opened the public hearing for the Wastewater Facility Plan review.

Stan Christopher, Project Manager with HDR Engineering, Inc. who is providing the Owner Representative services for this project, presented information on the Wastewater Facility Plan to the Commissioners and the public. He explained the aging wastewater treatment facility was originally constructed in 1953 with upgrades in 1967 and 1992. Kansas Department of Health and Environment (KDHE) have placed new, much tighter discharge limits and the facility we currently have in place is not able to meet those discharge limits.

Mr. Christopher stated their recommendations are to construct a 2.5 million gallon a day plant, including a new influent pumping station and new head works facility, a new disinfection system which utilizes UV instead of chlorine, and the rehabilitation of the existing trickling filters for effluent storage. Finally, the purchase of a biosolids truck is recommended. The addition of a septage receiving station at the front end of the plant would allow septage haulers to dump the load in a tank, and that would give the City the ability to test it and discharge it into the plant for treatment after they have confirmed that it is not hazardous waste. This would allow the City to have some control and better protect the plant.

Mr. Christopher stated that HDR has reviewed the rate options being considered later in the meeting and they are adequate through 2029. Mr. Christopher stated that if the City collects the required capital to replace the major plant equipment in 2038, an additional rate increase in 2030 or later will likely be required.

He stated HDR has advertised for a design builder and there were six design build teams that are interested in submitting qualifications. The companies will be evaluated for experience, qualifications, financial security, litigations, and other criteria.

The facility will be built at its current location. It is projected that construction will begin in May, 2016 with completion in December, 2017.

Cornelius Onyeador, a former plant operator for the City of Hays, commented that he is impressed with the new proposal. He did question the flow, stating at the current plant the flow does not run 24 hours. During the night, the

flow is low and asked if the new facility would have any control to make sure the flow coming into the plant will do the job it is saying it will do. The flow is not constant 24 hours a day and asked the engineer for an explanation.

Mr. Christopher replied that he is correct, the flow does drop at night and you treat what you get. Many things must be built into a plant to accommodate that. You have to be able to move the wastewater through your plant at those low flows like you do the high flows. He stated you have to put things on control systems that will allow you to back them down and let them run only at the level that needs to keep things in suspension, but doesn't need to over aerate or excessively use power during those periods of time. Pumps get put on a variable speed drive to adjust to changing flows.

Mr. Onyeador stated at present we have variable pumps and it is not doing the job. He stated he has proposed in the past to have a basin where during the hard flow we have most of the water going into it so that at night you can use that basin to keep the flow constant and wanted to know if they are considering that.

Mr. Christopher replied it is common to see in a wastewater facility that has high peak flows to have a flow equalization basin. Hays does not have high peak flows. He stated it doesn't take long for that holding basin to become a major odor issue. It is his recommendation to continue to try to process it through and not have to deal with holding the wastewater. He has not seen the flow equalization basin as an economical way to manage a wastewater plant during dry weather. Today's variable frequency drives and instrumentation that controls it and manage the flow is exceptional and feels we can manage that concept very effectively.

Commissioner Musil stated that every 20 plus years we have done upgrades and asked if in 20 or 25 years we would have to do a major upgrade due to Environmental Protection Agency regulations.

Mr. Christopher responded that we know what is coming in the next 10 years and have incorporated those into the design. He stated that it is likely that new requirements will exist in 20 years.

Commissioner Musil asked if the membrane technology requires more upkeep.

Mr. Christopher responded the membranes will have to be replaced, but it is in the cost analysis and is off set by things you don't have to maintain and or construct.

Commissioner Jones asked if the cities like Wichita Falls, Texas that are using the toilet to tap process use membrane technology.

Mr. Christopher replied the membranes are part of the reverse osmosis process and if we go with the membrane technology we are that much closer to doing that.

Commissioner Schwaller replied in the State of Kansas the toilet to tap process is not allowed so the regulations don't exist, and he would not look at the membrane technology to get us to that point.

Chairperson Phelps closed the public hearing.

6. WASTEWATER FACILITY PLAN:

The purpose of the Wastewater Facility Plan is to:

- 1) evaluate the condition of the existing wastewater treatment facilities
- 2) project the wastewater flow and loadings for the next 20 years
- 3) determine whether the existing wastewater treatment plant is capable of meeting effluent discharge limits identified in the City's May 28, 2014 NPDES permit
- 4) meet state and federal design criteria
- 5) recommend a plan that is technologically compatible with the topography and geology of the area
- 6) meet administrative and operational capabilities
- 7) ensure equipment and processes demonstrate a proven record of performance
- 8) confirm that all required construction techniques should be common to the State of Kansas thus encouraging competitive pricing in the construction contracts.

City Manager Toby Dougherty stated that approving the Wastewater Facility Plan will allow HDR and Finance Director, Kim Rupp, the ability to move forward with the application process and lock in an interest rate. A design option will be selected at a later date.

Shaun Musil moved, Henry Schwaller IV seconded, to approve the Wastewater Facility Plan as presented by Stan Christopher, HDR Inc, City of Hays, Owner Representative.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

7. SEWER RATE STUDY/ADJUSTMENT: Environmental restrictions at the City sewer treatment facility, aging infrastructure, and lack of funding for annual sewer capital maintenance repairs and rehabilitation and the insufficient user rates to fund such requirements prompted the need for a sewer rate study. Springsted Inc. was contracted to conduct a comprehensive study to determine the rate increases needed to support the above needs. Patty Kettles, Vice President with Springsted Inc. made a presentation at the July 16, 2015 work session outlining the study and its recommendation. Springsted, Inc. recommended the monthly sewer base and volumetric user rates should be increased 17% August 1, 2015, 15.5% annually 2016-2020 and 12.0% in 2021.

The Commission asked that more options be brought forward at a future work session. Based on another round of research, City staff presented four options and is recommending option two with the monthly sewer base and volumetric user rates increasing 15% September 1, 2015, 15% annually 2016-2020 and 12% in 2021.

The Commissioners requested resolutions be prepared for the first two options and presented for consideration.

Option 1: Approve Resolution No. 2015-019 increasing monthly sewer base and volumetric user rates 17% on September 1, 2015, 15.5% annually 2016-2020

and 12.0% in 2021 with the option to resolution out of the foregoing schedule for some other rate schedule determined at that time.

Option 2: Approve Resolution No. 2015-019 increasing monthly sewer base and volumetric user rates 15% on September 1, 2015, 15% annually 2016-2020 and 12.0% in 2021 with the option to resolution out of the foregoing schedule for some other rate schedule determined at that time.

Finance Director, Kim Rupp, stated these options are built on projections and it is difficult to project out to 2020 because there are many variables that can change between now and then. He assured the Commissioners that we will monitor this annually to make sure the current rate structure satisfies our needs.

Henry Schwaller IV moved, James Meier seconded, to approve option 2: Resolution No. 2015-019 increasing monthly sewer base and volumetric user rates 15% on September 1, 2015, 15% annually 2016-2020 and 12.0% in 2021 with the option to resolution out of the foregoing schedule for some other rate schedule determined at that time.

Commissioner Jones stated he prefers Option 1; it appears it will take us through 2025 without any more rate increases.

Commissioner Schwaller stated he prefers the slower rate increases because of the hit to the budget of those on fixed incomes.

Vote: Ayes: James Meier

Henry Schwaller IV

No: Eber Phelps

Shaun Musil

Lance Jones

James Meier moved, Shaun Musil seconded, to approve Option 1: Approve Resolution No. 2015-019 increasing monthly sewer base and volumetric user rates 17% on September 1, 2015, 15.5% annually 2016-2020 and 12.0% in 2021 with the option to resolution out of the foregoing schedule for some other rate schedule determined at that time.

Vote: Ayes: Eber Phelps
Shaun Musil
James Meier
Lance Jones

No: Henry Schwaller IV

8. S & W ALLEY PAVEMENT – BENEFIT DISTRICT RESOLUTION: Don Bickle, Jr., owner of S & W Supply, contacted City staff about paving the alley between 7th and 8th Street just west of Allen Street, adjacent to their place of business. In November, the City Commissioners passed a resolution authorizing the improvements with the cost to be assessed to property owners within the benefit district based on lineal footage fronting the alley to be paid off in 10 years. Also at that time, an Engineering Service Agreement was entered with Harvey Ruder for engineering services.

Bids were received for alley pavement improvements on June 30, 2015. Bids received exceeded the total project cost included in the original petition submitted by the adjacent property owners. The petitioners feel the project costs are representative of the current market conditions and want to proceed with the project; therefore, they have submitted a new petition with a total project cost that reflects the higher construction cost. City staff recommends accepting the new petition and passing a new resolution reauthorizing the improvements at the higher total project cost.

James Meier moved, Lance Jones seconded, to approve Resolution No. 2015-020 authorizing the creation of a special benefit district for construction of alley pavement between 7th and 8th Streets just west of Allen Street to be paid with a Special Benefit District.

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

9. S & W ALLEY PAVEMENT – AWARD OF BID: The previous agenda item addressed the resubmission of a petition for improvements to pave the alley between 7th and 8th Streets just west of Allen Street. Even though the lowest bid for construction was higher than the original petition amount, the petitioners Don Bickle, Jr. and Dave Van Doren want to proceed with the project. Staff recommends awarding a contract to the low bidder (APAC) in the amount of \$61,261.90 for construction of alley pavement to be assessed 100% to the benefit district and paid off in 10 years. There is no City-at-large share for oversizing.

Lance Jones moved, Shaun Musil seconded, to authorize the City Manager to enter into a contract with APAC in the amount of \$61,261.90 for construction of alley pavement between 7th and 8th Streets just west of Allen Street to be paid with a Special Benefit District.

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

10. TALLGRASS ADDITION PHASE 5 – INSPECTION AND TESTING

SERVICES: In February 2015, TG Investments, LLC petitioned the City for street, storm sewer, water, and sanitary sewer improvements to an area containing 33 lots in the Tallgrass Addition within the City of Hays.

In July, the City Commission approved a bid for the construction of Phase 5 of the Tallgrass Addition. City Staff solicited proposals for inspection and testing services, and recommends authorizing the City Manager to enter an agreement with Driggs Design Group in the amount of \$18,936.00.

The project is being financed through the creation of a special benefit district, with the City paying for oversizing of sanitary sewer and street pavement, and the developer paying 30% of the costs.

The \$18,936 cost for inspection and testing is distributed proportionally between the City share for oversizing, the developer's cash payment up front, and the special benefit district.

Shaun Musil moved, James Meier seconded, to authorize the City Manager to enter into an agreement with Driggs Design Group in the amount of \$18,936.00 for inspection and testing services for Phase 5 of the Tallgrass Addition to be funded through the Special Benefit District.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

11. 2016 BUDGET PRESENTATION AND PUBLIC HEARING: City Manager Toby Dougherty made a formal presentation of the 2016 Budget. The 2016 Budget is a balanced budget, contains no new employees, adequately funds reserves, and keeps the mill levy at 25 mills for the seventh year.

Chairperson Phelps opened the public hearing to hear comments on the 2016 Budget.

Commissioner Schwaller suggested two changes to the outside agency funding requests. He suggested taking \$87,550 from the General Operating Fund under Economic Development and allocating it to Economic Development activities so it would give us a chance to discuss what we would like to do with that \$87,550 by the end of the year. He also suggested holding all quality of life agencies at their 2015 level. He asked that the Hays Sister Cities funding be transferred to the Convention and Visitors Bureau budget and called Community Relations to give us time to figure out what to do with that entity.

In regards to the Ellis County Coalition for Economic Development (ECCED), Commissioner Schwaller stated he feels we owe it to that entity to give them time to respond to our concerns and come back with a plan that is mutually agreeable to both the Coalition and the City.

Commissioner Meier recommended we reduce the line item for Fort Hays State University by \$25,000 to keep the total expenditures level with last year.

Commissioner Jones suggested we keep Fort Hays State University Scholarship funding at \$125,000 and keep ECCED at the full requested amount.

City Manager Toby Dougherty stated the changes requested and if there is a consensus the budget can be adopted with the changes stated. The changes include ECCED would be funded at \$87,550 and would be titled Economic Development on the line item. The Historical Society had asked for a \$379 increase and the Hays Arts Council asked for \$818; however the consensus was to fund at 2015 levels. The Fort Hays State University Scholarship Program would remain at \$100,000 as in 2015. Sister Cities would be moved to a Community Relations line item in the Convention and Visitor Bureau budget.

Kurt David, Chairman of the Board for the Ellis County Coalition for Economic Development, thanked the Commissioners for their consideration of returning funding to the \$87,550 level for 2016.

Chairperson Phelps closed the public hearing for the 2016 Budget.

12. 2016 BUDGET RESOLUTION: The 2016 budget total tax levy in dollars exceeds the 2015 levy. This is adjusted upward by the 2014 CPI for all urban consumers as well as revenue in the current year attributable to the taxation of new improvements to real property, annexed territory, increased personal property valuation (except oil and gas leasehold and mobile homes) and property which has changed in use. Therefore an authorizing resolution must be adopted prior to adoption of the budget.

Lance Jones moved, Henry Schwaller IV seconded, to approve Resolution No. 2015-021 authorizing the City to budget property tax revenues for 2016 in an amount exceeding the total dollars levied in the 2015 Budget.

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

13. 2016 BUDGET APPROVAL: James Meier moved, Shaun Musil seconded, that the 2016 Budget be approved as presented with the discussed changes to the outside agency funding.

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

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

15. COMMISSION INQUIRIES AND COMMENTS: Commissioner Schwaller commented that this was a very productive meeting and appreciates everyone working together.

Chairperson Phelps apologized to the Commission for the call for the vote on the Mayoral appointment recommendations on the consent agenda; these will be voted on at the August 27, 2015 Commission meeting.

The meeting was adjourned at 8:27 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

City of Hays, Kansas
Wastewater Facility Plan Public Hearing
August 13, 2015
Attendance Sheet

Public and Press

Scott Simpson
Aaron J. White
Cornelius Onyeador
Robert Michael
Karen Dreiling
Alan Stecklein
Sara Bloom - Downtown Hays Development Corporation
Jeff Barnard - Burns & McDonnell
Kerrie Greenfelder - Burns & McDonnell
Karen LaPierre – Hays Daily News
Ernee Sly

City Commissioners

Eber Phelps - Mayor
Shaun Musil - Vice-Mayor
Henry Schwaller IV
James Meier
Lance Jones

City Staff

Toby Dougherty – City Manager
Kim Rupp – Finance Director
Shane Scranton – City Manager, Intern
Greg Sund – Director of Public Works
Johnny O'Connor – Asst. Director of Utilities
Bernie Kitten – Director of Utilities
John T. Bird – City Attorney

Consultants

Stan Christopher – HDR
Matt Say – HDR

Memo

DATE: August 17, 2015
TO: Toby Dougherty, City Manager
CC:
FROM: Kim Rupp, Finance Director
RE: July 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 July 30, 2015.

Period to Date Financial Performance

Revenues in July totaled \$2,365,761 a decrease of \$75,254 compared to the same period as last year.

- Notable areas of increased revenue compared to July 2014
 - This month, Transient Guest Tax for the CVB was up \$16,000. YTD, Transient Guest Tax is up \$56,700
 - The story for the month of July is water. Residential water consumption was up 65.76% and business consumption was up 35.76% which translates into increased revenue of \$64,613 for water sales and \$63,767 for water conservation rate. There were 554 residents that hit the tier 2 water conservation stage in July. YTD water consumption is up 3.77% and revenue up 5.97%.
 - Given the increased business water consumption just mentioned, sewer service charges saw an increase of \$20,000
- Notable areas of revenue decrease compared to July 2014
 - There were no significant areas of revenue decrease as compared to this time last year.

Expenditures in July totaled \$2,315,566 which is a decrease of \$84,430 as compared to 2014.

- Notable areas of increased expenditures compared to July 2014

- Electricity for buildings and grounds was up a combined \$40,600 due simply to the timing of billing.
- Employee benefits health insurance increased \$28,200 in July as compared to 2014. YTD insurance is up \$189,000. Since the City is fully insured this year, this increase is due to premium as opposed to claims history.
- Professional services for Storm water increased \$11,000 this month for the budgeted expenditure on architectural services on the best management practices project.
- Notable areas of decreased expenditures compared to July 2014
 - City commission projects fell \$25,000 due to expenditures for the zoning re-write this time last year.
 - Fleet maintenance expenditures fell \$16,000 due in large part to fuel prices as regular unleaded was at an average \$3.50 per gallon this time last year.
 - Payments to the outside agencies through the economic development, social services and special alcohol funds were down \$212,000 due the timing of those expenditures.

MTD general fund sales tax collections were at \$635,949 which is a decrease of \$13,769 as compared to last year ending an eight month trend upward. YTD general fund collections are at \$4,336,822, up \$119,415 or 2.83%.

The report of quarter to date (QTD) sales tax collections by industry classification was up \$22,834 or 1.23%. These top ten now represent 74% of the total QTD sales tax distribution.

The Finance/City Clerk's office invested \$2,200,000 of maturing or renewing certificates with a weighted average interest rate of .33%. The portfolio of certificates of deposit on July 31, 2015 totaled \$55,850,000 with a weighted average interest rate of .26%. The total balance of the Money Market account on July 31, 2015 was \$1,000,000 with a current yield of .20%. Total investments are up \$1,400,000 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 July 31, 2015

CASH BALANCE

Total Cash in All Funds	\$57,769,161.41
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STATEMENT OF CREDITS

Checking Accounts with Banks	\$917,661.41
Money Market Accounts	\$1,000,000.00
Investments	\$55,850,000.00
Cash in Office	<u>\$1,500.00</u>
TOTAL	\$57,769,161.41

STATEMENT OF CURRENT OBLIGATIONS

General Obligation Bonds	\$12,915,000.00
Temporary Notes	\$0.00
State Revolving Loan Fund	\$0.00
Revenue Bonds	\$3,390,000.00
Lease Purchase Agreements	<u>\$0.00</u>
	\$16,305,000.00

**CITY OF HAYS
INVESTMENTS AS OF
7/31/2015**

<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>
902*	1,000,000.00	8/23/2013	8/23/2015	0.27%	5,400.00
460	2,000,000.00	6/10/2014	9/4/2015	0.24%	5,930.96
422	750,000.00	9/9/2014	9/9/2015	0.25%	1,875.00
465	2,500,000.00	6/12/2014	9/18/2015	0.20%	6,342.47
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

Sunflower Bank Certificates of Deposit
CD #

Equity Bank Certificates of Deposit
CD #

638	3,000,000.00	4/22/2014	8/11/2015	0.22%	8,607.12
647	1,500,000.00	5/2/2014	8/28/2015	0.21%	4,168.36
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
889	1,200,000.00	7/24/2015	8/29/2016	0.33%	4,711.99

Astra Bank Certificates of Deposit
CD #

Emprise Bank Certificates of Deposit
CD#

Bank of Hays Certificates of Deposit
CD#

55,850,000.00

164,833.12

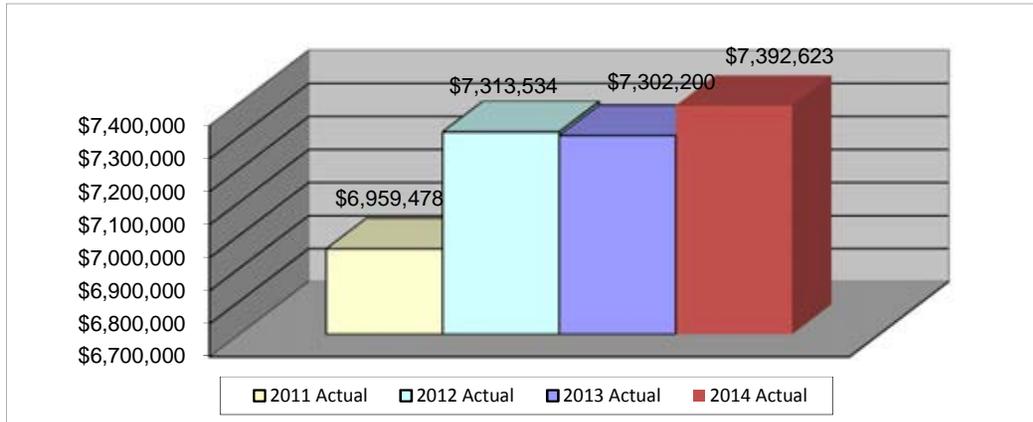
<u>Astra Bank</u>		
MMA		0.03%
<u>Commerce Bank</u>		
MMA	1,000,000.00	0.20%

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			
September	\$573,336	\$572,295	\$611,782	\$ 647,126			
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 \$4,336,821 \$119,414
 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	
September	
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 May, June, July

	2014	2015	\$ inc/dec	% inc/dec	% of 2013 Total
452 General Merchandise Stores	\$478,485	\$465,108	(\$13,377)	-2.80%	18.31%
441 Motor Vehicle and Parts Dealers	\$412,631	\$389,085	(\$23,546)	-5.71%	15.32%
722 Food Services and Drinking Places	\$258,234	\$272,626	\$14,392	5.57%	10.73%
444 Building Material and Garden Supply	\$214,792	\$225,343	\$10,551	4.91%	8.87%
445 Food and Beverage	\$155,510	\$165,850	\$10,340	6.65%	6.53%
517 Telecommunications	\$60,359	\$63,728	\$3,369	5.58%	2.51%
448 Clothing and Clothing Accessories	\$92,792	\$85,511	(\$7,281)	-7.85%	3.37%
423 Merchant Wholesalers, Durable Goods	\$95,217	\$82,120	(\$13,097)	-13.75%	3.23%
721 Accommodation	\$56,690	\$83,806	\$27,116	47.83%	3.30%
451 Sporting Goods, Hobby, Book & Music	\$32,935	\$47,302	\$14,367	43.62%	1.86%
	\$1,857,645	\$1,880,479	\$22,834	1.23%	74.02%

