

*AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – HUTCHINSON, KANSAS
JANUARY 19, 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 January 5, 2016 City Council meeting.
b. Approval of City's Consent and Agreement to Assignment of Development Agreement by RockStep Hutchinson, LLC.
c. Approval of 2015 Planning & Development Annual Report.
d. Approval of Purchase Agreement for People Choice Sculpture – Precious Cargo.
e. Approval of Facility Lease Agreement with Advanced Health Insurance Solutions (formerly B&L Management).
f. Approval of Westar Easement Request.
g. Approval of Memorandum of Understanding between the City and Unified School District No. 308 for the School Resource Officer Program.
h. Approval of appropriation ordinance in the amount of \$1,516,043.95.

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 **Resolution conveying properties back to Goodwill Industries of Kansas, Inc.**

Action – Motion to **approve** Resolution to convey properties back to Goodwill Industries of Kansas, Inc.; and authorize the Mayor to sign the Resolution and other necessary documents.

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

7. NEW BUSINESS

- a. Consider **closure of City owned ATV access point in South Hutchinson.**

Action – Motion to **close** the access point across the City owned levee to the ATV riding area at 6th and Elm Street in South Hutchinson, Kansas.

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

- b. Consider **Request for Conditional Use Permit for Hutchinson Sports Arena.**

Action – Motion to **accept and approve/amend and approve/override and deny by at least a majority vote of 4 of the 5 Council members/return to the Planning Commission** the recommendation of the Planning Commission to approve the conditional use permit for an expansion of the Hutchinson Sports Arena at 700 East 11th Avenue, pursuant to the facts and conditions as presented.

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

- c. Consider **Rental Registration and Inspection Program Amendments.**

Action – Motion to direct staff to **proceed/not proceed** with proposed amendments to Chapter 21-1103 of the City of Hutchinson Municipal Code pertaining to the Rental Registration and Inspection Program, as requested by Investment Resources Corporation.

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

d. Consider **2015 Annual Report for the Hutchinson Land Bank.**

Action – Motion to **accept and approve/amend and approve/return to the Land Bank Board of Trustees** the recommendation of the Land Bank Board of Trustees to accept the 2015 Annual Report of the Hutchinson Land Bank.

Motion _____ Second _____
Dechant _____ Inskeep _____ Daveline _____ Soldner _____ Piro de Carvalho _____

e. Consider **Report of Bid Opening for Raw Waterline Extension.**

Action – Motion to **approve/not approve** awarding the project to Middlecreek Corporation in the amount of \$576,591.00, subject to compliance with all legal requirements; and authorize the Mayor to sign the contract.

Motion _____ Second _____
Dechant _____ Inskeep _____ Daveline _____ Soldner _____ Piro de Carvalho _____

f. Discussion of **City Seal.**

8. REPORT OF CITY OFFICIALS

a. Council

b. City Manager

- Report on traffic counts

9. ADJOURNMENT

Motion _____ Second _____
Dechant _____ Inskeep _____ Daveline _____ Soldner _____ Piro de Carvalho _____

COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	5a
FOR ACTION	✓
INFORMATION ONLY	

CITY OF
HUTCHINSON

MINUTES
CITY COUNCIL MEETING
COUNCIL CHAMBERS - HUTCHINSON, KANSAS
JANUARY 5, 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, January 5, 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 Darryl Peterson of Grace Christian Church.

4. Petitions, Remonstrances, and Communications: None.

5. Consent Agenda

- a. Approval of Minutes of December 15, 2015 City Council meeting.
- b. Approval of appointment to the Hutchinson Planning Commission of Darryl Peterson, 805 East Avenue B, to fill the expired term of Rod Weinmeister for a first three-year term beginning 12/31/2015 to 12/31/2018.
- c. Approval of contract with Patricia Vader for sculptures titled "Radiance" and "Stay" for SculptureWalk.
- d. Approval of contract with Mary Angers for sculptures titled "Sun to Moon Rotation" and "The Single Twist" for SculptureWalk.
- e. Approval of contract with Rollin Karg for sculpture titled "Mongo" for SculptureWalk.
- f. Approval of contract with Gregory Johnson for sculpture titled "Threshold" for SculptureWalk.
- g. Approval of appropriation ordinance in the amount of \$1,360,334.21.

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

6. Public Hearing

- a. Public hearing to consider Request for Public Alley Vacation.

Motion by Councilmember Daveline, second by Councilmember Soldner, to open public hearing. The motion passed unanimously.

Jeff Peterson, Senior Civil Engineer, spoke. Mr. Peterson said all of the responses received have approved of the vacation.

Motion by Councilmember Daveline, second by Councilmember Dechant, to close the public hearing. The motion passed unanimously.

Motion by Councilmember Soldner, second by Councilmember Inskeep, to approve vacation of the East 170 feet of the 20 foot wide alley with the condition that the City retains a utility easement over the entire vacated alley, based upon positive responses from utilities and City Departments as presented; and authorize the Mayor to sign. The motion passed unanimously.

b. Public hearing to consider Request for Public Street Vacation of Obee Plaza.

Motion by Councilmember Soldner, second by Councilmember Dechant, to open the public hearing. The motion passed unanimously.

Jeff Peterson, Senior Civil Engineer, spoke. The Mayor asked if any comments had been received by the school district. Mr. Peterson said there were not, but since the school district was not an abutting property owner, they were not formally notified. Discussion ensued regarding traffic flow, public safety, curb cuts, etc. The City Manager said parking has been the most contentious issue. The Mayor said she wishes the City would have reached out to the school districts, etc. Mr. Deardoff said there were several meetings; and USD 308 was involved. He said they had an opportunity to discuss any issues. Additional discussion ensued.

Motion by Councilmember Daveline, second by Councilmember Inskeep, to close the public hearing. The motion passed unanimously.

Motion by Councilmember Daveline, second by Councilmember Soldner, to approve the vacation of Obee Plaza with the condition that permanent public easements be developed at a later date, based upon the responses from utilities and City Departments as noted; and authorize the Mayor to sign. The motion passed unanimously.

c. Public hearing to consider Request for Public Street Vacation of Sesher Plaza.

Motion by Councilmember Dechant, second by Councilmember Soldner, to open the public hearing. The motion passed unanimously.

Jeff Peterson, Senior Civil Engineer, spoke.

Motion by Councilmember Inskeep, second by Councilmember Dechant, to close the public hearing. The motion passed unanimously.

Motion by Councilmember Dechant, second by Councilmember Soldner, to approve the vacation of Sesher Plaza with the condition that permanent public easements be developed at a later date, based upon the responses from utilities and City Departments as noted; and authorize the Mayor to sign. The motion passed unanimously.

- d. Public hearing to consider Fiscal Year 2016 budget amendments.

Motion by Councilmember Soldner, second by Councilmember Inskeep, to open the public hearing. The motion passed unanimously.

Frank Edwards, Director of Finance, spoke. Mr. Edwards explained that in transferring the data several formulas were corrupted or deleted, so it was necessary to republish the budget. He said it was simply a technicality; and there is no impact on revenue. Discussion ensued.

Motion by Councilmember Inskeep, second by Councilmember Dechant, to close the public hearing. The motion passed unanimously.

Motion by Councilmember Daveline, second by Councilmember Dechant, to approve amendments to the adopted 2016 budgets as presented, to include the funds that were omitted from the initial filing with the State. The motion passed unanimously.

7. Ordinances and Resolutions

- a. Consider Resolution appropriating funds to pay payrolls and claims for 2016. Frank Edwards, Finance Director, spoke.

Motion by Councilmember Soldner, second by Councilmember Dechant, to approve Resolution 2016 R 1 providing for the appropriation, by fund, of the budget of the City of Hutchinson for the year beginning January 1, 2016; and appropriating money from the various funds to pay payrolls and claims against the City of Hutchinson for the calendar year 2016; and authorize the Mayor to sign. The motion passed unanimously.

- b. Consider Resolution for 2015 GAAP waiver. Frank Edwards, Finance Director, spoke. Discussion ensued.

Motion by Councilmember Inskeep, second by Councilmember Daveline, to approve Resolution 2016 R 2 waiving the requirements of K.S.A. 75-1120a(a), to request a waiver of the same from the Director of Accounts and Reports; and authorize the Mayor to sign the Resolution. The motion passed unanimously.

- c. Consider Resolution authorizing sale of General Obligation Bonds for Hutchinson Sports Arena project. Frank Edwards, Finance Director, spoke. Discussion ensued.

Motion by Councilmember Daveline, second by Councilmember Soldner, to approve Resolution 2016 R 3 authorizing the public sale of approximately \$26,854,000.00 principal amount of General Obligation Bonds, Series 2016-A, of the City of Hutchinson, Kansas; and authorize the Mayor to sign the Resolution. The motion passed unanimously.

8. New Business

a. Consider agreement with Nunn's Construction for Fire Station #3. Kim Forbes, Fire Chief, spoke.

Motion by Councilmember Inskeep, second by Councilmember Dechant, to approve awarding the construction project to Nunn's Construction for \$1,156,825.00; and authorize the Mayor to sign the agreement. The motion passed unanimously.

b. Consider 2016 Historic Preservation Action Plan. Jana McCarron, Director of Planning & Development, spoke. Ms. McCarron said the Landmarks Commission will be looking at reducing the size of the Houston Whiteside district; and will make application to the State for that purpose. She said the Landmarks Commission will also be working toward educating realtors and existing residents about the historic district requirements. Ms. McCarron said they also want to raise citizen awareness about historic properties; and may look at establishing fines for working without permits. Discussion ensued.

Councilmember Dechant said with regard to distributing brochures to residents, he would like to see this done at least tri-annually as people tend to forget; and this would keep it at the forefront. The Mayor asked if the motion would need to be amended; and Ms. McCarron indicated it would.

Motion by Councilmember Dechant, second by Councilmember Inskeep, to accept and approve the recommendation of the Landmarks Commission to approve the 2016 Historic Preservation Action Plan; and to distribute brochures to district residents on a bi-annual basis. The motion passed unanimously.

c. Consider year end report on Fun Valley/Hobart Detter and Salt City Splash. Karen Neal, commissioner for the Hutchinson Recreation Commission, spoke. She thanked the City for the great working relationship between the two entities.

Tony Finlay, Executive Director of the Hutchinson Recreation Commission, spoke. Mr. Finlay said Justin Combs and Ryan Haugsness were great to work with; and said Mark Trent and Randy Carter with Hutch Rec did a great job of putting everything together. Mr. Finlay said he wanted to bring more teams back to Hutchinson; and was able to do that by offering lower prices and more games. He said they also wanted to focus more on the family; and said wi-fi was added to Fun Valley, as well as Direct TV in the upper deck. Mr. Finlay said they had 26 teams in the Valley opener; and concluded

the season with 50 teams. In 2016, tournaments are scheduled from April 2 to October 23. Discussion ensued regarding subsidies, revenue projections, economic impact, etc.

Mr. Finlay also spoke about the Salt City Splash, saying the City and Rec Commission are partnering on a new aquatics program, with over \$400,000.00 being allocated. The Mayor asked about the decline in revenue and attendance over the last decade. Mr. Finlay said there is not a simple answer. He said one problem is the location. He also said Salt City Splash was a regional draw for approximately two years, then other cities began putting in water parks. He said they are no longer a regional draw; and need to consistently upgrade or provide something new. Mr. Finlay said the location doesn't lend itself to being a neighborhood pool as it's hard to get on your bike to ride there. With regard to the condition of the pool, he said it is clean and functions well. Discussion ensued.

d. Consider agreement for design services for Orchard Park Phase IIIB. Justin Combs, Director of Parks and Facilities, spoke. Mr. Combs said this phase of design will include the outer loop walking trail, a sedimentation pond, several fishing docks around the pond, and a disc golf course. Councilmember Daveline asked about vandalism in the park. Mr. Combs said they have had some spray painting, but for the time being that has stopped. Discussion ensued regarding vandalism, lighting, cameras, additional phases to the park, etc.

Motion by Councilmember Dechant, second by Councilmember Daveline, to approve agreement for design services with Engineering Consultants for Orchard Park Phase IIIB for an amount not to exceed \$36,300.00; and authorize the Mayor to sign. The motion passed unanimously.

e. Consider 2016 employee wellness program. Tom Sanders, Director of Human Resources, spoke. Mr. Sanders said the participation rate in 2015 was 60% which was down from 62% in 2014. He said there is still a high level of participation; and the retention rate is approximately 80%. Mr. Sanders said there has been some positive direction in terms of tobacco use, nutrition, etc, but they have seen some negative movement in BMI, cholesterol, blood pressure, etc. Discussion ensued.

Motion by Councilmember Inskeep, second by Councilmember Dechant, to approve the proposed 2016 Wellness Program, authorize staff to exercise the third year of its three year service agreement with Viverae; and execute a one year service agreement with the Hutchinson Clinic for bio-metric screening services. The motion passed unanimously.

f. Consider 2016 compensation consultant recommendation. Tom Sanders, Director of Human Resources, spoke. Discussion ensued regarding attracting and retaining quality employees, job analysis, turnover, etc.

Motion by Councilmember Inskeep, second by Councilmember Soldner, to authorize staff to execute the proposed professional services contract with Fox Lawson/Gallagher Associates for compensation consulting services. The motion passed unanimously.

g. Consider legislative issues for 2016. John Deardoff, City Manager, spoke. Councilmember Dechant asked about City elections. He said elections need to be kept non-partisan; and suggested changing the wording as it needs to be stronger than “urges”. The City Manager said the wording could be changed to “strongly opposes” to which Councilmember Dechant agreed.

Motion by Councilmember Dechant, second by Councilmember Inskeep, to accept the legislative Issues for 2016 for the City of Hutchinson, with the amendment changing the word “urges” to “strongly opposes”. The motion passed unanimously.

h. Consider City Manager contract for 2016. Paul Brown, City Attorney, spoke. Discussion ensued.

Motion by Councilmember Soldner, second by Councilmember Dechant, to approve to the proposed contract for the City Manager for 2016; and authorize the Mayor to sign. The motion passed unanimously.

9. Report of City Officials

a. Council

- Councilmember Daveline had no comments.
- Councilmember Inskeep said he wanted to follow up on looking at the traffic control issue by Kuhn Krause. The City Manager said the Engineering Department has looked at the issue; and a report will be completed. He said at this time it would not meet any warrant for a stop sign. Councilmember Inskeep said he had been contacted by a property owner who had concerns about stormwater in the 400 block of West Avenue F. Staff will look into this matter. He also asked Jana McCarron about the rental inspection program. Ms. McCarron said as of Monday there were 808 properties registered; and that has exceeded the number of exemptions. The deadline for registration is March 31; and another invoice will be going out to those that have not paid their fees.
- Councilmember Dechant had no comments.
- Councilmember Soldner said they had a very productive retreat/goal setting session.

- Mayor Piros de Carvalho said she hoped everyone had voted for a new City seal; and asked if this should be put on the next agenda. Adam Stewart of the Hutchinson News said the Facebook survey had just shy of 800 votes, with the current seal getting the fewest votes. He said the results of the survey would be given to the Mayor this week. The Mayor said they would try to make a decision at the next meeting. Discussion ensued.

b. City Manager

The City Manager said the State of the City address is scheduled for 7:00 a.m. on Tuesday, January 19, 2016, at the Atrium. He also said the stormwater utility went into effect; and they may be getting calls about this matter. Mr. Deardoff said he had received one call about gravel areas; and under the stormwater utility this is an impervious area just like asphalt. Jeff Peterson, Senior Civil Engineer, also spoke on the matter. Discussion ensued.

10. Executive Session

a. Motion by Councilmember Dechant, second by Councilmember Inskeep, to recess into executive session for the purpose of discussing personnel matters of non-elected personnel until 12:00 p.m. at which time no binding action shall be taken. The motion passed unanimously.

11. Adjournment

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

COUNCIL COMMUNICATION	
FOR MEETING OF	1/19/2016
AGENDA ITEM	5b
FOR ACTION	X
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager

FROM: Paul W. Brown, City Attorney 

DATE: January 13, 2016

RE: City's Consent and Agreement to Assignment of
Development Agreement by RockStep Hutchinson, LLC

BACKGROUND:

The City of Hutchinson entered into a Development Agreement with RockStep Hutchinson, LLC on March 17, 2015. The Development Agreement provided economic and tax benefits for the development of the Hutchinson Mall by RockStep Hutchinson, LLC. The March 17, 2015 Development Agreement provided further that these same benefits may be assigned for financing purposes to secure indebtedness of the developer to finance the project or property owned by the developer.

RockStep Hutchinson, LLC, has entered into an Assignment of Development Agreement with First National Bank of Hutchinson, dated January 5, 2016. Both RockStep Hutchinson, LLC and First National Bank of Hutchinson have requested that the City of Hutchinson approve the document attached hereto titled, CITY'S CONSENT AND AGREEMENT, to the Assignment of Development Agreement also attached hereto and dated January 5, 2016. Although RockStep Hutchinson, LLC, is not required to obtain prior written approval of the City for this purpose, approval of the attached City's Consent and Agreement will facilitate RockStep Hutchinson, LLC's ability to obtain financing and close the transaction.

RECOMMENDATION:

Motion to approve the document titled CITY'S CONSENT AND AGREEMENT to the Assignment of Development Agreement dated January 5, 2016 between RockStep Hutchinson, LLC and First National Bank of Hutchinson; and authorize the Mayor to sign.

PWB:lso

CITY'S CONSENT AND AGREEMENT

The undersigned, City of Hutchinson, a municipal corporation organized under Kansas law (the "City") entered into that certain Development Agreement dated as of March 17, 2015 (the "Agreement") which is the Agreement referred to in that certain Assignment of Development Agreement dated as of January 5, 2016 between ROCKSTEP HUTCHINSON, LLC ("Assignor") and FIRST NATIONAL BANK OF HUTCHINSON ("Assignee") a copy of which has been received by the undersigned (the "Assignment"). The undersigned certifies that the Agreement is in full force and effect and that neither the undersigned nor the Assignor is in default thereunder, nor do circumstances exist which, with notice, or the passage of time, or both, would constitute a default by either party thereunder.

The undersigned hereby consents to the Assignment and agrees that, upon receipt of notice from Assignee, or its successors or assigns, that an Event of Default has occurred under the Assignment, it shall perform all of its obligations, covenants, conditions and agreements under the Agreement for the benefit of Assignee and/or its successors and assigns, so long as, Assignee performs the duties and obligations of the Assignor under the Agreement from and after the date of such notice. The undersigned acknowledges that the Assignment shall not, in the absence of such notice from Assignee, or its successors or assigns, be deemed to impose any liability or obligation upon Assignee, or its successors or assigns.

The undersigned agrees that no modifications to the Agreement shall be made without Assignee's consent, which consent shall not be unreasonably withheld.

For purposes of the Assignment, all notices, demands or documents which are required or permitted to be given or served upon the parties shall be deemed to have been properly given if hand delivered or, if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

The City:

Mayor
City Hall
125 East Avenue B
Hutchinson, Kansas 67501

With a copy to:

City Attorney
City Hall
125 East Avenue B
Hutchinson, Kansas 67501

Assignee:

First National Bank of Hutchinson
One North Main
P.O. Box 913
Hutchinson, Kansas 67504-0913
Attn: Commercial Loan Department

With a copy to:

Kennedy Berkley Yarnevich & Williamson, Chartered
119 W. Iron Ave.
P.O. Box 2567
Salina, Kansas 67402-2567
Attn: James R. Angell

The undersigned also agrees that in the event of a breach by Assignor of any of the terms and conditions of the Agreement, the undersigned shall give Assignee written notice of such breach and the opportunity to remedy or cure such breach within thirty (30) days after the expiration of any cure period given to Assignor under the Agreement, except that the undersigned agrees that no default shall be deemed to have occurred if curing such default cannot by its nature be accomplished in such thirty (30) day period so long as Assignee shall have commenced curing the same within such thirty (30) day period and thereafter shall diligently and continuously prosecute the same to completion.

The provisions set forth in this Consent shall be binding upon the undersigned and its successors and assigns and shall inure to the benefit of Assignee and its respective successors and assigns.

CITY:

CITY OF HUTCHINSON, KANSAS

By: _____

Jade Piros de Carvalho, Mayor

ATTEST:

By: _____

Karen Weltmer, City Clerk

STATE OF KANSAS)
) SS.
COUNTY OF RENO)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a notary public in and for said County and State, came Jade Piros de Carvalho and Karen Weltmer, Mayor and City Clerk, respectively, of the CITY OF HUTCHINSON, KANSAS, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with authority of said city, and such persons duly acknowledged the execution of the same to be the free act and deed of said city.

Notary Public

My commission expires:

ASSIGNEE OF RECORD:

FIRST NATIONAL BANK OF HUTCHINSON
One North Main
P.O. Box 913
Hutchinson, Kansas 67504-0913
Attn: Commercial Loan Department

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT ("Assignment"), dated effective as of January 5, 2016, is made by and between ROCKSTEP HUTCHINSON, LLC, a Texas limited liability company ("Assignor"), FIRST NATIONAL BANK OF HUTCHINSON, a national banking association ("Assignee").

WITNESSETH:

WHEREAS, Assignor and the City of Hutchinson, a municipal corporation organized under Kansas law (the "City") have entered into a certain Development Agreement dated as of March 17, 2015 (the "Agreement"), whereby Assignor is undertaking the Project in return for certain reimbursement of Project Costs (as such terms is defined in the Agreement) payable by the City.

WHEREAS, in connection with the Project, Assignor and Assignee have executed that certain Construction and Term Loan Agreement of even date herewith (as the same may from time to time be amended, modified, restated, extended or substituted, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Assignee has agreed to make a Loan to Assignor (the "Loan") in the maximum principal amount of EIGHT MILLION and NO/100 DOLLARS (\$8,000,000.00) upon the terms and conditions contained in the Loan Agreement;

WHEREAS, as evidence of the indebtedness incurred under the Loan Agreement, Assignor has executed and delivered to Assignee that certain Promissory Note of even date herewith, payable to Assignee in the principal amount of the Loan (as the same may from time to time be amended, modified, restated, extended or substituted the "Note"), payment of which is secured by that certain first mortgage, assignment of leases and rents, security agreement and fixture filing of even date herewith (as the same may from time to time be amended, modified, restated, extended or substituted, the "Mortgage") from Assignor covering the "Real Property" (as defined in the Mortgage), as well as by other security (collectively, the "Property"); and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the performance by Assignee of its obligations under the Loan Agreement.

NOW, THEREFORE, in consideration of the making of the Loan by Assignee and to secure the indebtedness evidenced by the Note and the performance and observance of all obligations, covenants and conditions in the Note, the Mortgage and other "Loan Documents" (as such term is defined in the Loan Agreement) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER UNTO ASSIGNEE all the right, title and interest of Assignor to the Agreement, TO HAVE AND TO HOLD THE SAME UNTO ASSIGNEE, its successors and assigns, to secure the payment of all sums, including, without limitation, the payment of principal and interest now or at any time due Assignee under the Note, the Loan Agreement or the other Loan Documents and any extensions, modifications, amendments and

renewals thereof, and the performance and discharge of the obligations, covenants, conditions and agreements of Assignor contained herein and in the Note, the Loan Agreement and the other Loan Documents and any extensions, modifications, amendments and renewals thereof.

2. Covenants of Assignor. Assignor hereby agrees as follows:

A. Performance. Assignor shall abide by, perform and discharge each and every material obligation, covenant, condition and agreement of the Agreement to be performed by Assignor.

B. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder: (i) a material breach by Assignor of any covenant, condition, agreement, representation or warranty in this Assignment, which continues uncured beyond the applicable notice and opportunity to cure period set forth in the Loan Agreement; or (ii) the occurrence of an "Event of Default" as defined in the Loan Agreement or any of the other Loan Documents.

C. Remedies. Upon the occurrence of any Event of Default hereunder, Assignee shall have the right (but not the obligation), without notice to or demand on Assignor: (i) to declare all sums evidenced or secured by the Loan Documents, and hereby, immediately due and payable, (ii) to exercise any and all rights and remedies provided under the Loan Documents or hereunder, including, but not limited to acceleration of all sums due under the Note, as well as such remedies as may be available at law or in equity, and (iii) to correct any such default in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, the right (but not the obligation) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right (but not the obligation) to perform and discharge each and every obligation, covenant, condition and agreement of Assignor under the Agreement, and, in exercising any such powers, to pay necessary costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees and expenses. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Agreement, or by reason of this Assignment.

D. Enforcement of Agreement. At any time after the occurrence of an Event of Default, Assignee may, at its option, without notice to Assignor, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court at any time hereafter, enforce for its own benefit the Agreement. The exercise of any rights under this Assignment shall not be deemed to cure or waive any default under any of the Loan Documents, or waive, modify or affect any notice of default under any of the Loan Documents, or invalidate any act done pursuant to such notice.

E. Performance of the Agreement. Following an Event of Default, the City, upon written notice from Assignee of the occurrence of an Event of Default, shall be and is hereby authorized by Assignor to perform the Agreement for the benefit of Assignee in accordance with the terms and conditions thereof without any obligation to determine whether or not such an Event of Default has in fact occurred.

F. No Liability: Indemnification of Assignee. In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced by Assignor against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignor hereby agrees to indemnify and hold Assignee free and harmless from and against any and all liability, expense, cost, loss or damage which Assignee may incur by reason of any act or omission of Assignor under the Agreement, except to the extent caused by the gross negligence or willful misconduct of Assignee. Should Assignee incur any liability, expense, cost, loss or damage (i) under the Agreement for which it is to be indemnified by Assignor as aforesaid, or (ii) by reason of the exercise of Assignee's rights hereunder (including, but not limited to, the exercise of the rights granted to Assignee under paragraph 2.C hereof), the amount thereof, including costs, expenses, attorneys' fees and expenses, shall be secured hereby and by the Mortgage and all other Loan Documents (whether or not such amount, when aggregated with other sums secured by the Mortgage, exceeds the face amount of the Note) and shall be due and payable immediately upon demand by Assignee, and bear interest at the rate of interest set forth in the Note.

G. Assignment by Assignee. This Assignment shall be assignable by Assignee to any successor, participant or assignee of Assignee under the Loan Agreement and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns.

3. Representations, Warranties and Covenants of Assignor. Assignor hereby represents, warrants and covenants to Assignee that:

A. Assignor has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Agreement or its right, title and interest therein.

B. Assignor shall not assign, sell, pledge, transfer, mortgage, hypothecate or otherwise encumber its interests in the Agreement.

C. To Assignor's current, actual knowledge, Assignor has not performed any act which would prevent Assignee from operating under or enforcing any of the terms and conditions hereof or which would limit Assignee in such operation or enforcement.

D. To Assignor's current, actual knowledge, Assignor is not in default under the Agreement, and, to the best of Assignor's knowledge, no other party to the Agreement is in default thereunder.

E. Except as set forth in the Loan Agreement, no material amendments to the Agreement shall be made without the prior written consent of Assignee.

F. Assignor shall use reasonable efforts to require the City to execute and deliver to Assignee consent to this Assignment, such consent to be identical to the form of Consent and Agreement attached hereto as Exhibit A.

4. Notice. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if given in accordance with the terms set forth in the Loan Agreement.

5. Incorporation of Loan Agreement; Conflict. Any provision in the Loan Agreement that pertains to this Assignment shall be deemed to be incorporated herein as if such provision were fully set forth in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this Assignment shall not be deemed to be inconsistent with the Loan Agreement by reason of fact that no provision in the Loan Agreement covers such provision in this Assignment.

6. Collateral Assignment. This Assignment is made for collateral purposes only and the duties and obligations of Assignor under this Assignment shall terminate when all sums due Assignee under the Loan Documents are paid in full and all obligations, covenants, conditions and agreements of Assignor contained in the Loan Documents are performed and discharged.

7. Choice of Law; No Marshaling. This Assignment shall be governed by the internal laws (as opposed to the conflict of laws provisions) of the State of Kansas. To the greatest extent permitted by law, Assignor hereby waives any and all rights to require marshaling of assets by Assignee.

8. No Third Party Rights. It is expressly intended, understood and agreed that this Assignment and the other Loan Documents are made and entered into for the sole protection and benefits of Assignor and Assignee, and their respective successors and assigns; that no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the Loan evidenced and secured by the Loan Documents; that such Loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any such undisbursed Loan proceeds at any time; and Assignee shall have a lien upon and right to direct application of any such undisbursed Loan proceeds as provided in the Loan Documents.

9. Relationship of Parties. The relationship between Assignee and Assignor is solely that of a lender and borrower, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

10. Security Agreement. This Assignment shall constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Kansas and Assignor hereby grants to Assignee a security interest in the Agreement, subject to the provisions hereof.

11. No Modification. No provision hereof shall be modified or limited by course or usage or trade except by a written agreement expressly referring hereto and to the provision so modified or limited and signed by Assignor and Assignee.

12. Waiver. The acceptance by Assignee of this Assignment with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Improvements, or the Agreement by Assignee, be deemed or construed to

constitute either Assignee a "mortgagee in possession" nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Agreement or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Agreement, nor shall Assignee be liable in any way for any injury or damage to any person or property sustained by any person or persons, firm or corporation in or about the Improvements (except for Assignee's gross negligence or willful misconduct), and Assignee shall be indemnified and held free and harmless from and against any and all liability, expense, cost, loss and damage therefrom.

13. Severability. In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Capitalized Terms. All capitalized terms used herein shall have the same meanings as set forth in the Loan Agreement, unless otherwise defined herein.

15. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be original, and all of which taken together shall constitute one and the same Assignment.

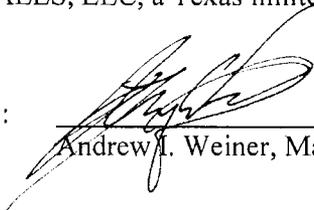
[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the day and year first above written.

ASSIGNOR:

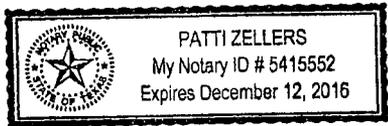
ROCKSTEP HUTCHINSON, LLC, a Texas limited liability company

By ROCKSTEP MANAGEMENT – MIDWEST MALLS, LLC, a Texas limited liability company

By: 
Andrew I. Weiner, Manager

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED, that on this 4th day of January, 2016, before me, the undersigned, a notary public in and for said County and State, personally appeared Andrew I. Weiner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the Manager of **ROCKSTEP MANAGEMENT – MIDWEST MALLS, LLC**, Manager of **ROCKSTEP HUTCHINSON, LLC** and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.




Notary Public

My Commission expires: 12-12-16

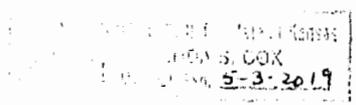
ASSIGNEE:

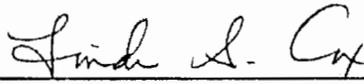
FIRST NATIONAL BANK OF HUTCHINSON, a
national banking association

By: 
Troy Hutton, Executive Vice President

STATE OF KANSAS)
) SS.
COUNTY OF RENO)

BE IT REMEMBERED, that on this 4th day of January, 2016, before me, the undersigned, a notary public in and for said County and State, came Troy Hutton, Executive Vice President of FIRST NATIONAL BANK OF HUTCHINSON, a national banking association, who is personally known to me to be the same person who executed, as Executive Vice President, the within instrument on behalf of and with authority of said bank, and such person duly acknowledged the execution of the same to be the free act and deed of said bank.




Notary Public Linda S Cox

My commission expires: 5-3-2019

Exhibit A: City Consent



CITY COUNCIL AGENDA REPORT

DATE: January 6, 2015

SUBMITTED BY: Jana McCarron, AICP *Jana*
Director of Planning and Development

COUNCIL COMMUNICATION	
FOR MEETING	January 19, 2016
AGENDA ITEM	5C
FOR ACTION	
INFORMATION ONLY	✓

SUBJECT: Case #15-ADM-16
2015 Planning & Development Department Annual Report

CITY COUNCIL ACTION REQUIRED:

None.

BACKGROUND:

Please find the *2015 Planning & Development Department Annual Report* attached (**Exhibit 1**). Goals for 2016 include:

- Adopt amended Historic Preservation regulations
- Implement the Rental Registration & Inspection Program
- Complete implementation of CitizenServe software
- Begin the 2016-2026 Comprehensive Plan process
- Implement the Rural Housing Incentive District program
- Complete Avenue A CDBG grant
- Seek Historic Preservation Foundation grant for architectural consulting services

FISCAL IMPACTS:

None.

EXHIBITS:

1 – Department of Planning & Development 2015 Annual Report

Executive Summary

The 2015 Calendar year was a busy one for the Hutchinson Planning and Development Department. Achievements include:

- Launched Healthy Neighborhoods Initiative
- Adopted new Subdivision Regulations
- Implemented electronic packets for Planning Commission
- Developed an Historic Preservation Action Plan
- Designed and partially implemented a Rental Registration & Inspection Program
- Developed a Rural Housing Incentive District program
- Rehabilitated 5 properties using CDBG funds, with another 7 approved
- Painted 6 houses using Brush Up Hutch Paint funds
- Transferred 3 properties from the Land Bank and acquired 7 additional lots

2016 Work Plan

- Complete Avenue A CDBG grant
- Begin Comprehensive Plan process
- Adopt revised Historic Preservation regulations
- Seek Historic Preservation Foundation grant for architectural consulting services
- Implement Rural Housing Incentive Districts
- Implement Rental Registration and Inspection Program
- Implement CitizenServe

Department

Jana McCarron, AICP - Director of Planning & Development
Casey Jones, AICP - Senior Planner
Amy Denker - Housing Program Coordinator
Charlene Mosier - Planning Technician
Stephanie Stewart - Planning Technician
Vacant - Associate Planner

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Department Overview

Department Realignment

After evaluating operations and departmental needs, the Department created two Planning Technician positions in October 2015. This was accomplished by upgrading a Secretary position and downgrading one of the Associate Planner positions. The technicians perform technical components for planning and landmarks cases – mapping, mailings, legal notices, etc. – as well as clerical support functions. The technicians also serve as Planner of the Day, answering basic Planning & Development questions and issuing minor permits. The City has been divided geographically, with each technician responsible for zoning code enforcement in a given portion of town.

CitizenServe Installation

In August 2015, the Planning & Development Department, in collaboration with the Inspections & Information Technologies Department, began installation of a new permitting software package - CitizenServe. This program is web-based and allows for resident access to records via a web portal. Employees can record the results of inspections, upload photos and perform other activities from the field. The Rental Registration & Inspection module was launched in November 2015. Code enforcement is expected to be up and running by February 2016, with building permits available in April 2016. Planning is expected to be completed by June 2016.

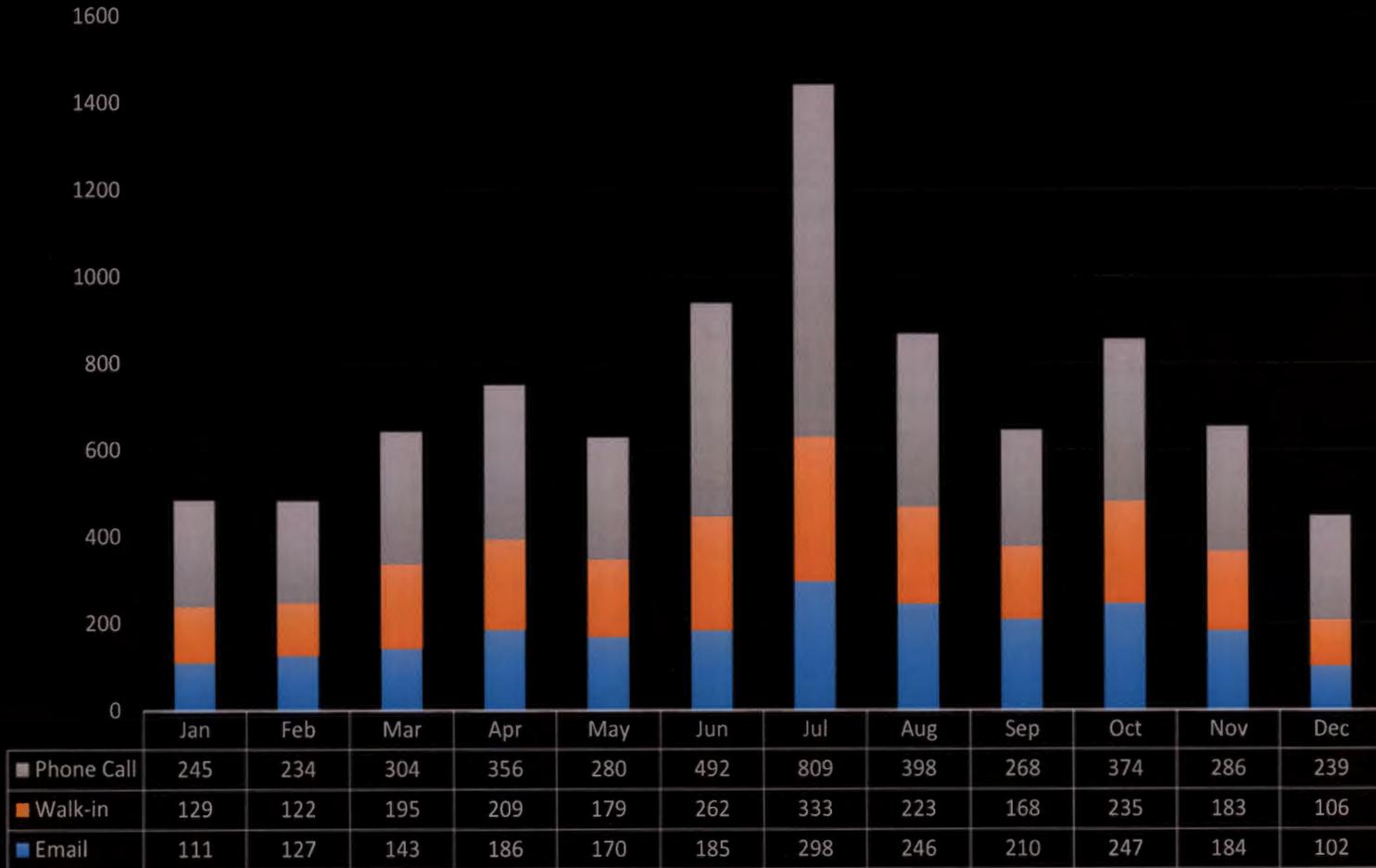
Electronic Packets

In April 2015, the Department purchased I-Pads for the Planning Commissioners in order to implement electronic packets. The transfer to electronic packets has saved staff time, photocopying & postage costs. Total estimated savings for 2015 were \$2,716.

Customer Contacts

In October 2014, the Department began tracking external customer contacts. This was in response to a perceived increase in development activity. From October through December 2014, there were 1,333 customer contacts made. During the same timeframe in 2015, 1,956 (1500+ in just Oct-Nov) contacts were made. This represents a 36% increase from 2014 and does not include the rental registration contacts handled by the Department's temporary employee. Total contacts for 2015 were 8,838. This is an average of more than 1400 customers per employee, which is remarkable considering we had seven months without full staffing. The chart below shows customer contacts by month and type.

Planning & Development Department 2015 Customer Contacts



Housing & Neighborhoods

The Department made great strides in the Housing and Neighborhoods Division, including launching three major efforts to improve housing: the Rental Registration & Inspection Program, Rural Housing Incentive Districts and the Healthy Neighborhoods Initiative. Each of these is described below, along with other department achievements.



Avenue A CDBG Grant

In 2015, bids were awarded for repairs to 13 houses (5 in April 2015, 3 in November 2015 and 4 in December 2015). In July of 2015, the target area was expanded east to Lorraine Street and north and south to sections of E Sherman St and E Avenue B. Expansion of the project area allowed for the addition of 4 rental homes, which are required by the grant. The grant is anticipated to be completed April 2016.

Bravo Awards

The Bravo Awards were revised to include fewer properties and to make the awards more meaningful by providing gift certificates in addition to recognition by the City Council. Nine awardees were recognized in 2015, including:

- 2722 Heather Parkway
- 213 W 7th Ave (Interfaith)
- 320I E 4th Ave (Fire Science Building)
- 213 W Avenue B
- 130 E 13th Ave
- 82I N Pierce St
- 828 N Lee St
- 633 W Sherman Ave
- 190I N Main St



Brush Up Hutch Paint Program

Funding from the Brush Up Hutch Paint Program was used for matching funds for the CDBG Avenue A Grant as well as to partially fund a Project Coordinator position with Interfaith Housing. In November 2015, the Community Improvement Commission formally adopted program guidelines. A total of 6 houses were painted in 2015.

Hutchinson Land Bank

The Hutchinson Land Bank acquired 7 vacant lots in 2015. Four vacant lots were sold or transferred to local property owners or organizations. The lots will be used for new housing and a public park expansion. For further information regarding the Hutchinson Land Bank, please refer to the 2015 Hutchinson Land Bank Annual Report.



Rural Housing Incentive Districts

In May 2015, a local developer approached the City hoping to establish a Rural Housing Incentive District (RHID) for construction of a new housing project. RHIDs allow for the taxes associated with new development to pay for the infrastructure costs of that development. The State of Kansas requires all local jurisdictions planning to use RHID financing to prepare a Housing Needs Analysis. The Housing Needs Analysis and resolution establishing RHID areas were adopted by City Council on November 17, 2015. Staff is working on a City Council Policy, which should be ready for Council review in January 2016. Following State approval of the Needs Analysis, RHID financing should be available as another tool to facilitate housing development in Hutchinson.

Spring Clean Up

Spring Clean Up was held on April 25 and 26, 2015. Dumpsters were placed at 15 locations around the community, and were monitored by City and Stutzman staff. In addition, TECH accepted E-waste. In total, 185.4 tons of waste was collected, including 4.25 tons of E-waste. This program will be administered by the Public Works Department in the future.



Moderate Income Housing Grant

In March 2015, the Hutchinson City Council accepted a Moderate Income Housing grant in the amount of \$225,000 from the Kansas Housing Resource Corporation for completion of phase 2 of the Townhomes at Santa Fe Project (200 blk W 5th Avenue). The local match for the project is \$54,500. A total of 10 units will be constructed.

Rental Registration & Inspection Program

In March 2015, City Council authorized establishing a mandatory rental registration and inspection program to begin operating in January 2016. The Planning & Development Department has worked in concert with the Inspections Department on program implementation. Milestones associated with program include:

Select vendor for Sungard replacement	May 2015
Develop draft list of rental properties	May 2015
Field verify multi-unit addresses	June 2015
Send initial letter to landlords	July 2015
Develop exemption and registration forms	August 2015
Conduct Fair Housing and Landlord/Tenant Act training	August 2015
Develop job description and advertise for Housing Inspector	September 2015
Send second letter/invite to IPMC workshop	October 2015
Conduct IPMC Workshop (3 sessions)	November 2015
Hire temporary Rental Registration Assistant	November 2015
Send invoices to landlords with smaller holdings	November 2015
Send invoices to landlords with larger holdings	December 2015
Hire Housing Inspector	December 2015

As of the date of this report 808 rentals have been registered, with 153 of those registrations occurring online. The deadline for registration is March 31, 2016.

Healthy Neighborhoods Initiative

In June 2015, the City launched the Healthy Neighborhood Initiative. Funded in part by a grant from the Hutchinson Community Foundation, the initiative has used the experience of two nationally-recognized experts in neighborhood revitalization. This effort looks at neighborhoods as markets in order to help strengthen and empower neighborhoods. The following milestones were achieved in 2015:

- Neighborhoods Director Hired (Hutchinson Recreation Commission) – March 2015
- Healthy Neighborhoods Training – March 2015
- Healthy Neighborhoods Workshop – June 2015
- Neighborhood Block Walks conducted – July 2015
- Healthy Neighborhoods Steering Committee established – March 2015
- Neighborhood Tours – Steering Committee – August 2015
- Selection of Feature Neighborhoods – Steering Committee – August 2015
 - o Avenue A School Neighborhood (W Avenue A)
 - o Graber/Farris School Neighborhood
- One-on-One Interviews – Neighborhoods Director – August-October 2015
- Avenue A School Visioning Meeting – August 2015
- Graber/Farris School Community Meeting –October 2015

NeighborWorks America Grants



As a partnering entity with NeighborWorks America, the City received funding to conduct housing and neighborhood efforts. Partnering entities cannot obtain an “affiliate” status and receive on-going funding, however, Interfaith Housing is in the process of becoming an affiliate organization. The following funded was awarded or finalized in 2015.

Community Leadership Institute Grants

The Allen School neighborhood group attended a CLI in 2012 and 2013. The group received, \$4,000 to fund a community garden and a alleyway clean-up project. All funds have been expended and the grant was closed out in December 2015.



The Avenue A (E Avenue A) neighborhood group attended a CLI in 2014. The group received \$2,000 in funding for a neighborhood social. The social was held at George Pyle Park in April 2015. All funds have been expended and the grant was closed out in 2015, however, the group has been successful in attracting funding from the Hutchinson Community Foundation, the City of Hutchinson and a private donor for the installation of playground equipment in George Pyle Park. The playground is expected to be built in Spring of 2016.

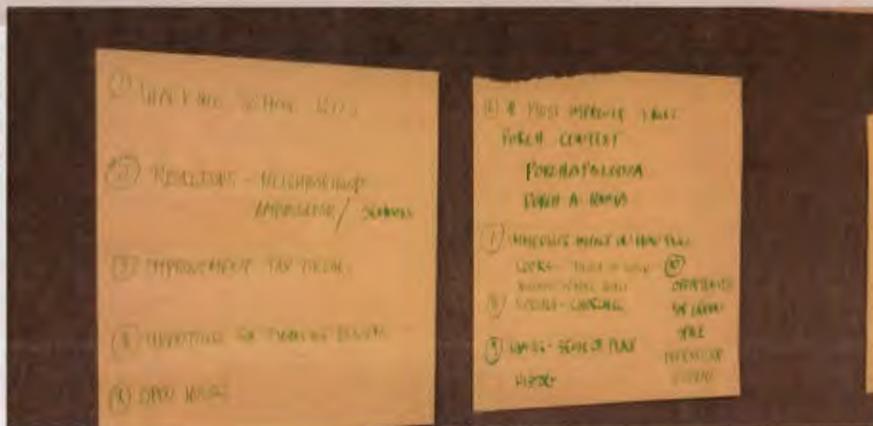
InterFaith Housing Test Build

In 2014, Interfaith Housing moved their focus from the Lincoln Gardens Project to a test build on E Avenue G. Two of the lots associated with the test build were donated to Interfaith by the Hutchinson Land Bank. The test build project will consist of the construction of two modular homes on infill lots. Building permits for the structures were issued in December 2015. A total of \$23,000 in NeighborWorks funding was provided for the project.



Schubert Training

The Healthy Neighborhood Initiative described above was also partially funded by NeighborWorks America. This organization provided \$10,000 toward the total project budget to support training efforts.



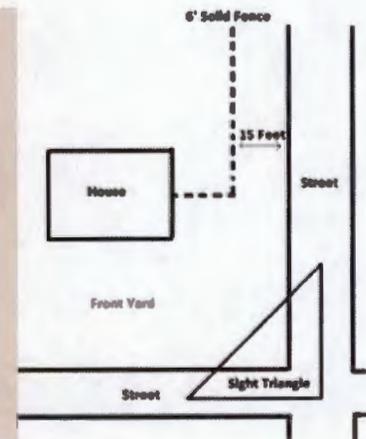
Planning & Development

The Planning & Development Department saw a continued heavy caseload for 2015. Notable accomplishments were adoption of subdivision regulations and development of an historic preservation action plan.

2015 Zoning Regulation Amendments

In February 2011, the City adopted new zoning regulations. The regulations are supposed to be reviewed by the Planning Commission on an annual basis. Notable amendments made in 2015 include:

- Expanded the list of structural features allowed in setback areas
- Reduced the rear yard setback required in the R-3, R-4 and R-5 zones
- Prohibited sale, manufacture or storage of explosives, including ammunition, as a home occupation



Subdivision Regulations Adoption

In May 2014, staff began the process of drafting new subdivision regulations. The regulations were needed in part because Reno County removed themselves from joint review in 2012. The former regulations were not part of City Code, but part of a joint resolution with Reno County adopted in 1991 and last updated in 1998. A part of the review and approval process, 50 meetings were held with staff, developers, the Planning Commission, a steering committee and other stakeholders. On October 20, 2015 the new subdivision regulations were adopted by City Council to be included as Chapter 9 of the Hutchinson Municipal Code.

2015 Planning Cases

The Planning Division experienced a continued high caseload for 2015, with the total of all cases, including violations being 267. While this is slightly less than 2014, it still represents a 47% increase over 2009 levels with the same staffing levels. In 2015, the Department began tracking a number of planning activities that were not previously tracked, including: # of fence permits issued (94); # of occupancy inspections performed (10); # of occupancy permits reviewed (60); # of residential accessory buildings reviewed (52); # of residential additions reviewed (43); # of residential duplexes reviewed (2); # of single family dwellings reviewed (17); # of residential swimming pools reviewed (4); and # of sign permits issued (68). The other activities represent a significant amount of planning staff time, totaling 350 customer contacts.

2015 Planning Cases cont...

	2009	2010	2011	2012	2013	2014	2015
Board of Zoning Appeals	4	6	11	10	9	4	8
CERT	18	36	29	33	34	67	34
Comprehensive Plan	1	0	0	0	0	0	2
Conditional Use Permit*	--	--	11	8	7	11	12
Fence Permits***	--	--	--	--	--	--	94
Floodplain Permit	1	0	0	0	1	0	1
Landmarks	57	47	82	89	64	27	24
Landmarks Appeal	2	0	1	3	1	2	3
Lot Split	5	7	4	2	1	1	5
Occupancy Inspections***	--	--	--	--	--	--	10
Occupancy Permits***	--	--	--	--	--	--	60
Plan Review**	--	--	--	--	--	4	7
Pre-Submittal Analysis**	--	--	--	--	--	24	18
Residential Accessory Buildings***	--	--	--	--	--	--	52
Residential Additions***	--	--	--	--	--	--	43
Residential Duplexes***	--	--	--	--	--	--	2
Residential Single Family Dwellings***	--	--	--	--	--	--	17
Residential Swimming Pools***	--	--	--	--	--	--	4
Subdivision	4	11	7	6	15	1	7
Sign Permits***	--	--	--	--	--	--	68
Site Plan Review*	--	--	--	--	6	17	11
Special Use Permit	17	13	7	2	2	2	4
Subdivision Variance**	--	--	--	--	--	1	0
Temporary Use Permit	19	18	23	32	21	19	16
Vacation	4	3	5	4	0	3	6
Zoning Amendment	5	5	4	7	5	5	10
Zoning Violation	44	49	38	44	65	101	103
Total	181	195	222	240	231	289	621

CERT= Home Occupation, Wireless Telecommunication and Zoning Certifications

*Implemented in 2011.

**Implemented in 2014, or began tracking in 2014.

***Implemented in 2015 or began tracking in 2015.

The following projects of note were approved during 2015:

- Panda Express
- Five Guys Burgers and Fries
- Pie Five Pizza
- Commerce Gardens
- Fire Station #3 reconstruction
- Murphy Oil
- Rib Crib
- Mattress Firm
- Buffalo Wild Wings
- The Alley
- Pro Pak addition
- Lampton Welding
- Helena Chemical expansions
- Rita's Italian Ice



2016 Preservation Action Plan

In September 2015, the Landmarks Commission and City Council held a study session to discuss the City's historic preservation priorities. Following the study session, staff and the Landmarks Commission worked on developing an action plan to address issues of concern. The plan was adopted by the Landmarks Commission in December 2015 and is slated for City Council consideration in early January.



COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	5d
FOR ACTION	✓
INFORMATION ONLY	



MEMORANDUM

To: John Deardoff, City Manager
From: Meryl Dye, Assistant City Manager *M. Dye*
CC: Jim Seitnater; Mark Rasette
Date: January 11, 2016
Re: Purchase Agreement for People's Choice Sculpture – Precious Cargo

BACKGROUND:

On February 7, 2012, the City Council authorized the allocation of up to \$15,000 of designated downtown public art funds for the purchase of People's Choice Award winning sculptures from the SculptureWalk exhibits. Public balloting for this year's exhibit ended on December 31, 2015, and the winner is "Precious Cargo" by Scy Caroselli of Thornton, Colorado.

A purchase agreement between the City and the Artist has been prepared which sets out specific obligations by the parties, the compensation amount, artist's representations and warranties, intellectual property rights, and other contractual provisions covering breach and notice requirements. The Artist has furnished to the City a certificate of authenticity, maintenance and care instructions, an Artist's Statement about the sculpture for public educational purposes, and her professional resume.

FISCAL IMPACT

"Precious Cargo" has a retail price of \$10,500. However, all artists entering the SculptureWalk signed agreements providing that a 20% commission would be retained on pieces sold. Therefore, the discounted price for "Precious Cargo" is \$8,400. Funds will come from CIP streetscape account designated for downtown public art which has a current balance of \$43,775.17.

RECOMMENDATION:

City staff recommends approval of the attached purchase agreement for the sculpture named "Precious Cargo."

ACTION REQUIRED:

Motion to approve the Sculpture Purchase Agreement for "Precious Cargo" by Scy Caroselli.

CONTRACT NO. _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Hutchinson, Kansas (the "CITY") and Scy Caroselli of Thornton, Colorado (the "ARTIST").

RECITALS

- A. The City has implemented the People's Choice Award in conjunction with SculptureWalk Downtown Hutchinson.
- B. The City desires to acquire the People's Choice Award-winning sculpture for permanent display in the Hutchinson downtown area; and
- C. The Artist and the City wish to undertake the obligations expressed herein:

NOW THEREFORE, in consideration of the above stated premises and subject to the conditions hereinafter set forth the parties agree as follows:

I. OBLIGATIONS OF ARTIST

- A. Artist shall provide for purchase the bronze sculpture entitled "Precious Cargo" currently on display in the SculptureWalk Downtown Hutchinson exhibit (the "Artwork").
- B. Artist shall furnish a certificate of authenticity to the City including number and edition information for the Artwork being purchased.
- C. Artist shall furnish installation, care and maintenance instructions of the Artwork to the City.
- D. Artist shall furnish an artist resume, statement and/or philosophical statement and/or design notes regarding the Artwork for public education purposes.
- E. Artist shall provide requested documentation in a professional manner and in compliance with all terms and conditions of this Agreement.

II. OBLIGATIONS OF CITY

- A. City shall perform all obligations in compliance with terms and conditions of this Agreement.
- B. City shall assign SculptureWalk team (City staff and Arts Council and Downtown Hutchinson representatives) to determine best and most appropriate public location for the Artwork and is responsible for identifying the artists, media, and title of the Artwork using appropriate labeling.
- C. City has the right to reproduce images of the Artwork for non-commercial promotional or educational purposes as outlined in Section V.
- D. City shall take responsibility for installation of the Artwork in a location they deem appropriate.
- E. If the Artwork is damaged at any time and by any means, City will consult Artist before any restoration and must give Artist first opportunity to restore it, if practicable.

III. COMPENSATION

City shall pay the Artist a fixed fee of Eight Thousand Four Hundred Dollars (\$8,400), which shall constitute full and complete compensation for the Artwork and all of the requested materials furnished by the Artist under this Agreement.

IV. TERM OF AGREEMENT

This Agreement shall be effective on the date first stated above and those provisions intended to remain in force beyond the City's purchase of the Artwork from the Artist shall remain in full force and effect for so long as is necessary to fulfill the intent and objectives of the parties.

