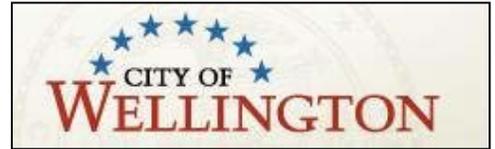


# COUNCIL AGENDA

May 3, 2016 ★ 6:30 p.m.



317 South Washington ★ Wellington, Kansas 67152

## I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE no students until September 2016

III. INVOCATION Reverend Debra Schmidt of First Presbyterian Church

## IV. ROLL CALL

## V. AUDIENCE PARTICIPATION

- 1) Kristy Debuhr, 220 N. Haslet- Requested Hearing for Code Compliance Violations- Copy of Original Letter, Photos, and Comments from Code Compliance Officer Norton attached
- 2) WSU MiniMPA Certificates Presented to Jason Newberry & Aaron Norton, by Paula Downs, Professional Development Manager , Hugo Wall School

## VI. CONSENT AGENDA

### A. APPROVAL OF MINUTES

- 1) Work Session of April 18, 2015
- 2) Regular Session of April 19, 2016
- 3) Special Session of April 27, 2016

### B. APPROVAL OF APPROPRIATIONS

- 1) Payroll Report for April 3 - 16, 2016
- 2) ACH Authorization Voucher #995 for BCBS for April 13 -19, 2016
- 3) ACH Authorization Voucher#996 for BCBS for April 20 - 26, 2016
- 4) Claims Register for April 16 - 30, 2016

### C. COUNCIL CORRESPONDENCE

- 1) Local Retailer Sales Tax & Compensating Use Tax Funds for March 2016
- 2) WRC Meeting Minutes for February 26, 2016
- 3) WRC Meeting Minutes for March 22, 2016

## VII. REPORTS OF MAYOR AND COUNCIL

- 1) Proclamation for Public Service Week, May 1 – 7, 2016

## VIII. REPORTS OF CITY OFFICIALS

- 1) Announcement of Sumner County Economic Development Commission Small Business Workshop.
- 2) Discussion of Crestview Heights subdivision

## IX. PUBLIC HEARING

## X. ORDINANCE

- 1) AN ORDINANCE OF THE CITY OF WELLINGTON, KANSAS, GRANTING TO KANSAS FIBER NETWORK, A KANSAS LIMITED LIABILITY COMPANY (KSFIBERNET), ITS SUCCESSORS AND ASSIGNS, A TELECOMMUNICATIONS FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

## XI. A RESOLUTIONS

## XII. STUDY ITEMS

## FUTURE AGENDA ITEMS

## ADJOURN



# CITY OF WELLINGTON

Case Information

**Date** 4/19/2016  
**Case Number** 645  
**Name** Joanne Dillard & Malinda French & Kristy Debuhr  
**Address** 220 N. Haslet St.  
**Violation** Excessive Debris  
**Telephone**  
**Owner Name** Joanne Dillard & Malinda French  
**Owner Address** 220 N. Haslet St.  
**City and Zip** Wellington, KS 67152  
**Complainant Name**  
**Complaint** Excessive debris and rubbish on premises  
**Complainant Telephone/Address**  
**Date Completed**  
**Status** Open  
**Courtesy Mailing Date** 4/19/2016  
**Legal Notice Publication Date**  
**Assigned To** Aaron Norton

Property Information

Parcel#: 1561304004001000  
 DILLARD, JOANNE  
 222 N HASLET ST, Wellington, KS 67152

Owner Information

DILLARD, JOANNE  
 220 N HASLETT ST WELLINGTON, KS 67152  
 WELLINGTON,

Case History

Date	Type	Description
4/19/2016	Note	After receiving an email from Fire Chief Hay concerning a large amount of tires on the property, Code Compliance did an inspection. Upon inspection, CC found a large wall of tires behind the property, leading into a creek behind the house, along with several large piles of tires. A large trailer of rubbish, old couches, broken TVs and other trash was scattered around the property.

4/19/2016 4:03:00 PM Document



4/19/2016 4:03:02  
PM

Document



4/19/2016 4:03:04  
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4/19/2016 4:03:06  
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4/19/2016 4:03:08  
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- 4/20/2016 Note City Code Enforcement received a call from City Street Dept. concerning old tires washed in drainage creek while clearing debris after rain storm the night before. City Street Dept. stated that tires were causing a blockage of several residential culverts in the area and would need to be removed ASAP. Instructed City Street to document with pictures and log man hrs. of time for possible fines imposed on property owner(s) to recoup city costs. JC
- 4/22/2016 Note City Street Department had to remove a number of tires from the creek behind the property because they were blocking water flow. Darren Vargas from Street Department calculated the costs: Removal of 22 tires from end of culverts on 100 N.Short st. Mini-x 1 hour \$60 Dump truck 1 hour \$45 3 men 1 hour per \$59.40 Dump fee \$ 77
- 4/25/2016 Note Miss Debuhr came into the CC office to ask about extension options. A plan was set up to put as many tires as possible in the tool shed, as to keep them out of the rain. She was also presented with some phone numbers and possibilities to help get the property cleaned up. Miss Debuhr also asked for an appeals in front of the City Council. A time is being set up.

The Council of the City of Wellington, Kansas, met in a Work Session on April 18, 2016 at 5:30 p.m., in the City Council Room, City Administration Center, with Mayor Shelley Hansel presiding.

The Pledge of Allegiance was led by Mayor Hansel.

Council members Bill Butts and Jan Korte were present at roll call. Council members Kip Etter, Kelly Green, Vince Wetta and Jim Valentine were absent at roll call.

Members of the Staff present were City Attorney Mike Brown, City Manager Roy Eckert, Finance Director Shane Shields, City Clerk Carol Mericle and Utility Director Jason Newberry. Sumner County Economic Development Director Stacy Davis was also present.

#### **REPORTS OF CITY OFFICIALS**

***KsFiberNet.*** Mayor Hansel introduced Bob Wallentine, Director of Operations and Tony Russell, Vice President of Business Operations and Fiber Transport Executive with KsFiberNet. Mr. Russell explained that they have already attended 16 other City Meetings in the past twelve months, most in the SE area of Kansas, to introduce their company and explain what they are trying to accomplish and to field questions. He explained they want to extend fiber optics from their network into Wellington and have already been working with, and have purchased services through Sumner Communications. Although there is a chance that there will be some competition for services, most of the customer base that Sumner Communications serves, are not of interest to FiberNet and their focus is to extend the network out of Wellington into surrounding areas. Mr. Wallentine added wholesale is their biggest business and they like to focus on customers in the areas of government, banks, schools, state entities, hospitals, to link them directly with their other branches. He added that what they have done in other markets is look for companies such as Sumner Communications to buy existing fiber services less expensively.

Mayor Hansel asked why the City needed to be involved and why this was not just a business to business transaction. Mr. Russell replied that they would need for the City to provide right of way to them to establish services in the City. Mayor Hansel asked if all the fiber was placed underground. Mr. Wallentine explained the difference between aerial attachment and underground and when each may be necessary. He also explained that a franchise agreement would be needed first and a pole agreement may be needed later, as well. They are currently working with communities in Ft. Scott, Parsons, Atchison, Pittsburg, Manhattan, Garnett, Paola, Osawatomie and Topeka.

Council member Korte asked if all the City would be doing is giving permission for accessing the right of way. Mr. Wallentine replied and explained more about the right of way and since they are not typically a residential provider, they would use more of the larger or primary routes through town. Mr. Russell informed of advantages of expanding into the Wellington area.

Council member Butts asked about the City receiving franchise money and Mr. Russell explained that it depended on the agreement and some larger agreements would require more customers at the start up to help pay for it. He felt eventually the consumer would end up paying for it, such as the franchise fee that we see on our Sumner Communications bill.

Council member Korte remembers that the Council received a letter of concern from the residents of a local nursing home who felt they would be forced to change services from a local company. Mr. Russell responded KsFiberNet did not have the desire to have every single residential or business as a customer – they simply want to be another option for some larger users.

Mayor Hansel informed them the community values the regional partnership and want to be open to all options and opportunities but they are also concerned about relationships and retention of local companies. Mr. Russell explained they are based in Wichita and owned by Kansas companies. He

believes they play very well into the local companies and compared to some of the larger companies they partner with, such as Cox Communications, they are small fish.

Mayor Hansel asked if KsFiberNet would lay fiber next to fiber. Mr. Russell responded that there are a few instances when they would need to lay fiber where fiber already exists: contractual requirements, existing company cannot spare the fiber, high availability customers (hospital, police) that cannot be down and then it is best to have fiber in two different areas so that in case of accidental severing with a backhoe, the customer does not go down.

Director Davis shared that Cowley College has already made an announcement of their intentions of putting in a 35 million dollar facility in Sumner County, in the Wellington area that will have 3 buildings, with a 5-10 year plan of adding residency halls, so having options such as KsFiberNet will be very attractive to them.

Council member Korte asked about financial gains for the City and Mayor Hansel asked for further explanation about the 5% franchise fee for gross revenue. Mr. Wallentine explained that this gets into state statues that dictate how carriers like them and municipalities interact together. There are various fees but per the state statue, broadband services are exempt. He stated again, the fees will be paid mostly by consumers and will not be large amounts, mostly permits revenue.

Manager Eckert explained that the benefits the city gains will be from having the fiber services, more of an ancillary economic development.

Mayor Hansel invited KsFiberNet to attend the May 3<sup>rd</sup> Council meeting. She will be making copies of the agreement and sharing with the other Council Members who are not at the meeting today so that they may review for questions or concerns at the May 3<sup>rd</sup> meeting.

**City Electric Production-Summer 2016.** Director Newberry shared that we will potentially be using the steam plant as a more economical way to generate income. He said we would only use it 2-3 months during the summer, if asked. He said it costs approximately \$6,000 more a month to keep plant ready, but if it is called for production, we would get reimbursed and receive significantly more revenue than the cost to produce. Director Newberry stated the rough numbers are 120 hours of production is equal to \$20,000 revenue. He has already talked to KPP, they are interested and there is potential, but no guarantee. His information to the Council was to see if there is interest in pursuing this opportunity and they will not be moving forward without authority from the Council.

**Raw Water Issue.** Mayor Hansel asked Manager Eckert for a quick update on the Raw Water issue. Director Newberry responded that Attorney Mike Brown sent out letters to approximately 23-25 people and we received responses from 13 of those people. He continued there are various things occurring: four have signed agreements with the City of Wellington; two are having trouble finding a contractor to drill a well due to issues with equipment, so they are working with a contractor from the Sedgewick County area; a few do not agree with the contract but are drilling for water to cover their bases, and they have found that their holes are not yielding as well as they would like them to; a few more we are still waiting for decisions on: and two are now in touch with an attorney. He added that the rest we never heard back from the initial letter. Director Newberry reminded the Council that KDHE says the water must be shut off on May 1st and this decision is a Federal Law that the State of Kansas is enforcing. He said he has been in touch with KDHE to keep them informed of our progress.

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Mayor

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City Clerk

The Council of the City of Wellington, Kansas, met in Regular Session on April 19, 2016 at 6:30 p.m., in the City Council Room, City Administration Center, with Mayor Shelley Hansel presiding.

The Pledge of Allegiance was led by the Kennedy Elementary students from Ms. Edwards and Mrs. Wilmoth's Fourth Grade Classes: Sam Wiley, Shelby Poplewell, Ashton Bain, London DeJarnett, Emma Gouch, Sheadyn Stewart and Luke Templeton.

The Invocation was given by Reverend John Clayton of Wellington Baptist Temple.

Council members Bill Butts, Kip Etter, Kelly Green, Jan Korte, Jim Valentine and Vince Wetta were present at roll call.

Members of the Staff present were City Attorney Mike Brown, City Manager Roy Eckert, City Clerk Carol S. Mericle, Finance Director Shane Shields, Public Works Director Jeremy Jones and Utilities Director Jason Newberry.

### **AUDIENCE PARTICIPATION**

**Sherry's Army.** On behalf of Sherry Wiley with Sherry's Army, Council Member Green is asking for support from the City with a dump truck and driver for the clean-up this Saturday, April 23, 2016. If you would like to volunteer, you can meet them at parking lot of Pizza Hut at 8:00 a.m. The area to clean up is Plum, Park, Poplar and Olive from 16<sup>th</sup> – 22<sup>nd</sup> St, Blaine St from 8<sup>th</sup> to 22<sup>nd</sup> and "H" Street North of the viaduct all the way to Hillside. Mayor Hansel asked Director Jones if it would be an issue for the City to provide the dump truck. It was clarified that a trailer would work best. Director Jones answered he will arrange for a pick up and trailer. Mayor Hansel thanked everyone involved and for those who volunteer their time. The clean-up occurs one Saturday a month.

**Wellington Food Bank Fund Raiser.** John Munro, 529 Morningside Drive, Fundraising Chairman for the Wellington Food Bank, informed the council that the Food Bank will be having a fundraising auction and raffle this year. He added they will be raffling and auctioning off two custom Henry .30/.30 rifles and will actively begin promoting the sale of tickets around June 1<sup>st</sup> up through the Wheat Festival in July. Mr. Munro said they will have the drawing and auction on the Saturday prior to Wheat Festival street dance in front of the Memorial Auditorium. The VFW offered to help them sell tickets and are exploring possibility of setting up a display booth in the Veteran's room at the Memorial Auditorium. Mayor Hansel thought the idea was great and encouraged volunteers to assist with this project during the Wheatfest. One hundred percent of all proceeds will go to the Food Bank. Last year they collected around \$1,900 and this year they are thinking somewhere around \$6-7,000. If you want to get involved, you can contact John Munro at 620-326-8129.

**KPP Update.** Mark Chesney, CEO and General Manager of the Kansas Power Pool reported May 4<sup>th</sup> @ 6:30 p.m., they will host a member appreciation dinner at the Hyatt in Wichita. He invited the Council to attend. The speaker this year is Jeremy Hill of WSU, who is an expert of population dynamics. He also told that September 9<sup>th</sup> & 10<sup>th</sup>, the 3<sup>rd</sup> Annual Fall Retreat in Wichita, is at the Old Town Hotel. If there are topics the Council would like to see discussed in breakout sessions or issues to be discussed, please let them know.

Council member Valentine asked for an update on wind generator contract. He discussed contract with Marshall County KS and how we will benefit from kilowatt hours and pricing once the project goes live.

### **CONSENT AGENDA**

Council member Bill Butts moved to approve the consent agenda. Council member Wetta seconded. The motion carried. The following items were approved under the Consent Agenda.

- APPROVAL OF MINUTES

- 1) Regular Session of Work Session of April 5, 2016
- APPROVAL OF APPROPRIATIONS
  - 1) Payroll Report March 20- April 2, 2016 in the amount of \$228,690.27
  - 2) ACH Authorization Voucher #994 for BCBS for April 6 - 12, 2016
  - 3) Claims Register for April 1- 15, 2016 in the amount of \$964,413.93.
- COUNCIL CORRESPONDENCE
  - 1) Clerk's Report for March 2016
  - 2) Electric, Waterworks, Sewage Operating Fund for March 2016
  - 3) Treasurer's Quarterly Report for January 1 – March 31, 2016
  - 4) Memorial Auditorium Board Meeting Minutes for March 3, 2016
  - 5) Park Board Meeting Minutes for March 14, 2016
  - 6) Library Board Meeting Minutes for March 9, 2016
  - 7) Safety Newsletter for April 2016
  - 8) Police Activity Report for March 2016
  - 9) Ambulance Monthly Financial Report for March 2016
  - 10) Fire/EMS Activity/Overtime/Revenue Report for March 2016

#### **REPORTS OF MAYOR AND COUNCIL**

Council member Valentine wanted to Street Department to know they are doing a great job sealing patches all over town.

