



*AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – HUTCHINSON, KANSAS
FEBRUARY 16, 2016
9:00 A.M.*

1. ROLL CALL

Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PRAYER

4. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

- a. Oral communications from the audience. (Please limit your remarks to five (5) minutes and to items NOT on the agenda.)

5. CONSENT AGENDA

- a. Approval of Minutes of February 2, 2016 City Council meeting.
b. Approval of License Agreement with Kwik Shop, Inc. for groundwater monitoring well installation.
c. Approval of T-Hangar Lease Agreement with Tony Beauchamp.
d. Approval of December, 2015 financial reports.
e. Approval of appropriation ordinance in the amount of \$1,538,242.72.

Action – Motion to **approve** the Consent Agenda and authorize the Mayor to sign.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

6. ORDINANCES AND RESOLUTIONS

- a. Consider **Ordinance amending the Rental Registration and Inspection Program.**

Action – Motion to **accept and approve/return to staff/deny** the request of Investment Resource Corporation (IRC) to approve amendments to Chapter 21-1103 of the City of

Hutchinson Municipal Code pertaining to the Rental Registration and Inspection Program; and authorize the Mayor to sign the Ordinance.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

7. NEW BUSINESS

a. Consider **Contract Amendment No. 1 with J. E. Dunn Construction Company.**

Action – Motion to **approve/not approve** Contract Amendment No. 1 (BP No.1) for the Hutchinson Sports Arena Project.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

b. Consider **Real Estate Contract for purchase of land at 11th and Hendricks.**

Action – Motion to **approve** the Real Estate Contract for acquisition of the West 7.50 feet of Lot 3 and Lots 4 thru 7, Block 6, Fairmount Addition, Hutchinson, Reno County, Kansas; and authorize the Mayor to sign the contract and all other documents necessary for the closing the transaction.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

c. Consider **2016 KLINK Resurfacing Project Agreement with KDOT.**

Action – Motion to **approve/not approve** the Agreement with KDOT for the 2016 KLINK Resurfacing Project (K-61 between Lorraine and 11th); and authorize the Mayor to sign.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

d. Consider **bid tabulation and award for Avenue C and Main parking lot.**

Action – Motion to **award** the project to APAC-Kansas, Inc., Shears Division, in the amount of \$195,772.50, subject to compliance with all legal requirements; and authorize the Mayor to sign.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

e. Consider **Lease Agreement with Blue Sky Aviators for Hangar 4.**

Action – Motion to **approve/not approve** the Lease Agreement with Blue Sky Aviators LLC for Hanger 4; and authorize the Mayor to sign.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

f. Consider **authority for filing of civil lawsuit.**

Action – Motion to **approve** the filing of a civil action by the Hutchinson City Attorney regarding issues before the Public Employee Relations Board; and authorize the Mayor to sign all relevant documents.

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

8. **REPORT OF CITY OFFICIALS**

a. **Council**

b. **City Manager**

9. **ADJOURNMENT**

Motion _____ Second _____
Dechant ____ Inskeep ____ Daveline ____ Soldner ____ Piros de Carvalho ____

COUNCIL COMMUNICATION	
FOR MEETING OF	2-16-16
AGENDA ITEM	50
FOR ACTION	<input checked="" type="checkbox"/>
INFORMATION ONLY	<input type="checkbox"/>



MINUTES
CITY COUNCIL MEETING
COUNCIL CHAMBERS - HUTCHINSON, KANSAS
FEBRUARY 2, 2016
9:00 A.M.

1. The governing Body of the City of Hutchinson, Kansas met in regular session at 9:00 a.m. on Tuesday, February 2, 2016 in the City Council Chambers with Mayor Piros de Carvalho presiding. Councilmembers Dechant, Inskeep, Daveline and Soldner were present.
2. The Pledge of Allegiance to the flag was recited.
3. The prayer was given by Pastor Kim Biery of Trinity United Methodist Church.
4. Petitions, Remonstrances, and Communications

Dean Hachenberger, owner of DH Home Improvement, said he has been in business for 40 years. He said he attended the meeting with the Hutchinson Builders Association; and said part of the program was in regard to the International Building Code. Mr. Hachenberger said when the code was adopted, it was his belief the code regulates the construction of structures and buildings; and sees that as new construction, not remodeling. He said he didn't hear anything about remodeling, renovation or maintenance. Mr. Hachenberger said it appears when the City adopted this code, it didn't take into account that the majority of homes are from 50-100 years old. He said he knows about substandard housing because he lived in substandard housing during the depression. Mr. Hachenberger said you have low standard housing for two reasons. One, people don't care; and second is they don't have the funds to make repairs. He suggested dividing the City into districts; and start with those that have the greatest need, saying you can't solve the problem overnight. Mr. Hachenberger asked for tolerance and leeway for houses that were built 50 - 100 years ago when applying this code, saying it was written for new construction. He said council probably wonders why he is the low bidder on grant projects. Mr. Hachenberger said most contractors add a profit into the subcontractors bid; and he does not do this. He said he doesn't make a lot of money off of the total project.

The Mayor said the City is thankful for all of his work; and said funds are contingent upon strict adherence to the Property Maintenance Code. She said the adoption of the code was quite controversial; and because we have an older stock of homes we needed to do something to raise the standard. She apologized that he finds it inhibiting; and said she appreciates his input.

5. Consent Agenda

- a. Approval of Minutes of January 19, 2016 City Council meeting.
- b. Approval of appointment to the Greater Hutchinson Convention/Visitors Bureau Board of Rayne Templeton, 407 East 37th, for a one-year rotational hotel term beginning 1/01/2016 through 12/31/2016.
- c. Approval of appropriation ordinance in the amount of \$2,520,850.36.

Motion by Councilmember Dechant, second by Councilmember Soldner, to approve the Consent Agenda and authorize the Mayor to sign. The motion passed unanimously.

6. Ordinances and Resolutions

a. Consider Resolution of Intent for Fire Station #5. Frank Edwards, Finance Director, spoke. Councilmember Daveline said he was surprised to see this item on the agenda; and asked if we have a time schedule for when bonds will be issued. He also asked if this is a 2016 project. Mr. Edwards said it is a 2016 project; and bonds will be issued in summer or early fall. City Manager, John Deardoff, said this allows us to begin the design phase. Additional discussion ensued. Mr. Deardoff said the design will be very similar; and cost should be about the same as Fire Station #3.

Motion by Councilmember Daveline, second by Councilmember Inskeep, to approve Resolution 2016 R 5 authorizing the City of Hutchinson, Kansas, to make certain public building improvements and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof, all pursuant to K.S.A. 12-1736 et seq.; and authorize the Mayor to sign. The motion passed unanimously.

b. Consider Ordinance authorizing General Obligation Bonds for the Hutchinson Sports Arena project. Frank Edwards, Finance Director, spoke. Mr. Edwards said there were 10 bidders on this project; and low bid was an interest rate of 1.52%. He said this amounts to a \$1.8 million dollar savings on this project. The Mayor asked if this would allow us to pay the bonds off early. Mr. Edwards said it depends on sales tax revenues. The City Manager said we may be able to pay them off in 8.5 years rather than 10 years, but it does depend on the sales tax. Discussion ensued.

Motion by Councilmember Dechant, second by Councilmember Inskeep, to approve Ordinance 2016 – 1 authorizing the issuance and delivery of \$24,985,000.00 principal amount of General Obligation Bonds, Series 2016-A, of the City of Hutchinson, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due; and authorize the Mayor to sign. The motion passed unanimously.

c. Consider Resolution authorizing General Obligation Bonds for the Hutchinson Sports Arena project. Frank Edwards, Finance Director, spoke.

Motion by Councilmember Soldner, second by Councilmember Dechant to approve Resolution 2016 R 6 prescribing the form and details of and authorizing the delivery of \$24,985,000.00 principal amount of General Obligation Bonds, Series 2016-A, of the City of Hutchinson, Kansas, previously authorized by an Ordinance of the City; and authorize the Mayor to sign. The motion passed unanimously.

7. New Business

a. Consider 2016 Historic Preservation Fund grant support letter. Jana McCarron, Director of Planning & Development, spoke. Discussion ensued. Councilmember Inskeep asked about how this will be publicized. Ms. McCarron said there will be some direct mailing, as well as door to door. She said members of the Landmarks Commission and the Houston Whiteside Historic District have volunteered to go door to door; and the news media can also publicize the availability of grant funds. Additional discussion ensued.

Motion by Councilmember Daveline, second by Councilmember Inskeep, to approve and authorize the Mayor to sign/modify and authorize the Mayor to sign/disapprove a support letter for the 2016 Historic Preservation Fund grant. The motion passed unanimously.

b. Consider Rural Housing Incentive District Financing Policy. Jana McCarron, Director of Planning & Development, spoke. Discussion ensued.

Motion by Councilmember Inskeep, second by Councilmember Soldner, to accept and approve City Council Policy 30, Rural Housing Incentive District (RHID) Financing. The motion passed unanimously.

c. Consider grant approval for Avenue A Community Development Block Grant. Amy Denker, Housing Program Coordinator, spoke. Discussion ensued.

Motion by Councilmember Soldner, second by Councilmember Dechant, to accept the recommendation of the South Central Kansas Development District (SCKEDD) to approve multiple bid awards to one contractor. The motion passed unanimously.

d. Consider bid tabulation and award for 1111 East Avenue B. Amy Denker, Housing Program Coordinator, spoke.

Motion by Councilmember Dechant, second by Councilmember Soldner, to accept the recommendation of the South Central Kansas Development District (SCKEDD) to award the 1111 East Avenue B bid to DH Home Improvement; and authorize the Mayor to sign. The motion passed unanimously.

e. Consider bid tabulation and award for 1213 East Avenue A. Amy Denker, Housing Program Coordinator, spoke.

Motion by Councilmember Dechant, second by Councilmember Daveline, to accept the recommendation of the South Central Kansas Development District (SCKEDD) to award the 1213 East Avenue A bid to DH Home Improvement; and authorize the Mayor to sign. The motion passed unanimously.

f. Consider bid tabulation and award for 318 East Avenue A. Amy Denker, Housing Program Coordinator, spoke.

Motion by Councilmember Dechant, second by Councilmember Soldner, to accept the recommendation of the South Central Kansas Development District (SCKEDD) to award the 318 East Avenue A bid to DH Home Improvement; and authorize the Mayor to sign. The motion passed unanimously.

g. Consider bid tabulation and award for 1217 East Avenue A. Amy Denker, Housing Program Coordinator, spoke.

Motion by Councilmember Soldner, second by Councilmember Dechant, to accept the recommendation of the South Central Kansas Development District (SCKEDD) to award the 1217 East Avenue A bid to DH Home Improvement; and authorize the Mayor to sign. The motion passed unanimously.

8. Report of City officials

a. Council

- Councilmember Soldner said she was excited about the announcement by B&B Theatres regarding their renovation project.
- Councilmember Dechant had no comments.
- Councilmember Inskeep said it was good to hear the NJCAA signed to have the tournament in Hutchinson for another 25 years.
- Councilmember Daveline had no comments.
- Mayor Piros de Carvalho thanked the City Manager, Paul Brown and Meryl Dye for taking her and Councilmember Daveline to Topeka for Local Government Day. She said they had a good conversation with Senator Bruce.

b. City Manager

Mr. Deardoff said he met with Jason McDade regarding the ATV access issue. Mr. McDade provided a written format of his proposal to the City Manager. Mr. Deardoff said he and the Mayor would meet with the City of South Hutchinson to see if this is doable for them; and will set up a meeting with South Hutchinson.

The City Manager said he would like to set up a study session on February 11, 18 or 25 to review and refine goals that were discussed at the City Council retreat. He would like to review the ice storm cleanup, the water and sewer rate study, etc. Discussion ensued. The study session was set for February 18, 2016 at 8:30 a.m.

Mr. Deardoff said in his weekly report he addressed the cost of clean-up from the recent ice storm. He said FEMA costs were used for the equipment usage charges.

Mr. Deardoff said the Sports Arena bid package #1 is to be bid this Thursday; and will come to the City Council on February 16 for approval. He said this represents 65% of the total project. Mr. Deardoff said bid package #2 will be done in March.

Mr. Deardoff also recognized visitors from Leadership Reno County who were in attendance.

9. Executive Session

a. Motion by Councilmember Soldner, second by Councilmember Dechant, to recess into executive session for the purpose of discussing employer/employee negotiations, confidential data relating to financial affairs or trade secrets of second parties; and consultation with an attorney on matters that would be deemed privileged in an attorney/client relationship; until 11:00 o'clock a.m. at which time no binding action shall be taken. The motion passed unanimously.

Motion by Councilmember Soldner, second by Councilmember Inskeep, to extend the executive session to 11:15 a.m., at which time no binding action shall be taken. The motion passed unanimously.

10. Adjournment

Motion by Councilmember Soldner, second by Councilmember Inskeep, to adjourn. The motion passed unanimously.

COUNCIL COMMUNICATION	
FOR MEETING OF	2/16/2016
AGENDA ITEM	5b
FOR ACTION	X
INFORMATION ONLY	

**Inter-Office Communication
Council Meeting Agenda Item**

Date: February 10, 2016

To: John Deardoff, City Manager

From: Jeff Peterson, P.E., Director of Engineering

Subject: License Agreement between City of Hutchinson and Kwik Shop for Groundwater Monitoring Well Installation on City Property

Background:

The Kansas Department of Health and Environment (KDHE) requested the completion of a contamination assessment to delineate soil and groundwater contamination associated with underground storage tanks at Kwik Shop #765, located at 434 E. 17th Avenue. KDHE is requesting the installation of several soil borings and monitoring wells to delineate any possible contaminant plume. One monitoring well has been proposed to be located on City right-of-way near 17th Avenue and Plum Street. A map is enclosed with the approximate location of the proposed monitoring well.

The City has allowed private entities to construct monitoring wells on City controlled property or right-of-way with an approved license agreement. The license agreement requires the owner or licensee to relocate the test well if it is in conflict with the City use of the property.

Fiscal Costs:

All Costs will be borne by Kwik Shop

Recommendation:

Staff recommends that the attached license agreement be approved.

Attachment:

Two (2) copies of the License Agreement requiring City Signatures with supporting documentation is attached with this memo.

CITY CONTRACT NO. 2016 C _____

**MONITORING WELL INSTALLATION
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into this 29 day of January, 2016, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (hereinafter sometimes referred to as the "City"); and **KWIK SHOP, INC.**, (hereinafter sometimes referred to as "Licensee").

WHEREAS, Licensee wishes to install monitoring wells by placing same on City property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The City grants to Licensee a license to utilize the City's property for its monitoring well(s), subject to the terms and conditions hereinafter set forth;
2. The location and type of the monitoring well(s) shall be as shown on the plans submitted to the City and as approved by the City;
3. The license granted hereby is limited to the use above specified and the one licensed user. Licensee may not assign its rights hereunder without prior written consent from the City;
4. Licensee shall hold the City harmless and indemnify it against all claims, regardless of the theory of liability, arising in any way from installation, maintenance and use of the monitoring well(s) on the City property;
5. Licensee or their contractor doing the work shall notify the City of the schedule of the work and the exact nature and duration of the work at least 48 hours in advance of performing the work on the City property so final location and type of monitoring well(s) can be approved and access granted. Licensee will restore the site to conditions equivalent to those existing following the completion of a no-further-action agreement issued by the Kansas Department of Health and Environment (KDHE);
6. The parties recognize that it may be necessary to relocate the monitoring well(s), either for the benefit of the City itself, or a City franchise holder. Any such relocation shall be accomplished by Licensee, at its sole expense, promptly upon written notice from the City. Such notice shall specify the time within which relocation is to be completed. If such relocation is not completed in a timely manner by Licensee, the City may undertake and complete such work and Licensee shall reimburse the City for the

cost thereof, including appropriate overhead. If relocation is accomplished by Licensee, plans for the proposed relocation must be submitted to the City for written approval prior to beginning the relocation;

7. Licensee, on behalf of itself and its successors and assigns, hereby releases the City from any liability for damage to or destruction of the monitoring well(s), and further releases the City from liability for any injury to its business and from any other consequential damage resulting from destruction of the monitoring well(s), regardless of cause of such damage or destruction except for intentional, deliberate, willful or reckless conduct by the City; and

8. Prior to initiating any litigation regarding any disputes arising under this License Agreement, both parties agree to engage in good faith discussions and negotiations to resolve such disputes.

9. This agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY OF HUTCHINSON, KANSAS

Jade Piros de Carvalho, Mayor

ATTEST:

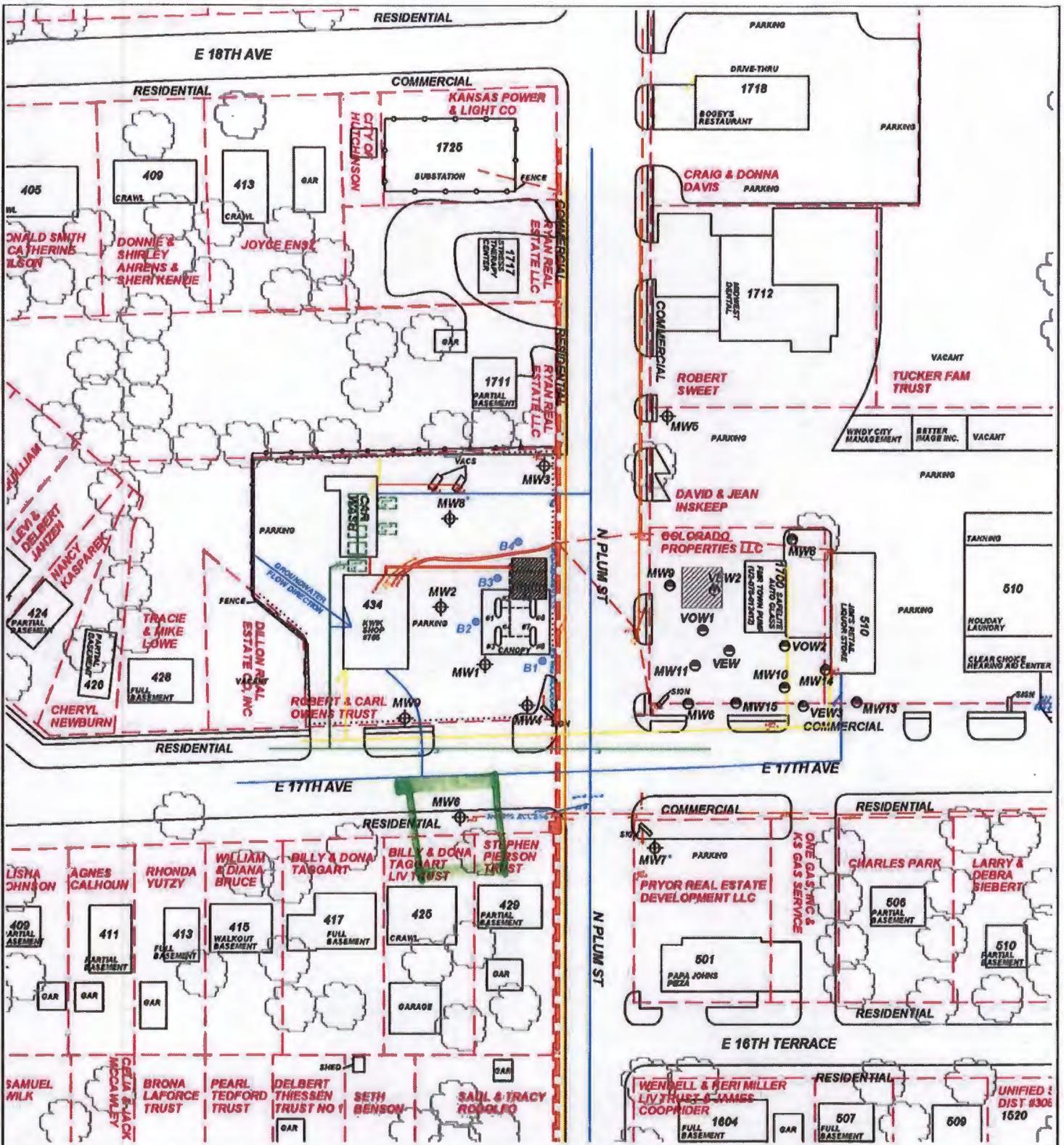
Karen Weltmer, City Clerk

KWIK SHOP, INC.

Associated Environmental, Inc.
Licensee Representative
Name Burke Jensen
Title President

APPROVED AS TO FORM:

Paul Brown, City Attorney



PROJECT: KWIK SHOP #765
ADDRESS: 434 E 17TH AVE
LOCATION: HUTCHINSON, KS
DRAWN BY: B. SCOTT **DATE:** 10/01/2015
REVISED BY: C. ROE **DATE:** 10/22/2015
AEI JOB #: TF487 **KDHE JOB #:** U2-078-14785
SCALE: 1" = 100'
 0 50 100

TITLE: Figure 2.1 Site Map 350' Radius
ASSOCIATED ENVIRONMENTAL INC.

LEGEND:
 ■ = (1)-6,000 g. gasoline, (1)-10,000 g. gasoline, (1)-10,000 g. diesel
 ● = Monitor Well (Town Pump U2-078-12412)
 ◆ = Proposed Monitor Well
 ● = Proposed Soil Boring Location
 = Site Property Boundary
 - - - = Parcel Boundary Lines
 --- = Overhead Electric (10-26)
 --- = Buried Electric (2-5)
 --- = Buried Water (3-6)
 --- = Buried Gas (2-4)
 --- = Buried Sewer (2-12)
 --- = Buried Cable (2-5)

NOTES: * = Indicates boring for unsaturated and saturated zone hydrologic data.



INTER-OFFICE COMMUNICATION

DATE: February 8, 2016

TO: John Deardoff, City Manager

CC: **Justin Combs, Parks & Facilities Director**

FROM: Pieter Miller, Airport Manager

SUBJECT: **Airport T-Hangar Lease(s)**

COUNCIL COMMUNICATION	
FOR MEETING OF	2-16-16
AGENDA ITEM	5C
FOR ACTION	✓
INFORMATION ONLY	

Background:

The current lessee for t-hangar 4 (WJ Wilbeck) provided notification on February 4th, 2016 that he no longer wanted to lease t-hangar number 4. This was in accordance with Section VIII. Paragraph A of the tenants lease. I have contacted the next interested party (Tony Beauchamp) on the t-hangar waiting list and he has agreed to lease t-hangar space from the City of Hutchinson at the current rate of \$160/month. I have included three (3) signed originals of the lease completed by the new tenant.

Action:

Staff requests that the City of Hutchinson Mayor motion to approved the cancellation of the current t-hangar 4 lease with WJ Wilbeck and approve the new t-hangar lease with Tony Beauchamp.

T-HANGAR LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2016, between _____ ("Tenant") and the City of Hutchinson, Kansas, a municipal corporation, (the "City") with respect to the facts and objectives set forth below.

RECITALS

- A. The City owns certain real property designated as the Hutchinson Regional Airport ("Airport") for general aviation use by the public and recognized by the Federal Aviation Administration ("FAA") and the Kansas Department of Transportation ("KDOT") for such general aviation use.
- B. The City owns and maintains a T-Hangar structure ("T-Hangar") at the Airport for lease to tenants for the storage of airworthy aircraft per the provisions of this Agreement and other applicable regulations.
- C. The City seeks to preserve the purpose of general aviation use of the Airport and provide for the prudent stewardship of taxpayer resources in the equitable and efficient administration of airport affairs.
- D. The City Council has authorized the City Manager to provide oversight on matters pertaining to this Lease Agreement, and the City Manager may designate other City personnel as needed to assist with the enforcement of this Agreement and other applicable regulations.
- E. Tenant desires to lease a T-Hangar from City for the purpose of storing an Airworthy Aircraft ("Aircraft") per the provisions of this Agreement and applicable ordinances and regulations.

NOW, THEREFORE, in accordance of the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

SECTION I. PERMITTED USE.

The City shall permit Tenant to store an FAA-certified airworthy Aircraft and the necessary ground handling equipment in a T-Hangar assigned to the Tenant, such T-Hangar being located at the Airport, subject to the terms and conditions herein provided and other applicable policies of the City. The storage of all other items and materials is expressly prohibited.

SECTION II. TERM.

The term for this Agreement shall be one year commencing on January 1st and ending on December 31st of the year of execution. Agreements executed after January 1st shall continue until December 31st of the year of execution. Within thirty (30) days of the end of any given year that this Agreement is effective and prior to renewing this Agreement, the Airport Manager, or designee, shall conduct an inspection of the assigned T-Hangar to determine compliance with this Agreement. If, after inspection, the Airport Manager determines that the Tenant is compliant with the terms and conditions of this Agreement, such Agreement shall be automatically renewed for another one-year term effective January 1st. Any issues of non-compliance will be addressed as provided in Sections Eight and Nine of this Agreement.

SECTION III. LEASE PAYMENT.

The City shall require the payment of a monthly Lease Rate as provided in Exhibit A. All applicable fees charged under this Agreement shall be paid to the City of Hutchinson. T-Hangar Lease Rates shall be payable by the tenth (10th) day of each month, except when the tenth (10th) day of the month falls on a weekend or holiday and then the Lease Payment shall be payable on the next business day.

SECTION IV. PENALTIES.

The City shall require the payment of applicable penalty charges when the Lease Payment is not paid to the City by the tenth (10th) day of the month. Such penalty charges shall be inclusive of the monthly Lease Payment. The Penalty Charge for City-owned T-Hangar Lease Payments shall be equal to five Percent (5%) of the Lease Payment and payable by the fifteenth (15th) day of the month.

A Daily Penalty Charge equal to Five Dollars (\$5.00) per day shall be charged to any Tenant having an outstanding balance as of the fifteenth (15th) day of the month. Such Daily Penalty Charge shall be charged until all Payments and Charges have been remitted to the City or the Lease Agreement has been terminated. Failure by any Tenants to remit payment to the City of all outstanding Lease Payments and Penalty Charges by the fifteenth (15th) day of the month may require the City to terminate the applicable Lease Agreement as provided in Section Nine, herein.

SECTION V. SETOFF PROGRAM.

The City Manager is hereby authorized to submit any Lease Payments or Penalty Charges owed to the City to the State Setoff Program, as provided in K.S.A. 75-6201 *et seq.*, for collection following the termination of the Lease Agreement.

SECTION VI. OBLIGATIONS; TENANT.

The Tenant hereby agrees as to the terms and conditions of this Lease Agreement as herein provided:

1. Tenant's Aircraft shall be periodically operated so as to represent to the City that such T-Hangar is not being used solely for the storage of the Aircraft, but that the Aircraft is using Airport facilities for the operation of the Aircraft. Tenant shall be responsible for maintaining sufficient documentation to demonstrate operation of the Aircraft.
2. Tenant shall provide to City at the time of Effective Date of this Agreement and subsequent renewals, a copy of a current Aircraft Airworthy Annual Inspection, or for non- "N" numbered aircraft, an Aircraft Annual Condition Report (Non- "N" numbered aircraft includes, but is not limited to ultralight or experimental type aircraft).
3. Tenant shall close T-Hangar doors promptly after returning or removing the Aircraft. Tenant shall not park or leave aircraft on the taxiway or on the pavement adjacent to the T-Hangar doors in a manner which unduly interferes with or obstructs access to adjacent T-Hangars, or interferes with snow removal operations.
4. Tenant agrees to not use the T-Hangar for repairing or overhauling any aircraft, vehicles or equipment, but shall only perform those specific types of preventative maintenance on any aircraft owned or operated by the Tenant as permitted by Part 43 of the Federal Aviation Regulations.
5. Tenant shall not conduct any charter, rental, repair or instructional service, or any other commercial activity or offices in the T-Hangar without prior written consent from the Airport Manager. Tenant shall not use T-Hangar for social or other gatherings.
6. Tenant agrees to promptly report to the Airport Manager, or designee, any defects in the T-Hangar which the Tenant feels may require maintenance.
7. Tenant agrees not to use the T-Hanger for storage of any vehicle or equipment which is not directly related aviation. This shall include but is not limited to watercraft, campers, mowers, recreational vehicles, or ATVs.
8. Tenant shall not transport any fuel onto public property owned by the City of Hutchinson, by automobile or aircraft, for the purposes of fueling any aircraft used by Tenant within the airspace of the City of Hutchinson. The Airport Manager agrees to make available, at the Airport and at a reasonable rate, an amount of fuel at a fuel grade sufficient to operate aircraft used by Tenant.
9. Tenant shall maintain the T-Hangar in a clean manner and shall keep it free of debris, trash, or other foreign materials. Tenant shall not place any debris, trash, or other foreign materials on Airport grounds. Tenant shall not fuel any aircraft inside the T-Hangar, or store gasoline, explosives or flammables in the T-Hangar. Tenant shall be responsible for removing any debris including snow and ice that could not be removed by the City from in front of leased T-Hanger to hanger area taxiway.
10. Tenant agrees to not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-Hangar without written consent of the Airport Manager. Tenant agrees to not attach any hoisting or holding mechanism to any part of the T-Hangar or pass any such mechanism over the struts or braces therein. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle or other hoisting device. High voltage electrical equipment or machinery shall be prohibited from use in or near any T-Hangar. The modification of existing wiring or installation of additional outlets, fixtures or the like shall be prohibited unless prior approval has been given by the Airport Manager.
11. The City will require access to any leased hangar and shall have the right of entry at any time. Tenant shall use locks provided by the City. Tenants may use a private lock after receiving express authorization from the Airport Manager. Tenants receiving such authorization must provide the Airport Manager a duplicate copy

of the key needed to unlock the private lock. Such keys shall be provided prior to hangar being assigned, or if a hangar has already been assigned, at the time of the next rental payment.

12. Tenant agrees to notify the Airport Manager when Aircraft becomes un-airworthy and requires maintenance or repair that will require a duration in excess of sixty days. Failure to notify the Airport Manager or meet the schedule may require the Airport Manager to exercise the City's rights to terminate this Agreement.
13. The Tenant hereby certifies and agrees that the Aircraft designated at the end of this Agreement shall be the only Aircraft authorized for storage in the assigned T-Hangar as provided herein. Tenants may register up to three Aircraft for application of this Lease Agreement. Tenants may store other Aircraft in the T-Hangar not listed in this Agreement by first notifying the Airport Manager prior to such storage. Such other Aircraft must be either directly owned or rented by Tenant and be FAA-certified airworthy. Failure to notify Airport Manager of the storage of such other Aircraft may require enforcement of this Lease Agreement as provided in Section Eight.
14. Tenant agrees to comply with all rules, regulations, laws, ordinances and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of the Airport or the T-Hangar.

SECTION VII. T-HANGAR INSPECTION.

The Airport Manager, or designee, shall periodically inspect the City-owned T-Hangars to determine if Tenant is in compliance with the provisions of the Lease Agreement and other applicable ordinances, regulations or policies. Inspections shall be conducted at least once per year in September, but may be conducted as often as deemed necessary by the Airport Manager. The City reserves the right to inspect City-owned T-Hangars with or without notice. Upon completion of any inspection, the City will provide the Tenant written communication verifying the inspection and any compliance issues identified. Tenants shall be allowed thirty (30) days to address compliance issues. Following the thirty (30) days, the Airport Manager shall require a re-inspection to be done on the non-compliant hangar. The Airport Manager may allow for additional time for a Tenant to come into compliance if the Airport Manager determines that a hardship exists preventing a Tenant from complying within thirty (30) days. Tenants leasing any hangars determined to be non-compliant after a re-inspection shall be provided written notice of such continued non-compliance by first class mail, return receipt requested. Said notice shall also notify Tenant of the City's intention to revoke the Lease Agreement with the Tenant within ten (10) days. The Tenant shall remove all items in the T-Hangar within ten (10) days or the City will exercise its rights contained in Section Nine of this Agreement.

SECTION VIII. TERMINATION.

- A. The Tenant may terminate this Agreement, at any time, by providing written notice to the City at least five (5) days prior to the end of any month during the term of this Agreement. Tenant will not be reimbursed any amount of the Lease Payment should Tenant elect to terminate Agreement voluntarily.
- B. The City may terminate this Agreement if the Airport Manager determines that the Tenant is in default of any of its obligations herein, including but not limited to: any provisions of this Agreement, violations of any applicable airport policies, or rules and regulations as adopted by the City or the FAA. If the City elects to terminate this Agreement, the City shall notify Tenant by first class mail, return receipt requested, at the address provided herein.
- C. City may, if after being providing notice to Tenant as provided in Section Eight, take any and all actions necessary to remove Tenant's property to allow T-Hangar to be leased by City. Tenant shall be responsible for any and all costs associated with removal of aircraft and personal property from T-Hangar, and City shall have the ability to pursue said costs with any resolution allowed in equity or law.
- D. The City shall be authorized, without prior notice to the Tenant, to enter the T-Hangar and remove all Aircraft and other personal property. Such Aircraft shall be placed on an uncovered portion of the Airport and such other personal property shall be stored at the expense of the Tenant in a warehouse of the City's choosing. At such time, this Agreement shall thereupon be automatically terminated. Such termination shall have no effect upon Tenant's obligations accrued hereunder to the date of such termination.
- E. When such Aircraft is so placed on an uncovered portion of the Airport, Tenant shall become obligated to pay the City with respect to such Aircraft, all storage rates when applicable on the Airport and all other reasonable charges imposed and expenses incurred by the City to remove the contents of T-Hangar. In addition to the foregoing, the City shall have the right to retain possession of the Aircraft and other personal property until such time as all sums due the City have been paid.

CITY OF HUTCHINSON, KANSAS

Jade Piro de Carvalho, Mayor

ATTEST:

Karen Weltmer, City Clerk

APPROVED AS TO FORM:

Paul W Brown, City Attorney

LESSEE



Tony Beachamp

PRIMARY AIRCRAFT

SECONDARY AIRCRAFT

SECONDARY AIRCRAFT

Aircraft N-Number

PA-32 Piper

Make & Model

Aircraft N-Number

Cessna 210E

Make & Model

Aircraft N-Number

Make & Model

EXHIBIT A

SCHEDULE OF RENT AND CHARGES

Rents, fees, and charges shall be as follows for the term of this lease:

A.1 Calculation of Base Rent for T-Hangar.

A. The base rent for the T-Hangar to be paid by Tenant to City during the term of this lease shall be \$160.00 due on the 10th of each month.

B. Accordingly, the rent during the primary term of this Lease is \$1920.00 annually.

A.2 Additional Rent. Any improvement costs mutually agreed upon by both parties shall be addressed via addendum to this agreement.

COUNCIL COMMUNICATION	
FOR MEETING OF	2-16-16
AGENDA ITEM	5d
FOR ACTION	✓
DISCUSSION ONLY	

City of Hutchinson

Finance Department

Interoffice Memorandum

To: Honorable Mayor and City Council
From: Frank Edwards, Director of Finance
Date: February 16, 2016
Re: December 2015 City Council Financial Reports

Each month the Finance Department provides three monthly reports consisting of 1) Statement of Cash Receipts, 2) Statement of Expenditures, 3) Statement of Cash Receipts, Expenditures and Cash Balances. These financial reports for December 2015 are submitted for your information and review.

The Statement of Cash Receipts for December is a Year-to-Date report of all cash received. Through December the General Fund collections were \$31.3 Million. The key revenue items were Property Taxes of \$9.3 Million, Sales Taxes of \$11.3 and Franchise fees of \$4.7 Million. The property tax collection represented 98.0% of the full year budget for this item. December YTD sales tax collections were ahead of budget by \$0.6 Million. Special Revenue Funds, which includes the Recreation Commission were \$6.3 Million. Beginning in October, an additional 0.35% sales tax was received which will be used to service bond debt for the voter approved Sports Arena renovation of \$29.4 Million. Through December this fund group collected 101.4% of the full year budget. The Debt Service Fund is for collection of special assessments and taxes to support bonded City projects. YTD December collections were \$5.4 Million or 123.6 % of the annual budget due to July collection of 2nd half property taxes. The Enterprise Funds are for services that are intended to be fully self-supported. The largest of these funds are the Refuse Collection, Water and Sewer which account for approximately 90% of the Enterprise Fund collections. The collection within these funds was \$15.5 Million for 2015.

The Statement of Expenditures is a report of expenditures by the four fund categories mentioned in the preceding paragraph. For 2015, the General Fund expenditures were \$29.1 Million compared to collections of \$31.3 Million as the July 2nd half property tax collections impact this comparison. The Special Revenue Fund expenditures are listed by fund type for review and are impacted by seasonal usage in several of these funds.