V. ARTIST REPRESENTATIONS AND WARRANTIES

Warranty of Title

A. Artist represents and warrants that:

1. The Artwork is solely the result of the artistic effort of the Artist as set forth in the Artist Statement.
2. Except as otherwise disclosed in writing to the City, the Artwork is original and does not infringe upon any copyright or the rights of any person.
3. Artist has no knowledge of this specific Artwork having been accepted for sale elsewhere.
4. Artist has full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
5. Title to the Artwork shall pass to the City at such time as full payment is received by the Artist pursuant to Section III hereof.

VI. INTELLECTUAL PROPERTY RIGHTS

A. Copyright Ownership

1. Artist retains all rights under the Copyright Act of 1976, as the sole author of the Artwork for the duration of the copyright. (Life of the author, plus 70 years.)

B. Reproduction Rights

1. Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes including, but not limited to reproductions used in brochures, media publicity, and exhibition catalogs or other similar publications provided that these rights are exercised in a tasteful and professional manner.
2. All reproductions by City shall contain credit to the Artist.
3. If City wishes to make reproductions of the Artwork for commercial purposes, including but not limited to t-shirts, postcards and posters, the Parties shall execute a separate agreement to address the terms of royalty the Artist shall receive.
4. City is not responsible for protecting the intellectual property of the Artist.
5. Artist is not responsible for third party infringement of City's license.

C. General

1. City agrees that it will not alter, modify, or change the Artwork without first obtaining written permission from the Artist.
2. Artist will be notified by City regarding deaccession of Artwork.

VII. BREACH

A. Both parties covenant to perform their duties pursuant to this Agreement. In the event either party shall fail to perform their required duties, the following provisions apply.

1. Either party may declare breach of the agreement by sending written notification declaring the specific breach to the party in breach;
2. The party in breach shall have ten (10) days in which to cure the alleged breach, or otherwise reach a mutually agreeable amendment to the agreement which shall be reduced to writing.
3. Should the party in breach fail to cure the breach, or if a mutual agreement to amend the agreement cannot be reached, either party may pursue legal action in the District Court of Reno County, Kansas.

VIII. PERMANENT RECORD

City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

IX. NOTICES

Written notices and correspondence under this Agreement shall be delivered personally or through mail to the addresses stated below:

For City: City Manager's Office
P O Box 1567
Hutchinson, KS 67504-1567

For Artist: Scy Caroselli
13086 Steele Drive
Thornton, CO 80241

X. AMENDMENTS

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

XI. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes all other agreements whether written or oral.

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

CITY OF HUTCHINSON, KANSAS

Jade Piros De Carvalho, Mayor

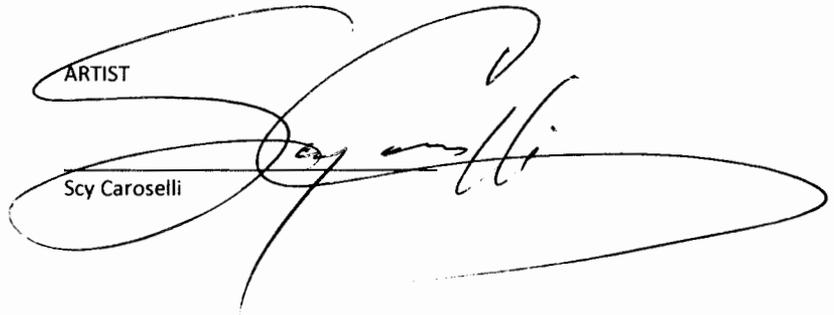
ATTEST:

Karen Weltmer, City Clerk

APPROVED AS TO FORM:



Paul W. Brown, City Attorney

ARTIST

Scy Caroselli

Dated: _____



BIO



Scy Caroselli has been surrounded by fine art throughout her entire life. She grew up beside the easel and sculpting stand of her mother, renowned artist, Marianne Caroselli. Scy was destined for a notable career in art..

She started sculpting in 2001 and has since fallen in love with the excitement of creating art that truly inspires and moves people.

Although she has a love for the whimsical and animal art, the "inspirational" art she sculpts is her true passion. She has captured the eye of many fine art galleries across the U.S that are now representing her work. Her pieces have been located in notable private collections and in public art displays.

Over the years she has been involved with many charities such as; The Cancer League of Colorado, Children with Diabetes and The Boys and Girls Club.

The strength and perseverance she found in the people involved with these charities, has encouraged her to not only create her art but live every day to the fullest. She hopes her art brings a smile to your face

PRECIOUS CARGO

I'm sitting at a little table in Pietrasanta, Italy. Just got out of class. In class I'm working on a figurative female sculpture. As most of my work, I'm trying to capture sensuality in the female form. My Mom sits next to me and were talking about our sculptures. She comments about the instructor saying that my sculpture was turning out magnificent. She then lets me know that the apple doesn't fall too far from the tree.

We start back and forth picking on each other and my mother, Marianne Caroselli, nationally acclaimed sculptor known for her children challenges me to a bet. That if I can create a child sculpture that will sell at least 5 in the first year.

She will buy one from me.

So I took the bet. I sat and thought what makes me smile. What do I see that makes everyone smile the most. Its kids with puppies.

When I returned home I had a client ask for a sculpture with a little girl and puppies. It was meant to be. I sketched out a little girl leaning over a wheelbarrow full of puppies. Puppies jumping on her and trying to kiss her as she pushes them around. There it was, That would be my first child sculpture.

It was hard because I don't sculpt children. To me, its like sculpting an alien. I know nothing about the bone structure or where to put the pudginess.

I worked on it for 8 month and finally "Precious Cargo" was finished.

The first year, 9 sold. Then 10 because mom had to buy one.

It has won numerous awards and you'll find it in public and private notable collections across the US.

I hope you enjoy Precious Cargo. I bet you will!

Scy Caroselli
carosellibronze@gmail.com
www.scaroselli.com
Denver , CO.
720-220-2018

PRECIOUS CARGO

Maintaining Your Public Art Bronze

With any bronze sculpture, you should keep all water sprinkler away from hitting it daily. You should wash bronze with soap and water and then apply a paste wax. I use Johnson Paste wax from Home Depot. It comes in a yellow round can. Use a brush that you will not use on anything else except wax for bronze sculptures.

When sculpture is dry and its about 85* to 95* outside (Perfect temperature) lightly stroke on the wax. Brush back and forth until you dont see clubs of wax anywhere. Dont rub off because you want the wax on. You can polish parts here and there but make sure a little wax is still on.

For Colorado, you'll do this twice a year.

Scy Caroselli
carosellibronze@gmail.com
www.scaroselli.com
Denver , CO.
720-220-2018

Certificate of Authenticity

This Statement of Authenticity by Scy Caroselli certifies the authenticity of the sculpture listed below as a limited edition bronze.

TITLE OF WORK Precious Cargo **EDITION SIZE:** 50

MEDIUM Bronze **VALUE** 10,500.00

ARTIST _____ **DATE** 01/01/2016

ARTIST SIGNATURE:



www.mcaroselli.com



INTER-OFFICE COMMUNICATION

DATE: January 13, 2016

TO: John Deardoff, City Manager

CC: Justin Combs, Parks & Facilities Director

FROM: Pieter Miller, Airport Manager *PM*

SUBJECT: B&L Management Lease

COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	5e
FOR ACTION	✓
INFORMATION ONLY	

Background: In 2011, Brian Teichman agreed to a facility lease for suite 124 in the main terminal building at the Hutchinson airport. His business, B&L Management was a representative for AFLAC Supplemental insurance. Since that time Brian has grown his business to offer brokerage for many types of insurance and has changed the name to Advanced Health Insurance Solutions. Brain has once again agreed to our proposed square foot rate.

Recommendation: Staff recommends a motion to approve the contract between the City of Hutchinson and Advanced Health Insurance Solutions.

HUTCHINSON REGIONAL AIRPORT
FACILITY LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the CITY OF HUTCHINSON, KANSAS, a Regional corporation, hereinafter referred to as "CITY" or "LESSOR"; and the Advanced Health Insurance Solutions, organized and existing under and by virtue of the laws of the State of Kansas, hereinafter referred to as "LESSEE" or "TENANT".

WITNESSETH:

WHEREAS, LESSOR is the owner of certain buildings, including the Terminal Building at Hutchinson Regional Airport located in Reno County, Kansas, (hereinafter referred to as the "AIRPORT") which airport and buildings are owned and operated by LESSOR; and

WHEREAS, LESSOR has determined that the privilege and right to operate certain concessions in said Terminal Building shall be granted to a concessionaire; and

WHEREAS, the parties acknowledge that Advanced Health Insurance Solutions is leasing the identified space in its present condition, which may or may not meet 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, in consideration of the premises and in further consideration of the charges, fees, rentals, covenants and agreements contained herein, the parties hereto agree as follows.

ARTICLE I. PREMISES

- 1.01 LESSOR does hereby lease to LESSEE certain space within the Terminal Building as shown on Exhibits "A", attached hereto and made a part hereof, and such other space as may from time to time be mutually agreed upon between LESSOR and LESSEE for the conduct, operation and maintenance of business office flight and other activities described by this Agreement (hereinafter referred to as the "OFFICE SPACE" or "PREMISES"). Each Exhibit attached and made a part hereof shall by name generally control the type of activities to be conducted within LESSEE's exclusive leasehold.
- 1.02 Common Space. LESSEE shall have unrestricted access to the common areas defined as the lobby and restroom facilities as they now exist or as they may in the future exist.
- 1.03 LESSEE shall have the right of access, ingress and egress to and from such space by employees, suppliers, service personnel, business visitors, licensees, guests, patrons and invitees subject to reasonable rules and regulations as may from time to time be imposed by LESSOR.
- 1.04 It is understood by the parties that the premises leased are merely a part of the total Terminal Building and are leased solely for the purpose of supporting the operations of the LESSOR. Each Exhibit sets forth the general layout of the portion of the Terminal Building to be leased to the LESSEE, but shall not be deemed to be a warranty, representation or agreement on the part of the LESSOR that the Terminal Building or any portion thereof will be or will continue to be exactly as indicated on said diagram. The LESSOR reserves to itself the right to use, change or modify the exterior walls, roof and ceiling, and install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the leased premises in such place and manner which will not materially interfere with the LESSEE's use of the premises. The LESSOR further reserves the right to cause the relocation of any portion or all of LESSEE's premises to a reasonably comparable location at

the expense of the LESSOR in the event that the LESSOR, in LESSOR's sole discretion, determines that the needs of the LESSOR require such relocation.

ARTICLE II. TERM OF LEASE

- 2.01 **Initial Lease Term.** The Initial Term of this Lease shall be for a period of one (1) year commencing on date of signed lease agreement ("Commencement Date") and terminating on exactly one (1) years from signed lease agreement (as the same may be extended pursuant to Section 2.02 below, the "Term").
- 2.02 **Renewal Lease Terms.** This Lease and Agreement may be automatically renewed for three (3) additional one (1) year terms, subject, however, to earlier termination provisions contained in this Agreement. No such automatic renewal shall occur in the event of either of the following:
- A. ***Notice.*** 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.
 - B. ***Sale or Closure.*** LESSEE sells its interests in, or discontinues operations as a BUSINESS OFFICE, or sells 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 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 PREMISES shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.
 - F. Both parties to this Agreement agree to cancellation.
- 2.03 **New Tenant Rates.** LESSEE shall only be eligible to be considered for new tenant rates one time during the TERM of this and any future lease agreements.
- 2.04 **Holdover.** LESSEE shall not acquire any right or interest in the 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

- 3.01 **Facility Rent.** Base rent ("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 "C" attached hereto and incorporated herein by reference. The cash 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 67502, 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.
- 3.02 **Calculation of Square Footage.** LESSOR and LESSEE agree that the OFFICE SPACE shall have

access to two common areas (Lobby and Restrooms) without compensation to the LESSOR for the term of this agreement. This shall not be construed as a permanent exemption from being assessed a fair rent for these spaces as future rents are negotiated.

- 3.03 **Additional Rent.** LESSEE shall pay, as additional rent, all Impositions (as defined in Article IV), and all other payments of whatever nature that LESSEE 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 to be at the sole cost and expense of LESSEE. All such amounts payable under this Section are referred to as "Additional Rent".
- 3.04 **Past Due Amounts.** In the event LESSEE fails to pay any installment of rent or other sum due hereunder when due, LESSEE 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.
- 3.05 **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.
- 3.06 **No Abatement.** No abatement, diminution or reduction of the annual rental, or of any additional rent or other charges required to be paid by LESSEE pursuant to the terms of this lease, shall be claimed by, or allowed to, LESSEE 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 LESSEE is prohibited from operating its business or otherwise materially limited in the operation of its business, then LESSEE shall have the right to terminate this Lease upon thirty (30) days prior written notice to CITY.
- 3.07 **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 LESSEE from such fees and licensing requirements.

ARTICLE IV. IMPOSITIONS

- 4.01 **Impositions.** LESSEE shall pay all taxes, assessments, and other governmental charges and impositions 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").
- 4.02 **Taxes and Assessments.** LESSEE 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 or against the PREMISES, or any part thereof, or any improvements thereon, or upon LESSEE's interest in the PREMISES under this Lease, or on account of the leasing by CITY to LESSEE of all or any part thereof, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against

real or personal property.

- 4.03 **Utilities.** LESSOR agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to LESSEE's comfortable and reasonable use of the Premises, from 8 a.m. to 5 p.m., Monday through Friday.
- 4.04 **Receipted Statements.** LESSEE 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.
- 4.05 **Contest of Impositions.** LESSEE 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, LESSEE
- 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.

ARTICLE V. USE AND GENERAL RIGHTS OF LESSEE

- 5.01 **Hours of Operation.**
- 5.02 **Smoking.** LESSEE agrees, pursuant to Article V, Chapter 8, City Code, City Ordinance #2004-08, to prohibit the smoking of tobacco products in all areas identified in Exhibit A and B by customers and employees.
- 5.03 **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 LESSEE'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.
- 5.04 **High Class Operation.** LESSEE hereby represents, warrants, covenants and agrees that the business to be conducted by LESSEE at the PREMISES will be "first class" and reputable in every respect and that the methods to be employed by LESSEE in the business as well as all other elements of its activities will be performed in a professional manner. LESSEE 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, LESSEE 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 LESSEE.
- 5.05 **Signs and Advertising.** LESSEE agrees that no signs or advertising material shall be erected on the leased premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by LESSOR.
- 5.06 **Compliance.** LESSEE shall have the right to use and occupy the PREMISES for the purpose stated above; provided, however, that LESSEE, 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 provisions of the Hutchinson Regional Airport Minimum Standards for Aeronautical Activity, and any amendments thereto, which exhibit is attached hereto and made a part hereof as if fully set out herein ("Minimum Standards"). It shall be the responsibility of LESSEE to secure and pay for all permits, fees, and licenses as required. If LESSEE subleases any or all of the PREMISES, LESSEE shall be responsible for its sublessees' compliance with the requirements in this paragraph.

- 5.07 **Master Documents**. This lease is subject and subordinate to the following:
- A. The Hutchinson Regional Airport Minimum Standards for Aeronautical Activity as the same may from time to time be amended or modified; and,
 - B. The Hutchinson Regional Codes and Ordinances as the same may from time to time be amended or modified, and to all of the terms and conditions thereof.
 - C. The lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the operation 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
- 5.08 **Lease Subject to FAA Regulations**. Anything to the contrary in this Lease notwithstanding, LESSEE'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 LESSEE's use of the FACILITY.
- 5.09 **Peaceful Possession**. CITY warrants that it has good right to make this lease. CITY shall defend LESSEE's peaceable hold and enjoyment of the PREMISES during the term of this Lease and any term of renewal without any interruption by CITY or any other person rightfully claiming the PREMISES except as provided herein.
- 5.10 **Assignment**. LESSEE 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, LESSEE 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 LESSEE herein, and any assignment by LESSEE shall contain a clause to this effect.

ARTICLE VI. ALTERATIONS OR IMPROVEMENTS

- 6.01 **Equipment & General Improvements**. LESSEE shall have the right to erect, install or construct all equipment, fixtures or improvements deemed by LESSEE to be necessary or proper in the operation of the OFFICE SPACE facilities, and other concessions covered by this Agreement, and for the performance of any and all of its operations, rights and privileges under this Agreement; provided that plans and specifications for such improvements or installations first shall be approved by LESSOR in writing.
- A. Prior to construction of any improvements, LESSEE 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. LESSEE 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.
 - 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 LESSEE 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 LESSEE 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 LESSEE and shall not give rise to any mechanic's liens, and,
 5. when completed, shall be deemed a part of the Facility.
- E. Before LESSEE 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, LESSEE 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 LESSEE on the 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.
- 6.02 **Performance and Payment Bonds.** In the event LESSEE 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 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.
- 6.03 **Improvement Maintenance.** LESSEE shall, throughout the Original and any Renewal Terms of this Lease, at its own cost, and without any expense to CITY, keep and maintain the PREMISES and improvements of every kind which may be now or hereafter constructed, in good, sanitary and neat order. LESSEE, at all times and at its own expense, shall take good care of and maintain furniture, furnishings, fixtures and equipment constituting a part thereof, including the operating facilities and other facilities and equipment installed by LESSEE, and,
- A. LESSEE shall not commit or suffer waste, impairment or deterioration of the 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, and shall be required to perform whatever maintenance CITY deems necessary.
 - C. In the event LESSEE 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 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.
- 6.04 **Remodel or Expansion of Premises.** It is understood and agreed that any expansion or remodeling of the premises shall be undertaken at the sole expense of LESSEE, which includes the alteration or addition of utility services and heating and air conditioning within the leased premises. LESSOR shall provide the necessary access to utility services and heating and air conditioning to the exterior of the premises as required.
- 6.05 **Damage to and Destruction of Premises.**
- A. If the leased premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by LESSOR at its own cost and expense; if the damage shall be so extensive as to render the premises untenable but capable of being repaired, the same shall be repaired with due diligence by LESSOR at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be put in order.
 - B. In the event the leased premises shall be completely destroyed by fire or other casualty or so

damaged that it will remain untenable for more than thirty (30) days, or in case it does so remain untenable for more than thirty (30) days, at the option of LESSOR:

1. the leased premises shall be repaired or reconstructed with due diligence by LESSOR at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in good order; or
 2. within sixty (60) days after the time of such damage or destruction and before the premises shall be put in order, the LESSEE may give LESSOR written notice of its election to cancel this agreement in its entirety, and LESSEE shall be liable for rent only up to the time of such damage or destruction.
- C. In the event that only a portion of the leased premises are rendered untenable so that LESSEE is able to continue all or some of its activities from the remaining portion of the leased premises, the rent shall remain payable, but the Base Rent may be renegotiated upon request of the LESSEE in proportion to the reduction of LESSEE's income due to such untenability. In the event that such portion of the leased premises will or does remain untenable for more than thirty (30) days, at the option of the LESSOR (1) the leased premises shall be repaired or reconstructed with due diligence by LESSOR at its own cost and expense, or (2) within sixty (60) days after the time of such damage or destruction and before the premises shall be put in order, the LESSEE may give LESSOR written notice of the deletion of such untenable premises from this Agreement.
- D. It is understood and agreed that nothing in this article concerning rental abatements or cancellation by LESSEE shall apply in the case of damages to or the destruction of the leased premises which is caused by the negligent acts of LESSEE, its agents, employees or invitees, and further that LESSEE shall, at its own expense, repair all such damages resulting from such acts; except that LESSEE shall not be responsible to LESSOR for damages to property or equipment fully covered by insurance.

ARTICLE VII. FAA PROVISIONS

7.01 LESSOR and LESSEE further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, the use of the Airport and this lease.

- A. The LESSEE, for itself and its representatives, 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 said property described in this Agreement 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, the LESSEE 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. The LESSEE, for itself and its representatives, 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:
 1. no person on the grounds of race, 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 land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 3. that the LESSEE 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. The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.
 - 1. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- D. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- E. LESSEE 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 or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- F. LESSOR reserves the right (but shall not be obligated to LESSEE) 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 LESSEE in this regard.
- G. LESSOR 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 LESSEE, and without interference or hindrance.
- H. LESSOR 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 LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.
- I. During time of war or national emergency LESSOR 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.
- J. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
- K. There is hereby reserved to LESSOR, 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 premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.
 - 1. This lease shall become subordinate to provisions of any existing or future agreement between the LESSOR 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. LESSOR will use its best efforts to protect from adverse impact by any such agreement the rights and privileges granted to LESSEE in this Agreement.

7.02 **Modifications for Granting FAA Funds.** In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, LESSEE agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the LESSOR to obtain said Federal

Aviation Administration funds, provided that in the event such changes materially affect the rights of LESSEE hereunder, the LESSEE will have the right to cancel this Agreement.

ARTICLE VIII. RULES AND REGULATIONS

- 8.01 LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by the City of Hutchinson, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the AIRPORT or LESSEE's operations conducted hereunder.
- 8.02 LESSEE shall, at its own cost and expense, comply with all Federal, state or local laws, ordinances, rules or regulations now or hereafter in force which may be applicable to the operation of its business at the AIRPORT; and shall obtain and pay for all licenses and permits necessary for the operation thereof; and shall pay all fees and charges assessed under state, local or Federal statutes or ordinances, insofar as they are applicable thereto.
- 8.03 LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall LESSEE be entitled to terminate this agreement by reason thereof unless the exercise of such authority shall substantially interfere with LESSEE's exercise of the rights hereunder.
- 8.04 LESSEE shall not use or allow the premises to be used for any immoral or illegal purposes.

ARTICLE IX. INSURANCE

- 9.01 **Liability Insurance.** The LESSEE shall, at all times during the Original and any Renewal Terms of this Lease, and at LESSEE's sole expense, maintain public liability insurance during the term hereof which protects the CITY, its officers, agents and employees, as additional insured, with terms and companies as approved by LESSOR, which approval shall not be unreasonably withheld, in an aggregate amount of not less than \$1,000,000 per occurrence. In addition, the LESSEE shall maintain a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$500,000, and a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability. LESSEE agrees that in the event of future changes in law and upon notice by the LESSOR, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events in this paragraph.
- A. The LESSEE agrees, prior to the commencement of this lease term, to provide LESSOR with certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. Such policy or certificate shall contain a clause providing ten (10) days' prior notice to the LESSOR before any material change or cancellation is effective.
- 9.02 **Subrogation Insurance.** LESSOR hereby waives any and all rights of recovery of against LESSEE for or arising out of damage or destruction of the building, or the PREMISES, or any other property of LESSOR, from causes then included under any of its property insurance policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.
- 9.03 LESSEE shall not be responsible to LESSOR for structural defects or damages to property or equipment covered by insurance.
- 9.04 LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of its property insurance policies, whether or not caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.
- 9.05 **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 X. CANCELLATION OR TERMINATION OF LEASE

10.01 **Cancellation by LESSOR.** The LESSOR, in addition to any other rights to which it may be entitled by law or equity, may cancel this lease as set forth herein.

- A. In the event that LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of LESSEE's assets shall be appointed; or that LESSEE shall be divested of its estate herein by other operation of law; or that LESSEE shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of LESSEE to be performed, kept or observed, LESSOR may give LESSEE written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSEE, LESSOR may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term. Provided, however, that if such default cannot be cured within such period and LESSEE has in good faith commenced and is prosecuting the cure thereof, LESSEE shall have a reasonable extension of such period in order to cure the default.
- B. Acceptance of rental by LESSOR for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this lease for failure by LESSEE so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the terms, covenants or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by LESSEE.
- C. It is further understood and agreed that this lease is entered into pursuant to the provisions of Section 3-116, Kansas Statutes annotated, and all other laws of the State of Kansas that may apply, and is subject to any and all federal laws, rules, and regulations now or hereinafter enacted by the Federal Government, or any federal agency pertaining to the AIRPORT and its operations. If during a time during the TERM of this lease or any extension thereof:
 1. It is determined that such tenancy of the LESSEE is not in compliance with the provision of the aforesaid state statute or federal law, rule or regulation to the AIRPORT or the operations thereof;
 2. It is determined that LESSOR for any reason does not have the power and authority to enter into this lease; or
 3. It is determined that any part of this lease is in violation of any state or federal law, rules, or regulations;

Then in such event this agreement shall thereupon terminate and cease to be in force and the LESSOR shall be under no liability whatsoever to LESSEE for damages or otherwise be

reason of use or lack thereof of the PREMISES.

- 10.02 **Cancellation by LESSEE.** The LESSEE, in addition to any other rights of cancellation herein given to LESSEE, or any other rights to which the LESSEE may be entitled by law or otherwise, may cancel this lease by giving LESSOR sixty (60) days' advance written notice in the event of default by LESSOR under this lease continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such default from the LESSEE, upon or after the happening of any one of the following events:
- A. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.
 - B. Inability of the LESSEE to use, for a period in excess of sixty (60) days, the airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the Federal Aviation Administration, or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.
 - C. Default by the LESSOR in the performance of any covenant or agreement herein required to be performed by the LESSOR and failure of the LESSOR to remedy such default for a period of sixty (60) days after receipt from the LESSEE of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the LESSOR shall have remedied the default prior to receipt of the LESSEE's notice of cancellation.
 - D. Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of ninety (90) days from operating on and within the facility.
 - E. In the event of total destruction of the building or the PREMISES.
 - F. When the LESSEE's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the LESSOR's or the LESSEE's control.
- 10.03 No waiver of default by the LESSEE of any of the terms, covenants and conditions hereof to be performed, kept and observed by LESSOR, shall be construed to be or act as a waiver by the LESSEE of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by LESSOR.
- 10.04 Upon cancellation of this lease by the LESSEE, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this lease, excepting those which had accrued prior to such cancellation.
- 10.05 **Surrender of Possession.** At the termination of this Agreement, by expiration or otherwise, or of any renewal or extension thereof, LESSEE shall yield and deliver to LESSOR the leased premises promptly and in as good condition as reasonable use will permit, and LESSEE have the right at any time during the lease term, or any renewal or extension thereof, and within a reasonable time after the termination thereof, to remove its machinery, equipment and fixtures from the leased premises, subject to any lien which LESSOR may have to secure any unpaid rents or charges under this lease. After the removal of any such machinery, equipment and fixtures, LESSEE shall leave the leased premises in as good condition as received from LESSOR insofar as reasonable use, wear and tear will permit, or damage or destruction from any cause excepted; provided, however, that LESSOR shall have the right to purchase any such fixtures or equipment at LESSEE's financial book value.

ARTICLE XI. GENERAL PROVISIONS

- 11.01 **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 LESSEE to enter upon the PREMISES for the following purposes:

- A. To inspect the 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 PREMISES to prospective tenants, purchasers or other persons after receipt from LESSEE of LESSEE'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 LESSEE's notice not to renew this Lease, CITY may place upon the PREMISES signs indicating that it is available for rent in such form as shall be deemed suitable by CITY, which signs LESSEE shall permit to remain thereon without molestation. No authorized entry by CITY shall constitute an eviction of LESSEE or a deprivation of LESSEE's rights, alter the obligation of LESSEE, or create any right in LESSEE adverse to CITY'S interests hereunder. Notwithstanding anything to the contrary herein, LESSEE has informed CITY that LESSEE 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 LESSEE, and (ii) with an authorized representative of LESSEE present for such inspection.

- 11.02 **Redelivery of Premises.** LESSEE shall pay the rent and all other sums required to be paid by LESSEE 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 LESSEE of any of the covenants of LESSEE undertaken herein after expiration of all cure periods, this Lease may be terminated as herein provided.
- 11.03 **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.
- 11.04 **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.
- 11.05 **"LESSEE" AND "CITY".** As used in this Lease the term "LESSEE" means LESSEE and the successors and assigns of LESSEE; and the term "CITY" means CITY and the successors and assigns of CITY.
- 11.06 **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.
- 11.07 **Acts of God.** Except as otherwise provided herein, neither CITY nor LESSEE 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.
- 11.08 **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.
- 11.09 **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 LESSEE, at **1100 Airport Rd, Ste 114, Hutchinson, KS 67502** and to City of Hutchinson, c/o Airport Manager, Hutchinson Regional Airport, 1100 North Airport Road, Hutchinson, KS 67502, with a copy to City of Hutchinson, c/o City Attorney, P.O. Box 1567, Hutchinson, KS 67504-1567. In the

alternative, notice may be personally delivered to the Chief Executive Officer of LESSEE or the Airport Manager of CITY respectively.

- 11.10 **Indemnification Against All Claims**. LESSEE shall indemnify and protect, defend and hold LESSOR and its officers, agents and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, demands and costs (including all reasonable costs for investigation and defense attorneys fees, court costs and expert fees) of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of RESTAURANT or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent it may be caused by the negligence of LESSOR, its officers, agents, employees, contractors or subcontractors. LESSEE'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. LESSOR shall give to LESSEE reasonable notice of any such claims or actions. LESSEE shall also use counsel reasonably acceptable to LESSOR in carrying out its obligations hereunder. However, LESSEE 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. The provisions of this section shall survive the expiration or early termination of this Agreement.
- 11.11 **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.
- 11.12 **Kansas Law Governs**. This lease and the terms and conditions herein contained to shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.
- 11.13 **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.
- 11.14 **Withholding Required Approvals**. Whenever the approval of CITY or LESSEE is required herein, no such approval shall be unreasonably requested or withheld.
- 11.15 **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 LESSEE other than the relationship of LESSOR and LESSEE.
- 11.16 **Compliance with Laws**. The design of any facility (building or restroom facility) shall comply with the "Americans with Disabilities Act of 1990 Accessibility Guidelines," unless variances are received. It shall be the responsibility of LESSEE 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, local building, plumbing, mechanical and electrical codes. LESSEE shall have the right to contest by appropriate legal proceedings in the name of LESSEE 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 LESSEE and will execute and deliver any appropriate papers which may be necessary and proper to permit LESSEE 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 LESSEE 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 LESSEE 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.
- 11.17 **Memorandum of Lease**. LESSEE shall be entitled to record a memorandum or short form of this Lease in the Reno County Recorder's office, at LESSEE's cost, and CITY shall execute and

acknowledge same within ten (10) days after LESSEE's request therefore.

- 11.18 **Good Faith.** In the event that LESSEE 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 X.
- 11.19 **Invalid Provisions.** It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.
- 11.20 **Headings.** The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing agreement in Reno County, Kansas, on this _____ day of _____, 2016.

CITY OF HUTCHINSON, KANSAS

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer, City Clerk

APPROVED AS TO FORM:

Paul W Brown, City Attorney

Advanced Health Insurance Solutions



Brian Teichmann, President

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EXHIBIT A

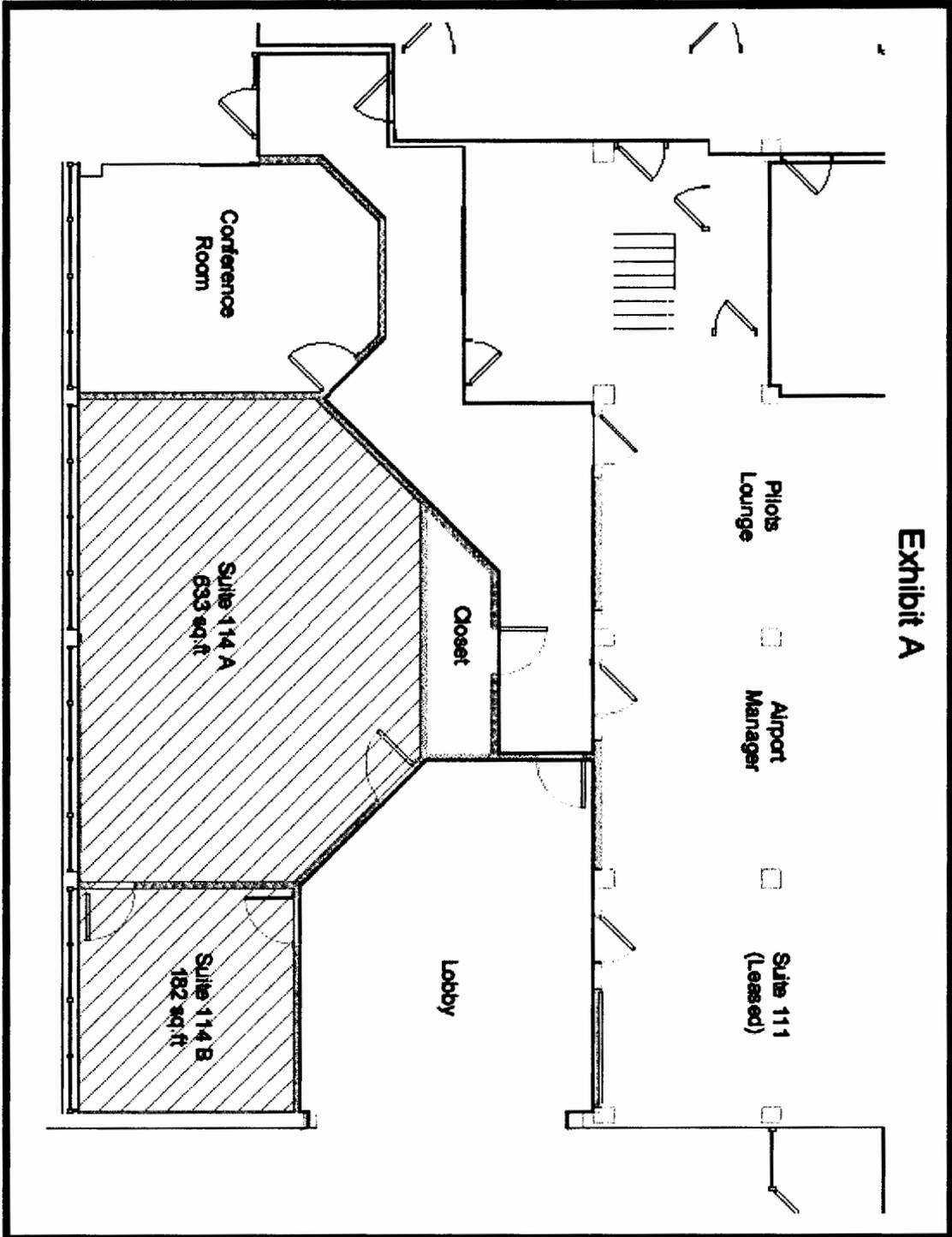


EXHIBIT B

SCHEDULE OF RENT AND CHARGES

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

C.1 Calculation of Base Rent for Office.

- A. The base rent for the Office to be paid by LESSEE to LESSOR is calculated using \$9.34 annually per square foot.
- B. As identified on Exhibit A, it is agreed that there are 815 square feet within the Office (Suite 114 A&B).
- C. Accordingly, the rent during the primary term of this Lease is \$7,610.44 annually, which shall be paid in monthly payments of \$634.20 per month, payable in advance, on the first day of each month until paid in full.

C.2 Rent Modification.

C.3 Renewal Options for Office Space. Upon agreement of both the CITY and the LESSEE this agreement may be renewed for up to three (3) successive one (1) year extensions.

- A. At the commencement of the first one (1) extension or renewal of this agreement, the base rental amount shall increase by one point five (1.5) percent over the base rental rate for the previous TERM. The following one (1) year extensions rental amount shall increase one point five (1.5) percent over the base rental rate for the previous term.

B. Renewal Option Schedule:

1 st 1-year option:	\$7,724.60/yr	\$643.72/mo
2 nd 1-year option:	\$7,840.47/yr	\$653.37/mo
3 rd 1-year option:	\$7,958.08/yr	\$663.17/mo

C.4 Additional Rent.

EXHIBIT C

OBLIGATION OF LESSEE

D.1 OPERATIONS.

A. Responsibilities Related to Operations.

1. LESSEE shall provide, at its own cost and attendants and employees (hereinafter collectively called employees) necessary for the efficient and satisfactory operation and maintenance of the concessions and reasonably necessary to carry out the provisions of this Agreement and render prompt and courteous service to the patrons of the Airport, the public and other users of the services.
2. Maintenance and repair of LESSEE's equipment will be at the LESSEE's sole expense. Furthermore, LESSEE hold LESSOR harmless for any malfunction or breakage of LESSEE's equipment.
 - a. Nothing in this paragraph shall prohibit LESSEE from offering employee price discounts to individuals who are working at the Airport and who are employed by any organization having a place of business at the Airport.
3. LESSEE shall prohibit and restrain its agents, servants and employees from loud and persistent announcement of its wares on or about the leased premises.
4. LESSEE shall furnish and maintain on the premises sufficient portable fire extinguishing units as may be required for the interior of all spaces and storage areas in accordance with applicable safety codes, risk management best practices, or as designated by LESSOR.

D.2 REPAIR AND MAINTENANCE OF PREMISES.

1. LESSEE has inspected and accepts the PREMISES in its present condition and acknowledges that the PREMISES, including any fixtures, improvements, and additions to be leasable and in good condition.
2. LESSEE shall maintain the 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 PREMISES. LESSEE shall repair all damages to the PREMISES caused by its employees, patrons, or its operation thereon.
3. LESSEE, at their sole expense, shall be responsible for and perform all maintenance, including but not limited to:
 - A. Janitorial services, providing cleaning services and janitorial supplies within the office .
 - B. LESSEE shall maintain and re-lamp all lights in office.
 - C. Cleaning and replacement of floor covering in office.
 - D. Maintenance of the wall coverings, including painting, on the interior walls of office.
 - E. LESSEE 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.
 - F. LESSEE is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by LESSEE in the electrical loading which could impact any such capacity, written consent shall be obtained from the Airport Manager. Any costs associated with upgrading these services shall be the responsibility of the LESSEE.

- ### D.3 Pest Management and Control. LESSEE shall be responsible and provide for a complete and comprehensive pest control program. LESSEE shall contract with a qualified and licensed pest control company and schedule sufficient pest control to minimize and alleviate outbreaks of mice, rats, cockroaches, ants, and other similar pests. If LESSEE refuses or neglects to commence or complete pest control program promptly and adequately, CITY may complete said work and LESSEE shall pay the cost hereof to CITY upon demand.

- D.4 **Trash & Refuse Disposal.** LESSEE 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. LESSEE 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 PREMISES, shall not be permitted.
- D.5 **TENANT Improvements.** Any requests for improving, updating or upgrading the premises, including but not limited to all alterations, additions, improvements, and repairs made thereto (but including all trade fixtures, decorations, hoods, furniture, equipment, signs shall be approved in advance by the CITY. LESSEE shall be responsible solely for the costs of any such tenant improvements.
- D.6 **Airport Security Requirements.** LESSEE shall comply with all applicable regulations relating to Airport security and shall control the LESSEE's premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

EXHIBIT E

OBLIGATION OF LESSOR

- E.1 **Access to Utility Services.** LESSOR shall provide skilled electrical tradesmen to maintain and/or troubleshoot existing outlets for public utility services including light, electric power, gas, sewage and telephone adequate to meet load requirements for the Restaurant.
- E.2 **Water and HVAC Systems.** LESSOR shall provide and furnish adequate water, heat and air conditioning systems in the leased premises within the Terminal Building, as shown on Exhibits "A".
- E.3 **Exhaust System.** LESSOR shall provide an exhaust which meets all code requirements but the LESSEE shall be responsible for routine maintenance of such systems.
- E.4 **Grounds Maintenance.** LESSOR shall repair and maintain in good condition the grounds of the Airport Terminal Building.
- E.5 **Fire Sprinklers.** LESSOR will provide required sprinkler mains and service; fixtures throughout the premises, if required by a governmental entity.
- E.6 **Code Compliance.** LESSOR will be responsible for keeping the building infrastructure in compliance with all fire, safety, and building codes.
- E.7 **Hazardous Materials Removal.** LESSOR remove, at LESSOR's expense, any asbestos in the Terminal Building which shall be required to be removed at any time by a governmental entity in connection with LESSEE's' construction, remodeling, refurbishment, maintenance or operations hereunder.
- E.8 **Maintenance Access.** LESSOR, its agents or employees, shall coordinate and have the right to enter upon said premises at any and all reasonable times to inspect the condition of the same.
- E.9 **Snow Removal.** LESSOR shall perform all snow removal activities around the Airport Terminal.
- E.10 **Dumpster Enclosures.** LESSOR shall provide adequate dumpster enclosures and access to the same in accordance with City codes.
- E.11 **Maintenance of Common Areas.** The City shall provide all maintenance and custodial services for the common areas in and around the Airport Terminal.
- E.12 **Parking Lot Maintenance.** LESSOR shall perform all maintenance and related repairs to the parking lot and connecting sidewalks.
- E.13 **Structural Maintenance.** Notwithstanding anything to the contrary contained herein, LESSOR shall maintain and repair the roof and other structural elements of the Terminal Building, and any air handling units, utility and sewer line services to the premises.
- E.14 **Pest Control.** CITY will provide pest control services for all areas of the Airport Terminal except those defined in the Lease Agreement.

INTER - OFFICE

COMMUNICATION

COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	SF
FOR ACTION	✓
INFORMATION ONLY	

DATE: January 14, 2016

TO: John Deardoff
City Manager

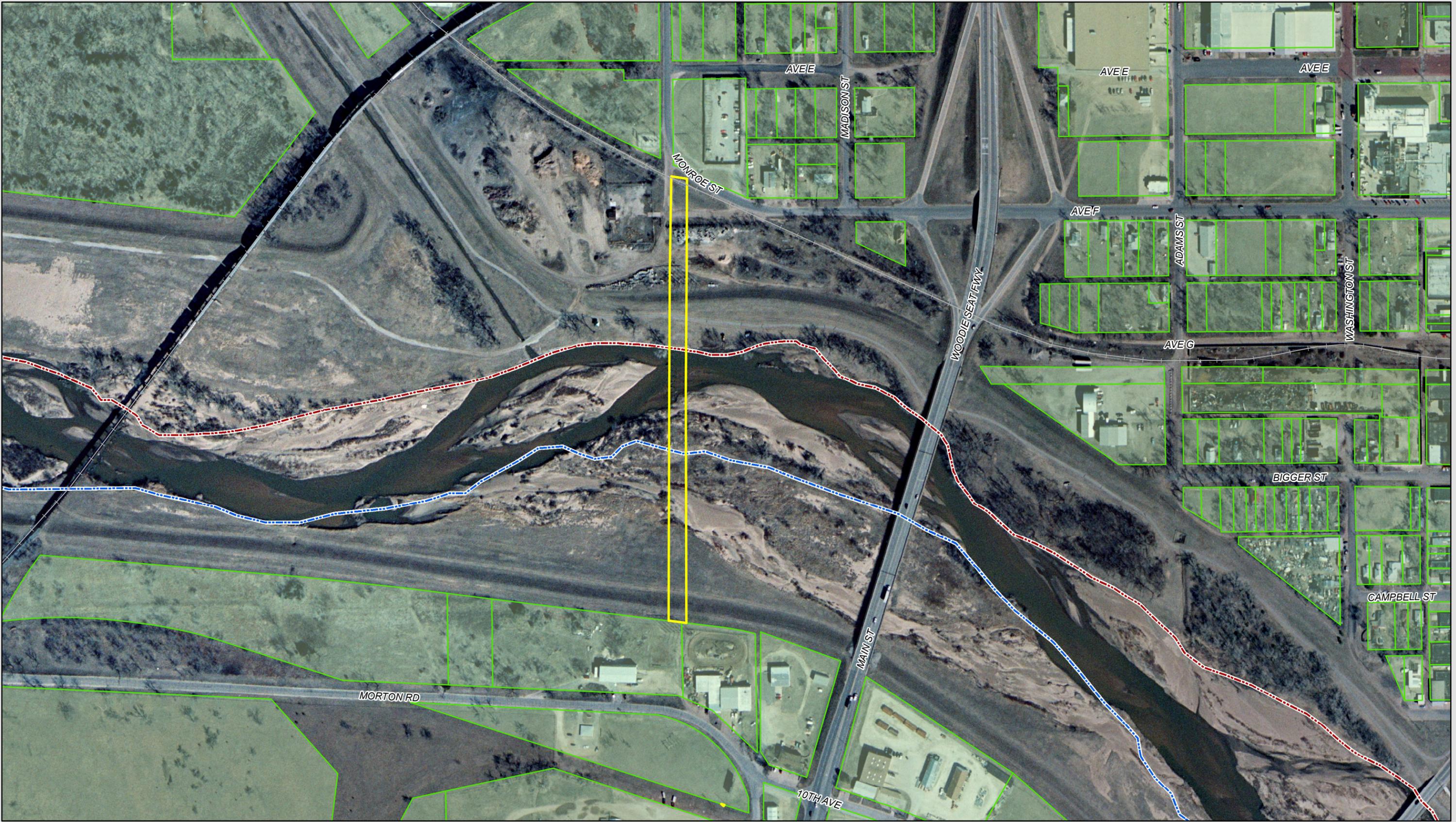
FROM: Brian J. Clennan, P.E. *BJC*
Director of Public Works

SUBJECT: Westar Easement Request

Westar has requested an easement to remove overhead power lines and install underground power lines across two City owned levees and the Arkansas River (see attached map). They have offered to compensate the City \$5,000.00 for the easements.

The Public Works and Law Departments have reviewed and approved the request. We recommend that the Council authorize the Mayor to sign the easements and other related documents.

Westar - Arkansas River Crossing



Legend

- Westar Easement (Approx)
- Property Lines
- Hutchinson City Limits
- South Hutchinson



GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Hutchinson, Kansas, a municipal corporation**, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto **WESTAR ENERGY, INC.**, a Kansas corporation (Grantee), its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Reno County, State of KANSAS, and described as follows:

A strip of land across **a tract in the Southeast Quarter (SE/4) of Section 14, Township 23 South, Range 6 West** of the 6th P.M., **Reno County, Kansas**, more particularly described on Exhibit "A," attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In

exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this ___ day of _____, 20__.

**City of Hutchinson, Kansas, a
municipal corporation**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

MUNICIPAL ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

On this ____ day of _____, 20__, before me, a Notary Public in and for said County and State aforesaid, personally appeared _____ and _____, to me personally known, being by me duly sworn, did say that the said _____ is the _____, and said _____ is the _____ of **City of Hutchinson, Kansas**, the Municipality that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council and they acknowledge said instrument to be the free and voluntary act and deed of said Municipality.

WITNESS my hand and seal the day and year last above written.

Notary Public

My appointment expires:

EXHIBIT A

A 50 foot KG&E Easement, being part of the Southeast Quarter of Section 14, Township 23 South, Range 6 West of the Sixth Principle Meridian, Reno County, Kansas, described (with bearings and distances determined from Kansas South Zone State Plane Coordinates) as Commencing at the Southeast corner thereof; thence S88°48'41"W, on the south line of said Southeast Quarter, a distance of 232.62 feet to the Point of Beginning; thence continuing, on said south line, a distance of 50.00 feet; thence N01°07'13"W, a distance of 414.63 feet; thence N05°54'11"E, a distance of 304.58 feet; thence S84°05'49"E, a distance of 50.00 feet; thence S05°54'11"W, a distance of 301.51 feet; thence S01°07'13"E, a distance of 411.50 feet to the Point of Beginning.

Said parcel contains 35,805.46 square feet, or 0.822± acres.



 <p>Savoy Company, P.A. Land Surveyors 433 S. Hydraulic, Wichita, KS 67211-1911</p> <p><small>PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com</small></p>	Hutchinson Ark River Crossing			
	COUNTY	OWNER: City of Hutchinson	TRACT NO.	PROJ. NO. 15-136
Reno		RN-D02.3	DATE: December 16, 2015	

LEGEND

-  = Property Line
-  = Permanent Easement
-  = Temporary Easement
-  = Easement in Right-of-Way

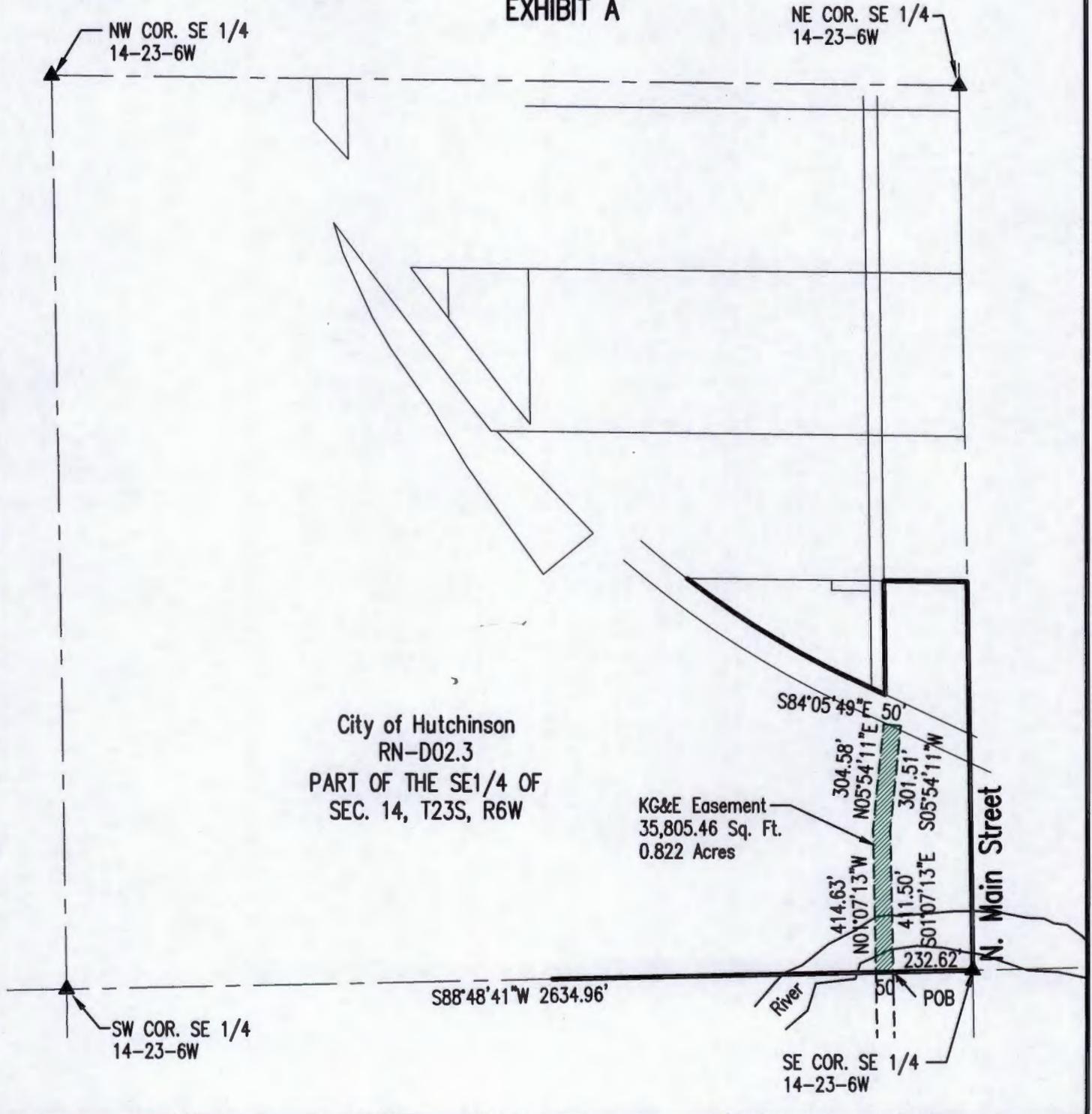
-  = Section Line
-  = Section Corner
- POC = Point of Commencement
- POB = Point of Beginning



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.



EXHIBIT A



City of Hutchinson
RN-D02.3
PART OF THE SE1/4 OF
SEC. 14, T23S, R6W

KG&E Easement
35,805.46 Sq. Ft.
0.822 Acres



Savoy Company, P.A.
Land Surveyors
433 S. Hydraulic, Wichita, KS 67211-1911
PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

COUNTY Reno		Hutchinson Ark River Crossing	
		OWNER: City of Hutchinson	



TRACT NO. RN-D02.3	PROJ. NO. 15-136
DATE: December 16, 2015	

WESTAR ENERGY
CONSTRUCTION CONDITIONS REPORT

Construction Conditions/Restrictions are subject to federal, state, and local regulations.

1. ~~None~~
2. Work in vicinity of City of Hutchinson
3. permits must be reviewed & approved
4. by the City of Hutchinson & the
5. Army Corps of Engineers.
- 6.
- 7.
- 8.
- 9.
- 10.

Owner Signature



Agent Signature

Date: 1-8-12

Tract Number: 00203
Project Name: Ark Valley
Project Number:

RIGHT OF WAY SETTLEMENT



Owner City of Hutchinson

Multiple owner _____ % Agent Bill Woodley

Project # 15-136 Line # _____ Tract # p02.3 Phone No 620-960-6448

Qtr SE, Section 14, Twp 23 S, Rng 6 EW, Reno County, KS

Or Lot _____, Block _____, Subdivision _____, City _____

The Owner has agreed to the sum of \$ 2,500.00 from WESTAR ENERGY in full settlement and consideration for a fully executed Grant of Right of Way for construction of an electric line on and across the premises described generally as above.

IRS Form W-9 attached

Owner's Signature _____ Phone Number _____

Special Requests:

1. _____
2. _____
3. _____
4. _____

CHECK TO: _____ Check Needed _____

Name: City of Hutchinson

Address: 125 E. Ave. B

City, State, Zip: Hutchinson, KS 67504-1567

Amount \$2,500.00

REMIT _____

Print Name _____

Date _____

Bus Unit _____ Oper. Unit 10000
 Acct _____ CF _____ WA _____
 Dept 06814 Proj _____
 JT _____

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Hutchinson, Kansas, a municipal corporation**, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto **WESTAR ENERGY, INC.**, a Kansas corporation (Grantee), its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Reno County, State of KANSAS, and described as follows:

Two strips of land across **tracts in the Northeast Quarter (NE/4) of Section 23, Township 23 South, Range 6 West** of the 6th P.M., **Reno County, Kansas**, more particularly described on Exhibit "A," attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In

exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this ___ day of _____, 20__.

**City of Hutchinson, Kansas, a
municipal corporation**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

MUNICIPAL ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

On this ___ day of _____, 20___, before me, a Notary Public in and for said County and State aforesaid, personally appeared _____ and _____, to me personally known, being duly sworn, did say that said _____ is the _____ and said _____ is the _____ of the **City of Hutchinson, Kansas, a municipal corporation**, that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council and they acknowledge said instrument to be the free and voluntary act and deed of said Municipality.

WITNESS my hand and seal the day and year last above written.

Notary Public

My appointment expires:

EXHIBIT A

A 50 foot KG&E Easement, being part of the Northeast Quarter of Section 23, Township 23 South, Range 6 West of the Sixth Principle Meridian, Reno County, Kansas, described (with bearings and distances determined from Kansas South Zone State Plane Coordinates) as Commencing at the Northeast corner thereof; thence S88°48'41"W, on the north line of said Northeast Quarter, a distance of 232.62 feet to the Point of Beginning; thence S01°07'13"E, a distance of 735.34 feet; thence N86°33'43"W, a distance of 11.05 feet; thence S01°24'10"E, a distance of 33.28 feet; thence N79°49'38"W, a distance of 39.93 feet; thence N01°07'13"W, a distance of 759.86 feet to a point on the north line of said Northeast Quarter; thence N88°48'41"E, on said north line, a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 37,873.41 square feet, or 0.869± acres.



