



CITY COUNCIL MEETING AGENDA

**Tuesday, May 26, 2020
7:00 p.m.**

**City Council Chambers
Halstead City Hall**

CALL TO ORDER

A. AGENDA CHANGES

B. CONSENT AGENDA

1. Minutes for May 11, 2020 City Council Meeting
2. Ordinance No. 2020-AP-10: Bills and Payroll thru May 26

C. UNFINISHED BUSINESS

1. Consideration of Ordinance No. 1299 – Grass clippings/debris in gutters and streets
2. Consideration of Ordinance No. 1300 – Private use of public rights-of-way

D. NEW BUSINESS

1. Presentation and funding request from Kansas Learning Center for Health
2. 2019 Audit presentation from Knudsen Monroe
3. Consideration of Ambulance Service Agreement with City of Sedgwick
4. Consideration of agreement with Kansas Department of Transportation (KDOT)

E. EXECUTIVE SESSION

1. Non-elected personnel

F. REPORTS

1. Governing Body
2. Manager

ADJOURNMENT



CITY COUNCIL AGENDA REPORT

Meeting Date: May 26, 2020
City Department: Administration
Prepared By: Jamie Eberly, City Clerk
Agenda Title: Consent Agenda

RECOMMENDED ACTION

Motion to approve the Consent Agenda for May 26, 2020.

CONSIDERATIONS/ANALYSIS

Items in the May 26th Consent Agenda include the minutes for the regular City Council Meeting of May 11, 2020 and Ordinance No. 2020-AP-10: Bills & Payroll from May 12, 2020 to May 26, 2020. Items of note in the bills and payroll are as follows:

- Ck #116246 in the amount of \$1,390.00 to ACM Removal-Kansas, LLC for asbestos & mold inspection at 204 Main
- Ck #116249 in the amount of \$4,079.18 to BBI for KGE rock and sand

FISCAL IMPACT/FUNDING SOURCE

Total dollar amount of bills being approved is \$52,103.91, wires in the total amount of \$22,240.85, and total net payroll in the amount of \$22,800.22. These expenses are split amongst multiple funds in the budget.

Department Head Review Date: 5/22/2020

City Attorney Review Date:

City Manager Review Date:

Attachments (*listed as included in packet*):

1. [Minutes for May 11, 2020 Regular City Council Meeting](#)
2. [Ordinance No. 2020-AP-10: Bills and Payroll for May 12, 2020—May 26, 2020](#)

**Halstead City Council Meeting
May 11, 2020**

**Council Room, City Hall
7:00 p.m.**

CALL TO ORDER

Mayor Travis called the meeting to order at 7:00 p.m. noting that due to public gathering person limitations relating to the COVID-19 pandemic, the City Council meeting would be streamed live via Channel 7 and Facebook Live for the general public.

COUNCIL MEMBERS PRESENT

Ed Campbell, Sam Farmer, and Denice Klassen; a quorum was present. George Torres and Mike Wallace were absent.

CITY OF HALSTEAD STAFF PRESENT

City Superintendent Pat Adams, City Manager Ethan Reimer, City Clerk Jamie Eberly, and City Attorney Brad Jantz

OTHERS PRESENT

Cody Knauss and Kenny Burbrink arrived at 7:35 p.m. and left at 7:50 p.m.

AGENDA CHANGES

City Manager Reimer requested a third Executive Session for preliminary discussions relating to the acquisition of real property be added to the agenda.

CONSENSUS by the Governing Body to allow the changes as presented.

CONSENT AGENDA

The following items were included in the May 11 Consent Agenda:

- Minutes for April 27, 2020 Regular City Council Meeting
- Ordinance No. 2020-AP-09: Bills and Payroll for April 28, 2020 – May 11, 2020
 - Total dollar amount of bills being approved is \$303,620.15, wires in the total amount of \$22,024.13, direct deposits in the total amount of \$2,706.54 and total net payroll in the amount of \$23,258.93.

MOTION by Campbell to approve the Consent Agenda for May 11, 2020 as submitted.

SECOND by Klassen

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

UNFINISHED BUSINESS

1. Public Hearing –204 Main Distressed Property Hearing

Mayor Travis opened the Public Hearing at 7:03 p.m.

City Manager Reimer presented to the Governing Body the completed transfer of ownership for 204 Main from the previous owner to the Halstead Land Bank; noting that with the property transfer complete the City can close the distressed property hearing.

Mayor Travis closed the public hearing at 7:05 p.m.

MOTION by Farmer close the distressed property proceedings for 204 Main St.

SECOND by Campbell

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

EXECUTIVE SESSION

1. Trade Secrets/Proprietary Information

MOTION by Campbell at 7:10 p.m. to recess into executive session, for 20 minutes to discuss proprietary and protected information of a corporation, pursuant to the confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships exception, K.S.A. 75-4319(b)(4), and to include the following persons: Governing Body, City Manager, and City Attorney, with the regular meeting to reconvene at 7:30 p.m. in the City Council Chambers.

SECOND by Farmer

CARRIED 3-0

No formal or binding action was taken during the Executive Session.

Mayor Travis called the regular meeting back to order at 7:30 p.m.

2. Trade Secrets/Proprietary Information

MOTION by Campbell at 7:35 p.m. to recess into executive session, for 15 minutes to discuss proprietary and protected information of a corporation, pursuant to the confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships exception, K.S.A. 75-4319(b)(4), and to include the following persons: Governing Body, City Manager, City Attorney, Cody Knauss, and Kenny Burbrink, with the regular meeting to reconvene at 7:50 p.m. in the City Council Chambers.

SECOND by Farmer

CARRIED 3-0

No formal or binding action was taken during the Executive Session.

Mayor Travis called the regular meeting back to order at 7:50 p.m.

NEW BUSINESS

1. Discussion on Storm Water Main Repair and Replacement

City Manager Reimer presented information to the Governing Body about several factors that changed since the last meeting when the initial authorized budget amount of \$40,000.000 was approved; noting an additional \$10,000.00 would be needed if the Governing Body wishes to continue the project.

MOTION by Farmer to finalize indemnification agreement between Legg Company and the City of Halstead subject to staff revision and authorize City Manager Reimer and Superintendent Pat Adams to work with Certified Engineering Design for repair and replacement of Storm

Water main running through Legg Company property for a project amount not to exceed \$50,000.00 and authorization to sign any necessary documentation relating to said project.

SECOND by Klassen

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

2. Consideration of Extension of Animal Registrations and Licenses and Utility Disconnects

City Manager Reimer discussed with the Governing Body that due to the standing executive orders and social distancing guidelines the annual rabies clinic could not be held in May as it normally is and that it has been rescheduled to June 13, 2020; noting staff felt extending the registration deadline without late payment until June 30, 2020 would be a reasonable exception to the standing Ordinance regarding animal registration. City Manager Reimer also discussed the executive order prohibiting utility disconnects through May 31, 2020; noting staff feel that suspending physical disconnects through June 30, 2020 is a reasonable concession given that the Governing Body has previously agreed to suspend late and reconnect fees for the May and June billings.

MOTION by Campbell to extend animal registration and licensing without penalty through June 30, 2020.

SECOND by Klassen

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

MOTION by Campbell to suspend utility disconnects through June 30, 2020, resuming on July 1, 2020 unless delinquent accounts are under some form of payment agreement for outstanding balances.

SECOND by Klassen

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

3. Discussion of Draft Ordinance No. 1299- Grass Clippings/Debris in Gutters

City Manager Reimer and City Attorney Jantz presented to the Governing Body draft Ordinance No. 1299 that will criminalize the action of mulching or shooting lawn and yard waste into the streets and gutters for review by the Governing Body; noting that staff would recommend tabling this item until the next City Council meeting to give the Governing Body and staff time to review the Ordinance in its entirety.

MOTION by Farmer to table action on Ordinance No. 1299 to the next regular City Council meeting.

SECOND by Campbell

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

4. Discussion of Draft Ordinance No. 1300- Prohibiting Building in Easements

City Manager Reimer and City Attorney Jantz presented to the Governing Body draft Ordinance No. 1300 that will prohibit the building of permanent structures over established utility easements for review by the Governing Body; noting that staff would recommend tabling this item until the next City Council meeting to give the Governing Body and staff time to review the Ordinance in its entirety.

MOTION by Farmer to table action on Ordinance No. 1300 to the next regular City Council meeting.

SECOND by Klassen

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

5. Consideration of May 25, 2020 Meeting Reschedule

City Manager Reimer discussed with the Governing Body that the next City Council meeting is scheduled to occur on Memorial Day, an observed holiday by the City of Halstead; noting typically in the event of a holiday conflict the Governing Body takes action to move the meeting to the following Tuesday but that City Attorney Jantz would not be available or present due to scheduling conflicts should the Governing Body choose to move the meeting to May 26, 2020.

MOTION by Campbell to move the regularly scheduled City Council meeting from Monday, May 25, 2020 to Tuesday, May 26, 2020 at 7:00 p.m.

SECOND by Farmer

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

EXECUTIVE SESSION

1. Attorney-Client Privilege

MOTION by Campbell at 8:15 p.m. to recess into executive session, for 15 minutes to discuss on going contract negotiations and review, pursuant to the consultation with an attorney on matters that would be deemed privileged in the attorney-client relationship exception, K.S.A. 75-4319(b)(2), and to include the following persons: Governing Body, City Manager, and City Attorney, with the regular meeting to reconvene at 8:30 p.m. in the City Council Chambers.

SECOND by Farmer

CARRIED 3-0

No formal or binding action was taken during the Executive Session.

Mayor Travis called the regular meeting back to order at 8:30 p.m.

2. Acquisition of Real Property

MOTION by Campbell at 8:35 p.m. to recess into executive session, for 15 minutes to discuss acquisition of property, pursuant to the preliminary discussions relating to the acquisition of real property exception, K.S.A. 75-4319(b)(6), and to include the following persons: Governing Body, City Manager, and City Attorney, with the regular meeting to reconvene at 8:50 p.m. in the City Council Chambers.

SECOND by Farmer

CARRIED 3-0

No formal or binding action was taken during the Executive Session.

Mayor Travis called the regular meeting back to order at 8:50 p.m.

REPORTS

1. Governing Body Report

Mayor Travis read the proclamations for National Police Week and EMS Week. Mayor Travis then requested City Clerk Eberly to read any public comments received prior to the meeting at this time. City Clerk Eberly noted no public comments have been received. Councilmember Campbell requested more information on the opening of the City pool as he has been approached by several citizens; City Manager Reimer noted that the pool tentatively is scheduled to re-open June 15, 2020 but more details would be noted in the Manager's Report.

2. Manager Report

City Manager Reimer presented to the Governing Body the following in the Manager's Report:

- City Hall was re-opened to the public today for the first time in 6 weeks; thank you to City Superintendent Adams and Public Works crew for their work on constructing the customer partition which allowed the office to open much sooner to the public
- Except for Administration and Finance, most other City departments continue to have modified operations due to COVID-19 pandemic
- Street Sweeping that was scheduled to begin tomorrow has been delayed due to the forecasted weather and staff is currently working with the contract to try and identify alternative dates for the sweeping
- Harley Lang was selected as the Public Service Scholarship recipient for this year
- The City has been informed that we received the Government Finance Officer's Association Award for the Distinguished Budget Presentation for our second year; thank you to all staff for their work during the budget process and recognize City Clerk Eberly for the amount of time she helps with getting those materials finalized, edited, and put together as we are one of the smallest cities who receive such an award and among around 30 other local government entities in the State of Kansas who receive this award for their budget documents
- Wedgewood and Parks and Recreation are finalizing plans to shift operations as we presumably enter less restrictive phases of the Ad Astra Reopening plan; Wedgewood has its first smaller tournament scheduled for early June and certain leagues will begin to resume play in the coming weeks, whereas, Halstead Pool is looking to open for training and limited lessons on June 1st with full operations not until June 15th depending on what phase the state would be in and summer sports look like they will be delayed
- Reminder that we are starting to see an increase in calls for violations of various City Codes; tall grass, inoperable vehicles, parking in grass in front yards, construction without permits, are common examples of violations reported, residents are encouraged to call City Hall if you have questions on any manner or to report suspected violations and if you happen to receive a notice please know the City will do its best to work with you but Ordinances are in place for a reason

3. Financial Report

City Manager Reimer presented to the Governing Body the following in the Financial Report; noting it will be cut short due to an in depth Quarterly Financial Report was given during the April 27, 2020 meeting:

- Lower cash balance across budgeted funds as compared to Fiscal Year 2019 due to transfers being made in smaller amounts on a more frequent basis to help try and avoid spiking departmental budgets or pressure on cash
- City interest income has dropped significantly
- City remains overall in stable condition

ADJOURNMENT

MOTION by Klassen to adjourn at 9:05 p.m.

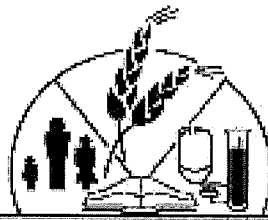
SECOND by Campbell

City Clerk Eberly repeated the motion and second for clarification purposes.

CARRIED 3-0

Respectfully Submitted,

Jamie A. Eberly, City Clerk



CITY OF HALSTEAD

Ordinance No. 2020 -AP- 10

Check No. 116239 thru Check No. 116276 in the total amount of \$52,103.91

Wires in the total amount of \$22,092.24

Direct Deposits in the total amount of \$ 0

and total net payroll(s) in the amount of \$22,800.22
are approved for payment.