Council member Kip Etter said the City Manager contract is up for review and he wanted to make sure it was on an upcoming agenda. He also asked for an update on the raw water review. Manager Roy Eckert responded that 25 letters were mailed out and only 13 responses were received. Out of that, there are 4 who have signed well contracts and others that are in the process. There are others who have decided to go into litigation. Manager Eckert explained that this issue is State mandated from the Federal government and for many years has been pushed back until we recently received a State mandate dictating the discontinuance of raw water as of May 1, 2016, or fines would be imposed. He said we saw this coming, but did not want to leave the customers without water so the City offered a program to promote well drilling with the local drilling prices averaging \$6,000, so that is what they offered. There have been some successes and others who have not found water at all. Manager Eckert told that the City is working with the State, who is pleased to see progress, to see if we can get an extension on the May 1<sup>st</sup> deadline. Council member Etter asked how many had accepted the contract and Director Newberry responded 4. He added that 4 others had responded they had already severed their ties with the raw water and did not need service. Council member Green asked if we have ever followed up with additional letters since the original. Attorney Brown responded that he has sent 2 or 3 letters over the years. Council member Etter asked if we had made any follow up phone calls or driven out to the houses. Director Newberry said he and Manager Eckert have both driven out to the area and he feels everyone understands that it is not completely the City's fault, it is a State requirement

Steve Glenn, 642 West 50<sup>th</sup> South, one of the customers affected, which received a letter spoke to the Council. He explained there is a contract between Ted Ross and the City from 1954, which granted the free water. Mr. Glenn bought the place in 1984 and the contract went to him. He said the City has pumped millions of gallons of water off his property, he estimates close to 20 million gallons per well. He was unsure he could get a well for \$6,000, so he was unwilling to sign the contract. He hired a well contractor out of Wichita who after digging 95 feet, was only able to get around 4 gallons of water per

minute. He now has a \$3,000 hole on his property that he is not getting any water out of. He is very concerned where he will get water. He is also requesting he receives water for free.

Council member Etter shared his concern that these properties have provided water to the City for years and that since we already have infrastructure, we need to show our gratitude by putting in lines to provide them with water.

Council member Valentine asked how many customers would be without water and what would be the cost of getting water to them. City Manager Eckert responded it would be approximately \$200,000 for 2-2.5 miles of waterline. Council member Valentine stated he realized \$200,000 was a lot of money but he is looking at the other things the City has spent \$200,000 on and this affects the quality of human lives. He asked how many are directly affected by this water pressure issue and Mayor Hansel responded that it is 5 families.

Stuart Shinliver, 1003 Myles Ct, and a property owner in the affected area, also appeared to discuss his water need. He is requesting a solution to this problem by asking the City figure out how to get water from the plant to the homes. He is concerned that his property and his neighbors will be left without water. He does not feel it is the State's fault. The properties and the wells have provided the City with water for 50 years and it is only fair that the City gets these residences a water line.

Council member Wetta moved to not shut the water off to those 5 locations and inform the State of Kansas either by call or letter that we have done everything we can and are trying to resolve situations but we are not going to shut 5 locations down until we have a solution. Council member Valentine seconded the motion.

Council member Green expressed concerns of not knowing what the fines assessed to the City from the State will be if their directive is not followed.

Council member Butts agreed with the motion, wanting to stand up for these citizen's rights.

Attorney Brown informed the Council he has corresponded with the State that we have different customers with different needs and has provided various options and ideas but he gets no response from the State except that May 1<sup>st</sup> is the deadline. Manager Eckert added that he and Director Newberry had contacted the KDHE Attorney last Friday to discuss where the City was on the project and requested additional time but she would not commit to any promises, nor did she discuss fines. Director Newberry added the Attorney informed them that she would take the information and pass it onto her superiors.

Council member Wetta again commented his motion is to inform the KDHE the City is in a bind and that we could not do this to our customers.

Council member Etter asked if there was a precedence out there that other communities have experienced and Attorney Brown responded that he could not find one that was similar to our situation.

Stuart Shinliver asked that the Council agree to decide to bring water to the people and to get the State to agree.

Council member Valentine asked Manager Eckert if \$200,000 was the estimate to get water to these customers. Manager Eckert said it was the estimate to get water from the treatment plant to these five properties. He added that we have no problem with the concept of getting water to all of these customers, it was just a matter of how does it happen. We are trying to be as frugal as we can.

Council member Korte asked Director Newberry to verify if the wording of motion was correct and we could in fact shut off water to everyone but those 5 people. Her understanding it would affect everyone. Director Newberry said those were details that needed to be worked out with KDHE and explained how the pressure works with the connections. There was then discussion on how the wording of the motion.

Director Shields suggested that the Council amend the motion to state that the City would not be shutting off water to any raw water customers and that will cover all of them. Mayor Hansel clarified that as of May 1<sup>st</sup>, we will not shut off any water to the raw water customers and that we will use that as leverage to negotiate with the State as we try to find a solution.

Council member Wetta agreed and moved to amend the motion as presented. Council member Valentine seconded again. Upon roll call vote, those voting "AYE" were Council members Butts, Etter, Valentine and Wetta. Those voting "NAY" were Council members Green and Korte. The motion passed.

Council member Green wanted to comment that no one wants to shut off a customer's water supply but her concerns are that we do not know what the State of Kansas may fine the City on May 2<sup>nd</sup>. She is all for a special session or work session between now and May 1<sup>st</sup>, once we have more information.

Council member Korte suggested we get busy planning the water line immediately.

Council member Etter thinks if it takes the City to drive to Topeka to get this resolved, we need to do it. This doesn't just affect those 5 customers, it affects all of us because of the large amount of water we are pumping from these properties.

Council member Korte wanted everyone to know she will be attending a meeting at the hospital on Wednesday as she does every month with Council member Green. They will be meeting with the CEO, CFO, the Chairman of the Board and one other Board member. She will bring back the findings from that meeting to the Council and the public.

Council member Green wanted to add the information that the South Central Homes Association was been working with Sherry's Army, the Chamber and Sumner County Economic Development, trying to develop a project, plans, or programs to assist the people who may need help cleaning their properties or getting rid of debris. She asks if anyone has ideas, please contact her via email or telephone to help them solve a problem that she is not sure can be solved but they sure want to try.

Mayor Hansel is headed to the Kansas Mayor Association and Kansas League of Municipalities this Friday and Saturday in Junction City. Don't forget the Garden in Bloom show and sale this Saturday and the Friends of the Library book sale. Lastly, she was on Facebook and there was a shout-out to a local Wellington Police Officer by a customer who was at Penny's Diner and witnessed the officer helping a customer stranded in bad weather. It shows the caliber and quality of the men and women we have serving us and another shout-out to Chief Heath for having a great crew.

#### **REPORTS OF CITY OFFICIALS**

City Clerk Mericle informed the Council that El Valle Mexican Restaurant, 1104 North A Street, submitted an application for a City Cereal Malt Beverage license. They were inspected and approved by the Police Chief, Fire Chief and City Building Official. Council member Wetta moved to approve the license request and Council member Green seconded. The motion was carried.

Mayor Hansel welcomed them and asked when they would be open. Rocio Flores of El Valle updated the Council that they do not have an official opening date, as they are still awaiting more permits.

#### **PUBLIC HEARINGS**

There were no public hearings included in the agenda.

#### **ORDINANCES**

There were no ordinances included in the agenda.

#### **RESOLUTIONS**

A RESOLUTION APPROVING AND ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ABB INC., OF SOUTH BOSTON, VIRGINIA FOR THE PURCHASE OF A "20/37 MVA POWER TRANSFORMER" IN THE AMOUNT OF \$623,675 FOR THE NORTH SUBSTATION was introduced and considered.

Director Newberry explained the resolution. Council member Korte moved to adopt the resolution as presented. Council member Green seconded. Upon roll call vote, those voting "AYE" were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. Number 5747 was assigned to this resolution.

A RESOLUTION APPROVING AND ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BELL POLE, OF NEW BRIGHTEN, MINNESOTA, FOR SEVENTY, 70-FOOT UTILITY POLES AND THIRTY-FIVE, 40-FOOT UTILITY POLES IN THE AMOUNT OF \$139,934.20 FOR ELECTRIC DISTRIBUTION was introduced and considered.

Director Newberry explained the poles are also for the substation project. Council member Wetta moved to adopt the resolution as presented. Council member Butts seconded. Upon roll call vote, those voting "AYE" were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. Number 5748 was assigned to this resolution.

A RESOLUTION APPROVING AND ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WESCO DISTRIBUTING, INC., OF KANSAS CITY, MISSOURI, FOR FORTY-ONE, 6080-FOOT ROLLS OF T2 WIRE IN THE AMOUNT OF \$191,830.93 FOR ELECTRIC DISTRIBUTION was introduced and considered.

Director Newberry said this was for the Substation. Council member Korte moved to adopt the resolution as presented. Council member Green seconded. Upon roll call vote, those voting "AYE" were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. Number 5749 was assigned to this resolution.

A RESOLUTION OF THE CITY OF WELLINGTON, KANSAS AUTHORIZING THE EXECUTION OF A TERMINATION AGREEMENT RELATING TO THE HYDRO POWER POOLING CONTRACT (SOUTHWESTERN POWER ADMINISTRATION PROJECT) DATED JANUARY 1, 1994 BETWEEN THE CITY OF WELLINGTON, KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY was introduced and considered.

Director Newberry told the termination was needed with KMEA as Kansas Power Pool will do the same at no additional cost to the City. Council member Etter moved to adopt the resolution as presented. Council member Korte seconded. Upon roll call vote, those voting "AYE" were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. Number 5750 was assigned to this resolution.

A RESOLUTION IN THE CITY OF WELLINGTON, KANSAS AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE DEPARTMENT OF ENERGY SOUTHWESTERN POWER ADMINISTRATION AND THE CITY OF WELLINGTON, KANSAS was introduced and considered.

Council member Etter moved to adopt the resolution as presented. Council member Korte seconded. Upon roll call vote, those voting "AYE" were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. Number 5751 was assigned to this resolution.

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (PEC) OF WICHITA, KANSAS FOR THE SANITARY SEWER IMPROVEMENTS ALONG LINCOLN AVENUE AND WEST OF C STREET, BETWEEN LINCOLN AND 4<sup>TH</sup> STREET, FOR AN AMOUNT NOT TO EXCEED \$17,500 was introduced and considered.

Council member Etter moved to adopt the resolution as presented. Council member Butts seconded. Upon roll call vote, those voting “AYE” were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no “NAY” votes. Number 5752 was assigned to this resolution.

A RESOLUTION APPROVING AND ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AIROLATOR CORPORATION OF KANSAS CITY, MO, FOR PURCHASING AND INSTALLING FIVE GEAR REDUCED HEADS ON THE ORIGINAL BIO-TANK MIXERS IN THE AMOUNT OF \$30,000 FOR THE WASTEWATER TREATMENT PLANT was introduced and considered.

Director Newberry explained the need for this equipment and told it had been budgeted for this year for \$27,500. He said the funds for the increase are available. Council member Etter moved to adopt the resolution as presented. Council member Korte seconded. Upon roll call vote, those voting “AYE” were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no “NAY” votes. Number 5753 was assigned to this resolution.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VAN KEPPEL OF WICHITA, KANSAS FOR A 2000 ETNYRE CHIP SPREADER FOR THE STREET DEPARTMENT IN THE AMOUNT OF \$74,250.00 was introduced and considered.

Director Jones explained the resolution and need for chip spreader and how the purchase of a used machine will reduce price of chip sealing. He told the cost of a new spreader is around \$150,000 and we will use it only about one-month a year. There is a small warranty and the vendor said they would make any issues right with us. Director Jones explained this was not a budgeted item, so instead of financing, we are looking to use part of the Federal funds we will receive from the State, which will still leave over \$400,000 for street repair. He added this purchase is contingent upon the funding coming through. .

Council member Valentine wanted to verify there was no stipulation from the Federal government on how the money would be spent. Director Jones verified that they only asked that the money be used for street related projects.

Council member Butts moved to adopt the resolution with additional wording that the purchase be contingent upon receiving Federal Funds from the State. Council member Green seconded. Upon roll call vote, those voting “AYE” were Council members Butts, Etter, Green, Korte, Valentine and Wetta. There were no “NAY” votes. Number 5754 was assigned to this resolution.

### **STUDY ITEMS**

Mayor Hansel handed out packets to all Council members which was an evaluation for City Manager Roy Eckert. She asked that all Council members read the evaluation instructions. She added there are no perfect evaluations, she would hope that this process turn out to be a thoughtful, sensitive and positive attempt to move our City forward. City Manager Eckert agreed to the packet and process. Mayor Hansel said the process will work if each member fills one out, and then the Council comes together and fills out one consensus evaluation as a council. She explained further, saying the Council would then meet with Manager Eckert in an executive session to review the consensus and his self-evaluation. She would like to have this completed by the end of May, as Manager Eckert’s contract extends through December 31, 2016 and automatically renews for a two-year term unless either party gives notice. Mayor Hansel told this review is actually a year late due to new elections of Council. A work session to discuss this was scheduled for May 16<sup>th</sup> at 5:30 p.m.

### **FUTURE AGENDA ITEMS**

Council member Wetta volunteered to go with Stuart Shinliver to Topeka to see the KDHE about the water plan.

A motion to adjourn was seconded and carried.

Approved and filed this 3rd day of May, 2016.

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Mayor

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City Clerk

The Council of the City of Wellington, Kansas, met in Special Session on April 27, 2016 at 4:30 p.m., in the City Council Room, City Administration Center, with Mayor Shelley Hansel presiding.

The Pledge of Allegiance was led by Mayor Hansel.

Council members Kip Etter, Kelly Green, Jan Korte, Jim Valentine and Vince Wetta were present at roll call. Council member Bill Butts was absent.

Members of the Staff present were City Manager Roy Eckert, City Clerk Carol S. Mericle, Finance Director Shane Shields, Public Works Director Jeremy Jones and Utilities Director Jason Newberry.

## REPORTS OF CITY OFFICIALS

***Federal Fund Exchange Supplemental Agreement.*** Director Jones presented the signed Master Agreement that was approved by Council last meeting between the City of Wellington and the Kansas Department of Transportation (KDOT) regarding the Federal-Aid Fund Exchange. He shared that KDOT has requested a supplement to the agreement to remove provisions of the Master Agreement that do not apply. He reported the staff has reviewed the request and has no issues with the change. However, KDOT is holding funds for the project until the requested change is put into place.

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 1 TO THE FEDERAL-AID FUND EXCHANGE MASTER AGREEMENT WITH THE KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) was introduced and considered.

Council member Korte moved to adopt the resolution as presented. Council member Green seconded. Upon roll call vote, those voting "AYE" were Council members Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. Number 5755 was assigned to this resolution.

***Raw Water Issue.*** Mayor Hansel explained the reason for this meeting was to discuss updates on the raw water issue. She reminded everyone that this issue has been ongoing for at least 10 years. She had a conversation this week with a representative with the Kansas Department of Health and Environment (KDHE) who shared with Mayor Hansel that she felt both the City of Wellington and KDHE had dropped the ball by not adhering to a lot of the deadlines. She said although there is no excuse as to why this was not settled a long time ago, Mayor Hansel wanted it on record that KDHE acknowledged they were at fault, as well. She added that after Council member Wetta's motion last week, the goal was to not have these customer's water shut off on May 1<sup>st</sup>. The agreements made in the past was to provide free water to these customers in exchange for access to their property and to our water wells. She said we want to make sure our citizens are able to drink safe water.