 Savoy Company, P.A. <small>Land Surveyors</small> 433 S. Hydraulic, Wichita, KS 67211-1911 <small>PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com</small>	Hutchinson Ark River Crossing			
	COUNTY		TRACT NO.	PROJ. NO. 15-136
Reno	OWNER: City of Hutchinson	RN-D02.7	DATE: December 16, 2015	

LEGEND

-  = Property Line
-  = Permanent Easement
-  = Temporary Easement
-  = Easement in Right-of-Way

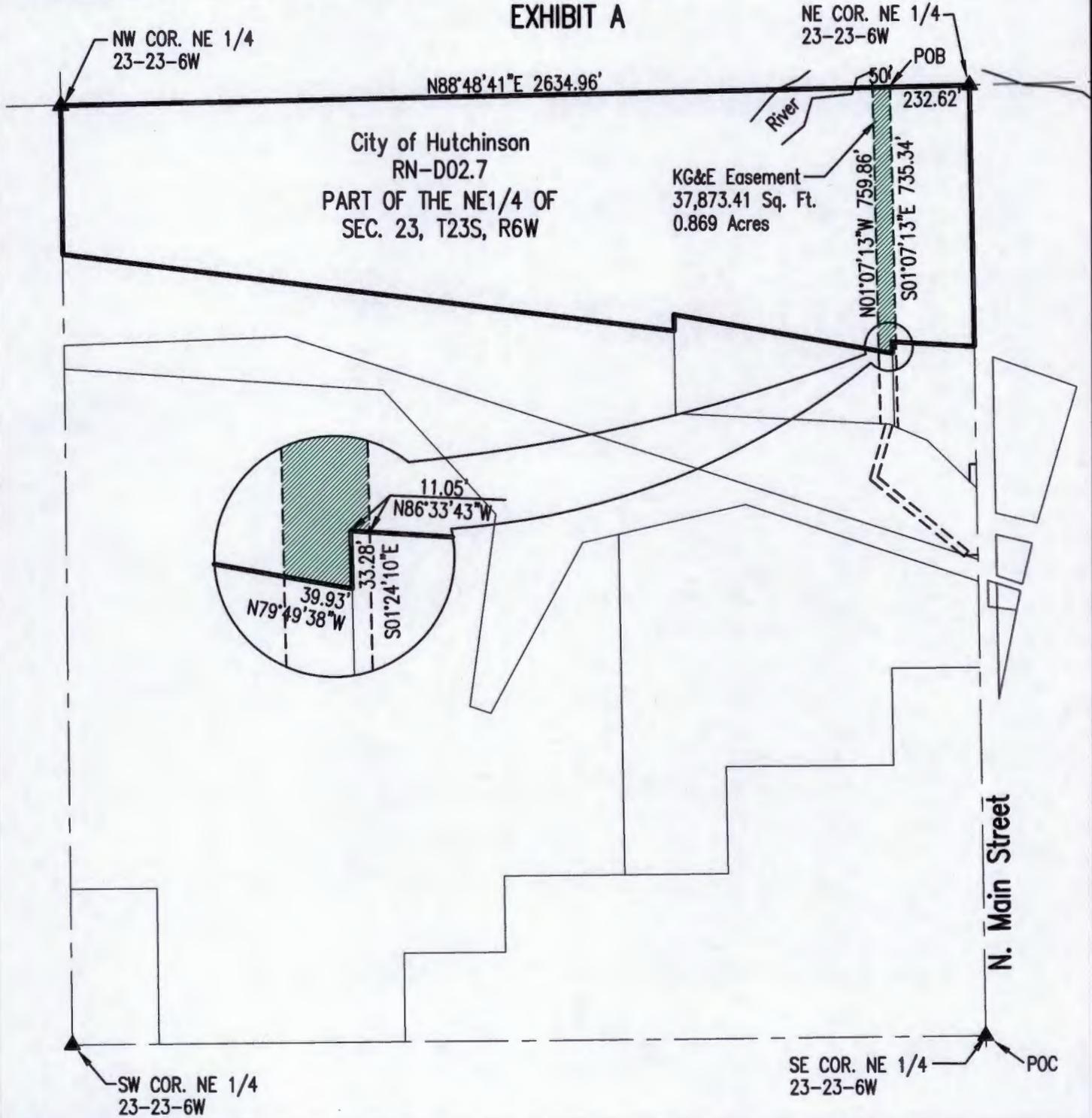
-  = Section Line
-  = Section Corner
- POC = Point of Commencement
- POB = Point of Beginning



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.



EXHIBIT A



 **Savoy Company, P.A.**
Land Surveyors
433 S. Hydraulic, Wichita, KS 67211-1911
PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

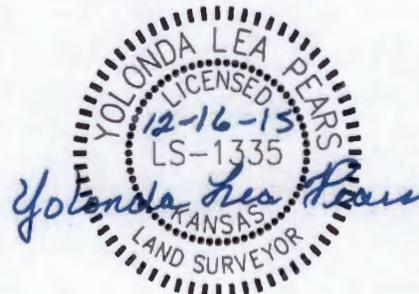
COUNTY		Hutchinson Ark River Crossing		OWNER: City of Hutchinson	
Reno		RN-D02.7	15-136	DATE:	December 16, 2015

 **Westar Energy**

EXHIBIT A

A KG&E Easement, described (with bearings and distances determined from Kansas South Zone State Plane Coordinates) as Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 23 South, Range 6 West of the Sixth Principle Meridian, Reno County, Kansas; thence N00°47'29"W, on the east line of said Northeast Quarter, a distance of 1388.09 feet; thence S89°12'31"W, a distance of 37.74 feet to the Point of Beginning; thence S39°04'36"W, a distance of 4.09 feet; thence N50°55'24"W, a distance of 10.59 feet; thence S72°03'59"E, a distance of 11.35 feet to the Point of Beginning.

Said parcel contains 2.85± square feet.



Savoy Company, P.A.
Land Surveyors
433 S. Hydraulic, Wichita, KS 67211-1911

PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

Hutchinson Ark River Crossing



COUNTY	OWNER: City of Hutchinson	TRACT NO.	PROJ. NO.
Reno		RN-D09	15-136
			DATE: December 16, 2015

LEGEND

-  = Property Line
-  = Permanent Easement
-  = Temporary Easement
-  = Easement in Right-of-Way

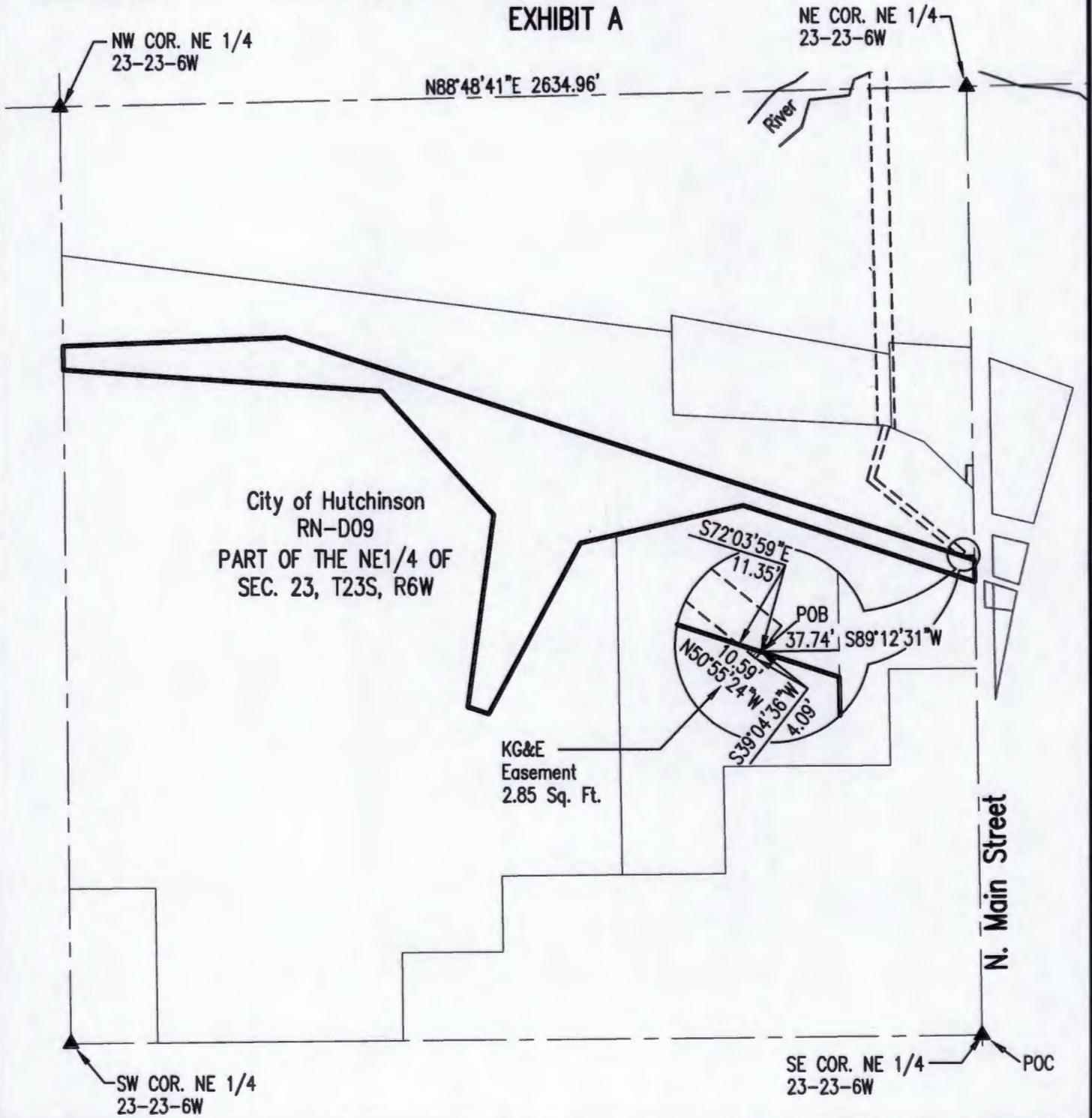
-  = Section Line
-  = Section Corner
- POC = Point of Commencement
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NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.



EXHIBIT A



 **Savoy Company, P.A.**
Land Surveyors
433 S. Hydraulic, Wichita, KS 67211-1911
PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

COUNTY		OWNER: City of Hutchinson	

Hutchinson Ark River Crossing			
		DATE: December 16, 2015	

WESTAR ENERGY
CONSTRUCTION CONDITIONS REPORT

Construction Conditions/Restrictions are subject to federal, state, and local regulations.

1. ~~XXXX~~
2. Work in vicinity of City of Hutchinson
3. Levees must be reviewed & approved by
4. the City of Hutchinson & Army Corps of
5. Engineers.
- 6.
- 7.
- 8.
- 9.
- 10.

Owner Signature



Agent Signature

Date: 1-8-16

Tract Number: D02.7 + D09
Project Name: At Valley
Project Number:

RIGHT OF WAY SETTLEMENT



Owner City of Hutchinson

Multiple owner _____ % Agent Bill Woodley

Project # 15-136 Line # _____ Tract # _____ Phone No 620-960-6448

Qtr NE, Section 23, Twp 23 S, Rng 6 EW, Reno County, KS

Or Lot _____, Block _____, Subdivision _____, City _____

The Owner has agreed to the sum of \$ 2,500.00 from WESTAR ENERGY in full settlement and consideration for a fully executed Grant of Right of Way for construction of an electric line on and across the premises described generally as above.

IRS Form W-9 attached

Owner's Signature _____ Phone Number _____

Special Requests:

1. _____
2. _____
3. _____
4. _____

CHECK TO: _____ Check Needed _____

Name: City of Hutchinson

Address: 125 East Ave. B

City, State, Zip: Hutchinson, KS

Amount \$ 2,500.00

REMIT _____

Print Name _____

Date _____

Bus Unit _____ Oper. Unit 10000

Acct _____ CF _____ WA _____

Dept 06814 Proj _____

JT _____

COUNCIL COMMUNICATION	
FOR MEETING OF	1/19/2016
AGENDA ITEM	5g
FOR ACTION	x
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager

FROM: Paul W. Brown, City Attorney 

DATE: January 14, 2016

RE: Memorandum of Understanding between the City of Hutchinson and Unified School District No. 308 for the School Resource Officer Program

BACKGROUND:

A previous agreement between the City of Hutchinson and Unified School District No. 308 dated July 22, 2003 provided school resource officers for the school district. This contract, identified as City Contract 2003 C 102, provided for three (3) officers from the Hutchinson Police Department, detailed the time period of service for the school resource officers divided the costs between the City and the school district.

The proposed Memorandum of Understanding between the City of Hutchinson and Unified School District No. 308 attached hereto details the obligations of the school resource officer, the City of Hutchinson and Unified School District No. 308. The number of school resource officers and the division of costs for these officers has been modified in the contract to reflect the current practice of the parties. Revisions to the contract were also necessary to comply with federal legislation impacting public school districts.

The Board of Unified School District No. 308 has approved the attached Memorandum of Understanding at a previous board meeting.

RECOMMENDATION:

Motion to approve the Memorandum of Understanding between the City of Hutchinson, Kansas and Unified School District No. 308, Reno County, Kansas, Relating to the School Resource Officer Program; and authorize the Mayor to sign.

PWB:lso

MEMORANDUM OF UNDERSTANDING

between

The City of Hutchinson, Kansas

and

Unified School District No. 308, Reno County, Kansas

Relating to the

School Resource Officer Program

This MEMORANDUM OF UNDERSTANDING (this “MOU”) is made as of this 1st Day of July, 2015 by and between the **City of Hutchinson, Kansas**, a Kansas municipal corporation and city of the first class (“the City”), and **Unified School District No. 308, Reno County, Kansas**, a political subdivision of the State of Kansas (the “District”).

RECITALS:

WHEREAS, the School Resource Officer (“SRO”) program is a joint undertaking of the District and the City; and

WHEREAS, the program includes cooperation with other agencies to enhance communication, delivery of prevention, intervention, and criminal justice education services and to maintain safe learning environments; and

WHEREAS, the SRO performs an institutional service for which the District otherwise would use District employees and is identified in the District’s annual notice of rights under the Family Educational Rights and Privacy Act (“FERPA”) as a school official with a legitimate educational interest in District student educational records.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged the City agrees to employ SROs to perform the duties described in this agreement, according to the terms and conditions set forth below:

1. Purpose of the SRO Program

The SRO program will focus on developing rapport with students, presenting information to students on various crime prevention subjects; providing law enforcement assistance to school personnel, parents and students; and identifying and counseling troubled youth, thereby diverting them from the criminal justice system. Such activities in the schools and the community are intended to help students, parents, and educators develop a better understanding of the roles of law enforcement officers.

2. SRO Obligations

a. The SROs will provide educational benefits to students by teaching curriculum units, leading classroom presentations and presenting assemblies covering topics including, but not limited to, administration of law and justice systems, substance abuse, safe driving, sexual harassment, child abuse, crime awareness and prevention, safety, and community policing activities.

b. The SROs will provide discussion and counseling services through classroom- based, small group-based, and individual sessions with students and conduct conferences with parents pertaining to law enforcement. Non-law enforcement issues will be referred to the school principals with SRO assistance as required.

c. The SROs will maintain a high level of visibility on the Hutchinson High School campus during the regular school day and by attending school activities and other school and community programs. Such assignments will be included in the SROs' regular duties in order to avoid the need for overtime compensation.

d. The SROs will be available to consult with and assist school administrators as an educational resource in understanding the application and enforcement of criminal laws.

e. The SROs will act as liaisons with various community youth services agencies and work with school personnel on student referrals to these agencies.

f. The SROs shall respond to emergency situations as requested by school administrators. The SROs shall respond in a customary manner according to training and standard law enforcement techniques to criminal activity which is observed or suspected by the SRO or school staff.

g. The SRO's primary responsibility will be to carry out the purpose of the program as outlined in Section 1 when schools are in session during the regular academic year.

h. The SROs shall be in uniform as directed by the Chief of the City Police Department ("Police Department").

i. The SRO's hours will be flexible, subject to the approval of the Chief of the Police Department, in order to carry out the purpose of the program as outlined in Section 1 above. At all times the SRO shall be an employee of the City and be subject to the supervision, evaluation and direction of the City's Chief of Police.

j. The SRO will, from time to time, have access to student educational records, shall keep and maintain the confidentiality of such educational records and shall not release or otherwise disclose such educational records except in accordance with FERPA and applicable federal and Kansas law. If, and to the extent the SRO has access to and uses student educational records, the SRO shall be subject to the direct control of the District with respect to the use and maintenance of such student educational records.

k. The SRO will cooperate with District school security personnel and shall be considered a part of the District's designated law enforcement unit

3. City Obligations

a. Upon the full approval and execution of this Agreement by the City and District and appropriation of necessary funds by the City and the District to pay the costs associated therewith, the City, with the concurrence of the superintendent, shall assign an SRO to the District's Hutchinson High School.

b. Hutchinson Police Department officers assigned to work as an SRO shall work on either full-time or part-time basis as determined by the City's Chief of Police consistent with the Police Departments staffing requirements..

c. SROs will work primarily during regularly scheduled school days but the parties agree that there may be instances when the SRO may work outside the school at the discretion of the Chief of the Police Department.

d. The City will cooperate with the District to schedule the SRO's working hours so that the SRO may be available for events either before or after regular school day hours and to minimize the SRO's overtime compensation.

e. The City shall pay fifty percent (50%) of the direct and indirect compensation of the SRO, including required federal and state income tax withholding, FICA and other mandatory payroll deductions.

f. SROs assigned pursuant to this MOU shall be made available to District no later than one week prior to opening day of the regular school year.

g. All SROs provided by the City shall be certified as law enforcement officers by the Kansas Commission on Peace Officers Standards and Training in accordance with K.S.A. 74-5601 et seq., as amended, and shall at all times have obtained and maintained the training and skills required for employment as a law enforcement officer by the City.

4. District Obligations

a. The District shall provide the SROs with the following resources: Office facilities in Hutchinson High School suitable for private consultations with District students, parents and employees, reasonably required office equipment and supplies, telephones, textbooks and related curricular materials for classes; teaching supplies; and other similar materials determined by the parties to be necessary or desirable to enable the SRO to carry out the SRO's duties contemplated by this MOU.

b. The Hutchinson High School principal and building administrators shall cooperate and work with the SROs.

c. The District shall provide training as required to SRO on school and education-related topics including, but not limited to, student disciplinary procedures, confidentiality of student educational records, special education issues, emergency safety and restraint procedures, student behavioral plans and student health and medication plans.

d. During the initial term of this MOU, the District shall reimburse the City for fifty percent (50%) of the direct and indirect compensation of the SRO, including required federal and state income tax withholding, FICA and other mandatory payroll deductions for the months during which school is in session upon receipt of the City's invoices therefor. Commencing as of the first renewal term beginning July 1, 2016, the District will reimburse the City each month in each renewal term for fifty percent (50%) of the direct and indirect compensation of the SRO, including required federal and state income tax withholding, FICA and other mandatory payroll deductions upon receipt of the City's invoices therefor. If, and to the extent, the District requests that the SRO be present for events before and after regular school day hours and compliance with such requests obligates the City to provide the SRO with overtime compensation, the District will also reimburse the City for such overtime compensation.

5. Planning Meetings

The Chief of the Police Department and the District's Superintendent of Schools or their designated representatives shall meet and confer as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this MOU.

6. Term of Agreement

This MOU shall be effective for an initial term commencing as of July 1, 2015 and ending June 30, 2016 and, thereafter, shall automatically renew for successive one (1) year terms commencing on July 1 of each calendar year unless either party shall give written notice to the other party on or before May 15 during the initial and then-current renewal term of such party's intent to terminate this Agreement as of the end of the current term. Notwithstanding anything in this MOU to the contrary. In addition, this MOU may be terminated at any time by either party upon not less than 90 days written notice to the other party.

7. Third Parties and Assignment

This MOU is for the sole benefit of the parties hereto and no person or entity shall have any rights under this agreement as a third-party beneficiary. Neither party may assign any of their respective rights, duties or responsibilities under this MOU without the prior written consent of the other party.

8. Incorporation by Reference; Entire Agreement

In accordance with K.S.A. 72-8201c, as amended, the provisions of the District's Uniform Contractual Addendum attached hereto are incorporated herein by reference. This MOU represents the entire agreement between the parties with respect to the subject matter hereof notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment or modification to this MOU shall be valid unless the same is in writing and signed by the authorized representatives of the parties hereto. .

[The balance of this page intentionally left blank]

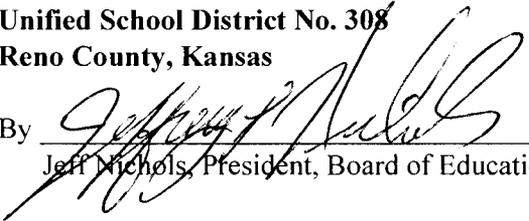
IN WITNESS WHEREOF, the parties have executed and delivered this MOU as of the date first above written.

The City of Hutchinson, Kansas

Attest:

By _____
Jade Piros de Carvalho, Mayor

Karen Weltmer, City Clerk
[Seal]

**Unified School District No. 308
Reno County, Kansas**
By 
Jeff Nichols, President, Board of Education

Attest:

Molly Carson, Clerk, Board of Education
[Seal]



**UNIFIED SCHOOL DISTRICT NO. 308
RENO COUNTY, KANSAS
UNIFORM CONTRACTUAL PROVISIONS ADDENDUM**

This Contractual Provisions Addendum (this "Addendum") shall be attached to, and the provisions hereof incorporated by reference in, all contracts and agreements (each, an "Agreement") between Unified School District No. 308, Reno County, Kansas (the "District") and other parties (each, a "Contractor").

In accordance with K.S.A. 72-8201c, as amended, the District and the Contractor under the Agreement to which this Addendum is attached agree that the provisions of this Addendum are incorporated in said Agreement and made a part thereof.

1. Kansas Law and Venue. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas and jurisdiction and venue of any action in connection with this Agreement shall reside only in the courts located in the state of Kansas. Provisions contained in any Agreement which declare that the Agreements shall be governed by the laws of a state other than the State of Kansas or provide that the District shall be subject to the jurisdiction of any court other than a court of the State of Kansas shall be void and unenforceable.

2. Terms Herein Control. It is expressly agreed that the each and every provision of this Addendum shall prevail and control over the terms of any other conflicting provision in any other document relating to or constituting a part of the Agreement to which this Addendum is attached. Any terms that conflict with or may be construed to conflict with the provisions of this Addendum shall be null and of no effect.

3. Kansas Cash Basis and Budget Laws. The authority of the District to enter into the Agreement to which this Addendum is attached is subject to the provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to assure that the Contractor and the District shall at all times be in conformity with such laws. It is a condition of this Addendum that the District reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such laws. Termination of the Agreement for purposes of this paragraph shall be without penalty to the District.

4. Termination Due to Lack of Funding Appropriation. If, in the judgment of the District's governing body, sufficient funds are not appropriated to continue the function performed by this Agreement and for the payment of the charges hereunder, the District may terminate this Agreement at the end of its then-current fiscal year. The District 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 Agreement 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 to the District under this Agreement. The District will pay to the Contractor all payments incurred under this Agreement through the end of such fiscal year plus contractual charges incident to the return of any such equipment. Upon such termination of this Agreement by the District, title to any such equipment shall revert to Contractor at the end of such fiscal year. The termination of this Agreement pursuant to this paragraph shall not cause any penalty to be charged to the District or the Contractor.

5. Disclaimer of Liability. The District shall not hold harmless or indemnify the Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). In addition, the District shall not indemnify or hold harmless the Contractor against damages, injury or death resulting from the actions or failure to act on the part of any party to the Agreement to which this Addendum is attached or on the part of any other person other than the Board of Education of the District or the District. Provisions contained in any Agreement contrary to this Paragraph 4 shall be void and unenforceable.

6. 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.*) 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 Agreement may be cancelled, terminated or suspended, in whole or in part, by the District; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the District. The provisions of this paragraph 5, other than those relating to compliance with the ADA, are not applicable to a Contractor who employs fewer than four employees during the term of the Agreement or which receives aggregate consideration pursuant to all Agreements between the District and Contractor of \$5,000 or less

during any fiscal year commencing July 1 and ending June 30 of the succeeding calendar year.

7. Arbitration and Enforcement, Damages, Warranties. Notwithstanding any provision to the contrary included in the Agreement to which this Addendum is attached, the District does not agree to (1) binding arbitration or to payment of damages or penalties (2) that disputes relating to or actions to enforce the Agreement may be submitted to the jurisdiction of courts other than those of the State of Kansas, (3) to pay damages or penalties upon the occurrence of a contingency or (4) to pay attorney fees or late payment charges in excess of those available under the Kansas Prompt Payment Act (K.S.A. 75-6403) and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit any warranties, damages or remedies available to the District including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority to Contract. By signing the Agreement to which this Addendum is attached, the representative of the Contractor represents and warrants that such person is duly authorized by the Contractor to execute the Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof and of this Addendum.

9. Responsibility for Taxes. The District shall not be responsible for payment, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied in connection with or with respect to the Agreement to which this Addendum is attached.

10. Insurance. The District shall not be required to purchase any insurance against loss or damage to any property or any subject matter relating to the Agreement to which this Addendum is attached, nor shall the Agreement be construed to require the District 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 to which Contractor holds title.

11. Information. No provision of the Agreement to which this Addendum is attached shall be construed to limit the access of the Kansas Legislative Division of Post Audit to information pursuant to K.S.A. 46-110, *et seq.*

PREPARED 01/13/2016, 8:36:51
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 01/13/2016 CHECK DATE: 01/13/2016

COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	5b
FOR ACTION	✓
FOR INFORMATION ONLY	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	
NO		NO NO						
0000854	00	AAA AMERICAN FLAG						
25887		0092	01	01/12/2016	046-0000-112.00-00	FLAGS	290.40	
						VENDOR TOTAL *	290.40	
0006550	00	AARON W. WALTON						
16UNIF/WALTON		000070	01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0002736	00	ABCREATIVE, INC						
15980		002421	01	01/12/2016	001-6950-563.32-19	WOOD CHIPS	EFT: 6,528.00	
						VENDOR TOTAL *	.00	6,528.00
0006550	00	ADAM M. STEWART						
16UNIF/STEWART		000044	01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000133	00	ADVANCE TERMITE & PEST CTRL, INC						
213184		002422	01	01/12/2016	001-6215-552.29-57	ANIMAL REMOVAL	EFT: 60.00	
						VENDOR TOTAL *	.00	60.00
0007323	00	AETNA-HARTFORD						
0284009/001		0093 V00064	01	01/12/2016	032-9210-432.21-70	JAN 16 INV	12,966.36	
						VENDOR TOTAL *	12,966.36	
0000139	00	AGRI CENTER						
IA39725		002283	01	01/06/2016	001-6310-554.32-16	UNIT #62 PARTS	56.39	
						VENDOR TOTAL *	56.39	
0005439	00	AIRGAS USA, LLC						
9046898027		0094	01	01/12/2016	046-0000-112.00-00	GLOVES	73.68	
						VENDOR TOTAL *	73.68	
0004858	00	ALLDATA						
FW977183		002282	01	01/06/2016	001-6320-555.29-57	2016 RENEWAL ONLINE DIAGN	1,500.00	
						VENDOR TOTAL *	1,500.00	
0001256	00	APAC, INC - SHEARS DIV						
SIP#13-07/FINAL002331		002331	01	01/07/2016	088-9900-650.29-00	FINAL WALDRON/23RD - 30TH	2,484.00	
						VENDOR TOTAL *	2,484.00	
0000249	00	APPLE LANE ANIMAL HOSPITAL PA						
196369		002364	01	01/11/2016	001-6945-562.21-70	VET SERVICES	1,234.55	
196363		002423	01	01/12/2016	044-7420-700.29-52	VET SERVICES	335.00	
196363		002424	01	01/12/2016	044-7420-700.29-57	VET SERVICES	90.00	
						VENDOR TOTAL *	1,659.55	
0002141	00	ARNOLD GROUP, THE						
2189267		002363	01	01/11/2016	001-4120-462.29-57	RRIP PROGRAM TEMP/122715	454.40	
						VENDOR TOTAL *	454.40	
0000215	00	AT&T						

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
0000215	00	AT&T						
6350512212	DEC15002284		01	01/06/2016	001-6995-693.26-40	DEC 15 SERVICE/EASTSIDE	83.85	
VENDOR TOTAL *							83.85	
0000227	00	B & B HYDRAULICS, INC						
3007610	002285		01	01/06/2016	001-6310-554.32-16	UNIT #98 HYDLINE	EFT:	223.58
VENDOR TOTAL *							.00	223.58
0000965	00	BILL HAEN WELDING						
1	002425		01	01/12/2016	001-6470-557.29-57	SPREADER BAR/PAINT MACHIN	285.00	
1A	002426		01	01/12/2016	001-6470-557.29-57	PAINT MACHINE DOLLY	1,682.50	
VENDOR TOTAL *							1,967.50	
0004504	00	BLUBAUGH, ECHO						
010516KANSASCIT0095	V00066		01	01/12/2016	001-6950-563.22-40	PER DIEM TRAINING KS CITY	120.00	
VENDOR TOTAL *							120.00	
0005040	00	BOBBI MULL						
1639MULL	0068	V00039	01	01/08/2016	048-0000-630.29-00	RICE 010316/B MULL	50.00	
VENDOR TOTAL *							50.00	
0006550	00	BRADLEY J. HIEBERT						
16UNIF/HIEBERT	000058		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0000377	00	BRANSCOM STEVE						
000032587	UT		04	01/13/2016	051-0000-110.01-00	REF CREDIT/4308 N HALSTEA	29.94	
VENDOR TOTAL *							29.94	
0006550	00	BRECK A. HELLER						
16UNIF/HELLER	000081		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0006550	00	BRIAN D. MENCL						
16UNIF/MENCL	000063		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0006550	00	BRIAN R. WINTERS						
16UNIF/WINTERS	000095		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0006550	00	BRYAN A. GOBLE						
16UNIF/GOBLE	000030		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0006757	00	BUILDING CONTROLS & SERVICES						
15993	002427		01	01/12/2016	044-7420-700.27-10	HEAT REPAIR	331.00	
VENDOR TOTAL *							331.00	
0005040	00	CARMEL WHITE						

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
0005040	00	CARMEL WHITE						
1273WHITE	002365		01	01/11/2016	048-0000-630.29-00	HBS 122615/C WHITE	50.00	
						VENDOR TOTAL *	50.00	
0006550	00	CAROLYN K. HERNDON						
16UNIF/HERNDON	000033		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0004811	00	CARQUEST OF HUTCHINSON						
6869195542	002286		01	01/06/2016	001-6310-554.32-16	ENG #5 PARTS	87.90	
6869197153	0096	V00067	01	01/12/2016	001-6310-554.32-16	BRAKE PARTS ENG #6	201.68	
6869196716	0097	V00068	01	01/12/2016	001-6310-554.32-16	FREIGHT BRK ROTORS	605.00	
6869196997	0098	V00069	01	01/12/2016	001-6310-554.32-16	BRAKE ROTOR ENG #7	990.00	
						VENDOR TOTAL *	1,884.58	
0005040	00	CATHY KELLEY						
1557KELLEY	0069	V00040	01	01/08/2016	048-0000-630.29-00	RICE 010216/C KELLEY	50.00	
						VENDOR TOTAL *	50.00	
0006641	00	CBS MANHATTAN, LLC						
615612	002428		01	01/12/2016	089-9900-650.29-00	LOCK/DOOR PARTS/PO 160211	EFT:	4,239.70
						VENDOR TOTAL *	.00	4,239.70
0006715	00	CENTRAL NEBRASKA PACKING, INC						
029187	002429		01	01/12/2016	001-6945-562.32-06	FELINE AND BIRD DIET	542.00	
						VENDOR TOTAL *	542.00	
0000349	00	CENTRAL WELDING & MACHINE, LLC						
4368	0070	V00041	01	01/08/2016	001-6310-554.32-16	UNIT #542 PARTS	73.00	
						VENDOR TOTAL *	73.00	
0006550	00	CHAD L. ALLEN						
16UNIF/ALLEN	000075		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0002740	00	CHIEF-LAW ENFORCEMENT SUPPLY						
431403	002431		01	01/12/2016	001-7130-502.32-21	BADGE	154.23	
435052	002430		01	01/12/2016	001-7410-481.32-21	CLOTHING	48.45	
429549	002432		01	01/12/2016	001-7410-481.32-21	NAME PLATE	28.47	
430439	002433		01	01/12/2016	001-7410-481.32-21	EQUIPMENT	78.97	
						VENDOR TOTAL *	310.12	
0006550	00	CHRISTOPHER D. PARSONS						
16UNIF/PARSONS	000087		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	CHRISTOPHER M. LEDBETTER						
16UNIF/LEDBETTE	000061		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	CODY YOUNG						

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
0006550	00	CODY YOUNG						
16UNIF/YOUNG	000096		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	COLIN R. KENNEDY						
16UNIF/KENNEDY	000035		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000459	00	COLLADAY HARDWARE CO						
6032357	002434		01	01/12/2016	001-6940-561.32-14	CABLE TIES	74.72	
6032667	002435		01	01/12/2016	001-6940-561.32-14	CART SERVICE/PARK	190.88	
6032843	0099		01	01/12/2016	046-0000-112.00-00	GLOVES	395.88	
6032697	0100		01	01/12/2016	046-0000-112.00-00	HARDWARE	16.67	
						VENDOR TOTAL *	678.15	
0002868	00	CONRAD FIRE EQUIPMENT, INC						
504057	002287		01	01/06/2016	001-6310-554.32-16	TRK #3 PARTS	385.92	
						VENDOR TOTAL *	385.92	
0007218	00	CONSTRUCTION SPECIALTIES, INC						
A235032394	002436		01	01/12/2016	001-6940-561.27-10	ACOUSTICAL TILES	510.00	
						VENDOR TOTAL *	510.00	
0000487	00	COOPER TIRE SERVICE INC						
1214359	002288		01	01/06/2016	001-6310-554.32-16	UNIT #300 WHEELS & TIRES	496.28	
1214887	002289		01	01/06/2016	001-6310-554.32-16	UNIT #42 TIRE REPAIR	36.05	
1214996	002290		01	01/06/2016	001-6310-554.32-16	UNIT #62 NEW TIRES	1,181.82	
1215003	002291		01	01/06/2016	001-6310-554.32-16	UNIT #222 TIRE REPAIR	20.60	
1215005	002292		01	01/06/2016	001-6310-554.32-16	UNIT #39 TIRE REPAIR	191.39	
1GS215009	002346		01	01/08/2016	001-6310-554.32-16	UNIT #204 TIRES	285.22	
1215011	002347		01	01/08/2016	001-6310-554.32-16	UNIT #224 TIRE REPAIR	20.60	
1215020	002348		01	01/08/2016	001-6310-554.32-16	UNIT #2 TIRE REPAIR	36.05	
1215068	0071	V00042	01	01/08/2016	001-6310-554.32-16	UNIT #42 TIRE REPAIR	39.14	
1215133	0072	V00043	01	01/08/2016	001-6310-554.32-16	ENG #4 TIRE REPAIR	53.55	
1215197	0073	V00044	01	01/08/2016	001-6310-554.32-16	UNIT #569 TIRE REPAIR	23.69	
1214812	002437		01	01/12/2016	001-7230-522.32-16	CREDIT RETREAD TIRES	57.00	
						VENDOR TOTAL *	2,327.39	
0006550	00	CORBY R. MILLER						
16UNIF/MILLER	000064		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000493	00	COUNTRY JUNCTION CLINIC						
0011345	002438		01	01/12/2016	044-7420-700.29-52	SPRAY	85.00	
						VENDOR TOTAL *	85.00	
0006550	00	CRAIG A. WALLE						
16UNIF/WALLE	000093		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	CRAIG M. ROTHE						

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						
C194503#1	000101		01	01/12/2016	048-0000-630.29-01	RESTITUTION/M MATLOCK	75.00	
						VENDOR TOTAL *	75.00	
0005913	00	DILLONS LOSS PREVENTION						
MC1500812FINAL	000103		01	01/12/2016	048-0000-630.29-01	RESTITUTION/DAVID MALEY	10.40	
						VENDOR TOTAL *	10.40	
0005913	00	DILLONS LOSS PREVENTION						
C193911FINAL	000102		01	01/12/2016	048-0000-630.29-01	RESTITUTION/M JOHNSON	5.68	
						VENDOR TOTAL *	5.68	
0006550	00	DONALD S. HOBBS						
16UNIF/HOBBS	000059		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0002697	00	DOONAN TRUCK & EQ OF WICHITA. INC.						
WC71386	002294		01	01/06/2016	001-6310-554.32-16	UNIT #9 PARTS & REPAIR	13,575.59	
						VENDOR TOTAL *	13,575.59	
0005639	00	DOUBLE CHECK COMPANY, INC.						
SMI25177	0102	V00073	01	01/12/2016	001-6320-555.27-30	REPAIRS TO FUEL ISLAND	1,317.84	
						VENDOR TOTAL *	1,317.84	
0006550	00	DOUGLAS J. REEVES						
16UNIF/REEVES	000089		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	DOUGLAS L. HANEN						
16UNIF/HANEN	000020		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000460	00	DPC ENTERPRISES, L.P.						
28200052215	002295		01	01/06/2016	051-6621-491.32-03	CAUSTIC SODA TOTES/CHEM	1,503.27	
						VENDOR TOTAL *	1,503.27	
0006550	00	EDVAR G. AGUIRRE						
16UNIF/AGUIRRE	000074		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0005405	00	EHLING CUSTOM MILLS INC						
16087	0103	V00074	01	01/12/2016	001-6945-562.32-06	ALFALFA PELLET	424.92	
						VENDOR TOTAL *	424.92	
0006459	00	EMPAC, INC						
2087	0074	V00045	01	01/08/2016	032-9210-432.21-70	JAN-MAR16 EAP SERVICES	2,143.02	
						VENDOR TOTAL *	2,143.02	
0003573	00	ENTERPRISE RENT-A-CAR						
9500-1108-7473	002441		01	01/12/2016	001-6215-552.29-60	TRAVEL TO TRAINING	72.00	

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
0003573	00	ENTERPRISE RENT-A-CAR						
						VENDOR TOTAL *	72.00	
0000686	00	FASTENAL CO						
KSHUT186696	002296		01	01/06/2016	001-6310-554.32-16	STOCK FASTENERS	7.17	
						VENDOR TOTAL *	7.17	
0001692	00	FBI-LEEDA						
9724-16	0105	V00076	01	01/12/2016	001-7110-500.29-53	DUES/YINGLING	50.00	
1558-16	0106	V00077	01	01/12/2016	001-7110-500.29-53	DUES/HEITSCHMIDT	50.00	
6724-16	0104	V00075	01	01/12/2016	001-7130-502.29-53	DUES/HOOVER	50.00	
8012-16	0107	V00078	01	01/12/2016	001-7130-502.29-53	DUES/ROBERTSON	50.00	
						VENDOR TOTAL *	200.00	
0000694	00	FEE INSURANCE GROUP INC						
COLLINS/NOTARY	0108	V00079	01	01/12/2016	001-7310-480.29-57	B COLLINS NOTARY	50.00	
381123	0055	V00026	01	01/07/2016	035-9840-474.25-60	EXCESS WORK COMP PREMIUM	92,148.00	
381124	0056	V00027	01	01/07/2016	035-9840-474.25-53	AIRPORT LIABILITY RENEWAL	7,920.00	
						VENDOR TOTAL *	100,118.00	
0000699	00	FERGUSON ENTERPRISES INC						
2371938	002345		01	01/07/2016	050-6971-573.27-30	WATER HEATER/STEAKHOUSE	3,747.88	
						VENDOR TOTAL *	3,747.88	
0001859	00	FIRE ENGINEERING						
651563017/2016	0110	V00081	01	01/12/2016	001-7210-520.31-02	RENEWAL/LANG	21.00	
						VENDOR TOTAL *	21.00	
0002406	00	FIRE-TRONICS, INC.						
12390	002443		01	01/12/2016	001-6970-564.29-57	ALARM REPAIR/MEM HALL	102.85	
						VENDOR TOTAL *	102.85	
0000735	00	FLUID EQUIPMENT CO						
5357083	002297		01	01/06/2016	052-6510-494.32-14	PARTS FOR WATER PUMP	703.40	
						VENDOR TOTAL *	703.40	
0000742	00	FOLEY EQUIPMENT CO.						
PS000062662	002349		01	01/08/2016	001-6310-554.32-16	FREIGHT CHARGES	EFT:	20.00
PS000062907	0111	V00082	01	01/12/2016	001-6310-554.32-16	NEW MIRROR UNIT #567	EFT:	59.12
						VENDOR TOTAL *	.00	79.12
0000745	00	FORMS SYSTEMS COMPANY						
9113	002367		01	01/11/2016	046-0000-112.00-00	PRINTING	49.50	
						VENDOR TOTAL *	49.50	
0005377	00	FORT BEND SERVICES, INC						
0200223	002442		01	01/12/2016	052-6510-494.32-03	POLYMER/PO #150039	10,350.00	
						VENDOR TOTAL *	10,350.00	
0000776	00	GADES SALES CO 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
0000776	00	GADES SALES CO INC						
0067232	002444		01	01/12/2016	001-6215-552.32-14	PROJECT LENSES	EFT:	581.00
0067251	002445		01	01/12/2016	001-6215-552.32-14	RESTOCK LENSES	EFT:	1,456.55
0067250	002446		01	01/12/2016	001-6215-552.32-14	3 SECT POLY LENSES	EFT:	882.00
0067301	002447		01	01/12/2016	001-6215-552.32-14	CABINET REPAIR BRACKET	EFT:	63.15
0067565	002448		01	01/12/2016	001-6215-552.32-14	VANTAGE CAMERA ADJUSTMENT	EFT:	1,350.00
0067716	002449		01	01/12/2016	001-6215-552.32-14	RESTOCK LENSES	EFT:	867.12
						VENDOR TOTAL *	.00	5,199.82
0006550	00	GARRETT C. EDIGER						
16UNIF/EDIGER	000055		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	GARY D. MARTINEZ						
16UNIF/MARTINEZ	000038		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	GARY P. BAUDOIN						
16UNIF/BAUDOIN	000051		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	GERALD L. WIENS						
16UNIF/WEINS	000048		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0005984	00	GOLDSTAG SECURITY						
9103	002368		01	01/11/2016	001-6945-562.29-57	DEC 15 SECURITY	600.00	
						VENDOR TOTAL *	600.00	
0006550	00	GREGORY A. HENKE						
16UNIF/HENKE	000032		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	GREGORY R. LANKER						
16UNIF/LANKER	000084		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000964	00	HACH COMPANY						
9716093	002298		01	01/06/2016	052-6510-494.32-13	HOSE FOR SAMPLERS	240.84	
						VENDOR TOTAL *	240.84	
0006062	00	HARE, CHRISTY M.						
87	002366		01	01/11/2016	001-6945-562.29-57	WEBMASTER SERVICES DEC15	20.00	
						VENDOR TOTAL *	20.00	
0005795	00	HD SUPPLY WATERWORKS LTD						
E752939	002350		01	01/08/2016	051-6624-492.32-18	PLUMBING SUPPL/PO 150390	11,531.00	
E939755	002369		01	01/11/2016	089-9900-650.29-00	PLUMBING SUPPLIES	169.00	
						VENDOR TOTAL *	11,700.00	
0006713	00	HENRY SCHEIN ANIMAL HEALTH						

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
0006713	00	HENRY SCHEIN ANIMAL HEALTH							
JB50593	002450		01	01/12/2016	044-7420-700.32-13	VET SUPPLIES	522.80		
						VENDOR TOTAL *	522.80		
0005539	00	HILL'S PET NUTRITION SALES, INC.							
224760797	002451		01	01/12/2016	044-7420-700.32-06	FOOD	102.24		
224371847	002452		01	01/12/2016	044-7420-700.32-06	FOOD	33.63		
						VENDOR TOTAL *	135.87		
0000981	00	HILTON RADIATOR SERVICE							
0015174	002299		01	01/06/2016	001-6310-554.32-16	UNIT #542 RADIATOR	40.00		
						VENDOR TOTAL *	40.00		
0001013	00	HUTCHINSON PUBLISHING CO							
12440/594513	0112	V00083	01	01/12/2016	088-9900-650.29-00	BID ADVERTISEMENT C&MAIN	EFT:		392.34
						VENDOR TOTAL *	.00		392.34
0001006	00	HUTCHINSON REGIONAL MEDICAL CENTER							
110415	002374		01	01/11/2016	001-6945-562.29-57	ANNUAL MAINT/AED UNITS	103.00		
110415	002373		01	01/11/2016	001-6980-565.29-57	ANNUAL MAINT/AED UNITS	103.00		
110415	002376		01	01/11/2016	001-7150-504.29-57	ANNUAL MAINT/AED UNITS	60.00		
110415	002370		01	01/11/2016	001-7230-522.27-50	ANNUAL MAINT/AED UNITS	446.00		
110415	002372		01	01/11/2016	009-6930-571.29-57	ANNUAL MAINT/AED UNITS	60.00		
110415	002371		01	01/11/2016	031-6991-567.29-57	ANNUAL MAINT/AED UNITS	103.00		
110415	002375		01	01/11/2016	044-7420-700.29-57	ANNUAL MAINT/AED UNITS	60.00		
						VENDOR TOTAL *	935.00		
0001004	00	HUTCHINSON RENO CO CHAMBER OF COMM							
30851	0057	V00028	01	01/07/2016	001-3000-451.29-60	2016 LEADERSHIP/A RICHARD	EFT:		750.00
						VENDOR TOTAL *	.00		750.00
0001010	00	HUTCHINSON SALT CO. INC.							
116593	002453		01	01/12/2016	003-6430-559.32-03	ROCK SALT/PO #150166	10,586.16		
						VENDOR TOTAL *	10,586.16		
0002262	00	IACP							
RADLOFFMEMBERSH0113	V00084		01	01/12/2016	001-7130-502.29-53	DUES/RADLOFF	150.00		
						VENDOR TOTAL *	150.00		
0006550	00	IAN R. ARNDT							
16UNIF/ARNDT	000050		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0000547	00	IBT INC							
6654561	002454		01	01/12/2016	001-6215-552.29-57	FIRST AID SUPPLIES	10.17		
6687439	002455		01	01/12/2016	001-6215-552.29-57	FIRST AID SUPPLIES	25.90		
6700061	002351		01	01/08/2016	052-6520-495.32-16	SEWER CLEANING HEAD PARTS	19.12		
6698572	002352		01	01/08/2016	052-6520-495.32-16	SEWER CLEANING HEAD PARTS	41.49		
						VENDOR TOTAL *	96.68		
0003333	00	INDUSTRIAL SALES CO							

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
0003333	00	INDUSTRIAL SALES CO						
940416-000	002377		01	01/11/2016	089-9900-650.29-00	PLUMBING SUPPLIES	356.36	
940093-000	002378		01	01/11/2016	089-9900-650.29-00	IRRIGATION SUPPLIES	2,148.50	
						VENDOR TOTAL *	2,504.86	
0000621	00	INTL CONF OF POLICE CHAPLAINS						
45394	0114	V00085	01	01/12/2016	001-7110-500.29-57	STAFFORD MEMBERSHIP	125.00	
						VENDOR TOTAL *	125.00	
0000610	00	INTL INSTITUTE MUNICIPAL CLERK						
2016/21316	0075	V00046	01	01/08/2016	001-3000-451.29-53	2016 MEMBERSHIP/K WELTMER	195.00	
						VENDOR TOTAL *	195.00	
0000087	00	JACKIE WAKEFIELD						
REFUNDWAKEFIELD0115			01	01/12/2016	044-0000-358.35-81	REFUND SPAY/NEUTER J WAKE	75.00	
						VENDOR TOTAL *	75.00	
0006550	00	JAMES D. CARROLL JR.						
16UNIF/CARROLL	000052		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JASON L. HAWKS						
16UNIF/HAWKS	000031		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JASON L. WEBB						
16UNIF/WEBB	000047		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JEFF M. MILLER						
16UNIF/MILLER	000039		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JEFFREY R. ST. CLAIR						
16UNIF/ST CLAIR	000092		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JEREMY J. ADCOCK						
16UNIF/ADCOCK	000027		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JEREMY L. UNRUH						
16UNIF/UNRUH	000026		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	JESSE D. MARTIN						
16UNIF/MARTIN	000021		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0005913	00	JOHN T. BRILLHART						

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	JOHN T. BRILLHART							
C126244#22	000104		01	01/12/2016	048-0000-630.29-01	RESTITUTION/DIANA STARK	50.00		
						VENDOR TOTAL *	50.00		
0006550	00	JOHNNY L. LIKES							
16UNIF/LIKES	000062		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006550	00	JOSHUA WEBER							
16UNIF/WEBER	000094		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006550	00	JUSTIN K. HOLZRICHTER							
16UNIF/HOLZRICHO000082			01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006550	00	JUSTIN M. WILLIAMS							
16UNIF/WILLIAMS0000072			01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0005217	00	KACP							
RENEW/HEITSCHMI0118	V00089		01	01/12/2016	001-7110-500.29-53	DUES/HEITSCHMIDT	30.00		
RENEW/NELSON	0121	V00092	01	01/12/2016	001-7110-500.29-53	DUES/NELSON	30.00		
RENEW/TAYLOR	0124	V00095	01	01/12/2016	001-7110-500.29-53	DUES/TAYLOR	30.00		
RENEW/YINGLING	0125	V00096	01	01/12/2016	001-7110-500.29-53	DUES/YINGLING	30.00		
MEMBERSH/RADLOF0116	V00087		01	01/12/2016	001-7130-502.29-53	DUES/RADLOFF	30.00		
RENEWAL/BURLIE	0117	V00088	01	01/12/2016	001-7130-502.29-53	DUES/BURLIE	30.00		
RENEW/HOOVER	0119	V00090	01	01/12/2016	001-7130-502.29-53	DUES/HOOVER	30.00		
RENEW/MOORE	0120	V00091	01	01/12/2016	001-7130-502.29-53	DUES/MOORE	30.00		
RENEW/PICKARD	0122	V00093	01	01/12/2016	001-7130-502.29-53	DUES/PICKARD	30.00		
RENEW/ROBERTSON0123	V00094		01	01/12/2016	001-7130-502.29-53	DUES/ROBERTSON	30.00		
						VENDOR TOTAL *	300.00		
0006599	00	KANSAS CITY METRO TACTICAL							
2016-026	002456		01	01/12/2016	001-7130-502.29-53	2016 TEAM DUES	175.00		
						VENDOR TOTAL *	175.00		
0000714	00	KANSAS CORRECTIONAL INDUSTRIES							
161867	002457		01	01/12/2016	001-6960-569.29-54	CUSTODIAL STAFF T-SHIRTS	700.20		
162044	002300		01	01/06/2016	046-0000-112.00-00	PRINTING	50.00		
162048	002301		01	01/06/2016	046-0000-112.00-00	PRINTING	78.00		
162045	002302		01	01/06/2016	046-0000-112.00-00	PRINTING	12.50		
						VENDOR TOTAL *	840.70		
0000759	00	KANSAS DEPT HEALTH/ENVIRONMENT							
REW#14793	002303		01	01/06/2016	051-6624-492.29-53	RENEW WTR CERT/R BLANTON	20.00		
						VENDOR TOTAL *	20.00		
0006598	00	KANSAS GOLF ASSOCIATION							
588	002304		01	01/06/2016	008-6920-570.29-53	KGA MEMBER CLUB DUES	135.00		

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
0006598	00	KANSAS GOLF ASSOCIATION						
						VENDOR TOTAL *	135.00	
0005826	00	KANSAS GROUND WATER ASSOCIATION						
012016/HAZMAT	0058	V00029	01	01/07/2016	051-6621-491.29-60	HAZMAT SEMINAR/KOCI/CHEW	180.00	
						VENDOR TOTAL *	180.00	
0001074	00	KANSAS ONE-CALL SYSTEM, INC						
5120309	002308		01	01/06/2016	051-6624-492.29-57	UTILITY LOCATE FEES	EFT:	261.00
5120309	002309		01	01/06/2016	052-6520-495.29-57	UTILITY LOCATE FEES	EFT:	261.00
						VENDOR TOTAL *	.00	522.00
0000811	00	KANSAS PEACE OFFICERS ASSC						
2016MEMBERDUES	0127	V00098	01	01/12/2016	001-7130-502.29-53	DUES FOR 2016	1,220.00	
						VENDOR TOTAL *	1,220.00	
0002590	00	KAPPP						
2016MEMBERSHIP	0126	V00097	01	01/12/2016	001-3060-456.29-53	DUES/BRYANT/WHITE/EDWARDS	80.00	
						VENDOR TOTAL *	80.00	
0005913	00	KATHY CAREY						
MO5-2809FINAL	000105		01	01/12/2016	048-0000-630.29-01	RESTITUTION/SKLYER SPEAR	16.64	
						VENDOR TOTAL *	16.64	
0005913	00	KBI Lab Fee						
0101080#2	000106		01	01/12/2016	048-0000-630.29-01	RESTITUTION/B HARRINGTON	100.00	
						VENDOR TOTAL *	100.00	
0005913	00	KBI LAB FEE						
N101150#3	000107		01	01/12/2016	048-0000-630.29-01	RESTITUTION/RODNEY MILLER	50.00	
						VENDOR TOTAL *	50.00	
0006550	00	KENNETH I. GRAHAM JR.						
16UNIF/GRAHAM	000080		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	KIM FORBES						
16UNIF/FORBES	000019		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	KRISTOPHER T. ARHEART						
16UNIF/ARHEART	000076		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000377	00	LAMUNYON JANET M						
000077983	UT		04	01/11/2016	051-0000-110.01-00	REFUND CREDIT/1502 E 4TH	8.12	
						VENDOR TOTAL *	8.12	
0000221	00	LANGUAGE LINE SERVICES						
3744289	002379		01	01/11/2016	001-5400-473.26-40	LANGUAGE LINE CHGS DEC15	25.88	

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
0000221	00	LANGUAGE LINE SERVICES						
3744289	002380		01	01/11/2016	001-7190-509.26-40	LANGUAGE LINE CHGS DEC15	25.87	
						VENDOR TOTAL *	51.75	
0006233	00	LAW OFFICE OF BENJAMIN FISHER						
11/17/210	002353		01	01/08/2016	001-5400-473.21-30	DEC15 COURT APPT ATTN	1,549.00	
						VENDOR TOTAL *	1,549.00	
0007322	00	LOGIC, INC.						
97238	002332		01	01/07/2016	052-6510-494.32-14	CONTROL SWITCHES	2,567.98	
						VENDOR TOTAL *	2,567.98	
0000879	00	LONG'S OF HUTCHINSON						
231332	002458		01	01/12/2016	001-7110-500.29-57	EMBROIDERY SHIRTS	87.50	
						VENDOR TOTAL *	87.50	
0006550	00	LUKE M. RAYA						
16UNIF/RAYA	000088		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0005236	00	LYLE JR., WILLIAM F.						
011216	0128	V00099	01	01/12/2016	001-5400-473.21-32	PRO TEM JUDGE 01/12/16	75.00	
						VENDOR TOTAL *	75.00	
0003618	00	MANN & COMPANY PA						
E&WALNUT#6	002333		01	01/07/2016	088-9900-650.29-00	ARCHITECTURAL SER/E&WALNU	EFT:	4,905.00
						VENDOR TOTAL *	.00	4,905.00
0005913	00	MARIA GUZMAN						
MC1400491FINAL	000108		01	01/12/2016	048-0000-630.29-01	RESTITUTION/BRICE REED	17.51	
						VENDOR TOTAL *	17.51	
0006727	00	METRO COURIER, INC						
0090906	002305		01	01/06/2016	051-6621-491.22-20	SHIP WATER SAMPLES	27.24	
						VENDOR TOTAL *	27.24	
0006550	00	MICHAEL D. MCCANDLESS						
16UNIF/MCCANDLE	000085		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	MICHAEL P. CAIN						
16UNIF/CAIN	000023		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	MICHAEL S. CURIEL						
16UNIF/CURIEL	000078		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0001071	00	MIDWEST SUPERSTORE FORD-LINCOLN						
3270	0129	V00100	01	01/12/2016	001-6310-554.32-16	PARTS UNIT #57	19.39	