Sam Farmer

Dennis Travis

Denice Klassen

Ed Campbell

George Torres

Michael Wallace

Date: MAY 26, 2020

Selected AP Paid Checks (APLT70B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice	Check #	Paid Date	Reconcile	Void	Invoice Amt
Description					

Bank: 1 The Halstead Bank

Account: [REDACTED]

Vendor: 180350 A T & T

ATT-TP-060820	116245	5/26/2020		\$233.93
MONTHLY CHARTGES FOR THE TREATMENT PLANT AND LIFT STATIONS				
ATT-WWGC-060320	116245	5/26/2020		\$86.83
WWGC MONTHL CHARGES FOR MAY DUE 6/8/20				

Subtotal for Vendor 180350 : \$320.76

Vendor: 304181 ACM REMOVAL-KANSAS, LLC

2020-127	116246	5/26/2020		\$1,390.00
ASBESTOS & MOLD INSPECTION 204 MAIN				

Subtotal for Vendor 304181 : \$1,390.00

Vendor: 10340 AVOCATION SOFTWARE

8642	116247	5/26/2020		\$250.00
ANNUAL SUPPORT FEE				

Subtotal for Vendor 10340 : \$250.00

Vendor: 301357 B & B ELECTRIC MOTOR CO. INC

75654	116248	5/26/2020		\$1,285.00
REBUILD 5HP LIFT PUMP				

Subtotal for Vendor 301357 : \$1,285.00

Vendor: 304180 BBI

6516	116249	5/26/2020		\$4,079.18
ON OF KGE ROCK AND SAND				

Subtotal for Vendor 304180 : \$4,079.18

Vendor: 304268 BCC ALLIED HEALTH C/O FIRE & EMS EDU

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Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice	Check #	Paid Date	Reconcile	Void	Invoice Amt
Description					
05202020-AEMT AEMT PRACTICAL EXAMINATION X 3	116250	5/26/2020			\$750.00
Subtotal for Vendor 304268 :					\$750.00
Vendor: 301326 BECKER CAR CARE					
2003 REPLACE AC RADIATOR FAN	116251	5/26/2020			\$177.88
Subtotal for Vendor 301326 :					\$177.88
Vendor: 20193 BLUE CROSS & BLUE SHIELD OF KS					
BXBSTHRU063020 EMPLOYMENT BENEFITS THROUGH 06/30/2020	116252	5/26/2020			\$28,114.95
Subtotal for Vendor 20193 :					\$28,114.95
Vendor: 301146 BOUND TREE MEDICAL,LLC					
83619031 PEDIATRIC AIRWAY TRAINER AND BVM	116253	5/26/2020			\$1,048.99
Subtotal for Vendor 301146 :					\$1,048.99
Vendor: 301979 BRIDGMAN OIL CO., INC.					
92633 FUEL FOR WWGC	116244	5/20/2020			\$561.66
Subtotal for Vendor 301979 :					\$561.66
Vendor: 30182 CHARLSEN INSURANCE AGENCY					
0706-1528 GENERAL LIABILITY PREMIUM AUDIT STATEMENT 040119-040120	116254	5/26/2020			\$722.00
Subtotal for Vendor 30182 :					\$722.00
Vendor: 30240 CITY CLERK'S CASH ACCOUNT					
REIMBPETTY0520 2020 VAC-TRON EQUIPMENT, DODGE DURANGO, TAG AND REGISTRATION	116255	5/26/2020			\$57.50

Selected AP Paid Checks (APLT70B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from: \$0.00 thru: \$9,999,999.99

Invoice Description	Check #	Paid Date	Reconcile	Void	Invoice Amt
Subtotal for Vendor 30240 :					\$57.50
Vendor: 30261 CITY OF HALSTEAD					
PR-515202012431 Automatic Invoice From Payroll	116240	5/15/2020			\$1,409.86
Subtotal for Vendor 30261 :					\$1,409.86
Vendor: 30360 COLONIAL LIFE INS.					
PR-515202012432 Automatic Invoice From Payroll	116241	5/15/2020			\$554.78
Subtotal for Vendor 30360 :					\$554.78
Vendor: SIGNS C-SQUARE					
20-018 SIGN FOR THE FIRING RANGE	116256	5/26/2020			\$75.00
Subtotal for Vendor SIGNS :					\$75.00
Vendor: 40005 D'ANGELO'S					
1373 SANDWICHES FOR 03/20/20	116257	5/26/2020			\$69.90
Subtotal for Vendor 40005 :					\$69.90
Vendor: 60020 FARMERS COOPERATIVE ELEVATOR					
FARMERS-EMS0520 EMS FUEL	116258	5/26/2020			\$235.42
FARMERS-FIRE-0520 APRIL FUEL AND DIESEL AS WELL AS TORCH FUEL FOR BURNS	116258	5/26/2020			\$409.36
FARMERS-GOLF-0520 FUEL FOR GOLF COURSE	116258	5/26/2020			\$26.92
FARMERS-MAINT0520 FUEL FOR MAINTENANCE FOR APRIL 20	116258	5/26/2020			\$1,281.80

Selected AP Paid Checks (APLT70B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice Description	Check #	Paid Date	Reconcile	Void	Invoice Amt
FARMERS-PD-0520 FUEL FOR POLICE VEHICLES	116258	5/26/2020			\$594.66
Subtotal for Vendor 60020 :					\$2,548.16
Vendor: 70030 GALL'S LLC					
015561474 UNIFORM PANTS AND BOOTS	116259	5/26/2020			\$197.92
Subtotal for Vendor 70030 :					\$197.92
Vendor: 80125 HALSTEAD MARKET					
HALMKT0520 DEPARTMENT CHARGES FOR MARKET	116260	5/26/2020			\$121.69
Subtotal for Vendor 80125 :					\$121.69
Vendor: 302738 HALSTEAD TIRE, LLC					
4655 CARLISLE TUBE AND TIRE REPAIR	116261	5/26/2020			\$31.99
4690 TIRE REPAID	116261	5/26/2020			\$15.00
Subtotal for Vendor 302738 :					\$46.99
Vendor: 303935 HENRY SCHEIN, INC.					
76714306 MIDICATION AND COMBI PADS	116262	5/26/2020			\$28.27
Subtotal for Vendor 303935 :					\$28.27
Vendor: 302675 HV CO SHERIFF'S DEPT					
HVCOJAIL0520 PRISONER HOUSING FOR APRIL 2020	116263	5/26/2020			\$35.00
Subtotal for Vendor 302675 :					\$35.00
Vendor: 100100 HV CY ECON/DEVELOPMENT COUNCIL					

Selected AP Paid Checks (APLT70B)

City of Halstead

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Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice Description	Check #	Paid Date	Reconcile	Void	Invoice Amt
HVCOE0520 MAY 2020 PARTNER CONTRIBUTION	116264	5/26/2020			\$1,500.00
Subtotal for Vendor 100100 :					\$1,500.00
Vendor: 301561 JERRY INGRAM					
I-20-0507B 2 WAY ADAPTER FOR TENDER 21 VALVE	116265	5/26/2020			\$319.00
Subtotal for Vendor 301561 :					\$319.00
Vendor: 110670 KS LEARNING CENTER FOR HEALTH					
KLCFH-GOLFSPON20 2020 GOLF SPONSORSHIP KLCH	116266	5/26/2020			\$375.00
Subtotal for Vendor 110670 :					\$375.00
Vendor: 80267 KS PAYMENT CENTER					
PR-51202011445 KS PMT CTR REPLACING CK#116200	116239	5/14/2020			\$534.00
PR-515202012434 Automatic Invoice From Payroll	116242	5/15/2020			\$534.00
Subtotal for Vendor 80267 :					\$1,068.00
Vendor: 303825 LIFE ASSIST INC					
1000789 LARYNGSCOPE BLADES	116267	5/26/2020			\$135.00
Subtotal for Vendor 303825 :					\$135.00
Vendor: 301947 LOYAL AMERICAN LIFE INS CO					
PR-515202012439 Automatic Invoice From Payroll	116243	5/15/2020			\$60.73
Subtotal for Vendor 301947 :					\$60.73
Vendor: 301423 MOBILE RADIO SERVICE, INC.					

Selected AP Paid Checks (APLT70B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice Description	Check #	Paid Date	Reconcile	Void	Invoice Amt
4311000 INSTALL RADIO AND ANTENNA INTO BRUSH 21	116268	5/26/2020			\$207.90
Subtotal for Vendor 301423 :					\$207.90
Vendor: 303465 NAVRAT'S					
0169724-001 MOVE-OUT CARDS AND NEW SET/UPARTWORK PLUS UTILITY ENVELOPES	116269	5/26/2020			\$819.40
Subtotal for Vendor 303465 :					\$819.40
Vendor: 301925 QUADIENT LEASING USA, INC.					
N8288256 POSTAGE METER LEASE/ FORMERLY MAILFINANCE	116270	5/26/2020			\$370.89
Subtotal for Vendor 301925 :					\$370.89
Vendor: 304140 R&R PRODUCTS, INC					
CD2440391, CD2440414 GOLF EQUIPMENT PARTS FOR WWGC	116271	5/26/2020			\$1,114.50
Subtotal for Vendor 304140 :					\$1,114.50
Vendor: 170325 SDK LABORATORIES INC					
1384, 1385 SEWAGE TREATMENT ANALYSIS	116272	5/26/2020			\$356.00
Subtotal for Vendor 170325 :					\$356.00
Vendor: 180305 SOOTER'S CAR WASH, INC.					
4676-42 800 CAR WASH TOKENS	116273	5/26/2020			\$200.00
Subtotal for Vendor 180305 :					\$200.00
Vendor: 200100 UNIVERSITY OF KANSAS					
DA2BE40D FIREFIGHTER II TESTING BECKER AND WEBER	116274	5/26/2020			\$40.00

Selected AP Paid Checks (APLT70B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice	Check #	Paid Date	Reconcile	Void	Invoice Amt
Description					
Subtotal for Vendor 200100 :					\$40.00
Vendor: 220060 WEIS FIRE AND SAFETY EQUIPMENT LLC					
181642	116275	5/26/2020			\$392.00
5 YEAR SCBA HYDRO TESTING BOTTLES					
Subtotal for Vendor 220060 :					\$392.00
Vendor: 302792 WISE & ASSOCIATES, INC.					
WISE0520	116276	5/26/2020			\$1,300.00
MONTHLY PAYMENT ON CONTRACT FOR INSURANCE CONSULTING FOR NEXT MTH					
Subtotal for Vendor 302792 :					\$1,300.00
Subtotal for Bank Account [REDACTED]					\$52,103.91
Subtotal for Bank 1 :					\$52,103.91
Grand Total :					\$52,103.91

Selected AP Paid Wires (APLT71B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice Description	Wire #	Paid Date	Reconcile	Void	Invoice Amt
Bank: 1 The Halstead Bank					
Account: [REDACTED]					
Vendor: 303608 ELAVON					
ELAVON-0420-0520	-1147	5/26/2020			\$1,345.24
#448 MEDICAL PMTS, #299 CITY PMTS, #307 GOLF COURSE					
Subtotal for Vendor 303608 :					\$1,345.24
Vendor: 80050 HALSTEAD BANK					
PR-515202012433	-1141	5/15/2020			\$10,211.87
Automatic Invoice From Payroll					
Subtotal for Vendor 80050 :					\$10,211.87
Vendor: 110190 KPERS					
PR-515202012435	-1142	5/15/2020			\$2,699.52
Automatic Invoice From Payroll					
Subtotal for Vendor 110190 :					\$2,699.52
Vendor: 110210 KPERS					
PR-515202012436	-1143	5/15/2020			\$4,323.78
Automatic Invoice From Payroll					
Subtotal for Vendor 110210 :					\$4,323.78
Vendor: 110220 KPERS OPTIONAL LIFE					
PR-515202012437	-1144	5/15/2020			\$71.14
Automatic Invoice From Payroll					
Subtotal for Vendor 110220 :					\$71.14
Vendor: 110290 KS WITHHOLDING					

Selected AP Paid Wires (APLT71B)

City of Halstead

Beginning Date: 5/12/2020

Ending Date: 5/26/2020

Bank: 1

Account: 00 087 6

Masked ☐

Includes: ☒ Outstanding ☒ Redeemed ☒ Voided

Amounts from:

\$0.00 thru: \$9,999,999.99

Invoice Description	Wire #	Paid Date	Reconcile	Void	Invoice Amt
PR-515202012438 Automatic Invoice From Payroll	-1145	5/15/2020			\$1,708.29
Subtotal for Vendor 110290 :					\$1,708.29
Vendor: 303474 PAYMENT SERVICE NETWORK					
PSN0520 MONTHLY GATEWAY FEE FOR MAY 20	-1148	5/26/2020			\$14.95
Subtotal for Vendor 303474 :					\$14.95
Vendor: 180060 SAM'S CLUB/GECHF					
SAMSCDUE052820 MONTHLY CHARGES FOR APRIL	-1149	5/26/2020			\$305.54
SAMS-ERROR-DBLPMT0220 TO CREATE A WIRE TO BALANCE WITH BANK. ACCOUNT WAS DOUBLE PD IN 02/20	-1149	5/26/2020			\$185.66
Subtotal for Vendor 180060 :					\$491.20
Vendor: 302981 TASC/ACH FLEX ACCOUNT					
PR-5152020124310 Automatic Invoice From Payroll	-1146	5/15/2020			\$1,226.25
Subtotal for Vendor 302981 :					\$1,226.25
Subtotal for Bank Account ██████████					\$22,092.24
Subtotal for Bank 1 :					\$22,092.24
Grand Total :					\$22,092.24

**CITY COUNCIL AGENDA REPORT**

Meeting Date: May 26, 2020
City Department: Administration/Legal
Prepared By: Ethan Reimer, City Manager
Agenda Title: Consideration of Ordinance No. 1299 . . .

RECOMMENDED ACTION

Motion to adopt Ordinance No. 1299, an ordinance amending the Halstead City Code, Chapter 8, Article 2, Section 8-2A08, subpart (a), to further regulate items, lawn waste, or debris on streets or public ways of any kind or character; and repealing any and all other ordinances in conflict herewith.

BACKGROUND

Yard debris and grass clippings can negatively effect drainage or clog the city's storm water system or cause other damage. The city typically receives several complaints in the spring and summer of property owners who leave or shoot such yard debris in the streets or alleys but currently has no ordinance prohibiting or penalizing such action. The Governing Body was presented with a draft ordinance by City Attorney Jantz during the May 11, 2020 meeting and voted to table action to allow for further review by staff and the Governing Body.