**MONTHLY STATEMENT OF CITY TREASURER
7/1/2015 THROUGH 7/31/2015**

FUND	BALANCE 7/1/2015	RECEIPTS	DISBURSEMENTS	BALANCE 7/31/2015
Cash Drawer	\$1,500.00			\$1,500.00
General	\$5,858,283.86	732,012.87	754,775.45	\$5,835,521.28
Petty Cash	\$1,000.00			\$1,000.00
Reserve Budget Stabilization	\$3,221,180.75			\$3,221,180.75
Library	\$539,323.31	0.00	534,786.54	\$4,536.77
Airport	\$179,083.60	27,274.15	17,427.89	\$188,929.86
Public Safety Equipment	\$744,048.24	0.00	361,490.91	\$382,557.33
Employee Benefit Contribution	\$2,429,542.23	8,569.38	295,984.98	\$2,142,126.63
Special Highway	\$334,351.09	148,471.94	2,636.70	\$480,186.33
Special Park & Recreation	\$237,264.68	0.00	7,437.47	\$229,827.21
Special Alcohol Program	\$117,080.51			\$117,080.51
Convention & Tourism	\$540,413.40	227,740.93	44,969.34	\$723,184.99
New Equipment Reserve	\$3,560,986.42	159.23	(360,127.00)	\$3,921,272.65
Grants	\$0.00			\$0.00
Library Employee Benefit	\$78,243.43	0.00	77,600.39	\$643.04
Golf Course Improvement	\$70,112.22	0.00	(122.14)	\$70,234.36
Park Development - Green Space	\$5,026.93			\$5,026.93
DOJ Program	\$1,210.51			\$1,210.51
Sports Complex	\$2,038,510.73	0.00	164,175.68	\$1,874,335.05
Stormwater Management	\$465,992.39	0.00	7,334.99	\$458,657.40
Parks Improvement Fund	\$49,810.20			\$49,810.20
Ellis Co. Sales Tax	\$0.00	150,651.43	150,651.43	\$0.00
City Capital Reserve	\$1,841,278.38			\$1,841,278.38
Capital Projects	\$718,231.13	1,337,373.20	628,557.46	\$1,427,046.87
Airport Improvement	\$295,096.11	2,678.77	0.00	\$297,774.88
Bond & Interest	\$1,123,311.55			\$1,123,311.55
TDD Sales Tax	\$23,965.11	21,739.18	24,665.11	\$21,039.18
Home Depot Econ Dev Bds	\$262,832.89	14,493.00	0.00	\$277,325.89

FUND	BALANCE 7/1/2015	RECEIPTS	DISBURSEMENTS	BALANCE 7/31/2015
Home Depot Econ Dev Bds (Cash Restr.)	\$24,608.90			\$24,608.90
48th/Roth Ave. - CID	\$15,045.22	9,881.07	(2,828.37)	\$27,754.66
The Mall CID	\$15,723.50	15,050.82	0.00	\$30,774.32
				\$0.00
Restricted Cash - 2009 A Bonds	\$65,352.00			\$65,352.00
Sales Tax (Cash Reserve)	\$25,273,810.68	5.00	(2,180,871.87)	\$27,454,687.55
Water & Sewer	\$5,151,145.21	941,663.80	2,682,883.97	\$3,409,925.04
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	2,000.00	\$670,523.07
Water & Sewer(Reserve 2009A)	\$565,487.04	0.00	(34,922.49)	\$600,409.53
Solid Waste Fund	\$308,896.25	1,982.10	41,391.14	\$269,487.21
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	5,375.50	\$110,020.02
	<u><u>\$82,107,633.21</u></u>	<u><u>\$6,310,910.95</u></u>	<u><u>\$5,952,784.20</u></u>	<u><u>\$82,465,759.96</u></u>

City of Hays Revenues
Month of July 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	\$14,863.48	\$318,726.50	(\$113,334.50)
<u>GENERAL GOVERNMENT REVENUES</u>				
Total Revenues	\$11,156,895.00	\$730,787.36	\$7,290,475.74	(\$3,866,419.26)
<u>PUBLIC SAFETY REVENUES</u>				
Total Revenues	\$613,000.00	\$47,376.00	\$361,329.14	(\$251,670.86)
<u>PUBLIC WORKS REVENUES</u>				
Total Revenues	\$10,300.00	\$1,125.00	\$11,045.00	\$745.00
Library				
<u>LIBRARY FUND REVENUES</u>				
Total Revenues	\$1,217,200.00	\$0.00	\$1,171,591.33	(\$45,608.67)
Airport				
<u>AIRPORT FUND REVENUES</u>				
Total Revenues	\$350,506.00	\$27,173.15	\$299,740.47	(\$50,765.53)
Employee Benefit				
<u>EMPLOYEE BENEFIT REVENUES</u>				
Total Revenues	\$3,645,213.00	\$1,740.67	\$3,558,006.97	(\$87,206.03)
Special Highway				
<u>SPECIAL HIGHWAY REVENUES</u>				
Total Revenues	\$584,600.00	\$148,471.94	\$439,696.34	(\$144,903.66)
Special Park & Rec				
<u>SPECIAL PRK & REC REVENUES</u>				
Total Revenues	\$132,061.00	\$0.00	\$63,380.63	(\$68,680.37)
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND REVENUES</u>				
Total Revenues	\$132,061.00	\$0.00	\$63,380.65	(\$68,680.35)
Convention & Visitors Bureau				
<u>CONVENTION & VISITOR'S REVENUE</u>				
Total Revenues	\$810,000.00	\$227,615.93	\$608,855.64	(\$201,144.36)
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT REVENUES</u>				
Total Revenues	\$178,703.00	\$0.00	\$172,065.14	(\$6,637.86)
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	\$122.14	\$18,499.18	\$18,499.18
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	\$0.00	\$16,000.00	\$16,000.00
<u>STORMWATER MANAGEMENT REVENUES</u>				
Total Revenues	\$783,500.00	\$59,281.48	\$464,429.23	(\$319,070.77)

	<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	\$47,888.52	\$47,888.52
<u>ELLIS CO. SALES TAX-REVENUES</u>				
Total Revenues	\$0.00	\$150,651.43	\$1,045,249.45	\$1,045,249.45
Bond & Interest				
<u>BOND & INTEREST REVENUES</u>				
Total Revenues	\$1,284,937.00	\$0.00	\$1,258,053.75	(\$26,883.25)
TDD Sales Tax				
<u>TDD SLS TAX REVENUES</u>				
Total Revenues	(\$56,562.92)	\$21,739.18	\$133,934.54	\$190,497.46
Home Depot Economic Dev Bonds				
<u>H DEPOT-ECON DEV BND-REVENUES</u>				
Total Revenues	\$219,317.00	\$14,493.00	\$154,121.66	(\$65,195.34)
48th/Roth Ave. - CID				
<u>48TH/ROTH AVE CID-REVENUES</u>				
Total Revenues	\$0.00	\$9,881.07	\$47,824.28	\$47,824.28
Water & Sewer				
<u>WATER & SEWER FUND REVENUES</u>				
Total Revenues	\$8,767,510.00	\$952,411.62	\$5,024,487.84	(\$3,743,022.16)
Solid Waste				
<u>SOLID WASTE FUND REVENUES</u>				
Total Revenues	\$1,293,000.00	\$108,679.01	\$762,559.78	(\$530,440.22)
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>\$2,516,412.46</u></u>	<u><u>\$23,331,341.78</u></u>	<u><u>(\$8,222,959.30)</u></u>

City of Hays Expenditures
Month of July 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	\$713.27	\$11,145.12	\$25,154.88
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
Total Expenditures	\$226,051.00	\$14,149.51	\$111,780.90	\$114,270.10
<u>BUILDINGS & GROUNDS</u>				
Total Expenditures	\$517,060.00	\$40,276.01	\$260,437.72	\$256,622.28
<u>CEMETERIES</u>				
Total Expenditures	\$20,300.00	\$290.82	\$6,197.40	\$14,102.60
<u>CITY ATTORNEY</u>				
Total Expenditures	\$101,000.00	\$11,706.25	\$67,031.00	\$33,969.00
<u>CITY COMMISSION</u>				
Total Expenditures	\$1,489,034.00	\$750.00	\$18,852.47	\$1,470,181.53
<u>CITY MANAGER</u>				
Total Expenditures	\$486,957.00	\$35,983.47	\$267,012.72	\$219,944.28
<u>DISPATCH</u>				
Total Expenditures	\$565,122.00	\$37,964.86	\$307,935.95	\$257,186.05
<u>ECONOMIC DEVELOPMENT</u>				
Total Expenditures	\$229,378.00	\$2,575.00	\$118,393.92	\$110,984.08
<u>FINANCE/CITY CLERK</u>				
Total Expenditures	\$380,503.00	\$63,183.83	\$229,943.28	\$150,559.72
<u>FIRE DEPARTMENT</u>				
Total Expenditures	\$1,431,603.00	\$98,224.66	\$801,035.44	\$630,567.56
<u>FLEET MAINTENANCE</u>				
Total Expenditures	\$883,076.00	\$43,241.91	\$303,715.10	\$579,360.90
<u>GOLF COURSE</u>				
Total Expenditures	\$415,929.00	\$28,055.91	\$196,182.66	\$219,746.34
<u>HUMAN RESOURCES</u>				
Total Expenditures	\$204,859.00	\$12,698.02	\$98,939.00	\$105,920.00
<u>INFORMATION TECHNOLOGY</u>				
Total Expenditures	\$545,925.00	\$34,191.16	\$304,999.75	\$240,925.25
<u>INTERGOVERNMENTAL ACCOUNT</u>				
Total Expenditures	\$342,500.00	\$215,055.93	\$264,695.20	\$77,804.80
<u>MUNICIPAL COURT</u>				
Total Expenditures	\$160,213.00	\$11,138.53	\$83,363.22	\$76,849.78
<u>P.W.-GENERAL ADMINISTRATION</u>				
Total Expenditures	\$288,856.00	\$20,039.32	\$161,758.94	\$127,097.06
<u>PARKS & PLAYGROUNDS</u>				
Total Expenditures	\$871,761.00	\$66,438.88	\$505,967.52	\$365,793.48
<u>PLANNING INSPECTION ENFORCEMEN</u>				
Total Expenditures	\$363,790.00	\$25,471.22	\$198,813.01	\$164,976.99
<u>POLICE DEPARTMENT</u>				
Total Expenditures	\$2,117,871.00	\$151,297.04	\$1,156,234.60	\$961,636.40
<u>PUBLIC WORKS-SERVICE DIVISION</u>				
Total Expenditures	\$933,563.00	\$54,201.18	\$415,061.10	\$518,501.90
<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	\$82,000.00	\$82,000.00
<u>SWIMMING POOL</u>				
Total Expenditures	\$100,700.00	\$7,773.95	\$50,242.77	\$50,457.23
Library				
<u>LIBRARY FUND EXPENDITURES</u>				
Total Expenditures	\$1,245,388.00	\$534,786.54	\$1,244,061.62	\$1,326.38
Airport				
<u>AIRPORT FUND EXPENDITURES</u>				
Total Expenditures	\$381,649.00	\$17,326.89	\$214,593.32	\$167,055.68

	<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	\$289,156.27	\$2,506,785.87	\$1,715,216.13
Special Highway				
<u>SPECIAL HIGHWAY EXPENDITURES</u>				
Total Expenditures	\$708,082.00	\$1,666.70	\$534,680.42	\$173,401.58
Special Park & Rec				
<u>SPECIAL PRK & REC EXPENDITURES</u>				
Total Expenditures	\$283,679.00	\$7,437.47	\$60,075.05	\$223,603.95
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND EXPENDITURES</u>				
Total Expenditures	\$316,686.00	\$0.00	\$121,834.00	\$194,852.00
Convention & Visitors Bureau				
<u>CVB EXPENDITURES</u>				
Total Expenditures	\$1,226,536.00	\$44,844.34	\$449,950.73	\$776,585.27
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT EXPENDITURES</u>				
Total Expenditures	\$181,993.00	\$77,600.39	\$181,699.60	\$293.40
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	\$21,098.47	\$150,973.59	\$760,600.41
<u>PARKS IMPROVEMENT FUND-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$36,917.78	(\$36,917.78)
<u>ELLIS CO. SALES TAX-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$150,651.43	\$1,045,249.45	(\$1,045,249.45)
City Capital Reserve				
<u>CTY COMMISSION CPTL RSRV EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$1,041,272.27	(\$1,041,272.27)
Bond & Interest				
<u>BOND & INTEREST EXPENDITURES</u>				
Total Expenditures	\$1,452,648.00	\$0.00	\$357,910.69	\$1,094,737.31
TDD Sales Tax				
<u>TDD SLS TAX EXPENDITURES</u>				
Total Expenditures	\$0.00	\$24,665.11	\$155,245.56	(\$155,245.56)
Home Depot Economic Dev Bonds				
<u>H DEPOT ECON DEV BND-EXPENDITURES</u>				
Total Expenditures	\$215,524.00	\$0.00	\$45,261.88	\$170,262.12
48th/Roth Ave. - CID				
<u>48TH/ ROTH AVE CID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$23,450.26	(\$23,450.26)
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	\$244,457.43	\$174,612.57
<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	\$16,830.78	\$91,706.99	\$178,624.01
<u>W/S NON-OPERATING EXPENDITURES</u>				
Total Expenditures	\$6,067,790.00	\$20,556.87	\$2,260,611.71	\$3,807,178.29
<u>WASTEWATER TREATMENT & COLL.</u>				
Total Expenditures	\$1,143,791.00	\$63,826.02	\$496,311.49	\$647,479.51
<u>WATER PRODUCTION & DIST.</u>				
Total Expenditures	\$1,693,935.00	\$124,103.05	\$829,860.06	\$864,074.94
Solid Waste				
<u>SOLID WASTE FUND EXPENDITURE</u>				
Total Expenditures	\$1,401,604.00	\$61,323.05	\$829,111.85	\$572,492.15
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>\$2,466,216.60</u></u>	<u><u>\$18,975,859.85</u></u>	<u><u>\$16,047,800.15</u></u>

GENERAL FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	5,835,521.28
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 9,157,807.20

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	7,973,520.38
Expenditures	-6,052,539.06
Fund Balance Reserved for Enc	13,136.45
Fund Balance Unreserved	3,279,061.39
Bdgt Stabilization Reserved Fund Bl	3,221,180.75

TOTAL FUND BALANCE 8,434,359.91

**TOTAL LIABILITIES
& FUND BALANCE** 9,157,807.20

LIBRARY FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash

4,536.77

TOTAL ASSETS

4,536.77

FUND BALANCE

Revenues

1,171,591.33

Expenditures

-1,244,061.62

Fund Balance Unreserved

77,007.06

TOTAL FUND BALANCE

4,536.77

AIRPORT FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	188,929.86
Accts. Receivable	0.00
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	188,929.86

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	6,093.22

FUND BALANCE

Revenues	299,740.47
Expenditures	-211,142.00
Fund Balance Reserved for Enc	70.14
Fund Balance Unreserved	94,168.03
TOTAL FUND BALANCE	182,836.64

TOTAL LIABILITIES & FUND BALANCE	188,929.86
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PUBLIC SAFETY EQUIPMENT FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash

382,557.33

TOTAL ASSETS

382,557.33

LIABILITIES:

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

428,209.60

Expenditures

-114,205.62

Fund Balance Reserved for Enc

-27.00

Fund Balance Unreserved

68,580.35

TOTAL FUND BALANCE

382,557.33

EMPLOYEE BENEFIT FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	2,142,126.63
Accts. Receivable	0.00
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	<u>2,142,126.63</u>

LIABILITIES

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

FUND BALANCE

Revenues	3,558,006.97
Expenditures	-2,446,733.85
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	1,030,853.51
TOTAL FUND BALANCE	<u>2,142,126.63</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>2,142,126.63</u></u>
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SPECIAL HIGHWAY FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	480,186.33
Grants Receivable	0.00
TOTAL ASSETS	<u>480,186.33</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	-196,160.28
Fund Balance Reserved for Enc	13,630.00
Fund Balance Unreserved	223,020.27
TOTAL FUND BALANCE	<u>480,186.33</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>480,186.33</u></u>
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SPECIAL PARK & RECREATION FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash

229,827.21

TOTAL ASSETS

229,827.21

LIABILITIES

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

63,380.63

Expenditures

-59,625.05

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

226,071.63

TOTAL FUND BALANCE

229,827.21

**TOTAL LIABILITIES
& FUND BALANCE**

229,827.21

SPECIAL ALCOHOL FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash

117,080.51

TOTAL ASSETS

117,080.51

LIABILITIES

Accrued Payroll

0.00

Accrued Vacation

0.00

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

63,380.65

Expenditures

-121,834.00

Fund Balance Unreserved

175,533.86

TOTAL FUND BALANCE

117,080.51

**TOTAL LIABILITIES
& FUND BALANCE**

117,080.51

CONVENTION & VISITOR'S BUREAU FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	723,184.99
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	<u>723,184.99</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	608,855.64
Expenditures	-438,026.52
Fund Balance Reserved for Enc	14,500.00
Fund Balance Unreserved	530,259.34
TOTAL FUND BALANCE	<u>715,588.46</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>723,184.99</u></u>
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NEW EQUIPMENT RESERVE FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash

	3,921,272.65
TOTAL ASSETS	<u>3,921,272.65</u>

LIABILITIES

Accounts Payable

	<u>0.00</u>
TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues

373,630.22

Expenditures

-133,878.50

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

3,681,520.93

TOTAL FUND BALANCE	<u>3,921,272.65</u>
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TOTAL LIABILITIES & FUND BALANCE	<u><u>3,921,272.65</u></u>
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GRANTS- MULTI FUND

7/31/2015

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

7/31/2015

BALANCE SHEET

ASSETS:

Cash

643.04

TOTAL ASSETS

643.04

FUND BALANCE

Revenues

172,065.14

Expenditures

-181,699.60

Fund Balance Unreserved

10,277.50

TOTAL FUND BALANCE

643.04

GOLF COURSE IMPROVEMENT FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash

	70,234.36
TOTAL ASSETS	<u>70,234.36</u>

LIABILITIES

Accounts Payable

	<u>0.00</u>
TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues

18,490.61

Expenditures

-11,987.44

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

63,731.19

TOTAL FUND BALANCE	<u>70,234.36</u>
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TOTAL LIABILITIES & FUND BALANCE	<u><u>70,234.36</u></u>
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PARK DEVELOPMENT FUND

7/31/2015

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

7/31/2015

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

7/31/2015

BALANCE SHEET

ASSETS:

Cash	1,874,335.05
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	
TOTAL ASSETS	<u>1,874,335.05</u>

LIABILITIES

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

FUND BALANCE

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

TOTAL LIABILITIES & FUND BALANCE	<u><u>1,874,335.05</u></u>
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STORMWATER MANAGEMENT

7/31/2015

BALANCE SHEET

ASSETS:

Cash	458,657.40
Due From Other Funds	58,951.34
TOTAL ASSETS	517,608.74

LIABILITIES

Accounts Payable	0.00
Control Pay Payable	0.00
Accrued Payroll	1,568.21
TOTAL LIABILITIES	1,568.21

FUND BALANCE

Revenues	464,429.23
Expenditures	-148,988.51
Fund Balance Reserved for Encumbrances	6,241.95
Fund Balance Unreserved	194,357.86
TOTAL FUND BALANCE	516,040.53

TOTAL LIABILITIES & FUND BALANCE	517,608.74
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PARKS IMPROVEMENT FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash		49,810.20
Accts. Receivable		0.00
	TOTAL ASSETS	49,810.20

LIABILITIES

Accounts Payable		0.00
Due To Other Accounts		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		47,888.52
Expenditures		-36,917.78
Fund Balance Reserved for Enc		0.00
Fund Balance Unreserved		38,839.46
	TOTAL FUND BALANCE	49,810.20

	TOTAL LIABILITIES & FUND BALANCE	49,810.20
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ELLIS COUNTY SALES TAX

7/31/2015

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		1,045,249.45
Expenditures		-1,045,249.45
Fund Balance Reserved		0.00
Fund Balance Unreserved		0.00
TOTAL FUND BALANCE		0.00

TOTAL LIABILITIES & FUND BALANCE		0.00
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CITY COMMISSION CAPITAL RESERVE

7/31/2015

BALANCE SHEET

ASSETS:

Cash		1,841,278.38
Due From Other Funds		
	TOTAL ASSETS	<u>1,841,278.38</u>

LIABILITIES

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

FUND BALANCE

Revenues		
Expenditures		-1,041,272.27
Fund Balance Reserved		0.00
Fund Balance Unreserved		2,882,550.65
	TOTAL FUND BALANCE	<u>1,841,278.38</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>1,841,278.38</u></u>
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CAPITAL PROJECTS FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	1,427,046.87
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	0.00

TOTAL ASSETS	<u>1,427,046.87</u>
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LIABILITIES

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

FUND BALANCE

Revenues	1,479,173.20
Expenditures	-1,083,453.24
Fund Balance Reserved for Enc	785,551.18
Fund Balance Unreserved	245,775.73

TOTAL FUND BALANCE	<u>1,427,046.87</u>
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TOTAL LIABILITIES & FUND BALANCE	<u><u>1,427,046.87</u></u>
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CAPITAL PROJECTS 2001 FUND

7/31/2015

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
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AIRPORT IMPROVEMENT FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	297,774.88
Accts. Receivable	0.00
Grants Receivable	185,534.00
TOTAL ASSETS	<u>483,308.88</u>

LIABILITIES

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

FUND BALANCE

Revenues	821,523.34
Expenditures	177,972.00
Fund Balance Reserved for Enc	217,362.16
Fund Balance Unreserved	-733,548.62
TOTAL FUND BALANCE	<u>483,308.88</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>483,308.88</u></u>
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BOND & INTEREST FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	1,123,311.55
Due From Other Funds	0.00
TOTAL ASSETS	<u>1,123,311.55</u>

LIABILITIES

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

FUND BALANCE

Revenues	1,258,053.75
Expenditures	-357,910.69
Fund Balance Reserved	0.00
Fund Balance Unreserved	223,168.49
TOTAL FUND BALANCE	<u>1,123,311.55</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>1,123,311.55</u></u>
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TRANSPORTATION DD SALES TAX FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash		21,039.18
Due From Other Funds		
	TOTAL ASSETS	<u>21,039.18</u>

LIABILITIES

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

FUND BALANCE

Revenues		133,934.54
Expenditures		-133,506.38
Fund Balance Reserved		0.00
Fund Balance Unreserved		20,611.02
	TOTAL FUND BALANCE	<u>21,039.18</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>21,039.18</u></u>
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HOME DEPOT-ECONOMIC DEVELOPMENT BONDS

7/31/2015

BALANCE SHEET

ASSETS:

Cash	277,325.89
Cash-Restricted	24,608.90
TOTAL ASSETS	<u>301,934.79</u>

LIABILITIES

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

FUND BALANCE

Revenues	154,121.66
Expenditures	-45,261.88
Fund Balance Reserved	0.00
Fund Balance Unreserved	193,075.01
TOTAL FUND BALANCE	<u>301,934.79</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>301,934.79</u></u>
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48th & ROTH AVE.-CID

7/31/2015

BALANCE SHEET

ASSETS:

Cash		27,754.66
Due From Other Funds		
	TOTAL ASSETS	<u>27,754.66</u>

LIABILITIES

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

FUND BALANCE

Revenues		47,824.28
Expenditures		-23,450.26
Fund Balance Reserved		0.00
Fund Balance Unreserved		3,380.64
	TOTAL FUND BALANCE	<u>27,754.66</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>27,754.66</u></u>
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THE MALL CID

7/31/2015

BALANCE SHEET

ASSETS:

Cash		30,774.32
Due From Other Funds		
	TOTAL ASSETS	<u>30,774.32</u>

LIABILITIES

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

FUND BALANCE

Revenues		28,339.32
Expenditures		-3,465.00
Fund Balance Reserved		0.00
Fund Balance Unreserved		5,900.00
	TOTAL FUND BALANCE	<u>30,774.32</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>30,774.32</u></u>
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WATER & SEWER FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	3,409,925.04
Accts. Receivable-Misc. Sources	
Cash-Water Sales Tax	27,454,687.55
Reserve-Capital Improvement	670,523.07
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	569,720.49
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	600,409.53
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	780,009.07
R-9 Ranch Expenditures	0.00

TOTAL ASSETS

52,883,518.48

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	5,288.21
State Water Fee	6,210.06
Meter Deposit Payable	221,085.60
Refuse Collection	43,216.47
Accrued Int. Payable-Bonds	53,779.09
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	3,390,000.00
Bonds Payable-W/S 2009 A	0.00
Advance Developer Fee	0.00
Stormwater Fee	77,196.36
Over & Short	182.81
Prior Year Encumbrance	0.00
Monitoring Well Deposit	4,500.00
Overpayment-Water Sales	0.00

TOTAL LIABILITIES

7,125,061.40

FUND BALANCE

Revenues	4,904,931.32
Expenditures	-3,837,221.90
Fund Balance Reserved for Enc	123,666.57
Fund Balance Unreserved	43,439,645.01
Capital Imprv. Reserve Fund Balance	1,127,436.08

TOTAL FUND BALANCE

45,758,457.08

TOTAL LIABILITIES & FUND BALANCE

52,883,518.48

SOLID WASTE FUND

7/31/2015

BALANCE SHEET

ASSETS:

Cash	269,487.21
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	1,417,273.97

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	153,754.65

FUND BALANCE

Revenues	762,553.78
Expenditures	-815,871.08
Fund Balance Reserved for Enc	172,849.01
Fund Balance Unreserved	734,967.05
Solid Waste Reserve	409,020.56
TOTAL FUND BALANCE	1,263,519.32

TOTAL LIABILITIES & FUND BALANCE	1,417,273.97
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FIRE INSURANCE TRUST FUND

7/31/2015

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

7/31/2015

BALANCE SHEET

ASSETS:

Cash

110,020.02

TOTAL ASSETS

110,020.02

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

69,269.50

Expenditures

-73,935.50

Fund Balance Unreserved

45,449.52

TOTAL FUND BALANCE

40,783.52

**TOTAL LIABILITIES
& FUND BALANCE**

110,020.02

City of Hays Revenues
Month of July 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	9,881.07	0.00	47,788.61
MISCELLANEOUS REVENUE	0.00	0.00	0.00	35.67
Total Revenues	<u>\$0.00</u>	<u>\$9,881.07</u>	<u>\$0.00</u>	<u>\$47,824.28</u>
<u>AIRPORT FUND REVENUES</u>				
16/20 M TRUCK TAX	178.00	0.00	0.00	160.93
AD VALOREM PROPERTY TAX	205,056.00	0.00	0.00	193,699.10
AIRPORT-FUEL SALES	20,000.00	4,129.85	523.89	22,700.03
BUSINESS LICENSES	6,600.00	0.00	0.00	3,300.00
DELINQUENT TAXES	0.00	0.00	0.00	2,861.77
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	306.56	890.77	2,207.27
MOTOR VEHICLE TAX	13,052.00	0.00	0.00	13,761.37
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	496.00	0.00	0.00	173.72
RENTALS	76,565.00	22,736.74	22,467.31	49,697.53
Total Revenues	<u>\$350,506.00</u>	<u>\$27,173.15</u>	<u>\$23,881.97</u>	<u>\$299,740.47</u>
<u>BOND & INTEREST REVENUES</u>				
16/20 M TRUCK TAX	726.00	0.00	0.00	609.56
AD VALOREM PROPERTY TAX	787,950.00	0.00	0.00	743,844.16
DELINQUENT TAXES	0.00	0.00	0.00	11,968.04
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
MOTOR VEHICLE TAX	53,232.00	0.00	0.00	56,089.53
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	2,023.00	0.00	0.00	708.08
SPECIAL ASSESSMENT TAX	441,006.00	0.00	0.00	444,834.38
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
Total Revenues	<u>\$1,284,937.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,258,053.75</u>
<u>CONVENTION & VISITOR'S REVENUE</u>				
MISCELLANEOUS REVENUE	40,000.00	3,287.00	3,287.00	24,432.00
TRANSIENT GUEST TAX	770,000.00	224,328.93	208,237.12	584,423.64
Total Revenues	<u>\$810,000.00</u>	<u>\$227,615.93</u>	<u>\$211,524.12</u>	<u>\$608,855.64</u>
<u>CULTURE & RECREATION REVENUES</u>				
GOLF COURSE REVENUE	300,000.00	14,863.48	19,258.24	255,345.86
LOCAL ALCOHOL LIQUOR TAX	132,061.00	0.00	0.00	63,380.64
Total Revenues	<u>\$432,061.00</u>	<u>\$14,863.48</u>	<u>\$19,258.24</u>	<u>\$318,726.50</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	150,651.43	162,591.08	1,045,249.45
Total Revenues	<u>\$0.00</u>	<u>\$150,651.43</u>	<u>\$162,591.08</u>	<u>\$1,045,249.45</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	0.00	0.00	1,885.94
AD VALOREM PROPERTY TAX	2,415,631.00	0.00	0.00	2,280,063.30
DELINQUENT TAXES	0.00	0.00	0.00	32,338.21
INSURANCE REFUNDS	0.00	0.00	0.00	19,684.00
INTEREST ON INVESTMENTS	2,000.00	37.15	24.25	885.64
MISCELLANEOUS REVENUE	0.00	1,703.52	0.00	6,300.09
MOTOR VEHICLE TAX	149,810.00	0.00	0.00	157,842.19
RECREATIONAL VEHICLE TAX	5,694.00	0.00	0.00	1,992.60
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
XFER FRM COMM CAPITAL RESERVE	270,276.00	0.00	0.00	270,276.00
Total Revenues	<u>\$3,645,213.00</u>	<u>\$1,740.67</u>	<u>\$24.25</u>	<u>\$3,558,006.97</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>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	3,168.62	6,122.59	47,939.20
BUSINESS LICENSES	17,000.00	450.00	587.50	2,000.00
CITY-COUNTY REVENUE SHARING	0.00	0.00	0.00	0.00
CMB & LIQUOR LICENSES	12,000.00	600.00	300.00	3,825.00
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	84,301.69	133,806.67	774,876.39
INTEREST ON INVESTMENTS	35,000.00	1,881.39	3,018.74	27,242.55
LOCAL AD VALOREM TAX REDUCTION	0.00	0.00	0.00	0.00
LOCAL SALES TAX	7,156,155.00	635,948.94	788,697.55	4,333,101.42
MISCELLANEOUS REVENUE	140,000.00	1,799.34	40,404.84	90,746.87
MOTOR VEHICLE TAX	0.00	0.00	0.00	0.00
OTHER LICENSES	500.00	285.00	60.00	1,030.00
PET LICENSES	18,000.00	612.00	601.00	10,884.00
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	700.00
STATE GOVERNMENT AID/GRANT	0.00	1,640.38	2,697.54	6,305.31
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>\$730,787.36</u>	<u>\$976,396.43</u>	<u>\$7,290,475.74</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>GOLF COURSE IMPR. FUND REVENUE</u>				
GOLF COURSE REVENUE	0.00	122.14	113.40	18,499.18
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$122.14	\$113.40	\$18,499.18
<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	14,493.00	13,968.00	154,121.66
Total Revenues	\$219,317.00	\$14,493.00	\$13,968.00	\$154,121.66
<u>LIBRARY EMP. BENEFIT REVENUES</u>				
16/20 M TRUCK TAX	151.00	0.00	0.00	133.12
AD VALOREM PROPERTY TAX	167,020.00	0.00	0.00	157,708.80
DELINQUENT TAXES	0.00	0.00	0.00	2,361.23
MOTOR VEHICLE TAX	11,110.00	0.00	0.00	11,714.11
RECREATIONAL VEHICLE TAX	422.00	0.00	0.00	147.88
Total Revenues	\$178,703.00	\$0.00	\$0.00	\$172,065.14
<u>LIBRARY FUND REVENUES</u>				
16/20 M TRUCK TAX	995.00	0.00	0.00	910.83
AD VALOREM PROPERTY TAX	1,140,430.00	0.00	0.00	1,076,475.05
DELINQUENT TAXES	0.00	0.00	0.00	16,319.91
MOTOR VEHICLE TAX	73,000.00	0.00	0.00	76,914.56
RECREATIONAL VEHICLE TAX	2,775.00	0.00	0.00	970.98
Total Revenues	\$1,217,200.00	\$0.00	\$0.00	\$1,171,591.33
<u>PARK DEVELOPMENT FUND-REVENUE</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>PARKS IMPROVEMENT FUND-REVENUE</u>				
DOG PARK DONATIONS	0.00	0.00	0.00	5,000.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	42,888.52
Total Revenues	\$0.00	\$0.00	\$0.00	\$47,888.52
<u>PUBLIC SAFETY REVENUES</u>				
ANIMAL CONTROL REVENUE	3,000.00	400.00	250.00	2,705.00
COURT APPOINTED REIMBURSEMENT	0.00	65.00	751.31	1,120.00
COURT COSTS	80,000.00	8,677.93	8,451.02	67,840.17
COURT FINES	530,000.00	38,233.07	42,024.17	289,588.97
LOCAL LAB FEES	0.00	0.00	0.00	75.00
Total Revenues	\$613,000.00	\$47,376.00	\$51,476.50	\$361,329.14
<u>PUBLIC WORKS REVENUES</u>				
GRAVE OPENING	4,000.00	850.00	2,400.00	4,610.00
SALE OF CEMETERY LOTS	6,300.00	275.00	1,000.00	6,435.00
Total Revenues	\$10,300.00	\$1,125.00	\$3,400.00	\$11,045.00
<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	\$0.00	\$0.00	\$0.00	\$0.00
<u>SOLID WASTE FUND REVENUES</u>				
INTEREST ON INVESTMENTS	1,100.00	31.85	10.39	408.44
MISCELLANEOUS REVENUE	40,000.00	1,726.00	1,477.80	16,313.95
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
REFUSE COLLECTION	1,250,000.00	106,684.91	105,167.09	744,808.39
YARD WASTE TAGS	1,900.00	236.25	236.25	1,029.00
Total Revenues	\$1,293,000.00	\$108,679.01	\$106,891.53	\$762,559.78

	<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 ALCOHOL FUND REVENUES</u>				
LOCAL ALCOHOL LIQUOR TAX	132,061.00	0.00	0.00	63,380.65
Total Revenues	<u>\$132,061.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$63,380.65</u>
<u>SPECIAL HIGHWAY REVENUES</u>				
CONNECTING LINK MAINTENANCE	44,730.00	11,159.35	11,159.35	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	137,312.59	137,583.15	406,218.30
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
Total Revenues	<u>\$584,600.00</u>	<u>\$148,471.94</u>	<u>\$148,742.50</u>	<u>\$439,696.34</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	0.00	0.00	63,380.63
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$132,061.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$63,380.63</u>
<u>SPORTS COMPLEX-REVENUES</u>				
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	16,000.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,000.00</u>
<u>STORMWATER MANAGEMENT REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
STORMWATER FEE	767,000.00	59,281.48	58,570.73	447,929.23
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>\$59,281.48</u>	<u>\$58,570.73</u>	<u>\$464,429.23</u>
<u>TDD SLS TAX REVENUES</u>				
LOCAL SALES TAX	(56,562.92)	21,739.18	20,952.25	133,934.54
Total Revenues	<u>(\$56,562.92)</u>	<u>\$21,739.18</u>	<u>\$20,952.25</u>	<u>\$133,934.54</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	371.54	252.92	9,207.21
INTEREST-SALES TAX COLLECTION	45,000.00	1,326.92	796.87	29,292.60
LOCAL SALES TAX	2,922,295.00	260,177.00	265,474.00	1,770,446.00
MISCELLANEOUS REVENUE	10,000.00	7,820.80	740.44	24,042.93
NOTE/BOND PROCEEDS	0.00	0.00	0.00	0.00
PENALTY	25,000.00	2,253.29	2,912.12	16,877.37
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
R-9 RANCH REVENUE	250,000.00	125,000.00	125,000.00	125,000.00
SEWER SERVICE CHARGES	2,117,682.00	199,443.35	179,602.43	1,267,105.89
STORMWATER FEE	0.00	0.00	0.00	0.00
TAPS-TURN ONS	35,000.00	2,360.00	5,557.08	33,024.69
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	266,957.87	202,344.95	1,546,663.08
WATER SALES-CONSERVATION RATE	375,950.00	86,600.85	22,834.26	202,678.07
WATER VIOLATION	0.00	100.00	300.00	150.00
Total Revenues	<u>\$8,767,510.00</u>	<u>\$952,411.62</u>	<u>\$805,815.07</u>	<u>\$5,024,487.84</u>
Grand Totals	<u>\$31,554,301.08</u>	<u>\$2,516,412.46</u>	<u>\$2,603,606.07</u>	<u>\$23,331,341.78</u>

City of Hays Expenditures

Month of July 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	23,450.26
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23,450.26</u>
<u>AIRPORT FUND EXPENDITURES</u>				
COMMUNICATION	3,000.00	186.69	176.91	1,141.57
CONTINGENCY	50,000.00	0.00	0.00	0.00
ELECTRICITY	38,000.00	2,554.11	433.47	18,718.01
GENERAL SUPPLIES & MATERIALS	28,400.00	1,522.14	3,905.32	13,565.11
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	500.00	30.00	0.00	30.00
NATURAL GAS	8,000.00	129.77	47.06	4,245.48
NEIGHBORHOOD REVIT REBATE	552.00	0.00	0.00	474.93
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	25,000.00	2,860.00	785.49	10,604.49
OVERTIME	2,000.00	85.58	47.56	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	1,500.84	2,130.89	13,663.61
REPAIRS TO BLDGS & STRUCTURES	24,000.00	919.00	720.92	6,383.05
SALARIES	89,800.00	6,283.85	2,536.37	50,270.79
SEASONAL/PART TIME	5,000.00	1,008.00	0.00	2,835.00
TAX INCREMENT FINANCING DIST	2,754.00	0.00	0.00	2,595.14
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	191.56	94.34	2,233.16
UNIFORMS	800.00	55.35	49.40	296.82
Total Expenditures	<u>\$381,649.00</u>	<u>\$17,326.89</u>	<u>\$10,927.73</u>	<u>\$214,593.32</u>
<u>BALLFIELD MAINTENANCE</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	7,000.00	0.00	0.00	4,043.29
COMMUNICATION	600.00	21.85	27.77	171.85
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	1,500.00	328.66	89.34	777.16
GENERAL SUPPLIES & MATERIALS	11,500.00	176.33	284.94	3,249.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	850.00	0.00
OTHER CONTRACTUAL SERVICES	6,000.00	129.43	583.56	274.78
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	57.00	489.81	2,544.04
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>\$713.27</u>	<u>\$2,325.42</u>	<u>\$11,145.12</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>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	18,000.00	34.86	0.00	5,972.61
COMMUNICATION	600.00	17.77	19.25	137.67
CONTINGENCY	0.00	0.00	0.00	0.00
ELECTRICITY	55,000.00	2,634.55	4,510.07	23,291.76
EQUIPMENT EXPENSE	4,500.00	296.17	107.70	702.29
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	18.92	0.00	101.31
EQUIPMENT EXPENSE	0.00	0.00	0.00	57.02
EQUIPMENT EXPENSE	0.00	16.68	0.00	356.16
EQUIPMENT EXPENSE	0.00	0.00	0.00	1,433.10
EQUIPMENT EXPENSE	0.00	0.00	0.00	1,583.64
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	0.00	160.35	-137.26
FUEL EXPENSE	0.00	22.12	86.15	148.01
FUEL EXPENSE	0.00	36.49	68.78	109.46
FUEL EXPENSE	0.00	9.98	67.45	69.97
FUEL EXPENSE	0.00	85.89	0.00	334.49
FUEL EXPENSE	0.00	153.35	237.40	280.66
FUEL EXPENSE	0.00	98.91	212.03	333.63
FUEL EXPENSE	0.00	68.27	94.90	276.40
FUEL EXPENSE	0.00	75.91	87.81	224.44
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	-160.35	137.26
GENERAL SUPPLIES & MATERIALS	35,700.00	3,763.75	787.82	17,006.13
NATURAL GAS	3,000.00	26.63	30.48	384.33
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	576.53	6,443.07	1,423.04
OVERTIME	2,000.00	170.83	44.64	261.96
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	1,200.00	227.75	0.00	507.75
REPAIRS TO BLDGS & STRUCTURES	8,000.00	322.35	673.38	6,803.96
SALARIES	24,626.00	1,822.16	0.00	10,095.68
SEASONAL/PART TIME	28,900.00	3,472.00	3,310.75	13,519.00
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	197.64	25.96	308.82
Total Expenditures	<u>\$226,051.00</u>	<u>\$14,149.51</u>	<u>\$16,807.64</u>	<u>\$111,780.90</u>
<u>BOND & INTEREST EXPENDITURES</u>				
BOND PRINCIPAL	990,000.00	0.00	0.00	146,754.55
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	199,366.71
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	0.00	0.00	1,823.71
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
TAX INCREMENT FINANCING DIST	11,221.00	0.00	0.00	9,965.72
TRANSFER TO RESERVE FOR TIF	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$1,452,648.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$357,910.69</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	37,293.15	10,258.11	229,690.11
GENERAL SUPPLIES & MATERIALS	4,000.00	0.00	0.00	166.81
NATURAL GAS	30,000.00	938.82	483.59	16,172.32
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	26,060.00	2,044.04	1,985.92	14,152.28
PROJECTS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	5,000.00	0.00	246.08	256.20
Total Expenditures	<u>\$517,060.00</u>	<u>\$40,276.01</u>	<u>\$12,973.70</u>	<u>\$260,437.72</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	14.54	13.43	77.47
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	1,700.00	0.00	162.32	415.67
GENERAL SUPPLIES & MATERIALS	7,400.00	217.19	625.00	2,599.98
NEW EQUIPMENT	800.00	0.00	0.00	278.34
OTHER CONTRACTUAL SERVICES	1,200.00	19.50	18.00	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	39.59	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>\$290.82</u>	<u>\$818.75</u>	<u>\$6,197.40</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	11,706.25	6,500.00	66,631.00
Total Expenditures	<u>\$101,000.00</u>	<u>\$11,706.25</u>	<u>\$6,500.00</u>	<u>\$67,031.00</u>
<u>CITY COMMISSION</u>				
COMMUNICATION	0.00	0.00	0.00	0.00
FINANCIAL POLICY PROJ-CAPITAL	1,457,534.00	0.00	0.00	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	24,959.94	0.00
SALARIES	9,000.00	750.00	750.00	5,550.00
TRAVEL & TRAINING	20,000.00	0.00	1,562.53	10,473.14
Total Expenditures	<u>\$1,489,034.00</u>	<u>\$750.00</u>	<u>\$27,272.47</u>	<u>\$18,852.47</u>
<u>CITY MANAGER</u>				
COMMUNICATION	3,700.00	213.39	203.34	1,314.46
CONTINGENCY	100,000.00	5,050.47	150.00	40,048.84
EXPENSE ALLOWANCE-CAR	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	2,200.00	0.00	12.40	202.24
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	143.00	268.24	22,336.26
OVERTIME	3,500.00	333.16	192.38	2,095.05
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	313,557.00	29,005.23	22,242.29	189,935.20
TRAVEL & TRAINING	29,000.00	1,238.22	924.54	11,080.67
Total Expenditures	<u>\$486,957.00</u>	<u>\$35,983.47</u>	<u>\$23,993.19</u>	<u>\$267,012.72</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	115.98	332.78	1,155.04
CONTINGENCY	416,357.00	7,634.00	0.00	33,068.77
ELECTRICITY	9,000.00	910.95	0.00	4,646.34
GENERAL SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	90,000.00	6,263.05	13,107.50	49,065.26
NATURAL GAS	1,500.00	32.85	0.00	1,302.94
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	5,000.00	575.51	80.63	1,726.53
OTHER CONTRACTUAL SERVICES	80,000.00	4,494.83	7,813.69	47,130.56
OUTSIDE AGENCIES	64,181.00	0.00	0.00	59,130.00
OVERTIME	1,500.00	0.00	0.00	866.20
PROJECTS	74,000.00	0.00	0.00	0.00
PROMOTIONS	80,000.00	10,135.18	3,343.42	27,566.23
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	6,000.00	77.00	65.00	2,726.86
SALARIES	227,753.00	11,314.60	16,186.93	74,818.17
SEASONAL/PART TIME	8,150.00	1,519.88	1,465.75	4,596.29
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	1,770.51	110.55	3,980.54
Total Expenditures	<u>\$1,226,536.00</u>	<u>\$44,844.34</u>	<u>\$42,506.25</u>	<u>\$449,950.73</u>
<u>DEBT SERVICE</u>				
INT-REVENUE BND PAYMENT 2009A	129,070.00	10,755.83	11,349.58	75,290.81
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
PWWSD #15	0.00	0.00	0.00	0.00
REV BOND PAYMENT 2009-A	290,000.00	24,166.66	23,750.00	169,166.62
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>\$35,099.58</u>	<u>\$244,457.43</u>
<u>DEBT SERVICE - SALES TAX</u>				
PRINCIPAL PAYMENT-SLS TX BOND	0.00	0.00	0.00	0.00
PWWSD #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	131.28	127.22	1,086.81
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	54.64	38.35	149.85
OTHER CONTRACTUAL SERVICES	2,700.00	161.44	121.90	411.38
OVERTIME	47,165.00	5,133.56	4,928.79	26,285.92
SALARIES	495,307.00	32,093.94	31,253.59	277,302.03
TRAVEL & TRAINING	9,000.00	390.00	0.00	2,335.20
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$565,122.00</u>	<u>\$37,964.86</u>	<u>\$36,469.85</u>	<u>\$307,935.95</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	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	125.00
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</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	2,400.00	2,400.00	2,400.00
OTHER CONTRACTUAL SERVICES	214,378.00	175.00	100,175.00	115,993.92
Total Expenditures	<u>\$229,378.00</u>	<u>\$2,575.00</u>	<u>\$102,575.00</u>	<u>\$118,393.92</u>
<u>ELLIS CO. SALES TAX-EXPENDITUR</u>				
OTHER CONTRACTUAL SERVICES	0.00	150,651.43	315,446.76	1,045,249.45
Total Expenditures	<u>\$0.00</u>	<u>\$150,651.43</u>	<u>\$315,446.76</u>	<u>\$1,045,249.45</u>
<u>EMPLOYEE BENEFIT EXPENDITURES</u>				
CONTINGENCY	300,000.00	0.00	0.00	0.00
EMPLOYEE RETIREMENT	1,227,679.00	84,816.96	80,625.87	678,953.07
HEALTH INSURANCE	1,719,500.00	147,008.48	118,767.46	1,189,219.57
NEIGHBORHOOD REVIT REBATE	6,615.00	0.00	0.00	5,590.30
OTHER CONTRACTUAL SERVICES	48,055.00	3,211.99	3,292.94	23,126.33
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
SOCIAL SECURITY	690,522.00	49,236.15	48,413.02	378,534.19
TAX INCREMENT FINANCING DIST	31,578.00	0.00	0.00	30,547.91
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	4,882.69	2,892.29	12,183.50
WORKERS COMPENSATION	180,000.00	0.00	0.00	188,631.00
Total Expenditures	<u>\$4,222,002.00</u>	<u>\$289,156.27</u>	<u>\$253,991.58</u>	<u>\$2,506,785.87</u>
<u>FINANCE/CITY CLERK</u>				
COMMUNICATION	1,300.00	89.26	243.68	546.18
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	148.20	242.40	4,886.06
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	7,500.00	78.88	125.44	2,660.23
OVERTIME	500.00	78.83	0.00	514.63
PROFESSIONAL SERVICES	40,000.00	41,043.00	0.00	41,043.00
PROJECTS	8,000.00	239.98	0.00	7,228.98
SALARIES	298,503.00	21,277.37	21,331.65	171,160.70
TRAVEL & TRAINING	7,000.00	228.31	185.09	331.21
Total Expenditures	<u>\$380,503.00</u>	<u>\$63,183.83</u>	<u>\$22,128.26</u>	<u>\$229,943.28</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	529.04	543.14	3,420.71
CONTINGENCY	5,000.00	0.00	1,012.65	0.00
EQUIPMENT EXPENSE	48,700.00	531.50	527.30	5,018.97
EQUIPMENT EXPENSE	0.00	0.00	0.00	95.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	165.25	40.16	4,545.49
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	537.72	454.10	7,510.88
EQUIPMENT EXPENSE	0.00	72.92	140.25	197.40
EQUIPMENT EXPENSE	0.00	2,572.49	1,700.00	8,287.38
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	3,349.11	3,008.35
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	1.60
EQUIPMENT EXPENSE	0.00	0.00	0.00	766.74
EQUIPMENT EXPENSE	0.00	0.00	766.11	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	4,062.73	1,230.80	19,633.60
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	800.00	32.61	144.00	354.07
NEW EQUIPMENT	0.00	0.00	-122.39	0.00
OTHER CONTRACTUAL SERVICES	4,000.00	138.70	494.85	3,130.78
OVERTIME	124,000.00	10,657.28	9,670.25	75,337.17
PAID PER CALL	22,000.00	1,040.84	1,170.69	13,219.62
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	1,828.76	1,806.32	19,260.00
SALARIES	1,077,003.00	72,680.89	77,326.58	612,529.33
TRAINING CERTIFICATION	15,000.00	0.00	0.00	899.13
TRAVEL & TRAINING	33,200.00	190.70	2,354.95	17,934.86
UNIFORMS	10,100.00	3,183.23	302.97	4,432.86
Total Expenditures	\$1,431,603.00	\$98,224.66	\$102,911.84	\$801,035.44
<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	\$43,241.91	\$59,384.53	\$303,715.10