City of Hutchinson
Statement of Cash Receipts, Expenditures and Cash Balance
All City Funds
For the Period Ending December 31, 2015

	Unencumbered Cash Balance January 1, 2015	Cash Receipts	Expenditures	Unencumbered Cash Balance December 31, 2015	Outstanding Encumbrances and Accounts Payable	Ending Cash Balance December 31, 2015
Governmental Type Funds						
General	\$ 6,978,388	\$ 33,375,228	\$ 33,639,608	\$ 6,714,008	\$ 348,588	\$ 7,062,596
Special Revenue Funds						
Special Street	-	2,353,708	2,353,708	-	24,486	24,486
Special Parks & Recreation	-	206,170	206,170	-	511	511
Special Alcohol Programs	9,330	98,580	94,781	13,129	-	13,129
Arena Sales Tax	-	997,336	-	997,336	-	997,336
Convention & Tourism Promotion	-	790,769	790,769	-	-	-
Fun Valley	-	320,622	320,622	-	1,648	1,648
Recreation Commission	-	1,112,721	1,112,721	-	-	-
Animal Shelter	-	369,817	369,817	-	8,258	8,258
Tax Incremental Financing	1,278,444	160,275	404,648	1,034,071	6,322	1,040,393
Community Improvement District	-	239,501	229,746	9,755	-	9,755
E 911 Surcharge	628,800	332,333	196,717	764,416	384	764,800
Federal and State Grants	240,114	634,008	561,318	312,803	3,812	316,615
Planning Projects	-	74,051	22,542	51,509	-	51,509
Gossage Animal Shelter	(4,784)	62,635	57,851	-	-	-
Municipal Equipment Reserve	1,523,976	1,948,562	1,815,746	1,656,792	104,493	1,761,285
Debt Service Funds						
Bond and Interest	63,289	5,510,483	5,155,308	418,464	-	418,464
Enterprise Funds						
Refuse Collection	179,352	2,299,190	2,294,340	184,202	166,439	350,641
Golf Course	-	864,047	864,047	-	3,113	3,113
Airport	-	449,287	453,580	(4,293)	7,455	3,162
Water Utility	6,095,140	6,897,396	8,177,929	4,814,608	114,712	4,929,320
Sewer Utility	4,138,284	5,914,820	6,137,292	3,915,812	114,900	4,030,712
Storm Water Utility	1,206,521	573,923	149,145	1,631,299	5,190	1,636,489
Fiduciary Funds						
Hutchinson Community Foundation	144,246	30,852	73,263	101,835	-	101,835
Donations	83,935	375,509	254,835	204,609	10,202	214,811
Payroll Clearing	(14,772)	-	11,833	(26,605)	-	(26,605)
Fire Proceeds	5,447	72,492	30,077	47,862	-	47,862
Internal Service Funds						
Health & Dental Insurance	3,895,980	4,071,966	4,156,592	3,811,354	759	3,812,113
Risk Management	1,669,201	967,217	653,518	1,982,900	6,124	1,989,024
Worker's Compensation	1,931,385	209,220	536,984	1,603,621	610	1,604,231
Central Purchasing	62,720	262,887	240,755	84,851	-	84,851
Capital Project Funds						
Special Assessments	(156,242)	3,782,692	3,626,449	-	-	-
Capital Improvement Projects	1,883,457	11,973,338	8,281,346	5,575,448	1,248,553	6,824,001
Capital Improvement Reserve	11,131,867	8,054,252	8,339,293	10,846,826	140,256	10,987,082
Total All Funds	\$ 42,974,079	\$ 95,385,887	\$ 91,613,353	\$ 46,746,613	\$ 2,316,815	\$ 49,063,428

City of Hutchinson
Statement of Expenditures - Actual versus Budget
Budgeted Funds
For the period ending December 31, 2015

	Original Budget	Expenditures	Over (Under) Budget	Percentage of Budget Expended	Percentage of Year Complete
General Fund:					
City Council	\$ 25,000	\$ 20,810	\$ 4,190	83.24%	100.00%
City Manager	318,175	388,323	(70,148)	122.05%	100.00%
Human Resources	409,169	397,158	12,011	97.06%	100.00%
Finance	376,547	409,512	(32,965)	108.75%	100.00%
Utility Billing	802,957	787,213	15,744	98.04%	100.00%
Purchasing	129,913	140,664	(10,751)	108.28%	100.00%
Information Technology	601,861	649,428	(47,567)	107.90%	100.00%
Planning	332,478	306,034	26,444	92.05%	100.00%
Downtown Development	131,330	135,111	(3,781)	102.88%	100.00%
Housing Development	174,491	135,473	39,018	77.64%	100.00%
City Attorney	202,726	204,476	(1,750)	100.86%	100.00%
Municipal Court	442,615	439,920	2,695	99.39%	100.00%
Public Works	1,225,509	1,246,594	(21,085)	101.72%	100.00%
Engineering	1,353,126	1,281,156	71,970	94.68%	100.00%
Central Garage	1,662,772	1,472,102	190,670	88.53%	100.00%
Street Lighting	634,408	715,009	(80,601)	112.70%	100.00%
Parks	3,611,893	3,363,720	248,173	93.13%	100.00%
Police	8,679,656	8,946,612	(266,956)	103.08%	100.00%
Fire	8,082,267	8,191,761	(109,494)	101.35%	100.00%
Inspection	547,957	558,599	(10,642)	101.94%	100.00%
Animal Control	184,291	170,796	13,495	92.68%	100.00%
Growth Fund	700,000	746,931	(46,931)	106.70%	100.00%
Economic Development	267,395	471,904	(204,509)	176.48%	100.00%
Non-Departmental	6,002,738	5,714,195	288,543	95.19%	100.00%
Overhead Cost Allocation	(3,253,893)	(3,253,893)	-	100.00%	100.00%
Total General Fund	\$ 33,645,381	\$ 33,639,608	\$ 5,773	99.98%	100.00%
Special Revenue Funds:					
Special Street	\$ 2,577,090	2,353,708	\$ 223,382	91.33%	100.00%
Special Park and Pool	220,000	206,170	13,830	93.71%	100.00%
Special Alcohol	97,281	94,781	2,500	97.43%	100.00%
Convention and Tourism	791,000	790,769	231	99.97%	100.00%
Fun Valley	329,834	320,622	9,212	97.21%	100.00%
Recreation Commission	1,116,911	1,112,721	4,190	99.62%	100.00%
Animal Shelter	456,792	369,817	86,975	80.96%	100.00%
Tax Incremental Financing	473,100	404,648	68,452	85.53%	100.00%
Community Improvement District	218,000	229,746	(11,746)	105.39%	100.00%
E-911 Surcharge	608,325	196,717	411,608	32.34%	100.00%
Total Special Revenue Funds	\$ 6,888,333	\$ 6,079,699	\$ 808,634	88.26%	100.00%
Debt Service Funds:					
Bond and Interest	\$ 5,127,510	\$ 5,155,308	\$ (27,798)	100.54%	100.00%
Enterprise Funds:					
Refuse Collection	\$ 2,457,968	\$ 2,294,340	\$ 163,628	93.34%	100.00%
Golf Course	905,000	864,047	40,953	95.47%	100.00%
Airport	483,247	453,580	29,667	93.86%	100.00%
Water Utility	8,434,175	8,177,929	256,246	96.96%	100.00%
Sewer Utility	6,690,959	6,137,292	553,667	91.73%	100.00%
Storm Water Utility	157,655	149,145	8,510	94.60%	100.00%
Total Enterprise Funds	19,129,004	18,076,333	1,052,671	94.50%	100.00%
Total Budgeted Funds	\$ 64,790,228	\$ 62,950,948	\$ 1,839,280	97.16%	100.00%

City of Hutchinson
Statement of Cash Receipts - Actual versus Budget
Budgeted Funds
For the period ending Decmeber 31, 2015

	Original Budget	Cash Receipts	Over (Under) Budget	Percentage of Budget Collected	Percentage of Year Complete
General Fund					
Taxes					
Ad Valorem Property Tax	\$ 9,473,232	\$ 9,320,698	\$ (152,534)	98.39%	100.00%
Ad Valorem Vehicle Tax	1,066,102	1,195,228	129,126	112.11%	100.00%
Other Vehicle Taxes	16,384	14,500	(1,884)	88.50%	100.00%
In Lieu of Taxes	6,600	57	(6,543)	0.86%	100.00%
Delinquent Tax Collections	240,000	190,181	(49,819)	79.24%	100.00%
Local Sales Tax - Countywide	5,226,485	5,534,743	308,258	105.90%	100.00%
Local Sales Tax - Citywide	6,387,926	6,680,610	292,684	104.58%	100.00%
Intoxicating Liquor Tax	12,500	13,475	975	107.80%	100.00%
Other Revenue					
Franchise Fees	4,932,700	5,067,282	134,582	102.73%	100.00%
Intergovernmental	2,594,840	2,465,264	(129,576)	95.01%	100.00%
Licenses and Permits	444,200	498,527	54,327	112.23%	100.00%
Fines and Forfeitures	692,000	751,751	59,751	108.63%	100.00%
Use of Money & Property	20,000	33,047	13,047	165.24%	100.00%
Public Safety	107,500	64,943	(42,557)	60.41%	100.00%
Recreation and Concessions	116,800	118,275	1,475	101.26%	100.00%
Central Garage/Custodial Services	1,401,179	1,211,360	(189,819)	86.45%	100.00%
Miscellaneous Revenue	176,170	207,986	31,816	118.06%	100.00%
Interfund Transfers	7,301	7,301	-	100.00%	100.00%
Total General Fund	32,921,919	\$ 33,375,228	453,309	101.38%	100.00%
Special Revenue Funds					
Special Street	2,577,090	2,353,708	\$ (223,382)	91.33%	100.00%
Special Parks & Recreation	203,469	206,170	2,701	101.33%	100.00%
Special Alcohol Programs	90,816	98,580	7,764	108.55%	100.00%
Arena Sales Tax		997,336			
Convention & Tourism Promotion	700,000	790,769	90,769	112.97%	100.00%
Fun Valley	329,834	320,622	(9,212)	97.21%	100.00%
Recreation Commission	1,116,911	1,112,721	(4,190)	99.62%	100.00%
Animal Shelter	456,792	369,817	(86,975)	80.96%	100.00%
Tax Incremental Financing	193,667	160,275	(33,392)	82.76%	100.00%
Community Improvement District	162,000	239,501	77,501	147.84%	100.00%
E 911 Surcharge	336,000	332,333	(3,667)	98.91%	100.00%
Total Special Revenue Fund	6,166,579	6,981,832	(182,083)	113.22%	100.00%
Debt Service Funds					
Bond and Interest	4,404,423	5,510,483	\$ 1,106,060	125.11%	100.00%
Enterprise Funds					
Refuse Collection	2,287,500	2,299,190	\$ 11,690	100.51%	100.00%
Golf Course	866,000	864,047	(1,953)	99.77%	100.00%
Airport	483,247	449,287	(33,960)	92.97%	100.00%
Water Utility	7,108,972	6,897,396	(211,576)	97.02%	100.00%
Sewer Utility	5,983,818	5,914,820	(68,998)	98.85%	100.00%
Storm Water Utility	560,000	573,923	13,923	102.49%	100.00%
Total Enterprise Fund	\$ 17,289,537	\$ 16,998,663	\$ (290,874)	98.32%	100.00%
Total Budgeted Funds	\$ 60,782,458	\$ 62,866,206	\$ 1,086,412	103.43%	100.00%

PREPARED 02/10/2016, 15:55:16
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 02/12/2016 CHECK DATE: 02/12/2016

COUNCIL COMMUNICATION	
FOR MEETING OF	2-16-16
AGENDA ITEM	5e.
FOR ACTION	✓
INFORMATION ONLY	

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	HAND-ISSUED AMOUNT
0000940	00	HUTCHINSON GOVERNMENT EMPLOYEE	021216	000157		01	02/12/2016	015-0000-228.00-00	PAYROLL 02 12 16	CHECK #: 2016023	23,499.30
VENDOR TOTAL *										.00	23,499.30
0000942	00	HUTCHINSON LODGE OF THE FOP	021216	000159		01	02/12/2016	015-0000-229.00-00	PAYROLL 02 12 16	3,114.85	
VENDOR TOTAL *										3,114.85	
0000557	00	ICMA RETIREMENT TRUST-457	021216	000155		01	02/12/2016	015-0000-232.00-00	PAYROLL 02 12 16	CHECK #: 2016021	10,581.32
VENDOR TOTAL *										.00	10,581.32
0000948	00	SERVICE EMPLOYEES UNION LOCAL	021216	000156		01	02/12/2016	015-0000-229.00-00	PAYROLL 02 12 16	CHECK #: 2016022	816.21
VENDOR TOTAL *										.00	816.21
0000949	00	UNITED WAY OF RENO COUNTY	021216	000158		01	02/12/2016	015-0000-227.00-00	PAYROLL 02 12 16	669.01	
VENDOR TOTAL *										669.01	
HAND ISSUED TOTAL ***											34,896.83
TOTAL EXPENDITURES ****										3,783.86	34,896.83
GRAND TOTAL *****											38,680.69

38,680.69 +
 1,017,774.33 +
 707.00 +
 453,790.97 +
 27,289.73 +
 1,558,242.72 +

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0000987	00	A & A APPLIANCE, INC							
012016	0885	V00762	01	02/09/2016	044-7420-700.32-14	WASHER REPAIR	298.00		
						VENDOR TOTAL *	298.00		
0000121	00	ACE FIRE EXTINGUISHER CO							
14650	0720	V00623	01	02/04/2016	001-6215-552.29-57	FIRE EXT SERVICE/TRAFFIC	36.95		
						VENDOR TOTAL *	36.95		
0000132	00	ADVERTISING SPECIALTIES							
044681	0886	V00763	01	02/09/2016	001-7190-509.32-21	CLOTHING	EFT:	355.50	
						VENDOR TOTAL *	.00	355.50	
0007323	00	AETNA-HARTFORD							
0284009FEB16	0804	V00704	01	02/08/2016	032-9210-432.21-70	FEB 16 INV	12,752.04		
0284009/501	0805	V00705	01	02/08/2016	032-9210-432.21-70	STOP LOSS & ADMIN	37,345.44		
						VENDOR TOTAL *	50,097.48		
0000139	00	AGRI CENTER							
39939	0721	V00624	01	02/04/2016	001-6310-554.32-16	UNIT #55 PARTS	6.08		
IA39975	0887	V00764	01	02/09/2016	001-6310-554.32-16	RETURNED PART	48.93-		
IA39942	0888	V00765	01	02/09/2016	001-6310-554.32-16	UNIT #55 PARTS	99.60		
						VENDOR TOTAL *	56.75		
0005439	00	AIRGAS USA, LLC							
9933301043	0889	V00766	01	02/09/2016	001-6320-555.29-57	CYLINDER RENTAL	21.70		
9933301046	0890	V00767	01	02/09/2016	001-7230-522.32-03	CYLINDER RENTAL	72.85		
						VENDOR TOTAL *	94.55		
0006645	00	ALL PRO PLUMBING, HEATING & AIR, INC							
26584	0799	V00699	01	02/08/2016	089-9900-650.29-00	NEW PARK OFFICE/PO #15025	30,950.00		
						VENDOR TOTAL *	30,950.00		
0002537	00	ALTEC INDUSTRIES, INC							
5263774	0891	V00768	01	02/09/2016	001-6310-554.32-16	UNIT #149 PARTS	3,270.44		
						VENDOR TOTAL *	3,270.44		
0005040	00	AMANDA BRACKETT							
1646BRACKETT	0892	V00769	01	02/09/2016	048-0000-630.29-00	RICE 020616 A BRACKETT	50.00		
						VENDOR TOTAL *	50.00		
0007317	00	AMEC EARTH & ENVIRONMENTAL, INC							
S39990642	0893	V00770	01	02/09/2016	088-9900-650.29-00	MAPLE ST IMPROVEMENTS	8,815.00		
S39990732	0894	V00771	01	02/09/2016	088-9900-650.29-00	MAPLE ST IMPROVEMENTS	691.69		
						VENDOR TOTAL *	9,506.69		
0005913	00	AMELIA SUTTON							
C180301#11	000138		01	02/04/2016	048-0000-630.29-01	RESTITUTION/ALISHA THRASH	50.00		
						VENDOR TOTAL *	50.00		
0000079	00	AMERICAN FUN FOOD CO. INC							

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000363	00	BG CONSULTANTS, INC						
141378HDEC15	0896	V00773	01	02/09/2016	088-9900-650.29-00	3RD-5TH ST DESIGN	EFT:	15,638.00
151170HDEC15	0897	V00774	01	02/09/2016	088-9900-650.29-00	WELL #17-#13 WATERLINE	EFT:	3,385.50
151405HDEC15	0898	V00775	01	02/09/2016	088-9900-650.29-00	2016 SEWER REHABILITATION	EFT:	3,664.50
151405HJAN16	0899	V00776	01	02/09/2016	088-9900-650.29-00	2016 SEWER REHABILITATION	EFT:	18,878.25
VENDOR TOTAL *							.00	41,566.25
0000536	00	BLACK HILLS ENERGY						
6530106906FEB16	0774	V00674	01	02/05/2016	001-7250-523.26-20	FEB 16 SERVICE/CTC	EFT:	249.30
1004043301FEB16	0773	V00673	01	02/05/2016	051-6621-491.26-20	FEB 16 SERV/WTC DISPOSAL	EFT:	30.94
VENDOR TOTAL *							.00	280.24
0005076	00	BLUEGLOBES LLC						
HUT-21948	0867	V00750	01	02/08/2016	050-6971-573.32-15	WINDSOCK BOARDS	908.83	
HUT-21928	0868	V00751	01	02/08/2016	050-6971-573.32-15	WINDSOCKS	401.95	
HUT-21905	0869	V00752	01	02/08/2016	050-6971-573.32-15	SIGN PARTS	655.18	
VENDOR TOTAL *							1,965.96	
0006998	00	BOLD PLANNING, INC						
19482335	0803	V00703	01	02/08/2016	035-9840-474.29-57	ANNUAL SUBSCRIPTION KS PL	3,500.00	
VENDOR TOTAL *							3,500.00	
0005913	00	BURGER KING						
C193294FINAL	000140		01	02/04/2016	048-0000-630.29-01	RESTITUTION/LYNNETTE RICE	40.00	
VENDOR TOTAL *							40.00	
0001971	00	CARL VINCENT SERVICE						
38233	0900	V00777	01	02/09/2016	001-7230-522.29-57	PORTABLE TOLIET RENTAL/CT	75.00	
VENDOR TOTAL *							75.00	
0005913	00	CAROLYN PINA						
C139833#5	000141		01	02/04/2016	048-0000-630.29-01	RESTITUTION/JERRY BELL JR	50.00	
VENDOR TOTAL *							50.00	
0004811	00	CARQUEST OF HUTCHINSON						
6869-198538	0726	V00629	01	02/04/2016	001-6310-554.32-16	PARTS ENG #3	311.99	
6869-198548	0727	V00630	01	02/04/2016	001-6310-554.32-16	RETURNED CORE	93.00-	
VENDOR TOTAL *							218.99	
0002869	00	CARTER-WATERS CONSTRUCTION MATERIAL						
13007400	0806	V00706	01	02/08/2016	003-6420-559.32-02	COLD MIX	2,825.50	
VENDOR TOTAL *							2,825.50	
0005040	00	CASSIE COVERT						
1707COVERT	0901	V00778	01	02/09/2016	048-0000-630.29-00	HBS 020616/C COVERT	50.00	
VENDOR TOTAL *							50.00	
0005156	00	CENTRAL KANSAS VETERINARY CENTER						
220057	0902	V00779	01	02/09/2016	044-7420-700.29-52	SPAY	115.00	
VENDOR TOTAL *							115.00	
0006338	00	CENTURY LINK						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0006338	00	CENTURY LINK							
313937254	FEB16	0903	V00780	01 02/09/2016	346-7190-509.29-50	FEB 16 SERVICE	293.00		
						VENDOR TOTAL *	293.00		
0001602	00	CHENEY DOOR CO, INC							
0301156		0870	V00753	01 02/08/2016	050-6971-573.32-14	GARAGE DOOR REMOTES	200.00		
						VENDOR TOTAL *	200.00		
0002740	00	CHIEF-LAW ENFORCEMENT SUPPLY							
453509		0904	V00781	01 02/09/2016	001-7130-502.32-21	DUTY JACKETS	893.52		
						VENDOR TOTAL *	893.52		
0000377	00	CHRISTIAN JEFF							
000092401		UT		04 02/08/2016	051-0000-110.01-00	REF CREDIT/2713 N PLUM	3.68		
						VENDOR TOTAL *	3.68		
0000377	00	COACH LAMP VILLAGE							
000016359		UT		04 02/05/2016	051-0000-110.01-00	REF CREDIT/1200 E 11TH	18.79		
						VENDOR TOTAL *	18.79		
0002868	00	CONRAD FIRE EQUIPMENT, INC							
504654		0807	V00707	01 02/08/2016	001-7230-522.32-16	VALVES & ADAPTERS	110.66		
						VENDOR TOTAL *	110.66		
0004526	00	CONSOLIDATED WATER SOLUTIONS							
13984		0728	V00631	01 02/04/2016	051-6621-491.32-03	RO CLEANING CHEMICALS	1,040.03		
						VENDOR TOTAL *	1,040.03		
0000487	00	COOPER TIRE SERVICE INC							
1215883		0775	V00675	01 02/05/2016	001-6310-554.32-16	TIRES/GOLF MAINT	185.82		
1215881		0776	V00676	01 02/05/2016	001-6310-554.32-16	UNIT #531 TIRE REPAIR	23.69		
1216320		0905	V00782	01 02/09/2016	001-6310-554.32-16	UNIT #8 NEW TIRES	281.16		
1216253		0906	V00783	01 02/09/2016	001-6310-554.32-16	UNIT #2 TIRE REPAIR	36.05		
1216241		0907	V00784	01 02/09/2016	001-6310-554.32-16	BRUSH #12 TIRE REPAIR	72.10		
1216239		0908	V00785	01 02/09/2016	001-6310-554.32-16	UNIT #267 TIRE REPAIR	18.03		
1216124		0909	V00786	01 02/09/2016	001-6310-554.32-16	UNIT 32 TIRE REPAIR	108.11		
1216224		0910	V00787	01 02/09/2016	001-6310-554.32-16	UNIT #47 TIRE REPAIR	23.35		
1216220		0911	V00788	01 02/09/2016	001-6310-554.32-16	UNIT #227 TIRE REPAIR	20.60		
1216170		0912	V00789	01 02/09/2016	001-6310-554.32-16	UNIT #77 TIRE REPAIR	42.50		
1216061		0913	V00790	01 02/09/2016	001-6310-554.32-16	UNIT #98 NEW TIRES	562.32		
						VENDOR TOTAL *	1,373.73		
0005036	00	CORNEJO & SONS, LLC							
15704#7		0777	V00677	01 02/05/2016	088-9900-650.29-00	MAIN ST RECONSTRUCTION		EFT:	48,834.95
						VENDOR TOTAL *	.00		48,834.95
0000493	00	COUNTRY JUNCTION CLINIC							
0011353		0914	V00791	01 02/09/2016	044-7420-700.29-57	VET SERVICES	16.00		
0011354		0915	V00792	01 02/09/2016	044-7420-700.29-57	VET SERVICES	16.00		
						VENDOR TOTAL *	32.00		
0003794	00	CRYSTAL LAKE FISHERIES, INC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		
0003794 15847	00 0916	CRYSTAL LAKE FISHERIES, INC V00793	01	02/09/2016	002-0000-400.32-01	FISH		EFT:	1,275.00
						VENDOR TOTAL *	.00		1,275.00
0000505 64386JAN16 50658FEB16 62026FEB16 15008JAN16 15008JAN16	00 0778 0920 0919 0917 0918	CULLIGAN WATER TREATMENT V00678 V00796 V00795 V00794 V00794	01	02/05/2016 02/09/2016 02/09/2016 02/09/2016 02/09/2016	001-6945-562.29-57 001-7190-509.31-01 044-7420-700.26-30 052-6510-494.32-13 052-6510-494.32-09	JAN 16 SERVICE/ZOO FEB 16 SERVICE WATER DRINKING WATER LAB WATER	7.85 49.60 20.80 136.80 105.25		
						VENDOR TOTAL *	320.30		
0005248 93	00 0921	CUSTOM CAGE INC V00797	01	02/09/2016	036-0000-640.29-00	CAGES FOR TAHOES/PO #1602	7,200.00		
						VENDOR TOTAL *	7,200.00		
0000531 1221/1223EASTA 1221/1223EASTA	00 0871 0872	D H HOME IMPROVEMENT V00754 V00754	01	02/08/2016 02/08/2016	002-0000-400.27-01 002-0000-400.27-01	1221 E AVE A 1223 E AVE A	20,675.00 19,625.00		
						VENDOR TOTAL *	40,300.00		
0005913 C189959#39	00 000142	DANNY MASON V00799	01	02/04/2016	048-0000-630.29-01	RESTITUTION/MIGUEL JUAN	20.00		
						VENDOR TOTAL *	20.00		
0007119 503917/16	00 0922	DATAMARS INC V00798	01	02/09/2016	044-7420-700.32-13	MICROCHIPS	464.21		
						VENDOR TOTAL *	464.21		
0006805 DP1600280 DP1600280	00 0923 0924	DATAPROSE, LLC V00799 V00799	01	02/09/2016 02/09/2016	001-3050-455.29-57 001-3050-455.22-10	PRINTING & POSTAGE JAN16 PRINTING & POSTAGE JAN16		EFT: EFT:	2,609.53 7,801.45
						VENDOR TOTAL *	.00		10,410.98
0005913 MC090641#56	00 000143	DAVID ONEAL V00799	01	02/04/2016	048-0000-630.29-01	RESTITUTION/CARL WITT III	20.00		
						VENDOR TOTAL *	20.00		
0003958 15PI369 15PW370	00 0729 0730	DEAN E. NORRIS, INC. V00633	01	02/04/2016 02/04/2016	051-0000-202.00-00 051-6621-491.29-57	SS WELDING FOR SKID PIPIN SS WELDING FOR FILTERS/PI	8,836.00 350.00		
						VENDOR TOTAL *	9,186.00		
0005913 C180669FINAL	00 000144	DILLONS LOSS PREVENTION V00799	01	02/04/2016	048-0000-630.29-01	RESTITUTION/M WASHBURN	19.28		
						VENDOR TOTAL *	19.28		
0005913 MC1400817#3	00 000145	DILLONS LOSS PREVENTION V00799	01	02/04/2016	048-0000-630.29-01	RESTITUTION/H BEHNKE	20.00		
						VENDOR TOTAL *	20.00		
0005913	00	DILLONS LOSS PREVENTION							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005913	00	DILLONS LOSS PREVENTION						
C194573FINAL	000146		01	02/04/2016	048-0000-630.29-01	RESTITUTION/BREE MUNGEI	5.44	
						VENDOR TOTAL *	5.44	
0002697	00	DOONAN TRUCK & EQ OF WICHITA. INC.						
WC71831	0808	V00708	01	02/08/2016	001-6310-554.32-16	UNIT #51 REPAIRS	119.00	
WC71792	0809	V00709	01	02/08/2016	001-6310-554.32-16	UNIT #51 PARTS & LABOR	1,056.45	
WC71859	0925	V00800	01	02/09/2016	001-6310-554.32-16	UNIT #51 REPAIRS	328.73	
						VENDOR TOTAL *	1,504.18	
0005040	00	DOTTIE GERMANN						
1543GERMANN	0926	V00801	01	02/09/2016	048-0000-630.29-00	CANCEL GAZEBO 060416/D GE	17.50	
						VENDOR TOTAL *	17.50	
0000460	00	DPC ENTERPRISES, L.P.						
282000027-16	0731	V00634	01	02/04/2016	051-6621-491.32-03	CAUSTIC SODA TOTES	1,361.49	
282000025-16	0732	V00635	01	02/04/2016	051-6621-491.32-03	CAUSTIC SODA TOTES	1,361.49	
						VENDOR TOTAL *	2,722.98	
0005405	00	EHLING CUSTOM MILLS INC						
17503	0779	V00679	01	02/05/2016	001-6945-562.32-06	ALFALFA PELLET	344.00	
						VENDOR TOTAL *	344.00	
0007287	00	EYE THINK, INC.						
2016.041	0810	V00710	01	02/08/2016	088-9900-650.29-00	PUBLIC ART CONCEPT DESIGN	1,500.00	
						VENDOR TOTAL *	1,500.00	
0000694	00	FEE INSURANCE GROUP INC						
WELTNER/NOTARY	0927	V00802	01	02/09/2016	001-3000-451.31-01	NOTARY RENEWAL/K WELTER	50.00	
382909	0780	V00680	01	02/05/2016	035-9840-474.25-81	PUBLIC OFFICIAL BOND/J DE	75.00	
						VENDOR TOTAL *	125.00	
0003917	00	FILE SAFE, INC.						
25079	0733		01	02/04/2016	046-0000-112.00-00	SPECIALTY FOLDERS	577.50	
						VENDOR TOTAL *	577.50	
0003234	00	FIRST GENERATION VIDEO						
PYMT#2/2016	0811	V00711	01	02/08/2016	001-7600-610.29-00	2016 SUBSIDY	EFT:	3,000.00
						VENDOR TOTAL *	.00	3,000.00
0004900	00	FORKER SUTER LLC						
154531	0812	V00712	01	02/08/2016	001-5400-473.21-31	JAN 16 MUN COURT PROSECUT	3,442.00	
						VENDOR TOTAL *	3,442.00	
0000745	00	FORMS SYSTEMS COMPANY						
9149	0734		01	02/04/2016	046-0000-112.00-00	PRINTING	132.52	
						VENDOR TOTAL *	132.52	
0007337	00	G F PRODUCTS, INC.						
218630	0928		01	02/09/2016	046-0000-112.00-00	GLOVES	532.80	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007337	00	G F PRODUCTS, INC.						
						VENDOR TOTAL *	532.80	
0000776	00	GADES SALES CO INC						
0067882	0782	V00682	01	02/05/2016	001-6215-552.32-14	RESTOCK SUPPLIES		EFT: 905.00
0067941	0781	V00681	01	02/05/2016	089-9900-650.29-00	VIDEO DETECTION EQUIPMENT		EFT: 34,548.00
						VENDOR TOTAL *	.00	35,453.00
0000377	00	GANDY ROGER A						
000063341	UT		04	02/08/2016	051-0000-110.01-00	REF CREDIT/919 E 8TH	15.24	
						VENDOR TOTAL *	15.24	
0007339	00	GOLDEN EAGLE PKG EXPRESS						
012216	0929	V00804	01	02/09/2016	052-6510-494.22-20	SHIPPING HEATER FAN	19.90	
						VENDOR TOTAL *	19.90	
0005984	00	GOLDSTAG SECURITY						
9104	0783	V00683	01	02/05/2016	001-6945-562.29-57	JAN 16 ZOO SECURITY		EFT: 600.00
						VENDOR TOTAL *	.00	600.00
0006062	00	HARE, CHRISTY M.						
88	0784	V00684	01	02/05/2016	001-6945-562.29-57	JAN 16 WEB MAINTENANCE	30.00	
						VENDOR TOTAL *	30.00	
0000377	00	HARVEY EVANS						
000090305	UT		04	02/04/2016	051-0000-110.01-00	REF CREDIT/526 E 4TH	540.00	
						VENDOR TOTAL *	540.00	
0005913	00	HASTINGS						
C194405FINAL	000147		01	02/04/2016	048-0000-630.29-01	RESTITUTION/TY D WING	115.63	
						VENDOR TOTAL *	115.63	
0005795	00	HD SUPPLY WATERWORKS LTD						
F001118	0813	V00713	01	02/08/2016	001-3050-455.32-19	REGISTERS	2,616.50	
						VENDOR TOTAL *	2,616.50	
0005539	00	HILL'S PET NUTRITION SALES, INC.						
224937272	0930	V00805	01	02/09/2016	044-7420-700.32-06	FOOD	69.98	
224937271	0931	V00806	01	02/09/2016	044-7420-700.32-06	FOOD	70.86	
						VENDOR TOTAL *	140.84	
0005913	00	HOBBY LOBBY						
C193862#1	000148		01	02/04/2016	048-0000-630.29-01	RESTITUTION/JENNIFER LEE	10.00	
						VENDOR TOTAL *	10.00	
0001439	00	HOSKINSON SAND & GRAVEL						
020116STMT	0785	V00685	01	02/05/2016	031-6991-567.32-01	SAND/FUN VALLEY VOLLEYBAL	168.00	
						VENDOR TOTAL *	168.00	
0000660	00	HOUSKA GOLF INC						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005913	00	JC PENNY							
						VENDOR TOTAL *	300.00		
0005919	00	JERRY PIERCE							
MC1501006BDRET	000153			01 02/04/2016	048-0000-630.29-02	BOND RETURN/J PIERCE JR	99.00		
						VENDOR TOTAL *	99.00		
0004389	00	KANSAS DEPT HEALTH/ENVIR WTR	BUREAU						
C#16235FORD	0944	V00818		01 02/09/2016	052-6510-494.29-51	CERT RENEWAL/GREGORY FORD	20.00		
						VENDOR TOTAL *	20.00		
0003517	00	KANSAS GAS SERVICE							
510227480JAN16	0742	V00644		01 02/04/2016	051-6621-491.26-20	JAN 16 SERVICE/WTC	39.14		
						VENDOR TOTAL *	39.14		
0005040	00	KATHLEEN HALL							
1689HALL	0786	V00686		01 02/05/2016	048-0000-630.29-00	RICE 013116/K HALL	50.00		
						VENDOR TOTAL *	50.00		
0005913	00	KBI Lab Fee							
B101244#1	000150			01 02/04/2016	048-0000-630.29-01	RESTITUTION/T RUESCH	245.00		
						VENDOR TOTAL *	245.00		
0005040	00	KEATON DAVIES							
1597DAVIES	0945	V00819		01 02/09/2016	048-0000-630.29-00	CANCEL HBS 031216/K DAVIE	71.00		
						VENDOR TOTAL *	71.00		
0000840	00	KENNY'S ELECTRICAL CO, INC							
50666	0743	V00645		01 02/04/2016	051-6621-491.27-30	TOWER 1 BULB REPLACEMENT		EFT:	740.90
						VENDOR TOTAL *	.00		740.90
0006233	00	LAW OFFICE OF BENJAMIN FISHER							
11/17/212	0787	V00687		01 02/05/2016	001-5400-473.21-30	JAN 16 COURT APPT ATTORNE	1,600.00		
						VENDOR TOTAL *	1,600.00		
0007342	00	LEADSONLINE LLC							
235178	0976	V00846		01 02/09/2016	036-0000-640.29-00	INVESTIGATION SYSTEM	4,728.00		
						VENDOR TOTAL *	4,728.00		
0005040	00	MALLORY HEIM							
1684HEIM	0744	V00646		01 02/04/2016	048-0000-630.29-00	HBS 013016/M HEIM	50.00		
						VENDOR TOTAL *	50.00		
0000377	00	MAYES KATINA M							
000091895	UT			04 02/08/2016	051-0000-110.01-00	REF CREDIT/3110 N WALNUT	18.82		
						VENDOR TOTAL *	18.82		
0005079	00	MEMPHIS EQUIPMENT COMPANY							
0130001	0819	V00719		01 02/08/2016	001-6310-554.32-16	BRUSH #52 PARTS	190.70		
						VENDOR TOTAL *	190.70		
0006727	00	METRO COURIER, INC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND- ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		
0006727	00	METRO COURIER, INC							
0089509	0820	V00720	01	02/08/2016	051-6621-491.22-20	WATER SAMPLE SHIPPING	13.74		
0091919	0946	V00820	01	02/09/2016	051-6621-491.22-20	SHIP WATER SAMPLES	13.38		
						VENDOR TOTAL *	27.12		
0000905	00	MID-AMERICA REDI-MIX INC							
38804	0745	V00647	01	02/04/2016	051-6624-492.32-05	CONCRETE	EFT:	1,240.40	
38248	0788	V00688	01	02/05/2016	088-9900-650.29-00	CONCRETE	EFT:	162.00	
38803	0821	V00721	01	02/08/2016	089-9900-650.29-00	CONCRETE	EFT:	707.00	
						VENDOR TOTAL *	.00	2,109.40	
0004256	00	MID-AMERICA VALVE & EQUIPMENT CO.							
160030	0746	V00648	01	02/04/2016	051-6621-491.32-14	VALVE ACTUATOR	EFT:	1,805.00	
160030	0747	V00648	01	02/04/2016	051-6621-491.22-20	SHIPPING	EFT:	45.50	
						VENDOR TOTAL *	.00	1,850.50	
0000904	00	MID-KANSAS TENT AND AWNING							
18058	0748	V00649	01	02/04/2016	052-6520-495.32-16	WATER SOCKS FOR FLUSH TRU	660.00		
18216	0769	V00669	01	02/04/2016	052-6520-495.27-40	REPAIR WATER SOCK	22.00		
						VENDOR TOTAL *	682.00		
0006549	00	MIDWAY MOTORS							
85711	0822	V00722	01	02/08/2016	036-0000-640.29-00	NEW UNIT #225	21,905.00		
85698	0823	V00723	01	02/08/2016	036-0000-640.29-00	NEW UNIT #221	21,905.00		
85699	0824	V00724	01	02/08/2016	036-0000-640.29-00	NEW UNIT #223	21,905.00		
85696	0825	V00725	01	02/08/2016	036-0000-640.29-00	NEW UNIT #222	21,905.00		
85701	0826	V00726	01	02/08/2016	036-0000-640.29-00	NEW UNIT #203	23,405.00		
85695	0827	V00727	01	02/08/2016	036-0000-640.29-00	NEW UNIT #229	21,905.00		
85702	0828	V00728	01	02/08/2016	036-0000-640.29-00	NEW UNIT #231	21,905.00		
85693	0829	V00729	01	02/08/2016	036-0000-640.29-00	NEW UNIT #224	21,905.00		
85700	0830	V00730	01	02/08/2016	036-0000-640.29-00	NEW UNIT #204	23,405.00		
85692	0947	V00821	01	02/09/2016	036-0000-640.29-00	NEW UNIT #226	21,905.00		
						VENDOR TOTAL *	222,050.00		
0000916	00	MIDWEST ELECTRONIC SUPPLY INC							
B60340170	0948	V00822	01	02/09/2016	001-7191-511.29-57	COAXIAL CABLE	73.99		
						VENDOR TOTAL *	73.99		
0001071	00	MIDWEST SUPERSTORE FORD-LINCOLN							
FOCS473685	0749	V00650	01	02/04/2016	001-6310-554.32-16	UNIT #571 REPAIRS	2,079.75		
3722FOW	0789	V00689	01	02/05/2016	001-6310-554.32-16	UNIT #257 PARTS	67.05		
						VENDOR TOTAL *	2,146.80		
0000377	00	MILLER CLINTON D							
000091801	UT		04	02/08/2016	051-0000-110.01-00	REF CREDIT/330 S LORRAINE	11.81		
						VENDOR TOTAL *	11.81		
0000955	00	MURPHY TRACTOR & EQUIPMENT CO.							
467263	0831	V00731	01	02/08/2016	001-6310-554.32-16	UNIT #25 PARTS	651.42		
469453	0832	V00732	01	02/08/2016	001-6310-554.32-16	UNIT #25 PARTS	251.30		