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
0001071	00	MIDWEST SUPERSTORE FORD-LINCOLN								
114119			002381			01 01/11/2016	036-0000-640.29-00	NEW UNIT #201	25,999.00	
114120			002382			01 01/11/2016	036-0000-640.29-00	NEW UNIT #202	25,499.00	
VENDOR TOTAL *									51,517.39	
0002075	00	MOBILE RADIO SERVICE, INC.								
3450500			002354			01 01/08/2016	001-7190-509.29-57	RADIO REPAIR	EFT:	833.75
3450500			002355			01 01/08/2016	001-7190-509.32-14	RADIO REPAIR	EFT:	75.40
3450600			002356			01 01/08/2016	001-7190-509.32-14	RADIO PARTS	EFT:	56.90
3445300			002357			01 01/08/2016	001-7190-509.29-57	RADIO REPAIR	EFT:	839.40
3445300			002358			01 01/08/2016	001-7190-509.32-14	RADIO REPAIR	EFT:	8.00
VENDOR TOTAL *									.00	1,813.45
0000955	00	MURPHY TRACTOR & EQUIPMENT CO.								
457965			0076	V00047		01 01/08/2016	001-6310-554.32-16	CUTTING EDGES FOR LOADERS	1,846.04	
VENDOR TOTAL *									1,846.04	
0006550	00	NATHAN M. TECH								
16UNIF/TECH			000069			01 01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *									375.00	
0006550	00	NICHOLAS R. WHITE								
16UNIF/WHITE			000071			01 01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *									375.00	
0005040	00	NICOLE BROOKS								
1690BROOKS			0077	V00048		01 01/08/2016	048-0000-630.29-00	RICE 010216/N BROOKS	50.00	
VENDOR TOTAL *									50.00	
0001433	00	NISLY BROTHERS TRASH SERVICES, INC.								
0000064683			002459			01 01/12/2016	052-6510-494.26-60	SOLIDS DISPOSAL	298.00	
VENDOR TOTAL *									298.00	
0006550	00	NOLAN B. CARMINE								
16UNIF/CARMINE			000077			01 01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *									375.00	
0004352	00	OFS, INC								
43424			002306			01 01/06/2016	052-6510-494.32-03	FERROUS CHLORIDE	EFT:	2,885.58
43423			002307			01 01/06/2016	052-6510-494.32-03	FERROUS CHLORIDE	EFT:	3,067.74
VENDOR TOTAL *									.00	5,953.32
0007153	00	OMEGA RAIL MANAGEMENT, INC								
16-185561			0059	V00030		01 01/07/2016	051-6624-492.28-10	WATER LINE CROSSING ANNUA	607.72	
VENDOR TOTAL *									607.72	
0001077	00	ORKIN - SALINA								
107100816			0130	V00101		01 01/12/2016	001-6940-561.29-57	JAN 16 PEST CONTROL/AVE A	23.00	
107101444			0131	V00102		01 01/12/2016	001-6940-561.29-57	JAN 16 PEST CONTROL/RICE	23.00	
107100821			0132	V00103		01 01/12/2016	001-6940-561.29-57	JAN 16 PEST CONTROL/HBS	23.00	

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
0001077	00	ORKIN - SALINA						
						VENDOR TOTAL *	69.00	
0004552	00	PACE ANALYTICAL SERVICES, INC.						
130255	002310		01	01/06/2016	051-6621-491.21-70	WATER SAMPLE ANALYSES	EFT:	135.00
129856	002311		01	01/06/2016	051-6621-491.21-70	WATER SAMPLE ANALYSES	EFT:	348.30
						VENDOR TOTAL *	.00	483.30
0006550	00	PATRICK O. WEATHERS						
16UNIF/WEATHERS	0000046		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE		
						VENDOR TOTAL *	375.00	
0006550	00	PATRICK R. O'NEAL						
16UNIF/O'NEAL	000086		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE		
						VENDOR TOTAL *	375.00	
0002235	00	PETERSON PREDICTIVE MAINTENANCE						
3206	002312		01	01/06/2016	052-6510-494.29-57	PREVENTATIVE MAINTENANCE		
						VENDOR TOTAL *	1,500.00	
0000095	00	PRAIRIELAND PARTNERS						
1227247	002313		01	01/06/2016	001-6310-554.32-16	STOCK FILTERS	EFT:	249.72
1230166	0078	V00049	01	01/08/2016	001-6310-554.32-16	SKID SHOES 15FT MOWERS	EFT:	288.05
						VENDOR TOTAL *	.00	537.77
0003186	00	PROFESSIONAL TURF PRODUCTS, LP						
1322880-00	0133	V00104	01	01/12/2016	001-6310-554.32-16	MOWER PARTS #325 #326 #32	EFT:	1,835.29
						VENDOR TOTAL *	.00	1,835.29
0002249	00	PROPANE CENTRAL LLC						
U1450747	0060	V00031	01	01/07/2016	001-6995-693.32-29	PROPANE		
						VENDOR TOTAL *	298.63	
0006550	00	RANDELL T. SMITH						
16UNIF/SMITH R	000043		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE		
						VENDOR TOTAL *	375.00	
0005530	00	RAYL, JUSTIN						
010516LINDSBORG	00079	V00050	01	01/08/2016	001-7130-502.22-40	MILEAGE BACKGROUND INVEST		
						VENDOR TOTAL *	48.60	
0006550	00	RAYMOND C. CASANOVA						
16UNIF/CASANOVA	000053		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE		
						VENDOR TOTAL *	375.00	
0003768	00	RENO CO FIRE CHIEF'S ASSOC						
2016DUES	0134	V00105	01	01/12/2016	001-7210-520.29-53	2016 DUES		
						VENDOR TOTAL *	30.00	
0001173	00	RENO COUNTY HEALTH DEPT						
						VENDOR TOTAL *	30.00	

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
0001173	00	RENO COUNTY HEALTH DEPT							
9213	002383		01	01/11/2016	035-9840-474.21-41	VACCINATIONS	917.00		
						VENDOR TOTAL *	917.00		
0001175	00	RENO COUNTY LAW LIBRARY							
2016REGIST	0061	V00032	01	01/07/2016	001-5000-471.29-53	RENO CO LAW LIBRARY DUES	10.00		
						VENDOR TOTAL *	10.00		
0006550	00	REX R. ALBRIGHT							
16UNIF/ALBRIGHT	000024		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006813	00	RICE, NANCY							
AUG-DEC15	002334		01	01/07/2016	001-3050-455.22-30	MILEAGE REIMBR	16.16		
AUG-DEC15	002335		01	01/07/2016	001-3050-455.22-10	POSTAGE DUE	2.18		
						VENDOR TOTAL *	18.34		
0006550	00	RICKY R. DOWERS							
16UNIF/DOWERS	000029		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006550	00	ROBERT C. WATSON							
16UNIF/WATSON	000045		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006550	00	RONALD C. KAUFMAN JR.							
16UNIF/KAUFMAN	000060		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0001196	00	ROSE MOTOR SUPPLY CO INC							
205857B	002316		01	01/06/2016	001-6310-554.32-16	UNIT #223 PARTS		EFT:	39.44
205907B	002317		01	01/06/2016	001-6310-554.32-16	STOCK PARTS		EFT:	46.50
205209B	002336		01	01/07/2016	001-6310-554.32-16	UNIT #36 PARTS		EFT:	64.60
206221B	0062	V00033	01	01/07/2016	001-6310-554.32-16	STOCK FASTENERS		EFT:	19.68
206366B	0063	V00034	01	01/07/2016	001-6310-554.32-16	UNIT #226 REPAIRS/STOCK		EFT:	261.16
206223B	0080	V00051	01	01/08/2016	001-6310-554.32-16	ENG #7 PARTS		EFT:	2.97
206160B	0081	V00052	01	01/08/2016	001-6310-554.32-16	ENG #7 PARTS		EFT:	94.10
206352B	0082	V00053	01	01/08/2016	001-6310-554.32-16	ENG #7 PARTS		EFT:	9.90
206425B	0083	V00054	01	01/08/2016	001-6310-554.32-16	AIR COMPRESSOR FILTER/SHO		EFT:	33.92
206442B	0084	V00055	01	01/08/2016	001-6310-554.32-16	UNIT #221 PARTS		EFT:	47.09
206518B	0085	V00056	01	01/08/2016	001-6310-554.32-16	UNIT #204 PARTS		EFT:	155.70
206614B	0086	V00057	01	01/08/2016	001-6310-554.32-16	UNIT #542 PARTS		EFT:	5.96
206665B	0087	V00058	01	01/08/2016	001-6310-554.32-16	STOCK BATTERIES/UNIT #542		EFT:	309.48
206671B	0135	V00106	01	01/12/2016	001-6310-554.32-16	AIR FILTER UNIT #17		EFT:	51.03
206781B	0136	V00107	01	01/12/2016	001-6310-554.32-16	PARTS ENG 7/STOCK		EFT:	9.03
206880B	0137	V00108	01	01/12/2016	001-6310-554.32-16	PARTS FIRE EQUIPMENT		EFT:	27.30
206824B	0138	V00109	01	01/12/2016	001-6310-554.32-16	PARTS UNIT #57		EFT:	88.50
206817B	0139	V00110	01	01/12/2016	001-6310-554.32-16	PARTS UNIT #136		EFT:	40.89
205570B	002314		01	01/06/2016	001-6320-555.32-14	SHOP EQUIPMENT		EFT:	74.97
205786B	002315		01	01/06/2016	001-6320-555.32-14	SHOP EQUIPMENT		EFT:	26.95

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
0001196	00	ROSE MOTOR SUPPLY CO INC						
						VENDOR TOTAL *	.00	1,409.17
0006550	00	RYAN S. WINTERS						
16UNIF/WINTERS	000073		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0003168	00	SAFELITE FULFILLMENT, INC.						
373686	0064	V00035	01	01/07/2016	001-6310-554.32-16	UNIT #0 NEW WINDSHIELD	154.14	
05571581610	0140	V00111	01	01/12/2016	001-7130-502.27-40	WINDSHIELD REPAIR	158.75	
						VENDOR TOTAL *	312.89	
0005157	00	SAFETY ZONE SPECIALISTS, INC.						
21062	002318		01	01/06/2016	003-6420-559.32-14	CONES & BARRICADES	666.75	
21062	002320		01	01/06/2016	051-6624-492.32-22	CONES & BARRICADES	1,136.25	
21062	002319		01	01/06/2016	052-6520-495.32-22	CONES & BARRICADES	1,136.25	
						VENDOR TOTAL *	2,939.25	
0007100	00	SCHENDEL PEST SERVICES						
60299354	002337		01	01/07/2016	001-7250-523.29-57	DEC 15 SERVICE/ST #3	19.00	
60299355	002339		01	01/07/2016	001-7250-523.29-57	DEC 15 SERVICE/ST #4	19.00	
60299356	002340		01	01/07/2016	001-7250-523.29-57	DEC 15 SERVICE/ST #5	19.00	
60299364	002341		01	01/07/2016	001-7250-523.29-57	DEC 15 SERVICE/CTC	24.00	
60299357	002342		01	01/07/2016	001-7250-523.29-57	DEC 15 SERVICE/TF	19.00	
60299359	002343		01	01/07/2016	001-7250-523.29-57	DEC 15 SERVICE/ST #7	19.00	
60299363	002460		01	01/12/2016	044-7420-700.43-16	PEST CONTROL/ANIMAL SHELTT	33.00	
60299362	002338		01	01/07/2016	050-6971-573.29-57	DEC 15 SERVICE/AIRPORT	43.00	
						VENDOR TOTAL *	195.00	
0004654	00	SCHMIDT, CAROLYN L.						
429	002293		01	01/06/2016	001-5400-473.29-57	DEC 15 TRANSLATION	125.00	
						VENDOR TOTAL *	125.00	
0006796	00	SCHULTE SUPPLY INC.						
S1109628001	002322		01	01/06/2016	052-6520-495.32-18	MANHOLE FRAMES/LIDS/GRATE	EFT:	6,817.70
S1109628001	002321		01	01/06/2016	057-6530-558.32-18	MANHOLE FRAMES/LIDS/GRATE	EFT:	2,039.10
						VENDOR TOTAL *	.00	8,856.80
0006550	00	SCOTT L. WILKENS						
16UNIF/WILKENS	000049		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0001224	00	SECRETARY OF STATE OF KANSAS						
BCOLLINS/NOTARY	0109	V00080	01	01/12/2016	001-7310-480.29-57	B COLLINS/NOTARY	25.00	
						VENDOR TOTAL *	25.00	
0005913	00	SHARON FOWLER						
C194577#2	000109		01	01/12/2016	048-0000-630.29-01	RESTITUTION/A SARMIENTO-F	50.00	
						VENDOR TOTAL *	50.00	
0006550	00	SHAWN E. KELLEY						

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
0006550	00	SHAWN E. KELLEY							
16UNIF/KELLEY	000034		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0006550	00	SHILO E. LAIBE							
16UNIF/LAIBE	000036		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00		
						VENDOR TOTAL *	375.00		
0004340	00	SIGN LANGUAGE INTERPRETING SER							
11686	002359		01	01/08/2016	001-1100-410.29-57	DEC 15 SIGN LANGUAGE SERV		EFT:	273.00
						VENDOR TOTAL *	.00		273.00
0007293	00	SITEONE LANDSCAPE SUPPLY, LLC							
74316477	0141		01	01/12/2016	046-0000-112.00-00	ICE MELT	1,407.00		
						VENDOR TOTAL *	1,407.00		
0002943	00	SNAP-ON TOOLS							
01111635137	0142	V00113	01	01/12/2016	001-6320-555.32-14	REPLACEMENT SHOP TOOL	115.00		
						VENDOR TOTAL *	115.00		
0005001	00	SOUTH CENTRAL TELEPHONE/SCTELCOM							
358004114JAN16	0088	V00059	01	01/08/2016	346-7190-509.29-50	JAN 16 SERVICE	50.00		
						VENDOR TOTAL *	50.00		
0001036	00	SOUTHEAST SAND							
18031	002361		01	01/08/2016	051-6621-491.32-14	ROCK TOWER 3	205.35		
18031	002360		01	01/08/2016	051-6624-492.32-05	FILL SAND & DIRT	1,552.96		
						VENDOR TOTAL *	1,758.31		
0005109	00	SOUTHERN UNIFORM & EQUIPMENT							
26530	002461		01	01/12/2016	001-7130-502.32-21	CLOTHING	212.47		
26821	0143	V00114	01	01/12/2016	001-7410-481.32-21	CLOTHING	729.85		
						VENDOR TOTAL *	942.32		
0007296	00	STATE INDUSTRIAL PRODUCTS, CORP							
97592543	002323		01	01/06/2016	052-6510-494.32-03	GREASE TREATMENT LIFT STA	295.63		
						VENDOR TOTAL *	295.63		
0001237	00	STUTZMAN REFUSE DISPOSAL INC							
10865832	002344		01	01/07/2016	001-7230-522.29-57	DEC 15 ROLLOFF CTC	60.00		
DEC15	002326		01	01/06/2016	005-0000-356.35-63	2015 GARBAGE TAG SALES	50.50		
DEC15	002325		01	01/06/2016	005-6710-490.29-59	DEC 15 REFUSE COLLECTION	166,013.67		
						VENDOR TOTAL *	166,124.17		
0007036	00	SUMMIT TRUCK GROUP							
410120128	002324		01	01/06/2016	001-6310-554.32-16	UNIT # 2 PARTS	856.51		
						VENDOR TOTAL *	856.51		
0001240	00	SUNFLOWER ELECTRIC SUPPLY INC							
144981-01	0144	V00115	01	01/12/2016	001-6320-555.32-14	PARTS/SHOP ELECTRIC DRILL	8.05		

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
0001240	00	SUNFLOWER ELECTRIC SUPPLY INC						
						VENDOR TOTAL *	8.05	
0000119	00	TBS ELECTRONICS, INC						
174957	0145	V00116	01	01/12/2016	001-7230-522.27-70	BATTERY SUPPLY REPLENISHM	1,323.00	
						VENDOR TOTAL *	1,323.00	
0007107	00	TERRELL, JACOB						
012016KANSASCIT0146	V00117	01	01/12/2016	001-6950-563.22-40		PER DIEM/TRAINING KS CITY	120.00	
						VENDOR TOTAL *	120.00	
0005544	00	THINK! TONER AND INK						
10048054	0065	V00036	01	01/07/2016	001-3100-452.31-05	TONER	89.99	
						VENDOR TOTAL *	89.99	
0006550	00	TIMOTHY J. MORRIS						
16UNIF/MORRIS	000040		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	TIMOTHY P. PITTS						
16UNIF/PITTS	000065		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0003880	00	TITLEIST						
901726635	002327		01	01/06/2016	008-6920-570.39-65	PRO SHOP MERCHANDISE	81.00	
						VENDOR TOTAL *	81.00	
0004286	00	TOM & DAN'S TIRE SERVICE						
72429	002462		01	01/12/2016	048-0000-630.29-00	WATERPUMP/JOSETTE KOGER	359.96	
						VENDOR TOTAL *	359.96	
0006550	00	TONY L. ARPIN						
16UNIF/ARPIN	000022		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	TRAVIS W. KERSCHNER						
16UNIF/KERSHNER000083			01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0006550	00	TROY D. MUELLER						
16UNIF/MUELLER	000041		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0005818	00	TYLER TECHNOLOGIES, INC						
025-143563	0066	V00037	01	01/07/2016	001-5400-473.29-63	JAN 16 ONLINE COMPONET	100.00	
						VENDOR TOTAL *	100.00	
0005861	00	ULTIMATE SOFTWARE GROUP, INC						
561111	0089	V00060	01	01/08/2016	001-2300-430.29-63	FEB16-JAN17 SUBSCRIPTION/	1,464.10	
						VENDOR TOTAL *	1,464.10	
0001277	00	UNDERGROUND VAULTS AND						

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
0001277	00	UNDERGROUND VAULTS AND						
132641	002386		01	01/11/2016	001-2100-420.29-57	SHREDDING DEC15	5.00	
132641	002385		01	01/11/2016	001-3000-451.29-57	SHREDDING DEC15	5.00	
132641	002384		01	01/11/2016	001-5000-471.29-57	SHREDDING DEC15	5.00	
132641	002387		01	01/11/2016	001-5400-473.29-57	SHREDDING DEC15	90.00	
132642	002501		01	01/12/2016	001-7130-502.29-57	SHRED SERVICE DEC 15	60.00	
						VENDOR TOTAL *	165.00	
0003923	00	UTILITY SERVICE CO INC						
383593	002328		01	01/06/2016	051-6621-491.29-57	WATER TOWER CLEANING/INSP	2,350.00	
383594	002329		01	01/06/2016	051-6621-491.29-57	WATER TOWER CLEANING/INSP	1,850.00	
						VENDOR TOTAL *	4,200.00	
0000238	00	VAN-WALL EQUIPMENT, INC						
208666	002388		01	01/11/2016	035-9840-474.29-05	DAMAGE TO GATOR/GOLF COUR	880.54	
						VENDOR TOTAL *	880.54	
0006583	00	VERITIV OPERATING COMPANY						
9019002714	0147		01	01/12/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	72.00	
						VENDOR TOTAL *	72.00	
0001378	00	VERMEER GREAT PLAINS						
E00210	0067	V00038	01	01/07/2016	036-0000-640.29-00	NEW CHIPPER UNIT/PO #1601	54,603.00	
						VENDOR TOTAL *	54,603.00	
0006550	00	VINCENT QUENTIN						
16UNIF/QUENTIN	000066		01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
						VENDOR TOTAL *	375.00	
0000087	00	VIRGINIA WILSON						
REFUND/WILSON	0090		01	01/08/2016	044-0000-358.35-81	REFUND SPAY/NEUTER/V WILS	75.00	
						VENDOR TOTAL *	75.00	
0003623	00	VISA - HEARTLAND CREDIT UNION						
7774DEC15	002390		01	01/11/2016	001-1100-410.29-57	DOWNTOWN SAMP/COUNCIL LUN	98.98	
0478DEC15	002392		01	01/11/2016	001-1100-410.22-40	FAIRFIELD INN/LODGING	116.63	
2087DEC15	002498		01	01/12/2016	001-1100-410.29-57	ALLIES DELI/ARENA COM LUN	151.20	
5296DEC15	002391		01	01/11/2016	001-3050-455.32-14	HOME DEPOT/MISC TOOLS	111.47	
0932DEC15	002464		01	01/12/2016	001-3100-452.27-50	AMAZON/LAPTOP BATTERIES	55.98	
6492DEC15	002389		01	01/11/2016	001-5000-471.29-53	KS BAR ASSOC/DUES	150.00	
7416DEC15	002485		01	01/12/2016	001-6210-551.29-60	HOG WILD/STAFF MTG/RETIRE	123.80	
6416DEC15	002465		01	01/12/2016	001-6310-554.32-16	ELY'S/PARTS #553	6.51	
6416DEC15	002466		01	01/12/2016	001-6310-554.32-16	OREILLYS/CREDIT RET PART	52.06-	
6416DEC15	002467		01	01/12/2016	001-6310-554.32-16	TRACTOR SUP/RODENT REPELL	59.96	
0701DEC15	002468		01	01/12/2016	001-6310-554.32-16	ANDERSON IND/CR RET PART	104.51-	
0701DEC15	002469		01	01/12/2016	001-6310-554.32-16	CENTRAL WELD/LADDER REPAI	280.00	
9421DEC15	002470		01	01/12/2016	001-6310-554.32-16	LOWES/PARTS ENG 7	2.42	
9421DEC15	002471		01	01/12/2016	001-6310-554.32-16	LOWES/PARTS ENG 7	15.17	
9421DEC15	002472		01	01/12/2016	001-6310-554.32-16	OREILLYS/ANTIFREEZE ENG 4	128.19	
9421DEC15	002473		01	01/12/2016	001-6310-554.32-16	WESTLAKE/PART TRK 3	8.98	

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
0003623	00	VISA - HEARTLAND CREDIT UNION						
9421DEC15	002474		01	01/12/2016	001-6310-554.32-16	WESTLAKE/PART ENG 6	5.99	
2178DEC15	002476		01	01/12/2016	001-6310-554.32-16	WESTLAKE/METAL TRL #323	26.99	
1293DEC15	002477		01	01/12/2016	001-6310-554.32-16	OREILLYS/PARTS #192	14.74	
1293DEC15	002478		01	01/12/2016	001-6310-554.32-16	OREILLYS/PUMP #192	70.15	
1293DEC15	002479		01	01/12/2016	001-6310-554.32-16	OREILLYS/PARTS STOCK	5.00	
1293DEC15	002480		01	01/12/2016	001-6310-554.32-16	OREILLYS/RETURN CORE	20.00-	
1293DEC15	002481		01	01/12/2016	001-6310-554.32-16	OREILLYS/WINDOW REG #203	115.83	
1293DEC15	002482		01	01/12/2016	001-6310-554.32-16	OREILLYS/FUEL PUMP #001	192.90	
0677DEC15	002483		01	01/12/2016	001-6310-554.32-16	RUSTY ECK/CREDIT	120.59-	
0677DEC15	002484		01	01/12/2016	001-6310-554.32-16	RUSTY ECK/PART #542	112.18	
2178DEC15	002475		01	01/12/2016	001-6320-555.32-14	LOWES/LADDERS	273.06	
0438DEC15	002489		01	01/12/2016	001-7210-520.29-53	NFPA/MEMBERSHIP DUES	165.00	
0438DEC15	002488		01	01/12/2016	001-7220-521.32-14	PRO VISION/BODY CAMERA	310.00	
0438DEC15	002486		01	01/12/2016	001-7230-522.32-13	EMERG MED PROD/HOT PACKS	90.76	
0438DEC15	002487		01	01/12/2016	001-7230-522.43-06	EMERG MED PROD/AED TRAINE	404.25	
4098DEC15	002490		01	01/12/2016	001-7230-522.43-05	FIRE INSTR TESTING/SOFTWA	307.00	
4098DEC15	002491		01	01/12/2016	001-7230-522.43-06	DR MASS.COM/MANAKINS	1,293.00	
4098DEC15	002492		01	01/12/2016	001-7230-522.31-02	RESCUE METHODS/ONLINE SUB	3.99	
9388DEC15	002493		01	01/12/2016	001-7230-522.29-60	WALMART/RETIREMENT SUPPLI	49.98	
9388DEC15	002495		01	01/12/2016	001-7230-522.31-01	OFFICE DEPOT/RETIREMT SUP	40.28	
9934DEC15	002499		01	01/12/2016	001-7230-522.29-60	PIZZA RANCH/FOOD	27.99	
9388DEC15	002494		01	01/12/2016	001-7250-523.32-17	HOME DEPOT/PAINT SUPPLIES	81.41	
9388DEC15	002496		01	01/12/2016	001-7250-523.32-17	HOME DEPOT/PAINT SUPPLIES	43.79	
9388DEC15	002497		01	01/12/2016	001-7250-523.32-17	HOME DEPOT/PAINT SUPPLIES	50.43	
4406DEC15	002504		01	01/12/2016	001-7410-481.32-14	ALLENS PEANUTS/GAS CHAMBE	100.00	
0478DEC15	002393		01	01/11/2016	001-9500-620.29-00	AMAZON/EMPLOYEE AWARDS	27.98	
0478DEC15	002394		01	01/11/2016	001-9500-620.29-00	AMAZON/EMPLOYEE AWARDS	109.08	
4406DEC15	002502		01	01/12/2016	044-7420-700.32-14	LOWES/SHELTER SUPPLIES	121.55	
4406DEC15	002503		01	01/12/2016	044-7420-700.32-14	MIDWEST ELECT/SHELTER SUP	28.89	
0932DEC15	002463		01	01/12/2016	052-6520-495.32-14	AMAZON/INVERTERS LAPTOPS	82.00	
						VENDOR TOTAL *	5,166.35	
0006833	00	VOICE PRODUCTS SERVICE LLC						
AR71348	0148	V00119	01	01/12/2016	001-7150-504.29-57	MAINT RENEWAL 2016	2,626.93	
						VENDOR TOTAL *	2,626.93	
0000975	00	VOSS LIGHTING						
17190226-00	0149		01	01/12/2016	046-0000-112.00-00	LAMPS	88.20	
						VENDOR TOTAL *	88.20	
0001386	00	WADE PATTON INSURANCE						
52046	0150	V00121	01	01/12/2016	001-7110-500.21-70	NOTARY/TAYLOR	75.00	
52045	0151	V00122	01	01/12/2016	001-7110-500.21-70	NOTARY/ROWE	75.00	
						VENDOR TOTAL *	150.00	
0005913	00	WALMART REST RECOVERY						
MC1500118#2	000110		01	01/12/2016	048-0000-630.29-01	RESTITUTION/DAVID BISHOP	100.00	
						VENDOR TOTAL *	100.00	
0006550	00	WENDELL W. GOERTZEN						

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
0006550	00	WENDELL W. GOERTZEN						
16UNIF/GOERTZEN000056			01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0006550	00	WESLEY P. STEWART						
16UNIF/STEWART 000091			01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
VENDOR TOTAL *							375.00	
0004484	00	WESTAR ENERGY						
4674335501DEC15002395			01	01/11/2016	001-3100-452.26-10	DEC 15 SERVICES	465.23	
4674335501DEC15002411			01	01/11/2016	001-4110-461.26-10	DEC 15 SERVICES	23.63	
4674335501DEC15002414			01	01/11/2016	001-4110-461.26-10	DEC 15 SERVICES	59.28	
4674335501DEC15002397			01	01/11/2016	001-6150-574.26-10	DEC 15 SERVICES	23.63	
4674335501DEC15002396			01	01/11/2016	001-6215-552.26-10	DEC 15 SERVICES	8,001.22	
4674335501DEC15002398			01	01/11/2016	001-6810-453.26-10	DEC 15 SERVICES	2,632.16	
8831865106JAN160152	V00123		01	01/12/2016	001-6810-453.26-10	JAN 16 STREET LIGHTS	61,018.51	
4674335501DEC15002399			01	01/11/2016	001-6910-560.26-10	DEC 15 SERVICES	508.68	
4674335501DEC15002401			01	01/11/2016	001-6940-561.26-10	DEC 15 SERVICES	5,228.62	
3338726849JAN160153	V00124		01	01/12/2016	001-6940-561.26-10	JAN 16 SERVICE/DILLON PAR	24.07	
4674335501DEC15002405			01	01/11/2016	001-6945-562.26-10	DEC 15 SERVICES	2,151.54	
4674335501DEC15002402			01	01/11/2016	001-6970-564.26-10	DEC 15 SERVICES	891.27	
4674335501DEC15002403			01	01/11/2016	001-6980-565.26-10	DEC 15 SERVICES	5,643.59	
4674335501DEC15002404			01	01/11/2016	001-6990-566.26-10	DEC 15 SERVICES	1,877.68	
4674335501DEC15002407			01	01/11/2016	001-6995-693.26-10	DEC 15 SERVICES	167.04	
4674335501DEC15002408			01	01/11/2016	001-7160-507.26-10	DEC 15 SERVICES	43.90	
3013908723DEC15002362			01	01/08/2016	001-7190-509.26-10	DEC 15 SERVICE/SIREN	455.55	
4674335501DEC15002409			01	01/11/2016	001-7250-523.26-10	DEC 15 SERVICES	5,106.30	
4674335501DEC15002410			01	01/11/2016	003-6420-559.26-10	DEC 15 SERVICES	1,500.18	
4674335501DEC15002412			01	01/11/2016	008-6920-570.26-10	DEC 15 SERVICES	1,301.34	
4674335501DEC15002400			01	01/11/2016	009-6930-571.26-10	DEC 15 SERVICES	404.09	
4674335501DEC15002406			01	01/11/2016	031-6991-567.26-10	DEC 15 SERVICES	1,040.45	
4674335501DEC15002413			01	01/11/2016	044-7420-700.26-10	DEC 15 SERVICES	909.52	
4674335501DEC15002415			01	01/11/2016	050-6971-573.26-10	DEC 15 SERVICES	2,472.50	
4674335501DEC15002416			01	01/11/2016	051-6621-491.26-10	DEC 15 SERVICES	47,929.66	
4674335501DEC15002417			01	01/11/2016	051-6624-492.26-10	DEC 15 SERVICES	1,773.52	
4674335501DEC15002418			01	01/11/2016	052-6510-494.26-10	DEC 15 SERVICES	2,894.67	
4674335501DEC15002419			01	01/11/2016	052-6520-495.26-10	DEC 15 SERVICES	1,475.37	
4674335501DEC15002420			01	01/11/2016	055-0000-670.26-10	DEC 15 SERVICES	6,321.89	
VENDOR TOTAL *							162,345.09	
0001324	00	WESTERN SUPPLY CO						
1057214	002500		01	01/12/2016	036-0000-640.29-00	BRUSH 22 SUPPLIES	367.75	
VENDOR TOTAL *							367.75	
0004539	00	WICHITA TRACTOR CO. (HUTCH)						
HW23689	002330		01	01/06/2016	001-6310-554.32-16	UNIT #62 REPAIRS	2,486.23	
VENDOR TOTAL *							2,486.23	
0006550	00	WILLIAM B. LANG						
16UNIF/LANG 000025			01	01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO	NO	NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0006550	00	WILLIAM B. LANG									
									VENDOR TOTAL *	375.00	
0005913	00	WILLIAM BAGGETT JR	MC1400055#2	000111			01 01/12/2016	048-0000-630.29-01	RESTITUTION/M GULICK	5.00	
									VENDOR TOTAL *	5.00	
0005040	00	WILLIAM BOESCH	1556BOESCH	0091	V00062	01	01/08/2016	048-0000-630.29-00	HBS 010216/W BOESCH	50.00	
									VENDOR TOTAL *	50.00	
0001359	00	YMCA	JAN16	0154	V00125	01	01/12/2016	032-9210-432.21-80	JAN 16 YMCA MEMBERSHIP		EFT: 193.00
									VENDOR TOTAL *	.00	193.00
0006550	00	ZACHARY HEATH	16UNIF/HEATH	000057			01 01/07/2016	001-7230-522.32-21	2016 UNIFORM ALLOWANCE	375.00	
									VENDOR TOTAL *	375.00	
0007203	00	ZAYO GROUP LLC	016715JAN16	0155	V00126	01	01/12/2016	051-6621-491.26-40	JAN 16 SERVICE		EFT: 250.00
			016715JAN16	0156	V00126	01	01/12/2016	052-6510-494.26-40	JAN 16 SERVICE		EFT: 250.00
									VENDOR TOTAL *	.00	500.00
									EFT/EPAY TOTAL ***		56,856.18
									TOTAL EXPENDITURES ****	697,543.13	56,856.18
									GRAND TOTAL *****		754,399.31

PREPARED 01/11/2016, 12:39:26
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 01/11/2016 CHECK DATE: 01/11/2016

VEND NO	SEQ#	VENDOR NAME						
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
								AMOUNT
0000293	00	BLUE CROSS	BLUE SHIELD OF KANSAS					
010816	000097			01 01/11/2016	032-9210-432.29-04	CLAIM PAYMENTS	CHECK #: 2016001	50,628.60
						VENDOR TOTAL *	.00	50,628.60
0006330	00	COBRAGUARD, INC						
4489305	000098			01 01/11/2016	032-9210-432.21-70	INSURANCE SERVICES	CHECK #: 2016002	434.25
						VENDOR TOTAL *	.00	434.25
						HAND ISSUED TOTAL ***		51,062.85
						TOTAL EXPENDITURES ****	.00	51,062.85
						GRAND TOTAL *****		51,062.85

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
0000536	00	BLACK HILLS ENERGY						
6530106906	JAN160016	V00005	01	01/05/2016	001-7250-523.26-20	JAN 16 SERVICE/CTC	174.14	
1004043301	JAN160015	V00004	01	01/05/2016	051-6621-491.26-20	JAN 16 SERVICE/DISP WELL	31.67	
VENDOR TOTAL *							205.81	
0006370	00	BOWMAN PHD, DAVID R.						
10292015	002217		01	01/04/2016	001-7110-500.21-70	PSYCH SCREENING/KEEN	EFT:	175.00
VENDOR TOTAL *							.00	175.00
0005913	00	BRUCE CHALMERS						
C180456#14	000005		01	01/05/2016	048-0000-630.29-01	RESTITUTION/M HARRIS JR	87.58	
VENDOR TOTAL *							87.58	
0006757	00	BUILDING CONTROLS & SERVICES						
15826	002211		01	01/04/2016	044-7420-700.27-10	HEATING REPAIR	1,411.74	
VENDOR TOTAL *							1,411.74	
0005913	00	CAROLYN PINA						
C139833#4	000006		01	01/05/2016	048-0000-630.29-01	RESTITUTION/JERRY BELL JR	50.00	
VENDOR TOTAL *							50.00	
0005040	00	CATHIE HAEN						
1246HAEN	6528	U10201	01	12/30/2015	048-0000-630.29-00	RICE 122615 C HAEN	50.00	
VENDOR TOTAL *							50.00	
0006641	00	CBS MANHATTAN, LLC						
615472	6529	U10202	01	12/30/2015	001-6945-562.27-70	DOOR LOCKS/PADLOCKS	EFT:	464.92
VENDOR TOTAL *							.00	464.92
0000429	00	CCMFOA OF KANSAS						
2016MEMBERSHIP	0017	V00006	01	01/05/2016	001-3000-451.29-53	2016 DUES K. WELTMER	75.00	
VENDOR TOTAL *							75.00	
0005156	00	CENTRAL KANSAS VETERINARY CENTER						
217840	002212		01	01/04/2016	044-7420-700.29-52	VET SERVICES	105.00	
217778	002213		01	01/04/2016	044-7420-700.29-52	VET SERVICES	105.00	
217776	002214		01	01/04/2016	044-7420-700.29-52	VET SERVICES	90.00	
217777	002215		01	01/04/2016	044-7420-700.29-52	VET SERVICES	105.00	
217792	002216		01	01/04/2016	044-7420-700.29-52	VET SERVICES	200.42	
218177	002243		01	12/31/2015	044-7420-700.29-57	VET EXAM	39.20	
218231	002244		01	12/31/2015	044-7420-700.32-13	SPAY	105.00	
218233	002245		01	12/31/2015	044-7420-700.32-13	NEUTER	90.00	
218229	002246		01	12/31/2015	044-7420-700.32-13	NEUTER	90.00	
VENDOR TOTAL *							929.62	
0005040	00	CHARLES WEIBLE						
1682WEIBLE	6530	U10203	01	12/30/2015	048-0000-630.29-00	RICE 122715 C WEIBLE	50.00	
VENDOR TOTAL *							50.00	
0005040	00	CHETANKUMAR PATEL						

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
0006381	00	FE MORAN SECURITY SOLUTIONS							
767071	6532	U10205	01	12/30/2015	001-6945-562.29-57	ALARM SERVICE	83.50		
759829	0021	V00010	01	01/05/2016	001-6970-564.29-57	2016 SECURITY SERVICE/MEM	810.00		
760002	0020	V00009	01	01/05/2016	031-6991-567.29-57	2016 SECURITY MONITORING	564.00		
						VENDOR TOTAL *	1,457.50		
0000694	00	FEE INSURANCE GROUP INC							
380770	0022	V00011	01	01/05/2016	035-9840-474.25-84	2016 INS PREM/UNDERGROUND	372.00		
						VENDOR TOTAL *	372.00		
0001859	00	FIRE ENGINEERING							
652012014/2016	0023	V00012	01	01/05/2016	001-7210-520.31-02	RENEW SUBSCRIPTION 2016	21.00		
						VENDOR TOTAL *	21.00		
0004900	00	FORKER SUTER LLC							
154151	002219		01	01/04/2016	001-5400-473.21-31	DEC 15 MUN COURT PROSECUT	3,278.50		
						VENDOR TOTAL *	3,278.50		
0000778	00	GARBER SURVEYING SERVICE							
0035540	002220		01	01/04/2016	088-9900-650.29-00	ZOO/RIVER OTTER EXHIBIT	1,900.00		
						VENDOR TOTAL *	1,900.00		
0007305	00	GT DISTRIBUTORS, INC							
0557319	002221		01	01/04/2016	001-7130-502.32-14	FIREARM SUPPLIES	80.30		
						VENDOR TOTAL *	80.30		
0004494	00	HEARTLAND TECHNOLOGY SOLUTIONS							
00181641	0024	V00013	01	01/05/2016	001-3100-452.29-63	2016 FORTIS RENEWAL	6,400.00		
						VENDOR TOTAL *	6,400.00		
0005539	00	HILL'S PET NUTRITION SALES, INC.							
224689761	002222		01	01/04/2016	044-7420-700.32-06	ANIMAL FOOD	103.61		
224728843	002251		01	12/31/2015	044-7420-700.32-06	ANIMAL FOOD	102.24		
						VENDOR TOTAL *	205.85		
0001021	00	HUTCHINSON CLINIC, PA							
359720	0003	U10221	01	12/31/2015	001-7230-522.21-40	FIREFIGHTER SURVEILLANCE	1,009.75		
358530	0004	U10222	01	12/31/2015	001-7230-522.21-40	FIREFIGHTER SURVEILLANCE	2,454.50		
359230	0005	U10223	01	12/31/2015	001-7230-522.21-40	FIREFIGHTER SURVEILLANCE	2,843.05		
358520	0007	U10224	01	12/31/2015	001-7230-522.21-40	FIREFIGHTER SURVEILLANCE	1,874.85		
360230	002223		01	01/04/2016	001-7230-522.21-40	FIREFIGHTER SURV EXAMS	462.35		
358300	0002	U10220	01	12/31/2015	035-9840-474.21-40	OUTSIDE MEDICAL	73.50		
359230	0006	U10223	01	12/31/2015	035-9840-474.21-40	OUTSIDE MEDICAL	180.00		
						VENDOR TOTAL *	8,898.00		
0001013	00	HUTCHINSON PUBLISHING CO							
30300/249569	002252		01	12/31/2015	005-6710-490.24-10	DEC 15 RECYCLE GUIDE	EFT:	375.00	
						VENDOR TOTAL *	.00	375.00	
0001004	00	HUTCHINSON RENO CO CHAMBER OF COMM							

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
0005542	00	KANSAS MAYORS ASSOCIATION							
16273	0028	V00017	01	01/05/2016	001-1100-410.29-53	2016 MEMBERSHIP DUES/MAYO	50.00		
						VENDOR TOTAL *	50.00		
0003879	00	KANSAS STATE DEPT OF EDUCATION							
GRANTWRKSHOP	002226		01	01/04/2016	044-7420-700.29-60	S CLEAVES/GRANT WORKSHOP	30.00		
						VENDOR TOTAL *	30.00		
0005913	00	KATHY CAREY							
MO52809#22	000012		01	01/05/2016	048-0000-630.29-01	RESTITUTION/SKYLER SPEAR	30.00		
						VENDOR TOTAL *	30.00		
0005913	00	KBI Lab Fee							
N101150#2	000013		01	01/05/2016	048-0000-630.29-01	RESTITUTION/RODNEY MILLER	50.00		
						VENDOR TOTAL *	50.00		
0005040	00	KEITH MACARTHUR							
1402MACARTHUR	002254		01	12/31/2015	048-0000-630.29-00	HBS 122715 K MACARTHUR	50.00		
						VENDOR TOTAL *	50.00		
0006504	00	LABSOURCE INC							
961142	002255		01	12/31/2015	046-0000-112.00-00	GLOVES	276.90		
						VENDOR TOTAL *	276.90		
0005040	00	LANCE MORRELL							
1223MORRELL	6536	U10209	01	12/30/2015	048-0000-630.29-00	RICE 122515 L MORRELL	50.00		
						VENDOR TOTAL *	50.00		
0005913	00	LAUREN TOMPKINSON							
MC1500924FINAL	000014		01	01/05/2016	048-0000-630.29-01	RESTITUTION/C GOLDSBERRY	45.00		
						VENDOR TOTAL *	45.00		
0000865	00	LEAGUE OF KS MUNICIPALITIES							
16-7	0029	V00018	01	01/05/2016	001-1100-410.29-53	2016 CITY MEMBERSHIP DUES	EFT:	6,711.61	
16-7	0030	V00018	01	01/05/2016	001-2100-420.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0031	V00018	01	01/05/2016	001-2300-430.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0032	V00018	01	01/05/2016	001-3000-451.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0033	V00018	01	01/05/2016	001-3050-455.29-53	2016 CITY MEMBERSHIP DUES	EFT:	671.16	
16-7	0034	V00018	01	01/05/2016	001-4100-460.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0035	V00018	01	01/05/2016	001-4110-461.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0036	V00018	01	01/05/2016	001-5000-471.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0037	V00018	01	01/05/2016	001-6100-550.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0038	V00018	01	01/05/2016	001-6210-551.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0039	V00018	01	01/05/2016	001-7110-500.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0040	V00018	01	01/05/2016	001-7210-520.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0041	V00018	01	01/05/2016	001-7310-480.29-53	2016 CITY MEMBERSHIP DUES	EFT:	268.14	
16-7	0042	V00018	01	01/05/2016	051-6621-491.29-53	2016 CITY MEMBERSHIP DUES	EFT:	671.16	
16-7	0043	V00018	01	01/05/2016	051-6624-492.29-53	2016 CITY MEMBERSHIP DUES	EFT:	671.16	
16-7	0044	V00018	01	01/05/2016	052-6510-494.29-53	2016 CITY MEMBERSHIP DUES	EFT:	2,288.13	
16-7	0045	V00018	01	01/05/2016	052-6520-495.29-53	2016 CITY MEMBERSHIP DUES	EFT:	2,288.13	

VEND NO	SEQ#	VENDOR NAME				ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO		DATE	NO			AMOUNT
0000865	00	LEAGUE OF KS MUNICIPALITIES						
						VENDOR TOTAL *	.00	16,250.89
0005913	00	LISA HAGLEY						
MC0712887#7	002239		01	12/31/2015	048-0000-630.29-01	RESTITUTION/J DRISKELL	30.00	
						VENDOR TOTAL *	30.00	
0000420	00	MARCY PRINTING INC						
90458	002256		01	12/31/2015	046-0000-112.00-00	PRINTING	430.00	
						VENDOR TOTAL *	430.00	
0005913	00	MARK NELSON						
MO4589#39	000015		01	01/05/2016	048-0000-630.29-01	RESTITUTION/S LAMUNYON JR	30.00	
						VENDOR TOTAL *	30.00	
0005040	00	MICHELLE LESHORE						
1695LESHORE	002257		01	12/31/2015	048-0000-630.29-00	RICE 122815 M LESHORE	50.00	
						VENDOR TOTAL *	50.00	
0004605	00	MILLER, MATT						
REGIST/TOPEKA	0008	U10225	01	12/31/2015	008-6920-570.29-60	REGIST/KS TURFGRASS CONF/	250.00	
						VENDOR TOTAL *	250.00	
0005040	00	MOLLIE WILKERSON						
1598WILKERSON	6537	U10210	01	12/30/2015	048-0000-630.29-00	HBS 122115 M WILKERSON	50.00	
						VENDOR TOTAL *	50.00	
0006350	00	NATIONAL SCREENING BUREAU						
1512139	002227		01	01/04/2016	035-9840-474.21-43	DRUG TESTING	EFT:	180.00
						VENDOR TOTAL *	.00	180.00
0006463	00	OCHSNER HARE & HARE						
243857	002228		01	01/04/2016	088-9900-650.29-00	015-2968 GATEWAY SIGNS	4,788.15	
						VENDOR TOTAL *	4,788.15	
0005040	00	PATRICIA WRAY						
1691WRAY	6538	U10211	01	12/30/2015	048-0000-630.29-00	HBS 122415 P WRAY	50.00	
						VENDOR TOTAL *	50.00	
0001092	00	PATS KEY & LOCK						
33312	002230		01	01/04/2016	001-7130-502.32-14	LOCK	65.00	
						VENDOR TOTAL *	65.00	
0005550	00	PAY COM, INC.						
2608	002258		01	12/31/2015	001-6980-565.26-40	PAY PHONE SERV OCT-DEC15	120.00	
						VENDOR TOTAL *	120.00	
0001366	00	PETTY CASH FUND						
CK#1555	0009	U10226	01	12/31/2015	001-3000-451.29-57	RELEASE MOWING LIEN	12.00	
CK#1556	0046	V00019	01	01/05/2016	001-6910-560.41-01	FILE ORDERS TO VACATE	45.00	

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			
0001366	00	PETTY CASH FUND								
						VENDOR TOTAL *	57.00			
0006618	00	PNC EQUIPMENT FINANCE, LLC								
5445130	0047	V00020	01	01/05/2016	008-6920-570.28-50	JAN 16 GOLF CART LEASE	2,343.60			
						VENDOR TOTAL *	2,343.60			
0001145	00	PUR-O-ZONE INC								
686377	0010	U10227	01	12/31/2015	001-6960-569.43-17	VACUUM CLEANER PARTS	EFT:		2,333.24	
						VENDOR TOTAL *	.00		2,333.24	
0007319	00	QUINONEZ, PABLO								
011316/TOPEKA	0048	V00021	01	01/05/2016	001-6950-563.22-40	PER DIEM/KS SHADE CONF TO	92.00			
						VENDOR TOTAL *	92.00			
0005040	00	ROBERT KELSEY								
1583KELSEY	6539	U10212	01	12/30/2015	048-0000-630.29-00	RICE 122515 R KELSEY	50.00			
						VENDOR TOTAL *	50.00			
0005497	00	ROBERTS, DAVID E.								
201512	002229		01	01/04/2016	001-5400-473.21-30	DEC 15 COURT APPT ATTORNE	1,549.00			
						VENDOR TOTAL *	1,549.00			
0005040	00	RON PAULS								
1251PAULS	6540	U10213	01	12/30/2015	048-0000-630.29-00	RICE 122015 R PAULS	50.00			
						VENDOR TOTAL *	50.00			
0005913	00	ROSE HARRIS								
MC1400968#4	000016		01	01/05/2016	048-0000-630.29-01	RESTITUTION/C KRAMER	25.00			
						VENDOR TOTAL *	25.00			
0001214	00	SAYLOR CLEANERS								
DEC15	002233		01	01/04/2016	001-7130-502.29-54	DEC 15 DRY CLEANING	EFT:		999.75	
						VENDOR TOTAL *	.00		999.75	
0007230	00	SCHAEFER JOHNSON COX FREY & ASOC PA								
15117	002231		01	01/04/2016	088-9900-650.29-00	ARENA RENOVATION DESIGN	353,966.65			
						VENDOR TOTAL *	353,966.65			
0007100	00	SCHENDEL PEST SERVICES								
60299351	6541	U10214	01	12/30/2015	008-6920-570.29-57	DEC 15 PEST CTRL/GOLF CLU	24.00			
						VENDOR TOTAL *	24.00			
0005040	00	SHAUNDA BARRETT								
1221BARRETT	6542	U10215	01	12/30/2015	048-0000-630.29-00	HBS 122515 S BARRETT	50.00			
						VENDOR TOTAL *	50.00			
0003353	00	SIEBERT, RAY E.								
JAN16	0052	V00023	01	01/05/2016	001-7130-502.29-57	RADIO ANTENNA	400.00			
JAN16	0051	V00023	01	01/05/2016	001-7190-509.29-57	TORNADO SIREN	100.00			

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
0003353	00	SIEBERT, RAY E.							
						VENDOR TOTAL *	500.00		
0004318	00	SOUTHWEST PAPER							
880884		002259	01	12/31/2015	046-0000-112.00-00	JANITORIAL SUPPLIES	324.80		
						VENDOR TOTAL *	324.80		
0007315	00	SPECIALTIES INC ANIMAL CARE PRODUCT							
120295		002260	01	12/31/2015	044-7420-700.32-14	LEASHES	211.26		
						VENDOR TOTAL *	211.26		
0007320	00	STOCKTON, SHANE							
011316TOPEKA		0053 V00024	01	01/05/2016	001-6950-563.22-40	PER DIEM KS SHADE TREE CO	92.00		
						VENDOR TOTAL *	92.00		
0000992	00	SUNGARD PUBLIC SECTOR INC.							
112351		002234	01	01/04/2016	001-3100-452.29-63	SUNGARD TRANSACTIONS	263.04		
						VENDOR TOTAL *	263.04		
0005544	00	THINK! TONER AND INK							
10047948		0011 U10228	01	12/31/2015	001-3100-452.31-05	TONER	149.98		
						VENDOR TOTAL *	149.98		
0005040	00	TISHA GOERING							
1670GOERING		6543 U10216	01	12/30/2015	048-0000-630.29-00	HBS 122315 T GOERING	50.00		
						VENDOR TOTAL *	50.00		
0003880	00	TITLEIST							
901816563		6544 U10217	01	12/30/2015	008-6920-570.39-55	PRO SHOP MERCHANDISE	88.82		
						VENDOR TOTAL *	88.82		
0004790	00	UNIFIRST CORPORATION							
1169454DEC15		002278	01	12/31/2015	001-3050-455.29-54	DEC 15 UNIFORMS	129.96		
1169454DEC15		002272	01	12/31/2015	001-6150-574.29-54	DEC 15 UNIFORMS	164.72		
1169454DEC15		002277	01	12/31/2015	001-6215-552.29-54	DEC 15 UNIFORMS	49.88		
1169454DEC15		002264	01	12/31/2015	001-6320-555.29-54	DEC 15 UNIFORMS	239.84		
1169454DEC15		002276	01	12/31/2015	001-6470-557.29-54	DEC 15 UNIFORMS	32.24		
1169454DEC15		002270	01	12/31/2015	001-6940-561.29-54	DEC 15 UNIFORMS	372.08		
1169454DEC15		002268	01	12/31/2015	001-6950-563.29-54	DEC 15 UNIFORMS	128.96		
1169454DEC15		002266	01	12/31/2015	001-7230-522.29-54	DEC 15 UNIFORMS	67.12		
1169454DEC15		002267	01	12/31/2015	001-7230-522.29-54	DEC 15 UNIFORMS	144.80		
1169454DEC15		002274	01	12/31/2015	003-6420-559.29-54	DEC 15 UNIFORMS	467.60		
1169454DEC15		002275	01	12/31/2015	003-6430-559.29-54	DEC 15 UNIFORMS	16.12		
1169454DEC15		002265	01	12/31/2015	008-6920-570.29-54	DEC 15 UNIFORMS	52.20		
1169454DEC15		002269	01	12/31/2015	008-6920-570.29-54	DEC 15 UNIFORMS	62.56		
1169454DEC15		002271	01	12/31/2015	009-6930-571.29-54	DEC 15 UNIFORMS	16.12		
1169454DEC15		002263	01	12/31/2015	044-7420-700.29-54	DEC 15 UNIFORMS	86.20		
1169454DEC15		002262	01	12/31/2015	050-6971-573.29-54	DEC 15 UNIFORMS	67.76		
1169454DEC15		002280	01	12/31/2015	051-6621-491.29-54	DEC 15 UNIFORMS	130.80		
1169454DEC15		002279	01	12/31/2015	051-6624-492.29-54	DEC 15 UNIFORMS	177.32		

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
0004790	00	UNIFIRST CORPORATION							
1169454DEC15	002281		01	12/31/2015	052-6510-494.29-54	DEC 15 UNIFORMS	308.68		
1169454DEC15	002273		01	12/31/2015	052-6520-495.29-54	DEC 15 UNIFORMS	211.20		
						VENDOR TOTAL *	2,926.16		
0006583	00	VERITIV OPERATING COMPANY							
9018983041	002261		01	12/31/2015	046-0000-112.00-00	JANITORIAL SUPPLIES	451.20		
						VENDOR TOTAL *	451.20		
0006765	00	VIVERAE, INC							
26750	0054	V00025	01	01/05/2016	032-9210-432.21-90	WELLNESS PROGRAM	1,350.00		
						VENDOR TOTAL *	1,350.00		
0005913	00	WALMART RESTITUTION RECOVERY							
C186074#3	002240		01	12/31/2015	048-0000-630.29-01	RESTITUTION/T ROBINSON	20.00		
						VENDOR TOTAL *	20.00		
0005913	00	WALMART RESTITUTION RECOVERY							
C186074#4	000017		01	01/05/2016	048-0000-630.29-01	RESTITUTION/T ROBINSON	20.00		
						VENDOR TOTAL *	20.00		
0004484	00	WESTAR ENERGY							
5184110982DEC15	002236		01	01/04/2016	001-6810-453.26-10	DEC 15 SERVICE/2220 MAIN	52.48		
9640862567DEC15	002235		01	01/04/2016	050-6971-573.26-10	DEC 15 SERVICE/AIRPORT	58.70		
						VENDOR TOTAL *	111.18		
0001303	00	WHITE, CARMEL							
12312015	002232		01	01/04/2016	001-3060-456.31-01	MILEAGE REIMBR/C WHITE	6.90		
						VENDOR TOTAL *	6.90		
0005913	00	WILLIAM NARRON							
C186072#31	000018		01	01/05/2016	048-0000-630.29-01	RESTITUTION/STEVEN OATHOU	20.00		
						VENDOR TOTAL *	20.00		
0006834	00	WORKFORCE ALLIANCE OF SO CTRL KS							
135	0049	V00022	01	01/05/2016	001-9500-620.21-70	2016 REAP ASSESSMENT	4,831.50		
135	0050	V00022	01	01/05/2016	051-6621-491.29-57	2016 REAP ASSESSMENT	4,831.50		
						VENDOR TOTAL *	9,663.00		
						EFT/EPAY TOTAL ***		27,162.14	
						TOTAL EXPENDITURES ****	414,975.46	27,162.14	
						GRAND TOTAL *****		442,137.60	