	<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	1,040.00	1,445.12	35,007.52
COMMUNICATION	2,800.00	154.99	174.59	942.00
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	2,000.00	506.08	164.26	750.36
GENERAL SUPPLIES & MATERIALS	29,000.00	1,017.20	2,170.80	14,146.17
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	32.20	19.40	215.01
OTHER CONTRACTUAL SERVICES	33,800.00	1,928.00	2,868.25	15,990.34
OVERTIME	7,000.00	2,175.04	1,810.59	7,726.20
PRO SHOP CR CARD ACTIVITY	0.00	130.74	2,228.31	-383.81
PROJECTS	70,000.00	0.00	0.00	0.00
RENTALS	1,500.00	206.36	0.00	561.86
REPAIRS TO BLDGS & STRUCTURES	12,000.00	0.00	68.28	7,593.61
SALARIES	132,729.00	11,187.24	9,735.60	80,947.56
SEASONAL/PART TIME	43,400.00	9,221.50	7,400.00	32,160.00
TRAVEL & TRAINING	2,800.00	43.06	40.91	50.54
UNIFORMS	1,000.00	413.50	0.00	475.30
Total Expenditures	\$415,929.00	\$28,055.91	\$28,126.11	\$196,182.66
<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	0.00
INTEREST COUPONS	90,524.00	0.00	0.00	45,261.88
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$215,524.00	\$0.00	\$0.00	\$45,261.88
<u>HUMAN RESOURCES</u>				
COMMUNICATION	1,000.00	51.74	67.92	310.55
LEGAL PUBLICATIONS & PRINTING	11,000.00	797.26	1,843.49	9,347.10
ORGANIZATION DEVELOPMENT	29,500.00	1,339.64	1,139.76	9,890.09
OTHER CONTRACTUAL SERVICES	2,500.00	720.00	0.00	1,127.52
OVERTIME	250.00	0.00	0.00	100.80
PROFESSIONAL SERVICES	42,200.00	2,076.10	3,482.50	14,395.05
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	113,409.00	7,702.78	8,243.77	61,514.79
TRAVEL & TRAINING	5,000.00	10.50	299.00	2,253.10
Total Expenditures	\$204,859.00	\$12,698.02	\$15,076.44	\$98,939.00
<u>INFORMATION TECHNOLOGY</u>				
COMMUNICATION	3,550.00	154.74	255.99	1,293.80
EQUIPMENT EXPENSE	9,250.00	64.99	339.27	1,995.67
GENERAL SUPPLIES & MATERIALS	3,500.00	311.51	137.70	2,220.72
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NEW EQUIPMENT	26,780.00	5,694.65	256.10	12,473.23
OFFICE SUPPLIES	15,450.00	754.00	456.10	3,664.91
OTHER CONTRACTUAL SERVICES	187,260.00	5,802.94	6,937.37	114,080.10
OVERTIME	1,200.00	170.61	41.00	1,052.12
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	283,185.00	20,713.84	20,308.47	166,989.57
TRAVEL & TRAINING	15,750.00	523.88	100.00	1,229.63
Total Expenditures	\$545,925.00	\$34,191.16	\$28,832.00	\$304,999.75

	<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	6,036.10	3,013.72	33,133.56
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
INSURANCE & SURETY BONDS	250,000.00	207,023.00	209,661.00	211,094.00
OFFICE SUPPLIES	24,500.00	720.32	203.48	9,869.75
OTHER CONTRACTUAL SERVICES	12,500.00	1,276.51	766.44	10,597.89
Total Expenditures	\$342,500.00	\$215,055.93	\$213,644.64	\$264,695.20
<u>LIBRARY EMP. BENEFIT EXPENDITURE</u>				
NEIGHBORHOOD REVIT REBATE	450.00	0.00	0.00	386.68
OTHER CONTRACTUAL SERVICES	179,200.00	77,600.39	67,485.21	179,200.00
TAX INCREMENT FINANCING DIST	2,343.00	0.00	0.00	2,112.92
Total Expenditures	\$181,993.00	\$77,600.39	\$67,485.21	\$181,699.60
<u>LIBRARY FUND EXPENDITURES</u>				
NEIGHBORHOOD REVIT REBATE	3,000.00	0.00	0.00	2,639.32
OTHER CONTRACTUAL SERVICES	1,227,000.00	534,786.54	517,482.99	1,227,000.00
TAX INCREMENT FINANCING DIST	15,388.00	0.00	0.00	14,422.30
Total Expenditures	\$1,245,388.00	\$534,786.54	\$517,482.99	\$1,244,061.62
<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	35.37	132.00	272.03
OTHER CONTRACTUAL SERVICES	6,700.00	227.11	234.92	2,024.95
OVERTIME	3,000.00	0.00	117.34	219.66
PROFESSIONAL SERVICES	35,000.00	2,680.00	2,160.00	14,184.00
PROJECTS	0.00	0.00	0.00	0.00
SAFE RIDE	0.00	0.00	0.00	0.00
SALARIES	113,313.00	8,196.05	8,035.29	66,562.58
TRAVEL & TRAINING	1,000.00	0.00	0.00	100.00
Total Expenditures	\$160,213.00	\$11,138.53	\$10,679.55	\$83,363.22
<u>P.W.-GENERAL ADMINISTRATION</u>				
COMMUNICATION	3,300.00	235.91	246.93	1,519.58
CONTINGENCY	5,000.00	426.76	0.00	3,902.24
GENERAL SUPPLIES & MATERIALS	5,000.00	657.15	209.69	2,096.17
OFFICE SUPPLIES	5,100.00	30.77	130.93	1,142.26
OTHER CONTRACTUAL SERVICES	2,200.00	233.91	0.00	233.91
OVERTIME	500.00	0.00	0.00	51.98
PROFESSIONAL SERVICES	20,000.00	5,725.00	0.00	7,657.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	239,756.00	12,158.62	17,334.78	142,986.24
TRAVEL & TRAINING	8,000.00	571.20	292.00	2,169.56
Total Expenditures	\$288,856.00	\$20,039.32	\$18,214.33	\$161,758.94
<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	254.04	501.93	13,236.54
COMMUNICATION	2,500.00	178.23	201.02	1,171.06
CONTINGENCY	5,000.00	276.75	274.85	2,374.32
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	8,000.00	263.53	284.82	4,594.79
GENERAL SUPPLIES & MATERIALS	48,500.00	2,510.88	2,186.17	23,762.75
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	0.00	0.00	146.02
OTHER CONTRACTUAL SERVICES	24,000.00	990.91	771.32	12,965.08
OVERTIME	10,000.00	942.34	2,012.82	7,443.48
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	800.00	0.00	28.63	0.00
REPAIRS TO BLDGS & STRUCTURES	19,900.00	2,036.00	1,199.85	11,214.32
SALARIES	622,941.00	41,190.13	41,892.21	358,964.00
SEASONAL/PART TIME	97,920.00	17,038.62	18,219.00	62,908.02
TRAVEL & TRAINING	4,000.00	99.61	227.77	1,140.52
UNIFORMS	5,100.00	657.84	270.67	2,874.20
Total Expenditures	<u>\$871,761.00</u>	<u>\$66,438.88</u>	<u>\$68,071.06</u>	<u>\$505,967.52</u>
<u>PARKS IMPROVEMENT FUND-EXPEND</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	36,482.26
PROJECTS	0.00	0.00	5,181.55	435.52
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$5,181.55</u>	<u>\$36,917.78</u>
<u>PLANNING INSPECTION ENFORCEMEN</u>				
COMMUNICATION	6,700.00	320.68	235.67	3,055.01
EQUIPMENT EXPENSE	3,000.00	5.78	0.00	650.33
GENERAL SUPPLIES & MATERIALS	1,500.00	41.00	19.98	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	705.37	268.08	3,784.29
OVERTIME	8,000.00	274.89	490.54	1,382.66
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	26,680.00	4,922.54	0.00	14,597.06
SALARIES	277,888.00	17,881.95	20,010.77	159,892.05
SEASONAL/PART TIME	11,822.00	1,292.29	1,255.23	9,955.46
TRAVEL & TRAINING	20,000.00	26.72	673.72	4,806.11
UNIFORMS	1,200.00	0.00	0.00	455.00
Total Expenditures	<u>\$363,790.00</u>	<u>\$25,471.22</u>	<u>\$22,953.99</u>	<u>\$198,813.01</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	88.96	149.97	733.63
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	48,000.00	1,292.72	172.48	27,652.66
GENERAL SUPPLIES & MATERIALS	190,000.00	7,509.08	19,435.26	60,223.18
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	105.00	3,583.74
OVERTIME	15,900.00	253.54	597.44	5,889.42
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	2,500.00	450.00	318.67	1,146.30
REPAIRS TO BLDGS & STRUCTURES	0.00	0.00	0.00	130.00
SALARIES	606,563.00	43,909.98	35,698.53	303,289.84
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	76.66	-76.35	2,171.86
UNIFORMS	6,200.00	515.24	271.82	2,792.97
Total Expenditures	<u>\$933,563.00</u>	<u>\$54,201.18</u>	<u>\$56,672.82</u>	<u>\$415,061.10</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	82,000.00	82,000.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$164,000.00</u>	<u>\$0.00</u>	<u>\$82,000.00</u>	<u>\$82,000.00</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	70.63	87.26	444.82
CONTINGENCY	50,000.00	0.00	421.25	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	281.79	303.45	1,820.44
EQUIPMENT EXPENSE	10,900.00	403.93	347.12	2,248.83
GENERAL SUPPLIES & MATERIALS	23,240.00	788.69	1,154.91	6,331.61
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	0.00	0.00
NATURAL GAS	2,400.00	24.67	22.99	1,316.01
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	33,298.50	35,866.86	177,717.36
OVERTIME	5,500.00	311.07	495.33	2,788.33
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	75.00	1,353.49
SALARIES	360,086.00	25,662.98	25,458.79	207,247.19
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	78.42	36.90	1,187.52
UNIFORMS	4,000.00	402.37	219.65	1,642.39
UTILITY-WATER	410.00	0.00	51.75	166.60
Total Expenditures	<u>\$1,401,604.00</u>	<u>\$61,323.05</u>	<u>\$64,541.26</u>	<u>\$829,111.85</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	30,000.00	30,000.00
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>\$30,000.00</u>	<u>\$121,834.00</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	231.25	208.13	197,277.05
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	208,740.14
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	19,964.34	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	1,435.45	412.80	8,005.23
BUDGETED CAPITAL PROJECTS	0.00	0.00	80.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
CONTINGENCY	50,000.00	0.00	0.00	0.00
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>\$1,666.70</u>	<u>\$20,665.27</u>	<u>\$534,680.42</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	7,437.47	1,458.31	60,075.05
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00
Total Expenditures	<u>\$283,679.00</u>	<u>\$7,437.47</u>	<u>\$1,458.31</u>	<u>\$60,075.05</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	72.70	66.72	618.53
CONTINGENCY	50,000.00	1,718.79	2,170.00	10,950.90
DEBT SERVICES	250,000.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	7,500.00	0.00	0.00	1,379.20
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	4,321.82	2,368.12	7,136.52
PROFESSIONAL SERVICES	22,000.00	11,004.50	0.00	11,004.50
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	52,604.00	3,970.16	0.00	31,761.28
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	10.50	0.00	443.66
UNIFORMS	200.00	0.00	0.00	0.00
Total Expenditures	<u>\$911,574.00</u>	<u>\$21,098.47</u>	<u>\$4,604.84</u>	<u>\$150,973.59</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	7,438.90	11,704.00	21,802.40
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	11,000.00	119.55	766.92	10,134.14
GENERAL SUPPLIES & MATERIALS	9,700.00	0.00	56.01	2,680.67
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	215.50	528.45	13,154.78
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	0.00	121.00	2,182.09
TRAVEL & TRAINING	0.00	0.00	0.00	0.00
Total Expenditures	\$100,700.00	\$7,773.95	\$13,176.38	\$50,242.77
<u>TDD SLS TAX EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	24,665.11	22,126.09	155,245.56
Total Expenditures	\$0.00	\$24,665.11	\$22,126.09	\$155,245.56
<u>UTILITIES DEPT./WATER CONSERV.</u>				
COMMUNICATION	500.00	122.31	17.01	274.04
GENERAL SUPPLIES & MATERIALS	2,500.00	0.00	207.07	1,456.34
GRANT FUNDING	5,000.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	0.00	32.61
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	12,698.59	13,635.80	56,469.45
SALARIES	53,131.00	4,009.88	3,892.32	32,079.03
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	2,000.00	0.00	0.00	1,395.52
UNIFORMS	200.00	0.00	0.00	0.00
Total Expenditures	\$270,331.00	\$16,830.78	\$17,752.20	\$91,706.99
<u>W/S NON-OPERATING EXPENDITURES</u>				
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
CLEAN DRINKING WATER FEE	20,000.00	4,201.86	4,319.19	11,967.54
CONTINGENCY	50,000.00	0.00	4,883.00	3,108.08
GRANT FUNDING	0.00	0.00	0.00	0.00
INTEREST ON METER DEPOSITS	1,000.00	21.22	20.90	149.47
OTHER CONTRACTUAL SERVICES	0.00	1,739.31	1,368.43	9,977.58
PROJECTS	0.00	0.00	0.00	0.00
R-9 RANCH EXPENDITURES	315,000.00	8,750.00	9,050.00	108,619.15
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	5,844.48	7,529.03	50,475.89
Total Expenditures	\$6,067,790.00	\$20,556.87	\$27,170.55	\$2,260,611.71

	<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	3,059.07	3,649.13	31,487.93
COMMUNICATION	3,000.00	175.10	217.96	1,162.93
ELECTRICITY	192,050.00	13,793.02	212.01	107,183.99
EQUIPMENT EXPENSE	92,400.00	5,088.91	1,016.46	31,616.03
GENERAL SUPPLIES & MATERIALS	28,000.00	1,443.26	1,425.83	12,156.73
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	27,505.00	620.15	998.62	10,323.43
OFFICE SUPPLIES	600.00	8.39	29.88	179.09
OTHER CONTRACTUAL SERVICES	186,050.00	2,042.66	712.33	15,503.69
OVERTIME	17,000.00	873.11	533.72	5,565.01
PROFESSIONAL SERVICES	29,906.00	2,273.40	1,728.00	9,045.26
PROJECTS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	30,000.00	403.76	3,677.26	696.92
SALARIES	438,163.00	33,096.27	32,537.86	262,273.39
SEASONAL/PART TIME	24,145.00	710.94	738.61	5,756.52
TRAVEL & TRAINING	4,500.00	0.00	469.10	1,728.05
UNIFORMS	4,500.00	237.98	192.38	1,632.52
Total Expenditures	<u>\$1,143,791.00</u>	<u>\$63,826.02</u>	<u>\$48,139.15</u>	<u>\$496,311.49</u>
<u>WATER PRODUCTION & DIST.</u>				
CHEMICALS	517,810.00	44,273.54	41,312.39	260,333.29
COMMUNICATION	5,250.00	287.57	305.81	1,747.44
ELECTRICITY	275,700.00	19,834.94	2,780.85	144,645.03
EQUIPMENT EXPENSE	57,824.00	2,613.67	8,706.42	18,861.50
GENERAL SUPPLIES & MATERIALS	42,000.00	2,400.47	4,307.73	16,559.54
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	3,150.00	0.00	205.49	948.19
NATURAL GAS	12,450.00	28.21	0.00	3,819.47
OFFICE SUPPLIES	1,150.00	31.37	0.50	920.69
OTHER CONTRACTUAL SERVICES	94,350.00	8,875.04	2,570.05	28,793.20
OVERTIME	22,000.00	2,350.00	2,432.33	16,377.09
PROFESSIONAL SERVICES	15,540.00	0.00	0.00	11,370.41
PROJECTS	36,806.00	0.00	0.00	0.00
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	4,775.00	63.43	0.00	1,038.89
SALARIES	581,969.00	42,310.23	42,627.96	314,844.90
SEASONAL/PART TIME	13,661.00	639.00	748.00	5,516.88
TRAVEL & TRAINING	4,500.00	25.00	45.00	1,570.30
UNIFORMS	5,000.00	370.58	239.76	2,513.24
Total Expenditures	<u>\$1,693,935.00</u>	<u>\$124,103.05</u>	<u>\$106,282.29</u>	<u>\$829,860.06</u>
Grand Totals	<u>\$35,023,660.00</u>	<u>\$2,466,216.60</u>	<u>\$2,715,443.45</u>	<u>\$17,931,122.58</u>

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 8-27-15

TOPIC:

Mayoral Appointments for Approval

ACTION REQUESTED:

Consider approving Mayor Phelps' proposed appointments to the Building Trades Board, Hays Public Library Board and Sister Cities Advisory Board.

NARRATIVE:

The following appointments were recommended at the August 13, 2015 City Commission meeting and are now being presented for approval.

Building Trades Board

Neal Younger (Midwest Energy) – 4-year term to expire 8-27-19 (1st term)

Hays Public Library Board

Lauren Lowry – unexpired term to expire 4-30-17 (2nd term – non-consecutive)

Sister Cities Advisory Board

Vincent Bowhay – unexpired term to expire 1-1-18 (1st term)

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mayor Phelps

ADMINISTRATION RECOMMENDATION:

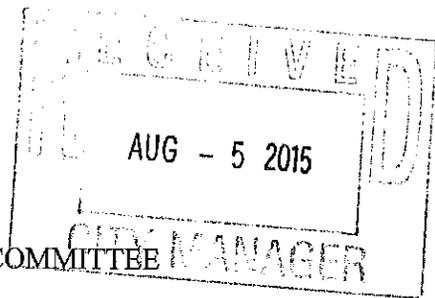
N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Applications



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

NAME: Neal Younger

ADDRESS: 891 Main Munjor

DAY TIME PHONE NUMBER: 785-623-8592 EVENING PHONE NUMBER: 785-628-6840

E-MAIL ADDRESS: nyounger@mwenergy.com

PLACE OF EMPLOYMENT: Midwest Energy Inc.