CONSIDERATIONS

Ordinance No. 1299, if adopted, would make leaving or depositing any type of waste (yard debris, trash, etc.) a violation of the city's environmental code. This section of code is used by the city to address issues were property owners allow their property to have conditions that are injurious to the health, welfare, or safety of residents or detrimental to adjoining properties. If a resident for example, were to mulch their lawn while mowing and significant yard waste was in the street or gutters, the city could send notice to the property owner to abate the violation. Failure to abate the issue would allow the violators to be subject to further action such as assessment of costs to remedy the situation or summons to municipal court. Many cities have ordinances like this in place to help limit the potential damage or back-ups in the storm water system, road safety, and other considerations.

FISCAL IMPACT/FUNDING SOURCE

The city would potentially see financial gains, both in terms of fines for those who violate the ordinance and reduced costs for things such as street sweeping or reduced staff time in cleaning storm drains due to decreased accumulation of debris or material. Overall financial impact is estimated to be minimal as the situation is not a prevalent occurrence. All expenditures and revenues associated would be in the General Fund for the city.

Department Head Approval Date:

City Manager Approval Date: 5/22/2020

City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. [Draft Ordinance No. 1299](#)

(PUBLISHED IN *THE HARVEY COUNTY INDEPENDENT* ON _____, 2020)

ORDINANCE NO. 1299

AN ORDINANCE OF THE CITY OF HALSTEAD, HARVEY COUNTY, KANSAS, AMENDING THE HALSTEAD CITY CODE, CHAPTER 8, ARTICLE 2, SECTION 8-2A08, SUBPART (a), TO FURTHER REGULATE ITEMS, LAWN WASTE, OR DEBRIS ON STREETS OR PUBLIC WAYS OF ANY KIND OR CHARACTER; AND REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1. Amendment to Chapter 8, Article 2, Section 8-2A08, Subpart (a):
Subpart (a) shall be amended to add subpart (a) 5 to read as follows:

- (5) Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal, lawn clippings and other lawn or yard debris, or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied.

SECTION 2. Other ordinances or portions thereof in conflict herewith, are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in full force from and after its publication in the official City newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF HALSTEAD, KANSAS, THIS 26th DAY OF MAY, 2020.

Dennis Travis, Mayor

ATTEST:

Jamie Eberly, City Clerk
(SEAL)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 26, 2020
City Department: Administration/Legal
Prepared By: Ethan Reimer, City Manager
Agenda Title: Discussion of draft Ordinance No. 1300 . . .

RECOMMENDED ACTION

Motion to table action on Ordinance No. 1300 to the next regular City Council meeting

BACKGROUND

City Attorney Jantz presented an ordinance to prohibit and establish city oversight and management of public rights-of-way. The draft was not available until about an hour before the meeting so the recommendation to table to allow for further review and Governing Body comments was made.

CONSIDERATIONS

Further review of City Code has illuminated that another Chapter and Article has provisions for management of public rights-of-way. Staff is recommending pending further action on this ordinance so staff can consult with the City Attorney and ensure whether a new ordinance is actually needed based on language in the existing section of code or how to best proceed.

FISCAL IMPACT/FUNDING SOURCE

This ordinance should help ensure that the city avoids accruing potential costs or liability by limiting what can be built in an ordinance and spelling out the responsibility or assumed risk that someone would take on by locating things in a public right-of-way.

Department Head Approval Date:

City Manager Approval Date: 5/22/2020

City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. [Draft Ordinance No. 1300](#)

(PUBLISHED IN *THE HARVEY COUNTY INDEPENDENT* ON _____, 2020)

ORDINANCE NO. 1300

AN ORDINANCE OF THE CITY OF HALSTEAD, HARVEY COUNTY, KANSAS, AMENDING THE HALSTEAD CITY CODE, CHAPTER 13, ADDING ARTICLE 7, IN ITS ENTIRETY REGULATING PRIVATE FACILITIES ON PUBLIC RIGHTS OF WAY; AND REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1. Chapter 13 of the City Code of Halstead, Kansas shall hereby be amended and supplemented to add Article 7 in its entirety as follows:

ARTICLE 7. LOCATION OF PRIVATE FACILITIES IN PUBLIC RIGHTS OF WAY

13-701 PURPOSE. The Governing Body finds that, in order to advance the health, safety, and welfare of the residents of the City of Halstead, Kansas, it is necessary to regulate certain activities, including the location of private facilities in Public Rights of Way.

13-702 DEFINITIONS. The following words, terms, and phrases, when used in this Article, shall, except where the context clearly indicates otherwise, have the following meanings:

(A) “Abandoned Facilities” shall mean those Facilities owned by a ROW User that are not in use and which are not anticipated to be used by the ROW User or any other Person in the future.

(B) “Agreement” shall mean any Contract Franchise, License Agreement, Memorandum of Understanding, Video Service Provider’s Agreement, or other similar agreement with

the City, wherein the City grants to a ROW User the right to locate private Facilities in a Public Right of Way on more than a Temporary basis.

(C) "City" shall mean the City of Halstead, Kansas, its Governing Body, or any duly designated or appointed representative thereof.

(D) "Facilities" shall mean any parking areas, landscaping, structures, lines, pipes, irrigation systems, wires, cables, conduits, ducts, poles, towers, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters, wireless communications systems, or other structures, equipment, or appurtenances that are intended to be more permanent than Temporary in nature.

(E) "HPW" shall mean the Department of Public works for the City of Halstead, Kansas.

(F) "Person" shall mean any natural person, business association, or business entity, including but not limited to a corporation, a partnership, a limited liability company, a sole proprietorship, a political subdivision of the State or other governmental entity, a public or private agency, authority, or any other legal entity, or any successor or assign of any of the foregoing.

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(G) "Public Improvement" shall mean any existing or contemplated public facility, building, or capital improvement project, including, without limitation, streets, alleys, sidewalks, sewers, water mains, drainage conduits, right-of-way improvements, and other Public Projects.

(H) "Public Project" shall mean any project planned or undertaken by the City, or any other governmental entity, for the construction, reconstruction, maintenance, or repair of public facilities or Public Improvements, or for any public purpose.

(I) "Public Rights of Way" shall mean those areas of real property in which the City has a right-of-way interest, whether through purchase, dedication, or other means of acquisition. It shall include the area on, below, or above any present and future street, alley, avenue, road, highway, parkway, boulevard, or bridge, or other public way.

(J) "ROW User" shall mean any Person who has an Agreement hereunder with the City.

(K) "Service" shall mean a commodity or product provided to a Person by a ROW User by means of a delivery system comprising Facilities located in the Public Rights of Way, including but not limited to gas, electricity, water, sanitary sewers, steam, telephony, telegraphy, Telecommunications Service, wireless communication service, internet service, data transmission, Video Service, open video systems, alarm service, and petroleum pipelines, among others.

(L) "Service Provider" shall mean any Person owning, possessing, or having any interest in Facilities in the Public Rights of Way that are used for the provision of a Service, with or without compensation. Service Provider shall also include any Person owning, possessing, or having any interest in Facilities in the Public Rights of Way that are used by, may be used by, or are intended to be used by third parties, in whole or in part, to provide a Service, with or without compensation, regardless of whether the Person owning, possessing, or having said interest provides any such Service.

(M) "Telecommunications Service" shall mean providing the means of transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information sent and received.

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(N) "Temporary" shall mean a period of time less than 180 consecutive days.

(O) "Video Service" shall mean video programming Service provided through Facilities, without regard to delivery technology, including internet protocol technology.

13-703 LOCATION OF PRIVATE FACILITIES IN PUBLIC RIGHTS OF WAY. No Person shall, unless otherwise exempted by this Article, locate any private Facilities in a Public Right of Way, on more than a Temporary basis, without first entering into an Agreement with the City.

13-704 LIMITATIONS. While an Agreement may grant or convey to a Person the right or license to construct, place, replace, repair, maintain, extend, and operate its Facilities along, across, upon, under, or in the Public Rights of Way on more than a Temporary basis, subject to certain restrictions and limitations, no such Agreement shall grant or convey to a Person:

(A) any title, equitable or legal, in the Public Rights of Way; or

(B) any exclusive rights or privileges with respect to use of the Public Rights of Way.

13-705 LOCATION OF PRIVATE FACILITIES IN PUBLIC RIGHTS OF WAY. No Person shall, unless otherwise exempted by this Article, locate any private Facilities in a Public Right of Way, on more than a Temporary basis, without first entering into an Agreement with the City.

13-706 LIMITATIONS. While an Agreement may grant or convey to a Person the right or license to construct, place, replace, repair, maintain, extend, and operate its Facilities along, across, upon, under, or in the Public Rights of Way on more than a Temporary basis, subject to certain restrictions and limitations, no such Agreement shall grant or convey to a Person:

(A) any title, equitable or legal, in the Public Rights of Way; or

(B) any exclusive rights or privileges with respect to use of the Public Rights of Way.

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13-707 USE OF THE PUBLIC RIGHTS OF WAY.

(A) Except in cases of emergency or unless the ROW User's Agreement expressly provides otherwise, no ROW User shall use the Public Rights of Way without first obtaining from the City a Temporary Right of Way Permit or Annual Right of Way Permit in accordance with Chapter 8 of this Chapter. In cases of emergency, unless otherwise exempted, all ROW Users must comply with Section 8-1611 of the City Code, as amended.

(B) Except in cases of emergency, no ROW User shall construct, reconstruct, or relocate Facilities or excavate in the Public Rights of Way without first submitting to the HPW plans outlining the ROW User's proposed use of the Public Rights of Way and without first obtaining from the City approval of those plans. All such plans shall be submitted to the HPW a minimum of 21 days before the proposed use of the Public Rights of Way.

(C) A ROW User's use of the Public Rights of Way shall, in all matters, be subject and subordinate to the City's use of the Public Rights of Way for any public purpose or for any purpose relating to the health, safety, and welfare of the residents and visitors of the City. A ROW User shall coordinate the placement of its Facilities in a manner that minimizes adverse impacts on Public Improvements, as reasonably determined by the City. Where placement is not otherwise regulated by the City, a ROW User shall locate Facilities in the Public Rights of Way with adequate clearance from such Public Improvements so as not to affect the Public Improvements.

(D) As reasonably necessary, a ROW User shall relocate or adjust its Facilities located in a Public Right of Way for a Public Project. Unless the ROW User's Agreement expressly provides otherwise, such relocation or adjustment shall be performed by the ROW User, at its sole cost and expense, without any cost or expense to the City and shall be subject to the rules and regulations of the City. The ROW User shall, if no time is provided for in the Agreement, have 90 days after notice is given by the City within which to relocate or adjust its Facilities. Upon a showing of good cause, the City Engineer may extend the period of time within which a ROW User must relocate or adjust its Facilities.

(E) It shall be the sole responsibility of a ROW User to take adequate measures to protect and defend its Facilities in the Public Rights of Way from harm and damage. Additionally, the ROW User must be a member of Kansas One-Call.

(F) A ROW User shall keep and maintain accurate records and as-built drawings depicting the accurate location of all Facilities constructed, reconstructed, located, or relocated in the Public Rights of Way and shall provide that information to the City upon request.

(G) All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind that are injured, damaged, or removed by a ROW User, while performing work in the Public Rights of Way, shall be fully repaired or replaced to their original condition within a reasonable time by the ROW User at its sole cost and expense and to the reasonable satisfaction of the City.

(H) All use of the Public Rights of Way that, in any way, affects vehicular or pedestrian traffic shall be signed, barricaded, and otherwise safeguarded. In providing such signs, barricades, and other safeguards, the ROW User shall comply with its traffic control plan, the Manual for Uniform Traffic Control Devices (MUTCD), and all City policies,

Administrative regulations promulgated pursuant to Chapter 9, Articles 1 and 2 of this Code, rules, and orders regarding the placement of signs, barricades, and other safeguards.

(I) In connection with the construction, reconstruction, location, relocation, maintenance, repair, or operation of its Facilities in the Public Rights of Way, a ROW User shall comply with any applicable provisions of the City Code, as amended, regarding the care, pruning, trimming, and removing of trees located in or on the Public Rights of Way.

(J) To the extent possible, a ROW User shall, in accordance with Chapter 5, Article 19 of the City Code, as amended, construct or locate its Facilities underground. Before a ROW User may employ any overhead or above-ground Facilities, it must comply with the terms of the Agreement or receive the prior written consent of the City. Where underground construction is made, the Facilities, appurtenances and improvements thereto, and any necessary trenching shall be installed and maintained by the ROW User pursuant to City ordinances and at the ROW User's sole cost and expense.

(K) No ROW User shall use above-ground markers or appurtenances related to its Facilities located in the Public Rights of Way without first seeking the approval of the City. All above-ground markers or appurtenances shall comply with City rules, regulations, and conditions, of the Halstead City Code as amended. Any such above-ground markers or appurtenances so placed shall be unobtrusive.

SECTION 2. Other ordinances or portions thereof in conflict herewith, are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in full force from and after its publication in the official City newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF HALSTEAD, KANSAS, THIS ____ DAY OF _____, 2020.

Dennis Travis, Mayor

ATTEST:

Jamie Eberly, City Clerk

(SEAL)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 26, 2020
Department: Administration/Community Betterment
Prepared By: Ethan Reimer, City Manager
Agenda Title: Presentation and funding request from Kansas . . .

RECOMMENDED ACTION

Motion to approve donation to the Kansas Learning Center for Health for pavilion project in an amount not to exceed \$10,000.00.

BACKGROUND

The Kansas Learning Center for Health (KLCH) is working on installation of a community garden and pavilion area on their property off Chestnut St. KLCH has secured several avenues of funding, including grants, to bring this new amenity for use by the entire community.

CONSIDERATIONS

The City of Halstead has provided financial support to many local agencies, groups, or activities in the community. Funding for KLCH for projects they are spearheading that would benefit or be available for use by the entire community was an added line item in the Community Betterment budget in the General Fund and was a new expenditure for the 2020 budget. Carrie Herman, Executive Director for KLCH, will be presenting to the Governing Body on the project and will be able to answer questions. Staff believes the project falls within public purpose doctrine as the garden and pavilion will be accessible to the entire community.

