



*AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS - HUTCHINSON, KANSAS
APRIL 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. PROCLAMATIONS

- a. *Arbor Day*
- b. *Cinco de Mayo Day and Cinco de Mayo Celebration*
- c. *Child Abuse Prevention Month*
- d. *Week of the Young Child*

5. ELECTION OF MAYOR

Nominations _____

Action – Motion to elect _____, Mayor

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

6. ELECTION OF VICE MAYOR

Nominations _____

Action – Motion to elect _____, Vice Mayor

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

7. 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.)

8. CONSENT AGENDA

- a. Approval of Minutes of April 5, 2016 City Council meeting.
- b. Approval of contract with Cinco de Mayo Committee for 2016 subsidy.
- c. Approval of contract with Emancipation Day Committee for 2016 subsidy.
- d. Approval of contract with Family Children’s Theatre, Inc. for 2016 subsidy.
- e. Approval of contract with Hutchinson Municipal Band Association for 2016 subsidy.
- f. Approval of contract with Reno Choral Society for 2016 subsidy.
- g. Approval of Cinco de Mayo request for amenities.
- h. Approval of request by Kansas State Fair for road closures, temporary signage, etc.
- i. Approval of appointment to the Hutchinson Convention/Visitors Bureau Board of Mary Grace Clements, 3650 E. Avenue G, for a three year term from 1/01/2014 through 12/31/2016.
- j. Approval of March financial reports.
- k. Approval of appropriation ordinance in the amount of \$1,064,957.70.

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

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

9. ORDINANCES AND RESOLUTIONS

- a. Consider **Ordinance and Resolutions for upcoming bond sale.**

Action – Motion to **approve/not approve** Ordinance authorizing the issuance of General Obligation Bonds by the City of Hutchinson, Kansas, to pay the cost of certain public improvements pursuant to Charter Ordinance No. 46 of the City; and authorize the Mayor to sign.

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

Action – Motion to **approve/not approve** Resolution authorizing the City of Hutchinson, Kansas, to construct public buildings and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof, all pursuant to K.S.A. 12-1736 et seq.; and authorize the Mayor to sign.

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

Action – Motion to **approve/not approve** Resolution authorizing the City of Hutchinson, Kansas, to construct certain main trafficway improvements and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof, all pursuant to K.S.A. 12-685 et seq. (Main Street improvements); and authorize the Mayor to sign.

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

Action – Motion to **approve/not approve** Resolution authorizing the public sale of approximately \$4,280,000.00 principal amount of General Obligation Bonds, Series 2016-B, of the City of Hutchinson, Kansas; and authorize the Mayor to sign.

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

10. NEW BUSINESS

a. Consider 2016 City-County Law Enforcement Agreement.

Action – Motion to **approve/not approve** the 2016 City-County Law Enforcement Agreement; and authorize the Mayor to sign.

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

b. Consider 2016 Emergency Solutions Grant application.

Action – Motion to **accept/not accept** the 2016 Emergency Solutions Grant (ESG) Application from the Sexual Assault/Domestic Violence Center, Inc. (SA/DVC) in the amount of \$45,000 and authorize the Mayor to sign grant application documents.

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

c. Consider Federal Fund Exchange Agreement with KDOT.

Action – Motion to **approve/not approve** staff's recommendation to approve the Federal Fund Exchange Agreement with KDOT; and authorize the Mayor to sign the agreement.

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

- d. Consider **Work Authorization #20 with CDM Smith for 4th and Carey Site Monitoring Program.**

Action – Motion to **approve/not approve** Work Authorization #20 to City Contract #3159 with CDM Smith for the 2016 4th and Carey Site Monitoring Program and other services in the amount of \$117,007; and authorize the Mayor to sign.

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

- e. Consider **2016 arterial street maintenance bids.**

Action – Motion to **approve/not approve** the bid of Cornejo and Sons, LLC in the amount of \$1,055,764.64, subject to compliance with all legal requirements; and authorize the Mayor to sign the contract.

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

11. **REPORT OF CITY OFFICIALS**

- a. **Council**

- b. **City Manager**

12. **EXECUTIVE SESSION**

- a. Motion to recess into executive session pursuant to the employer-employee negotiations exception, K.S.A. 75-4319(b)(3) in order to discuss pending issues related to the 2017 contract negotiations with the City's bargaining units; the open meeting to resume in the City Council chamber at _____ o'clock a.m.

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

13. **ADJOURNMENT**

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



COUNCIL COMMUNICATION	
FOR MEETING OF	4/19/2016
AGENDA ITEM	4a
FOR ACTION	
INFORMATION ONLY	X

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property value, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, I, Jade Piros de Carvalho, Mayor of the City of Hutchinson, Kansas, do hereby proclaim April 29, 2016, as

ARBOR DAY

in the City of Hutchinson, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hutchinson, Kansas, to be affixed this 19th day of April, 2016.

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer
City Clerk



COUNCIL COMMUNICATION	
FOR MEETING OF	4/19/2016
AGENDA ITEM	4b
FOR ACTION	
INFORMATION ONLY	X

PROCLAMATION

WHEREAS, one of Hutchinson's greatest strengths is its diversity and we appreciate the culture and history of our various communities of people, all of whom add to the greatness of this state, and we are therefore pleased to join with the Mexican American population in celebrating "Cinco de Mayo" which commemorates an event of historical significance and profound meaning to its people, both in the United States and in the homeland of Mexico; and

WHEREAS, each year, "Cinco de Mayo" recalls the indomitable spirit of the Mexican people who continue to make significant contributions to our state and nation, and also serves to enhance appreciation, among us all, for precious freedom and its value in our daily lives; and

WHEREAS, this event, marked by festivities that illustrate the pride of the Mexican community, is a fitting means by which to commemorate a defining moment in Mexican history, and it is furthermore appropriate that people of all cultural backgrounds join with our Mexican-American friends in celebrating the two ideals of friendship and liberty which Mexicans and Americans have fought to protect, ever since the 5th of May, 1862.

NOW, THEREFORE, I, Jade Piros de Carvalho, Mayor of the City of Hutchinson, Kansas, do hereby proclaim May 5, 2016, as

"CINCO de MAYO DAY"

and May 7, 2016 as

"CINCO de MAYO CELEBRATION"

in the City of Hutchinson and invite the community to become involved in this celebration.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Hutchinson, Kansas to be affixed this 3rd day of May, 2016.

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer
City Clerk



COUNCIL COMMUNICATION	
FOR MEETING OF	4/19/2016
AGENDA ITEM	4c
FOR ACTION	
INFORMATION ONLY	X

PROCLAMATION

WHEREAS, children are key to the state's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, child abuse and neglect can be prevented by supporting and strengthening Kansas' families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

WHEREAS, by providing a safe and nurturing environment for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

NOW, THEREFORE, I, Jade Piros de Carvalho, Mayor of the City of Hutchinson, do hereby proclaim the month of April, 2016 as

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Hutchinson, Kansas to be affixed this 19th day of April, 2016.

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer
City Clerk



COUNCIL COMMUNICATION	
FOR MEETING OF	4/19/2016
AGENDA ITEM	4d
FOR ACTION	
INFORMATION ONLY	X

PROCLAMATION

WHEREAS, the Reno County Early Childhood Council and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 10 through 16, 2016 with many activities to celebrate this event; and

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community these groups hope to improve the quality and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

WHEREAS, high-quality early childhood services represent a worthy commitment to our children's future;

NOW, THEREFORE, I, Jade Piros de Carvalho, Mayor of the City of Hutchinson, Kansas, do hereby proclaim April 10 through 16, 2016, as

THE WEEK OF THE YOUNG CHILD

and urge all citizens to recognize and support the needs of the young children in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Hutchinson, Kansas to be affixed this 19th day of April, 2016.

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer
City Clerk

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8a
FOR ACTION	✓
INFORMATION ONLY	



MINUTES
CITY COUNCIL MEETING
COUNCIL CHAMBERS - HUTCHINSON, KANSAS
APRIL 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, April 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 Ken Willard of the State Board of Education.
4. Proclamations

John Deardoff, City Manager, said Item 8b of the Agenda would be amended by adding a Resolution of Support for funding to the motion.

- a. A Proclamation for Fair Housing Month was accepted by Chris Givan, Chairperson of the Human Relations Commission. Mr. Givan also said the Human Relations Commission will have a booth at the Women's Fair on April 23, 2016.
 - b. A Proclamation for National Service Recognition Day was accepted by Ken Willard, head of the Kansas Volunteer Commission and Leah Chandler from the Reno County Volunteer Center at HCC.
 - c. A Proclamation for Reno County Crime Victims' Rights Week was accepted by Keith Schroeder, Reno County District Attorney. Mr. Schroeder said this Proclamation means a lot to them. He said there is no one typical victim; and there are other agencies besides the District Attorney's Office that deal with victims. Mr. Schroeder invited the public to a candlelight vigil on April 14, 2016 at 7:00 p.m. in the Veterans Room located in the in basement of Courthouse.
5. Petitions, Remonstrances and Communications
- a. Spring Cleanup. Brian Clennan, Director of Public Works, introduced Jeff Nichols, Superintendent of Public Works Maintenance, saying one of his new responsibilities is managing the spring cleanup project. Jeff Nichols

said this is the 10th year for this program which will be held on April 30 and May 1. Mr. Nichols said there will be 15 dumpster locations and 2 mattress drop off locations. He said they are partnering again with TECH for e-cycling at their Avenue A and Lorraine location on April 30. Mr. Nichols said the flyer advertising the program is now being offered in Spanish, as well as English, in order to reach more people in the community.

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

Justin Combs, Director of Parks & Facilities, introduced Ryan VanZant, Zoo Director, who comes from Bartlesville, OK. Mr. Combs said he is an outstanding fit for us; and said there will be an open house within the next month or so to meet him.

Ryan VanZant said he is glad to be here. He said he previously worked at the Sutton Center which is part of the University of Oklahoma; and is excited to get moving with the things here.

Ken Willard, head of the Kansas Volunteer Commission, spoke about the importance of community service and civic engagement. He said they have agreed to partner with the Lieutenant Governor and the State Board of Education in giving a Community Service Award to one student in every high school in the State; and possibly having a recognition event at the Kansas State Fair for those students.

6. Consent Agenda

- a. Approval of Minutes of March 15, 2016 City Council meeting.
- b. Approval of Residential Infill Construction Incentives by Interfaith Housing at 1327 East Avenue A.
- c. Approval of Sanitary Sewer Easement from Heartland Credit Union.
- d. Approval License Agreement with the Et Cetera Shop for entrance ramp.
- e. Cultural Activities fund allocations for 2016.
- f. Approval of appropriation ordinance in the amount of \$2,436,319.35.

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

7. Ordinances and Resolutions

- a. Consider request to rezone two lots at the northwest corner of Bigger and Elm. Casey Jones, Senior Planner, spoke. Mr. Jones said USD 308 recently acquired these lots with the hope of building additional parking

spaces for staff, as most of the parking is now on the street. Councilmember Daveline asked about lighting in the parking lot. Discussion ensued.

Motion by Councilmember Inskeep, second by Councilmember Soldner, to approve the recommendation of the Planning Commission to approve the request to rezone Lots 2 and 4, Block 3, G. C. Millar's South Addition, from R-4 Residential Neighborhood Conservation District to P/I Public and Institutional District based on due consideration of the factors presented; and authorize the Mayor to sign Resolution 2016 - 5. The motion passed unanimously.

- b. Consider official seal of the City of Hutchinson. Paul Brown, City Attorney, spoke. Mayor Piros de Carvalho introduced the artist, saying she is a very talented artist in our community. Councilmember Dechant said he appreciates her work and rework on the seal.

Motion by Councilmember Soldner, second by Councilmember Dechant, to approve Resolution 2016 R 10 establishing and adopting a new official seal for the City of Hutchinson, Kansas and repealing Resolution 1936 – 5; and authorizing the Mayor to sign. The motion passed unanimously.

8. New Business

- a. Consider contract with CDM Smith for Stormwater Master Plan update. Jeff Peterson, Interim Director of Engineering, spoke. Bruce Barnes, a representative of CDM Smith was also in attendance. Mr. Peterson said the present master plan was completed in 2000, but none of the improvements have been made because there was no funding source. He said they can now begin making improvements with funding from the stormwater utility funds.

Councilmember Daveline said this is a major step, but asked to go back in time referencing a 2015 letter from Mr. Peterson to property owners about the master plan. Mr. Daveline also referenced the levy certification and how this ties in with the master plan. Discussion ensued.

Councilmember Daveline also referenced a December 2014 map provided by CDM that outlined various phases of stormwater projects, asking how the new plan will differ from that map. Mr. Peterson said there will be a lot of similarities, but some improvements will have to be moved to another location, resized, etc. Discussion ensued regarding public communication, with the Mayor saying it is critical that we communicate with people to let them know what they are getting for their dollars. Additional discussion ensued.

Bruce Barnes with CDM Smith spoke. He said they will be re-engaging the Stormwater Advisory Committee; and will look at how to prioritize projects,

and show rate payers what they are getting for the stormwater utility fees. Discussion ensued. Councilmember Dechant said he is looking forward to the improvements as a lot of the flooding happens in the south part of town. He said the current infrastructure can't handle large amounts of rain; and said this is a long term investment. Additional discussion ensued.

Motion by Councilmember Daveline, second by Councilmember Inskeep, to approve the Professional Services Contract with CDM Smith, Inc. in order to update the City's Stormwater Master Plan for a maximum not to exceed amount of \$354,225.00; and authorize the Mayor to sign. The motion passed unanimously.

b. Consider financial support for Amtrak Tiger VIII Grant. John Deardoff, City Manager, spoke. He said council is also being asked to approve a Resolution of Support. He said this grant seeks to improve remaining segments of the rail, which constitutes approximately 300 miles of track. Discussion ensued.

Motion by Councilmember Dechant, second by Councilmember Soldner, to approve staff's recommendation and Resolution of Support 2016 R 11 to provide a pledge of \$12,500.00 from the Economic Opportunity Fund toward the TIGER VIII grant to be paid in 2017 should the grant be awarded. The motion passed unanimously.

c. Consider Public Art Commission Contract for Fire Station Public Art. Meryl Dye, Assistant City Manager, spoke. Discussion ensued about the artwork at the Avenue E and Walnut station, maintenance and upkeep of the limestone at the 11th and Hendricks station, etc.

Motion by Councilmember Inskeep, second by Councilmember Dechant, to approve the Public Art Commission Contract with Alan Tollakson as the artist for public art at the new fire station at 11th & Hendricks for the sum of Thirteen Thousand Dollars (\$13,000.00); and authorize the Mayor to sign the Contract. The motion passed unanimously.

9. Report of City Officials

a. Council

- Councilmember Dechant said Church Basement Ladies will be presented at the Flag Theatre on April 14-17, 2016.
- Councilmember Soldner had no comments.
- Councilmember Inskeep said if you are out, the tulips around City buildings are very nice.
- Councilmember Daveline said it is great news that the NJCAA volleyball tournament will be coming to Hutchinson in 2017. He congratulated

John Deardoff for his efforts. Mr. Deardoff said he attended the NJCAA Conference in Colorado Springs this past weekend; and had the opportunity to speak to them. He said he was also able to update them on the Sports Arena project. Discussion ensued.

- Mayor Piros de Carvalho thanked the Hutchinson News for partnership with the City on the City seal contest. She also thanked the fire department for helping with various wildfires in the area, saying this is a very dangerous job; and one you don't think about very often until they are needed. The Mayor also thanked police department officers, saying she recently visited with the principal of Lincoln Elementary School who told her about several officers who are taking an active role in the school.

b. City Manager

The City Manager said the Sports Arena Building Committee will meet on April 6, 2016; and will receive a construction update. He said they will be reviewing revised cost estimates, bid package 3, etc.

Mr. Deardoff also gave an update on the rental inspection program saying 5,204 units have been registered; and 855 are unregistered. He said Jonathan, who is a temporary employee in the Planning Department, has done an amazing job; and last Friday they processed several hundred registrations. Mr. Deardoff said, depending on what happens in Topeka, legislation will determine where our program stands. Discussion ensued.

Councilmember Soldner asked about demolitions. Mr. Deardoff said Trent Maxwell is working on the listed properties; and they should be brought to council in the near future.

10. Adjournment

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

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8b
CINCO DE MAYO COMMITTEE	✓
INFORMATION ONLY	

CINCO DE MAYO COMMITTEE

City Contract No. 2016 C _____

THIS AGREEMENT is made and entered into this _____ day of April, 2016, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (the "City"); and

THE CINCO DE MAYO COMMITTEE, a Kansas not-for-profit corporation, (the "Committee").

WHEREAS, the City's Charter Ordinance No. 11 and City Code Section 2-1002 authorize the governing body of the City to enter into written contracts with any musical group which is, in the opinion of the governing body, capable of presenting worthwhile and entertaining band concerts and theatrical productions;

WHEREAS, the Committee has requested funds from the City pursuant to Charter Ordinance No. 11 and City Code Section 2-1002;

WHEREAS, the City has determined that the Committee provides entertainment in accordance with the requirements of Charter Ordinance No. 11 and City Code Section 2-1002, and is otherwise an appropriate recipient of public funds;

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

1. **PRESENTATION OF PROGRAMS.** The Committee shall present musical programs within the greater Hutchinson area and elsewhere, according to a schedule it has or shall hereafter adopt.

2. **DISTRIBUTION OF FUNDS.** The City may, during the term of this Agreement, pay the Committee a total of \$1,150.00. The number and timing of payments hereunder shall be at the sole discretion of the City. The City reserves the right to reduce the amount payable hereunder pro rata in the event actual sales tax revenue is less than the amount projected for budget purposes, or in the event the projected revenue of the City is less than projected for the budget year. Payments may be suspended or discontinued if at any time the City determines that the Committee has committed a material breach of this Agreement and has failed to cure the same within a reasonable time after notice thereof.

3. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of execution until December 31, 2016. The term hereof may be renewed or extended by mutual agreement by the parties.

4. **FINANCIAL ACCOUNTING AND REPORTING REQUIREMENTS.** The Committee shall furnish to the City Clerk, not later than 90 days after the close of each of its committee's fiscal years, any portion of which falls within the term of this agreement, a financial compilation statement for such year, which report shall be prepared according to generally accepted accounting principles, and prepared by a public account, or a certified public account. The City Manager may request any additional financial data he or she deems necessary or appropriate to assist the Governing Body in analyzing a request for financial assistance or in verifying the accuracy of any payment due the City or to the Committee's financial records.

5. **NONDISCRIMINATION.** During the performance of this contract, the Committee will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bona fide occupation qualification. The Committee will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap. such action shall include, but not be limited to the following: employment, upgrading, deviation or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the director of human relations setting forth the provisions of this nondiscrimination clause.

The Committee may be required prior to commencement and during the term of this contract, to furnish to the director of human relations or his/her designee upon his/her request and on such form(s) as may be provided by the director therefor, a report of the affirmative action taken by the Committee in implementing the terms of this provision and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records by the director of human relations for the purpose of investigation to determine compliance with this provision.

If upon investigation the director of human relations finds probable cause to believe that the Committee had failed to comply with any of the provisions, the Committee and City Manager shall be notified in writing. After serving notice the director will attempt to bring about compliance through conference, conciliation and persuasion. If compliance cannot be brought about through conference, conciliation and persuasion, the director shall submit written findings and a recommendation to the City Manager. If the City Manager concurs with the director's finding(s) and recommendation(s), he/she shall recommend to the governing body that they terminate, cancel and/or withhold any funds due to the Committee, pending compliance by the contractor/vendor with the terms of this provision.

Failure to comply with any of the terms of this provision shall be a material breach of contract.

6. **INDEMNIFICATION.** The Committee shall hold the City harmless from and indemnify it against all claims arising out of any agreement, debt, obligation, condition of

employment, or bodily or personal injury, including damages arising from a violation of civil rights, which might be made against the City in connection with responsibilities of the Committee under this Agreement.

7. **RELATIONSHIP OF PARTIES.** The City and the Committee are separate entities. Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between the parties hereto.

8. **ASSIGNMENT AND DELEGATION.** The Committee shall neither delegate duties nor assign rights imposed by or arising from this Agreement without first obtaining the written consent of the City.

9. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.

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

CINCO DE MAYO COMMITTEE

THE CITY OF HUTCHINSON, KANSAS

Mayor

ATTEST:

Karen Weltmer, City Clerk

Approved as to Form

Paul W. Brown, City Attorney

DATE: _____

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8c
FOR ACTION	✓
INFORMATION ONLY	

EMANCIPATION DAY COMMITTEE
City Contract No. 2016 C _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (the "City"); and

THE EMANCIPATION DAY COMMITTEE, a Kansas not-for-profit corporation, (the "Committee").

WHEREAS, the City's Charter Ordinance No. 11 and City Code Section 2-1002 authorize the governing body of the City to enter into written contracts with any musical group which is, in the opinion of the governing body, capable of presenting worthwhile and entertaining band concerts and theatrical productions;

WHEREAS, the Committee has requested funds from the City pursuant to Charter Ordinance No. 11 and City Code Section 2-1002;

WHEREAS, the City has determined that the Committee provides entertainment in accordance with the requirements of Charter Ordinance No. 11 and City Code Section 2-1002, and is otherwise an appropriate recipient of public funds;

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

1. **PRESENTATION OF PROGRAMS.** The Committee shall present musical programs within the greater Hutchinson area and elsewhere, according to a schedule it has or shall hereafter adopt.

2. **DISTRIBUTION OF FUNDS.** The City may, during the term of this Agreement, pay the Committee a total of \$2,800.00. The number and timing of payments hereunder shall be at the sole discretion of the City. The City reserves the right to reduce the amount payable hereunder pro rata in the event actual sales tax revenue is less than the amount projected for budget purposes, or in the event the projected revenue of the City is less than projected for the budget year. Payments may be suspended or discontinued if at any time the City determines that the Committee has committed a material breach of this Agreement and has failed to cure the same within a reasonable time after notice thereof.

3. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of execution until December 31, 2016. The term hereof may be renewed or extended by mutual agreement by the parties.

4. **FINANCIAL ACCOUNTING AND REPORTING REQUIREMENTS.** The Committee shall furnish to the City Clerk, not later than 90 days after the close of each of its committee's fiscal years, any portion of which falls within the term of this agreement, a financial compilation statement for such year, which report shall be prepared according to generally accepted accounting principles, and prepared by a public account, or a certified public account. The City Manager may request any additional financial data he or she deems necessary or appropriate to assist the Governing Body in analyzing a request for financial assistance or in verifying the accuracy of any payment due the City or to the Committee's financial records.

5. **NONDISCRIMINATION.** During the performance of this contract, the Committee will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bona fide occupation qualification. The Committee will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap. such action shall include, but not be limited to the following: employment, upgrading, deviation or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the director of human relations setting forth the provisions of this nondiscrimination clause.

The Committee may be required prior to commencement and during the term of this contract, to furnish to the director of human relations or his/her designee upon his/her request and on such form(s) as may be provided by the director therefor, a report of the affirmative action taken by the Committee in implementing the terms of this provision and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records by the director of human relations for the purpose of investigation to determine compliance with this provision.

If upon investigation the director of human relations finds probable cause to believe that the Committee had failed to comply with any of the provisions, the Committee and City Manager shall be notified in writing. After serving notice the director will attempt to bring about compliance through conference, conciliation and persuasion. If compliance cannot be brought about through conference, conciliation and persuasion, the director shall submit written findings and a recommendation to the City Manager. If the City Manager concurs with the director's finding(s) and recommendation(s), he/she shall recommend to the governing body that they terminate, cancel and/or withhold any funds due to the Committee, pending compliance by the contractor/vendor with the terms of this provision.

Failure to comply with any of the terms of this provision shall be a material breach of contract.

6. **INDEMNIFICATION.** The Committee shall hold the City harmless from and indemnify it against all claims arising out of any agreement, debt, obligation, condition of

employment, or bodily or personal injury, including damages arising from a violation of civil rights, which might be made against the City in connection with responsibilities of the Committee under this Agreement.

7. **RELATIONSHIP OF PARTIES.** The City and the Committee are separate entities. Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between the parties hereto.

8. **ASSIGNMENT AND DELEGATION.** The Committee shall neither delegate duties nor assign rights imposed by or arising from this Agreement without first obtaining the written consent of the City.

9. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.

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

EMANCIPATION DAY COMMITTEE

THE CITY OF HUTCHINSON, KANSAS

Mayor

ATTEST:

Karen Weltmer, City Clerk

Approved as to Form

Paul W. Brown, City Attorney

DATE: _____

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8d
FOR ACTION	✓
INFORMATION ONLY	

THE FAMILY CHILDREN'S THEATRE, INC.

City Contract No. 2016 C _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (the "City");

THE FAMILY CHILDREN'S THEATRE, INC., a Kansas not-for-profit corporation, (the "Theater").

WHEREAS, the City's Charter Ordinance No. 11 and City Code Section 2-1002 authorize the governing body of the City to enter into written contracts with any musical group which is, in the opinion of the governing body, capable of presenting worthwhile and entertaining band concerts and theatrical productions;

WHEREAS, the Theater has requested funds from the City pursuant to Charter Ordinance No. 11 and City Code Section 2-1002;

WHEREAS, the City has determined that the Theater provides entertainment in accordance with the requirements of Charter Ordinance No. 11 and City Code Section 2-1002, and is otherwise an appropriate recipient of public funds;

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

1. **PRESENTATION OF PROGRAMS.** The Theater shall present musical programs within the greater Hutchinson area and elsewhere, according to a schedule it has or shall hereafter adopt.

2. **DISTRIBUTION OF FUNDS.** The City may, during the term of this Agreement, pay the Theater a total of \$9,650.00. The number and timing of payments hereunder shall be at the sole discretion of the City. The City reserves the right to reduce the amount payable hereunder pro rata in the event actual sales tax revenue is less than the amount projected for budget purposes, or in the event the projected revenue of the City is less than projected for the budget year. Payments may be suspended or discontinued if at any time the City determines that the Theater has committed a material breach of this Agreement and has failed to cure the same within a reasonable time after notice thereof.

3. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of execution until December 31, 2016. The term hereof may be renewed or extended by mutual agreement by the parties.

4. **FINANCIAL ACCOUNTING AND REPORTING REQUIREMENTS.** The Theater shall furnish to the City Clerk, not later than 90 days after the close of each of its organization's fiscal years, any portion of which falls within the term of this agreement, a financial compilation statement for such year, which report shall be prepared according to generally accepted accounting principles, and prepared by a public account, or a certified public account. The City Manager may request any additional financial data he or she deems necessary or appropriate to assist the Governing Body in analyzing a request for financial assistance or in verifying the accuracy of any payment due the City or to the Association's financial records.

5. **NONDISCRIMINATION.** During the performance of this contract, the Theater will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bona fide occupation qualification. The Theater will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, deviation or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the director of human relations setting forth the provisions of this nondiscrimination clause.

The Theater may be required prior to commencement and during the term of this contract, to furnish to the director of human relations or his/her designee upon his/her request and on such form(s) as may be provided by the director therefor, a report of the affirmative action taken by the Theater in implementing the terms of this provision and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records by the director of human relations for the purpose of investigation to determine compliance with this provision.

If upon investigation the director of human relations finds probable cause to believe that the Theater had failed to comply with any of the provisions, the Theater and City Manager shall be notified in writing. After serving notice the director will attempt to bring about compliance through conference, conciliation and persuasion. If compliance cannot be brought about through conference, conciliation and persuasion, the director shall submit written findings and a recommendation to the City Manager. If the City Manager concurs with the director's finding(s) and recommendation(s), he/she shall recommend to the governing body that they terminate, cancel and/or withhold any funds due to the Theater, pending compliance by the contractor/vendor with the terms of this provision.

Failure to comply with any of the terms of this provision shall be a material breach of contract.

6. **INDEMNIFICATION.** The Theater shall hold the City harmless from and indemnify it against all claims arising out of any agreement, debt, obligation, condition of employment, or bodily or personal injury, including damages arising from a violation of

civil rights, which might be made against the City in connection with responsibilities of the Theater under this Agreement.

7. **RELATIONSHIP OF PARTIES.** The City and the Theater are separate entities. Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between the parties hereto.

8. **ASSIGNMENT AND DELEGATION.** The Theater shall neither delegate duties nor assign rights imposed by or arising from this Agreement without first obtaining the written consent of the City.

9. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.

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

THE FAMILY CHILDREN'S THEATRE, INC.

THE CITY OF HUTCHINSON, KANSAS

Mayor

ATTEST:

Karen Weltmer, City Clerk

Approved as to Form

Paul W. Brown, City Attorney

Date: _____

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8e
FOR ACTION	✓
INFORMATION ONLY	

HUTCHINSON MUNICIPAL BAND ASSOCIATION

City Contract No. 2016 C _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (the "City"); and

THE HUTCHINSON MUNICIPAL BAND ASSOCIATION, a Kansas not-for-profit corporation, (the "Association").

WHEREAS, the City's Charter Ordinance No. 11 and City Code Section 2-1002 authorize the governing body of the City to enter into written contracts with any musical group which is, in the opinion of the governing body, capable of presenting worthwhile and entertaining band concerts and theatrical productions;

WHEREAS, the Association has requested funds from the City pursuant to Charter Ordinance No. 11 and City Code Section 2-1002;

WHEREAS, the City has determined that the Association provides entertainment in accordance with the requirements of Charter Ordinance No. 11 and City Code Section 2-1002, and is otherwise an appropriate recipient of public funds;

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

1. **PRESENTATION OF PROGRAMS.** The Association shall present musical programs within the greater Hutchinson area and elsewhere, according to a schedule it has or shall hereafter adopt.

2. **DISTRIBUTION OF FUNDS.** The City may, during the term of this Agreement, pay the Association a total of \$21,000.00. The number and timing of payments hereunder shall be at the sole discretion of the City. The City reserves the right to reduce the amount payable hereunder pro rata in the event actual sales tax revenue is less than the amount projected for budget purposes, or in the event the projected revenue of the City is less than projected for the budget year. Payments may be suspended or discontinued if at any time the City determines that the Association has committed a material breach of this Agreement and has failed to cure the same within a reasonable time after notice thereof.

3. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of execution until December 31, 2016. The term hereof may be renewed or extended by mutual agreement by the parties.

4. FINANCIAL ACCOUNTING AND REPORTING REQUIREMENTS. The Association shall furnish to the City Clerk, not later than 90 days after the close of each of its association's fiscal years, any portion of which falls within the term of this agreement, a financial compilation statement for such year, which report shall be prepared according to generally accepted accounting principles, and prepared by a public account, or a certified public account. The City Manager may request any additional financial data he or she deems necessary or appropriate to assist the Governing Body in analyzing a request for financial assistance or in verifying the accuracy of any payment due the City or to the Association's financial records.

5. NONDISCRIMINATION. During the performance of this contract, the Association will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bona fide occupation qualification. The Association will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, deviation or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the director of human relations setting forth the provisions of this nondiscrimination clause.

The Association may be required prior to commencement and during the term of this contract, to furnish to the director of human relations or his/her designee upon his/her request and on such form(s) as may be provided by the director therefor, a report of the affirmative action taken by the Association in implementing the terms of this provision and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records by the director of human relations for the purpose of investigation to determine compliance with this provision.

If upon investigation the director of human relations finds probable cause to believe that the Association had failed to comply with any of the provisions, the Association and City Manager shall be notified in writing. After serving notice the director will attempt to bring about compliance through conference, conciliation and persuasion. If compliance cannot be brought about through conference, conciliation and persuasion, the director shall submit written findings and a recommendation to the City Manager. If the City Manager concurs with the director's finding(s) and recommendation(s), he/she shall recommend to the governing body that they terminate, cancel and/or withhold any funds due to the Association, pending compliance by the contractor/vendor with the terms of this provision.

Failure to comply with any of the terms of this provision shall be a material breach of contract.

6. INDEMNIFICATION. The Association shall hold the City harmless from and indemnify it against all claims arising out of any agreement, debt, obligation, condition of

employment, or bodily or personal injury, including damages arising from a violation of civil rights, which might be made against the City in connection with responsibilities of the Association under this Agreement.

7. **RELATIONSHIP OF PARTIES.** The City and the Association are separate entities. Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between the parties hereto.

8. **ASSIGNMENT AND DELEGATION.** The Association shall neither delegate duties nor assign rights imposed by or arising from this Agreement without first obtaining the written consent of the City.

9. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.

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

**HUTCHINSON MUNICIPAL
BAND ASSOCIATION**

THE CITY OF HUTCHINSON, KANSAS

Mayor

ATTEST:

Karen Weltmer, City Clerk

Approved as to Form

Paul W. Brown, City Attorney

DATE: _____

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8F
FOR ACTION	✓
INFORMATION ONLY	

RENO CHORAL SOCIETY

City Contract No. 2016 C _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (the "City"); and

THE RENO CHORAL SOCIETY, a Kansas not-for-profit corporation, (the "Society").

WHEREAS, the City's Charter Ordinance No. 11 and City Code Section 2-1002 authorize the governing body of the City to enter into written contracts with any musical group which is, in the opinion of the governing body, capable of presenting worthwhile and entertaining band concerts and theatrical productions;

WHEREAS, the Society has requested funds from the City pursuant to Charter Ordinance No. 11 and City Code Section 2-1002;

WHEREAS, the City has determined that the Society provides entertainment in accordance with the requirements of Charter Ordinance No. 11 and City Code Section 2-1002, and is otherwise an appropriate recipient of public funds;

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

1. **PRESENTATION OF PROGRAMS.** The Society shall present musical programs within the greater Hutchinson area and elsewhere, according to a schedule it has or shall hereafter adopt.

2. **DISTRIBUTION OF FUNDS.** The City may, during the term of this Agreement, pay the Society a total of \$1,800.00. The number and timing of payments hereunder shall be at the sole discretion of the City. The City reserves the right to reduce the amount payable hereunder pro rata in the event actual sales tax revenue is less than the amount projected for budget purposes, or in the event the projected revenue of the City is less than projected for the budget year. Payments may be suspended or discontinued if at any time the City determines that the Society has committed a material breach of this Agreement and has failed to cure the same within a reasonable time after notice thereof.

3. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of execution until December 31, 2016. The term hereof may be renewed or extended by mutual agreement by the parties.

4. **FINANCIAL ACCOUNTING AND REPORTING REQUIREMENTS.** The Society shall furnish to the City Clerk, not later than 90 days after the close of each of its organization's fiscal years, any portion of which falls within the term of this agreement, a financial compilation statement for such year, which report shall be prepared according to generally accepted accounting principles, and prepared by a public account, or a certified public account. The City Manager may request any additional financial data he or she deems necessary or appropriate to assist the Governing Body in analyzing a request for financial assistance or in verifying the accuracy of any payment due the City or to the Society's financial records.

5. **NONDISCRIMINATION.** During the performance of this contract, the Society will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bona fide occupation qualification. The Society will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, deviation or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the director of human relations setting forth the provisions of this nondiscrimination clause.

The Society may be required prior to commencement and during the term of this contract, to furnish to the director of human relations or his/her designee upon his/her request and on such form(s) as may be provided by the director therefor, a report of the affirmative action taken by the Society in implementing the terms of this provision and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records by the director of human relations for the purpose of investigation to determine compliance with this provision.

If upon investigation the director of human relations finds probable cause to believe that the Society had failed to comply with any of the provisions, the Society and City Manager shall be notified in writing. After serving notice the director will attempt to bring about compliance through conference, conciliation and persuasion. If compliance cannot be brought about through conference, conciliation and persuasion, the director shall submit written findings and a recommendation to the City Manager. If the City Manager concurs with the director's finding(s) and recommendation(s), he/she shall recommend to the governing body that they terminate, cancel and/or withhold any funds due to the Society, pending compliance by the contractor/vendor with the terms of this provision.

Failure to comply with any of the terms of this provision shall be a material breach of contract.

6. **INDEMNIFICATION.** The Society shall hold the City harmless from and indemnify it against all claims arising out of any agreement, debt, obligation, condition of employment, or bodily or personal injury, including damages arising from a violation of

civil rights, which might be made against the City in connection with responsibilities of the Society under this Agreement.

7. **RELATIONSHIP OF PARTIES.** The City and the Society are separate entities. Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between the parties hereto, not shall any provision of this agreement be construed to constitute any employee, officer or agent of the Society or City for any purpose.

8. **ASSIGNMENT AND DELEGATION.** The Society shall neither delegate duties nor assign rights imposed by or arising from this Agreement without first obtaining the written consent of the City.

9. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.