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0000955	00	MURPHY TRACTOR & EQUIPMENT CO.							
						VENDOR TOTAL *	902.72		
0006754	00	NACHURS ALPINE SOLUTIONS CORP							
00163600	0875	V00757	01	02/08/2016	050-6971-573.32-03	RUNWAY DEICE CHEMICAL/PO	5,568.75		
						VENDOR TOTAL *	5,568.75		
0000377	00	NAIL VERONICA M							
000068955	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	20.79		
						VENDOR TOTAL *	20.79		
0006350	00	NATIONAL SCREENING BUREAU							
1601153	0750	V00651	01	02/04/2016	035-9840-474.21-43	DRUG TESTING		EFT:	495.00
						VENDOR TOTAL *	.00		495.00
0005919	00	NICOLE WARD							
MC1500447BDRET	000154		01	02/04/2016	048-0000-630.29-02	BOND RETURN/NICOLE DAVIS	100.00		
						VENDOR TOTAL *	100.00		
0001433	00	NISLY BROTHERS TRASH SERVICES, INC.							
0000067628	0949	V00823	01	02/09/2016	052-6510-494.26-60	SOLIDS DISPOSAL	298.00		
						VENDOR TOTAL *	298.00		
0006500	00	O'CONNOR COMPANY, INC							
80958686	0751	V00652	01	02/04/2016	052-6510-494.32-14	FANS FOR HEATERS	264.26		
						VENDOR TOTAL *	264.26		
0001101	00	PEPSI COLA COMPANY							
36214059	0954	V00825	01	02/09/2016	001-6970-564.32-41	POP MACHINE PROD/MEM HALL	545.34		
81371561	0950	V00824	01	02/09/2016	048-0000-630.32-41	POP MACHINE/PW	73.71		
81371561	0951	V00824	01	02/09/2016	048-0000-630.32-41	POP MACHINE/PARK	40.95		
81371561	0952	V00824	01	02/09/2016	048-0000-630.32-41	POP MACHINE/CH	33.86		
81371561	0953	V00824	01	02/09/2016	048-0000-630.32-41	POP MACHINE/WWTP	16.38		
						VENDOR TOTAL *	710.24		
0000377	00	PETTY CASH							
000069891	UT		04	02/05/2016	051-0000-110.01-00	REF PETTY CASH CK#1557	791.00		
						VENDOR TOTAL *	791.00		
0007294	00	PLUMBING ASSOC OF CENTRAL KANSAS							
259	0763	V00663	01	02/04/2016	001-7310-480.29-57	CONTINUING EDUCATION SPEA	586.50		
						VENDOR TOTAL *	586.50		
0000095	00	PRAIRIELAND PARTNERS							
1236279	0752	V00653	01	02/04/2016	001-6310-554.32-16	UNIT #666 PARTS		EFT:	65.04
1236966	0790	V00690	01	02/05/2016	001-6310-554.32-16	UNIT #598 PARTS		EFT:	42.21
1237813	0956	V00827	01	02/09/2016	001-6310-554.32-16	MOWER #649 PARTS		EFT:	152.12
1237714	0957	V00828	01	02/09/2016	001-6310-554.32-16	MOWER #649 PARTS		EFT:	371.16
1237846	0955	V00826	01	02/09/2016	036-0000-640.29-00	NEW MOWER #304/PO #160185		EFT:	25,538.00
						VENDOR TOTAL *	.00		26,168.53
0003186	00	PROFESSIONAL TURF PRODUCTS, LP							

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003186	00	PROFESSIONAL TURF PRODUCTS, LP						
1324403-00	0753	V00654	01	02/04/2016	001-6310-554.32-16	TORO MOWER PARTS	EFT:	53.28
1325153-00	0958	V00829	01	02/09/2016	001-6310-554.32-16	MOWER #325 PARTS	EFT:	315.46
VENDOR TOTAL *							.00	368.74
0007340	00	PUBLIC AGENCY TRAINING COUNCIL						
203181	0959	V00830	01	02/09/2016	001-7130-502.29-60	REGISTRATION/JP RAYL	495.00	
VENDOR TOTAL *							495.00	
0001145	00	PUR-O-ZONE INC						
689509	0834	V00734	01	02/08/2016	001-6960-569.32-14	MOP PAD	EFT:	18.50
689510	0833	V00733	01	02/08/2016	001-6970-564.32-14	CORD WRAP	EFT:	12.44
VENDOR TOTAL *							.00	30.94
0001150	00	QUALITY BODY SHOP INC						
23302	0835	V00735	01	02/08/2016	001-7230-522.27-40	UNIT #E6 REPAIRS	1,244.20	
VENDOR TOTAL *							1,244.20	
0002936	00	R.E. PEDROTTI CO., INC.						
00052403HUKSTTJ0961		V00832	01	02/09/2016	052-6510-494.22-20	SHIPPING	EFT:	8.95
00052403HUKSTTJ0962		V00832	01	02/09/2016	052-6510-494.32-15	TELEMETRY PARTS	EFT:	492.00
VENDOR TOTAL *							.00	500.95
0005530	00	RAYL, JUSTIN						
021416MIDWSTCIT0791		V00691	01	02/05/2016	001-7130-502.22-40	PER DIEM/NEGOTIATIONS TRN	230.00	
VENDOR TOTAL *							230.00	
0001176	00	RENO COUNTY EXTENSION						
020116	0943	V00817	01	02/09/2016	001-6950-563.29-57	SOIL SAMPLES	108.00	
VENDOR TOTAL *							108.00	
0001174	00	RENO COUNTY TREASURER						
2016NEWWORLD	0963	V00833	01	02/09/2016	001-7110-500.27-60	2016 NEW WORLD MAINT/30%	49,598.10	
NEWWORLD2016	0964	V00834	01	02/09/2016	346-7190-509.29-63	2016 NEW WORLD MAINT/40%	66,130.80	
VENDOR TOTAL *							115,728.90	
0001196	00	ROSE MOTOR SUPPLY CO INC						
209756B	0754	V00655	01	02/04/2016	001-6310-554.32-16	UNIT #90 PARTS	EFT:	609.66
210499B	0756	V00656	01	02/04/2016	001-6310-554.32-16	TRK #4 PARTS	EFT:	16.79
210370B	0757	V00657	01	02/04/2016	001-6310-554.32-16	RETURN CORE/RETURN PART	EFT:	44.51
210304B	0758	V00658	01	02/04/2016	001-6310-554.32-16	ENG #3/TRK #4 PARTS	EFT:	16.91
210445B	0759	V00659	01	02/04/2016	001-6310-554.32-16	UNIT #88 PARTS	EFT:	4.95
210430B	0792	V00692	01	02/05/2016	001-6310-554.32-16	UNIT #90 PARTS	EFT:	10.55
210760B	0794	V00694	01	02/05/2016	001-6310-554.32-16	STOCK PARTS & SUPPLIES	EFT:	1,492.36
210939B	0836	V00736	01	02/08/2016	001-6310-554.32-16	STOCK PARTS	EFT:	42.84
210381B	0965	V00835	01	02/09/2016	001-6310-554.32-16	UNIT #98 MIRROR	EFT:	10.53
209756B	0755	V00655	01	02/04/2016	001-6320-555.32-14	SHOP TOOL	EFT:	39.79
210791B	0793	V00693	01	02/05/2016	001-6320-555.32-14	SHOP TOOLS	EFT:	48.76
VENDOR TOTAL *							.00	2,248.63
0002570	00	ROTARY CLUB						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0002570	00	ROTARY CLUB						
2378	0817	V00717	01	02/08/2016	048-0000-630.29-00	PATIO PROJECT	484.57	
						VENDOR TOTAL *	484.57	
0001655	00	RYLKO FENCE CO						
4081	0873	V00755	01	02/08/2016	050-6971-573.27-10	FENCING	1,540.84	
						VENDOR TOTAL *	1,540.84	
0006642	00	SAF-T-GLOVE, INC						
795871-00	0837		01	02/08/2016	046-0000-112.00-00	HARD HATS	108.75	
						VENDOR TOTAL *	108.75	
0007100	00	SCHENDEL PEST SERVICES						
60294279	0798	V00698	01	02/05/2016	001-6215-552.29-57	PEST CONTROL/TRAFFIC SHOP	33.00	
60304672	0967	V00837	01	02/09/2016	001-7250-523.29-57	PEST CONTROL ST#1	19.00	
60304677	0968	V00838	01	02/09/2016	001-7250-523.29-57	PEST CONTROL ST #6	19.00	
60301959	0969	V00839	01	02/09/2016	044-7420-700.29-57	PEST CONTROL ANIMAL SHELVT	33.00	
60301956	0876	V00758	01	02/08/2016	050-6971-573.29-57	JAN 16 SERVICE/AIRPORT	43.00	
						VENDOR TOTAL *	147.00	
0004654	00	SCHMIDT, CAROLYN L.						
430	0760	V00660	01	02/04/2016	001-5400-473.29-57	JAN 16 TRANSLATION	75.00	
						VENDOR TOTAL *	75.00	
0007338	00	SCHUBERT, MICHAEL						
020116	0970	V00840	01	02/09/2016	002-0000-400.29-57	SITE VISIT	3,862.72	
						VENDOR TOTAL *	3,862.72	
0001829	00	SCKEDD						
020116CDBG14	0877	V00759	01	02/08/2016	002-0000-400.27-01	FINAL INSP/LEAD 1221 E A	600.00	
020116CDBG14	0878	V00759	01	02/08/2016	002-0000-400.27-01	MORTGAGE FEE/1221 E A	48.32	
020116CDBG14	0879	V00759	01	02/08/2016	002-0000-400.27-01	RADON TESTING	875.00	
020116CDBG14	0880	V00759	01	02/08/2016	002-0000-400.27-01	FINAL INSP/LEAD 1223 E A	600.00	
020116CDBG14	0881	V00759	01	02/08/2016	002-0000-400.27-01	MORTGAGE FEE/1223 E A	46.82	
						VENDOR TOTAL *	2,170.14	
0001104	00	SDK LABORATORIES INC.						
JAN16	0971	V00841	01	02/09/2016	051-6621-491.21-70	WATER SAMPLE ANALYSES		EFT: 95.00
						VENDOR TOTAL *	.00	95.00
0001224	00	SECRETARY OF STATE OF KANSAS						
NOTARY/WELTMER	0978	V00848	01	02/09/2016	001-3000-451.31-01	NOTARY RENEWAL/K WELTMER	25.00	
						VENDOR TOTAL *	25.00	
0003826	00	SECURITY 1ST TITLE, LLC-HUTCHINSON						
170097	0761	V00661	01	02/04/2016	001-7310-480.29-57	TITLE SEARCH	175.00	
						VENDOR TOTAL *	175.00	
0005913	00	SHAUNNA GEILS						
F102169#1	000151		01	02/04/2016	048-0000-630.29-01	RESTITUTION/DESTINY NEILL	150.00	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005913	00	SHAUNNA GEILS							
						VENDOR TOTAL *	150.00		
0004340	00	SIGN LANGUAGE INTERPRETING SER							
11756	0838	V00738	01	02/08/2016	001-1100-410.29-57	SIGN LANGUAGE SERVICES JA		EFT:	357.00
						VENDOR TOTAL *	.00		357.00
0007343	00	SOURCE, INCORPORATED OF MISSOURI							
315381	0977	V00847	01	02/09/2016	036-0000-640.29-00	CRADLE POINT TECH/PO #160	12,494.25		
						VENDOR TOTAL *	12,494.25		
0005001	00	SOUTH CENTRAL TELEPHONE/SCTELCOM							
358004114FEB16	0966	V00836	01	02/09/2016	346-7190-509.29-50	FEB 16 SERVICE	50.00		
						VENDOR TOTAL *	50.00		
0005109	00	SOUTHERN UNIFORM & EQUIPMENT							
27854	0972	V00842	01	02/09/2016	001-7130-502.32-21	CLOTHING/SMITH	80.99		
26088	0973	V00843	01	02/09/2016	001-7130-502.32-21	CLOTHING/KELLY	161.64		
27855	0974	V00844	01	02/09/2016	001-7410-481.32-21	CLOTHING/ELAM	272.45		
						VENDOR TOTAL *	515.08		
0004222	00	SPITLER, AMY							
MILEAGE/SPILTER	0975	V00845	01	02/09/2016	001-5400-473.22-40	MILEAGE/TOLLS/TOPEKA 0205	194.50		
						VENDOR TOTAL *	194.50		
0005040	00	STEVE LONG							
1490LONG	0979	V00849	01	02/09/2016	048-0000-630.29-00	CANCEL HBS 071016/S LONG	88.50		
						VENDOR TOTAL *	88.50		
0001237	00	STUTZMAN REFUSE DISPOSAL INC							
JAN16	0839	V00739	01	02/08/2016	005-6710-490.29-59	JAN 16 REFUSE COLLECTION	166,770.79		
						VENDOR TOTAL *	166,770.79		
0007036	00	SUMMIT TRUCK GROUP							
409128580	0795	V00695	01	02/05/2016	001-6310-554.32-16	UNIT #2 PARTS	110.70		
						VENDOR TOTAL *	110.70		
0006108	00	SUNFLOWER AG ENTERPRISES, LC							
155	0762	V00662	01	02/04/2016	052-6510-494.29-57	BIOSOLIDS HAULING/PO #160	18,131.35		
						VENDOR TOTAL *	18,131.35		
0001240	00	SUNFLOWER ELECTRIC SUPPLY INC							
145654-00	0980	V00850	01	02/09/2016	001-6320-555.32-14	RETURNED PART	8.05-		
14676-00	0981	V00851	01	02/09/2016	001-6320-555.32-14	REPLACEMENT CORDLESS DRIL	118.80		
						VENDOR TOTAL *	110.75		
0005807	00	T & C MFG & OPERATING, INC.							
27912	0982	V00852	01	02/09/2016	055-0000-670.29-57	DISPOSAL WELL FALL OFF TE	1,000.00		
						VENDOR TOTAL *	1,000.00		
0001243	00	T & E OIL COMPANY INC							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001243	00	T & E OIL COMPANY INC						
425939	0840	V00740	01	02/08/2016	001-6310-554.32-28	DIESEL FUEL		EFT: 10,800.50
							VENDOR TOTAL *	10,800.50
0000377	00	THE CLUSTERS APARTMENTS						
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	19.04	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	14.81	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	40.83	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	17.49	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	20.95	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	32.71	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	20.80	
000057129	UT		04	02/05/2016	051-0000-110.01-00	REF CREDIT/1401 E 23RD	2.82	
							VENDOR TOTAL *	169.45
0005544	00	THINK! TONER AND INK						
10048488	0841	V00741	01	02/08/2016	001-3100-452.31-05	TONER	81.99	
							VENDOR TOTAL *	81.99
0002595	00	THOMSON REUTERS - WEST						
833392239	0983	V00853	01	02/09/2016	001-7130-502.29-57	INFO CHARGES	144.32	
							VENDOR TOTAL *	144.32
0003880	00	TITLEIST						
901925464	0764	V00664	01	02/04/2016	008-6920-570.39-67	PRO SHOP MERCH/PO #160078	378.48	
901921208	0765	V00665	01	02/04/2016	008-6920-570.39-67	PRO SHOP MERCH/PO #160078	546.60	
							VENDOR TOTAL *	925.08
0005040	00	TROY ROBINSON						
1666ROBINSON	0766	V00666	01	02/04/2016	048-0000-630.29-00	HBS 023016 T ROBINSON	50.00	
							VENDOR TOTAL *	50.00
0005818	00	TYLER TECHNOLOGIES, INC						
025-146418	0767	V00667	01	02/04/2016	036-0000-640.29-00	RECEIPT PRINTER	1,050.00	
							VENDOR TOTAL *	1,050.00
0001271	00	ULTRAMAX						
156697	0984	V00854	01	02/09/2016	001-7130-502.32-23	AMMO	675.00	
							VENDOR TOTAL *	675.00
0001277	00	UNDERGROUND VAULTS AND						
134791	0985	V00855	01	02/09/2016	001-7130-502.29-57	SHRED SERVICE	30.00	
							VENDOR TOTAL *	30.00
0001355	00	USDA APHIS						
3001864155	0882	V00760	01	02/08/2016	050-6971-573.29-57	WILDLIFE SERVICES	15,651.41	
							VENDOR TOTAL *	15,651.41
0002384	00	VERIZON WIRELESS						
483016911FEB16	0986	V00856	01	02/09/2016	346-7190-509.29-50	FEB 16 SERVICE/40%		EFT: 384.10

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0002384	00	VERIZON WIRELESS						
						VENDOR TOTAL *	.00	384.10
0003623	00	VISA - HEARTLAND CREDIT UNION						
2087JAN16	1005	V00865	01	02/09/2016	001-1100-410.29-57	ALLIE'S/LUNCH COMM MTG	187.65	
2087JAN16	1006	V00865	01	02/09/2016	001-1100-410.29-57	ALLIE'S/LUNCH COMM MTG CR	187.65-	
2087JAN16	1007	V00865	01	02/09/2016	001-1100-410.29-57	ALLIE'S/LUNCH COMM MTG	172.00	
7774JAN16	0847	V00743	01	02/08/2016	001-2100-420.31-01	HOBBY LOBBY/FRAME	33.02	
7774JAN16	0848	V00743	01	02/08/2016	001-2100-420.22-40	FALLING WATER GRILLE/LUNC	11.19	
7774JAN16	0849	V00743	01	02/08/2016	001-2100-420.22-40	PAISANOS/DINNER CITY HALL	188.53	
7774JAN16	0850	V00743	01	02/08/2016	001-2100-420.22-40	KWIK SHOP/GAS TOPEKA	17.73	
7774JAN16	0851	V00743	01	02/08/2016	001-2100-420.22-40	KWIK SHOP/GAS TOPEKA	15.18	
7774JAN16	0852	V00743	01	02/08/2016	001-2100-420.29-53	CH OF COMMERCE/2016 ANNUA	540.00	
2087JAN16	1008	V00865	01	02/09/2016	001-2100-420.22-40	CAPITAL PLAZA/LUNCH	37.65	
2087JAN16	1009	V00865	01	02/09/2016	001-2100-420.22-40	PT'S COFFEE/COFFEE	14.46	
5296JAN16	0883	V00761	01	02/08/2016	001-3050-455.32-14	WESTLAKE/PADLOCKS	299.50	
5296JAN16	0884	V00761	01	02/08/2016	001-3050-455.32-14	NIDWEST ELECT/POWER INVER	47.09	
9173JAN16	0992	V00859	01	02/09/2016	001-6210-551.32-21	TRACTOR SUP/BOOTS	12.00	
0438JAN16	0988	V00857	01	02/09/2016	001-7210-520.29-53	KSAFC/MEMBERSHIP DUES	40.00	
0438JAN16	0987	V00857	01	02/09/2016	001-7220-521.22-40	KCIAAI/ARSON INVEST.	880.00	
9388JAN16	0994	V00860	01	02/09/2016	001-7230-522.22-10	JOYS/SHIPPING	20.48	
9388JAN16	0996	V00860	01	02/09/2016	001-7230-522.29-60	WALMART/COFFEE SUPPLIES	27.72	
9934JAN16	0999	V00861	01	02/09/2016	001-7230-522.31-02	ACTIVE 911/RENEWAL	247.72	
9934JAN16	1000	V00861	01	02/09/2016	001-7230-522.29-60	DILLONS/REHAB FOOD	7.97	
9934JAN16	1001	V00861	01	02/09/2016	001-7230-522.32-16	RAM MOUNTS/IPAD MOUNTS	286.50	
9388JAN16	0993	V00860	01	02/09/2016	001-7250-523.32-17	LOWES/PAINT	103.88	
9388JAN16	0995	V00860	01	02/09/2016	001-7250-523.32-17	HOME DEPOT/PAINT	27.04	
9388JAN16	0997	V00860	01	02/09/2016	001-7250-523.32-09	WALMART/COAT RACK	14.97	
9388JAN16	0998	V00860	01	02/09/2016	001-7250-523.32-09	WALMART/KITCHEN SUPPLIES	64.51	
0478JAN16	0842	V00742	01	02/08/2016	001-9500-620.29-00	WALMART/AWARDS LUNCHEON	67.12	
0478JAN16	0843	V00742	01	02/08/2016	001-9500-620.29-00	WALMART/TV FOR SERVICE AW	158.00	
0478JAN16	0844	V00742	01	02/08/2016	001-9500-620.29-00	TARGET/TV FOR SERVICE AWA	399.99	
0478JAN16	0845	V00742	01	02/08/2016	001-9500-620.29-00	DILLONS/GIFT CARDS FOR SE	219.80	
0478JAN16	0846	V00742	01	02/08/2016	001-9500-620.29-00	WALMART/AWARDS LUNCHEON	26.32	
1360JAN16	0853		01	02/08/2016	046-0000-112.00-00	ROBERTS/OFFICE SUPPLIES	2,420.79	
1360JAN16	0854		01	02/08/2016	046-0000-112.00-00	JANITORIAL SUPP/SUPPLIES	337.52	
1360JAN16	0855		01	02/08/2016	046-0000-112.00-00	SAFETY ZONE/MARKING FLAGS	100.75	
1360JAN16	0856		01	02/08/2016	046-0000-112.00-00	ROBERTS/OFFICE SUPPLIES	13.90	
1360JAN16	0857		01	02/08/2016	046-0000-112.00-00	STANION ELECT/ELECT SUPPL	1,455.00	
1360JAN16	0858		01	02/08/2016	046-0000-112.00-00	ROBERTS/OFFICE SUPPLIES	664.17	
1360JAN16	0859		01	02/08/2016	046-0000-112.00-00	STANION ELECT/ELECT SUPPL	245.53	
1360JAN16	0860		01	02/08/2016	046-0000-112.00-00	STANION ELECT/ELECT SUPPL	58.02	
1360JAN16	0861		01	02/08/2016	046-0000-112.00-00	ROBERTS/OFFICE SUPPLIES	184.58	
9085JAN16	0989	V00858	01	02/09/2016	051-6621-491.29-53	AWWA/MEMBERSHIP DUES	75.00	
9085JAN16	0990	V00858	01	02/09/2016	052-6510-494.22-20	JOYS/SHIPPING	14.73	
9085JAN16	0991	V00858	01	02/09/2016	052-6510-494.29-53	WEF/MEMBERSHIP DUES	81.00	
						VENDOR TOTAL *	9,631.36	
0006765	00	VIVERAE, INC						
27449	0768	V00668	01	02/04/2016	032-9210-432.21-90	WELLNESS PROGRAM	1,350.00	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0006765	00	VIVERAE, INC						
						VENDOR TOTAL *	1,350.00	
0000975	00	VOSS LIGHTING						
17191497-00	1002		01	02/09/2016	046-0000-112.00-00	LAMPS	176.40	
						VENDOR TOTAL *	176.40	
0005913	00	WALMART RESTITUTION RECOVERY						
C186074FINAL	000152		01	02/04/2016	048-0000-630.29-01	RESTITUTION/T ROBINSON	9.88	
						VENDOR TOTAL *	9.88	
0004484	00	WESTAR ENERGY						
3338726849FEB16	1003	V00863	01	02/09/2016	001-6940-561.26-10	FEB 16 SERV/DILLON PARK	24.18	
3013908723JAN16	0796	V00696	01	02/05/2016	001-7190-509.26-10	JAN 16 SERVICE/SIREN	488.33	
						VENDOR TOTAL *	512.51	
0001324	00	WESTERN SUPPLY CO						
1059520	0862	V00745	01	02/08/2016	036-0000-640.29-00	BRUSH 22 PARTS	22.77	
1059462	0863	V00746	01	02/08/2016	036-0000-640.29-00	BRUSH 22 PARTS	128.31	
1059191	0864	V00747	01	02/08/2016	036-0000-640.29-00	BRUSH 22 PARTS	61.60	
1059489	0865	V00748	01	02/08/2016	036-0000-640.29-00	BRUSH 22 PARTS	47.25	
1059490	0866	V00749	01	02/08/2016	036-0000-640.29-00	BRUSH 22 PARTS	22.77	
						VENDOR TOTAL *	282.70	
0001359	00	YMCA						
FEB16	0797	V00697	01	02/05/2016	032-9210-432.21-80	FEB 16 MEMBERSHIPS		EFT: 190.00
						VENDOR TOTAL *	.00	190.00
						EFT/EPAY TOTAL ***		189,593.39
						TOTAL EXPENDITURES ****	828,180.94	189,593.39
						GRAND TOTAL *****		1,017,774.33

PREPARED 02/03/2016, 11:38:06
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 01/31/2016 CHECK DATE: 01/31/2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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0000016	00	CITY BEVERAGE COMPANY INC						
251114	000137		01	01/31/2016	008-6920-570.32-40	BEER	CHECK #: 2016019	109.00
						VENDOR TOTAL *	.00	109.00
0007327	00	SURENCY LIFE AND HEALTH						
013116	000136		01	01/31/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016020	598.00
						VENDOR TOTAL *	.00	598.00
						HAND ISSUED TOTAL ***		707.00
						TOTAL EXPENDITURES ****	.00	707.00
					GRAND TOTAL	*****		707.00

VEND NO	SEQ#	VENDOR NAME	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	HAND-ISSUED
NO	NO	NO	AMOUNT
		BNK CHECK/DUE	
		DATE	
		ACCOUNT	
		NO	
		ITEM	
		DESCRIPTION	
		CHECK	
		AMOUNT	
0000121	00	ACE FIRE EXTINGUISHER CO	
14656	0557	V00488 01 01/29/2016	001-6320-555.29-57 ANNUAL FIRE EXT SERV/CENT 42.06
14651	0522	V00455 01 01/28/2016	001-6940-561.29-57 ANNUAL FIRE EXT CHECK/AVE 19.85
14652	0523	V00456 01 01/28/2016	001-6940-561.29-57 ANNUAL FIRE EXT SERVICE/R 3.00
14646	0524	V00457 01 01/28/2016	001-6940-561.29-57 ANNUAL FIRE EXT SERVICE/H 3.00
14645	0525	V00458 01 01/28/2016	001-6940-561.29-57 ANNUAL FIRE EXT SERVICE/P 193.99
14648	0526	V00459 01 01/28/2016	001-6940-561.29-57 SEMI-ANNUAL SERVICE CHEMI 97.50
14572	0528	V00461 01 01/28/2016	001-6970-564.29-57 ANNUAL FIRE EXT SERVICE/M 55.35
14574	0527	V00460 01 01/28/2016	001-6980-565.29-57 ANNUAL FIRE EXT SERVICE/S 116.58
14653	0558	V00489 01 01/29/2016	003-6420-559.29-57 ANNUAL FIRE EXT SERV/PUBL 108.95
14649	0605	V00531 01 02/02/2016	008-6920-570.29-57 FIRE EXT SERVICE/GOLF 26.75
14647	0606	V00532 01 02/02/2016	008-6920-570.29-57 FIRE EXT SERVICE/GOLF 9.00
14654	0608	V00534 01 02/02/2016	009-6930-571.29-57 FIRE EXT SERVICE/SALT CIT 15.00
14655	0604	V00530 01 02/02/2016	044-7420-700.43-16 FIRE EXT SERVICE/ANIMAL S 24.00
14605	0607	V00533 01 02/02/2016	051-6621-491.29-57 FIRE EXT SERVICE/WTC 103.10
14653	0560	V00489 01 01/29/2016	051-6624-492.29-57 ANNUAL FIRE EXT SERV/PUBL 108.95
14587	0603	V00529 01 02/02/2016	052-6510-494.29-57 FIRE EXT SERVICE/WWTP 229.18
14653	0559	V00489 01 01/29/2016	052-6520-495.29-57 ANNUAL FIRE EXT SERV/PUBL 108.96
			VENDOR TOTAL * 1,265.22
0000139	00	AGRI CENTER	
39965	0609	V00535 01 02/02/2016	001-6310-554.32-16 STOCK FILTERS 147.29
			VENDOR TOTAL * 147.29
0005439	00	AIRGAS USA, LLC	
9047563496	0561	V00490 01 01/29/2016	001-7230-522.32-03 CYL REFILL/FIRE 27.00
9932592481	0610	V00536 01 02/02/2016	051-6621-491.29-57 CYLINDER RENTAL/WTC 9.30
9932592483	0611	V00537 01 02/02/2016	052-6510-494.29-57 CYLINDER RENTAL/WWTP 4.65
			VENDOR TOTAL * 40.95
0007155	00	ALLSTATE BENEFITS/PMT PROCESSING	
23243/JAN16	0477	01 01/27/2016	015-0000-217.00-00 JAN 16 INV 1,500.56
			VENDOR TOTAL * 1,500.56
0001116	00	AMERICAN FENCE COMPANY	
1891782	0612	V00538 01 02/02/2016	089-9900-650.29-00 FENCE RENTAL EFT: 197.40
			VENDOR TOTAL * .00 197.40
0000079	00	AMERICAN FUN FOOD CO. INC	
204636-0	0478	01 01/27/2016	046-0000-112.00-00 JANITORIAL SUPPLIES EFT: 106.08
			VENDOR TOTAL * .00 106.08
0007072	00	ANDERSON ALIGNMENT SERVICE LLC	
32829	0479	V00417 01 01/27/2016	001-6310-554.32-16 TRK #4 REPAIRS EFT: 338.75
			VENDOR TOTAL * .00 338.75
0000249	00	APPLE LANE ANIMAL HOSPITAL PA	
16275/JAN16	0613	V00539 01 02/02/2016	044-7420-700.32-13 MED SUPPLIES 155.05
11127/JAN16	0614	V00540 01 02/02/2016	044-7420-700.29-52 VET SERVICES 985.00
11127/JAN16	0615	V00540 01 02/02/2016	044-7420-700.29-57 VET SERVICES 118.00