FISCAL IMPACT/FUNDING SOURCE

The funds for the donation to KLCH is an anticipated expenditure from the City's Community Betterment sub-fund in the General Fund.

Department Head Approval Date:

City Manager Approval Date: 5/22/2020

City Attorney Review Date:

Attachments (*listed as included in packet*):

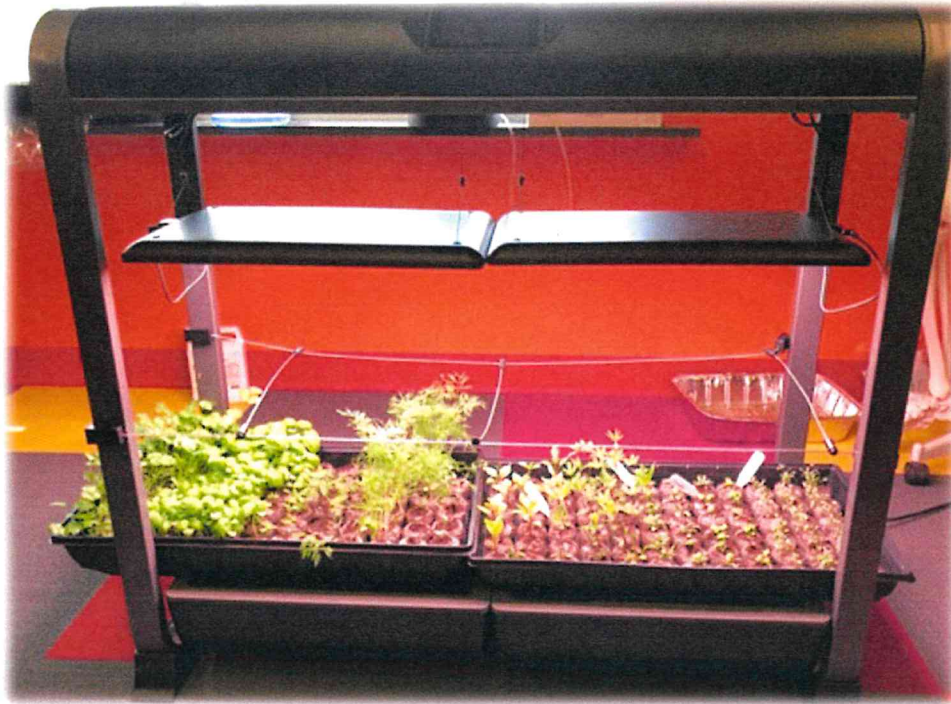
1. [Community Garden and Pavilion Rendering](#)



Rendering of 24' x 30' Pavilion to be built by Sturdi-Bilt out of Hutchinson.

KLCH Funding Partners:

- BCBS Pathways \$5,000
- Cox Charities \$5,000
- Cargill Cares \$7,500
- City of Halstead \$10,000 (tentative)



Herbs currently being grown inside KLCH that will be transplanted into the below custom built raised garden beds.





CITY COUNCIL AGENDA REPORT

Meeting Date: May 26, 2020
City Department: Administration & Finance
Prepared By: Ethan Reimer, City Manager
Agenda Title: 2019 Audit Presentation

RECOMMENDED ACTION

Motion to accept and approve the 2019 Fiscal Year audit as presented.

BACKGROUND

Kansas state statutes and city policy requires an annual audit of the city's finances. The audit also covers related entities including Halstead Library and the Halstead Recreation Commission.

CONSIDERATIONS

The included attachment is a ***draft*** of the prepared audit report. Amy Elliott with Knudsen Monroe will present the 2019 Audit for consideration by the Governing Body and may have additional handouts as well for review during the meeting. Acceptance of the audit report by the Governing Body is needed so that it can be filed with the state or other entities on behalf of the City of Halstead. No statutory violations were noted in the audit report.

FISCAL IMPACT/FUNDING SOURCE

Our 2019 Audit engagement set the price for the 2019 Audit at \$12,500. These costs are split amongst various fund lines and is an anticipated expense in the budget.

Department Head Approval Date:

City Manager Approval Date: 5/22/20

City Attorney Review Date: 5/22/20

Attachments (*listed as included in packet*):

1. [Draft 2019 Audit Report](#)

CITY OF HALSTEAD, KANSAS

Financial Statement

For the Year Ended December 31, 2019

DRAFT

City of Halstead, Kansas
For the Year Ended December 31, 2019

CONTENTS

	<u>Page</u>
Independent Auditor's Report	1-2
 <u>Financial Section</u>	
Summary Statement of Receipts, Expenditures and Unencumbered Cash – Regulatory Basis	Statement 1 3
Notes to Financial Statement	4-10
 <u>Regulatory – Required Supplementary Information</u>	
Summary of Expenditures – Actual and Budget – Regulatory Basis	Schedule 1 11
Schedules of Receipts and Expenditures – Actual and Budget – Regulatory Basis	Schedule 2
General Fund	12-13
Special Purpose Funds	14-19
Capital Project Fund	20
Bond and Interest Fund	21
Business Funds	22-26
Trust Funds	27
 Schedule of Receipts and Expenditures – Actual Related Municipal Entities	 Schedule 3 28

INDEPENDENT AUDITOR'S REPORT

City Council
City of Halstead
Halstead, Kansas

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Halstead, Kansas (City), and its related municipal entities, as of and for the year ended December 31, 2019, and the related notes to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the *Kansas Municipal Audit and Accounting Guide*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

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

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

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1 of the financial statement, the financial statement is prepared by the City on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the “Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles” paragraph, the financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2019, or changes in financial position and cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City as of December 31, 2019, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the 2019 fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, and schedule of regulatory basis receipts and expenditures-related municipal entities (Schedules 1, 2, and 3 as listed in the table of contents) are presented for analysis and are not a required part of the 2019 basic financial statement, but are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2019 basic financial statement. The 2019 information has been subjected to the auditing procedures applied in the audit of the 2019 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2019 basic financial statement or to the 2019 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the 2019 basic financial statement as a whole, on the basis of accounting described in Note 1.

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statement of the City as of and for the year ended December 31, 2018 (not presented herein), and have issued our report thereon dated March 8, 2019, which contained an unmodified opinion on the basic financial statement. The 2018 basic financial statement and our accompanying report are not presented herein, but are available in electronic form from the web site of the Kansas Department of Administration at the following link <https://admin.ks.gov/offices/oar/municipal-services>. The 2018 actual column (2018 comparative information) presented in the individual fund schedules of regulatory basis receipts and expenditures-actual and budget and the schedules of receipts and expenditures-related municipal entities for the year ended December 31, 2019 (Schedules 2 and 3 as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement. Such 2018 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2018 basic financial statement. The 2018 comparative information was subjected to the auditing procedures applied in the audit of the 2018 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2018 basic financial statement or to the 2018 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2018 comparative information is fairly stated in all material respects in relation to the basic financial statement as a whole for the year ended December 31, 2018, on the basis of accounting described in Note 1.

Certified Public Accountants
Newton, Kansas
May XX, 2020

City of Halstead, Kansas

SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH
Regulatory Basis
For the Year Ended December 31, 2019

Funds	Beginning Unencumbered Cash Balance	Receipts	Expenditures	Ending Unencumbered Cash Balance	Add Encumbrances and Accounts Payable	Ending Cash Balance
General Fund:	\$ 1,152,746	2,706,134	2,855,024	1,003,856	29,689	1,033,545
Special Purpose Funds:						
Library	11,087	145,481	145,379	11,189	1,241	12,430
Special liability	4,124	2,386	3,899	2,611	-	2,611
Special street and highway	139,114	55,853	76,875	118,092	-	118,092
Special parks and recreation	2,141	950	1,000	2,091	-	2,091
Recreation	10,297	92,459	92,498	10,258	-	10,258
VIN inspection	17,622	22,000	15,657	23,965	-	23,965
Sales tax revenue reserve	-	153,000	153,000	-	-	-
Capital improvement	669,712	563,375	713,315	519,772	261,388	781,160
City equipment reserve	870,345	468,915	433,664	905,596	82,000	987,596
Cemetery perpetual care	41,833	4,840	2,400	44,273	-	44,273
Capital Project Fund:	-	-	-	-	-	-
Bond and Interest Fund:	105,622	248,968	243,488	111,102	-	111,102
Business Funds:						
Waterworks operating	229,279	753,165	758,603	223,841	4,336	228,177
Waste water operating	115,082	338,720	363,988	89,814	2,818	92,632
Gas plant operating	285,976	1,552,239	1,502,565	335,650	4,415	340,065
Refuse	31,905	137,890	125,078	44,717	-	44,717
Storm water	25,177	19,392	19,472	25,097	-	25,097
Depreciation/replacement reserve	335,122	72,000	-	407,122	-	407,122
Gas reserve	171,290	70,000	-	241,290	-	241,290
Storm water reserve	5,000	15,000	-	20,000	-	20,000
Trust Funds:						
Drug forfeiture	3,058	-	204	2,854	-	2,854
Land bank	10,000	-	-	10,000	-	10,000
Related Municipal Entities:						
Halstead Public Library	91,572	115,197	102,114	104,655	-	104,655
Halstead Recreation	64,517	77,579	69,958	72,138	-	72,138
Total Reporting Entity	<u>\$ 4,392,621</u>	<u>7,615,543</u>	<u>7,678,181</u>	<u>4,329,983</u>	<u>385,887</u>	<u>4,715,870</u>

Composition of cash:

Cash in bank, The Halstead Bank	
General checking	\$ 4,185,824
Certificates of Deposit	308,980
Cash in bank, Central National Bank	
Certificates of Deposit	44,273
Related Municipal Entities:	
General checking	122,090
Savings	34,566
Certificates of Deposit	20,137
Total Reporting Entity	<u>\$ 4,715,870</u>

The notes to the financial statement are an integral part of this statement.

NOTES TO FINANCIAL STATEMENT

December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Municipal Financial Reporting Entity

The City of Halstead is a municipal corporation governed by an elected five-member council. This regulatory financial statement presents the City of Halstead (City) and its related municipal entities. The related municipal entities are included in the City's reporting entity because they were established to benefit the City and/or its constituents.

Halstead Library Board - The City of Halstead Library Board operates the City's public library. The City provides funding for the library through special revenue and general fund appropriations.

Halstead Recreation Commission - The City of Halstead Recreation Commission oversees recreational activities. The recreation commission operates as a separate governing body but the City levies the taxes for the recreation commission and the recreation commission has only the powers granted by statute, K.S.A. 12-1928.

Related Organization

The Halstead Housing Authority is a related organization that is not included in the financial reporting entity. The Authority was created to administer public housing programs authorized by the United States Housing Act of 1937, as amended. Revenues consist of housing assistance payments from the U.S. Department of Housing and Urban Development and rent received from eligible low income tenants.

Regulatory Basis Fund Types

General Fund – used to account for all resources except those required to be accounted for in another fund.

Special Purpose Fund – used to account for the proceeds of specific tax levies and other specific regulatory receipt sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Capital Project Fund – used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Bond and Interest Fund – used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Business Fund – used to account for fees charged to users of the goods or services (i.e. water fund, gas fund, etc.)

Trust Fund – used to report assets held in trust for the benefit of the City (i.e., pension funds, investment trust funds, private purpose trust funds which benefit the City, scholarship funds, etc.).

Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America

The *Kansas Municipal Audit and Accounting Guide* (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and

NOTES TO FINANCIAL STATEMENT

December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the City to use the regulatory basis of accounting.

Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the General Fund, Special Purpose Funds (unless specifically exempted by statute), Bond and Interest Fund, and Business Funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing on the budget.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in regulatory receipts other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. There were no such budget amendments for this year.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which regulatory receipts are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year end.

A legal operating budget is not required for Capital Project Funds, Business Reserve Funds, and certain Special Purpose Funds as noted in the presentation of the appropriate Schedules 2 and 3.

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

NOTES TO FINANCIAL STATEMENT

December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reimbursements

The City records reimbursable expenditures in the fund that makes the disbursement and records reimbursements as a receipt to the fund that receives the reimbursement. For purposes of budgetary comparisons, the expenditures are properly offset by the reimbursements under the KMAAG regulatory basis accounting.

2. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Compliance with Kansas Statutes

Management is not aware of any statutory violations occurring during the year ended December 31, 2019.

3. DEPOSITS AND INVESTMENTS

K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405.

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka. All deposits were legally secured at December 31, 2019.

At December 31, 2019, the carrying amount of the City's deposits, including related municipal entities, was \$4,715,870 and the bank balance was \$4,773,116. The majority of the balance was held by one bank resulting in a concentration of credit risk. Of the bank balance, \$471,644 was covered by federal depository insurance and the remaining \$4,301,472 was collateralized with securities held by the pledging financial institution's agents in the City's name.