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

THE RENO CHORAL SOCIETY

THE CITY OF HUTCHINSON, KANSAS

Mayor

ATTEST:

Karen Weltmer, City Clerk

Approved as to Form

Paul W. Brown, City Attorney

DATE: _____

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	89
FOR ACTION	✓
INFORMATION ONLY	

M E M O R A N D U M

DATE: April 5, 2016

TO: City Council

FROM: Downtown Manager, Jim Seitnater

SUBJECT: The annual Cinco de Mayo Request for Amenities provided by the City of Hutchinson and the event's Plan of Action for Saturday, May 7th for approval by the City Council.

BACKGROUND

- Annually the Cinco de Mayo Committee requests the use of certain City amenities and requests permission to close Main Street on the first Saturday each May (May 7th) from 7am until the event ends Saturday evening at 11pm.
- The Cinco de Mayo committee has provided the City with a written Request for Amenities and their Plan of Action; Proof of Insurance and the needed permits for their events and activities.
- All the departments included in this year's requests were contacted for their review and comments of the amenities requested and the Plan of Action. Staff met with Cinco de Mayo planner on Thursday, April 7th. The 2016 Cinco de Mayo committee planning & requests has been approved by all the City departments involved.

RECOMMENDATION

Cinco de Mayo is a very successful long running community event that is well managed and executed by a committee of hard working and dedicated volunteers who strive to make each year's event a little better than the last. The community enjoys and supports this great event the first Saturday each May. Jim Seitnater, Downtown Development Manager recommends the approval by the Mayor and the City Council of this year's requests and Plan of Action.

MOTION

Approve/not approve the above Cinco de Mayo Request for Amenities and 2016 Plan of Action.

1.



Cinco de Mayo

Educational & Charitable Council

Inc. P. O. Box 577

Hutchinson, KS 67504-0577

PLAN OF ACTION CINCO DE MAYO MAY 7, 2016

BY MAY 6, 2016

Use George W. Pyle Park and Gazebo from 7:00 a. m. to 11:00 p. m. on 5/7/16. Have City electricians check that the power is in working order at the George W. Pyle Park and Gazebo – inclusive of power used in the past on the North end near the HGECU parking lot for a movie in the evening.

Use of Main Street between Avenue A and B from 7:00 a. m. to 11:00 p. m. on 5/7/16. Have City electricians check that all electrical wired outlets on Main Street between Avenues A and B are in working order (street lights, median, etc.).

Use of Avenue A Park Gazebo from 7:00 a. m. to 11:00 p. m. on 5/7/16. Have City electricians check that the power at the Avenue A Gazebo is in working order.

Use of North Parking lot from 7:00 a. m. to 11:00 p. m. 5/7/16 (adjacent to Pizaacos. Have City electricians check that electrical outlets in the North parking lot (adjacent to Pizaacos) are all in working order. Would like to see if power off Memorial Hall, or something in the vicinity, could be arranged for the band to be in this parking lot...towards the back.

All street, parking lot, sidewalk, sewer, landscape, creek, etc. work planned for the above areas is not in progress, or roped off, or a safety concern, or an inconvenience on 5/7/16.

Use of the creek and related area of Avenue A Park for the duck race 5/7/16. Clean the creek for the duck race 5/7/16.

Have Avenue A Park bathrooms clean, stocked, and open for public use.

SATURDAY, MAY 7, 2016

8AM

City electricians available for necessary power needs that arise.

MONDAY, MAY 9, 2016

City can pick up all amenities from designated area and barricades from corners.



Cinco de Mayo

Educational & Charitable Council Inc.

P. O. Box 577
Hutchinson, KS 67504-0577

REQUEST FOR USE OF AMENITIES

Cinco de Mayo Educational & Charitable Council, Inc. requests the use of the following facilities, equipment and services-Cinco de Mayo downtown celebration May 7, 2016

FACILITIES

- 1) Use George W. Pyle Park and Gazebo from 7:00 a. m. to 11:00 p. m. on 5/7/16. Have City electricians check that the power is in working order at the George W. Pyle Park and Gazebo – inclusive of power used in the past on the North end near the HGECU parking lot for a movie in the evening.
- 2) Avenue A Park bathrooms clean, stocked, and open for public use 5/7/16.
- 3) Use of Main Street between Avenue A and B from 7:00 a. m. to 11:00 p. m. on 5/7/16. Have City electricians check that all electrical wired outlets on Main Street between Avenues A and B are in working order (street lights, median, etc.).
- 4) Use of Avenue A Park Gazebo from 7:00 a. m. to 11:00 p. m. on 5/7/16. Have City electricians check that the power at the Avenue A Gazebo is in working order.
- 5) Use of North Parking lot from 7:00 a. m. to 11:00 p. m. 5/7/16 (adjacent to Pizaacos). Have City electricians check that electrical outlets in the North parking lot (adjacent to Pizaacos) are all in working order. Would like to see if power off Memorial Hall, or something in the vicinity, could be arranged for the band to be in this parking lot...towards the back.
- 6) Use of the creek and related area of Avenue A Park for the duck race 5/7/16. Clean the creek for the duck race 5/7/16.

EQUIPMENT

- 1) Delivery of barricades for blocking Main Street between Avenues A and B. . . we will stock pile barricades on the corners for pick up Monday, May 9, 2016.

SERVICES

- 1) Resetting of the automatic sprinklers at Avenue A Park to work around the events planned for Saturday, May 7, 2016.
- 2) Use of City electricians to secure power needs as indicated above.

3) Request for permits for the following activity: We will complete the following permits approval: Sound permit for downtown event May 7, 2016.

CITY OF HUTCHINSON
City Manager's Office (620) 694-2611
125 E. Avenue B
Hutchinson KS 67501

PERMIT APPLICATION FOR OPERATION OF SOUND SYSTEM

Applicant's Name Aurie Wornkey
Name of Organization/Company requesting permit Cinco de Mayo Educational and Charitable Council, Inc.
Applicant's Address P. O. Box 577, Hutchinson, KS 67504-0577
Applicant's Home Phone N/A Work Phone 620-663-2216
Cell Phone _____ E-mail aurie@techinc.org

EVENT INFORMATION

Date of Event: 5/7/16 Starting Time 10:00 a. m. Ending Time 11:00 p. m.
Location of Event Main Street between Avenues A and B, and Avenue A Park and Gazebo; George W. Pyle Park and Gazebo, parking lot (adjacent to Pizaacos).
Indoor _____ Outdoor X
Approximate number of people expected to attend Community Wide Event
Type of noise: Live Band X Stereo X Loudspeaker X DJ X
Other (please describe) Movie Sound System
Type of Music (i.e. rock, country, gospel) Hispanic, country, rock, - many varieties

By signing this form, I hereby attest that I have read and fully understand and agree to abide by the noise permit issuance requirements as set forth in this application. This permit may be revoked by any law enforcement officer if it is deemed necessary and I agree to stop all noise associated with this event immediately upon revocation.

Applicant's Name/Signature _____ Date _____
Additional Remarks _____
City Manager's Approval _____ Date _____
Police Department Notification _____ Date _____

JOIN US FOR

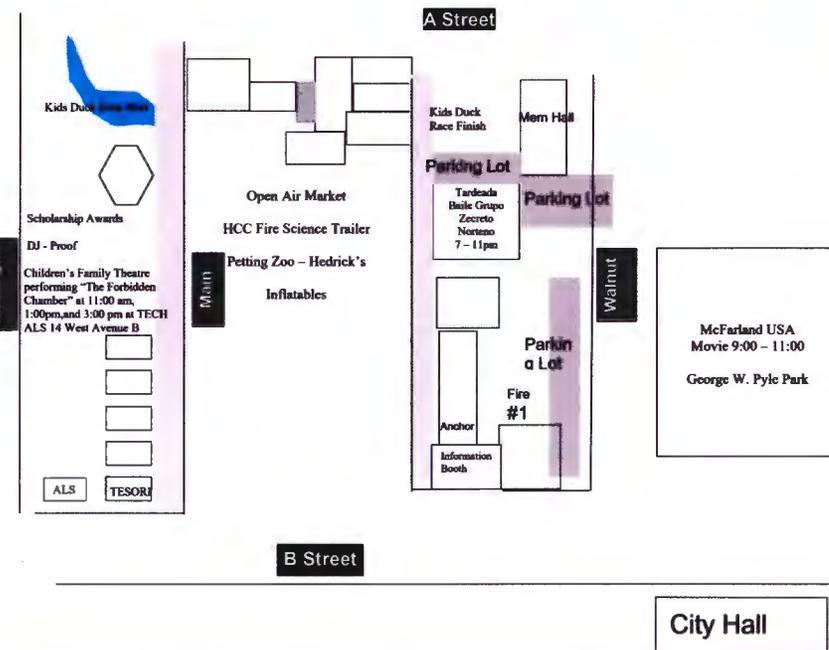


CINCO DE MAYO!

SATURDAY, MAY 7
10 AM - 11 PM - B AND MAIN

10am – 4pm Hedrick’s Petting Zoo
10am – 6pm Open Air Market Food, merchandise, free kids activities, free inflatables, Do Art, HCC Fire Science Trailer
11am Family Community Theatre “The Forbidden Chamber”, Performance at TECH ALS 14 West B
11am - 5pm Reno County Museum – Giving away Cinco de Mayo treats with purchase of Oodleplex admission
11am Egg Roulette – Sponsored by Friendly Bingo AMVETS / Department of Kansas Tickets may be picked up after 4:00 pm in April on Friday, Saturday and Sunday
11:30am Kids Free Color Run 12 and under – Sponsored by Elliott Mortuary and Crematory, and water provided by Culligan - This run is accessible for all abilities. T-Shirts available while supplies last.
12 Noon Balloon Launch, Sponsored by Details Event Planning and Rentals, and the Mel Hamblton T-shirt Launch
12 to 7pm DJ Proof – Ian Sotomayor
12:16pm El Payaso Cachuchin de Wichita (Magician/Clown)
1pm Family Community Theatre “The Forbidden Chamber”, Performance at TECH ALS 14 West B
2pm Princess/Prince Booth. We’ll turn kids into a prince or princess Free kids hairstyle, makeup and costume - we’ll take their photo and upload it to our Facebook page. Lots of fun! FREE. Drawing for Kid Basket Donated by Gambinos Pizza and Haydens
3pm Family Community Theatre “The Forbidden Chamber”, Performance at TECH ALS 14 West B
4pm Azteca Dance Troupe. Sponsored by Hutchinson/Reno Arts and Humanities - Middle of Main Street **CHELSI THROCKMORTON** will perform during intermission
5pm Kids Duck Race, Pinatas. Avenue A Stage, Sponsored by Decker & Mattison - Mid Kansas Seamless Guttering
7pm – 11pm Tardeada Baile Grupo Zecreto Norteno Bring your lawn chair or dance the night away – Sponsored by Bud Light
9pm – 11pm Outdoor Movie at George W. Pyle Park

Cinco de Mayo Festival and Scholarship Committee 620-664-0549. Join us on Facebook at Hutchinson Kansas Cinco de Mayo. We’ll post lots of great photos, winners or the contests and keep you informed of any changes.



- A special Thank You for everyone who helped make this event possible.**
- | | | |
|------------------------------------|--|-------------------------------|
| American Family -Don Tolar | Easton Employees Spirit of Christmas | James and Sharon Peterson |
| American Pride storage | Egbert Liquor | John O'Day |
| Anchor Away | Elliott Mortuary & Crematory | Mel Hamblton Ford - Wichita |
| Anchor Inn | Family Community Theatre | Mid-Kansas Seamless Guttering |
| Andrea's Cakes | First National Bank | Olive Art |
| Balloon's Galore | Friendly Bingo AMVETS/Department of Kansas | Rayes Tire Shop |
| Barnhart Electric Inc | Gambino's Pizza | Rose Motor Supply Inc. |
| Bud Light | Glen/Rose Freund | Steaks Steak Shop |
| Buhler FCCLA | Gravel & Concrete, Inc. | Smith's Market |
| Carlos O'Kelly's | H & R Block | Spangles |
| Central Bank and Trust | Harley's Bike Shop | Stream Contracting |
| Chili's | Harmony Cleaning Service Inc. | Sutton Kaufman |
| City of Hutchinson | Heartland Credit Union | TECH |
| Cooper Tire Service, Inc. | Herchel Crainer Ins. Agency Inc. | Toy Depot |
| Culligan | HGE Credit Union | US Foods |
| Decker & Mattison | Hilger Appraisal Shop | Westlake South |
| Details Event Planning and Rentals | Hutchinson Correctional Facility | Wray and Sons Roofing |
| Dr. William and Kristine Davis | Hutch Delivery | |
| Downtown Hutchinson | Jackson Meats | |



COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	h
FOR ACTION	✓
INFORMATION ONLY	

March 31, 2016

John Deardoff
City Manager
City of Hutchinson
P. O. Box 1567
Hutchinson, KS 67504-1567

Dear John,

The 2016 Kansas State Fair is fast-approaching and will be held September 9 – 18. The Kansas State Fair is grateful for the ongoing support of the City of Hutchinson and appreciate our continued positive working relationship.

It's hard to believe, but the 2016 State Fair will be here in just a few short months. In preparation for this year's State Fair, we again request your cooperation for:

1. Interrupting two-way traffic on State Fair Road, 10:00 a.m., Wednesday, September 7, through 2:00 p.m., Tuesday, September 20 by closure of the west bound lane at 23rd and Plum.
2. Closure of Plum Street, 19th Ave. to 23rd Ave. We request the closure Plum St. from approximately 9:00 a.m. each Friday until approximately 11:00 p.m. each Sunday. During the week, it will be closed from 9:00 a.m. until 11:00 p.m. (or earlier if traffic had subsided and would allow).
3. Permission for Fairgrounds staff to place temporary directional signage to facilitate traffic flow through Hutchinson to the Fairgrounds.
4. Placement by City staff of "No Parking" signage on Norman Road, curbside on 23rd Ave. north of the fairgrounds, and the east side of Main Street from 20th Ave. to 23rd Ave.
5. Permission for placement of signal lights on Main Street at 20th Ave. and 23rd Ave., reminder to the City of Hutchinson to place traffic signals at Main and 23rd by the Friday prior to Labor Day.

6. Street sweeping, dust control, livestock bedding and refuse pick-up and removal as coordinated between Keith Schroeder, the Fair's Physical Plant Manager, and City staff.

We have also utilized the parking lot of the fairgrounds water park for our livestock inspection station. All animals wishing to enter the fairgrounds must pass through this Kansas Animal Health Department inspection station prior to entering the fairgrounds.

The cooperation extended by the City Council and City Staff is greatly appreciated. Please advise if we can provide further information or support for these requests.

Sincerely,



Susan Sankey
General Manager

cc: Chief Dick Heitschmidt , Hutchinson Police Department
Chief Kim Forbes, Hutchinson Fire Department
Keith Schroeder, Physical Plant Manager

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8i
FOR ACTION	✓
INFORMATION ONLY	



MEMORANDUM

TO: John Deardoff, City Manager
FROM: Meryl Dye, Assistant City Manager *MitDye*
CC: LeAnn Cox, CVB Director
DATE: April 6, 2016
SUBJECT: Appointment to the Greater Hutchinson Convention/Visitors Bureau Board

BACKGROUND:

The Convention and Visitors Bureau Advisory Board consists of no more than 15 members appointed by the Mayors of Hutchinson and South Hutchinson. Members whose terms are for 3 years may succeed themselves without limitation. Terms for hotel/motel and attraction representatives are for 3 years with one position in each category being a single 1-year term on a rotation basis. Categories and number of representatives include four positions from hotels/motels (3 Hutchinson, 1 So. Hutchinson); five positions from Hutchinson attractions; three business at large positions with single 2-year terms (2 Hutchinson, 1 So. Hutchinson); and three ex-officio representatives from the City of Hutchinson, City of So. Hutchinson and the Hutchinson/Reno Co. Arts and Humanities Council.

RECOMMENDATIONS:

The CVB recommends appointment as follows:

Mary Grace Clements, 3650 E. Avenue G (Strataca), Hutchinson, is eligible for appointment to fill the unexpired term of Linda Schmitt of Strataca for a three year term from 01/01/2014 through 12/31/2016. This is Hutchinson Attraction position with unlimited succession.

ACTION REQUIRED:

Approve the appointment of Mary Grace Clements to the Greater Hutchinson Convention/Visitors Bureau Board.



April 6, 2016

Meryl Dye
City of Hutchinson
P.O. Box 1567
Hutchinson, KS 67504-1567

RE: CVB Advisory Board

Dear Meryl:

Enclosed is the CVB Advisory Board Application for Mary Grace Clements with Strataca. Mary Grace will be replacing Linda Schmitt on the board and will represent Strataca in the Hutchinson Attraction position.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "LeAnn Cox". The signature is written in a cursive, flowing style.

LeAnn Cox
Vice President of Operations & Tourism

117 N. Walnut / P.O. Box 519
Hutchinson, KS 67504-0519
(620) 662-3391/Fax (620) 662-2168

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES



APPLICANT INFORMATION

Name of Board/Commission/Committee Preference: (Please complete one application for each board, commission, or committee membership)

CVB Advisory Board

Are you presently serving on a City board, commission, or committee? If so, which one(s)? (Please provide expiration term date)

NO

Name: **MARY GRACE CLEMENTS**

Residence address:

City: **Hutchinson**

State: **KS**

ZIP Code: **67502**

Home Phone:

Cell Phone: **Same**

Email: **Marygrace@underkansas.org**

EMPLOYMENT INFORMATION

Are you presently employed where you may be reached for committee purposes: Yes No

Name of Business: **STRATACA**

Address: **3650 E. AVENUE G**

City: **Hutchinson**

State: **KS**

ZIP Code: **67501**

Work Phone: **620.662.1425**

Email: **Marygrace@underkansas.org**

RESIDENCY AND PROPERTY TAX INFORMATION

Please advise whether you own or rent your place of residence, or possess any other real estate property within the city limits of Hutchinson. Also, please indicate whether all current and prior year real estate and personal property taxes are paid.

Residence: Own Rent

Property (Residence) Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other Real Estate Property Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Do you agree to maintain payment of property taxes on all real estate owned by you while serving as a member of this Board/Commission/Committee: Yes

STATEMENT OF INTEREST

Please indicate below your reasons for wanting to serve on this particular board, commission, or committee. Tell us what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

Statement (additional pages may be included):

I am excited to be a new resident of Hutchinson. My previous year as a Vice president of a Travel Company has exposed me to various distinct opportunities. I believe I can assist Hatch become a major travel destination.

I understand that I am expected to attend regularly scheduled meetings of the board for which I am appointed, and that frequent non attendance may result in termination of my appointment. I understand that I must reside in, or own or rent real property within the City of Hutchinson, unless rules governing this board provide exception for me to reside, own or rent real property outside the City of Hutchinson but within Reno County. I understand that all data supplied on this application is a matter of public record and will be disclosed upon request. I affix my signature as to assure that all my taxes are up-to-date and/or paid in accordance with applicable law.

Signature of Applicant

Mary Grace Clements Date **03/30/16**

**Return completed application and supplemental materials to:
City Manager's Office, P O Box 1567, Hutchinson, KS 67504-1567**

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8J
FOR ACTION	✓
FOR INFORMATION ONLY	

City of Hutchinson

Finance Department

Interoffice Memorandum

To: Honorable Mayor and City Council
From: Frank Edwards, Director of Finance
Date: April 19, 2016
Re: March 2016 City Council Financial Reports

Each month the Finance Department provides three monthly reports consisting of 1) Statement of Cash Receipts, 2) Statement of Expenditures, 3) Statement of Cash Receipts, Expenditures and Cash Balances. These financial reports for March 2016 are submitted for your information and review.

The Statement of Cash Receipts is a Year-to-Date report of all cash received. Through March the General Fund collections were \$11.6 Million. The key revenue items were Property Taxes of \$5.6 Million due to the 1st half Property Tax payments in January. The property tax collection represented 56.1% of the full year budget for this item. Sales Tax receipts, excluding the Sport Arena 0.35%, were \$3.1 Million, ahead budget by \$92K. Franchise fees were \$1.3 Million. Special Revenue Funds, which includes the Recreation Commission and Sports Arena sales tax were \$2.6 Million. As of March 2016 the additional 0.35% sales tax collected in 2015 and 2016 is \$1.8 Million which will be used to service bond debt for the Sports Arena renovation of \$29.4 Million. The Recreation Commission has collected 52.0% of the full year budget due to the 1st half Property Tax payments. The Debt Service Fund is for collection of special assessments and taxes to support bonded City projects. March YTD collections were \$2.5 Million or 42.2% of the annual budget. The Enterprise Funds are for services that are intended to be fully self-supported. The largest of these funds are the Refuse Collection, Water and Sewer which account for approximately 90% of the Enterprise Fund collections. The collection within these funds was \$4.1 Million through March.

Of special note, the Capital Improvement Project fund has \$32.0 Million as of March primarily due to the Sports Arena Bond proceeds of \$26.9 Million in February.

The Statement of Expenditures is a report of expenditures by the four fund categories mentioned in the preceding paragraph. For March, the General Fund YTD expenditures were \$6.9 Million compared to collections of \$11.6 Million as the 1st half property tax collections impact this comparison. The Special Revenue Fund expenditures are listed by fund type for review and are impacted by seasonal usage in several of these funds.

City of Hutchinson
Statement of Cash Receipts - Actual versus Budget
Budgeted Funds
For the Period Ending March 31, 2016

	Original Budget	Cash Receipts	Over (Under) Budget	Percentage of Budget Collected	Percentage of Year Complete
General Fund					
Taxes					
Ad Valorem Property Tax	\$ 9,938,527	\$ 5,575,479	\$ (4,363,048)	56.10%	25.00%
Ad Valorem Vehicle Tax	1,420,291	112,665	(1,307,626)	7.93%	25.00%
Other Vehicle Taxes	67,290	1,059	(66,231)	1.57%	25.00%
In Lieu of Taxes	6,600	14,078	7,478	213.30%	25.00%
Delinquent Tax Collections	232,365	46,275	(186,090)	19.91%	25.00%
Local Sales Tax - Countywide	5,496,853	1,393,946	(4,102,907)	25.36%	25.00%
Local Sales Tax - Citywide	6,584,143	1,717,671	(4,866,472)	26.09%	25.00%
Intoxicating Liquor Tax	12,500	2,550	(9,950)	20.40%	25.00%
Other Revenue					
Franchise Fees	5,050,897	1,318,176	(3,732,721)	26.10%	25.00%
Intergovernmental	2,606,552	621,361	(1,985,191)	23.84%	25.00%
Licenses and Permits	559,200	247,154	(312,046)	44.20%	25.00%
Fines and Forfeitures	680,300	191,192	(489,108)	28.10%	25.00%
Use of Money & Property	21,000	3,264	(17,736)	15.54%	25.00%
Public Safety	102,500	21,877	(80,623)	21.34%	25.00%
Recreation and Concessions	112,000	22,493	(89,507)	20.08%	25.00%
Central Garage/Custodial Services	1,343,732	224,463	(1,119,269)	16.70%	25.00%
Miscellaneous Revenue	156,470	57,256	(99,214)	36.59%	25.00%
Interfund Transfers	15,000	-	(15,000)	0.00%	25.00%
Total General Fund	34,406,220	\$ 11,570,959	(22,835,261)	33.63%	25.00%
Special Revenue Funds					
Special Street	2,603,639	\$ 513,445	\$ (2,090,194)	19.72%	25.00%
Special Parks & Recreation	239,060	23,899	(215,161)	10.00%	25.00%
Special Alcohol Programs	97,209	23,899	(73,310)	24.59%	25.00%
Arena Sales Tax	501,623	801,580	299,957	159.80%	8.33%
Convention & Tourism Promotion	725,000	192,347	(532,653)	26.53%	25.00%
Fun Valley	317,463	54,116	(263,347)	17.05%	25.00%
Recreation Commission	1,219,876	633,897	(585,979)	51.96%	25.00%
Animal Shelter	419,537	76,575	(342,962)	18.25%	25.00%
Tax Incremental Financing	50,000	50,306	306	100.61%	25.00%
Community Improvement District	370,000	97,512	(272,488)	26.35%	25.00%
E 911 Surcharge	335,242	91,418	(243,824)	27.27%	25.00%
Total Special Revenue Fund	6,878,649	2,558,994	(4,319,655)	37.20%	25.00%
Debt Service Funds					
Bond and Interest	5,921,039	\$ 2,495,865	\$ (3,425,174)	42.15%	25.00%
Enterprise Funds					
Refuse Collection	2,321,385	\$ 583,588	\$ (1,737,797)	25.14%	25.00%
Golf Course	921,694	189,354	(732,340)	20.54%	25.00%
Airport	586,772	94,349	(492,423)	16.08%	25.00%
Water Utility	7,244,998	1,563,544	(5,681,454)	21.58%	25.00%
Sewer Utility	5,994,419	1,391,159	(4,603,260)	23.21%	25.00%
Storm Water Utility	2,401,000	311,451	(2,089,549)	12.97%	25.00%
Total Enterprise Fund	\$ 19,470,268	\$ 4,133,445	\$ (15,336,823)	21.23%	25.00%
Total Budgeted Funds	\$ 66,676,176	\$ 20,759,263	\$ (45,916,913)	31.13%	25.00%

City of Hutchinson
Statement of Expenditures - Actual versus Budget
Budgeted Funds
For the Period Ending March 31, 2016

	Original Budget	Expenditures	Over (Under) Budget	Percentage of Budget Expended	Percentage of Year Complete
General Fund:					
City Council	\$ 24,000	\$ 9,724	\$ 14,276	40.52%	25.00%
City Manager	351,877	84,054	267,823	23.89%	25.00%
Human Resources	505,777	104,289	401,488	20.62%	25.00%
Finance	394,092	78,756	315,336	19.98%	25.00%
Utility Billing	774,446	150,971	623,475	19.49%	25.00%
Purchasing	139,541	27,084	112,457	19.41%	25.00%
Information Technology	637,883	121,402	516,481	19.03%	25.00%
Planning	321,234	70,032	251,202	21.80%	25.00%
Downtown Development	136,166	25,424	110,742	18.67%	25.00%
Housing Development	150,365	47,019	103,346	31.27%	25.00%
City Attorney	206,686	42,586	164,100	20.60%	25.00%
Municipal Court	450,987	83,125	367,862	18.43%	25.00%
Public Works	1,283,179	245,706	1,037,473	19.15%	25.00%
Engineering	1,390,430	186,500	1,203,930	13.41%	25.00%
Central Garage	1,762,243	268,046	1,494,197	15.21%	25.00%
Street Lighting	752,268	190,206	562,062	25.28%	25.00%
Parks	3,626,035	648,800	2,977,235	17.89%	25.00%
Police	8,842,348	1,822,523	7,019,825	20.61%	25.00%
Fire	8,104,812	1,609,146	6,495,666	19.85%	25.00%
Inspection	635,498	128,390	507,108	20.20%	25.00%
Animal Control	179,827	30,396	149,431	16.90%	25.00%
Growth Fund	784,000	183,199	600,801	23.37%	25.00%
Economic Development	145,719	12,500	133,219	8.58%	25.00%
Non-Departmental	7,543,619	1,572,213	5,971,406	20.84%	25.00%
Overhead Cost Allocation	(3,444,233)	(861,058)	(2,583,175)	25.00%	25.00%
Total General Fund	\$ 35,698,799	\$ 6,881,033	\$ 28,817,766	19.28%	25.00%
Special Revenue Funds:					
Special Street	\$ 2,603,639	\$ 513,445	\$ 2,090,194	19.72%	25.00%
Special Park and Pool	239,060	16,092	222,968	6.73%	25.00%
Special Alcohol	90,000	37,500	52,500	41.67%	25.00%
Convention and Tourism	725,000	192,347	532,653	26.53%	25.00%
Fun Valley	317,463	54,116	263,347	17.05%	25.00%
Recreation Commission	1,219,876	633,897	585,979	51.96%	25.00%
Animal Shelter	419,537	76,575	342,962	18.25%	25.00%
Tax Incremental Financing	530,100	59,948	470,152	11.31%	25.00%
Community Improvement District	370,000	97,512	272,488	26.35%	25.00%
E-911 Surcharge	370,070	168,959	201,111	45.66%	25.00%
Total Special Revenue Funds	\$ 6,884,745	\$ 1,850,391	\$ 5,034,354	26.88%	25.00%
Debt Service Funds:					
Bond and Interest	\$ 5,587,508	567,087	\$ 5,020,421	10.15%	25.00%
Enterprise Funds:					
Refuse Collection	\$ 2,294,273	\$ 391,760	\$ 1,902,513	17.08%	25.00%
Golf Course	855,394	189,354	666,040	22.14%	25.00%
Airport	586,772	94,349	492,423	16.08%	25.00%
Water Utility	7,618,119	1,552,484	6,065,635	20.38%	25.00%
Sewer Utility	6,907,860	1,269,334	5,638,526	18.38%	25.00%
Storm Water Utility	2,294,716	489,736	1,804,980	21.34%	25.00%
Total Enterprise Funds	20,557,134	3,987,017	16,570,117	19.39%	25.00%
Total Budgeted Funds	\$ 68,728,186	\$ 13,285,528	\$ 55,442,658	19.33%	25.00%

City of Hutchinson
Statement of Cash Receipts, Expenditures and Cash Balance
All City Funds
For the Period Ending March 31, 2016

	Unencumbered Cash Balance January 1, 2016	Cash Receipts	Expenditures	Unencumbered Cash Balance March 31, 2016	Outstanding Encumbrances and Accounts Payable	Ending Cash Balance March 31, 2016
Governmental Type Funds						
General	\$6,719,470	\$11,570,959	\$6,881,033	\$11,409,396	\$6,641	\$11,416,037
Special Revenue Funds						
Special Street	-	513,445	513,445	-	-	-
Special Parks & Recreation	-	23,899	16,092	7,807	-	7,807
Special Alcohol	13,129	23,899	37,500	(472)	-	(472)
Arena Sales Tax	997,336	801,580	-	1,798,916	-	1,798,916
Convention & Tourism Promotion	-	192,347	192,347	-	-	-
Fun Valley	-	54,116	54,116	-	-	-
Recreation Commission	-	633,897	633,897	-	-	-
Animal Shelter	-	76,575	76,575	-	-	-
Tax Incremental Financing	1,034,071	50,306	59,948	1,024,429	-	1,024,429
Community Improvement District	-	97,512	97,512	-	-	-
E 911 Surcharge	764,416	91,418	168,959	686,875	-	686,875
Federal and State Grants	312,803	239,689	242,076	310,416	-	310,416
Planning Projects	51,509	34,050	4,196	81,363	-	81,363
Gossage Animal Shelter	-	3,280	14,301	(11,021)	-	(11,021)
Municipal Equipment Reserve	1,656,792	613,533	1,545,550	724,775	-	724,775
Debt Service Funds						
Bond and Interest	418,464	2,495,865	567,087	2,347,242	-	2,347,242
Enterprise Funds						
Refuse Collection	184,202	583,588	391,760	376,030	-	376,030
Golf Course	-	189,354	189,354	-	-	-
Airport	-	94,349	94,349	-	-	-
Water Utility	4,814,608	1,563,554	1,552,484	4,825,678	(5)	4,825,673
Sewer Utility	3,915,812	1,391,159	1,269,334	4,037,637	-	4,037,637
Storm Water Utility	1,631,299	311,451	489,736	1,453,014	-	1,453,014
Fiduciary Funds						
Hutchinson Community Foundatio	101,835	-	-	101,835	-	101,835
Donations	205,990	45,791	38,680	213,101	-	213,101
Payroll Clearing	(26,605)	-	36,044	(62,649)	-	(62,649)
Fire Proceeds	47,862	-	18,162	29,700	-	29,700
Internal Service Funds						
Health & Dental Insurance	3,811,354	871,295	1,140,400	3,542,249	-	3,542,249
Risk Management	1,982,900	51,453	583,154	1,451,199	-	1,451,199
Worker's Compensation	1,603,621	513	103,303	1,500,831	-	1,500,831
Central Purchasing	84,851	105,448	103,711	86,588	-	86,588
Capital Project Funds						
Special Assessments	-	-	-	-	-	-
Capital Improvement Projects	5,575,448	27,514,193	1,079,503	32,010,138	-	32,010,138
Capital Improvement Reserve	10,846,826	1,121,475	199,414	11,768,887	-	11,768,887
Total All Funds	\$46,747,993	\$51,359,993	\$18,394,023	\$38,541,418	\$6,636	\$79,720,599

PREPARED 04/08/2016, 9:45:25
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 04/08/2016 CHECK DATE: 04/08/2016

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	8K
FOR ACTION	✓
INFORMATION ONLY	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
NO		NO NO						
0007298	00	AETNA INSURANCE						
040716		000323	01	04/08/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016100	86,933.13
						VENDOR TOTAL *	.00	86,933.13
0000293	00	BLUE CROSS BLUE SHIELD OF KANSAS						
040816		000324	01	04/08/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016101	34,622.16
040116		000325	01	04/08/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016099	2,042.62
						VENDOR TOTAL *	.00	36,664.78
0000016	00	CITY BEVERAGE COMPANY INC						
261956		000327	01	04/08/2016	008-6920-570.32-40	BEER	CHECK #: 2016097	93.00
						VENDOR TOTAL *	.00	93.00
0006330	00	COBRAGUARD, INC						
4626818		000326	01	04/08/2016	032-9210-432.21-70	INSURANCE SERVICES	CHECK #: 2016098	267.50
						VENDOR TOTAL *	.00	267.50
0000709	00	LDF SALES & DIST INC						
198472		000328	01	04/08/2016	008-6920-570.32-40	BEER	CHECK #: 2016096	169.60
						VENDOR TOTAL *	.00	169.60
0007327	00	SURENCY LIFE AND HEALTH						
040116		000322	01	04/08/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016095	840.00
						VENDOR TOTAL *	.00	840.00
						HAND ISSUED TOTAL ***		124,968.01
						TOTAL EXPENDITURES ****	.00	124,968.01
						GRAND TOTAL *****		124,968.01