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005040	00	BOBBIE LAMB							
1719LAMB	0570	V00499	01	01/29/2016	048-0000-630.29-00	RICE 012416/B LAMB	50.00		
						VENDOR TOTAL *	50.00		
0007331	00	BOGER, DARRELL L							
012316	0531	V00464	01	01/28/2016	001-7310-480.29-57	EDUCATION TRAINING SPEAKE	697.20		
						VENDOR TOTAL *	697.20		
0006022	00	BREATHING AIR SERVICES, INC							
2181	0500	V00434	01	01/27/2016	001-7230-522.27-50	SERVICE BREATHING AIR COM	733.20		
						VENDOR TOTAL *	733.20		
0002659	00	BRYANT & BRYANT CONST, INC							
15-47	003105		01	01/29/2016	089-9900-650.29-00	REPLACE CURBING AFTER DEM	5,577.13		
						VENDOR TOTAL *	5,577.13		
0004811	00	CARQUEST OF HUTCHINSON							
6869-197755	0571	V00500	01	01/29/2016	001-6310-554.32-16	ENG #6 PARTS	473.96		
6869-198110	0572	V00501	01	01/29/2016	001-6310-554.32-16	RETURNED CORE	72.00-		
6869-198080	0573	V00502	01	01/29/2016	001-6310-554.32-16	UNIT #9 PARTS	7.58		
6869-198164	0574	V00503	01	01/29/2016	001-6310-554.32-16	RETURNED PART	7.58-		
						VENDOR TOTAL *	401.96		
0005156	00	CENTRAL KANSAS VETERINARY CENTER							
219419	0619	V00544	01	02/02/2016	044-7420-700.29-52	SPAY	115.00		
219417	0620	V00545	01	02/02/2016	044-7420-700.29-52	SPAY	95.00		
219770	0621	V00546	01	02/02/2016	044-7420-700.29-52	NEUTER	75.00		
219769	0622	V00547	01	02/02/2016	044-7420-700.29-52	SPAY	95.00		
519771	0623	V00548	01	02/02/2016	044-7420-700.29-52	SPAY	115.00		
						VENDOR TOTAL *	495.00		
0000349	00	CENTRAL WELDING & MACHINE, LLC							
4391	0624	V00549	01	02/02/2016	051-6621-491.32-14	SS COUPLER BORING	35.00		
						VENDOR TOTAL *	35.00		
0002740	00	CHIEF-LAW ENFORCEMENT SUPPLY							
452203	0628	V00553	01	02/02/2016	001-7130-502.32-21	PANTS	285.60		
446251	0625	V00550	01	02/02/2016	036-0000-640.29-00	AIRBAG SWITCHES	2,351.57		
451056	0626	V00551	01	02/02/2016	036-0000-640.29-00	FORD CONSOLES	1,307.96		
452204	0627	V00552	01	02/02/2016	036-0000-640.29-00	RUMBLERS FOR FORDS	1,176.22		
						VENDOR TOTAL *	5,121.35		
0000496	00	CHUCK ERMISCH SIGNATURE DESIGN, LLC							
020116	0635	V00560	01	02/02/2016	089-9900-650.29-00	HOLE #1 GREEN RENOVATION	EFT:	500.00	
						VENDOR TOTAL *	.00	500.00	
0000377	00	COACH LAMP VILLAGE							
090016359	UT		04	02/02/2016	051-0000-110 01-00	REF CREDIT/1200 E 11TH D3	22.09		
						VENDOR TOTAL *	22.09		
0000451	00	CODER WELDING & X-RAY SERVICE LLC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0000451	00	CODER WELDING & X-RAY SERVICE LLC							
17327	0575	V00504	01	01/29/2016	035-9840-474.29-05	PD#2015-34692/17TH & WALD	910.80		
						VENDOR TOTAL *	910.80		
0002868	00	CONRAD FIRE EQUIPMENT, INC							
503831	003123		01	02/02/2016	001-7230-522.43-03	FIRE HOSE	2,914.40		
504037	003124		01	02/02/2016	001-7230-522.43-03	FIRE HOSE	1,228.06		
504306	003125		01	02/02/2016	001-7230-522.43-03	FIRE HOSE	2,914.40		
504573	003126		01	02/02/2016	001-7230-522.43-03	FIRE HOSE	3,948.00		
						VENDOR TOTAL *	3,108.86		
0004526	00	CONSOLIDATED WATER SOLUTIONS							
13943	003119		01	02/01/2016	089-9900-650.29-00	TORAY MEMBRANE	35,700.00		
						VENDOR TOTAL *	35,700.00		
0000487	00	COOPER TIRE SERVICE INC							
1215780	0482	V00420	01	01/27/2016	001-6310-554.32-16	UNIT #14 TIRE REPAIR	51.79		
1GS215813	0483	V00421	01	01/27/2016	001-6310-554.32-16	UNIT #254 TIRE	173.59		
1GS215807	0484	V00422	01	01/27/2016	001-6310-554.32-16	UNIT #223 NEW TIRES	570.44		
1215778	0485	V00423	01	01/27/2016	001-6310-554.32-16	TIRE REPAIR STREET DEPT	20.60		
1215736	0486	V00424	01	01/27/2016	001-6310-554.32-16	UNIT #63 TIRE REPAIR	20.60		
1GS215738	0487	V00425	01	01/27/2016	001-6310-554.32-16	UNIT #225 TIRES	241.38		
1215847	0488	V00426	01	01/27/2016	001-6310-554.32-16	UNIT #49 TIRE REPAIR	20.60		
1215861	0489	V00427	01	01/27/2016	001-6310-554.32-16	UNIT #130 TIRE REPAIR	20.60		
						VENDOR TOTAL *	1,119.60		
0006653	00	CORNERSTONE RISK SOLUTIONS LLC							
921742	003106		01	01/29/2016	037-9220-475.21-70	CONSULT FEE 2012-2013	610.00		
						VENDOR TOTAL *	610.00		
0003794	00	CRYSTAL LAKE FISHERIES, INC							
15814	0532	V00465	01	01/28/2016	002-0000-400.32-01	FISH		EFT:	1,275.00
						VENDOR TOTAL *	.00		1,275.00
0000531	00	D H HOME IMPROVEMENT							
020116	0631	V00556	01	02/02/2016	002-0000-400.27-01	1004 E AVE A	24,825.00		
						VENDOR TOTAL *	24,825.00		
0007224	00	D.E.M. ENTERPRISES LLC							
1222016	003120		01	02/01/2016	089-9900-650.29-00	ESB PIPE COATING PROJECT	9,400.00		
						VENDOR TOTAL *	9,400.00		
0003020	00	DELL COMPUTER							
XJW9KKW67	0629	V00554	01	02/02/2016	001-7130-502.32-14	POWER CORD	99.48		
XJWCR59R7	0630	V00555	01	02/02/2016	036-0000-640.29-00	MAIN SERVER	58,666.86		
						VENDOR TOTAL *	58,766.34		
0005040	00	DIANE BALDING							
1608BALDING	0533	V00466	01	01/28/2016	048-0000-630.29-00	CANCEL RICE 100816/D BALD	78.00		
						VENDOR TOTAL *	78.00		
0007052	00	DICKINSON, KATELYN							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007052	00	DICKINSON, KATELYN						
2015MILEAGEREIM003122			01	02/02/2016	001-2300-430.22-40	2015 MILEAGE REIMBR	129.26	
						VENDOR TOTAL *	129.26	
0002697	00	DOONAN TRUCK & EQ OF WICHITA. INC.						
WP327022	0490	V00428	01	01/27/2016	001-6310-554.32-16	UNIT #9 PARTS/STOCK	55.38	
WP326779	0576	V00505	01	01/29/2016	001-6310-554.32-16	UNIT #9 PARTS	49.33	
WP326780	0577	V00506	01	01/29/2016	001-6310-554.32-16	UNIT #576 PARTS	285.78	
						VENDOR TOTAL *	390.49	
0000460	00	DPC ENTERPRISES, L.P.						
282000003-16	0632	V00557	01	02/02/2016	051-6621-491.32-03	CAUSTIC SODA TOTES	1,361.49	
						VENDOR TOTAL *	1,361.49	
0005435	00	DREXEL TECHNOLOGIES						
412203	0633	V00558	01	02/02/2016	001-6210-551.31-01	INK FOR COLOR PLOTTER	180.50	
						VENDOR TOTAL *	180.50	
0000622	00	DUO-SAFETY LADDER CORP						
453763-00	0634	V00559	01	02/02/2016	001-7230-522.22-10	FREIGHT/HOSE RETURNED	27.05	
						VENDOR TOTAL *	27.05	
0005919	00	DUSTIN HUDGEONS						
C189855BNDRET	0491	V00429	01	01/27/2016	048-0000-630.29-02	BOND RETURN DUSTIN HUDGEO	500.00	
						VENDOR TOTAL *	500.00	
0007335	00	EVIDENT, INC						
101858A	0636	V00561	01	02/02/2016	001-7130-502.32-14	SWAB & BOXES	378.59	
						VENDOR TOTAL *	378.59	
0006745	00	EXCHANGE HOLDINGS, LLC						
JAN16	0493		01	01/27/2016	001-0000-370.37-11	CID TAX REIMB/MALL	365.49-	
JAN16	0492	V00430	01	01/27/2016	345-0000-651.29-57	CID TAX REIMB/MALL	7,309.89	
						VENDOR TOTAL *	6,944.40	
0000686	00	FASTENAL CO						
KSHUT187726	0637	V00562	01	02/02/2016	001-6310-554.32-16	STOCK FASTENERS	15.95	
KSHUT187498	0578	V00507	01	01/29/2016	036-0000-640.29-00	BRUSH TRUCK PARTS	9.90	
KSHUT187725	0638		01	02/02/2016	046-0000-112.00-00	SAFETY SUPPLIES	230.93	
						VENDOR TOTAL *	256.78	
0005377	00	FORT BEND SERVICES, INC						
0200656	0639	V00564	01	02/02/2016	052-6510-494.32-03	POLYMER FOR GBT	6,900.00	
						VENDOR TOTAL *	6,900.00	
0000790	00	GILLILAND & HAYES, LLC						
417513	003107		01	01/29/2016	001-5400-473.21-32	DEC 15 MUNIC COURT JUDGE	4,213.00	
						VENDOR TOTAL *	4,213.00	
0000958	00	GRAINGER						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000958	00	GRAINGER						
9001844746	0640	V00565	01	02/02/2016	052-6510-494.32-14	SOLENOID VALVE	199.54	
						VENDOR TOTAL *	199.54	
0000966	00	HAJOCA CORPORATION						
SO10516249.001	0641	V00566	01	02/02/2016	051-6621-491.32-14	VICTAULIC COUPLINGS	473.65	
SO10516249.001	0642	V00566	01	02/02/2016	051-6621-491.22-20	FREIGHT	23.26	
						VENDOR TOTAL *	496.91	
0005795	00	HD SUPPLY WATERWORKS LTD						
E971496	0643	V00567	01	02/02/2016	051-6621-491.32-14	INJECTION QUILL	489.52	
						VENDOR TOTAL *	489.52	
0005368	00	HEART OF AMERICA CHAPTER-ICC						
MEMBERRENEWAL	0534	V00467	01	01/28/2016	001-7310-480.29-53	2016 MEMBERSHIP DUES	140.00	
2016DUES/SALISB	0535	V00468	01	01/28/2016	001-7310-480.29-53	2016 DUES/F SALISBURY	35.00	
						VENDOR TOTAL *	175.00	
0000377	00	HEATH TERRY						
000034033	UT		04	01/28/2016	051-0000-110.01-00	REF CREDIT/807 N HAYES	15.43	
						VENDOR TOTAL *	15.43	
0005539	00	HILL'S PET NUTRITION SALES, INC.						
224893912	0644	V00568	01	02/02/2016	044-7420-700.32-06	FOOD	156.22	
						VENDOR TOTAL *	156.22	
0006319	00	HOMETOWN FOOD STORES						
31730	0645		01	02/02/2016	046-0000-112.00-00	JANITORIAL SUPPLIES		EFT: 210.00
						VENDOR TOTAL *	.00	210.00
0000988	00	HORNE BODY SHOP, INC						
012716	0646	V00570	01	02/02/2016	001-7130-502.27-40	REPAIRS UNIT #227	846.00	
012616	003108		01	01/29/2016	035-9840-474.29-05	VEHICLE #225	3,892.60	
						VENDOR TOTAL *	4,738.60	
0000995	00	HUTCHINSON BUILDERS ASSOC #1720						
M-2015-231	003109		01	01/29/2016	001-7310-480.29-53	MEMBERSHIP DUES	300.00	
						VENDOR TOTAL *	300.00	
0006613	00	HUTCHINSON HOTEL LLC						
JAN16	0497		01	01/27/2016	001-0000-370.37-11	FAIRFIELD INN CID TAX REI	227.93-	
JAN16	0496	V00432	01	01/27/2016	345-0000-651.29-57	FAIRFIELD INN CID TAX REI	4,558.60	
						VENDOR TOTAL *	4,330.67	
0007330	00	HUTCHINSON HOTEL, LLC						
JAN16	0499		01	01/27/2016	001-0000-370.37-11	HOLIDAY INN EXP CID TAX R	12.97-	
JAN16	0498	V00433	01	01/27/2016	345-0000-651.29-57	HOLIDAY INN EXP CID TAX R	259.46	
						VENDOR TOTAL *	246.49	
0001013	00	HUTCHINSON PUBLISHING CO						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001013	00	HUTCHINSON PUBLISHING CO									
250571/30300	0649	V00573	01	02/02/2016			005-6710-490.24-10	JAN 16 RECYCLE GUIDE		EFT:	312.50
								VENDOR TOTAL *	.00		312.50
0001004	00	HUTCHINSON RENO CO CHAMBER OF COMM									
31106	0579	V00508	01	01/29/2016			001-2100-420.29-53	2016 CHAMBER BREAKFAST		EFT:	60.00
12-476	0648	V00572	01	02/02/2016			001-7600-610.29-00	JAN 16 SUBSIDY		EFT:	4,833.33
								VENDOR TOTAL *	.00		4,893.33
0005605	00	HUTCHINSON SMALL ANIMAL HOSPITAL PA									
252532	0647	V00571	01	02/02/2016			044-7420-700.29-52	NEUTER		75.00	
								VENDOR TOTAL *	75.00		
0006614	00	HUTCHINSON 17TH LLC									
JAN16	0495		01	01/27/2016			001-0000-370.37-11	CID TAX REIMB/MALL		529.06-	
JAN16	0494	V00431	01	01/27/2016			345-0000-651.29-57	CID TAX REIMB/MALL		10,581.24	
								VENDOR TOTAL *	10,052.18		
0005515	00	H2 GLOBAL SOLUTIONS									
0061254	0501	V00435	01	01/27/2016			001-6970-564.32-03	BOILER CHEMICALS		2,189.82	
								VENDOR TOTAL *	2,189.82		
0003333	00	INDUSTRIAL SALES CO									
941582-000	0650	V00574	01	02/02/2016			089-9900-650.29-00	IRRIGATION PARTS		170.75	
								VENDOR TOTAL *	170.75		
0007334	00	INGRAM, GRANT									
011916INDIANA	0580	V00509	01	01/29/2016			001-7130-502.22-40	PARKING/AIRPORT		24.00	
								VENDOR TOTAL *	24.00		
0005022	00	INTERNATIONAL CODE COUNCIL, INC.									
3080547/02916000536	V00469		01	01/28/2016			001-7310-480.29-53	2016 MEMBERSHIP DUES		EFT:	135.00
								VENDOR TOTAL *	.00		135.00
0004556	00	KACE									
2016MEMBERSHIP	0537	V00470	01	01/28/2016			001-7310-480.29-53	2016 DUES/ROY LITTLE		30.00	
								VENDOR TOTAL *	30.00		
0005040	00	KALEAHA BLAKEY									
1681BLAKEY	0581	V00510	01	01/29/2016			048-0000-630.29-00	HBS 012416/K BLAKEY		50.00	
								VENDOR TOTAL *	50.00		
0007306	00	KANSAS ASSOCIATION OF COUNTIES									
2016-22	0651	V00575	01	02/02/2016			346-7190-509.29-63	NG 911 CONTRACT 2016		EFT:	74,160.00
								VENDOR TOTAL *	.00		74,160.00
0000714	00	KANSAS CORRECTIONAL INDUSTRIES									
152274	0652		01	02/02/2016			046-0000-112.00-00	BUSINESS CARDS		30.16	
162275	0653		01	02/02/2016			046-0000-112.00-00	BUSINESS CARDS		45.23	
162273	0654		01	02/02/2016			046-0000-112.00-00	BUSINESS CARDS		30.16	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND- ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		
0000714	00	KANSAS CORRECTIONAL INDUSTRIES							
							VENDOR TOTAL *	105.55	
0004389	00	KANSAS DEPT HEALTH/ENVIR WTR BUREAU							
C#18284/WILLET	T0503	V00437	01	01/27/2016	051-6624-492.29-53	CERT RENEWAL/JAMES WILLET	20.00		
C#18339/TREECE	0655	V00579	01	02/02/2016	052-6510-494.29-60	RENEW CERT/STEVEN TREECE	20.00		
							VENDOR TOTAL *	40.00	
0006991	00	KANSAS DEPT HEALTH/ENVIRONMENT							
L6500OCT-DEC	15	003121		01 02/02/2016	051-6621-491.21-70	WATER ANALYSES	2,690.00		
							VENDOR TOTAL *	2,690.00	
0000822	00	KANSAS DEPT OF REVENUE ABC							
JAN16		0502	V00436	01 01/27/2016	048-0000-630.29-00	JAN 16 CMB REPORT	125.00		
							VENDOR TOTAL *	125.00	
0003517	00	KANSAS GAS SERVICE							
510357261	JAN16	0504	V00438	01 01/27/2016	050-6971-573.26-20	JAN 16 SERVICE/AIRPORT AD	1,716.05		
							VENDOR TOTAL *	1,716.05	
0001074	00	KANSAS ONE-CALL SYSTEM, INC							
6010308		0667	V00590	01 02/02/2016	051-6624-492.29-57	UTILITY LOCATES		EFT:	283.50
6010308		0666	V00590	01 02/02/2016	052-6520-495.29-57	UTILITY LOCATES		EFT:	283.50
							VENDOR TOTAL *	.00	567.00
0007168	00	LINCOLN NATL LIFE INSURANCE CO, THE							
3176483218	FEB16	0656		01 02/02/2016	015-0000-223.00-00	FEB 16 INV/VOLUNTARY LIFE	2,769.57		
3176484378	FEB16	0657		01 02/02/2016	015-0000-223.00-00	FEB 16 INV/AD&D STAND ALO	96.27		
							VENDOR TOTAL *	2,865.84	
0006231	00	LOCHNER							
10746-3		003110		01 01/29/2016	002-0000-400.34-20	ENG SERV/SAFE ROUTE		EFT:	682.20
10736-6		0538	V00471	01 01/28/2016	088-9900-650.29-00	AIRPORT ROAD BRIDGE		EFT:	1,926.97
10736-4		003111		01 01/29/2016	088-9900-650.29-00	ENG SERV/AIRPORT BRIDGE		EFT:	17,110.94
10736-5		003112		01 01/29/2016	088-9900-650.29-00	ENG SERV/AIRPORT BRIDGE		EFT:	11,048.07
							VENDOR TOTAL *	.00	30,768.18
0007322	00	LOGIC, INC.							
98101		0658	V00582	01 02/02/2016	051-6621-491.29-57	SMARTGLANCE SCADA APP	2,275.00		
							VENDOR TOTAL *	2,275.00	
0003861	00	LONG, JOSH							
020116	TOPEKA	0582	V00511	01 01/29/2016	001-7130-502.22-40	PER DIEM/ KS GANG CONF/TO	184.00		
							VENDOR TOTAL *	184.00	
0003618	00	MANN & COMPANY PA							
E&WALNUT#7		0583	V00512	01 01/29/2016	088-9900-650.29-00	ARCHITECTURAL SERV E & WA		EFT:	2,252.00
							VENDOR TOTAL *	.00	2,252.00
0000893	00	MCCURDY MOTOR & WRECKER SERVICE							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0000893	00	MCCURDY MOTOR & WRECKER SERVICE							
4585	0659	V00583	01	02/02/2016	001-7130-502.29-55	TOWING	127.50		
						VENDOR TOTAL *	127.50		
0006301	00	MEITNER MASONRY							
012016	0584	V00513	01	01/29/2016	003-6420-559.27-10	CRACKS & BLOCK REPAIR	83.33		
012016	0586	V00513	01	01/29/2016	051-6624-492.27-10	CRACKS & BLOCK REPAIR	83.33		
012016	0585	V00513	01	01/29/2016	052-6520-495.27-10	CRACKS & BLOCK REPAIR	83.34		
						VENDOR TOTAL *	250.00		
0004538	00	MES-MIDAM							
00707161	0505	V00439	01	01/27/2016	001-7230-522.32-14	LANYARD	EFT:	136.22	
00706626	003113		01	01/29/2016	036-0000-640.29-00	AIR PAKS/HEADNETS	EFT:	52,627.38	
						VENDOR TOTAL *	.00	52,763.60	
0006727	00	METRO COURIER, INC							
0091600	0660	V00584	01	02/02/2016	051-6621-491.22-20	SHIP WATER SAMPLES	26.76		
						VENDOR TOTAL *	26.76		
0000905	00	MID-AMERICA REDI-MIX INC							
38247	003115		01	01/29/2016	001-6940-561.32-05	CONCRETE	EFT:	605.15	
38247	003116		01	01/29/2016	003-6420-559.32-05	CONCRETE	EFT:	3,395.00	
38750	0602	V00528	01	01/29/2016	003-6420-559.32-05	CONCRETE	EFT:	501.50	
38247	003114		01	01/29/2016	051-6624-492.32-05	CONCRETE	EFT:	242.50	
38748	0587	V00514	01	01/29/2016	089-9900-650.29-00	CONCRETE	EFT:	242.50	
38750	0601	V00528	01	01/29/2016	089-9900-650.29-00	CONCRETE	EFT:	831.50	
						VENDOR TOTAL *	.00	5,818.15	
0006549	00	MIDWAY MOTORS							
304312	0661	V00585	01	02/02/2016	001-6310-554.32-16	UNIT #227 PARTS	155.37		
						VENDOR TOTAL *	155.37		
0000914	00	MIDWEST TRUCK EQUIPMENT INC							
9026	0588	V00515	01	01/29/2016	001-6310-554.32-16	UNIT #8 TAILGATE/PINS	EFT:	110.12	
						VENDOR TOTAL *	.00	110.12	
0005040	00	MONICA SEGOVIANO							
1668SEGOVIANO	0589	V00516	01	01/29/2016	048-0000-630.29-00	CANCEL HBS 050716/M SEGOV	67.50		
						VENDOR TOTAL *	67.50		
0001044	00	MSC INDUSTRIAL SUPPLY CO.							
37991966	0662		01	02/02/2016	046-0000-112.00-00	GLOVES	162.24		
53747816	0663		01	02/02/2016	046-0000-112.00-00	RETURN GLOVES	12.48		
38400726	0664		01	02/02/2016	046-0000-112.00-00	GLOVES	48.72		
						VENDOR TOTAL *	198.48		
0002577	00	NEIGHBORWORKS AMERICA							
RETGRANTFUNDS	003117		01	01/29/2016	002-0000-400.29-75	RETURN GRANT FUNDS	78.87		
RETGRANTFUNDS	003118		01	01/29/2016	002-0000-400.29-75	RETURN GRANT FUNDS	500.55		
						VENDOR TOTAL *	579.42		
0004352	00	OFS, INC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND- ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		
0004352	00	OFS, INC							
15859	0665	V00589	01	02/02/2016	052-6510-494.32-03	FERROUS CHLORIDE		EFT:	3,095.34
						VENDOR TOTAL *	.00		3,095.34
0004552	00	PACE ANALYTICAL SERVICES, INC.							
164655	0668	V00591	01	02/02/2016	051-6621-491.21-70	WATER ANALYSES		EFT:	135.00
						VENDOR TOTAL *	.00		135.00
0001101	00	PEPSI COLA COMPANY							
88017207	0669	V00592	01	02/02/2016	008-6920-570.32-41	CONCESSION PRODUCT	616.13		
						VENDOR TOTAL *	616.13		
0006544	00	PIONEER MATERIALS, INC							
1506341-00	0539	V00472	01	01/28/2016	001-6940-561.32-14	FIRESTOP CAULKING	255.60		
						VENDOR TOTAL *	255.60		
0006618	00	PNC EQUIPMENT FINANCE, LLC							
5474199/FEB16	0506	V00440	01	01/27/2016	008-6920-570.28-50	GOLF CART LEASE	2,343.60		
						VENDOR TOTAL *	2,343.60		
0006473	00	PRAIRIE FIRE COFFEE							
813119	0670	V00593	01	02/02/2016	008-6920-570.32-41	CONCESSION PRODUCT		EFT:	120.70
						VENDOR TOTAL *	.00		120.70
0000095	00	PRAIRIELAND PARTNERS							
1235127	0671	V00594	01	02/02/2016	001-6310-554.32-16	MOWER PARTS		EFT:	998.52
						VENDOR TOTAL *	.00		998.52
0003186	00	PROFESSIONAL TURF PRODUCTS, LP							
1324366-01	0672	V00595	01	02/02/2016	001-6310-554.32-16	UNIT #227 PARTS		EFT:	35.34
1324366-00	0673	V00596	01	02/02/2016	001-6310-554.32-16	UNIT #325 PARTS		EFT:	551.62
1324471-00	0674	V00597	01	02/02/2016	008-6920-570.32-24	MOWER PARTS		EFT:	142.57
1323693-00	0540	V00473	01	01/28/2016	031-6991-567.27-40	EQUIPMENT PARTS		EFT:	117.04
						VENDOR TOTAL *	.00		846.57
0001145	00	PUR-O-ZONE INC							
688716	0541	V00474	01	01/28/2016	001-6970-564.32-04	BUFFER PADS		EFT:	56.85
						VENDOR TOTAL *	.00		56.85
0002936	00	R.E. PEDROTTI CO., INC.							
00052375-HUKSQB003127			01	02/02/2016	089-9900-650.29-00	PLANT EQUIPMENT		EFT:	4,500.00
						VENDOR TOTAL *	.00		4,500.00
0000087	00	RANDY ROTH							
REFUND/ROTH	0675		01	02/02/2016	044-0000-358.35-81	REFUND/RETURN DOG/RANDY R	150.00		
						VENDOR TOTAL *	150.00		
0006159	00	RENO COUNTY ADMINISTRATION							
2016LECIINS	0676	V00599	01	02/02/2016	001-7160-507.29-57	2016 PROPERTY INS	5,492.00		
						VENDOR TOTAL *	5,492.00		
0006813	00	RICE, NANCY							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006813	00	RICE, NANCY						
012516REIMB	MILE0507	V00441	01	01/27/2016	001-3050-455.22-40	MILEAGE/FRONT DESK SAFETY	52.11	
VENDOR TOTAL *							52.11	
0001196	00	ROSE MOTOR SUPPLY CO INC						
208944B	0508	V00442	01	01/27/2016	001-6310-554.32-16	TURN BRAKE ROTORS	EFT:	80.00
209113B	0509	V00443	01	01/27/2016	001-6310-554.32-16	UNIT #599 PARTS	EFT:	1.85
209031B	0510	V00444	01	01/27/2016	001-6310-554.32-16	UNIT #73 PARTS	EFT:	48.77
209327B	0511	V00445	01	01/27/2016	001-6310-554.32-16	REPAIR MACHINE/FIRE DEPT	EFT:	24.97
209421B	0512	V00446	01	01/27/2016	001-6310-554.32-16	PARTS STOCK	EFT:	34.74
207403B	0590	V00517	01	01/29/2016	001-6310-554.32-16	UNIT #2 PARTS	EFT:	3.97
207266B	0591	V00518	01	01/29/2016	001-6310-554.32-16	STOCK FILTERS/UNIT #2 PAR	EFT:	104.43
207750B	0592	V00519	01	01/29/2016	001-6310-554.32-16	UNIT #2 PARTS	EFT:	6.25
207833B	0593	V00520	01	01/29/2016	001-6310-554.32-16	UNIT #2 PARTS	EFT:	4.59
207831B	0594	V00521	01	01/29/2016	001-6310-554.32-16	UNIT #2 PARTS	EFT:	52.73
207979B	0595	V00522	01	01/29/2016	001-6310-554.32-16	UNIT #2 PARTS	EFT:	9.12
209302B	0596	V00523	01	01/29/2016	001-6310-554.32-16	STOCK PARTS	EFT:	21.15
209557B	0597	V00524	01	01/29/2016	001-6310-554.32-16	BRUSH #42 PARTS	EFT:	7.51
209907B	0677	V00601	01	02/02/2016	001-6310-554.32-16	STOCK BATTERIES	EFT:	154.65
210171B	0678	V00602	01	02/02/2016	001-6310-554.32-16	STOCK PARTS	EFT:	34.50
209763B	0679	V00603	01	02/02/2016	001-6310-554.32-16	STOCK PARTS	EFT:	24.95
VENDOR TOTAL *							.00	614.18
0001214	00	SAYLOR CLEANERS						
JAN16	0680	V00604	01	02/02/2016	001-7130-502.29-54	JAN 16 DRY CLEANING	EFT:	844.50
VENDOR TOTAL *							.00	844.50
0007100	00	SCHENDEL PEST SERVICES						
60301948	0513	V00447	01	01/27/2016	001-7250-523.29-57	JAN 16 SERVICE/ST #3	19.00	
60301950	0598	V00525	01	01/29/2016	001-7250-523.29-57	JAN 16 SERV/ST #5	19.00	
60301960	0682	V00606	01	02/02/2016	001-7250-523.29-57	JAN 16 SERVICE/CTC	24.00	
60305202	0542	V00475	01	01/28/2016	031-6991-567.29-57	JAN 16 SERVICE/FUN VALLEY	33.00	
60305203	0543	V00476	01	01/28/2016	031-6991-567.29-57	JAN 16 SERVICE/HOBART DET	29.00	
60296861	0681	V00605	01	02/02/2016	044-7420-700.43-16	JAN 16 SERVICE/ANIMAL SHE	33.00	
VENDOR TOTAL *							157.00	
0001829	00	SCKEDD						
020126	0683	V00607	01	02/02/2016	002-0000-400.27-01	FINAL INSP/1004 E AVE A	600.00	
020126	0684	V00607	01	02/02/2016	002-0000-400.27-01	MORGAGE FEE/1004 E AVE A	69.95	
020126	0685	V00607	01	02/02/2016	002-0000-400.27-01	HQS/LEAD INSP/1004 E AVE	6,000.00	
VENDOR TOTAL *							6,669.95	
0003353	00	SIEBERT, RAY E.						
FEB16	0515	V00448	01	01/27/2016	001-7130-502.29-57	RADIO ANTENNA	400.00	
FEB16	0514	V00448	01	01/27/2016	001-7190-509.29-57	TORANDO SIREN	100.00	
VENDOR TOTAL *							500.00	
0001031	00	SMITH'S MARKET						
306389	0599	V00526	01	01/29/2016	001-9500-620.29-00	FRUIT SERV AWARDS LUNCHEO	131.38	
VENDOR TOTAL *							131.38	
0004458	00	SPRINT						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		
0004458	00	SPRINT							
114506024JAN16	0544	V00477	01	01/28/2016	001-7230-522.26-40	JAN 16 SERVICE/FIRE	5.51		
						VENDOR TOTAL *	5.51		
0001225	00	STRAWN CONTRACTING, INC							
4070	0516	V00449	01	01/27/2016	001-7310-480.29-57	REMOVED APPLIANCES/734 W	90.00		
4069	0517	V00450	01	01/27/2016	001-7310-480.29-57	BOARD UP/734 W 1ST	282.03		
						VENDOR TOTAL *	372.03		
0007036	00	SUMMIT TRUCK GROUP							
CM409128127	0686	V00608	01	02/02/2016	001-6310-554.32-16	CREDIT ON FREIGHT	14.85-		
409128127	0687	V00609	01	02/02/2016	001-6310-554.32-16	PARTS ENG #6	68.32		
409128300	0688	V00610	01	02/02/2016	001-6310-554.32-16	PARTS ENG # 6	38.10		
CM409128127A	0689	V00611	01	02/02/2016	001-6310-554.32-16	RETURN PART	53.47-		
						VENDOR TOTAL *	38.10		
0001240	00	SUNFLOWER ELECTRIC SUPPLY INC							
145307-00	0545	V00478	01	01/28/2016	001-6940-561.32-15	LIGHT FIXTURES/PARK OFFIC	1,155.18		
						VENDOR TOTAL *	1,155.18		
0007327	00	SURENCY LIFE AND HEALTH							
JAN16/40285	0690	V00612	01	02/02/2016	032-9210-432.21-70	JAN 16 INV	2,483.69		
						VENDOR TOTAL *	2,483.69		
0005259	00	TASER INTERNATIONAL							
SI1424716	0691	V00613	01	02/02/2016	001-7130-502.43-16	TASER CARTRIDGES	720.71		
						VENDOR TOTAL *	720.71		
0000119	00	TBS ELECTRONICS, INC							
00083554	0692	V00614	01	02/02/2016	001-7230-522.27-70	RADIO SERVICE REPAIR	260.00		
						VENDOR TOTAL *	260.00		
0005040	00	TERRY MANCHE							
1718MANCHE	0546	V00479	01	01/28/2016	048-0000-630.29-00	HBS 011116 T MANCHE	50.00		
						VENDOR TOTAL *	50.00		
0007302	00	THORNBURG, RUSSELL O							
110A	0547	V00480	01	01/28/2016	001-7310-480.29-57	EDUCATION TRAINING SPEAKE	1,235.00		
						VENDOR TOTAL *	1,235.00		
0003880	00	TITLEIST							
901903367	0693	V00615	01	02/02/2016	008-6920-570.39-67	PRO SHOP MERCHANDISE	91.43		
						VENDOR TOTAL *	91.43		
0005861	00	ULTIMATE SOFTWARE GROUP, INC							
569904	0694	V00616	01	02/02/2016	001-2300-430.29-63	AETNA EXPORT	500.00		
						VENDOR TOTAL *	500.00		
0004790	00	UNIFIRST CORPORATION							
1169454JAN16	0711	V00617	01	02/02/2016	001-3050-455.29-54	JAN 16 UNIFORMS	129.96		

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004790	00	UNIFIRST CORPORATION						
1169454JAN16	0705	V00617 01 02/02/2016		001-6150-574.29-54	JAN 16 UNIFORMS		164.72	
1169454JAN16	0710	V00617 01 02/02/2016		001-6215-552.29-54	JAN 16 UNIFORMS		49.88	
1169454JAN16	0697	V00617 01 02/02/2016		001-6320-555.29-54	JAN 16 UNIFORMS		239.84	
1169454JAN16	0709	V00617 01 02/02/2016		001-6470-557.29-54	JAN 16 UNIFORMS		32.24	
1169454JAN16	0703	V00617 01 02/02/2016		001-6940-561.29-54	JAN 16 UNIFORMS		309.20	
1169454JAN16	0701	V00617 01 02/02/2016		001-6950-563.29-54	JAN 16 UNIFORMS		128.96	
1169454JAN16	0699	V00617 01 02/02/2016		001-7230-522.29-54	JAN 16 UNIFORMS		67.12	
1169454JAN16	0700	V00617 01 02/02/2016		001-7230-522.29-54	JAN 16 UNIFORMS		144.80	
1169454JAN16	0707	V00617 01 02/02/2016		003-6420-559.29-54	JAN 16 UNIFORMS		583.36	
1169454JAN16	0708	V00617 01 02/02/2016		003-6430-559.29-54	JAN 16 UNIFORMS		16.12	
1169454JAN16	0698	V00617 01 02/02/2016		008-6920-570.29-54	JAN 16 UNIFORMS		52.20	
1169454JAN16	0702	V00617 01 02/02/2016		008-6920-570.29-54	JAN 16 UNIFORMS		62.56	
1169454JAN16	0704	V00617 01 02/02/2016		009-6930-571.29-54	JAN 16 UNIFORMS		16.12	
1169454JAN16	0696	V00617 01 02/02/2016		044-7420-700.29-54	JAN 16 UNIFORMS		86.20	
1169454JAN16	0695	V00617 01 02/02/2016		050-6971-573.29-54	JAN 16 UNIFORMS		67.76	
1169454JAN16	0713	V00617 01 02/02/2016		051-6621-491.29-54	JAN 16 UNIFORMS		149.63	
1169454JAN16	0712	V00617 01 02/02/2016		051-6624-492.29-54	JAN 16 UNIFORMS		177.32	
1169454JAN16	0714	V00617 01 02/02/2016		052-6510-494.29-54	JAN 16 UNIFORMS		308.68	
1169454JAN16	0706	V00617 01 02/02/2016		052-6520-495.29-54	JAN 16 UNIFORMS		206.44	
					VENDOR TOTAL *		2,693.85	
0001309	00	UNIVERSITY OF KANSAS						
LE160295-38827	0715	V00618 01 02/02/2016		001-7130-502.29-60	LUNCHES FOR TRAINING		30.00	
					VENDOR TOTAL *		30.00	
0000238	00	VAN-WALL EQUIPMENT, INC						
212315	0716	V00619 01 02/02/2016		031-6991-567.32-14	REPAIR PARTS		50.43	
					VENDOR TOTAL *		50.43	
0006583	00	VERITIV OPERATING COMPANY						
9019053836	0548	01 01/28/2016		046-0000-112.00-00	JANITORIAL SUPPLIES		217.10	
9019065397	0549	01 01/28/2016		046-0000-112.00-00	JANITORIAL SUPPLIES		171.40	
					VENDOR TOTAL *		388.50	
0005040	00	VICTORIA ALLEN						
1711ALLEN	0550	V00483 01 01/28/2016		048-0000-630.29-00	CANCEL HBS 091716/VICTORI		113.00	
1712ALLEN	0551	V00484 01 01/28/2016		048-0000-630.29-00	CANCEL GAZEBO 091816/VICT		17.50	
					VENDOR TOTAL *		130.50	
0006765	00	VIVERAE, INC						
27246	0552	V00485 01 01/28/2016		032-9210-432.21-90	WELLNESS PROGRAM		21.90	
					VENDOR TOTAL *		21.90	
0000975	00	VOSS LIGHTING						
17191072-00	0717	01 02/02/2016		046-0000-112.00-00	LIGHTING		328.00	
					VENDOR TOTAL *		328.00	
0004484	00	WESTAR ENERGY						
5184110982JAN160718	V00621	01 02/02/2016		001-6810-453.26-10	JAN 16 SERVICE/22ND & MAI		54.30	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004484	00	WESTAR ENERGY								
7258328627	JAN160518	V00451	01	01/27/2016	031-6991-567.26-10	JAN 16	SERVICE/FUN VALLEY	3,725.41		
5295117462	JAN160519	V00452	01	01/27/2016	031-6991-567.26-10	JAN 16	SERVICE/FUN VALLEY	50.45		
0271585043	JAN160520	V00453	01	01/27/2016	050-6971-573.26-10	JAN 16	SERVICE/AIRPORT FU	38.58		
9130079283	JAN160521	V00454	01	01/27/2016	050-6971-573.26-10	JAN 16	SERVICE/WELLS AIRC	176.57		
9640862567	JAN160600	V00527	01	01/29/2016	050-6971-573.26-10	JAN 16	SERVICE/AIRPORT TO	75.63		
							VENDOR TOTAL *	4,120.94		
0005752	00	WINDSTREAM CORPORATION								
011101691	JAN16 0719	V00622	01	02/02/2016	346-7190-509.29-50	JAN 16	SERVICE/HRCEC	6.11		
							VENDOR TOTAL *	6.11		
0001357	00	WRAY & SONS ROOFING INC								
5201595	0553	V00486	01	01/28/2016	003-6420-559.27-10	ROOF	DRAIN REPAIR	40.00		
5201595	0555	V00486	01	01/28/2016	051-6624-492.27-10	ROOF	DRAIN REPAIR	40.00		
5201595	0554	V00486	01	01/28/2016	052-6520-495.27-10	ROOF	DRAIN REPAIR	40.00		
							VENDOR TOTAL *	120.00		
0007270	00	ZOO ADVISORS LLC								
1155	0556	V00487	01	01/28/2016	001-6945-562.42-15	OPERATIONAL STAFF EVALUAT		3,250.00		
							VENDOR TOTAL *	3,250.00		
							EFT/EPAY TOTAL ***		207,057.21	
							TOTAL EXPENDITURES ****	246,733.76	207,057.21	
							GRAND TOTAL *****		453,790.97	

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0000947	00	FIREFIGHTER'S LOCAL 179									
020116		000134	01	02/01/2016	015-0000-229.00-00				PAYROLL 02 01 16	CHECK #: 2016018	3,319.40
									VENDOR TOTAL *	.00	3,319.40
0000941	00	FIREFIGHTER'S WELFARE FUND									
020116		000135	01	02/01/2016	015-0000-224.00-00				PAYROLL 02 01 16	991.26	
									VENDOR TOTAL *	991.26	
0000940	00	HUTCHINSON GOVERNMENT EMPLOYEE									
020116		000132	01	02/01/2016	015-0000-228.00-00				PAYROLL 02 01 16	CHECK #: 2016017	16,819.70
									VENDOR TOTAL *	.00	16,819.70
0000557	00	ICMA RETIREMENT TRUST-457									
020116		000130	01	02/01/2016	015-0000-232.00-00				PAYROLL 02 01 16	CHECK #: 2016015	4,978.36
									VENDOR TOTAL *	.00	4,978.36
0000948	00	SERVICE EMPLOYEES UNION LOCAL									
020116		000131	01	02/01/2016	015-0000-229.00-00				PAYROLL 02 01 16	CHECK #: 2016016	816.21
									VENDOR TOTAL *	.00	816.21
0000949	00	UNITED WAY OF RENO COUNTY									
020116		000133	01	02/01/2016	015-0000-227.00-00				PAYROLL 02 01 16	364.80	
									VENDOR TOTAL *	364.80	
									HAND ISSUED TOTAL ***		25,933.67
									TOTAL EXPENDITURES ****	1,356.06	25,933.67
									GRAND TOTAL *****		27,289.73



CITY COUNCIL AGENDA REPORT

DATE: February 9, 2016

SUBMITTED BY: Amy Denker, Housing Program Coordinator *ad*

THROUGH: Jana McCarron, AICP *JM*
Director of Planning & Development

COUNCIL COMMUNICATION	
FOR MEETING OF	FEB 16, 2016
AGENDA ITEM	<i>6a</i>
FOR ACTION	<input checked="" type="checkbox"/>
INFORMATION ONLY	<input type="checkbox"/>

**REQUEST: Case #16-HOU-09
Rental Registration and Inspection Program Amendments**

CITY COUNCIL ACTION REQUIRED:

Motion to (accept and approve/return to staff/deny) the request of Investment Resource Corporation (IRC) to approve amendments to Chapter 21-1103 of the City of Hutchinson Municipal Code pertaining to the Rental Registration and Inspection Program.

