

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 10-12-16
Re: October 20, 2016 Work Session

Please find the attached agenda and supporting documentation for the October 20, 2016 Work Session.

Item 2 – Hays Extended Stay Hotel Partners LP CID Request

Please refer to the attached memorandum from Kim Rupp regarding the CID request from Hays Extended Stay Hotel Partners LP. This CID Request is comprised of two separate CID Requests that will benefit one project. The project is the construction of a Townplace Suites immediately north of the IHOP and Hampton Inn. The first CID request is the property that will encompass the Townplace Suites and would create a Community Improvement District with a 1% annual charge. The second CID encompasses the hotel property and new travel plaza being constructed immediately north of the proposed hotel. This will also be a 1% CID. Proceeds from both will go to reimburse Hays Extended Stay Hotel Partners LP for costs associated with construction of the hotel.

Item 3 – Hays Investors LLC CID Request

Hays Investors is requesting the creation of a Community Improvement District that would be comprised of the undeveloped land to the north and northwest of Home Depot, immediately south of 41st Street. The property owner feels that having the CID in place will allow them to land national retailers. The property owner is requesting a one-cent CID for a period of 22 years. The property owner is committed to constructing and occupying a minimum of 73,000 sq ft of retail space within 36 months of the approval of the CID. If this requirement is not met, the CID will be dissolved. The applicant is also agreeing that there will be no further request for economic development incentives on the remainder of the property during the term of the CID.

Item 4 - 8th Street Engineering Proposals

Please refer to the attached memorandum from John Braun regarding the 8th Street Engineering Proposals. The reconstruction of 8th Street is on the 2016 Capital Improvement Plan. City staff requested proposals and would like to move forward with Driggs Design Group for engineering services.

Items 5-8 – Heart of America Second Addition

These items are all related to the continued development of the Heart of America Industrial Park. Please refer to the attached memorandums from Jesse Rohr regarding the annexation, final plat and resolution to establish the benefit district as well as the Engineering Services Agreement. These are all housekeeping items and very straightforward.

Item 9 – USACE Section 205 Environmental Study

Please refer to attached memorandum from John Braun regarding the Environmental Study for the Section 205 Stormwater Project. When the City initially entered into a contract with the Army Corp of Engineers for the 205 Environmental Study, it was anticipated that we could conduct the study in-house. With the departure of the previous Stormwater Superintendent, the capability to do that study has been removed from the organization. The Corps of Engineers has offered to do the study for a price of \$40,000. City staff feels this is fair price, and there is adequate money in the Stormwater fund to pay for the study.

Item 10 – Airport Taxiway I – Design Contract

Please refer to the attached memorandum from John Braun regarding the Airport Taxiway I Design Contract. This is a project that was on the 2017 Capital Improvement Plan and in the 2017 budget. Late last month City staff received a call from the FAA indicating that they had extra money available and were interested in moving up the project on the funding schedule. There are adequate monies available in the Airport reserve fund to pay the City's 10% share, and City staff feels it is wise to accelerate this project by one year to ensure its completion.

Item 11 – Resolution Authorizing the Offering for Sale of General Obligation Refunding Bonds, Series 2016-A

Please refer to the attached memorandum from Kim Rupp. City Staff is asking the Commission to authorize a refunding of general obligation bonds issued between 2005-2009. At this time we feel like the City can save \$582,000 in future debt service payments by refinancing to lower interest rates.

dj

CITY OF HAYS
CITY COMMISSION WORK SESSION
THURSDAY, OCTOBER 20, 2016 – 6:30 P.M.
AGENDA

1. **ITEM FOR REVIEW: [September 15, 2016 Work Session Notes \(PAGE 1\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
2. **ITEM FOR REVIEW: [Hays Extended Stay Hotel Partners LP CID Request \(PAGE 5\)](#)**
PERSONS RESPONSIBLE: Kim Rupp, Director of Finance
Aaron White, Ellis County Coalition for Economic Development
3. **ITEM FOR REVIEW: [Hays Investors LLC CID Request \(PAGE 105\)](#)**
PERSONS RESPONSIBLE: Kim Rupp, Director of Finance
Aaron White, Ellis County Coalition for Economic Development
4. **ITEM FOR REVIEW: [8th Street Engineering Proposals \(PAGE 159\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
5. **ITEM FOR REVIEW: [Heart of America Second Addition – Annexation \(PAGE 205\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
6. **ITEM FOR REVIEW: [Heart of America Second Addition – Final Plat \(PAGE 211\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
7. **ITEM FOR REVIEW: [Heart of America Second Addition – Resolution to Establish Benefit District \(PAGE 219\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
8. **ITEM FOR REVIEW: [Heart of America Second Addition – Engineering Services Agreement \(PAGE 231\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
9. **ITEM FOR REVIEW: [USACE Section 205 Environmental Study \(PAGE 247\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
10. **ITEM FOR REVIEW: [Airport Taxiway I – Design Contract \(PAGE 271\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
11. **ITEM FOR REVIEW: [Resolution Authorizing the Offering for Sale of General Obligation Refunding Bonds, Series 2016-A \(PAGE 287\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
12. **OTHER ITEMS FOR DISCUSSION**
13. **EXECUTIVE SESSION (IF REQUIRED)**
14. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

City of Hays
City Commission
Work Session Notes
Thursday, September 15, 2016 – 6:30 p.m.

Present: Shaun Musil, James Meier, Henry Schwaller IV, Lance Jones, Eber Phelps, John Bird, Toby Dougherty, and Kim Rupp

September 1, 2016 Work Session Notes

There were no corrections or additions to the minutes of the work session held on September 1, 2016; the minutes stand approved as presented.

2016 Uniform Public Offense Code/2016 Standard Traffic Ordinance

The League of Kansas Municipalities (LKM) publishes a revised version of the Uniform Public Offense Code for Kansas Cities (UPOC) and the Standard Traffic Ordinance for Kansas Cities (STO) on a yearly basis. Municipalities may adopt these two sets of ordinances for their use. These ordinances contain the most current legislative changes and updates put into place annually by the Kansas Legislature.

Don Scheibler, Chief of Police, informed the Commissioners of notable changes to the documents for 2016.

At the September 22, 2016 Commission meeting, Commissioners will be asked to approve the ordinances adopting the 2016 revised versions of the UPOC and STO.

Update on the Hays Fire Department/Ellis County Fire Department Automatic Aid Trial Program

Gary Brown, Fire Chief, has been working with the newly-appointed Ellis County Fire Chief and Emergency Manager, Darin Myers, on instituting an Automatic Aid Trial Program. The two Chiefs are ready to move forward with the program, and Chief Brown updated the Commission on the planned operation.

In an automatic aid program, the fire departments work and train together on a more regular basis. This should result in better teamwork and a more efficient and cost effective sharing of firefighters and fire trucks to better protect the entire community.

Chief Brown explained that in the automatic aid program, the Ellis County Fire Department (ECFD) will respond with one fire truck and crew into the city on the first alarm for all reported building fires. It is anticipated the ECFD will respond to assist the Hays Fire Department (HFD) about 70 times per year. The HFD will automatically send one fire truck and crew into a limited area surrounding the city for reported building fires about five times per year.

The program is to begin on January 1, 2017. A joint training program has begun to prepare the members of both fire departments to work together. It is also expected that both the city and the rural fire district area included in automatic aid will receive increased credit in their public fire protection rating score.

No action is required by the City Commission as the Fire Chief has the authority, under direction of the City Manager, to institute such a program. City staff feels that this program will be very beneficial to the City of Hays as well as Ellis County.

Sandblasting and Painting of the East Primary Clarifier

Jeff Crispin, Assistant Director of Utilities, reported that the east primary basin at the Water Treatment Plant requires sandblasting and painting of metal surfaces to preserve the integrity of metal surfaces against rust. After years of submersion in water, the paint coatings are failing to protect the metal parts. Maintenance staff drains, power washes, and cleans all surfaces yearly on all basins.

Four proposals were received with D.E.M. Enterprises LLC of Wichita, Kansas submitting the low bid in the amount of \$55,000.

At the September 22, 2016 Commission meeting, Commissioners will be asked to authorize the City Manager to enter into an agreement with D.E.M

Enterprises LLC. to perform sandblasting and painting of the east primary clarifier at a price of \$55,000 to be funded from the Water Fund Capital Reserves.

Other Items for Discussion

City Manager, Toby Dougherty, reported that the R-9 Ranch Development Group met with the Division of Water Resources in Manhattan, Kansas regarding the transfer of water from the R-9 Ranch to Hays. He provided a brief update to the Commission on the progress. He stated the meeting was very productive and another meeting is scheduled for October 6, 2016.