12-19-16
 16-10-16
 17-10-16
 2-10-16
 11-11-16
 11-11-16

11-11-16

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005932 00003944	00 4041	ADVANCED PUBLIC SAFETY, INC V02594	01 04/04/2016	001-7150-504.29-57	ANNUAL MAINTENANCE/SMART	EFT:	2,772.75
					VENDOR TOTAL *	.00	2,772.75
0000132 044995	00 4140	ADVERTISING SPECIALTIES V02683	01 04/07/2016	001-4120-462.24-60	ADVERTISING	EFT:	107.50
					VENDOR TOTAL *	.00	107.50
0005439 9934028305	00 3902	AIRGAS USA, LLC V02488	01 03/31/2016	050-6971-573.29-57	CYLINDER RENTAL	2.90	
					VENDOR TOTAL *	2.90	
0007317 S39990971	00 3968	AMEC EARTH & ENVIRONMENTAL, INC V02532	01 04/01/2016	088-9900-650.29-00	MAPLE ST STORMWATER IMPRO	9,027.45	
					VENDOR TOTAL *	9,027.45	
0001116 1904276	00 3969	AMERICAN FENCE COMPANY V02533	01 04/01/2016	089-9900-650.29-00	FENCING	EFT:	197.40
					VENDOR TOTAL *	.00	197.40
0000248 5358	00 3970	APOLLO ENGRAVING & SIGNAGE 01 04/01/2016	046-0000-112.00-00	046-0000-112.00-00	PLAQUE FOR MAYOR	87.50	
					VENDOR TOTAL *	87.50	
0000249 16275/MAR16 11127/MAR16	00 4080 4081	APPLE LANE ANIMAL HOSPITAL PA V02631 V02632	01 04/05/2016 01 04/05/2016	044-7420-700.32-13 044-7420-700.29-57	VET SERVICES VET SERVICES	87.50 555.00	
					VENDOR TOTAL *	642.50	
0003933 285941	00 4042	APPLIED CONCEPTS, INC V02595	01 04/04/2016	001-7130-502.32-14	RADAR CABLES	690.95	
					VENDOR TOTAL *	690.95	
0002141 2190969	00 4040	ARNOLD GROUP, THE V02593	01 04/01/2016	001-4120-462.29-57	RRIP TEMP 03/20/16	330.15	
					VENDOR TOTAL *	330.15	
0000213 6206633241APR164043	00 4043	AT&T V02596	01 04/04/2016	001-6995-693.26-40	APR 16 SERV/EASTSIDE	41.49	
					VENDOR TOTAL *	41.49	
0000215 6206635051MAR164084	00 4084	AT&T V02635	01 04/05/2016	001-6995-693.26-40	MAR 16 SERV/EASTSIDE	81.81	
					VENDOR TOTAL *	81.81	
0001040 2100721744AP16 4082 2100744402APR164083	00 4082 4083	AT&T V02633 V02634	01 04/05/2016 01 04/05/2016	001-3100-452.26-40 001-7190-509.26-40	APR 16 SERVICE/VOICEMAIL APR 16 SERVICE/HRCEC	117.06 132.36	
					VENDOR TOTAL *	249.42	
0000227	00	B & B HYDRAULICS, 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
0000227	00	B & B HYDRAULICS, INC						
3009897	4150	V02693	01	04/07/2016	036-0000-640.29-00	BRUSH TRUCK PARTS	EFT:	24.96
3009962	4151	V02694	01	04/07/2016	036-0000-640.29-00	BRUSH TRUCK PARTS	EFT:	18.72
3010117	4152	V02695	01	04/07/2016	036-0000-640.29-00	BRUSH TRUCK PARTS	EFT:	31.20
3010646	4153	V02696	01	04/07/2016	036-0000-640.29-00	BRUSH TRUCK PARTS	EFT:	57.62
3010665	4154	V02697	01	04/07/2016	036-0000-640.29-00	BRUSH TRUCK PARTS	EFT:	6.24
3008535	4155	V02698	01	04/07/2016	051-6621-491.32-14	RETURN	EFT:	29.10-
VENDOR TOTAL *							.00	109.64
0000377	00	BELOTE BRIAN						
00000607	UT		04	04/07/2016	051-0000-110.01-00	REFUND CREDIT/1707 E BLAN	21.52	
VENDOR TOTAL *							21.52	
0000363	00	BG CONSULTANTS, INC						
15-1469H/FEB16	3972	V02536	01	04/01/2016	001-6210-551.21-20	PROF ENG SERV/WOODIE SEAT	EFT:	990.00
15-1469H/JAN16	3973	V02537	01	04/01/2016	001-6210-551.21-20	PROF ENG SERV/WOODIE SEAT	EFT:	330.00
15-1469H/DEC15	3974	V02538	01	04/01/2016	001-6210-551.21-20	PROF ENG SERV/WOODIE SEAT	EFT:	330.00
15-1469H/NOV15	3975	V02539	01	04/01/2016	001-6210-551.21-20	PROF ENG SERV/WOODIE SEAT	EFT:	800.00
15-1469H/NOV15A	3976	V02540	01	04/01/2016	001-6210-551.21-20	PROF ENG SERV/WOODIE SEAT	EFT:	550.00
15-1405H	3971	V02535	01	04/01/2016	088-9900-650.29-00	PROF ENG SERV/SEWER REHAB	EFT:	10,221.50
VENDOR TOTAL *							.00	13,221.50
0001310	00	BJ'S INVESTMENTS INC						
REFUNDBJINVMT	3977		01	04/01/2016	001-0000-325.32-65	RRIP REFUND/114 DOWNING R	25.00	
VENDOR TOTAL *							25.00	
0000536	00	BLACK HILLS ENERGY						
6530106906APR16	4142	V02685	01	04/07/2016	001-7250-523.26-20	APR 16 SERV/CTC	EFT:	127.92
1004043301APR16	4141	V02684	01	04/07/2016	051-6621-491.26-20	APR 16 SERV/WTC	EFT:	32.12
VENDOR TOTAL *							.00	160.04
0005076	00	BLUEGLOBES LLC						
HUT-22236	3903	V02489	01	03/31/2016	050-6971-573.32-15	WINDSOCK REPAIR PARTS	310.28	
VENDOR TOTAL *							310.28	
0006169	00	BRIDGESTONE GOLF, INC						
1002474600	3904	V02490	01	03/31/2016	008-6920-570.39-65	PRO SHOP MERCHANDISE	96.60	
1002474599	3905	V02491	01	03/31/2016	008-6920-570.39-65	PRO SHOP MERCHANDISE	744.70	
VENDOR TOTAL *							841.30	
0005040	00	BRITTANY WINKLE						
1831WINKLE	4143	V02686	01	04/07/2016	048-0000-630.29-00	HBS 040316/B WINKLE	50.00	
VENDOR TOTAL *							50.00	
0001543	00	BRYANT, MARGE						
JAN-MAR16	3906	V02492	01	03/31/2016	001-3060-456.22-30	REIMB MILEAGE	235.98	
MILEAGEWICHITA	4044	V02597	01	04/04/2016	001-3060-456.22-40	MILEAGE/KAPPP MTG/WICHITA	57.50	
VENDOR TOTAL *							293.48	
0004403	00	CALLAWAY GOLF SALES COMPANY						

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
0004403	00	CALLAWAY GOLF SALES COMPANY						
926694698	3907	V02493	01	03/31/2016	008-6920-570.39-45	PRO SHOP MERCHANDISE	153.65	
926694693	3908	V02494	01	03/31/2016	008-6920-570.39-65	PRO SHOP MERCHANDISE	947.76	
926694730	3909	V02495	01	03/31/2016	008-6920-570.39-65	PRO SHOP MERCHANDISE	195.18	
926698027	3910	V02496	01	03/31/2016	008-6920-570.39-55	PRO SHOP MERCHANDISE	411.76	
926694689	3911	V02497	01	03/31/2016	008-6920-570.39-40	PRO SHOP MERCHANDISE	1,482.31	
						VENDOR TOTAL *	3,190.66	
0005040	00	CARA SAVOY						
1788SAVOY	4045	V02598	01	04/04/2016	048-0000-630.29-00	HBS 040116/C SAVOY	50.00	
						VENDOR TOTAL *	50.00	
0004811	00	CARQUEST OF HUTCHINSON						
6869-202029	3978	V02542	01	04/01/2016	001-6310-554.32-16	LED CLEANER	55.96	
						VENDOR TOTAL *	55.96	
0002869	00	CARTER-WATERS CONSTRUCTION MATERIAL						
13007658	4086	V02636	01	04/05/2016	003-6420-559.32-02	ASPHALT	1,877.43	
13007658	4085	V02636	01	04/05/2016	051-6624-492.32-02	ASPHALT	948.07	
						VENDOR TOTAL *	2,825.50	
0005156	00	CENTRAL KANSAS VETERINARY CENTER						
222970	4087	V02637	01	04/05/2016	044-7420-700.29-57	VET SERVICES	22.40	
222844	4088	V02638	01	04/05/2016	044-7420-700.29-52	VET SERVICES	170.00	
222844	4089	V02638	01	04/05/2016	044-7420-700.29-52	VET SERVICES	87.20	
222681	4090	V02639	01	04/05/2016	044-7420-700.29-52	SPAY	196.00	
222681	4091	V02639	01	04/05/2016	044-7420-700.29-57	NEUTER	92.80	
						VENDOR TOTAL *	568.40	
0002740	00	CHIEF-LAW ENFORCEMENT SUPPLY						
493329	4047	V02600	01	04/04/2016	001-7130-502.32-14	FILLER PLATE	109.89	
494631	4092	V02640	01	04/05/2016	001-7130-502.32-21	DUTY BELTS	699.86	
494630	4093	V02641	01	04/05/2016	001-7130-502.32-21	INNER BELTS	368.61	
491650	4046	V02599	01	04/04/2016	001-7410-481.32-21	COAT/ANIMAL CTRL	131.49	
495738	4094	V02642	01	04/05/2016	001-7410-481.32-21	COLLAR BARS/ANIMAL SHELTE	39.96	
						VENDOR TOTAL *	1,349.81	
0007274	00	CLEVELAND GOLF/SRIXON						
4655106	3940	V02524	01	03/31/2016	008-6920-570.39-40	PRO SHOP MERCHANDISE	86.15	
						VENDOR TOTAL *	86.15	
0000459	00	COLLADAY HARDWARE CO						
6034190	4095	V02643	01	04/05/2016	044-7420-700.29-57	LITTER	182.70	
						VENDOR TOTAL *	182.70	
0004561	00	COMBUSTION CONTROLS, INC.						
12498	4096	V02644	01	04/05/2016	052-6510-494.27-30	BOILER REPAIRS	1,570.58	
						VENDOR TOTAL *	1,570.58	
0000470	00	CONCRETE ACCESSORIES CO INC (M6)						

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
0000470	00	CONCRETE ACCESSORIES CO INC (M6)						
J021989	4145	V02688	01	04/07/2016	031-6991-567.29-57	CONCRETE WORK	2,225.00	
						VENDOR TOTAL *	2,225.00	
0002868	00	CONRAD FIRE EQUIPMENT, INC						
505789	3979	V02543	01	04/01/2016	001-6310-554.32-16	TRUCK #3 PARTS	184.36	
						VENDOR TOTAL *	184.36	
0004526	00	CONSOLIDATED WATER SOLUTIONS						
14232	3980	V02544	01	04/01/2016	051-6621-491.32-03	RO CLEANING CHEMICALS	720.03	
						VENDOR TOTAL *	720.03	
0000473	00	CONTINENTAL RESEARCH CORP						
433408-CRC-1	4097	V02645	01	04/05/2016	052-6510-494.22-20	FREIGHT	24.48	
433408-CRC-1	4098	V02645	01	04/05/2016	052-6510-494.32-03	GREASE CONTROL	450.00	
						VENDOR TOTAL *	474.48	
0000487	00	COOPER TIRE SERVICE INC						
1218363	3981	V02545	01	04/01/2016	001-6310-554.32-16	UNIT #29 TIRES	217.80	
1218336	3982	V02546	01	04/01/2016	001-6310-554.32-16	UNIT #36 TIRE REPAIR	59.65	
1218144	3983	V02547	01	04/01/2016	001-6310-554.32-16	UNIT #34 TIRE REPAIR	21.12	
1218406	3984	V02548	01	04/01/2016	001-6310-554.32-16	UNIT #2 TIRE REPAIR	43.26	
						VENDOR TOTAL *	341.83	
0000505	00	CULLIGAN WATER TREATMENT						
62026/APR16	4099	V02646	01	04/05/2016	044-7420-700.26-30	WATER	33.90	
						VENDOR TOTAL *	33.90	
0000520	00	DAN DEE AIR INC						
71582	3985	V02549	01	04/01/2016	051-6621-491.32-14	VFD CART CONTRUCTION	65.00	
						VENDOR TOTAL *	65.00	
0005040	00	DAVE SCHRAG						
1789SCHRAG	4048	V02601	01	04/04/2016	048-0000-630.29-00	RICE 040216/D SCHRAG	50.00	
						VENDOR TOTAL *	50.00	
0000530	00	DECKER & MATTISON CO INC						
1603004	3986	V02550	01	04/01/2016	001-6215-552.32-33	SIGNAL SUPPLIES	112.08	
						VENDOR TOTAL *	112.08	
0001310	00	DIANA CALLON						
REFUNDCALLON	4100		01	04/05/2016	001-0000-325.32-65	RRIP REFUND/103 S SMITH	25.00	
REFUNDCALLON	4101		01	04/05/2016	001-0000-325.32-65	RRIP REFUND/1412 E 5TH	25.00	
REFUNDCALLON	4102		01	04/05/2016	001-0000-325.32-65	RRIP REFUND/1107 E 6TH	25.00	
						VENDOR TOTAL *	75.00	
0003542	00	DONDLINGER & SONS						
PYMT#7BIP14-09	3987	V02551	01	04/01/2016	088-9900-650.29-00	AIRPORT ROAD BRIDGE	109,059.52	
						VENDOR TOTAL *	109,059.52	
0000377	00	ESPINOZA RHONDA R						

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
0001310	00	KENNETH HEINRICH						
REFUNDHEINRICH	4001		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 125 E 9TH	25.00	
REFUNDHEINRICH	4002		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 912 E 3RD	25.00	
REFUNDHEINRICH	4003		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 829 1/2 E AVE	25.00	
REFUNDHEINRICH	4004		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 210 S REFORMA	25.00	
VENDOR TOTAL *							100.00	
0000843	00	KEY EQUIPMENT AND SUPPLY CO						
245930	4114	V02659	01	04/05/2016	052-6520-495.32-16	VACTOR PARTS	148.74	
VENDOR TOTAL *							148.74	
0006504	00	LABSOURCE INC						
967873	4005		01	04/01/2016	046-0000-112.00-00	GLOVES	257.50	
VENDOR TOTAL *							257.50	
0001310	00	LAIRD PROPERTIES LLC						
REFUNDLAIRDPROP	4006		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 816 E 6TH	25.00	
VENDOR TOTAL *							25.00	
0001310	00	LONDON HAWES						
REIMB/HAWES	3920	V02505	01	03/31/2016	001-4100-460.29-57	REIMB ASSOC PLANNER APPLI	412.96	
VENDOR TOTAL *							412.96	
0006233	00	LAW OFFICE OF BENJAMIN FISHER						
11/17/216	4159	V02702	01	04/07/2016	001-5400-473.21-30	MAR 16 COURT APPT ATTORNE	1,600.00	
VENDOR TOTAL *							1,600.00	
0006231	00	LOCHNER						
9709-9	3921	V02506	01	03/31/2016	088-9900-650.29-00	AIRPORT R/W 17-35 RECONTR	EFT:	10,637.25
10736-7	4007	V02567	01	04/01/2016	088-9900-650.29-00	AIRPORT RD BRIDGE INSPECT	EFT:	772.00
VENDOR TOTAL *							.00	11,409.25
0005040	00	MADDISON WEST						
1758WEST	4160	V02703	01	04/07/2016	048-0000-630.29-00	RICE 040316/M WEST	50.00	
VENDOR TOTAL *							50.00	
0005989	00	MAXWELL, TRENT						
041716KSCITYMO	4008	V02568	01	04/01/2016	001-7310-480.22-40	PER DIEM DISASTER STRIKES	120.00	
VENDOR TOTAL *							120.00	
0006301	00	MEITNER MASONRY						
032416	3922	V02507	01	03/31/2016	001-3100-452.27-10	BUILDING REPAIR/IT	1,100.00	
VENDOR TOTAL *							1,100.00	
0005079	00	MEMPHIS EQUIPMENT COMPANY						
0132792	3923	V02508	01	03/31/2016	001-6310-554.32-16	BRUSH #13 PARTS	84.08	
VENDOR TOTAL *							84.08	
0006727	00	METRO COURIER, INC						
0092804	4015	V02575	01	04/01/2016	051-6621-491.22-20	SHIP WATER SAMPLES	26.30	

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
0006727	00	METRO COURIER, INC						
						VENDOR TOTAL *	26.30	
0001310	00	MICHAEL EWOLDSEN						
REFUNDEWOLDSEN	4050		01	04/04/2016	001-0000-325.32-65	320 E AVE C	25.00	
REFUNDEWOLDSEN	4051		01	04/04/2016	001-0000-325.32-65	320 1/2 E AVE C	25.00	
REFUNDEWOLDSEN	4052		01	04/04/2016	001-0000-325.32-65	201 E OSBORNE	25.00	
						VENDOR TOTAL *	75.00	
0000905	00	MID-AMERICA REDI-MIX INC						
39124	4117	V02662	01	04/05/2016	051-6624-492.32-05	CONCRETE	EFT:	1,568.50
39121	4115	V02660	01	04/05/2016	052-6520-495.32-05	CONCRETE	EFT:	460.75
39122	4116	V02661	01	04/05/2016	052-6520-495.32-05	CONCRETE	EFT:	145.00
39011	4161	V02704	01	04/07/2016	089-9900-650.29-00	CONCRETE	EFT:	266.75
39010	4162	V02705	01	04/07/2016	089-9900-650.29-00	CONCRETE	EFT:	388.00
						VENDOR TOTAL *	.00	2,829.00
0006549	00	MIDWAY MOTORS						
304634	3924	V02509	01	03/31/2016	001-6310-554.32-16	BRUSH #71 PARTS	229.31	
CM304431	3925	V02510	01	03/31/2016	001-6310-554.32-16	RETURN PART	23.62-	
						VENDOR TOTAL *	205.69	
0000909	00	MIDWEST IRON AND METAL INC						
139015	4058	V02609	01	04/04/2016	036-0000-640.29-00	IRON FOR BRUSH TRUCK	27.83	
						VENDOR TOTAL *	27.83	
0001071	00	MIDWEST SUPERSTORE FORD-LINCOLN						
4687FOW	4009	V02569	01	04/01/2016	001-6310-554.32-16	UNIT #108 PARTS	177.79	
						VENDOR TOTAL *	177.79	
0000914	00	MIDWEST TRUCK EQUIPMENT INC						
8948	4059	V02610	01	04/04/2016	036-0000-640.29-00	TRUCK #172 PARTS	EFT:	4,000.00
8949	4060	V02611	01	04/04/2016	036-0000-640.29-00	TRUCK #190 PARTS	EFT:	4,000.00
8950	4061	V02612	01	04/04/2016	036-0000-640.29-00	TRUCK #135 PARTS	EFT:	4,000.00
8951	4062	V02613	01	04/04/2016	036-0000-640.29-00	TRUCK #135 PARTS	EFT:	5,765.00
						VENDOR TOTAL *	.00	17,765.00
0005575	00	MWI VETERINARY SUPPLY						
4063366	4118	V02663	01	04/05/2016	044-7420-700.32-03	CLEANER	159.16	
						VENDOR TOTAL *	159.16	
0005040	00	NANCY PINA						
1797PINA	4063	V02614	01	04/04/2016	048-0000-630.29-00	HBS 040216/N PINA	50.00	
						VENDOR TOTAL *	50.00	
0006350	00	NATIONAL SCREENING BUREAU						
1603154	4064	V02615	01	04/04/2016	035-9840-474.21-43	DRUG TESTING	EFT:	505.00
						VENDOR TOTAL *	.00	505.00
0001433	00	NISLY BROTHERS TRASH SERVICES, 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
0001127	00	PYRAMID SCHOOL PRODUCTS						
S1314827.001	4065		01	04/04/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	33.00	
						VENDOR TOTAL *	33.00	
0004962	00	QUALIFICATION TARGETS INC.						
21601049	4066	V02617	01	04/04/2016	001-7130-502.32-23	TARGETS	136.82	
						VENDOR TOTAL *	136.82	
0001164	00	REGER RENTAL & SALES						
383354	4163	V02706	01	04/07/2016	036-0000-640.29-00	TABLE CLOTH RENTAL	22.00	
						VENDOR TOTAL *	22.00	
0001173	00	RENO COUNTY HEALTH DEPT						
9351	4067	V02618	01	04/04/2016	035-9840-474.21-41	VACCINATIONS	1,211.00	
						VENDOR TOTAL *	1,211.00	
0005040	00	RICHARD MARSHALL						
1730MARSHALL	4068	V02619	01	04/04/2016	048-0000-630.29-00	RICE 040216/R MARSHALL	50.00	
						VENDOR TOTAL *	50.00	
0005497	00	ROBERTS, DAVID E.						
2016-03	3926	V02511	01	03/31/2016	001-5400-473.21-30	MAR 16 COURT APPT ATTORNE	1,600.00	
						VENDOR TOTAL *	1,600.00	
0001196	00	ROSE MOTOR SUPPLY CO INC						
218653B	3931	V02516	01	03/31/2016	001-6310-554.32-16	UNIT #584 PARTS	EFT:	62.00
218682B	3932	V02517	01	03/31/2016	001-6310-554.32-16	BRUSH #41 PARTS	EFT:	43.41
218684B	3933	V02518	01	03/31/2016	001-6310-554.32-16	BRUSH #41 PARTS	EFT:	11.59
218793B	3934	V02519	01	03/31/2016	001-6310-554.32-16	UNIT #925 PARTS	EFT:	11.97
218781B	3935	V02520	01	03/31/2016	001-6310-554.32-16	MOWER BLADES STOCK	EFT:	14.04
218874B	3936	V02521	01	03/31/2016	001-6310-554.32-16	BRUSH #72 PARTS	EFT:	18.05
219065B	4016	V02576	01	04/01/2016	001-6310-554.32-16	STOCK BRAKE PADS	EFT:	31.65
219070B	4017	V02577	01	04/01/2016	001-6310-554.32-16	ENG #4 PARTS	EFT:	33.30
219134B	4019	V02579	01	04/01/2016	001-6310-554.32-16	UNIT #247 PARTS	EFT:	21.54
219188B	4020	V02580	01	04/01/2016	001-6310-554.32-16	ENG #4 PARTS	EFT:	15.43
219201B	4021	V02581	01	04/01/2016	001-6310-554.32-16	BRUSH #61 PARTS	EFT:	2.82
219090B	4018	V02578	01	04/01/2016	001-6320-555.32-14	SHOP EQUIPMENT	EFT:	49.79
219752B	4164	V02707	01	04/07/2016	050-6971-573.32-24	GOLF CART REPAIR PARTS	EFT:	7.94
						VENDOR TOTAL *	.00	323.53
0003303	00	RUCKER, MATTHEW						
041816TOPEKAKS	4129	V02672	01	04/05/2016	001-7130-502.22-40	PER DIEM TRAFFICE SAFETY	92.00	
						VENDOR TOTAL *	92.00	
0001655	00	RYLKO FENCE CO						
4151	4022	V02582	01	04/01/2016	001-6940-561.42-15	K-61 KENCING	1,318.97	
						VENDOR TOTAL *	1,318.97	
0001478	00	SAFETY-KLEEN CORP						
69668087	3937	V02522	01	03/31/2016	008-6920-570.29-57	SOLVENT	98.99	

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
0001478	00	SAFETY-KLEEN CORP						
69668087	3938	V02522	01	03/31/2016	008-6920-570.32-14	BRAKE CLEANER	32.00	
						VENDOR TOTAL *	130.99	
0002421	00	SALISBURY CONST & INDUSTRIAL SUPPLY						
73589	4134		01	04/05/2016	046-0000-112.00-00	SAW BALDES	179.90	
						VENDOR TOTAL *	179.90	
0007100	00	SCHENDEL PEST SERVICES						
60301957	4165	V02708	01	04/07/2016	001-6215-552.29-57	JAN16 PEST CTRL/TRAFFIC C	33.00	
60307100	4069	V02620	01	04/04/2016	001-7250-523.29-57	MAR 16 PEST CTRL/ST #5	19.00	
60307101	4070	V02621	01	04/04/2016	001-7250-523.29-57	MAR 16 PEST CTRL/TRAINING	19.00	
60307111	4023	V02583	01	04/01/2016	051-6621-491.29-57	MAR 16 PEST CTRL/WTC	52.00	
						VENDOR TOTAL *	123.00	
0006796	00	SCHULTE SUPPLY INC.						
S1112593.001	4024	V02584	01	04/01/2016	051-6624-492.32-18	PLUMBING SUPPLIES	EFT:	269.00
S1112593.002	4135	V02678	01	04/05/2016	051-6624-492.32-18	PLUMBING SUPPLIES/PO #160	EFT:	5,109.60
						VENDOR TOTAL *	.00	5,378.60
0001310	00	SCOTT POTUCEK						
REFUNDPOTUCEK	3930		01	03/31/2016	001-0000-325.32-65	RRIP REFUND/S POTUCEK/140	25.00	
						VENDOR TOTAL *	25.00	
0001258	00	SHERWIN-WILLIAMS CO						
1368-8	4166	V02709	01	04/07/2016	050-6971-573.42-15	PAINT	1,049.98	
						VENDOR TOTAL *	1,049.98	
0007293	00	SITEONE LANDSCAPE SUPPLY, LLC						
75103804	4167	V02710	01	04/07/2016	001-6950-563.32-19	LANDSCAPE MATERIAL	891.00	
74988510	4025		01	04/01/2016	046-0000-112.00-00	CHEMICALS/PO #160253	274.60	
						VENDOR TOTAL *	1,165.60	
0001036	00	SOUTHEAST SAND						
78866	4136	V02679	01	04/05/2016	001-6950-563.32-14	ROCK	135.00	
						VENDOR TOTAL *	135.00	
0005109	00	SOUTHERN UNIFORM & EQUIPMENT						
30889	4168	V02711	01	04/07/2016	001-7130-502.32-21	CLOTHING	530.11	
						VENDOR TOTAL *	530.11	
0006751	00	SPIKES GOLF SUPPLIES, INC						
753235	3939	V02523	01	03/31/2016	008-6920-570.39-55	PRO SHOP MERCHANDISE	323.27	
						VENDOR TOTAL *	323.27	
0000377	00	STORY KEVIN L						
000091691	UT		04	04/06/2016	051-0000-110.01-00	REFUND CREDIT/537 E B	122.80	
						VENDOR TOTAL *	122.80	
0001237	00	STUTZMAN REFUSE DISPOSAL INC						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		
0001237	00	STUTZMAN REFUSE DISPOSAL INC							
11059377	4169	V02712	01	04/07/2016	001-7230-522.29-57	ROLLOFF CTC	60.00		
MAR16	4137	V02680	01	04/05/2016	005-6710-490.29-59	MAR 16 REFUSE COLLECTION	168,970.01		
						VENDOR TOTAL *	169,030.01		
0005040	00	SUE EVANS							
1834EVANS	4071	V02622	01	04/04/2016	048-0000-630.29-00	HBS 040216/S EVANS	50.00		
						VENDOR TOTAL *	50.00		
0007327	00	SURENCY LIFE AND HEALTH							
MAR16/40285	4026	V02586	01	04/01/2016	032-9210-432.21-70	MAR 16 INV	1,048.80		
						VENDOR TOTAL *	1,048.80		
0002013	00	SWEAT, ARTHUR							
032916WICHITA	4027	V02587	01	04/01/2016	001-3050-455.22-30	MILEAGE REIMB/WATER CERTI	165.24		
						VENDOR TOTAL *	165.24		
0001243	00	T & E OIL COMPANY INC							
000429383	4028	V02588	01	04/01/2016	001-6310-554.32-28	UNLEADED FUEL		EFT:	13,286.52
						VENDOR TOTAL *	.00		13,286.52
0006859	00	TAYLOR MADE GOLF COMPANY, INC							
31525419	3941	V02525	01	03/31/2016	008-6920-570.39-50	PRO SHOP MERCHANDISE	136.86		
31517407	3942	V02526	01	03/31/2016	008-6920-570.39-50	PRO SHOP MERCHANDISE	187.55		
31517449	3943	V02527	01	03/31/2016	008-6920-570.39-50	PRO SHOP MERCHANDISE	2,745.25		
31544657	4072	V02623	01	04/04/2016	008-6920-570.39-55	PRO SHOP MERCHANDISE	127.55		
31501958	4073	V02624	01	04/04/2016	008-6920-570.39-55	PRO SHOP MERCHANDISE	40.52		
31501943	4074	V02625	01	04/04/2016	008-6920-570.39-40	PRO SHOP MERCHANDISE	2,679.42		
						VENDOR TOTAL *	5,917.15		
0001310	00	THOMAS KLASSEN							
REFUNDKLASSEN	4029		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 1215 E 3RD	25.00		
REFUNDKLASSEN	4030		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 721 W 1ST	25.00		
REFUNDKLASSEN	4031		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 1008 W 4TH	25.00		
REFUNDKLASSEN	4032		01	04/01/2016	001-0000-325.32-65	RRIP REFUND 429 GREEN GAR	25.00		
						VENDOR TOTAL *	100.00		
0003880	00	TITLEIST							
902182805	3944	V02528	01	03/31/2016	008-6920-570.32-60	PRO SHOP MERCHANDISE	189.83		
						VENDOR TOTAL *	189.83		
0005861	00	ULTIMATE SOFTWARE GROUP, INC							
599318	4075	V02626	01	04/04/2016	001-2300-430.29-63	AETNA INTERFACE	500.00		
						VENDOR TOTAL *	500.00		
0004790	00	UNIFIRST CORPORATION							
1169454MAR16	3962	V02529	01	03/31/2016	001-3050-455.29-54	MAR 16 UNIFORMS	129.96		
1169454MAR16	3956	V02529	01	03/31/2016	001-6150-574.29-54	MAR 16 UNIFORMS	164.72		
1169454MAR16	3961	V02529	01	03/31/2016	001-6215-552.29-54	MAR 16 UNIFORMS	49.88		
1169454MAR16	3947	V02529	01	03/31/2016	001-6320-555.29-54	MAR 16 UNIFORMS	239.84		

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004790	00	UNIFIRST CORPORATION						
1169454MAR16	3960	V02529 01 03/31/2016			001-6470-557.29-54	MAR 16 UNIFORMS	32.24	
1169454MAR16	3954	V02529 01 03/31/2016			001-6940-561.29-54	MAR 16 UNIFORMS	293.08	
1169454MAR16	3951	V02529 01 03/31/2016			001-6950-563.29-54	MAR 16 UNIFORMS	128.96	
1169454MAR16	3953	V02529 01 03/31/2016			001-7191-511.29-54	MAR 16 UNIFORMS	12.09	
1169454MAR16	3949	V02529 01 03/31/2016			001-7230-522.29-54	MAR 16 UNIFORMS	79.36	
1169454MAR16	3950	V02529 01 03/31/2016			001-7230-522.29-54	MAR 16 UNIFORMS	144.80	
1169454MAR16	3958	V02529 01 03/31/2016			003-6420-559.29-54	MAR 16 UNIFORMS	495.81	
1169454MAR16	3959	V02529 01 03/31/2016			003-6430-559.29-54	MAR 16 UNIFORMS	16.12	
1169454MAR16	3948	V02529 01 03/31/2016			008-6920-570.29-54	MAR 16 UNIFORMS	52.20	
1169454MAR16	3952	V02529 01 03/31/2016			008-6920-570.29-54	MAR 16 UNIFORMS	62.56	
1169454MAR16	3955	V02529 01 03/31/2016			009-6930-571.29-54	MAR 16 UNIFORMS	16.12	
1169454MAR16	3946	V02529 01 03/31/2016			044-7420-700.29-54	MAR 16 UNIFORMS	86.20	
1169454MAR16	3945	V02529 01 03/31/2016			050-6971-573.29-54	MAR 16 UNIFORMS	67.76	
1169454MAR16	3964	V02529 01 03/31/2016			051-6621-491.29-54	MAR 16 UNIFORMS	130.80	
1169454MAR16	3963	V02529 01 03/31/2016			051-6624-492.29-54	MAR 16 UNIFORMS	145.08	
1169454MAR16	3965	V02529 01 03/31/2016			052-6510-494.29-54	MAR 16 UNIFORMS	317.11	
1169454MAR16	3957	V02529 01 03/31/2016			052-6520-495.29-54	MAR 16 UNIFORMS	249.28	
						VENDOR TOTAL *	2,913.97	
0005040	00	VALERIE DUNCAN						
1813DUNCAN	4076	V02627 01 04/04/2016			048-0000-630.29-00	RICE 040116/V DUNCAN	50.00	
						VENDOR TOTAL *	50.00	
0006583	00	VERITIV OPERATING COMPANY						
9019259207	4033	01 04/01/2016			046-0000-112.00-00	JANITORIAL SUPPLIES	146.57	
						VENDOR TOTAL *	146.57	
0002384	00	VERIZON WIRELESS						
642086443MAR16	4170	V02713 01 04/07/2016			001-7110-500.26-40	CRADLEPOINTS		EFT: 600.33
						VENDOR TOTAL *	.00	600.33
0005040	00	VIRGINIA WILSON						
1840WILSON	4077	V02628 01 04/04/2016			048-0000-630.29-00	RICE 040116/V WILSON	50.00	
						VENDOR TOTAL *	50.00	
0003623	00	VISA - HEARTLAND CREDIT UNION						
9199MAR16	4173	V02716 01 04/07/2016			001-3000-451.29-60	WSU/CCMFOA CONFERENCE	300.00	
5296MAR16	4172	V02715 01 04/07/2016			001-3050-455.32-19	CENTRAL WELDING/CUT LIDS	392.00	
						VENDOR TOTAL *	692.00	
0006765	00	VIVERAE, INC						
29081	4078	V02629 01 04/04/2016			032-9210-432.21-90	WELLNESS PROGRAM	1,350.00	
						VENDOR TOTAL *	1,350.00	
0001310	00	W. LEOLA GREEVER TRUST						
REFUNDGREEVER	3991	01 04/01/2016			001-0000-325.32-65	RRIP REFUND/10 17TH CREST	25.00	
						VENDOR TOTAL *	25.00	
0001299	00	WARNKEN ENTERPRISES						

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
0001299	00	WARNKEN ENTERPRISES						
1F-GW2016	4174	V02717	01	04/07/2016	001-7250-523.29-57	MOWING/CTC/W 4TH		EFT: 307.80
							VENDOR TOTAL *	.00 307.80
0004484	00	WESTAR ENERGY						
5184110982MAR163966		V02530	01	03/31/2016	001-6810-453.26-10	MAR 16 SERV/22ND & MAIN	45.60	
3338726849APR164175		V02718	01	04/07/2016	001-6940-561.26-10	APR 16 SERV/DILLON PARK	24.08	
3013908723MAR164079		V02630	01	04/04/2016	001-7190-509.26-10	MAR 16 SERV/CIVIL DEF SIR	491.11	
							VENDOR TOTAL *	560.79
0001324	00	WESTERN SUPPLY CO						
1061321	4176	V02719	01	04/07/2016	036-0000-640.29-00	BRUSH #22 PARTS	22.77	
1061319	4177	V02720	01	04/07/2016	036-0000-640.29-00	BRUSH #22 PARTS	76.31	
1060981	4178	V02721	01	04/07/2016	036-0000-640.29-00	BRUSH #22 PARTS	28.43	
1060934	4179	V02722	01	04/07/2016	036-0000-640.29-00	BRUSH #22 PARTS	271.40	
1060935	4180	V02723	01	04/07/2016	036-0000-640.29-00	BRUSH #22 PARTS	10.26	
							VENDOR TOTAL *	409.17
0002579	00	WICHITA BURNER INC						
0082533	4171	V02714	01	04/07/2016	050-6971-573.27-30	BOILER REPAIR	1,466.67	
							VENDOR TOTAL *	1,466.67
0001463	00	WICHITA WINWATER WORKS						
21147200	4034	V02591	01	04/01/2016	051-6624-492.32-18	PLUMBING SUPPLIES/PO #160		EFT: 15,062.44
							VENDOR TOTAL *	.00 15,062.44
0000377	00	WILLIAMS DON E						
000037865	UT		04	03/31/2016	051-0000-110.01-00	REFU CREDIT/10 SUNFLOWER	66.48	
							VENDOR TOTAL *	66.48
0001310	00	WINDY CITY MGMT LLC						
REFUNDWINDYCITY4035			01	04/01/2016	001-0000-325.32-65	1601 AURORA	50.00	
REFUNDWINDYCITY4036			01	04/01/2016	001-0000-325.32-65	1510 AURORA	50.00	
REFUNDWINDYCITY4037			01	04/01/2016	001-0000-325.32-65	29 W 13TH	25.00	
REFUNDWINDYCITY4038			01	04/01/2016	001-0000-325.32-65	1413 W 17TH	50.00	
REFUNDWINDYCITY4039			01	04/01/2016	001-0000-325.32-65	1609 AURORA	50.00	
							VENDOR TOTAL *	225.00
0007310	00	XPRT WIRE GUY INC						
199	4181	V02724	01	04/07/2016	036-0000-640.29-00	BRUSH TRUCK WIRING	2,061.83	
							VENDOR TOTAL *	2,061.83
0001359	00	YMCA						
APR16	4138	V02681	01	04/05/2016	032-9210-432.21-80	APR16 MEMBERSHIP		EFT: 206.00
							VENDOR TOTAL *	.00 206.00
0006647	00	ZOETIS, INC						
9001575027	4139	V02682	01	04/05/2016	044-7420-700.32-13	TESTS	303.75	
							VENDOR TOTAL *	303.75
0007371	00	5 STAR PUMP & CONTROL, INC.						