BACKGROUND:

On April 7, 2015, City Council approved Ordinance 2015-11 which enacted the Rental Registration and Inspection Program (RRIP). The program was established with the following goals:

- That all persons renting residential dwelling units within the City enjoy a habitable and safe place to live;
- Correct and prevent rental housing conditions that adversely impact life, health, safety and general welfare of tenants and the surrounding area;
- Protect the quality, character and stability of residential areas;
- Preserve the value of land and buildings and the local tax base;
- Reduce the number of complaint-based rental inspections; and
- Protect the public from increased criminal activity, which tends to occur in residential areas that are unstable, blighted or substandard.

On December 22, 2015, the City received a letter from Investment Resources Corporation requesting amendments to Chapter 21-1103, including exemptions for newly constructed and major reconstructed rentals, as well as for federally mortgaged rental properties. Staff presented the proposal to City Council on January 19, 2016. City Council instructed staff to prepare a revised ordinance with the requests included to present for Council's consideration (**Exhibit A**).

ANALYSIS:

The IRC's proposal consists of two separate requests:

- 1) Exempt new construction and major rehabilitated rental units for six years from inspections; and
- 2) Exempt federally insured mortgaged rental properties that receive mandatory inspections through REAC for five years, with the sixth year an inspection would be conducted by the City and payment of the annual fee of \$25 for all units. Both exemptions are discussed below.

New Construction and Major Reconstruction

IRC requests that properties that fit within this category receive a six year exemption from inspections for the RRIP. Currently, the RRIP allows for the Certificate of Occupancy for newly constructed units to serve as the initial inspection, but only be valid for three years.

Staff suggests the following options for consideration:

1. Approve the ordinance as submitted by Investment Resources Corporation.
Estimated Fee Loss: \$0
2. Revise amendment by changing the definition of "Major Reconstruction" to say "complete replacement within a twelve-month period" rather than 50% replacement. The Building Official commented on the amendment and felt that regular repair work on four of the building systems listed in the definition could meet the exemption definition without changing the health and safety issues the program hopes to address. By changing the definition to include complete replacement, a comprehensive inspection will be conducted that is equivalent to the rental inspection.
Estimated Fee Loss \$0
3. Make no amendments. **(Staff Recommendation)**
Estimated Fee Loss: \$0

Federally Mortgaged, Inspected Units

The request from IRC includes only rental units where a federally backed mortgage and REAC inspection is conducted to be exempt from the program. Other communities, such as Lawrence, exempt all units that receive a regular inspection as part of a state or federal subsidy program to be exempt from the rental inspection program.

Staff suggests the following options for consideration:

1. Approve the ordinance as submitted by Investment Resources Corporation.
Estimated Fee Loss: \$15,000
2. Revise amendment exempting all section 8 housing or other housing subsidized by the State or the United States that are regularly inspected as part of the subsidy program. The units must be registered with the City and provide proper documentation as to the status of the property in regards to receiving governmental inspections. The annual registration fee and inspection will be waived for these properties for the length of the subsidy program.
Estimated Fee Loss: \$25,000
3. Make no amendments. **(Staff Recommendation)**
Estimated Fee Loss: \$0

RECOMMENDATION:

Staff recommends making no amendments at the present time. When the program was originally written, staff considered both exemptions. Based on discussions with commissioners and stakeholders it was determined that both exemptions would not meet the needs that this program was addressing. While new construction and major reconstruction projects do receive an inspection from the City, that inspection does not ensure that the state of the apartment over the next 3 years will meet the minimum standards set by the International Property Maintenance Code.

Staff also considered exempting subsidized housing from the program. Because no clear definition of what gets inspected for the subsidize housing inspections was ever given, those units were not exempted from the program.

NEXT STEPS:

Depending on the direction City Council chooses, the options are as follows:

- Approval of IRC Request – approve ordinance as submitted.
- Staff Recommendation – no further action will be taken.
- Revision to Request – Staff will revise ordinance to reflect City Council’s instructions and return it to City Council for consideration.

ATTACHMENTS:

Exhibit A – Ordinance amending §21-1103 of the Municipal Code

EXHIBIT A

**ORDINANCE AMENDING §21-1103
OF THE MUNICIPAL CODE**

Introduced: February 16, 2016
Passed:
Published:

ORDINANCE NO 2016-_____

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF ARTICLE XI,
RESIDENTIAL RENTAL REGISTRATION AND INSPECTION OF
CHAPTER 21 OF THE CODE OF THE CITY OF HUTCHINSON,
KANSAS**

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

Section 1. That Section 21-1102, Title and Definitions of Chapter 21 of the
Hutchinson City Code be amended as follows:

Sec. 21-1102. Title and Definitions

a. **Title.** This article shall be known as the “Rental Registration and Inspection
Program” of the City and may be cited as such.

b. **Definitions.** The following words and phrases shall, for the purposes of this
article, have the meaning ascribed to them herein, unless the context clearly requires
otherwise.

1. **“Building Official”** means the City of Hutchinson Building Official or
designee.

2. **“Director of Planning and Development”** means the Director of
the Planning and Development Department for the City of Hutchinson or designee.

3. **“Dwelling Unit”** means one room or a suite of two or more rooms
designed for or used for living and sleeping purposes. Each of said units shall have
a restroom and kitchen.

4. **“Inspections Department”** means the Inspections Department of
the City of Hutchinson, Kansas.

5. **“Landlord”** means the Owner of property that is offered for Rent, as
defined by this article.

6. **“Let”** means to provide or to offer for possession or Occupancy a
Dwelling Unit to a Tenant for no consideration.

7. **“Major Reconstruction”** means a renovation in which four or more Primary Building Systems of a building or structure undergo at least a 50% replacement within a twelve-month period. For the purposes of this definition, Primary Building System shall mean: (1) HVAC; (2) electrical; (3) interior walls and/or external structural walls or windows; (4) roofs or ceilings; (5) plumbing; and (6) foundation or foundation walls.

8. **“New Construction”** means any building or structure built entirely new, including foundation, walls, and all other components of a building or structure.

9. **“Occupancy”** or **“Occupy”** means residing or sleeping at a Dwelling Unit the majority of a person’s time.

10. **“Owner”** means the individual or individual(s), natural or corporate, in possession of lawful title to real property. As used in this Article, Owner may also include Resident Agent.

11. **“Premises”** shall mean a lot, or contiguous lots under common ownership, together with all buildings, structures and appurtenances existing thereon.

12. **“Re-inspection”** means any subsequent inspection conducted for the purpose of verifying that any violations reported during any inspection have been remediated.

13. **“Rent”** means to provide or to offer for possession or Occupancy a Dwelling Unit to a Tenant for consideration, pursuant to a written, oral or implied agreement.

14. **“Resident Agent”** means any person or business entity located or residing within Reno County, Kansas, who has been authorized to carry out transactions, as required under this Article, on behalf of the Owner.

15. **“Residential Rental Unit”** means any Premises having one or more Dwelling Units that are Rented to one or more Tenants.

16. **“Tenant”** means any person who Occupies a Dwelling Unit, other than the Owner or any person residing with the Owner.

Section 2. That Section 21-1103, Residential Rental Registration Required of Chapter 21 of the Hutchinson City Code be amended as follows:

Sec. 21-1103. Residential rental registration required.

a. **Registration required.** On or after April 1, 2016, no owner of property located within the City Limits of the City of Hutchinson shall rent to a tenant any dwelling unit or portion thereof, as defined by this Article, without registering said unit with the Director of Planning and Development.

1. Failure to register a residential rental unit by March 31, 2016 shall result in a \$50 administration fee per month for each month that a unit goes unregistered. Units not registered by June 30, 2016 shall be deemed uninhabitable and the provisions of Hutchinson City Code Section 21-1104 shall apply.

b. In the case of multiple owners of any residential rental unit subject to this article, it shall be sufficient for any one of the owners to register said unit.

c. Beginning January 1, 2017, residential rental units shall be registered annually, on or before January 31st of each year, and upon change of ownership.

d. Landlords who reside more than 100 miles from the City of Hutchinson shall be required to identify a resident agent who resides within Reno County and who will be held responsible for ensuring compliance with registration and other provisions of Article XI.

e. The annual registration fee shall be \$25.00 per residential rental unit.

f. Rental registration shall be accomplished via forms provided by the Director of Planning and Development.

g. The Director of Planning and Development shall provide confirmation of registration to all registrants.

h. **Exemptions.** The following types of units are exempt from this article and do not require registration:

1. Hotels and motels.

2. Any residential unit that is occupied by the owner, provided that units that are not occupied by the owner but are located within the same building or complex, shall be registered. Units occupied by relatives or any other person not expressly listed as a property owner of record are not exempt from the provisions of this article.

3. The following transient / congregate care uses, provided said uses have obtained the appropriate approvals and licenses, as defined by the International Building Code, including:

- a) Bed and breakfasts
 - b) Campgrounds
 - c) Group homes or Adult care homes
 - d) Assisted living facilities
 - e) Extended care, Dependent living or Nursing care facilities
 - f) Extended stay lodging
 - g) Dormitories, if owned by an educational institution licensed by the State of Kansas
 - h) Parsonages, if located on the same premises as the place of religious assembly
4. Properties on Land Contract.
 5. Properties where the unit is offered by "Let" and no rental agreement is in place.
 6. Properties which have a federally insured mortgage and are inspected through the Real Estate Assessment Center (REAC) of the United States Department of Housing and Urban Development (HUD), provided such unit or property will be subject to inspection once every six (6) years for which each unit will be subject to the \$25 inspection fee.
 7. Properties that qualify as New Construction or as Major Reconstruction shall be exempt from inspection for a period not to exceed six (6) years commencing on the date the residential unit passes its final building inspection. However, a residential unit that qualifies as New Construction or Major Reconstruction must, upon completion of the construction or renovation, register each unit and obtain a license for each unit in accordance with Section 21-1103 above.

Section 3. That Section 21-1105, Rental inspection program, of Chapter 21 of the Hutchinson City Code, be amended as follows:

Sec. 21-1105. Rental inspection program.

- a. Residential rental units registered in accordance with this Article shall be inspected by the Building Official approximately every three years.
- b. Residential rental units shall also be inspected upon change of ownership.
- c. Residential rental units shall be inspected for compliance with the International Property Maintenance Code, as amended by the City of Hutchinson.
 1. Inspections shall include the interior and exterior of rental units.

2. Inspections shall include any and all common areas.

d. Landlords with more than two residential rental units will have no more than one-third of said rental units inspected in any given year, unless the landlord requests a greater number be inspected. Initial inspections of rental units that have changed ownership will be scheduled as soon as feasible after the purchase. Thereafter, the inspection schedule shall be approximately once every three years.

e. The Building Official shall notify landlords of all residential rental units scheduled for inspection during a given calendar year. Notification shall be made by first class mail, email or text, dependent upon the notification method selected by the landlord or resident agent.

f. Rental inspections may be scheduled online or via telephone, with online inspections preferred.

g. A \$25 fee shall be charged for all missed inspections.

h. Landlords shall not be assessed a fee for the first missed inspections caused by actions of any Tenant.

Section 4. That Hutchinson City Code Sections 21-1102, 21-1103 and 21-1105 are hereby repealed.

Section 5. That this Ordinance supersedes all other ordinances or resolutions that may conflict with its provisions.

Section 6. This Ordinance shall take effect and be in force from and after its passage and publication once in the official City newspaper.

PASSED BY THE GOVERNING BODY this 16th day of February, 2016, for the City of Hutchinson, Kansas.

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer, City Clerk

COUNCIL COMMUNICATION	
FOR MEETING OF	2-11-16
AGENDA ITEM	7a
FOR ACTION	✓
INFORMATION ONLY	

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL

FROM: JOHN DEARDOFF, CITY MANAGER 

DATE: 2-11-16

SUBJECT: SPORTS ARENA PROJECT—CONTRACT AMENDMENT NO. 1
BETWEEN THE CITY OF HUTCHINSON AND JE DUNN-BID
PACKAGE NO. 1

Background. In June of 2105, the City Council selected and entered into a construction contract with JE Dunn for Construction Management at Risk (CMAR) services for the Hutchinson Sports Arena Project. The Council considered three project delivery systems which included the traditional design, bid and build concept, design build, and CMAR. The fee structure for JE Dunn's services approved in the agreement consisted of 3.46% for General Conditions and 2.49% for Construction Management fee. Under this format the contractor provides the City with a Guaranteed Maximum Price (GMP) prior to starting construction. Over the past several months as the design team progressed with the plan preparation, JE Dunn prepared costs estimates and continued to update the estimates at appropriate intervals.

Issue. Over the past few weeks city staff has discussed with JE Dunn the best process for approval of the GMP. Our approach now is to consider a rolling GMP due to timing of the bid dates being only a month apart. The project now is set up with two bid packages. Bid package (BP) No. 1 represents about 65% of the project with BP No.2 representing the remaining 35%. The Council is being asked to approve the GMP for BP No. 1 as presented (attached). Bid package No.2 will be opened on March 3rd with Council approval scheduled for the March 15th Council meeting. On March 15th the Council will approve another contract amendment to include a GMP for BP No. 2.

Fiscal. On Thursday February 4, 2016 JE Dunn opened bids for BP No.1. Attached for your consideration and approval is the summary spreadsheet for BP #1 reflecting actual bids compared to budget projections. Total for bid package No.1 GMP is \$15,861,915. In reviewing bid package #1 and estimates for bid package No. 2. AS it stands today we are now slightly over total estimated project budget by \$111,888, however the budget is still carrying a construction contingency of \$450,773.

Recommendation. BP No.1 was presented to the Building Committee on February 9th for review. Staff recommends approval of the attached contract amendment establishing a GMP for BP No. 1 of \$15,861,915. The contract amendment also reflects the Construction Managers Fee for BP No.1 of \$385,366.

Motion: Approve/Not Approve Contract Amendment No. 1 (BP No. 1) for the Hutchinson Sports Arena Project.

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

MODIFICATION AND AMENDMENT

made as of the Fourth day of February in the year Two Thousand Sixteen.

BETWEEN the Owner: City of Hutchinson, Kansas
 PO Box 1567; 125 East Avenue B
 Hutchinson, KS 67504-1567

and the Construction Manager: J.E. Dunn Construction Company
 1001 Locust
 Kansas City, MO 64106

The Project: Hutchinson Sports Arena
 700 East 11th Avenue
 Hutchinson, KS 67501

The Architect: Schaefer, Johnson, Cox, Frey Architecture, Inc.
 257 N. Broadway Street
 Wichita, KS 67202

The Owner and the Construction Manager agree as set forth below:

Whereas, the Owner and Construction Manager have previously agreed to amend their Agreement to establish scope, costs, schedule, and Contract Documents, and

Whereas, the Owner and Construction Manager now wish to so amend their Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree to the Amendment of their Agreement dated June 29, 2015, as set forth below:

1. This Amendment No. 1 is to establish scope, Guaranteed Maximum Price, schedule, and Contract Documents for the Project.
2. In accordance with Paragraph 2.3.1.2 of the Agreement the date of the Notice to Proceed shall be the date of this Amendment and the Substantial Completion date shall be established by mutual agreement of the parties.
3. In accordance with Paragraph 5.2 of the Agreement, the Guaranteed Maximum Price for the Work of this Amendment shall be: Fifteen Million Eight Hundred Sixty One Thousand Nine Hundred Fifteen Dollars (\$15,861,915)

and pursuant to Paragraph 5.1.1 of the Agreement, the Construction Manager's Fee for the Work of this Amendment shall be: Three Hundred Eighty Five Thousand Three Hundred Sixty Six Dollars (\$385,366).

4. Pursuant to Paragraph 2.2.3 of the Agreement, the alternates, unit prices, allowances, and assumptions upon which the Guaranteed Maximum Price is based are stated in Construction Manager's GMP Proposal dated February 10, 2016 (10 pages) attached as Exhibit A.
5. Pursuant to Paragraph 2.2.3 of the Agreement, the Contract Documents upon which the Guaranteed Maximum Price is based are stated in attached Exhibit B.

This Modification and Amendment entered into as of the day and year first written above.

OWNER:

CITY OF HUTCHINSON, KANSAS

By: _____

printed name and title

CONSTRUCTION MANAGER:

J.E. DUNN CONSTRUCTION COMPANY

By: _____

BJD SS

printed name and title



EXHIBIT A

JE DUNN CONSTRUCTION
1001 LOCUST STREET
KANSAS CITY, MO 64106
TEL 816.474.8600 | FAX 816.391.2510
www.jedunn.com

February 10, 2016

Mr. John Deardoff
City of Hutchinson, Kansas
PO Box 1567; 125 East Avenue B
Hutchinson, KS 67504-1567

**RE: Hutchinson Sports Arena – BP No. 1 Contract Amendment
JE Dunn Project No. 15042000**

Dear Mr. Deardoff:

We are pleased to present our Contract Amendment No. 1 proposal for Bid Package No. 1 (BP 1) as it relates to the Hutchinson Sports Arena. Our proposal includes all labor, material and equipment as necessary to construct the complete renovation/addition and associated site improvements for BP 1.

Total Contract Amendment No. 1 (BP No. 1): \$15,861,915.00

Clarifications: Refer to Exhibit A included within and below for our assumptions and clarifications in preparing our Contract Amendment No. 1. The intent of the clarifications is not to limit scope, but to clarify what has been included in the BP 1.

- Existing sanitary line are to be abandoned and left in place.
- Existing sanitary structures will be left in place, with neck removed and remaining structure infilled.
- Gas company will need to bring new gas lines to within 5ft of building.
- Gas company will need to disconnect and cap gas line running through new additional.
- Security Devices: Software, and equipment/hardware (camera, card readers, front end equipment/software) to be provided and installed by Owner.
- Moisture of subgrade/low volume change (LVC) is based on Geotechnical report recommendations.
- Fire protections system is a manual wet system only, no pre-action system(s), dry system(s), or antifreeze system(s) are included.
- Fire protection system includes standpipe and hose valves (quantity 4) on 3rd level only, per sheet F2.40.
- Elevator quote is based on a ThyssenKrupp Endural MRL machine room less design.
- Only interior structural concrete or structural steel included is the interior slabs that get raised based on the slab and rebar requirements of the south addition. All other concrete or structural steel work will be bid out in Bid Package 2 when this information is provided.
- The drawings do not indicate any requirements for Fire dampers, fire/smoke dampers, or smoke dampers, thus nothing has been included.
- The drawings do not indicate any security requirements in the elevator, thus nothing has been included.
- Base bid number for existing corner restrooms is based on replacing the waste and vent lines without removing the fixtures (alternate not accepted at this time). A portion of the existing line will remain that stubs through the existing floor or walls for the new piping to connect to. The existing domestic water line will not be replaced.
- Precast panel is an insulated panel with a 4"-4"-7" configuration versus current design of 10"-2"-3".

Project Schedule: Our Contract Amendment No. 1 is based on the preliminary schedule within Exhibit A.



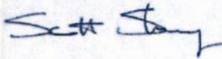
Allowances: We have included Allowance amounts for certain items of work that cannot be accurately and reasonably priced at the time of this estimate. Allowances shall contain all costs, including materials, installation, sales taxes, shop drawings, freight, unloading and handling. Please refer to the clarifications for the allowance amounts included. Any buy-out savings from allowances will be returned immediately to the Owner once Subcontractors are under contract for those scopes. Should the bid amounts be higher than the allowances carried, we will ask for a change order to cover the difference.

Construction Contingency: The intent of this contingency is to cover unknown factors that may adversely affect cost, such as the bidding of subcontracts, major materials, construction schedule problems, productivity, etc. In general this contingency is to be used for cost overruns not generated or initiated by the Owner or its agent. This contingency would remain consistent through the preconstruction phase and then carry through construction.

Owner Contingency: This contingency would remain completely independent of the construction costs (i.e. Contract Amendment No. 1) and would be managed by the Owner as a soft cost. The intent of this contingency would be to cover any scope changes. A scope change would be any modification that increases size, value, operational efficiency and quality of materials, and is most generally initiated by the Owner or Architect. This contingency would also cover any unforeseen or unanticipated site conditions not detailed in the contract documents.

We feel that this proposal accurately reflects the scope, quality and intent of the project represented by the BP 1 Contract Drawings. We ask that you review the attached documentation and backup and let us know if you have any questions.

Sincerely,
JE DUNN CONSTRUCTION



Scott Sherry

cc: Justin Combs, Meryl Dye, Ron Sellers, Jeff Swieton, Preston Dees, Lynn Newkirk



Hutchinson Sports Arena
Hutchinson, Kansas
February 10, 2016



**Arena Renovation & Addition
Overall Project Costs Worksheet**

Description	TOTAL GMP	BP No. 1		100% DD Estimate 1/14/2016	Subcontractor / Notes
		Contract Amendment No. 1 2/16/2016	BP No. 1		
BP No. 1					
Precast Concrete	\$ 994,550	\$ 994,550		\$ 738,476	Enterprise Miller Home Builders Griffith Steel Barnford In HVAC Waldinger Shelley Electric ThyssenKrupp Paul's Excavating McCullough
Structural Steel	\$ 1,222,885	\$ 1,222,885		\$ 1,274,059	
Fire Protection	\$ 1,840,914	\$ 1,840,914		\$ 1,495,822	
Plumbing	\$ 531,000	\$ 531,000		\$ 527,520	
HVAC	\$ -	\$ -		\$ -	
Electrical	\$ 4,410,316	\$ 4,410,316		\$ 4,512,280	
Elevators	\$ 3,078,626	\$ 3,078,626		\$ 3,338,476	
Earthwork	\$ 174,646	\$ 174,646		\$ 180,764	
Site Utilities	\$ 881,682	\$ 881,682		\$ 589,618	
	\$ 115,898	\$ 115,898		\$ 123,741	
				\$ -	
Project Costs (per RFP)				\$ 783,846	
Personnel	\$ 305,501	\$ 305,501			
Safety	\$ 32,863	\$ 32,863			
Temporary Utilities	\$ 73,418	\$ 73,418			
Temporary Project Requirements	\$ 18,538	\$ 18,538			
Layout and Survey	\$ 19,687	\$ 19,687			
Miscellaneous	\$ 168,289	\$ 168,289			
Allowances					
Temporary Protection	\$ 75,000	\$ 75,000			
Weather Provisions	\$ 50,000	\$ 50,000			
Miscellaneous Steel	\$ 50,000	\$ 50,000			
Electrical Associated w/ Card Readers	\$ 10,000	\$ 10,000			
subTotal BP No. 1	\$ 13,671,811	\$ 13,671,811		\$ 13,565,402	
BP No. 2 (estimated values at this time)					
Demolition	\$ 527,875	\$ -			In carpentry
Arena Concrete	\$ 532,645	\$ -			
Masonry	\$ 878,198	\$ -			
Misc. Steel	\$ 182,159	\$ -			
Carpentry	\$ 734,887	\$ -			
Joint Sealants / Waterproofing	\$ 113,920	\$ -			
Firestopping	\$ 125,513	\$ -			
Metal Panels	\$ 517,806	\$ -			
Roofing	\$ 415,398	\$ -			
Overhead Doors	\$ -	\$ -			
Glass and Glazing	\$ 935,430	\$ -			
Gypsum Board / ACT	\$ 806,709	\$ -			
Tiling	\$ 178,834	\$ -			
Wood Flooring	\$ -	\$ -			
Carpeting / Resilient Flooring / Athletic Flooring	\$ 477,212	\$ -			
Painting / Wall Coverings	\$ 404,988	\$ -			
Specialties	\$ 236,809	\$ -			
Food Service Equipment	\$ 293,751	\$ -			
Gymnasium Equipment	\$ 212,500	\$ -			
Seating	\$ 111,808	\$ -			
Asphalt	\$ 286,145	\$ -			
Landscaping & Irrigation	\$ 112,299	\$ -			
Audio / Visual	\$ 270,000	\$ -			
Brick Pavers	\$ 66,541	\$ -			
subTotal BP No. 2	\$ 8,421,437	\$ -		\$ -	
subTotal Cost of Work	\$ 22,093,248	\$ 13,671,811		\$ 13,565,402	
General Requirements (complete project)					
Construction	\$ 784,729	\$ 784,729		\$ 784,729	
subTotal General Requirements	\$ 784,729	\$ 784,729		\$ 784,729	
Permits, Bonds & Insurance (P,B & I) (complete project)					
Permits	0.00% \$ -	0.00% \$ -		0.00%	
Builders Risk	0.15% \$ 37,454	0.15% \$ 23,393		0.15%	
General Liability	1.35% \$ 342,849	1.35% \$ 214,136		1.35%	
Subguard	1.15% \$ 254,072	1.15% \$ 157,226		1.15%	
Performance Bond	1.10% \$ 279,359	1.10% \$ 174,481		1.10%	
subTotal P, B & I	\$ 913,734	\$ 569,236		\$ 573,574	
Contingency - Design	0.00% \$ 179,522	0.00% \$ -		2.00% \$ 305,906	
Contingency - Construction	3.00% \$ 713,751	3.00% \$ 450,773		3.00% \$ 458,859	
Escalation	0.00% \$ 94,249	0.00% \$ -		1.00% \$ 180,800	
Fee	2.49% \$ 617,003	2.49% \$ 385,366		2.49% \$ 371,600	
BASE BID (TOTAL JED Contract)	\$ 25,396,236	82.5% \$ 15,861,915		84.0% \$ 18,220,671	
Construction Contract to Achieve Applicable Project Costs	\$ 25,284,348	\$ -		\$ -	
Total Delta to Construction Cost	\$ 111,888	\$ 15,861,915		\$ 16,220,671	

Hutchinson Sports Arena
Hutchinson, Kansas
February 10, 2016



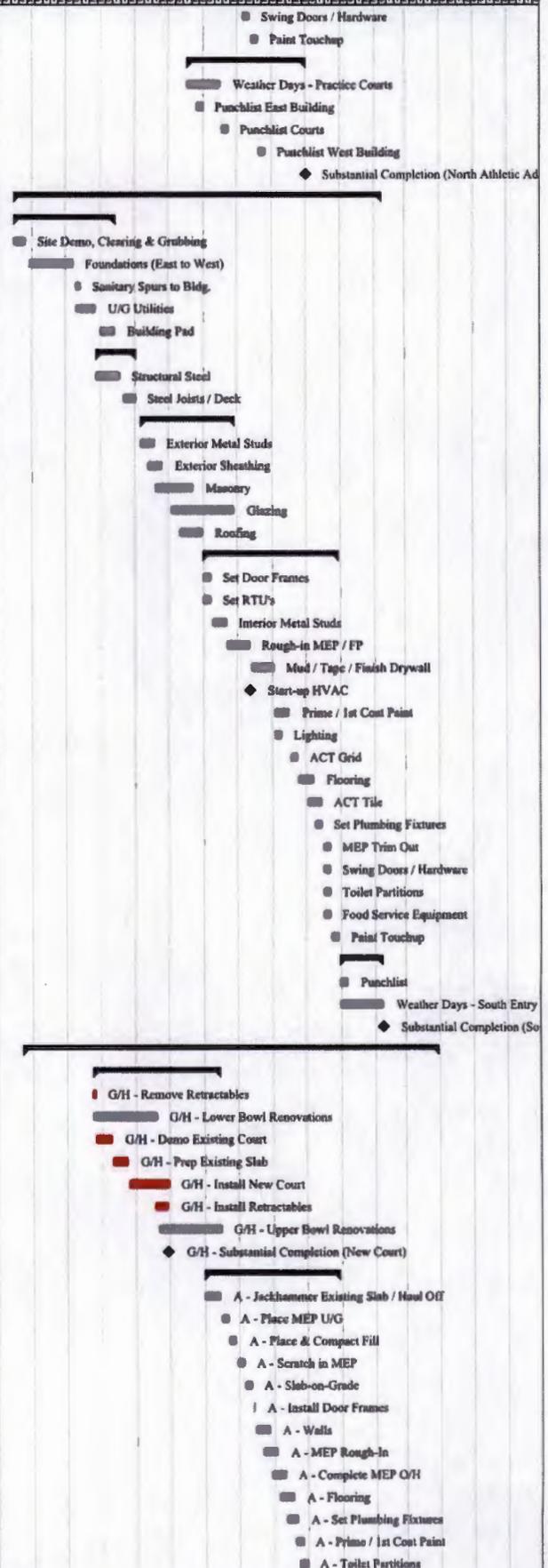
**Arena Renovation & Addition
Overall Project Costs Worksheet**

Description	TOTAL GMP	BP No. 1		Subcontractor / Notes
		Contract Amendment No. 1	100% DD Estimate	
Owner Soft Costs				
FF&E:	\$ 786,983			
Owner Provided Landscaping and Sitework	\$			
Scoreboards, Video & Sound	\$ 230,000			
Network, Telecom & Technology	\$			
Branding & Display Allowance	\$ 150,000			
Concessions	\$ 13,400			
Ticketing	\$ 6,120			
Sports Equipment	\$ 69,520			
Building Support	\$ 118,242			
Furnishings	\$ 49,190			
Security	\$ 123,311			
Site, Plaza & Concourse	\$ 7,200			
Design / Construction related Soft Costs:	\$ 1,950,527			
Design Fees	\$ 1,838,602			
Reimbursable Expenses	\$ 25,000			
CMR - Preconstruction Fees	\$			
Printing for Bid Sets	\$			
Advertising/ Websites	\$			
GeoTech/ Soils	\$ 4,300			
Survey	\$ 4,725			
Asbestos Report	\$ 2,900			
Testing Services (Soils, Concrete, Steel, etc)	\$ 75,000			
Commissioning (estimated)	\$			
Permitting / AHJ	\$			
Submittal Exchange Fees	\$			
City related Soft Costs:	\$ 1,075,142			
Asbestos Abatement	\$ 90,000			
Custodial Equipment	\$			
Public Art	\$ 230,000			
Project Services	\$			
Facilities & Services Administration	\$			
Owner Contingency	7.99% \$ 755,142			
TOTAL Soft Costs	15% \$ 3,792,652			
TOTAL PROJECT COSTS	\$ 29,188,888			
TOTAL PROJECT BUDGET	\$ 29,077,000			
delta	0.38% \$ 111,888			

WBS/Activity	Activity ID	Planned	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Hutch Arena		400.0d	04-Sep-15 A	30-Mar-17																			
Summary / Owner Milestones		320.0d	30-Dec-15 A	30-Mar-17																			
Building Committee Meeting	A1190	0.0d	14-Jan-16	14-Jan-16*																			
100% BP No. 2 / 65% CD Estimate	A1330	0.0d	14-Jan-16	14-Jan-16																			
Council Meeting	A2150	0.0d	02-Feb-16*	02-Feb-16																			
Building Committee Meeting	A1300	0.0d	04-Feb-16	04-Feb-16*																			
BP No. 1 - NTP	A1260	0.0d	12-Feb-16	12-Feb-16																			
Council Meeting - Approval	A2160	0.0d	16-Feb-16*	16-Feb-16																			
Council Meeting	A2170	0.0d	01-Mar-16*	01-Mar-16																			
Building Committee Meeting	A1340	0.0d	03-Mar-16	03-Mar-16*																			
BP No. 2 - NTP / GMP	A1770	0.0d	11-Mar-16	11-Mar-16																			
Council Meeting	A2180	0.0d	15-Mar-16*	15-Mar-16																			
Temporary Turnover of Practice Court	A1680	0.0d	25-Jul-16	25-Jul-16																			
Arena Activities		320.0d	30-Dec-15 A	30-Mar-17																			
Basketball Regular Season	A1960	45.0d	30-Dec-15 A	02-Mar-16																			
NJCAA Tournament	A1970	13.0d	03-Mar-16	21-Mar-16																			
Midian Shrine Circus	A1870	2.0d	04-Apr-16*	05-Apr-16																			
HCC Honors Project Presentations	A1880	0.0d	24-Apr-16*	24-Apr-16																			
HCC Commencement	A1890	0.0d	06-May-16*	06-May-16																			
USD #313 Graduation	A1900	2.0d	13-May-16*	14-May-16																			
USD #308 Graduation	A1910	3.0d	20-May-16*	22-May-16																			
Volleyball Camp	A1780	10.0d	01-Jun-16*	14-Jun-16																			
Volleyball Practice in New Gym	A1800	0.0d	26-Jul-16	26-Jul-16																			
Volleyball Season	A1790	60.0d	01-Aug-16*	24-Oct-16																			
Basketball Practice	A3010	40.0d	06-Sep-16*	31-Oct-16																			
Basketball Tournament Season	A1920	40.0d	01-Nov-16*	28-Dec-16																			
Basketball Regular Season	A1930	45.0d	29-Dec-16	02-Mar-17																			
NJCAA Tournament	A1940	20.0d	03-Mar-17	30-Mar-17																			
Preconstruction		136.0d	04-Sep-15 A	17-Mar-16																			
Design Development																							
Construction Documents		110.0d	04-Sep-15 A	10-Feb-16																			
BP No. 1 - Excav. / Utilities / Fdns. / Precast	A1110	86.0d	04-Sep-15 A	11-Jan-16																			
65% CD Check Set - QA/QC Review	A1210	9.0d	04-Jan-16	14-Jan-16																			
Mtg. Preparation	A1220	3.0d	15-Jan-16	19-Jan-16																			
BP No. 2 - All Remaining Scopes	A1740	62.0d	06-Nov-15 A	08-Feb-16																			
100% BP No. 2 Estimate	A1750	15.0d	19-Jan-16	08-Feb-16																			
Mtg. Preparation	A1760	2.0d	09-Feb-16	10-Feb-16																			
Bid and Award		48.0d	12-Jan-16	17-Mar-16																			
BP No. 1 - Review / Pack. Preparation	A1120	4.0d	12-Jan-16	15-Jan-16																			
BP No. 1 - Subcontractor Bidding	A1130	14.0d	18-Jan-16	04-Feb-16																			
BP No. 1 - Pre Bid Meeting	A2130	0.0d	27-Jan-16*	27-Jan-16																			
BP No. 1 - Bid Date	A1240	0.0d	04-Feb-16	04-Feb-16																			
BP No. 1 - Review Bids	A1250	5.0d	05-Feb-16	11-Feb-16																			
BP No. 1 - Prepare Contracts	A1350	7.0d	12-Feb-16	22-Feb-16																			
BP No. 2 - Review / Pack. Preparation	A1170	4.0d	09-Feb-16	12-Feb-16																			
BP No. 2 - Subcontractor Bidding	A1700	14.0d	15-Feb-16	03-Mar-16																			
BP No. 2 - Pre Bid Meeting	A2140	0.0d	24-Feb-16*	24-Feb-16																			
BP No. 2 - Bid Date	A1710	0.0d	03-Mar-16	03-Mar-16																			
BP No. 2 - Review Bids	A1720	5.0d	04-Mar-16	10-Mar-16																			
BP No. 2 - Prepare Contracts	A1730	5.0d	11-Mar-16	17-Mar-16																			
Submittals / Procurement / Delivery		60.0d	12-Feb-16	05-May-16																			
Reinforcing Steel Shop Preparation	A1570	10.0d	12-Feb-16	25-Feb-16																			
Reinforcing Steel Review/Approval	A1490	10.0d	26-Feb-16	10-Mar-16																			
Reinforcing Steel Fab/Delivery	A1500	10.0d	11-Mar-16	24-Mar-16																			
Site Utilities Shop Preparation	A2260	7.0d	12-Feb-16	22-Feb-16																			
Site Utilities Review/Approval	A2270	3.0d	23-Feb-16	25-Feb-16																			
Site Utilities Fab/Delivery	A2280	10.0d	26-Feb-16	10-Mar-16																			
Precast Shop Preparation	A1590	15.0d	12-Feb-16	03-Mar-16																			
Precast Review/Approval	A1550	10.0d	04-Mar-16	17-Mar-16																			
Precast Fab/Delivery	A1560	35.0d	18-Mar-16	05-May-16																			
Struct. Steel Shop Preparation	A1580	15.0d	12-Feb-16	03-Mar-16																			
Struct. Steel Review/Approval	A1530	10.0d	04-Mar-16	17-Mar-16																			
Struct. Steel Fab/Delivery	A1540	35.0d	18-Mar-16	05-May-16																			
Construction		318.0d	04-Jan-16	30-Mar-17																			
North Athletic Addition		234.0d	04-Jan-16	30-Nov-16																			
Mobilize		10.0d	16-Feb-16	29-Feb-16																			
Mobilization	A1410	0.0d	16-Feb-16	16-Feb-16																			
Install JED Site Office Trailer	A1420	3.0d	16-Feb-16	19-Feb-16																			
Install Constr. Fence & Gates / Utilities for Trailers	A1430	10.0d	16-Feb-16	29-Feb-16																			
Sub Kick-Off Meeting	A1400	0.0d	17-Feb-16	17-Feb-16																			