PREPARED 01/04/2016, 12:45:36
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 12/31/2015 CHECK DATE: 12/31/2015

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
0000293	00	BLUE CROSS BLUE SHIELD OF KANSAS						
123115	002206		01	12/31/2015	032-9210-432.29-04	CLAIM PAYMENTS	CHECK #: 2015274	37,722.88
						VENDOR TOTAL *	.00	37,722.88
0000016	00	CITY BEVERAGE COMPANY INC						
247416	002207		01	12/31/2015	008-6920-570.32-04	BEER	CHECK #: 2015275	51.95
						VENDOR TOTAL *	.00	51.95
						HAND ISSUED TOTAL ***		37,774.83
						TOTAL EXPENDITURES ****	.00	37,774.83
						GRAND TOTAL *****		37,774.83

PREPARED 12/30/2015, 10:41:04
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 12/31/2015 CHECK DATE: 12/31/2015

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
0000557	00	ICMA RETIREMENT TRUST-457						
123115	002205		01	12/31/2015	015-0000-232.00-00	BI WEEKLY PR 123115	CHECK #: 2015273	780.99
						VENDOR TOTAL *	.00	780.99
						HAND ISSUED TOTAL ***		780.99
						TOTAL EXPENDITURES ****	.00	780.99
						GRAND TOTAL *****		780.99

PREPARED 12/30/2015, 9:20:54
PROGRAM: GM339L
City of Hutchinson

EXPENDITURE APPROVAL LIST
AS OF: 12/30/2015 CHECK DATE: 12/30/2015

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
0006858	00	PITNEY BOWES		POSTAGE BY PHONE				
50004662	DEC15	002204	01	12/30/2015	048-0000-630.29-00	REFILL POSTAGE MACHINE	CHECK #: 2015272	5,017.00
						VENDOR TOTAL *	.00	5,017.00
						HAND ISSUED TOTAL ***		5,017.00
						TOTAL EXPENDITURES ****	.00	5,017.00
						GRAND TOTAL *****		5,017.00

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
0000121	00	ACE FIRE EXTINGUISHER CO							
14412	6459	U10138	01	12/29/2015	031-6991-567.29-57	ANNUAL FIRE EXT SERVICE	100.24		
						VENDOR TOTAL *	100.24		
0000133	00	ADVANCE TERMITE & PEST CTRL, INC							
216265	6460	U10139	01	12/29/2015	001-7250-523.29-57	PRAIRIE DOG CONTROL/CTC	EFT:	1,000.00	
						VENDOR TOTAL *	.00	1,000.00	
0005439	00	AIRGAS USA, LLC							
9931847961	6461	U10140	01	12/29/2015	001-6940-561.32-08	CYLINDER RENTAL	45.00		
						VENDOR TOTAL *	45.00		
0005040	00	ALISHA DOVE							
1677DOVE	6410	U10096	01	12/28/2015	048-0000-630.29-00	HBS 121815 A DOVE	50.00		
						VENDOR TOTAL *	50.00		
0007155	00	ALLSTATE BENEFITS/PMT PROCESSING							
DEC15/23243	6411		01	12/28/2015	015-0000-217.00-00	DEC 15 INV	1,642.86		
						VENDOR TOTAL *	1,642.86		
0007317	00	AMEC EARTH & ENVIRONMENTAL, INC							
S41100083	6412	U10098	01	12/28/2015	088-9900-650.29-00	MAPLE STREET STORMWTR 15-	2,567.08		
						VENDOR TOTAL *	2,567.08		
0001256	00	APAC, INC - SHEARS DIV							
8001535852	6462	U10141	01	12/29/2015	003-6420-559.32-02	ASPHALT	456.62		
8001535852	6463	U10141	01	12/29/2015	051-6624-492.32-02	ASPHALT	219.95		
						VENDOR TOTAL *	676.57		
0002141	00	ARNOLD GROUP,THE							
2188977	6413	U10099	01	12/28/2015	001-4120-462.29-57	RENTAL REGIST TEMP	568.00		
						VENDOR TOTAL *	568.00		
0000215	00	AT&T							
6498971098DEC156414	U10100	01	12/28/2015	031-6991-567.26-40	DEC 15 SERV/FUN VALLEY	121.04			
						VENDOR TOTAL *	121.04		
0000227	00	B & B HYDRAULICS, INC							
3007562	6464	U10142	01	12/29/2015	001-6310-554.32-16	STOCK PARTS	EFT:	7.59	
3007469	6465	U10143	01	12/29/2015	001-6310-554.32-16	TRK #3 FIRE/PARTS	EFT:	9.52	
						VENDOR TOTAL *	.00	17.11	
0001543	00	BRYANT, MARGE							
OCT-DEC15	6415	U10101	01	12/28/2015	001-3060-456.22-30	MILEAGE REIMBR OCT-DEC15	175.95		
						VENDOR TOTAL *	175.95		
0000268	00	CAUSE FOR PAWS, INC							
NOV/DEC2015	6466	U10144	01	12/29/2015	044-7420-700.27-11	2015 FINAL RESCUE VAN REI	214.59		
						VENDOR TOTAL *	214.59		
0001602	00	CHENEY DOOR 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
0001602	00	CHENEY DOOR CO, INC							
0299024	6517	U10190	01	12/29/2015	001-7250-523.27-10	STAT#7 DOOR ADJMT	232.00		
0299021	6518	U10191	01	12/29/2015	001-7250-523.27-10	STAT#4 DOOR REPAIR	165.00		
						VENDOR TOTAL *	397.00		
0000487	00	COOPER TIRE SERVICE INC							
1214862	6467	U10145	01	12/29/2015	001-6310-554.32-16	UNIT #8 TIRES	593.56		
1214730	6468	U10146	01	12/29/2015	001-6310-554.32-16	UNIT #8 TIRE REPAIR	90.46		
1214167	6469	U10147	01	12/29/2015	001-6310-554.32-16	UNIT #231 TIRE REPAIR	25.24		
1214640	6470	U10148	01	12/29/2015	001-6310-554.32-16	UNIT #98 TIRE REPAIR	36.05		
1214674	6471	U10149	01	12/29/2015	001-6310-554.32-16	UNIT #203 TIRE REPAIR	20.60		
						VENDOR TOTAL *	765.91		
0005566	00	COTTON ELECTRIC SERVICES, INC.							
31478	6472	U10150	01	12/29/2015	001-7230-522.27-50	GLOVE TESTING	45.51		
						VENDOR TOTAL *	45.51		
0002577	00	DENNIS WILLEMS							
REIMBWILLEMS	6416		01	12/28/2015	001-0000-325.32-65	RENTAL INSP FEE/RR15-001	25.00		
						VENDOR TOTAL *	25.00		
0005639	00	DOUBLE CHECK COMPANY, INC.							
0479652	6473	U10151	01	12/29/2015	001-6320-555.32-14	DIESEL ADDITIVE	122.00		
SMI24902	6474	U10152	01	12/29/2015	001-6320-555.27-30	PUMP REPAIRS	111.69		
						VENDOR TOTAL *	233.69		
0004948	00	ECOLAB INC							
0329932	6417		01	12/28/2015	046-0000-112.00-00	JANITORIAL SUPPLIES	333.28		
						VENDOR TOTAL *	333.28		
0005405	00	EHLING CUSTOM MILLS INC							
14196	6475	U10153	01	12/29/2015	001-6945-562.32-06	ALFALFA PELLETS	452.36		
						VENDOR TOTAL *	452.36		
0006745	00	EXCHANGE HOLDINGS, LLC							
DEC15	6419		01	12/28/2015	001-0000-370.37-11	DEC 15 MALL OUTLET CID	759.17		
DEC15	6418	U10104	01	12/28/2015	345-0000-651.29-57	DEC 15 MALL OUTLET CID	15,183.38		
						VENDOR TOTAL *	14,424.21		
0000686	00	FASTENAL CO							
KSHUT186774	6476	U10154	01	12/29/2015	001-6310-554.32-16	PARTS TRAILER #323	6.20		
KSHUT186629	6420	U10105	01	12/28/2015	001-7230-522.32-16	PARTS/BRUSH 22	3.22		
						VENDOR TOTAL *	9.42		
0000777	00	GALLS, LLC							
004587172	6421	U10106	01	12/28/2015	001-7190-509.32-21	PANTS	83.52		
004585108	6422	U10107	01	12/28/2015	001-7190-509.32-21	PANTS	178.95		
						VENDOR TOTAL *	262.47		
0000962	00	GRINER AND SCHMITZ INC							

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
0007035	00	J SANTAMARIA TREE SERVICE LLC	22	6483	U10161	01	12/29/2015	001-6950-563.29-57	LIMB REMOVAL PO#150085	EFT:	9,820.00
VENDOR TOTAL *										.00	9,820.00
0000087	00	JOHNNY JOHNSTON	REFUND/JOHNSTON6436			01	12/28/2015	044-0000-358.35-81	REFUND J JOHNSTON/SPRAY N	75.00	
VENDOR TOTAL *										75.00	
0000812	00	KANSAS ARBORISTS ASSOCIATION	2016MEMBERSHIP	6484	U10162	01	12/29/2015	001-6950-563.29-53	ANNUAL MEMBERSHIP/J LINDA	20.00	
VENDOR TOTAL *										20.00	
0000813	00	KANSAS COSMOSPHERE & SPACE CNT	NOV15SALESTAX	6437	U10117	01	12/28/2015	001-9500-620.21-80	OCT15 SALES/NOV15 TAX	57,504.37	
VENDOR TOTAL *										57,504.37	
0000822	00	KANSAS DEPT OF REVENUE ABC	DEC15	6438	U10118	01	12/28/2015	048-0000-630.29-00	DEC15 CMB REPORT	150.00	
VENDOR TOTAL *										150.00	
0000830	00	KANSAS FIRE EQUIPMENT CO	0420875	6519	U10192	01	12/29/2015	001-7230-522.32-10	NAME BARS	110.12	
VENDOR TOTAL *										110.12	
0003517	00	KANSAS GAS SERVICE	510357261DEC15	6439	U10119	01	12/28/2015	050-6971-573.26-20	DEC15 AIRPORT ADM BLDG	580.69	
VENDOR TOTAL *										580.69	
0005586	00	KANSAS UNDERGROUND SALT MUSEUM	DEC15	6440	U10120	01	12/28/2015	001-9500-620.21-80	OCT15 SALES/NOV15 TAX	8,712.78	
VENDOR TOTAL *										8,712.78	
0004538	00	MES-MIDAM	00697355	6520	U10193	01	12/29/2015	001-7230-522.32-21	BUNKER GEAR REPAIR	EFT:	14.59
VENDOR TOTAL *										.00	14.59
0000904	00	MID-KANSAS TENT AND AWNING	18209	6521	U10194	01	12/29/2015	001-7230-522.27-50	TARP REPAIR	28.00	
VENDOR TOTAL *										28.00	
0000914	00	MIDWEST TRUCK EQUIPMENT INC	8671	6485	U10163	01	12/29/2015	001-6310-554.32-16	UNIT #3 REPAIR	EFT:	582.00
VENDOR TOTAL *										.00	582.00
0004605	00	MILLER, MATT	113015TOPEKA	6441	U10121	01	12/28/2015	008-6920-570.22-40	PER DIEM/TURFGRASS CONF T	138.00	
VENDOR TOTAL *										138.00	
0002075	00	MOBILE RADIO SERVICE, INC.	3446700	6442	U10122	01	12/28/2015	001-7230-522.27-70	REPAIR TO RADIO	EFT:	465.00

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
0002075	00	MOBILE RADIO SERVICE, INC.						
3446800	6443	U10123	01	12/28/2015	001-7230-522.27-70	RADIO REPAIR	EFT:	172.00
						VENDOR TOTAL *	.00	637.00
0000955	00	MURPHY TRACTOR & EQUIPMENT CO.						
439837	6486	U10164	01	12/29/2015	003-6420-559.32-24	CARBIDE TEETH/SMALL COLD	909.44	
						VENDOR TOTAL *	909.44	
0001093	00	PAVING MAINTENANCE SUPPLY INC						
0186339	6488	U10166	01	12/29/2015	089-9900-650.29-00	SLURRY PO#15005	21,246.75	
						VENDOR TOTAL *	21,246.75	
0006544	00	PIONEER MATERIALS, INC						
150476100	6489	U10167	01	12/29/2015	001-6940-561.27-10	BUILDING MATERIAL	867.00	
						VENDOR TOTAL *	867.00	
0000095	00	PRAIRIELAND PARTNERS						
1225886	6490	U10168	01	12/29/2015	001-6310-554.32-16	STOCK HYD OIL	EFT:	564.44
1225746	6491	U10169	01	12/29/2015	001-6310-554.32-16	UNIT #75 PARTS	EFT:	115.86
1223645	6492	U10170	01	12/29/2015	001-6950-563.32-21	HARD HATS	EFT:	65.99
						VENDOR TOTAL *	.00	746.29
0001139	00	PROFESSIONAL ENG CONSULTANTS						
512876	6487	U10165	01	12/29/2015	089-9900-650.29-00	WATER RATE STUDY PYMT#3	2,412.50	
						VENDOR TOTAL *	2,412.50	
0005040	00	RAGEN HILL						
1687HILL	6444	U10124	01	12/28/2015	048-0000-630.29-00	RICE 121915 R HILL	50.00	
						VENDOR TOTAL *	50.00	
0001157	00	RAMSEY PROPANE INC						
111727	6493	U10171	01	12/29/2015	031-6991-567.32-29	PROPANE/FUN VALLEY	EFT:	248.24
						VENDOR TOTAL *	.00	248.24
0001196	00	ROSE MOTOR SUPPLY CO INC						
204738B	6496	U10173	01	12/29/2015	001-6310-554.32-16	STOCK BATTERY	EFT:	155.61
204697B	6497	U10174	01	12/29/2015	001-6310-554.32-16	UNIT #231 BATTERY	EFT:	154.65
204871B	6498	U10175	01	12/29/2015	001-6310-554.32-16	UNIT #2 PARTS	EFT:	3.99
204927B	6499	U10176	01	12/29/2015	001-6310-554.32-16	BRUSH#52 PARTS	EFT:	6.28
204317B	6494	U10172	01	12/29/2015	001-6320-555.32-14	TOOL/SERVICE TRK	EFT:	23.79
204738B	6495	U10173	01	12/29/2015	001-6320-555.32-14	SHOP EQUIPMT	EFT:	64.76
						VENDOR TOTAL *	.00	409.08
0001478	00	SAFETY-KLEEN CORP						
68829565	6500	U10177	01	12/29/2015	001-6320-555.29-57	SOLVENT TANK RENTAL	782.40	
						VENDOR TOTAL *	782.40	
0007100	00	SCHENDEL PEST SERVICES						
60299350	6501	U10178	01	12/29/2015	001-6940-561.29-57	DEC 15 PEST CTRL/PARK OFF	29.00	
60299361	6503	U10180	01	12/29/2015	001-6970-564.29-57	DEC 15 PEST CTRL/MEM HALL	24.00	

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
0007100	00	SCHENDEL PEST SERVICES						
60299360	6504	U10181	01	12/29/2015	001-6980-565.29-57	DEC 15 PEST CTRL/SPORTS A	28.00	
60299348	6502	U10179	01	12/29/2015	001-6990-566.29-57	DEC 15 PEST CTRL/CITY HAL	29.00	
						VENDOR TOTAL *	110.00	
0005040	00	SEIU						
1627SEIU	6445	U10125	01	12/28/2015	048-0000-630.29-00	RICE 121815 SEIU	50.00	
						VENDOR TOTAL *	50.00	
0001258	00	SHERWIN-WILLIAMS CO						
59479	6448		01	12/28/2015	046-0000-112.00-00	PAINT SUPPLIES	53.76	
						VENDOR TOTAL *	53.76	
0002577	00	SHERYL BRADLEY						
FIRE/BRADLEY	6447	U10126	01	12/28/2015	001-9500-620.29-00	FIRE PROCEEDS 126 W 12TH	1.46	
FIRE/BRADLEY	6446		01	12/28/2015	047-0000-287.00-00	FIRE PROCEEDS 126 W 12TH	19,615.80	
						VENDOR TOTAL *	19,617.26	
0005040	00	SONCERE MCCLELLAND						
1674MCCLELLAND	6449	U10128	01	12/28/2015	048-0000-630.29-00	HBS 121715 S MCCLELLAND	50.00	
						VENDOR TOTAL *	50.00	
0004458	00	SPRINT						
114506024DEC15	6450	U10129	01	12/28/2015	001-7230-522.26-40	DEC 15 SERVICE/FIRE	6.04	
						VENDOR TOTAL *	6.04	
0005040	00	SUE EPLEY						
1324EPLEY	6451	U10130	01	12/28/2015	048-0000-630.29-00	RICE 121715 S EPLEY	50.00	
						VENDOR TOTAL *	50.00	
0001240	00	SUNFLOWER ELECTRIC SUPPLY INC						
5945901	6505	U10182	01	12/29/2015	001-6320-555.32-14	ELECT DRILL PARTS	22.81	
						VENDOR TOTAL *	22.81	
0001243	00	T & E OIL COMPANY INC						
423754	6506	U10183	01	12/29/2015	001-6310-554.32-30	DIESEL FUEL		EFT: 11,556.34
						VENDOR TOTAL *	.00	11,556.34
0005544	00	THINK! TONER AND INK						
10047923	6452	U10131	01	12/28/2015	001-3100-452.31-05	TONER	64.99	
10047922	6453	U10132	01	12/28/2015	001-3100-452.31-05	TONER	669.97	
						VENDOR TOTAL *	734.96	
0000377	00	TRENT BLAND						
000090305	UT		04	12/29/2015	051-0000-110.01-00	REF CREDIT/1018 E 11TH	130.00	
						VENDOR TOTAL *	130.00	
0006845	00	UL, LLC						
72020117478	6522	U10195	01	12/29/2015	001-7230-522.27-40	AERIAL TESTING	5,453.00	
						VENDOR TOTAL *	5,453.00	
0001378	00	VERMEER GREAT PLAINS						

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
0001378	00	VERMEER GREAT PLAINS								
P07081	6507	U10184	01	12/29/2015	001-6950-563.32-14	POLE SAWS/EXTENSIONS	279.71			
						VENDOR TOTAL *	279.71			
0003623	00	VISA - HEARTLAND CREDIT UNION								
4521NOV15	6512	U10188	01	12/29/2015	001-6470-557.32-22	WESTLAKE/FASTENERS	2.84			
4521NOV15	6513	U10188	01	12/29/2015	001-6470-557.32-22	WESTLAKE/SCREWS	11.49			
4521NOV15	6514	U10188	01	12/29/2015	001-6470-557.32-22	LOWES/MARKERS	37.80			
4521NOV15	6511	U10188	01	12/29/2015	003-6420-559.32-16	ROSE MTR/FUEL CAP	10.91			
8452NOV15	6515	U10189	01	12/29/2015	003-6420-559.32-24	ROSE MTR/HOSE	103.50			
8452NOV15	6516	U10189	01	12/29/2015	003-6420-559.32-14	LOWES/TOOL BAGS	59.76			
						VENDOR TOTAL *	226.30			
0004484	00	WESTAR ENERGY								
5295117462DEC15	6455	U10134	01	12/28/2015	031-6991-567.26-10	DEC 15 SERVICE FUN VALLEY	53.41			
7258328627DEC15	6456	U10135	01	12/28/2015	031-6991-567.26-10	DEC 15 SERVICE FUN VALLEY	3,146.69			
0271585043DEC15	6454	U10133	01	12/28/2015	050-6971-573.26-10	DEC 15 SERVICE AIRPORT FU	34.00			
						VENDOR TOTAL *	3,234.10			
0001332	00	WHITE STAR MACHINERY								
05136025	6508	U10185	01	12/29/2015	001-6310-554.32-16	UNIT #303 PARTS	180.32			
05136036	6509	U10186	01	12/29/2015	001-6310-554.32-16	CREDIT FREIGHT	14.75			
						VENDOR TOTAL *	165.57			
0005752	00	WINDSTREAM CORPORATION								
011101691DEC15	6457	U10136	01	12/28/2015	346-7190-509.29-50	DEC 15 SERVICE	6.13			
						VENDOR TOTAL *	6.13			
0004570	00	WINTERS PLUMBING								
2580	6523	U10196	01	12/29/2015	001-7250-523.27-10	STAT#1 WTR HEATER INSTALL	678.98			
						VENDOR TOTAL *	678.98			
0006398	00	WOODARD MERCANTILE								
131512110007	6458	U10137	01	12/28/2015	001-6945-562.32-06	ANIMAL FOOD	895.97			
						VENDOR TOTAL *	895.97			
0001357	00	WRAY & SONS ROOFING INC								
5201517	6510	U10187	01	12/29/2015	001-6970-564.27-10	ROOD REPAIR/MEM HALL	170.00			
						VENDOR TOTAL *	170.00			
						EFT/EPAY TOTAL ***			25,738.60	
						TOTAL EXPENDITURES ****	189,309.73		25,738.60	
						GRAND TOTAL *****			215,048.33	

PREPARED 12/29/2015, 12:17:40
PROGRAM: GM339L
City of Hutchinson

EXPENDITURE APPROVAL LIST
AS OF: 12/29/2015 CHECK DATE: 12/29/2015

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
0000557	00	ICMA RETIREMENT TRUST-457						
123015	002203		01	12/30/2015	015-0000-232.00-00	FINAL SEMI MONTHLY PR	CHECK #: 2015271	9,823.04
						VENDOR TOTAL *	.00	9,823.04
						HAND ISSUED TOTAL ***		9,823.04
						TOTAL EXPENDITURES ****	.00	9,823.04
						GRAND TOTAL *****		9,823.04

COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	602
FOR ACTION	✓
INFORMATION ONLY	

City of Hutchinson

Finance Department

Memorandum

To: City Council and John Deardoff, City Manager
From: Frank Edwards, Director of Finance
Date: January 19, 2016
Re: Resolution and Conveying Documents - Economic Development Bonds

BACKGROUND

In 2004, the Council approved a letter of intent and subsequently issued \$1.1 Million Economic Development Bonds formally known as Goodwill Industries Easter Seals of Kansas, Inc. and currently known as Goodwill Industries of Kansas, Inc. The City had no direct financial impact and acted as a "pass through" agency in this process. Until these bonds were retired the City held title to the properties included in the attached agreements.

The City has been notified by Goodwill Industries of Kansas and Kutak Rock, LLC. has reviewed and concurred that all obligation have been met to allow the City transfer title of these holding to Goodwill Industries of Kansas, Inc.

ISSUE

The City's governing body must adopt the enclosed resolution and sign the attached bill of sale, warranty deeds and release of leases to conclude this transfer. This transfer will conclude the City's involvement with these Economic Development Bonds.

RECOMMENDATION

Staff with advice from Kutak Rock's legal counsel recommends adopting the resolution and signing the attached documents to convey these properties back to Goodwill Industries of Kansas, Inc.



Goodwill Industries of Kansas, Inc.

Wichita, KS • 3351 N. Webb Road, 67226 • P.O. Box 8169, 67208 | Phone: 316.744.9291 • Fax: 316.744.1428
goodwillks.org • facebook.com/GoodwillKansas • twitter.com/Goodwill_Kansas

January 8, 2016

Karen Weltmer, City Clerk
City of Hutchinson
125 E. Ave A
Hutchinson, Kansas 67504

Bank of America, N.A.
100 N. Broadway, 3rd Floor
Wichita, Kansas 67202-2273

Re: City of Hutchinson, Kansas
Economic Development Revenue Bonds, Series A, B and C, 2004
(Goodwill Industries of Kansas, Inc.)

Ladies and Gentlemen:

This is to advise that Goodwill Industries of Kansas, Inc., formerly known as Goodwill Industries Easter Seals of Kansas, Inc. hereby elects to exercise the option to purchase the Project as described in *Section 17.1* of a Lease between the City of Hutchinson, Kansas as Issuer and Goodwill Industries Easter Seals of Kansas, Inc., as Tenant, dated as of August 4, 2004, as supplemented by Supplemental Lease No. 1 between such parties dated as of October 15, 2004 (collectively, the "Lease") and as authorized by Ordinance Nos. 2004-19 and 2004-34 of the City of Hutchinson, Kansas. The undersigned hereby certifies that Goodwill Industries of Kansas, Inc. is not in default under the Lease. The undersigned represents that the principal and interest on the above-referenced bonds has been paid in full.

Very truly yours,

GOODWILL INDUSTRIES
OF KANSAS, INC.

By: Greg Sandlin, Vice President



RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE SALE AND
CONVEYANCE OF CERTAIN LAND BY THE CITY OF
HUTCHINSON, KANSAS TO GOODWILL INDUSTRIES OF
KANSAS, INC.**

WHEREAS, pursuant to Ordinance Nos. 2004-19 and 2004-34 and the Bond Agreement dated August 4, 2004 regarding the Series A & B, 2004 Bonds and the Supplemental Bond Agreement No. 1 dated as of October 15, 2004 regarding the Series C, 2004 Bonds (collectively, the "Bond Agreement") between the City of Hutchinson, Kansas (the "City"), Goodwill Industries of Kansas, Inc., formerly known as Goodwill Industries Easter Seals of Kansas, Inc. (the "Tenant") and Bank of America, N.A. (the "Bank"), the City has previously issued its Economic Development Revenue Bonds, Series A & B, 2004 dated August 4, 2004 and its Economic Development Revenue Bonds, Series C, 2004 dated October 15, 2004 (collectively, the "Bonds") in the aggregate principal amounts of \$1,100,000 and \$852,500, respectively, to finance the cost of acquiring and equipping certain commercial buildings in the cities of Hutchinson, Kansas, Wichita, Kansas and Hays, Kansas for use as retail thrift store facilities (collectively, the "Project") and leased to the Tenant, a Kansas not-for-profit corporation, pursuant to a Lease dated as of August 4, 2004 (the "Original Lease") and Supplemental Lease No. 1 dated as of October 15, 2004 (the "Supplemental Lease") between the City and the Tenant (collectively, the "Lease"); and

WHEREAS, the Tenant desires to exercise its option to purchase the Project under *Section 17.1* of the Original Lease and has certified to the City that it is not in default under the Lease; and

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

WHEREAS, the owner of the Bonds has certified that the Bonds have been paid in full; and

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

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

Section 1. The Mayor and City Clerk are authorized and directed to execute and deliver special warranty deeds substantially in the forms set forth on *Exhibits A-1, A-2 and A-3* and bill of sale substantially in the form set forth in *Exhibit B* attached hereto, transferring title to the Project to the Tenant. Such deeds and bill of sale shall be delivered to the Bank for delivery to the Tenant upon deposit of sufficient funds to pay the purchase option price as specified and provide for the redemption of the outstanding Bonds on the Redemption Date. The Mayor and City Clerk are hereby further authorized and directed to execute a Release of Lease, substantially in the forms attached hereto as *Exhibit C-1, C-2 and C-3*, and deliver same to the Bank for delivery with the deeds and bill of sale on the Redemption Date.

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

Section 3. The Bank is hereby directed to take all action necessary to accomplish the purpose of this Resolution including providing for notice of redemption of the outstanding Bonds in accordance with the Bond Agreement of the City.

ADOPTED by the governing body of the City of Hutchinson, Kansas this 19th day of January, 2016.

CITY OF HUTCHINSON, KANSAS

By: _____
Mayor

[SEAL]

Attest:

By: _____
City Clerk

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made _____ ____, 2016 between the City of Hutchinson, Kansas, a municipal corporation, as Grantor, and Goodwill Industries of Kansas, Inc., as Grantee;

WITNESSETH, that said Grantor, in furtherance of the terms of a certain Lease dated as of August 4, 2004 between Grantor and Goodwill Industries of Kansas, Inc., formerly Goodwill Industries Easter Seals of Kansas, Inc., and as authorized by a Resolution duly adopted by the governing body of the City of Hutchinson, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Reno County, Kansas:

Lot 1, Block 1, Aldi Addition, a Replat of a portion of Lot 3, Block 1, Fountainwood Subdivision, Hutchinson, Reno County, Kansas,

for the sum of \$100.00 and other valuable consideration;

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

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

[SEAL]

ATTEST:

CITY OF HUTCHINSON, KANSAS,
a municipal corporation

Karen Weltmer, City Clerk

Jade Piros de Carvalho, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF RENO)

The foregoing instrument was acknowledged before me this 19th day of January, 2016 by Jade Piros de Carvalho, Mayor, and Karen Weltmer, City Clerk, respectively, of the City of Hutchinson, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made _____, 2016 between the City of Hutchinson, Kansas, a municipal corporation, as Grantor, and Goodwill Industries of Kansas, Inc., as Grantee;

WITNESSETH, that said Grantor, in furtherance of the terms of a certain Lease dated as of August 4, 2004 between Grantor and Goodwill Industries of Kansas, Inc., formerly known as Goodwill Industries Easter Seals of Kansas, Inc., and as authorized by a Resolution duly adopted by the governing body of the City of Hutchinson, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Sedgwick County, Kansas:

The West 49.25 feet of Lots 1 and 2, all of Lots 3, 4, 17, 18, 19 and 20, Block 18, Fruitvale Park Addition, Wichita, Sedgwick County, Kansas,

for the sum of \$100.00 and other valuable consideration;

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

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

[SEAL]

ATTEST:

CITY OF HUTCHINSON, KANSAS,
a municipal corporation

Karen Weltmer, City Clerk

Jade Piros de Carvalho, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF RENO)

The foregoing instrument was acknowledged before me this 19th day of January, 2016 by Jade Piros de Carvalho, Mayor, and Karen Weltmer, City Clerk, respectively, of the City of Hutchinson, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made _____, 2016 between the City of Hutchinson, Kansas, a municipal corporation, as Grantor, and Goodwill Industries of Kansas, Inc., as Grantee;

WITNESSETH, that said Grantor, in furtherance of the terms of a certain Lease dated as of August 4, 2004, as supplemented by Supplemental Lease No. 1 dated as of October 15, 2004, between Grantor and Goodwill Industries of Kansas, Inc., formerly known as Goodwill Industries Easter Seals of Kansas, Inc., and as authorized by a Resolution duly adopted by the governing body of the City of Hutchinson, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Ellis County, Kansas:

A tract of land in the Southwest quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. Ellis County, Kansas, described as follows:

Beginning at a point 270 feet North and 270 feet East of the Southwest corner of Section 22, this being the point of beginning; thence East parallel to the South line of said Section 22, a distance of 182 feet; thence North parallel with the West line of said Section, a distance of 375 feet; thence West parallel to the South line of said Section, a distance of 182 feet; thence South parallel with the West line of said Section, a distance of 375 feet, to the point of beginning

EXCEPT

That part of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas, described as follows:

Commencing at the Southwest corner of said Section 22; thence on an assumed bearing of North along the West line of said section a distance of 615 feet; thence North 89 degrees 12 minutes 15 seconds East along a line parallel with the South line of said Section a distance of 408.25 feet to the point of beginning of the land to be described; thence continuing on the last described course, a distance of 43.75 feet; thence on a bearing of South a distance of 345.00 feet; thence South 89 degrees 12 minutes 15 seconds West a distance of 13.75

feet; thence on a bearing of North a distance of 310.00 feet; thence North 40 degrees 56 minutes 17 seconds West a distance of 45.78 feet to the point of beginning

AND EXCEPT

That part of the Southwest quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas, described as follows:

Commencing at the Southwest corner of said Section 22; thence on an assumed bearing of North along the West line of said Section a distance of 615.00 feet; thence North 89 degrees 12 minutes 15 seconds East along a line parallel with the South line of said Section a distance of 270.00 feet to the point of beginning of the land to be described; thence continuing on the last described course, a distance of 182.00 feet; thence on a bearing of North a distance of 30.00 feet; thence South 89 degrees 12 minutes 15 seconds West a distance of 182.00 feet; thence on a bearing of South a distance of 30.00 feet to the point of beginning;

for the sum of \$100.00 and other valuable consideration;

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

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

[SEAL]

ATTEST:

CITY OF HUTCHINSON, KANSAS,
a municipal corporation

Karen Weltmer, City Clerk

Jade Piros de Carvalho, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF RENO)

The foregoing instrument was acknowledged before me this 19th day of January, 2016 by Jade Piros de Carvalho, Mayor, and Karen Weltmer, City Clerk, respectively, of the City of Hutchinson, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires:

BILL OF SALE

In furtherance of the terms of a certain Lease dated as of August 4, 2004 and Supplemental Lease No. 1 dated as of October 15, 2004 between the City of Hutchinson, Kansas and Goodwill Industries, Inc., formerly known as Goodwill Industries Easter Seals of Kansas, Inc., and for valuable consideration, Assignor hereby transfers, assigns and conveys to Goodwill Industries of Kansas, Inc., Assignee, all personal property purchased with the proceeds of the City of Hutchinson, Kansas, Economic Development Revenue Bonds, Series A & B, 2004, dated August 4, 2004 and Series C, 2004, dated October 15, 2004.

[SEAL]

ATTEST:

CITY OF HUTCHINSON, KANSAS,
a municipal corporation

Karen Weltmer, City Clerk

Jade Piros de Carvalho, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF RENO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Jade Piros de Carvalho, Mayor, and Karen Weltmer, City Clerk, respectively of the City of Hutchinson, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires:

RELEASE OF LEASE

WHEREAS, the City of Hutchinson, Kansas (the "City") has heretofore entered into a Lease dated as of August 4, 2004 (the "Lease") between the City and Goodwill Industries Easter Seals of Kansas, Inc. (the "Tenant"), notice of which was recorded on August 12, 2004 in Book 389 at page 428 in the office of the Reno County Register of Deeds; and

WHEREAS, the City assigned its interest in the Lease to Bank of America, N.A. acting as bond registrar and paying agent for the City and others for purpose of enforcement of the Tenant's covenants under the Lease; and

WHEREAS, the Tenant has exercised its option to purchase the facilities described in the Lease (the "Projects") from the City; and

WHEREAS, except for Tenant's obligations under Sections 8.2 of the Lease relating to environmental laws and 14.2 of the Lease relating to indemnity, all of the Tenant's obligations to the City under the Lease have been satisfied;

THEREFORE, the following property is hereby released from any claim of the City and the Bank under the Lease:

Lot 1, Block 1, Aldi Addition, a Replat of a portion of Lot 3, Block 1, Fountainwood Subdivision, Hutchinson, Reno County, Kansas,

CITY OF HUTCHINSON, KANSAS

By: _____
Jade Piros de Carvalho, Mayor

[SEAL]

ATTEST:

By : _____
Karen Weltmer, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF RENO)

The foregoing instrument was acknowledged before me this 19th day of January, 2016 by Jade Piros de Carvalho, Mayor, and Karen Weltmer, City Clerk, respectively of the City of Hutchinson, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

By: _____
Notary Public

My appointment expires: _____

Bank of America, N.A.

[SEAL]

By: _____

Name: Donn Einerson

Title: Sr. Vice President

ATTEST:

Name:

Title:

STATE OF MISSOURI)

) SS:

COUNTY OF JACKSON)

This instrument was acknowledged before me this ____ day of January, 2016 by Donn Einerson as Senior Vice President of Bank of America, N.A., Wichita, Kansas, a national banking association.

[SEAL]

Notary Public

My appointment expires: _____
date

RELEASE OF LEASE

WHEREAS, the City of Hutchinson, Kansas (the "City") has heretofore entered into a Lease dated as of August 4, 2004 (the "Lease") between the City and Goodwill Industries Easter Seals of Kansas, Inc. (the "Tenant"), notice of which is recorded in Doc.#/Flm-Pg: 28597035 in the office of the Sedgwick County Register of Deeds; and

WHEREAS, the City assigned its interest in the Lease to Bank of America, N.A. acting as bond registrar and paying agent for the City and others for purpose of enforcement of the Tenant's covenants under the Lease; and

WHEREAS, the Tenant has exercised its option to purchase the facilities described in the Lease (the "Projects") from the City; and

WHEREAS, except for Tenant's obligations under Sections 8.2 of the Lease relating to environmental laws and 14.2 of the Lease relating to indemnity, all of the Tenant's obligations to the City under the Lease have been satisfied;

THEREFORE, the following property is hereby released from any claim of the City and the Bank under the Lease:

The West 49.25 feet of Lots 1 and 2, all of Lots 3, 4, 17, 18, 19 and 20, Block 18, Fruitvale Park Addition, Wichita, Sedgwick County, Kansas,

CITY OF HUTCHINSON, KANSAS

By: _____
Jade Piros de Carvalho, Mayor

[SEAL]

ATTEST:

By : _____
Karen Weltmer, City Clerk

Bank of America, N.A.

[SEAL]

By: _____

Name: Donn Einerson

Title: Sr. Vice President

ATTEST:

Name:

Title:

STATE OF MISSOURI)

) SS:

COUNTY OF JACKSON)

This instrument was acknowledged before me this ____ day of January, 2016 by Donn Einerson as Senior Vice President of Bank of America, N.A., Wichita, Kansas, a national banking association.

[SEAL]

Notary Public

My appointment expires: _____
date

RELEASE OF LEASES

WHEREAS, the City of Hutchinson, Kansas (the "City") has heretofore entered into a Lease dated as of August 4, 2004 (the "Lease") between the City and Goodwill Industries Easter Seals of Kansas, Inc. (the "Tenant"), notice of which is recorded in Book 600 of Records, page 223 in the office of the Ellis County Register of Deeds; and

WHEREAS, the City has heretofore entered into Supplemental Lease No. 1 dated as of October 15, 2004 (the "Supplemental Lease" and together with the Lease, the "Leases") between the City and the Tenant, notice of which is recorded in Book 605 of Records at page 132 in the office of the Ellis County Register of Deeds; and

WHEREAS, the City assigned its interest in the Lease to Bank of America, N.A. acting as bond registrar and paying agent for the City and others for purpose of enforcement of the Tenant's covenants under the Leases; and

WHEREAS, the Tenant has exercised its option to purchase the facilities described in the Leases (the "Projects") from the City; and

WHEREAS, except for Tenant's obligations under Sections 8.2 of the Lease relating to environmental laws and 14.2 of the Lease relating to indemnity, all of the Tenant's obligations to the City under the Lease have been satisfied;

THEREFORE, the following property in Ellis County, Kansas is hereby released from any claim of the City and the Bank under the Leases:

A tract of land in the Southwest quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. Ellis County, Kansas, described as follows:

Beginning at a point 270 feet North and 270 feet East of the Southwest corner of Section 22, this being the point of beginning; thence East parallel to the South line of said Section 22, a distance of 182 feet; thence North parallel with the West line of said Section, a distance of 375 feet; thence West parallel to the South line of said Section, a distance of 182 feet; thence South parallel with the West line of said Section, a distance of 375 feet, to the point of beginning

EXCEPT

That part of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas, described as follows:

Commencing at the Southwest corner of said Section 22; thence on an assumed bearing of North along the West line of said section a distance of 615 feet; thence North 89 degrees 12 minutes 15 seconds East along a line parallel with the South line of said Section a distance of 408.25 feet to the point of beginning of the land to be described; thence continuing on the last described course, a distance of 43.75 feet; thence on a bearing of South a distance of 345.00 feet; thence South 89 degrees 12 minutes 15 seconds West a distance of 13.75 feet; thence on a bearing of North a distance of 310.00 feet; thence North 40 degrees 56 minutes 17 seconds West a distance of 45.78 feet to the point of beginning

AND EXCEPT

That part of the Southwest quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas, described as follows:

Commencing at the Southwest corner of said Section 22; thence on an assumed bearing of North along the West line of said Section a distance of 615.00 feet; thence North 89 degrees 12 minutes 15 seconds East along a line parallel with the South line of said Section a distance of 270.00 feet to the point of beginning of the land to be described; thence continuing on the last described course, a distance of 182.00 feet; thence on a bearing of North a distance of 30.00 feet; thence South 89 degrees 12 minutes 15 seconds West a distance of 182.00 feet; thence on a bearing of South a distance of 30.00 feet to the point of beginning;

CITY OF HUTCHINSON, KANSAS

By: _____
Jade Piros de Carvalho, Mayor

[SEAL]

ATTEST:

By : _____
Karen Weltmer, City Clerk

COUNCIL CONSENT	
FOR MEETING OF	1-19-16
AGENDA ITEM	7a
FOR ACTION	✓
INFORMATION ONLY	

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: JOHN DEARDOFF, CITY MANAGER
DATE: 1-6-2016
SUBJECT: ATV AREA-SOUTH HUTCHINSON

Background. On September 22, 2015 the City of South Hutchinson (COSH) requested that the City of Hutchinson (COH) close the access point across the City owned levee to the ATV riding area locate at 6th and Elm St. in South Hutchinson. The Hutchinson City Council took no action and ask the COSH to study the issue further and consider other alternatives. Attached is a letter from the COSH dated December 8, 2015 formally requesting the COH close the ATV and UTV access point to the Arkansas River located at 6th Ave and Elm St. in South Hutchinson. The COSH accepted input from users of the riding area and property owners in the area leading up to the COSH Council meeting held on December 7, 2015 where the Council voted to close the access point.

Issue. The access point to the riding area is actually property owned and managed by the COH. The actual riding area is located in the boundaries of the COSH. The COH owns the property that extends 100 feet from the center of the levee towards the river area. The attached aerial shows the city limit boundaries of both the COH and COSH. The COH has the authority to close the access point. If the COH decided not to close the access point the COSH could close off its street ROW in the area which would not allow access via the COH's levee access point.

Over the course of the past couple of weeks city staff discussed other alternatives. One option was finding another access point to the riding area along the levee which might provide a better staging area. In looking at the area, we did not find any workable alternative points of access. Even if other points of access were located it would not address all of the concerns of the COSH. Other options noted have been a private lease arrangement between the COH and private organization. Staff did not explore the private lease option as it again would not totally address the issues that have been raised by the COSH. The access point would be the same, while the noise can be controlled it cannot be eliminated. Policing the area would also be an issue as it is COH owned property located in the COSH city limits.

Recommendation. Initially the COH's position was to keep the riding area open and I believe there is still that desire. However, in light of the formal request from the City of South Hutchinson it would seem appropriate to honor the request and close the access point to the riding area at 6th and Elm St.

Attachments

COSH Letter
Property Aerial

Mayor Jade Piros de Carvalho
City Council Members
City of Hutchinson
125 East Avenue B
Hutchinson, KS 67501

December 8, 2015

Dear Mayor Piros de Carvalho:

On behalf of the City Council of the City of South Hutchinson, I would like to formally request that the City of Hutchinson consider closing the ATV and UTV access point to the Arkansas River located at 6th Avenue and Elm Street in South Hutchinson. Since the request was made to the City of Hutchinson on September 22, 2015, the City of South Hutchinson has received input from the users of the facility and property owners negatively impacted in South Hutchinson. After extensive debate and discussion, the City Council voted 4-1 to close the access point to the levee from the City of South Hutchinson side at December 7, 2015 meeting.

The council has addressed the issue in five public meetings and has allowed ample opportunity for all interested parties to participate in the process. As part of the input process, a group of riders requested an opportunity to develop a plan to keep the area open while addressing the concerns the Council and citizens raised regarding the ATVs in area. The council received that plan on November 17th and formally reviewed the plan on December 7th. The plan provided did not sufficiently address the concerns of the Council in the following areas:

- **Unloading and staging area:** The facility is simply not properly designed to accommodate the volume of traffic. The city investigated several options for creating a staging area for riders to unload. However, due to the development around the area and the narrow city right-of-ways, no feasible solution could be reached.
- **Regulating ridership:** The riding area has no posted regulations regarding access times, number of riders or noise restrictions on vehicles allowed in the area. The rules presented did not sufficiently address these concerns of the council.
- **Enforcement:** Self policing or increased police presence were identified enforcement options. During the public debate regarding the ATV access it became apparent that self policing by the riders was not a workable solution. From September to December, during heightened scrutiny, there were multiple incidents where public streets were damaged by ATV riders on Elm Street, 5th Street and 6th Street. The owner of Silas Enterprises reported that ATV riders were riding on the measuring scales at his business. There were multiple complaints about ATV riders illegally on the streets and in the park as late as 2 AM. Limited resources will not allow the city to provide any significant additional policing presence. Absent regulations within the park or a realistic mechanism to enforce rules that are created, the council felt that the problems would continue.
- **Public Safety and Noise:** On high traffic days the parking along Elm street can extend seven or more blocks in multiple directions with over 100 riders in the area according to the riders presenting. That creates multiple safety risks on the road and within the park itself. The proposal did offer options to address some of these issues, but absent of a realistic enforcement mechanism the regulations and penalties prescribed offer no incentive for compliance.

the process. Several variations of support petitions were presented. In reviewing those petitions it was clear that the majority of the signatures were not South Hutchinson residents and in at least one case a business owner opposed to park was listed without permission.

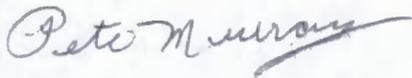
The council also made clear that they would revisit the decision should there be a private organization formed that could control membership. If that group could obtain a lease or agreement with the City of Hutchinson with terms that would be agreeable to all parties, including the City of South Hutchinson, then the council would reconsider. However, delaying taking action on closing the facility would only prolong the problem and be a disservice to residents.

The City Council received feedback from numerous residents and business owners directly affected by the ATV Park. The overwhelming majority were in favor of closing the facility due to issues with noise, dust, concerns of public safety and destruction of property. Several instances of vandalism were presented by Silas Enterprises, Packebush Excavating, Quality Drive Away, and Stainless Systems. Multiple accounts of littering were presented including photographs of large amounts of trash left in the public street and on private property. Weighing the evidence and personal accounts presented to the council against the recreational and economic benefits of maintaining the area led to the Council to vote 4-1 in favor of closing the facility. The quality of life and private property rights of the citizens of South Hutchinson were negatively impacted by the wreckless actions of some users of the ATV park and that was simply not acceptable to the majority of the Council.

The City Council also felt that the riders that attended the meetings were generally respectful and were not likely to be the ones creating the problem. There was a good deal of heartfelt attachment to the facility with multiple stories of families using the area. We certainly identified with these stories and hope that those people can find a suitable alternative site or can successfully pursue the private club option.

The City Council has acted to preserve the interest and rights of our citizens to the best of our ability. We feel that the public input process has been sufficient to render a sound judgment on this issue. The City of South Hutchinson respectfully asks for your cooperating on closing this facility.

Sincerely,



Pete Murray
Mayor
City of South Hutchinson

Levee 'B' Area (ATV)



Levee Centerline	Hutchinson City Limits
Levee Area Maintained by PW	South Hutchinson City Limits
Property Lines	







CITY COUNCIL AGENDA REPORT

COUNCIL COMMUNICATION	
FOR MEETING OF	January 19, 2016
AGENDA ITEM	7b
FOR ACTION	X
INFORMATION ONLY	

DATE: January 12, 2016

SUBMITTED BY: Jana McCarron, AICP
Director of Planning and Development

REQUEST: Case #15-CUP-09

Request for a conditional use permit for an expansion of the Hutchinson Sports Arena

Property Owner: John Deardoff, City Manager (City of Hutchinson)

Agent: Gary Holler, Vice President (Schaefer, Johnson, Cox, Frey Architecture)

CITY COUNCIL ACTION REQUIRED:

Motion to (accept and approve/amend and approve/override and deny by at least a majority vote of 4 of the 5 Council members/return to the Planning Commission) the recommendation of the Planning Commission to approve the conditional use permit for an expansion of the Hutchinson Sports Arena at 700 E 11th Ave, pursuant to the factors and conditions, as listed below.

PLANNING COMMISSION RECOMMENDATION:

On October 20, 2015, the Hutchinson Planning Commission recommended approval of this request by a vote of 7-0, with Commissioners Thompson and Weinmeister absent, based upon due consideration of the following factors:

1. Character of the neighborhood;
2. Zoning and uses of nearby property;
3. Suitability of the property for the proposed use as presently zoned;
4. Impact on nearby properties;
5. Length of time the property has remained vacant;
6. Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;
7. Availability of public utilities to serve the development;
8. Conformance to the Comprehensive Plan; and
9. Recommendations of the professional staff.

And with the following conditions of approval:

1. This conditional use permit shall only be used for expansion of the sports arena at 700 E 11th Ave, Hutchinson, Kansas;
2. The parcel shall only be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings, any changes to the south parking area shall meet the City's standards;
3. New rooftop or ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by *Section 27-908.E.8. of the Hutchinson City Code*,

4. Exterior lighting must meet the standards as required by *Section 27-909* of the *Hutchinson City Code*;
5. Sesher Street and Obee Plaza shall be vacated by the City prior to issuance of a building permit for this project;
6. Following vacation of the roadways, the three existing lots shall be combined as one lot in order to meet the setback and lot coverage requirements of the *Hutchinson City Code*;
7. Landscaping plans shall be submitted and reviewed by Staff for compliance with the provisions of the *Hutchinson City Code* prior to City Council approval of the conditional use permit;
8. Drainage requirements shall be addressed prior to issuance of a building permit for the project;
9. Utility easements shall be reserved, as needed;
10. A building permit shall be obtained prior to any construction;
11. A sign permit shall be obtained prior to installation of any signs; and
12. The project shall not be finalized until such time as all improvements and landscaping are installed.

PUBLIC HEARING:

On October 20, 2015, a public hearing was held before the City of Hutchinson Planning Commission, and the attached staff report (**Exhibit 1**) and associated exhibits were presented. The minutes for the public hearing are included as **Exhibit 2**. No persons from the public spoke in regard to the proposal.

BOARD OF ZONING APPEALS ACTION:

Also on October 20, 2015, the Hutchinson Board of Zoning Appeals granted a request for a variance from the total required number of parking spaces for the Sports Arena facility (Case #15-BZA-06). See **Exhibit 3**.

UPDATE:

1. Vacations of Sesher Street and Obee Plaza were approved by the City Council on January 5, 2016.
2. Since the time of the variance hearing, the architect and landscape architect have been working on the site plan to maximize the number of parking spaces while still meeting the City's landscape requirements. The attached landscaping plans and spreadsheet (**Exhibit 4**) have been reviewed by City Staff and meet the requirements of City Code.
3. This layout provides a total of 1059 parking spaces, which is 23 more than the amount approved by the Board of Zoning Appeals variance. While this still does not meet the 1636 required spaces, it does come closer to meeting those parking needs.
4. The original conditions of approval, other than those already met, should be attached to the permit approval conditions.

ATTACHMENTS:

- Exhibit 1 – Planning Commission Staff Report and Attachments (Exhibits A-F)
- Exhibit 2 – Planning Commission Minutes (Meeting of October 20, 2015)
- Exhibit 3 - Board of Zoning Appeals Minutes (Meeting of October 20, 2015)
- Exhibit 4 - Landscaping Plans & Landscaping Spreadsheet, submitted January 12, 2016



Planning Commission Staff Report

Public Hearing: 10/20/2015

October 12, 2015

TO: Hutchinson Planning Commission

FROM: Jana McCarron, Director of Planning and Development

SUBJECT: 15-CUP-09, 700 E 11th Ave
Request for a conditional use permit for an expansion of the Hutchinson Sports Arena



OWNER / APPLICANT: John Deardoff, City Manager (City of Hutchinson)

AGENT: Gary Holler, Vice President (Schaefer, Johnson, Cox, Frey Architecture)

REQUEST:

The applicant requests a conditional use permit for a 49,479 square foot expansion of the existing 60,502 square foot Hutchinson Sports Arena, an expansion of 80 percent. The property is zoned *P/I, Public and Institutional*. Sports arenas require a conditional use permit in the *P/I District*. Section 27-501.b of the *Hutchinson City Code* provides: "Where specifically required by these regulations, conditional use permits shall be issued before construction of an addition may occur to an existing building where the total gross floor area of the addition totals 20 percent or more of the total gross floor area of the original building." Because the expansion exceeds the 20 percent threshold, a conditional use permit is required for the project.

STAFF RECOMMENDATION:

Staff recommends approval of this request, provided the Board of Zoning Appeals approves case #15-BZA-06. The following conditions should be attached to the approval:

Conditions

1. This conditional use permit shall only be used for expansion of the sports arena at 700 E 11th Ave, Hutchinson Kansas;
2. The parcel shall only be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings;
3. New rooftop or ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by *Section 27-908.E.8.* of the *Hutchinson City Code*;
4. Exterior lighting must meet the standards as required by *Section 27-909* of the *Hutchinson City Code*;
5. Sesher Street and Obee Plaza shall be vacated by the City prior to issuance of a building permit for this project;
6. Following vacation of the roadways, the three existing lots shall be combined as one lot in order to meet setback and lot coverage requirements of the *Hutchinson City Code*;
7. Landscaping plans shall be submitted and reviewed by Staff for compliance with the provisions of the *Hutchinson City Code* prior to City Council approval of the conditional use permit;

8. Drainage requirements shall be addressed prior to issuance of a building permit for the project;
9. Utility easements shall be reserved, as needed;
10. A building permit shall be obtained prior to any construction;
11. A sign permit shall be obtained prior to installation of any signs; and
12. A final occupancy certificate shall be obtained prior to opening, and such certificate shall not be obtained prior to installation of all improvements and landscaping.

MOTION:

Motion to recommend to the City Council (approval / denial) of this request for a conditional use permit for an expansion of the Sports Arena based upon due consideration of the following factors:

Factors

1. Character of the neighborhood;
2. Zoning and uses of nearby property;
3. Suitability of the property for the proposed zoning classification and use;
4. Impacts on nearby properties;
5. Length of time the property has remained vacant;
6. Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;
7. Availability of public utilities to serve the development;
8. Conformance to the Comprehensive Plan; and
9. Recommendations of the professional staff.

BACKGROUND:

The Hutchinson Sports Arena opened in 1952 and has hosted the National Junior College Athletic Association (NJCAA) Men’s National Basketball Championship for more than 60 years. In April 2015, City residents voted to pass a sales tax increase to fund \$29 million worth of improvements to the Arena. Staff reviewed draft plans for the project earlier this year and advised the architect that a conditional use permit would be required as part of the expansion approval.

ANALYSIS:

The original site plan was submitted on September 9, 2015. Revisions were required and submitted on October 6, 2015. The analysis below reflects the October 6, 2015 version of the site plan.