PREPARED 04/07/2016, 14:03:26
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 04/08/2016 CHECK DATE: 04/08/2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007371	00	5 STAR PUMP & CONTROL, INC.						
1191	3967	V02531	01	03/31/2016	008-6920-570.27-30	PUMP STATION REPAIR	812.60	
						VENDOR TOTAL *	812.60	
						EFT/EPAY TOTAL ***		107,078.79
						TOTAL EXPENDITURES ****	729,426.54	107,078.79
						GRAND TOTAL *****		836,505.33

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000947 040816	00 000320	FIREFIGHTER'S LOCAL 179	01 04/08/2016	015-0000-229.00-00	PAYROLL DATED 04 08 16	CHECK #: 2016094	60.00
					VENDOR TOTAL *	.00	60.00
0000941 040816	00 000321	FIREFIGHTER'S WELFARE FUND	01 04/08/2016	015-0000-224.00-00	PAYROLL DATED 04 08 16	126.95	
					VENDOR TOTAL *	126.95	
0000940 040816	00 000317	HUTCHINSON GOVERNMENT EMPLOYEE	01 04/08/2016	015-0000-228.00-00	PAYROLL DATED 04 08 16	CHECK #: 2016089	6,752.45
					VENDOR TOTAL *	.00	6,752.45
0000942 040816	00 000319	HUTCHINSON LODGE OF THE FOP	01 04/08/2016	015-0000-229.00-00	PAYROLL DATED 04 08 16	3,199.80	
					VENDOR TOTAL *	3,199.80	
0000557 040816	00 000316	ICMA RETIREMENT TRUST-457	01 04/08/2016	015-0000-232.00-00	PAYROLL DATED 04 08 16	CHECK #: 2016088	6,843.71
					VENDOR TOTAL *	.00	6,843.71
0000949 040816	00 000318	UNITED WAY OF RENO COUNTY	01 04/08/2016	015-0000-227.00-00	PAYROLL DATED 04 08 16	303.21	
					VENDOR TOTAL *	303.21	
					HAND ISSUED TOTAL ***		13,656.16
					TOTAL EXPENDITURES ****	3,629.96	13,656.16
					GRAND TOTAL *****		17,286.12

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
0001901	00	ALLEN, TODD						
033116/GUNREIMB000267			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007372	00	BOETTGER, RAVEN						
033116/GUNREIMB000268			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0001571	00	BULLER, ERIC						
033116/GUNREIMB000269			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005196	00	CARLTON, SCOTT						
033116/GUNREIMB000270			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0006322	00	COLLINS, MIKE						
033116/GUNREIMB000271			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005062	00	COX, DARRIN						
033116/GUNREIMB000272			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007373	00	CRENSHAW, LANCE						
033116/GUNREIMB000273			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007374	00	FINE, JOSEPH						
033116/GUNREIMB000274			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003334	00	GATES, DAYTON						
033116/GUNREIMB000275			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007355	00	GREENE, DUSTIN						
033116/GUNREIMB000276			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003399	00	HARCROW, DEAN						
033116/GUNREIMB000277			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007375	00	HARRIS, LEVI						
033116/GUNREIMB000278			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0001677	00	HEITSCHMIDT, DICK						
033116/GUNREIMB000279			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	

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
0001677	00	HEITSCHMIDT, DICK						
						VENDOR TOTAL *	58.52	
0001871	00	HIRT, BRIAN						
033116/GUNREIMB000280			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005193	00	HIRT, LANCE						
033116/GUNREIMB000281			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0002366	00	HOOVER, K.T.						
033116/GUNREIMB000282			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007334	00	INGRAM, GRANT						
033116/GUNREIMB000283			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007376	00	JARMER, ROBERT						
033116/GUNREIMB000284			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007377	00	JONES, JOSHUA						
033116/GUNREIMB000285			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005881	00	KELLY, JESSICA						
033116/GUNREIMB000286			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007172	00	LESLIE, GARRET						
033116/GUNREIMB000287			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0006312	00	LOEPP, DUSTIN						
033116/GUNREIMB000288			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003861	00	LONG, JOSH						
033116/GUNREIMB000289			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0002261	00	MANESS, DAVID L.						
033116/GUNREIMB000290			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0004168	00	MARTIN, TERRY						
033116/GUNREIMB000291			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003256	00	MOORE, JOHN						

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
0003256	00	MOORE, JOHN						
033116/GUNREIMB000292			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005789	00	OGBURN, CORY						
033116/GUNREIMB000293			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0002603	00	PICKARD, THAD						
033116/GUNREIMB000294			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003400	00	RADLOFF, JOSH						
033116/GUNREIMB000295			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005530	00	RAYL, JUSTIN						
033116/GUNREIMB000296			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0002155	00	ROBERTSON, MARTIN						
033116/GUNREIMB000297			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003023	00	ROWE, ROBERT W.						
033116/GUNREIMB000298			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003303	00	RUCKER, MATTHEW						
033116/GUNREIMB000299			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007378	00	RUZHANOVSKA, ANNA						
033116/GUNREIMB000300			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007379	00	SANDERS, JAMES						
033116/GUNREIMB000301			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0003318	00	SCHAFFER, STEPHEN C.						
033116/GUNREIMB000302			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007380	00	SCHMIDT, CORY						
033116/GUNREIMB000303			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0004408	00	SCHOENHOFF, JAMIE						
033116/GUNREIMB000304			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	

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
0004408	00	SCHOENHOFF, JAMIE						
						VENDOR TOTAL *	58.52	
0005531	00	SMITH, NICK						
033116/GUNREIMB000305			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007209	00	SNELL, JEFF						
033116/GUNREIMB000306			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005433	00	STEELE, CHAD						
033116/GUNREIMB000307			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0002073	00	TAYLOR, JOHN						
033116/GUNREIMB000308			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0005136	00	TOSSIE, DARRELL						
033116/GUNREIMB000309			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0004265	00	TRUAN, DARRIN						
033116/GUNREIMB000310			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0001761	00	UNDERWOOD, ERNIE						
033116/GUNREIMB000311			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007381	00	WILLIAMS, TIM						
033116/GUNREIMB000312			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0004058	00	WILSON, JIM						
033116/GUNREIMB000313			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0007382	00	WINSLOW, ROBERT						
033116/GUNREIMB000314			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
0004551	00	YINGLING, JASON						
033116/GUNREIMB000315			01	04/01/2016	001-7130-502.32-23	PD GUN REIMBRUSEMENT	58.52	
						VENDOR TOTAL *	58.52	
						TOTAL EXPENDITURES ****	2,867.48	
						GRAND TOTAL *****		2,867.48

PREPARED 03/31/2016, 16:17:36
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 03/31/2016 CHECK DATE: 03/31/2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007298	00	AETNA INSURANCE						
033116	000266		01	03/31/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016087	47,251.68
						VENDOR TOTAL *	.00	47,251.68
0007291	00	ROCKSTEP HUTCHINSON LLC						
033016	000265		01	03/31/2016	001-0000-370.37-11	CID TAX REIMBURSEMENT	CHECK #: 2016086	417.23
033016	000264		01	03/31/2016	345-0000-651.29-57	CID TAX REIMBURSEMENT	CHECK #: 2016086	8,344.51
						VENDOR TOTAL *	.00	7,927.28
						HAND ISSUED TOTAL ***		55,178.96
						TOTAL EXPENDITURES ****	.00	55,178.96
						GRAND TOTAL *****		55,178.96

VEND NO	SEQ#	VENDOR NAME	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	HAND-ISSUED
NO	NO	NO	AMOUNT
		BNK CHECK/DUE	
		DATE	
		ACCOUNT	
		NO	
		ITEM	
		DESCRIPTION	
		CHECK	
		AMOUNT	
0000947	00	FIREFIGHTER'S LOCAL 179	
040116	000262	01 04/01/2016	
		015-0000-229.00-00	
		PAYROLL DATED 04 01 16	
		CHECK #:	2016093
			3,319.40
		VENDOR TOTAL *	.00
			3,319.40
0000941	00	FIREFIGHTER'S WELFARE FUND	
040116	000263	01 04/01/2016	
		015-0000-224.00-00	
		PAYROLL DATED 04 01 16	
			975.75
		VENDOR TOTAL *	975.75
0000940	00	HUTCHINSON GOVERNMENT EMPLOYEE	
040116	000260	01 04/01/2016	
		015-0000-228.00-00	
		PAYROLL DATED 04 01 16	
		CHECK #:	2016092
			16,175.39
		VENDOR TOTAL *	.00
			16,175.39
0000557	00	ICMA RETIREMENT TRUST-457	
040116	000258	01 04/01/2016	
		015-0000-232.00-00	
		PAYROLL DATED 04 01 16	
		CHECK #:	2016090
			4,466.30
		VENDOR TOTAL *	.00
			4,466.30
0000948	00	SERVICE EMPLOYEES UNION LOCAL	
040116	000259	01 04/01/2016	
		015-0000-229.00-00	
		PAYROLL DATED 04 01 16	
		CHECK #:	2016091
			876.60
		VENDOR TOTAL *	.00
			876.60
0004966	00	SOUTHERN COMPUTER WAREHOUSE INC.	
000328247	000256	01 04/01/2016	
		001-7191-511.32-14	
		RADIO MAINT COMPUTER	
		EFT:	658.69
000315603	000257	01 04/01/2016	
		036-0000-640.29-00	
		PRINTER REPLMT PROGRAM	
		EFT:	1,314.87
		VENDOR TOTAL *	.00
			1,973.56
0000949	00	UNITED WAY OF RENO COUNTY	
040116	000261	01 04/01/2016	
		015-0000-227.00-00	
		PAYROLL DATED 04 01 16	
			364.80
		VENDOR TOTAL *	364.80
		HAND ISSUED TOTAL ***	24,837.69
		EFT/EPAY TOTAL ***	1,973.56
		TOTAL EXPENDITURES ****	1,340.55
		GRAND TOTAL *****	26,811.25
			28,151.80

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	9a
FOR ACTION	✓
INFORMATION ONLY	

City of Hutchinson

Finance Department

Memorandum

To: City Council Members and John Deardoff, City Manager
From: Frank Edwards, Director of Finance
Date: April 19, 2016
Re: Resolutions and Ordinance for Upcoming Bond Sale

BACKGROUND

The Council has previously authorized the City to begin work several projects. Listed below are those projects and their estimated costs.

- 1) Fire CTC Parking Lot Overlay - \$300,000
- 2) Rice Park Splash Pad - \$150,000
- 3) Orchard Park Phase 3B - \$500,000
- 4) Main St Overlay reconstruction 17th- 30th - \$2,700,000
- 5) Airport Runway 17/35 Overlay - \$570,000

ISSUE

As the City begins work on these projects several Resolutions and one Ordinance are required to be adopted by state statute. These are submitted for your review and approval individually and in sequence. Listed below is a brief description of each document.

- 1) Ordinance authorizing GO Bond funding of Rice Park Splash Pad, Orchard Park Phase 3B, and Airport Runway 17/35 Overlay of \$1,240,000 including the cost of financing.
- 2) Resolution authorizing the City to construct public building (CTC parking lot) as required by K.S.A. 12-1736 of \$305,000 including the cost of financing.
- 3) Resolution authorizing the City to construct traffic way improvements of \$2,735,000 including the cost of financing.
- 4) Resolution authorizing the sale of approximately \$4,280,000 GO Bonds.

PROCEDURE

The governing body of the City of Hutchinson must adopt and approve the Ordinance and Resolutions for the projects to proceed. The City's financial advisor and bond counsel have reviewed all documents and have given assurance of all statutory compliances. Staff is recommending approval of each document separately.

ORDINANCE NO. 2016 - _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE CITY OF HUTCHINSON, KANSAS, TO PAY THE COST OF CERTAIN PUBLIC IMPROVEMENTS PURSUANT TO CHARTER ORDINANCE NO. 46 OF THE CITY.

WHEREAS, the City of Hutchinson, Kansas (the "City"), is authorized pursuant to Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 46 of the City passed on July 7, 2009, to issue general obligation bonds of the City for the purpose of paying for any bridge, viaduct, street, public building, including the land necessary therefor, for land for public parks and public recreational facilities and for developing the same, within or without the City, for the establishment and construction of crematories, desiccating or reduction works, including the land necessary therefor, within or without the City, or for a public railroad, railroad spur or other associated and necessary infrastructure, or for the improvement, repair or extension of any waterworks, sewage disposal plant, electric light plant, crematory, desiccating or reduction works or other public utility owned by the City, for the purpose of rebuilding, adding to or extending the same from time to time, including related appurtenances to such improvements; and

WHEREAS, the Governing Body of the City has determined that it is necessary and desirable to make certain public building and public park improvements including (a) public building improvements to the municipal airport owned and operated by the City, including design and reconstruction of Runway 17/35 and all related appurtenances, (b) park improvements to Rice Park, including installation of a concrete splash pad, plumbing, equipment and all related appurtenances, and (c) park improvements to Orchard Park, including installation of new soccer and baseball fields, pedestrian trails and all related appurtenances (collectively, the "Public Improvements"), all at a total estimated cost of \$6,570,000, including the cost of issuing bonds; and

WHEREAS, the Public Improvements are all owned, operated and maintained by the City, and the Governing Body of the City finds it desirable and in the best interests of the City to finance a portion of the costs of the Public Improvements in the amount of \$1,240,000 with the proceeds of general obligation bonds issued under Charter Ordinance No. 46 of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HUTCHINSON, KANSAS, AS FOLLOWS:

Section 1. In accordance with Charter Ordinance No. 46 of the City, the Governing Body of the City hereby authorizes the Public Improvements and the issuance of its general obligation bonds in an amount not to exceed \$1,240,000 to pay a portion of the costs thereof.

Section 2. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before and during the time after the date of this Ordinance or expenditures as otherwise made in accordance with United States Treasury Regulation 1.150-2.

Section 3. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

PASSED by the Governing Body of the City of Hutchinson on April 19, 2016.

Signed by the Mayor of the City of Hutchinson on April 19, 2016.

CITY OF HUTCHINSON, KANSAS

Mayor

(Seal)

ATTEST

Karen Weltmer, City Clerk

RESOLUTION NO. 2016 R __

A RESOLUTION AUTHORIZING THE CITY OF HUTCHINSON, KANSAS, TO CONSTRUCT PUBLIC BUILDINGS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF, ALL PURSUANT TO K.S.A. 12-1 736 ET SEQ.

WHEREAS, K.S.A. 12-1736 to 12-1739, inclusive, as amended, authorizes the Governing Body of the City of Hutchinson, Kansas (the "City"), to acquire and construct, make repairs, reconstruct, remodel, replace or make additions to any public building and to issue general obligation bonds of the City for such purposes; and

WHEREAS, the Governing Body of the City has determined that it is necessary to make certain improvements to public buildings owned by the City and used for public purposes consisting of improvements to the City's Fire Command Training Center, including installation of asphalt overlay to the parking lot and all related appurtenances (the "Public Building Improvements"), at a total estimated cost of \$305,000; and

WHEREAS, it is necessary and desirable to pay such costs through the issuance of general obligation bonds of the City;

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

Section 1. In accordance with K.S.A. 12-1736 to 12-1739, inclusive, as amended, the Governing Body of the City hereby finds and declares the necessity for and authorizes the Public Building Improvements.

Section 2. For the purpose of providing funds to pay the cost of the Public Building Improvements, the City authorizes the issuance of its general obligation bonds in an aggregate amount not to exceed \$305,000 pursuant to K.S.A. 12-1736 to 12-1739, inclusive, as amended.

Section 3. The obligations authorized by this Resolution are authorized to reimburse expenditures made by the City 60 days before and during the time after the date of this Resolution or expenditures as otherwise made in accordance with United States Treasury Regulation 1.150-2.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Hutchinson, Kansas on April 19, 2016.

CITY OF HUTCHINSON, KANSAS

(SEAL)

Mayor

ATTEST

Karen Weltmer, City Clerk

RESOLUTION NO. 2016 R _____

A RESOLUTION AUTHORIZING THE CITY OF HUTCHINSON, KANSAS, TO CONSTRUCT CERTAIN MAIN TRAFFICWAY IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF, ALL PURSUANT TO K.S.A. 12-685 *ET SEQ.* (MAIN STREET IMPROVEMENTS).

WHEREAS, K.S.A. 12-685 *et seq.* authorizes the Governing Body of the City of Hutchinson, Kansas (the “City”), to construct main trafficway improvements and to issue general obligation bonds of the City for such purpose; and

WHEREAS, pursuant to Ordinance No. 2006-11 of the City passed on April 18, 2006 (the “Main Trafficway Ordinance”), the City has designated certain streets or portions of streets as main trafficways including Main Street from 30th Avenue to Carey Park Boulevard; and

WHEREAS, the Governing Body of the City has determined that it is necessary to construct certain improvements to a portion of Main Street within the City that is included within the area of Main Street designated as a main trafficway identified in the preceding clause, consisting of improvements to Main Street between 17th Avenue and 23rd Avenue including installation of new curb and gutters, mill and overlay and all related appurtenances at an estimated cost of \$2,735,000 (the “Main Trafficway Improvements”); and

WHEREAS, it is necessary and desirable to pay such costs through the issuance of general obligation bonds of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINSON, KANSAS, AS FOLLOWS:

Section 1. In accordance with K.S.A. 12-685 *et seq.*, the Governing Body of the City hereby finds and declares the necessity for and authorizes the Main Trafficway Improvements.

Section 2. For the purpose of providing funds to pay the cost of the Main Trafficway Improvements, the City authorizes the issuance of its general obligation bonds in an aggregate amount not to exceed \$2,735,000 pursuant to K.S.A. 12-685 *et seq.*

Section 3. The obligations authorized by this Resolution are authorized to reimburse expenditures made by the City 60 days before and during the time after the date of this Resolution or expenditures as otherwise made in accordance with United States Treasury Regulation 1.150-2.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Hutchinson, Kansas on April 19, 2016.

(Seal)

Mayor

ATTEST

Karen Weltmer, City Clerk

RESOLUTION NO. 2016 R _____

A RESOLUTION AUTHORIZING THE PUBLIC SALE OF APPROXIMATELY \$4,280,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2016-B, OF THE CITY OF HUTCHINSON, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HUTCHINSON, KANSAS, AS FOLLOWS:

Section 1. The General Obligation Bonds, Series 2016-B, of the City of Hutchinson, Kansas (the “City”), in the principal amount of approximately \$4,280,000 (the “Bonds”), shall be offered at competitive public sale on May 16, 2016, at 11:00 a.m. Central Daylight Saving Time, or at such other time and date approved by the Mayor.

Section 2. The City’s Director of Finance is authorized and directed to receive bids for the purchase of the Bonds on behalf of the City at the specified time and place, and the City Manager, or in the City Manager’s absence, the City’s Director of Finance, is authorized to conditionally accept the best bid; provided such acceptance of the bid is not binding on the City until the Governing Body at its meeting to be held on May 17, 2016, or at such other meeting date approved by the Mayor, reviews the bids and confirms acceptance of the best bid. Such bids may be received electronically through an experienced municipal bond electronic bid provider and through other means determined by the City’s Director of Finance, in consultation with the City’s Bond Counsel and Financial Advisor, as described herein, to be in the best interest of the City. The issuance of the Bonds is conditioned on a receipt of an opinion of the City’s Bond Counsel, Kutak Rock LLP (“Bond Counsel”), to the effect that the Bonds have been validly issued and that the interest on the Bonds is exempt from federal income taxation subject to the standard exceptions.

Section 3. The Mayor, City Clerk and City’s Director of Finance are authorized to cause to be prepared and executed a preliminary official statement and notice of sale for use in connection with the public sale of the Bonds.

Section 4. The City Clerk is authorized and directed to give notice of the bond sale by publishing a summary of the notice of sale not less than six days before the date of the sale in a newspaper of general circulation in Reno County, Kansas, and the Kansas Register and by making copies of the notice of sale and preliminary official statement available to prospective purchasers of the Bonds through such means as determined by the City’s Director of Finance, in consultation with the City’s Financial Advisor, to be in the best interest of the City.

Section 5. For the purpose of enabling the purchaser of the Bonds (the “Original Purchaser”) to comply with the requirements of Rule 15c2-12(b)(1) of the Securities Exchange Commission, the appropriate officers of the City are authorized, if requested, to provide the Original Purchaser a letter or certification to the effect that the City deems the information contained in the preliminary official statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take

such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirement of such Rule.

Section 6. The City agrees to provide to the Original Purchaser within seven business days of the date of the sale of the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Original Purchaser, whichever is earlier, sufficient copies of the final official statement to enable the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 7. The City agrees to enter into a written agreement or contract on or before the date of delivery of the Bonds to provide ongoing disclosure about the City for the benefit of the holders of the Bonds as required by Rule 15c2-12(b)(5)(i) of the Securities and Exchange Commission (the "Rule"). The City may further designate Kutak Rock LLP as an agent of the City for the purpose of obtaining and disseminating information in connection with the Rule if requested by the City.

Section 8. The Mayor, the City Clerk, the City's Director of Finance; the City's Bond Counsel; Piper Jaffray & Co., the City's Financial Advisor; and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

Section 9. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Hutchinson, Kansas on April 19, 2016.

CITY OF HUTCHINSON, KANSAS

Mayor

(Seal)

ATTEST

Karen Weltmer, City Clerk

COUNCIL COMMUNICATION	
FOR MEETING OF	4/19/2016
AGENDA ITEM	10a
FOR ACTION	X
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager

FROM: Paul W. Brown, City Attorney 

DATE: April 13, 2016

RE: 2016 City-County Law Enforcement Agreement

BACKGROUND:

The City of Hutchinson and Reno County jointly operate the Law Enforcement Center and share expenses pursuant to City Contract No. 2011 C 46, a copy of which is attached. Subsequent to the creation of this contract, Reno County constructed the Reno County Correctional Facility in the fall of 2015. The current contract is in need of updating to reflect the expenses of both the Law Enforcement Center and the Reno County Correctional Facility.

The proposed 2016 City-County Law Enforcement Agreement is attached for the council's review. The proposed 2016 contract is identical to the 2011 C 46 contract except for the terms in Section One. Law Enforcement Center, subsections B.1, 2 and 4 and subsection C. The percentages for the City were increased from 40% to 50% in each of these provisions to reflect the portion of the Law Enforcement Center that is occupied by City departments. With the Reno County Jail facility being renovated and the construction of the new Reno County Correctional Facility, City departments occupy an increased percentage of the area in the Law Enforcement Center.

The remaining revision to the 2011 contract appears in subsection H of Section Two. Reno County Correctional Facility Operational Costs and Related Matters. A copy of the Kansas Statute appearing at K.S.A. 22-4612(a), is attached hereto for information purposes. The language included in subsection H is consistent with K.S.A. 22-4612(a) and the decision rendered by the Kansas Supreme Court in University of Kansas Hospital Authority v. Board of County Commissioners, 348 P. 3d, 602 (Kan. 2015).

The Reno County Commission has previously approved the proposed 2016 agreement.

RECOMMENDATION:

Motion to approve the 2016 City-County Law Enforcement Agreement; and authorize the Mayor to sign.

PWB:lso

CITY CONTRACT NO. 2016 C _____

2016 CITY-COUNTY LAW ENFORCEMENT AGREEMENT

This Agreement to be effective the 1st day of January, 2016, is made and entered into by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation;
and **RENO COUNTY, KANSAS**, a quasi-municipal corporation.

WHEREAS, the parties jointly operate a Law Enforcement Center (the “LEC”) located at 210 West First Avenue, in Hutchinson, Kansas, and numerous programs contained or based therein; and

WHEREAS, the parties previously have entered into and renewed Agreements providing for the sharing of fiscal and other responsibilities with respect to the funding, operation and management of certain activities within the LEC, the last of which was executed on February 1, 2011 (City Contract No. 2011 C 46); and

WHEREAS, prior Agreements pertain to a time when the Reno County Jail was located within the LEC and prior to the construction and commencement of operations of a new county jail, known as the Reno County Correctional Facility (the “Facility”) at a separate location in the Fall of 2015; and

WHEREAS, the parties wish to continue to provide for the joint funding of the LEC and the Facility and to substitute this Agreement in its entirety for all previous Agreements with respect thereto.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE. LAW ENFORCEMENT CENTER

- A. The County will provide for the utilities, insurance, custodial services and provide a building maintenance supervisor.
- B. The City will pay to the County:
 - 1. 50% of 28% of the cost of total kilowatt hours of electricity billed each month to the County for combined service to the LEC and the Reno County Courthouse;
 - 2. 50% of 33 1/3% of the cost of natural gas billed each month to Reno County for combined service to the LEC and the Reno County Courthouse;
 - 3. 50% of the cost of refuse service to the LEC each month;

4. 50% of the cost of water service rendered to the LEC each month;
 5. 50% of the cost of property and casualty insurance carried on the LEC by the County;
 6. A pro rata share of the cost of custodial services paid by the County, the proration to be based upon the square footage occupied and used by each party;
- C. Maintenance of the LEC, following application of fire and casualty insurance proceeds, if any, shall be shared on an equal basis (50/50) by the City and by the County in areas under common control. Each party shall pay the cost of maintenance for areas under their exclusive control. The term "maintenance" as used in this paragraph shall be understood not to pertain to general custodial services, but it shall apply generally to renovation and fixture replacement.

SECTION TWO. RENO COUNTY CORRECTIONAL FACILITY OPERATIONAL COSTS AND RELATED MATTERS

- A. The City agrees to provide all transportation/escort services and maintenance of any prisoner confined at the Facility, solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court to, from and during Municipal and District Court appearances. This provision does not apply to transporting and escorting prisoners to and from the Facility and the LEC/Municipal Court.
- B. In the event a person has been placed in protective custody by a Hutchinson Police Officer, and in the further event such person in protective custody has been approved for placement at a State mental health facility, the County will provide transportation/escort services of such person to the State mental health facility. In addition, the County will provide transportation/escort services to any medical or dental appointments or emergencies pertaining to City prisoners.
- C. The parties agree that the costs in regard to any prisoner confined solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court are the responsibility of the City. The parties agree that based upon an historical review of jail facilities use and other activities and services provided to City prisoners only, the City's share of such expenses equals approximately 14% of the total cost for providing the same.
- D. The City will pay to the County 14% of the total amount expended for all Facility operational costs, which costs include staffing, utilities, equipment, maintenance, repairs, replacement, meals, clothing and supplies necessary for the personal maintenance of prisoners, routine daily medical staffing and supplies, but do not include the actual, necessary cost of medical treatment of City prisoners.

- E. In addition, with regard to any prisoner confined solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court, the City will pay the actual, necessary costs of medical and dental treatment directly to the medical providers.
- F. Facility operational costs shall be billed quarterly.
- G. The parties agree to review, as needed, the history of prisoner populations and activities attributable to the City in order to provide for fair and equitable cost sharing in future agreements.
- H. The parties agree that pursuant to K.S.A. 22-4612a, the obligation of a governmental entity statutorily specified therein to pay for the medical expenses of an indigent criminal offender is initially triggered by the entity having custody of the indigent offender at the time the decision is made to obtain medical treatment for the offender. A person is in custody when under arrest, although arrest might not always be necessary to establish custody.

If the offender is not in the custody of a Reno County Sheriff's Deputy at the time the decision is made to obtain medical treatment for the offender, the County shall not be responsible for the payment of medical treatment received by the offender until such time as said offender has been transferred to the custody of the Sheriff at the booking room/booking area at the Facility.

The provisions of this paragraph H shall be construed in accordance with current Kansas statutory and case law.

SECTION THREE. DRUG ENFORCEMENT UNIT

A. DEFINITIONS:

1. City of Hutchinson "THC Account" ("THC Fund") consists of personal property proceeds (cash) on deposit in federal or state chartered financial institutions, which said proceeds come from assets seized from drug enforcement operations which were forfeited by order of the District Court and transferred to the City and County to be used for non-budgeted law enforcement operations. The parties hereto are the joint owners of the THC Fund.
2. Law Enforcement Trust Fund ("The Trust Fund") consists of assets seized pursuant to drug tax warrants served in Reno County. The Trust Fund is required to be used exclusively for law enforcement purposes. The Trust Fund is managed by the Reno County Treasurer. The parties hereto are jointly and equally entitled to the assets of The Trust Fund.

3. The Real Estate shall mean a 3.5 acre tract of land improved with a single story 15,000 square foot metal industrial building located on East Avenue G, Hutchinson, Kansas.
 4. Personal Property shall mean all tangible personal property purchased from assets of the THC Fund, The Trust Fund, and obtained from grants, whether prior to or subsequent to the effective date of this Agreement, except for motor vehicles.
- B. The parties agree that the THC Fund shall be managed by the City of Hutchinson. All expenditures from either the THC Fund or The Trust Fund are subject to the mutual agreement of the Reno County Sheriff and the City of Hutchinson Chief of Police, who may exercise their authority through a designated representative or representatives. In the event the DEU shall be disbanded as currently organized as a joint City/County function, the proceeds of the THC Fund and The Trust Fund shall be apportioned equally between the City and the County and shall be utilized for their separately operated law enforcement functions.
 - C. The parties hereto previously acquired the Real Estate and improvements described at paragraph A. 3. above with THC Funds. The Real Estate shall be titled in the name of Reno County, however, the ownership, operation, maintenance and any future transfer or sale of the Real Estate shall be pursuant to the terms and conditions of this Agreement.
 - D. The parties agree that the Real Estate shall be used exclusively for law enforcement purposes. A portion of the building located on the Real Estate is dedicated exclusively to the purposes and functions of the Drug Enforcement Unit. The remaining portion of the building is dedicated to such law enforcement functions and operations, and in such proportions, as the Reno County Sheriff and the Hutchinson Chief of Police shall mutually agree.
 - E. The costs of building maintenance and improvements, utilities, insurance and any other expense necessary for the preservation, operation and security of the building and of the premises shall be shared equally between the City and the County and paid from funds lawfully budgeted and available for such purposes.
 - F. All tangible personal property acquired from the THC Fund and The Trust Fund, except for motor vehicles, shall be owned by Reno County, which shall be responsible for insuring and maintaining such personal property. All such property shall be assigned to the Drug Enforcement Unit. The costs for insurance and maintenance for such personal property, as determined prudent and necessary by the Sheriff and the Chief of Police, shall be shared equally between the parties.
 - G. Motor vehicles acquired for Drug Enforcement Unit purposes from the THC Fund or The Trust Fund shall be titled in the name of the City and of the County respectively in equal numbers, unless otherwise agreed upon by the Sheriff and

the Chief of Police. The party holding title to a Drug Enforcement Unit vehicle shall be solely responsible for the cost of maintenance and insurance with respect thereto.

- H. In the event the Drug Enforcement Unit shall be disbanded as currently organized as a joint City/County function, the Sheriff and Chief of Police shall have the responsibility, exercised by mutual agreement, to allocate and assign the Personal Property and the motor vehicles in kind and in relatively equal shares (as to value) to the City and to the County. The Personal Property and/or motor vehicles may also be sold. The net proceeds of sale shall be returned to the THC Fund. Further, in the event the Drug Enforcement Unit is disbanded, or in the event the Chief of Police and the Sheriff mutually agree that the Real Estate should be sold, said Real Estate shall be sold under such terms and conditions as the Sheriff and the Chief of Police shall agree, which said terms and conditions of sale shall be consistent with State law and the policies of the County and of the City.
- I. Each party agrees to be responsible respectively for all pay and benefits, including retirement and worker's compensation, for the personnel it assigns to the Drug Enforcement Unit.
- J. The Criminal Analyst position shall be a County employee, and the City and County shall share equally all payroll and employee benefits cost attributable to this position. The City agrees to provide all other services required by the Drug Enforcement Unit, excluding personnel payroll and benefits, and the County agrees to reimburse the City for one-half said expenses in excess of amounts provided by grant funds or by jointly seized assets.

SECTION FOUR. CIVILIAN EVIDENCE/PROPERTY CONTROL TECHNICIANS

The City agrees to pay the cost of the civilian evidence/property control technicians, and the County agrees to reimburse the City for one-half of said expenses.

SECTION FIVE. DURATION

This Agreement shall be for a one (1) year term concluding December 31, 2016. This Agreement shall automatically renew itself for like one-year terms, unless either party notifies the other in writing no later than August 1st of any year of its intent to terminate or modify the Agreement. This Agreement also may be modified at any time upon the mutual agreement of the parties.

SECTION SIX. PAYMENTS AND ACCOUNTING

All payments due under this Agreement shall be paid within a reasonable time following billing therefore. The books and records of both parties shall be open to inspection during normal business hours.

SECTION SEVEN. CONTINGENCIES

All City/County programs are based on estimated budgeted figures and if unforeseen events occur, the figures may be adjusted, subject to both parties' consent.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

CITY OF HUTCHINSON, KANSAS

DATED: _____

Jade Piros de Carvalho, Mayor

ATTEST:

Karen Weltmer, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

DATED: _____

Dan Deming, Chairman

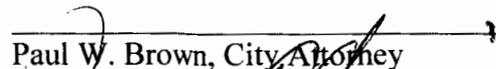
James Schlickau, Member

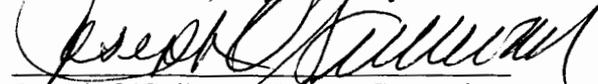
Brad Dillon, Member

ATTEST:

Donna Patton, County Clerk

REVIEWED AND APPROVED:


Paul W. Brown, City Attorney


Joseph O'Sullivan, County Counselor

10/19/15

2015 Kansas Statutes

22-4612. Payment rate county, city or law enforcement agency liable to pay health care provider for person in custody; exceptions. (a)

Except as otherwise provided in this section, a county, a city, a county or city law enforcement agency, a county department of corrections or the Kansas highway patrol shall be liable to pay a health care provider for health care services rendered to persons in the custody of such agencies the lesser of the actual amount billed by such health care provider or the medicaid rate. The provisions of this section shall not apply if a person in the custody of a county or city law enforcement agency, a county department of corrections or the Kansas highway patrol is covered under a current individual or group accident and health insurance policy, medical service plan contract, hospital service corporation contract, hospital and medical service corporation contract, fraternal benefit society or health maintenance organization contract.

(b) Nothing in this section shall prevent a county or city law enforcement agency, a county department of corrections, the Kansas highway patrol or such agencies authorized vendors from entering into agreements with health care providers for the provision of health care services at terms, conditions and amounts which are different than the medicaid rate.

(c) It shall be the responsibility of the custodial county or city law enforcement agency, county department of corrections or the Kansas highway patrol or such agencies' agents, to determine, under agreement with the secretary of health and environment, the amount payable for the services provided and to communicate that determination along with the remittance advice and payment for the services provided.

(d) Nothing in this section shall be construed to create a duty on the part of a health care provider to render health care services to a person in the custody of a county or city law enforcement agency, a county department of corrections or the Kansas highway patrol.

(e) As used in this section:

(1) "County or city law enforcement agency" means a city police department, a county sheriff's department, a county law enforcement department as defined in K.S.A. 19-4401, and amendments thereto, or a law enforcement agency established pursuant to the consolidated city-county powers in K.S.A. 12-345, and amendments thereto.

(2) "Health care provider" means a person licensed to practice any branch of the healing arts by the state board of healing arts, a person who holds a temporary permit to practice any branch of the healing arts issued by the state board of healing arts, a person engaged in a postgraduate training program approved by the state board of healing arts, a licensed physician assistant, a person licensed by the behavioral sciences regulatory board, a medical care facility licensed by the department of health and environment, a podiatrist licensed by the state board of healing arts, an optometrist licensed by the board of examiners in optometry, a registered nurse, and advanced nurse practitioner, a licensed professional nurse who is authorized to practice as a registered nurse anesthetist, a licensed practical nurse, a licensed physical therapist, a professional corporation organized pursuant to the professional corporation law of Kansas by persons who are authorized by such law to form such a corporation and who are health care providers as defined by this subsection, a Kansas limited liability company organized for the purpose of rendering professional services by its members who are health care providers as defined by this subsection and who are legally authorized to render the professional services for which the limited liability company is organized, a partnership of persons who are health care providers under this subsection, a Kansas not-for-profit corporation organized for the purpose of rendering professional services by persons who are health care providers as defined by this subsection, a dentist certified by the state board of healing arts to administer anesthetics under K.S.A. 65-2899, and amendments thereto, a psychiatric hospital licensed under K.S.A. 75-3307b, and amendments thereto, a licensed social worker or a mental health center or mental health clinic licensed by the secretary for aging and disability services and any health care provider licensed by the appropriate regulatory body in another state that has a current approved provider agreement with the secretary of health and environment.

(3) "Medicaid rate" means the terms, conditions and amounts a health care provider would be paid for health care services rendered pursuant to a contract or provider agreement with the secretary of health and environment.

History: L. 2006, ch. 183, § 1; L. 2012, ch. 102, § 2; L. 2014, ch. 115, § 28; July 1.

CITY CONTRACT NO. 2011 C 46

2011 CITY-COUNTY LAW ENFORCEMENT CONTRACT

This agreement to be effective the 1st day of January, 2011, is made and entered into by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation;
and **RENO COUNTY, KANSAS**, a quasi-municipal corporation.