HOW LONG HAVE YOU BEEN A RESIDENT OF HAYS? life

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: Building Trades

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? Whatever is needed.

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

IF YES, EXPLAIN: my knowledge.

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF HAYS. To help the city of Hays to keep growing and create more and better jobs for Hays and the area.

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

Was involved with Hays rec. Was involved in FAST for Hays High School.

SIGNATURE: Neal Younger DATE: 8-5-2015

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: lauren_lowry@ksd.uscourts.gov

Date: 4/13/2015

Name: Lauren M. Lowry

Address: 2401 Ash St.

Day Time Phone Number: 785-231-4325

Evening Phone Number:

Place of Employment: US District Court

How long have you been a Resident of Hays: 3.5 years

Name of Board(s) you are interested in serving on: Hays Public Library

How much time could you devote per month: 4 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 previously helped complete a Library Board term when a member resigned, and enjoyed the experience. I think our library is a wonderful asset to the community, and am willing to help again.

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community: First Presbyterian Church Hays[deacon, various committees]; First Presbyterian Church Topeka [elder, various committees]; Junior League of Topeka [board, various committees]; Kiwanis

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

Email: vebowhay@fhsu.edu

Date: 7/31/2015

Name: Vincent Bowhay

Address: 517 MISSION MT APT 8 HAYS KS 67601

Day Time Phone Number: 7859694245

Evening Phone Number: 7859694245

Place of Employment: Fort Hays State University

How long have you been a Resident of Hays: 5 years

Name of Board(s) you are interested in serving on: I am looking to serve Hays in any capacity that is needed.

How much time could you devote per month: A couple of hours each week or as needed

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

If Yes, Explain: N/A

Briefly describe why you are interested in serving on a Board/Committee for the City of Hays: I am proud to call Hays my home and I love working at Fort Hays State University. When I help students plan events, or when I am hosting an Encore Series or Sebelius event, I know that I am helping to create a vibrant community. Making Hays a desirable location for businesses and families is my ultimate goal. I want to give back to the city that has given me so much over the past five years.

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community: In addition to planning the Encore Series and Sebelius Lecture Series at FHSU, I currently serve on the Hays Arts Council Board of Directors. I also am on the leadership team for the HAYP Leadership Committee and meet with them on a monthly basis. I try to attend as many Chamber chats as possible and host a few each year.

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 8-27-15

TOPIC:

Midwest Energy Activities Update

ACTION REQUESTED:

Hear an update from Earnie Lehman and Bill Dowling on the Goodman Energy Center and transmission line upgrades.

NARRATIVE:

N/A

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Earnie Lehman, Midwest Energy
Bill Dowling, Midwest Energy

ADMINISTRATION RECOMMENDATION:

N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

None

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 8-27-15

TOPIC:

Dog Park Shelters

ACTION REQUESTED:

Approve the transfer of funds totaling \$18,840.75 from the Friends of the Hays Dog Park to the City of Hays Park Development Fund to cover the costs for the installation of a 16' x 16' and a 20' x 20' shelter from Quality Structures Incorporated for an amount of \$15,000 as well as concrete and supplies for \$3,840.75.

NARRATIVE:

On October 24, 2013 the City Commission approved the items outlined in Phase 1 and Phase 2 of the Hays Dog Park project with all funding being provided by the FHDP. Phase 1 and 2 included all standard requirements relating to a properly functioning dog park such as fencing, parking lot, staging area, dog water stations, waste stations and signage. The FHDP are now requesting permission to begin Phase 3 of the Hays Dog Park project with the installation of two shelters identified in Phase 3 for a total cost of \$18,480.75 including concrete.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Jeff Boyle, Director of Parks

ADMINISTRATION RECOMMENDATION:

As Director of Parks, I recommend approving the request from the FHDP for two (2) new shelters and concrete for the Hays Dog Park.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Memo from the Director of Parks
Shelter Request Letter from the Friends of the Hays Dog Park
Copy of Phase 3 Items for the Hays Dog Park
Visual of the Proposed Shelters to be installed
Visual of Shelter Locations

Commission Work Session Agenda

Memo

From: Jeff Boyle, Director of Parks

Work Session: August 20, 2015

Subject: Dog Park Shelters

Person(s) Responsible: Jeff Boyle, Director of Parks

Summary

The Friends of the Hays Dog Park (FHDP) worked to implement a dog park in Hays. Phase 1 and Phase 2 have been completed and they are requesting to begin the third and final phase. All funds for the dog park have come from the FHDP via fundraisers and grants. The FHDP are requesting approval to transfer funds totaling \$18,840.75 from the Friends of the Hays Dog Park to the City of Hays Park Development Fund to cover the costs for the installation of a 16' x 16' and a 20' x 20' shelter from Quality Structures Incorporated (QSI) for a total amount of \$15,000 as well as concrete and supplies for \$3,840.75. The remainder of the items in Phase 3 have minimal costs and can be purchased after the FHDP have obtained adequate funds to cover the costs.

Background

The FHDP approached the Hays City Commission in 2011 requesting permission to build a dog park in Hays. As things progressed and a location was approved at the Bickle-Schmidt Sports Complex the group requested approval to complete the dog park in three (3) phases. On October 24, 2013 the City Commission approved the items outlined in Phase 1 and Phase 2 with all funding being provided by the FHDP. Phase 1 and 2 included all standard requirements relating to a properly functioning dog park such as fencing, parking lot, staging area, dog water stations, waste stations and signage. All items under Phase 1 and 2 have been completed at this time for a total cost of \$53,342.65. The FHDP are now requesting permission to begin Phase 3 of the Hays Dog Park project with the installation of two shelters.

Discussion

The FHDP are requesting approval to proceed with Phase 3 with all funding obtained by the FHDP via fundraisers and a Dane G. Hansen Community Grant through the Heartland Community Foundation. As was the case with Phase 1 and 2, the City of Hays will not be required to assist financially with items in Phase 3 with the exception of staff labor to pour the necessary concrete for the shelters and sidewalk. The immediate intent of the group is to seek approval for the installation of two (2) shelters identified in Phase 3 with a total cost of \$18,480.75 including concrete. The small dog park shelter is 16' x 16' feet in size and the large dog park is 20' x 20'. The group viewed a wide variety of shelters located in our city parks and liked the cost effective yet well designed shelter at Ekey

Park which was installed by QSI in 2013. The group contacted QSI and was given a total price of \$15,000 for both shelters. The remaining \$3,480.75 will be used by the city for concrete and materials with City Staff providing labor for pouring the concrete. The price quoted is actually below standard QSI pricing as part of a donation to the FHDP from QSI. Administrative Staff will oversee the entire project from start to finish.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The FHDP will transfer an amount of \$18,480.75 to the City of Hays Park Development Fund. This amount will cover all costs associated with the installation of two (2) shelters as well as concrete and supplies for the sidewalks and shelter pads. The City of Hays will not be required to assist financially with these items except for staff labor to pour the necessary concrete for the shelters and sidewalks.

Options

The City Commission has the following options:

- Accept funds totaling \$18,840.75 from the FHDP for the installation of two (2) shelters from QSI (\$15,000) as well as concrete and supplies for shelter pads and sidewalks (\$3,840.75) which will be formed and poured by City Staff.
- Do nothing at this time

Recommendation

Staff recommends accepting funds from the FHDP totaling \$18,840.75 and approving the request from the FHDP to allow QSI to install a 16' x 16' shelter in the small dog park and a 20' x 20' shelter in the large dog park for a total amount of \$15,000. The remaining funds (\$3,840.75) will be used by staff for concrete and materials for sidewalks and shelter pads. These shelters will provide much needed shade for visitors to the dog park.

Action Requested

Approve the transfer of funds totaling \$18,840.75 from the Friends of the Hays Dog Park to the City of Hays Park Development Fund to cover the costs for the installation of a 16' x 16' and a 20' x 20' shelter from Quality Structures Incorporated for an amount of \$15,000 as well as concrete and supplies for \$3,840.75. The remainder of the items in Phase 3 have minimal costs and may be purchased after the FHDP have obtained adequate funds to cover all costs.

Supporting Documentation

Shelter request letter from the Friends of the Hays Dog Park
Copy of Phase 3 items for the Hays Dog Park
Visual of the proposed shelters to be installed
Visual of shelter locations



P.O. Box 1614
Hays, KS 67601

Jeff Boyle
Director of Parks
P.O. Box 490
Hays, KS 67601

Dear Jeff,

I am writing to request that the Friend of the Hays Dog Park be allowed to proceed on the purchase and installation of two shelters for the amount of \$15,000 and the associated concrete work for the amount of \$3480.75 to install the shelters. The Friends have looked at the city shelters that were built and installed by QSI and feel that these would be perfect for the park. We contact QSI and were able to get a good price for a 16 x 16 shelter and a 20 X 20 shelter. The Friends have received a Dane G. Hansen Community Grant, through the Heartland Community Foundation, for the amount of \$5,000 to be used on shelters. The remainder of the funds for the project will come from money raised by the Friends. No city funds will be used for the project.

We respectfully asked that we be allowed to move forward with this project.

Sincerely,

Kim Perez
President, Friends of the Hays Dog Park

PHASE 3

<u>DESCRIPTION</u>	<u>PROJECTED COST</u>	<u>LABOR BY</u>
Benches (5)	\$ 1,400.00	city
Pet waste stations (3)	\$ 1,065.00	city
Shelter (large dog) [30 x 15]	\$ 20,000.00	contractor
Shelter (small dog)	\$ 4,500.00	city
Shelter (large dog small shelter)	\$ 4,500.00	city
Concrete for 30 x 15 shelter	\$ 550.00	city
Concrete for two small shelters (108)	\$ 216.00	city
Trash cans (3)	\$ 1,455.00	city
Total	\$ 33,686.00	



QSI



CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 9

MEETING DATE: 8-27-15

TOPIC:

Annexation of 2225 W. 41st St.

ACTION REQUESTED:

Approve Ordinance No. 3901 annexing 2225 W. 41st St. to the City of Hays.

NARRATIVE:

The owners of 2225 W 41st St. have requested annexation of the property into the city limits of Hays. The primary reason for the request is to get City water service since the well serving the property has gone bad. The property is already served by City sanitary sewer. The area proposed to be annexed is located along W. 41st St. between Smoky Hill Dr. and Covenant Dr. The property is contiguous (bounded on three sides) with the present city limits. City Staff recommends adopting the ordinance approving this annexation.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends annexing this property due to its contiguous nature and the immediate availability of City services necessary to serve this property.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Map of area being annexed
Signed Consent to Annex
Ordinance No. 3901

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: August 20, 2015

Subject: Annexation of 2225 W. 41st St.

Person(s) Responsible: Toby Dougherty, City Manager
Greg Sund, Director of Public Works

Summary

The owners of 2225 W 41st St. have requested annexation of the property into the city limits of Hays. The primary reason for the request is to get City water service since the well serving the property has gone bad. The property is already served by City sanitary sewer. The area proposed to be annexed is located along W. 41st St. between Smoky Hill Dr. and Covenant Dr. The property is contiguous (bounded on three sides) with the present City Limits. City Staff recommends adopting the ordinance approving this annexation.

Background

This property contains one residential dwelling and was connected to City sanitary sewer via a preannexation agreement in 1997.

Discussion

The current owners of this property have submitted a signed consent to annex the property under K.S.A. 12-520a and desire the annexation to allow for connection to City water. The land is contiguous with the present City limits. Approval of the annexation will allow the property owner to receive full benefits of City services, including utilities and fire/police protection. No additional infrastructure will be necessary because of this proposed annexation since all City infrastructure and utilities are already in place.

Legal Consideration

Annexation requires the City to extend services to the area annexed within a reasonable time. There are no known legal obstacles to proceeding as recommended by City staff.

Financial Consideration

Annexing this property will increase the property tax base for the City of Hays.

There are no known costs to the City if this property is annexed.

Options

Options include the following:

- Annex the property as requested
- Do not annex the property

Recommendation

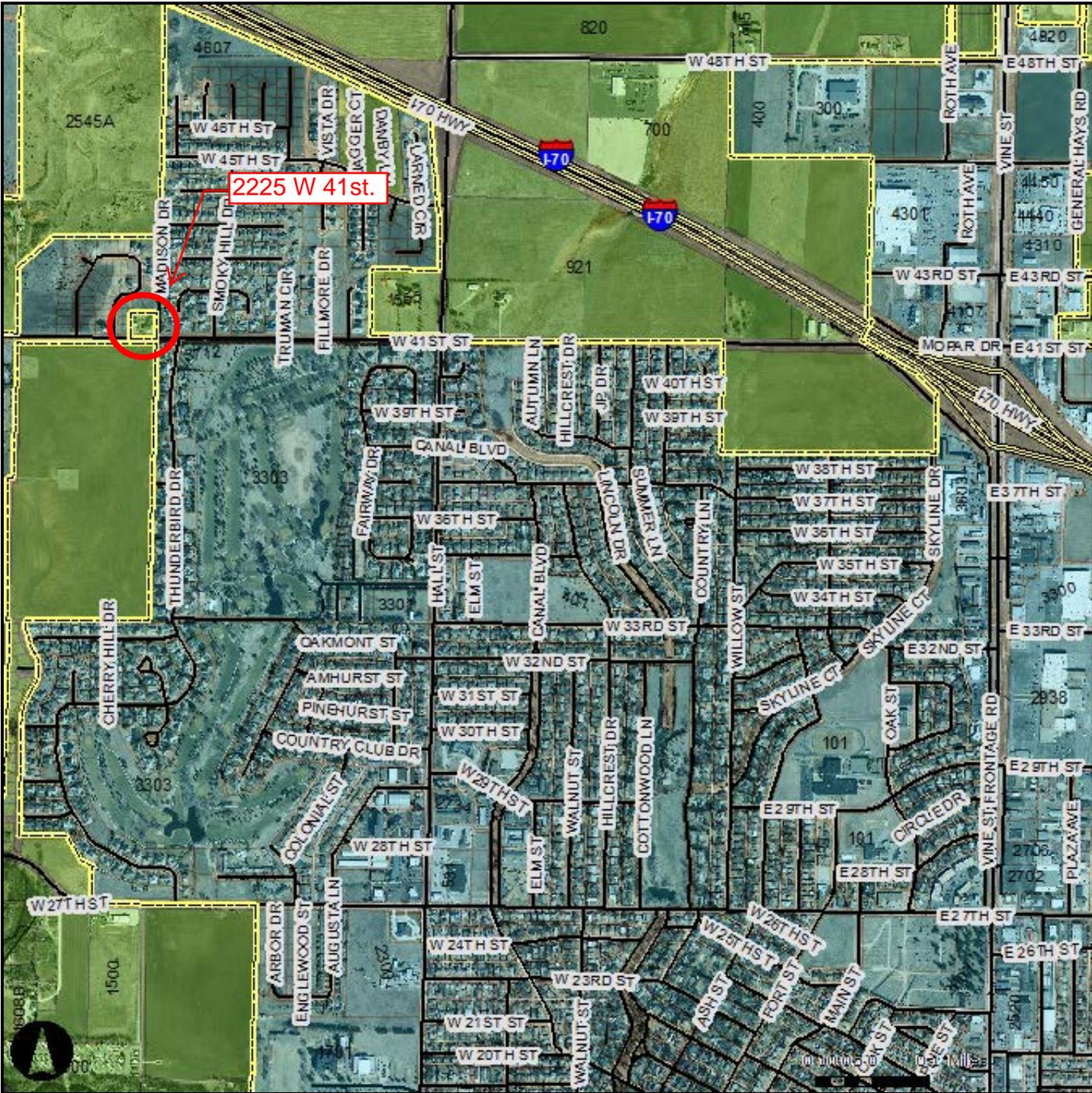
Staff recommends annexing this property due to its contiguous nature and the immediate availability of City services necessary to serve this property.

Action Requested

Approve an ordinance annexing 2225 W. 41st St. (See full legal description) to the City of Hays.

Supporting Documentation

Map of area being annexed
Signed Consent to Annex
Annexation Ordinance





CONSENT TO ANNEXATION

Scott T. and Lisa D. McGrath are the owners of the real estate hereinafter described as follows, to-wit:

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas, and more particularly described as follows:

A tract of land beginning at a point 30 feet North and 30 feet West of the Southeast corner of the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M.; thence Northerly on a line parallel to the East line of said Southwest Quarter (SW/4) of Section Twenty (20), a distance of 209.5 feet; thence West at right angles a distance of 209.5 feet; thence Southerly at right angles, a distance of 209.5 feet; thence Easterly at right angles a distance of 209.5 feet to the place of beginning;

EXCEPT THE FOLLOWING TRACTS DEEDED FOR ROAD PURPOSES:

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. in Ellis County, Kansas and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 20, Township 13 South, Range 18 West; Thence on an assumed bearing of North 01 degrees 02 minutes 46 seconds East along the East line of said Southwest Quarter (SW/4) a distance of 30.0 feet to the point of beginning; Thence on a bearing of North 89 degrees 58 minutes 07 seconds West a distance of 239.50 feet; Thence on a bearing of North 01 degrees 02 minutes 46 seconds East a distance of 20.00 feet; Thence on a bearing of South 89 degrees 58 minutes 07 seconds East a distance of 239.5 feet to the East line of said Southwest Quarter (SW/4); Thence on a bearing of South 01 degrees 02 minutes 46 seconds West along the East line of Southwest Quarter (SW/4) a distance of 20.00 feet to the point of beginning;

AND

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. in Ellis County, Kansas, and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 20, Township 13 South, Range 18 West; Thence on an assumed bearing of North 01 degrees 02 minutes 46 seconds East along the East line of said Southwest Quarter a distance of 50.00 feet to the point of beginning; Thence on a bearing of North 89 degrees 58 minutes 07 seconds West a distance of 30 feet; Thence on a bearing of North 01 degrees 02 minutes 46 seconds East a distance of 189.50 feet; Thence on a bearing of South 89 degrees 58 minutes 07 seconds

East a distance of 30.00 feet to the East line of said Southwest Quarter (SW/4); Thence on a bearing of South 01 degrees 02 minutes 46 seconds West along the East line of said Southwest Quarter (SW/4) a distance of 189.50 feet to the point of beginning;

And hereby consents to the annexation of such land by the City of Hays, Kansas.

Dated: July 22, 2015.

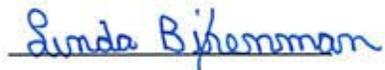
By: 

Scott T. McGrath, Owner

By: 

Lisa D. McGrath, Owner

ATTEST:



ORDINANCE NO. 3901

**AN ORDINANCE ANNEXING LAND TO THE CITY OF HAYS,
KANSAS.**

WHEREAS, the following described land adjoins the City of Hays, Kansas,

WHEREAS, written consent for annexation of the following described land, signed by all of the owners thereof, has been filed with the City of Hays, Kansas, pursuant to K.S.A. 12-520; and

WHEREAS, the governing body of the City of Hays, Kansas finds it advisable to annex such land.

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

Section 1. Pursuant to K.S.A. 12-520(a)(7) the following described land is hereby annexed and made part of the City of Hays, Kansas:

That part of the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

A tract of land beginning at a point 30 feet North and 30 feet West of the Southeast corner of the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M.; thence Northerly on a line parallel to the East line of said Southwest Quarter (SW/4) of Section Twenty (20), a distance of 209.5 feet; thence West at right angles a distance of 209.5 feet; thence Southerly at right angles, a distance of 209.5 feet; thence Easterly at right angles a distance of 209.5 feet to the place of beginning;

EXCEPT THE FOLLOWING TRACTS DEEDED FOR ROAD PURPOSES:

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. in Ellis County, Kansas and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 20, Township 13 South, Range 18 West; Thence on an assumed bearing of North 01 degrees 02 minutes 46 seconds East along the East line of said Southwest Quarter (SW/4) a distance of 30.0 feet to the point of beginning; Thence on a bearing of North 89 degrees 58 minutes 07seconds West a distance of 239.50 feet; Thence on a bearing of North 01 degrees 02 minutes 46 seconds East a distance of 20.00 feet; Thence on a bearing of South 89 degrees 58 minutes 07 seconds East a distance of 239.5 feet to the East line of said Southwest Quarter (SW/4); Thence on a bearing of South 01 degrees 02 minutes 46 seconds West along the East line of Southwest Quarter (SW/4) a distance of 20.00 feet to the point of beginning;

AND

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. in Ellis County, Kansas, and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 20, Township 13 South, Range 18 West; Thence on an assumed bearing of North 01 degrees 02 minutes 46 seconds East along the East line of said Southwest Quarter a distance of 50.00 feet to the point of beginning; Thence on a bearing of North 89 degrees 58 minutes 07 seconds West a distance of 30 feet; Thence on a bearing of North 01 degrees 02 minutes 46 seconds East a distance of 189.50 feet; Thence on a bearing of South 89 degrees 58 minutes 07 seconds East a distance of 30.00 feet to the East line of said Southwest Quarter (SW/4); Thence on a bearing of South 01 degrees 02 minutes 46 seconds West along the East line of said Southwest Quarter (SW/4) a distance of 189.50 feet to the point of beginning;

Section 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Hays, Kansas, this 27th day of August, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(seal)

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 10

MEETING DATE: 8-27-15

TOPIC:

Corps of Engineers Section 205 Study Agreement

ACTION REQUESTED:

Authorize the City Manager to enter an agreement with U.S. Army Corps of Engineers under the Section 205 program to conduct a study to determine the best locations for detention facilities in the Lincoln Draw watershed.