Council member Wetta clarified that the intent of the motion was to not terminate water services to these customers on May 1<sup>st</sup> to allow the City time to work with KDHE.

Mayor Hansel continued that she was not able to arrange a trip to Topeka but instead spoke to them on the phone. Afterwards, she received an email outlining directives by KDHE. They are as follows:

1. KDHE plans to issue a Directive requiring the City to begin providing bottled water for drinking and cooking to the 13 homes currently connected to the raw water line. This will be effective 5/1/2016 and will remain in effect until advised by KDHE to stop.
2. KDHE would like to negotiate a Consent Order (CO) with the City within 30 days. The CO will establish a schedule for the City to comply with Drinking Water Regulations.
3. If the City does not wish to negotiate a CO, KDHE will issue an Administrative Order (AO).
4. Both the CO and AO will include civil penalties for failure to comply with the schedule.

Mayor Hansel explained that the homes are to continue receiving raw water but they are not to be consuming it. The bottom line is the bottled water. She added they can still bathe and/or do laundry or chores but no consumption of the raw water. She explained that the original intent was for KDHE to administer an AO, which would dictate what the City had to do. Instead, they are willing to sit together and work out a CO which is more of a plan that works for everyone. However, if we cannot work something out, an AO will be issued. Mayor Hansel added as of Sunday, May 1<sup>st</sup>, we will not face any fines as long as we provide bottled water to these customers and as long as we are willing to come to the table with the KDHE to create a CO. She is asking for a motion that we accept these four parameters and enter into a Consent Order with KDHE within the next 30 days.

Council member Etter asked if we would be providing delivery of the bottled water. Mayor Hansel replied that she would like to see the City Staff work on the details of the water – cases of bottled water we deliver daily versus looking at a contract with a water bottling and delivering company. Manager Eckert responded that he is needing some clarification on the 13 homes that the KDHE is saying we need to provide bottled water to because not all of them are hooked up to receive it where they would be consuming it. He explained that the State has a formula that they use to determine the correct amount of water each household requires for consumption based on various factors so that we know exactly how much we need to purchase and provide. He stated we will comply but we want to do it efficiently and correctly and will do whatever it takes. He would like to see someone reach out to the State and confirm numbers to ensure that the directive is very clear.

Director Newberry updated the Council that he has already began reaching out to both the KDHE on specific numbers and area bottling companies who would deliver in the customer's area. He is hoping to have some definitive answers as soon as tomorrow.

Council member Korte believes this is a good solution to the situation and will tide us over until we can get water wells drilled on land that will produce. She would like to leave it up to the City Management on how and who will receive the bottled water.

Council member Korte motioned to adopt the proposed plan with the KDHE and give the Staff permission to find method of bottled water delivery. Council member Green seconded the motion.

Council member Valentine asked what happened to the 2015 Capital Improvement Plan approval to put in water lines at the cost of \$150,000. He also wanted to know why and who made the decision to approve individual water wells. He is concerned this is a temporary solution to a problem that needs to be solved. He feels we need to decide what it will cost to run a line out there.

Manager Eckert replied that last year the City had the Professional Engineering Consultants (PEC) come in and do an estimate on what it would cost to run a line out there and the estimate, although he does not have number in front of him, he believes was over \$200,000 closer to \$300,000. They checked the statistics within the past couple of weeks and he would check the minutes to recent meetings but it was decided to do individual wells, as that would be cheaper.

Council member Korte commented that she recalls receiving recently an estimate of \$387,000 to build the line and regarding the \$150,000 it was set aside to do the project – it was never expected to be done for that price. The problem has to be solved some way and she believes it is better to have them drill their own wells than to have them put the \$387,000 line out there.

Council member Wetta stated he understood what Council member Valentine was saying but he felt there was no need to discuss people or plans through history because we can't go back and fix things that started in 1954. He would like to see us sit down at the table with the KDHE, which is what the motion will get us.

Council member Etter wants to make sure all issues surrounding the water supply are addressed, including easements, right of ways, upkeep, and making sure customers have good safe and clean water.

Upon roll call vote, those voting "AYE" were Council members Etter, Green, Korte, Valentine and Wetta. There were no "NAY" votes. The motion carried.

Manager Eckert informed the Council of his visit to KDHE in Wichita this past Monday. He attempted to call and ended up driving to Wichita to try and arrange a face-to-face meeting that day. They informed him this issue was going to need to go through their department in Topeka. When he returned to his office, KDHE was already calling him after discussing with Topeka, to arrange a telephone conversation with Mayor Hansel prior to Friday. That discussion occurred much faster on that same afternoon and resulted in the KDHE directive voted on today.

A motion to adjourn was seconded and carried.

Approved and filed this 3rd day of May, 2016.

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Mayor

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City Clerk

**PAYROLL REPORT**  
**APRIL 3, 2016 THRU APRIL 16, 2016**  
**April 22, 2016**

					YR-TO-DATE	YR-TO-DATE
			GROSS	OVERTIME	GROSS	OVERTIME
MAYOR/COUNCIL	001-901	DEPT. TOTAL	\$ 800.00	\$ -	\$ 3,200.00	\$ -
MANAGER'S OFFICE	001-902	DEPT. TOTAL	\$ 8,552.77	\$ -	\$ 81,649.44	\$ 12.12
CLERK'S OFFICE	001-903	DEPT. TOTAL	\$ 8,253.40	\$ -	\$ 65,067.79	\$ -
UTILITY OFFICE	001-904	DEPT. TOTAL	\$ 6,150.29	\$ 15.68	\$ 48,812.28	\$ 100.65
CUSTODIAL	001-909	DEPT. TOTAL	\$ 903.20	\$ -	\$ 7,361.09	\$ 135.49
POLICE	001-911	DEPT. TOTAL	\$ 34,249.28	\$ 1,787.57	\$ 269,680.85	\$ 6,957.77
FIRE	001-912	DEPT. TOTAL	\$ 39,788.32	\$ 8,146.44	\$ 350,757.36	\$ 70,037.51
PARKS	001-915	DEPT. TOTAL	\$ 4,444.81	\$ 92.21	\$ 34,979.33	\$ 230.53
STREET	001-918	DEPT. TOTAL	\$ 19,366.68	\$ 714.87	\$ 150,232.81	\$ 3,442.38
CEMETERY	001-919	DEPT. TOTAL	\$ 2,255.80	\$ -	\$ 18,250.44	\$ 204.04
ENGINEERING	001-920	DEPT. TOTAL	\$ 4,856.20	\$ -	\$ 39,196.15	\$ 315.62
LEGAL / COUNSEL	001-921	DEPT. TOTAL	\$ 2,019.01	\$ 75.78	\$ 16,082.63	\$ 536.79
LAKE	001-923	DEPT. TOTAL	\$ 4,329.80	\$ -	\$ 34,914.30	\$ 225.13
GOLF COURSE	402-916	DEPT. TOTAL	\$ 6,009.74	\$ 976.56	\$ 42,321.13	\$ 2,755.32
ELECTRIC PRODUCTION	415-930	DEPT. TOTAL	\$ 17,740.15	\$ 931.32	\$ 141,798.01	\$ 6,377.33
ELECTRIC DISTRIBUTION	415-931	DEPT. TOTAL	\$ 25,164.51	\$ 1,534.75	\$ 180,061.08	\$ 10,470.38
WATER PRODUCTION	415-932	DEPT. TOTAL	\$ 5,193.51	\$ 141.63	\$ 43,652.18	\$ 1,385.57
WATER DISTRIBUTION	415-933	DEPT. TOTAL	\$ 8,761.50	\$ 1,649.65	\$ 65,651.99	\$ 9,479.94
WASTEWATER TREATMT.	415-934	DEPT. TOTAL	\$ 7,730.30	\$ 573.50	\$ 61,225.51	\$ 4,307.11
SANITATION	430-935	DEPT. TOTAL	\$ 9,799.51	\$ 423.46	\$ 72,511.01	\$ 793.79
TRANSFER STATION	430-936	DEPT. TOTAL	\$ 3,064.00	\$ -	\$ 24,516.73	\$ 82.62
AIRPORT	441-941	DEPT. TOTAL	\$ 1,661.40	\$ -	\$ 13,291.20	\$ -
SCCDAT GRANT	603-987	DEPT. TOTAL	\$ 2,710.00	\$ -	\$ 16,350.00	\$ -
<b>GRAND TOTAL</b>			<b>\$ 223,804.18</b>	<b>\$ 17,063.42</b>	<b>\$ 1,781,563.31</b>	<b>\$ 117,850.09</b>

## ACH Authorization Voucher

**Account Number:**  
**Bank:** Bank of Commerce  
**Employee Benefit Contributions**

<b>Balance in Account:</b>	<b>514,519.17</b>
<b>Amount of Funds Withdrawn:</b>	<b>16,298.70</b>
<b>New Balance in Account:</b>	<b>498,220.47</b>

**Date of Withdrawl:** \_\_\_\_\_ **04/22/16**

**Claims for period of:** \_\_\_\_\_ **4/13/16 to 4/19/16**

**Voucher:** \_\_\_\_\_ **#995**

<b>Amount of Funds Withdrawn represents Blue Cross/Blue Shield payment of Claims for the time period indicated.</b>
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## ACH Authorization Voucher

**Account Number:**  
**Bank:** Bank of Commerce  
**Employee Benefit Contributions**

<b>Balance in Account:</b>	<b>551,443.87</b>
<b>Amount of Funds Withdrawn:</b>	<b>11,697.59</b>
<b>New Balance in Account:</b>	<b>539,746.28</b>

**Date of Withdrawl:** \_\_\_\_\_ **04/29/16**

**Claims for period of:** \_\_\_\_\_ **4/20/16 to 4/26/16**

**Voucher:** \_\_\_\_\_ **#996**

<b>Amount of Funds Withdrawn represents Blue Cross/Blue Shield payment of Claims for the time period indicated.</b>
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DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	4/22/16	AFLAC EMPLOYEE CONTRIB PRE	128.13		
			4/22/16	AFLAC EMPLOYEE CONTRIB PRE	128.13		
		AFLAC GROUP INSURANCE	4/22/16	AFLAC-CAIC GROUP TAXABLE	80.53		
			4/22/16	AFLAC-CAIC GROUP TAXABLE	80.53		
		HARTFORD LIFE/RETIREMENT PLAN	4/22/16	RETIREMENT SAVINGS	295.00		
		KANSAS PAYMENT CENTER	4/22/16	CHILD SUPPORT	556.56		
		OFFICE OF CHILD SUPPORT ENFORCEMENT	4/22/16	257629023B	208.62		
		PRE-PAID LEGAL SERVICES	4/22/16	EMPLOYEE CONTRIBUTIONS	26.90		
			4/22/16	EMPLOYEE CONTRIBUTIONS	26.90		
		US BANK	4/22/16	KPERS 457	666.00		
		WELLINGTON GOLF CLUB	4/22/16	EMPLOYEE CONGTRIBUTIONS	110.00		
			4/22/16	EMPLOYEE CONGTRIBUTIONS	110.00		
		WELLINGTON RECREATION COMMISSION	4/22/16	EMPLOYEE CONTRIBUTIONS	140.00		
			4/22/16	EMPLOYEE CONTRIBUTIONS	223.00		
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	5,375.00		
			4/22/16	HEALTH SINGLE PRE-TAX	390.00		
		CITY OF WELLINGTON	4/22/16	TRANSFER WITHHOLDING	12,931.77		
			4/22/16	FICA TRANSFER	8,064.77		
			4/22/16	MEDICARE TRANSFER	1,886.09		
		CITY OF WELLINGTON	4/22/16	KP&F CONTRIBUTION	4,739.28		
			4/22/16	KPERS CONTRIBUTION	2,798.16		
			4/22/16	KPERS T2 CONTRIBUTION	578.12		
			4/22/16	KPERS T3 CONTRIBUTION	382.98		
			4/22/16	OPTIONAL LIFE	201.84		
			4/22/16	OPTIONAL LIFE P & F	58.64		
			4/22/16	OPTIONAL LIFE SPOUSE	17.60		
		CITY OF WELLINGTON	4/22/16	TRANSFER STATE WITHHOLDING	4,110.03		
		LAURIE B. WILLIAMS, TRUSTEE	4/22/16	GARNISHMENT-INC. W/H	316.15		
				TOTAL:	44,630.73		
		MAYOR AND COUNCIL	GENERAL FUND	TEMPORARY VENDO SRMC ENDOWMENT FUND	4/30/16	SRMC ENDOWMENT FUND:FNDRSR	160.00
				CITY OF WELLINGTON	4/22/16	FICA TRANSFER	49.60
					4/22/16	MEDICARE TRANSFER	11.60
						TOTAL:	221.20
		CITY MANAGER	GENERAL FUND	AT&T	4/22/16	TELEPHONE BILL	142.75
				TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	14.84
				CITY OF WELLINGTON	4/22/16	ADVANCE INS - IN LIEU OF	5.90
					4/22/16	HEALTH FAMILY PRE-TAX	346.00
					4/22/16	HEALTH SINGLE PRE-TAX	692.00
				CITY OF WELLINGTON	4/22/16	FICA TRANSFER	520.66
					4/22/16	MEDICARE TRANSFER	121.77
CITY OF WELLINGTON	4/22/16			KPERS RETIREE-EMPL CONTRI	252.63		
	4/22/16			KPERS CONTRIBUTION	118.68		
	4/22/16			KPERS T2 CONTRIBUTION	392.09		
	4/22/16			KPERS T3 CONTRIBUTION	121.60		
		TOTAL:	2,728.92				
CITY CLERK'S OFFICE	GENERAL FUND	TEMPORARY VENDO SHANE SHIELDS	4/28/16	SHANE SHIELDS: MILEAGE/TOL	42.95		
		CORNER BANK	4/25/16	KDOA REGISTRATION	120.00		
		DOCUFORCE	4/30/16	S3100 B&W/CLR COPIES 3/16-	305.62		
		KANSAS DEPT OF REVENUE	4/30/16	APR 2016-CMB LIC STAMP FEE	25.00		
		SOUTHWEST BUSINESS PRODUCTS, INC.	4/30/16	PROTECTOR SHEETS	13.86		
		AT&T	4/22/16	TELEPHONE BILL	230.25		
			4/22/16	TELEPHONE BILL	47.58		
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	14.61		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF WELLINGTON	4/22/16	ADVANCE INS - IN LIEU OF	5.90
			4/22/16	HEALTH FAMILY PRE-TAX	1,038.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	485.37
			4/22/16	MEDICARE TRANSFER	113.51
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	648.16
			4/22/16	KPERS T3 CONTRIBUTION	109.50
				TOTAL:	3,200.31
UTILITY COLLECTION	GENERAL FUND	CORNER BANK	4/25/16	UPDATE UTIL.BILLING	105.50
		DOCUFORCE	4/30/16	S550N MO CARE 3/16-4/16	70.28
		HUMMINGBIRD PRINTING	4/30/16	(10000) WINDOW ENVELOPES	396.00
			4/30/16	(15000) RETURN ENVELOPES	521.00
		NEOPOST USA, INC.	4/30/16	MAINT AGRMT 52016-81916	403.20
		RAUSCH TIRE & EQUIPMENT	4/30/16	SVC 2011 CHEVY COLORADO/TA	40.28
		SOUTHWEST BUSINESS PRODUCTS, INC.	4/30/16	6-CORRECTION TAPE, 1 BX RB	21.01
		AT&T	4/22/16	TELEPHONE BILL	47.58
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	3.10
		CITY OF WELLINGTON	4/22/16	ADVANCE INS - IN LIEU OF	5.90
			4/22/16	HEALTH FAMILY PRE-TAX	692.00
			4/22/16	HEALTH SINGLE PRE-TAX	346.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	364.89
			4/22/16	MEDICARE TRANSFER	85.33
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	383.62
			4/22/16	KPERS T2 CONTRIBUTION	92.83
			4/22/16	KPERS T3 CONTRIBUTION	88.15
				TOTAL:	3,666.67
ECONOMIC DEVELOPMENT	GENERAL FUND	CORNER BANK	4/25/16	GOLD CORNER GIFT-J.SWEET	37.50
		WELLINGTON AREA CHAMBER OF COMMERCE	4/30/16	1/3 COST-WHERE WE LIVE SEC	331.66
				TOTAL:	369.16
GENERAL SERVICES	GENERAL FUND	TEMPORARY VENDO KANSAS CANCER CENTER	4/22/16	KANSAS CANCER CENTER:R.ING	50.00
		BRYCE DAY MEMORIAL FOU	4/22/16	BRYCE DAY MEMORIAL:-C. STI	50.00
		CORNER BANK	4/25/16	DEMO WINDOWS 10/GOOGLE BK	866.14
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	100.00
		WELLINGTON HIGH SCHOOL	4/30/16	2016 YEARBOOK-1/2 PG AD	175.00
		WHEATLAND SERVICES	4/30/16	MAINT AGMT-MINOLTA C452 CO	265.75
				TOTAL:	1,506.89
JANITORIAL	GENERAL FUND	CORNER BANK	4/25/16	US & KS FLAGS	80.68
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	(6) RECEIPT PLATE	16.14
			4/30/16	PIPE COMPOUND	3.99
		CITY OF WELLINGTON	4/22/16	HEALTH SINGLE PRE-TAX	346.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	55.07
			4/22/16	MEDICARE TRANSFER	12.88
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	82.91
				TOTAL:	597.67
POLICE	GENERAL FUND	ANIMAL CARE EQUIP. & SVC.	4/30/16	AIR PISTOL/PUMP/S&H	434.18
		CARTRIDGE KING OF KANSAS	4/30/16	YELLOW TONER	78.21
		CORNER BANK	4/25/16	STATE PYMT-TAG/TITLE #169	26.14
			4/25/16	LODGING/MEALS-KS NARCOTIC	288.33
			4/25/16	FUEL-KS NARCOTIC TRNG	23.26
			4/25/16	DKIAI SPRING CONF.REG	130.00
			4/25/16	LODGING/MEALS-TREDWAY/BOYE	568.44
			4/25/16	FUEL-TREDWAY/BOYER	15.03