The work session was adjourned at 7:07 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Commission Work Session Agenda

Memo

From: Kim Rupp, Director of Finance

Work Session: October 20, 2016

Subject: Review petition and application for Community Improvement Districts to Incentivize a Town Place Suites Hotel Project at I-70 and Vine Street

Person(s) Responsible: Kim Rupp, Director of Finance

Summary

Hays Extended Stay Hotel Partners LP submitted to the Ellis County Economic Development Coalition petitions to create two separate Community Improvement Districts (CIDs), an application for economic development incentives, a cost benefit analysis and the required application fee. Per the City's Economic Development Policy, the attached Term Sheet has been prepared for review by the Commission.

Each CID district would impose a 1% tax for 22 years. It is estimated the CID districts could generate \$2.1M in revenues.

All materials have been reviewed by the City's special legal counsel, Gina Riekhof, Gilmore & Bell, P.C. and are found to meet all the requirements of Kansas law and the City's Economic Development Policy. Staff recommends the commission set a public hearing by resolution to create the two CIDs.

Background

The City's Economic Development Policy allows for petitions to create Community Improvement Districts if certain criteria are met. Currently there are two community improvement districts in place: the Holiday Inn Express and Big Creek Crossing. Hays Extended Stay Hotel Partners LP has purchased a parcel of property in the vicinity of Home Depot in hopes of constructing a Town Place Suites hotel.

Discussion

The Developer seeks incentives related to construction of an approximately 41,000 square foot Town Place Suites hotel featuring 80 rooms (+/-), to be located at the northeast corner of the intersection of I-70 and Vine Street (Highway 183), immediately east of the Best Western, north of the Hampton Inn, and south of the JT Travel Plaza that is currently under construction.

Two separate CID petitions have been submitted; one petition seeks to impose a 1% CID sales tax on only the hotel property, and a second petition seeks to impose an additional 1% CID sales tax on the hotel property and the JT Travel Plaza property.

If approved, the total sales tax at the Travel Plaza would be 10.5%, and the total sales tax at the Hotel would be 16.5%.

The commission will need to determine whether the project meets the general incentive standards in Section 1 of the City's Economic Development Policy. A copy of the policy is attached. All general aspects of Section 10 regarding CIDs in the Policy have been met.

Once the hearing is held, the Commission would then consider ordinances to formally establish the CIDs and impose the CID sales tax. The ordinance would also approve a Development Agreement that specifies all of the terms and conditions of the project, including the eligible and ineligible costs and terms under which the Developer would be reimbursed for eligible costs.

Legal Consideration

Bond counsel, Gina Riekhof, Gilmore & Bell P.C. has reviewed all the documentation submitted. The owners have signed the petitions and all other aspects of it comply with the requirements of K.S.A. 12-6a26 and are valid petitions for a CID under Kansas law.

The City Attorney has reviewed the attached documentation, and based upon the fact that bond counsel has reviewed all documents, there are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The petition asks for reimbursement of up to \$1,733,318 of CID eligible costs, plus the City's administrative costs and Developer's actual cost of interest on any financing at a rate not to exceed 7.0%. It is estimated the CIDs will generate \$2,141,901 during the 22 year lifespan. The application fee of \$1000 and the deposit of \$5000 have been paid by Hays Extended Stay Hotel Partners LP to the Coalition. The \$5000 is retained to pay for the City's out of pocket costs associated with the City's review of the application including costs of legal counsel. The Policy provides that if these costs incurred exceed the fee collected, the applicant will reimburse the City for the additional costs.

Options

The City Commission has the following options:

- Move the petitions forward by approving a resolution setting a hearing date on the creation of the CIDs
- Decline the petitions for the CIDs
- Provide other direction to city staff

Recommendation

Move the petitions forward by approving a resolution setting a hearing date on the creation of the CIDs.

Action Requested

Move the petitions forward by approving a resolution setting a hearing date on the creation of the CIDs.

Supporting Documentation

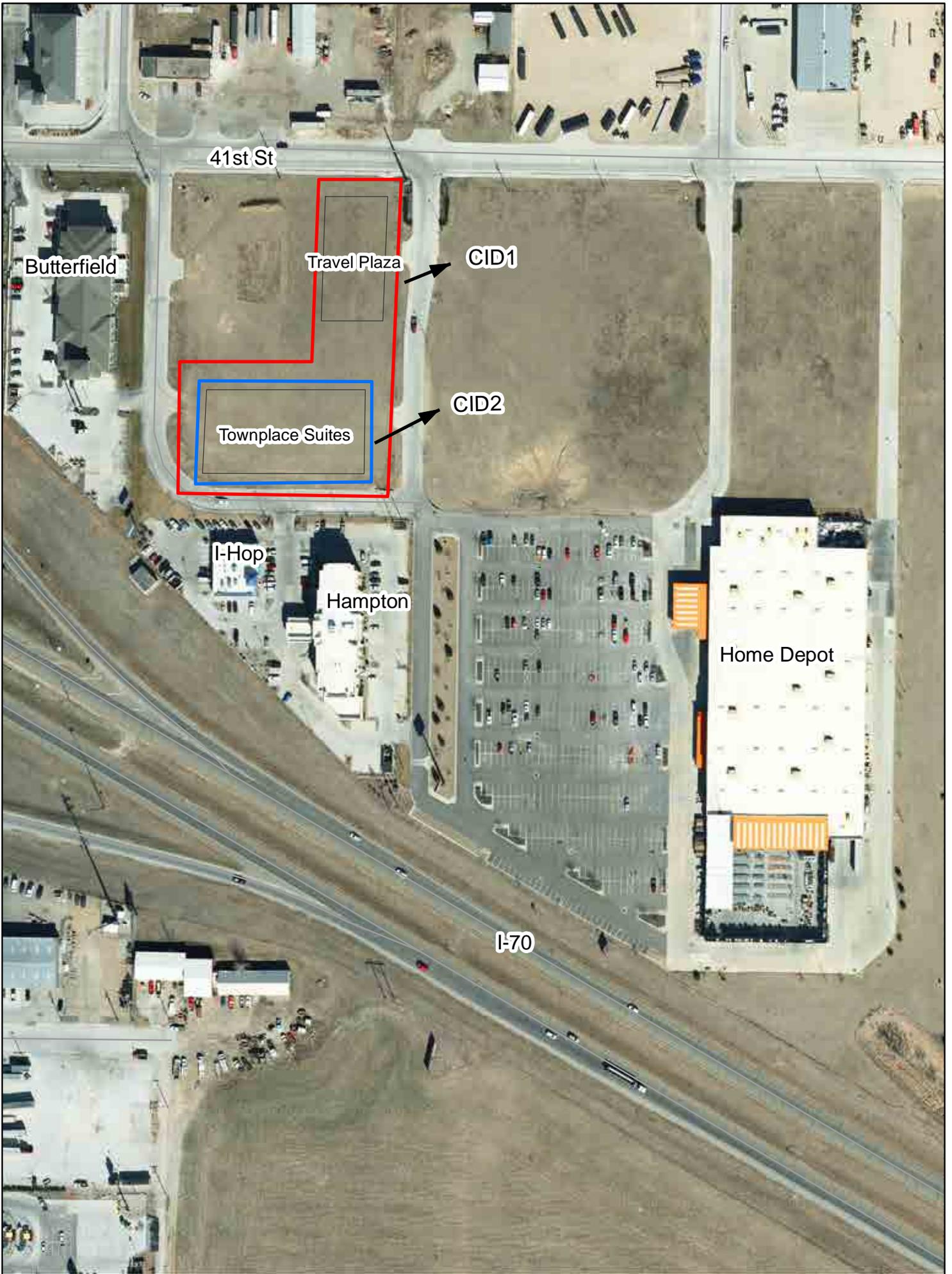
Map of CID1 & CID2 areas

Term Sheet

Petitions and application package from Hays Extended Stay Hotel Partners LP

Resolution

City of Hays Economic Development Policy



CITY OF HAYS, KANSAS

PROJECT OVERVIEW AND SUMMARY OF ECONOMIC DEVELOPMENT INCENTIVES REQUEST

Extended Stay Hotel & Travel Plaza Project
Developer: Hays Extended Stay Hotel Partners, LP

October 11, 2016

The Proposed Project

The proposed project involves development of approximately 2.54 acres located northeast of the intersection of I-70 and Vine Street (Highway 183), which is inside the City limits. The City has received an application for economic development incentives, which is attached as **Exhibit A** (the “**Convenience and Hotel Application**”). The area proposed for development is shown on the maps attached as Exhibits I and I-1 to the Convenience and Hotel Application.

The development is proposed to be divided into two separate projects. The first project is shown on Exhibit I to the Convenience and Hotel Application (referred to in this summary as the “**Hotel Project**”) and involves construction of a 41,000 square foot extended stay hotel featuring 80 rooms (+/-), to be located on approximately 1.69 acres at the northeast corner of I-70 and Vine Street (Highway 183) immediately south of the Convenience Store Project. The developer of the Hotel Project is Hays Extended Stay Hotel Partners, LP.