WBS / Activity	Activity ID	Planned	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Install Erosion Control Measures	A1440	5.0d	22-Feb-16	26-Feb-16																			
Start Construction	JED-0100	0.0d	22-Feb-16	22-Feb-16																			
Sitework / Foundations	99.0d	04-Jan-16	19-May-16																				
New City Sanitary - Complete Site	A2230	5.0d	04-Jan-16	08-Jan-16																			
Cap Existing Water at SW	A2250	4.0d	16-Feb-16	19-Feb-16																			
Site Demo, Clearing & Grubbing	A1460	15.0d	22-Feb-16	11-Mar-16																			
New City Water - Complete Site	A2210	5.0d	22-Feb-16	26-Feb-16																			
Remove Existing Water	A1480	5.0d	29-Feb-16	04-Mar-16																			
Re-route Storm	A2200	10.0d	11-Mar-16	24-Mar-16																			
Electrical from 11th to Trans.	A2310	20.0d	11-Mar-16	07-Apr-16																			
Remove Existing Storm	A2190	5.0d	25-Mar-16	31-Mar-16																			
Domestic / Fire Entry	A2220	5.0d	25-Mar-16	31-Mar-16																			
Foundations (East to West)	A1510	30.0d	01-Apr-16	12-May-16																			
Sanitary Spurs to Bldg.	A2240	5.0d	01-Apr-16	07-Apr-16																			
Wester to set New Transformer	A2300	5.0d	08-Apr-16	14-Apr-16																			
Building Pad	A1470	10.0d	06-May-16	19-May-16																			
Practice Courts (East to West)	70.0d	06-May-16	15-Aug-16																				
Precast	A1610	15.0d	06-May-16	26-May-16																			
Steel Joists/Deck at Courts / Precast	A1620	7.0d	27-May-16	07-Jun-16																			
O/H MEP / FP at Courts	A1670	15.0d	06-Jun-16	24-Jun-16																			
Roof at Courts / Precast	A1520	7.0d	06-Jun-16	16-Jun-16																			
Glazing & Frames	A2510	10.0d	08-Jun-16	21-Jun-16																			
Paint Joists / Deck @ Courts	A1640	10.0d	20-Jun-16	01-Jul-16																			
Skin Weather Tight (Courts)	JED-0305	0.0d	21-Jun-16	21-Jun-16																			
Set RTU's at Courts (west to east)	A2380	7.0d	22-Jun-16	30-Jun-16																			
Paint Court Walls	A1650	7.0d	27-Jun-16	06-Jul-16																			
Lighting	A2500	5.0d	27-Jun-16	01-Jul-16																			
Start-up HVAC (West court)	JED-0500	0.0d	29-Jun-16	29-Jun-16																			
Install Wood Courts	A1660	15.0d	05-Jul-16	25-Jul-16																			
MEP Trim Out	A2520	5.0d	26-Jul-16	01-Aug-16																			
Set Frames / Swing Doors / Hardware	A2530	5.0d	02-Aug-16	08-Aug-16																			
Paint Touchup	A2540	5.0d	09-Aug-16	15-Aug-16																			
East Building (MEP / Storage)	71.0d	13-May-16	23-Aug-16																				
East CMU	A2320	15.0d	13-May-16	03-Jun-16																			
Set Door Frames	A2430	5.0d	24-May-16	31-May-16																			
Steel Joists/Deck at Low East Roof	A2350	5.0d	06-Jun-16	10-Jun-16																			
Rough-in MEP / FP East Bldg.	A2410	25.0d	06-Jun-16	11-Jul-16																			
East Brick	A2330	10.0d	13-Jun-16	24-Jun-16																			
East Roof	A2340	5.0d	27-Jun-16	01-Jul-16																			
Start-up Perm Power	JED-0400	0.0d	27-Jun-16	27-Jun-16																			
Set East Low Roof RTU's	A2390	5.0d	01-Jul-16	08-Jul-16																			
Skin Weather Tight (East Bldg.)	JED-0300	0.0d	01-Jul-16	01-Jul-16																			
Start-up HVAC	JED-505	0.0d	11-Jul-16	11-Jul-16																			
Paint East Bldg.	A2420	5.0d	12-Jul-16	18-Jul-16																			
ACT Grid	A2470	1.0d	19-Jul-16	19-Jul-16																			
Lighting	A2460	5.0d	20-Jul-16	26-Jul-16																			
MEP Trim Out	A2450	5.0d	02-Aug-16	08-Aug-16																			
ACT Tile	A2480	1.0d	09-Aug-16	09-Aug-16																			
Swing Doors / Hardware	A2440	5.0d	10-Aug-16	16-Aug-16																			
Paint Touchup	A2490	5.0d	17-Aug-16	23-Aug-16																			
West Building (Human Performance)	115.0d	06-May-16	18-Oct-16																				
Structural Steel	A1600	15.0d	06-May-16	26-May-16																			
Steel Joists/Deck	A2550	10.0d	20-May-16	03-Jun-16																			
Exterior Metal Studs	A2560	10.0d	06-Jun-16	17-Jun-16																			
Exterior Sheathing	A2570	10.0d	13-Jun-16	24-Jun-16																			
Masonry	A2580	15.0d	20-Jun-16	11-Jul-16																			
Set Door Frames	A2660	5.0d	20-Jun-16	24-Jun-16																			
Interior Metal Studs	A2650	10.0d	27-Jun-16	11-Jul-16																			
Glazing	A2600	10.0d	05-Jul-16	18-Jul-16																			
Roofing	A2590	10.0d	12-Jul-16	25-Jul-16																			
Rough-in MEP / FP	A2610	15.0d	12-Jul-16	01-Aug-16																			
Set RTU's	A2620	5.0d	26-Jul-16	01-Aug-16																			
Mud / Tape / Finish Drywall	A2720	15.0d	02-Aug-16	22-Aug-16																			
Start-up HVAC	JED-510	0.0d	02-Aug-16	02-Aug-16																			
Paint	A2730	10.0d	23-Aug-16	06-Sep-16																			
Lighting	A2790	5.0d	23-Aug-16	29-Aug-16																			
ACT Grid	A2740	5.0d	07-Sep-16	13-Sep-16																			
Flooring	A2750	10.0d	14-Sep-16	27-Sep-16																			
ACT Tile	A2760	5.0d	28-Sep-16	04-Oct-16																			
MEP Trim Out	A2770	5.0d	05-Oct-16	11-Oct-16																			

WBS / Activity	Activity ID	Planned	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Swing Doors / Hardware	A2780	5.0d	05-Oct-16	11-Oct-16																			
Paint Touchup	A2800	5.0d	12-Oct-16	18-Oct-16																			
Punchlist / Closeout		75.0d	16-Aug-16	30-Nov-16																			
Weather Days - Practice Courts	A4290	22.0d	16-Aug-16	15-Sep-16																			
Punchlist East Building	A2820	5.0d	24-Aug-16	30-Aug-16																			
Punchlist Courts	A2810	5.0d	16-Sep-16	22-Sep-16																			
Punchlist West Building	A2830	5.0d	19-Oct-16	25-Oct-16																			
Substantial Completion (North Athletic ...)	JED-0603	0.0d	30-Nov-16	30-Nov-16*																			
South Spectator/ Addition		231.0d	14-Mar-16	07-Feb-17																			
Sitework		65.0d	14-Mar-16	13-Jun-16																			
Site Demo, Clearing & Grubbing	A4120	10.0d	14-Mar-16	25-Mar-16																			
Foundations (East to West)	A4130	30.0d	28-Mar-16	06-May-16																			
Sanitary Spurs to Bldg.	A4140	5.0d	09-May-16	13-May-16																			
U/G Utilities	A4160	15.0d	09-May-16	27-May-16																			
Building Pad	A4150	10.0d	31-May-16	13-Jun-16																			
Foundations and Structure		25.0d	27-May-16	01-Jul-16																			
Structural Steel	A3910	15.0d	27-May-16	17-Jun-16																			
Steel Joists / Deck	A3920	10.0d	20-Jun-16	01-Jul-16																			
Enclosure		60.0d	05-Jul-16	27-Sep-16																			
Exterior Metal Studs	A3930	10.0d	05-Jul-16	18-Jul-16																			
Exterior Sheathing	A3940	10.0d	12-Jul-16	25-Jul-16																			
Masonry	A3950	25.0d	19-Jul-16	22-Aug-16																			
Glazing	A3980	40.0d	02-Aug-16	27-Sep-16																			
Roofing	A3990	15.0d	09-Aug-16	29-Aug-16																			
Interior Rough-In and Finishes		85.0d	30-Aug-16	29-Dec-16																			
Set Door Frames	A3960	5.0d	30-Aug-16	06-Sep-16																			
Set RTU's	A4010	5.0d	30-Aug-16	06-Sep-16																			
Interior Metal Studs	A3970	10.0d	07-Sep-16	20-Sep-16																			
Rough-in MEP / FP	A4000	15.0d	21-Sep-16	11-Oct-16																			
Mud / Tape / Finish Drywall	A4020	15.0d	12-Oct-16	01-Nov-16																			
Start-up HVAC	A4030	0.0d	12-Oct-16	12-Oct-16																			
Prime / 1st Coat Paint	A4040	10.0d	02-Nov-16	15-Nov-16																			
Lighting	A4050	5.0d	02-Nov-16	08-Nov-16																			
ACT Grid	A4060	5.0d	16-Nov-16	22-Nov-16																			
Flooring	A4070	10.0d	23-Nov-16	07-Dec-16																			
ACT Tile	A4080	10.0d	01-Dec-16	14-Dec-16																			
Set Plumbing Fixtures	A4170	5.0d	08-Dec-16	14-Dec-16																			
MEP Trim Out	A4090	5.0d	15-Dec-16	21-Dec-16																			
Swing Doors / Hardware	A4100	5.0d	15-Dec-16	21-Dec-16																			
Toilet Partitions	A4180	5.0d	15-Dec-16	21-Dec-16																			
Food Service Equipment	A4190	5.0d	15-Dec-16	21-Dec-16																			
Paint Touchup	A4110	5.0d	22-Dec-16	29-Dec-16																			
Punchlist / Closeout		27.0d	30-Dec-16	07-Feb-17																			
Punchlist	A4111	5.0d	30-Dec-16	06-Jan-17																			
Weather Days - South Entry	A4300	27.0d	30-Dec-16	07-Feb-17																			
Substantial Completion (South Entry)	JED-0630	0.0d	07-Feb-17	07-Feb-17																			
Existing Area Renovation		262.0d	22-Mar-16	30-Mar-17																			
Area G & H - Court / Bowl Work		80.0d	23-May-16	14-Sep-16																			
G/H - Remove Retractable	A1830	3.0d	23-May-16	25-May-16																			
G/H - Lower Bowl Renovations	A1840	40.0d	23-May-16	19-Jul-16																			
G/H - Demo Existing Court	A1810	10.0d	26-May-16	09-Jun-16																			
G/H - Prep Existing Slab	A2290	10.0d	10-Jun-16	23-Jun-16																			
G/H - Install New Court	A1820	25.0d	24-Jun-16	29-Jul-16																			
G/H - Install Retractable	A1860	10.0d	18-Jul-16	29-Jul-16																			
G/H - Upper Bowl Renovations	A1850	40.0d	20-Jul-16	14-Sep-16																			
G/H - Substantial Completion (New Court)	JED-0601	0.0d	29-Jul-16	29-Jul-16*																			
Area A - New Volleyball Lockers		85.0d	30-Aug-16	29-Dec-16																			
A - Jackhammer Existing Slab / Haul Off	A3700	10.0d	30-Aug-16	13-Sep-16																			
A - Place MEP U/G	A3710	5.0d	14-Sep-16	20-Sep-16																			
A - Place & Compact Fill	A3720	5.0d	21-Sep-16	27-Sep-16																			
A - Scratch in MEP	A3730	5.0d	28-Sep-16	04-Oct-16																			
A - Slab-on-Grade	A3740	5.0d	05-Oct-16	11-Oct-16																			
A - Install Door Frames	A3750	2.0d	12-Oct-16	13-Oct-16																			
A - Walls	A3760	10.0d	14-Oct-16	27-Oct-16																			
A - MEP Rough-In	A3770	10.0d	21-Oct-16	03-Nov-16																			
A - Complete MEP O/H	A3780	10.0d	28-Oct-16	10-Nov-16																			
A - Flooring	A3790	10.0d	04-Nov-16	17-Nov-16																			
A - Set Plumbing Fixtures	A3800	7.0d	11-Nov-16	21-Nov-16																			
A - Prime / 1st Coat Paint	A3820	5.0d	18-Nov-16	25-Nov-16																			
A - Toilet Partitions	A3810	5.0d	22-Nov-16	29-Nov-16																			



WBS / Activity	Activity ID	Planned	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
A - Ceiling Grid	A3840	7.0d	28-Nov-16	06-Dec-16																			
A - Hang Doors / Hardware	A3830	3.0d	30-Nov-16	02-Dec-16																			
A - Trim-Out	A3850	3.0d	05-Dec-16	07-Dec-16																			
A - Casework / Lockers	A3860	5.0d	07-Dec-16	13-Dec-16																			
A - Drop Tiles	A3870	7.0d	14-Dec-16	22-Dec-16																			
A - Final Paint	A3880	2.0d	23-Dec-16	27-Dec-16																			
A - Punchlist	A3890	2.0d	28-Dec-16	29-Dec-16																			
A - Substantial Completion	A3900	0.0d	29-Dec-16	29-Dec-16																			
Area B - New Ball Lockers		111.0d	22-Mar-16	25-Aug-16																			
B - Jackhammer Existing Slab / Haul Off	A2850	10.0d	22-Mar-16	04-Apr-16																			
B - Place MEP U/G	A2860	10.0d	05-Apr-16	18-Apr-16																			
B - Place & Compact Fill	A2870	5.0d	19-Apr-16	25-Apr-16																			
B - Scratch in MEP	A2880	10.0d	26-Apr-16	09-May-16																			
B - Slab-on-Grade	A2890	5.0d	10-May-16	16-May-16																			
B - Install Door Frames	A2900	2.0d	17-May-16	18-May-16																			
B - Walls	A2910	15.0d	19-May-16	09-Jun-16																			
B - MEP Rough-In	A2920	15.0d	31-May-16	20-Jun-16																			
B - Complete MEP O/H	A2930	15.0d	09-Jun-16	29-Jun-16																			
B - Flooring	A3020	15.0d	23-Jun-16	14-Jul-16																			
B - Set Plumbing Fixtures	A2940	10.0d	30-Jun-16	14-Jul-16																			
B - Toilet Partitions	A2950	5.0d	15-Jul-16	21-Jul-16																			
B - Prime / 1st Coat Paint	A3060	5.0d	15-Jul-16	21-Jul-16																			
B - Hang Doors / Hardware	A2960	3.0d	22-Jul-16	26-Jul-16																			
B - Ceiling Grid	A3040	7.0d	22-Jul-16	01-Aug-16																			
B - Trim-Out	A2970	3.0d	27-Jul-16	29-Jul-16																			
B - Casework / Lockers	A3030	10.0d	02-Aug-16	15-Aug-16																			
B - Drop Tiles	A3050	7.0d	11-Aug-16	19-Aug-16																			
B - Final Paint	A2980	2.0d	22-Aug-16	23-Aug-16																			
B - Punchlist	A2990	2.0d	24-Aug-16	25-Aug-16																			
B - Substantial Completion	A3000	0.0d	25-Aug-16	25-Aug-16																			
Area C - New Multi-Purpose Area		67.0d	01-Dec-16	07-Mar-17																			
C - Jackhammer Existing Slab / Haul Off	A3490	5.0d	01-Dec-16	07-Dec-16																			
C - Place MEP U/G	A3500	3.0d	08-Dec-16	12-Dec-16																			
C - Place & Compact Fill	A3510	5.0d	13-Dec-16	19-Dec-16																			
C - Scratch in MEP	A3520	3.0d	20-Dec-16	22-Dec-16																			
C - Slab-on-Grade	A3530	5.0d	23-Dec-16	30-Dec-16																			
C - Install Door Frames	A3540	2.0d	03-Jan-17	04-Jan-17																			
C - Walls	A3550	7.0d	05-Jan-17	13-Jan-17																			
C - MEP Rough-In	A3560	7.0d	12-Jan-17	20-Jan-17																			
C - Complete MEP O/H	A3570	7.0d	19-Jan-17	27-Jan-17																			
C - Flooring	A3580	5.0d	26-Jan-17	01-Feb-17																			
C - Set Plumbing Fixtures	A3590	5.0d	02-Feb-17	08-Feb-17																			
C - Prime / 1st Coat Paint	A3600	5.0d	02-Feb-17	08-Feb-17																			
C - Toilet Partitions	A3610	5.0d	09-Feb-17	15-Feb-17																			
C - Ceiling Grid	A3620	5.0d	09-Feb-17	15-Feb-17																			
C - Hang Doors / Hardware	A3630	3.0d	16-Feb-17	20-Feb-17																			
C - Casework / Lockers	A3640	5.0d	16-Feb-17	22-Feb-17																			
C - Trim-Out	A3650	3.0d	21-Feb-17	23-Feb-17																			
C - Drop Tiles	A3660	3.0d	27-Feb-17	01-Mar-17																			
C - Final Paint	A3670	2.0d	02-Mar-17	03-Mar-17																			
C - Punchlist	A3680	2.0d	06-Mar-17	07-Mar-17																			
C - Substantial Completion	A3690	0.0d	07-Mar-17	07-Mar-17																			
Area D - New Media Area		84.0d	26-Aug-16	23-Dec-16																			
D - Jackhammer Existing Slab / Haul Off	A3070	7.0d	26-Aug-16	06-Sep-16																			
D - Place MEP U/G	A3080	5.0d	07-Sep-16	13-Sep-16																			
D - Place & Compact Fill	A3090	5.0d	14-Sep-16	20-Sep-16																			
D - Scratch in MEP	A3100	5.0d	21-Sep-16	27-Sep-16																			
D - Slab-on-Grade	A3110	5.0d	28-Sep-16	04-Oct-16																			
D - Install Door Frames	A3120	2.0d	05-Oct-16	06-Oct-16																			
D - Walls	A3130	10.0d	07-Oct-16	20-Oct-16																			
D - MEP Rough-In	A3140	10.0d	14-Oct-16	27-Oct-16																			
D - Complete MEP O/H	A3150	10.0d	25-Oct-16	07-Nov-16																			
D - Flooring	A3160	10.0d	01-Nov-16	14-Nov-16																			
D - Set Plumbing Fixtures	A3170	5.0d	08-Nov-16	14-Nov-16																			
D - Toilet Partitions	A3180	5.0d	15-Nov-16	21-Nov-16																			
D - Prime / 1st Coat Paint	A3190	5.0d	15-Nov-16	21-Nov-16																			
D - Hang Doors / Hardware	A3200	3.0d	22-Nov-16	25-Nov-16																			
D - Ceiling Grid	A3210	7.0d	22-Nov-16	01-Dec-16																			
D - Trim-Out	A3220	3.0d	28-Nov-16	30-Nov-16																			
D - Casework / Lockers	A3230	5.0d	02-Dec-16	08-Dec-16																			

WBS / Activity	Activity ID	Planned	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
D - Drop Tiles	A3240	5.0d	13-Dec-16	19-Dec-16																			
D - Final Paint	A3250	2.0d	20-Dec-16	21-Dec-16																			
D - Punchlist	A3260	2.0d	22-Dec-16	23-Dec-16																			
D - Substantial Completion	A3270	0.0d	23-Dec-16	23-Dec-16																			
Area E - New Visitor's Lockers		111.4d	26-Jul-16	30-Dec-16																			
E - Jackhammer Existing Slab / Haul Off	A1990	10.0d	26-Jul-16	08-Aug-16																			
E - Place MEP U/G	A2000	10.0d	09-Aug-16	22-Aug-16																			
E - Place & Compact Fill	A2010	5.0d	23-Aug-16	29-Aug-16																			
E - Scratch in MEP	A2020	10.0d	30-Aug-16	13-Sep-16																			
E - Slab-on-Grade	A2030	5.0d	14-Sep-16	20-Sep-16																			
E - Install Door Frames	A2090	2.0d	21-Sep-16	22-Sep-16																			
E - Walls	A2040	15.0d	23-Sep-16	13-Oct-16																			
E - MEP Rough-In	A2050	15.0d	04-Oct-16	24-Oct-16																			
E - Complete MEP O/H	A2100	15.0d	13-Oct-16	02-Nov-16																			
E - Set Plumbing Fixtures	A2060	10.0d	03-Nov-16	16-Nov-16																			
E - Toilet Partitions	A2070	5.0d	17-Nov-16	23-Nov-16																			
E - Hang Doors / Hardware	A2080	3.0d	17-Nov-16	21-Nov-16																			
E - Trim-Out	A2110	3.0d	22-Nov-16	25-Nov-16																			
E - Final Paint	A2120	2.0d	28-Nov-16	29-Nov-16																			
E - Punchlist	A2840	2.0d	30-Nov-16	01-Dec-16																			
E - Substantial Completion	JED-0604	0.0d	30-Dec-16	30-Dec-16*																			
Area F - New Official's Lockers		67.0d	27-Dec-16	30-Mar-17																			
F - Jackhammer Existing Slab / Haul Off	A3280	5.0d	27-Dec-16	03-Jan-17																			
F - Place MEP U/G	A3290	3.0d	04-Jan-17	06-Jan-17																			
F - Place & Compact Fill	A3300	5.0d	09-Jan-17	13-Jan-17																			
F - Scratch in MEP	A3310	3.0d	16-Jan-17	18-Jan-17																			
F - Slab-on-Grade	A3320	5.0d	19-Jan-17	25-Jan-17																			
F - Install Door Frames	A3330	2.0d	26-Jan-17	27-Jan-17																			
F - Walls	A3340	7.0d	30-Jan-17	07-Feb-17																			
F - MEP Rough-In	A3350	7.0d	06-Feb-17	14-Feb-17																			
F - Complete MEP O/H	A3360	7.0d	13-Feb-17	21-Feb-17																			
F - Flooring	A3370	5.0d	20-Feb-17	24-Feb-17																			
F - Set Plumbing Fixtures	A3380	5.0d	27-Feb-17	03-Mar-17																			
F - Prime / 1st Coat Paint	A3400	5.0d	27-Feb-17	03-Mar-17																			
F - Toilet Partitions	A3390	5.0d	06-Mar-17	10-Mar-17																			
F - Ceiling Grid	A3420	5.0d	06-Mar-17	10-Mar-17																			
F - Hang Doors / Hardware	A3410	3.0d	13-Mar-17	15-Mar-17																			
F - Casework / Lockers	A3440	5.0d	13-Mar-17	17-Mar-17																			
F - Trim-Out	A3430	3.0d	16-Mar-17	20-Mar-17																			
F - Drop Tiles	A3450	3.0d	22-Mar-17	24-Mar-17																			
F - Final Paint	A3460	2.0d	27-Mar-17	28-Mar-17																			
F - Punchlist	A3470	2.0d	29-Mar-17	30-Mar-17																			
F - Substantial Completion	A3480	0.0d	30-Mar-17	30-Mar-17																			
Site Improvements		73.0d	14-Jun-16	26-Sep-16																			
Excavate Curbs	A4200	20.0d	14-Jun-16	12-Jul-16																			
Place Curbs	A4210	20.0d	28-Jun-16	26-Jul-16																			
New Drives E/W of Arena	A4220	15.0d	27-Jul-16	16-Aug-16																			
Mill / Overlay Parking Lots	A4230	20.0d	27-Jul-16	23-Aug-16																			
Landscaping	A4240	10.0d	24-Aug-16	07-Sep-16																			
Pavement Markings	A4250	10.0d	24-Aug-16	07-Sep-16																			
Weather Days	A4280	8.0d	08-Sep-16	19-Sep-16																			
Punchlist	A4260	5.0d	20-Sep-16	26-Sep-16																			
Substantial Completion (Ext. Improvements)	A4270	0.0d	26-Sep-16	26-Sep-16																			

End of Exhibit A

EXHIBIT B
HUTCHINSON SPORTS ARENA
J.E. Dunn Project No. 15042000
Contract Documents

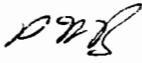
1. The Prime Contract Between the Owner and Construction Manager dated June 29, 2015.
2. AIA A201-2007 General Conditions of the Contract for Construction, as modified, and attached to the Prime Contract as Exhibit A.
3. Project Manual (Front End) dated January 15, 2016, including specification sections.
4. Drawings prepared by the Architect as follows:

Number	Title	Date
G0.01	COVER SHEET - VOLUME 1	15-Jan-2016
G0.11	DRAWING INDEX - VOLUME 1	15-Jan-2016
V1.00	SURVEY	15-Jan-2016
C1.00	GRADING PLAN	15-Jan-2016
C2.00	UTILITY PLAN	15-Jan-2016
C2.10	PLAN AND PROFILE SHEET - SWS LINE 1	15-Jan-2016
C2.20	PLAN AND PROFILE SHEET - SWS LINE 2	15-Jan-2016
C2.30	STORM SEWER MANHOLE STD	15-Jan-2016
C2.40	STORM SEWER TRENCH DETAILS	15-Jan-2016
C3.00	PLAN AND PROFILE - WL	15-Jan-2016
C3.10	PLAN AND PROFILE - WL	15-Jan-2016
C3.20	PLAN AND PROFILE - WL	15-Jan-2016
C3.30	PLAN AND PROFILE - WL	15-Jan-2016
C3.40	WL STANDARD DETAILS	15-Jan-2016
C4.00	SS LINE 1	15-Jan-2016
C4.10	SS LINE 1	15-Jan-2016
C4.20	SS LINE 2	15-Jan-2016
C4.30	SS LINE 2	15-Jan-2016
C4.40	SS MANHOLE DETAIL	15-Jan-2016
C4.50	SS TRENCH DETAIL	15-Jan-2016
C5.00	EROSION CONTROL PLAN	15-Jan-2016
A0.00	DEMOLITION SITE PLAN	15-Jan-2016
A0.01	ARCHITECTURAL SITE PLAN	15-Jan-2016
A0.15	FIRE RESISTIVE ASSEMBLY REFERENCE SHEET	15-Jan-2016
A0.16	FIRE RESISTIVE ASSEMBLY REFERENCE SHEET	15-Jan-2016
A0.17	FIRE RESISTIVE ASSEMBLY REFERENCE SHEET	15-Jan-2016
A0.31	BASEMENT LEVEL LIFE SAFETY PLAN	15-Jan-2016
A0.32	EVENT LEVEL LIFE SAFETY PLAN	15-Jan-2016

COUNCIL COMMUNICATION	
FOR MEETING OF	2/16/2016
AGENDA ITEM	7b
FOR ACTION	X
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager

FROM: Paul W. Brown, City Attorney 

DATE: February 10, 2016

RE: Real Estate Contract for purchase of lots on West 11th Avenue

BACKGROUND:

The Hutchinson City Council has previously approved the construction of a new fire station at 1024 North Hendricks, Hutchinson, Kansas at the current site of fire station #5. In order to facilitate the construction of the new fire station, acquisition of tracts to the east of the current fire station will assist in its design.

Included in the agenda packet is a copy of the survey of the lots to be acquired and an aerial photo of the area.

A proposed Real Estate Contract with the seller of the lots on West 11th Avenue is also attached for Council review.

RECOMMENDATION:

Motion to approve the attached Real Estate Contract for acquisition of the West 7.50 feet of Lot 3 and Lots 4 thru 7, Block 6, Fairmount Addition, Hutchinson, Reno County, Kansas; and authorize the Mayor to sign the attached contract and all other documents necessary for the closing of the transaction.

PWB:lso

REAL ESTATE CONTRACT

THIS AGREEMENT is entered into for adequate consideration this _____ day of _____, 2016, by and between Debra S. Wilson, a single person, hereinafter referred to as "Seller", and City of Hutchinson, a municipal corporation, hereinafter referred to as "Buyer".

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the following described property on the terms stated in this contract:

The West 7.50 feet of Lot 3 and Lots 4 thru 7, Block 6, Fairmount Addition, Hutchinson, Reno County, Kansas.

2. Financial Terms. The total purchase price shall be Eight Thousand and No Hundredths Dollars (\$8,000.00).

a. Buyer shall pay the balance in full to Seller at the closing.

3. Warranty Deed. Seller shall execute a proper Warranty Deed to Buyer and deliver it to Buyer at closing.

4. Title Insurance. Seller shall, at Seller's expense, cause a Title Commitment to the subject property to be delivered to Buyer's designee no less than seven (7) days before closing. The Title Commitment shall show good and marketable title in Seller, unencumbered by liens or clouds on title, except:

Easements of record.

Zoning regulations and ordinances of the municipality or county.

Any state of facts an accurate survey may show.

Covenants and restrictions of record, if any.

Buyer may, at Buyer's expense, have the Title Commitment examined by an attorney of Buyer's choice.

5. Taxes. Taxes for 2015 and prior years shall be paid by Seller.

Taxes for 2016 shall be prorated to the date of closing. If said taxes and assessments are not determinable as of the date of closing, the proration shall be based upon the previous year's taxes and assessments.

6. Closing. The closing of this transaction shall be April 11, 2016, or at an earlier date by mutual agreement of the parties. The closing date shall be extended by fifteen (15) days upon request of either party, but not beyond that date except by mutual agreement, unless reasonable time is needed to satisfy title requirements.

7. Possession. Buyer shall assume possession at the date of closing.

8. Time. Time is expressly agreed to be of the essence in the performance of this contract.

9. Binding. This agreement is binding on heirs, executors, devisees and successors in interest of all parties.

10. Assignments. Buyer shall not assign this contract or any interest therein without written consent of Seller.

11. Entire Agreement. This contract constitutes the entire agreement between the parties, and the Seller is not and shall not be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not found in this contract.

DEBRA S. WILSON, a single person
"Seller"

Debra S. Wilson

CITY OF HUTCHINSON, KANSAS,
a municipal corporation
"Buyer"

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer, City Clerk

Garber Surveying Service, P.A.



2908 North Plum St.
Hutchinson, Kansas 67502
Phone 620 665-7032 • FAX 620 663-7401

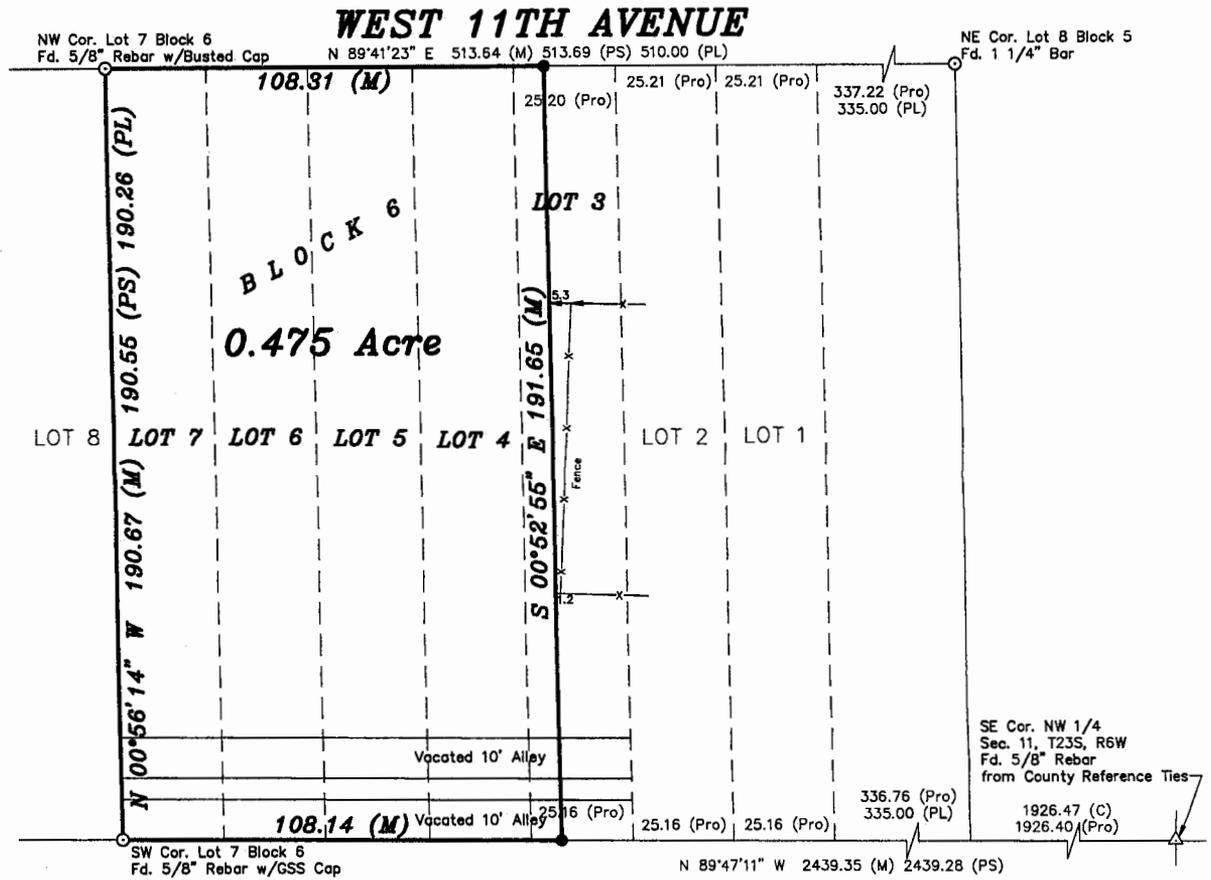
511 North Poplar St.
Newton, Kansas 67114
Phone 316 283-5053 • FAX 316 283-5073

115 East Marlin
McPherson, Kansas 67460
Phone 620 241-4441 • FAX 620 241-4458

Project No. G2015-428

SURVEY FOR: CITY OF HUTCHINSON FIRE DEPARTMENT

DESCRIPTION: The West 7.50 feet of Lot 3 and Lots 4 thru 7, Block 6, Fairmount Addition, Hutchinson, Reno County, Kansas.



Scale: 1" = 30'

BASIS OF BEARING = NAD 83 KANSAS SOUTH ZONE

LEGEND

- △ - Sectional Monument Found
- - Survey Monument Found
- - 5/8" x 24" Iron Rebar Set w/G.S.S. Cap
- (C) - Calculated
- (M) - Measured
- (PL) - Platted
- (PS) - Previous GSS Survey G2002-609
- (Pro) - Prorated

DATE OF FIELD WORK: June 25, 2015

SURVEYOR'S CERTIFICATE:

I hereby certify this plat to be a true, correct and complete representation of the property described above as surveyed under my supervision.

Dated: July 20, 2015

Daniel E. Garber
DANIEL E. GARBER
REGISTERED
SURVEYOR
S-683
7-20-2015

G:\2015\2015_PAS-18_PLAT_021515.DWG
 Plot Date: 7/20/2015
 Plot Time: 10:00:00 AM
 Plot User: D:\Users\DLG\Documents\GSS\2015\2015_PAS-18_PLAT_021515.DWG

11TH

G C PROPERTIES LLC
Property Address: 1001 N HENDRICKS ST
Owner Address: 1650 NICKERSON BLVD
HUTCHINSON, KS 67501
1221004001001000

HENDRICKS

CITY OF HUTCHINSON
Property Address: 1024 N HENDRICKS ST
Owner Address: PO BOX 1567
HUTCHINSON, KS 67504
1211102006006000

WILSON, DAVID P & DEBRA S
Property Address: 1427 W, 11TH AVE
Owner Address: 1427, W, 11TH AVE
HUTCHINSON, KS 67501
1211102006005000

GARFIELD

WILSON, DAVID P & DEBRA S
Property Address: 1421 W 11TH AVE
Owner Address: 1427 W 11TH AVE
HUTCHINSON, KS 67501
1211102006004000

11TH

CROWN HOMES OF HUTCHINSON LLC
Property Address: 1408 W, 11TH AVE
Owner Address: PO BOX 2504
HUTCHINSON, KS 67504
1211102002023000

COUNCIL COMMUNICATION	
FOR MEETING OF	2/16/2016
AGENDA ITEM	7C
FOR ACTION	X
INFORMATION ONLY	

INTER - OFFICE COMMUNICATION
Council Agenda Item

DATE: February 10, 2016

TO: John Deardoff, City Manager

FROM: Jeff Peterson, PE, Director of Engineering

SUBJECT: 2016 KLINK Resurfacing Project (K-61 between Lorraine Street to 11th Avenue):
Agreement with KDOT

BACKGROUND:

The proposed City Connecting Link (KLINK) program for 2016 is a 2" mill and overlay of K-61 from Lorraine Street to north of 11th Avenue. We plan to construct this project later this year in 2016.