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/25/16	EVIDENCE MAILING	86.06
			4/25/16	MEALS-HEATH/NEFZGER/STEWAR	38.35
			4/25/16	CMB RECORD CHECKS	40.00
		HUBER & ASSOCIATES, INC.	4/30/16	ENTRPL KLER MAINT 7/1-6/30	750.00
			4/30/16	ENTRPL RMS LIC MNT 7/1-6/3	7,070.00
		KANSAS MUNICIPAL GAS AGENCY	4/22/16	BULK TRANSPORT GAS SERVICE	190.48
		KT CUSTOMS	4/30/16	BERETTA 92F 712562	700.00
			4/30/16	(2) BERETTA 13 ROUND MAG	49.90
			4/30/16	TAX	33.74
			4/30/16	TRADE S&W DXM9929	375.00-
		O'REILLY AUTOMOTIVE STORES, INC.	4/30/16	FUSES FOR RADAR SYSTEM	3.69
		OSNER UPHOLSTERY	4/28/16	R&R UPHOLSTERY-CHAIRS	871.50
		AT&T	4/22/16	TELEPHONE BILL	90.06
			4/22/16	TELEPHONE BILL	19.51
			4/22/16	TELEPHONE BILL	273.21
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	100.00
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	37.44
		CITY OF WELLINGTON	4/22/16	ADVANCE INS - IN LIEU OF	5.90
			4/22/16	HEALTH FAMILY PRE-TAX	3,806.00
			4/22/16	HEALTH SINGLE PRE-TAX	2,422.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	2,026.86
			4/22/16	MEDICARE TRANSFER	474.02
		CITY OF WELLINGTON	4/22/16	KP&F CONTRIBUTION	7,005.72
			4/22/16	KPERS CONTRIBUTION	254.75
				TOTAL:	27,537.78
FIRE	GENERAL FUND	CORNER BANK	4/25/16	LODGING/MEALS-FIREFIGHTER	157.49
			4/25/16	FUEL-FIREFIGHTER CLASS	26.73
			4/25/16	FUEL-FORCE CALL-MED.LODGE	92.82
			4/25/16	MEALS-FORCE CALL-MED.LODGE	29.34
			4/25/16	MEALS-FORCE CALL-MED.LODGE	4.00
			4/25/16	MEALS-FORCE CALL-MED.LODGE	40.00
			4/25/16	SAW BLADE/SAFETY SHROUD CO	217.15
			4/25/16	KEMSA CONF-TUTTLE	75.00
			4/25/16	PANTS (SOME RETURNED)	384.42
			4/25/16	GiFT/SUPPLIES-FARLEY RETIR	333.99
			4/25/16	SPORTSMAN BAG	64.49
			4/25/16	mud flaps	73.80
		KANSAS MUNICIPAL GAS AGENCY	4/22/16	BULK TRANSPORT GAS SERVICE	353.74
		OSNER UPHOLSTERY	4/28/16	R&R UPHOLSTERY-CHAIRS	871.50
		AT&T	4/22/16	TELEPHONE BILL	90.06
			4/22/16	TELEPHONE BILL	19.51
			4/22/16	TELEPHONE BILL	156.10
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	100.00
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	14.03
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	4,152.00
			4/22/16	HEALTH SINGLE PRE-TAX	2,422.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	2,367.37
			4/22/16	MEDICARE TRANSFER	553.66
		CITY OF WELLINGTON	4/22/16	KP&F CONTRIBUTION	8,186.40
			4/22/16	KPERS CONTRIBUTION	113.39
				TOTAL:	20,898.99
AUDITORIUM	GENERAL FUND	AT&T	4/22/16	TELEPHONE BILL	45.04
			4/22/16	TELEPHONE BILL	39.03
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	0.85

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	84.92
PARKS	GENERAL FUND	POTTER SAW SERVICE	4/30/16	WEED TRIMMER	315.00
		AT&T	4/22/16	TELEPHONE BILL	47.58
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	44.00
			4/30/16	PARK PLANTER/SEASONAL	13.00
		SUMNER NEWS-COW	4/30/16	AD-DOWNTOWN PLANTER MAINT	75.00
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	PAINT SUPPLIES/CRUSADER WR	339.35
			4/30/16	PLUMBING FOR ARMORY RESTRO	9.98
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	1.22
		UNION PACIFIC RAILROAD CO	4/30/16	RENTAL /ROCK ISLAND BALLFI	2,104.21
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	346.00
			4/22/16	HEALTH SINGLE PRE-TAX	692.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	265.96
			4/22/16	MEDICARE TRANSFER	62.20
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	306.02
			4/22/16	KPERS T3 CONTRIBUTION	102.01
		UNIFIRST CORPORATION	4/30/16	1- LAUNDRY TICKET	14.31
			4/30/16	1 - LAUNDRY TICKET	14.31
				TOTAL:	4,752.15
SWIMMING POOL	GENERAL FUND	FRY & ASSOCIATES, INC.	4/30/16	SEAT PLANKS/HDWE	2,687.16
				TOTAL:	2,687.16
STREETS	GENERAL FUND	AUTOMART OF WELLINGTON	4/30/16	ENAMEL PAINT (3)	15.30
			4/30/16	BATTERY - SMALL GENERATOR	32.86
			4/30/16	AUTOMART OF WELLINGTON	46.14
			4/30/16	CREDIT - WRONG BATTERY	32.86
			4/30/16	CAPSULE-SKID LDR LT BULB	4.56
			4/30/16	(6) LIGHT BULBS - SHOP	4.56
		BIG TOOL STORE	4/30/16	DEEP 6 PT GREY PNEUMATIC	17.15
		CORNER BANK	4/25/16	DR.LICENSE PY-CDL -GRIZZLE	36.90
			4/25/16	BRAUMS MEAL-WORK CREWS	51.26
			4/25/16	OPTI-RITE CLEAR ROLLS	282.18
		HUMMINGBIRD PRINTING	4/30/16	LAMINATION-TWO STREET MAPS	35.00
		KANSAS GAS SERVICE	4/28/16	GAS BILL-19 INDUSTRIAL AVE	135.47
		MASSCO, INC.	4/30/16	HARDWOUND ROLL TOWER-NAT	24.34
		MAXIMUM OUTDOOR EQUIPMENT & SERVICE IN	4/30/16	4 BLADES - HUSTLER MOWER	33.32
			4/30/16	3 BLADES - JOHN DEERE MOWE	29.97
		O'REILLY AUTOMOTIVE STORES, INC.	4/30/16	CUT-OFF WHEELS	3.78
			4/30/16	CUT-OFF WHEELS	11.34
			4/30/16	(12) CANS BRAKE CLEANER	32.28
			4/30/16	OIL/FUEL/WATER FILTERS	19.50
		CRAFCO, INC.	4/30/16	CONNECTOR - MALE WIRE	28.90
		POTTER SAW SERVICE	4/30/16	REWIND SPRING-MOWER BLOWER	10.99
		AT&T	4/22/16	TELEPHONE BILL	140.59
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	100.00
			4/30/16	STREET	2.60
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	12.90
		VERIZON WIRELESS SERVICES LLC	4/28/16	CELL PHONE	36.38
			4/28/16	CELL PHONE/MIFI	80.02
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	3,114.00
			4/22/16	HEALTH SINGLE PRE-TAX	692.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	1,129.13
			4/22/16	MEDICARE TRANSFER	264.07
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	1,653.19

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/22/16	KPERS T2 CONTRIBUTION	85.19
		UNIFIRST CORPORATION	4/30/16	UNIFORM CLEANING	74.53
			4/30/16	UNIFORM CLEANING	49.79
			4/30/16	UNIFORM CLEANING	45.79
		WHEATLAND SERVICES	4/30/16	MAINT AGRMT COPIER	46.59
		WICHITA WINWATER WORKS CO INC.	4/30/16	300 FT - 12X20 PLASTIC CUL	2,469.00
		WINFIELD IRON & METAL INC.	4/30/16	EXP FLT CAGE (2)	148.00
				TOTAL:	<u>10,966.71</u>
CEMETERY	GENERAL FUND	O'REILLY AUTOMOTIVE STORES, INC.	4/30/16	12 - BRAKE CLEAN	32.28
			4/30/16	1 AIR CLEANER FOR TRUCK	11.79
		OXFORD SAW & MOWER	4/30/16	7 BELT,PULLEYS,BLADES FOR	130.35
		AT&T	4/22/16	TELEPHONE BILL	47.59
		STRAUB INTERNATIONAL	4/30/16	9-BEARINGS,SEALS,O-RINGS/M	640.27
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	44.00
			4/30/16	CEMETERY	2.60
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	22 MAT FOR MAUS TEMP CRYPT	61.86
			4/30/16	16 SCREWS	16.84
			4/30/16	40 DAYLILYS FOR FLOWERBED	399.60
			4/30/16	1 VALVE FOR AIR COMPRESSOR	8.99
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	3.20
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	346.00
			4/22/16	HEALTH SINGLE PRE-TAX	346.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	131.18
			4/22/16	MEDICARE TRANSFER	30.68
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	119.47
			4/22/16	KPERS T2 CONTRIBUTION	87.61
		UNIFIRST CORPORATION	4/30/16	1 LAUNDRY TICKET	7.78
			4/30/16	1 - LAUNDRY TICKET	7.78
				TOTAL:	<u>2,475.87</u>
ENG, PLANNING, INSPECT	GENERAL FUND	CORNER BANK	4/25/16	CODE UPDATE MEALS	26.14
			4/25/16	CODE UPDATE FUEL	150.04
		SOUTHWEST BUSINESS PRODUCTS, INC.	4/30/16	MAINT TRANK MAP PRNTR-EPSON	41.60
		AT&T	4/22/16	TELEPHONE BILL	95.16
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	2.53
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	346.00
			4/22/16	HEALTH SINGLE PRE-TAX	692.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	291.48
			4/22/16	MEDICARE TRANSFER	68.16
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	152.81
			4/22/16	KPERS T2 CONTRIBUTION	128.28
			4/22/16	KPERS T3 CONTRIBUTION	164.71
				TOTAL:	<u>2,158.91</u>
LEGAL/COURT	GENERAL FUND	TEMPORARY VENDO KRISTINA GARCIA	4/30/16	KRISTINA GARCIA:SPANISH IN	50.00
		MICHAEL C. BROWN, P.A.	4/30/16	APRIL 2016-CITY ATTORNEY F	2,583.18
		CORNER BANK	4/25/16	CR SALES TAX-COURT LAPTOP	61.04
		TYLER TECHNOLOGIES, INC.	4/30/16	MONTHLY FEE 5/1/16 TO 5/31	50.00
			4/30/16	COMP MAINT 5/1/16 TO 5/31/	75.00
		SOUTHWEST BUSINESS PRODUCTS, INC.	4/30/16	YELLOW / PINK HIGHLIGHTERS	21.48
		AT&T	4/22/16	TELEPHONE BILL	47.58
		KERWIN SPENCER	4/30/16	APR 2016 CITY PROSECUTOR F	2,269.78
		DANA C. STUART, ATTORNEY AT LAW	4/30/16	CITY V DOUGLAS COUSINS 16M	128.67
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	1.64
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	125.18