The second project is shown on Exhibit I-1 to the Convenience and Hotel Application (referred to in this summary as the “**Convenience Store Project**”) and involves construction of a 5,400 square foot convenience store, to be located on approximately .85 acres at the northeast corner of I-70 and Highway 183. The developer of the Convenience Store Project is JT Travel Plaza, LLC. JT Travel Plaza, LLC is not asking for any incentives, and will not be the beneficiary of any incentives requested under the Convenience and Hotel Application.

Estimated Total Investment

The estimated cost of each of the projects is as follows:

1. Hotel Project = \$9,640,925
2. The estimated cost of the Convenience Store Project is not included because JT Travel Plaza, LLC will not be the beneficiary of any incentives.

Proposed Method of Financing/Requested Economic Development Incentives

The Developer has proposed the use of two separate community improvement districts, each imposing a sales tax of 1.0%, as further described below:

1. **Convenience Store Project and Hotel Project** – The first CID would be formed on the Convenience Store Project and Hotel Project properties. The CID would impose a 1.0% CID sales tax on the two properties and the CID sales tax revenues would be used to reimburse the Developer of the Hotel Project on a pay-as-you-go basis for CID-eligible expenses.

Based on current project cost estimates, it is estimated that approximately \$1,733,318 of the total costs of the Hotel Project are CID-eligible expenses under State law and the City’s Economic Development Policy. It is estimated that the CID sales tax would generate approximately \$1,556,042 to fund CID-eligible expenses for the Hotel Project over the 22 year life of the CID.

The CID Petition for the 1.0% sales tax on the Convenience Store Project and the Hotel Project is attached as **Exhibit B**.

2. **Hotel Project** - A second CID would be formed on the Hotel Project property only. The CID would impose an additional 1.0% CID sales tax on the Hotel Project property and the CID sales tax revenues would be used to reimburse the Developer of the Hotel Project on a pay-as-you-go basis for CID-eligible expenses.

Based on current project cost estimates, it is estimated that approximately \$1,733,318 of the total costs of the Hotel Project are CID-eligible expenses under State law and the City’s Economic Development Policy. It is estimated that the CID sales tax would generate approximately \$585,859 to fund CID-eligible expenses over the 22 year life of the CID.

The CID Petition for the 1.0% sales tax on the Hotel Project is attached as **Exhibit C**.

The ultimate impact of the combined CID Petitions would be to impose an additional 1.0% CID sales tax on taxable sales at the convenience store, and 2.0% CID sales tax on taxable sales at the hotel.

The Developer has requested that the City Commission authorize staff to negotiate a development agreement to provide for the formation of the two CIDs under the requirements and restrictions set forth in the Petitions and the City’s Economic Development Policy. The proposed development agreement would provide that, even if CID sales tax revenues from either of the proposed CIDs exceed expectations, the Developer would not be reimbursed from the two CIDs combined for more than \$1,733,318, plus the City’s administrative costs and plus the Developer’s actual costs of interest on any financing at a rate not to exceed 7.00% per annum.

Benefits to the City

The creation of the two proposed CIDs will further the purposes set forth in the City’s Economic Development Policy of encouraging economic activity and the creation of jobs, thereby broadening its sales and property tax base and improving the quality of life for its citizens. The Policy is meant to encourage businesses that will provide additional sales tax revenues to the City.

Proposed Timeline

The proposed timeline for consideration of the two CIDs is as follows:

- October 20 City Commission work session to present application, petitions, and term sheet
- October 27 City Commission meeting to consider resolution calling public hearing
- October 28/
November 4 Publish resolution and give notice to property owners
- November 2 Final Drafts of Development Agreement and CID Ordinances to City
- November 22 Public hearings on creation of CIDs
- November 22 City Commission considers Ordinances creating CIDs and Development Agreement

EXHIBIT A

CONVENIENCE AND HOTEL APPLICATION FOR ECONOMIC INCENTIVES

(see attached)

**CITY OF HAYS
APPLICATION FOR ECONOMIC INCENTIVES**

I. GENERAL INFORMATION

1. Name of Applicant: *Hays Extended Stay Hotel Partners LP* **Date of Request:** _____

2. Local Address: *4000 General Hays Rd
Lots 6 and 7, The Home Depot Addition,
a subdivision located in Ellis County, Hays, KS
according to the recorded plat thereof* **Telephone Number:** *816-781-2520*
Fax Number: *816-781-6316*
E-Mail Address: *jsharp@fergprop.com
fergy65@gmail.com*

Headquarters Address *1 Victory Drive, Suite 200
Liberty, MO 64068* **Telephone Number:** *816-781-2520*
Fax Number: *816-781-6316*
E-Mail Address: *jsharp@fergprop.com*

3. Names and titles of the corporate principal officers and directors including local principal officers and/or management personnel, if known, of the applicant:

*John H. Ferguson
Manager of Ferguson Hotel Development, LLC, the General Partner of the Applicant*

4. How long as the firm been in business?

Hays Extended Stay Hotel Partners, L.P. has been newly formed for the purpose of this Development.

5. Has the applicant or any principal thereof:

Been convicted of any crime other than a traffic violation in the past ten (10) years?

_____ Yes X No

Had Federal or State tax liens filed against them? _____ Yes X No

Had a court judgment rendered against them that remains unpaid? _____ Yes X No

Been declared insolvent, bankrupt or been in receivership? _____ Yes X No

Filed an application for tax abatements or incentives in another community?

 X Yes

 No

A listing of jurisdictions in which affiliates of the Applicant have received economic incentives is attached hereto as Exhibit A.

The name, address and telephone numbers of two banking or credit references:

1. *Corey Minor, Empire Bank, 257 N. Broadway, Wichita, KS (316) 383-8529*
2. *Chris Ryan, Equity Bank, 909 NE Rice Road, Lee's Summit, MO (816) 600-4309*

6. Names and addresses of all persons or firms that will be listed as owner(s) of the property to receive incentives:

*Hays Extended Stay Hotel Partners LP
1 Victory Dr., Suite 200
Liberty, MO 64068*

7. Provide a brief history of your company, including the types of developments completed (for commercial developments, please list names of retailers and service firms):

Ferguson Hotel Development, LLC ("FHD"), a principal of the Applicant, has been involved in hotel development since 2007. The proposed project is the 3rd hotel project developed by FHD, or its affiliates, in Hays, Kansas. The first hotel, a Fairfield Inn, is located at 377 Mopar Drive. The second hotel development by FHD is a Holiday Inn Express located at 4650 Roth Avenue and employs 20 employees. FHD is a preferred developer with the Marriott brand and has received numerous awards from Marriott for its developments and guest satisfaction scores. A comprehensive list of FHD's past hotel projects and achievements is attached hereto as Exhibit E and incorporated herein by this reference.

8. Describe in general terms the legal structure of your business. Specifically indicate how your business is organized (i.e., corporation, partnership, etc.), where the entity is domiciled, ownership, subsidiaries or affiliates and any other information necessary to understand how you are legally organized.

The Applicant, Hays Extended Stay Hotel Partners, L.P., is a Missouri limited partnership. The general partner is FHD. John Ferguson is the Managing Member of FHD.

9. Enclose a copy of your audited financial statements for the past five (5) years.

The Applicant is a newly formed entity for the purposes of this development. Audited financial statements of the operating entity, FHD, have been submitted to the City under separate cover.

- 10. Attach to this application the names, locations and contacts of other governments from which you have received or applied for economic incentives, including but not limited to Tax Increment Financing (TIF), Transportation Development District (TDD) bonds, STAR bonds, tax abatements and/or industrial revenue bonds if applicable.**

_____ Check here if **NOT** applicable.

A listing of jurisdictions in which affiliates of the Applicant have received economic incentives is attached hereto as Exhibit A.

II. NATURE OF THE IMPROVEMENTS

1. Location of improvements:

Hotel CID – Lots 6 and 7, HOME DEPOT ADDITION, Hays, Ellis County, Kansas. A copy of the Hotel CID boundary map is attached hereto as Exhibit I.

CID II – Lots 4, 6 and 7, HOME DEPOT ADDITION, Hays, Ellis County, Kansas. A copy of the CID II boundary map is attached hereto as Exhibit I-1.

A copy of the recorded Plat and the Preliminary Site Plan are attached hereto as Exhibit B.

2. Land to be purchased:

Sq. feet or acres: 1.7 acres

Value/purchase price: \$600,000

The Applicant is the contractual owner of all property located within the Hotel CID. The property located within the CID II is either contractually owned by the Applicant (Lots 6 and 7) or owned by JT Travel Plaza, LLC, a Kansas limited liability company (Lot 4). JT Travel Plaza, LLC has consented to the inclusion of Lot 4, as evidenced by its execution of the CID Petition. It will not receive any reimbursement under the CID II.

3. New construction:

Sq. feet: 41,000 +/- s.f.

Cost: \$9,640,925

Identify Construction:

Construction of a 41,000+/- square foot, 80-room Towneplace Suites Hotel and ancillary improvements.