NARRATIVE:

City Staff recommends entering into a 50/50 cost share agreement with the United States Army Corps of Engineers to study the Lincoln Draw watershed. The City of Hays has studied the watershed for many years, but until the Storm Water Utility was established, there was not a funding mechanism to make needed improvements to the watershed. The Lincoln Draw watershed is the next logical flood reduction project to pursue based on the Storm Water Master Plan. Preliminary review based on economic benefit estimates a \$9 benefit for every \$1 spent based on the \$3.5 million construction estimate. The proposed study is estimated to cost \$664,000 with the City Share being \$332,000 funded out of Storm Water Capital Reserve.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends approving the Section 205 study agreement.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Location Map
Project Impact Maps
Cost Share Agreement

Commission Work Session Agenda

Memo

From: Steven Walters, Stormwater Specialist

Work Session: August 20, 2015

Subject: Corps of Engineers Section 205 Study Agreement

Person(s) Responsible: Toby Dougherty, City Manager
Greg Sund, Director of Public Works

Summary

City Staff recommends entering into a 50/50 cost share agreement with the United States Army Corps of Engineers to study the Lincoln Draw watershed. The City of Hays has studied the watershed for many years, but until the Storm Water Utility was established, there was not a funding mechanism to make needed improvements to the watershed. The Lincoln Draw watershed is the next logical flood reduction project to tackle based on the City of Hays Storm Water Master Plan. The proposed study is estimated to cost \$664,000 with the City Share being \$332,000. Based on preliminary cost estimates the construction phase is estimated at \$3.5 million with the City share being \$1.2 million. Preliminary review for the economic justification of the project estimate a \$9 benefit for \$1 spent based on the \$3.5 million construction estimate.

The City of Hays and the USACE have each budgeted \$75,000 for FY 2015. The City of Hays has budgeted \$250,000 for FY 2016. City staff is proposing to meet the \$75,000 FY 2015 obligation through contracting Survey and Geotechnical as in-kind services. The study and subsequent project will provide benefits to the City of Hays including allowing continued development in the Lincoln Draw watershed as well as reducing flood risk in the core of the City.

Background

The City of Hays has had multiple flood and storm water studies pertaining to the Lincoln Draw Watershed performed in partnership with outside agencies and private consultants. The most recent studies include the 1989 USACE Lincoln Draw Report, 2001 Burns and McDonnell City of Hays Storm Water Master Plan, and the US Army Corps of Engineers (USACE) 2015 Lincoln Draw Watershed. All three reports recognize and detail the need for detention basins within the Lincoln Draw Watershed.

Discussion

The Lincoln Draw Watershed has been identified in at least 3 separate studies as needing infrastructure in place to reduce flood risk. The Lincoln Draw watershed floods below 19th Street from common storm events (average 2-5 year frequency) and is in need of

flood reduction infrastructure. City Staff believes the Lincoln Draw Watershed Detention Project is the next large scale project that the Storm Water Utility needs to address for the benefit of the citizens of Hays. There are currently two options for constructing the detention basins. We can either partner with USACE or do the projects as City only projects.

The estimated cost of the study partnering with the USACE is \$664,082 with the City of Hays portion being \$332,041 in cash or in-kind contributions. The preliminary cost estimate for the construction of the proposed project is \$3.2 million to \$3.6 million with the city share being \$1.1 million to \$1.3 million. A more detailed breakdown can be found below. The detailed cost estimate was based on the originally selected 1989 plan.

Preliminary modeling has shown the anticipated detention pond construction project would result in a 0.7 to 1.8 foot reduction in the flood elevation as detailed on attached Figures 2-5. The project will not eliminate or reduce the 100 or 500 year flood plain as designated by the Federal Emergency Management Agency (FEMA), but rather reduce the flood risk of more frequent flood events.

Furthermore the project will not eliminate the long term liability associated with Lincoln Tunnel. The one mile long, 6' diameter, underground tunnel has a limited life expectancy, and the cost of day-lighting Lincoln Tunnel far exceeds the monetary amount allowed under the Section 205 program which is why USACE does not consider the daylighting project viable at this time. The preliminary estimate for real estate, engineering, administration, and construction for day-lighting the tunnel is approximately \$75 million.

The proposed project will allow the continued development north of I-70 within the Lincoln Draw Watershed. If the project does not happen then more careful consideration of development within the watershed must be examined to avoid increasing the flood risk downstream.

The City of Hays and the USACE each budgeted \$75,000 for fiscal year 2015 for this project. Future appropriations from the USACE are not guaranteed and the City will have the option to terminate or suspend the agreement at any point. The City of Hays is proposing to initially contribute \$75,000 in the form of in-kind services such as survey and geotechnical. City Staff will come back to the commission with engineering agreements plans to recommend contracts for the survey and geotechnical work to the City Commission at a later date if the cost share agreement is approved. City Staff will also come back to the City Commission for future appropriations associated with the project.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

Estimated/Study Project Cost

Project Phase	With USACE (65/35 split after study and Planning)		Without USACE*
	USACE	City of Hays	City of Hays
Study and Planning	\$432,001	\$332,001	\$400,000
Final Engineering	\$173,020	\$93,164	\$266,184
Real Estate	\$199,457	\$107,400	\$306,857
Construction	\$1,572,901	\$846,947	\$2,420,000
Project Administration	\$125,832	\$67,756	\$190,000
Total**	\$2,502,911	\$1,447,268	\$3,583,041

*Actual cost maybe lower to lack of federal project requirements

**Based on Plan 1A from the 1989 Study

If the City of Hays pursues the detention pond construction project without the partnership of the USACE it will expend approximately \$2.1 million more than it would by partnering with the USACE. The cost of the study has been estimated to cost \$664,002 which is subject to change based on the final scope which will be negotiated between the City and the USACE.

The City of Hays budgeted \$75,000 in Fiscal Year 2015 and \$250,000 in Fiscal Year 2016 for the study. The study will be funded through the Stormwater Reserve Fund.

Options

Options include the following:

- Approve the Section 205 agreement with USACE to conduct a study to determine the best locations for detention ponds in the Lincoln Draw watershed.
- Provide alternate direction to staff
- Do nothing.

Recommendation

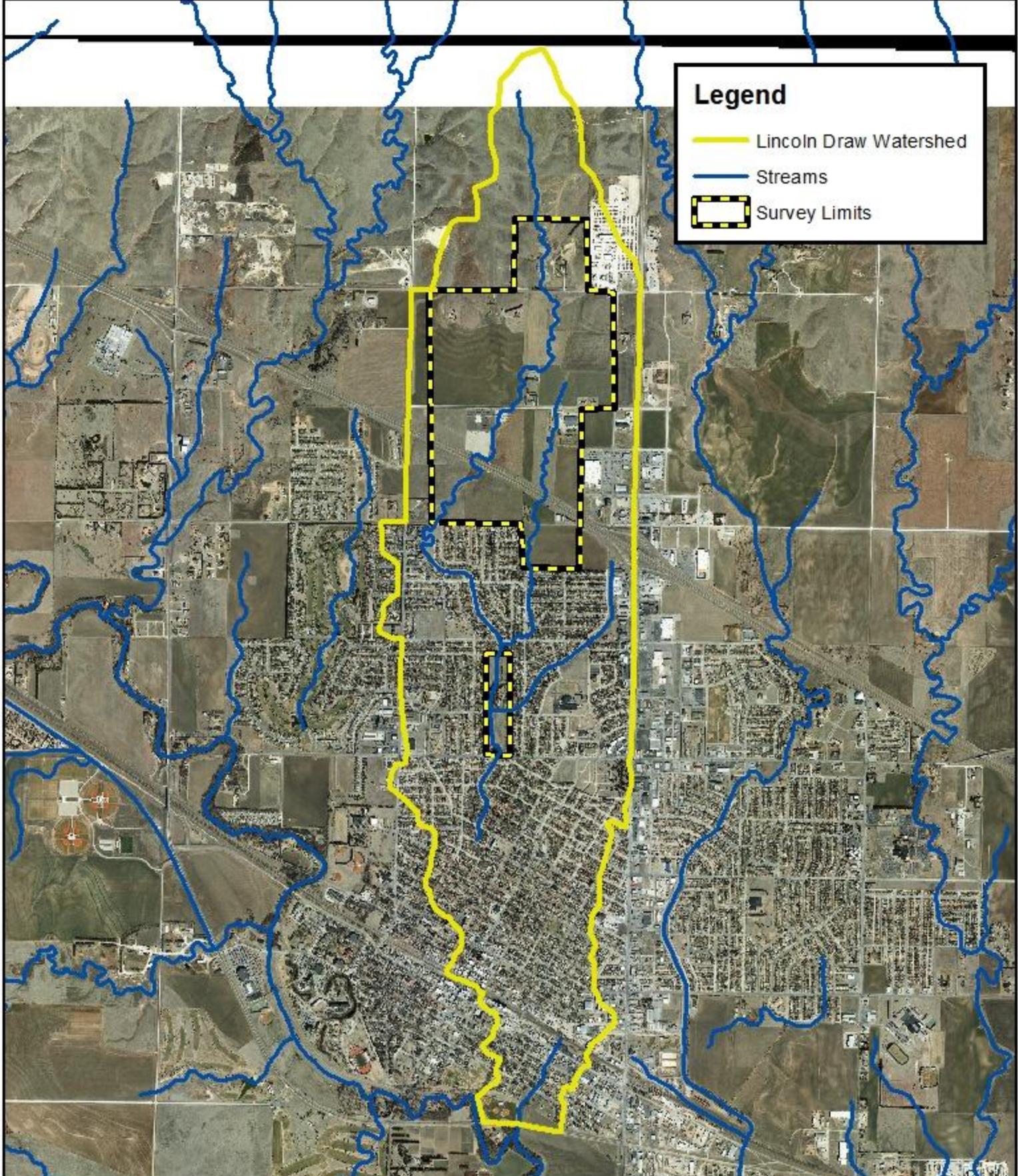
Staff recommends approving the Section 205 study agreement.

Action Requested

Authorize the City Manager to enter an agreement with U.S. Army Corps of Engineers under the Section 205 program to conduct a study to determine the best locations for detention ponds in the Lincoln Draw watershed.