WHEREAS, the parties jointly operate a Law Enforcement Center (the "Facility") located at 210 West First Avenue, in Hutchinson, Kansas, and numerous programs contained or based therein; and

WHEREAS, the parties previously have entered into and renewed Contracts providing for the sharing of fiscal and other responsibilities with respect to the funding, operation and management of certain activities within the Facility; and

WHEREAS, the parties wish to continue to provide for the funding of the Facility and programs for the calendar year 2011.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE. LAW ENFORCEMENT CENTER

- A. The County will provide for the utilities, insurance, custodial services and provide a building maintenance supervisor.
- B. The City will pay to the County:
 - 1. 40% of 28% of the cost of total kilowatt hours of electricity billed each month to the County for combined service to the Facility and the Reno County Courthouse;
 - 2. 40% of one-third of the cost of natural gas billed each month to Reno County for combined service to the Facility and the Reno County Courthouse;
 - 3. 50% of the cost of refuse service to the Facility each month;
 - 4. 40% of the cost of water service rendered to the Facility each month;
 - 5. 50% of the cost of property and casualty insurance carried on the Facility by the County;

6. A pro rata share of the cost of custodial services paid by the County, the proration to be based upon the square footage occupied and used by each party;
- C. Maintenance of the Facility, for which no insurance proceeds are available, shall be paid 40% by the City and 60% by the County in areas under common control. Each party shall pay the cost of maintenance for areas under their exclusive control.

SECTION TWO. JAIL OPERATIONAL COSTS

- A. The City agrees to provide all transportation/escort services and maintenance of any prisoner confined at the Law Enforcement Center, solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court to, from and during Municipal and District Court appearances. This provision does not apply to transporting and escorting prisoners from the Jail Annex.
- B. In the event a person has been placed in protective custody by a Hutchinson Police Officer, and in the further event such person in protective custody has been approved for placement at a State mental health facility, the County will provide transportation/escort services of such person to the State mental health facility. In addition, the County will provide transportation/escort services to any medical or dental appointments or emergencies pertaining to City prisoners.
- C. The parties agree that the costs in regard to any prisoner confined solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court are the responsibility of the City. The parties agree that based upon a historical review of jail facilities use and other activities and services provided to City prisoners only, the City's share of such expenses equals approximately 14% of the total cost for providing the same.
- D. The City will pay to the County 14% of the total amount expended for all Jail facilities' operational costs, which costs include staffing, utilities, equipment, maintenance, repairs, replacement, meals, clothing and supplies necessary for the personal maintenance of prisoners, routine daily medical staffing and supplies, but do not include the actual, necessary cost of medical treatment of City prisoners.
- E. In addition, with regard to any prisoner confined solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court, the City will pay the actual, necessary costs of medical and dental treatment directly to the medical providers.
- F. Jail operational costs shall be billed quarterly.

- G. The parties agree to review, as needed, the history of jail facilities' populations and activities attributable to the City, to provide for fair and equitable cost sharing in future contracts.

SECTION THREE. DRUG ENFORCEMENT UNIT

1. **DEFINITIONS:**

- A. City of Hutchinson "THC Account" ("THC Fund") consists of personal property proceeds (cash) on deposit in federal or state chartered financial institutions, which said proceeds come from assets seized from drug enforcement operations which were forfeited by order of the District Court and transferred to the City and County to be used for non-budgeted law enforcement operations. The parties hereto are the joint owners of the THC Fund.
- B. Law Enforcement Trust Fund ("The Trust Fund") consists of assets seized pursuant to drug tax warrants served in Reno County. The Trust Fund is required to be used exclusively for law enforcement purposes. The Trust Fund is managed by the Reno County Treasurer. The parties hereto are jointly and equally entitled to the assets of The Trust Fund.
- C. The Real Estate shall mean a 3.5 acre tract of land improved with a single story 15,000 square foot metal industrial building located on East Avenue G, Hutchinson, Kansas.
- D. Personal Property shall mean all tangible personal property purchased from assets of the THC Fund, The Trust Fund, and obtained from grants, whether prior to or subsequent to the effective date of this Contract, except for motor vehicles.
2. The parties agree that the THC Fund shall be managed by the City of Hutchinson. All expenditures from either the THC Fund or The Trust Fund are subject to the mutual agreement of the Reno County Sheriff and the City of Hutchinson Chief of Police, who may exercise their authority through a designated representative or representatives. In the event the DEU shall be disbanded as currently organized as a joint City/County function, the proceeds of the THC Fund and The Trust Fund shall be apportioned equally between the City and the County and shall be utilized for their separately operated law enforcement functions.
3. The parties hereto previously acquired the Real Estate and improvements described at paragraph 1 C. above with THC Funds.

The Real Estate shall be titled in the name of Reno County, however, the ownership, operation, maintenance and any future transfer or sale of the Real Estate shall be pursuant to the terms and conditions of this Contract.

4. The parties agree that the Real Estate shall be used exclusively for law enforcement purposes. A portion of the building located on the Real Estate is dedicated exclusively to the purposes and functions of the Drug Enforcement Unit. The remaining portion of the building is dedicated to such law enforcement functions and operations, and in such proportions, as the Reno County Sheriff and the Hutchinson Chief of Police shall mutually agree.
5. The costs of building maintenance and improvements, utilities, insurance and any other expense necessary for the preservation, operation and security of the building and of the premises shall be shared equally between the City and the County and paid from funds lawfully budgeted and available for such purposes.
6. All tangible personal property acquired from the THC Fund and The Trust Fund, except for motor vehicles, shall be owned by Reno County, which shall be responsible for insuring and maintaining such personal property. All such property shall be assigned to the Drug Enforcement Unit. The costs for insurance and maintenance for such personal property, as determined prudent and necessary by the Sheriff and the Chief of Police, shall be shared equally between the parties.
7. Motor vehicles acquired for Drug Enforcement Unit purposes from the THC Fund or The Trust Fund shall be titled in the name of the City and of the County respectively in equal numbers, unless otherwise agreed upon by the Sheriff and the Chief of Police. The party holding title to a Drug Enforcement Unit vehicle shall be solely responsible for the cost of maintenance and insurance with respect thereto.
8. In the event the Drug Enforcement Unit shall be disbanded as currently organized as a joint City/County function, the Sheriff and Chief of Police shall have the responsibility, exercised by mutual agreement, to allocate and assign the Personal Property and the motor vehicles in kind and in relatively equal shares (as to value) to the City and to the County. The Personal Property and/or motor vehicles may also be sold. The net proceeds of sale shall be returned to the THC Fund. Further, in the event the Drug Enforcement Unit is disbanded, or in the event the Chief of Police and the Sheriff mutually agree that the Real Estate should be sold, said Real Estate shall be sold under such terms and conditions as the Sheriff and the Chief of Police shall

agree, which said terms and conditions of sale shall be consistent with State law and the policies of the County and of the City.

9. Each party agrees to be responsible respectively for all pay and benefits, including retirement and worker's compensation, for the personnel it assigns to the Drug Enforcement Unit.
10. The Criminal Analyst position shall be a County employee, and the City and County shall share equally all payroll and employee benefits cost attributable to this position. The City agrees to provide all other services required by the Drug Enforcement Unit, excluding personnel payroll and benefits, and the County agrees to reimburse the City for one-half said expenses in excess of amounts provided by grant funds or by jointly seized assets.

SECTION FOUR. CIVILIAN EVIDENCE/PROPERTY CONTROL TECHNICIANS

The City agrees to pay the cost of the civilian evidence/property control technicians, and the County agrees to reimburse the City for one-half of said expenses.

SECTION FIVE. DURATION

This contract shall be for a one (1) year term concluding December 31, 2011 and supersedes City Contract No. 2006 C 017 dated February 7, 2006 and the Addendum to City Contract No. 2006 C 017 effective November 1, 2008. This contract shall automatically renew itself for like one-year terms, unless either party notifies the other in writing no later than August 1st of any year of its intent to terminate or modify the contract. This Contract also may be modified at any time upon the mutual agreement of the parties.

SECTION SIX. PAYMENTS AND ACCOUNTING

All payments due under this contract shall be paid within a reasonable time following billing therefore. The books and records of both parties shall be open to inspection during normal business hours.

SECTION SEVEN. CONTINGENCIES

All City/County programs are based on estimated budgeted figures and if unforeseen events occur, the figures may be adjusted, subject to both parties' consent.

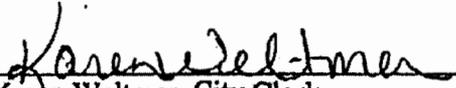
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

CITY OF HUTCHINSON, KANSAS

DATED: 2-01-11

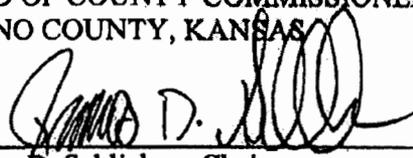

Cindy Proett, Mayor

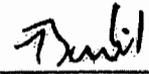
ATTEST:

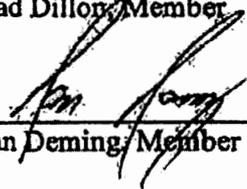

Karen Weltmer, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

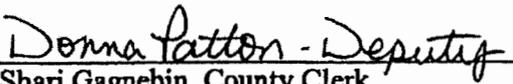
DATED: 2-01-11


James D. Schlickau, Chairman

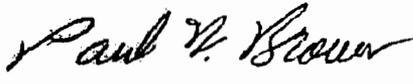

Brad Dillon, Member

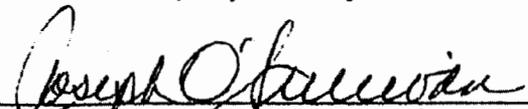

Dan Deming, Member

ATTEST:


Shari Gagnebin, County Clerk

REVIEWED AND APPROVED:


Paul W. Brown, City Attorney


Joseph O'Sullivan, County Counselor



CITY COUNCIL AGENDA REPORT

DATE: April 12, 2016

SUBMITTED BY: Amy Denker *AD*
Housing Program Coordinator

COUNCIL COMMUNICATION	
FOR MEETING OF	April 19, 2016
AGENDA ITEM	10b
FOR ACTION	✓
INFORMATION ONLY	

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

REQUEST: Request for approval to submit the 2016 Emergency Solutions Grant Application on behalf of Sexual Assault/Domestic Violence Center, Inc. to the Kansas Housing Resource Corporation for consideration and authorize the Mayor to sign grant application documents.

CITY COUNCIL ACTION REQUIRED:

Motion to (accept/not accept) the 2016 Emergency Solutions Grant (ESG) Application from the Sexual Assault/Domestic Violence Center, Inc. (SA/DVC) in the amount of \$45,000 and authorize the Mayor to sign grant application documents

BACKGROUND:

Since 1994, the City of Hutchinson has participated in grant programs serving the homeless and those threatened by homelessness in our community. These programs are offered by the Kansas Housing Resources Corporation (KHRC). The City serves as the grant administrator, with sub recipient agencies performing the services. One of these grants is the Emergency Solutions Grant.

SA/DVC has been a sub-recipient agency of the ESG grant for nearly 10 years. SA/DVC provides services to sexual assault and domestic violence survivors in Hutchinson. By providing a safe, violence-free environment, their clients are able to transition to healthy lives while being supported by SA/DVC staff's guidance and advocacy. SA/DVC makes available services to a population where aid is needed and added support insures the safety of residents.

FISCAL IMPACT:

No City funds will be expended in administering this grant. The City is eligible to receive 2.5% of the grant award in administrative costs. Matching funds as required by the grant are provided by the sub-recipient agency.

STAFF'S RECOMMENDATION:

Staff recommends approval of the 2016 Emergency Solutions Grant Application as submitted by Sexual Assault/Domestic Violence Center, Inc.

ATTACHMENTS:

- Exhibit 1: 2016 Emergency Solutions Grant Application
- Exhibit 2: Supporting Documentation

Exhibit 1:

2016 Emergency Solutions Grant Application

**2016
KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION**

Instructions: Please complete all sections of the KESG application.

SECTION I: SUB RECIPIENT APPLICANT INFORMATION (City, County)

Sub Recipient is responsible for the administration of the ESG and coordination of the ESG programs in the geographical jurisdiction.

A. APPLICANT INFORMATION

Sub Recipient City of Hutchinson

Authorized Representative Jana McCarron Title Director of Planning & Development

Address 125 E Avenue B; PO Box 1567 City Hutchinson

State KS Zip 67504-1567 Federal I.D. Number 48-6015517

Contact to whom questions about this application should be directed: Amy Denker, Housing Program Coordinator

Telephone (620) 694-2638 Fax (620) 694-2691

E-mail Address Amy.Denker@hutchgov.com

B. TOTAL ESG REQUEST (all applying agencies)

ESG Agency	Street Outreach	Shelter	Homeless Prevention	Rapid Re-Housing	HMIS	Totals
Sexual Assault/Domestic Violence Center, Inc.	\$ -	\$ 43,500	\$ -	\$ -	\$ 1,500	\$45,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Totals	\$ -	\$ 43,500	\$ -	\$ -	\$ 1,500	\$45,000

C. COUNTIES OF ESG SERVICES:

- | | |
|-----------------------------------|-------------------------------------|
| 1. <u>Reno County (SA/DVC)</u> | 4. <u>McPherson County (SA/DVC)</u> |
| 2. <u>Kingman County (SA/DVC)</u> | 5. <u>Marion County (SA/DVC)</u> |
| 3. <u>Rice County (SA/DVC)</u> | 6. <u>Harper County (SA/DVC)</u> |

D. PERFORMANCE OUTCOME MEASURES

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD’s outcome performance measurement system has three objectives and three outcomes which are listed below.

1. Select one of the following that best fits your project objective:

- Suitable living environment
- Decent affordable housing
- Creating economic opportunity

2. Select at least one of the following that describes the outcome your project will achieve:

(NOTE: Outcomes show how programs benefit a community or people served.)

- Availability/Accessibility (Applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low income persons by improving or providing new services, etc.)
- Affordability (This applies to making an activity more affordable for low income persons.)
- Sustainability (Using ESG resources in a targeted area to help make that area more viable or livable.)

3. Please describe the process to establish and select the above objectives and outcomes. (Must be included)

Sexual Assault/Domestic Violence Center, Inc. (SA/DVC) provides a safe and violence-free, suitable living environment for domestic violence and abuse survivors in our community. They provide their clients with numerous services, including housing & employment assistance and guidance and advocacy for transition into a healthy life. SA/DVC provides an increased availability of services in Hutchinson.

Certification: To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will ensure compliance with the ESG regulations of 24 CFR Part 576, 24 CFR 84 and 85, the ESG grant agreement and federal and state regulations if assistance is approved.

Signature of Authorized Official of Governing Body

Date

Title

SECTION II: ESG PROGRAM DESCRIPTION**EMERGENCY SOLUTIONS GRANTS (ESG)****CFDA Number: 14.231****Agency: Department of Housing and Urban Development****Office: Office of Community Planning and Development****(24 CFR Part 576 – Emergency Solutions Grants Program)****Objectives:**

The Emergency Solutions Grants Program (ESG) program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families and individuals from becoming homeless.

Eligibility Requirements:**Applicant Eligibility:**

Kansas Housing Resources Corporation (KHRC) as a State Recipient must sub grant all of their ESG funds (except for funds for administrative costs and, under certain conditions, HMIS costs) to units of general purpose local government and/or private nonprofit organizations. KHRC as recipient must consult with the Continuum(s) of Care operating within the jurisdiction in determining how to allocate ESG funds.

Beneficiary Eligibility:

The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the “homeless” definition under § 576.2. For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be “homeless” and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

Credentials/Documentation:

Recipients must certify they will meet program requirements and applicable federal requirements. Government recipients and sub recipients must comply with 24 CFR Part 84 and 85.

Regulations, Guidelines, and Literature:

The program regulations can be found at 24 CFR Part 576 as well as 24 CFR Part 84 and 85. Guidance on the program can be found at www.hudexchange.info/esg.

For 2015, the Kansas ESG grant period will be July 01, 2015 through June 30, 2016, twelve (12) months.

Note: This application may be modified at any time with written notice or publication of the specifics to be changed.

SECTION III: ESG PROGRAM COMPONENTS AND ELIGIBLE ACTIVITIES

Emergency Solution Grant Funding can be used for five program activities: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

A) **Street Outreach** – Funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

B) **Emergency Shelter** – Funds may be used for costs of providing essential services to families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Eligible Activities:

C) **Homeless Prevention** – Funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter and prevent incidences of homelessness.

D) **Rapid Re-Housing** – ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

E) **HMIS** – ESG funds may be used to pay the costs of contributing to the HMIS designated by the Continuum of Care for the area including the costs of purchasing hardware, software licenses or equipment, obtaining technical support, completing data entry and analysis, monitoring and reviewing data quality, training, reporting, and coordinating and integrating the system.

Assistance to Eligible Persons/Households funded through the Emergency Solutions Grant cannot exceed 24 months of rental assistance, 24 months of utility payment assistance or 6 months of arrears (utility/rent) during any three year period. Evaluation and documentation of client eligibility for financial assistance shall be reassessed at least every three months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance (576.401 (b)) to insure that they meet the eligibility criteria, review program and appropriateness standards and to re-evaluate the continuation of services.

F) **ADMINISTRATION** - KHRC as the recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under ESG, because those costs are eligible as part of those activities. As such KHRC will provide 2.5% of ESG awarded funds as administrative costs to all ESG Sub recipients. (576.108. (4) (B))

SECTION IV: ESG APPLICATION (completed by each agency providing ESG services)

A) SUB RECIPIENT AGENCY

Sub recipient agency is required to be an existing Emergency Shelter, Homeless Services Provider or Other Program that provides services to homeless clients. It is also required to be a Local Government or nonprofit 501 (c) (3).

Agency's Legal Name: Sexual Assault/Domestic Violence Center, Inc. Federal ID#: 48-0936478

Street/P.O. Box: 335 N Washington, Ste. 240

City: Hutchinson State: KS Zip: 67501 County: Reno

Chief Executive Officer: Lisa Hayes, Interim Executive Director CEO Email: lhayes@nbc.kscoxmail.com

Chief Financial Officer: Brent Knoche CFO Email: brentk@lvpf-cpa.com

ESG Contact Person: (name and title): Lisa Hayes, Interim Executive Director

Email of ESG Contact Person: lhayes@nbc.kscoxmail.com

Alternate ESG Contact Person: (Name and Title): Chere Jurgens, Shelter Manager

Alternate Email of ESG Contact Person: cjurgens@nbc.kscoxmail.com

B. AGENCY TYPE:

Emergency Shelter – temporary stay

Homeless Services Provider

Other (Provide Description) _____

Please identify the **primary at risk** homeless category the program will serve. Please check the appropriate categories below:

Chronically homeless Persons or families

HIV/AIDS

Elderly

Veterans

Mental Health

Youth

Domestic Violence Victims

Substance abuse

Other _____

C. PROGRAM PARTNERSHIPS

Please identify and describe all partnerships with other agencies related to service delivery to your identified program beneficiaries needs. Agency contact (name of person, email and phone) information must be included.

- **Department for Children and Families (DCF):** Partner on advocacy, information, and referrals for economic and employment services, children support services, prevention and protection services, and rehabilitation services. Randy Lind; 620-663-5731
- **Prairie Independent Living Resource Center:** Partner on advocacy, information, and referrals for people with disabilities. Chris Owens; 620-663-3989; cowens@pilr.org
- **New Beginnings:** Partner on housing and homelessness issues. Shara Gonzales; 620-663-2200; shara@newbeginnings-inc.org
- **Salvation Army:** Partner on various resources. Major James Mungai; 620-663-3353; james_mungai@usc.salvationarmy.org
- **Interfaith Housing:** Partner on housing needs. John Scott; 620-662-8370; johns@ihs-housing.org
- **First Call for Help:** Partner on various resources. Kathaleen Davis; 620-669-0150; firstcallreno@gmail.com
- **Boys and Girls Club:** Partner on referrals for after school and summer children's programs, including waiver of fees. Kim Byward, 620-665-7171
- **Communities That Care:** Partner on prevention services and youth leadership services. Sondra Borth; 620-665-4419
- **PrairieStar Community Health Center:** Partner on mental, physical, and dental care services. This is a health center. SA/DVC does not have one particular point of contact for the center. 620-663-8484
- **Kansas Coalition Against Sexual and Domestic Violence:** Partner on training, technical assistance, and core advocacy services. Joyce Grover; 785-232-9784; joyceg@kcsdv.org
- **Reno County United Way:** Partner on various resources. Recipient of Reno County United Way funds. Tona Turner; 620-669-9329; tturner@unitedwayofrenocounty.org
- **McPherson United Way:** Partner on various resources. Recipient of McPherson County United Way funds. Anne Kirchner; 620-241-5152; uwmc@unitedwaymcpherson.org
- **Rice County United Way:** Partner on various resources. Recipient of Rice County United Way funds. Shawna Watkins; 620-257-3272; swatkins@nbc.kscocxmail.com

D. PROPOSED PROJECT ACCOMPLISHMENTS

Please list expected program accomplishment(s) if funding is awarded:

(Accomplishments must be described in terms of households served, people served, etc.)

- Provide emergency shelter for 130 victims of domestic violence/sexual assault who have safety issues
- Provide safety planning for 130 residents
- Provide community resource information and referrals to 130 shelter residents
- Assist with housing/job searches/budgeting issues for 90 adult residents to improve self-sufficiency and economic stability
- Provide 5,850 meals to 130 shelter clients
- Provide 1,950 bed nights to 130 shelter clients

PROPOSED ACCOMPLISHMENTS:

Total number of households to be served: 90

Total unduplicated individuals to be served: 130

Indicate the number of unduplicated adults to be served: 90

Indicate the number of unduplicated children to be served: 40

E. Attach 501 (C) 3 status letter (must be IRS letter) (att. 1)

F. Attach Certificate of Good Standing (must be copy of current certificate from Kansas Secretary of State) (att. 2)

G. Attach Certification of Local Unit of Government approval Statement and Signature Form. (att. 3)

Agency Certification: To the best of my knowledge and belief, the data in this agency's portion of this ESG application are true and correct.

Lisa Hayes
Signature

4-12-2016
Date

EXECUTIVE DIRECTOR INTERIM
Title

SECTION V: ESG ACTIVITY FUNDING

Please provide details on EACH activity your agency will provide if funded.

A. Street Outreach

Street Outreach	Amount Requested
Engagement Activities	
Case Management	
Emergency Health Services	
Emergency Mental Health Services	
Transportation	
TOTAL	

Street Outreach: Please provide a detailed description of your program and service delivery.

B. Emergency Shelter

Emergency Shelter	Amount Requested
Essential Services	\$20,500.00
Renovation Activities	7,000.00
Shelter Operations	15,000.00
Vouchers (Hotel or Motel where ES unavailable)	1,000.00
TOTAL	\$43,500.00

Emergency Shelter: Please provide a *detailed description* of your program and service delivery

SA/DVC will provide safe, emergency shelter to victims of sexual and domestic violence. The SA/DVC shelter is a safe, secure living environment that is staffed 24 hours a day. Basic living needs will be provided for residents, as well as essential services. Essential services will be provided by highly trained staff and volunteers. These services include personal advocacy (assistance with relocation, housing, resources and referrals, and other things that help toward rebuilding lives and self-sufficiency); medical advocacy; court advocacy; law enforcement advocacy; supportive counseling; support groups; parent and child advocacy; and child/youth advocacy.

Renovation activities will include repairing the outside accessible ramp, the privacy fence, and the front entry way steps, as well as other renovations deemed necessary. The fence, ramp and steps are in poor condition and need repairs. Estimated cost is \$7,000.00 in repair.

Shelter operations includes security system maintenance, fire system maintenance, utility cost (gas, electric, and water), garbage removal, snow removal, lawn maintenance, cell phones for staff, land/fax lines for shelter and internet access, office supplies, food, computer supplies/IT services, insurance, furnishings and replacement, equipment replacement and other supplies necessary to operate the shelter.

Vouchers includes \$1,000.00 for approximately 10 nights of hotel vouchers for those unable to access shelter (men, or persons from outlying areas).

C. Homeless Prevention

Homeless Prevention	Amount Requested
Rental Assistance (Short-Term / Medium-Term)	
Utility Assistance	
Rental Arrears (up to 2 months)	
Security Deposits (up to 2 months)	
Moving Costs	
Services Costs	

Homeless Prevention: Please provide a *detailed description* of your program and service delivery

D. Rapid Re-Housing

Rapid Re-Housing	Amount Requested
Rental Assistance (Short-Term / Medium-Term)	
Utility Assistance	
Rental Arrears (up to 2 months)	
Security Deposits (up to 2 months)	
Moving Costs	
Services Costs	

Rapid Re-Housing: Please provide a detailed description of your program and service delivery

E. HMIS

HMIS	Amount Requested
Hardware / Software	
Equipment Costs	
Data Entry / Analysis	\$1,500.00
Data Quality	
Training	
Reporting	
TOTAL	\$1,500.00

HMIS: Please provide a *detailed description* of your program and service delivery

Funds will be used for the SADVC Shelter Manager to verify program eligibility, enter data, analyze data, monitor completion of applications, prepare required reports, train staff on appropriate data collection/entry, and verify continued eligibility of receiving funds.

F. MATCH REQUIREMENTS

ESG requires a 100% match. The sub recipient must make matching contributions to supplement the ESG program in an amount that equals the amount of ESG funds provided by KHRC. The sub recipient must identify the source of match at the time of applying for ESG.

Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a federal source of funds:

- The sub recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- If ESG funds are used to satisfy the matching requirements of another federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

Please identify the sources and amounts of proposed matching funds:

1. SA/DVC Safe Shelter \$ 56,560.00
2. \$
3. \$

If matching funds will be provided through in-kind services, please describe the source and amounts of proposed in-kind matching funds below:

Description and value of Donated Building

Shelter – Reno County Appraised Value \$ 56,560.00 (see attachment 13)

Description and value of Donated Materials

\$

Description and value of any Lease on Building

\$

Salary paid to staff of the grantee or fees paid to a nonprofit recipient (as appropriate) in carrying out the ESG program.

\$

Time and Services contributed by volunteers to carry out the ESG Program, must be determined at the rate consistent with those ordinarily paid by other employers for similar work in the same labor market.

\$

Total Match amount:

\$ 56,560.00

SECTION VI: AGENCY CAPACITY

A. How long has your organization served homeless populations?

- 10 or more years**
 5-9 years
 Less than 5 years

B. Is your organization an active member of any of the following? Please check those that apply.

- Balance of State Continuum of Care
 Regional/Local Planning Meetings
 State/Local Consolidated Plan Process
 Regional/Local Homeless Committees

C. How does sub recipient agency staff participate in these meetings/groups? Please describe level of involvement.

SA/DVC is an accredited member program of the Kansas Coalition Against Sexual and Domestic Violence (KCSDV). SA/DVC regularly attends quarterly meetings and other events by KCSDV. SA/DVC also participates in community meetings that address sexual assault and domestic violence. SA/DVC provides information and participates in the Point in Time Count and the Housing Inventory Count as part of the Continuum of Care. SA/DVC also participates in meetings and trainings with the Kansas Housing Resource Corporation.

1. **Please provide documentation of membership to organizations (letter signed by organization chair). (att. 4)**

D. Briefly describe the organization's board of director's fiscal oversight committee. How many members does it have, how often does it meet, and what are its responsibilities? Are there policies and procedures? If so, what entity is responsible for oversight?

The SA/DVC Board of Directors currently consists of six active members and is recruiting new membership. The Board is highly committed, meets monthly, and provides oversight of fiscal matters, agency policies and procedures, and the Executive Director.

1. **Attach List of Board Members for sub recipient agency (att. 5)**
2. **Attach a Organization Chart of sub recipient agency (att. 6)**

E. What type of financial management system does the organization have? Describe the organization's system of checks and balances in its fiscal management. What is the division of responsibilities to ensure good fiscal oversight? Explain who maintains the organization's accounting records and if there is a software system utilized, please be specific as to the type and capabilities of the software or accounting system.

Day to day management of the administrative and fiscal affairs of SA/DVC is delegated to the Executive Director and reviewed monthly by the Board of Directors. Accounting and fiscal management is staffed by a minimum of two (2) people: the Board Treasurer and the Executive Director. The audited financial statements follow accounting practices established by the Generally Accepted Accounting Principle (GAAP) and the guidelines set forth by the Office of Management and Budget for non-profit organizations. The organization keeps correct, complete books and records of

accounts. SA/DVC keeps a separate set of records for each program or funding source that requires documentation of income and expense. The accounting system is on an accrual basis. SA/DVC's accounting records are maintained in the main SA/DVC office. SA/DVC's accounting system (QuickBooks for Non-Profits) is computerized and includes: A general ledger and all subsidiary ledgers, to include: cash receipts journal, disbursement journal, general journal, and all accounting transactions; Expenses disbursed based on funding sources; A payroll module that includes employee information, payroll register, and all payroll reports; and Reports and financial management modules. The entries recorded in the above accounting modules are posted using a real-time method. Financial statements, internal financial reports, and financial reports to funding agencies are prepared using the data compiled from all accounting modules. QuickBooks is accessible by the SA/DVC accountant and Executive Director. Back-ups of the software are also maintained.

1. Attach a copy of the agency's most recent audit. (att. 7)

2. Attach a completed W-9 Form for Sub recipient. (att. 8)

F. Does your agency have pending civil or criminal proceedings filed or being processed currently or have such been processed over the past three years? If the answer is "yes" an explanation must be provided with official documentation or court record that demonstrates the status of the issue.

No. SA/DVC does not have pending civil or criminal proceedings.

G. Provide an address and physical description of the shelter and/or service delivery site.
Domestic Violence providers provide only physical description.

The SA/DVC safe shelter is a 2-story house that accommodates 24 women and children. The shelter is accessible. It has 8 bedrooms, an office for staff, living room, dining room, kitchen, playroom, computer and resident locker area, food pantry, 2 full bathrooms, and fenced playground outside. The safe shelter is staffed 24/7 and has a security system. The back yard has a privacy fence for confidentiality.

H. Explain how agency will identify and document homeless status of a client.

Residents enter for safety reasons (fleeing DV/SA) evidenced by a risk assessment and face-to-face interviews by victim advocates/volunteers trained in providing essential advocacy services. The Shelter Manager has been with the agency almost 15 years and will provide oversight in identifying and documenting homeless status of clients served.

I. Are there any current HUD findings against the agency? If yes, please explain.

No. There are no current HUD findings against SA/DVC.

J. Attach a copy of the program rules and policies. (att. 9)

K. Attach a copy of program termination / grievance policy and procedures. (att. 10)

Exhibit 2:
Supporting Documentation

Application Attachments:

Attachment 1: 501 (c) (3) Status

Attachment 2: Certificate of Good Standing

Attachment 3: Certification of Local Unit of Government Approval
Statement and Signature Form

Attachment 4: Documentation of Membership to Organizations

Attachment 5: List of Board Members

Attachment 6: Organization Chart

Attachment 7: Most Recent Audit

Attachment 8: W-9 Form

Attachment 9: Copy of Program Rules and Policies

Attachment 10: Copy of Program Termination Policy and Procedures

Attachment 11: Written Standards Certification

Attachment 12: Performance Outcomes Certification

Attachment 13: Reno County Property Appraisal for Shelter

Attachment 14: Certification Regarding Lobbying

Attachment 15: Statement Regarding Discrimination

Attachment 16: Statement Assuring Compliance with Applicable
Environmental Regulations

Attachment 1: 501 (c) (3) Status

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date May 22 1997

Sexual Assault Domestic Violence Center
of Reno County Inc.
One E. Ninth
Hutchinson, KS 67501

Person to Contact:
D. A. Downing
Telephone Number:
513-241-5199
Fax Number
513-684-5936
Federal Identification Number:
48-0936478

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in July of 1982, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) & 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Sexual Assault Domestic Violence Center of Reno County Inc.
48-0936478

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

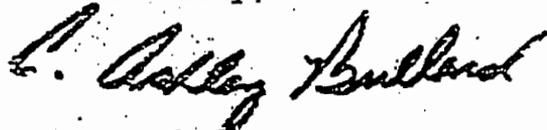
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

Please direct any questions to the person identified in the letterhead above.

This letter affirms your organization's exempt status.

Sincerely,



C. Ashley Bullard
District Director

Attachment 2: Certificate of Good Standing

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 0726703

Entity Name: SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC.

Entity Type: DOM:NOT FOR PROFIT CORPORATION

State of Organization: KS

Resident Agent: Camille Wuthnow

Registered Office: 335 N Washington Ste 240, HUTCHINSON, KS 67501

was filed in this office on December 16, 1981, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of March 30, 2016

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 784566 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

**Attachment 3: Certification of Local Unit of
Government approval Statement and
Signature Form**

**Attachment 4: Documentation of membership
to organizations**



634 SW Harrison
Topeka, KS 66603
785-232-9784
FAX 785-266-1874

coalition@kcsdv.org
facebook.com/KCSDV
kcsdv.org

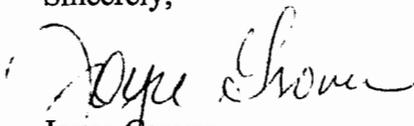
March 24, 2016

The Kansas Coalition Against Sexual and Domestic Violence (KCSDV), founded in 1982, is a membership organization of domestic violence and sexual assault programs located across the state. Each program has a representative on the Program Council, which serves as an important networking and advisory body to the work of KCSDV as well as the other advocacy programs in Kansas.

Sexual Assault/Domestic Violence Center is an active member of KCSDV and serves on the Program Council. A representative from Sexual Assault/Domestic Violence Center regularly attends quarterly Program Council meetings and other events and fully participates in the work of KCSDV, including actively serving on committees.

Sexual Assault/Domestic Violence Center is participating in the KCSDV accreditation process. This accreditation process aims to evaluate and assist programs in meeting the core service standards for sexual assault and domestic violence programming in Kansas.

Sincerely,



Joyce Grover
Executive Director

**Attachment 5: List of Board Members for Sub
recipient**

SA/DVC BOARD OF DIRECTORS 2015-2016

NAME	WORK	HOME
Melinda Young (2013-2016) President	Bretz & Young 1227 N. Main Hutchinson, KS 67501 (620) 314-9205	2703 Heather Pkwy Hutchinson, KS 67502 (620) 314-9205 melinda@byinjurylaw.com
Chelsea Nitzsche-Penner (2014-2016) Vice President	Coldwell Banker Americana 107 E. 30th Hutchinson, KS 67502 (620) 960-7371	423 E. 14th Hutchinson, KS 67501 (620) 960-7371 Chelsea@coldwellbanker.com
Mark Thompson (2014-2017) Secretary	South Hutchinson Police Department Captain SHPD 10 E. Blanchard Ave. South Hutchinson, KS 67505 (620) 200-0593	4214 Brigadune Dr. Hutchinson KS 67502 (620) 200-0593 markt@southhutchpd.com
Brent Knoche (2013-2016) Treasurer	Lindburg, Vogel, Pierce, Faris Chartered CPA 2301 N. Halstead Hutchinson, KS 67502 (620) 669-0461 brentk@lvpf-cpa.com	3 Mark Lane Hutchinson, KS 67501 (913) 961-3097 (Cell) (620) 662-2971 brentk22@yahoo.com
Denise McCue (2014-2017) Member	City of South Hutchinson, City Clerk 2 S. Main South Hutchinson, KS 67505 (620) 663-7104	319 E. 8th Hutchinson, KS 67502 (620) 960-2413 (620) 960-2413 (cell) denisem@southhutch.com
Aimee Woods (2015-2018)	Central Bank & Trust 624 E. 30th Hutchinson, KS 67502 (620) 663-0680 Ext. 1410	1508 N. Jackson Hutchinson, KS 67501 (620) 664-3918 aimee_linn@hotmail.com
Lisa Hayes Interim Executive Director	Sexual Assault Domestic Violence Center 335 N Washington Ste. 240 Hutchinson, KS 67501 620-665-3630 lhayes@nbc.kscoxmail.com	7903 Weems Rd Hutchinson KS 67502 620-560-9261

**Attachment 6: Organization Chart of Sub
recipient**



**Attachment 7: Most recent audit for Sub
recipient**

**SEXUAL ASSAULT/DOMESTIC VIOLENCE
CENTER, INC.**

Financial Statements

September 30, 2014 and 2013

Together With Independent Auditor's Report

**David A. O'Dell CPA, LLC
McPherson, Kansas**



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Independent Auditor's Report	1
Statement of Financial Position	2
Statement of Activities	3-4
Statement of Cash Flows	5
Notes to Financial Statements	6-9



McPherson Opera House
223 1/2 S. Main St., Level 3
Post Office Box 1032
McPherson, KS 67460



David A. O'Dell
CERTIFIED PUBLIC ACCOUNTANT, LLC

Phone 620.241.0111
FAX 620.241.3927
EMAIL david@cpa7.com
WEB www.cpa7.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Sexual Assault/Domestic Violence Center, Inc.