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/22/16	MEDICARE TRANSFER	29.27
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	149.24
				TOTAL:	<u>5,469.98</u>
LAKE RECREATION	GENERAL FUND	AUTOMART OF WELLINGTON	4/30/16	BATTERY SWITCH FOR BOAT	77.77
		CORNER BANK	4/25/16	LAKE SOFTWARE SUPPORT	970.00
			4/25/16	LAKE SOFTWARE SUPPORT	709.99
			4/25/16	WATER HTR ELEMENTS	31.42
			4/25/16	WATER VALVES-LAKE	457.08
			4/25/16	CAMPGROUND SOFTWARE UPGRA	100.00
		FARMERS CO-OP GRAIN ASSOC	4/30/16	ROUND UP & GRND BARR BCH P	258.25
		HAMPEL OIL	4/22/16	223 GL UNL-LAKE	405.86
		KRIZ-DAVIS COMPANY	4/30/16	OCCUPANCY SENSOR/FRT	86.10
			4/30/16	OCCUPANCY SENSOR	75.00
		SUMNER COMMUNICATIONS, INC.	4/30/16	LAKE CLERICAL	10.40
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	4.07
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	692.00
			4/22/16	HEALTH SINGLE PRE-TAX	346.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	252.02
			4/22/16	MEDICARE TRANSFER	58.94
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	298.94
			4/22/16	KPERS T2 CONTRIBUTION	98.54
				TOTAL:	<u>4,932.38</u>
NON-DEPARTMENTAL	GENERAL FUND	CORNER BANK	4/25/16	GOLD CORNER GIFT-J.SWEET	37.50
		HAMPEL OIL	4/28/16	160 GL UNL./2 GL DIESEL	294.32
		KANSAS MUNICIPAL INSURANCE TRUST	4/30/16	GENERAL FUND	1,446.44
				TOTAL:	<u>1,778.26</u>
FIRE	AMBULANCE & FF EQU	CORNER BANK	4/28/16	LEASE PAYMENT-RESCUE TRK	2,736.14
				TOTAL:	<u>2,736.14</u>
NON-DEPARTMENTAL	LIBRARY	KANSAS MUNICIPAL INSURANCE TRUST	4/30/16	LIBRARY FUND	12.41-
		WELLINGTON LIBRARY BOARD	4/30/16	REFUND KMIT-WORK COMP	12.41
				TOTAL:	<u>0.00</u>
GENERAL SERVICES	EMPLOYEE BENEFIT C	TEMPORARY VENDO RANDY REDFORD	4/28/16	RANDY REDFORD:EYECARE REIM	65.45
		ADVANCE LIFE INSURANCE CO	4/28/16	ADVANCE LIFE PREMIUMS	818.88
		BLUE CROSS-BLUE SHIELD	4/28/16	HEALTH PREMIUMS-MAY 16	29,848.73
			4/28/16	DENTAL PREMIUMS MAY 16	9,923.14
				TOTAL:	<u>40,656.20</u>
NON-DEPARTMENTAL	SPECIAL LIABILITY	TEMPORARY VENDO MELISSA SHOCKEY	4/30/16	MELISSA SHOCKEY:GLOVEBOX	106.00
		CHEW PLUMBING & HEATING,	4/22/16	NEW SEWER-504 N. POPLAR DA	560.08
				TOTAL:	<u>666.08</u>
HOSPITAL SALES TAX	HOSPITAL SALES TAX	SUMNER REGIONAL MEDICAL CENTER	4/28/16	HOSPITAL SALES TAX/COMP US	100,788.26
				TOTAL:	<u>100,788.26</u>
STREETS	SPECIAL CITY HIGHW	CORNER BANK	4/28/16	LEASE PYMT-TRACTOR W/MWR	1,434.29
				TOTAL:	<u>1,434.29</u>
GENERAL SERVICES	EQUIPMENT RESERVE	CORNER BANK	4/25/16	COMPUTERS/PROJECTOR	73.98
				TOTAL:	<u>73.98</u>
FIRE	EQUIPMENT RESERVE	BANK OF COMMERCE	4/28/16	LEASE PAYMENT-MEDIC 2	2,518.55

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	2,518.55
STREETS	EQUIPMENT RESERVE	CORNER BANK	4/28/16	LEASE PYMT COMPACT EXCAVAT	2,120.56
				TOTAL:	2,120.56
GENERAL SERVICES	CAPITAL IMPROVEMEN	BROWNLEE HEATING & AIR	4/25/16	CUT HOLES IN ROOF	270.00
			4/25/16	HVAC UNITS FOR E. CITY HA	18,450.00
				TOTAL:	18,720.00
PROPERTY CONDEMNATION	CAPITAL IMPROVEMEN	MILL CREEK LUMBER OF KANSAS INC.	4/30/16	EMERG BOARD UP-1007 E 8TH/	33.48
				TOTAL:	33.48
KLINK PROJECT	CAPITAL IMPROVEMEN	TRANSYSTEMS CORPORATION	4/30/16	DESIGN ENGINEERING SVC	14,774.93
				TOTAL:	14,774.93
NON-DEPARTMENTAL	GOLF COURSE	ARNOLD SCOTT HARRIS, P.C.	4/22/16	CASE NO. 2015ST44 - BALES	926.30
		HARTFORD LIFE/RETIREMENT PLAN	4/22/16	RETIREMENT SAVINGS	60.00
		US BANK	4/22/16	KPERS 457	175.00
		WELLINGTON GOLF CLUB	4/22/16	EMPLOYEE CONGTRIBUTIONS	35.00
			4/22/16	EMPLOYEE CONGTRIBUTIONS	35.00
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	125.00
			4/22/16	HEALTH SINGLE PRE-TAX	30.00
		CITY OF WELLINGTON	4/22/16	TRANSFER WITHHOLDING	423.63
			4/22/16	FICA TRANSFER	362.99
			4/22/16	MEDICARE TRANSFER	84.89
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	237.29
			4/22/16	KPERS T2 CONTRIBUTION	107.84
			4/22/16	OPTIONAL LIFE	3.10
		CITY OF WELLINGTON	4/22/16	TRANSFER STATE WITHHOLDING	191.44
				TOTAL:	2,797.48
GOLF	GOLF COURSE	CARROLL GLASS COMPANY	4/30/16	APR - JUN MONITORING	90.00
		CORNER BANK	4/25/16	18 SPRAY TIP ADAPTERS	48.06
		FAIRBANK EQUIPMENT, INC.	4/30/16	POWER WASH SPR SYS CAP (6)	13.98
			4/30/16	POWER WASH SPR NOZZLE	20.34
		HOBBS MECHANICAL, INC.	4/30/16	COMM SVC AGRMT	150.00
		KANSAS GOLF & TURF	4/30/16	CHARGER REPAIR	83.88
		KANSAS MUNICIPAL INSURANCE TRUST	4/30/16	GOLF FUND	49.57
		KLEY-AM/KKLE-AM/KWME-FM	4/30/16	RADIO SPOTS (5)	35.00
			4/30/16	RADIO SPOTS (5)	35.00
		KRIZ-DAVIS COMPANY	4/30/16	(1) 100A PANEL/BRKRS/BX/CO	197.73
			4/30/16	30A GFI BREAKER	135.00
			4/30/16	(2) 50A/30A RECPT	51.00
			4/30/16	80' EMT/COUPLINGS/CON/STRA	200.80
			4/30/16	6X6 BOX	43.00
		POTTER SAW SERVICE	4/30/16	CHAINSAW STRING/OIL/FUEL/C	146.04
		CLUB PROPHET SYSTEMS	4/30/16	APR POS EXP SFTWRE&SUPP	299.00
		R & R PRODUCTS, INC.	4/30/16	OVERHAUL KIT/SWPR NOZZ/BRR	853.70
			4/30/16	SCREW/BDKN/NUT/BRKT/BUSH/N	1,079.30
		AT&T	4/22/16	TELEPHONE BILL	146.74
		SUMNER COMMUNICATIONS, INC.	4/30/16	GOLF	2.60
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	ELBOWS FOR CONTROLLERS (6)	17.34
			4/30/16	LUMBER & HDWRE CONT PADS	66.70
			4/30/16	SATIN SPRAY MH	5.39
			4/30/16	QUIKRETE	30.03
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	5.05

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		VAN WALL EQUIPMENT	4/30/16	SPLINED COIL (6)	201.63
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	346.00
			4/22/16	HEALTH SINGLE PRE-TAX	692.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	362.99
			4/22/16	MEDICARE TRANSFER	84.89
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	363.07
			4/22/16	KPERS T2 CONTRIBUTION	165.00
		UNIFIRST CORPORATION	4/30/16	DISPENSER SERVICE	39.84
			4/30/16	DISPENSER SERVICE	39.84
			4/30/16	DISPENSER SERVICE	39.84
				TOTAL:	6,041.21
NON-DEPARTMENTAL	ELEC-WATER.-WWTP	AFLAC	4/22/16	AFLAC EMPLOYEE CONTRIB PRE	13.26
			4/22/16	AFLAC EMPLOYEE CONTRIB PRE	13.26
		AFLAC GROUP INSURANCE	4/22/16	AFLAC-CAIC GROUP TAXABLE	33.64
			4/22/16	AFLAC-CAIC GROUP TAXABLE	33.64
		HARTFORD LIFE/RETIREMENT PLAN	4/22/16	RETIREMENT SAVINGS	161.00
		KANSAS PAYMENT CENTER	4/22/16	CHILD SUPPORT	186.98
		PRE-PAID LEGAL SERVICES	4/22/16	EMPLOYEE CONTRIBUTIONS	7.98
			4/22/16	EMPLOYEE CONTRIBUTIONS	7.97
		US BANK	4/22/16	KPERS 457	380.00
		WELLINGTON RECREATION COMMISSION	4/22/16	EMPLOYEE CONTRIBUTIONS	94.50
			4/22/16	EMPLOYEE CONTRIBUTIONS	94.50
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	2,500.00
			4/22/16	HEALTH SINGLE PRE-TAX	195.00
		CITY OF WELLINGTON	4/22/16	TRANSFER WITHHOLDING	5,767.97
			4/22/16	FICA TRANSFER	3,836.65
			4/22/16	MEDICARE TRANSFER	897.28
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	2,976.78
			4/22/16	KPERS T2 CONTRIBUTION	696.97
			4/22/16	KPERS T3 CONTRIBUTION	197.27
			4/22/16	OPTIONAL LIFE	73.21
			4/22/16	OPTIONAL LIFE SPOUSE	1.72
		CITY OF WELLINGTON	4/22/16	TRANSFER STATE WITHHOLDING	1,942.04
		LAURIE B. WILLIAMS, TRUSTEE	4/22/16	GARNISHMENT-INC. W/H	183.69
				TOTAL:	20,295.31
ELECTRIC PRODUCTION	ELEC-WATER.-WWTP	AIRGAS USA, LLC	4/30/16	HYD IND SIZ 200 X8, ACETYL	384.41
			4/30/16	DEL CHG, FUEL SUR, HAZMAT	48.51
			4/30/16	TAX	38.96
			4/30/16	CYLINDER LEASE RENEWAL - 2	100.00
			4/30/16	HAZMAT, SALES TAX	28.35
			4/30/16	RENTAL- ACETYL, CD, HYDR,	357.35
			4/30/16	HAZ MAT, SALES TAX	66.77
		BLACK HILLS ENERGY	4/22/16	SERVICE/METER CHG MARCH 16	469.44
		CORNER BANK	4/25/16	MEAL-OP.WORKSHOP MEETING	15.00
			4/25/16	MEAL-OP.WORKSHOP MEETING	0.41
			4/25/16	WOOD FLOORING-BRK RM	412.78
			4/25/16	SINK/CABINETS-BREAK RM/TX	448.22
		O'REILLY AUTOMOTIVE STORES, INC.	4/30/16	BATTERY CORE - RET 0263-25	10.90
			4/30/16	SANDPAPER, SPRAY PAINT	17.65
			4/30/16	SUPPLIES/MAINT ON VEHICLES	74.93
			4/30/16	SUPPLIES/MAINT ON CITY VEH	108.72
		SAFETY-KLEEN SYSTEMS, INC.	4/30/16	SERVICE ON PARTS WASHER	204.95
		AT&T	4/22/16	TELEPHONE BILL	275.28
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	100.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/30/16	ELECTRIC	2.60
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	2 GRADE STAKE 2X2X24 25 BU	1.47-
			4/30/16	1 DUST RESPIRATOR	5.44
			4/30/16	12 OZ FOAM, BALL VALVE 11"	32.68
			4/30/16	6 PLEAT FILTERS (GTG & C.R	32.63
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	12.84
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	2,768.00
			4/22/16	HEALTH SINGLE PRE-TAX	692.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	1,035.21
			4/22/16	MEDICARE TRANSFER	242.11
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	1,506.83
			4/22/16	KPERS T2 CONTRIBUTION	121.73
		UNIFIRST CORPORATION	4/30/16	UNIFORM RENTAL & TAX	105.69
			4/30/16	UNIFORM RENTAL & TAX	105.69
				TOTAL:	9,802.81
ELECTRIC DISTRIBUTION	ELEC-WATER.-WWTP	TEMPORARY VENDO JOHN BALES CORNER BANK	4/28/16	JOHN BALES:FUEL-SUBSTATION	20.00
			4/25/16	VALVES/RPR KIT/TX	661.66
			4/25/16	COPOY PAPER/FOLDERS/TX	138.03
			4/25/16	FUEL	20.50
		DAVIS TREE SERVICE	4/30/16	40 HRS R.O.W. CLEAR 4/11-4	3,753.20
		HAWKINS EXTINGUISHER CO.	4/30/16	FIRE EXT RECHARGE	28.00
		KANSAS MUNICIPAL UTILITIES, INC.	4/30/16	KMU 2016 REG TRG-2Q	3,490.00
		KRIZ-DAVIS COMPANY	4/30/16	200A LOAD BRK CTOUT/TAX	232.17
			4/30/16	CADWELD/TAX	359.70
			4/30/16	(16) SPLICE/TAX	784.80
			4/30/16	PVC/RIGID/RIGID 90/TX	474.53
			4/30/16	UBOLTS/TAX	294.52
			4/30/16	ANCHORS/TAX	95.92
			4/30/16	CADWELD/TAX	215.82
			4/30/16	WEATHERHEAD/TAX	186.39
		MASSCO, INC.	4/30/16	DE CLAMP/TAX	910.15
			4/30/16	CUP DISPENSER	19.24
			4/30/16	TISSUE/BATTERIES/OIL DRY	129.65
		AT&T	4/22/16	TELEPHONE BILL	140.19
		STANION WHOLESALE	4/30/16	(6) 3" 1/0 WEATHER HEADS/T	1,334.16
			4/30/16	(40) CL 2 METERS/TAX	2,201.80
			4/30/16	DE BRACKET/CLAMP/LKNT/TAX	1,024.33
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	100.00
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	6.48
		VERIZON WIRELESS SERVICES LLC	4/22/16	CELL PHONE/BROADBAND	125.52
			4/28/16	CELL PHONE	40.01
		WEIDMANN ELECTRICAL TECHNOLOGY INC.	4/30/16	SUBSTATION SEMINAR-BALES/F	2,590.00
		CITY OF WELLINGTON	4/22/16	ADVANCE INS - IN LIEU OF	5.90
			4/22/16	HEALTH FAMILY PRE-TAX	2,422.00
			4/22/16	HEALTH SINGLE PRE-TAX	1,384.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	1,502.23
			4/22/16	MEDICARE TRANSFER	351.32
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	1,695.51
			4/22/16	KPERS T2 CONTRIBUTION	484.46
			4/22/16	KPERS T3 CONTRIBUTION	128.66
		UNIFIRST CORPORATION	4/30/16	UNIFORM CLEANING/TAX	154.73
		WICHITA WINWATER WORKS CO INC.	4/30/16	(4) 4" CLAMPS	341.68
				TOTAL:	27,847.26
WATER PRODUCTION	ELEC-WATER.-WWTP	CITY SHIPPERS	4/30/16	SHIPPING WATER SAMPLES	12.41