City of Halstead, Kansas

NOTES TO FINANCIAL STATEMENT

December 31, 2019

4. LONG-TERM DEBT

Changes in long-term liabilities for the City for the year ended December 31, 2019, were as follows:

Issue	Interest Rates	Date of Issue	Amount of Issue	Date of Final Maturity	Balance Beginning of Year	Additions	Reductions/Payments	Balance End of Year	Interest Paid
General Obligation Bonds:									
2012 Refunding	1.50-2.50%	11/20/2012	\$ 2,540,000	10/1/2029	1,030,000	-	85,000	945,000	22,025
2016 Refunding	1.00-2.50%	7/19/2016	1,380,000	10/1/2030	1,260,000	-	90,000	1,170,000	26,662
2018 Series A	2.50-3.50%	5/9/2018	235,000	9/1/2033	235,000	-	10,000	225,000	9,801
					2,525,000	-	185,000	2,340,000	58,488
KDHE Loans:									
Waste Water Treatment Upgrade	3.33%	1/11/2000	793,585	9/1/2020	121,209	-	59,604	61,605	3,544
Water Pollution Control	2.50%	2/7/2007	325,000	3/1/2028	165,707	-	15,659	150,048	4,045
					286,916	-	75,263	211,653	7,589
Total contractual indebtedness					\$ 2,811,916	-	260,263	2,551,653	66,077

Current maturities of long-term debt and interest for the next five years and in five-year increments through maturity are as follows:

	Year ending December 31							Total
	2020	2021	2022	2023	2024	2025-2029	2030-2033	
Principal								
General Obligation Bonds	\$ 200,000	200,000	200,000	210,000	210,000	1,130,000	190,000	2,340,000
KDHE Loans	77,658	16,457	16,871	17,295	17,730	65,642	-	211,653
Total Principal	277,658	216,457	216,871	227,295	227,730	1,195,642	190,000	2,551,653
Interest								
General Obligation Bonds	53,188	49,587	45,563	41,537	37,263	111,888	9,662	348,688
KDHE Loans	5,194	3,248	2,834	2,409	1,974	3,323	-	18,982
Total Interest	58,382	52,835	48,397	43,946	39,237	115,211	9,662	367,670
Total Principal and Interest	\$ 336,040	269,292	265,268	271,241	266,967	1,310,853	199,662	2,919,323

5. DEFINED BENEFIT PENSION PLAN

Plan Description

The City participates in the Kansas Public Employees Retirement System (KPERs), a cost-sharing multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et seq. Kansas law establishes and amends benefit provisions. KPERs issues a publicly available financial report that includes financial statements and required supplementary information. KPERs' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERs website at www.kpers.org or by writing to KPERs (611 S. Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Contributions

K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERs member-employee contribution rates. KPERs has multiple benefit structures and contribution rates depending on whether the employee is a KPERs 1, KPERs 2 or KPERs 3 member. KPERs 1 members are active and contributing members hired before July 1, 2009.

NOTES TO FINANCIAL STATEMENT

December 31, 2019

5. DEFINED BENEFIT PENSION PLAN (Continued)

KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2 and KPERS 3 be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 8.89% for the fiscal year ended December 31, 2019. Contributions to the pension plan from the City were \$123,385, for the year ended December 31, 2019.

Net Pension Liability

At December 31, 2019, the City's proportionate share, including its related municipal entity, of the collective net pension liability reported by KPERS was \$972,809. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2018, which was rolled forward to June 30, 2019. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup within KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in this financial statement.

The complete actuarial valuation report including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publicly available on the website at www.kpers.org or can be obtained as described above.

6. OTHER LONG-TERM OBLIGATIONS FROM OPERATIONS

Other Post-Employment Benefits

As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level premium regardless of age. The City does not currently have any retirees that participate.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured.

Death and Disability Other Post-Employment Benefits

As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate is set at 1% for the year ended December 31, 2019.

NOTES TO FINANCIAL STATEMENT

December 31, 2019

6. OTHER LONG-TERM OBLIGATIONS FROM OPERATIONS (Continued)

Compensated Absences

Full-time employees are entitled to paid vacation according to the following schedule:

<u>Year of service</u>	<u>Accrual</u>
After 1 year	1 week
Years 2 through 10	2 weeks
Years 11 through 15	3 weeks
After 15 years	4 weeks

Employees may carryover 120 hours of vacation leave regardless of years of service, hours in excess of 120 are forfeited. Accrued vacation time has not been recorded as a liability in the accompanying financial statements.

Full-time employees earn 4 hours of sick leave for each 2 week pay period worked, which can be accumulated to a maximum of 720 hours. Unused sick leave is not paid to employees upon termination. On retirement at age 62 or after 20 years of service to the City, payment for unused sick leave will be made at a ratio of 1 day per 4 days of accrued leave. Unused sick leave has not been recorded in the accompanying financial statement.

7. COMMITMENTS

Public Wholesale Water Supply District No. 17

In February 1997, the City entered into an agreement with the cities of Newton, North Newton and Sedgwick to organize the Public Wholesale Water Supply District No. 17 (the District). The purpose of the District is to secure adequate sources of water for the member cities, to transport and distribute the water to purchasers, and to increase efficiency in providing public water supplies through sharing of facilities and resources. The district began pumping and distributing water to the member cities during 2000.

In order to purchase water rights and to construct facilities necessary for transportation and distribution, the District incurred debt through a loan from the Kansas Rural Water Finance Authority in February 2000. During 2019, the District voted to use their reserves to pay off the debt one year early; however, each member City will still pay their portion to the District per the original amortization schedule. The City's stated membership percentage is 11.85%.

At December 31, 2019, the remaining balance of the City's portion was \$25,620. Water line payments totaling \$30,417 are included in Waterworks fund capital outlay expenditures in the accompanying financial statement for the year ended December 31, 2019.

NOTES TO FINANCIAL STATEMENT

December 31, 2019

8. INTERFUND TRANSFERS

Operating transfers were as follows:

From	To	Regulatory Authority	Total
General	Sales tax revenue reserve	K.S.A. 12-197	\$ 153,000
General	Capital improvement	K.S.A. 12-1,118	382,000
General	City equipment reserve	K.S.A. 12-1,117	167,500
General	Cemetery perpetual care	Ordinance #860	2,194
Special parks and recreation	City equipment reserve	K.S.A. 12-1,117	1,000
Sales tax revenue reserve	Capital improvement	K.S.A. 12-197	44,875
Sales tax revenue reserve	Bond and Interest	K.S.A. 12-197	108,125
Waterworks operating	General	K.S.A. 12-825d	150,000
Waterworks operating	Capital improvement	K.S.A. 12-1,118	50,000
Waterworks operating	City equipment reserve	K.S.A. 12-1,117	120,000
Waterworks operating	Depreciation/replacement reserve	K.S.A. 12-825d	48,000
Waste water operating	General	K.S.A. 12-825d	15,000
Waste water operating	Capital improvement	K.S.A. 12-1,118	10,000
Waste water operating	Depreciation/replacement reserve	K.S.A. 12-825d	24,000
Gas plant operating	General	K.S.A. 12-825d	250,000
Gas plant operating	Capital improvement	K.S.A. 12-1,118	75,000
Gas plant operating	City equipment reserve	K.S.A. 12-1,117	100,000
Gas plant operating	Gas Reserve	K.S.A. 12-825d	70,000
Storm water	Capital improvement	K.S.A. 12-1,118	1,500
Storm water	City equipment reserve	K.S.A. 12-1,117	1,500
Storm water	Storm water reserve	K.S.A. 12-825d	15,000
			<u>\$ 1,788,694</u>

9. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City has purchased commercial insurance for these potential risks. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

During the ordinary course of its operations, the City is a party to various claims, legal actions and complaints. It is the opinion of the City's management and legal counsel that these matters are not anticipated to have a material impact on the City.

10. DATE OF MANAGEMENT REVIEW

Management has performed an analysis of the activities and transactions subsequent to December 31, 2019, to determine the need for any adjustments to and/or disclosures within the audited financial statement. Management has performed their analysis through May XX, 2019, which is the date at which the financial statement was available to be issued.

CITY OF HALSTEAD
REGULATORY – REQUIRED
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2019

City of Halstead, Kansas

SUMMARY OF EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
For the Year Ended December 31, 2019

Funds	Certified Budget	Adjustment for Qualifying Budget Credits	Total Budget for Comparison	Expenditures Chargeable to Current Year	Variance - Over (Under)
General Fund:	\$ 3,347,500	-	3,347,500	2,855,024	(492,476)
Special Purpose Funds:					
Library	158,000	-	158,000	145,379	(12,621)
Special liability	6,500	-	6,500	3,899	(2,601)
Special street and highway	129,862	-	129,862	76,875	(52,987)
Special parks and recreation	2,226	-	2,226	1,000	(1,226)
Recreation	102,081	-	102,081	92,498	(9,583)
VIN inspection	29,407	-	29,407	15,657	(13,750)
Sales tax revenue reserve	153,000	-	153,000	153,000	-
Bond and Interest Fund:	343,500	-	343,500	243,488	(100,012)
Business Funds:					
Waterworks operating	977,734	-	977,734	758,603	(219,131)
Waste water operating	459,739	-	459,739	363,988	(95,751)
Gas plant operating	1,635,695	-	1,635,695	1,502,565	(133,130)
Refuse	169,963	-	169,963	125,078	(44,885)
Storm water	32,855	-	32,855	19,472	(13,383)

City of Halstead, Kansas

General Fund**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year			Variance -
	Actual	Actual	Budget	Over
				(Under)
RECEIPTS				
Ad valorem property tax	\$ 795,279	775,611	759,398	16,213
Vehicle tax	119,313	124,171	120,521	3,650
Local sales tax	423,789	443,971	425,000	18,971
Liquor tax	1,115	950	1,200	(250)
Transient guest tax	309	119	500	(381)
Franchise tax	158,204	144,728	138,500	6,228
Fines and fees	208,317	235,584	199,100	36,484
Ambulance - Harvey County	255,029	259,082	255,000	4,082
Fire protection fees	73,959	69,094	73,400	(4,306)
Interest	81,337	98,789	65,200	33,589
Cemetery fees and charges	19,200	13,875	18,500	(4,625)
Golf course fees	102,266	104,345	120,500	(16,155)
Rent	3,600	4,800	4,800	-
Sale of assets	7,896	12,744	6,500	6,244
Other	2,988	3,271	2,500	771
Transfer from Waterworks operating	237,500	150,000	150,000	-
Transfer from Waste water operating	15,000	15,000	15,000	-
Transfer from Gas plant operating	350,000	250,000	250,000	-
	2,855,101	2,706,134	2,605,619	100,515
EXPENDITURES, page 13	2,715,716	2,855,024		
Receipts over (under) expenditures	139,385	(148,890)		
UNENCUMBERED CASH, beginning	1,013,361	1,152,746		
UNENCUMBERED CASH, ending	\$ 1,152,746	1,003,856		

City of Halstead, Kansas

General Fund**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
EXPENDITURES				
Administration	\$ 181,517	191,738	225,500	(33,762)
Court and legal	47,545	42,890	57,500	(14,610)
City hall/support services	65,053	79,774	95,000	(15,226)
Police	294,909	308,203	307,000	1,203
Street	33,701	46,579	70,000	(23,421)
Fire	160,649	163,478	175,000	(11,522)
Park	99,099	101,209	131,500	(30,291)
Golf	179,353	176,389	179,000	(2,611)
Emergency medical services	270,624	295,692	341,500	(45,808)
Community betterment	109,111	126,106	146,500	(20,394)
Street lighting	43,189	44,787	49,500	(4,713)
Cemetery	50,689	63,311	77,500	(14,189)
Employee benefits	429,350	487,332	801,500	(314,168)
Flood control maintenance	22,877	22,842	31,000	(8,158)
Transfer to Sales tax revenue reserve	153,000	153,000	153,000	-
Transfer to Capital improvement	417,500	382,000	382,000	-
Transfer to City equipment reserve	156,500	167,500	122,500	45,000
Transfer to Cemetery perpetual care	1,050	2,194	2,000	194
TOTAL EXPENDITURES	<u>\$ 2,715,716</u>	<u>2,855,024</u>	<u>3,347,500</u>	<u>(492,476)</u>

City of Halstead, Kansas

Special Purpose Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year	Actual	Budget	Variance -
	Actual			Over
				(Under)
<u>LIBRARY</u>				
RECEIPTS				
Ad valorem property tax	\$ 82,044	81,014	78,848	2,166
Vehicle tax	12,156	12,688	12,314	374
Reimbursements and other	49,632	51,779	58,000	(6,221)
	<u>143,832</u>	<u>145,481</u>	<u>149,162</u>	<u>(3,681)</u>
EXPENDITURES				
Appropriations to Library Board	95,005	92,454	100,000	(7,546)
Salaries and benefits	49,631	52,925	58,000	(5,075)
Commodities and other	150	-	-	-
	<u>144,786</u>	<u>145,379</u>	<u>158,000</u>	<u>(12,621)</u>
Receipts over (under) expenditures	(954)	102		
UNENCUMBERED CASH, beginning	<u>12,041</u>	<u>11,087</u>		
UNENCUMBERED CASH, ending	<u>\$ 11,087</u>	<u>11,189</u>		
<u>SPECIAL LIABILITY</u>				
RECEIPTS				
Ad valorem property tax	\$ 2,124	2,080	2,191	(111)
Vehicle tax	413	306	296	10
	<u>2,537</u>	<u>2,386</u>	<u>2,487</u>	<u>(101)</u>
EXPENDITURES				
Insurance premiums	<u>3,473</u>	<u>3,899</u>	<u>6,500</u>	<u>(2,601)</u>
Receipts over (under) expenditures	(936)	(1,513)		
UNENCUMBERED CASH, beginning	<u>5,060</u>	<u>4,124</u>		
UNENCUMBERED CASH, ending	<u>\$ 4,124</u>	<u>2,611</u>		

City of Halstead, Kansas

Special Purpose Funds

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		Variance -
	Prior Year			Over
	Actual	Actual	Budget	(Under)
<u>SPECIAL STREET AND HIGHWAY</u>				
<u>RECEIPTS</u>				
Gasoline tax	\$ 56,242	55,853	56,420	(567)
<u>EXPENDITURES</u>				
Contractual services	18,192	73,058	90,000	(16,942)
Commodities	4,168	3,817	13,000	(9,183)
Capital outlay	-	-	26,862	(26,862)
	22,360	76,875	129,862	(52,987)
Receipts over (under) expenditures	33,882	(21,022)		
UNENCUMBERED CASH, beginning	105,232	139,114		
UNENCUMBERED CASH, ending	\$ 139,114	118,092		

City of Halstead, Kansas

Special Purpose Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
<u>SPECIAL PARKS AND RECREATION</u>				
RECEIPTS				
Liquor tax	\$ 1,115	950	1,200	(250)
EXPENDITURES				
Capital outlay	-	-	1,226	(1,226)
Transfer to City equipment reserve	500	1,000	1,000	-
	500	1,000	2,226	(1,226)
Receipts over (under) expenditures	615	(50)		
UNENCUMBERED CASH, beginning	1,526	2,141		
UNENCUMBERED CASH, ending	\$ 2,141	2,091		
<u>RECREATION</u>				
RECEIPTS				
Ad valorem property tax	\$ 26,522	26,297	26,297	-
Vehicle tax	3,800	4,084	3,438	646
Reimbursements and other	44,997	62,078	62,048	30
	75,319	92,459	91,783	676
EXPENDITURES				
Appropriation to Recreation Commission	31,200	34,000	50,000	(16,000)
Salaries and benefits	37,035	57,412	50,081	7,331
Supplies and other	324	1,086	2,000	(914)
	68,559	92,498	102,081	(9,583)
Receipts over (under) expenditures	6,760	(39)		
UNENCUMBERED CASH, beginning	3,537	10,297		
UNENCUMBERED CASH, ending	\$ 10,297	10,258		