We have audited the accompanying financial statements of Sexual Assault/Domestic Violence Center, Inc., which comprise the statements of financial position as of September 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sexual Assault/Domestic Violence Center, Inc. as of September 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

David A. O'Dell CPA, LLC

McPherson, KS

February 28, 2015

SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC.
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30,

	<u>2014</u>	<u>2013</u>
Assets		
Current Assets:		
Cash and cash equivalents	\$ 4,433	\$ 7,803
Cash and cash equivalents-restricted	36,215	32,737
Cash and cash equivalents-temporarily restricted	27,258	19,840
Grants receivable	134,565	92,876
Employee advances	1,000	829
Prepaid expenses	1,256	-
Due from IRS	13,542	-
Total current assets	<u>218,269</u>	<u>154,085</u>
Property and Equipment:		
Land and buildings	103,131	85,009
Furniture and fixtures	11,309	9,680
Equipment	33,281	33,282
	<u>147,721</u>	<u>127,970</u>
Less accumulated depreciation	106,621	100,724
Total property and equipment	<u>41,100</u>	<u>27,247</u>
Total assets	<u>\$ 259,370</u>	<u>\$ 181,332</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 15,603	\$ 9,096
Note payable- line of credit	10,000	34,000
Deferred revenue - grants	-	5,508
Accrued wages, including sick leave and vacation	46,065	50,537
Checks written in excess of cash balance	1,968	-
Total current liabilities	<u>73,636</u>	<u>99,141</u>
Net Assets:		
Unrestricted	122,261	29,614
Temporarily restricted	27,258	19,840
Permanently restricted	36,215	32,737
	<u>185,734</u>	<u>82,191</u>
Total net assets	<u>185,734</u>	<u>82,191</u>
Total liabilities and net assets	<u>\$ 259,370</u>	<u>\$ 181,332</u>

The accompanying notes are an integral part of the financial statements.

SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC.
STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Support and Revenues:				
Grants - public and private	\$ 450,402	\$ 11,075	\$ -	\$ 461,477
Contributions-cash	28,819			28,819
Contributions-in-kind	22,569			22,569
United Way	73,633			73,633
Counties Support	23,500			23,500
Special events	32,648			32,648
Interest income	38		368	406
Unrealized gain (loss) on change in investments	357		3,474	3,831
Other income	19,939			19,939
Total Support and Revenue	<u>651,905</u>	<u>11,075</u>	<u>3,842</u>	<u>666,822</u>
Expenses:				
Salaries and wages	320,233			320,233
Volunteer and donations in-kind	22,569			22,569
Employee benefits	43,906	3,657		47,563
Rent	29,687			29,687
Communication	15,412			15,412
Payroll taxes	24,462			24,462
Travel and transportation	6,171			6,171
Supplies	15,350			15,350
Depreciation	5,897			5,897
Client assistance	3,105			3,105
Training	7,133			7,133
Utilities	8,719			8,719
Professional fees and memberships	26,961			26,961
Special events	4,459			4,459
Insurance	7,863			7,863
Repairs, maintenance and small tools	3,967			3,967
Printing	4,030			4,030
Postage	901			901
Meetings	1,766			1,766
Advertising	3,508			3,508
Interest expense	1,270			1,270
Other expenses	1,888		365	2,253
Total Expenses	<u>559,257</u>	<u>3,657</u>	<u>365</u>	<u>563,279</u>
Increase (decrease) in net assets	92,647	7,418	3,478	103,543
Net assets, beginning of year	<u>29,614</u>	<u>19,840</u>	<u>32,737</u>	<u>82,191</u>
Net assets, end of year	<u>\$ 122,261</u>	<u>\$ 27,258</u>	<u>\$ 36,215</u>	<u>\$ 185,734</u>

The accompanying notes are an integral part of the financial statements.

SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC.
STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Support and Revenues:				
Grants - public and private	\$ 406,773	\$ 4,377	\$ -	\$ 411,150
Contributions-cash	39,010			39,010
Contributions-in-kind	44,844			44,844
United Way	72,231			72,231
Counties Support	15,000			15,000
Special events	25,916			25,916
Interest income	128		701	829
Unrealized gain (loss) on change in investments	440		3,073	3,513
Other income	10,281			10,281
Total Support and Revenue	<u>614,623</u>	<u>4,377</u>	<u>3,774</u>	<u>622,774</u>
Expenses:				
Salaries and wages	331,095		1,678	332,773
Volunteer and donations in-kind	44,844			44,844
Employee benefits	42,141	9,293		51,434
Rent	35,910			35,910
Communication	17,418			17,418
Payroll taxes	25,202			25,202
Travel and transportation	8,015			8,015
Supplies	10,981			10,981
Depreciation	6,678			6,678
Client assistance	4,780			4,780
Training	4,815			4,815
Utilities	8,320			8,320
Professional fees and memberships	23,688			23,688
Special events	4,072			4,072
Insurance	6,173			6,173
Repairs, maintenance and small tools	3,325			3,325
Printing	6,909			6,909
Postage	1,102			1,102
Meetings	1,506			1,506
Advertising	4,760			4,760
Interest expense	1,143			1,143
Other expenses	1,145		344	1,489
Total Expenses	<u>594,022</u>	<u>9,293</u>	<u>2,022</u>	<u>605,337</u>
Increase (decrease) in net assets	20,601	(4,916)	1,752	17,437
Net assets, beginning of year	<u>9,013</u>	<u>24,756</u>	<u>30,985</u>	<u>64,754</u>
Net assets, end of year	<u>\$ 29,614</u>	<u>\$ 19,840</u>	<u>\$ 32,737</u>	<u>\$ 82,191</u>

The accompanying notes are an integral part of the financial statements.

SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30,

	<u>2014</u>	<u>2013</u>
Cash Flows from Operating Activities:		
Increase (decrease) in net assets	\$ 103,543	\$ 17,437
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Other adjustment to net assets		
Depreciation	5,897	6,678
Loss on disposal of property and equipment	-	(1,773)
(Increase) decrease in grants receivable	(41,689)	(13,598)
(Increase) decrease in employee advances	(171)	(829)
(Increase) decrease in prepaid expenses	(1,256)	132
Increase (decrease) in accounts payable	6,507	(755)
Increase (decrease) in accrued wages	(4,472)	(2,251)
Increase (decrease) in deferred revenue - grants	(5,508)	5,508
(Increase) decrease in restricted cash	(3,478)	(1,752)
(Increase) decrease in temporarily restricted cash	(7,418)	4,916
(Increase) decrease in due from IRS	(13,542)	-
Increase (decrease) in checks written in excess of cash	1,968	
Net cash provided (used) by operating activities	<u>40,381</u>	<u>13,714</u>
Cash Flows from Investing Activities:		
Purchases of property and equipment	(19,751)	(7,075)
Proceeds from disposal of property and equipment	-	3,508
Net cash provided (used) by Investing activities	<u>(19,751)</u>	<u>(3,567)</u>
Cash Flows from Financing Activities:		
Proceeds (payments) of note payable - line of credit	(24,000)	(1,000)
Net cash provided (used) by financing activities	<u>(24,000)</u>	<u>(1,000)</u>
Net Increase (decrease) in cash	(3,370)	9,147
Cash, beginning of year	<u>7,803</u>	<u>(1,344)</u>
Cash, end of year	<u>\$ 4,433</u>	<u>\$ 7,803</u>

The accompanying notes are an integral part of the financial statements.

Sexual Assault/Domestic Violence Crisis Center, Inc.
NOTES TO FINANCIAL STATEMENTS
September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Business Activity

Sexual Assault/Domestic Violence Crisis Center, Inc. is a nonprofit corporation whose purpose is to serve victims of violence in Reno, McPherson, Rice, Kingman, Harper and Marion Counties. The areas of emphasis include child abuse, sexual assault, and battered person.

B. Basis of Accounting

The Crisis Center's policy is to prepare its financial statements on the accrual basis of accounting.

C. Basis of Presentation

The financial statements have been prepared on the basis of generally accepted accounting principles published by the American Institute of Certified Public Accountants. The statements have been prepared to focus on the company as a whole.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

Unrestricted net assets—Net assets not subject to donor-imposed restrictions. As reflected in the accompanying Statements of Financial Position, the Crisis Center's Board of Directors has designated a portion of unrestricted net assets as a board designated fund.

Temporarily restricted net assets—Net assets subject to donor-imposed stipulations that will be met by the association and/or the passage of time.

Permanently restricted net assets—Net assets subject to donor-imposed stipulations that they be maintained permanently by the association.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law.

All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

D. Tax Exempt Status

No provision for income taxes is made in the financial statements because the Crisis Center is a non-profit corporation exempt from income tax under section 501(c)(3) of the Internal Revenue Code.

E. Concentration of Business and Credit Risk

The Crisis Center relies on grants and contributions to operate. The granting agencies and contributors are in the geographical boundaries of the State of Kansas. The complete reliance on that income subjects the Center to concentrations of business risk.

F. Functional Expenses

Functional expenses have been allocated between the different Program Services and Supporting Services based on an analysis of personnel time and space utilized for the related activities.

G. Contributions

The Crisis Center accounts for contributions in accordance with the recommendations of the Financial Accounting Standards Board in SFAS N. 116, Accounting for Contributions Received and Contributions Made. In accordance with SFAS No. 116, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and other changes in net assets as net assets are released from restrictions.

H. Donated Materials, Facilities, and Services

Significant services, materials and facilities are recorded at fair market value at the date of the donation.

I. Property and Equipment

Property is stated at cost or, if donated, at the approximate fair market value at the date of donation. Depreciation is provided by the straight-line method over the estimated useful lives of the assets. Repairs, maintenance, and minor renewals are charged to operations when incurred.

J. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

K. Advertising Costs

Advertising costs are expensed as incurred.

L. Subsequent Events

Subsequent events have been evaluated through February 28, 2015, which is the date the financial statements were issued.

2. DESIGNATIONS ON NET ASSETS

Designations are voluntary board-approved segregation of unrestricted net assets for specific purposes, projects, or investments. Since designations are voluntary and may be reversed by the governing board at any time, designated portions of net assets are not considered restricted.

3. FUNDS ON DEPOSIT WITH HUTCHINSON COMMUNITY FOUNDATION

The Sexual Assault/Domestic Violence Center, Inc. has two component funds with Hutchinson Community Foundation. The funds were created by the Sexual Assault/Domestic Violence Center, Inc. with the Hutchinson Community Foundation subject to the provisions contained within the agreements dated March 17, 2000. One of the provisions in these agreements, the variance power, concerns the power to vary the terms of the agreements. As of September 30, 2014, the balances in the accounts were \$4,411 and \$36,215. As of September 30, 2013, the balances were \$6,471 and

\$32,737.

The Board of Directors of the Hutchinson Community Foundation shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to a specified organization if, in the sole judgment of the board, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served.

4. BUILDING LEASE

On October 24, 2011, the organization entered into a lease agreement for monthly payments of \$2,010 (annual \$24,120) through October 31, 2016 for its administrative offices in Hutchinson, KS. Monthly payments at fiscal year end September 30, 2014 and 2013 were \$2,010 and \$2,010.

Offices in Lyons, Kingman, and McPherson, KS are leased at a monthly rate of \$200, \$200, and \$205, respectively (annual rates of \$2,400, \$2,400 and \$2,460).

Total rental expense in 2014 and 2013 for the office space was \$29,687 and \$35,910. The future minimum lease payments under these leases as of September 30, 2014 are as follows:

<u>Year</u>	<u>Amount</u>
2015	\$ 24,120
2016	24,120
2017	2,010
	<u>\$ 50,250</u>

5. CAPITAL STOCK

This organization is a non-profit corporation which does not have authority to issue capital stock.

6. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

U.S. GAAP defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in Sexual Assault/Domestic Violence Center's principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. U.S. GAAP establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs shall reflect the reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy

Assets and Liabilities Measured on a Recurring Basis: Assets and liabilities measured at fair value on a recurring basis at September 30, 2014 are summarized below

<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
----------------	----------------	----------------	--------------

Assets:					
Hutchinson Community Foundation	\$	-	\$	40,626	\$ - \$ 40,626
Total Investments	\$	-	\$	40,626	\$ - \$ 40,626

Assets and Liabilities Measured on a Recurring Basis: Assets and liabilities measured at fair value on a recurring basis at September 30, 2013 are summarized below

	Level 1	Level 2	Level 3	Total
Assets:				
Hutchinson Community Foundation	\$ -	\$ 39,208	\$ -	\$ 39,208
Total Investments	\$ -	\$ 39,208	\$ -	\$ 39,208

Inputs and Valuation Techniques: Equity securities are readily marketable and their fair values are determined by obtaining quoted prices on nationally recognized securities exchanges (Level 1 inputs).

The fair values of the funds held by the Hutchinson Community Foundation are determined on a quarterly basis. The fair value of funds held in these foundations are based upon the underlying foundation net asset values assets at September 30. This valuation method represents Sexual Assaults/Domestic Violence Center's share of the fair value of the underlying assets determined by using observable market inputs from holdings in marketable securities listed on national securities exchanges owned by the foundations. These values represent publicly traded values, and holdings in alternative investments, valued using the mark-to-market method which attempts to apply a fair value standard by referring to meaningful third-party transactions, comparable public market valuations, appraisals and / or the income approach. The managers utilize standard valuation procedures and policies to assess the fair value of the underlying investment holdings to derive net asset value (NAV). (Level 2 inputs).

Withdrawal from the foundation funds are allowable with prior written notice based upon the terms and provisions of the Hutchinson Community Foundation operating agreement.

The underlying holdings of the Hutchinson Community Foundation consisted of the following types of investments:

	12/31/2013 Hutchinson Community Foundation
Savings and Temporary cash Inv	0.78%
Publically traded securities	99.20%
Other assets	0.02%
	<u>100.00%</u>

The Hutchinson Community Foundation (HCF) is invested in primarily publicly traded securities. The measure of risk in this investment pool is significant to the overall investment portfolio of Sexual Assaults/Domestic Violence Center as HCF represents 100% of the organizations investment portfolio leaving the investment subject to significant market fluctuations.

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**COMMUNICATION OF SIGNIFICANT DEFICIENCIES AND
MATERIAL WEAKNESSES**

To the Board of Directors of
Sexual Assault/Domestic Violence Center, Inc.

In planning and performing our audit of the financial statements of Sexual Assault/Domestic Violence Center, Inc. as of and for the year ended September 30, 2014 and 2013, in accordance with auditing standards generally accepted in the United States of America, we considered Sexual Assault/Domestic Violence Center, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the organization's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiencies in Sexual Assault/Domestic Violence Center, Inc.'s internal control to be material weaknesses:

As of September 30, 2014: The Crisis Center does not have enough administrative and accounting personnel to have a complete segregation of duties required for the ideal internal control system. However, management has segregated several critical areas.

As of September 30, 2013: The Crisis Center does not have enough administrative and accounting personnel to have a complete segregation of duties required for the ideal internal control system. However, management has segregated several critical areas.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in Sexual Assault/Domestic Violence Center, Inc.'s internal control to be significant deficiencies:

Purchase Orders: The organization does not use pre-numbered purchase orders. Failure to use these could create a situation where the organization does not know what outstanding orders it has for merchandise. Individuals in the payables function should be independent of purchasing, receiving, disbursing, inventory and general ledger functions. The organization is unable to separate these duties because of limited staffing. Failure to adequately segregate these functions could allow an individual to generate an unauthorized purchase and allow the purchase to go undetected.

During our audit, we became aware of several matters that, while not involving material weaknesses in internal control, are opportunities for strengthening internal controls and operating efficiency. These are as follows:

1. The board of directors should continue to document annually in the minutes that the board reaffirms the following policies:
 - a. Political activities
 - b. No loans from/to related parties
 - c. Affirmative action
 - d. Drug free workplace
2. The board of directors must continue to document the following actions in the minutes, the following:
 - a. Approval of the audit.
 - b. Approval of the auditing firm.
 - c. Approval of fundraising activities and related restrictions on proceeds, if any.
3. The signatures of two people should be required in order to access the safe deposit box that contains vehicle titles, deed, etc. Presently, only one signature is required in order to access the contents of the safe deposit box. The second signature cannot be the auditor. The other box that contains computer backups requires only one signature. If the board is in agreement, then the auditor is in agreement with only one signature on that safe deposit box.

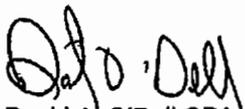
We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Crisis Center personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters or to assist you in implementing the recommendations.

We appreciate the difficulties that are encountered in attempting to establish the highest degree of internal control with the few personnel available to accomplish the above recommendation. Our recommendations, if substantially implemented, will provide a reasonable degree of internal control with a minimum of change or additional cost.

This material weakness was considered in determining the nature, timing and extent of the audit tests to be applied in our examination of the September 30, 2014 and 2013 financial statements. This report does not affect our report on these financial statements dated February 28, 2015. We have not considered the internal control structure since the date of our report.

This communication is intended solely for the information and use of directors, management and others within the organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

We would like to take this opportunity to thank **Jamie and Bob** for their cooperation during this engagement and to thank the Board of Directors for this opportunity to be of service to you.



David A. O'Dell CPA
McPherson, KS
February 28, 2015

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Required Communications

February 28, 2015

To the Board of Directors
Sexual Assault/Domestic Violence Center, Inc.

We have audited the financial statements of Sexual Assault/Domestic Violence Center, Inc. for the year ended September 30, 2014 and 2013, and have issued our report thereon dated February 28, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 28, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Sexual Assault/Domestic Violence Center, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2014 and 2013. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the Depreciation Expense is based on the estimated useful life of various Property, Plant and Equipment and expenses associated with the use of these assets in each respective year. We evaluated the key factors and assumptions used to develop the amount in Depreciation Expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Accrued Vacation, Sick Leave and Personal Time is based on the accrued hours remaining unused for each employee at the end of the year. We evaluated the key factors and assumptions used to develop the Accrued Vacation, Sick Leave, and Personal Time in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of the Building Lease in Note 4 to the financial statements. Management has entered into a lease agreement with Trend II Development group until October 31, 2016. The information in this note is based on information provided in the aforementioned lease agreement. The lease agreement represents a commitment of \$50,250 over the next three years.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 28, 2016.

Management Consultations with Other Independent Accountants

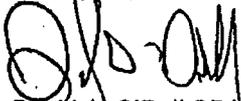
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board of Directors and management of Sexual Assault/Domestic Violence Center, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



David A. O'Dell CPA, LLC
McPherson, KS

Attachment 8: W-9 Form for Sub recipient

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sexual Assault Domestic Violence Center

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
335 NW Washington, Suite 240

6 City, state, and ZIP code
Hutchinson, KS 67501

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	8		0	9	3	6	4	7	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 4/7/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment 9: Copy of program rules and policies

Sexual Assault / Domestic Violence Center Of Reno County, INC.

POLICY:

The Sexual Assault/Domestic Violence Center (SA/DVC) will accept for residency any woman who is the victim of domestic violence or sexual assault. The victim's minor children will also be accepted with her.

The SA/DV Center's primary catchment areas are Reno, Rice, Kingman, Harper, McPherson, and Marion counties, but no person in need of our services will be rejected because of geographical location, if all other alternatives have been explored.

Average stay at the shelter will be 30 days, requests for extension of stay will be made by the Advocate and Shelter Manager to the Executive Director. Clients will not be charged. Clients may use the services more than one time providing they have left each time in good standing. Reasons for dismissal or being denied readmission include, but are not limited to, breaking the confidentiality agreement, flagrant disregard of shelter policies, (being under the influence of drugs or alcohol)*, or having outstanding warrants for their arrest.

It is the policy of SA/DVC not to discriminate for reasons of race, religion, sexual preference/orientation, national/ethnic origin, marital status or disability.

APPEAL PROCEDURES:

If a staff member believes a client has disregarded the policies of SA/DVC, it shall be reported to the Executive Director who will determine if immediate dismissal from the shelter is appropriate.

After termination, a client may not be admitted to the shelter, but is welcome to attend any of the weekly groups and use the advocacy services provided by SA/DCV.

PROGRAM OBJECTIVES AND ACTIVITIES

The shelter is open to women and children victims of domestic abuse. Men victims of domestic abuse needing shelter will be housed elsewhere. The shelter is a 19 bed facility located in a confidential location in Hutchinson, Kansas. (Children under 18 must be accompanied by a parent unless they are an emancipated minor.)* There is no distinction of service to victims due to sexual preference/orientation. An accessible room and ramp are provided to make the shelter available to those with limited mobility. Accommodations meetings will be held to address issues not covered here i.e. language, culture, diet, etc.

A Playroom and an outside playground are available for children at the shelter. A children's group is provided on Tuesday evenings to aide children in coping with the results of living in a situation of domestic violence. Daily contact with staff will be made to determine what needs each individual child may have. Each child will receive the necessities of shelter, food, medical care, clothes and education. Staff will insure that children are not subject to violent discipline and do receive adequate supervision. Assistance with transportation may be provided when available. Information will be provided for licensed childcare, local schools, Head Start, Kids after School, SRS, and medical and mental health care as indicated by the individual child's needs.

To the extent possible, staff will respect the rights of shelter residents to privacy and at all times treat client records in a confidential manner. Client records are kept in the office in a locking file.

Each resident's file will include an Intake form, Safety Risk Assessment, Consent for release of Confidential Information (when applicable), Check list for shelter clients, and upon leaving, exit forms.

Staff/volunteers will not acknowledge whether a client is in the shelter or not to telephone or personal inquiries except to other staff members on a need to know basis. Outside of SA/DVC staff, or shelter volunteers scheduled during the resident's shelter stay, no information is to be shared with other individuals or agencies without the clients written permission.

The Victim Advocate will contact each resident daily as needed. Shelter Staff will work with the Victim Advocate to assure the shelter resident is provided with the support that she needs.

The location of the shelter is confidential. Law enforcement has been informed of its location. A security service provides prompt response if needed. All outer doors and gates are locked at all times and opened only by staff for entrance and exiting.

There will be no physical discipline, use of violence or withholding of necessities used by staff, volunteers or residents. Children will be placed in timeout as discipline. There will be no spanking.

There will be no weapons, alcoholic beverages or illegal drugs on the premises.

At Intake, Shelter Residents will receive Resident Guidelines, Kansas Crime Victims Bill of Rights, Confidentiality Policy, Waiver Form, List of Agency Services, Grievance procedures, Abuse/Neglect reporting Policy, Statement of Children's Rights, and Exit Procedures.

In order to maintain confidentiality and in the residents best interest, residents must wait a year before submitting an application for shelter employment or as a shelter volunteer.

Former victims of domestic violence are encouraged to participate in all phases of SA/DVC as volunteers or as staff members. Consideration of life experience is one factor in each job description.

TRAINING POLICY AND PROCEDURES

SA/DVC will provide or require new staff and volunteers providing direct client services to participate in a minimum of 16 hours initial training regarding domestic violence program issues, which includes: emerging issues in the battered women's movement and history of the movement; child abuse reporting process (who reports/how report is made); and the connection between racism, homophobia, and violence against women.

Each new staff member or volunteer will receive 16 hours of initial training regarding sexual assault before providing direct services and an additional 16 hours of training to include on-the-job training within the first year. The on the job training will constitute no more than 8 of the entire 32 hours of training.

All staff shall also complete a minimum of 12 hours of skill-enhancement training or in-service training per year thereafter.

Training opportunities will be offered to staff through various means throughout the year i.e. staff meetings, e-mails, postings in all offices and the shelter. Training goals and plans for achieving them will be discussed with each staff member during annual evaluations.

All new employees will participate in orientation conducted by the Executive Director with assistance from designated staff. Staff orientation will include: overall familiarization with the program's purpose, objectives, structure, and policy. Also specific training in the duties of their position, the utilization of agency forms, record keeping procedures, and agency policies/procedures.

Shelter staff are required to have certification in First Aid and CPR, and appropriate resertification.

NON-FRATERNIZATION POLICY

In order to provide confidential non-judgmental support to victims of sexual assault and domestic violence, their family and friends, staff must maintain relationships with those clients within professional boundaries.

It is expected that during the period that a client is being provided services by any part of this agency that personal/sexual relationships between staff and participants will not take place. This non-fraternization period will extend until the client has not been a program participant for at least six months.

SA/DVC PARTICIPANT CONFIDENTIALITY

The mission of SA/DVC is to provide confidential non-judgmental support to victims of sexual assault or domestic violence, their family and friends. Each program participant is entitled to confidentiality.

All staff and volunteers will read and sign a confidentiality statement before working with participants, including the 24-hour crisis line.

Participant records will be kept in a locked file cabinet. After a period of no less than three years, records will be removed from the file and shredded.

A file will be set up for each participant, as soon as she/he becomes a face-to-face client. The file shall be numbered by the year and the next sequential number (05-1, 05-2, etc). An alphabetic cross-reference will be kept by the Victim Advocate. Each file will have no less than the following:

- Intake form/(Green sheet)
- Confidentiality Statement
- Consent for Release of Confidential Information (if applicable)

Shelter client files will also have:

- Check list for shelter clients

Intake forms will be revised from time to time to include the information required to evaluate the quality of the program and for reporting to various granting agencies.

No information will be given regarding participants or crisis line callers without written prior permission from the participant. No acknowledgment will be given as to who may or may not be in the shelter or otherwise participating in SA/DVC programs.

Each participant has the right to have access to her/his file.

Needs Assessment:

Shelter residents will be given the "Needs Assessment" two or three days after entering shelter. Not during intake to avoid it becoming over looked due to too much information being given at the same time.

Before the residents first Goals meeting with their advocate and shelter manager the resident will be given the needs assessment form to complete. The completed assessment will be used to help determine the client's advocacy needs during the goals meeting.

**SEXUAL ASSAULT DOMESTIC VIOLENCE
CENTER OF RENO COUNTY, INC.
MISSION STATEMENT**

SA/DVC provides confidential and non-judgmental support to victims of domestic violence and / or sexual assault and their families. All services are without fee or charge. SA/DVC does not discriminate on the basis of race, color, sex, age, religion, national origin, disability or sexual orientation.

SHELTER RESIDENT GUIDELINES

Confidentiality is a priority. Please do not discuss other shelter residents or the shelter location with anyone outside the shelter.

You have sought refuge in our shelter because of safety concerns. It is in concern for your safety that we ask you to sign in / sign out on the sheet located by the front door. Please keep staff informed as to your destination and anticipated time of return when leaving the shelter. If you find that you will be delayed in returning, please call the crisis line and notify shelter staff. Please leave your room key with staff when signing out of the shelter

For your safety only staff will answer the telephone or open the door.

A security alarm is set every evening at 11:00pm and remains on until 6:30am the next morning. To insure confidentiality of all residents and the shelter location visitors are not allowed at the shelter. We recommend Wendy's or McDonald's as places to meet your relatives or friends without compromising the shelter's location.

A 10:00 p.m. curfew is enforced for safety reasons unless you are at work.

Adult residents are to be upstairs by 11:00 p.m. and remain upstairs until 6:30a.m. when the alarm is turned off.

Do not open doors or windows until the alarm is turned off.

If you will need to be let in or out during hours the alarm is on let staff know.

A Victim advocate will meet with you daily during your stay at the shelter.

Shelter staff on duty is generally available if you wish to speak to them.

An appointment may be necessary to speak with the Executive Director.

Within the first three days of your stay, you should have met with your advocate and the shelter manager to discuss your needs, concerns and goals for your shelter stay. A discussion of your strengths, resources, and needs helps establish an individualized program for your stay. Goals you want to accomplish during your shelter stay and future healing are important. The length of your stay at the shelter will also be discussed during the "goals" meeting, and a time frame will be established for meeting your goals. The length of stay in the shelter varies among residents depending on individual needs and resources.

I will read the Resident Guidelines and ask any questions I have regarding how they apply to me and my family.

If there are indications that the guidelines are not being followed the advocacy team will meet with me to review and resolve any existing conflict.

I understand I will be treated with respect and courtesy at all times.

Witness: _____

Resident: _____

Shelter Resident Guidelines

Our Program has set up the following rights and responsibilities to clarify expectations and roles and to help keep harmony in the shelter where multiple families and individuals live together, sharing common spaces. We hope you will keep the common good and other's safety and comfort in mind while living here.

You have the right to be respected.

You have the right to be treated with respect and without discrimination on the basis of national origin, religion, race, color or sexual orientation by everyone who lives and works here.

You have the right to be heard.

1. We encourage residents to deal with conflicts directly with the people involved whenever possible. If you need help to resolve a conflict, staff is available to facilitate a meeting. If a conflict with a staff member arises that you feel has not been resolved, you are encouraged to speak with the shelter manager. If you are not satisfied with the shelter manager's response, you may speak with our executive director, Candace Dixon. The agency's grievance policy is given during the intake process and is also available in the office.
2. The shelter is staffed 24 hours a day. Advocates are available weekdays from 8:00 to 5:00.

You have the right to self determination.

1. We are here to support you in making your own decisions. You have the right to manage your finances and set your own goals while you stay here.
2. It is our responsibility to provide you with information about the dynamics of domestic violence and knowledge about resources in our community. We have DVD's, tapes, and books on domestic violence and many other helpful topics. Feel free to ask for information on any topic you feel will be helpful to you. If we don't already have it we will help you locate information.
3. Shelter staff and Advocates can help you:
 - make safety plans for yourself and your children
 - clarify your goals while in shelter and create a plan to reach them
 - support you in your parenting
 - help you set priorities and pursue them

Each family has the right to safety, privacy and to establish schedules that allow each member adequate rest, peaceful time and time to complete schoolwork as well as family obligations.

1. All residents are expected to respect the comfort and peace of other residents. Please keep noise levels to a minimum between 10:00pm and 8:00am.
2. Residents, including children, are encouraged to attend agency support groups. Children's group, Circles of Affection, and HEART group for adults, meet Tuesday night from 5:30 pm to 6:30 pm at the SA/DVC office. Transportation to and from is provided. If you are unable to attend group because of work, or choose not to attend group, your advocate will arrange to provide you with domestic violence education individually.

You have the right to be supported in your role as a parent.

1. We want all children to be safe while they are here. Children under 10 must be supervised by a responsible adult. That adult must keep children within earshot, and know what they are doing. For their safety, children need to be closely supervised while in the kitchen and on the outside playground. When putting your child down for a nap or to sleep for the night please use a room monitor, (we have them for you to use while you are here).
2. You may make babysitting arrangements with other women. Please complete a babysitting agreement and give it to staff so that we know who is in charge of your children while you are away.
3. Our Child Advocate is available to help you and your children deal with DV issues. She can help you with explaining domestic violence issues to your children, suggest activities, and offer suggestions for parenting /discipline. She will contact you to arrange daily meetings with your children.

4. Children staying in shelter are not allowed to return to shelter on their own from school, appointments, visits, etc. Mothers may meet their children out of sight of the shelter and bring/walk them back. It is the parent's responsibility to insure the children are not dropped off or picked up within sight of the shelter, or accompanied by anyone when they return within sight of the shelter. Protecting confidentiality is an adult responsibility; children are not accountable for what others do. They may not be able to think of solutions to potential confidentiality conflicts.
5. When your child is leaving the shelter unaccompanied by you, you will need to come to the door and sign them out and assign their return time. It is shelter staff's responsibility to check that you have given permission for your child to leave the shelter; that you know where they are going, as well as when and where you will meet them to return.

Please be aware that children in the program may have been exposed to traumas which result in their acting out, sometimes against other children. For this reason, we ask you to be vigilant in supervising your children.

Every resident, including any children with you, has the right to live without the threat of violence.

1. Physical and verbal violence are not acceptable at the shelter.
2. If you are having trouble parenting without using physical force or threats, please talk to your advocate. Your advocate and the children's advocate can help you create a plan for parenting that is effective and non-violent.
3. No weapons are allowed in the building.
4. Any illegal activity on the property will jeopardize your ability to stay here.

Every resident has the right to a healthy, sober and drug free environment.

1. Some women in our program struggle with chemical dependency issues. We are here to support them in their recovery.
2. Alcohol and illegal drugs are not permitted on the premises of the shelter.
3. Residents with histories of substance abuse are responsible for working with the staff to develop a plan for remaining sober. Staff will support recovering residents in a non-judgmental, respectful manner. Please let us know what kind of support you may need to maintain or reclaim your sobriety.

Every resident has the right to a clean and physically safe environment.

1. Residents are asked to maintain their rooms in a manner that is sanitary, safe for children and considerate of future residents. As a courtesy to others, please clean up after yourself and your children. For example, clean/wipe down the kitchen and dining room after meal preparation. Rinse your dishes well and put them into the dish washer. Clean/wipe down the bathroom/shower area after each use.
2. Because of the group living situation at the shelter, all non-toilet trained children are required to wear diapers or pull-ups, not panties or briefs. Diapers and Pull-ups are to be taken outside to the trash cart not placed in the kitchen or bath room trash cans.
3. Prescription and non-prescription drugs should be locked up; a locker will be provided for you. We have some over the counter medications i.e. Tylenol, Ibuprofen, first aid ointment, cold relief products, upset stomach aids, etc. Please ask if you need something you don't have with you.
4. The shelter is a smoke free facility. No burning of anything, (candles, incense, etc.) is allowed inside the building. Residents may smoke in the backyard. The door to the outside smoke/play area is a fire safety door. That means you can open it from the inside without unlocking it. Please be careful not to lock yourself out. You may leave the door open, or unlock the knob. Then relock the screen door, knob, and dead bolt when you come inside.
5. For your safety we do not provide internet access at shelter. The Public library offers internet access, computer training workshops, assistance with resumes and on-line job applications. The library is at 9th Ave. and Main St.

Every resident has the right to keep their presence at our program confidential.

1. If an abuser finds out the location of the shelter, it could compromise the safety of all residents. If your abuser comes to the building, you may need to find other living arrangements.

2. We would like to keep the street address of shelter as confidential as possible. For this reason, no mail will be delivered to the building. You may have mail delivered to the agency's address: 335 N Washington, Suite 240, Hutchinson, KS 67501. Please include your name c/o.

General information regarding staying in shelter:

Personal care items are in a closet in the laundry room. Please help yourself. If you need something not found in the closet, please ask; we may have it or can try to get what you need.

Some clothing and shoes are available at the shelter. Your advocate can give you a voucher for a local clothing bank if you need more than we can provide. (We have a clothing room for those who need to use it. You may use the clothing room one time during your shelter stay.) Please limit the number of items taken to 3, (i.e. 3 shirts, 3 pants, etc.) Shelter staff will gladly assist you in the clothing room as you make your selections.

There are no set meal times or menus. Feel free to cook what you want and make your schedule. Food in the pantry, refrigerator, and freezer, is available to cook and eat unless it has someone's name on it. Bringing your own food and choosing not to share it with other residents is your choice but please label it with your name. Your gendered food items may be stored in your room. If you require a special diet, every effort will be made to accommodate it. Special requests for certain food items will be taken into account.

You may take food or drinks to your room. On the main floor, food and drinks are only allowed in the kitchen or dining rooms.

You may check out a punch pass from shelter staff to use for the RCAT bus. Staff can show you a route map and help you learn to use the RCAT system for your transportation while staying in shelter.

While children are present, all music, television shows, and videos should be appropriate for children to hear/view. Please be sensitive of the way sex, race, or ethnic background is being portrayed.

Only personal assistance animals are allowed at the shelter.

Car seats are available for loan while you are in the shelter.

Room checks are done weekly for safety.

An overnight pass must be discussed and approved by the designated advocate before 3:00p.m. the day of the request. Requests involving weekend nights must be approved by your advocate before 3:00p.m. Friday

IMMEDIATE EVICTION MAY RESULT FROM ONE OF THE FOLLOWING:

1. Violence or threats of violence toward staff or other residents.
2. Bringing alcohol or illegal drugs into the shelter.
3. Breaking another resident's confidentiality.
4. Bringing anyone to shelter, or telling anyone the location of the shelter.
5. Theft.

I have read and I understand the Resident Guidelines. I understand I will be treated with respect in the event that a review becomes necessary.

I have received the following information:

- Resident Guidelines**
- Confidentiality Policy**
- Kansas Crime Victims Bill of Rights**
- Statement of Children's Rights**
- List of Agency Services**
- Abuse / Neglect Reporting Policy**
- Grievance Procedures**
- Exit Procedures**

Client's Signature **Date**

Witness Signature **Date**

CONFIDENTIALITY POLICY

The Sexual Assault /Domestic Violence Center (SA/DVC) is a safe place for you to stay. One of the ways we keep it safe is by keeping the location of the Shelter and Identity of the residents a secret. BREAKING CONFIDENTIALITY IS ONE OF THE FEW REASONS WHY A WOMAN CAN BE ASKED TO LEAVE. We want you to be sure you understand what breaking confidentiality means.