4. New Machinery and Equipment subject to personal property taxes (include approximate purchase dates and estimated useful life):

Description: *The majority of the equipment and machinery for the Project will be purchased in 2017 and will have a useful life of five to seven years.*

Cost: *Approximately \$1,500,000*

5. Please state the reason for the establishment of the new facility:

Currently, there are no major branded extended stay hotel facilities located in the City. The Applicant believes that a market for this type of amenity exists within the City, and desires to bring this option of lodging to the City, its residents and visitors.

6. What are the approximate starting and completion dates for the project? The completion date is defined as the date you will be ready to utilize the new or expanded facility.

Start Date: November 2016
Completion Date: November 2017

III. PROPOSED USE AND ECONOMIC BENEFIT

1. What type of new or expanded business activity does the applicant propose?

The Applicant proposes the initial construction, development and operation of an 80-room Towneplace Suites by Marriott. Extended stay hotel facilities are not currently available within the City. It is anticipated that the average length of stay within the Project will be three (3) to five (5) nights. The Project will feature studio suites with a full sized kitchen, living space and work space. The Project will also include a business center and fitness center.

The Applicant proposed business activity meets the definition of a "Kansas Basic Industry," as defined by the Economic Development Policy, in that it provides necessary services for the promotion of interstate transactions and tourism activities which are primarily engaged for the purpose of attracting out of state tourists.

2. List the type of retail or service firm to be located in the proposed development (include details of the nature and scope of the operation of the business):

The Project will include a 24-hour market, for the convenience of hotel guests.

3. What percentage of the facility will the applicant occupy? 100%

4. Do any of the proposed retailers or service firms have a product or process that may pose or create an environmental hazard when it is sold, destroyed or discarded?

No

5. Please list all new employees and proposed wages, excluding fringe benefits, by the job titles included in the Annual Wage Survey prepared by the Kansas Department of Human Resources, if possible:

Job Title	# of Positions	Salary	Hourly Rate	Hourly Payroll	Total Payroll
Management					
General Manager	1	\$50,000			
Front Desk Manager	1	\$30,000			
Maintenance Manager	1	\$30,000			
Executive Housekeeper	1	\$30,000			
Technical					
Housekeepers Full-Time	8	40 hrs/week	\$8.50	\$141,440	
Housekeepers Part-Time	3	16 hrs/week	\$8.50	\$21,216	
Front Desk/Night Auditor	4	40 hrs/week	\$9.00	\$74,880	
Front Desk/Night Auditor PT	2	40 hrs/week	\$9.00	\$14,976	
Laundry PT	2	16 hrs/week	\$8.50	\$14,144	

Job Title	# of Positions	Salary	Hourly Rate	Hourly Payroll	Total Payroll
TOTAL – Hotel	23	\$140,000		\$266,656	\$406,656

- 6. What are the employer's share of fringe benefits including health insurance but excluding vacation, holidays, and sick leave, as a percentage of annual salary by employee category? Also indicate the percentage of health insurance cost paid by the employer.**

All full-time employees are eligible for comprehensive health insurance (medical, dental, vision, life) after 90 days of employment. Employees must contribute a to-be-determined portion of their health insurance plan cost.

- 7. Briefly describe your medical, vacation, sick leave and retirement benefits. (Attach any appropriate benefit summary publications if applicable.)**

Sick and Vacation Pay benefits are combined into personal time off ("PTO") and are based on an accrual system calculated on hours worked and length of service. Employees may start using PTO after 90 days of employment.

Full-time employees may participate in the company 401(k) plan after one year of service.

- 8. Provide a breakdown of your annual operating expenses. Indicate the percentage of total annual operating expenses that will be spent locally within Ellis County for each item. For firms planning to newly locate in Ellis County an accurate projection of future annual operating expenses need to be provided.**

Type of Expense	Projected Total (\$ amount)	% Local
Telephone	\$7,500	100%
Electricity	\$43,000	100%
Gas	\$14,500	100%
Water	\$9,050	100%
Waste Water	See above/water	100%
Garbage	\$6,800	100%
Cable	\$12,000	100%

An annualized budget for operating expenses is attached hereto as Exhibit C.

IV. TAX ABATEMENT INFORMATION: N/A

V. OTHER INCENTIVE INFORMATION

- 1. State all incentives being requested within this application:**

The Applicant is requesting approval of a Community Improvement District (the "Hotel CID") which will impose a one percent (1%) sales tax on sales within the property identified on Exhibit I attached hereto and incorporated herein by this reference for a period of up to twenty-two (22) years, or until all eligible costs are reimbursed. Projected CID revenues for the Hotel CID are set forth on Exhibit G. Any reimbursement to the Applicant from the Hotel CID will be made on a pay-as-you-go basis.

The Applicant is also requesting approval of a second Community Improvement District ("CID II"), which will impose a one percent (1%) sales tax on sales within the property identified on Exhibit I-1 attached hereto and incorporated herein by this reference for a period of up to twenty-two (22) years, or until all eligible costs are reimbursed. Projected CID revenues for the CID II are set forth on Exhibit G-1. Any reimbursement to the Applicant from CID II will be made on a pay-as-you-go basis.

2. Provide reasons why economic incentives are necessary for the project:

A projected construction budget for the Project is attached hereto as Exhibit D. With the high development cost demanded with a major branded hotel such as a Marriott Towneplace Suites, it creates a gap of income needed in order to be economically feasible in the City of Hays. Marriott International has design criteria and building guidelines that exceed local code requirements. In order to obtain a well-respected Marriot franchise for a property, the operator must meet the Marriott standard, thus insuring that customers can expect the quality of a Marriott product. While the Applicant believes that the City of Hays would greatly benefit from the concept of an extended stay hotel, development costs for the project make it impossible without a public/private partnership. Without the requested CID, the Applicant would not be able to locate the Project within the City.

3. What improvements or services will need to be provided by the City or County to accommodate this improvement?

The only municipal or County infrastructure services that the Applicant will request will be access to the City water and sewer systems, as well as standard emergency services. It is not anticipated that street modifications will be required as a result of the influx of vehicles resulting from the development of the Project. Vehicles visiting the Project will primarily be passenger vehicles, and it is not anticipated that there will be any extraordinary wear and tear on the current City street improvements as a result of the Project. The Applicant has included a Cost Benefit Analysis for the Hotel CID at Exhibit H and a Cost Benefit Analysis for the CID II at Exhibit H-1.

IV. GENERAL CONDITIONS

The following general conditions are understood and agreed to by the firm receiving economic incentives from the City of Hays:

1. The applicant must agree to and reimburse the City for the costs of any legal, financial or administrative research and work done in reviewing the proposal, preparing other necessary legal documents, and researching the qualifications of the applicant.
2. The applicant will be expected to sign a performance agreement as referenced in Section 13 of the City's Economic Development Policy, as a condition to the granting of any incentive.
3. Prior to the City's approval of any economic incentives, the applicant's proposal and information may require approval from the Kansas Department of Commerce and/or other state agencies.

4. The applicant agrees to provide additional information considered necessary by the City Manager to make a recommendation to the City Commission on granting the economic incentives.
5. Each business receiving economic incentives must complete an annual report by March 1 of each year covering the previous calendar year. Any business that has received an economic incentive shall pay an annual renewal fee of \$100.00.
6. Enclosed is the application fee of \$1,000.00 and a deposit of \$5,000.00, payable to the City of Hays, Kansas. The \$5,000.00 deposit will be retained by the City to pay for the City's out of pocket costs associated with review of this application, as further described in Section 6 (Fee Schedule) of the Economic Development Policy.

The required Supplemental Questionnaire is attached hereto as Exhibit F.

I (we) verify that the above information and assurances made are complete and correct to the best of my (our) knowledge.

HAYS EXTENDED STAY HOTEL PARTNERS, L.P.