City of Halstead, Kansas

Special Purpose Funds

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year			Variance -
	Actual	Actual	Budget	Over
				(Under)
<u>VIN INSPECTION</u>				
RECEIPTS				
Fees collected	\$ 22,900	22,000	15,000	7,000
EXPENDITURES				
Contractual service	21,685	15,657	29,407	(13,750)
Receipts over (under) expenditures	1,215	6,343		
UNENCUMBERED CASH, beginning	16,407	17,622		
UNENCUMBERED CASH, ending	\$ 17,622	23,965		
<u>SALES TAX REVENUE RESERVE</u>				
RECEIPTS				
Transfer from General	\$ 153,000	153,000	153,000	-
EXPENDITURES				
Transfer to Capital improvement	44,875	44,875	44,875	-
Transfer to Bond and Interest	108,125	108,125	108,125	-
	153,000	153,000	153,000	-
Receipts over (under) expenditures	-	-		
UNENCUMBERED CASH, beginning	-	-		
UNENCUMBERED CASH, ending	\$ -	-		

City of Halstead, Kansas

Special Purpose Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	<u>2018</u>	<u>2019</u>
<u>CAPITAL IMPROVEMENT</u>		
RECEIPTS		
Transfer from General	\$ 417,500	382,000
Transfer from Sales tax revenue reserve	44,875	44,875
Transfer from Waterworks operating	50,000	50,000
Transfer from Waste water operating	10,000	10,000
Transfer from Gas plant operating	50,000	75,000
Transfer from Storm water	<u>2,500</u>	<u>1,500</u>
	574,875	563,375
EXPENDITURES		
Capital outlay and maintenance	<u>473,535</u>	<u>713,315</u>
Receipts over (under) expenditures	101,340	(149,940)
UNENCUMBERED CASH, beginning	<u>568,372</u>	<u>669,712</u>
UNENCUMBERED CASH, ending	<u>\$ 669,712</u>	<u>519,772</u>
 <u>CITY EQUIPMENT RESERVE</u>		
RECEIPTS		
Transfer from General	\$ 156,500	167,500
Transfer from Special parks and recreation	500	1,000
Transfer from Waterworks operating	50,000	120,000
Transfer from Waste water operating	10,000	-
Transfer from Gas plant operating	50,000	100,000
Transfer from Storm water	2,500	1,500
Sale of equipment and other	<u>96,317</u>	<u>78,915</u>
	365,817	468,915
EXPENDITURES		
Capital outlay and maintenance	<u>222,441</u>	<u>433,664</u>
Receipts over (under) expenditures	143,376	35,251
UNENCUMBERED CASH, beginning	<u>726,969</u>	<u>870,345</u>
UNENCUMBERED CASH, ending	<u>\$ 870,345</u>	<u>905,596</u>

City of Halstead, Kansas

Special Purpose Funds

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	<u>2018</u>	<u>2019</u>
<u>CEMETERY PERPETUAL CARE</u>		
RECEIPTS		
Transfer from General	\$ 1,050	2,194
Interest	170	246
Other	<u>2,367</u>	<u>2,400</u>
	<u>3,587</u>	<u>4,840</u>
EXPENDITURES		
Appropriation to Halstead Cemetery Assn	<u>2,367</u>	<u>2,400</u>
Receipts over (under) expenditures	1,220	2,440
UNENCUMBERED CASH, beginning	<u>40,613</u>	<u>41,833</u>
UNENCUMBERED CASH, ending	<u>\$ 41,833</u>	<u>44,273</u>

City of Halstead, Kansas

Capital Project Fund

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	<u>2018</u>	<u>2019</u>
<u>CEDAR MEADOWS II ADDITION</u>		
RECEIPTS		
Other revenue	\$ 20,572	-
EXPENDITURES		
Wire to State of Kansas	<u>26,962</u>	<u>-</u>
Receipts over (under) expenditures	(6,390)	-
UNENCUMBERED CASH, beginning	<u>6,390</u>	<u>-</u>
UNENCUMBERED CASH, ending	<u>\$ -</u>	<u>-</u>

City of Halstead, Kansas

Bond and Interest Fund**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
RECEIPTS				
Ad valorem property tax	\$ 125,648	117,368	117,875	(507)
Special assessments	12,617	5,219	22,000	(16,781)
Vehicle tax	17,326	18,256	17,721	535
Transfer from Sales tax revenue reserve	108,125	108,125	108,125	-
	<u>263,716</u>	<u>248,968</u>	<u>265,721</u>	<u>(16,753)</u>
EXPENDITURES				
Bond principal	195,000	185,000	185,000	-
Interest	52,138	58,488	58,500	(12)
Commission and fees	66,003	-	-	-
Cash basis reserve	-	-	100,000	(100,000)
	<u>313,141</u>	<u>243,488</u>	<u>343,500</u>	<u>(100,012)</u>
Receipts over (under) expenditures	(49,425)	5,480		
UNENCUMBERED CASH, beginning	<u>155,047</u>	<u>105,622</u>		
UNENCUMBERED CASH, ending	<u>\$ 105,622</u>	<u>111,102</u>		

City of Halstead, Kansas

Business Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		Variance -
	Prior Year			Over
	Actual	Actual	Budget	(Under)
<u>WATERWORKS OPERATING</u>				
RECEIPTS				
Sales	\$ 730,679	734,327	714,000	20,327
Service and other	20,903	18,838	18,000	838
	<u>751,582</u>	<u>753,165</u>	<u>732,000</u>	<u>21,165</u>
EXPENDITURES				
Personal services	142,431	178,692	206,500	(27,808)
Contractual services	49,738	44,396	134,000	(89,604)
Water purchases	97,860	90,619	100,000	(9,381)
Commodities	21,977	21,816	52,000	(30,184)
Capital outlay	54,245	55,080	117,234	(62,154)
Transfer to General	237,500	150,000	150,000	-
Transfer to Capital improvement	50,000	50,000	50,000	-
Transfer to City equipment reserve	50,000	120,000	120,000	-
Transfer to Depreciation/replacement reserve	36,000	48,000	48,000	-
	<u>739,751</u>	<u>758,603</u>	<u>977,734</u>	<u>(219,131)</u>
Receipts over (under) expenditures	11,831	(5,438)		
UNENCUMBERED CASH, beginning	217,448	229,279		
UNENCUMBERED CASH, ending	\$ 229,279	223,841		

City of Halstead, Kansas

Business Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
<u>WASTE WATER OPERATING</u>				
<u>RECEIPTS</u>				
User fees	\$ 325,542	338,472	345,203	(6,731)
Service and other	309	248	100	148
	<u>325,851</u>	<u>338,720</u>	<u>345,303</u>	<u>(6,583)</u>
<u>EXPENDITURES</u>				
Personal services	93,161	112,341	126,000	(13,659)
Contractual services	76,278	98,542	108,500	(9,958)
Commodities	26,026	21,253	40,000	(18,747)
Transfer to General	15,000	15,000	15,000	-
Transfer to Capital equipment	10,000	10,000	10,000	-
Transfer to City equipment reserve	10,000	-	10,000	(10,000)
Transfer to Depreciation/replacement reserve	18,000	24,000	24,000	-
Debt service	82,851	82,852	82,853	(1)
Capital reserve	-	-	43,386	(43,386)
	<u>331,316</u>	<u>363,988</u>	<u>459,739</u>	<u>(95,751)</u>
Receipts over (under) expenditures	(5,465)	(25,268)		
UNENCUMBERED CASH, beginning	<u>120,547</u>	<u>115,082</u>		
UNENCUMBERED CASH, ending	<u>\$ 115,082</u>	<u>89,814</u>		

City of Halstead, Kansas

Business Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
<u>GAS PLANT OPERATING</u>				
RECEIPTS				
Sales	\$ 1,424,766	1,535,819	1,343,000	192,819
Service and other	18,640	16,420	15,000	1,420
	<u>1,443,406</u>	<u>1,552,239</u>	<u>1,358,000</u>	<u>194,239</u>
EXPENDITURES				
Personal services	128,100	165,885	187,000	(21,115)
Contractual services	93,600	92,718	114,500	(21,782)
Commodities	35,257	14,957	52,000	(37,043)
Gas purchased	716,329	730,880	800,000	(69,120)
Capital outlay	4,688	3,125	10,000	(6,875)
Transfer to General	350,000	250,000	250,000	-
Transfer to Capital improvement	50,000	75,000	25,000	50,000
Transfer to City equipment reserve	50,000	100,000	90,000	10,000
Transfer to Gas reserve	50,000	70,000	50,000	20,000
Capital reserve	-	-	57,195	(57,195)
	<u>1,477,974</u>	<u>1,502,565</u>	<u>1,635,695</u>	<u>(133,130)</u>
Receipts over (under) expenditures	(34,568)	49,674		
UNENCUMBERED CASH, beginning	320,544	285,976		
UNENCUMBERED CASH, ending	<u>\$ 285,976</u>	<u>335,650</u>		

City of Halstead, Kansas

Business Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

		Current Year		Variance -
	Prior Year			Over
	Actual	Actual	Budget	(Under)
<u>REFUSE</u>				
RECEIPTS				
User fees	\$ 99,051	106,330	100,482	5,848
Recycle fees	37,564	31,560	38,250	(6,690)
Service and other	100	-	-	-
	<u>136,715</u>	<u>137,890</u>	<u>138,732</u>	<u>(842)</u>
EXPENDITURES				
Personal services	12,013	10,357	24,500	(14,143)
Contractual services	114,859	114,721	127,000	(12,279)
Commodities and other	-	-	5,000	(5,000)
Capital reserve	-	-	13,463	(13,463)
	<u>126,872</u>	<u>125,078</u>	<u>169,963</u>	<u>(44,885)</u>
Receipts over (under) expenditures	9,843	12,812		
UNENCUMBERED CASH, beginning	<u>22,062</u>	<u>31,905</u>		
UNENCUMBERED CASH, ending	<u>\$ 31,905</u>	<u>44,717</u>		
<u>STORM WATER</u>				
RECEIPTS				
User fees	<u>\$ 18,699</u>	<u>19,392</u>	<u>18,900</u>	<u>492</u>
EXPENDITURES				
Contractual services	1,375	-	4,000	(4,000)
Commodities	7,102	1,472	20,000	(18,528)
Transfer to Capital improvement	2,500	1,500	1,500	-
Transfer to City equipment reserve	2,500	1,500	1,500	-
Transfer to Storm water reserve	5,000	15,000	-	15,000
Capital reserve	-	-	5,855	(5,855)
	<u>18,477</u>	<u>19,472</u>	<u>32,855</u>	<u>(13,383)</u>
Receipts over (under) expenditures	222	(80)		
UNENCUMBERED CASH, beginning	<u>24,955</u>	<u>25,177</u>		
UNENCUMBERED CASH, ending	<u>\$ 25,177</u>	<u>25,097</u>		

City of Halstead, Kansas

Business Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	2018	2019
<u>DEPRECIATION/REPLACEMENT RESERVE</u>		
RECEIPTS		
Transfer from Waterworks operating	\$ 36,000	48,000
Transfer from Waste water operating	18,000	24,000
	<u>54,000</u>	<u>72,000</u>
EXPENDITURES	-	-
Receipts over (under) expenditures	54,000	72,000
UNENCUMBERED CASH, beginning	281,122	335,122
UNENCUMBERED CASH, ending	<u>\$ 335,122</u>	<u>407,122</u>
<u>GAS RESERVE</u>		
RECEIPTS		
Transfer from Gas plant operating	\$ 50,000	70,000
EXPENDITURES	-	-
Receipts over (under) expenditures	50,000	70,000
UNENCUMBERED CASH, beginning	121,290	171,290
UNENCUMBERED CASH, ending	<u>\$ 171,290</u>	<u>241,290</u>
<u>STORM WATER RESERVE</u>		
RECEIPTS		
Transfer from Storm water	\$ 5,000	15,000
EXPENDITURES	-	-
Receipts over (under) expenditures	5,000	15,000
UNENCUMBERED CASH, beginning	-	5,000
UNENCUMBERED CASH, ending	<u>\$ 5,000</u>	<u>20,000</u>

City of Halstead, Kansas

Trust Funds**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**

Regulatory Basis

For the Year Ended December 31, 2019

(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	<u>2018</u>	<u>2019</u>
<u>DRUG FORFEITURE</u>		
RECEIPTS		
Asset forfeiture funds	\$ 2,558	-
EXPENDITURES		
Commodities	<u>10</u>	<u>204</u>
Receipts over (under) expenditures	2,548	(204)
UNENCUMBERED CASH, beginning	<u>510</u>	<u>3,058</u>
UNENCUMBERED CASH, ending	<u><u>\$ 3,058</u></u>	<u><u>2,854</u></u>
 <u>LAND BANK</u>		
RECEIPTS		
City appropriation	\$ 10,000	-
EXPENDITURES	<u>-</u>	<u>-</u>
Receipts over (under) expenditures	10,000	-
UNENCUMBERED CASH, beginning	<u>-</u>	<u>10,000</u>
UNENCUMBERED CASH, ending	<u><u>\$ 10,000</u></u>	<u><u>10,000</u></u>

City of Halstead, Kansas

Related Municipal Entities**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**
Regulatory BasisFor the Year Ended December 31, 2019
(With Comparative Actual Totals for the Prior Year Ended December 31, 2018)

	2018	2019
<u>HALSTEAD PUBLIC LIBRARY</u>		
RECEIPTS		
City of Halstead	\$ 99,129	92,454
SCKLS and other grants	11,141	11,717
State aid	597	585
Memorial income	588	5,515
Interest and other	5,065	4,926
	<u>116,520</u>	<u>115,197</u>
EXPENDITURES		
Personal services	64,480	62,468
Books, periodicals and materials	10,957	10,950
Operating supplies and commodities	5,647	5,115
Telephone and utilities	5,364	5,714
Capital outlay	7,869	9,772
Other	6,734	8,095
	<u>101,051</u>	<u>102,114</u>
Receipts over (under) expenditures	15,469	13,083
UNENCUMBERED CASH, beginning	76,103	91,572
UNENCUMBERED CASH, ending	<u>\$ 91,572</u>	<u>104,655</u>
<u>HALSTEAD RECREATION</u>		
RECEIPTS		
City of Halstead	\$ 31,200	34,000
Athletic programs and pool receipts	40,822	41,971
Interest and other	1,830	1,608
	<u>73,852</u>	<u>77,579</u>
EXPENDITURES		
Personal services	32,294	39,162
Athletic programs and pool	31,945	25,481
Other	7,150	5,315
	<u>71,389</u>	<u>69,958</u>
Receipts over (under) expenditures	2,463	7,621
UNENCUMBERED CASH, beginning	62,054	64,517
UNENCUMBERED CASH, ending	<u>\$ 64,517</u>	<u>72,138</u>

**CITY COUNCIL AGENDA REPORT**

Meeting Date: May 26, 2020
City Department: EMS/Legal
Prepared By: Ethan Reimer, City Manager
Agenda Title: Consideration of Ambulance Service Agreement . . .