YOU MAY NOT:

1. Tell **ANYONE** the address.
2. Bring **ANYONE** to the Shelter.
3. Allow **ANYONE** to pick you up or drop you off within sight of the Shelter. (To prevent revealing the shelter location.)
4. Tell **ANYONE** the names of the residents or staff, or give out any information about them.

I have read over the confidentiality statement and agree to abide by it.

I have sought refuge here on my own free will and volition.

Client's Signature

Date

Witness

Date

SA/DVC PROMOTES A POLICY OF NON-DISCRIMINATION ON THE BASIS OF COLOR, NATIONAL ORIGIN, AGE, SEX, RACE, HANDICAP, OR SEXUAL ORIENTATION.

REVISED 2/05

SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER

WAIVER FORM

EMERGENCY

I, the undersigned, agree to let a Sexual Assault/Domestic Violence (SA/DVC) staff/volunteer person transport myself and/or dependents to the nearest medical facility in an emergency. I agree to let a doctor treat me and/or my dependents for emergency care. In signing this form, I release SA/DVC and its staff/volunteers from any liability in an emergency.

CHILDREN

I agree to allow SA/DVC staff/volunteers to transport my children in their private vehicles in case of emergencies, day care, etc., without my presence in their vehicle. In signing this form, it releases SA/DVC from any liability in the event of an accident.

GENERAL TRANSPORTATION

I agree to allow the SA/DVC staff/volunteers to transport myself and children in their vehicles to and from appointments, the shelter house, or any other necessary location. In signing this form, it releases SA/DVC from any liability in the event of an emergency and/or accident.

Client's Signature

Date

Witness

Date

SA/DVC Policy on Service / Support Animals

SA/DVC shall be aware of and comply with all legal requirements to provide access and services to people with disabilities.

SA/DVC shall ensure staff and volunteers receive ongoing training about best practices in safety planning strategies for survivors with disabilities.

Supporting documents:

U.S. Department of Justice ADA 2010 Revised Requirements. 2pages

Washington State Coalition Against Domestic Violence, Model Protocol, Recommended Procedures. 4 pages

SA/DVC Animal rights

Survivors with disabilities are protected by federal laws. Federal laws involved: ADA, Fair Housing (Amendments) Act, and Section 504 of the Rehabilitation Act.

The ADA defines a **service animal** as any guide dog, signal dog, or other animal individually *trained* to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

An agency is not allowed to seek documentation of an individual's disability, the individual's need for the animal, the animals training, or anything else related to the alleged service animal.

Only two questions are permitted:

- (1) Is this animal a service animal required because of a disability?
- (2) What work or task has the animal been trained to perform?

The Fair Housing (Amendments) Act allows a person with a disability to be accompanied by an animal that is not individually trained to assist them with their disability – an **emotional support animal** – if a doctor, social worker, or other professional gives them a letter identifying them as a person with a disability, and identifies the animal as necessary for them to be able to enhance the use and enjoyment of the facility.

Service and or support animals must be under control.

Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the services animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Care and Feeding

Agencies and staff are not required to provide care or food for a service animal.

The owner of the animal is responsible for care and feeding of the animal.

Removal

Any animal may be excluded from the facility, including a service animal, when that animal's behavior poses a direct threat to the health or safety of others. Animals can be excluded when accommodating them would result in a fundamental alteration to the nature of the business. For example, any animal that displays vicious behavior, towards other guests, barking at others, etc. Each situation must be considered individually.

A person with a disability can be asked to remove their service animal from the premises if: (1) the dog is out of control and the handler does not take effective action to control the animal. Or (2) the animal is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain services with out the animal's presence.

Service / Support Animal Agreement

1. Is this dog a service animal required because of a disability?

____ Yes initials _____

What task or service has the animal been trained to do? Please describe:

2. Is this a support animal that assists you with your disability? ____ Yes
(If yes, You will be asked to provide a letter from a health care professional to document that you are a person with a disability and this animal is necessary for you to use and enjoy our facility.)

3. Does this animal have current vaccinations (Rabies)? ____ Yes initials ____

4. Do you have a current vaccination record? ____ Yes initials ____

5. I am fully aware that SA/DVC is not financially responsible for my animal in any capacity, including but not limited to, vaccinations, illness, supplies & food.

____ Yes initials _____

6. SA/DVC is not liable for any accidents or illnesses that may occur on facility grounds to my animal. I am fully liable. ____ Yes initials ____

7. SA/DVC is not liable for any accidents or illnesses caused by my animal that may occur on facility grounds to any other resident, volunteer, or staff member. I am fully liable. ____ Yes initials ____

8. I am aware that my animal must be harnessed, leashed, or tethered whenever it out side of my room. ____ Yes initial ____

9. I am aware that my animal will be asked to leave SA/DVC facilities if their behaviors pose a direct threat to the health or safety of others.

____ Yes initials _____

Signature _____ **Date** _____

Witness _____ **Date** _____

Consent For The Release of Confidential Information

SA/DVC believes in the right of an individual to have confidential advocacy and informed consent. We believe the survivor has a right to be informed of her options regarding the release of information and any potential risks and benefits involved so she is able to make an informed decision.

I, _____ hereby authorize _____
To exchange with _____ (name/title
and agency) the following information (be specific):

for the following purpose (be specific):

This consent is good only for the release of the above information and expires automatically upon release of the said information. Any documentation of information released will provided to the survivor.

EXECUTED THIS _____ day of _____, 20__.

Signature of Survivor

Witness



Kansas Crime Victims' Bill of Rights

Pursuant to K.S.A. 74-7333, a crime victim has the following rights in Kansas:

1. Victims should be treated with courtesy, compassion, and with respect for their dignity and privacy and should suffer the minimum of necessary inconvenience from their involvement with the criminal justice system.
2. Victims should receive, through formal and informal procedures, prompt and fair redress for the harm which they have suffered.
3. Information regarding the availability of criminal restitution, recovery of damages in a civil cause of action, the crime victims' compensation fund and other remedies and the mechanisms to obtain such remedies should be made available to the victims.
4. Information should be made available to victims about their participation in criminal proceedings and the scheduling, progress and ultimate disposition of the proceedings.
5. The views and concerns of victims should be ascertained and the appropriate assistance provided throughout the criminal process.
6. When the personal interests of victims are affected, the views or concerns of the victim should, when appropriate and consistent with criminal law and procedure, be brought to the attention of the court.
7. Measures may be taken when necessary to provide for the safety of victims and their families and to protect them from intimidation and retaliation.
8. Enhanced training should be made available to sensitize criminal justice personnel to the needs and concerns of victims and guidelines should be developed for this purpose.
9. Victims should be informed of the availability of health and social services and other relevant assistance that they might continue to receive the necessary medical, psychological, and social assistance through existing programs and services.
10. Victims should report the crime and cooperate with law enforcement authorities.

Client Signature _____ **Date** _____

Victim Advocate _____ **Date** _____

Kids' Rights

You have the right to be safe.

You have the right to feel safe.

You have the right to be heard.

You have the right to use your voice.

You have the right to talk to an adult about your fears and feelings.

You have the right to say no if someone is hurting you in anyway.

You have the right to your own opinion.

You have the right to be respected.

GRIEVANCE PROCEDURES

If you have questions or concerns during your stay please speak with shelter staff or manager, or your advocate.

If your questions or concerns have not been addressed to your satisfaction, you may request an appointment to meet with the Executive Director. To schedule an appointment, call 665-3630 and request to speak with the Director.

If a staff member believes a client has disregarded the policies of SA/DVC, it shall be reported to the Executive Director who will determine if termination of services and dismissal from the shelter is appropriate.

If the client feels the reason for her termination is unfounded, a written request for a hearing may be made to the Executive Committee of SA/DVC. Their decision will be final.

It is the policy of SA/DVC not to discriminate for reasons of race, religion, sexual preference/orientation, national/ethnic origin, marital status or disability.

This is an equal opportunity program. If you believe you have been discriminated against because of race, religion, sexual preference/orientation, national/ ethnic origin, marital status or handicap, write immediately to the Kansas Human Rights Commission, Landon State Office Building, 8th Floor, 900 SW Jackson, Suite 851 South, Topeka, Kansas 66612.

EXIT PROCEDURES

Please inform shelter staff and your advocate that you plan to exit the shelter, and the date and time you plan to exit.

Discuss with your advocate any assistance that may be provided to help you accomplish your goals. Possible examples of assistance are: locating or moving furniture, household goods, pantry supplies, financial.

Please make sure you have all documents, medications, or other belongings that were held for you during your stay.

Please check (and recheck) that all your personal belongings have been packed and removed from the room. Arrangements will be made to move packed belongings to the SA/DVC office where your friends can come to help you move.

Your comments about our services during your stay are valuable to us and aid us in improving our services in the future. Please take time to fill out and return an exit review.

Any belongings left at the shelter, will be taken to the SA/DVC office for pick up there. If a follow up phone number is noted, an effort will be made to notify you of this situation.

Unclaimed items will be disposed of 10 days after shelter exit.

Please remember to provide senders of a change of address if necessary. Arrange with your advocate for the forwarding mail deliveries. Contacting the SA/DVC office from time to time to check on mail delivery is acceptable.

PROCEDURE FOR FILING AN INCIDENT REPORT

By the end of the shift on which the incident occurred file your report and sign it.

There are incident report forms in the file drawer or on the computer.
To access the form on the computer, open My Documents and retrieve the file "INREPORT".

Type your report, print the number of copies you need, and then close the file choosing not to save the changes.

If you have hand written your report using the forms from the file drawer, use the copier to make the necessary copies.

Put the copies in the shift notes and in each involved clients file. Put the main office copy in the "to office" box.

Incident Report

Client(s) Involved: _____

Date of Incident: _____ Time: _____

Incident: _____

(If you need more space, write on back)

Actions Taken: _____

(If you need more space, write on back)

Signature: _____ Date: _____

Place one copy of this report in the client file of each client involved, one in shift notes, and one copy is to be sent to the office.

EMERGENCY PROCEDURES: SHELTER

Shelter staff must be aware of conditions and responses in case of emergencies such as fire, tornado, etc. The following are the standard procedures, which may be used as guidelines. The proper procedure is to take action to provide the best level of safety to the clients, volunteers and staff. As soon as practical after the danger has passed, shelter staff should notify the shelter manager and/or the executive director of the event.

Pre-disaster activities:

During employee orientation new staff will be walked through the emergency procedures. The Executive Director or the Shelter Manager may request an emergency procedure drill at any time.

Fire:

The shelter is equipped with a fire alarm button on the alarm control panel and appropriately placed smoke detectors. In case of fire, residents upstairs at the time of alarm will exit the back emergency exit and out the back gate. Residents downstairs will exit the closest door. Emergency exit maps are appropriately placed throughout the shelter. Shelter staff will press the "panic button" on the alarm as they exit, even if an alarm is ringing. Residents and staff will meet on the southeast corner of 6th and Walnut. The staff person will assure that all residents are accounted for. If a resident is not accounted for, staff will notify fire department personnel in charge of the person missing, age, and last known location. As soon as possible shelter staff will contact the shelter manager and/or the executive director.

Tornado:

During severe storm watches, staff will assure that they have a flashlight and battery operated radio at hand. Staff will monitor the weather and request residents to the basement if a tornado warning is issued. Staff will bring the battery operated radio and emergency flashlights to the basement. Flashlights will be issued to residents if necessary. Emergency water and food and a communication listing will be available in the basement at all times. If it is necessary to go to the basement during normal business hours, staff will call the office on the basement phone and advise them of the situation.

If a client in shelter at the time of the emergency is unable to go to the basement due to the stairs. The client will remain in the computer/locker room on the main floor.

As soon as possible after the all clear has been sounded staff will assess any internal damage to the shelter and advise the shelter manager or the executive director. The shelter manager will be responsible for assessing external damage after the storm has passed.

Severe Weather:

During severe storm watches, staff will assure they have a flashlight and battery operated radio at hand. Staff will monitor the weather and request residents to remain away from windows. If the warning is issued during regular office hours, staff will call the office to advise them of the procedures in place. When the storm has passed staff will also advise the office.

Flood:

In case of flood, staff will ascertain that emergency drinking water is available on the main floor. Residents will be advised to remain in shelter while flood danger exists.

Explosion:

If an explosion occurs in the shelter, the same procedures as fire will apply. If the explosion occurs outside the shelter, residents will be advised to remain in shelter until the safety of the situation has been determined. As soon as possible staff will notify the shelter manager and/or the executive director.

Attempted Break In:

If a break in attempt occurs, staff will immediately push the "panic button" and call 911. Staff will advise residents to stay in their rooms until police arrive. As soon as practical, staff will notify the shelter manager and /or the executive director.

Resident Illness/ Injury:

Staff will follow proper emergency first aid techniques. If resident is unconscious or bleeding staff will call 911 and describe the situation for the dispatch operator. As soon as practical shelter staff will notify the shelter manager and /or the executive director.

SECURITY / SAFETY PROCEDURES

EXTERNAL SECURITY / ALARM SYSTEM

Staff ONLY opens doors.

All doors to outside are locked at all times including screen / storm doors and both locks on the inner door.

Never open the shelter door without first checking the peek hole and / or looking out the office window.

Set alarm at night after curfew.

All windows are locked when closed. All windows are closed at night.

Back door gate and accessible ramp gate are locked at all times.

There are panic buttons located by the front and back doors and on the alarm control panel that are online to the security system at all times.

Front porch light has to be turned on at dusk and off at dawn.

INTERNAL SECURITY

Office door is locked at all times.

Child proof locks on:

- Outside of client room doors
- Basement door
- Kitchen cabinets
- Bathroom cabinets – personal hygiene products
- Medicine cabinet in office
- Laundry supply closet

Child safety caps on all electrical outlets not in use.

Kitchen light above the sink is left on all night.

EMERGENCY MEDICAL PROCEDURES

In the case of staff, volunteer or client accident or medical emergency, the shelter staff person in charge will call 911 immediately, assess the situation and administer first aid or CPR as needed.

Parents will accompany children to the clinic/ hospital.

Residents are requested to sign a medical emergency release and waiver for transportation form.

Shelter staff persons are required to attend Community First Aid and CPR training and have a current Standard First Aid Certificate from an accredited agency.

FIRE / SAFETY PROCEDURES

Fire extinguishers are located by rooms #1 and #4 upstairs and down stairs by the front door, kitchen and basement.

Signs are located in each room above the light switch explaining fire escape procedures and location of fire escape.

The fire escape (backstairs) is to be well lighted and clear at all times.

Check List for Shelter Clients

Intake -- crime victims' bill of rights

Needs Assessment

Goals

Shelter Residents Survey

Community Resource Information

HEART group, Circles of Affection Information

Power and Control Education

DV Relationship Issues Education

Budget Tools

Safety Plan

Extension

Other

Follow -Up Appointment set _____

Exit Disposition: NEW RETURNING UNKNOWN _____

ESG Essential Services:

Food Pantry _____ Mental Health _____ Alcohol/drug program _____

Child care _____ Outreach _____ Health care _____

HIV/AIDS _____ Employment _____ Transportation _____

Safety Risk Assessment

Several risk factors have been associated with increased risk of homicides (murders) of women and men in violence relationships. We cannot predict what will happen in your case but we would like you to be aware of the danger of homicide in situations of abuse and for you to see how many risk factors apply to your situation

Mark "Yes" or "No" for each of the following. (Referring to your partner, ex-partner, or whoever is physically hurting you right now)

Date of last incident when you felt unsafe? _____

- _____ 1. Has the physical violence increased in severity or frequency over the past year?
- _____ 2. Do they own a gun?
- _____ 3. Have you left them after living together over the past year?
3a. (If have never lived together, please check here _____)
- _____ 4. Are they unemployed?
- _____ 5. Have they ever used a weapon against you or threatened you with a lethal weapon?
(If "yes", was the weapon a gun _____?)
- _____ 6. Do they threaten to kill you?
- _____ 7. Have they avoided being arrested for domestic violence?
- _____ 8. Do you have a child that is not theirs?
- _____ 9. Have they ever forced you to do anything sexually that made you uncomfortable?
- _____ 10. Do they ever try and choke you?
- _____ 11. Do they use illegal drugs?
- _____ 12. Are they an alcoholic or problem drinker?
- _____ 13. Do they control most of your daily activities? (For example, do they tell you who you can be friends with, when you can see your family, how much money you can spend, etc.)
- _____ 14. Are they violently and constantly jealous of you?
- _____ 15. While pregnant, did they physically hurt you?
- _____ 16. Have they ever threatened or tried to commit suicide?
- _____ 17. Do they threaten to harm your children?
- _____ 18. Do you believe they are capable of killing you?
- _____ 19. Do they follow, spy, leave threatening message or notes, destroy your property, or call you when you don't want them to?
- _____ 20. Have you ever threatened or tried to commit suicide?

Shelter needs assessment

1. Where have you heard about this emergency shelter? *(please check all that apply)*

- | | | |
|---|---|--|
| <input type="checkbox"/> telephone book | <input type="checkbox"/> domestic violence (DV) advocate, mci. other DV shelter | <input type="checkbox"/> people in court |
| <input type="checkbox"/> family member | <input type="checkbox"/> people from my religious/spiritual community | <input type="checkbox"/> health care provider |
| <input type="checkbox"/> police | <input type="checkbox"/> child protective services staff | <input type="checkbox"/> TANF (welfare) staff |
| <input type="checkbox"/> friend(s) | <input type="checkbox"/> social service agency staff, md. homeless shelter | <input type="checkbox"/> flyer/brochure/poster |
| <input type="checkbox"/> other (where?) | | |
-

2. When was the *first* time you heard about this shelter?

- | | |
|---|--|
| <input type="checkbox"/> a day or two ago | <input type="checkbox"/> more than a day or two, but less than a month ago |
| <input type="checkbox"/> between a month and a year ago | <input type="checkbox"/> more than a year ago |

3. Have you ever stayed at this shelter before? no yes

(If yes): How long ago did you stay here?

- | | | |
|---|---|---|
| <input type="checkbox"/> in the past 6 months | <input type="checkbox"/> 6 months to a year ago | <input type="checkbox"/> more than a year ago |
|---|---|---|

4. When you decided to come here, what did you think this shelter would do for you?

5. Did you have any concerns about contacting this shelter? no yes *(Please describe your concerns):*

6. Have you ever tried to stay at this shelter in the past and not been able to do so? no yes

If yes: What was the reason you couldn't stay here? _____

7. Please check all of the following that were true for you when you *first arrived* here this time:

- | | |
|---|---|
| <input type="checkbox"/> the staff made me feel welcome | <input type="checkbox"/> the staff treated me with respect |
| <input type="checkbox"/> the space felt comfortable | <input type="checkbox"/> it seemed like a place for women like me |
| <input type="checkbox"/> the other women made me feel welcome | <input type="checkbox"/> none of these choices were true for me |

8. What do you think you would have done if this shelter didn't exist?

9. While I'm here I hope I can get help with (check all that apply to you; there are no "right" answers):

- | | |
|--|--|
| <input type="checkbox"/> safety for myself | <input type="checkbox"/> transportation |
| <input type="checkbox"/> safety for my children | <input type="checkbox"/> support from other women |
| <input type="checkbox"/> learning about my options and choices | <input type="checkbox"/> a job or job training |
| <input type="checkbox"/> paying attention to my own wants and need | <input type="checkbox"/> counseling for myself |
| <input type="checkbox"/> paying attention to my children's wants and needs | <input type="checkbox"/> counseling for my children |
| <input type="checkbox"/> understanding about domestic violence | <input type="checkbox"/> emotional support for myself |
| <input type="checkbox"/> safety planning | <input type="checkbox"/> health issues for myself |
| <input type="checkbox"/> education/school for myself | <input type="checkbox"/> health issues for my children |
| <input type="checkbox"/> education/school for my children | <input type="checkbox"/> my abuse-related injuries |
| <input type="checkbox"/> reconnecting with my community | <input type="checkbox"/> leaving my relationship |
| <input type="checkbox"/> budgeting & handling my money | <input type="checkbox"/> TANF (welfare) benefits |
| <input type="checkbox"/> child protection system issues | <input type="checkbox"/> other government benefits |
| <input type="checkbox"/> child welfare system issues | <input type="checkbox"/> issues related to my disability |
| <input type="checkbox"/> ideas for handling the stress in my life | legal system/legal issues (which?) |
| <input type="checkbox"/> connections to other people who can help me | <input type="checkbox"/> protective/restraining order |
| <input type="checkbox"/> finding a house I can afford | <input type="checkbox"/> my abusers arrest |
| <input type="checkbox"/> responding to my children when they are upset | <input type="checkbox"/> my own arrest |
| or causing trouble | <input type="checkbox"/> custody or visitation questions |
| <input type="checkbox"/> child care | <input type="checkbox"/> divorce-related issues |
| | <input type="checkbox"/> immigration issues |

other (what?) _____

Resident Exit Survey

1. Because of the services I received, I feel (please check yes or no):

YES NO

- _____ a. I know more ways to plan for my safety.
- _____ b. I know more about community resources.
- _____ c. At least one (1) of my needs was addressed or met.
- _____ d. I was supported in my emotional well-being and healing.

YES NO

2. The shelter met my physical safety needs (please check yes or no). _____

3. Please rate your experience with:	<i>Very Satisfied</i>	<i>Satisfied</i>	<i>No Opinion</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>
a. Initial contact (when you first called, met with someone and came to the shelter)	5	4	3	2	1
b. Services overall	5	4	3	2	1
c. Attitudes of staff or volunteers	5	4	3	2	1
d. Availability of staff or volunteers	5	4	3	2	1

4. What services would have been helpful that were not provided?

5. Additional Comments or Suggestions:

Check list for client exit

- ___ **Notify the clients advocate that the client intends to exit**
(remind adv. To set follow-up appointment)
- ___ **Give client exit review to fill out and return to staff**
- ___ **Give client Survey #2, with envelope, to be put in survey box in locker room**
- ___ **Return to the client any documents being held for her in her file**
- ___ **Check clients file for any agency items lent that need to be returned**
- ___ **Remind the client to collect any medications, or other items from lockers**
- ___ **Reset lock combination to 0-0-0**
- ___ **Give the client a quilt**
- ___ **Start the client exit room check**
The first three items on the room check should be completed before the client leaves the shelter
- ___ **Items belonging to this client will be taken to the SA/DVC office for collection/claiming**

Goals meetings:

At the goals meeting we discover the issues the resident wants to work on while staying with us. We help her identify short and long term goals.

The Client's stated goals and objectives are recorded on the Goals and Objectives form. An appointment is set for the next review of goals. Copies of the clients stated Goals and Objectives are given to the resident, the advocate and placed in the resident's file at shelter.

Goals are reviewed at least weekly, but can be reviewed more often as needed or as goals are completed or new goals added.

Goals and Objectives

Client Goal

1. _____

Objectives

1. _____
2. _____
3. _____

Client Goal

1. _____

Objectives

1. _____
2. _____
3. _____

Client Goal

1. _____

Objectives

1. _____
2. _____
3. _____

*These Goal and Objectives will be valid until _____.
Before or at that time it will be reviewed.*

Client _____
Staff _____
Date _____

Essential Services
Shelter Staff Contact Record

Client Initials: _____

ID#: _____

Relationship Issues:

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Power and Control:

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Safety:

Contact date/staff Initials _____

Contact date staff Initials _____

Contact date/staff Initials _____

Contact date staff Initials _____

Community Resources:

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Budget Tools:

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

Contact date/staff Initials _____

**Attachment 10: Copy of program termination
policy and procedures**

Sexual Assault / Domestic Violence Center Of Reno County, INC.

POLICY:

The Sexual Assault/Domestic Violence Center (SA/DVC) will accept for residency any woman who is the victim of domestic violence or sexual assault. The victim's minor children will also be accepted with her.

The SA/DV Center's primary catchment areas are Reno, Rice, Kingman, Harper, McPherson, and Marlon counties, but no person in need of our services will be rejected because of geographical location, if all other alternatives have been explored.

Average stay at the shelter will be 30 days, requests for extension of stay will be made by the Advocate and Shelter Manager to the Executive Director. Clients will not be charged. Clients may use the services more than one time providing they have left each time in good standing. Reasons for dismissal or being denied readmission include, but are not limited to, breaking the confidentiality agreement, flagrant disregard of shelter policies, (being under the influence of drugs or alcohol)*, or having outstanding warrants for their arrest.

It is the policy of SA/DVC not to discriminate for reasons of race, religion, sexual preference/orientation, national/ethnic origin, marital status or disability.

APPEAL PROCEDURES:

If a staff member believes a client has disregarded the policies of SA/DVC, it shall be reported to the Executive Director who will determine if immediate dismissal from the shelter is appropriate.

After termination, a client may not be admitted to the shelter, but is welcome to attend any of the weekly groups and use the advocacy services provided by SA/DCV.

**Attachment 11: Written Standards
certification**

SECTION VII: PERFORMANCE OUTCOMES

A. Written Standards for Provision of ESG Assistance

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
2. Standards for targeting and providing essential services related to street outreach.
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the federal regulations.
10. *Participation in HMIS.* The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Please certify you have established applicable Written Standards for ESG. (Do not attach a copy of your Written Standards). (att.11)

Name Asia Hayes Title EXECUTIVE DIRECTOR INTERIM

Signature Asia Hayes Date 4-12-2016

**Attachment 12: Performance Outcomes
certification**

B. ANTICIPATED PROJECT OUTCOMES

The chart below describes two significant outcome(s) for each activity funded by ESG. These outcomes will apply to all projects funded for the 2016 ESG period.

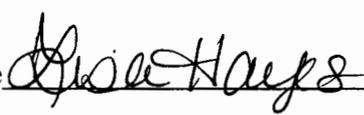
Outcomes: An outcome represents a specific result a program is intended to achieve. An outcome can also be defined as the specific objective of a specific program.

Performance Measurement: Performance measurement is generally defined as regular measurement of outcomes and results, which generates reliable data on the effectiveness and efficiency of programs.

Please certify you understand the performance outcomes and measurements for your ESG activities. (att. 12)

ESG ACTIVITY	EXPECTED OUTCOME	PERFORMANCE MEASUREMENT	
Shelter	75% of clients with more than 90 days in shelter exit to permanent destinations.	APR (submitted quarterly)	
Shelter	75% of clients with less than 90 days in shelter exit to destination other than homelessness.	APR (submitted quarterly)	
Street Outreach	50% of clients will access housing (ES,TH,SH,PH or PSH)	APR (submitted quarterly)	
Street Outreach	75% of clients will access Essential Services	Service Summary (submitted quarterly)	
Homeless Prevention	75% of clients will maintain Permanent Housing for six (6) months.	Agency follow up procedure (submitted quarterly)	
Homeless Prevention	75% of clients will access permanent housing	HMIS APR (submitted quarterly)	
Rapid Re Housing	75% of clients will maintain Permanent Housing for six (6) months.	Agency Follow up procedure (submitted quarterly)	
Rapid Re Housing	75% of clients will access permanent housing	HMIS APR (submitted quarterly)	
1 st Quarter 7/01/16 – 9/30/16 Report due 10/20/ 16	2 nd Quarter 10/01/16 – 12/31/16 Report due 01/20/17	3 rd Quarter 01/01/17 – 3/31/17 Report due 4/20/17	4 th Quarter 4/01/17 – 6/30/17 Report due 7/20/17

Name LISA HAYES Title EXECUTIVE DIRECTOR INTERUM

Signature  Date 4.12.2016

**Attachment 13: Reno County Property
Appraisal for Shelter**



**Reno County
Property Data**

General Information

4/4/2016 1:48:31 PM

Subject Property

Print

Parcel ID : 0781211204025009000 [Click here to locate on Map](#)
 Owner Name : SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC [Click here for the photo](#)
 Location : ██████████, Hutchinson, KS 67501. [Click here for the PRC](#)
 Legal Desc : MILLER & SMITHS, S12, T23, R06W, THE S 81 FT OF THE S 115 FT OF LOTS 25
 AND 28 BLK 3.

The legal description displayed above is not adequate for use in legal documents

Owner Information

Owner : SEXUAL ASSAULT/DOMESTIC VIOLENCE CENTER, INC
 Mailing Address : 335 N WASHINGTON ST STE240 HUTCHINSON, KS 67501

Property Details

Property Type : Exempt
 Property Status : Active
 Taxing Unit : 005
 Neighborhood Code : 509
 Tract / Tax ID : See Tax History

Market Land Details

Actual Width :
 Eff Width :
 Eff Depth :
 Acres :
 Square Feet : 6,346

No Property Outbuildings or Improvements found.

Permit Details

Number :	Date :	Amount :	Purpose :
45941	6/23/2004	\$10,000	ADA BATH
49977	1/8/2008	\$2,800	INTREMODL
65720	10/8/2010	\$5,900	KITCHEN
65754	10/12/2010	\$5,600	KITCHEN REMODEL
76841	7/14/2014	\$9,614	

Value Details

Year : 2016
 Land : \$8,550
 Building : \$48,010
 Total : \$56,560

Deed Book/Page Historical

Book / Page List and Misc Legal Description Info :
 Book/Page 416/ 638 455/ 341 589/ 464 590/ 25

No Deed Information Available

No Sale Details found. (Please log in to view this data.)

Attachment 14: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of an cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form III "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Signature

Title

Date

Attachment 15: Statement Regarding Discrimination

STATEMENT REGARDING DISCRIMINATION

The applicant agrees and warrants that in the performance of an executed third party contract with the state that it will not discriminate or permit discrimination against religious creed, age, marital status, national origin, sex, mental retardation or physical disability including, but not limited to, blindness, unless it can be shown by the applicant that such disability prevents performance of work involved in any manner prohibited by the laws of the United States or of the State of Kansas, and the applicant further agrees to provide the Commission on Equal Opportunities with such information requested by the Commission concerning the employment as they relate to the provisions of this section.

I, _____ (the duly authorized representative of the applicant) do hereby certify that all the facts, figures and representations made in this application are true and correct, to the best of my knowledge and belief.

Authorized Signature

Title

Date

**Attachment 16: Statement Assuring Compliance With
Applicable Environmental Regulations**

STATEMENT ASSURING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS

The use of federal funds triggers the requirement of compliance with federal environmental regulations developed by the Department of Housing and Urban Development (HUD). These regulations, contained in 24 CFR Part 50 and Part 58 "Environmental Review Procedures for Recipients Assuming HUD Responsibilities", require compliance with the National Environmental Policy Act (NEPA), as well as several related federal laws, regulations and Executive Orders. In order to ensure compliance with these environmental regulations, the state shall require a complete description of all physical work to be undertaken, including specifications and drawings where applicable. This information is necessary to ensure that all environmental reviews and paperwork can be completed by the state in order to satisfy HUD requirements. No funds will be released or vouchers paid for physical activities unless environmental clearance has been obtained from HUD. NO construction activities may occur without formal notification from the City that the release of environmental conditions has occurred.

All physical projects must comply, where applicable, with environmental requirements, guidelines and statutory obligations in the following areas, as outlined in 24 CFR Parts 50 and 58, Historic Properties Protection; Flood plain Management and Wetland Protection; Coastal Zone Management Requirements; Sole Source Aquifer Protection; Wildlife, Endangered Species, and Wild and Scenic River Protection; Water Quality Regulations; Air Quality; Solid Waste Management Regulations; Farmland Protection; and other HUD Environmental Standards.

All work plans will be reviewed to ensure compliance with applicable environmental standards. The following sections briefly outline the statutory compliance areas which will affect most physical activities undertaken with CDBG funds.

Historic Properties: All properties to be rehabilitated, renovated, demolished or physically changed in any manner will be reviewed to determine if they are contained on the State of Kansas Historic List. If a structure is contained on the Historic List, rehabilitation or renovation activities must adhere to the National Secretary of the Interior's Standards for Rehabilitation. Any proposed activity which does not adhere to the Secretary of the Interior's Standards must be reviewed by the Kansas State Historic Preservation Office (SHPO) prior to commencement of the activity. All requirements outlined by SHPO and, where necessary, the Advisory Council on Historic Preservation, must be met before funds can be released. These requirements also pertain to demolition activities.

Air Quality/Asbestos Abatement: Prior to any rehabilitation, demolition or heating and ventilation improvement activity, all areas to be disturbed must be inspected for the presence of asbestos containing materials (ACM's). If asbestos is found in areas to be disturbed, all asbestos-containing materials must be completely removed by a NESHAP certified asbestos removal contractor and disposed of in accordance with all local, state and federal laws and requirements prior to the commencement of any construction or demolition work. All records documenting compliance with local, state and federal laws and regulations must be presented to the state prior to the commencement of any construction activity to obtain the release of funds. If the inspection determines that no asbestos is present in the areas to be disturbed, a signed letter stating the date of inspection and the absence of asbestos must be presented to the state.

Lead-Based Paint Abatement: Prior to the rehabilitation of any residential structure or non-dwelling facility commonly used by children under seven years, all applicable surfaces of units constructed prior to 1978 shall be inspected to determine if lead-based paint surfaces exist. If defective lead-based painted surfaces are present, notification and abatement, in accordance with all local, state and federal laws and regulations must occur prior to the release of funds. If no lead-based paint is present, a signed letter, stating the date of inspection, the name of the inspector, and the absence of lead-based paint, must be presented to the state.

2016

Kansas

2017

ESG

Other Applicable Statutory Requirements: If a property to be rehabilitated is located within a flood zone, wetland area or coastal zone, the proposed project must be reviewed to ensure consistency with applicable local, state and federal regulations. If the subject property is located in an airport clear zone or within an industrial/commercial area, the project must be reviewed to ensure that any potential site safety hazards are addressed.

To the best of your knowledge:

Does the proposed project area contain lead-based paint?

_____ Yes _____ No _____ Unsure

Does the proposed project area contain asbestos containing materials?

_____ Yes _____ No _____ Unsure

As the applicant, the undersigned assures the commitment to compliance with the environmental Regulations outlined by HUD.

Authorized Signature

Title

Date

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	10c
FOR ACTION	✓
INFORMATION ONLY	
INTER-OFFICE	

COMMUNICATION

DATE: April 7, 2016

TO: John Deardoff, City Manager

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

SUBJECT: Federal Fund Exchange Agreement with KDOT

BACKGROUND:

The federal fund exchange program is a voluntary program that allows the City of Hutchinson to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars (See attached article "Up and Running: Update on KDOT's Federal Fund Exchange")

The exchange rate for the program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged.

The benefits of the federal fund exchange are:

- It eliminates costly and time consuming requirements of federal aid projects.
- A wider variety of projects can be funded with state funds (i.e., maintenance projects can be funded through this exchange program).

ISSUE:

State law requires the State and the City to enter into an agreement concerning financing, construction, and maintenance of city roads utilizing federal or state funds.

The attached agreement states that the City of Hutchinson has requested exchanging our 2016 federal fund allotment (\$495,477.25) for a maximum of \$445,929.52. We plan to use these funds for our 2017 Street Maintenance Program.

ACTION:

We recommend that the Council authorize the Mayor to sign the Agreement.



Up and Running: Update on KDOT's Federal Fund Exchange

By Lisa Harris



Above are three examples of projects built with federal fund exchange dollars that were not eligible for federal aid. Left, a complex intersection in Chanute built partially with Main Street Program funding; Center, an asphalt overlay on a county road in Ottawa County; Right, a small bridge project in Jewell County.

In 2010, KDOT's Bureau of Local Projects initiated an innovative funding program—called the **Federal Fund Exchange**—to help local agencies get the most out of their federal dollars. How is it going? By all accounts, very well. This article will describe some of the projects being funded under the new program and how they compare with what is normally allowed and required under federal aid.

With the Federal Funds Exchange (FFE), a local public authority (LPA) exchanges its federal funds with KDOT for state funds, on a reimbursement basis. The state reimburses up to 90 percent of the local government's federal aid allocation for local projects, as costs are incurred. Exchanged funds can be used for construction or maintenance projects anywhere they are needed, including on roads not eligible for federal aid. The projects are under local control, with minimal state oversight. Work can be done by contractors or the LPAs own employees. Once a local agency submits expenses for reimbursement, it takes about two weeks to complete the process, said Ron Seitz, Chief of KDOT's Bureau of Local Projects.

The numbers

To date, over the 2.5 years the program has been operating, KDOT has committed over \$60 million in exchanged dollars across the state to be used on local projects by eligible local governments. (See sidebar on this page.)