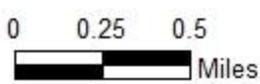
Supporting Documentation

Location Map
Project Impact Maps
Cost Share Agreement

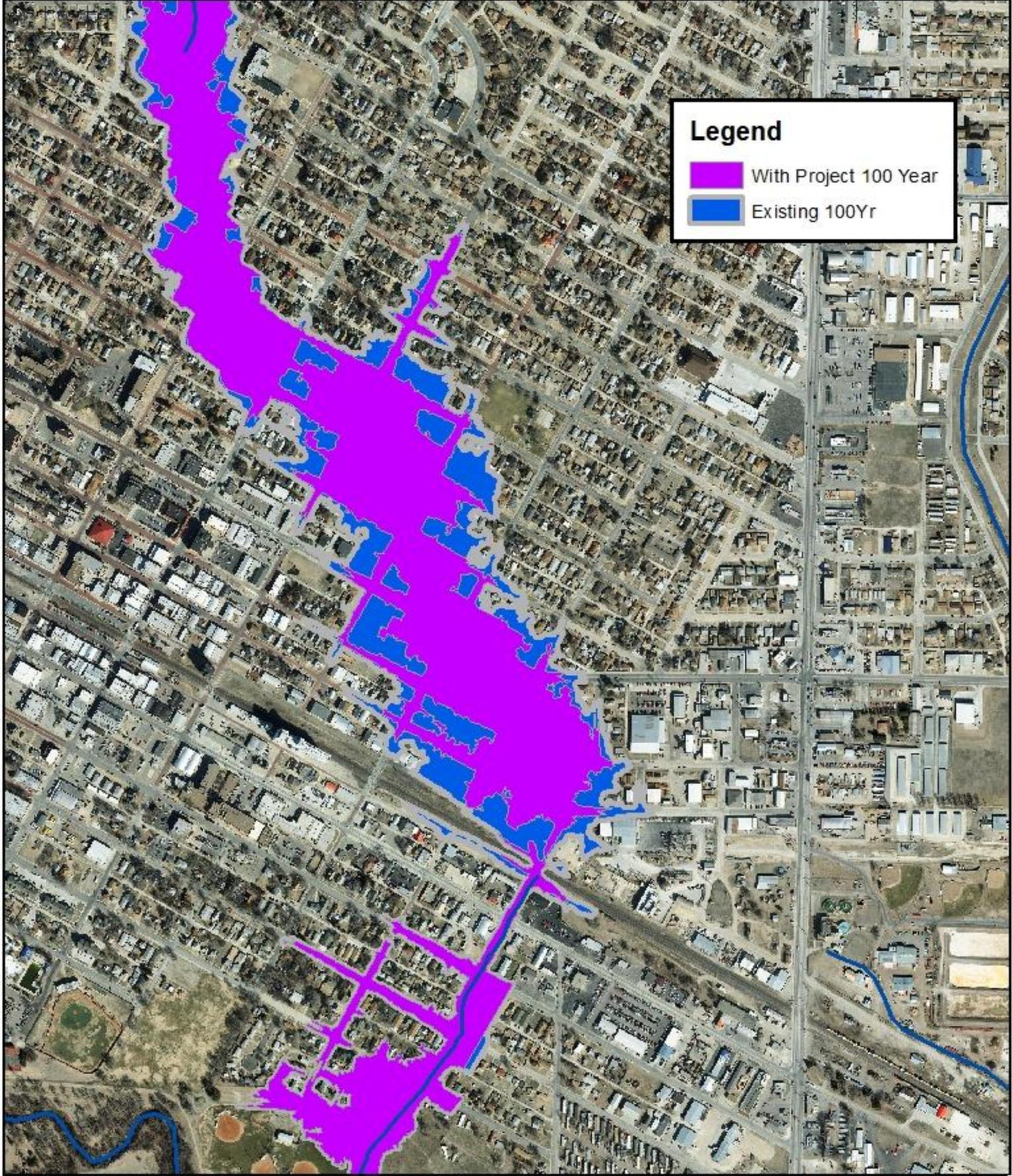


Legend

- Lincoln Draw Watershed
- Streams
- Survey Limits



City of Hays
Public Works
USACE
Section 205
Location Map
Figure 1

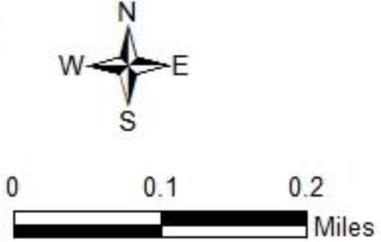


Legend

-  With Project 100 Year
-  Existing 100Yr

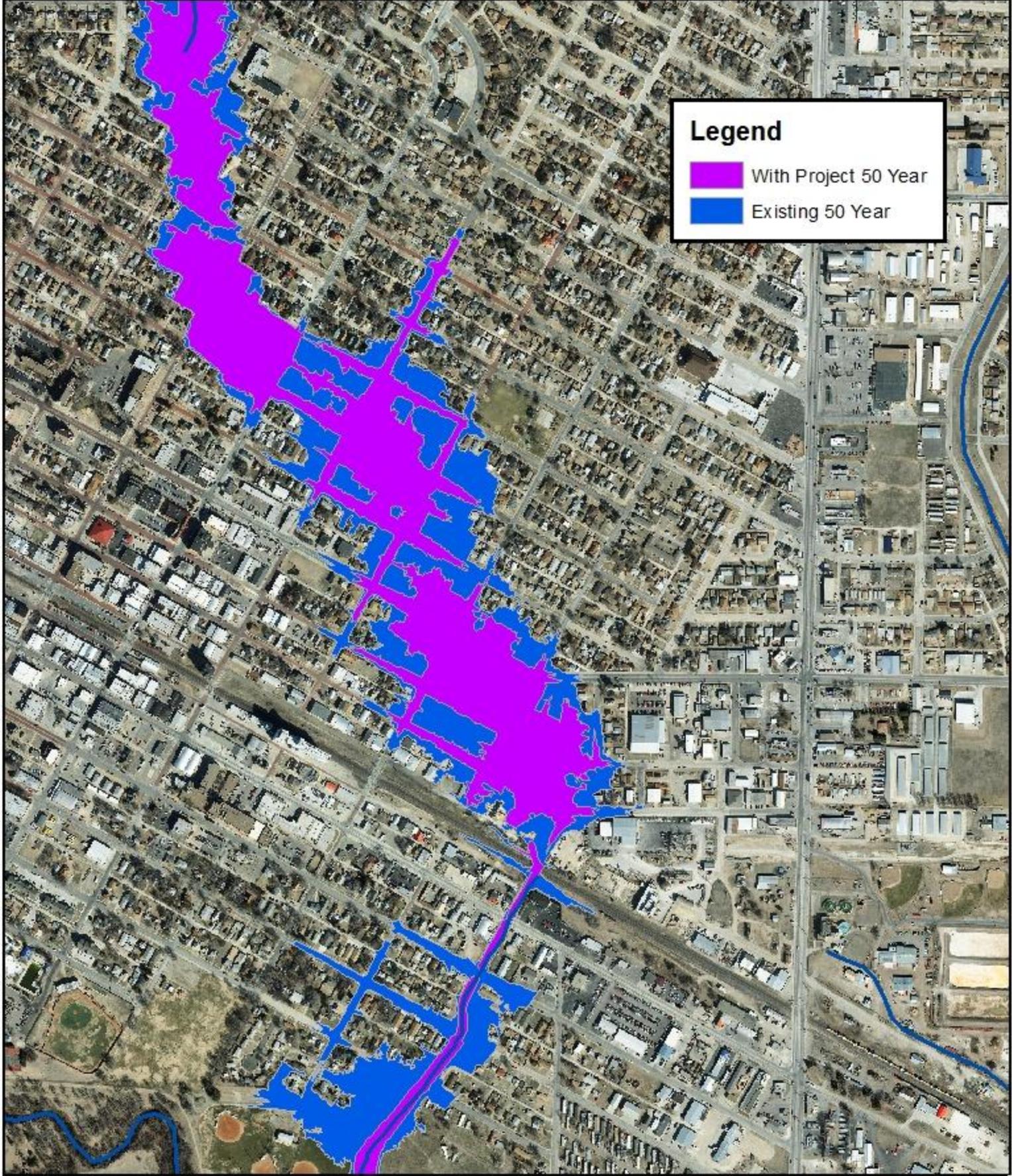


0 0.1 0.2 Miles



110

City of Hays
Public Works
USACE
Section 205
100 Year Event
Figure 2A

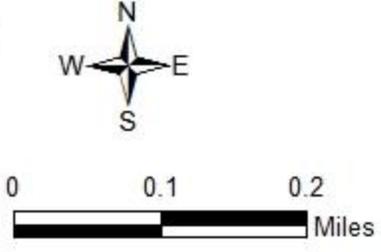


Legend

-  With Project 50 Year
-  Existing 50 Year

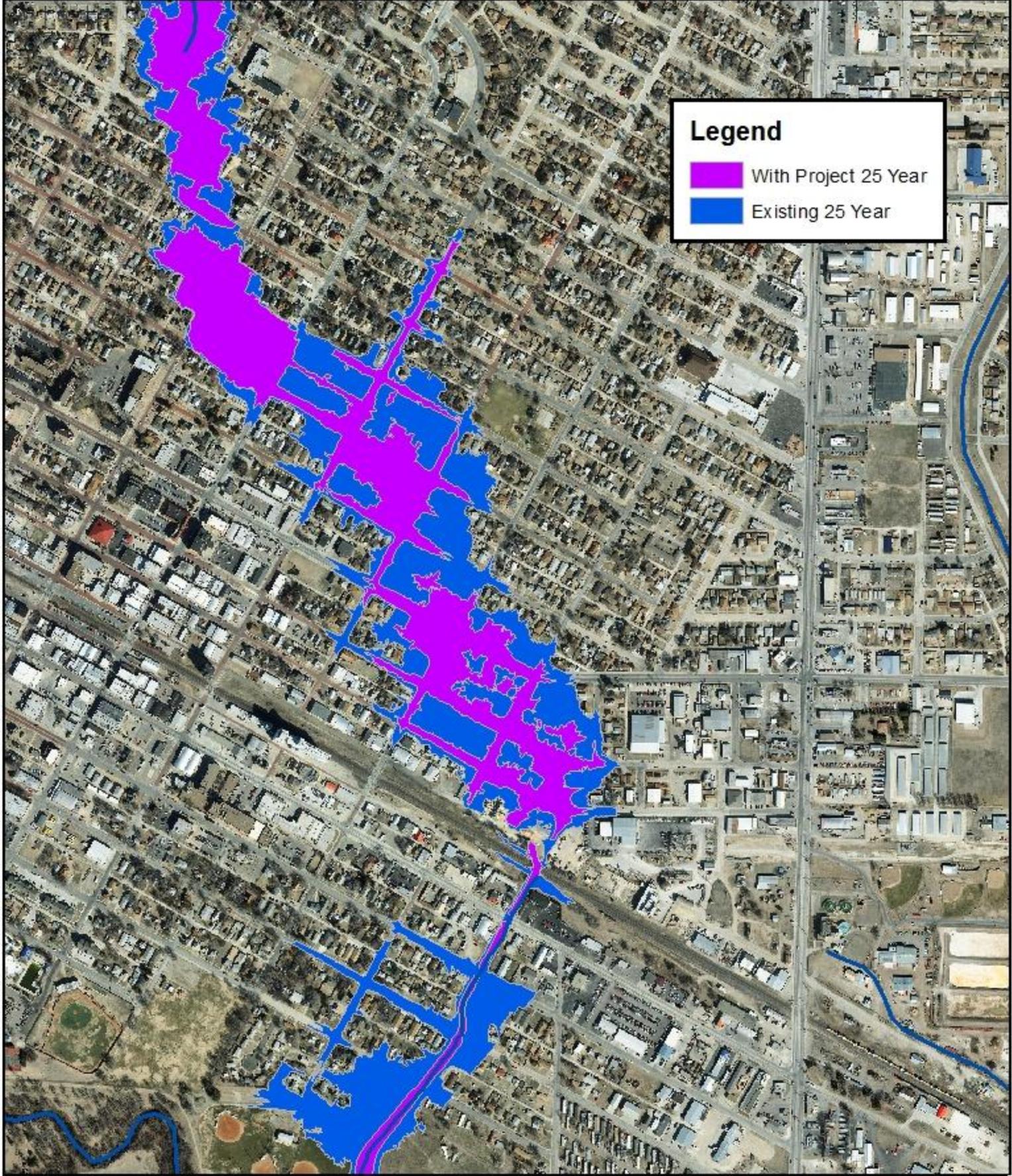


0 0.1 0.2 Miles



111

City of Hays
Public Works
USACE
Section 205
50 Year Event
Figure 2B

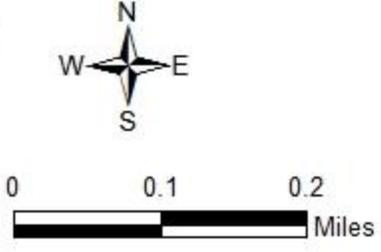


Legend

-  With Project 25 Year
-  Existing 25 Year

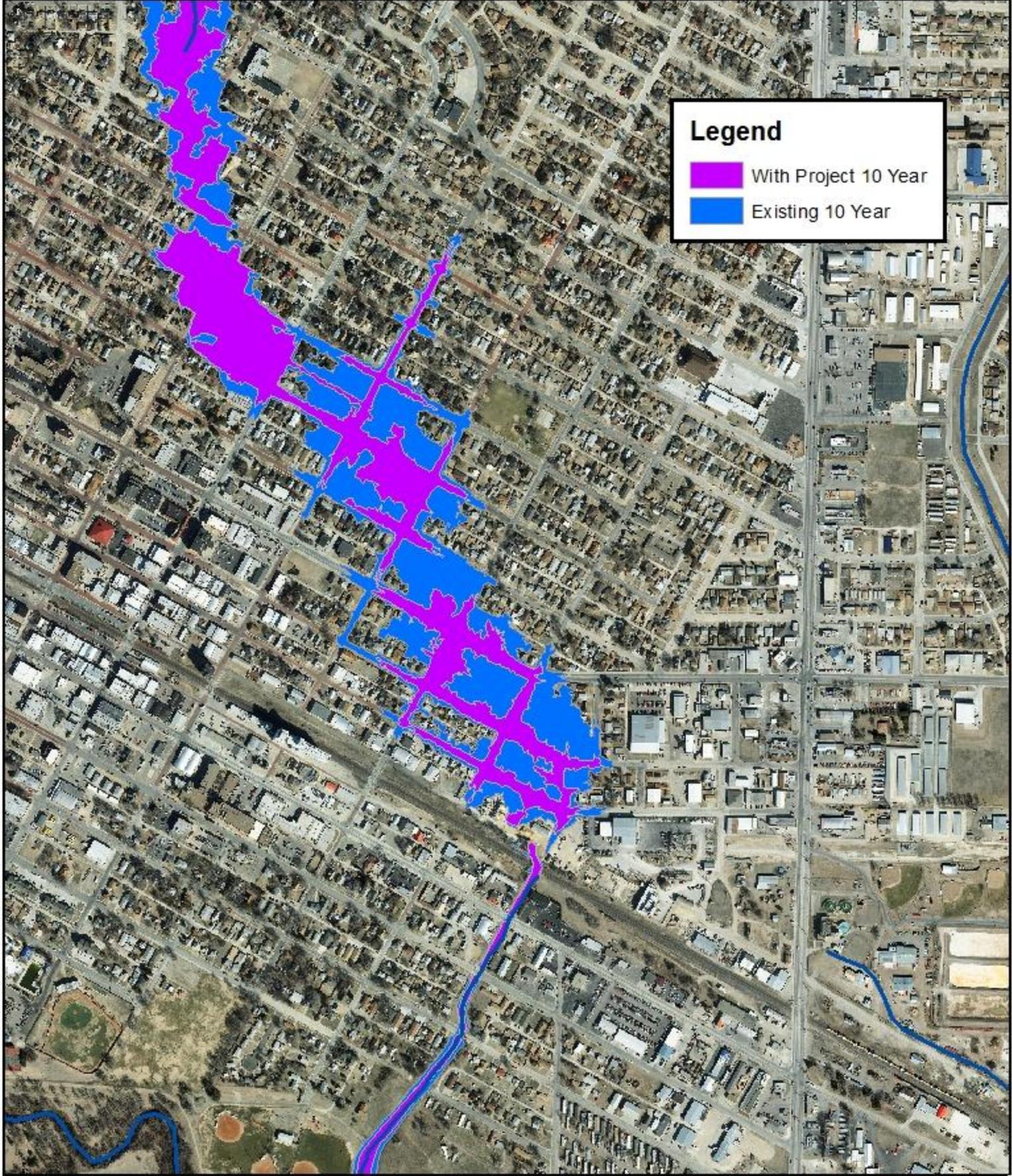


0 0.1 0.2 Miles



112

City of Hays
Public Works
USACE
Section 205
25 Year Event
Figure 2C

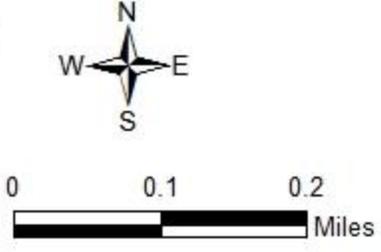


Legend

-  With Project 10 Year
-  Existing 10 Year



0 0.1 0.2 Miles



113

City of Hays
Public Works
USACE
Section 205
10 Year Event
Figure 2D

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF HAYS, KANSAS
FOR THE
SECTION 205 LINCOLN DRAW, HAYS, KANSAS FEASIBILITY STUDY

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Kansas City District and the City of Hays, Kansas (hereinafter the “Non-Federal Sponsor”), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, the Government received a letter, dated August 23, 2011, from the City of Hays, Kansas in which it stated its desire to participate in a feasibility study for flood risk management at Hays, Ellis County, Kansas, and in which it acknowledged its financial responsibilities for the study and a project, if one is recommended;

WHEREAS, the Secretary of the Army is authorized by Section 205 of the Flood Control Act of 1948, Public Law 80-858, as amended (33 U.S.C. 701s; hereinafter “Section 205”) to allot from certain appropriations an amount not to exceed \$55,000,000 per *fiscal year* for the implementation of small structural and nonstructural projects for flood control and related purposes; provided that no more than \$10,000,000 shall be allotted for a project at any single locality;

WHEREAS, the Government initiated a feasibility study, to be initially Federally funded up to \$100,000, and during this Federally funded portion the Government determined that the costs of the feasibility study would exceed \$100,000;

WHEREAS, the Government and the City of Hays, Kansas desire to enter into an agreement (hereinafter the “Agreement”) to complete the feasibility study (hereinafter the “Study” as defined in Article I.A. of this Agreement) and to share equally the costs of the *Study* that exceed \$100,000;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the *Study*;

WHEREAS, the Non-Federal Sponsor desires to provide in-kind contributions (hereinafter the “*in-kind contributions*” as defined in Article I.I. of this Agreement) that are necessary to prepare the feasibility report and to receive credit for such contributions toward the amount of its required contribution for the *Study*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Study* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful *Study*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I – DEFINITIONS

A. The term “*Study*” shall mean the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, when appropriate, recommends a coordinated and implementable solution for flood risk management along Lincoln Draw, which flows through residential and commercial areas and is prone to flash flooding at Hays, Ellis County, Kansas. The term includes *in-kind contributions* described in paragraph I. of this Article.

B. The term “*total study costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to performance of the *Study* plus the costs of the *Study* incurred by the Government prior to the effective date of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s costs of plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; the Government’s costs of preparation of the decision document for the *Study*; the costs of *in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the Government’s costs of Agency Technical Review and other review processes required by the Government; the Government’s costs of Independent External Peer Review, if required, except for the costs of any contract for an Independent External Peer Review panel; [SEE NOTE - 13: the Government’s costs of preparation of a floodplain management plan;] the Government’s supervision and administration costs; the Non-Federal Sponsor’s and the Government’s costs of participation in the Study Coordination Team in accordance with Article III of this Agreement; the Government’s costs of contract dispute settlements or awards; and the Non-Federal Sponsor’s and the Government’s costs of audit in accordance with Article VI.B. and Article VI.C. of this Agreement. The term does not include the first \$100,000 incurred by the Government for the *Study*; any costs of dispute resolution under Article V of this Agreement; any costs incurred as part of reconnaissance studies or feasibility studies under any other agreement or program; any costs of a contract for an Independent External Peer Review panel; the Non-Federal Sponsor’s costs of negotiating this Agreement; or any costs of negotiating a project partnership agreement for design and construction of a project or separable element thereof.

C. The term “*period of study*” shall mean the time from the effective date of this Agreement to the date that the decision document for the study is duly approved by the Government or the date that this Agreement is terminated in accordance with Article IX of this Agreement.

D. The term “*financial obligations for the study*” shall mean the financial obligations of the Government and the costs for *in-kind contributions*, as determined by the Government, that result or would result in costs that are or would be included in *total study costs*.

E. The term “*non-Federal proportionate share*” shall mean the ratio of the sum of the costs included in *total study costs* for *in-kind contributions*, as determined by the Government, and the Non-Federal Sponsor’s contribution of funds required by Article II.B.1.b. of this Agreement to *financial obligations for the study*, as projected by the Government.

F. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

G. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

H. The term “*PMP*” shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Non-Federal Sponsor, that specifies the scope, cost, and schedule for *Study* activities and guides the performance of the *Study* through the *period of study*.

I. The term “*in-kind contributions*” shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Non-Federal Sponsor after the effective date of this Agreement in accordance with the *PMP* and that are necessary for performance of the *Study*.

J. The term “*Section 205 Annual Program Limit*” shall mean the statutory limitation on the Government’s annual allotment for planning, design, and construction of all projects implemented pursuant to Section 205 of the Flood Control Act of 1948, Public Law 80-858, as amended (33 U.S.C. 701s). As of the effective date of this Agreement, such limitation is \$55,000,000.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall conduct the *Study*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform or provide the *in-kind contributions* in accordance with

applicable Federal laws, regulations, and policies.

1. To the extent possible, the Government and the Non-Federal Sponsor shall conduct the *Study* in accordance with the *PMP*.

2. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all products that are developed by contract or by Government personnel during the *period of study*. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the final approval of all *Study* products shall be exclusively within the control of the Government.

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Study*, except for *in-kind contributions*, shall be exclusively within the control of the Government.

4. At the time the U.S. Army Engineer, Kansas City District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Study*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *in-kind contributions*, including relevant scopes of work, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on *in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for *in-kind contributions*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 50 percent of *total study costs* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsor's contributions listed in the next sentence will be less than the Non-Federal Sponsor's required share of 50 percent of *total study costs*, the Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share without considering the credit the Government projects will be afforded for *in-kind contributions* pursuant to paragraph B.4. of this Article. The Government shall determine the amount of funds that would be necessary by subtracting from the Non-Federal Sponsor's required share of 50 percent of *total study costs* the collective value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

b. The Non-Federal Sponsor shall provide funds in the amount determined by this paragraph in accordance with Article IV.B. of this Agreement. To determine the contribution of funds the Non-Federal Sponsor shall provide, the Government shall reduce the amount determined in accordance with paragraph B.1.a. of this Article by the amount of credit the Government projects will be afforded for *in-kind contributions* pursuant to paragraph B.4. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph B.5. of this Article and the *Section 205 Annual Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 50 percent of *total study costs* if the Government determines at any time that the collective value of the following has exceeded 50 percent of *total study costs*: (a) the Non-Federal Sponsor's contribution of funds required by paragraph B.1.b. of this Article; (b) the amount of credit to be afforded for *in-kind contributions* pursuant to paragraph B.4. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

3. The Government shall determine and include in *total study costs* any costs incurred by the Non-Federal Sponsor for *in-kind contributions*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total study costs* for *in-kind contributions*.

a. Acceptance by the Government of *in-kind contributions* shall be subject to a review by the Government to verify that all economic, engineering, real estate, and

environmental analyses or other items performed or provided as *in-kind contributions* are accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies, and to verify that all analyses, services, materials, supplies, and other in-kind services provided as *in-kind contributions* are necessary for the *Study*.

b. The Non-Federal Sponsor's costs for *in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement shall be subject to an audit in accordance with Article VI.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

c. The Non-Federal Sponsor's costs for *in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *in-kind contributions* are provided and the time the costs are included in *total study costs*.

d. The Government shall not include in *total study costs* any costs for *in-kind contributions* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Study*.

e. The Government shall not include in *total study costs* any costs for *in-kind contributions* in excess of the Government's estimate of the costs of the *in-kind contributions* if the services, materials, supplies, and other in-kind services had been provided by the Government. In addition, the Government shall not include in *total study costs* any costs for *in-kind contributions* that were obtained at no cost to the Non-Federal Sponsor.

4. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph B.1.a. of this Article for the costs of *in-kind contributions* determined in accordance with paragraph B.3. of this Article. However, the maximum amount of credit that can be afforded for *in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the amount of funds determined in accordance with paragraph B.1.a. of this Article; the costs of *in-kind contributions* determined in accordance with paragraph B.3. of this Article; or 50 percent of *total study costs*.

5. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *in-kind contributions* determined in accordance with paragraph B.3. of this Article and included in *total study costs* that exceed the amount of credit afforded for *in-kind contributions* determined in accordance with paragraph B.4. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *in-kind contributions* included in *total study costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Study* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the

Government will make available to the *Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total study costs* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

2. If the Government determines that the total amount of Federal funds provided by Congress for all studies and projects implemented pursuant to Section 205 has reached the *Section 205 Annual Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Study* within the *Section 205 Annual Program Limit* will not be sufficient to meet the Federal share of *total study costs*, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study* within the *Section 205 Annual Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

D. Upon conclusion of the *period of study*, the Government shall conduct an accounting, in accordance with Article IV.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

E. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Study* under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Study*.

F. This Agreement shall not be construed as obligating either party to implement a project. Whether the Government proceeds with implementation of the project depends upon, among other things, the outcome of the *Study* and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration.

ARTICLE III - STUDY COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Study Coordination Team. Thereafter, the Study Coordination Team shall meet regularly until the end of the *period of study*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Study Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Study Coordination Team informed of the progress of the *Study* and of significant pending issues and actions, and shall seek the views of the Study Coordination Team on matters that the Study Coordination Team generally oversees.

C. Until the end of the *period of study*, the Study Coordination Team shall generally oversee the *Study*, including matters related to: plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; scheduling of reports and work products; independent technical review and other review processes required by the Government; completion of all necessary environmental coordination and documentation; contract awards and modifications; contract costs; the Government's cost projections; the performance of, scheduling, and determining the value of *in-kind contributions*; determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and other matters related to the *Study*. This oversight of the *Study* shall be consistent with the *PMP*.

D. The Study Coordination Team may make recommendations to the District Engineer on matters related to the *Study* that the Study Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Study Coordination Team. The Government, having the legal authority and responsibility for performance of the *Study* has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations.

E. The Non-Federal Sponsor's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article VI.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE IV - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, the contributions provided by the parties, the costs included in *total study costs* for *in-kind contributions* determined in accordance with Article II.B.3. of this Agreement, and the credit to be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement.

1. As of the effective date of this Agreement, *total study costs* are projected to be \$664,000; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement is projected to be \$0; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement is projected to be \$0; the costs included in *total study costs* for *in-kind contributions* determined in accordance with Article II.B.3 of this

Agreement are projected to be \$153,400; the credit to be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement is projected to be \$153,400; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement is projected to be \$178,600; and the *non-Federal proportionate share* is projected to be fifty (50) percent. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By 1 January 2016 and by each quarterly anniversary thereof until the conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total study costs*; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement; the costs included in *total study costs* for *in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the credit to be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement; the total contribution of funds required from the Non-Federal Sponsor for the upcoming contract and upcoming *fiscal year*; and the *non-Federal proportionate share*.

B. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.B.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 7 calendar days after the effective date of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor to meet: (a) the *non-Federal proportionate share of financial obligations for the study* incurred prior to the commencement of the *period of study*; (b) the projected *non-Federal proportionate share of financial obligations for the study* to be incurred for such contract; and (c) the projected *non-Federal proportionate share of financial obligations for the study* using the Government's own forces through the first *fiscal year*. Within 30 calendar days of receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, KANSAS CITY & G5" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the work on the *Study* is complete, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor, and the Non-Federal Sponsor shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for work on the *Study*, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share of financial obligations for the study* to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of each *fiscal year* in which the Government projects that it will make *financial obligations for the study* using the Government's own forces, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share of financial obligations for the study* using the Government's own forces for that *fiscal year*. No later than 30 calendar days prior to the beginning of that *fiscal year*, the Non-Federal Sponsor shall make the full amount of such required funds for that *fiscal year* available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, when considered with any credit the Government projects will be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for the study* incurred prior to the commencement of the *period of study*; and (b) the *non-Federal proportionate share of financial obligations for the study* as *financial obligations for the study* are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations for the current contract or to cover the Non-Federal Sponsor's share of such financial obligations for work performed using the Government's own forces in the current *fiscal year*, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total study costs*, each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required share of *total study costs* exceeds the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, KANSAS CITY & G5" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total study costs* exceed the Non-Federal Sponsor's total required share thereof, the Government, subject to the availability of funds and as limited by Article II.B.5. of this Agreement and the *Section 205 Annual Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other

evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Study* shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

ARTICLE VIII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE IX - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *period of study*, upon 30 calendar days written notice to the other party, either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

B. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless the Assistant Secretary of the Army (Civil Works) determines that continuation of performance of the *Study* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Study*.

C. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Study* and conduct an accounting in accordance with Article IV.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Study* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications. Upon termination of this Agreement, all data and information generated as part of the *Study* shall be made available to the parties to the Agreement.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
City of Hays
ATTN: City Manager
1507 Main Street
Hays, KS 67601

If to the Government:
USACE Kansas City
ATTN: CENWK-PM-PF/Room 529
Richard Bolling Federal Building
601 E. 12th Street
Kansas City, MO 64106

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF HAYS, KANSAS

BY: _____
ANDREW D. SEXTON
Colonel, EN
District Engineer

BY: _____
TOBY DOUGHERTY
City Manager

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the City of Hays, Kansas, that the City of Hays, Kansas is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Hays, Kansas in connection with the feasibility study for the Section 205 Lincoln Draw, Hays, Kansas Feasibility Study , and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Hays, Kansas have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

John T. Bird
City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOBY DOUGHERTY
City Manager

DATE: _____

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 11

MEETING DATE: 8-27-15

TOPIC:

Fraternal Order of Police Lodge 48 Inc. 2016-2018 Memorandum of Agreement

ACTION REQUESTED:

Authorize the Mayor, City Manager, Police Chief and the Director of Communications to sign the 2016-2018 Memorandum of Agreement.

NARRATIVE:

The City of Hays' meet and confer team have reached a tentative agreement with the Fraternal Order of Police (FOP) Lodge 48 Inc. for a three year term. The current agreement is set to expire at the end of 2015. This tentative agreement includes wages as the only automatic annual opener, a \$2,050 pay adjustment for 2016, \$1,500 pay adjustment to the bottom of the pay ranges, changing Short Term Disability payments from 100% to 70%, and minor clerical changes.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager

ADMINISTRATION RECOMMENDATION:

Staff recommends the agreed upon language for the 2016-2018 Memorandum of Agreement between the City of Hays and FOP Fraternal Order of Police Lodge 48 Inc.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
FOP 2016-2018 Memorandum of Agreement

Commission Work Session Agenda

Memo

From: Toby Dougherty, City Manager

Work Session: August 20, 2015

Subject: Fraternal Order of Police Lodge 48 Inc.
2016-2018 Memorandum of Agreement

Person(s) Responsible: Toby Dougherty, City Manager

Summary

The City of Hays' meet and confer team have reached a tentative agreement with the Fraternal Order of Police (FOP) Lodge 48 Inc. for a three year term. The current agreement is set to expire at the end of 2015. This tentative agreement includes wages as the only automatic annual opener, a \$2,050 pay adjustment for 2016, \$1,500 pay adjustment to the bottom of the pay ranges, changing Short Term Disability payments from 100% to 70%, and minor clerical changes.

Staff recommends approval of the FOP 2016-2018 Memorandum of Agreement.

Background

The current FOP Memorandum of Agreement is set to terminate the end of 2015. The entire three year agreement was open for discussion by both parties. City representatives during the meet and confer process included Toby Dougherty, City Manager, Paul Briseno, former Assistant City Manager, Don Scheibler, Chief of Police, Carolyn McCollum-Scantlin, Director of Communications, and Erin Giebler, Director of Human Resources. Jeff Ridgway and Wade Park represented the FOP.

Discussion

The City and FOP began the meet and confer process in March of 2015 to discuss the agreement. A tentative agreement was reached after four meetings and mediation. The following are substantive changes to the agreement:

- The Memorandum of Agreement covers three years 2016-2018.
- Clerical changes were made throughout the contract due to Communications becoming its own department.
- Section 11 – Paid Time Off changed Short Term Disability payments from 100% to 70%.
- Section 16 – Wages/Administration of the Pay Plan allowed for a \$2,050 pay adjustment for 2016 with the bottom range increased by \$1,500.
- Only automatic opener is wages/administration of the pay plan.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

For the term of the agreement, the City of Hays agrees to budget \$9,500 per average employee to provide health insurance. This is the same amount budgeted since 2011 which will result in no increase in insurance expenditures budgeted. The \$2,050 pay adjustment will be counterbalanced with projected increased sales tax revenues.

Options

The City Commission has the following options:

1. Adopt the agreement between the City of Hays and the FOP, Fraternal Order of Police Lodge 48 Inc.
2. Reject the agreement between the City of Hays and the FOP, Fraternal Order of Police Lodge 48 Inc. and give staff further direction
3. Take no action

Recommendation

Staff recommends the agreed upon language for the 2016-2018 Memorandum of Agreement between the City of Hays and FOP Fraternal Order of Police Lodge 48 Inc.

Action Requested

Authorize the Mayor, City Manager, Police Chief and the Director of Communications to sign the 2016-2018 Memorandum of Agreement.

Supporting Documentation

FOP 2016-2018 Memorandum of Agreement

MEMORANDUM OF AGREEMENT

**CITY OF HAYS
AND
FRATERNAL ORDER OF POLICE
LODGE 48 Inc.**

**JANUARY 1, 2016 –
DECEMBER 31, 2018**

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MEMORANDUM OF AGREEMENT

PREAMBLE

This agreement is entered into on this 27th day of August, 2015 between the City of Hays, Kansas, hereinafter referred to as the City or employer, and Hays Fraternal Order of Police, Lodge 48 Inc., hereinafter referred to as the FOP.

It is the purpose of this agreement to promote, in a cooperative manner, harmonious relations between the City and the FOP, 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 Fraternal Order of Police, Lodge 48, Inc. The City recognizes the FOP as the sole and exclusive meet and confer agent for the purpose of establishing salaries, wages, and other conditions of employment for all full-time personnel employed by the Hays Police Department and the Communications Center, excluding the Chief of Police, Assistant Chief of Police, Police Lieutenants, Director of Communications, and other full-time exempt positions.