By: Ferguson Hotel Development, LLC,
Its General Partner

By: 
John H. Ferguson, Manager


Date

EXHIBIT LIST

Exhibit A	List of Incentive Jurisdictions
Exhibit B	Plat and Preliminary Site Plan
Exhibit C	Annualized Budget for Operating Expenses
Exhibit D	Construction Budget
Exhibit E	Corporate Biography
Exhibit F	Supplemental Questionnaire
Exhibit G	Sales Projections (Hotel CID)
Exhibit G-1	Sales Projections (CID II)
Exhibit H	Cost-Benefit Analysis (Hotel CID)
Exhibit H-1	Cost Benefit Analysis (CID II)
Exhibit I	Boundary Map (Hotel CID)
Exhibit I-1	Boundary Map (CID II)

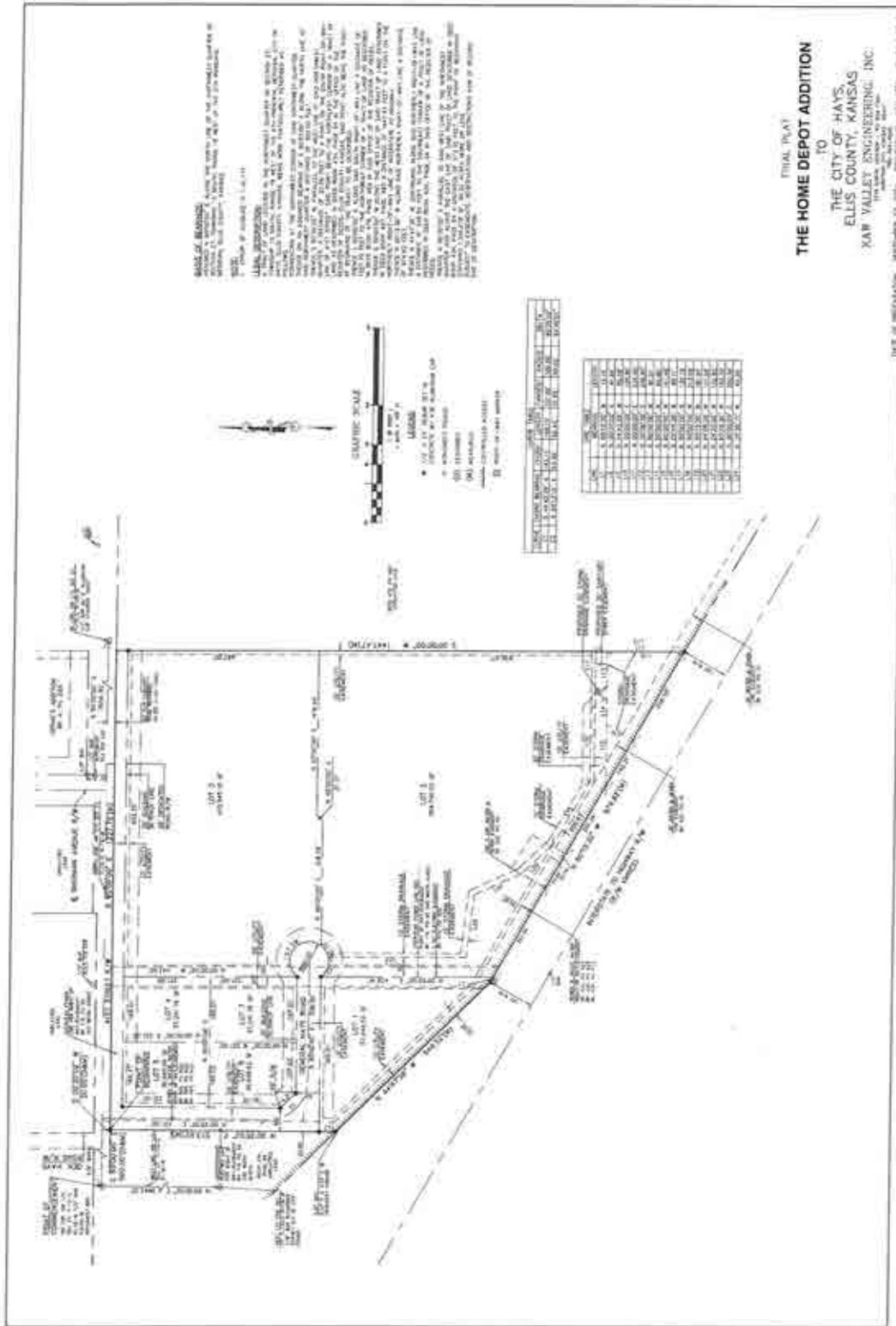
EXHIBIT A
Incentive Jurisdictions

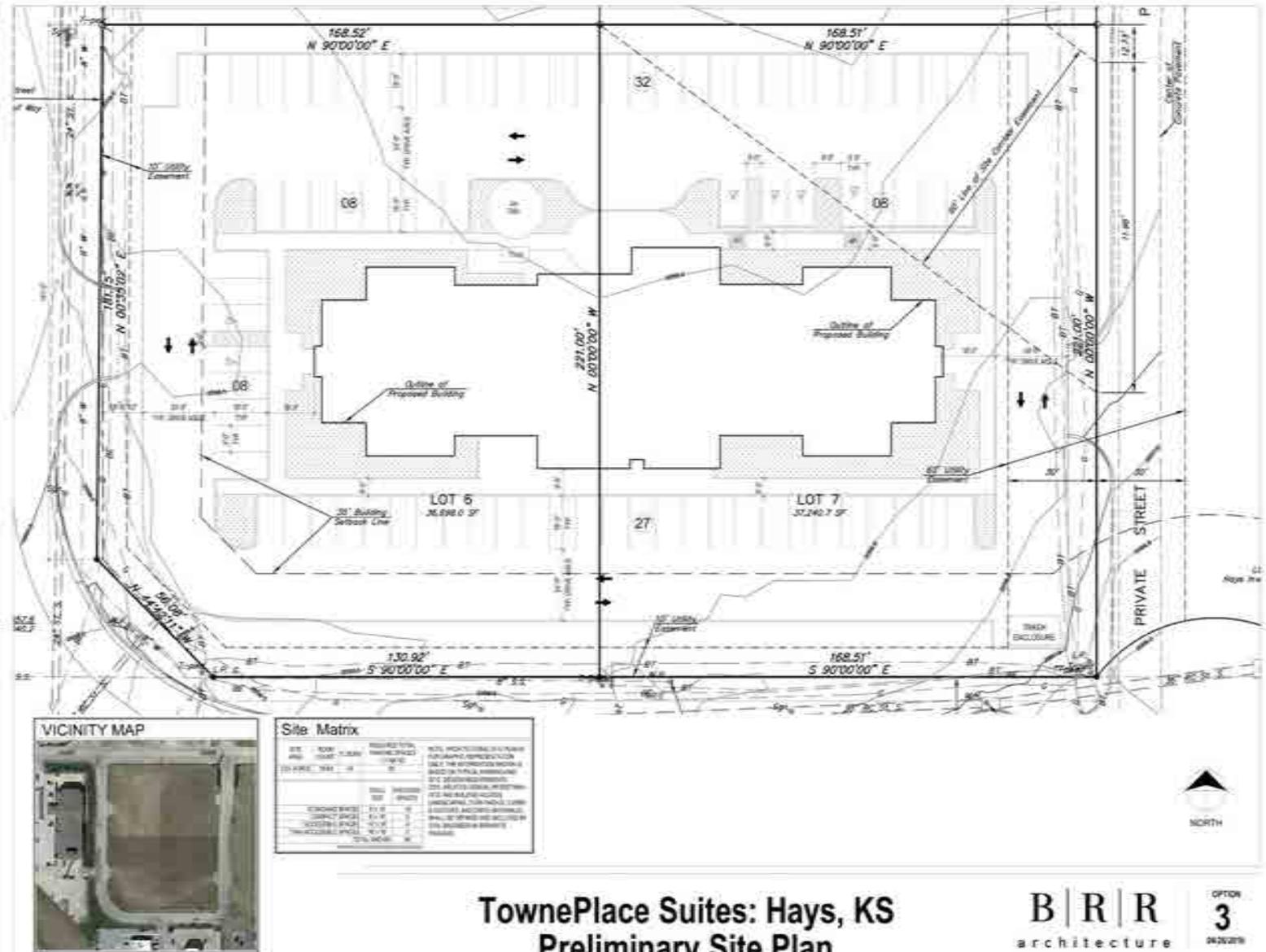
This is the first incentive application made by the Applicant. Affiliates of the Applicant have made application for economic incentives in the following jurisdictions:

- St. Robert, Missouri (Ferguson Hotel Development, LLC)
Tax Increment Financing
194 Eastlawn Avenue, Suite A
St. Robert, Missouri 65584
(573) 451-2000
Attn: City Manager

- Hays, Kansas (Ferguson Hotel Development, LLC)
Community Improvement District
1507 Main Street
Hays, Kansas 67601
Attn: City Manager

EXHIBIT B Plat and Preliminary Site Plan





Site Matrix

ITEM	DESCRIPTION	REMARKS
1	EXISTING BUILDING	TO BE DEMOLISHED
2	PROPOSED BUILDING	NEW CONSTRUCTION
3	PARKING SPACES	AS SHOWN
4	UTILITY EASEMENTS	AS SHOWN
5	SETBACKS	AS SHOWN
6	LANDSCAPING	AS SHOWN
7	ACCESS DRIVE	AS SHOWN
8	TRUCK ENCLOSURE	AS SHOWN
9	STREET LIGHTS	AS SHOWN
10	STREET SIGNAGE	AS SHOWN
11	STREET FURNITURE	AS SHOWN
12	STREET LIGHTS	AS SHOWN
13	STREET SIGNAGE	AS SHOWN
14	STREET FURNITURE	AS SHOWN
15	STREET LIGHTS	AS SHOWN
16	STREET SIGNAGE	AS SHOWN
17	STREET FURNITURE	AS SHOWN
18	STREET LIGHTS	AS SHOWN
19	STREET SIGNAGE	AS SHOWN
20	STREET FURNITURE	AS SHOWN