All of the counties in Kansas are, or will be, eligible for the

program, but some have borrowed ahead on their federal funds and will be eligible when their annual allocations exceed the amount they have borrowed. (See map on next page.)

What projects are using FFE funds?

Here are a few examples of the types of projects local agencies are funding with their exchanged dollars.

Projects that are not eligible for federal aid.

- *Gravel road resurfacing.* Elk County used their exchanged funds to construct an aggregate road surface using county forces.
- *Chip sealing.* Some counties, including Geary, Republic and Chase, did chip seals. These are "maintenance-type" improvements and are not eligible for federal aid. Chase County did also did some patching with FFE funds.
- *Slurry sealing.* The City of Concordia laid a slurry seal on several residential streets. This is also maintenance-type work. Work on residential streets is not eligible for federal aid.
- *Asphalt overlays.* The City of Paola did an overlay on a residential street not eligible for federal funding. Ottawa County also used the funds for an overlay. The county had control over scope of project and focused on pavement maintenance, which is not eligible for federal aid.
- *Small bridge replacement.* Jewell County constructed a steel girder-type bridge using county forces. Several features of this type of bridge are not typically allowed on a federal-aid project.

Projects that ARE eligible for federal aid, but exchanged funds were used instead.

- *Asphalt overlay on a federal-aid route.* Doniphan County used FFE funds for their overlay project and had greater control over the schedule and how the project was constructed.
- *Bridge replacement.* Saline County used FFE funds for what had been a federal-aid project. As a result, the project let to contract sooner, and the county had greater control over every aspect of the project.

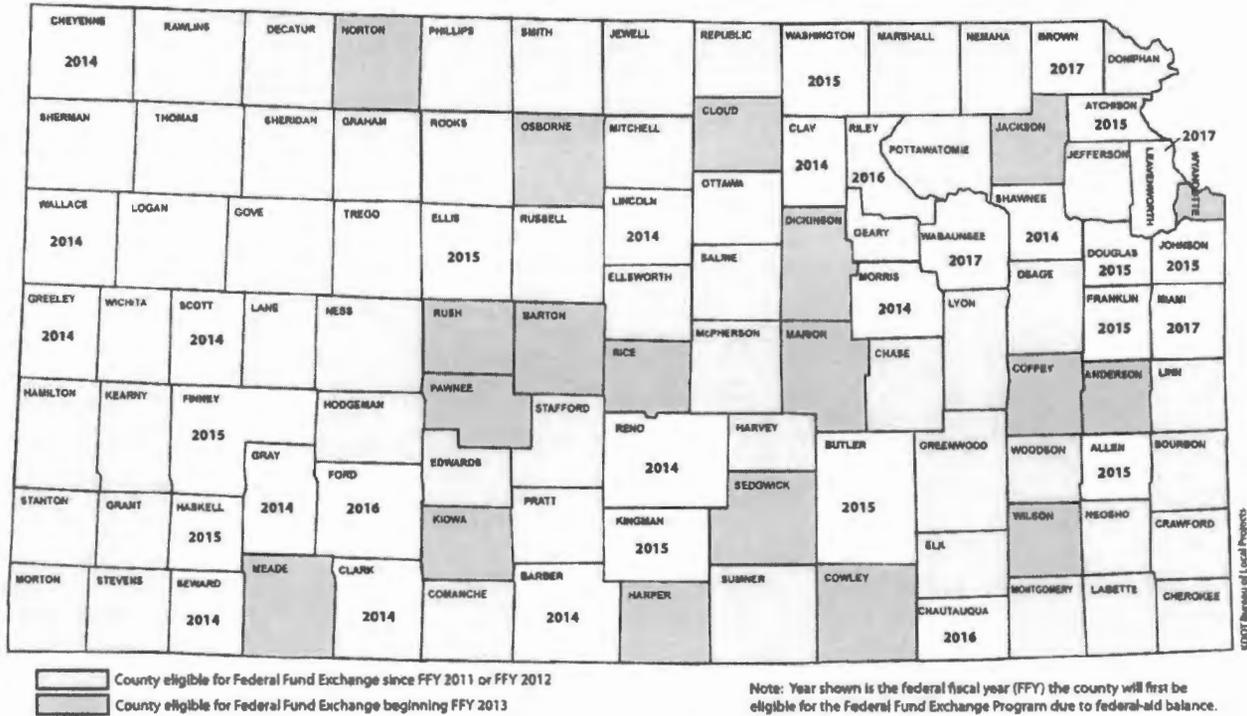
Kansas Federal Fund Exchange

Year	Counties Eligible	Exchanged
2011	52	\$24,820,000
2012	63	\$26,700,000
2013*	78	\$9,128,000

* KDOT has only received partial funding to date in 2013



Counties Eligible to Participate in the Kansas Federal Fund Exchange



Projects that need a funding boost.

- **Complex intersection.** The City of Chanute rebuilt an intersection as a focal point in their downtown that included special paving materials, signals and lighting. The city had greater control over the schedule and how project was constructed. The city combined FFE funds with other funding sources to construct a much larger project with special features that would not have been eligible for federal aid.
- **Arterial street reconstruction.** The City of Newton used FFE funds to supplement local funding on a major project.

Advantages of the Federal Fund Exchange

From the perspective of cities and counties. Most LPAs in Kansas have been very positive about the program. It allows them much more flexibility in using funds, and more maintenance work can be done with the funds available. The only downside is for those LPAs that have borrowed ahead on their federal funds. They can't have those funds exchanged retroactively, and they will not be eligible for the FFE program until their annual federal fund allocations exceed the amount they have borrowed.

From KDOT's perspective. The exchange program has been a boon for KDOT's Bureau of Local Projects. Local agencies are now better able to meet their highest local needs, and there is much less overall oversight required by KDOT. However, KDOT does require documentation that funds are being spent as

intended, to document fiduciary responsibility with state funds.

From FHWA's perspective. The FFE program also results in less local-level oversight and paperwork for FHWA. Mike Bowen, FHWA's Kansas Division Administrator, said the program complements FHWA's focus on pavement preservation and provides significant benefits for local agencies. "I put myself in their shoes," Bowen said, "and see huge advantages in terms of flexibility, cost, and speed in getting projects done. The projects don't need to follow federal-aid rules for environmental clearance, wages, and purchasing, and they don't need to be done by contractors. With locals managing their own FFE projects, FHWA can then focus on higher-level projects that should have more oversight."

Conclusion

As you can see, this program is a win-win for the state of Kansas and (especially) for local agencies in Kansas. Many cities and counties are taking advantage of it. It provides a great deal of flexibility for how communities use federal dollars on their roads and streets. For more information, contact Ron Seitz, Bureau Chief, KDOT Bureau of Local Projects, at (785) 296-3861 or Seitz@ksdot.org. ■

Sources:

- Harris, Lisa. KDOT launches new fund exchange. Kansas LTAP Newsletter. Fall 2010. <http://www2.ku.edu/~kutc/pdffiles/2010LTAP-Fall.pdf>
- Interviews: Ron Seitz and Sondra Clark 2-5-13, Mike Bowen, 4-19-13.

FUND EXCHANGE MASTER
CITY OF HUTCHINSON, KANSAS

**FEDERAL-AID
FUND EXCHANGE
MASTER AGREEMENT**

This MASTER AGREEMENT is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Hutchinson, Kansas** (the “City”), collectively, the “Parties.”

RECITALS:

- A. The Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- B. The City desires to exchange all or a portion of the City’s annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.
- D. The Parties have determined the Federal Fund Exchange Program would be most efficiently administered under this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

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

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Banked Funds**” means the city’s annual allotment of Federal Funds which the City has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.
- 3. “**City**” means the City of Hutchinson, Kansas.
- 4. “**Effective Date**” means the date this Agreement is signed by the Secretary or his designee.

5. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
6. **“Exchanged Funds”** means the funds from the City’s annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.
7. **“Exchanged Portion”** means a portion of funds from the City’s annual allotment of Federal Funds exchanged for State Funds.
8. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
9. **“Fund Exchange Request”** means the attached form “Attachment A” which is submitted by the City to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Parties”** means the Secretary and KDOT, individually and collectively, and the City.
12. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
13. **“State Funds”** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** The City will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the City submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

- (b) When the City submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) The City authorizes the Secretary to retain and use the Exchanged Portion of the City's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
 - (ii) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
 - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the City. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.
 - (iv) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.
 - (v) The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) The City shall not deposit the exchanged State Funds into the operating budget for the City.
- (b) The City shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and
 - (ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the transportation project, the City shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary

investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the City for any reduction in State Funds.
6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the City, the Secretary shall exchange funds in the amount available.
7. **Audit.** The City will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, the City shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Legal Authority.** The City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
10. **Indemnification.** To the extent permitted by law, the City agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City or the City's employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF HUTCHINSON, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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



KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND
EXCHANGE MASTER AGREEMENT

Date: March 31, 2016

County/City: Hutchinson

Federal Funds to Be Exchanged: \$495,477.25

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: Brian Clennan Title: Director of Public Works

Address: 1500 S. Plum, Hutchinson KS 67501

Phone: (620) 694-2626 Email: brian.c@hutchgov.com

Signature* Date

Typed or Printed Name

Title

*The representative signing this request must be authorized by law to bind the city/county to an agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	10d
FOR ACTION	✓
INFORMATION ONLY	

INTER-OFFICE COMMUNICATION

DATE: April 13, 2016

TO: John Deardoff, City Manager
Brian Clennan, Director of Public Works

FROM: Don Koci, Superintendent of Water Treatment Systems *DK*

SUBJECT: Consideration of Work Authorization #20 to City Contract #3159 with CDM Smith for the 2016 4th and Carey Site Monitoring Program and Other Services in the Amount of \$117,007; a Component of the Integrated Groundwater Remediation and Reverse Osmosis Project

BACKGROUND

In 1994 the City signed a consent agreement with the Kansas Department of Health and Environment (KDHE) to investigate and clean up groundwater contamination in the site commonly referred to as 4th and Carey. The contamination of major concern is carbon tetrachloride. This chemical was released to the environment from storage tanks at some grain elevators in the site area. The companies responsible for the contamination entered into an agreement with the City agreeing to pay for the cleanup. A TIF (tax increment finance) district was established in 1994 for 20 years to also fund the cleanup. The City has had many prior work authorizations with CDM to investigate, characterize and remediate the contamination.

ISSUE

Work Authorization #20 is being proposed in the amount of \$117,007 for the 2016, 4th and Carey site monitoring program, client support services, and evaluation of options for additional remedial measures at the Farmland J elevator source areas. The work authorization amount is based on estimates per task and is billed on an actual cost basis. This authorization consists of four (4) tasks. This work authorization provides for the eleventh year (2016) sampling and monitoring program required of the City by KDHE as per the KDHE approved 4th and Carey Site-wide Monitoring Plan and Source Area Monitoring Plan. Additional work authorizations may be required for additional years of the monitoring program and other engineering support services needed after 2016.

Task 75 – 2016 combined semi-annual site-wide monitoring fieldwork and reporting and source area performance evaluation monitoring fieldwork and reporting, consisting of sampling and monitoring rounds of 36 monitoring wells and the required semi-annual KDHE report - \$36,699.

Task 76 – 2016 combined annual site-wide monitoring fieldwork and reporting and source area performance evaluation monitoring fieldwork and reporting, consisting of sampling and monitoring rounds of 43 monitoring wells and the required annual KDHE report - \$41,050.

Task 77 – Client support services including KDHE monthly and quarterly project progress reports, remediation system controls and operation, assistance with

Environmental Use Control (EUC) applications, assistance with RW-4 alternative remediation planning and Explanation of Significant Difference (ESD) paperwork, and other support services as needed - \$25,000.

Task 78 –Evaluate supplemental remedial alternatives to accelerate degradation and cleanup of the Farmland J SW source areas, primarily an injection program of chemical or biological remediation media and prepare a memorandum for the City which summarizes results from the evaluation and recommends injection media - \$14,258.

FISCAL

Work Authorization #20 expenses will be paid from the 4th and Carey TIF (tax increment financing) Environmental Fund. With the expiration of the TIF district in 2014, no additional TIF district tax funds will be received in 2016. It is projected that sufficient funds are available in the TIF Environmental Fund for the 2016 and 2017 TIF budget expenses. Water Fund revenue will be used to pay for the 4th and Carey Site groundwater remediation, treatment and reuse when the TIF funds run out.

RECOMMENDATION

Staff recommends approval of Work Authorization #20 with CDM Smith in the amount of \$117,007.

CITY COUNCIL ACTION

Motion to (approve, not approve) Work Authorization #20 with CDM Smith in the amount of \$117,007, for the 4th and Carey Site Monitoring Program and other Services for 2016, and authorize the Mayor to sign.

ATTACHMENTS

Three (3) copies of Work Authorization #20 for original signatures.

Exhibit B

Work Authorization No. 20

Where the term "Consultant" shall appear in the original Agreement, the term shall hereinafter, unless the contents clearly indicate otherwise, mean and refer to CDM Smith Inc.

This Work Authorization No. 20 comprises a formal amendment to the Consulting Services Agreement (Agreement) between CDM Smith (CONSULTANT) and the City of Hutchinson, Kansas (CITY) dated August 9, 1994 in accordance with Section 1 of said Agreement.

CONSULTANT will perform the following Tasks as noted below:

Task 75 Semiannual Sampling and Reporting

A. Field Work	Labor	\$14,228
	ODCs	\$3,030
	OPs	\$4,232
B. Reporting	Labor	\$14,620
	ODCs	\$589
	OPs	\$0
<hr/>		
Task 75 Subtotal.....		\$36,699

Task 76 Annual Sampling and Reporting

A. Field Work	Labor	\$16,230
	ODCs	\$3,090
	OPs	\$5,082
B. Reporting	Labor	\$15,920
	ODCs	\$728
	OPs	\$0
<hr/>		
Task 76 Subtotal.....		\$41,050

Task 77 Client Support Services

General Client Support/KDHE Support	Labor	\$24,000
	ODCs	\$1,000
	OPs	\$0
<hr/>		
Task 77 Subtotal.....		\$25,000

Task 78 Evaluation of Additional Remedial Measures at Farmland J

Evaluation and microcosms	Labor	\$13,430
	ODCs	\$578
	OPs	\$250
<hr/>		
Task 78 Subtotal.....		\$14,258

Work Authorization No. 20 Total.....\$117,007

Attachment 1 to this Exhibit B provides a description of the work to be conducted under Work Authorization No. 20.

The total approved budget for the 4th & Carey Site is currently \$4,777,011 and includes Work Authorization Nos. 1 through 19 and the Amendment to Work Authorization No. 2. CITY agrees to pay CONSULTANT in accordance with Section 3 of the Consulting Services Agreement between CONSULTANT and CITY. The total cost of Work Authorization No. 20 is \$117,007 and will increase the total 4th & Carey Budget to \$4,894,018. The amount of Work Authorization No. 20 shall not be exceeded without prior written authorization from the CITY.

Work Authorization No. 20 agreed to and approved by the CITY and CONSULTANT.

Attest:

CITY OF HUTCHINSON

CDM SMITH INC.

By: _____

By: _____

Name:

Name: Bruce R. Barnes, P.E.

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attachment 1 to Exhibit B of Work Authorization No. 20

CONSULTANT has prepared a scope, budget, and schedule for the 4th & Carey Remediation and Monitoring project for the CITY. Descriptions of the work to be conducted for each task are provided below.

Previous Work Authorizations describe Tasks 1 through 74 so the tasks herein have been numbered sequentially (Tasks 75 through 78). Tasks 69 and 70 under Work Authorization No. 19 are substantially complete. Task 71 was a general support task with no specific deliverables. Task 72 was an optional task to provide additional support to the CITY in preparing/obtaining EUCs for the source areas; draft applications were completed under Work Authorization No. 18 and Task 72 was not exercised. Task 73 was an optional task for assisting the CITY with the reuse of RW-04 water; some funds were used for a meeting with the CITY, KDHE, and EPA to discuss reuse and to prepare the draft reuse plan. Task 74 was to evaluate supplemental remedial alternatives to accelerate degradation and cleanup of the FJ SW and NW source areas, including performance of up to three simple microcosm studies to aid the evaluation. The funds from Task 74 were used to perform an additional soil and groundwater investigation at KDHE as required by the KDHE and begin the microcosm testing. A total of four tasks have been developed to define scope and budget for this phase of the project. Descriptions of the tasks to be conducted under Work Authorization No. 20 are provided below.

Task Descriptions

Task 75 – Semiannual Sampling and Reporting

CONSULTANT will provide all necessary supervisory and field staff to sample the required 4th & Carey Site network monitoring wells during the semiannual 2016 sampling event (scheduled for May/June) as required by the KDHE. All sampling will be conducted by trained and qualified personnel. The groundwater water levels will be measured within a 24-hour period to provide a snapshot in time of the groundwater flow conditions across the 4th & Carey Site. The groundwater sampling network will be sampled in accordance with the various KDHE-approved Monitoring Plans and related documents.

A combined monitoring report for site-wide, source area performance monitoring, and downgradient performance monitoring will be prepared following the semiannual monitoring event and submitted to the KDHE Bureau of Environmental Remediation (BER).

Each report will be reviewed by a Kansas-licensed geologist prior to submittal and will present the following:

- A description of system operations and performance, including a description and illustration of the effectiveness of the corrective action. Any repairs or modifications made to the corrective action system during the reporting period will be noted, as appropriate;
- Analytical laboratory and water level data collected for that sampling event. Each report will include copies of laboratory reports and results tables for carbon tetrachloride (CT) and chloroform (CFM) concentrations, other detected analytes, and water level measurements. Any inconsistencies in data will be noted as well as any deviations from the approved sampling procedures;
- A tabular comparison of the current monitoring data to previous monitoring results;
- Results of quality assurance/quality control (QA/QC) data and an evaluation of the usability of the analytical data;

- Results maps with analytical data posted adjacent to the monitoring well locations, and a depiction of the contaminant plumes based upon the latest monitoring well data. Soil vapor extraction (SVE) discharge data will also be included in the monitoring report as appropriate;
- A potentiometric surface map generated from the latest water level measurements collected during that monitoring event;
- Well completion data for any newly installed wells; and
- Any other relevant site data collected during the reporting period.

A summary of other activities conducted at the Site during the 1st half of the year and planned activities for the 2nd half of the year will also be included in the semiannual report. This scope assumes the CITY will provide the necessary system operation and maintenance data and any land use/zoning updates required to meet the semiannual reporting requirements of the approved plans.

The estimate to complete Task 75 services is **\$36,699**.

Task 76 – Annual Sampling and Reporting

CONSULTANT will provide all necessary supervisory and field staff to sample the required 4th & Carey network monitoring wells during the annual 2016 sampling event (scheduled for November/December) as required by the KDHE. All sampling will be conducted by trained and qualified personnel. The groundwater water levels will be measured within a 24-hour period to provide a snapshot in time of the groundwater flow conditions across the 4th & Carey Site. The groundwater sampling network will be sampled in accordance with the KDHE-approved Monitoring Plans and related documents.

A combined monitoring report for site-wide, source area performance monitoring, and downgradient performance monitoring will be prepared following the annual monitoring event and submitted to the KDHE BER.

Each report will be reviewed by a Kansas-licensed geologist prior to submittal and will present the following:

- A description of system operations and performance, including a description and illustration of the effectiveness of the corrective action. Any repairs or modifications made to the corrective action system during the reporting period will be noted, as appropriate;
- Analytical laboratory data and water level data collected for that sampling event. Each report will include copies of laboratory reports and results tables for CT and CFM concentrations, other detected analytes, and water level measurements. Any inconsistencies in data will be noted as well as any deviations from the approved sampling procedures;
- A tabular comparison of the current monitoring data to previous monitoring results;
- Results of QA/QC data and an evaluation of the usability of the analytical data;
- Results maps with analytical data posted adjacent to the monitoring well locations, and a depiction of the contaminant plumes based upon the latest monitoring well data. Concentration time trend plots of the monitoring well data and SVE discharge data will also be included in the monitoring report;
- A potentiometric surface map generated from the latest water level measurements collected during that monitoring event;

- Well completion data for any newly installed wells;
- Any other relevant site data collected during the reporting period.

A summary of other activities conducted at the Site during the 2nd half of the year and planned activities for the 1st half of the following year will also be included in the annual report. This scope assumes the CITY will provide the necessary system operation and maintenance data and any land use/zoning updates required to meet the annual reporting requirements of the approved plans.

The estimate to complete Task 76 services is **\$41,050**.

Task 77 – Client Support Services

CONSULTANT will provide general client support services (i.e., technical, KDHE support, etc.) not to exceed the estimate to complete these services. Services will include but are not limited to providing continued support to the CITY: in discussions with the KDHE regarding source area system operations and/or alternative remedial options, in obtaining no further action approvals or Environmental Use Controls (EUCs) for the site source areas, and in assisting with RW-4 water reuse planning and paperwork (e.g., preparation of Explanation of Significant Difference (ESD) paperwork as required to modify the remedial action for the Textron site). Support services provided under this task shall require prior authorization from the CITY.

The estimate to complete Task 77 services is **\$25,000**.

Task 78 – Evaluation of Additional Remedial Measures at Farmland J

Groundwater concentrations of CT in the western portion of the FJ source property remain above KDHE action levels and the existing AS/SVE system in the southwest area no longer appears to be performing optimally. CT and CFM in groundwater in the northwestern portion of the property have been increasing over the last several years although there has been no known use or disposal/spills of CT in this area. Tasks 66 (under Work Authorization No. 18) and 74 (under Work Authorization No. 19) were used to collect soil and groundwater samples in the western FJ area in an effort to determine the source of the ongoing elevated CT concentrations affecting the FJ NW and SW areas. Soil concentrations from one sample in FJ NW exceeded action levels. This location was adjacent to the northern railroad tracks suggesting that a spill may have occurred at some time in the past. Soil concentrations in FJ SW were below action levels. At this time, it does not appear cost effective to continue operating the FJ SW system or to install and operate an AS/SVE system in FJ NW. Funds from Task 74 under Work Authorization No. 19 were also used to begin the performance of simple microcosm studies in CDM Smith's Treatability Laboratory to verify if one or more injection media might be effective under site-specific conditions to accelerate degradation and cleanup of the FJ SW and NW source areas.

Under Task 78, CONSULTANT will complete the microcosm studies and the results will be used to evaluate supplemental remedial alternatives, primarily an injection program of chemical or biological remediation media. Injection remedies will be evaluated in relation to: a) effectiveness, b) applicability, and c) relative cost. Following the microcosm studies, CONSULTANT will prepare a memorandum which describes the activities, documents the evaluations, and provides recommendations. If chemical and/or biological injection is deemed feasible, a preliminary injection program layout will be provided in the memorandum.

Altering the preferred remedy for cleanup at the Farmland J Elevator appears to constitute a Fundamental Change to the existing *Corrective Action Decision* for the 4th & Carey site under the EPA

guidance on Records of Decision (RODs) and Explanations of Significant Difference (ESDs); i.e., a change that involves an appreciable change in the scope, performance, and/or cost. Therefore, costs associated with an ESD, any potentially required Corrective Measures Study, and/or performance of an actual injection program or other remedial action is not included in this task. The exact requirements are not known at this time; however, some of the items may be avoided by performing a pilot demonstration program.

The estimate to complete Task 78 services is **\$14,258**.

Exhibit C
Compensation
Work Authorization No. 20

1. Schedule for Hourly Labor Billing Rates

Historically, billing rates have been based on a personnel-specific basis. The billing rates herein will apply for all work activities through May 2017. Previously, the last billing rate changes were in April 2013. These rates allow the Consultant to continue to pay competitive rates and recover the appropriate fees on the project. For time spent by the Consultant in performing work authorized by the Client, the Client agrees to pay the Consultant according to the following rate schedule. The rates include overhead and profit. Rates for each category assigned to this project are as follows:

CATEGORY	CURRENT RATE
<u>PROFESSIONAL SERVICES</u>	
Scientist/Engineer 8/9 (Program Director/Technical Specialist)	\$220.00
Scientist/Engineer 7 (Senior Professional/Project Manager)	\$170.00
Scientist/Engineer 6 (Professional III)	\$150.00
Scientist/Engineer 5 (Professional III)	\$130.00
Engineer 4 (Professional II)	\$115.00
Scientist 4/Engineer 3 (Professional II)	\$104.00
Scientist 3/Engineer 2 (Professional I)	\$98.00
Scientist 1/2, Engineer 1 (Professional 1/Technician)	\$80.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
Word Processor 4/5 (Senior Staff Support Services)	\$80.00
Word Processor 3 (Staff Support Services)	\$65.00
Geographic Information Systems (GIS) Specialist 4	\$90.00
Geographic Information Systems (GIS) Specialist 3	\$85.00
Drafter 5/6 (Senior CAD Operator)	\$90.00
Drafter 2/3 (CAD Operator)	\$80.00
<u>PROJECT SUPPORT SERVICES</u>	
Financial Contract Administrator 8	\$110.00
Financial Contract Administrator 7	\$85.00

2. Payment Method for Expenses

Air fare	\$ At Cost	Automobile rental	\$ At Cost
Equipment rental/purchase	\$ At Cost	Meals & lodging	\$ At Cost
Sample shipping charges	\$ At Cost	Printing & reproduction	\$ At Cost
Other miscellaneous costs	\$ At Cost		

Mileage (billed at the U.S. General Services Administration Rate at the time of billing)

Work done by subcontractors/consultants, including: laboratory services, drilling, surveying, direct-push services, and any other professional services \$ At Cost + 5%

COUNCIL COMMUNICATION	
FOR MEETING OF	4-19-16
AGENDA ITEM	10e
FOR ACTION	✓
INFORMATION ONLY	

**INTER-OFFICE
COMMUNICATION
City Council Agenda**

Date: April 13, 2016

To: John Deardoff, City Manager

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

Subject: Report of Bid Opening for 2016 Arterial Street Maintenance
(Project No. 16-01)

Background:

This project consists of the City's Arterial Street Maintenance Program for 2016. The attached location map indicates the streets that are included in this project. This project consists of milling streets and an asphalt overlay. In addition there is a portion of the project which includes replacement of concrete at the intersection of Alcoa Drive and Airport Road and the placement of concrete on a portion of Commerce Street at Siemens north entrance.

A total of 2 bids were opened on Tuesday, April 12, 2016. The low bid of \$1,055,764.64 was received from Cornejo and Sons, LLC of Wichita. The Engineer's Estimate and bid summary are listed below.

	Engineer's Estimate	\$1,394,750.46
1	Cornejo and Sons, LLC	\$1,055,764.64
2	APAC-Kansas, Inc.	\$1,182,838.54

The bid tabulation is attached for your reference.

The final completion date for this project is November 24th, 2016.

The bid was competitive and is below the Engineer's Estimate for the project.

Fiscal:

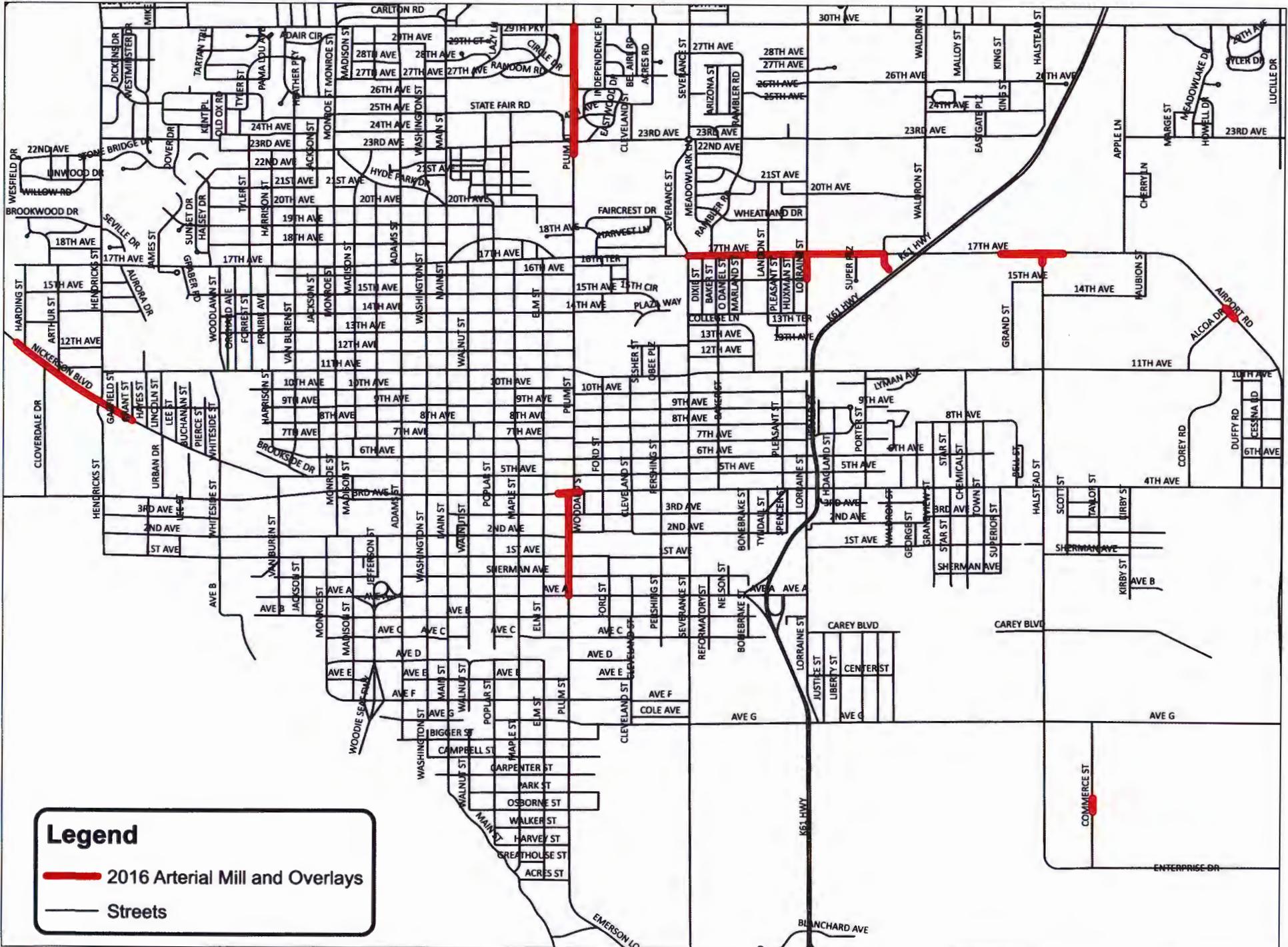
The cost of this project will be funded through the Arterial Street Reserve CIP for this year's project.

Action:

It is recommended that the City Council approve the bids and authorize the Mayor to sign a contract with Cornejo and Sons, LLC in the amount of \$1,055,764.64, subject to compliance with all legal requirements.

City of Hutchinson
 2016 Arterial Street Maintenance
 Project No. 16-01
 Bid Date: April 11, 2016

Item	Description	Units	Engineer's Estimate		APAC-Kansas, Inc.		Cornejo & Sons	
			Cost	Total	Unit Cost	Total	Unit Cost	Total
1	SAWCUTTING (FULL DEPTH)	468	\$ 2.00	\$ 936.00	\$ 3.85	\$ 1,801.80	\$ 4.55	\$ 2,129.40
2	CURB AND GUTTER REMOVAL	90	\$ 5.00	\$ 450.00	\$ 5.70	\$ 513.00	\$ 3.85	\$ 346.50
3	FULL DEPTH PAVEMENT REMOVAL	2425	\$ 7.50	\$ 18,187.50	\$ 10.70	\$ 25,947.50	\$ 5.50	\$ 13,337.50
4	UNCLASSIFIED EXCAVATION	186	\$ 8.50	\$ 1,581.00	\$ 10.25	\$ 1,906.50	\$ 18.80	\$ 3,496.80
5	EMBANKMENT	39	\$ 6.00	\$ 234.00	\$ 6.50	\$ 253.50	\$ 11.75	\$ 458.25
6	CONTRACTOR FURNISHED BORROW	20	\$ 30.00	\$ 600.00	\$ 21.85	\$ 437.00	\$ 26.80	\$ 536.00
7	30" STANDARD CURB AND GUTTER	80	\$ 22.50	\$ 1,800.00	\$ 22.20	\$ 1,776.00	\$ 23.25	\$ 1,860.00
8	8" AB-3 AGGREGATE FOR SUBGRADE	1051	\$ 35.00	\$ 36,785.00	\$ 34.30	\$ 36,049.30	\$ 29.00	\$ 30,479.00
9	8" CONCRETE BASE	1781	\$ 6.50	\$ 11,576.50	\$ 5.75	\$ 10,240.75	\$ 6.25	\$ 11,131.25
10	8" CONCRETE PAVEMENT (AE)(NRDJ)	1033	\$ 62.00	\$ 64,046.00	\$ 61.70	\$ 63,736.10	\$ 48.50	\$ 50,100.50
11	10" CONCRETE PAVEMENT (AE)(NRDJ)	1378	\$ 72.00	\$ 99,216.00	\$ 65.15	\$ 89,776.70	\$ 52.00	\$ 71,656.00
12	OVEREXCAVATION (WITH AB-3 ROCK BASE)	110	\$ 60.00	\$ 6,600.00	\$ 60.90	\$ 6,699.00	\$ 45.50	\$ 5,005.00
13	1.75" ASPHALT MILLING	7600	\$ 2.00	\$ 15,200.00	\$ 2.00	\$ 15,200.00	\$ 1.40	\$ 10,640.00
14	2" ASPHALT MILLING	57171	\$ 2.25	\$ 128,634.75	\$ 2.00	\$ 114,342.00	\$ 1.00	\$ 57,171.00
15	SR12.5A OVERLAY (20%RAP)(PG64-28)	8231	\$ 89.50	\$ 736,674.50	\$ 72.40	\$ 595,924.40	\$ 70.50	\$ 580,285.50
16	FULL DEPTH 8" CONCRETE BASE REPAIRS	10000	\$ 6.50	\$ 65,000.00	\$ 7.20	\$ 72,000.00	\$ 5.00	\$ 50,000.00
17	PAVEMENT MARKING (MULTI-COMPONENT) (YELLOW) (4")	27279	\$ 0.65	\$ 17,731.35	\$ 0.41	\$ 11,184.39	\$ 0.41	\$ 11,184.39
18	PAVEMENT MARKING (MULTI-COMPONENT) (WHITE) (4")	11855	\$ 0.65	\$ 7,705.75	\$ 0.41	\$ 4,860.55	\$ 0.41	\$ 4,860.55
19	PAVEMENT MARKING (MULTI-COMPONENT) (YELLOW) (6")	924	\$ 0.80	\$ 739.20	\$ 3.00	\$ 2,772.00	\$ 3.00	\$ 2,772.00
20	PAVEMENT MARKING (MULTI-COMPONENT) (WHITE) (24")	1302	\$ 0.80	\$ 1,041.60	\$ -	\$ -	\$ -	\$ -
21	PAVEMENT MARKING SYMBOL (LT TURN ARROW)(WHITE)(8')	64	\$ 250.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -
22	PAVEMENT MARKING SYMBOL (RT TURN ARROW)(WHITE)(8')	13	\$ 250.00	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -
23	PAVEMENT MARKING SYMBOL (RR CROSSING)(WHITE)(60')	4	\$ 350.00	\$ 1,400.00	\$ 725.00	\$ 2,900.00	\$ 725.00	\$ 2,900.00
24	TRAFFIC CONTROL	1	\$ 55,000.00	\$ 55,000.00	\$ 47,325.00	\$ 47,325.00	\$ 33,000.00	\$ 33,000.00
25	MOBILIZATION	1	\$ 60,000.00	\$ 60,000.00	\$ 56,490.00	\$ 56,490.00	\$ 93,000.00	\$ 93,000.00
26	PUBLIC RELATIONS	1	\$ 25,000.00	\$ 25,000.00	\$ 2,350.00	\$ 2,350.00	\$ 3,300.00	\$ 3,300.00
27	ADJUST MANHOLE TO GRADE	14	\$ 500.00	\$ 7,000.00	\$ 456.50	\$ 6,391.00	\$ 805.00	\$ 11,270.00
28	ADJUST WATER VALVE TO GRADE	17	\$ 700.00	\$ 11,900.00	\$ 703.65	\$ 11,962.05	\$ 285.00	\$ 4,845.00
	TOTALS			\$ 1,394,750.46		\$ 1,182,838.54		\$ 1,055,764.64



Legend

 2016 Arterial Mill and Overlays

 Streets