<i>Item</i>	<i>Standard</i>	<i>Standard Met?</i>
1. Setbacks	<i>Front Yard (South): 25 ft Front Yard (North): 25 ft Side Yard: 5 ft</i>	<u>Met.</u> The current building is set back: <i>Front Yard (south): 118 ft; Front Yard (North): 25 ft Side Yard (west): 370 ft; Side Yard (east): 390 ft</i>
2. Building Height	Maximum height in the P/I District is 35 feet.	<u>Met, Legal Nonconforming.</u> The existing building is approximately 55 feet tall and exceeds the height limitation of the district. It is considered legal, nonconforming for height. The proposed addition will not exceed the height of the existing structure, therefore, this standard is met.

3. Maximum Lot Coverage	The maximum lot coverage is 25%	<u>Provisionally Met.</u> Once the streets are vacated and the three lots combined, lot coverage with the addition is 23%. Staff is recommending street vacation and combination of the lots as conditions of approval.
4. Parking and Paving	1 space per 4 fixed seats	<u>Not Met.</u> Required parking for the arena expansion is 1636 spaces (based upon 6545 seats). There are 1036 spaces provided. The applicant has submitted a concurrent variance request (see 15-BZA-06). If the parking variance is denied, this item cannot be approved.
5. Landscaping	A minimum of 2,628 landscape points are required.	<u>Provisionally Met.</u> There are 2632 landscape points provided, however, formal landscaping plans have not been submitted. The applicant has shown the location of proposed trees on the Site Plan. Other landscaping is not shown. <u>The applicant has requested that the conditional use permit be approved by the Commission and landscaping be approved by staff prior to this item being moved forward to the City Council.</u>
6. Mechanical Screening	Additional ground-mounted and rooftop mechanical equipment must be screened.	<u>Met.</u> The applicant has indicated on the plans that all mechanical equipment shall be screened in accordance with the City's regulations.
7. Lighting	All exterior lighting must be shaded from residential uses.	<u>Met.</u> Any lighting must be shaded from residential uses.
8. Screening of Trash Enclosure	If a trash container larger than a standard residential sized container is proposed	<u>Met.</u> A screened trash enclosure is shown on the plans located south of the loading space.
9. Loading space	The use requires one loading space that meets the requirements of §27-701.H.	<u>Met.</u> The loading space is shown adjacent to the east side of the addition.

PUBLIC NOTIFICATION AND COMMENTS:

A public hearing notice was published in the *Hutchinson News* on September 28, 2015. Public hearing notices were mailed to the owners of all 25 properties located within 200 feet of the subject property on September 23, 2015. No comments were received.

DEVELOPMENT REVIEW COMMITTEE:

The Development Review Committee met on September 22, 2015 and reviewed the applicant's proposal. Comments are included as **Exhibit D**. Revised plans were routed on October 7th, with comments due on October 12th. No additional comments were received.

FACTORS:

The following is staff’s analysis of the factors that the Planning Commission must consider when making its recommendation.

1. Character of the neighborhood.

Met. The Sports Arena originally opened in 1952 and has been part of this neighborhood for more than 60 years. The addition will complement the existing structure and will provide needed upgrades. Institutional uses are located to the west (Hutchinson Community College) and northeast / northwest (Hutchinson High School and YMCA) of this site.

2. Current zoning and uses of nearby property.

Met.

	ZONING	LAND USE	OWNER
SITE	P/I Public Institutional	Sports Arena	City of Hutchinson
NORTH	P/I Public Institutional	Gymnasium/fitness center, Hutchinson High School	YMCA, USD #308
SOUTH	R-4, Residential Neighborhood Conservation District	Single family residential	Multiple owners
EAST	P/I Public Institutional	Kansas Army National Guard	State of Kansas
WEST	P/I Public Institutional	Junior college	Hutchinson Community College

3. Suitability of property for the proposed use as presently zoned.

Met. The site has had this same use since the property was originally developed in 1952. No changes in use are proposed with this application.

4. Extent of detrimental effects to nearby properties if the application were approved.

Met. No detrimental impacts are anticipated.

5. Length of time property has remained vacant.

Met. The property has been continuously operated as a sports arena since 1952.

6. Relative gain to the public health, safety, and welfare compared to the hardship imposed upon the landowner if the application were denied.

HEALTH, SAFETY, & WELFARE: Denial of the application will provide no direct gain to the public health, safety, and welfare, and could cause a negative impact on these criteria, as the National Junior College Athletic Association (NJCAA) has notified the City that the national tournament may be moved if improvements to the Arena are not made. The Arena has been home to the men’s NJCAA basketball tournament for 62 years. Denial would impede much-needed improvements to make the building more accessible and better utilized by the public and various athletic groups Met.

LANDOWNER HARDSHIP: If the application were denied, the City may lose the NJCAA tournament, which is a considerable source of revenue to the community. Met.

7. Conformance of this request to the Comprehensive Plan.

Met. The *Comprehensive Plan 2005-2010* calls for public and institutional uses on this property. A sports arena is consistent with the Comprehensive Plan.

8. Impact on public facilities and utilities.

Met.

STREETS: The property is accessed via a public street. There will be no impact on public streets.

WATER AND SANITARY SEWER: Water and sewer lines are already connected to the property.

DRAINAGE: The Engineering Department has indicated that drainage issues shall be addressed prior to issuance of a building permit for the project.

EASEMENTS: Appropriate easements will need to be reserved.

EXHIBITS:

- A. Conditional Use Permit Application
- B. Zoning Map
- C. List of Surrounding Property Owners
- D. Comments
- E. Site Plan
- F. Elevation Drawings

CC: Casey Jones, Senior Planner
Stephen Hughes, Associate Planner

2015 CONDITIONAL USE PERMIT APPLICATION



CITY OF HUTCHINSON

CITY OF HUTCHINSON
Planning and Development Department
 125 E Avenue B, Hutchinson, KS 67501
 620-694-2639 phone ~ 620-694-2691 fax

FOR OFFICE USE ONLY
 DATE RECEIVED: 9-14-2015 CASE #: 15-CUP-09 FEE PAID (\$165): N/C

PROJECT INFORMATION

Project Address Hutchinson Sports Arena, 1300 N Plum St, Hutchinson KS 67501

Legal Description See attached.

Applicant John Deardoff Company City of Hutchinson

Mailing Address PO Box 1567, Hutchinson KS 67504-1567

Phone 620-694-2661 E-Mail johnnd@hutchgov.com

Property Owner City of Hutchinson

Mailing Address _____

Phone _____ E-Mail _____

Surveyor/Engineer/Architect/Agent (attach additional pages, if needed)
Gary Holler Company Schaefer Johnson Cox Frey

Mailing Address 257 N Broadway, Wichita KS 67202-2317

Phone 316-684-0171 E-Mail gholler@sjcf.com

USE INFORMATION

1. What purpose is the property currently being used for?
A Sports Arena
2. What will the property be used for if the conditional use permit is approved?
An expanded Sports Arena
3. List all existing and proposed structures, including their square footage and height:

SUBMITTAL REQUIREMENTS

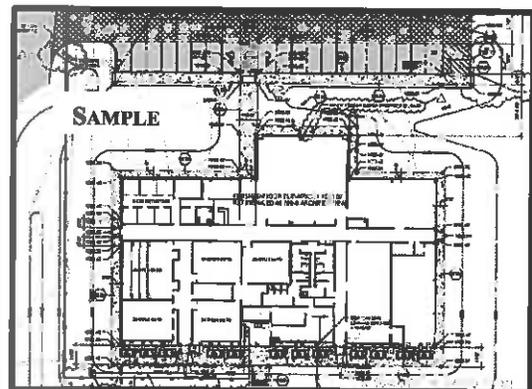
*waived
NA*

- Completed Conditional Use Permit Application.
- Conditional Use Permit Application Fee (\$165.00).
- A written and signed certification from the Reno County Treasurer's office that all property taxes for the property have been paid.
- Copy of the deed (available from the Reno County Register of Deeds).
- The names and mailing addresses of all property owners located within 200 feet of the boundaries of the parcel. If the parcel is adjacent to the city limits, the above list must also include all the properties located outside the city, but within 1,000 feet of the city limits. Please provide this information in print-out form from the Reno County Appraiser.
- 4 full-size copies of the Site Plan.
 (Site plans must be on paper not less than 18 x 24 inches and drawn at a scale of not less than 1 inch: 50 feet.)
- 4 full-size copies of the Landscaping Plan.
 (Landscaping plans must be on paper not less than 18 x 24 inches and drawn at a scale of not less than 1 inch: 50 feet.)
- 4 full-size copies of Elevation Drawings.
 (Elevation drawings shall be scaled and shall include all elevations of the structure. Proposed materials and colors shall be included on the elevation drawings.)
- 1 reduced version (11"x17") of the Site Plan, Landscaping Plan and Elevation Drawings.
- 1 electronic version (PDF) of all drawings (Site Plan, Landscaping Plan and Elevations) submitted via email to: Charlene@Hutchgov.com.
- Drainage Study and/or Traffic Impact Study. Please contact the City Engineer to determine what studies are required.
- Other documentation, as required.

SITE PLAN CHECKLIST

THE SITE PLAN DRAWING SHALL CONTAIN THE FOLLOWING:

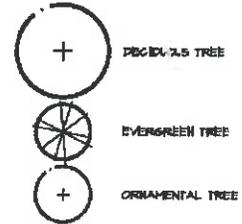
- The name and mailing address of the applicant and owner of record, if not the same as the applicant.
- The legal description of the property.
- Date, scale, north arrow, title and preparer's name.
- Location and dimensions of:
 - Property lines
 - Easements
- Location and dimensions of existing and proposed:
 - Structures
 - Parking spaces and drive aisles
 - Driveways
 - Loading areas
 - Trash receptacles
 - Fences
 - Screening
 - Signs
 - Lighting
 - Stormwater storage and conveyance facilities
 - Utilities (e.g. water, gas, electrical, sanitary sewer)
- Use of existing and proposed structures.
- The approximate location of structures on adjoining properties.
- Location and extent of outdoor display/storage areas, existing and proposed.



LANDSCAPING PLAN CHECKLIST

THE LANDSCAPING PLAN SHALL CONTAIN:

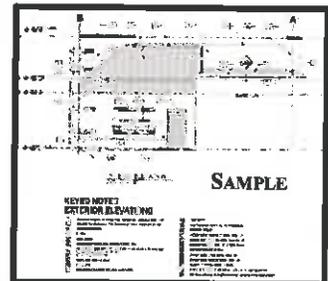
- The name and mailing address of the applicant and owner of record.
- Date, scale, title and preparer's name.
- Location, description and type of existing and proposed plantings.
- Description of the irrigation system, both existing and proposed.
- City of Hutchinson "Landscaping Point Calculation Sheet" available at: www.hutchgov.com (either on the face of the plan or as an accompanying document).



ELEVATION DRAWINGS CHECKLIST

THE ELEVATION DRAWINGS SHALL CONTAIN THE FOLLOWING:

- The name and mailing address of the applicant and owner of record.
- Date, scale, title and preparer's name.
- Height of the structure, both existing and proposed.
- Description of exterior materials, both existing and proposed.
- Drawings of all sides of the building.



CONDITIONAL USE PERMIT MATTERS TO BE CONSIDERED STATEMENT

Applicants for Conditional Use Permits are encouraged to submit a statement justifying how the proposed project meets the factors listed in §27-501.D. of the Zoning Regulations. The Planning Commission and City Council are required to consider these factors when reaching a decision on a Conditional Use Permit application. The questions below help judge these factors and space is included for applicant responses. Please feel free to attach additional pages and any other supporting documentation, such as photographs, drawings, maps, statistics, legal documents and letters of support.

1. How will the proposed development be in keeping with the character of the neighborhood?

The proposed development involves an expansion of an existing use. The expanded and refurbished Sports Arena will continue to be compatible, with the addition of landscaping to enhance the property and parking areas.

2. How will the proposed use be consistent with the zoning and uses on nearby parcels?

Surrounding properties are generally public and institutional in nature, and include the Hutchinson Community College and Cosmosphere. The use has been present on this property since the 1960s and is proposed to continue.

3. Why is the parcel suitable for the proposed use?

The parcel contains the proposed use. This proposal represents an expansion of that use.

4. What detrimental effects will the proposed use have on nearby properties?

There are no known detrimental impacts. The property presently contains this use. This expansion will better accommodate the needs of the users of the facility and will feature an enhance appearance of the property.

CONDITIONAL USE PERMIT MATTERS TO BE CONSIDERED STATEMENT (CONT'D)

5. Prior to submitting this application, how long had the property been vacant for?

Not applicable. The property is developed.

6. If the application were denied, what hardships would the property owner(s) face?

The existing Arena would not be able to be expanded and it is likely that the NJCAA Tournament would be lost. It would be difficult to attract other users to the Arena.

7. How does the proposed development implement the Comprehensive Plan?

The development provides for continued Economic Growth of the community and preserves and enhances an existing building.

8. Are public facilities and utilities adequate to serve the proposed use? Describe how.

No additional utilities are needed to service this expansion.

CONDITIONAL USE PERMIT APPLICATION PROCESS

1. Submit the attached **Conditional Use Permit Application** and all required supporting materials to the Planning and Development Department in accordance with the application deadlines on page 6.
2. Following receipt of a complete **Conditional Use Permit Application**, planning staff will:
 - a. Set date a date for a public hearing before the Planning Commission. The public hearing must be held within 60 days of acceptance of the application.
 - b. Notify property owners located within the notification radius of the date, time and place of the hearing. The general public and property owners located within the notification area will be invited to comment upon the application.
 - c. Publish a public hearing notice in the *Hutchinson News*. The notice must be published a minimum of 20 days prior to the public hearing.
 - d. Transmit application materials to the Development Review Committee (DRC) for their review.
 - e. The DRC will meet to discuss the project. Depending upon the nature of the project, the Planning Director may or may not require the applicant to attend the DRC meeting. The DRC will provide written comments which will be sent to the applicant. Based upon the comments received, revised plans may be required. Revised plans, once received, will be routed to the DRC for final comment.
3. The Planning Commission will hold a public hearing on the project, typically in accordance with the attached schedule. The Commission provides a recommendation to the City Council. **The applicant MUST be present at the public hearing and the City Council meeting in order for the application to be considered. The application will be tabled if the applicant is not present.**
4. The City Council will consider the application at its next, regularly scheduled meeting. (The Council normally meets at 9 AM on the first and third Tuesday of each month). City Council may only override the Planning Commission's recommendation with a 2/3 majority vote.
5. Following Conditional Use Permit approval, the applicant may proceed to the Inspection Department to obtain the appropriate building permits for the project.

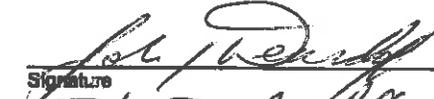
UNDER NORMAL CIRCUMSTANCES, A MINIMUM OF 60 DAYS IS REQUIRED FROM SUBMITTAL OF A COMPLETED APPLICATION TO THE FINAL DECISION.



Planning and Development Department
125 E. Avenue B, Hutchinson, KS 67501
(620) 694-2639 Fax: (620) 694-2691

We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all the information contained therein is true and correct.
(Signature of property owners)


Signature
Gary Holler - Architect
Printed Name

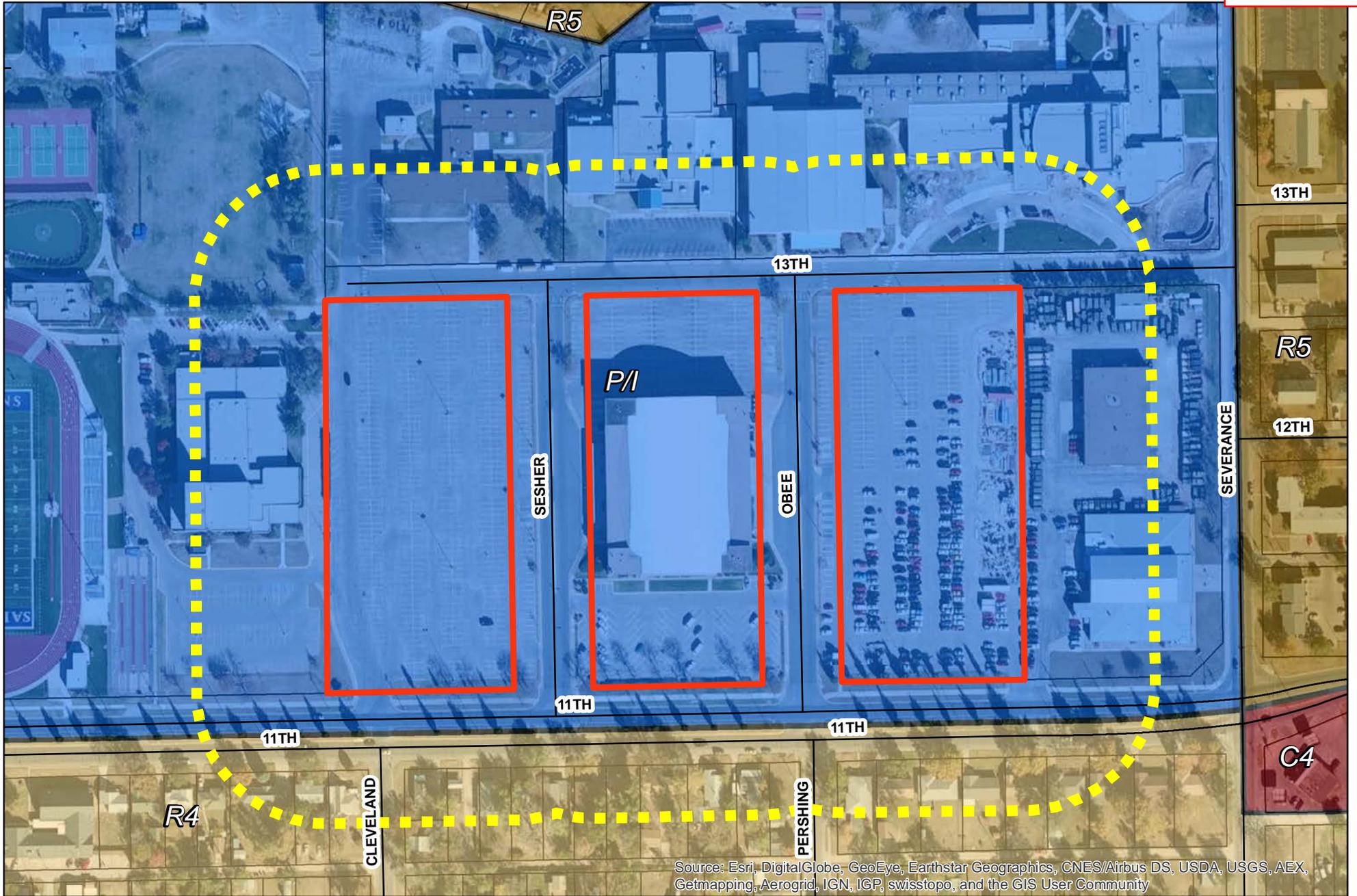

Signature
John J. Radloff
Printed Name

Conditional Use Permit Application
Submittal Deadlines and Meeting Schedule

Application Deadline	Development Review Committee Meeting 8:30 AM	Planning Commission Public Hearing 5:00 PM	City Council Meeting 9:00 AM
December 3, 2014	December 9, 2014	January 6, 2015	January 20, 2015
December 17, 2014	December 23, 2014	January 20, 2015	February 3, 2015
January 2, 2015	January 13, 2015	February 3, 2015	February 17, 2015
January 14, 2015	January 27, 2015	February 17, 2015	March 3, 2015
January 28, 2015	February 10, 2015	March 3, 2015	March 17, 2015
February 11, 2015	February 24, 2015	March 17, 2015	April 7, 2015
March 4, 2015	March 10, 2015	April 7, 2015	April 21, 2015
March 18, 2015	March 24, 2015	April 21, 2015	May 5, 2015
April 1, 2015	April 14, 2015	May 5, 2015	May 19, 2015
April 15, 2015	April 28, 2015	May 19, 2015	June 2, 2015
April 29, 2015	May 12, 2015	June 2, 2015	June 16, 2015
May 13, 2015	May 26, 2015	June 16, 2015	July 7, 2015
June 3, 2015	June 9, 2015	July 7, 2015	July 21, 2015
June 17, 2015	June 23, 2015	July 21, 2015	August 4, 2015
July 1, 2015	July 14, 2015	August 4, 2015	August 18, 2015
July 15, 2015	July 28, 2015	August 18, 2015	September 1, 2015
July 29, 2015	August 11, 2015	September 1, 2015	September 15, 2015
August 12, 2015	August 25, 2015	September 15, 2015	October 6, 2015
September 2, 2015	September 8, 2015	October 6, 2015	October 20, 2015
September 16, 2015	September 22, 2015	October 20, 2015	November 3, 2015
September 30, 2015	October 13, 2015	November 3, 2015	November 17, 2015
October 14, 2015	October 27, 2015	November 17, 2015	December 1, 2015
October 28, 2015	November 10, 2015	December 1, 2015	December 15, 2015
November 10, 2015	November 24, 2015	December 15, 2015	January 6, 2016
December 2, 2015	December 8, 2015	January 5, 2016	January 19, 2016
December 16, 2015	December 22, 2015	January 19, 2016	February 2, 2016

PLEASE NOTE:

The applicant or agent must be present at the scheduled Public Hearing. If the applicant is not present, the public hearing will not take place.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 50 100 200 Feet



15-CUP-09 Adjacent Property Owner List

FID	Property Address	Owner of Record	Owner Address	Owner City	Owner State	Owner Zip
0	1111 N SEVERANCE ST	ADJ GENERAL STATE OF KANSAS COMPTROLLER C-300	2800 SW TOPEKA BLVD	TOPEKA	KS	66611
1	00000 E 13TH AVE	CITY OF HUTCHINSON	PO BOX 1567	HUTCHINSON	KS	67504
2	813 E 11TH AVE	BROWN, VICTORIA G	813 E 11TH AVE	HUTCHINSON	KS	67501
3	811 E 11TH AVE	MILLER, WILLIE D & DIANA G	811 E 11TH AVE	HUTCHINSON	KS	67501
4	809 E 11TH AVE	BOLL, JEFFREY D	7815 MARK LN	HUTCHINSON	KS	67501
5	807 E 11TH AVE	SOUTHARDS, RONALD EUGENE TRUST & KAY L TRUST	28 W AVENUE C	SOUTH HUTCHINSON	KS	67505
6	805 E 11TH AVE	BECKER RP LLC & WILSON, MARK B	3628 SW 15TH ST	TOPEKA	KS	66604
7	803 E 11TH AVE	SOUTHARDS, RONALD EUGENE TRUST & KAY L TRUST	28 W AVENUE C	SOUTH HUTCHINSON	KS	67505
8	801 E 11TH AVE	EDMONDS, GLENN F & MARSHA G REVOCABLE TRUST	225 W 56TH AVE	HUTCHINSON	KS	67502
9	1015 N PERSHING ST	WEBER, STEVEN L	101 N WHITESIDE ST	HUTCHINSON	KS	67501
10	721 E 11TH AVE	COREY, JOHN L & MARCIA K TRUST	920 N MAIN ST	HUTCHINSON	KS	67501
11	717 E 11TH AVE	BYLER, LARRY & VIOLET	8310 W MORGAN AVE	HUTCHINSON	KS	67501
12	715 E 11TH AVE	POTTER, GLORIA	715 E 11TH AVE	HUTCHINSON	KS	67501
13	713 E 11TH AVE	MORA, JENNIFER M	713 E 11TH AVE	HUTCHINSON	KS	67501
14	711 E 11TH AVE	4D AUCTIONS AND MORE LLC	6508 S AVERY RD	PLEVNA	KS	67568
15	709 E 11TH AVE	VINCENT, DEANNA S	709 E 11TH AVE	HUTCHINSON	KS	67501
16	707 E 11TH AVE	ALERE, LETICIA A	1309 E 20TH AVE	HUTCHINSON	KS	67502
17	705 E 11TH AVE	ALERE, LETICIA A	1309 E 20TH AVE	HUTCHINSON	KS	67502
18	703 E 11TH AVE	ALERE, LETICIA A	1309 E 20TH AVE	HUTCHINSON	KS	67502
19	701 E 11TH AVE	RICE, CHARLEY D	701 E 11TH AVE	HUTCHINSON	KS	67501
20	623 E 11TH AVE	MCMURRAY, MAXINE L LIV TRUST	1504 W 18TH AVE	HUTCHINSON	KS	67502
21	617 E 11TH AVE	STORM, DAWAYNE H	709 NE PILGRIM WAY	LEE SUMMIT	MO	64086
22	615 E 11TH AVE	JOY, NORMAN R & LEONA R	615 E 11TH AVE	HUTCHINSON	KS	67501
23	613 E 11TH AVE	DILBECK, STEVEN K	613 E 11TH AVE	HUTCHINSON	KS	67501
24	1006 N CLEVELAND ST	RYAN REAL ESTATE LLC	401 E 18TH AVE	HUTCHINSON	KS	67502
25	716 E 13TH AVE	YOUNG MEN'S CHRISTIAN ASSOCIATION OF HUTCHINSON	716 E 13TH AVE	HUTCHINSON	KS	67501
26	1300 N PLUM ST	HUTCHINSON COMMUNITY COLLEGE	1300 N PLUM ST	HUTCHINSON	KS	67501
27	1401 N SEVERANCE ST	UNIFIED SCHOOL DIST #308	PO BOX 1908	HUTCHINSON	KS	67504

15-CUP-09 / 15-BZA-06
Sports Arena
Comments

JANA MCCARRON, PLANNING & DEVELOPMENT

Planning staff has reviewed the Site Plan, Elevation Drawings and Survey submitted 9/9/2015 and has the following comments:

1. General
 - a. Conditional Use Permit Required. This property is located in the *P/I Public and Institutional District*. According to §27-406, Table of Land Use Categories, of the *Hutchinson Zoning Regulations* sports arenas require a conditional use permit in the P/I Zoning District. The existing use is considered legal, nonconforming. An expansion of 20% or more of the total building area requires the conditional use permit be obtained. An application has been filed and the Planning Commission will consider this request at its October 20, 2015 meeting. City Council review is scheduled for November 3, 2015.
 - b. Conformance. Construction shall conform with the approved Site Plan. **Changes to the plans shall be submitted to the City of Hutchinson Planning & Development Department for approval prior to making the changes in the field.**
 - c. Revised Plans. Revised plans are required and shall be submitted no later than October 6, 2015 in order to allow adequate time for review prior to the Planning Commission/Board of Zoning Appeals meeting on October 20, 2015.
2. Site Plan
 - a. Surfacing Materials. Section 27-701 of the *Hutchinson Zoning Regulations* requires paving (asphalt or concrete) of all driveways, drive aisles and parking areas. It appears the parking lot is being reconfigured by this request. Please place a note on the plans regarding the surfacing. **RP**
 - b. # of Parking Spaces Required. Required parking is determined by the number of seats (1 space per 4 seats). The applicant has requested a variance, but the actual amount of parking spaces required cannot be determined without information regarding the proposed number of seats. Please place this information in a table on the plans (# of seats, # of required spaces, # of proposed spaces, etc.). **RP**
 - c. Parking Space Size. The minimum parking space size is 9' x 18'. Please label a "typical" stall. **RP**
 - d. Drive Aisle Dimensions. The minimum drive aisle width for two-way traffic is 24 feet. It appears the drive aisle on the plans meet this requirement. Please add a statement that all drive aisles are 24 feet wide unless otherwise noted and annotate the ones that are not 24 feet. **RP**
 - e. ADA Parking. ADA Parking appears to be adequate, but will need to be reassessed once the final number of parking spaces is provided. Staff recommends relocating these spaces so they are closer to the entrance door, which we understand is located on the south side of the lot. **RP**
 - f. Parking Count. Staff counted 529 spaces on the west side of the Arena and 488 spaces on the east side (not including the head-in angled spaces). Please confirm the number of parking spaces and change the numbers, if needed. **RP**
 - g. Head in Parking. The City's Engineering Department will allow for the head-in parking along the north side of the property (alternates) because of the light amount of traffic on E 13th Avenue. These cannot be counted toward ~~meeting the required parking needs for the project, as they require circulation that is off-site.~~
 - h. Loading Space. A minimum of 1 loading space is required. The loading space shall meet the requirements of 27-701.H of the Zoning Regulations. Please annotate the loading space on the plans. **RP**

- i. Signage. All signs shall meet the requirements of the City's Zoning regulations (see §27-801) and a sign permit shall be obtained prior to installation.
 - j. Exterior Lighting. Exterior lighting shall meet the requirements of §27-909 of the *City's Zoning Regulations*.
 - k. Trash Enclosure. Please label the location of the proposed dumpster enclosure. All dumpsters shall be screened in conformance with the provisions of (§27-908). **RP**
 - l. Vacation of Roadways. It appears that Sesher Street and Obee Plaza are dedicated roadways. Since the new configuration of the property will impact these roadways, vacation is needed. **MI**
 - m. Lot Coverage. Maximum lot coverage is 25%. The property is presently 3 parcels and the Arena parcel alone does not meet the lot coverage requirements. The three parcels will need to be combined as one in order for the lot coverage requirements to be met. **MI**
 - n. Building Height. The maximum height in the P/I zone is 35 feet. The existing structure exceeds this height and this proposal does not include an increase in height. Therefore, the structure is considered legal, non-conforming for height.
 - o. Mechanical Equipment Screening. All mechanical equipment shall be screened from view, as required by §27-908 of the Zoning Regulations.
3. Landscaping Plan. Landscaping plans have not been provided. The landscaping point sheet has not been provided and the disturbed area calculation has not been submitted. Comments cannot be made until these are provided. **MI**
- a. It appears that there are two parking spaces not located within 75 feet of a tree. These would be the two easternmost parking spaces along what was Sesher Street (handicap spaces). The addition of a tree in the vicinity would meet this requirement. **RP**

MI = Missing Item **RP** = Revised Plans Needed

BARBARA LILYHORN, RCAT

Assure that street parking lot road at front entrance will allow paratransit busses to pull in front of building to disembark disabled passengers.

JEFF PETERSON, ENGINEERING

No comments concerning parking, however, stormwater quality treatment will be required due to redevelopment and area to be disturbed. This may involve detention of stormwater for water quality treatment.

REG JONES, PUBLIC WORKS

Water and sewer service utilities will need to be evaluated and any modifications, extensions and replacements may need to be provided for with this project.

MERYL DYE, CITY MANAGER'S OFFICE

No comments.

KAM SMITH & TONYA KOHR, KANSAS GAS SERVICE

It appears the expansion project will impact existing service lines and require relocation of meter and other facilities. Please contact Kansas Gas (316-250-8896) with load sheet information and to coordinate relocation of utilities.

PATTI KREHBAUM, AT&T

AT&T has no objection however the plans indicate AT&T facilities have been located in the construction area. AT&T will need contacted for any relocates required and the relocates would be billable to the party requesting the relocation.



architecture

Empire Center
257 North Broadway
Wichita, Kansas 67202-2303
316.684.0171 | sjc.com



**SINK
COMBS
DETHLEFS**

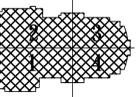
SPORTS ARCHITECTURE
4255 NORTH HONORE STREET
SUITE 201
CHICAGO, IL 60613
Tel: 312-327-5158

PROGRESS DRAWINGS
NOT FOR CONSTRUCTION

DUDLEY WILLIAMS & ASSOCIATES, P.A.
STRUCTURAL ENGINEERS
BASIS ENGINEERING
MECHANICAL ENGINEERS
JOHNSON ENGINEERING
ELECTRICAL ENGINEERS
KE MILLER ENGINEERING, P.A.
CIVIL ENGINEERS

HUTCHINSON SPORTS ARENA
RENOVATION & ADDITIONS
700 EAST 11TH AVENUE, HUTCHINSON, KS 67501

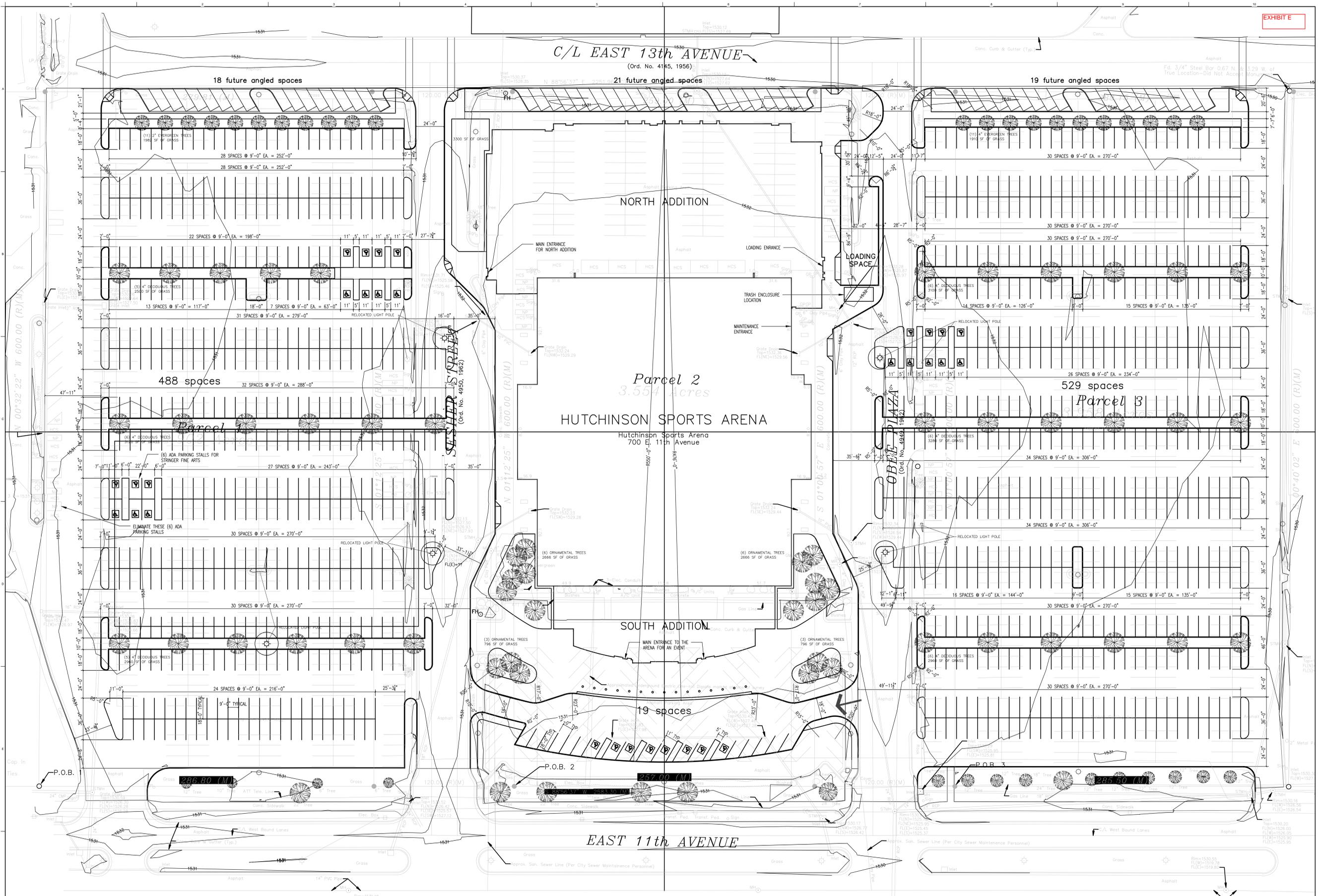
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REVISIONS

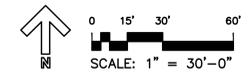
PROJECT NUMBER
**5211.00-SJCF
1509-SCD**
DATE
10/06/2015
SITE PLAN
FOR
CODE REVIEW

A0.00



SITE PLAN NOTES:
1. THE PARKING LOT SURFACE MATERIAL SHALL BE ASPHALT. BASE BID WILL INCLUDE A SEAL COAT OVER THE EXISTING ASPHALT SURFACE. AN ALTERNATE WILL BE TAKEN TO MILL THE TOP 2" AND OVERLAY WITH ASPHALT.
2. MAXIMUM ARENA EVENT CAPACITY = 6,545, # OF REQUIRED PARKING SPACES = 1,636 (1 SPACE PER 4 SEATS), # OF PARKING SPACES PROVIDED = 1,036 (1 SPACE PER 6.3 SEATS).
3. TYPICAL PARKING SPACE SIZE IS 9'-0" X 18'-0", TYPICAL ACCESSIBLE PARKING SPACE IS 11'-0" X 18'-0".
4. ALL DRIVE AISLES ARE 24'-0" WIDE, UNLESS NOTED OTHERWISE.
5. THE HEAD-IN (ANGLED) PARKING ALONG 13TH STREET IS FUTURE AND NOT INCLUDED IN THIS PROJECT.
6. ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE CITY OF HUTCHINSON ZONING REGULATIONS (27-801) AND A SIGN PERMIT SHALL BE OBTAINED PRIOR TO INSTALLATION.

7. THE EXTERIOR LIGHTING SHALL MEET THE REQUIREMENTS OF 27-909 OF THE CITY ZONING REGULATIONS.
8. SESHIER STREET AND OBESE PLAZA ARE DEDICATED ROADWAYS THAT SHALL BE VACATED.
9. THE PROPERTY IS CURRENTLY 3 PARCELS THAT SHALL BE COMBINED AS ONE.
10. THE BUILDING HEIGHT EXCEEDS 35 FEET AND IS THEREFORE CONSIDERED NON-CONFORMING FOR HEIGHT.
11. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW IN ACCORDANCE WITH 27-908 OF THE ZONING REGULATIONS.
12. A LANDSCAPE POINT CALCULATION SHEET SHALL BE PROVIDED SEPARATELY. ALL PARKING SPACES ARE WITHIN 75' OF A TREE.
13. THIS DOCUMENT WAS CREATED FOR THE CONDITIONAL USE PERMIT AND IS NOT INTENDED FOR CONSTRUCTION. THE CONSTRUCTION PROJECT FINAL DOCUMENTS SHALL BE RELEASED AT A LATER DATE (JAN. 2016).



Received 10/7/15
Hutchinson Planning & Development Department



architecture

Empire Center
257 North Broadway
Wichita, Kansas 67202-2303
316.684.0171 | sjcf.com



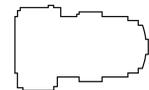
**SINK
COMBS
DETHLEFS**
SPORTS ARCHITECTURE
4253 NORTH HONORE STREET
SUITE 201
CHICAGO, IL 60613
Tel: 312-327-9159

PROGRESS DRAWINGS
NOT FOR CONSTRUCTION

DUDLEY WILLIAMS & ASSOCIATES, P.A.
STRUCTURAL ENGINEERS
BASIS ENGINEERING
MECHANICAL ENGINEERS
JOHNSON ENGINEERING
ELECTRICAL ENGINEERS
KE MILLER ENGINEERING, P.A.
CIVIL ENGINEERS

HUTCHINSON SPORTS ARENA
RENOVATION & ADDITIONS
700 EAST 14TH AVENUE, HUTCHINSON, KS 67501

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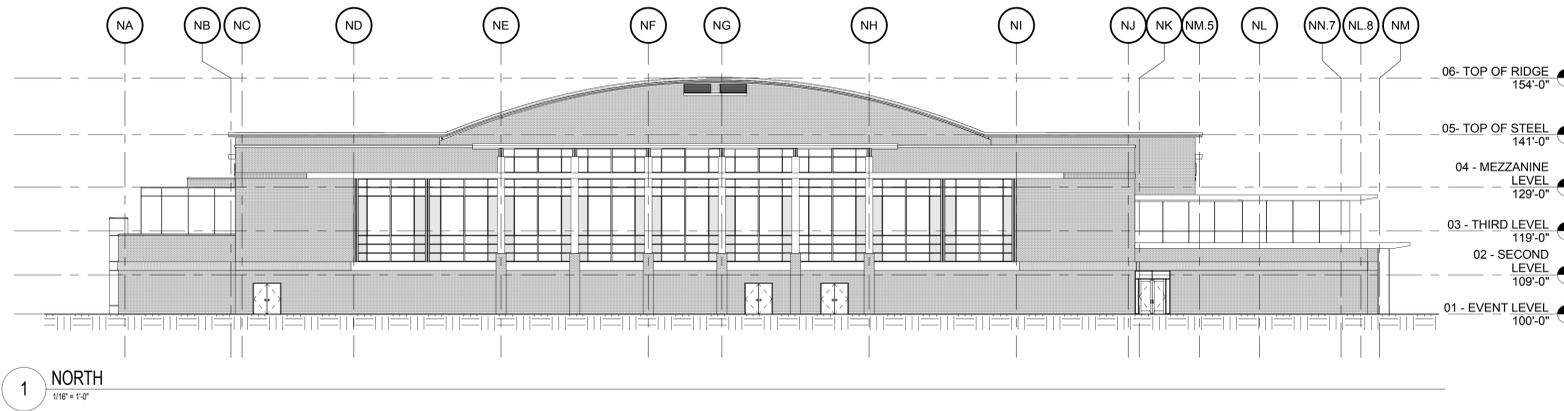


REVISIONS

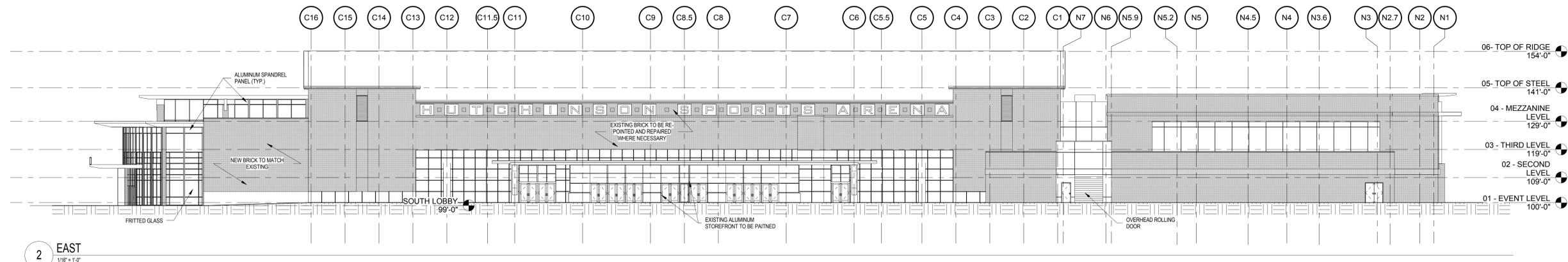
PROJECT NUMBER
5211.00-SJCF
1509-SCD
DATE
08/21/2015
EXTERIOR
ELEVATIONS

A3.10

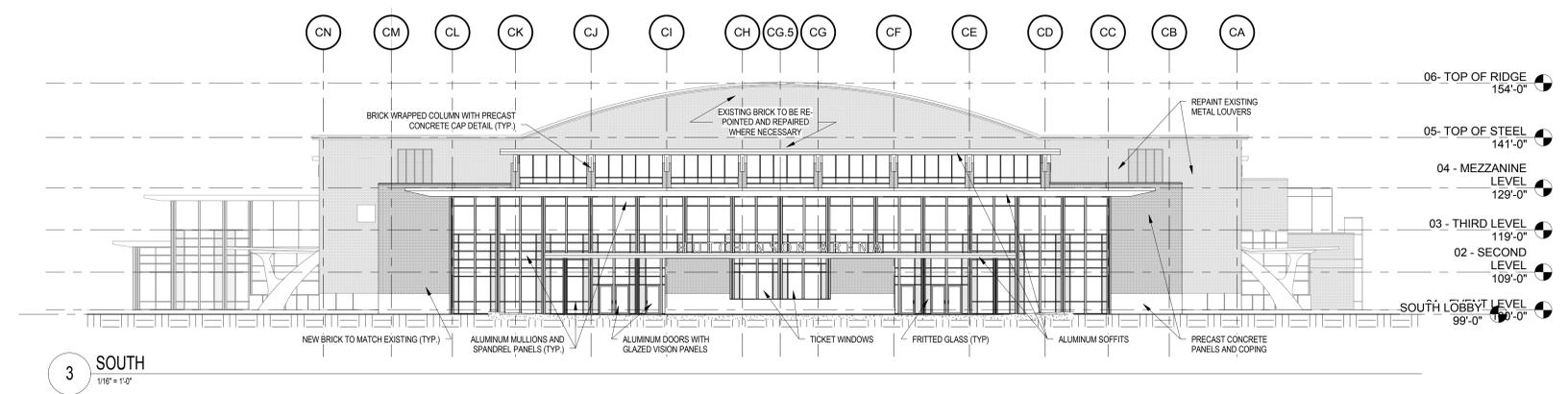
EXHIBIT F



1 NORTH
1/16" = 1'-0"

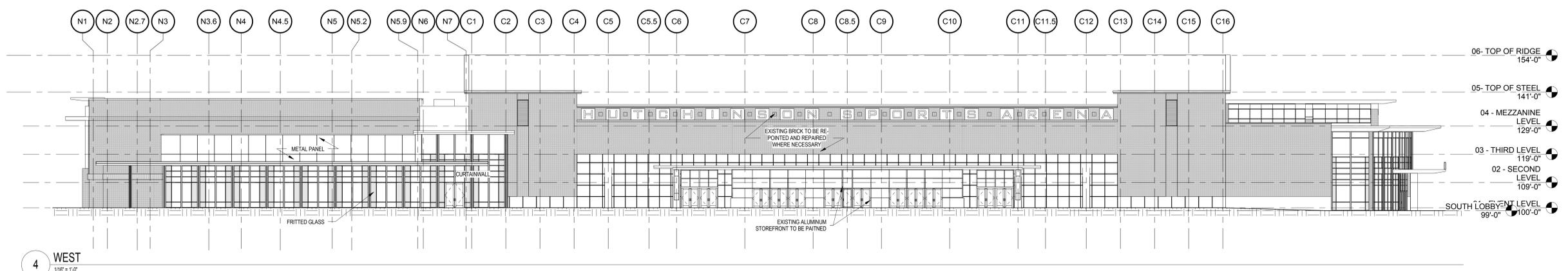


2 EAST
1/16" = 1'-0"



3 SOUTH
1/16" = 1'-0"

Received City of Hutchinson Planning and Development Department September 15, 2015



4 WEST
1/16" = 1'-0"

MINUTES
CITY PLANNING COMMISSION
TUESDAY, OCTOBER 20, 2015
CITY COUNCIL CHAMBERS
125 EAST AVENUE B

1. The Planning Commission meeting was called to order at 6:20 p.m. with the following members present: Jack Martin, Terry Bisbee, Janet Hamilton, Harley Macklin, Robert Obermite, Mark Woleslagel, and Ken Peirce. Rod Weinmeister and Josie Thompson were absent. Staff present were Jana McCarron, Director of Planning and Development; Casey Jones, Senior Planner; Stephen Hughes, Associate Planner; and Charlene Mosier, Secretary.
2. Peirce welcomed everyone in attendance.
3. The minutes of the October 6, 2015, meeting were approved on a motion by Bisbee, seconded by Macklin, passed unanimously.
4. The documents and staff reports were accepted into the official record on a motion by Bisbee, seconded by Macklin, passed unanimously.

5. PUBLIC HEARINGS

- 5a. 15-CUP-09: 700 E. 11th Ave.
Request for an expansion of the Hutchinson Sports Arena.
Applicant/Owner: City of Hutchinson
Agent: Gary Holler, Schaefer, Johnson, Cox, Frey Architecture
Staff Representative: Jana McCarron, AICP

Peirce asked if there were any outside contacts or conflicts of interest; there were none.

McCarron reviewed the staff report for the case. The request is for a conditional use permit for a 49,479 square foot expansion of the existing 60,502 square foot Hutchinson Sports Arena, an expansion of 80 percent. The property is zoned P/I Public and Institutional. Because the expansion exceeds the 20 percent threshold, a conditional use permit is required. The Arena was opened in 1952 and has hosted the National Junior College Athletic Association Men's National Basketball Championship for more than 60 years. City residents voted to pass a sales tax increase to fund \$29 million worth of improvements to the Arena in April, 2015.

McCarron showed photos of the property. The building height is 55 feet, which exceeds the maximum allowable height in the district. The addition will be lower than the existing building and is therefore acceptable. The maximum allowable lot coverage is 25%. Once the streets are vacated and the three lots combined, lot coverage with the addition is 23%. Landscaping is required and the proposed tree locations are shown on the site plan. Full landscaping plans are needed prior to this item moving forward to City Council. A legal

notice was published in *The Hutchinson News* on September 28 and notices were mailed to owners of 25 parcels within 200 feet of the property. The proposed additions will make the building look like a world class facility.

Peirce asked for the applicant presentation. Gary Holler, Vice President, Schaefer, Johnson, Cox, Frey Architecture, said vacating the streets and combining the three lots into one will help to reconfigure the parking and make the layout safer. He showed the highlights of his powerpoint presentation that was given to the City Council. The photos showed the south addition that will contain the two entry portals, ticketing area, concessions, ADA access and restrooms. The north addition will have three new gymnasium spaces, storage, food preparation area, weight room and a public area. The exterior will have more glass and the main gymnasium ceiling will be painted black and have a new scoreboard. Construction is to be completed in 2017. The parking area will be oriented to be perpendicular to the building rather than parallel, for safer pedestrian access.

There were no comments from the audience.

Peirce asked for the staff recommendation. McCarron said staff recommends approval of this request with the following conditions:

1. This conditional use permit shall only be used for expansion of the sports arena at 700 E 11th Ave, Hutchinson Kansas;
2. The parcel shall only be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings, any changes to the south parking area shall meet the City's standards;
3. New rooftop or ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by *Section 27-908.E.8.* of the *Hutchinson City Code*;
4. Exterior lighting must meet the standards as required by *Section 27-909* of the *Hutchinson City Code*;
5. Sesher Street and Obee Plaza shall be vacated by the City prior to issuance of a building permit for this project;
6. Following vacation of the roadways, the three existing lots shall be combined as one lot in order to meet setback and lot coverage requirements of the *Hutchinson City Code*;
7. Landscaping plans shall be submitted and reviewed by Staff for compliance with the provisions of the *Hutchinson City Code* prior to City Council approval of the conditional use permit;
8. Drainage requirements shall be addressed prior to issuance of a building permit for the project;
9. Utility easements shall be reserved, as needed;
10. A building permit shall be obtained prior to any construction;
11. A sign permit shall be obtained prior to installation of any signs; and
12. The project shall not be finalized until all improvements have been completed.

Peirce closed the hearing and asked for a motion.

Motion by Macklin, seconded by Martin to recommend to the City Council approval of this request for a conditional use permit for an expansion of the Sports Arena with the above conditions and based upon due consideration of the following factors:

Factors

1. **Character of the neighborhood;**
2. **Zoning and uses of nearby property;**
3. **Suitability of the property for the proposed zoning classification and use;**
4. **Impacts on nearby properties;**
5. **Length of time the property has remained vacant;**
6. **Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;**
7. **Availability of public utilities to serve the development;**
8. **Conformance to the Comprehensive Plan; and**
9. **Recommendations of the professional staff.**

The motion passed with the following vote: Yes –Woleslagel, Obermite, Hamilton, Bisbee, Macklin, Martin, Peirce.

The City Council will hear this case on November 3, 2015, provided the landscaping drawings are submitted to the City in time for that meeting.

- ~~6b. 15-CUP-10: 200 West 2nd Ave.
Request for a conditional use permit to establish an electrician apprenticeship school.
Owner: Rick Strawn, Principal Life Insurance Co.
Agent: Brad Dillon, Gilliland & Hayes, LLC
Applicant: City of Hutchinson
Staff Representative: Casey A. Jones, AICP, Senior Planner~~

Peirce opened the public hearing and asked if there were any outside contacts or conflicts of interest; there were none.

Jones reviewed the staff report for the case. The applicant is requesting a conditional use permit to establish an electrician apprenticeship school at 200 West 2nd Ave. The property is zoned C-5 Downtown District. In 2011, this property was rezoned from an industrial zone to C-5. The building is an office style building and is more conducive to a commercial use. The exterior of the building will remain the same with landscaping of a flag pole, planting bed and two trees to be added. There are 27 parking spaces currently and two ADA spaces are required. Jones showed photos of the property and the surrounding area.

A public hearing notice was published in *The Hutchinson News* on September 28, 2015 and notices were mailed to owners of seven properties within 200 feet of the subject property. No comments were received.

Peirce asked the applicant for their presentation.

Brad Dillon, Gilliland and Hayes, LLC, 20 West 2nd Ave., said the property is currently owned by the Principal Life Insurance Company and the request is to use the building for an electrical apprenticeship school. The building will be maintained and owned by the electrical union.

Peirce asked for comments from the audience.

Adam Stewart, *The Hutchinson News*, asked how many students would be there at one time.

Ron Barnhart, electrician, 1516 Brookwood Dr., said there will be up to 30 students with ten students per class. The program could expand to 50 or 60 students. He said there is currently a shortage of licensed electricians in this area and there is a need for this type of apprenticeship school.

Peirce asked if other types of apprenticeship classes could be held here. Jones said a similar type of trade such as plumbing apprenticeship would also be considered a compatible use; however this will only be for electrical apprenticeship students.

Peirce asked for staff recommendation. Jones said staff recommends approval of this request with the following conditions:

1. This conditional use permit shall only be used for trade school apprenticeship purposes at 200 West 2nd Avenue.
2. The parcel shall be developed in accordance with the approved site plan and landscape plan.
3. A sign permit shall be obtained prior to installation of any signs.
4. A certificate of occupancy shall be obtained.
5. All landscaping shall be installed prior to the issuance of a final certificate of occupancy. If it is not the planting season at the time of occupancy, temporary occupancy may be permitted for a maximum of six months to allow for the installation of landscaping.

Peirce closed the hearing and asked for a motion.

Motion by Hamilton, seconded by Woelsgel to recommend to the City Council approval of this request for a conditional use permit for trade school apprenticeship purposes at 200 West 2nd Avenue with the above listed conditions and based upon due consideration of the following factors:

- 1. Character of the neighborhood;**
- 2. Zoning and uses of nearby property;**
- 3. Suitability of the property for the proposed zoning classification and use;**
- 4. Impacts on nearby properties;**
- 5. Length of time the property has remained vacant;**

6. **Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;**
7. **Availability of public utilities to serve the development;**
8. **Conformance to the Comprehensive Plan; and**
9. **Recommendations of the professional staff.**

The motion passed with the following vote: Yes - Martin, Macklin, Obermite, Bisbee, Hamilton, Woleslagel, Peirce.

The City Council will hear this case on November 3, 2015.

Woleslagel left the meeting.

5c. 15-ZA-08: 2319 N. Waldron St.
 Request to rezone from R-3 to C-2
 Owner: Disability Supports of the Great Plains, Inc.
 Agent: Frank Stuckey, Jim Nunns Construction
 Staff Representative: Casey A. Jones, AICP, Senior Planner

Peirce asked if there were any outside contacts or conflicts of interest; there were none.

Jones reviewed the staff report for the case. Disability Supports of the Great Plains, Inc., owner of 2319 N. Waldron St., is requesting to rezone the property from R-3 Moderate Density Residential District to C-2 Neighborhood Commercial District. The change would allow for the construction of a Clayworks facility which would include work space for artists, a sales and display area for their works, a community gathering space, and an outdoor garden area for residents of the nearby Disability Supports community in Hutchinson. There is currently a similar facility in McPherson and the applicant would like to establish an operation here in Hutchinson. If the zoning change is approved, the applicant would need to obtain Site Plan Approval before doing any construction work. Photos of the property were shown along with photos of the McPherson facility.