**TownePlace Suites: Hays, KS
Preliminary Site Plan**



OPTION
3
04/2020

EXHIBIT D
Construction Budget

	<u>Cost</u>	<u>CID Reimbursable</u>
Land	\$ 600,000	\$600,000
Hard Costs	\$6,065,607	
Architect & Engineering	\$ 160,925	\$160,925
Construction Interest	\$ 180,000	\$180,000
Impact Fees	\$ 15,000	
Hotel Franchise Fee	\$ 50,000	
Land Purchase Commission	\$ 36,000	
Legal	\$ 73,000	\$ 73,000
Project Management	\$ 165,000	
Site Work	\$ 481,393	\$481,393
- including earthwork, utilities and paving		
Other Expenses	\$1,161,318	
FF&E	\$1,414,000	
Contingency	\$ 400,000	\$400,000
TOTAL	<u>\$9,640,925</u>	<u>\$1,733,318</u>

SOURCES

	<u>Cost</u>
Equity	\$ 2,410,231.25
Debt Financing	\$ 6,925,916.75
CID Revenues ¹	\$ 304,777.00
TOTAL	<u><u>\$ 9,640,925.00</u></u>

¹ This amount represents the net present value of the CID Revenues, as reflected in the cost-benefit analysis.

EXHIBIT E
Corporate Biography

FERGUSON HOTEL DEVELOPMENT LLC

1 Victory Drive, Suite 200
Liberty, MO 64068
816-781-2520

About the company and the general partner:

- John H Ferguson is the founder and general partner of Ferguson Hotel Development LLC (FHD).
- John is the 17th franchisee for Marriott International starting with his first Marriott Fairfield Inn in Liberty, Missouri in 1989. Since then he has developed and owned multiple hotels consisting of:
 - In 1991, developed and opened a 104-room Fairfield Inn by Marriott in Liberty, MO.
 - In 1998, developed and opened an 80-room Fairfield Inn by Marriott in St. Robert, MO.
 - In 1998, developed and opened a 98-room Fairfield Inn by Marriott in Manhattan, KS.
 - In 1999, developed and opened a new 62-room Fairfield Inn by Marriott in Hays, KS.
 - In 2005, developed and opened a 90-room Hampton Inn & Suites by Hilton in Yuma, AZ.
 - In 2008, developed and opened a new 86-room Fairfield Inn & Suites by Marriott in South Boston, VA.
 - In 2009 John Ferguson formed Ferguson Hotel Development LLC (FHD).
 - In 2010, FHD developed and opened a new 91-room Holiday Inn Express by InterContinental Hotels Group in Hays, KS.
 - In 2012, FHD developed and opened a new 74-room Fairfield Inn and Suites by Marriott in Moscow, ID.
 - In 2014, FHD developed and opened a new 90 room Fairfield Inn and Suites by Marriott in Leavenworth, KS.

- FHD is presently under construction for a new 84 room Fairfield Inn and Suites by Marriott in Moses Lake, WA.
- FHD is presently under design for a new 80 room TownePlace Suites by Marriott in Hays, KS.
- FHD is presently under design for a new 85 room TownePlace Suites by Marriott in Leavenworth, KS.
- **Major awards** given to some of our developed hotels:
 - 2006 Circle of Excellence Award by Hilton – Hampton Inn & Suites Yuma, AZ
 - 2006 Lighthouse Award by Hilton – Hampton Inn & Suites Yuma, AZ
 - 2007 Circle of Excellence Award by Hilton – Hampton Inn & Suites Yuma, AZ
 - 2008 Circle of Excellence Award by Hilton – Hampton Inn & Suites Yuma, AZ
 - 2009 Circle of Excellence Award by Hilton – Hampton Inn & Suites Yuma, AZ
 - 2011 Lighthouse Award by Hilton – Hampton Inn & Suites Yuma, AZ
 - 2015 Opening of the Year by Marriott – Fairfield Inn & Suites Leavenworth, KS
- **Franchise Relationships** - Ferguson Hotel Development has great relationships with the 3 major brands Marriott, Hilton, and IHG. We use these relationships to help secure franchise rights for our developments. These relationships also give us more flexibility to customize the design of our projects where it may be different from the brand's standard prototype and may ultimately help the bottom line.
- **Development & Construction Management**
 - Market research with site selection & acquisition
 - Lender coordination
 - Government compliance and approvals
 - Establishment of available incentives

- Franchisor selection, negotiations, & brand compliance
- Construction supervision
- Design – Exterior & Interior
- FF&E selection, procurement, and installation coordination
- Marriott Awards
 - 2014 Silver Award – Moscow, Idaho
 - 2015 Gold Award – Moscow, Idaho
 - 2010 Silver Award – South Boston, Virginia
 - 2011 Gold Award – South Boston, Virginia
 - 2012 Silver Award – South Boston, Virginia
 - 2013 Diamond General Manager – South Boston, Virginia

EXHIBIT F

**City of Hays
Supplemental Questionnaire**

1. Name of Applicant Firm: *Hays Extended Stay Hotel Partners LP*
2. Firm's SIC Code: _____
3. Description and purpose of the new business or expansion:

The applicant proposes the initial construction, development and operation of an 80-room Towneplace Suites by Marriott. Extended stay hotel facilities are not currently available within the City. It is anticipated that the average length of stay within the Project will be three (3) to five (5) nights. The Project will feature studio suites with full sized kitchen, living space and work space. The Project will also include a business center and fitness center.

Capital Investment

Market or retail value of the new or additional investment:

4. Land	<u>\$600,000</u>
5. Building & Improvements	<u>\$6,546,970</u>
6. Furniture, Fixtures & Equipment	<u>\$1,414,000</u>

Sales and Purchases

Expected sales and purchases due to the expansion: *See proforma attached to the Application as Exhibit C.*

What percentage of sales will be subject to sales tax:

	Sales	Purchases
17. Year 1	<u>100%</u>	<u>100%</u>
18. Year 2	<u>100%</u>	<u>100%</u>
19. Year 3	<u>100%</u>	<u>100%</u>

20. What is the expected percentage of annual net taxable income on which state corporate income tax will be computed?

The Applicant is a limited partnership, and as such will not be responsible for state corporate income tax. Each partner will be individually liable for tax obligations.

Additional Annual Utility Expenditures due to the Expansion

It is anticipated that to service the 80 room hotel Project, required water would average approximately 24,184 cubic feet per month (806 cubic feet per day). Peak usage is expected in

July and is anticipated to be approximately 33,715 cubic feet per month (1,124 cubic feet per day).

New Employees due to Expansion

It is anticipated that new development will create twenty three (23) new jobs.

New Construction

		<u>Initial Construction</u>
40.	Total Construction Cost	<u>\$9,640,925</u>
41.	Construction Profit Percentage	<u>4.5%</u>

Construction Materials Purchased

		<u>Initial Construction</u>
42.	In the State	<u>\$2,500,000</u>
43.	In the County	<u>\$1,200,000</u>
44.	In the City	<u>\$800,000</u>

Cost of Furniture, Fixtures, & Equipment Purchased

		<u>Initial Construction</u>
45.	In the State	<u>\$100,000</u>
46.	In the County	<u>\$20,000</u>
47.	In the City	<u>\$20,000</u>

Construction Workers and Salaries

		<u>Initial Construction</u>
48.	No. of construction workers	<u>175</u>
49.	Total salary paid average workers	<u>\$11,000</u>
50.	Total construction salaries	<u>\$1,915,000</u>
51.	Household size of average worker	<u>4</u>

Visitors due to the Expansion

		<u>Out-of-town visitors expected</u>
52.	Year 1	<u>18,000+</u>
53.	Year 2	<u>18,500+</u>
54.	Year 3	<u>19,000+</u>
55.	Year 4	<u>20,000+</u>
56.	Year 5	<u>20,000+</u>
57.	Year 6	<u>20,000+</u>

Out-of-town visitors expected

58.	Year 7	<u>20,000+</u>
59.	Year 8	<u>20,000+</u>
60.	Year 9	<u>20,000+</u>
61.	Year 10	<u>20,000+</u>

3-5

62. How many days will an average visitor to your firm be expected to stay in the area?

3-5

63. How many nights will a visitor to your firm be expected to stay overnight in city hotels or motels?

3-5

64. How many nights will a visitor to your firm be expected to stay overnight anywhere in the country?

*Remainder of page intentionally left blank.
Economic Development Worksheet to follow.*