The term "paid, full-time personnel" is applied without regard to sex, rank, division or duty to personnel employed by the City of Hays, Kansas, Police Department and Communications Center.

SECTION 1. APPLICABILITY OF KANSAS STATUTES

The City of Hays and the FOP 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.

SECTION 2. RECOGNITION

The City recognizes the FOP as the exclusive agent for all full-time non-exempt employees of the Police Department and the Communications Center.

SECTION 3. DISCRIMINATION

The provisions of this agreement shall be applied equally to all officers 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 FOP shall share equally with the City the responsibility for applying the provisions of the agreement.

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

SECTION 4. REPRESENTATIVES AND MEET AND CONFER SESSIONS

There shall be 3 representatives and 1 alternate for the FOP to serve as the meet and confer unit. Members of the bargaining unit selected to serve as the duly authorized representatives shall be certified in writing to the Chief of Police, Director of Communications and the City Manager or his designee. Meetings between the FOP

representatives will receive their usual compensation when such meetings are held at the City's request during regular working hours of an officer. FOP representatives will be subject to call by their department head for special duty or emergency duty during meet and confer sessions. An emergency is defined as unforeseen events affecting the department's ability to perform its mission. Representatives and alternates shall be certified in writing prior to the first meet and confer session. Either party wishing to change said certified representatives shall receive authorization from the other party before said change shall be made.

SECTION 5. BULLETIN BOARDS

The City agrees to furnish bulletin board space in the Police Department to be used by both the FOP and the City. The FOP shall limit the posting of notices and bulletins to this bulletin board. Notices posted shall bear the signature of the proper FOP representative. No bulletins or notices shall contain anything derogatory or in any way reflect negatively upon the City, FOP, or any employee.

SECTION 6. VISITS BY FOP REPRESENTATIVES

The City agrees that accredited representatives of the Fraternal Order of Police, upon approval of the department head, shall have reasonable access to the premises of the City during regularly scheduled meal periods or rest breaks, as long as such FOP business does not interfere with the operation of the City of Hays.

SECTION 7. 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 FOP Stewards 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 FOP 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 FOP shall present to their 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 written 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.

SECTION 8. PROBATION

All newly hired employees and promoted employees shall be considered undergoing an orientation period of 6 consecutive months unless the probationary employee attends the Kansas Law Enforcement Training Center (KLETC) during the first 6 months, in which case the orientation period will be extended to cover the length of time at the KLETC. 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 the probationary period may be extended beyond the 6 month period. Any probationary employee may be discharged, without cause, and without recourse under any sections of this agreement. For promoted current employees, see Section D-5(b), of the Personnel Manual on Probationary Period.

SECTION 9. 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. City seniority shall be a factor in the consideration of days off, paid-time-off (PTO) and holidays, provided the employee shall be otherwise qualified. PTO shall be scheduled by their department head with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise his right of seniority only once each year prior to March 1.

- B. Classification Seniority -- Classification seniority shall be defined as the length of service, by an employee, in a specific position within the employee's Department.
- C. 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.
- D. 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 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.

SECTION 10. 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.

SECTION 11. PAID TIME OFF (PTO)

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

Personnel shall accrue the following amount of PTO:

Months of Service	Accrual Hours Per Payroll	Max Annual Amount of Accrual Hours
0 – 47	7.4	192.4
48 – 107	8	208
108 – 167	8.6	223.6
168 – 227	9.3	241.8
228+	9.9	257.4

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 for full time the City 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 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 department head 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 their department head or his designee.

D. Maximum Accumulation of Paid Time Off

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.
- (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. 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, 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.
- (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 or until the employee is eligible for disability benefits under the Kansas Police and Fire Retirement System or Kansas Public Employee Retirement System, if sooner.
- (3) Short Term Disability Benefit payments will total 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. Employees will not receive overtime or any additional compensation for attending court while on 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.
- (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.

SECTION 12. KPERS & KP&F and Retirement

All eligible certified law enforcement officers shall be covered under the Kansas Police and Firemen's Retirement System (KP&F). Employees that are not eligible for KP&F will continue to be covered under the KPERS program.

Those employees who retire from service with the Hays Police Department shall be provided recognition of their services. The Department shall maintain a policy providing retired certified officers with the necessary identification and annual training to carry a concealed handgun as outlined by State and Federal laws. Such officer shall be responsible for all expenses for necessary materials to comply with the requirements.

SECTION 13. CIVIL LEAVE

- A. Employees who are required 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.
- 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 fee 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.

SECTION 14. WITNESS FEES AND COURT TIME

For each occurrence, employees shall receive pay equal to their regular rate for actual time worked for court appearances arising from the employee's direct employment with the City, when they are required to appear while off duty. Employees will not receive court time pay for appearances while on-duty. All off-duty appearances shall be made with the employee dressed in his Department uniform.

SECTION 15. LENGTH OF SERVICE BONUS

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%

SECTION 16. WAGES / ADMINISTRATION OF THE PAY PLAN

For fiscal year 2016 the City will make the following adjustments: the City will provide employees of the FOP bargaining unit 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.

SECTION 17. HOLIDAYS

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

- a. New Year's Day, January 1
- b. Memorial Day, last Monday in May
- c. Independence Day, July 4
- d. Labor Day, first Monday in September
- e. Veterans' Day, November 11
- f. Thanksgiving Day, fourth Thursday in November
- g. First Friday after Thanksgiving
- h. Christmas Eve, December 24
- i. Christmas Day, December 25

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

Determination of holiday pay 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.

SECTION 18. HOLIDAY COMPENSATION

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 (1½) 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, additional 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.

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.

SECTION 19. OVERTIME

Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA). Approval to work overtime shall be given by their department head or his designated representative. PTO shall be considered as time worked for the purpose of computing overtime.

SECTION 20. EMERGENCY PROVISIONS

If the safety of the employee during emergency conditions makes it necessary for the City to prescribe the areas in which he shall eat his meals, the City shall be obliged to furnish adequate meals.

SECTION 21. ADVANCE NOTICE FOR SHIFT CHANGE

An officer will normally be given adequate advance notice of any change to his regular hours of work, except when an emergency, as determined by the City Manager and/or their department head, exists. An emergency is defined as an unforeseen event affecting the department's ability to perform its mission. Such advance notice shall normally be 48 hours prior to said change.

SECTION 22. WORK ASSIGNMENT IN HIGHER CLASSIFICATION

During routine operations, when an employee is specifically assigned by their department head to fulfill the duties and responsibilities of a higher job classification for a period of more than fourteen (14) consecutive calendar 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 calendar 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.

SECTION 23. STRIKES AND LOCKOUTS

As is provided by Kansas Law, the FOP 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 FOP 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.

Likewise, as prohibited by Kansas Law, the City shall not engage in a lockout or other practice prohibited by Kansas Statute or this agreement.

SECTION 24. CLOTHING

The City will arrange for the purchase of uniforms on a fit-to-size basis, and will arrange for the cleaning of such uniforms and pay for same. Police Detectives and Investigators shall receive a clothing allowance in the amount of \$500.00 for their first year in the position, with an allowance of \$500.00 provided in subsequent years.

SECTION 25. EVIDENCE OF BAD FAITH

Evidence of bad faith shall be defined as provided under the Public Employer-Employee Relations Act of the State of Kansas.

SECTION 26. PROHIBITED PRACTICE OF THE EMPLOYEE OR EMPLOYEE ORGANIZATION

It shall be a prohibited practice for public employees or an employee organization to directly or indirectly contact any member of the Governing Body of the City for the purpose of discussing, influencing, or attempting to change any condition of employment pertaining to the employees or employee organization during the meet and confer process.

SECTION 27. MONTHLY FOP DUES DEDUCTED FROM PAYCHECK

The City agrees for the duration of this agreement that it will deduct the local FOP membership fees 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 FOP. All sums deducted shall be remitted by the City within 10 days of such deduction by check, to Fraternal Order of Police, Lodge 48, Inc.

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

SECTION 28. SAFETY AND HEALTH

The City and the FOP agree to cooperate to the fullest extent in the promotion of safety. The City 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 and the City's Risk Management Consultant provide directive and guidance for the committee's functions. The Police Chief shall appoint one member to the Safety Committee from a list of five employees recommended by the FOP. The employees agree to notify their supervisor and/or departmental committee representatives in writing of any safety hazard of which they are aware.

SECTION 29. FALSE ARREST INSURANCE

The City agrees to procure false arrest insurance in an amount not less than \$500,000 per officer. The City agrees to pay all premiums for said false arrest insurance.

SECTION 30. 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.

SECTION 31. RATIFICATION

This agreement is subject to the ratification of the Fraternal Order of Police, Lodge 48, membership and the approval of the City Commission of Hays, Kansas.

SECTION 32. TERMINATION

The termination date of the Memorandum of Agreement shall be December 31, 2018. However, Section 16 "Wages / Administration of the 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. Additional items may be reopened, if mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the City and the Fraternal Order of Police, Lodge 48, have hereunto set their hands the date set out below.

FOR THE FOP

FOR THE CITY

President Date

Mayor Date

Vice-President Date

City Manager Date

Secretary-Treasurer Date

Chief of Police Date

Director of Communications Date

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 12

MEETING DATE: 8-27-15

TOPIC:

Hays Firefighter Local 2119 2016-2018 Memorandum of Agreement

ACTION REQUESTED:

Authorize the Mayor, City Manager, and Fire Chief to sign the 2016-2018 Memorandum of Agreement.

NARRATIVE:

The City of Hays' meet and confer team have reached a tentative agreement with the Hays Firefighter Local 2119 of the International Association of Firefighters (IAFF) for a three year term. The current agreement is set to expire at the end of 2015. This tentative agreement includes wages as the only automatic annual opener, a \$2,050 pay adjustment for 2016 and \$1,500 pay adjustment to the bottom of the pay ranges.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager

ADMINISTRATION RECOMMENDATION:

Staff recommends the agreed upon language for the 2016-2018 Memorandum of Agreement between the City of Hays and IAFF, Hays Firefighter Local 2119.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
IAFF 2016-2018 Memorandum of Agreement

Commission Work Session Agenda

Memo

From: Toby Dougherty, City Manager

Work Session: August 20, 2015

Subject: Hays Firefighter Local 2119
2016-2018 Memorandum of Agreement

Person(s) Responsible: Toby Dougherty, City Manager

Summary

The City of Hays' meet and confer team have reached a tentative agreement with the Hays Firefighter Local 2119 of the International Association of Firefighters (IAFF) for a three year term. The current agreement is set to expire at the end of 2015. This tentative agreement includes wages as the only automatic annual opener, a \$2,050 pay adjustment for 2016 and \$1,500 pay adjustment to the bottom of the pay ranges.

Staff recommends approval of the IAFF 2016-2018 Memorandum of Agreement.

Background

The current IAFF Memorandum of Agreement is set to terminate the end of 2015. The entire three year agreement was open for discussion by both parties. City representatives during the meet and confer process included Toby Dougherty, City Manager, Paul Briseno, former Assistant City Manager, Gary Brown, Fire Chief, Ryan Hagans, Deputy Fire Chief, and Erin Giebler, Director of Human Resources. Brandon Woods, Tim Detrixhe, Greg May and Justin Choitz represented the IAFF.

Discussion

The City and IAFF began the meet and confer process in March of 2015 to discuss the agreement. A tentative agreement was reached after four meetings and mediation. The following are substantive changes to the agreement:

- The Memorandum of Agreement covers three years 2016-2018.
- Section 15 – Wages/Administration of the Pay Plan allowed for a \$2,050 pay adjustment for 2016 with the bottom range increased by \$1,500.
- Only automatic opener is wages/administration of the pay plan.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

For the term of the agreement, the City of Hays agrees to budget \$9,500 per average employee to provide health insurance. This is the same amount budgeted since 2011

which will result in no increase in insurance expenditures budgeted. The \$2,050 pay adjustment will be counterbalanced with projected increased sales tax revenues.

Options

The City Commission has the following options:

1. Adopt the agreement between the City of Hays and the IAFF, Hays Firefighter Local 2119.
2. Reject the agreement between the City of Hays and the IAFF, Hays Firefighter Local 2119 and give staff further direction.
3. Take no action.

Recommendation

Staff recommends the agreed upon language for the 2016-2018 Memorandum of Agreement between the City of Hays and IAFF, Hays Firefighter Local 2119.

Action Requested

Authorize the Mayor, City Manager, and Fire Chief to sign the 2016-2018 Memorandum of Agreement.

Supporting Documentation

IAFF 2016-2018 Memorandum of Agreement

MEMORANDUM OF AGREEMENT

CITY OF HAYS AND HAYS FIREFIGHTERS LOCAL 2119

**JANUARY 1, 2016 –
DECEMBER 31, 2018**

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MEMORANDUM OF AGREEMENT

PREAMBLE

This agreement is entered into on this 27th day of August, 2015 between the City of Hays, Kansas, hereinafter referred to as the City or employer, and Hays Firefighters Local 2119, of International Association of Firefighters, hereinafter referred to as the Union.

It is the purpose of this agreement to promote, in a cooperative manner, harmonious relations between the City 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 Firefighters Local 2119. The City recognizes the Union as the sole and exclusive meet and confer agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time personnel employed by the City of Hays Fire Department, excluding the Fire Chief, Deputy Fire Chief, Captains, Volunteer Firefighters, and any other created position having a rank equal to or above a Captain, who are charged with fire fighting responsibilities.

The term "paid, full-time personnel" is applied without regard to sex, rank, division or duty to personnel employed by the City of Hays, Kansas, Fire 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.

SECTION 2. RECOGNITION

The City recognizes the Union as the exclusive agent for all Firefighter and Fire Lieutenants of the Fire Department.

SECTION 3. DISCRIMINATION

The provisions of this agreement shall be applied equally to all officers in the bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, union affiliation, political affiliation, sex, physical handicap, or ancestry. The Union shall share equally with the City the responsibility for applying the provisions of the agreement.

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

SECTION 4. REPRESENTATIVES AND MEET AND CONFER SESSIONS

There shall be 3 members and 1 alternate of the Union to serve as the meet and confer unit, one of which may be hired by the Union to serve as a negotiator on their behalf. Members of the bargaining unit selected to serve as the duly authorized

representatives shall be certified in writing to the Fire Chief and the City Manager or his designee. Meetings between Union and City representatives shall be held at times mutually convenient for both. Union representatives will receive their usual compensation when such meetings are held at the City's request during regular working hours of a firefighter. Union representatives will be subject to call by the Fire Chief for special duty or emergency duty during meet and confer sessions. An emergency is defined as unforeseen events affecting the department's ability to perform its mission.

SECTION 5. BULLETIN BOARDS

The City agrees to furnish bulletin board space in the Fire Department to be used by both the Union and the City. The Union shall limit the posting of notices and bulletins to this bulletin board. 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.

SECTION 6. VISITS BY UNION REPRESENTATIVES

The City agrees that accredited representatives of the Union, upon approval of the Fire Chief, shall have reasonable access to the premises of the City during regularly scheduled meal periods or rest breaks, as long as such Union business does not interfere with the operation of the Fire Department.

SECTION 7. 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 Union shall designate, in writing, by January 1 of each year, 3 Union Shift Stewards.

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 present the matter to the employee's immediate supervisor in written form, citing the facts leading to the grievance, the specific language of the written agreement in dispute and the proposed actions to reconcile the grievance. 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 Union Shift 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 written presentation to the immediate supervisor the grievance still exists, the complainant, who may be assisted by the Union Steward, shall present to the Fire Chief, the 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 Fire Chief 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 Fire Chief 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.

SECTION 8. PROBATION

All newly hired employees and promoted 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 the probationary period may be extended beyond the 6 month period. Any probationary employee may be discharged, without cause, and without recourse under any sections of this agreement.

SECTION 9. 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 the Fire Department.
- C. **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.

D. 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 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.

SECTION 10. 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.

SECTION 11. PAID TIME OFF (PTO)

In recognition of the diverse needs for firefighters to have 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

Firefighters will accrue PTO in accordance with the following schedule:

Months of Service	Accrual Hours Per Payroll	Max Annual Amount of Accrual Hours
0 - 47	10.2	265.2
48 - 107	11.1	288.6
108 - 167	12	312
168 - 227	13	338
228+	13.9	361.4

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 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 the Fire Chief 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 Fire Chief or his designee.

D. Maximum Accumulation of Paid Time Off

All 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.
- (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. Once approved, scheduled PTO will not be withdrawn absent extraordinary circumstances.

(2) Duty Day PTO:

- (a) Under rules established by the Fire Chief, members may be granted PTO during the duty day provided that adequate staffing is available. Such duty day PTO may be cancelled for staffing or other operational reasons.
 - (b) Members required to remain available for recall while on duty day PTO are not subject to standby pay during this leave.
- (3) If the City discontinues the provision of airport rescue and firefighting service at the Hays Regional Airport, this time shall be made available for additional PTO use by employees.

(4) 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:

- (1) 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.
- (2) The employee may be required to furnish medical verification or other proof that unscheduled use of PTO was unavoidable to his supervisor.
- (3) 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.

SECTION 12. KANSAS POLICE & FIRE (KP&F)

The City agrees to maintain all eligible fire department personnel in the Kansas Police & Fire (KP&F) program effective January 1, 2006.

SECTION 13. CIVIL LEAVE

- A. Employees who are required 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.
- 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.

SECTION 14. LENGTH OF SERVICE BONUS

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%

SECTION 15. WAGES / ADMINISTRATION OF THE PAY PLAN

For fiscal year 2016 the City will make the following adjustments: the city will provide employees of the IAFF bargaining unit 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.

SECTION 16. HOLIDAYS

The following days shall be recognized and observed as guaranteed 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 Eve – December 24
- Christmas - December 25

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

Determination of holiday for shift personnel shall be based on the actual date of the holiday beginning at 0700 hours 7:00 a.m.

SECTION 17. HOLIDAY COMPENSATION

A firefighter whose regular work day falls on any City recognized holiday shall receive his regular pay plus one and one-half times (1½) his regular rate of pay as holiday compensation for the 24 hour tour of duty if the entire tour of duty is worked. If a firefighter uses benefit hours for part of a holiday tour of duty, overtime will only be paid for the actual amount of hours worked.

Off-duty employees shall receive 12 hours of regular pay for any holiday not worked.

SECTION 18. CLOTHING AND PROTECTIVE EQUIPMENT

All uniforms and protective equipment shall be provided by the City.

SECTION 19. WORK SUBSTITUTION

- A. The Fire Chief shall maintain a work substitution program for the benefit of the firefighters. This program shall be administered in accordance with the Fair Labor Standards Act (FLSA). All work substitutions shall be subject to approval by the Fire Chief or his designee.
- B. The City does not assume any responsibility for additional compensation related to voluntary work substitutions. The hours actually worked in the substitution are not to be used to justify additional or overtime pay.
- C. All work substitutions are required to be repaid hour for hour in hours actually worked. The repayment of all work substitutions is the sole responsibility of the employee.

SECTION 20. WORK ASSIGNMENT IN HIGHER CLASSIFICATION

During routine operations, when a member of the Fire Department is specifically assigned by the Fire Chief 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) 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.

SECTION 21. GENERAL ALARM RECALL

Off-duty personnel responding to general alarms and recalls shall be paid for a minimum of 1 hour at the rate of 1½ times the firefighter's normal hourly rate of pay.

Off-duty personnel responding to general alarms and recalls on a designated holiday shall be paid for a minimum of 1 hour at 2 ½ times the firefighter's normal hourly rate of pay however, the actual hours worked shall be deducted from the off-duty employee's holiday compensation specified in Section 17.

SECTION 22. HOURS OF WORK

Fire Department personnel will work a 56 hour work week which consists of one 24 hour on-duty period, followed by two 24 hour off-duty periods. Shift change shall occur at 0700 hours each day.

Firefighters will be paid in accordance with the Fair Labor Standards Act and will receive compensation at the rate of 1½ times their regular pay for time worked in excess of 212 hours in a 28 day period. Compensation for working in excess of 212 hours in a 28 day period will be included on the regular paycheck every other pay period.

For hours worked over and above the regular required schedule as set out above, and further referred to as "overtime", firefighters will be paid at the rate of 1½ times the employee's normal hourly rate. All members shall try to make themselves available when requested to work overtime. The Fire Chief shall make reasonable effort to insure that employees are afforded an equal opportunity to work overtime within the specific rank classifications. PTO shall be considered as time worked for the purpose of computing overtime.

Firefighters that attend out-of-town training on a holiday, shall be paid for the classroom hours only.

SECTION 23. STRIKES AND LOCKOUTS

As is provided by Kansas Law, 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.

As is likewise prohibited by Kansas Law, the City shall not engage in a lockout or other practice prohibited by Kansas Statute or this agreement.

SECTION 24. EVIDENCE OF BAD FAITH

The City and the Union recognize that premature disclosure of matters and affairs prior to and during periods of negotiation, renegotiation, and grievance procedures would be injurious to harmonious relations and evidence of bad faith. Therefore, both parties agree that all matters and affairs pertaining to the above mentioned periods will not be subject to disclosure unless with mutual consent by both the Union and the City.

SECTION 25. PROHIBITED PRACTICE OF THE EMPLOYEE OR EMPLOYEE ORGANIZATION

It shall be a prohibited practice for public employees or an employee organization 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 during the meet and confer process.

SECTION 26. MONTHLY UNION DUES DEDUCTED FROM PAYCHECK

The City agrees for the duration 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 by check, to Hays Firefighters Local 2119.

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.

SECTION 27. 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 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.

SECTION 28. TRAINING TIME

- A. All mandatory schools, seminars and training courses conducted during regular duty hours shall be considered job related and no additional compensation shall be given.
- B. All mandatory schools, seminars and training courses conducted or attended by off-duty personnel at the request of the Fire Chief and/or City Manager will be considered beneficial to the City of Hays. The City shall pay each instructor or participant at the rate of 1½ his normal hourly rate.

SECTION 29. 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.

SECTION 30. RATIFICATION

This agreement is subject to the ratification of the Hays Firefighters Local 2119 membership and the approval of the City Commission of Hays, Kansas.

SECTION 31. TERMINATION

The termination date of this Memorandum of Agreement shall be December 31, 2018. However, Section 15 "Wages/Administration of the 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.

Additional items may be reopened, if mutually agreed upon in writing by both parties.