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CULLUM & BROWN OF K.C., INC.	4/30/16	REPAIR PARTS FOR HOSE PUMP	1,194.74
		CUMMINS CENTRAL POWER, LLC	4/30/16	MAINT/CATERPILLAR 550 KW G	409.50
			4/30/16	MAINT/ONAN 60KW GENERATOR	388.80
		FARMERS CO-OP GRAIN ASSOC	4/30/16	1 CYLINDER OF ARGON GAS	31.01
		FISHER SCIENTIFIC	4/30/16	REPLACEMENT PROBE-PH METER	315.28
		FORESTRY SUPPLIERS, INC.	4/30/16	REPL WATER DEPTH METER/WEL	368.36
		HAWKINS, INC.	4/30/16	7125# AQUA HAWK POLYMER	3,918.75
		KANSAS DEPT OF HLTH & ENV	4/30/16	ANALYTICAL SERVICES1/1-3/3	685.00
		KANSAS RURAL WATER	4/30/16	WATER CONF-MICHAEL CLIFT	175.00
			4/30/16	WATER CONF-WILLIAM STALEY	175.00
			4/30/16	WATER CONF-WILLIAM MOON	175.00
		HD SUPPLY WATERWORKS, LTD.	4/30/16	RENTAL PIPE FUSION TOOL	1,043.36
		O'REILLY AUTOMOTIVE STORES, INC.	4/30/16	WIPER FLUID/CLN SOL TK #74	16.17
		SUMNER COMMUNICATIONS, INC.	4/30/16	WATER PROD	2.60
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	3.96
		USA BLUEBOOK	4/30/16	6"TRLR MT TRASH PUMP	9,689.00
			4/30/16	COUPLER/ADAPTERS TRASH PUM	391.80
			4/30/16	SUMP PUMP FOR RIVER PUMP S	444.01
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	692.00
			4/22/16	HEALTH SINGLE PRE-TAX	346.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	305.57
			4/22/16	MEDICARE TRANSFER	71.46
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	293.13
			4/22/16	KPERS T2 CONTRIBUTION	99.46
			4/22/16	KPERS T3 CONTRIBUTION	81.62
		WICHITA WINWATER WORKS CO INC.	4/30/16	PARTS - WELL LINE INSIDE P	462.12
				TOTAL:	21,791.11
WATER DISTRIBUTION	ELEC-WATER.-WWTP	KANSAS DEPT OF HLTH & ENV	4/30/16	ANALYTICAL SERVICES1/1-3/3	324.00
		NEPTUNE TECHNOLOGY GROUP, INC.	4/30/16	2' MTR FOR CROP DUSTERS	1,163.45
		AT&T	4/22/16	TELEPHONE BILL	92.61
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	44.00
			4/30/16	WATER DIST	2.60
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	2- 2X8X20 #2 KD FIR /WATER	35.00
			4/30/16	6-REINFORCE BARS 1/2 X20'	31.02
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	1.74
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	692.00
			4/22/16	HEALTH SINGLE PRE-TAX	1,038.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	524.91
			4/22/16	MEDICARE TRANSFER	122.76
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	554.45
			4/22/16	KPERS T2 CONTRIBUTION	247.17
		WICHITA WINWATER WORKS CO INC.	4/30/16	2" METER SETUP -CROP DUSTE	1,276.55
			4/30/16	2" METER SETUP- CROP DUSTE	446.59
				TOTAL:	6,596.85
WASTEWATER TREATMENT	ELEC-WATER.-WWTP	TEMPORARY VENDO TARGET REFRIGERATION,	4/30/16	TARGET REFRIGERATION, INC:	330.83
		ACCURATE ENVIRONMENTAL LLC	4/30/16	BOD/TSS/TKN SAMP EPA	186.00
			4/30/16	BOD/TSS/TKN SAMP EPA	176.00
			4/30/16	BOD/TSS/TKN SAMP-ELK HORN	88.00
			4/30/16	MONTHLY WWTP SAMP-1ST APR	360.00
			4/30/16	BOD/TSS/TKN SAMP-ELK HORN	56.00
		CITY SHIPPERS	4/30/16	SHIPPING CHG-ELKHORN PKG S	102.78
		CORNER BANK	4/25/16	SCADA SYSTEM LOG IN	162.41
			4/25/16	BATTERY-TELEDYNE INST.	279.65
			4/25/16	WW CERT. TEST-ALEXANDER	25.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			4/25/16	CR STRAUB INTL	151.38-
		CUMMINS CENTRAL POWER, LLC	4/30/16	SCHED MAINT PLANT GEN	1,377.98
			4/30/16	SCHED MAINT ONSITE PUMP ST	554.16
			4/30/16	SCHED MAINT OFFSITE PUM ST	690.23
		KANSAS GAS SERVICE	4/28/16	GAS BILL-1500 E.. BOTKIN	134.19
		KANSAS RURAL WATER	4/30/16	KRWA CONF REG-PERALEZ	160.00
			4/30/16	KRWA CONF REG-MCEACHERN	160.00
			4/30/16	KRWA CONF REG-BERRYMAN	160.00
			4/30/16	KRWA CONF REG-SYMONS	160.00
		KEY EQUIPMENT & SUPPLY CO	4/30/16	400' RODDER HOSE - VAC TRU	1,211.63
			4/30/16	8 RODDER HOSE CONNECTORS	268.60
		O'REILLY AUTOMOTIVE STORES, INC.	4/30/16	PLASTIC WELD (SAMPLER)	7.99
		R.E. PEDROTTI CO., INC.	4/30/16	LEVEL XMITTER & DRYING TUB	696.64
		AT&T	4/22/16	TELEPHONE BILL	140.19
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-002	44.00
			4/30/16	WW	2.60
		TELEDYNE INSTRUMENTS, INC.	4/30/16	PUMP TUBING FOR SAMPLER (5	129.00
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	3.98
		USA BLUEBOOK	4/30/16	PH BUFF & ELEC CLNR (4)	135.00
			4/30/16	CHECK VALVE ASSEM-CENTRIFU	252.88
		CITY OF WELLINGTON	4/22/16	ADVANCE INS - IN LIEU OF	5.90
			4/22/16	HEALTH FAMILY PRE-TAX	346.00
			4/22/16	HEALTH SINGLE PRE-TAX	1,038.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	468.73
			4/22/16	MEDICARE TRANSFER	109.63
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	504.57
			4/22/16	KPERS T2 CONTRIBUTION	113.54
			4/22/16	KPERS T3 CONTRIBUTION	91.54
		UNIFIRST CORPORATION	4/30/16	UNIFORM RENTAL	37.94
			4/30/16	UNIFORM RENTAL	26.44
				TOTAL:	10,646.65
NON-DEPARTMENTAL	ELEC-WATER.-WWTP	KANSAS ATTORNEY GENERAL'S OFFICE	4/22/16	REVIEW 2016 E/W/S UTIL.SYS	240.00
		KANSAS MUNICIPAL INSURANCE TRUST	4/30/16	SANITATION FUND	219.99
			4/30/16	UTILITY FUND	411.57-
		MIDWEST SINGLE SOURCE, INC.	4/28/16	2016 GO E/W/S UTIL SYS REV	270.00
				TOTAL:	318.42
ELECTRIC DISTRIBUTION	UTILITY SYSTEM CON	KRIZ-DAVIS COMPANY	4/30/16	COPPER WIRE FOR SUBSTATIO	43,998.28
				TOTAL:	43,998.28
ELECTRIC PRODUCTION	MULTI-YR CPTL. IMP	PROENERGY SERVICES LLC	4/30/16	GAS TURBINE OIL PUMP	24,140.00
				TOTAL:	24,140.00
ELECTRIC DISTRIBUTION	MULTI-YR CPTL. IMP	APAC, INC.-SHEARS	4/30/16	(3) YDS CONCRETE	379.60
		CONCRETE ACCESSORIES	4/30/16	(2) SILT FENCE WITH STAKES	45.74
		ANIXTER POWER SOLUTIONS, LLC	4/30/16	(40) 350 CONNECTORS/TAX	433.82
		STANION WHOLESALE	4/30/16	(20) AL 28 CONNECTOR/TAX	285.58
		MILL CREEK LUMBER OF KANSAS INC.	4/30/16	PLYWOOD/REBAR/2X4/TIES/SC/	900.05
			4/30/16	1/2" REBAR/TAX	225.41
				TOTAL:	2,270.20
WATER DISTRIBUTION	MULTI-YR CPTL. IMP	SALINA SUPPLY COMPANY	4/30/16	12" CHECK VALVE/CC AT WATE	3,693.96
				TOTAL:	3,693.96
WASTEWATER TREATMENT	MULTI-YR CPTL. IMP	CORNER BANK	4/28/16	LEASE PYMT JET/VAC TRK	5,676.16

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	5,676.16
NON-DEPARTMENTAL	SANITATION LANDFIL	KANSAS PAYMENT CENTER	4/22/16	CHILD SUPPORT	151.38
		WELLINGTON RECREATION COMMISSION	4/22/16	EMPLOYEE CONTRIBUTIONS	18.50
			4/22/16	EMPLOYEE CONTRIBUTIONS	18.50
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	375.00
			4/22/16	HEALTH SINGLE PRE-TAX	120.00
		CITY OF WELLINGTON	4/22/16	TRANSFER WITHHOLDING	1,138.77
			4/22/16	FICA TRANSFER	766.85
			4/22/16	MEDICARE TRANSFER	179.35
		CITY OF WELLINGTON FIRE & EMS	4/22/16	CASE NO. 2015LM0426	208.32
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	336.16
			4/22/16	KPERS T2 CONTRIBUTION	67.44
			4/22/16	KPERS T3 CONTRIBUTION	332.78
			4/22/16	OPTIONAL LIFE	8.60
		CITY OF WELLINGTON	4/22/16	TRANSFER STATE WITHHOLDING	335.63
		LAURIE B. WILLIAMS, TRUSTEE	4/22/16	GARNISHMENT-INC. W/H	235.85
				TOTAL:	4,293.13
SANITATION COLLECTION	SANITATION LANDFIL	AAA PORTABLE SERVICES, LLC	4/30/16	PORT RR RENTAL - COMPOST S	85.00
		CORNER BANK	4/25/16	TAG/TITLE=PRESS.WASH.TRLR	26.14
		HAWKINS EXTINGUISHER CO.	4/30/16	FIRE EXT ANN MAINT-RECYCLE	30.00
		AT&T	4/22/16	TELEPHONE BILL	50.58
		SUMNER COMMUNICATIONS, INC.	4/30/16	INTERNET SVCS ACCT 006-011	26.00
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	0.85
		VERIZON WIRELESS SERVICES LLC	4/28/16	CELL PHONE	29.39
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	1,038.00
			4/22/16	HEALTH SINGLE PRE-TAX	1,730.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	579.67
			4/22/16	MEDICARE TRANSFER	135.57
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	424.07
			4/22/16	KPERS T3 CONTRIBUTION	421.33
		UNIFIRST CORPORATION	4/30/16	UNIFORM CLEANING	34.47
			4/30/16	UNIFORM CLEANING	34.47
				TOTAL:	4,645.54
TRANSFER STATION	SANITATION LANDFIL	TEMPORARY VENDO CHAD KOEHLER	4/22/16	CHAD KOEHLER:BOOT REIMB.	150.00
		CORNER BANK	4/25/16	LODGING/MEALS-HHW TRNG	284.68
		HAMPEL OIL	4/22/16	409 GL DIESEL- LANDFILL	638.04
		KANSAS DEPT OF HLTH & ENV	4/30/16	TON PD TO STATE FOR C/D	236.02
		SUMMIT TRUCK GROUP OF WICHITA	4/22/16	BRAKE LT SWITCH/FRT	78.55
		SOUTH CENTRAL SOLID WASTE AUTHORITY	4/30/16	REQUIRED MO PYMT - MARCH	301.18
		AT&T	4/22/16	TELEPHONE BILL	47.78
		TOUCHTONE COMMUNICATIONS	4/22/16	LONG DISTANCE	2.36
		CITY OF WELLINGTON	4/22/16	HEALTH SINGLE PRE-TAX	1,038.00
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	187.18
			4/22/16	MEDICARE TRANSFER	43.78
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	90.26
			4/22/16	KPERS T2 CONTRIBUTION	103.18
			4/22/16	KPERS T3 CONTRIBUTION	87.83
				TOTAL:	3,288.84
SANITATION COLLECTION	SANITATION EQUIP.	CORNER BANK	4/28/16	LEASE PYMT-BACKHOE/LDR	1,487.18
			4/28/16	LEASE PYMT-DOZER	3,962.88
				TOTAL:	5,450.06

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	WELLINGTON MUNIC.A	WELLINGTON GOLF CLUB	4/22/16	EMPLOYEE CONGTRIBUTIONS	35.00		
			4/22/16	EMPLOYEE CONGTRIBUTIONS	35.00		
		CITY OF WELLINGTON	4/22/16	HEALTH FAMILY PRE-TAX	125.00		
		CITY OF WELLINGTON	4/22/16	TRANSFER WITHHOLDING	161.33		
			4/22/16	FICA TRANSFER	95.26		
			4/22/16	MEDICARE TRANSFER	22.28		
		CITY OF WELLINGTON	4/22/16	KPERS CONTRIBUTION	99.68		
		CITY OF WELLINGTON	4/22/16	TRANSFER STATE WITHHOLDING	50.42		
				TOTAL:	623.97		
		WELLINGTON AIRPORT	WELLINGTON MUNIC.A	AUTOMART OF WELLINGTON	4/30/16	LAWN MOWER BATTERY	32.86
CORNER BANK	4/25/16			CATERING-LUNCH MEETING -MO	40.00		
KANSAS DEPT OF HLTH & ENV	4/22/16			UNDERGROUND STORAGE TANK	10.00		
KANSAS MUNICIPAL INSURANCE TRUST	4/30/16			AIRPORT FUND	35.12		
RURAL WATER DISTRICT #2	4/30/16			WTR SVC 04/01-04/30/16	40.00		
AT&T	4/22/16			TELEPHONE BILL	182.71		
SUMNER COMMUNICATIONS, INC.	4/30/16			INTERNET SVCS ACCT 006-002	44.00		
TOUCHTONE COMMUNICATIONS	4/22/16			LONG DISTANCE	2.66		
CITY OF WELLINGTON	4/22/16			HEALTH FAMILY PRE-TAX	346.00		
CITY OF WELLINGTON	4/22/16			FICA TRANSFER	95.26		
	4/22/16			MEDICARE TRANSFER	22.28		
CITY OF WELLINGTON	4/22/16			KPERS CONTRIBUTION	152.52		
				TOTAL:	1,003.41		
NON-DEPARTMENTAL	SCCDAT GRANT			CITY OF WELLINGTON	4/22/16	TRANSFER WITHHOLDING	179.96
					4/22/16	FICA TRANSFER	168.02
			4/22/16	MEDICARE TRANSFER	39.30		
		CITY OF WELLINGTON	4/22/16	TRANSFER STATE WITHHOLDING	58.86		
				TOTAL:	446.14		
SCCDAT GRANT	SCCDAT GRANT	ASSURED OCCUPATIONAL SOLUTIONS	4/30/16	(28) DRUG TEST-WHS-RANDOM	840.00		
		JARED ESTES	4/30/16	SPEAKER FEE-04/13/16	2,500.00		
		GEORGE LAY SIGNS, INC.	4/30/16	12 BILLBRDS/INSTALL/S&H	1,161.00		
		DARIN GOODRUM	4/30/16	APRIL CELL PHONE	40.00		
		ANGIE RATCLIFF	4/30/16	APRIL CELL PHONE	40.00		
		SCCDAT	4/30/16	WALMART-COALITION ACTIVITI	384.00		
			4/30/16	AMAZON.COM-COALITION ACTIV	392.38		
		SUNFLOWER CUSTOM T'S	4/30/16	125 TOWN HALL MEETING TSHI	1,000.00		
		VYPE MAGAZINE, CENTRAL KANSAS	4/30/16	APRIL 2016 - 1/2 PG AD	300.00		
		WELLINGTON AREA CHAMBER OF COMMERCE	4/30/16	FAC RENT/HOST/MEM AUD 4/13	500.00		
		WELLINGTON HEAT	4/30/16	BUYOUT NIGHT/LOGO/BANNER/A	800.00		
		CITY OF WELLINGTON	4/22/16	FICA TRANSFER	168.02		
			4/22/16	MEDICARE TRANSFER	39.30		
				TOTAL:	8,164.70		
GOLF	WELL. MUNI. GOLF C	CORNER BANK	4/25/16	PATIO TABLE/CHAIRS	1,201.75		
				TOTAL:	1,201.75		
POLICE	DRUG AWARENESS FUN	CORNER BANK	4/25/16	DARE GRAD.-SOUTH HAVEN	50.00		
				TOTAL:	50.00		
POLICE	LAW ENFORCEMENT TR	CORNER BANK	4/25/16	RAPID DEPLOYMENT BAGS	825.11		
			4/25/16	GLOCK 22 MAGS	385.32		
				TOTAL:	1,210.43		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
===== FUND TOTALS =====					
001	GENERAL FUND				140,664.66
112	AMBULANCE & FF EQUIPMENT				2,736.14
113	LIBRARY				0.00
114	EMPLOYEE BENEFIT CONTR				40,656.20
115	SPECIAL LIABILITY EXPENSE				666.08
121	HOSPITAL SALES TAX FUND				100,788.26
131	SPECIAL CITY HIGHWAY				1,434.29
324	EQUIPMENT RESERVE				4,713.09
325	CAPITAL IMPROVEMENT				33,528.41
402	GOLF COURSE				8,838.69
415	ELEC-WATER.-WWTP				97,298.41
423	UTILITY SYSTEM CONST.				43,998.28
425	MULTI-YR CPTL. IMP.&EQU.				35,780.32
430	SANITATION LANDFILL UTILI				12,227.51
434	SANITATION EQUIP. RESERVE				5,450.06
441	WELLINGTON MUNIC.AIRPORT				1,627.38
603	SCCDAT GRANT				8,610.84
608	WELL. MUNI. GOLF CRSE TRU				1,201.75
629	DRUG AWARENESS FUND				50.00
630	LAW ENFORCEMENT TRUST				1,210.43
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GRAND TOTAL:					541,480.80
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TOTAL PAGES: 14

SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF WELLINGTON  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 4/16/2016 THRU 4/30/2016  
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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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PRINT OPTIONS

PRINT DATE: GL Post Date  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: C O U N C I L R E P O R T 4/16- 4/30/2016  
SIGNATURE LINES: 0  
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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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April 28, 2016

TO THE HONORABLE MAYOR AND COUNCIL:

On April 28, 2016 we received funds from the Kansas State Treasurer that represented our portion of the Local Retailer Sales Tax and Local Consumers Compensating Use Tax Funds remitted to the state in March 2016.

The following is the breakdown between Local Retailer Sales Tax and Compensating Use Tax:

SALES – \$180,196.60    USE - \$22,083.00

The following deposits were made:

General Fund Local Retailers Sales Tax – \$90,452.51

General Fund Local Compensating Use Tax - \$11,038.83

Hospital Sales Tax Fund - Local Ret Sales Tax – \$89,744.09

Hospital Sales Tax Fund - Local Comp Use Tax - \$11,044.17

Received year to date in the Hospital Sales Tax Fund:

Sales Tax - \$365,306.98

Comp Use Tax - \$43,637.03

Respectfully submitted,

Mary M. Green  
City Treasurer



Wellington Recreation  
Commission  
Board Meeting Notes

February 26, 2016

**Call to Order / Roll Call** – The meeting was called to order by WRC Chairman, Hankie Holefelder at 7 a.m. with the following members and staff present: Hankie, Betty Zeka, Tami McCue, Matt Barton, John Brand, Tanner Ford, Cody White, Marcine Goodrum and Julie Wellington.

**Audience Participation**- Chad A Andra, CPA LLC and Tracy Goodrum were guests of the board meeting. They audited the Wellington Recreation Commission financials for the fiscal year that ended June 30, 2015. A report was handed out and then was gone through item by item. There were no violations of compliance. Suggestions and discussion came after the report. The auditor pointed out the compliance with the Government's G.A.S.B. reporting on page 11. He explained that this was new this year. Pension plans like KPERS need reporting of total pension liability reporting. He also proposed his staff come to the WRC and rework QuickBooks to be more efficient. The cost of this is estimated approximately \$1000 to \$3000, depending on the depth the board wanted to go. He would like to get this completed before the start of the new fiscal year, starting July 1, 2016. He requested that the board discuss the audit and make a motion to approve. He would then file the report with the State of Kansas.

**Minutes / Income & Expenditures** –Expenditures and Minutes were approved by Tami and seconded by Matt. Motion carried.

**Board Member Report** – None

**Old Business**- KRPA Conference was good. A lot of contacts were made and information shared.

Maria Holverson is officially retired. She had her day of celebrations and was recognized for her service.

Attendance has increased in Fitness Classes from upgraded and new WRFC memberships. There are 162 new memberships. Corporate memberships are very important.

The WRC Summer job listing is out. March 11, 2016 is the deadline.

There was a WMS dance that was held on Feb 13, 2016. There were 143 kids in attendance. A fight occurred outside the WRC building after the dance was over. There were Teen Supervisors that witnessed it and broke it up. There were incident reports filled out.

**Memorial Auditorium**- the Memorial Auditorium Board meeting agenda is included in the WRC board packet. A Donkey Basketball game or a dog show were suggestions made for fund raising events.

**New Business**- As of today, Tanner has received several sponsors for his youth sports programs. Tanner sent letters out to community members and businesses hoping to get a response. It is working, and he hopes to get more on board with his proposals.

A donation link to our website, [www.wellingtonrec.com](http://www.wellingtonrec.com) is being implemented.

The City of Wellington gave an estimate to pave the parking lot south of the building. It will be \$26,000 to pave it with concrete underlayment and asphalt over the top of it. Tami would like a bid to do crush asphalt on the parking lot.

An AED machine for the WRFC is needed. Cody asked the Wellington Fire Department for a price quote and they came back with one for \$1,551.24. They are price compatible with any on the internet. Tami would like us to look for a grant for the AED machine.

The Time Clock Software has been investigated; it needs to be able to integrate with QuickBooks software. The winner is Virtual TimeClock. The one time cost estimate is \$650.00 John moved to approve the purchase of the software. Tami seconded. Vote cast – all in favor – motion carried.

**Marcine** – Cheer Camp filled up to the maximum limit of participants. There were 40 enrollees. They performed on a Tuesday night during half time.

She has had a few youth art classes. She instructed another Paint Your Art Out class for adults.

Lot of preparation has been going on for the Daddy Daughter Date Night. The theme is based on Alice in Wonderland. She hopes there is a big turnout for the Feb 27<sup>th</sup> night of wonder.

She usually types up notes from the conference to reference to, but has had no time since she has been prepping for Daddy Daughter Date Night.

**Tanner** – He has one Saturday left in Basketball.

Coed Volleyball has 4 teams. He conducts a fall and spring League.

One KRPA conference roundtable that he attended was about concussions. He proposed to the board some of the ideas that he came away. He would like to hand out fact sheets to officials and coaches for signs to watch out for.

He also says there is a KSHA form for the parents.

The baseball League that is being formed by the WRC was held last Wednesday night. Little Sunflower league is fully integrating their schedule with us. He is waiting on team numbers. He hopes this will eliminate Mayfield paly. South Central has disbanded.

**Cody** – Outdoor Maintenance requested some new sports equipment at the fields. These items include bases, pitching mounds, etc. Babe Ruth Baseball is adding on to the order – but will reimburse the WRC after it comes in.

Ron Metzen also requested a new edger and push mower.

Tami made a motion to adjourn. John seconded and all said Aye. The meeting was adjourned.

**The next regular meeting is: March 22, 2016 at 7 a.m.**

Respectfully submitted by Julie Wellington



Wellington Recreation  
Commission  
Board Meeting Notes

March 22, 2016

**Call to Order / Roll Call** – The meeting was called to order by WRC Chairman, Hankie Holefelder at 7 a.m. with the following members and staff present: Hankie, Betty Zeka, Tami McCue, Matt Barton, John Brand, Tanner Ford, Cody White, Marcine Goodrum and Julie Wellington.

**Audience Participation**- None

**Minutes / Income & Expenditures** –Expenditures and Minutes were approved by Betty and seconded by Matt. Motion carried.

**Board Member Report** – None

**Old Business**- Cody asked for approval from the board to accept the 2014/2015 WRC audit performed by Chad A Andra, CPA, LLC. Tami made a motion to approve the 2014/2015 audit. John seconded. All said aye.

Cody asked if the board had time to consider the proposal for additional services from the office of Chad A Andra, CPA, LLC. After discussion and deciding what points were to be the priorities, the board decided that options 2 and 4 were the most important. They requested Cody to proceed.

Cody had found out more information about purchasing or leasing an ADE machine for the Aquatic Center.

- Cintas Corporation (Cintas First Aid and Safety) – offered a fixed monthly cost of \$99 per month, with a 36 month service agreement.
- American Red Cross offers the purchase of an AED machine for approx. \$1300. (This would be about \$200 less than purchasing the machine through the City of Wellington Fire Department.)
- A suggestion was made to see if the WRC could borrow it from USD 353 during the summer for usage at the WFAC. Cody was instructed to ask to see if that would be a possibility.

A request was also made by the board to have all year around WRC staff instructed in CPR training.

Cody reported the membership lists at the Fitness Center were increased in the first quarter of 2016. This increased the numbers in all fitness classes. This reflects an \$88 a month profit for the year. The WRC and WRFC have been busy and no conflicts have occurred. He would like to include Fit Camp into the membership plans as a basic class..

The WRFC ran a promotion for a March Madness Bracket to win a special gift basket. It was \$5 to participate. In the basket was a WRFC souvenirs, a WRFC gift certificate for \$25, a D-Tan gift certificate for \$25, and 2 boxes of Girl Scout cookies. The WRFC raised \$40.

Summer Job applications were due March 11<sup>th</sup>. As of right now, the preliminary numbers are:

26 applicants hired for the Concession staff. Supervision will be provided by Cathy Shuck, manager and 2 other adult site managers.

24 Lifeguards with Lyndsie Oathout as the Pool Manager. (11 new LG's to take training)

4 hired for WFAC Cashier with Jennifer Witham as the Head Cashier.

7 Outdoor Maintenance under the leadership of Ron Metzen, Manager. (they already started)

Letters for acceptance and instruction for new employees will be going out soon. The other side of the coin; rejection letters will also be sent out.

The timeline of the 2016 Summer Program Guide was given out by Marcine. Work on the guide was to begin on March 11<sup>th</sup> with the timeline projecting the date of May 4, 2016 for delivery to the public.

Daddy Daughter Date Night was held on Feb 27, 2016. Everything went smoothly, although the children were too little to participate in a lip sync contest!

Red Line on February 26 had 162 participants. The event on March 10<sup>th</sup> had 129. There were two students that suffered from seizures. The staff handled it well, but it still was nerve shattering.

The fight that occurred outside the WRC at a previous Dance, has been turned down for any claims by both EMC and West Bend Insurance companies. The family of the injured party was informed by the insurance companies that the WRC was not at any fault and if they would like compensation to pursue it through the instigator's company.

**Memorial Auditorium**- The Television was installed in the veteran's room for the informative footage to be played on. There are some new members on the MA board. Kelly Green joins them representing the City of Wellington and two citizens from Wellington, Jerod Kline and Jerry Fike are to be asked to join.

The Community play starts in May. Practice is going on strong.

**New Business**- A request for striping on the Worden Park parking lot needs to take place before the season starts. Cody said it was discussed at the Park meeting.

**Marcine** – The WRC will be holding two Easter Egg Hunts at Worden Park. They are both on March 24<sup>th</sup>. One is for ages up to 10 yrs. of age and is a flashlight hunt. The other hunt is for 5<sup>th</sup> grade through 8<sup>th</sup> grade. It is a glow in the dark hunt.

Mom and Son Superhero Night will be held on April 8<sup>th</sup>.

**Tanner** – Spring Adult Volleyball League is held Monday nights. As of today, there are 119 participants registered in Youth Soccer. Practices are starting with the first round of games being held on second Saturday in April.

Tanner has discussed and passed out the concussion forms to all coaches and at the parent meeting.

It looks like the Little Sunflower league will be included on the schedule with the WRC Baseball/Softball league.

The deadline is on this Thursday, for early bird registration in Baseball/Softball.

There will be a onetime \$75 fee to participate in Post season games.

**Cody** – Outdoor Maintenance has requested a self-propelled edger. Cody has found one a Sears for \$299.99. He will be purchasing this piece of equipment unless a better price or machine comes along.

The Heat has still made on contact with the WRC about the concession stand this summer. The meeting that the City of Wellington suggested still needs to happen.

Brooke Boatright –certification training in Lincoln NE. Her specialty will be stretch and relaxation. She would like to introduce TRX to Wellington. It is a system that involves plates and anchors. The cost would be \$295.

Matt made a motion to adjourn and Betty seconded. All said aye. Meeting adjourned.

Cody wished everyone happy holidays, and reminded the board the WRC is closed on Friday and Sunday and the WRFC is closed on Easter Sunday.

**The next regular meeting is: April 26, 2016 at 7 a.m.**

Respectfully submitted by Julie Wellington



*PUBLIC SERVICE RECOGNITION WEEK*

*In honor of the millions of public employees at the federal, state, county, and city levels:*

**Whereas:**

Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working;

**Whereas:**

Public employees take not only jobs, but oaths;

**Whereas:**

Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

**Whereas:**

Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

**Whereas:**

Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

**Therefore:**

I, Shelley Hansel, the Mayor of Wellington, Kansas, do hereby announce and proclaim to all citizens and set our seal hereto, that the first week of May, 2016, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

SUMNER COUNTY ECONOMIC DEVELOPMENT COMMISSION  
PRESENTS

# SMALL BUSINESS WORKSHOP

FOR PROSPECTIVE AND CURRENT BUSINESS OWNERS

- Learn to leverage money, marketing and your management team in your new business or to help strengthen your current business results
- Business plan essentials will be discussed and why they are important to business owners
- Narrative business plan and cash flow templates provided
- The workshop will include a discussion of the financial analysis used by the KSBDC and what it means to your business success
- Gain access to top-notch resources and tools essential to any business

*Workshop led by Natalie Santonil from the Kansas Small Business Development Center*

Tuesday, May 17th

9:00 a.m. to Noon

Sumner County Economic Development Commission

123 North Jefferson

Wellington, Kansas

Cost: **FREE**

*REGISTRATION REQUIRED - SPACE IS LIMITED*

RSVP by email to Linda Brown, [lbrown@co.sumner.ks.us](mailto:lbrown@co.sumner.ks.us)



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WELLINGTON, KANSAS, GRANTING TO KANSAS FIBER NETWORK, A KANSAS LIMITED LIABILITY COMPANY (KSFIBERNET), ITS SUCCESSORS AND ASSIGNS, A TELECOMMUNICATIONS FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

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

This Franchise Agreement (“Agreement”) is entered into as of \_\_\_\_\_ \_\_, 2016 (“Effective Date”) by and between the City of Wellington, a municipal corporation (the “City”), and KSFiberNet.

**RECITALS**

A. KSFiberNet owns, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission and the Kansas Corporation Commission (hereinafter “KCC”), telecommunications networks serving KSFiberNet’s wireline customers through advanced fiber optic facilities and other wireless carrier customers through fiber-fed facilities. Such facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. KSFiberNet seeks to enter the City of Wellington’s (the “City”) ROW, and other real property of the City, to install, maintain and operate a fiber network (the “Network”), so that KSFiberNet and/or its customers (the “Customers”) may provide data and telecommunications services to the enterprises, residents and visitors of the City and others (the “Services”).