Firm's Name: *Hays Extended Stay Hotel Partners LP*

Extraordinary Payments the Firm will Make

	To the City	To the County	To the State
65. Construction Period	<i>None</i>	<i>None</i>	<i>None</i>
66. Year 1	<i>None</i>	<i>None</i>	<i>None</i>
67. Year 2	<i>None</i>	<i>None</i>	<i>None</i>
68. Year 3	<i>None</i>	<i>None</i>	<i>None</i>
69. Year 4	<i>None</i>	<i>None</i>	<i>None</i>
70. Year 5	<i>None</i>	<i>None</i>	<i>None</i>
71. Year 6	<i>None</i>	<i>None</i>	<i>None</i>
72. Year 7	<i>None</i>	<i>None</i>	<i>None</i>
73. Year 8	<i>None</i>	<i>None</i>	<i>None</i>
74. Year 9	<i>None</i>	<i>None</i>	<i>None</i>
75. Year 10	<i>None</i>	<i>None</i>	<i>None</i>

Extra Costs to Provide Infrastructure and/or Services

	To the City	To the County	To the State
76. Construction Period	<i>None</i>	<i>None</i>	<i>None</i>
77. Year 1	<i>None</i>	<i>None</i>	<i>None</i>
78. Year 2	<i>None</i>	<i>None</i>	<i>None</i>
79. Year 3	<i>None</i>	<i>None</i>	<i>None</i>
80. Year 4	<i>None</i>	<i>None</i>	<i>None</i>
81. Year 5	<i>None</i>	<i>None</i>	<i>None</i>
82. Year 6	<i>None</i>	<i>None</i>	<i>None</i>
83. Year 7	<i>None</i>	<i>None</i>	<i>None</i>
84. Year 8	<i>None</i>	<i>None</i>	<i>None</i>
85. Year 9	<i>None</i>	<i>None</i>	<i>None</i>
86. Year 10	<i>None</i>	<i>None</i>	<i>None</i>

Where New Employees Live

As a Percentage of the
Total Number of New
Employees

<i>100%</i>	87. In the city
<i>100%</i>	88. In the school district where the firm is located
<i>100%</i>	89. In the county
<i>100%</i>	90. In the region

Where New Employees Shop

Percent of Shopping

<u>90%</u>	91. In Kansas
<u>75%</u>	92. In the County
<u>75%</u>	93. In the City

New Employee Housing and Schools

<u>3</u>	94. Household size of a typical new employee
<u>1</u>	95. School age children in household of a typical new employee
<u>25%</u>	96. Percentage of new employees moving to the community for whom new housing will be required

Indirect New Employees

As a Percentage of the
Total Number of New
Employees

<u>10%</u>	97. Moving to the county
<u>0%</u>	98. Of those, moving from out-of-state

Construction Workers

Where are construction workers expected to spend their salaries?

<u>90%</u>	99. In the State of Kansas
<u>95%</u>	100. In the County
<u>95%</u>	101. In the City

Visitors Spending

	In the County	Of that, in the City
102. Daily retail spending by a visitor, excluding lodging	<u>\$60</u>	<u>\$60</u>
103. Average daily hotel/motel room rates	<u>\$80</u>	<u>\$80</u>

EXHIBIT G
Sales Projections (Hotel CID)

Hotel CID Projections

CID YEAR		PROJECTED SALES	CID REVENUE*
1	2017	\$ 1,934,372	\$ 19,344
2	2018	\$ 2,089,121	\$ 20,891
3	2019	\$ 2,190,095	\$ 21,901
4	2020	\$ 2,264,085	\$ 22,641
5	2021	\$ 2,340,158	\$ 23,402
6	2022	\$ 2,386,962	\$ 23,870
7	2023	\$ 2,434,701	\$ 24,347
8	2024	\$ 2,483,395	\$ 24,834
9	2025	\$ 2,533,063	\$ 25,331
10	2026	\$ 2,583,724	\$ 25,837
11	2027	\$ 2,635,398	\$ 26,354
12	2028	\$ 2,688,106	\$ 26,881
13	2029	\$ 2,741,869	\$ 27,419
14	2030	\$ 2,796,706	\$ 27,967
15	2031	\$ 2,852,640	\$ 28,526
16	2032	\$ 2,909,693	\$ 29,097
17	2033	\$ 2,967,887	\$ 29,679
18	2034	\$ 3,027,244	\$ 30,272
19	2035	\$ 3,087,789	\$ 30,878
20	2036	\$ 3,149,545	\$ 31,495
21	2037	\$ 3,212,536	\$ 32,125
22	2038	\$ 3,276,787	\$ 32,768
TOTAL 22 YEARS		\$ 58,585,876	\$ 585,859
NPV OF 22 YEARS		\$27,765,362	\$ 277,654
		NPV Rate	7.00%

* This assumes gross collections, which does not include any state or city fees for collection.

ASSUMPTIONS	
Average Daily Rate	97.42
Occupancy Yr 1	68%
Occupancy Yr 2	72%
Occupancy Yr 3	74%
Occupancy Yr 4	75%
Occupancy Yr 5-22	76%
Number of Rooms	80
Room Rate Increase/Yr	2%
CID Sales Tax Rate	1%

706108.XLS

EXHIBIT G-1
Sales Projections (CID II)

Convenience Store Projections

CID YEAR		PROJECTED SALES	CID REVENUE*
1	2017	\$ 5,700,000	\$ 57,000
2	2018	\$ 5,814,000	\$ 58,140
3	2019	\$ 5,930,280	\$ 59,303
4	2020	\$ 6,048,886	\$ 60,489
5	2021	\$ 6,169,863	\$ 61,699
6	2022	\$ 6,293,261	\$ 62,933
7	2023	\$ 6,419,126	\$ 64,191
8	2024	\$ 6,547,508	\$ 65,475
9	2025	\$ 6,678,458	\$ 66,785
10	2026	\$ 6,812,028	\$ 68,120
11	2027	\$ 6,948,268	\$ 69,483
12	2028	\$ 7,087,234	\$ 70,872
13	2029	\$ 7,228,978	\$ 72,290
14	2030	\$ 7,373,558	\$ 73,736
15	2031	\$ 7,521,029	\$ 75,210
16	2032	\$ 7,671,450	\$ 76,714
17	2033	\$ 7,824,879	\$ 78,249
18	2034	\$ 7,981,376	\$ 79,814
19	2035	\$ 8,141,004	\$ 81,410
20	2036	\$ 8,303,824	\$ 83,038
21	2037	\$ 8,469,900	\$ 84,699
22	2038	\$ 8,639,298	\$ 86,393
TOTAL 22 YEARS		\$ 155,604,206	\$ 1,556,042
NPV OF 22 YEARS		\$74,219,932	\$ 742,199
		NPV Rate	7.00%

* This assumes gross collections, which does not include any state or city fees for collection.

706108.XLS

EXHIBIT H
Cost Benefit Analysis (Hotel CID)

Attached

Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Summary)

New Tax Revenue Generated By Project	Real Estate Taxes	Sales Taxes	Total
City of Hays	832,642	8,011,322	8,843,965
Unified School District 489	1,519,497	0	1,519,497
Ellis County	1,222,954	299,029	1,521,983
State of Kansas	50,019	5,734,658	5,784,677
Hays TDD	0	445,544	445,544
Hays Extended Stay Hotel Partners CID	0	585,859	585,859
Recreation	129,915	0	129,915
Total	3,755,027	15,076,413	18,831,440

Notes

1. These revenue projections contain forward-looking statements, which are subject to a number of risks and uncertainties beyond the developer's control. All costs are estimates and subject to change.
2. Maximum CID term is 22 years. K.S.A. 12-6a26 et seq. These projections assume a 22-year CID term.

Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Summary of Tax Revenue Benefits to Taxing Districts With and Without Project)

	Taxes With Project	Taxes No Project	Benefit Of Project
Real Property Tax Revenue			
City of Hays	939,019	106,377	832,642
Unified School District 489	1,713,626	194,128	1,519,497
Ellis County	1,379,196	156,242	1,222,954
State of Kansas	56,409	6,390	50,019
Recreation	146,513	16,598	129,915

Sales Tax Revenue			
City of Hays	8,011,322	0	8,011,322
Ellis County	299,029	0	299,029
State of Kansas	5,734,658	0	5,734,658
Hays TDD	445,544	0	445,544
Hays Extended Stay Hotel Partners CID	585,859	0	585,859

*Does not include increased sales taxes for construction materials from convenience store.