By executing the attached agreement, the City is giving KDOT authority to participate in the cost of the project by use of State Highway funds. This agreement is for 2 budget years (2015 and 2016) of funding from KDOT to assist in maintenance of K-61.

FISCAL:

KDOT will fund up to \$200,000 per year for construction and construction engineering costs which shall be a maximum of 50% of the project costs. This agreement is for 2 budget years of funding which is \$400,000 for an estimated total project cost of \$800,000. This allows the City to complete this project this budget year.

RECOMMENDATION:

Staff recommends that the council authorize the Mayor to sign the attached agreement.

PROJECT NO. 61-78 U-0198-01
KLINK RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF HUTCHINSON, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Hutchinson, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on K-61, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

2. **KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for K-61, from Lorraine Street to just north of 11th Avenue, in Hutchinson, Kansas.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$400,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$800,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation.

expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

7. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

10. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

11. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

12. **Permanent Traffic Control.** The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

13. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

15. Program Administration. In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

16. Discrimination Laws. The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

17. Prevailing Wages. The City will require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from the KDOT Bureau of Construction and Materials website.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

GENERAL PROVISIONS:

1. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

2. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. **Civil Rights Act.** The "Special Attachment No. 1." pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF HUTCHINSON, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27. (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COUNCIL COMMUNICATION	
FOR MEETING OF	2/16/2016
AGENDA ITEM	7d
FOR ACTION	X
INFORMATION ONLY	

INTER-OFFICE COMMUNICATION

Date: February 10, 2016

To: John Deardoff, City Manager
From: Jeff Peterson, P.E., Director of Engineering

Subject: Report of Bid Opening for Avenue C and Main Street Parking Lot
(Project 12-12)

Background:

This project is the construction of a parking lot located on the east side of Avenue C and Main Street on property formerly owned by the Salvation Army. A condition of this property was that a parking lot be developed in this location

A total of 3 bids were opened on Tuesday, January 26, 2016. The low bid was received from APAC-Kansas, Shears Division of Hutchinson, Kansas. The Base Bid included the construction of the parking lot and installation of conduit for future lighting and electrical receptacles for downtown events. The Alternate bid includes completion of the installation of lighting for the parking lot.

The Engineer’s Estimate and bid summary are listed below.

		Base Bid	Base Bid and Alternate
	Engineers Estimate	\$184,050.00	\$205,050.00
1	APAC-Kansas, Inc., Shears Division, Hutchinson, KS	\$195,772.50	\$256,481.50
2	Kansas Paving, Wichita, KS	\$230,672.00	\$292,772.00
3	Cornejo and Sons, Wichita, KS	\$249,208.33	\$324,205.98

The bid tabulation is attached for your reference.

The bids are 9% over the engineer’s estimate for the project. The small size of this project and lack of recent bid data on parking lot construction made this project difficult to estimate. The 3 bids were competitive for the base bid which is the construction of the parking lot. The alternate bid for lighting greatly exceeded the project budget so it was dropped from consideration at this time. Installation of lighting can be considered in the future.

The proposed final completion date for this project is May 27, 2016.

Fiscal:

The majority of the cost for this project will be funded by CIP funds obligated for the parking lot. The remaining funding for the project will be determined as the project is initiated.

Action:

Although the bid for the project is above the engineer’s estimate, it is Engineering’s opinion that the low bid is competitive and reasonable for the construction of the proposed parking lot. It is recommended that the Base Bid for the project be awarded, and the Mayor be authorized to sign the contract with APAC-Kansas, Inc., Shears in Division, in the amount of \$195,772.50, subject to compliance with all legal requirements.

12-12, Avenue C and Main Parking Lot

Bid: January 26, 2016 2:00 p.m.

City of Hutchinson

SUMMARY OF QUANTITIES			Engineer's Estimate		APAC-Kansas, Inc., Shears		Kansas Paving		Cornejo and Sons		
			Totals	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost
No.	Description										
1	Mobilization	1	L.S.	9,300.00	9,300.00	\$15,718.00	\$15,718.00	\$20,000.00	\$20,000.00	\$15,149.03	\$15,149.03
2	Construction Staking	1	L.S.	3,500.00	3,500.00	\$4,197.00	\$4,197.00	\$2,750.00	\$2,750.00	\$2,614.20	\$2,614.20
3	Clearing and Grubbing	1	L.S.	1,500.00	1,500.00	\$4,185.00	\$4,185.00	\$25,000.00	\$25,000.00	\$28,330.66	\$28,330.66
4	Unclassified Excavation	1	L.S.	4,200.00	4,200.00	\$14,600.00	\$14,600.00	\$30,000.00	\$30,000.00	\$29,181.79	\$29,181.79
5	8" Crushed Aggregate Base	1,410	Tons	34.00	47,940.00	\$28.20	\$39,762.00	\$25.00	\$35,250.00	\$30.13	\$42,483.30
6	4" Concrete Sidewalk	148	S.F.	6.00	888.00	\$7.10	\$1,050.80	\$6.00	\$888.00	\$8.76	\$1,296.48
7	6" Concrete Driveway	908	S.F.	6.00	5,448.00	\$6.55	\$5,947.40	\$6.00	\$5,448.00	\$7.61	\$6,909.88
8	30" Standard Curb and Gutter	977	L.F.	20.00	19,540.00	\$22.05	\$21,542.85	\$18.00	\$17,586.00	\$25.07	\$24,493.39
9	BM-2 Asphalt 3.5" Base (35%RAP)(PG-58-28)	605	Tons	85.00	51,425.00	\$73.60	\$44,528.00	\$80.00	\$48,400.00	\$74.50	\$45,072.50
10	BM-2 Asphalt 2" Surface (20%RAP)(PG-58-28)	347	Tons	87.00	30,189.00	\$77.55	\$26,909.85	\$90.00	\$31,230.00	\$82.74	\$28,710.78
11	Control Structure	1	Each	4,200.00	4,200.00	\$4,222.00	\$4,222.00	\$4,500.00	\$4,500.00	\$8,511.36	\$8,511.36
12	8" PVC Schedule 40	24	L.F.	30.00	720.00	\$75.40	\$1,809.60	\$80.00	\$1,920.00	\$60.80	\$1,459.20
13	Erosion Control	1	L.S.	1,100.00	1,100.00	\$3,720.00	\$3,720.00	\$200.00	\$200.00	\$2,191.67	\$2,191.67
14	1- 1/4" Conduit for Electrical	1,200	L.F.	2.50	3,000.00	\$5.40	\$6,480.00	\$6.00	\$7,200.00	\$6.69	\$8,028.00
15	Public Relations	1	L.S.	1,100.00	1,100.00	\$1,100.00	\$1,100.00	\$300.00	\$300.00	\$4,776.09	\$4,776.09
Total Base Bid					\$184,050.00		\$195,772.50		\$230,672.00		\$249,208.33
A	Lighting - Complete	1	L.S.	\$21,000.00	\$21,000.00	\$60,709.00	\$60,709.00	\$62,100.00	\$62,100.00	\$74,997.65	\$74,997.65
Subtotal Alternate A					\$21,000.00		\$60,709.00		\$62,100.00		\$74,997.65
Total Bid, Base Bid and Alternate A					\$205,050.00		\$256,481.50		\$292,772.00		\$324,205.98



INTER-OFFICE COMMUNICATION

DATE: February 8, 2016

TO: John Deardoff, City Manager

CC: Justin Combs, Director of Park and Facilities

FROM: Pieter Miller, Airport Manager

SUBJECT: Hangar 4 Lease

COUNCIL COMMUNICATION	
FOR MEETING OF	2-16-16
AGENDA ITEM	7e
FOR ACTION	✓
INFORMATION ONLY	

Background: In July of 2015, Wells Aircraft notified me that they no longer wished to continue the lease for hangar 4. Hangar 4 has been on a year-to-year lease agreement with Wells Aircraft for the last 5 years. Wells had been using the hangar for cold storage of aircraft. Once vacated the hangar, the Airport Advisory Committee made a motion to create a Request for Proposal in an effort to gauge interest in who and what hangar 4 might be used for. The results of the RFP awarded the hangar lease to Blue Sky Aviators Inc. Blue Sky's business plan includes flight instruction, aircraft flying and ownership clubs and public outreach events. Blue Sky Aviators is a non-profit company who hopes to reinvigorate aviation in the community of Hutchinson. For Blue Sky's business model, they need an updated, efficient, modern facility. Unfortunately, hangar 4 does not meet any of these criteria and needs substantial updating. Blue Sky Aviators is willing to perform the required hangar updates and remodels if the lease is reflective of the investment.

Lease Agreement: As part of the lease negotiations, the Airport Advisory Committee approved a unique leasing arrangement that if successful, will see a much improved facility at the airport and will eventually leave the airport with a more marketable hangar for future tenants. The lease is a 10 year facility lease with a graduated leases payments for the first 5 years calculated on a base rent payment of \$553 per month. Year 1, the tenant will not pay any rent. The tenant will be investing over \$75k in improvements including additional heated/air-conditioning office and meeting space, electrical upgrades, hangar heat and insulation, floor conditioning and lighting upgrades. In year 2 the rent payment will be 25% of the base rate, year 3 will increase to 50%, year 4 75%, year 5 will begin full base lease rate. The remainder of the lease term (5 years) the monthly payment will be consistent at the base amount of \$553. It should be noted that at any point in the lease, if the tenant does not follow through with the intended hangar improvements, the full lease rate will retroactively be applied.

Fiscal Impact: Historically hangar 4 has generated \$6,644.40 per year being utilized as cold storage of small aircraft. As part of this lease, no revenue will be generated by hangar 4 in year 1, year two will see \$1,661.10, year three will see \$3,322.20, year four is \$4,983.30 and year five through year 10 will be \$6,644.40 per year. However, after the lease term expires, the condition of hangar 4 should be such as to provide a much high base lease for future tenants. If



INTER-OFFICE COMMUNICATION

Blue Sky Aviators is able to provide the improvements, the City will have gained \$75k worth of improvements for a loss of revenue of \$23,256 over 10 years.

Recommendation: Staff recommends that a motion be made to accept the Blue Sky Aviators lease agreement as proposed.

Action Required: Motion to approve a 15 year (five year base with two five year extensions) lease with Blue Sky Aviators LLC. for hanger 4 with a base lease payment of \$553 per month with incentives for improvements in the form of a reduction in lease payments in the first four (4) years of the agreement.

Hutchinson Regional AIRPORT

FACILITY LEASE AGREEMENT

FOR

AVIATION HANGER SPACE

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 20_____, by and between the CITY OF HUTCHINSON, KANSAS, a Regional corporation, hereinafter referred to as "CITY" or "LESSOR"; and _____, a for-profit company organized and existing under and by virtue of the laws of the State of Kansas, hereinafter referred to as "LESSEE" or "TENANT".

WITNESSETH:

WHEREAS, CITY owns and operates an airport, known as the Hutchinson Regional Airport, located in Reno County, Kansas, (hereinafter referred to as the "AIRPORT");

WHEREAS, CITY is the owner of a certain structure more particularly which is located at the AIRPORT (hereinafter referred to as the "FACILITY");

WHEREAS, in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, K.S.A. 3-113 et seq. (the "Act"), and in order to provide for the economic development and welfare of Hutchinson, Kansas, and to provide employment opportunities for its citizens and to promote the welfare of the State of Kansas, CITY has determined that it is in the best interests of the citizens of Hutchinson, Kansas, to lease certain real estate described hereinafter to TENANT for the rentals and upon the terms and conditions hereinafter set forth;

WHEREAS, CITY desires to lease said FACILITY to TENANT and TENANT desires to lease the FACILITY for the purpose of operating a fixed base operation under the terms and conditions hereinafter set forth;

WHEREAS, the parties agree that Hanger(s) No. 680 is desirable and acceptable for the purpose stated above and the parties hereto also desire to enter into a fixed base operator's agreement, all in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the parties acknowledge that LESSEE is leasing the identified FACILITY in its present condition, which may or may not meet current CITY building codes, and LESSOR will not be required to improve the property to meet City Code requirements until and unless it makes any improvements, remodels or renovations, that requires compliance with current City Building Codes; and will not be required to improve the property to meet CITY code requirements until and unless it makes any improvements, remodels or renovations, at which time, the subject property will meet all CITY building codes; and,

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and obligations hereinafter stated, the parties mutually agree as follows, to-wit:

ARTICLE I - PREMISES

- 1.1 **Property.** Subject to the terms and conditions herein expressed, CITY hereby leases to TENANT and TENANT leases from CITY to have and to hold, a FACILITY, Hanger(s) No. 680, situated at the AIRPORT and more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof by reference (referred to throughout in this Lease as the "DEMISED PREMISES")

ARTICLE II - TERMS OF LEASE

Initial Lease Term. The Initial Term of this Lease shall be for a period of 5 years commencing on _____ ("Commencement Date") and terminating on _____, (as the same may be extended pursuant to Section 2.2. below, the "Term").

2.2 **Renewal Lease Terms.** This Lease and Agreement may be automatically renewed for two (2) additional five (5) year terms, for a total lease term not to exceed fifteen (15) years, subject, however, to earlier termination provisions contained in this Agreement. No such renewal shall occur in the event of either of the following:

A. ***Notice.***

1. LESSEE notifies LESSOR in writing at least ninety (90) days prior to the expiration of the current term of this Agreement of their intent not to renew.
2. LESSOR notifies LESSEE in writing at least ninety (90) days prior to the expiration of the current term of this Agreement of their intent not to renew.

B. ***Sale or Closure.*** LESSEE sells its interests in, or discontinues operations as a Specialized Aviation Service Operator (SASO) or private use aircraft storage/maintenance facility, or transfers its interests in buildings or improvements constructed as a part of this agreement.

C. ***Restriction on Assignment and Sublease, Change in Ownership of Lessee Entity.*** LESSEE shall have no right to assign its rights under this Lease without the written consent of LESSOR and LESSOR may withhold the consent for any reason. If LESSEE is other than a natural person, prior to the commencement of this Lease, LESSEE shall submit to LESSOR a copy of its governing documents, including the names and addresses of its present principal owners and the percentage of such entity owned by each owner. During the term of this Lease, if one or more of such principal owners shall no longer be a principal owner of such entity, then this Lease shall terminate at the option of LESSOR, unless written approval of such change in ownership is granted by LESSOR. "Principal Owner" is defined as anyone who owns at least thirty percent (30%) of LESSEE's entity. In the event of a proposed sale, the proposed buyer may request the LESSOR to consider an extension of the Term of this Lease.

D. ***Default.*** An event of default as defined by this agreement occurs.

E. ***Bankruptcy.*** If LESSEE is adjudicated bankrupt, or if LESSEE makes a general assignment for the benefit of its creditors, or if a receiver is appointed for LESSEE's business operated on the Demised Premises, then in any of these events, to the extent permitted by law, LESSOR may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Demised Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

F. ***Market/Regulation Changes.*** In the event that matters covered in Sections: 3.6 Charges, 3.8 Future Legislative Action, 5.9 Compliance, 5.10 Lease subject to FAA regulations or 16.1 Improvement, Relocation or Removal of Structure, result in a substantial alteration in the operational relationship between Lessor and Tenant, the parties agree to negotiate in good faith to resolve any issues between the parties related to such subsequent developments. In the event that the issues are not resolved between the parties through negotiation, the Lessor or the Tenant may provide a 90-day Notice of Termination of Lease to the other party; with said lease to terminate 90 days after the service of said Notice to Terminate upon the other party.

G. Both parties to this Agreement agree to cancellation.

2.3 **Holdover.** TENANT shall not acquire any right or interest in the Demised Premises by remaining in possession after termination of this Lease. Any holding over after the term of this Lease, with the consent of LESSOR, shall be considered to be a tenancy from month to month, at the same monthly rental as required to be paid by LESSEE for the period immediately prior to the expiration of the term of this Lease and shall be otherwise on the terms and conditions specified in this Agreement.

ARTICLE III - COMPENSATIONS

- 3.1 **Facility Rent.** Base rent for the FACILITY ("Rent") is due in advance on the first day of each month during the term of this Lease and all renewals thereto in the amounts set forth in Exhibit "B" attached hereto and incorporated herein by reference. The base rent shall be made without reduction, offset, or without the necessity of any notice being given by LESSOR to LESSEE. Rent payments shall be delivered to CITY at Hutchinson Regional Airport, 1100 North Airport Road, Hutchinson, KS 67501, or at such other place as CITY may hereafter from time to time, by notice, designate on or before the 1st day of each month.
- 3.2 **Additional Rent.** TENANT shall pay, as additional rent, all Impositions (as defined in Article IV), and all other payments of whatever nature that TENANT has agreed to pay or assume under the terms and provisions of this Lease, including expense such as upgrades to the FACILITY requested by the LESSEE and all reasonable expenses (including attorneys' fees) incurred by CITY in connection with the enforcement of the terms and provisions of this Lease. The parties hereto agree that this Lease is intended to be a net lease, with all payments for taxes, utilities, repairs, maintenance and insurance (as described in Article IV – Impositions, Article VIII – Insurance and Exhibit D attached hereto) to be at the sole cost and expense of TENANT. All such amounts payable under this Section are referred to as "Additional Rent".
- 3.3 **Past Due Amounts.** In the event TENANT fails to pay any installment of rent or other sum due hereunder when due, TENANT shall pay to CITY on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such late charge within ten (10) days after demand therefore shall be a default hereunder. The provision for such late charge shall be in addition to all of CITY's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting CITY's remedies.
- 3.4 **Security for Payment.** If LESSEE becomes delinquent, LESSOR may require LESSEE to provide security for the rentals and charges due hereunder, LESSEE shall comply with any one of the following three options within fourteen (14) days following the receipt of the written notice by the LESSOR, for an amount equal to three (3) month's rentals, fees and charges:
- A. Post with the City a surety bond, to be maintained throughout the term hereof. Such bond shall be issued by a sound indemnity company and shall be in a form and content satisfactory to City.
 - B. Deliver to City an irrevocable letter of credit drawn in favor of City. Said irrevocable letter of credit shall be kept in force throughout the term of this Agreement and shall contain terms and conditions satisfactory to City.
 - C. Prepay estimated total fees due.
- 3.5 **Aviation Fuel Purchase (Fuel Flowage Fee).** TENANT may enter into a separate agreement to purchase its own aviation fuel delivered to the Demised Premises, from a third party for its aviation fuel supply, or TENANT may install its own fuel storage facilities or enter into an agreement to use an existing fueling facility. Provided however, that TENANT shall pay to CITY a fee for the privilege of accepting and storing aviation gasoline and/or jet fuel. Said flowage fee shall be a per gallon assessment which schedule is attached hereto as Exhibit C, and incorporated herein by reference. Said flowage fee shall be adjusted in accordance with the terms and conditions set forth in Exhibit C.
- A. **Monthly Reports.** In the event that TENANT purchases aviation fuel from a third party other than CITY or a SASO, TENANT shall submit a monthly report of the gallons of aviation fuel purchased and stored on the Demised Premises. Said report shall be made on a form provided to TENANT by CITY and shall be submitted to CITY's Airport Manager or his designee by the fifteenth day of the following month. The flowage fee shall be due and payable upon presentation of said report.
 - B. **Records.** TENANT shall maintain complete records of the aviation fuel purchased by TENANT from a third party other than a SASO for consumption on the Demised Premises. TENANT shall retain its invoices for the purchase of aviation fuel for a period of five (5) years after the date of said transactions.

- C. **Fuel Flowage Records/Right to Audit.** CITY shall have access to TENANT's books and said records and invoices as they relate to aviation fuel purchased for consumption on the Demised Premises at all reasonable times for the purpose of inspecting and auditing the same for compliance with this agreement and monitor the authenticity of the report required under Paragraph 3.3 above. In the event any such inspection or audit reveals that TENANT has underpaid its fuel flowage fee, TENANT shall immediately remit the underpayment to the CITY. If the inspection or audit reveals that the underpayment exceeds by three percent (3%) the amount actually owed, then TENANT agrees to also reimburse the CITY for the costs and expenses of the inspection or audit and the CITY may declare this agreement in default.
 - D. **Aviation Fuel Storage.** Unless agreed to by separate contract, no aviation fuel may be stored on the Demised Premises except in mobile refuelers which meet all safety standards established by CITY and the Federal Aviation Administration or a storage system meeting all EPA, state DNR, NFPA, American Petroleum Institute (API), and FAA requirements and approved by CITY and the Hutchinson Fire Protection District.
 - E. **Definition.** For purposes of this Article, "aviation fuel" shall be defined as turbine fuel and aviation gasoline or such other substances as may be used to fuel aircraft.
- 3.6 **Charges.** CITY reserves the right to levy reasonable charges for the use of Airport facilities including, but not limited to, the right to impose charges in the nature of landing and Airport users fees. TENANT agrees to pay such reasonable charges, provided, however, that any such charges imposed by CITY shall be assessed and charged in a uniform and non-discriminatory manner, and shall be equitably apportioned among all persons or entities using Airport facilities. TENANT shall collect for and deliver to CITY on or before the tenth business day of each month, any charges, taxes, or fees payable to CITY resulting from such use by others, with the express or implied permission of TENANT.
- 3.7 **No Abatement.** No abatement, diminution or reduction of the annual rental, or of any additional rent or other charges required to be paid by TENANT pursuant to the terms of this lease, shall be claimed by, or allowed to, TENANT for any inconvenience, interruption, cessation or loss of business or otherwise caused, directly or indirectly, by any present or future laws, order or regulations, whether federal, state, county or Regional, or by any other cause or causes beyond the control of CITY; provided that if as a result of such law, order or regulation TENANT is prohibited from operating its business or otherwise materially limited in the operation of its business, then TENANT shall have the right to terminate this Lease upon thirty (30) days prior written notice to CITY.
- 3.8 **Future Legislative Action.** It is understood and agreed that CITY may through future legislation impose fees and licensing requirements on motor vehicle rental agencies, and that nothing herein shall be construed as exempting TENANT from such fees and licensing requirements.

ARTICLE IV - IMPOSITIONS

- 4.1 **Impositions.** TENANT shall pay all water and sewer charges, and all taxes, assessments, and other governmental charges and impositions related to the personal property of TENANT, equipment of the TENANT or TENANT's activities within the FACILITY, whatsoever, foreseen or unforeseen, which if not paid when due, would encumber CITY's title to the FACILITY (all of the foregoing taxes, assessments, and charges are referred to as "impositions").
- 4.2 **Taxes and Assessments.** TENANT shall, during the term of this Lease, pay before delinquency all taxes and assessments, general, and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon TENANT'S personal property, TENANT's equipment or as a result of TENANT's activities within the FACILITY.

At the present time, the premises is exempt from real estate taxation. In the event that the premises of the LESSOR, the TENANT's interest in the demised premises under this Lease, or on account of the leasing by CITY to TENANT of all the demised premises or any part thereof, becomes taxable, including any new lawful taxes and assessments not of the kind enumerated above, CITY and

TENANT agree to renegotiate this LEASE to provide for payment of said taxes. In the event that CITY or TENANT are not able to mutually agree upon the payment of taxes related to the real estate, either party may terminate said lease upon thirty (30) days' notice to the other party.

- 4.3 **Utilities.** TENANT shall pay all charges incurred for utility services including, but not limited to charges for, water, gas, electricity, sewer and telephone. All utilities and utility services used by TENANT in, on or about the Demised Premises shall be contracted for by TENANT in TENANT's own name, and TENANT shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. All costs of extending utility services to the FACILITY shall be paid by TENANT or the utility company
- 4.4 **Receipted Statements.** TENANT shall deliver to CITY a copy of the payment receipt for any imposition within thirty (30) days after the last day that payment can be made without penalty or interest of any such Imposition, which if not paid when due, would encumber City's title to the Facility..
- 4.5 **Contest of Impositions.** TENANT shall have the right to contest the validity or amount of any Imposition by appropriate proceedings instituted at least ten (10) days before the Imposition becomes delinquent if, and provided, TENANT
- A. before instituting any such contest, gives CITY written notice of its intention to do so;
 - B. diligently prosecutes any such contest;
 - C. at all times effectively stays or prevents any official or judicial sale of the FACILITY, or any part thereof or interest therein, under execution or otherwise, and
 - D. promptly pays any final judgment enforcing the Imposition and thereafter promptly procures record release or satisfaction thereof.

TENANT shall protect, defend and indemnify and hold CITY harmless from any costs and expenses CITY may incur related to any such contest.

ARTICLE V - USE AND OWNERSHIP

- 5.1 **Use of Premises.** The Demised Premises are to be used for an office/hangar/shop/fuel facility for TENANT'S business. LESSEE shall have the exclusive use and occupancy of such facilities on the leased premises for the sole purpose of conducting business as a Specialized Aviation Service Operator (SASO) at the AIRPORT subject to the restrictions referred to herein. The SASO services to be performed by LESSEE as said operator may include, among other things, all types of aerial operations, air charter services, air schools, air advertising, aircraft rental services, air passenger, cargo, and ambulance service, aircraft storage, and other aeronautical property storage, airplane shop, service and maintenance facilities, the sale of airplanes, and aircraft fuel, oil, parts, supplies and accessories, and car rental. Said services by LESSEE shall be provided during LESSEE's normal business hours or on an ongoing basis. LESSEE shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions, and requirements of all federal, state, local, and other governments or governmental authorities, now or hereafter applicable to the FACILITY or to any adjoining public ways to the extent used by LESSEE, as to the manner of use or the condition of the FACILITY, or of such adjoining public ways.
- 5.2 **Aeronautic Advisory Station.** LESSEE shall have the right to establish and maintain an aeronautic advisory station to service landing area of the airport during the term of this agreement.
- 5.3 **Use of Runways and Taxiways.** Subject to the provisions set forth below, CITY hereby grants to LESSEE, its employees and invitees the non-exclusive right incidental to the operation of the Demised Premises, for the Lease Term, as renewed, if applicable, in common with others entitled to a similar use thereof, to use the Taxiways and Runways at the Airport, attached hereto and incorporated by reference, for aircraft ingress to and egress from the Demised Premises, provided however, that each portion of the Taxiway/Runway shall be used only for its intended purpose. Notwithstanding anything contained herein to the contrary, CITY may at any time and from time to time, in its sole discretion, maintain, change the design and/or configuration of any Taxiway/Runway. LESSEE shall, and shall cause its employees and invitees to, abide by the rules

and regulations for the use of the Taxiway as the same may be established from time to time by CITY.

- 5.4 **Inconvenience During Construction.** LESSEE recognizes that from time to time during the term of this Lease, it will be necessary for CITY to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Hutchinson Regional Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt TENANT's operation at the Hutchinson Regional Airport. LESSEE agrees that no liability shall attach to CITY, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption and in further consideration of the premises, LESSEE waives any right to claim damages or other consideration.
- 5.5 **Prohibited Uses.** The following activities are expressly prohibited.
- A. TENANT will not conduct, rent or sublease all or any part of the Leased Premises or the improvements located thereon for any non-airport aviation activity or other purpose.
 - B. TENANT will not block the taxiways or store aircraft upon taxiways or grass areas of the Airport.
 - C. Automobiles, trucks and vehicles are prohibited from parking on the aprons or taxiways for extended periods.
- 5.6 **Superior Quality Operation.** TENANT hereby represents, warrants, covenants and agrees that the business to be conducted by TENANT at the Demised Premises will be of "superior quality" and reputable in every respect and that the methods to be employed by TENANT in the business as well as all other elements of its activities will be performed in a professional manner. TENANT hereby further covenants and agrees that throughout the term of this lease the appearance of the premises and deportment of all personnel employed therein as well as the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in the premises, and any lettering, announcements, together with any lighting or other features pertinent thereto, shall at all times meet with CITY's reasonable approval and, if at any time any of the same be disapproved, TENANT agrees to eliminate the grounds for such disapproval in such a manner and within such time as may be specified by CITY in a written notice given by it to TENANT.
- 5.7 **Outside Storage.** TENANT shall not store materials or supplies outside the FACILITY without first obtaining the written consent of CITY.
- 5.8 **Signs.** TENANT shall not have the right to install signs on the Demised Premises or anywhere else on the Hutchinson Regional Airport, either free standing or attached to the building, without the written consent of City. All signs shall be subject to the requirements of the City of Hutchinson Sign Ordinance.
- 5.9 **Compliance.** TENANT shall have the right to use and occupy the Demised Premises for the purpose stated above; provided, however, that TENANT, its successors, assigns and sublessees shall comply with all CITY ordinances, rules and regulations pertaining to zoning, subdivisions, development and all other matters, including the ongoing development and eventual adoption of provisions in the *Hutchinson Regional Airport Minimum Standards for Aeronautical Activity*, and any amendments thereto.. TENANT may request a draft version of the "Minimum Standards" for review and comment at anytime. It shall be the responsibility of Tenant to secure and pay for all permits, fees, and licenses as required. If TENANT subleases any or all of the Demised Premises, TENANT shall be responsible for its sublessees' compliance with the requirements in this paragraph.
- 5.10 **Lease Subject to FAA Regulations.** Anything to the contrary in this Lease notwithstanding, TENANT's use and occupancy of the FACILITY shall at all times be subject to the regulations and rules promulgated from time to time by the Federal Aviation Administration ("FAA") as the same may be applicable to TENANT's use of the FACILITY.

- 5.11 **Commercial Aeronautical Activities Not Authorized.** TENANT may not conduct qualified commercial aeronautical activities as defined in Minimum Standards on the Demised Premises, except upon receipt of the prior written consent of CITY. Upon TENANT'S meeting the applicable requirements of the Minimum Standards, CITY will issue its approval for TENANT to conduct qualified commercial aeronautical activities.
- 5.12 **Peaceful Possession.** CITY warrants that it has the authority to make this lease. CITY shall defend TENANT'S right and enjoyment of use of the premises during the term of this Lease and any term of renewal without any interruption by CITY or any other person claiming the Demised Premises except as provided in Articles XII and XIII herein.
- 5.13 **Assignment.** TENANT shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of City, provided, however, in the event of such assignment, TENANT shall remain liable to CITY for the remainder of the term of the Agreement to pay to CITY any portion of the compensations provided for herein upon failure of the assignee to pay the same when due. Said assignee shall not assign said Agreement except with the prior written approval of the City and TENANT herein, and any assignment by TENANT shall contain a clause to this effect.
- 5.14 **Estoppel Certificates.**
- A. At the request of either party, the other party shall certify in writing:
1. that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and,
 2. acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Demised Premises or any prospective lessee.
- B. Within ten days after TENANT's request, CITY shall deliver an Estoppel Certificate, a declaration to any person designated by TENANT:
1. ratifying this Lease;
 2. stating the commencement and termination dates and the rent commencement date; and
 3. certifying:
 - a) that this lease is in full force and effect and has not been, to the knowledge of CITY, assigned, modified, supplemented or amended (except by such writings as shall be stated);
 - b) that all conditions under this Lease to be performed by TENANT have been satisfied (stating exceptions, if any);
 - c) no defenses or offsets against the enforcement of this Lease by TENANT exist (or stating those claimed);
 - d) the date to which rent has been paid, and such other information as TENANT reasonably requires.
- C. If any party fails or refuses to deliver any such written certificate within ten (10) days after receiving a written request to do so, then the failure shall constitute the equivalent of a representation by the party failing or refusing: (a) that this Lease is in full force and effect, without modification except as may be represented by CITY; (b) that there are no uncured defaults in the other party's performance; and, (c) that not more than one (1) month's rent has been paid in advance.

ARTICLE VI - ALTERATIONS OR IMPROVEMENTS

- 6.1 **Tenant's Improvements.** With written consent of LESSOR and subject to all restrictions and conditions set forth in this lease, TENANT shall cause to be designed, constructed and installed

upon and within the Demised Premises, at no cost to CITY, appropriate improvements to carry out the purpose of this Lease, as previously expressed.

- A. Prior to construction of any improvements, TENANT must comply with all CITY ordinances, statutes of the United States and State of Kansas, FAA rules and regulations, and EPA rules and regulations.
- B. TENANT shall submit all plans for all proposed development and improvements to the CITY Airport Manager, or his designee, and to all other appropriate CITY Officials. TENANT shall deliver all preliminary plans such as site plans and all necessary alterations and construction forms including FAA Form 7460 to the CITY Airport Manager who shall forward such plans to the appropriate federal agencies for their approval. The preliminary plans shall show plot plans, buildings and other structures, objects and facility locations and their elevations, and shall indicate proposed exterior materials and finishes on all structures and objects.
- C. CITY shall not unreasonably withhold its consent, so long as the alteration or improvements do not change the elevations or footprint of the FACILITY and so long as the improvements meet all other conditions and criteria set forth in this Lease. CITY may condition its consent on TENANT furnishing a bond, under terms and conditions that are satisfactory to CITY, protecting against mechanic's lien claims.
- D. All additions, changes, and alterations made by TENANT shall
 1. be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto;
 2. be completed in accordance with detailed plans and specifications which have been submitted to and approved by CITY in accordance with the provisions attached hereto;
 3. when commenced, be prosecuted to completion with due diligence;
 4. when completed, shall be paid for promptly by TENANT and shall not give rise to any mechanic's liens, and,
 5. when completed, shall be deemed a part of the Facility.
- E. Before TENANT installs any outdoor lighting, lighting plans shall be approved by CITY and the FAA and shall be constructed so as not to cause a glare to pilots using the Airport.
- F. Within ninety (90) days following completion of the initial construction and any subsequent additions, alterations or improvements, TENANT shall present to CITY a complete set of "as-built" drawings including, but not limited to, architectural renderings, specifications, structural, mechanical, plumbing, and electrical plans.
- G. Upon termination of this lease for any cause whatsoever, all buildings and improvements constructed by TENANT on the Demised Premises and all fixtures appurtenant to such buildings and improvements shall be and become the property of CITY.
- H. The approval to any single improvement or alteration project shall not constitute CITY's approval of any subsequent project.

6.2 **Performance and Payment Bonds.** In the event TENANT shall be required to furnish Performance and Payment Bonds to any lending facility in connection with the construction and completion of any improvements on the Demised Premises, such Bond shall include CITY as an additional insured. Any sums derived from said Performance and Payment Bonds shall be used for the completion of construction and the payment of laborers and material suppliers.

6.3 **Certificates of Completion.** Upon the completion of TENANT'S improvements, TENANT shall either submit to CITY sufficient documentation showing completion of the improvements or a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by TENANT.

6.4 **Tenant's Improvement Maintenance.** TENANT shall, throughout the Original and any Renewal Terms of this Lease, at its own cost, and without any expense to CITY, keep and maintain all TENANT'S improvements to the Demised Premises, including all buildings and improvements of every kind which may be now or hereafter constructed, in good, sanitary and neat order.

- A. TENANT shall not commit or suffer waste, impairment or deterioration of the Demised Premises or the Improvements thereon or any part thereof, reasonable wear and tear excepted.
 - B. CITY, in its sole discretion, shall be the sole judge of the quality of maintenance; and LESSEE, upon written notice by CITY to LESSEE, shall be required to perform whatever maintenance CITY deems necessary.
 - C. In the event TENANT shall fail to commence necessary repairs for which it is responsible including any repairs to the Improvements or fails to diligently pursue the completion of such repairs, CITY, in addition to all other remedies available under this Lease (and without waiving any other remedies), shall have the right to enter upon the Demised Premises and perform the necessary maintenance, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice of such to Lessee.
 - D. Subject to 6.5 below, TENANT shall restore and rehabilitate all TENANT'S improvements which may be destroyed or damaged by fire, flood, casualty or any other cause whatsoever. CITY shall not be obligated to make any repairs or replacements of any kind, nature or description, to TENANT'S improvements.
- 6.5 **Damage to and Destruction of Improvements.** The damage, destruction, or partial destruction of any of TENANT'S improvements shall not release TENANT from any obligation hereunder, except as expressly provided in Paragraph 6.6 of this Article, and in case of damage to or destruction of any such building or improvement, TENANT shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligation of TENANT, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to TENANT for such repair or replacement.
- 6.6 **Damage or Destruction Occurring Toward End of Term.** Anything to the contrary in the immediately preceding paragraphs of this Article notwithstanding, in case of destruction of TENANT'S improvements or damage thereto from any cause so as to make it untenable during the last five (5) years of the Term hereof, TENANT then if not in default hereunder, may elect to terminate this lease by written notice served on CITY within sixty (60) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of TENANT to repair or restore the building or improvements nor any right on the part of TENANT to receive any proceeds collected under any insurance policies covering such building or any part thereof. The foregoing shall not prevent TENANT from recovering under any policies of insurance not covering the building, including but not limited to policies covering contents and business interruption. On such termination, the rent payable by TENANT to CITY hereunder shall be prorated as of the termination date, and in the event any rent shall have been paid in advance, CITY shall rebate the same for the unexpired period for which payment shall have been made.
- 6.7 **Election Not to Terminate.** If, in the event of such destruction or damage during the last five (5) years of the Term hereof, TENANT does not elect to terminate this Lease in accordance with Paragraph 6.6, or if TENANT is not permitted to so terminate this Lease under the terms of any mortgage or deed of trust then encumbering TENANT's interest in the Demised Premises, the proceeds of all insurance covering such damage or destruction shall be made available to TENANT for such repair or replacement, and TENANT shall be obligated to repair or rebuild TENANT'S improvements as above provided.