A landscaping buffer and fence would be required because this property is adjacent to a residential use. The subject property has frontage on one street and because it is a large lot it would be difficult to subdivide for residential purposes. The parcel has been vacant since 2011 when the house on the property was demolished. The proposed use would be compatible with the neighborhood. An artisan shop is not permitted in a residential zone or in a C-1 District. The C-2 District permits retail shops and would be permitted to have a larger sign than a residential district. The request does not conform to the Comprehensive Plan; however the Comprehensive Plan will be amended in the near future. The Land Use Plan will also be amended in the near future. There is no sidewalk on the west side of Waldron St. and the City Engineering Department has noted that a pedestrian crossing at 24th Avenue may need to be provided.

Peirce asked for the presentation by the applicant.

Frank Stuckey, 3406 Dartmouth, said the majority of the project will be workspace and approximately 25 percent would be retail sales. The building would be constructed with stone and brick and have three wings. A garden, parking area, walking path, and greenhouse will be in the back. Most clients live in the area on Coventry Court.

Jim Nunns, 1700 E. 30th Ave., said clients will receive the profits from the sales of the Clayworks. Most of the artisans would use a bus or van to get to the building.

Peirce asked for comments from the audience.

Duane Patterson, 2401 N. Waldron, said he is in favor of the project. He said Waldron has high speed traffic with the road improvements and the 30 mph speed limit is ignored. He said speed bumps may be needed to slow traffic. He said he was concerned about his existing solar panels and the proposed development.

John Zender, Disability Supports for McPherson, said this project helps serve clients who are unable to do other jobs and helps them succeed and serve society. This has been a very successful program.

Peirce asked for the staff recommendation. Jones said staff recommends approval of this request.

Peirce closed the hearing and asked for a motion.

Motion by Martin, seconded by Hamilton to recommend to the City Council approval of this request to rezone the property at 2319 N. Waldron St. from R-3 Moderate Density Residential District to C-2 Neighborhood Commercial District based upon due consideration of the following factors:

- 1. Character of the neighborhood;**
- 2. Zoning and uses of nearby property;**
- 3. Suitability of the property for the proposed zoning classification and use;**
- 4. Impacts on nearby properties;**
- 5. Length of time the property has remained vacant;**
- 6. Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;**
- 7. Availability of public utilities to serve the development;**
- 8. Conformance to the Comprehensive Plan; and**
- 9. Recommendations of the professional staff.**

The motion passed with the following vote: Yes - Macklin, Obermite, Bisbee, Hamilton, Martin, Peirce.

The City Council will consider this case on November 17, 2015.

6. OPEN COMMENTS FROM THE AUDIENCE – None.

7. OTHER BUSINESS

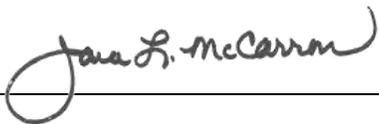
7a. McCarron updated the commission that the City Council approved the Subdivision Regulations on October 6, 2015 with one change that streetlight poles be constructed of metal.

8. ADJOURNMENT – The meeting adjourned at 7:25 p.m.

Respectfully Submitted,
Charlene Mosier

Approved this 3RD day of NOVEMBER, 2015

Attest:



MINUTES
BOARD OF ZONING APPEALS
TUESDAY, OCTOBER 20, 2015 – 5:00 P.M.
CITY COUNCIL CHAMBERS
125 E. AVENUE B

1. The meeting was called to order with the following members present: Jack Martin, Harley Macklin, Terry Bisbee, Mark Woleslagel, Janet Hamilton, Robert Obermite, and Ken Peirce. Rod Weinmeister, and Josie Thompson were absent. Jana McCarron, Director of Planning and Development; Casey Jones, Senior Planner; Stephen Hughes, Associate Planner; and Charlene Mosier, Secretary were also present.
2. Peirce welcomed everyone in attendance at the meeting.
3. The minutes from the July 21, 2015, meeting were approved on a motion by Woleslagel, seconded by Bisbee, passed unanimously.
4. A motion to accept correspondence and staff reports into the official record was made by Woleslagel, seconded by Bisbee, passed unanimously.
5. PUBLIC HEARING
 - 5a. 15-BZA-06: 700 E. 11th Ave.
Consider the request for a parking variance for a sports arena use in a P/I Public Institutional District.
Applicant/Owner: City of Hutchinson
Staff Representative: Jana McCarron, AICP

Peirce asked if there were any outside contacts or conflicts of interest; there were none.

McCarron presented the staff report. The request is for a Variance from the minimum parking standards of the Zoning Regulations of the City of Hutchinson Municipal Code. Maps of the property were shown. There are currently three separate lots that will be combined into one. Obee and Sesher Streets are dedicated streets that will be vacated.

The Hutchinson Sports Arena opened in 1952 and has hosted the National Junior College Athletic Association Men's National Basketball Championship for more than 60 years. In April 2015, City residents voted to pass a sales tax increase to fund \$29 million worth of improvements to the Arena. In addition to this variance, a conditional use permit will also be required as part of the expansion approval due to an increase in area of the facility of 80 percent. The Arena is currently 60,502 square feet and the proposed expansion is 49,479 square feet. The remodeled Arena will contain 6,545 seats. The minimum required number of parking spaces is 1,636. The site plan shows 1,036 parking spaces. The request is for 600 fewer parking spaces.

Maps showing the parking lot in different years indicate the parking lot is rarely full during the majority of the year other than during tournaments or graduations. It is better not to overbuild parking lots as they do create additional storm water runoff and maintenance.

Hamilton asked if the Hutchinson High School students will continue to park in the Sports Arena parking lot. John Deardoff, City Manager, said they would continue to use the east and west parking areas. Volunteers will park in the Stringer Fine Arts parking lot. Obermite said Spring Break used to coincide with the tournaments and this would also help with parking. Macklin said the new parking lot design with vacated streets and more crosswalks will also help.

Public hearing notices were mailed to owners of 25 parcels within 200 feet and no comments were received. McCarron reviewed the five factors to consider when making a recommendation and all factors were met.

There were no comments from the audience.

Peirce asked for the staff recommendation.

McCarron said staff recommends approval of the request with a finding that all five factors required for approval are met.

Peirce closed the hearing and asked for a motion.

Motion by Bisbee, seconded by Macklin to approve a variance from the Hutchinson Zoning Regulations, Sec. 27-702, Table of Off-Street Parking and Loading Requirements, based upon finding that:

- 1. There exists some condition that is unique to the parcel in question and is not commonly found on other parcels in the same district and was not created by the actions of the owner or applicant.**
- 2. The proposed project would not adversely affect the rights of adjacent property owners.**
- 3. The literal enforcement of the zoning regulations would result in an unnecessary hardship. The variance would not merely serve as a convenience to the applicant but would alleviate a demonstrable or unusual hardship or difficulty.**
- 4. The proposed project would not be contrary to the public health, safety, morals, order, convenience, prosperity, or welfare.**
- 5. The proposed project would not be contrary to the general spirit and intent of the Zoning Regulations.**

The motion passed with the following vote: Yes – Martin, Obermite, Hamilton, Wolesslagel, Macklin, Bisbee, Peirce.

- 5b. 15-BZA-07: 1910 East 30th Avenue
Consider a request for a sign height variance for a new,
electronic message board sign in the CR Commercial
Residential District.
Applicant/Owner: Central Christian School
Staff Representative: Stephen Hughes

Peirce asked if there were any outside contacts or conflicts of interest; there were none.

Hughes presented the staff report. The request is for a variance from Sec. 27-804 of the Zoning Regulations of the City of Hutchinson Municipal Code pertaining to the maximum height for a ground monument sign. The intent of the CR District is to encourage the transition of neighborhoods where land use patterns are beginning to change from residential to light commercial with minimal impact to the existing residents. The majority of businesses in the area have signs that are lower than the maximum permitted height or are wall mounted.

The property has an existing pole sign that exceeds the current maximum height requirements for freestanding signs in the CR District. The applicant would like to replace the current sign with an electronic message board advertising upcoming events associated with the school. The proposed sign would have a height of 13 feet. The maximum sign height permitted for a ground monument sign in the CR District is 10 feet. The applicant indicated the need for a taller sign because of a future parking area that is intended to surround the sign. The required setback for signs of this type in the CR District is five feet from the property line. By moving the sign five feet from the right-of-way the sign could be built ten feet tall, be unobstructed by parking, and be in compliance with the regulations.

A public hearing notice was published in *The Hutchinson News* on September 28, 2015. Notices were sent to 44 owners of 48 properties within 200 feet of the subject property. Two neighbors responded in favor of the variance.

Martin asked why the school is not zoned P/I. McCarron said this entire area along East 30th Ave. is zoned CR. Obermite said this area is evolving.

Peirce asked for the applicant presentation.

Dick Oswald, 301 W. 19th Ave., said he is on the Board of Trustees for Central Christian School. He said the current sign is next to a busy entrance and this is the reason for requesting a sign that is three feet taller. He stated the sign could only be moved two feet closer to the street than proposed because of the electrical easement along 30th Ave. The electronic portion of the sign would be four feet off the ground and easier to see next to the driveway. There are also gas lines and telephone poles to take into consideration. The speed limit on 30th Ave. is 45 mph and it would be easier to read the sign if it is higher.

Gary Newcome, 603 W. 43rd Ave., said the circle driveway is another issue because it would be more difficult to see around the sign when entering and exiting the school

driveway in addition to the utility easements. The school would like to do parking expansion in the future and the sign could be in the way of the new parking area. There is less vandalism on a taller sign and it would be better not to have the sign under the power lines.

McCarron stated this easement information was not given in the initial application.

Hamilton asked if the sign needs to be a solid base and if it could be on a pole. McCarron said the sign can have two poles.

There were no comments from the audience. Peirce asked for the staff recommendation.

Hughes said staff recommends denial of the variance because the five conditions supporting approval have not been met.

Martin suggested tabling this case and getting a statement from Westar on exactly where the easement is located.

Motion by Martin, seconded by Bisbee to table this case because more information is needed, passed with the following vote: Yes – Woleslagel, Obermite, Macklin, Hamilton, Bisbee, Martin, Peirce.

- 5c. 15-BZA-08: 1300 N. Plum
 Consider a request for variances for sign height and number of signs for a new electronic message board sign in the P/I Public Institutional District
 Applicant/Owner: Cosmosphere
 Staff Representative: Casey Jones, AICP

Peirce asked if there were any outside contacts or conflicts of interest. Bisbee said he is on the Board of Trustees for the Hutchinson Community College and did not feel he should vote on this case. Hamilton said she is on the staff at HCC; however she did not have a conflict.

Jones presented the staff report. The request is for a variance from the Zoning Regulations pertaining to Sec. 27-804.F, which requires a maximum of one electronic message center sign per zoning lot and Sec. 27-804.H., which requires a maximum height of 10 feet for ground monument signs in the P/I Public and Institutional District.

The college is owner of the land. The surrounding properties are zoned R-4, C-1 and C-2. The applicant proposes to replace the Cosmosphere's existing sign with a new, taller monument sign with electronic message boards. The property already has one electronic sign used to advertise activities and events at HCC. The proposed sign would be used exclusively for the Cosmosphere. The maximum height for a ground monument sign in the P/I Public and Institutional District is 10 feet and the proposed monument sign is 22 feet, 1 inch in height.

Jones showed photos of the proposed sign which would feature the new logo that would be backlit. The conditional use permit could dictate hours the sign would be in operation or when the sign would need to be dimmed.

Notices were sent to 39 owners of 50 properties located within 200 feet. One letter was received from Barbara Friesen, owner of 428 E. 11th Ave. in opposition to the proposed sign.

A public hearing notice was published in *The Hutchinson News* on September 20, 2015. The notice included the request for a variance to the height of the sign and the number of signs but not included in the notice was the request for the proposed sign to be 122 square feet. The proposed sign would be 22.5 square feet over the maximum square footage allowed.

Peirce asked for the applicant presentation.

Tom Sellers, Luminous Neon, 1429 W. 4th Ave., said the proposed sign would be more effective than what is currently there. They are requesting a second message sign and a sign that would be 22 feet in height. The existing sign is 17 feet, 3 inches in height. He said the rocket in front of the Cosmosphere is 109 feet tall and would be relative to what is existing and for a world class museum. He said the additional square footage was not listed but he understood staff knew this was part of the application.

Thompson asked for the staff recommendation.

Jones said Staff recommends approval of the variance from the limit of one electronic message center sign on the property. HCC has an electronic message center sign located adjacent to Plum Street near 13th Ave. The sign is used to advertise the college and is more than 700 feet from the proposed Cosmosphere sign.

Staff recommends denial of the variance from the height limit for a monument sign in the P/I District, as three of the five factors have not been met.

Macklin suggested tabling the case until the notice for the square footage has been published and then considering all the requests together.

Peirce closed the hearing and asked for a motion.

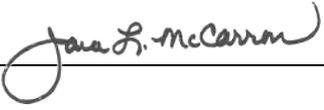
Motion by Macklin, seconded by Martin to table this case until the notice for the square footage has been published and consider all the requests together, passed with the following vote: Yes – Hamilton, Woelagel, Obermite, Martin, Macklin, Peirce. Abstain – Bisbee.

6. OTHER BUSINESS – Open comments from the audience – None.

7. ADJOURNMENT – The meeting adjourned at 6:20 p.m.

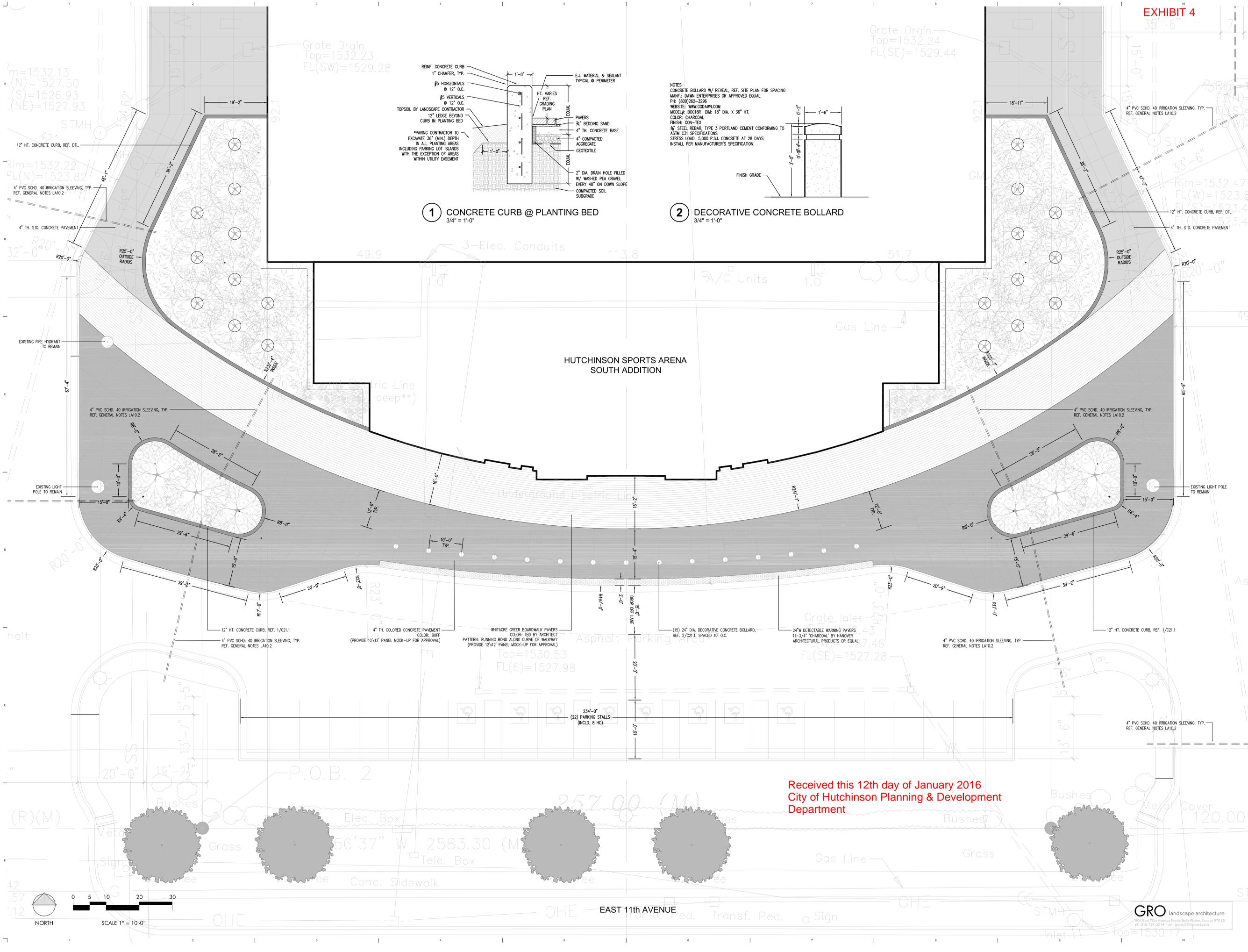
Respectfully Submitted,
Charlene Mosier

Approved this 3rd day of November, 2015

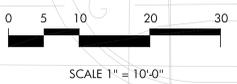
Attest: 

REVISIONS

1	2
4	3



Received this 12th day of January 2016
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architecture

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SUITE 205
CHICAGO, IL 60613
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REVISIONS

1	2
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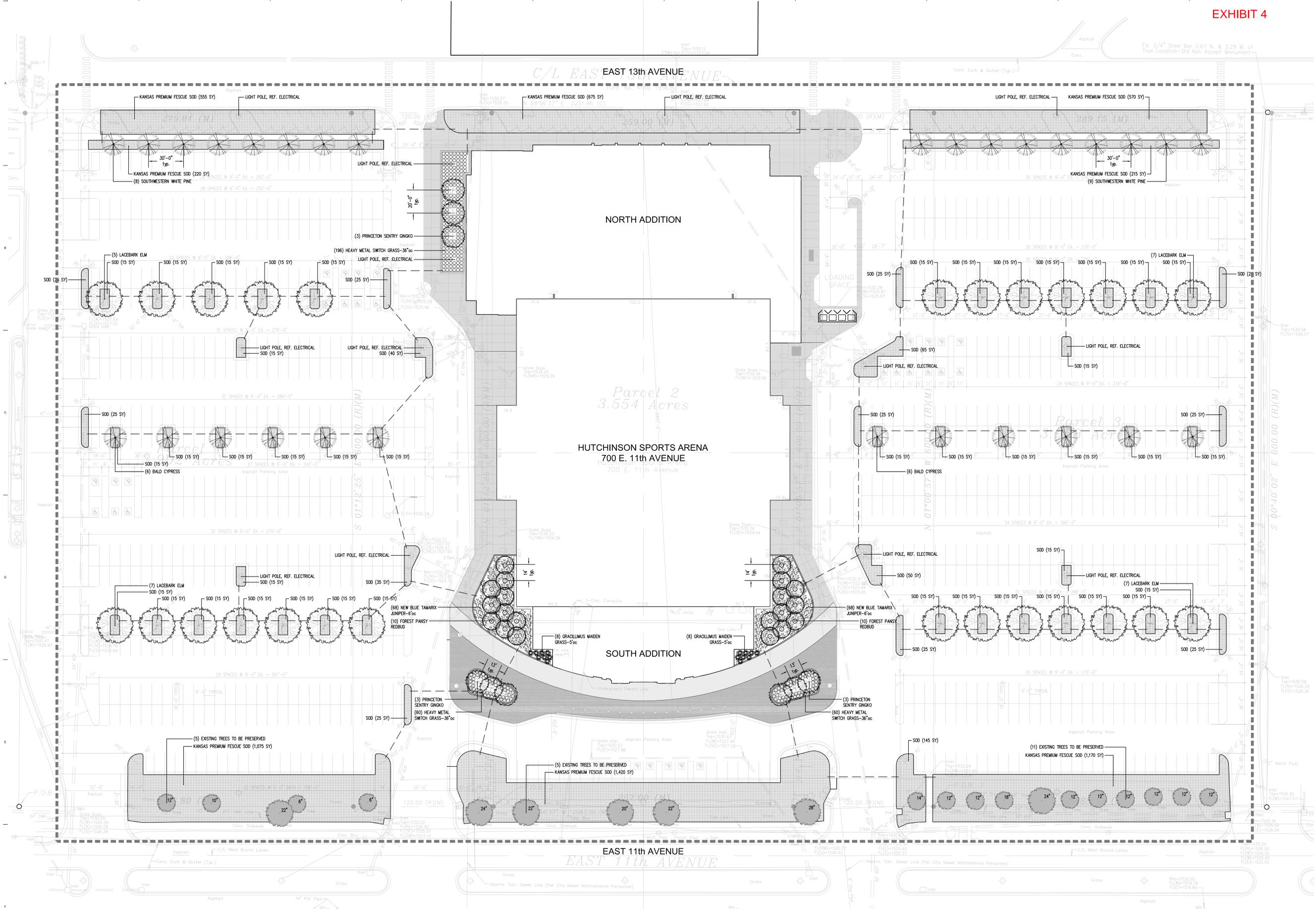
PROJECT NUMBER
5211.00-SJCF
1509-SCD

DATE
1/11/2016

LANDSCAPE PLAN

1" = 30'-0"

LA10.1



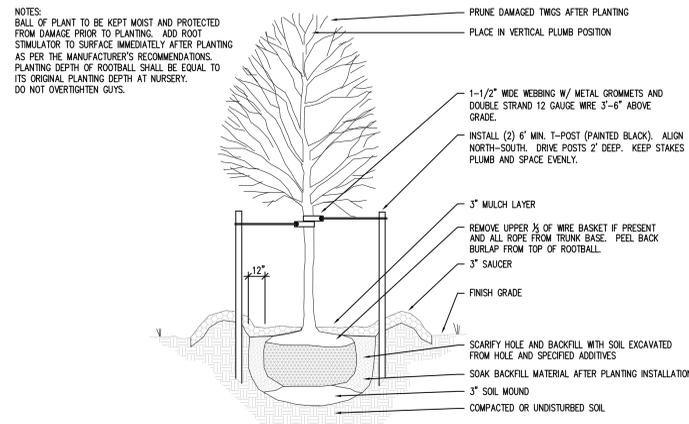
Received this 12th day of January 2016
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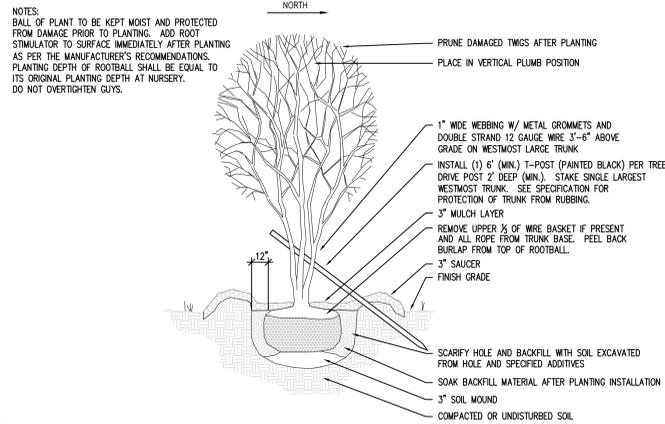
LEGEND

	KANSAS PREMIUM FESCUE SOD AVAILABLE FROM CRAMER GRASS FARMING, INC. PH # (316) 722-7230
	LIMITS OF CONSTRUCTION
	4" PVC SCHED. 40 IRRIGATION SLEEVING, REF. GENERAL NOTES LA10.2

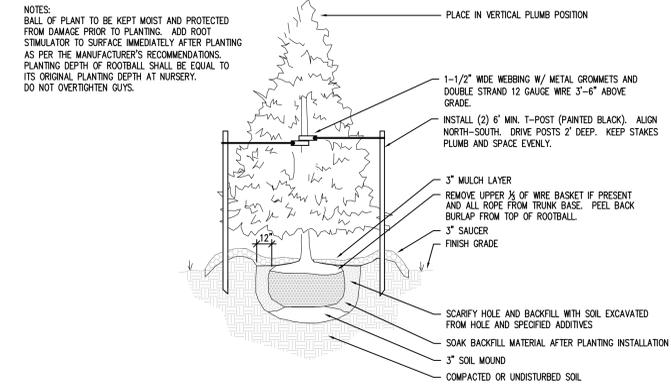
GRO landscape architecture
804 East 25th Avenue North, Suite Plasma, Kansas 67013
ph: 316-734-3214 | em.groal@gmail.com



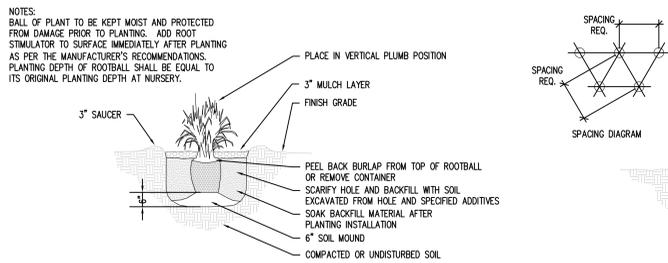
1 DECIDUOUS TREE PLANTING DETAIL
3/8" = 1'-0"



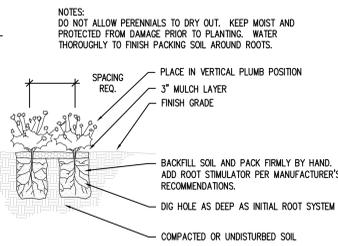
2 MULTI-TRUNK TREE PLANTING DETAIL
3/8" = 1'-0"



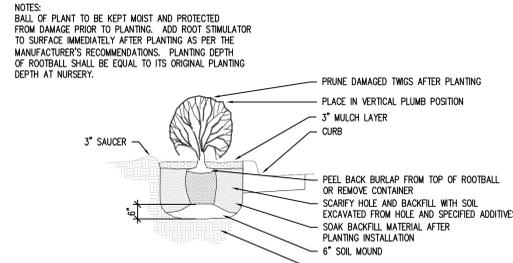
3 EVERGREEN TREE PLANTING DETAIL
3/8" = 1'-0"



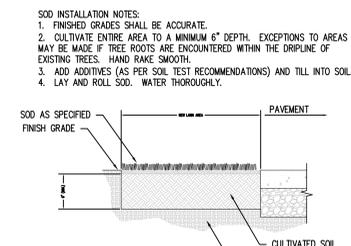
4 ORNAMENTAL GRASS PLANTING DETAIL
3/8" = 1'-0"



5 PERENNIAL PLANTING DETAIL
3/8" = 1'-0"



5 SHRUB PLANTING DETAIL
3/8" = 1'-0"



6 SOD DETAIL
1" = 1'-0"

GENERAL LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES (INCLUDING THOSE INDICATED ON THE PLAN) PRIOR TO INSTALLATION OF PLANT MATERIAL. UTILITIES CAN BE FLAGGED BY CALLING KANSAS ONE CALL (811). DAMAGE TO UTILITIES SHALL BE AVOIDED DURING THE COURSE OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- ALL TREES MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PEST AND DISEASES. ALL TREES MUST BE BALLED AND BURLAPPED (888) AS INDICATED IN THE PLANT LIST. AMBIGUOUS TREES SHALL BE MULTITRUNK WITH (3) TRUNKS; FULL HEADED AND MEET THE REQUIREMENTS AS SPECIFIED. ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
- ALL TREES ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO FINAL CONSTRUCTION.
- PLANTING DATES FOR PLANT MATERIAL SHALL BE DURING THE MONTHS BETWEEN OCTOBER 1st AND MAY 15th. PLANTING SHALL ONLY BE CONDUCTED WHEN THE GROUND IS NOT FROZEN, SNOW COVERED, OR IN AN OTHERWISE UNSUITABLE CONDITION FOR PLANTING. DEVIATION FROM THE ABOVE PLANTING DATES WILL ONLY BE PERMITTED WITH APPROVAL BY THE LANDSCAPE ARCHITECT.
- ALL PLANTING BEDS ARE TO RECEIVE DEWITT WOVEN 3.0 OZ. WEED BARRIER PRO LANDSCAPE FABRIC BELOW THE MULCH LAYER OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- ALL PLANTING BEDS ARE TO RECEIVE DEWITT WOVEN 3.0 OZ. WEED BARRIER PRO LANDSCAPE FABRIC BELOW THE MULCH LAYER OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- THE PLANTING SOIL MIXTURE FOR ALL TREE PLANTINGS SHALL BE SOIL EXCAVATED FROM THE HOLE.
- ROOT STIMULATOR SHALL BE APPLIED TO ALL PLANT MATERIALS WITH THE EXCEPTION OF LAWN AREAS.
TREES: "MYCOR TREE SAVER"
PLANTS: "MYCOR PLANT SAVER"
MANUFACTURED BY PLANT HEALTH CARE INC.
440 WILLIAMSPORT, PITTSBURGH, PA 15238 1(800) 421-9051.
APPLY AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- ALL SHRUB/PERENNIAL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE SUCH AS TRIFLURAN OR EQUAL. APPLY AS PER MANUFACTURER'S RECOMMENDATION. THE PRE-EMERGENT SHALL NOT BE APPLIED UNTIL AFTER ALL PLANTING AND MULCHING WITHIN THESE AREAS ARE COMPLETE. DO NOT DISTURB AREAS AFTER APPLICATION. WATER IN AS DIRECTED BY MANUFACTURER.
- MULCH, STAKES, CUT WIRE, STRAPS, PRE-EMERGENT HERBICIDES, ROOT STIMULATORS, ETC. SHALL BE SUBSIDIARY TO INDIVIDUAL PLANTS.
- STAKES AND GUYS SHALL BE REMOVED AT THE END OF ONE FULL GROWING SEASON.
- ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL BE EDGED WITH CURVRITE ALUMINUM EDGING (BLACK ANODIZED 3/16"X 1/2") OR APPROVED EQUAL. EDGING SHALL BE PLACED IN SMOOTH CURVING SHAPES WHERE INDICATED WITHOUT KINKS OR TWISTS. INSTALL AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- LABEL EACH TREE, SHRUB, ORNAMENTAL GRASS, GROUND COVER MASS AND PERENNIAL MASS WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTH BOTANICAL AND COMMON NAME. DO NOT REMOVE UNTIL AFTER PROVISIONAL ACCEPTANCE.
- SUBSTITUTION OF TREE AND PLANT SPECIES TYPES FOR THOSE LISTED IN THE PLANT SCHEDULE IS NOT PERMISSIBLE. SUBSTITUTIONS SHALL BE SUBMITTED IN WRITING TO THE LANDSCAPE ARCHITECT, WITH PROOF OF NON-AVAILABILITY AND PROPOSAL FOR USE OF AN EQUIVALENT MATERIAL PRIOR TO PLANTS BEING DELIVERED TO THE SITE.
- PLANTS SHALL BE OF FIRST CLASS QUALITY WITHOUT SCRAPES, POOR FOLIAGE & ROOTS. BALLED AND BURLAPPED MATERIAL SHALL BE HEADED IN & PROTECTED IF NOT PLANTED WITHIN 6 HOURS OF ARRIVAL TO SITE. MULCH, STAKE, AND WATER IN ALL PLANTS PLANTED BEFORE THE END OF THE WORK DAY.
- ANY TREE WHICH DIES, TURNS BROWN OR DEFOOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL THE PLANT LIST SPECIFICATIONS.
- ALL PLANTING BEDS SHALL BE INSTALLED WITH A MINIMUM OF 6" TOPSOIL DEPTH. ANY TOPSOIL NEEDED TO CORRECT SOIL LEVELS IN PLANTING AREAS OR PUMP AREAS IN LAWNS SHALL BE FERTILE NATURAL TOPSOIL, TYPICAL OF THE LOCALITY, OBTAINED FROM WELLDRAINED AREAS. REUSE OF ON SITE SURFACE STOCKPILED TOPSOIL MAY BE USED. IT SHALL BE WITHOUT ADMIXTURE OF SUBSOIL OR SLAG AND SHALL BE FREE OF STONES, LUMPS, STICKS, PLANTS OR THEIR ROOTS, TOXIC SUBSTANCES OR OTHER EXTRANEANOUS MATTER THAT MAY BE HARMFUL TO PLANT GROWTH OR WOULD INTERFERE WITH FUTURE MAINTENANCE. TOPSOIL pH RANGE SHALL BE 5.5 TO 7.0.
- STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS AND CONSTITUTE MINIMUM QUALITY REQUIREMENTS OF THE PLANT MATERIAL FOR THIS PROJECT.
- CONTRACTOR SHALL PROVIDE A MINIMUM ONE YEAR WARRANTY TO ALL TREES, SHRUBS, GRASSES, GROUND COVERS, AND PERENNIALS INSTALLED BEGINNING FROM THE DATE OF FINAL ACCEPTANCE.
- CONTRACTOR SHALL SUBMIT IRRIGATION PLAN TO LANDSCAPE ARCHITECT FOR APPROVAL. REFER TO LANDSCAPE PLAN FOR LIMITS OF LANDSCAPE IRRIGATION. ALL PLANTING BEDS SHALL RECEIVE DRIP IRRIGATION. LARGE TURF AREAS SHALL RECEIVE SPRAY HEADS OR ROTORS. ALL TREE PLANTINGS SHALL RECEIVE DRIP IRRIGATION WITH A MINIMUM OF ONE RING MADE AROUND THE TRUNK BASE AT AN 18" RADIUS. ALL TURF GRASS AREAS SHALL RECEIVE FULL IRRIGATION COVERAGE. CONTRACTOR SHALL COORDINATE WITH OWNER WHEN OBTAINING ALL STATE AND LOCAL PERMITS FOR IRRIGATION WELLS.
- IRRIGATION CONTRACTOR SHALL COORDINATE WITH PAVING CONTRACTOR TO INSTALL ALL NECESSARY IRRIGATION SLEEPING UNDER PAVEMENT PRIOR TO PAVING LOT IMPROVEMENTS. SLEEPING LAYOUT SHALL BE INSTALLED TO FORM A ICGP AROUND ENTIRE PARKING LOT. REFERENCE LANDSCAPE PLAN AND SITE CIVIL PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL PLANT MATERIAL UNTIL FINAL ACCEPTANCE THEREAFTER, THE OWNER SHALL TAKE RESPONSIBILITY OF WATERING NEEDS.
- WATER TREES BY HAND FREQUENTLY UNTIL IRRIGATION SYSTEM IS FULLY FUNCTIONAL. SHRUBS, PERENNIALS, AND TURF GRASSES SHALL NOT BE INSTALLED UNTIL THE IRRIGATION SYSTEM IS FULLY FUNCTIONAL.

TURFGRASS NOTES:

- AREAS DENOTED AS 'SOD' SHALL BE PLANTED WITH THE FOLLOWING GRASS TYPE:
SOD - KANSAS PREMIUM FESCUE
OBTAINABLE FROM CRANMER GRASS FARMING, INC., 6121 N. 119TH, MAIZE, KANSAS 67010, PH# (316) 722-7230.
FERTILIZER:
HAVE SOIL TESTED BY COUNTY EXTENSION SERVICE TO OBTAIN RECOMMENDED SOIL AMENDMENTS FOR THE GRASS LISTED. REFER TO SPECIFICATION SECTION 02920 FOR TESTING REQUIREMENTS. REPORT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE ANY APPLICATION OF FERTILIZER IS MADE.
- ALL GRAVEL OR OTHER SIMILAR DEBRIS LARGER THAN 1/2" IN DIAMETER SHALL BE RAKED UP AND REMOVED BEFORE ANY SODDING OR SEEDING OPERATIONS ARE PERFORMED. SOIL SHALL BE PREPARED & SMOOTHED NEATLY TO REMOVE ALL FOREIGN SUBSTANCES & TO ELIMINATE WATER PONDING LOW SPOTS.
- SOD SHALL BE INSTALLED IN INDICATED AREAS. SOIL PREPARATION SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SOD INSTALLATION. TRANSITION FROM NEWLY SODDED AREAS TO UNDISTURBED SHALL BE SMOOTH WITHOUT LEAVING A LIP.

PLANTING SCHEDULE

Qty.	Common Name	Botanical Name	Size	Specification
Trees				
12	BALD CYPRESS	<i>Taxodium distichum</i>	2" - 2-1/2" Cal.	B&B
20	FOREST PANSY REDBUD	<i>Cercis canadensis 'Forest Pansy'</i>	2" - 2-1/2" Cal.	B&B
26	LACEBARK ELM	<i>Ulmus parvifolia</i>	3" - 3-1/2" Cal.	B&B
9	PRINCETON SENTRY GINKGO	<i>Ginkgo biloba 'Princeton Sentry'</i>	4" - 4-1/2" Cal.	B&B
17	SOUTHWESTERN WHITE PINE	<i>Pinus strobiformis</i>	8' - 10' Ht.	B&B
84 Total Trees				
Ornamental Grasses & Shrubs				
16	'ORACILLIUM' MAIDEN GRASS	<i>Miscanthus sinensis 'Oracillium'</i>	3 GAL	CONT
316	HEAVY METAL SWITCH GRASS	<i>Panicum virgatum 'Heavy Metal'</i>	3 GAL	CONT
136	'NEW BLUE' TAMARISK JUNIPER	<i>Juniperus sabinna var. tamariscifolia 'New Blue'</i>	3 GAL	CONT
468 Total Ornamental Grasses & Shrubs				
Turf Grass				
7,115 SY	KANSAS PREMIUM FESCUE	<i>Festuca arundinacea 'Kansas Premium'</i>		SOD

Note: In case of a discrepancy between the Plant Schedule and the Plans, the Plans shall govern.

Received this 12th day of January 2016
Hutchinson Planning & Development
Department



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Wichita, Kansas 67202-2303
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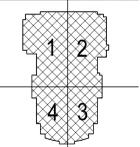
SINK
COMBS
DETHLEFS
SPORTS ARCHITECTURE
4255 NORTH PONDY STREET
SUITE 200
CHICAGO, IL 60613
Tel: 2-2-227-2-38



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BASIS ENGINEERING
MECHANICAL ENGINEERS
JOHNSON ENGINEERING
ELECTRICAL ENGINEERS
KE MILLER ENGINEERING, P.A.
CIVIL ENGINEERS

HUTCHINSON SPORTS ARENA
RENOVATIONS & ADDITIONS
700 EAST 11TH AVENUE, HUTCHINSON, KS 67501

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REVISIONS

PROJECT NUMBER
5211.00-SJCF
1509-SCD

DATE
1/11/2016

LANDSCAPE
DETAILS & NOTES

GRO landscape architecture
804 East 25th Avenue North, Belle Plaine, Kansas 67013
ph: 316-734-3214 | em.gross7@hotmail.com

LA10.2

LANDSCAPING POINT CALCULATION SHEET

EXHIBIT 4

Calculated by:	Gary Holler/David Grossi	Company:	Schaefer Johnson Cox Frey	Date:	1/12/2015	Design Alternative:	1
Project:	Hutchinson Arena	Project #:	5211				
Sq. Ft. of Disturbed Site:	111,210	(1 point for every 200 sq. ft.)					
Parking Spaces (required):	1036	Parking Spaces (additional):	0	Points Required:	2628		

Type of Plant Material	Minimum Size (at time of planting)		Point Value	Proposed Plantings													
	Deciduous	Evergreen		Deciduous Tree	Points	Evergreen Tree	Points	Deciduous Shrub	Points	Evergreen Shrub	Points	Perennial	Points	Turf	Points	Berm/GC	Points
Large Tree	8-inch or greater caliper	22 feet and higher	26		0		0	-	-	-	-	-	-	-	-	-	-
	7-inch caliper	19-21 feet in height	24		0		0	-	-	-	-	-	-	-	-	-	-
	6-inch caliper	16-18 feet in height	22		0		0	-	-	-	-	-	-	-	-	-	-
	5-inch caliper	13-15 feet in height	20		0		0	-	-	-	-	-	-	-	-	-	-
	4-inch caliper	11-12 feet in height	18	9	162		0	-	-	-	-	-	-	-	-	-	-
	3-inch caliper	9-10 feet in height	15	26	390	17	255	-	-	-	-	-	-	-	-	-	-
Medium Tree	2-inch caliper	7-8 feet in height	12	32	384		0	-	-	-	-	-	-	-	-	-	-
Small Tree	1.5-inch caliper	5-6 feet in height	9		0		0	-	-	-	-	-	-	-	-	-	-
Ornamental Tree	Multiple Trunk (Minimum of 3 trunks with smallest trunk 1.5-inch caliper)	5-6 feet in height	9		0		0	-	-	-	-	-	-	-	-	-	-
Large Shrub/Perennial	5 gallon	24 inches in height	5	-	-	-	-		0		0		0	-	-	-	-
Medium Shrub/Perennial	3 gallon	12 inches in height	3	-	-	-	-		0	136	408		0	-	-	-	-
Small Shrub/Perennial	2 gallon	8 inches in height	2	-	-	-	-		0		0		0	-	-	-	-
	1 gallon		1	-	-	-	-		0		0		0	-	-	-	-
Groundcover (GC) & Native Grasses			1 per square yard	-	-	-	-		-		-		-	-	-	332	332
Existing Significant Tree	Ornamental Tree	2-inch caliper ornamental tree	12		0		0	-	-	-	-	-	-	-	-	-	-
		2.5-inch caliper ornamental tree	15		0		0	-	-	-	-	-	-	-	-	-	-
	Non-Ornamental Tree	6-inch caliper	22	2	44		0	-	-	-	-	-	-	-	-	-	-
		7-inch caliper	24		0		0	-	-	-	-	-	-	-	-	-	-
		8 to 10-inch caliper	26		0		0	-	-	-	-	-	-	-	-	-	-
		10.1-inch caliper to 15-inch DBH	30	11	330		0	-	-	-	-	-	-	-	-	-	-
		15.1 to 20-inch DBH	35	2	70		0	-	-	-	-	-	-	-	-	-	-
		20.1 to 25-inch DBH	40	5	200		0	-	-	-	-	-	-	-	-	-	-
Over 25-inch DBH	50	1	50		0	-	-	-	-	-	-	-	-	-	-		
Landscape Berm		30 in. in height, 10 ft. in length, and 3:1 slope	0.2 per linear foot	-	-	-	-		-		-		-	-	-	-	0
Turf Grass		N/A	0.25 per square yard	-	-	-	-		-		-		7115	1779	-	-	

Sub-Totals	-	1630	-	255	-	0	-	408	-	394.2	-	657	-	332
-------------------	---	------	---	-----	---	---	---	-----	---	-------	---	-----	---	-----

Notes	Total Points:	3282
DBH = Diameter at breast height	Evergreen	663 (refer to Notes)
Caliper = Diameter measured 6 inches above ground level for new material	Turf	657 (taking the least value amount from either Turf or Sub-Total Turf cells.)
No more than 25% of the total points may be located within the public right-of-way	Perennials	0 (taking the least value amount from either Perennial or Sub-Total Perennial cells.)
Minimum of 60% of Site Points shall be used for landscaping in front and side yards		
Minimum of 10% of required points shall be used for Evergreen plantings		
Maximum of 25% of required points may be used for Turf Grass. Turf located within the street right-of-way is excluded		
Maximum of 15% of required Site Points may be used for Perennial plantings.		
Parking Lot Points: 2 points of landscaping for each required parking space and 1 point for each additional parking space		
Any addition to existing building(s) or alterations to an existing site with a Developed Area exceeding 500 sq. ft. over a period of 18 months shall require 1 point of landscaping for every 200 sq. ft. of developed area, with a minimum of 10 points plus 2 points of landscaping for every parking space constructed for the building addition.		

Received this 12th day of January
2016--Planning & Development
Department





CITY COUNCIL AGENDA REPORT

COUNCIL COMMUNICATION	
FOR MEETING OF	January 19, 2016
AGENDA ITEM	7c
FOR ACTION	✓
INFORMATION ONLY	

DATE: January 11, 2016

SUBMITTED BY: Amy Denker, Housing Program Coordinator AD

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

REQUEST: Case #16-HOU-07, Rental Registration and Inspection Program Amendments

CITY COUNCIL ACTION REQUIRED:

Motion to direct staff to (proceed / not proceed) with proposed amendments to Chapter 21-1103 of the City of Hutchinson Municipal Code pertaining to the Rental Registration and Inspection Program, as requested by Investment Resources Corporation.

BACKGROUND:

On December 22, 2015, the City of Hutchinson received a request from Investment Resources Corporation to amend the Rental Registration and Inspection Program (**Exhibit 1**). The request includes exemptions to the program for:

- Newly constructed rental units for a period of six (6) years following their initial certificate of occupancy
- Rental units which are subject to federally insured mortgages and are inspected through the Real Estate Assessment Center (REAC) of the United States Department of Housing and Urban Development (HUD), provided, such units would be inspected once every six (6) years for which inspection of the units will be subject to the City's \$25.00 inspection fee.

ANALYSIS:

As the City ordinance was being developed, staff and the Housing Commission considered exempting section 8 and similar units requiring state/federal inspection but determined that these units should not be exempt for a variety of reasons, including frequency of inspections (HUD/state are typically on a 5-year cycle) and equivalency of the inspections themselves. The program was modeled with a \$25.00 fee per rental unit, including state and federally assisted units. Further, the City ordinance already contains a provision for new construction, which includes a 3-year inspection deferral based upon the date of the Certificate of Occupancy.

STAFF RECOMMENDATION:

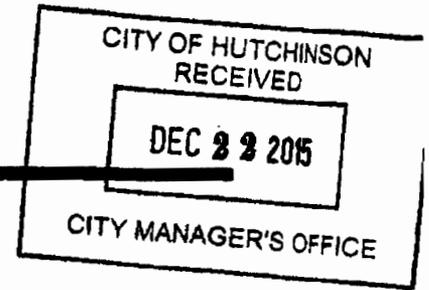
Staff does not recommend making changes to the program at this time. Once the program has been in operation for a full inspection cycle (3 years), it can be reevaluated for potential changes.

NEXT STEPS:

If the City Council requests amendments to the program, staff will work with the Housing Commission and the City Attorney's Office to develop an Ordinance amending Chapter 21 of the City Code.

ATTACHMENTS: Exhibit 1 – Letter from the Investment Resources Corporation

INVESTMENT RESOURCES CORPORATION



7701 East Kellogg, Suite 820, Wichita, KS 67207
Phone (316) 652-0616 Fax (316) 652-0072

December 18, 2015

Mayor Jade Piros de Carvalho and Members of City Council
City of Hutchinson
125 East Avenue B
Hutchinson, KS 67501

John Deardoff
City Manager
125 East Avenue B
Hutchinson, KS 67501

RE: Proposed Amendment to the City's Rental Registration and Inspection Program
(the "RRIP"), Ordinance No. 2015-11

Investment Resources Corporation is a real estate development and holding company, specializing in multi-family and affordable housing projects. We currently own and operate a number of housing projects in Hutchinson, including Prairie Village Apartments, Washington Heights Apartments, North Park Apartments, and Commerce Gardens Apartments.

The purpose of this correspondence is to request an amendment to the City's ordinance concerning its new Rental Registration and Inspection Program (the "RRIP"), to exempt (i) newly constructed units, and (ii) existing units which are inspected by the United States Department of Housing and Urban Development (HUD).

As you are aware, the RRIP was approved by the City Council on April 7, 2015. It was enacted to *inter alia* correct and prevent housing conditions that adversely impact the life, health, safety and general welfare of the City's tenants. The RRIP requires property owners to register all rental units located in the City and to pay an annual registration fee of \$25.00 per unit, "which fee includes the cost of inspection."

There are a number of problems with the RRIP which could present the basis for a constitutional challenge of the ordinance, including: (i) every unit is subject to an annual \$25.00 fee to cover the cost of the inspection, but per the RRIP, the City only inspects the unit every three

(3) years; (ii) there is a disproportionate cost and impact to larger projects with more units; (iii) city and state laws already provide mechanisms and procedures for governing bodies to correct rental conditions; (iv) random inspection of dwelling units poses issues based on the Fourth Amendment's prohibitions on searches and seizures without probable cause; (v) many of these apartment projects are subsidized and have rent restrictions, so the projects cannot afford additional fees and expenses.

Rental inspection programs are not a new concept in Kansas. There are a number of cities which have enacted similar laws. However, based on many of the issues and problems listed above, those cities have either repealed (i.e., Manhattan, KS) or enacted limitations and exemptions to their ordinances (i.e., Lawrence, KS).

The Hutchinson RRIP currently includes exemptions for various types of properties (e.g., hotels/motels, group or adult care homes, assisted living facilities, nursing homes, extended stay lodging and dormitories). **We request the City amend the RRIP exemptions to include two (2) additional categories:**

1. Newly constructed rental units for a period of six (6) years following their initial certificate of occupancy; and
2. Rental units which are subject to federally insured mortgages and are inspected through the Real Estate Assessment Center (REAC) of the United States Department of Housing and Urban Development (HUD), provided, such units will be subject to inspection once every six (6) years for which inspection the units will be subject to the City's \$25.00 inspection fee.

First, the City thoroughly inspects and approves newly constructed units prior to issuing a certificate of occupancy. Based on their new condition and recent compliance inspections, these types of units do not present life, health and safety issues which the RRIP was enacted to address. We are not suggesting these units are never inspected by the City. We simply believe they should receive a six (6) year exemption. This very exemption was enacted by the City of Lawrence.

Second, we believe rental units which are subject to annual inspection by HUD should also be exempt. Projects which are subject to HUD financing are already inspected for life, health and safety issues in order to comply with HUD's now very stringent occupancy standards for federally insured loans. Again, we are not suggesting these units are never inspected by the City. We simply believe they should receive a six (6) year exemption due to the fact they are already inspected by HUD. This exemption is incredibly important for the viability of these projects as they were underwriting without these additional fees and expenses.

The proposed language for these exemptions in the RRIP are outlined in red on the enclosure.

Our company strongly believes in Hutchinson and supports the community and its economy. We are hopeful the Members of the Council will work with us by enacting these exemptions to the RRIP.

We are always available to answer questions regarding this request or any of our businesses and projects in Hutchinson.

Sincerely,

Investment Resources Corporation

By: 

Matt Catanese

Enclosure

cc: Frank Stuckey

ORDINANCE NO 2015 – 11

AN ORDINANCE OF THE CITY OF HUTCHINSON, KANSAS, ESTABLISHING A RESIDENTIAL RENTAL REGISTRATION AND INSPECTION PROGRAM AND ESTABLISHING A FEE STRUCTURE

WHEREAS, it is the goal of the Governing Body of the City of Hutchinson, Kansas, that all persons renting residential dwelling units within the City enjoy a habitable and safe place to live; and

WHEREAS, it is the goal of the Governing Body of the City of Hutchinson, Kansas, to correct and prevent rental housing conditions that adversely impact life, health, safety and general welfare of tenants and the surrounding area; and

WHEREAS, it is the goal of the Governing Body of the City of Hutchinson, Kansas, to protect the quality, character and stability of residential areas; and

WHEREAS, it is the goal of the Governing Body of the City of Hutchinson, Kansas, to preserve the value of land and buildings and the local tax base; and

WHEREAS, it is the goal of the Governing Body of the City of Hutchinson, Kansas, to reduce the number of complaint-based rental inspections; and

WHEREAS, it is the goal of the Governing Body of the City of Hutchinson, Kansas, to protect the public from increased criminal activity, which tends to occur in residential areas that are unstable, blighted or substandard; and

WHEREAS, the Governing Body of the City of Hutchinson, Kansas, has determined that these goals can be achieved by regulation of residential rental properties within the City.

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

SECTION 1. Chapter 21, Building Regulations, of the Code of the City of Hutchinson, Kansas, is hereby amended to add Article XI, which reads as follows:

Article XI. Residential Rental Registration and Inspection

Sec. 21-1101. Purpose.

A residential rental registration and inspection program is hereby established in order to:

- a. Correct and prevent housing conditions that adversely impact life, health, safety and general welfare of tenants and the surrounding area.
- b. Protect the quality, character, and stability of residential areas.
- c. Preserve the value of land and buildings and the local tax base.

d. Reduce complaint-based inspections.

e. Protect the public from increased criminal activity, which tends to occur in residential areas that are unstable, blighted or substandard.

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 or Let, 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"** shall mean 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"** shall mean any building or structure built entirely new, including foundation, walls, and all other components of a building or structure.

78. **"Occupancy" or "Occupy"** means residing or sleeping at a Dwelling Unit the majority of a person's time.

89. **"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.

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

4011. **"Re-inspection"** means any subsequent inspection conducted for the purpose of verifying that any violations reported during any inspection have been remediated.

4412. **"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.

4213. **"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.

4314. **"Residential Rental Unit"** means any Premises having one or more Dwelling Units that are Rented or Let to one or more Tenants.

4415. **"Tenant"** means any person who Occupies a Dwelling Unit, other than the Owner or any person residing with the Owner.

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 or let 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. Residential unit(s) that qualify as New Construction or as Major Reconstruction, as those terms are defined in Section 21-1102 above, 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 and 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.

6. Any residential unit or property 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 inspection the unit or property will be subject to the \$25.00 inspection fee.

Sec. 21-1104. Unregistered units.

Owners of residential rental units rented or let without registration with the City of Hutchinson shall be notified by the Director of Planning and Development and given three months to register. If, after three months, the unit is not registered, the Building Official may order the unregistered unit to be vacated. The unit shall not be occupied until the unit is registered and inspected by the Building Official.

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. For new construction completed after January 1, 2014, the Certificate of Occupancy shall count as the initial inspection. Subsequent inspections shall occur generally on a three-year cycle. Annual residential rental unit registration is still required.

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

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

Sec. 21-1106. Rental inspection results and re-inspection.

a. Residential rental units that pass inspection shall receive a "certificate of rental compliance" from the Building Official. Notices shall be delivered by first class mail or email.

b. Residential rental units that do not pass inspection shall receive a "notice of rental non-compliance" from the Building Official; said notice will detail noted deficiencies. Notices shall be delivered by first class mail.

1. The landlord shall have up to 30 days to correct noted deficiencies.

2. Re-inspection will occur on or before the compliance deadline.

3. No fee will be charged for the initial re-inspection. If the residential rental unit passes inspection on the first re-inspection, a "certificate of rental compliance" shall be issued.

4. If the noted deficiencies are not corrected at the time of the first re-inspection, the Building Official will work with the landlord to achieve compliance within a reasonable timeframe. If compliance is not obtained within a reasonable timeframe, normal enforcement procedures will be followed, including, but not limited to: vacation of tenants, termination of utility service, boarding of the property and/or prosecution in municipal court.

5. The Building Official may charge a re-inspection fee of \$25 for those residential rental units requiring more than one re-inspection.

6. Normal enforcement procedures of the Inspections Department shall be invoked for those residential rental units that are deemed uninhabitable upon initial or subsequent inspection.

c. Results of residential rental unit inspections shall be made available on the City of Hutchinson website.

Sec. 21-1107. Incentives.

Residential rental units that are found to have five or fewer deficiencies upon inspection shall be eligible to be placed on a six-year inspection cycle once noted deficiencies are corrected, provided the following requirements are met:

a. Annual registration and payment of the \$25 registration fee shall be required;

b. Units shall be inspected upon change of ownership; and

c. Units shall be inspected sooner than the six-year cycle, should a tenant complaint be received.

Sec. 21-1108. Program Evaluation.

The Planning & Development Department, in conjunction with the Inspections Department, shall prepare an annual report for the Housing Commission and City Council; including the following information: 1) number of property maintenance complaints; 2) amount of assessed valuation; 3) number of residential dwelling fires; 4) number of reports of vandalism and other property-related crime, and 5) percentage of pass rates on rental inspections.