RECOMMENDED ACTION

Motion to approve the Ambulance Service Agreement with the City of Sedgwick for a term of three years and authorization for the Mayor Travis to sign the document.

BACKGROUND

In 2017, the City of Sedgwick lost their local ambulance service. The City of Halstead provided coverage under short-term agreements until a three (3) agreement was entered in to running from 2018-2020. This agreement helped compensate Halstead for runs they were already being called to via county dispatch and expansion of staff would help strengthen our own department. As 2020 is the final year of the current agreement, a new agreement is needed should Halstead wish to continue offering services to the City of Sedgwick.

CONSIDERATIONS

The original agreement and price structure were based on estimates that were compiled on historical data for both cities and discussion with the limited other EMS operations around the state who covered another city. This was the impetus for an original term of three years as it would allow for actual expenditures and revenues to be known for the expansion of staff and coverage area for Halstead EMS so that the agreement could be revisited and adjusted. This time frame also allowed Sedgwick to pursue reestablishing their local service should they choose to do so. The annual cost was set at \$150,000, a price point that met Governing Body directive to not have any increased costs born by Halstead taxpayers. After reviewing run and financial data from the past two years, consultation with our new insurance carrier, and conversations with staff a new three (3) year agreement has been drafted. Mayor Travis and City Manager Reimer have met with Mayor Chapman and City Administrator Turner from Sedgwick to discuss the agreement and Sedgwick's position as Sedgwick was sent a draft on April 20, 2020. Staff will discuss proposed changes and answer questions on the new draft agreement. If Halstead approves the agreement as presented, it will be sent to Sedgwick for action by their body.

FISCAL IMPACT/FUNDING SOURCE

The contracted fee for the Ambulance Service agreement goes to the City's General Fund as that is where EMS expenses also come from. The new proposed price of \$170,000 per year with the option for adjustment via the Consumer Price Index (CPI) should continue to see that increased costs both in terms of supplies, equipment, and staffing for the department to offer service in the City of Sedgwick and that those costs are not subsidized directly by Halstead taxpayers.

Department Head Approval Date:

City Manager Approval Date: 5/22/20

City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. [Draft Ambulance Service Agreement](#)

**AGREEMENT FOR EMERGENCY MEDICAL SERVICE
BETWEEN THE CITY OF HALSTEAD, KANSAS
AND THE CITY OF SEDGWICK, KANSAS**

THIS JOINT AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Halstead, Kansas, hereinafter referred to as the “Halstead” and the City of Sedgwick, Kansas, hereinafter referred to as “Sedgwick”, both as defined herein,

WITNESSETH:

WHEREAS, HALSTEAD and SEDGWICK mutually recognize that residents of SEDGWICK have need for emergency medical and ambulance services; and

WHEREAS, SEDGWICK recognizes the need to provide the availability of reliable, prompt, and high quality emergency medical services (EMS) for its residents and visitors; and,

WHEREAS, HALSTEAD has the authority under K.S.A. 65-6101 et seq., as amended, to establish, operate and maintain said service and to contract with any person or municipality for the purpose of furnishing said services; and,

WHEREAS, HALSTEAD has the capacity of providing basic life support and, advanced life support within the jurisdictional limits of SEDGWICK as HALSTEAD and SEDGWICK may from time to time agree; and,

WHEREAS, SEDGWICK desires to contract with HALSTEAD to operate emergency medical and ambulance service within the jurisdictional limits of SEDGWICK.

WHEREAS, SEDGWICK has indicated to HALSTEAD their desire to reestablish their own independent emergency medical and ambulance service.

NOW, THEREFORE, in consideration of the services to be rendered and the mutual covenants herein contained, it is mutually agreed as follows:

**I
Definitions**

The definitions contained in, but not limited to K.S.A. 65-6112 as well as any other applicable definitions contained in Article 61 of K.S.A. Chapter 65, shall be applicable to the same terms used in this Agreement.

In addition, the following terms have the following meanings:

1. “HALSTEAD” means the City of Halstead, Kansas, a Kansas municipal corporation serving as the contracting provider of EMS for purposes of this agreement.

2. "SEDGWICK" means the City of Sedgwick, Kansas, a Kansas municipal corporation serving as the contracting beneficiary of services for purposes of this agreement.
3. "Jurisdictional Limits" means the geographic area within the City of Sedgwick, Kansas, city limits, as currently existing or subsequently amended by lawful ordinance duly approved by the City of Sedgwick, Kansas City Council.

II

Designation of ALS/BLS Provider

- A. SEDGWICK hereby designates HALSTEAD as its assignee and sole provider for basic and advanced life support and non-emergent ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas. All existing agreements, including amendments, ("Existing Agreements") between HALSTEAD and SEDGWICK are terminated as of December 31, 2020 at midnight.
- B. SEDGWICK agrees not to compete in any ambulance or emergency medical activity in which HALSTEAD is engaged, pursuant to this Agreement.
- C. HALSTEAD will base its operations primarily at its existing facility in the City of Halstead, Kansas.

III

Services

- A. From the HALSTEAD existing facility and as further provided herein, HALSTEAD shall provide ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas, based on demand. HALSTEAD will provide the residents a full range of high-quality ambulance service, including ALS, as applicable and available, and BLS, as provided under this agreement, and emergency care service, within the jurisdictional limits of the City of Sedgwick, Kansas as defined herein, when called upon by Harvey or Sedgwick County 911 Dispatch, any law enforcement agency and/or fire department within the jurisdictional limits of the City of Sedgwick, Kansas, or any citizen making a direct request for such ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas. In addition, HALSTEAD will cooperate with other area services as second responders pursuant to agreements entered into, from time to time, in the normal course of its operations.
- B. Emergency medical and ambulance service shall be deemed, for the purposes of this Agreement, to be such service required by the onset of a medical and/or physical condition which, without immediate medical attention, could reasonably be expected to (1) place the patient's health in serious jeopardy; (2) seriously impair bodily functions; or (3) result in serious injury of any bodily organ or part; or if any other means of transportation except by ambulance and trained personnel could

reasonably be expected to endanger the individual's health. Emergency medical and ambulance service shall be available to residents within the jurisdictional limits of the City of Sedgwick, Kansas.

- C. Non-emergency ambulance service is not contemplated within the scope of this agreement and is therefore not assured or provided hereunder, shall be deemed, for the purposes of this agreement, to be ambulance services which (1) can be scheduled by appointment; (2) is to be provided when a patient's health is not in jeopardy, and (3) when the ambulance service is to be provided between the person's place of residence and some medical office or facility, said service to be available only to residents in the area specifically.
- D. HALSTEAD shall provide ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas without regard to race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, ancestry, or financial ability to pay.
- E. When a unit and crew are available, and with at least forty-eight (48) hours advanced notification, HALSTEAD will use its best efforts to station them at SEDGWICK community events, such as high school football games, community celebrations or festivals.

IV

Service Area and Mutual Aid

- A. HALSTEAD will advise all entities with which it has mutual aid agreements that it is entering into this agreement with SEDGWICK. HALSTEAD agrees to attempt to negotiate new Mutual Aid Agreements with such entities to provide back-up coverage for emergency services within the jurisdictional limits of the City of Sedgwick, Kansas.
- B. In the event HALSTEAD is unable, for whatever reason, to provide the required ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas, ambulance services from surrounding areas shall, temporarily, provide said service upon request by HALSTEAD for mutual aid, subject however, to the availability of such equipment and personnel.

V

Contractual Payments

- A. In consideration of HALSTEAD's promise and agreement to furnish emergency medical and ambulance service pursuant to this agreement and for the term(s) hereof, SEDGWICK agrees to pay for contractual services in the amount of \$170,000.000 annually in two payments of \$25,000.00 each, due by April 1 and September 1 every year, and a recurring monthly payment of \$10,000 due by the

last business day of the month every month for the term of the agreement to compensate Halstead for the services provided under this Agreement.

- B. The annual amount due for contractual services as provided by HALSTEAD to SEDGWICK shall increase in year two of the agreement and each successive year by the year-to-year Consumer Price Index percentage for the Midwest Region as published by the U.S. Bureau of Labor Statistics for the month of December of the preceding year. Such increase will be communicated to SEDGWICK by HALSTEAD no later than March 1. Subsequent annual amounts shall still be paid according to the schedule above with any increase being due and split evenly with the twice yearly payments and the monthly payments remaining at \$10,000. HALSTEAD shall retain the right to not request such an increase based on its discretion but at no point shall the new annual amount be less than the previous year's amount.
- C. The parties hereto further agree that any payments tendered for provision of emergency services by Harvey County covering the jurisdictional limits of SEDGWICK shall, for the term of this agreement, be directed to HALSTEAD as an element of contractual payments if Harvey County were to direct payments to SEDGWICK instead of HALSTEAD
- D. SEDGWICK agrees not to compete in any ambulance or emergency medical activity in which HALSTEAD is engaged, pursuant to this Agreement.

VI

Cooperation with 911 Dispatch

- A. HALSTEAD shall establish radio dispatch protocols and such other policies and procedures which are necessary and proper for providing the ambulance services described herein in both Harvey and Sedgwick Counties. Copies of said policies and procedures shall be available to SEDGWICK at any time.
- B. Said protocols, policies and procedures, and any and all amendments thereto, shall be followed and adhered to by HALSTEAD.
- C. HALSTEAD's equipment shall have the capability of communicating with the Harvey County Communications Center as well as Sedgwick County 911 Dispatch as needed.

VII

Compliance with Federal and State Laws, Local Ordinances and Rules and Regulations

- A. HALSTEAD shall comply with all applicable laws of the United States, State of Kansas, and local ordinances, now or hereafter existing, and with all applicable

Federal and State rules and regulations now or hereafter existing relating to any of the services provided pursuant to this Agreement.

- B. HALSTEAD shall specifically comply with the applicable provisions of K.S.A. 65-6101 et. seq., including any future amendments or additions thereto, together with any rules and regulations promulgated there under, now or hereafter existing or amended.

VIII

Performance Standards

- A. Response Time Measurement. Response times to emergency requests shall be calculated as the actual elapsed time in minutes and seconds from the time 911 Dispatch relayed the call, nature of the request, and location of the patient to HALSTEAD's system to the time when HALSTEAD's first appropriate emergency vehicle arrives at the scene. Where multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at the scene will be counted. Where the patient is located in a residential, commercial or industrial building or complex, the response time will be calculated to the time HALSTEAD's ambulance arrives at the specific building or entrance.
- B. Change in Priority Status. Where the priority code of an emergency call is changed in route to a call as the result of additional information received by the dispatcher prior to the arrival of the ambulance, the response time will be calculated for the latest assigned priority code, i.e., if the response priority is upgraded from a routine transport to an emergency response, the response time to the call will be calculated from the time the upgrade was requested.
- C. Exceptions. HALSTEAD and SEDGWICK recognize and agree that HALSTEAD is exempt from the response time measurement set forth in this Agreement in the following situations:
1. Severe weather conditions that would provide reason to believe that attempting to comply with the response time performance would be hazardous to the responders or others, or where the road or other weather conditions would not allow safe driving.
 2. During a disaster situation within the primary service area or neighboring communities.
 3. Where the original caller or the dispatcher is in error on the location.
- D. Emergency Preparedness. In the event of a disaster event, HALSTEAD will follow all applicable NIMS and Incident Management Standards and, to the extent the same are known and have been approved, the existing SEDGWICK Emergency Preparedness Plan.

- E. Staffing. HALSTEAD shall staff with persons holding proper and necessary certification from the Kansas Board of Emergency Medical Services to operate an ambulance service in the State of Kansas. Further, HALSTEAD shall employ personnel to ensure ambulance service on a twenty-four (24) hour a day basis, and to provide a minimum of two (2) trained health care providers, to answer all calls as specified in this agreement.
- F. Equipment. Utilize ambulance(s) which meet the minimum recommended specifications for vehicle and equipment as established by the State of Kansas Board of EMS and specified in Kansas Statute K.A.R. 109-2-8.
- G. Collections. The collection procedures utilized by HALSTEAD shall be legally acceptable and designed to maximize reimbursement through Medicare, Medicaid and other third party payers. Services will be billed under HALSTEAD's provider number. It is understood that HALSTEAD will be responsible for all ambulance billing for services provided within the jurisdictional limits of the City of Sedgwick, Kansas beginning with the first ambulance call after the start of the operations by HALSTEAD under this agreement. All accounts are receivable and collections prior to the start of HALSTEAD operations shall remain in control of HALSTEAD.
- H. Tax Forms. HALSTEAD agrees to provide year end 990's to SEDGWICK's Auditor upon request of SEDGWICK if and as needed.