ARTICLE VII - FAA PROVISIONS

- 7.1 **Landing Area.** CITY reserves the right (but shall not be obligated to TENANT) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of TENANT in this regard.
- 7.2 **CITY Improvements.** CITY reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of TENANT, and without interference or hindrance.

- 7.3 **No Obstructions.** CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport which in the reasonable opinion of CITY would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 7.4 **Military Use.** During time of war or national emergency, CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended. TENANT'S obligation to pay rent shall be suspended during any and all periods of time during which the provisions of the lease are suspended due to government use of the AIRPORT's facilities which would prevent the normal operation of TENANT'S business.
- 7.5 **No Interference.** It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
- 7.6 **Public Airspace.** There is hereby reserved to CITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Demised Premises together with a right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used, or navigation of or flight in the air using said air space for landing, taking off or operating on or about the AIRPORT.
- 7.7 **Subordination of Lease.** This Lease shall be subordinate to the provisions of any existing or future agreement between CITY and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the AIRPORT.
- 7.8 **No Discrimination.**
- A. TENANT, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Airport for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, TENANT shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
 - B. TENANT, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the FACILITY that: (1) no person on the grounds of sex, race, religion, age, disability, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such facility and the furnishing of services thereon, no person on the grounds of sex, race, religion, age, disability, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that TENANT shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
 - C. TENANT agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; PROVIDED, that TENANT may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers or in connection with promotional programs or special events.

- 7.9 **No Exclusive Right.** It is hereby understood and agreed that nothing contained in this Lease shall be construed to grant or authorize any exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.
- 7.10 **Federal Aviation Act.** TENANT agrees to comply with the provisions of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a)), and any future amendments or revisions thereof, any rules or regulations promulgated thereunder and any provisions of any agreements providing federal assistance for development of AIRPORT entered into by CITY and the United States or its agencies.
- 7.11 **Radio Communication.** TENANT shall not, by its activities, interfere with radio communications, instrument landing systems, navigational aids, or flight operations of Airport. TENANT shall not transmit or send any radio signal from the Demised Premises with the exception that aircraft on said Demised Premises may send or transmit to the Airport's control tower. The prohibition against transmission of radio signals from the Demised Premises shall not be held to apply to routine maintenance checks by authorized radio maintenance.

ARTICLE VIII - INSURANCE

- 8.1 **Insurance Coverage of Demised Premises.** CITY shall provide insurance for the facility known as Hanger(s) #680. TENANT shall, at all times during the Original and any Renewal Terms of this Lease, and at TENANT'S sole expense, keep all TENANT'S personal property, improvements which may be hereafter erected on the Demised Premises and the contents of such improvements insured against loss or damage by fire, flood, lightning, extended coverage, and vandalism hazards for the full replacement value of such improvements, with loss payable to TENANT and to CITY as an additional insured. Any loss adjustment shall require the written consent of both TENANT and CITY.
- 8.2 **General Liability Insurance.** TENANT shall maintain in effect throughout the Original and Renewal Term of this Lease commercial general liability insurance with a combined single limit not less than \$1,000,000 per occurrence, covering bodily injury and property damage. Such insurance shall insure both TENANT and CITY. TENANT shall provide CITY with an updated Certificate of Insurance on an annual basis. The Certificate shall indicate CITY as additional insured. TENANT shall increase the limits of liability if required by state statutory limits of liability for public entities.
- 8.3 **Indemnity.** TENANT shall indemnify, protect, defend, and hold CITY and their officers, employees and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorneys fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the FACILITY during the term of this Lease, caused by or attributable to the negligence, omission, or intentional acts of TENANT, its agents, employees, subtenants, contractors or invitees, and TENANT shall defend CITY in any action or proceeding brought thereon. CITY shall, at its option, have control over any litigation or settlement involving such claims. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the negligence or willful misconduct of CITY or their respective agents and employees.
- 8.4 **City's Right to Pay Premiums.** All of the policies of insurance referred to in Paragraphs 8.1, 8.2, 8.1 and 8.2, of this Article shall be issued by insurance companies and shall be written in form reasonably approved by CITY. TENANT shall pay all of the premiums therefore and deliver a copy of such policies, certificates thereof and amendments or endorsements thereto, to CITY, and in the event of the failure of TENANT, either to effect such insurance in the names or amounts herein called for or to pay the premiums therefore or to deliver such policies, certificates, amendments and endorsements to CITY, CITY shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefore, which premiums shall be repayable to CITY with the next installment of rental payment, and failure to repay the same shall carry with it the same consequence as failure to pay any installment or rental payment. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to CITY, that it will give to CITY thirty (30) days' written notice before the policy or

policies in question shall be altered or canceled. If such coverage terminates or is canceled or reduced, TENANT shall within 15 days before such termination or within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with CITY a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

8.5 **Definition of Full Replacement Value.** The term "full replacement value" of improvements as used herein, shall mean the actual replacement cost thereof calculated from time to time, less exclusions provided in the standard insurance policies. In the event either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than five (5) years, to have such full replacement value redetermined by the insurance company which is then carrying the largest amount of insurance carried on the Demised Premises (hereinafter referred to as "impartial appraiser"). The party desiring to have the full replacement value so redetermined by such impartial appraiser shall forthwith on submission of such determination to such impartial appraiser give written notice thereof to the other party hereto. The determination of such impartial appraiser shall be final and binding on the parties hereto, and TENANT shall forthwith increase (or may decrease) the amount of the insurance carried pursuant to this Article as the case may be to the amount so determined by the impartial appraiser. Such determination shall be binding for a period of five (5) years, or until superseded by agreement between the parties hereto or by a subsequent redetermination by an impartial appraiser. Each party shall pay one-half of the fee, if any, of the impartial appraiser. If during any such five (5) year period TENANT shall have made improvements to the Demised Premises, CITY may have such full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined.

8.6 **Adjustment of Coverage.** In the event that either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for such insurance then to be carried and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this paragraph but, if the parties shall be unable to agree thereon, the proper and reasonable limits for such insurance then to be carried shall be determined by an impartial third person selected by the parties, on application by either party made after thirty (30) days written notice to the other party of the time and place of such application, and the decision of such impartial third person as to the proper and reasonable limits for such insurance then to be carried shall be binding on the parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provision of this section. The expenses of such determination shall be borne equally by the parties.

ARTICLE IX - EFFECT OF BANKRUPTCY OR INSOLVENCY

9.1 **Prohibition of Involuntary Assignment.** Other than as provided herein, neither this Lease nor the leasehold estate of TENANT nor any interest of TENANT hereunder in the Demised Premises or in the building or improvements thereon shall be subject to involuntary assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise or intestate succession) and any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

9.2 **Effect of Bankruptcy.** Without limiting the generality of the provisions of the preceding paragraph of this Article, TENANT agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against TENANT, and, if against TENANT, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event TENANT is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which TENANT is a party, with authority to take possession or control of the Demised Premises or the business conducted thereon by TENANT, and such receiver is not discharged within a period of ninety (90) days after his appointment, any such event or any

involuntary assignment prohibited by the provisions of the preceding paragraph of this Article shall be deemed to constitute a breach of this Lease by TENANT and shall, at the election of CITY, but not otherwise, without notice of entry or other action of CITY terminate this Lease and also all rights of TENANT under this Lease and in and to the Demised Premises and also all rights of any and all persons claiming under TENANT, provided that this Article shall not operate to terminate this Lease with respect to or any rights of any Mortgagee acting in accordance with Sections 5.14 and 12.1 hereof.

ARTICLE X - WORK PERMITS, LIENS AND SURETY BONDS

- 10.1 **Securing of Permits and Authorizations.** TENANT shall not permit any work in or about the FACILITY, any repair, rebuilding, restoration, replacement, alteration of or addition to the Demised Premises or any part thereof, unless all requisite City and other governmental permits and authorizations shall have first been obtained.
- 10.2 **Tenant's Duty to Keep Demised Premises Free of Liens.** TENANT shall keep all of the Demised Premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of TENANT, any alteration, improvement, or repairs or additions which TENANT may make or permit or cause to be made, or any work or construction, by, for, or permitted by TENANT on or about the Demised Premises, or any obligations of any kind incurred by TENANT. TENANT shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and indemnify and hold harmless CITY and all of the Demised Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto; failure to do so shall constitute default. Provided further, that nothing herein contained shall be construed to make TENANT the agent of CITY for the purpose of binding the Demised Premises.
- 10.3 **Contesting Liens.** If TENANT desires to contest any such lien, it shall notify CITY of its intention to do so within thirty (30) days after TENANT receives notice of the filing of such lien. In the event TENANT elects to so contest such lien, TENANT shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time TENANT shall satisfy and discharge such lien to the extent held valid. Provided, that in the event of any such contest, TENANT shall protect and indemnify CITY against all loss, expense, and damage resulting therefrom.
- 10.4 **Surety Bond.** TENANT shall require any contractor or subcontractors hired to construct improvements on the premises to furnish to CITY a bond with good and sufficient sureties, in an amount fixed by CITY, and such bond shall be conditioned for the payment of any and all materials, equipment and tools used in connection with the construction of such improvements, and all insurance premiums, both for compensation and for all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise.
- 10.5 **Subordination of Lease.** TENANT'S interest in the Demised Premises shall be subordinate and junior to any mortgage suffered by CITY upon the Demised Premises, provided that the holder of any such mortgage agrees that so long as TENANT or its permitted successors and assigns shall not be in default under the terms and conditions of this Lease, its occupancy of the Demised Premises shall not be disturbed. TENANT hereby covenants with respect to foreclosure of any such mortgage, to attorn to the purchaser at foreclosure sale, and to be bound to perform the covenants herein agreed to be kept and performed by TENANT for the then unexpired term, or renewal term as the case may be, of this Lease. If any mortgagee of CITY'S interest so requires, TENANT covenants to execute a recordable non-disturbance and attornment agreement reasonably satisfactory to such mortgagee and TENANT and giving full force and effect to the provisions of this paragraph, provided that TENANT is not required to become obligated to pay the debt secured by such mortgage.

ARTICLE XI - CONDEMNATION

- 11.1 **Total Take.** If the whole of the Demised Premises or TENANT'S improvements should be taken by the exercise of the power of eminent domain by any public entity including CITY, then in such case this Lease shall terminate as of the date of vesting of title in the condemning authority.
- 11.2 **Partial Take.** If less than the whole of the Demised Premises should be taken in a condemnation proceeding, then this Lease shall terminate only as to that portion of the Demised Premises so taken as of the date of the vesting in the condemning authority of title to such portion, but this Lease shall remain in full force and effect with respect to that portion of the Demised Premises not so taken, provided that CITY and TENANT determine that the remainder of the Demised Premises may be feasibly used for the purposes contemplated by this Lease. The rent and other charges payable by TENANT to CITY hereunder shall be abated and reduced in a ratio which the diminution, if any, in the total ground area of the Demised Premises, following such condemnation proceeding, shall bear to the total ground area of the Demised Premises at the time of such condemnation proceeding.
- 11.3 **Possession by Tenant.** Notwithstanding any termination of this Lease in whole or in part under Paragraphs 11.1 and 11.2 of this Article, TENANT may remain in possession of such portion of the Demised Premises as shall be so taken at the rent herein provided, until the condemning authority shall require TENANT to surrender such possession. Any rent or charge in the nature of rent which TENANT is required to pay to the condemning authority in consideration of such remaining in possession shall be paid by TENANT and shall reduce pro tanto the obligation of TENANT to payment hereunder.
- 11.4 **Condemnation Award.** In the event of the termination of this Lease by a total or partial taking or the continuation of this lease after a partial taking, the proceeds of such condemnation award shall be divided between the improvements and land in proportion to the damage to each, and the portion attributable to damages to the improvements shall be applied first to the repayment of indebtedness incurred by TENANT for the construction of the improvements (including any interest accrued thereon). In the case of a partial taking where the lease continues, only such portion of the indebtedness as is proportionate to the partial taking shall be entitled to repayment from the award. If the lease continues after a partial taking, TENANT shall be entitled to the remainder of the portion of the award attributable to the improvements, and CITY shall receive only the portion of the award attributable to the FACILITY. If the lease does not continue after a total or partial taking, CITY shall receive the portion of the award attributable to the FACILITY and the remainder of the portion of the award attributable to the improvements, if any, after discharge of the aforementioned indebtedness.

ARTICLE XII - GENERAL PROVISIONS

- 12.1 **Right of Inspection.** CITY shall have the right, subject to the restrictions set forth in this section, at all reasonable times during the Original Term of this Lease and any Renewal thereof after reasonable notice to TENANT to enter upon the Demised Premises for the following purposes:
- A. To inspect the Demised Premises and all buildings and improvements thereon;
 - B. To effect compliance with any law, order or regulation of any lawful authority;
 - C. To make or supervise major repairs, alterations or additions; (This sub-paragraph shall not be interpreted to impose any duty upon CITY to make or supervise any such major repairs, alterations or additions);
 - D. To exhibit the Demised Premises to prospective tenants, purchasers or other persons after receipt from TENANT of TENANT'S intent not to renew this Lease; or at any time during the six month period prior to the date of expiration of the last renewal term of this Lease; and
 - E. After receipt of TENANT'S notice not to renew this Lease, CITY may place upon the Demised Premises signs indicating that it is available for rent in such form as shall be deemed suitable by CITY, which signs TENANT shall permit to remain thereon without molestation. No authorized entry by CITY shall constitute an eviction of TENANT or a deprivation of TENANT'S

rights, alter the obligation of TENANT, or create any right in TENANT adverse to CITY'S interests hereunder. Notwithstanding anything to the contrary herein, TENANT has informed CITY that TENANT is bound to its customers, which include national defense contractors and governmental entities, to keep certain aspects of its operations strictly confidential. Accordingly, CITY's inspection rights under this Section and any other provisions of this Lease may only be exercised (i) upon prior advance written notice to TENANT, and (ii) with an authorized representative of TENANT present for such inspection.

- 12.2 **Redelivery of Premises**. TENANT shall pay the rent and all other sums required to be paid by TENANT hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed, and, at the expiration or sooner termination of this Lease, peaceably and quietly quit and surrender to CITY the premises in good order and condition subject to reasonable wear and tear and the other provisions of this Lease. In the event of the non-performance by TENANT of any of the covenants of TENANT undertaken herein after expiration of all cure periods, this Lease may be terminated as herein provided.
- 12.3 **Remedies Cumulative**. All remedies hereinbefore and hereafter conferred on CITY shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.
- 12.4 **Parties Bound**. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
- 12.5 **"TENANT" AND "CITY"**. As used in this Lease the term "TENANT" means TENANT and the successors and assigns of TENANT; and the term "CITY" means CITY and the successors and assigns of CITY.
- 12.6 **Waiving**. Failure of CITY to insist on performance of any of the terms of this Lease shall not be construed as a waiver of such terms and the same shall remain in full force and effect for the Lease Term and any renewal thereof.
- 12.7 **Acts of God**. Except as otherwise provided herein, neither CITY nor TENANT shall be liable for delays or defaults in the performance of this Lease due to Acts of God or the public enemy, riots, strikes, floods, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond the control and without the fault or negligence of either party.
- 12.8 **Whole Contract**. This document contains the entire agreement between the parties and cannot be amended orally, but only by an instrument in writing signed by both parties.
- 12.9 **Notice**. Any notice, invoice or communication provided herein, shall be in writing and considered completed and received twenty-four (24) hours after said notice, invoice or communication is deposited in the United States mail by certified mail, return receipt requested, addressed to TENANT, at 800 Airport Road, Hutchinson, KS 67501 and to City of Hutchinson, c/o Airport Manager, Hutchinson Regional Airport, 1100 North Airport Road, Hutchinson, KS 67501, with a copy to City of Hutchinson, c/o City Clerk, P.O. Box 1567, Hutchinson, KS 67504-1567. In the alternative, notice may be personally delivered to the Chief Executive Officer of TENANT or the Airport Manager of CITY respectively.
- 12.10 **Indemnification Against All Claims**. TENANT shall indemnify, defend and hold harmless CITY against any and all claims, damages, suits, and causes of action for damages arising after the commencement of the term hereof and against any order, decrees and judgments which may be entered thereon, brought for damages or alleged damages resulting from any injury or alleged injury to person or property or for loss of life alleged to have been sustained in or about the Demised Premises whenever any said alleged liability arises because of any action or inaction of TENANT, their agents, contractors or subcontractors. TENANT'S indemnification obligations shall include but not be limited to payment of all CITY'S reasonable attorney fees, consultant fees, and expert

fees involved in defending such claims, damages, suits and causes of action. TENANT'S indemnification of CITY shall not be limited or restricted by the provisions of Article VII of this Lease. However, TENANT shall not indemnify and hold harmless CITY from any claims or damages arising out of the willful conduct or omission of CITY or its agents.

- 12.11 **Time of Essence.** Time is expressly declared to be of the essence of this lease, and of each and every covenant, term, condition and provision hereof.
- 12.12 **Venue.** In the event that any actions or proceedings are initiated with respect to this Lease, TENANT and CITY agree that the venue thereof shall be in the District Court of Reno County, Kansas, and that this Lease shall be interpreted and governed by the laws of the State of Kansas.
- 12.13 **Severability.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 12.14 **Withholding Required Approvals.** Whenever the approval of CITY or TENANT is required herein, no such approval shall be unreasonably requested or withheld.
- 12.15 **No Partnership.** Nothing contained in this Lease shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between CITY and TENANT other than the relationship of LESSOR and LESSEE.
- 12.16 **Compliance with Laws.** The design of any facility (building or restroom facility) shall comply with the "Americans with Disabilities Act of 1990 Accessibility Guidelines," as amended, unless variances are received. It shall be the responsibility of TENANT to warrant that all goods, services and/or work procured and/or performed under this lease shall conform to and/or be performed in compliance with all applicable federal, state and local statutes, ordinances and codes including but not limited to the Americans with Disabilities Act of 1990, as amended local building, plumbing, mechanical and electrical codes. TENANT shall have the right to contest by appropriate legal proceedings in the name of TENANT or CITY, or both, without cost or expense to CITY, the validity or application of any law, ordinance, rule or requirement referred to above and CITY agrees to cooperate with TENANT and will execute and deliver any appropriate papers which may be necessary and proper to permit TENANT to contest the validity or application of any such law, ordinance, order, rule or requirement. Failure to comply in any manner with applicable statute, ordinances or codes shall result in said TENANT replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said statutes, ordinances, and codes together with any costs associated with collection of said damages. Additionally, CITY may, at its option cancel this contract in the event TENANT fails to comply with all applicable provisions of the law, after notice of default is given and such default persists after expiration of all cure periods in accordance with Article XIII. These remedies shall be in addition to any other remedies available in law or in equity.
- 12.17 **Memorandum of Lease.** TENANT shall be entitled to record a memorandum or short form of this Lease in the Reno County Register of Deeds, at TENANT'S cost, and CITY shall execute and acknowledge same within ten (10) days after TENANT'S request therefore.
- 12.18 **Good Faith.** In the event that TENANT fails to operate its business under this Lease after a reasonable time at a benefit to both parties, fails to operate all portions of its business in good faith and with its best efforts, or fails to provide satisfactory services at reasonable and competitive prices to the public, the CITY may exercise its privilege of terminating this Lease in accordance with Article XIII.
- 12.19 **Environmental Regulations.**
- A. TENANT agrees to the following environmental regulations:

1. *Use and Storage of Hazardous Materials.* TENANT shall not cause or permit any Hazardous Materials, as defined in Paragraph 5 below, to be stored or used on or about the premises by TENANT, its agents or employees, except as may be lawfully permitted in connection with operation of a fixed base operation and related facilities.
2. *Compliance with Environmental Laws.* TENANT shall at all times and in all material respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the premises (collectively "Environmental Laws").
3. *Hazardous Materials Handling.* TENANT shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for TENANT's use of the premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the premises. Except for discharges into the sanitary sewer, TENANT shall cause any and all Hazardous Materials removed from the premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal, recycling, reuse or other lawful disposition. TENANT shall in all respects handle, treat and manage any and all Hazardous Materials on or about the premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials.

Upon the expiration or earlier termination of the term of the lease, TENANT shall cause all Hazardous Materials to be removed from the premises and to be transported for use, storage, or disposal in accordance and compliance with all applicable Environmental Laws; provided, however, that TENANT shall not take any remedial action in response to the presence of any Hazardous Materials in or about the premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous materials in any way connected with the premises without first notifying CITY of TENANT's intention to do so and affording CITY ample opportunity to appear, intervene, or otherwise appropriately assert and protect CITY's interest with respect thereto. The foregoing notwithstanding, Tenant shall have the right to take emergency response action in accordance with Environmental Laws in the event of a release or threat of a release of Hazardous Material, provided CITY is given written notice of such action as soon as is reasonably practicable.

4. *Notices.* If at any time TENANT shall become aware, or has reasonable cause to believe, that any Hazardous Material has come to be located on or about the premises in violation or potential violation of Environmental Laws, TENANT shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide CITY with written notice of that condition. In addition, TENANT shall immediately notify CITY in writing immediately upon notice of, or receipt by TENANT of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (ii) any claim made or threatened by any person against TENANT or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the premises, including any complaints, notices, warnings, or asserted violations in connection therewith. TENANT shall also supply to CITY as promptly as possible, and in any event within five (5) business days after TENANT first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the environmental condition of the premises or TENANT's acts or omissions with respect thereto. TENANT shall keep on file and upon written request, promptly deliver to CITY copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the premises.
5. *Definition of Hazardous Materials.* As used in this lease, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of

Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum or a petroleum distillate, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or (v) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.

- B. TENANT shall indemnify, defend and hold harmless CITY, its officer, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises) costs, or expenses (including reasonable attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the premises or any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by TENANT's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this lease. TENANT's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. TENANT's obligations under this paragraph shall survive the expiration or earlier termination of the term of the lease.
- C. Notwithstanding any provisions of this agreement to the contrary, but subject to the restrictions set forth in Section 12.1, CITY shall have the right to enter and inspect the premises, upon reasonable advance written notice and in a manner so as not to unreasonably interfere with the conduct of TENANT's business, to investigate the presence or potential presence of Hazardous Materials on the premises in violation of Environmental Laws. During such inspection, CITY shall have the right to visually inspect the premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. CITY shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the premises due to TENANT's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this lease, then TENANT shall fully reimburse CITY for such expense within (30) days of receiving CITY's written request for reimbursement.
- D. Notwithstanding any provision of this agreement to the contrary, CITY represents and warrants to TENANT that to the best of CITY's knowledge, the premises do not contain any hazardous materials as defined above which would require remedial work, investigation, monitoring or other action under the environmental laws as of the date of this agreement.

ARTICLE XIII - TERMINATION

- 13.1 **Default - TENANT.** If TENANT or any of its subtenants shall fail to perform, keep and observe any of the terms, covenants, conditions, or agreements herein contained on the part of TENANT or subtenant to be performed, kept and observed, including payment of rent or charges, TENANT shall be in default. CITY may give TENANT written notice (as provided in Paragraph 12.9 herein) to correct or cure such default which notice shall set forth in detail the facts alleged to constitute said default. If any such default shall continue for thirty (30) days after receipt of such notice by TENANT, CITY shall give TENANT written notice of termination which notice shall specify the date of termination which shall not be earlier than thirty (30) days after the receipt by TENANT of such written notice of termination.

After receipt of such written notice of termination by TENANT, TENANT shall have the further right to correct or cure any default specified by CITY within such thirty (30) day period. If such default is not corrected or cured prior to the termination date specified in such notice, this Lease shall then

terminate on such date as if it were the day herein definitely fixed for the end and expiration of this Lease and the term thereof. TENANT shall not be deemed to be in default, if prior to the date specified in any notice it takes action to correct the specified default and in good faith diligently proceeds therewith to completion even though said default may not be fully corrected within the time specified in the notice. Notwithstanding anything herein to the contrary, if TENANT fails to pay rent or charges on the date said rent or charges are due, said failure shall constitute default. If said charges and rents, plus interest hereinafter specified, are not received within thirty (30) days after TENANT's receipt of notice from CITY stating that the rent and charges are delinquent, then CITY may terminate this Lease for said default.

- 13.2 **Remedies For Default.** In the event that CITY shall at any time terminate this Lease for any default, all title to TENANT'S improvements (but not TENANT's personal property) shall pass to CITY upon the date of termination of this Lease. Furthermore, in addition to any other remedy it may have, CITY may recover from TENANT all damages incurred by reason of such default, including, but not limited to the cost of recovering the Demised Premises and amount of rent and charges owed to CITY for the remainder of the Original Lease Term or any Renewal Lease Term if the said breach shall occur during a Renewal Lease Term, all of which amounts shall be immediately due and payable from TENANT to CITY.
- 13.3 **City's Right to Perform.** In the event that TENANT by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period of ten (10) days after written notice from CITY specifying the nature of the act or thing to be done or performed, then CITY may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if CITY shall so elect), and CITY shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to TENANT on account thereof, and TENANT shall repay to CITY on demand the entire reasonable expense thereof, including compensation to the agents and employees of CITY. Any act or thing done by CITY pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by TENANT, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of CITY, hereunder or otherwise. All amounts payable by TENANT to CITY under any of the provisions of this Lease, if not paid when the same become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of the prevailing prime interest rate plus one percent, compounded annually.
- 13.4 **Default - CITY.** Failure on the part of CITY to comply with the terms and provisions of this Lease shall constitute a default and shall authorize TENANT to terminate this Lease in addition to all other legal and equitable rights and remedies under the law, provided that CITY shall in no event be charged with default in the performance of any of its obligations hereunder unless and until CITY shall have failed to perform such obligations within sixty (60) days after written notice by TENANT to CITY properly specifying wherein CITY has failed to perform any such obligation; notwithstanding anything to the contrary contained herein, no default shall be declared under this paragraph so long as CITY takes reasonable action, (considering time of year, weather, availability of workmen, materials and the like) within the sixty (60) day period to remedy the default.
- 13.5 **Personal Property.** Upon termination of this Agreement, TENANT shall remove all personal property from the Demised Premise within thirty (30) days after said termination and restore the Demised Premise to its original condition. If TENANT fails to remove said personal property from Demised Premise, said property may thereafter be removed by CITY at TENANT's expense.
- 13.6 **Abandoned Personal Property.** Any personal property left on the Demised Premises shall, at the option of CITY, become the exclusive property of CITY, without liability for payment, if said personal property remains on the Demised Premises thirty (30) days after termination of this Lease for any reason.

ARTICLE XIV - CONFLICT OF INTEREST

- 14.1 **Conflict of Interest.** TENANT represents and warrants that no officer, employee, or agent of CITY has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from TENANT, or any of TENANT'S officers, employees or agents in connection with obtaining, arranging, or negotiation of this lease or other documents or agreements entered into or executed in connection therewith.

ARTICLE XV - WAIVER OF LANDLORD LIEN

- 15.1 **Waiver of Landlord Lien.** CITY hereby waives any and all rights it may have, whether by statute or otherwise, to any lien, charge or attachment against any of TENANT'S personal property, whether as security for TENANT'S obligations under this Lease or for any other reason or purpose. It is agreed by the parties that any person who holds a security interest, or interest as a lessor other than the CITY, in any such property of TENANT shall have the right to enter onto the Demised Premises before any termination of the term of this Lease (or TENANT'S right to possession of the Demised Premises), for the purpose of removing any such property from the premises. CITY agrees that, within fifteen (15) days after receipt of a written request from TENANT, CITY will execute and deliver such statements or certificates as may be required by any person regarding the status of this Lease, and the parties' rights, and obligations herein, including, without limitation, an accurate statement as to the waiver contained in this Section.

ARTICLE XVI - CITY'S RESERVATIONS

- 16.1 **Improvement, Relocation or Removal of Structure.**
- A. CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the AIRPORT, including the right to remove or relocate any structure on the AIRPORT, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any buildings or other structure on the AIRPORT which, in the opinion of CITY, would limit the usefulness of the AIRPORT or constitute a hazard to aircraft.
 - B. In the event CITY requires the Leased Premises for expansion, improvements, development of the Airport, CITY reserves the right, on a six (6) months notice, to relocate or replace TENANT's improvements in substantially similar form at another generally comparable location on the Airport. In the event of such relocation or replacement, CITY agrees to reimburse LESSEE for costs incurred in moving its equipment and operations to a new location or building. Lost profits and other incidental damages shall not be included in this sum.
 - C. In the event the Hutchinson Regional Airport ceases to exist and all of the land presently constituting such Airport is no longer used for aviation purposes, this Lease shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing agreement in, Hutchinson, Reno County, Kansas, on this _____ day of _____, 20__.

CITY OF HUTCHINSON, KANSAS

Jade Piros de Carvalho, Mayor

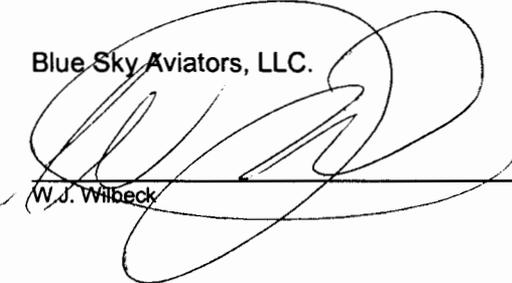
ATTEST:

Karen Weltmer, City Clerk

APPROVED AS TO FORM:

Paul W Brown, City Attorney

Blue Sky Aviators, LLC.



W.J. Wilbeck

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EXHIBIT A FACILITY DESCRIPTION

1. Description.

- Building 680 – A aircraft storage hangar totaling approximately 5,880 square feet

All Buildings located at Hutchinson Regional Airport, Hutchinson, Kansas south of the Main Terminal building, 1100 North Airport Rd.

EXHIBIT B
SCHEDULE OF RENT AND CHARGES

Rents, fees, and charges shall be as follows for the term of this lease:

B.1 Base Rent.

A. The base rent to be paid by LESSEE to LESSOR is calculated as \$ 1.13 annually per square foot within the Demised Premises, and it is agreed that there are 5,880 square feet within the Demised Premises.

B. Accordingly, the rent during the primary term of this Lease is \$ 6,644.40 annually, which shall be paid in monthly payments of \$ 553.70, payable in advance, on the first day of each month until paid in full.

B.2 Rent Modification. Beginning _____ LESSEE shall pay \$ 0.00 per month for the first 12 months of lease. Year two (2) payments shall be 25% of total calculated lease rate detailed B.1, paragraph B, \$ 138.43. Year three (3) payments shall be 50% of total calculated lease rate detailed in B.1, paragraph B, \$ 276.85. Year four (4) payments shall be 75% of total calculated lease rate detailed in B.1, paragraph B, \$ 415.28. Year five (5) shall be at 100% of total lease payment calculated in B.1, paragraph B, \$ 553.70.

B.3 Conditions of Modification.

At any time during the initial five (5) year term of this lease or subsequent extensions, if LESSEE is not able to fulfill (or be shown to be working towards) or does not complete \$6,644.40 worth of improvements, (proportional to the current lease abatement year) to the facility, lease amount will increase to the full rent amount retroactively in B.1, paragraph B, \$ 6,644.40 (or the difference of the improvements) for the remainder of the lease term. LESSEE will provide written report monthly (email) detailing progress of hangar improvements, including costs to the Airport Manager.

B.4 Additional Rent.

EXHIBIT C

FUEL FLOWAGE FEES

In addition to the foregoing payments, the LESSEE further understands and agrees that all aviation fuel purchased for use and benefit of LESSEE will be stored at fuel storage facilities located on the Airport property and all such purchases shall be made by LESSEE. In addition to the above enumerated rental charges, LESSEE agrees to pay LESSOR the following fuel flowage fees separate from any LESSEE charges by others for aviation fuel or aviation oil.

- A. Noncommercial General Aviation Operations shall be defined, for accounting purposes, as all aircraft not used in commercial activities.
- B. Fuel Flowage Fee is currently five cents (\$0.05) per gallon on all aviation fuel accepted and stored by LESSEE.

EXHIBIT D

OBLIGATION OF TENANT

Repair, Maintenance and Operation of Demised Premises.

1. TENANT has inspected and accepts the Demised Premises in its present condition and acknowledges that the Demised Premises, including any buildings, structures, improvements, and additions to be leasable without further modification.
2. TENANT shall maintain the Demised Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Demised Premises. TENANT shall repair all damages to the Demised Premises caused by its employees, patrons, or its operation thereon.
3. TENANT, at its sole expense, shall be responsible for the following items:
 - A. Janitorial services, providing janitorial supplies and window washing.
 - B. TENANT shall advise City and obtain City's consent in writing before making changes involving structural changes to building or premises, modifications or additions to plumbing, electrical or other utilities. To prevent the voiding of any roof warranties and to allow the City to maintain accurate records, any penetration of a roof or wall shall be considered a structural change.
 - C. TENANT is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by TENANT in the electrical loading which could impact any such capacity, written consent shall be obtained from the Airport Manager.
 - D. TENANT shall provide and maintain hand fire extinguishers for the interior of all buildings, shop parking and storage areas in accordance with applicable safety codes.
 - E. TENANT shall maintain and replace all landscaping and grounds as originally approved and installed.

Trash, Garbage, Etc. TENANT shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. TENANT shall provide and use suitable covered receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Demised Premises, shall not be permitted.

Airport Security. TENANT recognizes CITY's required compliance with Federal Air Regulations concerning airport security and agrees to comply with CITY's directives concerning airport security in relation to its use of the FACILITY. TENANT further agrees to maintain the Demised Premises and provide adequate security measures to ensure compliance with Federal Air Regulations.

EXHIBIT E

OBLIGATION OF CITY

Repair and Maintenance of Demised Premises.

1. CITY, at its sole expense, shall be responsible for and perform certain maintenance, including but not limited to:
 - A. City shall maintain and re-lamp all lights in and adjacent to the Facility and on the Demised Premises.
 - B. Cleaning of stoppages in plumbing fixtures and drain lines connected to the Facility.
 - C. City shall maintain and replace all glass in the Facility.
 - D. Maintenance of all building and overhead doors and door operating systems, including weather stripping and glass replacement.
 - E. Provide all exterior maintenance to the Facility, including exterior painting.
 - F. Provide all repairs and routine maintenance of heating and air conditioning systems, ventilating systems, electrical systems, plumbing systems, structure, structural components, roof, hangar doors, floor covering, and aircraft and automobile parking areas adjacent to the hangar.
2. **Improvements**. CITY shall not be obligated to make improvements to any aforementioned system unless it is to bring the system into compliance with any state or federal code.

COUNCIL COMMUNICATION	
FOR MEETING OF	2/16/2016
AGENDA ITEM	7F
FOR ACTION	X
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager

FROM: Paul W. Brown, City Attorney *PWB*

DATE: February 11, 2016

RE: Authority for filing of civil lawsuit pursuant to Hutchinson City Council Policy 11

BACKGROUND:

Hutchinson City Council Policy No. 11 requires the prior consent of the City Council before a civil lawsuit is commenced on behalf of the City except in limited circumstances. A copy of said policy is attached to this Memorandum.

In October, 2015, the International Association of Firefighters, Local 179 filed a complaint with the Public Employee Relations Board against the City of Hutchinson. The procedures of the Public Employee Relations Board do not provide for the filing of counterclaims or counter-petitions in responding to an original complaint. In order to effectively represent the interests of the City, a complaint needs to be filed on behalf of the City of Hutchinson with the Kansas Employee Relations Board. The City Attorney specifically seeks council authority to file such a complaint.

RECOMMENDATION:

Motion to approve the filing of a civil action by the Hutchinson City Attorney regarding issues before the Public Employee Relations Board; and authorize the Mayor to sign all relevant documents.

PWB:lso

HUTCHINSON CITY COUNCIL POLICY - 11

SUBJECT: FILING OF CIVIL LAWSUITS ON BEHALF OF THE CITY

DATE: November 10, 1992
Revised: August 31, 2001

POLICY: It is the policy of the Hutchinson City Council that no civil lawsuit should be commenced on behalf of the City without the prior consent of the City Council, except that the following categories of cases may be filed with the consent of the City Manager, or designated representative in the absence of the Manager:

1. Cases within the statutory definition of a small claim;
2. Cases in which a delay may endanger the life or health of any person;
3. Cases in which a delay may cause the loss of a remedy;
4. When an ordinance requires that a lawsuit be filed; or
5. When a written contract requires the City to file a lawsuit.