CITY COUNCIL AGENDA REPORT

DATE: January 6, 2016

SUBMITTED BY: Amy Denker *AD*
Housing Program Coordinator

COUNCIL COMMUNICATION	
FOR MEETING OF	January 19, 2016
AGENDA ITEM	7d
FOR ACTION	✓
INFORMATION ONLY	

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

SUBJECT: Case #16-HOU-03
2015 Annual Report – Hutchinson Land Bank

CITY COUNCIL ACTION REQUIRED:

Motion to (accept and approve, amend and approve, return to the Land Bank Board of Trustees) the recommendation of the Land Bank Board of Trustees to accept the *2015 Annual Report of the Hutchinson Land Bank*.

LAND BANK BOARD OF TRUSTEES ACTION:

The Hutchinson Land Bank Board of Trustees reviewed this item on January 5, 2016 and recommended approval by a vote of 4 to 0, with Trustee McConaughy absent, to City Council. Unofficial minutes of the meeting are included at **Exhibit 1**.

BACKGROUND:

Under K.S.A. 12-59, cities in Kansas may establish land banks to acquire and maintain land for the purpose of reutilization or for public use. The Hutchinson Land Bank was established in 2014. Section 12-5903(f) of State Statute requires land banks to prepare annual reports for review and acceptance by the Governing Body and publication in a newspaper of general circulation by January 31 of each calendar year. **Exhibit 2** contains the 2015 annual report.

ATTACHMENTS:

- Exhibit 1 – Unofficial Land Bank Board of Trustees Minutes – January 5, 2016
- Exhibit 2 – 2015 Land Bank Annual Report

Minutes

Land Bank Board of Trustees

Tuesday, January 5, 2016 - 3:00 p.m.
City Hall, 125 East Ave. B

City of Hutchinson, Kansas

1) CALL TO ORDER, ROLL CALL

The following members were present: Mark Eaton, Sue Poltera, Dan Garber and Jim Gilliland. Luke McConnaughy was absent. Staff in attendance were Jana McCarron, Director of Planning; Paul Brown, City Attorney; Amy Denker, Housing Program Coordinator; and Stephanie Stewart, Planning Technician.

2) APPROVAL OF MINUTES

The minutes of December 1, 2015 were approved on a motion by Gilliland, seconded by Poltera, passed unanimously.

3) ANNOUNCEMENTS

Eaton updated the Board on the progress of the Interfaith Housing Services Test Build on Avenue G. The foundation and basement have been poured. The expected completion time is early February.

4) UPDATES

4a. Denker gave the financial report. She said that the new financial year has begun and explained the difference between the current balance and the balance as of the end of 2015 was on account of transfer of funds from the Hutchinson Community Foundation to the City. The City has allocated \$10,000 to the Land Bank for the 2016 fiscal year.

4b. Denker updated the Board on the transfer of 300 W. Sherman to the City of Hutchinson. McCarron said that City Council has approved the vacation of the alley separating the property from Ashmeade Park. Gilliland asked about the timeframe for developing the park. McCarron said that the Parks and Facilities Department plans to include funding for development in the 2017 Budget.

5) PROPERTY REPORT

Denker said that some Land Bank properties were affected by the recent ice storm. The mowing contractor has been notified and will be removing downed tree limbs from the properties. Gilliland asked how much the removal will cost. Denker said estimates were from \$35-\$50 per property.

6) NEW BUSINESS

6a. Election of Officers

Gilliland motioned to appoint Eaton as Chair and Poltera as Vice-Chair. Garber seconded the motion. Garber motioned to appoint Gilliland as Treasurer. Poltera seconded. The motions passed unanimously.

Gilliland asked staff about the duty of the Treasurer to be bonded. McCarron said that staff would research and report back during the next Board meeting.

6b. 2015 Land Bank Annual Report

Denker presented the 2015 Land Bank Annual Report Draft to the board. The annual report is a state requirement for Land Banks. The annual report included Land Bank goals, accomplishments, lots acquired, the 2016 work plan and the 2015 financial report.

Eaton asked about the 2016 work plan, specifically the two feature neighborhoods of the Hutchinson Healthy Neighborhoods Initiative. He asked if there were available lots in both neighborhoods as well as the neighborhood around the Avenue G Test Build site. Denker said that there are lots available in the Avenue A Elementary neighborhood and that staff is working with neighborhood facilitators about the needs of the neighborhood. McCarron commented that the Graber neighborhood has also indicated that they are interested in obtaining more open space. There are few vacant lots in this neighborhood. Eaton said that there are numerous lots in the Avenue G vicinity and that the potential to expand Interfaith's work is promising.

Denker found a spelling mistake. Gilliland moved to approve the 2015 Land Bank Annual Report with the one correction. Poltera seconded. The motion passed unanimously.

6d. Review of state statute on Tax Sale properties

Brown reviewed the state statute pertaining to tax sale redemption laws. He noted that the statute does not allow the previous owner to redeem the property by paying the taxes owed. This law was created to address any invalid sales from problems during the procedures, such as improper notification, or the eligibility of the purchaser. While this law does limit obtaining title insurance for one year on tax sale properties, it does not limit the Board's ability to sell properties, especially for buyers not wishing to pursue title insurance.

Eaton asked if the state would consider changing this law for Land Banks. Brown said that this law has been in place since 1949 and affects all counties within the state. He felt it was highly unlikely that the State would consider changing the statute.

6e. 15-LB-05, Application to Purchase 00000 E 5th

Denker notified the board that the applicant has rescinded the offer. The applicant was in the process of purchasing the neighboring house but chose not to pursue the purchase. Gilliland asked if the house was for sale and if so, could the property's real estate agent be sent information pertaining to the available lot. McCarron said that staff would look into it.

6c. 2016 Funding Allocation

McCarron introduced staff's proposed budget for the 2016 year. Denker said the budget was the same as 2015, with one increase to cover rising insurance costs.

Poltera motioned to approve the budget, seconded by Garber. Passed unanimously.

7) OTHER

a. Gilliland asked for more information about the design competitions for the Avenue C properties. Denker said that the idea came from attending the Reclaiming Vacant Properties Conference she attended in May. Other communities have utilized design competitions to increase interest in vacant lots. These competitions vary from architectural design concepts to actual small projects. The winners have received a financial awards as well as the ability to implement their proposed project on the site.

Staff's goal is to work with the Board on developing the competition guidelines over the coming months.

b. Gilliland requested an update on the Rental Registration and Inspection Program. McCarron said that as of January 4th, 808 properties have been registered, amounting to approximately \$20,000 in fees. Fred Salisbury has been hired to fill the inspector position. He comes from the private home inspection sector. Landlords have until March 31st to register their properties. If the property is not registered or an exemption approved by the 31st, a penalty fee will be charged to the property for each month it is not registered.

8) ADJOURN

The meeting was adjourned at 3:40 p.m. The next meeting will be Tuesday, February 2, 2016 at 3:00 p.m.

Respectfully Submitted,
Amy Denker

Approved this _____ day of _____

Attest: _____

EXHIBIT 2



Hutchinson Land Bank 2015 Annual Report

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2015 LAND BANK BOARD OF TRUSTEES

Mark Eaton, Chairperson
Sue Poltera, Vice-Chairperson
Lynn Lackey, Treasurer (deceased)
James R. Gilliland
Luke McConnaughy
Dan Garber

TECHNICAL ADVISORS/STAFF
Paul W. Brown, City Attorney
Frank Edwards, Chief Financial Officer
Trent Maxwell, City Building Official
Jana McCarron, Director of Planning & Development
Brad Wright, Reno County Appraiser
Amy Denker, Housing Program Coordinator
Stephanie Stewart, Planning Technician

LAND BANK GOALS

- **To strengthen and improve Hutchinson neighborhoods**
- **To promote construction of infill housing**
- **To reduce and eliminate blight**
- **To operate efficiently and effectively**
- **To advance the economic and social interest of the City and its residents**



300 W Sherman Ave For Sale, 2014

2015 IN REVIEW

The Hutchinson Land Bank Board of Trustees has continued their mission of acquiring vacant and under-utilized properties and converting them into productive use. The Land Bank achieved success in 2015 by partnering with local organizations and offering support for the Hutchinson Healthy Neighborhood Initiative. The Board intends to build on this year of successes and continue their efforts for 2016.

ACQUISITIONS

The Land Bank acquired 7 properties in the 2015 calendar year. All seven properties were purchased at the Reno County Tax Sale. The properties include:

- 00000 N Walnut St. (0781211204014015000)
- 728 E 5th Ave.
- 00000 E 8th Ave. (0781330703015003000)
- 00000 E Avenue C (0781261304003014000)
- 00000 E Avenue C (0781261304003015000)
- 00000 E Avenue C (0781261304003016000)
- 00000 E Avenue C (0781261304003017000)



E Avenue C Properties, 2015



00000 N Walnut St, 2015



00000 E 8th Ave & 728 E 5th Ave., 2015

POTENTIAL ACQUISITIONS

The Land Bank actively pursues land acquisitions that meet the goals of the organization. The Land Bank Board reviewed several properties, including requests to donate and tax sale properties, throughout the year. If the property did not meet the criteria of the Land Bank Board, those properties were not pursued.

REHABILITATED PROPERTIES

In 2015, the Land Bank redistributed 4 vacant lots back into the community through purchase and transfers of title.

- **300 & 00000 E Avenue G**

The Hutchinson Land Bank partnered with Interfaith Housing Services on a Housing Test Build project on Avenue G. The Land Bank transferred the title of 2 vacant lots to Interfaith Housing, who is conducting a test build of two manufactured housing units on the lots. The intended goal is to analyze the costs of developing housing in distressed neighborhoods. The project has an expected completion date of January 2016.

- **1212 E 5th Ave.**

The Hutchinson Land Bank sold this property to a local property owner who rehabilitates homes in the neighborhood. The owner plans to build a new home on the vacant lot to help boost local property values in the neighborhood.

- **300 W Sherman St.**

The Hutchinson Land Bank partnered with the City of Hutchinson in the on-going efforts of the Hutchinson Healthy Neighborhood Initiative. The vacant lot on Sherman is located next to Ashmeade Park, a small city park with limited programming capabilities. Through community work occurring in the neighborhood by local partnering agencies, the neighbors expressed interest in obtaining more park space in their neighborhood. The Land Bank transferred the property to the City with the intended plan to expand Ashmeade Park and develop the vacant lot with input and assistance from the residents of the neighborhood.



CURRENT LAND BANK INVENTORY

The list below contains an itemization of properties that are currently owned by the Hutchinson Land Bank as well as properties that are being processed into the Land Bank's inventory.

Land Bank Inventory of Property			
ADDRESS	CLASS	ZONING	LOT SIZE
AVAILABLE FOR PURCHASE			
00000 E Avenue C	Vacant	R-4	30' W x 165' D
ACQUIRED			
00000 E Avenue C	Vacant	R-4	30' W x 165' D
00000 E Avenue C	Vacant	R-4	30' W x 165' D
00000 E Avenue C	Vacant	R-4	30' W x 165' D
00000 E Avenue C	Vacant	R-4	30' W x 165' D
00000 N Walnut St	Vacant	R-4	49' W x 165' D
728 E 5th Ave	Vacant	R-4	37' W x 140' D
00000 E 8th Ave	Vacant	R-4	50' W x 140' D

2015 ANNUAL FINANCIAL REPORT

2015 ESTIMATED EXPENSES

The Land Bank Board estimated expenses for 2015 were:

Insurance (D&O, property liability)	\$2,000
Legal and other fees (5 x \$200)	\$1,000
Title Search (5 x \$150)	\$750
Publication expenses (5 x \$50)	\$250
Property Maintenance (Mowing: 12 x \$150, other)	\$1,800
Audit (Included in the City of Hutchinson Audit)	\$0
Administration (Trustee travel and training)	\$1,000
Property Acquisition	\$6,500

Total: \$13,300

2015 LAND BANK FINANCIAL LEDGER

2015 Land Bank Financial Ledger				
Date	Item	Income	Expenses	Status
1/1/2015	2015 Starting Balance	\$22,151.25		
1/30/2015	Closing Costs and Filing Fees (300 E. Avenue G)		-\$435.00	Paid
2/5/2015	General Liability Insurance		-\$1,000.00	Paid
2/11/2015	Annual Report Inventory Public Notice		-\$62.30	Paid
5/11/2015	Directors & Officers Liability		-\$1,061.00	Paid
5/11/2015	Warnken- Mowing Charges		-\$105.00	Paid
5/15/2015	Warnken- Mowing Charges		-\$150.00	Paid
5/29/2015	Warnken- Mowing Charges		-\$150.00	Paid
6/15/2015	Warnken- Mowing Charges		-\$300.00	Paid
7/8/2015	Warnken- Mowing Charges		-\$150.00	Paid
7/8/2015	City-Public Notice Fee		-\$27.56	Paid
7/26/2015	Warnken- Mowing Charges		-\$300.00	Paid
8/19/2015	City-Public Notice Fee		-\$27.56	Paid
8/19/2015	Warnken- Mowing Charges		-\$80.00	Paid
9/2/2015	Sale of 1212 E 5th Ave	\$473.00		Deposited
10/1/2015	Warnken- Mowing Charges		-\$80.00	Paid
10/1/2015	Warnken- Mowing Charges		-\$80.00	Paid
10/1/2015	Warnken- Mowing Charges		-\$45.00	Paid
10/1/2015	City-Filing Fee		-\$20.00	Paid
10/15/2015	Warnken- Mowing Charges		-\$45.00	Paid
10/27/2015	Reno County Tax Sale		-\$2,270.00	Paid
		\$22,624.25	-\$6,388.42	\$16,235.83

2015 YEAR END REPORT

2015 Year End Report			
<u>EXPENSES:</u>	Budgeted	Actual	Remaining
Insurance (D&O, property liability)	\$2,000.00	\$2,061.00	-\$61.00
Legal and other fees (5 x \$200)	\$1,000.00	\$20.00	\$980.00
Title search (5 x \$150)	\$750.00		\$750.00
Publication Expenses (\$50 x 5)	\$250.00	\$117.42	\$132.58
Property Maintenance (Mowing @ \$150 x 12; other)	\$1,800.00	\$1,485.00	\$315.00
Audit (part of City Audit)	\$0.00		\$0.00
Administration (Trustee travel and training)	\$1,000.00		\$1,000.00
Property Acquisition	\$6,500.00	\$2,705.00	\$3,795.00
Advertisement	\$0.00		\$0.00
TOTAL	\$13,300.00	\$6,388.42	\$6,911.58

2016 Land Bank Work Plan

- **Conduct design competition for the redevelopment of the Avenue C parcels**
- **Develop website & marketing strategies**
- **Actively pursue vacant lot acquisition in the Hutchinson Healthy Neighborhood Initiative Feature Neighborhoods**

COUNCIL COMMUNICATION	
FOR MEETING OF	1/19/2016
AGENDA ITEM	7e
FOR ACTION	X
INFORMATION ONLY	

**INTER-OFFICE
COMMUNICATION**

Date: January 13, 2016

To: John Deardoff, City Manager

From: Jeff Peterson, P.E., Senior Civil Engineer

Subject: Report of Bid Opening for Well #17 to Well #13 Raw Waterline Extension (WIP #15-05)

Background:

This project Connects Well #17 which is located west of 30th and Hendricks Street to Well #13, which is located near 30th and Monroe Street. A project location map has been included for your reference.

The Benefits of the project are noted below:

- The proposed raw waterline will provide redundancy for the water supply from 13 municipal wells to the Reverse Osmosis treatment facility located at 23rd and Severence.
- The proposed main will allow uninterrupted service in the event that one of the raw water mains is taken out of service for either maintenance or repair.

A total of 4 bids were opened on Tuesday, January 12, 2016. The low bid was received from Middlecreek Corporation of Peabody, Kansas. The Engineer's Estimate and bid summary are listed below.

	Engineer's Estimate	\$730,000.00
1	Middlecreek Corporation, Peabody, KS	\$576,591.00
2	APAC-Kansas, Inc., Hutchinson, KS	\$598,750.00
3	Dondlinger and Sons Const. Co., Inc, Wichita, KS	\$629,294.00
4	Nowak Construction Co., Inc., Goddard, KS	\$771,419.05

The bid tabulation is attached for your reference.

The proposed final completion date for this project is August 12, 2016.

The City's consultant, (BG Consultants, Inc.), has recommended approval of the contract with Middlecreek Corporation.

Fiscal:

The cost of this project will be funded by Water Utility CIP funds and Water Utility Reserve funds.

Action:

Due to the recommendation of BG Consultants, Inc. and the competitive nature of the bids, it is recommended that the project be awarded, and the Mayor be authorized to sign the contract with Middlecreek Corporation, in the amount of \$576,591.00, subject to compliance with all legal requirements.

**Bid Tabulation - Well #17 to Well #13 - Raw Waterline Extension
City of Canton**

15-1170H

Bid Letting: 01/12/2016 2:00 PM

Item No.	Description	Quan.	Unit	Middlecreek Corporation Peabody, KS *		APAC-Kansas, Inc., Shears Division Hutchinson, KS		Dondlinger & Sons Construction Co., Inc. Wichita, KS		Nowak Construction Co., Inc. Goddard, KS	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Connect to Existing System	2	Each	\$4,100.00	\$8,200.00	\$6,096.00	\$12,192.00	\$2,000.00	\$4,000.00	\$4,080.00	\$8,160.00
2	Raw Waterline (16" I.D.)	5,639	L.F.	\$88.00	\$496,232.00	\$90.00	\$507,510.00	\$96.00	\$541,344.00	\$120.20	\$677,807.80
3	24" Bore & Steel Case - Installed	85	L.F.	\$295.00	\$25,075.00	\$344.00	\$29,240.00	\$430.00	\$36,550.00	\$379.25	\$32,236.25
4	Flushing Hydrant - Parallel	1	Each	\$4,984.00	\$4,984.00	\$4,043.00	\$4,043.00	\$3,600.00	\$3,600.00	\$3,930.00	\$3,930.00
5	Clearing and Grubbing	1	L.S.	\$6,000.00	\$6,000.00	\$5,978.00	\$5,978.00	\$2,000.00	\$2,000.00	\$10,075.00	\$10,075.00
6	Mobilization	1	L.S.	\$12,000.00	\$12,000.00	\$25,252.00	\$25,252.00	\$23,500.00	\$23,500.00	\$22,165.00	\$22,165.00
7	Construction Staking	1	L.S.	\$1,600.00	\$1,600.00	\$739.00	\$739.00	\$1,300.00	\$1,300.00	\$1,205.00	\$1,205.00
8	Erosion Control	1	L.S.	\$4,000.00	\$4,000.00	\$3.00	\$3.00	\$2,800.00	\$2,800.00	\$2,520.00	\$2,520.00
9	Seeding	1	L.S.	\$7,500.00	\$7,500.00	\$7,532.00	\$7,532.00	\$6,200.00	\$6,200.00	\$5,035.00	\$5,035.00
10	Traffic Control	1	L.S.	\$11,000.00	\$11,000.00	\$6,261.00	\$6,261.00	\$8,000.00	\$8,000.00	\$8,285.00	\$8,285.00
TOTAL AMOUNT					\$576,591.00		\$598,750.00		\$629,294.00		\$771,419.05

* **RECOMMENDED FOR AWARD**

15-1170H

January 13, 2016

Jeff Peterson, P.E, Senior Civil Engineer
City of Hutchinson
1500 South Plum
Hutchinson, KS 67501

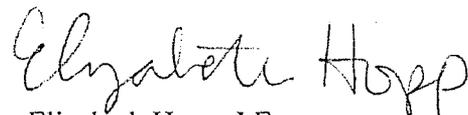
Re: Letter of Recommendation for Award of
Water Improvement Project 15-05
Raw Waterline Extension, Well #17 to Well #13

Dear Mr. Peterson,

The letting for the Waterline Improvement Project 15-05 was conducted January 12, 2016. Four (4) proposals were received in total. Middlecreek Corporation, Peabody, KS submitted the low proposal in the amount of \$576,591.00 for the Total Bid. We recommend to the City of Hutchinson that they accept their Proposal and award the Contract to Middlecreek Corporation in the amount of \$576,591.00.

If you have any questions or need additional information, please feel free to contact me at 620-665-3952, or at elizabeth.hopp@bgcons.com.

Sincerely,



Elizabeth Hopp, I.E.
Design Engineer

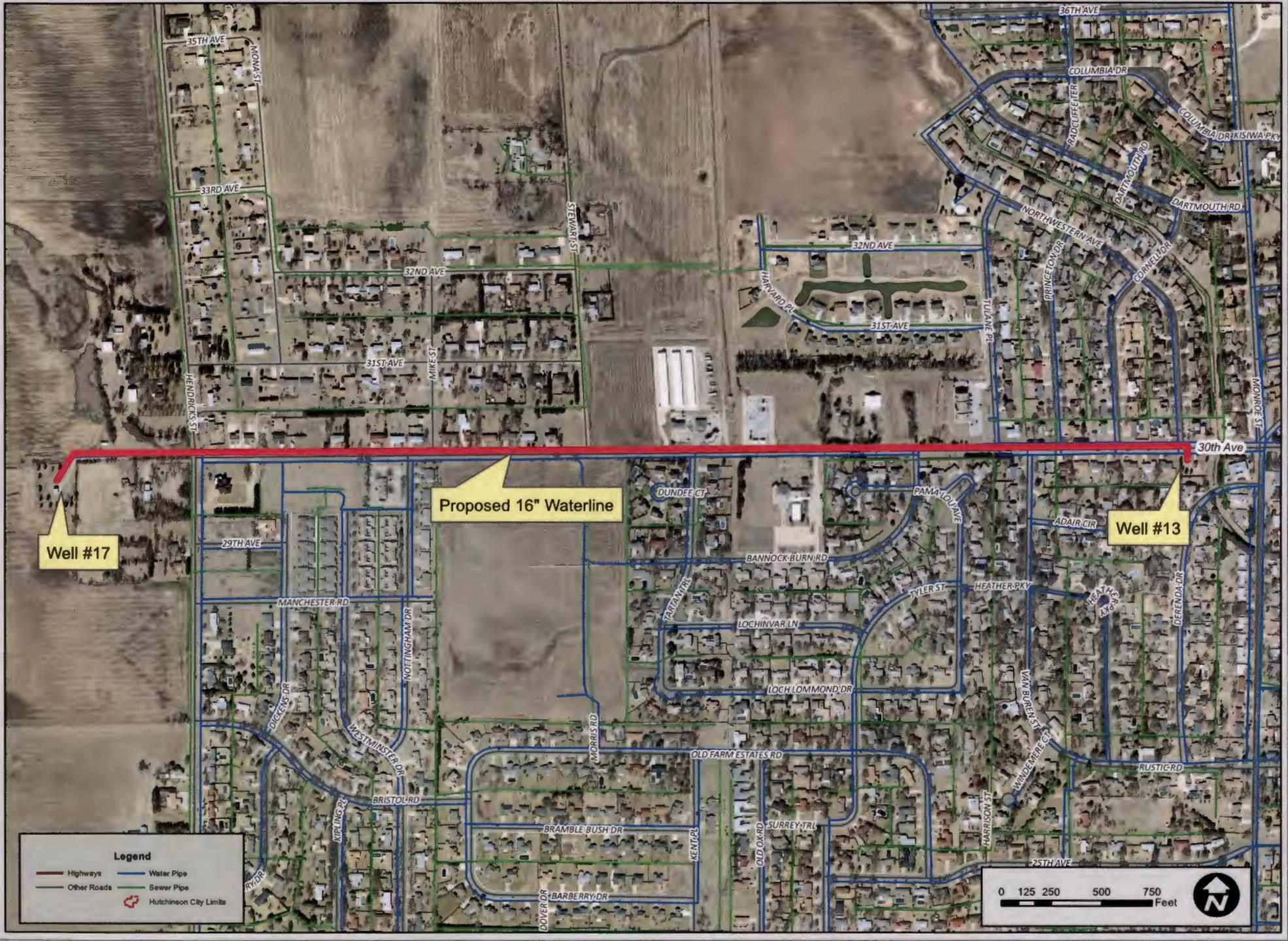


Also

Lawrence, Ks. • Emporia, Ks. • Manhattan, Ks.

Proposed Raw Water Main Extension

Project 15-05



COUNCIL COMMUNICATION	
FOR MEETING OF	1-19-16
AGENDA ITEM	7F
FOR ACTION	
INFORMATION ONLY	✓

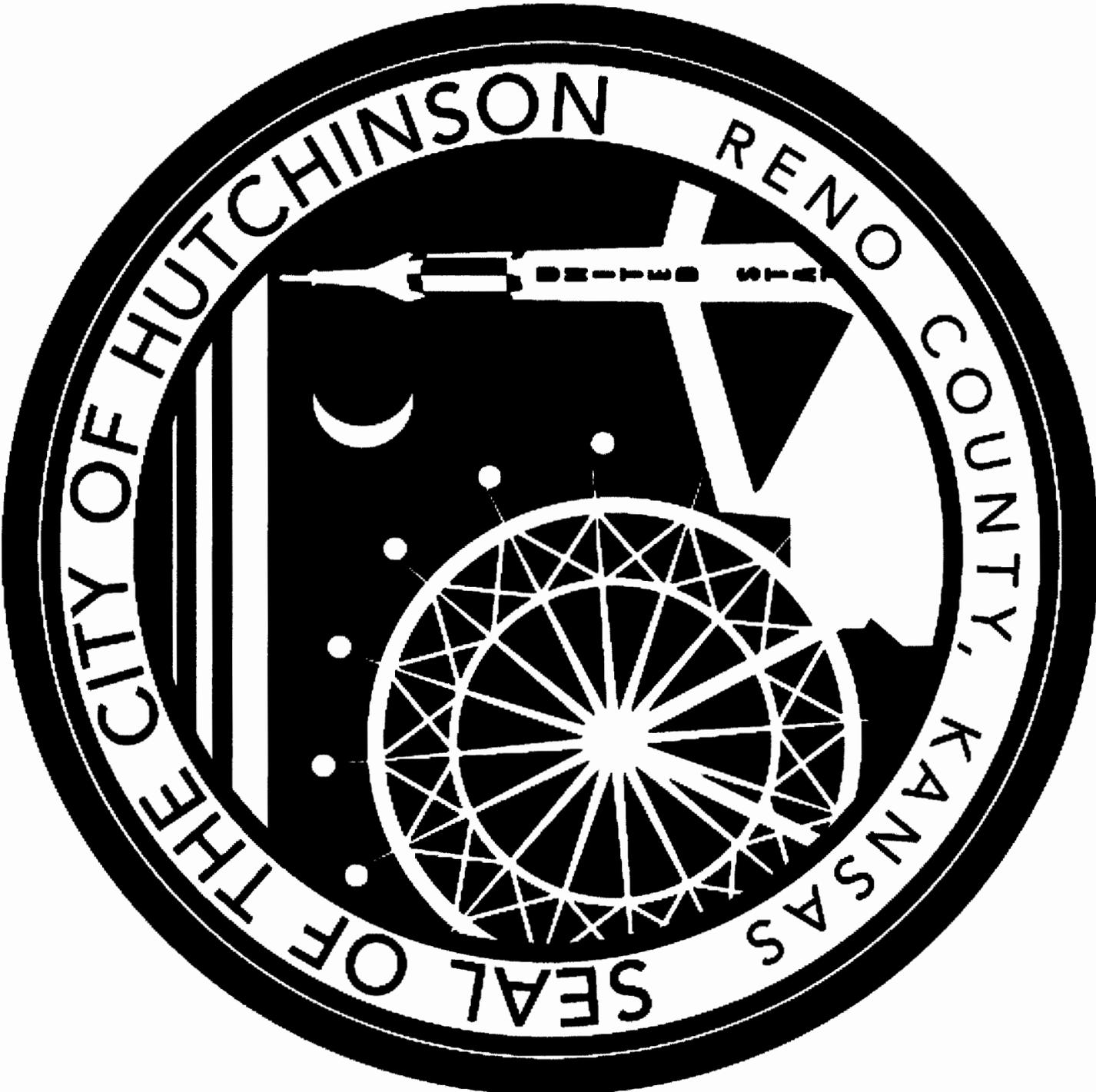
CITY SEAL POLL RESULTS

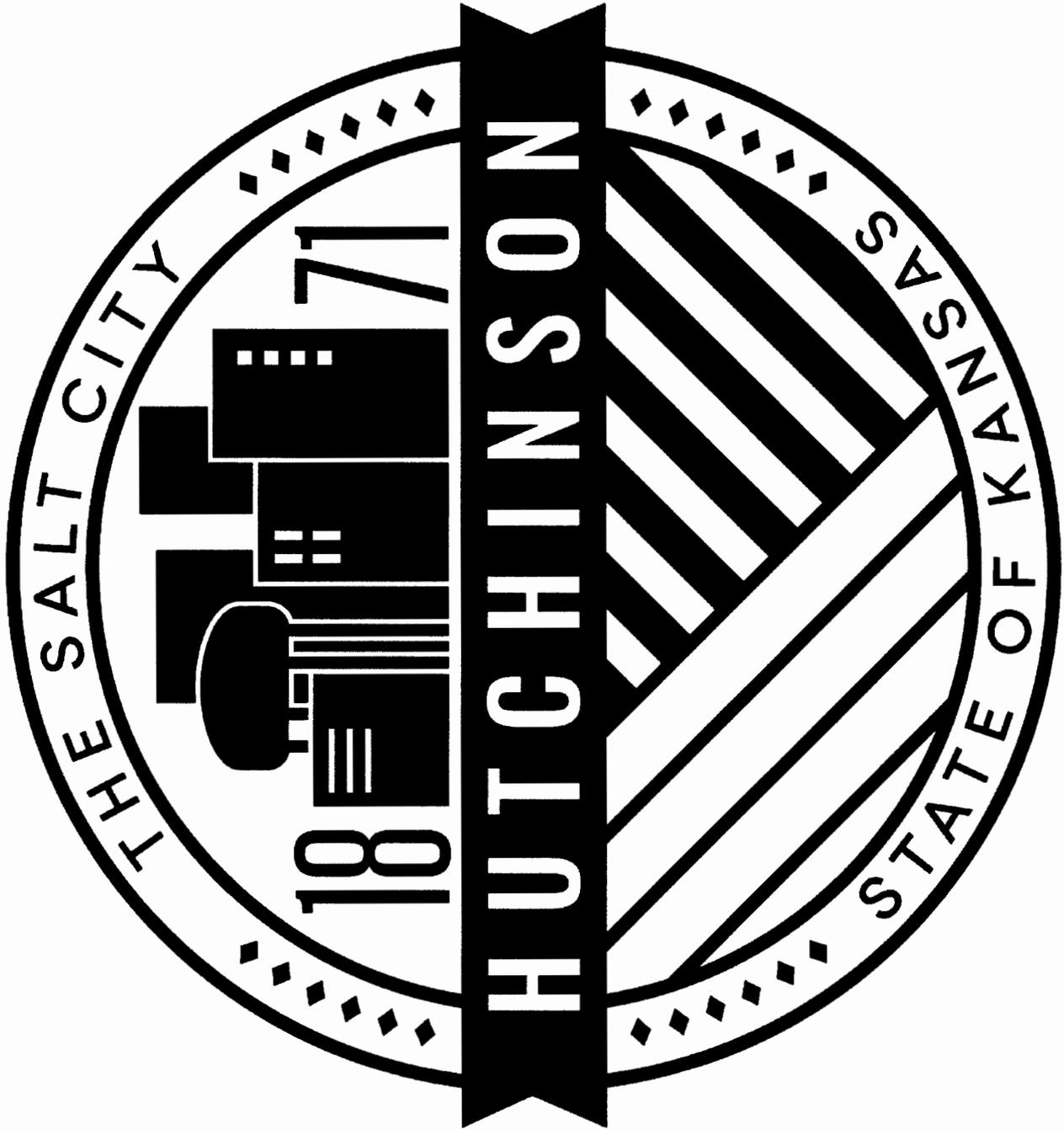
At the Mayor's request, the Hutchinson News put out a call for new Hutchinson city seal designs and held a poll of residents' favorites. The News received 12 total entries from nine designers; and had the poll on The News' Facebook page from December 22 through December 31. A total of 787 votes were cast in the poll. The call for entries specified designers should be current or former Hutchinson residents. Announcements regarding the poll emphasized that the council could consider the poll results but have full discretion on the selection of a new city seal.

The results were:

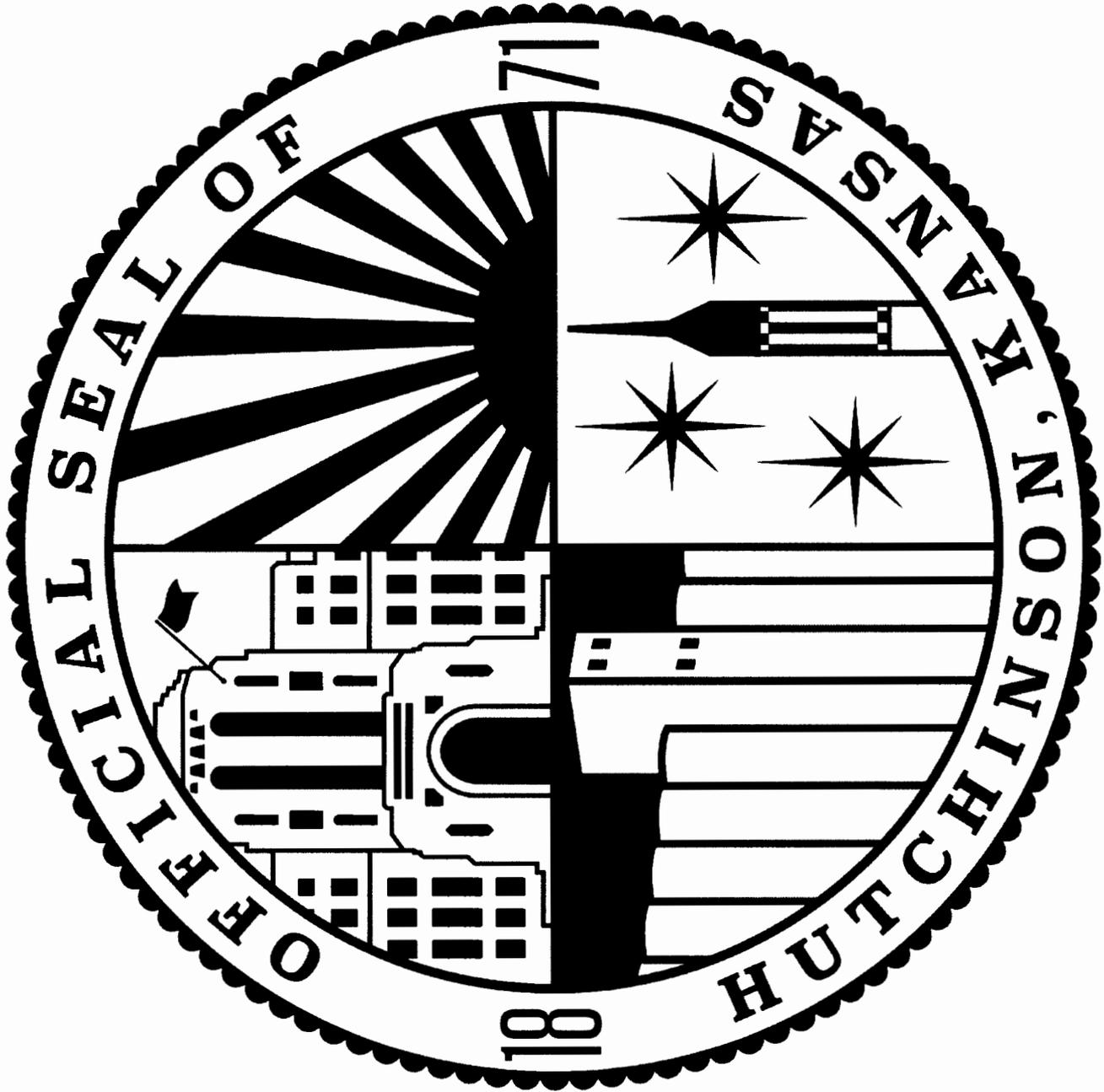
Designer	Votes
Abram Brensing	235
Rebekah Starkey Keasling	160
Erin German (Design D)	76
Amy Long	72
Erin German (Design C)	62
Erin German (Design B)	56
Bonnie Huschka	36
Aaron Chaffin	24
Angela Updegraff	22
Erin German (Design A)	15
Gina Nachtigal	12
Katherine Phleger	12
Current "Salthawk" seal	5

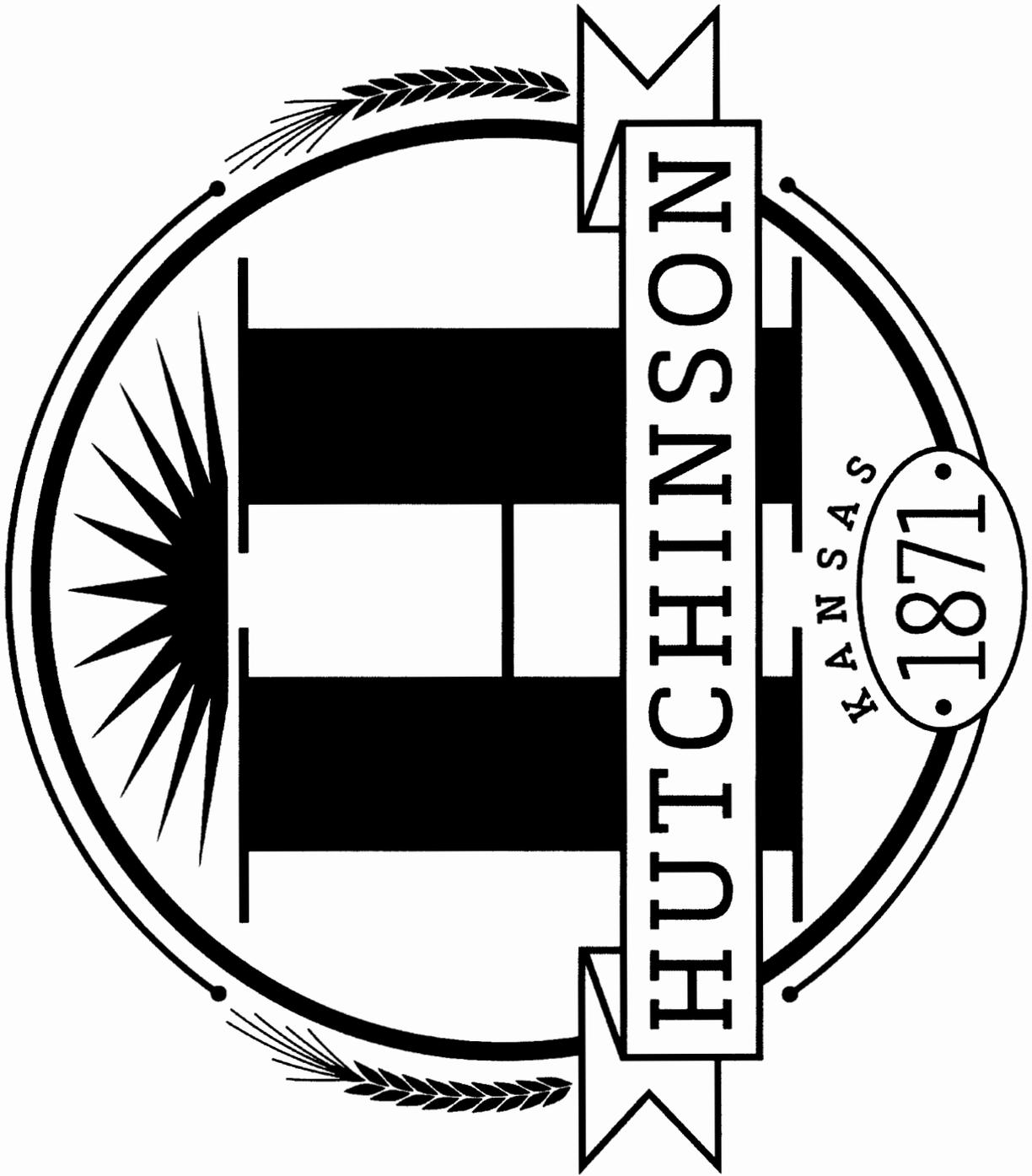






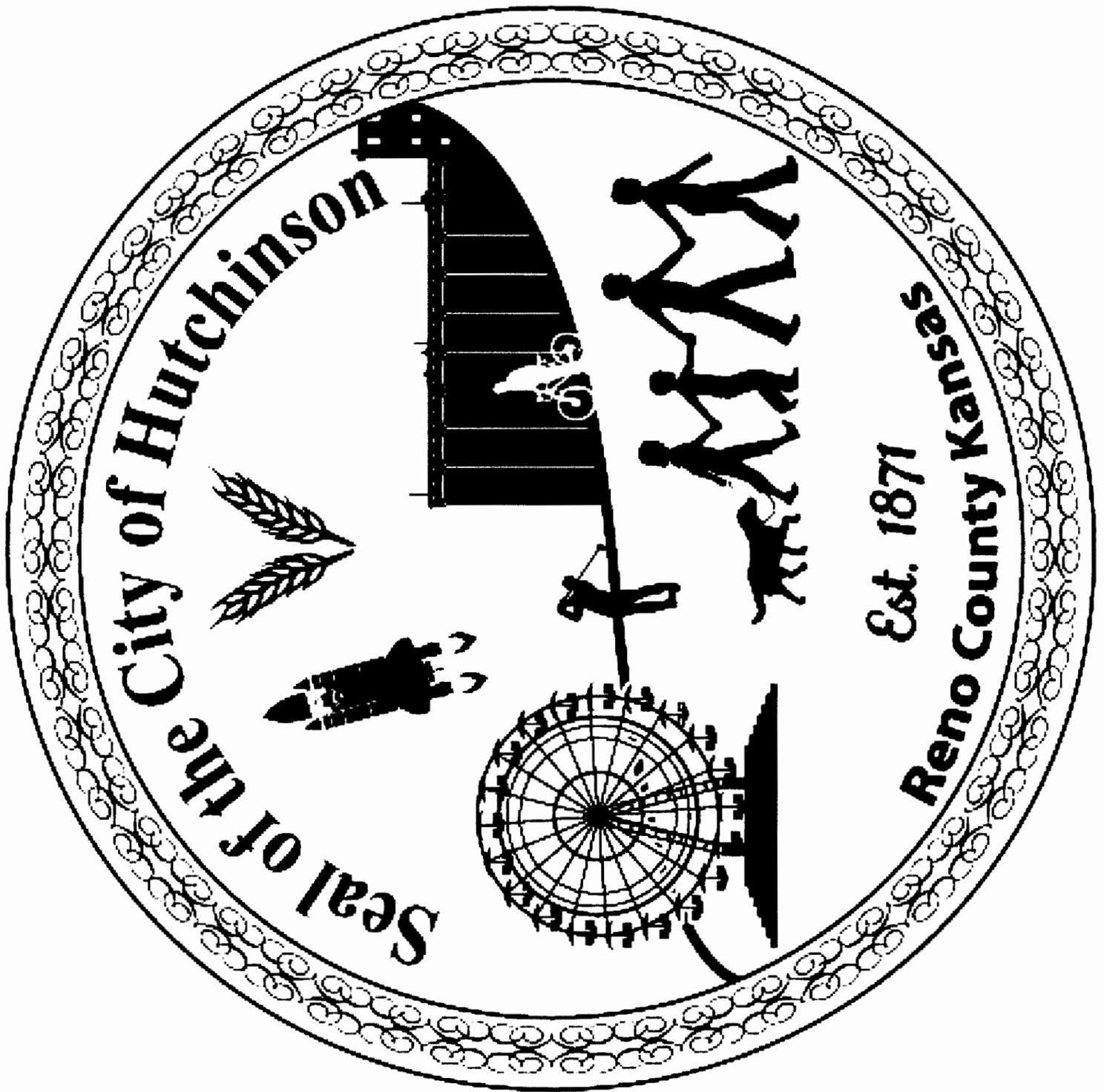


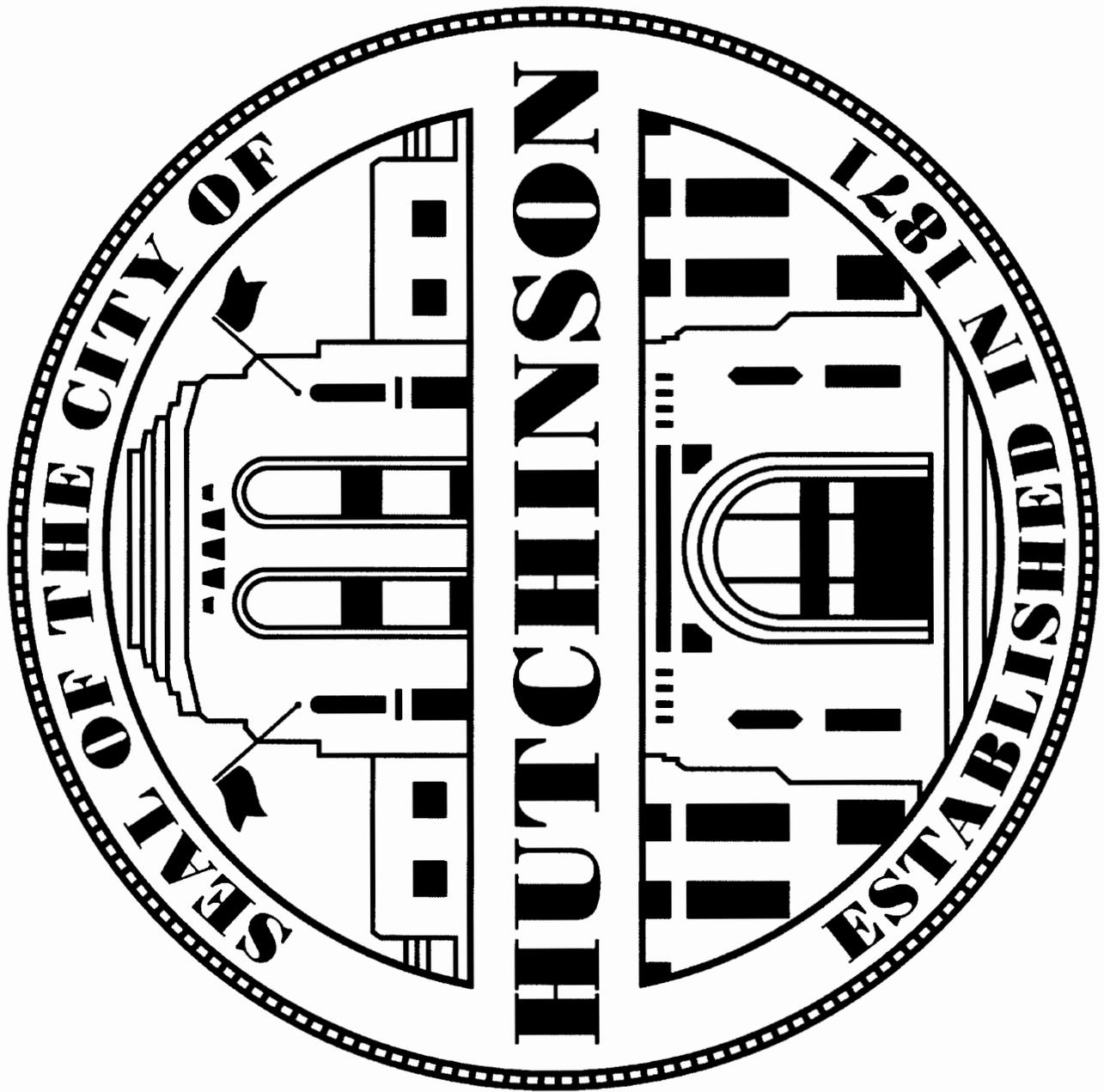


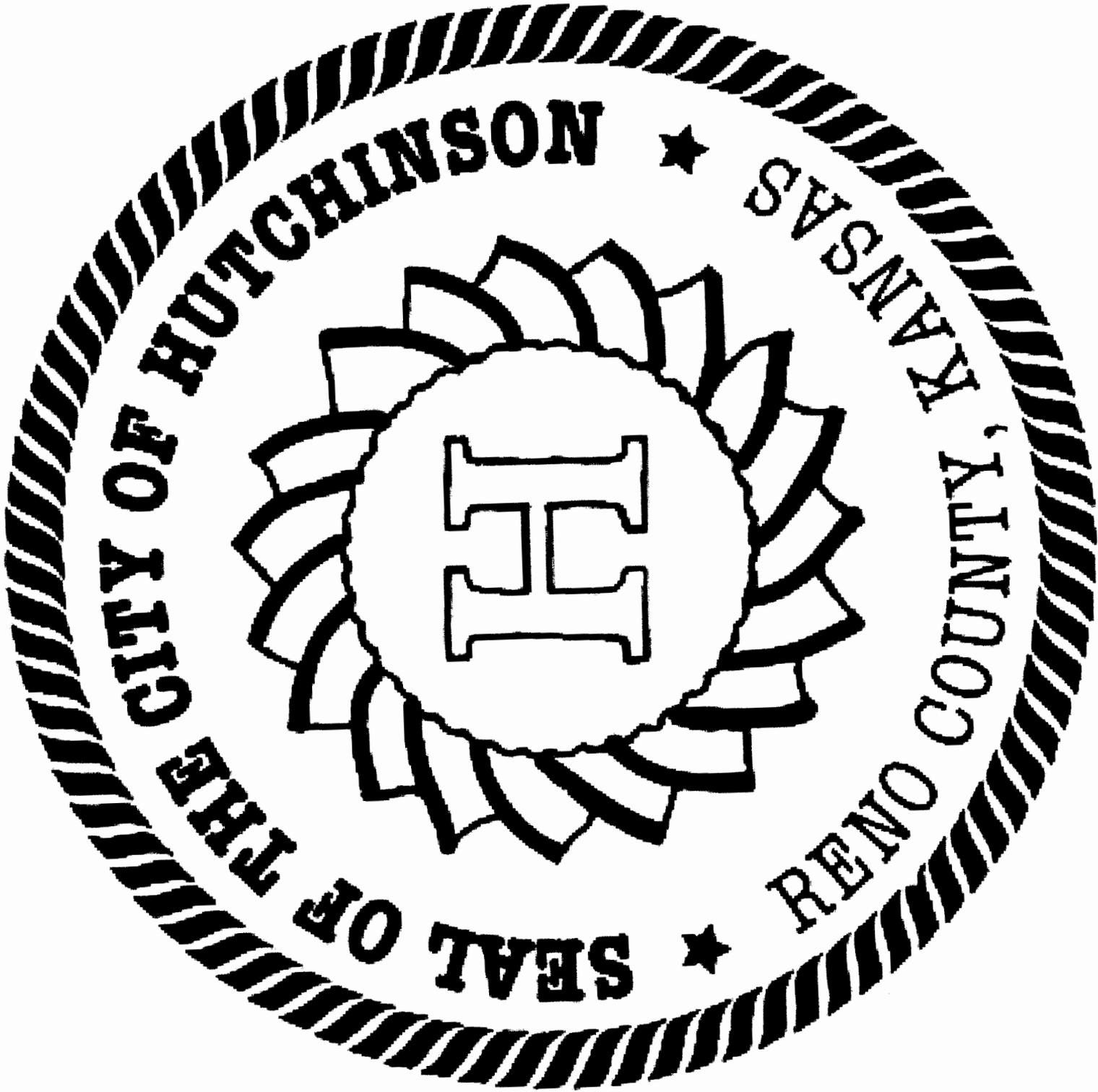


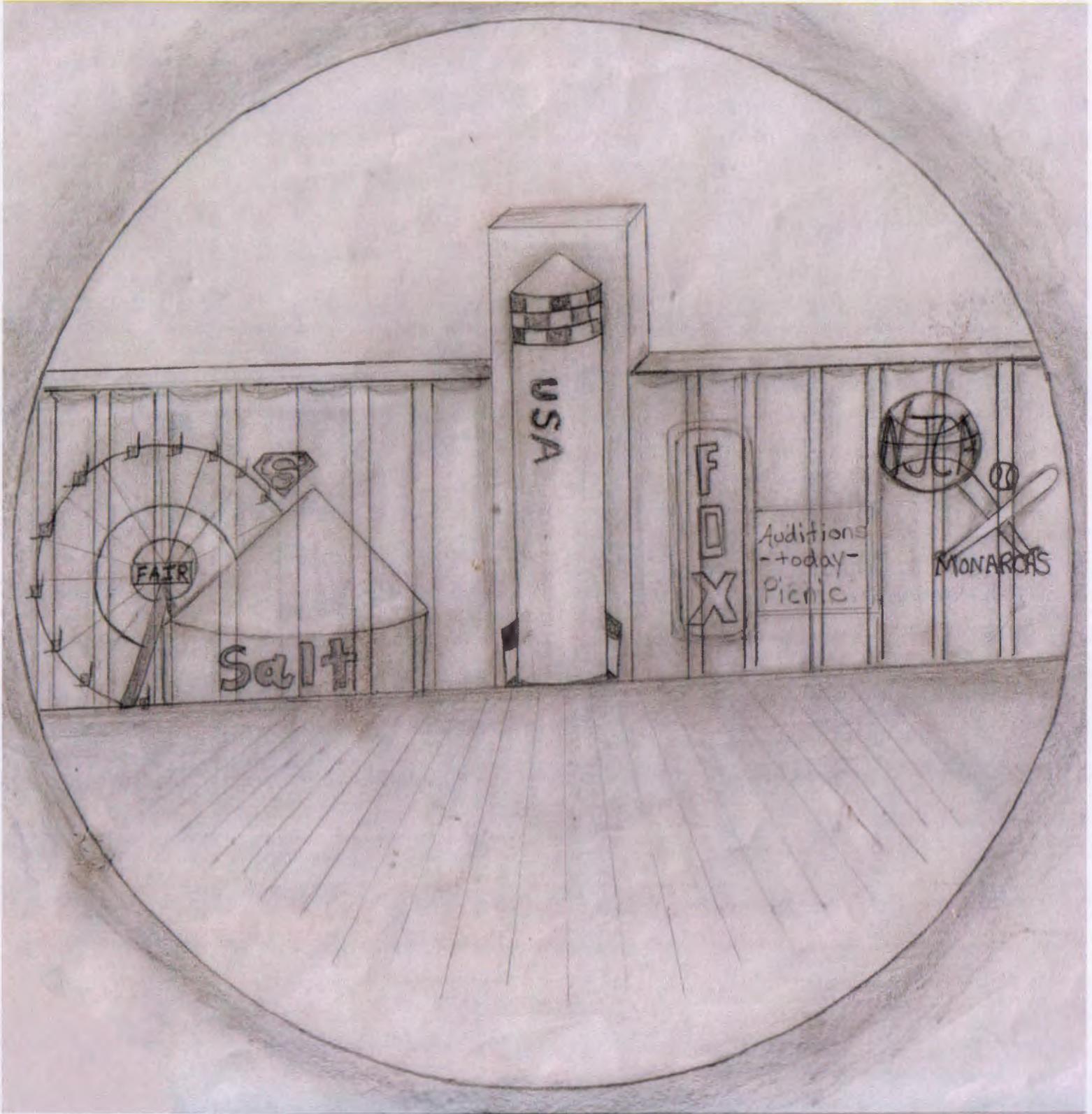












City seal