IX

Insurance -Hold Harmless and Indemnification-No Third Party Contract

- A. HALSTEAD shall secure and maintain the following described coverages during the term of this Agreement, and shall name SEDGWICK as additional covered party and shall not commence work under this agreement until it has obtained said insurance and has submitted proof of said insurance to SEDGWICK or designee:
1. Worker's Compensation Insurance: HALSTEAD will provide statutory workers' compensation coverage pursuant to current Kansas law.
 2. Automobile liability coverage with limit not less than \$500,000.
 3. Professional liability coverage with limits not less than \$500,000 per claim.
- B. Both HALSTEAD and SEDGWICK agree to defend, hold harmless, and indemnify the other, their Governing Bodies, boards, officers and employees from any and all claims of liability, arising either directly or indirectly from HALSTEAD's performance or non-performance under this Agreement, including their reasonable, actual attorney fees.

C. The legal relationship of the parties shall be that of HALSTEAD as Independent Contractor with SEDGWICK. The employees of either party shall not be considered an agent or employee of the other party for any purpose. It is expressly agreed that all staff or volunteers operating under HALSTEAD's service are agents, volunteers, or employees of HALSTEAD and are answerable only to supervisors, staff, or management of HALSTEAD. SEDGWICK shall provide any direction, concerns, or issues through appropriate designees of HALSTEAD as shall from time to time be designated and identified to SEDGWICK.

D. No third party benefit contract is intended between HALSTEAD and any of the citizens or visitors being served in SEDGWICK's jurisdictional limits.

X

Referral of Ambulance Calls

SEDGWICK agrees that all calls and dispatches for emergency medical service within the jurisdictional limits of the City of Sedgwick, Kansas shall be referred exclusively to HALSTEAD and will notify both Harvey and Sedgwick County 911 Dispatch that SEDGWICK has entered into an exclusive contractual arrangement with HALSTEAD.

XI

Affirmative Action

HALSTEAD, as required by law, shall not discriminate against a person to be serviced or an employer or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, marital status, political affiliation or beliefs.

HALSTEAD shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination.

XII

Legal Status

Both HALSTEAD and SEDGWICK warrant that they are each a Kansas municipal corporation duly organized and existing under the laws of the State of Kansas and is presently and will continue during the term of this Agreement to be in good standing.

XIII

Breach or Default

If either party believes the other has committed a material breach or default with respect to the terms and conditions of this Agreement, then that party shall give written notice to the breaching or defaulting party which includes the specific alleged violations of the Agreement. The breaching or defaulting party then shall have thirty (30) days after receipt of such written notice to

correct or remedy the alleged Agreement violations before any legal action may be taken by the non-breaching party.

XIV

Assignment of Agreement

Neither HALSTEAD or SEDGWICK may assign nor transfer its obligations or rights under this Agreement nor any part thereof without the prior written consent of the other party. SEDGWICK agrees not to enter into any additional contracts for ambulance services or emergency medical services with any other entities without HALSTEAD's prior approval.

XV

Severability

If any section, subsection, sentence, word or phrase of this Agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

XVI

Term

- A. It is expressly understood and agreed between the parties hereto that this Ambulance Service Agreement shall begin on January 1, 2021 at 12:01 a.m. and continue for a term of three (3) calendar years through midnight on December 31, 2023 unless either party notifies the other in writing on or before April 1 of the calendar year of its intent not to continue the Agreement for the subsequent calendar year.
- B. Should SEDGWICK give written notice of its termination of participation in this Agreement, it is expressly agreed that such termination shall serve as a condition precedent which will serve to make the total amount due under the three (3) year term with any payment amounts previously made to HALSTEAD under the Agreement terms deducted from the total amount due. The last available CPI modifier will be applied to the remaining years to determine the final amount due to HALSTEAD from SEDGWICK.
- C. Should HALSTEAD be unable to provide services per the terms of this agreement, it is expressly agreed that such termination shall serve as a condition precedent which will require HALSTEAD to refund any payments received from SEDGWICK during the budget year as compensation back to SEDGWICK.
- D. SEDGWICK shall provide and communicate to HALSTEAD information and updates on any and all efforts made to reestablish a local ambulance service on a minimum of an annual basis.

- E. At the end of the three (3) year term of this Agreement, both parties shall cooperate in the transition away from their contractual relationship, unless a new agreement is reached between these parties regarding emergency medical services.
- F. It is expressly noted that in the event either City shall not annual affirm this agreement and provide for sufficient budget authority to provide for or pay for the services agreed herein, that such party failing to do so shall promptly notify the other in writing of such event.

XVII

Cross Termination and Default

HALSTEAD and SEDGWICK agree that any termination or default or breach of this Ambulance Service Agreement shall also constitute a default in all other agreements between HALSTEAD and SEDGWICK. In the event of a termination, default or breach, the non-offending party shall be entitled to terminate all leases and contracts between it and the offending party at the non-offending party's sole discretion provided it has given the offending party (30) days of notification of default and the offending party has failed to cure the breach or default.

Remainder of this page left blank intentionally.

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

CITY OF SEDGWICK, KANSAS

By: _____
Bryan Chapman, Mayor

ATTEST:

Janise Enterkin, City Clerk
[SEAL]

CITY OF HALSTEAD, KANSAS

By: _____
Dennis Travis, Mayor

ATTEST:

Jamie A. Eberly, City Clerk
[SEAL]



CITY COUNCIL AGENDA REPORT

Meeting Date: May 26, 2020
City Department: Administration
Prepared By: Ethan Reimer, City Manager
Agenda Title: Consideration of agreement with KDOT

RECOMMENDED ACTION

Motion to approve the agreement with the Kansas Department of Transportation for the Transportation Alternatives Program and authorization for Mayor Travis to sign.

BACKGROUND

The city applied for and was selected to receive funding for a Safe-Routes-to-School (SRTS) Phase 1 grant to help develop an SRTS Master Plan. Improving walkability in the community and specifically the SRTS program were mentioned as goals of the recently completed community strategic plan.

CONSIDERATIONS

The city has met with KDOT representation in order to continue moving the grant process along. The proposed agreement is necessary to be executed between KDOT and the City of Halstead in order to proceed with the SRTS grant process. Additionally, city staff are working on putting together an SRTS committee to help guide the process and inform the plan that would include representation from the city, school district, community, and other stakeholders.

FISCAL IMPACT/FUNDING SOURCE

The city was awarded a maximum of \$12,000 and has a local match of at least 20% (\$3,000 based on the maximum award). This local match would come from the City's Capital Improvement Fund or Community Betterment sub-fund in the General Fund.

Department Head Approval Date:

City Manager Approval Date: 5/22/20

City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. [KDOT Agreement](#)

PROJECT NO. 040 U-2375-01

TA-U237(501)

TRANSPORTATION ALTERNATIVES (TA) PROGRAM

TYPE OF PROJECT: Safe Routes to School (SRTS) Phase 1 Plan

CITY OF HALSTEAD, KANSAS

HARVEY COUNTY, KANSAS

AGREEMENT

THIS AGREEMENT (the “Agreement”) is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **CITY OF HALSTEAD, KANSAS** (“Local Sponsor”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to allocate federal Transportation Alternatives (TA) Program funds to eligible state agencies, local governments, Metropolitan Planning Organizations (MPOs), and school districts for reimbursements for eligible Safe Routes to School (SRTS) expenses.
- B. The Secretary and the Local Sponsor are empowered by the laws of Kansas to enter into agreements to secure federal funding.
- C. The Secretary and the Local Sponsor desire to enter into this Agreement and take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for the administration of the Project.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

ARTICLE I

Definitions: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
- 3. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
- 4. **“Local Sponsor”** means the City of Halstead, Kansas.
- 5. **“Noninfrastructure activities”** means events and activities related to education, encouragement, enforcement, and evaluation that promote walking and bicycling to school.

6. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not eligible expenses for reimbursement.
7. **“Notice to Proceed”** means the written notification to proceed with the Project sent by the Secretary to the Local Sponsor following execution of this Agreement.
8. **“Parties”** means the Secretary and KDOT, individually and collectively, and the Local Sponsor.
9. **“Project”** means the development of a Safe Routes to School Master Plan for the City of Halstead, Kansas, as specifically described in the Project Application, and is the subject of this Agreement.
10. **“Project Application”** means the application submitted by the Local Sponsor to receive federal TA funds, as approved by the Secretary.
11. **“Project Costs”** means the allowable expenses for the Project to be incurred by the Local Sponsor.
12. **“Secretary”** means the Secretary of the Kansas Department of Transportation, and his or her successors and assigns.

ARTICLE II

PARTY RESPONSIBILITIES:

1. **Performance of the Project.** The Local Sponsor shall undertake and complete the Project as described in the Project Application filed with and approved by the Secretary and in accordance with the terms and conditions of this Agreement.
2. **Period of Performance.** The Local Sponsor shall commence implementation of the Project upon receipt of a Notice to Proceed and complete the Project within two (2) years of the date the Notice to Proceed was issued to the Local Sponsor.
3. **Scope of Project.** The scope of the Project is as described in the Local Sponsor’s Project Application, which is incorporated by this reference and made a part of this Agreement. To achieve SRTS goals, the Project must incorporate five components, referred to as the “5 E’s” or “5 E Program.” The 5 E’s are:
 - **Engineering** – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails and bikeways.
 - **Education** – Teaching children about the broad range of transportation choices, instructing them in important lifelong bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
 - **Enforcement** – Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings, and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.

- Encouragement – Using events and activities to promote walking and bicycling.
- Evaluation – Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention(s).

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

- (a) Fiscal year the Project is to be awarded;
- (b) Project description; or
- (c) Project scope.

5. **Procurement.** The Local Sponsor will furnish or contract to have furnished the necessary personnel, facilities, materials, equipment and such other professional services as may be required to fulfill the work identified and described in the Project Application and to administer both the Project and payments due for the Project. The Local Sponsor shall undertake procurement related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 2 C.F.R. 200, or the Local Sponsor's procurement policies or regulations if such policies or regulations are approved by KDOT's Bureau of Transportation Planning. The Secretary shall not be responsible for any obligations that the Local Sponsor has assumed with using the State of Kansas' procurement procedures. Furthermore, the Local Sponsor acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

6. **Project Reporting Requirements.** The Local Sponsor will prepare and deliver to the Secretary before and upon completion of the Project any and all reports as required by the Secretary. Further, the Local Sponsor will annually prepare and deliver the required SRTS Evaluation documentation in a form acceptable to the Secretary.

7. **Inspections.** The Secretary's representatives, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Local Sponsor as may be deemed necessary or desirable. The Local Sponsor will accomplish or direct or cause its contractors or subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the Local Sponsor, its contractors, subcontractors, or any third party) the duty to perform the day to day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Local Sponsor or its contractors or subcontractors.

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

9. **Project Costs.** The Local Sponsor agrees to be responsible for twenty percent (20%) of the Project Costs, up to \$15,000.00. The Local Sponsor also agrees to be responsible for one hundred percent (100%) of the Project costs that exceed \$15,000.00 for the Project. Further, the Local Sponsor shall also pay for any Non-Participating Costs incurred for the Project.

10. **Reimbursement Payments.** The Secretary agrees to reimburse the Local Sponsor for eighty percent (80%) of total eligible and participating costs incurred for the Project, but not to exceed \$12,000.00, subject to any federal reduction in TA funds. The Secretary shall not be responsible for any portion of Project Costs that exceed \$15,000.00. The Secretary agrees to make partial payments, for amounts no less than \$1,000.00 and no more frequently than monthly, to the Local Sponsor upon receipt of proper billings and progress reports. If a final report is required for the Project, the Local Sponsor must submit such final report to the Secretary and certification that the Project was completed in substantial compliance with the approved Project Application prior to the Local Sponsor's receipt of final payment.

11. **Use of Federal Funds.** The Local Sponsor shall not use the funds provided under this Agreement to supplant any activity or expenditure provided for by the Local Sponsor's current budget.

12. **Final Payment.** Any final amount due for the authorized work performed under the Project will be based upon the Local Sponsor's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services.

13. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the Local Sponsor agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the Local Sponsor for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the Local Sponsor's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Local Sponsor, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Local Sponsor agrees to refund payment made by the Secretary to the Local Sponsor for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the Local Sponsor is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Local Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with

federal funds by the Local Sponsor for items considered Non-Participating Costs, the Local Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

14. **Retention of Records.** The Local Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.

15. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Local Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Local Sponsor to any party outside of the Secretary and all costs incurred by the Local Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

16. **Organizational Registration Requirements.**

(a) **Dun & Bradstreet.** If it has not already done so, the Local Sponsor shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

(b) **System for Award Management.** The Local Sponsor agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

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

18. **Termination of Agreement.**

(a) **By Either Party.** In the event the Secretary or the Local Sponsor determines the Project should be abandoned or indefinitely postponed or otherwise terminated, this Agreement may be terminated by giving thirty (30) days written notice to the other party; provided, however, in such case the Local Sponsor shall be paid the amount due for the services rendered by the Local Sponsor for the Project up to the time of termination.

(b) **For Cause.** In the event the Local Sponsor fails to comply with any of the terms and conditions of this Agreement, the Project Application or the Project Budget, the Secretary may terminate this Agreement upon written notice to the Local Sponsor. The Local Sponsor shall be paid for expenses judged reasonable for the services rendered up to the date of termination;

provided, however, the Local Sponsor shall not be paid more than that which would be received under the terms of this Agreement for that portion of services rendered to the date of termination.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions Attachment.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached, are hereby incorporated in this Agreement and made a part hereof.
3. **Compliance with Federal and State Laws.** The Local Sponsor agrees to comply with all state and federal laws and regulations applicable to the Project.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Local Sponsor and their successors in office.
6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF HALSTEAD, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to Form:

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CITY SPECIFIC

**NON-AGENDA/
MISCELLANEOUS**

**INFORMATION &
MATERIALS**

Halstead Police Dept

Thank you so much for Choosing me to receive the Public Services Scholarship. It will be a big help to me at friends in the fall.

I will do my best to deserve this award. Thank you again.

Harley Lang