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process (“Facility” or “Facilities”).

D. Certain systems of KSFiberNet which are specific parts or types of the Facilities may be located on streetlights, stand-alone poles, third party utility poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement.

E. KSFiberNet desires to obtain from City as permitted by law, and City is willing to grant KSFiberNet as required by law, the right to access the Public ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities in a manner consistent this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

## **SECTION 1 INSTALLATION OF THE NETWORK**

1.1 **Permitted Installation.** KSFiberNet may at KSFiberNet's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. KSFiberNet shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the city and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within Public ROW. Such additional easements shall be located so as not to interfere with the city's use of its property. For each installation of Facilities, KSFiberNet shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. KSFiberNet shall, at the written request of the city, attend a planning session regarding an installation proposed by KSFiberNet. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the city shall not release KSFiberNet from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. KSFiberNet shall be responsible for notifying the city and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits as may be necessary. KSFiberNet shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 **Temporary Construction.** The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 **Construction Schedule.** If requested by the City, at least ten (10) days prior to the installation of the Facilities, KSFiberNet shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of KSFiberNet's authorized by KSFiberNet to access the City ROW and City owned property on KSFiberNet's behalf.

1.1.4 **Coordination of Work.** KSFiberNet shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. KSFiberNet shall be the City's point of contact and all communications shall be through KSFiberNet. KSFiberNet shall be solely responsible for communicating with Kansas One-Call.

1.1.5 **Inspection by City.** The City shall have commercially reasonable access to inspect any work conducted by KSFiberNet during the installation, maintenance and/or repairs of the Facilities.

1.1.6 **Other Utility Providers.** When necessary, KSFiberNet shall coordinate with other utility providers for other needed utility services. KSFiberNet and the city will reasonably cooperate with the other utilities providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 **Existing Utility Poles.** KSFiberNet may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the city's police powers, and in no instance shall KSFiberNet erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 **Compliance with Laws.** This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the city or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 **Permits.** KSFiberNet shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, as required by the Code or State Law at K.S.A. 17-1902(N), as amended.

**1.3.3 Compliance with Permits.** All work within the City's ROW or other real property of the city shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

**1.3.4 Fee Increases.** If prior to the second anniversary of the date hereof, the city increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then KSFiberNet will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefor by the City.

**1.4 Placement of KSFiberNet Facilities.** KSFiberNet shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

**1.4.1 Placement of City Facilities.** Should the City decide that it is in its interest to include capacity in addition to the Facilities planned by KSFiberNet during the installation, it will communicate this decision to KSFiberNet in writing prior to the start of any construction and KSFiberNet shall include this additional capacity in its installation. The additional capacity will be defined during the planning process outlined in 1.1.1 and may include, but is not limited to, conduit, handholes, enclosures, and cable lines. The additional capacity shall be determined no later than thirty (30) days prior to the planned start of the installation. The City shall reimburse KSFiberNet for the cost of the additional capacity. The City's cost will be limited to the actual material and direct labor of the additional facilities only. The additional facilities shall be inspected by the City along with the KSFiberNet Facilities and shall not interfere with the operation and maintenance of KSFiberNet Facilities. The additional facilities shall remain the exclusive property of the City. City may not resell the additional facilities to any third party.

**1.5 New Streetlight Poles and Existing Streetlight Poles.** It is understood that KSFiberNet may build new streetlight poles or other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws ("New Poles"). The Parties agree that in areas where there are existing poles, KSFiberNet will work with the owner of that existing pole to collocate the DAS Facility, but only when the pole owner is willing to allow such attachment and where such attachment is feasible from a safety, technical, and engineering (structural and radio frequency coverage) perspective.

**1.5.1 City Use of New Poles.** The Parties understand and agree that the city may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere with KSFiberNet's use of its Network or Facilities. KSFiberNet shall reasonably cooperate with the City when using the New Poles.

**1.5.2 City-Owned Lights.** Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3 below, KSFiberNet shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

**1.5.3 Damage to New Poles.** If a new Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the city may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the right of such imminent threat or harm to persons or property. KSFiberNet shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (3) days after the City's written notice. The cost to repair and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by KSFiberNet; provided, however, that if the new Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that KSFiberNet seeks reimbursement for a third party either directly or through applicable insurance, the City shall assign KSFiberNet any rights the City may have against such third party for such claims.

**1.6 Franchise and Permit Fees.** KSFiberNet is solely responsible for the payment of all lawful franchise and permit fees in connection with KSFiberNet's performance under this Agreement.

**1.6.1 5% Franchise Fees for all Gross Revenues.** In consideration of this Franchise Agreement, KSFiberNet agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross Revenues" means revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; and (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; (G) RF telecommunications service revenue or any other operating revenue derived from leasing KSFiberNet's dark fiber and indefeasible rights of use "IRU") fees. Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (G) as referenced within this Section 1.6.1. Uncollectable and late charges shall not be included within gross revenues. KSFiberNet shall pay its Franchise Fee on the 15<sup>th</sup> day of the second month following the month in which the Gross Revenue is received. Notwithstanding the above, to the extent the definition of Gross Revenues is inconsistent with the definition of "Gross Receipts" set forth in KSA 12-2001, the definition of Gross Receipts shall control.

1.6.2 **DAS Facility Permit Fee.** A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid to the City by KSFiberNet. KSFiberNet shall pay the Das Facility Permit Fee the 15<sup>th</sup> day following the month after each DAS Facility is installed within the public ROW.

1.6.3 **Ministerial Application Fees.** Upon execution and approval of this Agreement, KSFiberNet shall pay to the City a one-time application fee in the sum of \$2,500.00 to recover the City's costs associated with the review and approval of this Agreement. The City certifies that such application fee reimburses the City for its reasonable, actual and verifiable cost of reviewing and approving this Agreement.

1.6.4 **Accounting Matters.** KSFiberNet shall keep accurate books of account at its principal office in Wichita, Kansas , or such other location of its choosing for the purpose of determining the amounts due to the City under §1.6.1 above. No more than once per year, the City may inspect KSFiberNet's books of account relative to the application of the franchise fees required under subsection 1.6.1 of this Agreement any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 1.6 – 1.6.3 above. The City agrees to hold in confidence any non-public information it learns from KSFiberNet to the fullest extent permitted by Law.

## 1.7 **Access to the Facilities.**

1.7.1 **KSFiberNet Access to Facilities for Repair.** KSFiberNet will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, KSFiberNet shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 **City Observation.** KSFiberNet shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

## **SECTION 2 TERM AND TERMINATION**

2.1 **Term.** This Franchise Agreement shall be effective for an initial term of two (2) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term; provided, however, if KSFiberNet does not request termination and is operating hereunder and is not in default of its obligations hereunder, then this franchise shall not be terminated and shall

continue from year-to-year as provided herein. The additional (term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment. Under no circumstances shall this franchise ordinance exceed twenty (20) years from the effective date of the franchise ordinance. At the conclusion of the twenty (20) year period the parties hereto agree to negotiate a new franchise in good faith in the event KSFiberNet is still providing services hereunder.

2.1.1 **90 Day Remedy Period.** If the Agreement is breached by KSFiberNet, then-the provisions of Section 8 (Default) shall govern the parties hereto.

2.2 **Termination of Use.** Notwithstanding Section 2.1 above, KSFiberNet may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, KSFiberNet payment obligations to the City shall terminate simultaneously with the termination of use; provided KSFiberNet removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

### **SECTION 3 REMOVAL AND RELOCATION**

3.1 **Removal due to Public Project.** Upon receipt of a written demand from the City pursuant to this Section 3, KSFiberNet, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by KSFiberNet under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; or (c) to protect or preserve the public health and safety. The City shall cooperate with KSFiberNet in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows KSFiberNet to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

3.2 **Removal Due to Termination.** No later than 160 days after termination of this Agreement pursuant to the provisions of this Agreement, KSFiberNet shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the

locations or adjacent property (including City ROW, City facilities added under Section 1.4.1, or City real property), restore each Facility and its adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by KSFiberNet to the Facility or adjacent property, or as otherwise required by the City. For New Poles, KSFiberNet shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, KSFiberNet shall abandon the Network, or any part thereof, in place and convey it to the City if either the City or KSFiberNet elects to do so.

3.3 **Abandonment.** In the event KSFiberNet ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, KSFiberNet shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property (including City ROW, City facilities added under Section 1.4.1 or City real property), KSFiberNet shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by KSFiberNet to the Facility or adjacent property. Alternatively, the City may allow KSFiberNet, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 **No Relocation Compensation.** The parties understand and agree that neither the City nor KSFiberNet are entitled to compensation for any relocation of its Network that may be required under Section 3.1 KSFiberNet is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

## **SECTION 4 MAINTENANCE AND REPAIR**

4.1 **Electricity Use.** KSFiberNet shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** KSFiberNet shall, at KSFiberNet's sole cost and expense, perform all maintenance and repairs reasonable needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, KSFiberNet shall, at KSFiberNet's sole cost and expense, replace the irreparable part of the Network. KSFiberNet shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit rubbish, garage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives KSFiberNet written notice of a failure by

KSFiberNet to maintain the Facilities, KSFiberNet shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** KSFiberNet shall cooperate with the City on all issues of aesthetics and appearance. KSFiberNet shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of DAS systems must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** KSFiberNet shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by KSFiberNet's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. KSFiberNet shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. KSFiberNet's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by KSFiberNet to the City.

4.5 **Bond.** KSFiberNet shall provide a bond in the amount of \$100,000.00 during the construction of the Network to represent the estimated cost of KSFiberNet's construction obligations under Sections 3 and 4 of this Agreement, which the City may require KSFiberNet to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of KSFiberNet's obligations under Sections 3 and 4.

## **SECTION 5 TAXES**

5.1 **Taxes.** KSFiberNet agrees that it will be solely responsible for the payment of any and all taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5a01 *et seq.* of the Kansas Revenue and Taxation Code, the City hereby advises, and KSFiberNet recognizes and understands, that KSFiberNet's use of the City's ROW, the New Poles, and/or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that KSFiberNet may be subject to, and responsible for, the payment of real property taxes levied on such interest. KSFiberNet will cooperate with the Sumner County Assessor in providing any information necessary for the Assessor to make a property tax determination. KSFiberNet reserves the right to challenge any such assessment, and the City agrees to cooperate with KSFiberNet in connection with any such challenge.

## **SECTION 6**

## INDEMNIFICATION

6.1 **Indemnity.** KSFiberNet shall indemnify, defend, and hold harmless the City, its councilmembers, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by KSFiberNet pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its councilmembers, officers, employees, agents or contractors or any third party. The City shall promptly notify KSFiberNet of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** KSFiberNet waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** The City will be liable, if at all, only for the cost of repair to damaged portions of the Facilities arising from the negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees, or contractors, shall not be liable for any damage from any cause whatsoever to the Facilities, specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Facilities or from vandalism or unauthorized use of the Facilities, except to the extent such damage is caused by the negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

6.4 **Limitation of KSFiberNet's Liability.** In no event shall KSFiberNet be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

## SECTION 7 INSURANCE

7.1 **Minimum Insurance Requirements.** KSFiberNet shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** KSFiberNet shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by KSFiberNet. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combine single-limit per accident for bodily injury and property damage covering any vehicle utilized by KSFiberNet in performing the work covered by this Agreement.

(iii) **Workers' compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) **Deductible and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if KSFiberNet's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the KSFiberNet's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of whether or not the insured pays the deductible, the KSFiberNet's deductible shall not exceed \$100,000 for Comprehensive General Liability Insurance, \$100,000 Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

(c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) KSFiberNet's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of KSFiberNet's insurance and shall not contribute with it.

(3) Any failure of KSFiberNet to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) KSFiberNet's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by KSFiberNet in the City's ROW.

(iii) All Coverages. Except for non-payment of premium, each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced in coverage or limits by the insurer except after thirty (30) days' prior written notice has been given to the City. If for any reason insurance coverage is canceled or reduced in coverage or in limits, KSFiberNet shall within two (2) business days of notice from the Insurer, notify the City by phone or fax of the changes to or cancellation of the policy and shall confirm such notice via certified mail, return receipt requested.

(d) **Acceptance of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(e) **Verification of Coverage.** KSFiberNet shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event KSFiberNet hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, KSFiberNet shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

## **SECTION 8 DEFAULT**

### **8.1 Default.**

8.1.1 **Defined.** A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure such within ninety (90) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within ninety (90) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 **City Termination Right.** In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way: or (ii) if KSFiberNet's licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to KSFiberNet's rights to just compensation, if any, for any taking of a protected property right.

8.3 **No waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matters subsequently occurring.

8.4 **Interest.** If KSFiberNet fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

## **SECTION 9 INTREFERENCE**

9.1 **Non-Interference with Non-Public Safety Communications Systems.** KSFiberNet shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications KSFiberNet may make to the Network.

9.2 **Non-Interference with Public Safety Communications Systems.** KSFiberNet's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 **Correction of Interference.** If such interference with the Facilities described in Sections 9.1 and 9.2 occur, KSFiberNet shall, upon receipt of written notice thereof from City, immediately commences commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by KSFiberNet to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than ninety (90) days, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of KSFiberNet's Customer(s) remains the responsibility of KSFiberNet. If the interference is an

emergency or a danger to public health and safety, the City shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

## SECTION 10

### MISCELLANEOUS PROVISIONS

10.1 **Nonexclusive Use.** KSFiberNet acknowledges that this Agreement does not provide KSFiberNet with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities. The parties hereto specifically agree that all such franchises issued to telecommunications providers shall be competitively neutral and not unreasonable or discriminatory in nature.

10.2 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Wellington  
317 South Washington  
Wellington, KS 67152  
Attention: Roy Eckert, City Manager

KSFiberNet: Kansas Fiber Network, LLC  
8201 E. 34<sup>th</sup> St. North  
#1501  
Wichita, KS 67226  
Attention: Steven Dorf, President and CEO

Such notice shall be deemed made when personally delivered; of mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail, if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.3 **Sublease/Assignment.** If KSFiberNet assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of KSFiberNet, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) KSFiberNet will provide notice of a transfer within a reasonable time.

10.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor, assigns and transferees.

10.5 **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 **Severability.** If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.7 **Governing Law.** This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Sumner County, Kansas.

10.8 **Survival of Terms.** All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this agreement.

10.9 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.10 **Drafting.** The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.11 **Execution in Counterparts.** This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.12 **Authority to Execute This Agreement.** Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the

authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

**10.13 No Warranty by the City.** The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

**10.14 Agreement Applicable Only to the Facilities.** This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

**10.15 No Abrogation of Legal Responsibilities.** The City's execution of this Agreement shall not abrogate, in any way, KSFiberNet's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

**10.16 Contractual Interpretation.** In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

**10.17 Effective Date of Ordinance.** This Ordinance shall be effective upon its final passage and publication as required by law.

ADOPTED AND PASSED by the Governing body of the city of Wellington, Kansas,  
this \_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF WELLINGTON, KANSAS**

By: \_\_\_\_\_  
Shelley Hansel, Mayor

ATTEST:

\_\_\_\_\_  
Shane Shields, City Clerk

**KANSAS FIBER NETWORK, LLC**

By: \_\_\_\_\_  
Steven Dorf, President