	Taxes With Project	Taxes No Project	Benefit Of Project
Real Property and Sales Tax Revenue			
City of Hays	8,950,341	106,377	8,843,965
Unified School District 489	1,713,626	194,128	1,519,497
Ellis County	1,678,226	156,242	1,521,983
State of Kansas	5,791,067	6,390	5,784,677
Recreation	146,513	16,598	129,915
Hays TDD	445,544	0	445,544
Hays Extended Stay Hotel Partners CID	585,859	0	585,859

Total Tax Revenue			
All Taxing Districts	19,311,176	479,736	18,831,440

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)**

Real Property Tax Revenues

Year	Assessed Value	City	School	County	State	Recreation
		2.4970%	4.5568%	3.6675%	0.1500%	0.0396%
1	193,645	4,835	8,824	7,102	290	754
2	193,645	4,835	8,824	7,102	290	754
3	193,645	4,835	8,824	7,102	290	754
4	193,645	4,835	8,824	7,102	290	754
5	193,645	4,835	8,824	7,102	290	754
6	193,645	4,835	8,824	7,102	290	754
7	193,645	4,835	8,824	7,102	290	754
8	193,645	4,835	8,824	7,102	290	754
9	193,645	4,835	8,824	7,102	290	754
10	193,645	4,835	8,824	7,102	290	754
11	193,645	4,835	8,824	7,102	290	754
12	193,645	4,835	8,824	7,102	290	754
13	193,645	4,835	8,824	7,102	290	754
14	193,645	4,835	8,824	7,102	290	754
15	193,645	4,835	8,824	7,102	290	754
16	193,645	4,835	8,824	7,102	290	754
17	193,645	4,835	8,824	7,102	290	754
18	193,645	4,835	8,824	7,102	290	754
19	193,645	4,835	8,824	7,102	290	754
20	193,645	4,835	8,824	7,102	290	754
21	193,645	4,835	8,824	7,102	290	754
22	193,645	4,835	8,824	7,102	290	754
Total		106,377	194,128	156,242	6,390	16,598

{33138 / 68376; 704863.2 }

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)**

Sales Tax Revenues - Project Sales

Year	Hotel Room Rental	City - Hotel 0.650%	County - State - Hotel 0.500%	Hays JDD 0.750%	New CID 1.000%
1	0	0	0	0	0
2	0	0	0	0	0
3	0	0	0	0	0
4	0	0	0	0	0
5	0	0	0	0	0
6	0	0	0	0	0
7	0	0	0	0	0
8	0	0	0	0	0
9	0	0	0	0	0
10	0	0	0	0	0
11	0	0	0	0	0
12	0	0	0	0	0
13	0	0	0	0	0
14	0	0	0	0	0
15	0	0	0	0	0
16	0	0	0	0	0
17	0	0	0	0	0
18	0	0	0	0	0
19	0	0	0	0	0
20	0	0	0	0	0
21	0	0	0	0	0
22	0	0	0	0	0
		0	0	0	0

Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)

Sales Tax Revenues - Construction Material Purchases								Total
Year	In-City Purchases	In-State Purchases	City (750%)	County (500%)	Hays IDD (1750%)	New CID (1000%)	State (6500%)	All Districts
1	0	0	0	0	0	0	0	21,806
2	0	0	0	0	0	0	0	21,806
3	0	0	0	0	0	0	0	21,806
4	0	0	0	0	0	0	0	21,806
5	0	0	0	0	0	0	0	21,806
6	0	0	0	0	0	0	0	21,806
7	0	0	0	0	0	0	0	21,806
8	0	0	0	0	0	0	0	21,806
9	0	0	0	0	0	0	0	21,806
10	0	0	0	0	0	0	0	21,806
11	0	0	0	0	0	0	0	21,806
12	0	0	0	0	0	0	0	21,806
13	0	0	0	0	0	0	0	21,806
14	0	0	0	0	0	0	0	21,806
15	0	0	0	0	0	0	0	21,806
16	0	0	0	0	0	0	0	21,806
17	0	0	0	0	0	0	0	21,806
18	0	0	0	0	0	0	0	21,806
19	0	0	0	0	0	0	0	21,806
20	0	0	0	0	0	0	0	21,806
21	0	0	0	0	0	0	0	21,806
22	0	0	0	0	0	0	0	21,806
		Total	0	0	0	0	0	479,736

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Real Property Tax Revenues

Year	Post-Redevelopment Assessed Value	City	School	County	State	Retention
		2,497.0%	4,556.8%	3,697.0%	0,150.0%	0,289.0%
1	1,377,557	34,398	62,773	90,522	2,066	5,367
2	1,405,108	35,086	64,028	91,532	2,108	5,474
3	1,433,210	35,787	65,309	92,563	2,150	5,584
4	1,461,874	36,503	66,615	93,614	2,193	5,695
5	1,491,112	37,233	67,947	94,687	2,237	5,809
6	1,520,934	37,978	69,306	95,780	2,281	5,926
7	1,551,353	38,737	70,692	96,896	2,327	6,044
8	1,582,380	39,512	72,106	98,034	2,374	6,165
9	1,614,027	40,302	73,548	99,194	2,421	6,288
10	1,646,308	41,108	75,019	100,378	2,469	6,414
11	1,679,234	41,930	76,519	101,586	2,519	6,542
12	1,712,819	42,769	78,050	102,818	2,569	6,673
13	1,747,075	43,624	79,611	104,074	2,621	6,807
14	1,782,017	44,497	81,203	105,355	2,673	6,943
15	1,817,657	45,387	82,827	106,663	2,726	7,082
16	1,854,010	46,295	84,484	107,996	2,781	7,223
17	1,891,090	47,221	86,173	109,356	2,837	7,368
18	1,928,912	48,165	87,897	110,743	2,893	7,515
19	1,967,490	49,128	89,655	112,158	2,951	7,665
20	2,006,840	50,111	91,448	113,601	3,010	7,819
21	2,046,977	51,113	93,277	115,073	3,070	7,975
22	2,087,917	52,135	95,142	116,574	3,132	8,135
Total		939,019	1,713,626	1,379,196	56,499	146,513

{33138 / 68376; 704863.2 }

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Sales Tax Revenues - Project Sales

Hotel Year	Room Rental	City - Hotel 6.50%	County 0.500%	State 6.500%	Hays IDH 0.750%	New CID 1.000%
1	1,934,372	128,636	9,672	125,734	14,508	19,344
2	2,089,121	138,927	10,446	135,793	15,668	20,891
3	2,190,095	145,641	10,950	142,356	16,426	21,901
4	2,264,085	150,562	11,320	147,166	16,981	22,641
5	2,340,158	155,621	11,701	152,110	17,551	23,402
6	2,386,962	158,733	11,935	155,153	17,902	23,870
7	2,434,701	161,908	12,174	158,256	18,260	24,347
8	2,483,395	165,146	12,417	161,421	18,625	24,834
9	2,533,063	168,449	12,665	164,649	18,998	25,331
10	2,583,724	171,818	12,919	167,942	19,378	25,837
11	2,635,398	175,254	13,177	171,301	19,765	26,354
12	2,688,106	178,759	13,441	174,727	20,161	26,881
13	2,741,869	182,334	13,709	178,221	20,564	27,419
14	2,796,706	185,981	13,984	181,786	20,975	27,967
15	2,852,640	189,701	14,263	185,422	21,395	28,526
16	2,909,693	193,495	14,548	189,130	21,823	29,097
17	2,967,887	197,364	14,839	192,913	22,259	29,679
18	3,027,244	201,312	15,136	196,771	22,704	30,272
19	3,087,789	205,338	15,439	200,706	23,158	30,878
20	3,149,545	209,445	15,748	204,720	23,622	31,495
21	3,212,536	213,634	16,063	208,815	24,094	32,125
22	3,276,787	217,906	16,384	212,991	24,576	32,768
		3,895,961	292,929	3,808,082	439,394	585,859
					NPV	\$277,653.62

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Sales Tax Revenues - Construction Material Purchases									Total
Year	In-City Purchases	In-County Purchases	In-State Purchases	City 1.550%	County 0.5000%	Hays IDB 0.750%	New CID 1.000%	State 6.500%	All Districts
1	820,000	1,220,000	2,600,000	14,350	6,100	6,150	0	169,000	842,056
2	0	0	0	0	0	0	0	0	688,865
3	0	0	0	0	0	0	0	0	717,677
4	0	0	0	0	0	0	0	0	739,698
5	0	0	0	0	0	0	0	0	762,313
6	0	0	0	0	0	0	0	0	777,559
7	0	0	0	0	0	0	0	0	793,110
8	0	0	0	0	0	0	0	0	808,972
9	0	0	0	0	0	0	0	0	825,152
10	0	0	0	0	0	0	0	0	841,655
11	0	0	0	0	0	0	0	0	858,488
12	0	0	0	0	0	0	0	0	875,658
13	0	0	0	0	0	0	0	0	893,171
14	0	0	0	0	0	0	0	0	911,034
15	0	0	0	0	0	0	0	0	929,255
16	0	0	0	0	0	0	0	0	947,840
17	0	0	0	0	0	0	0	0	966,797
18	0	0	0	0	0	0	0	0	986,133
19	0	0	0	0	0	0	0	0	1,005,856
20	0	0	0	0	0	0	0	0	1,025,973
21	0	0	0	0	0	0	0	0	1,046,492
22	0	0	0	0	0	0	0	0	1,067,422
Total				14,350	6,100	6,150	0	169,000	19,311,176

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Real Property Assumptions)**

Growth & Assessment Rates		Real Property Levy Rates	
Annual growth rate real property (with project)	2%	Taxing District	Levy
Annual depreciation real property (no project)	0%		
Commercial assessment rate	25%	City of Hays	2.4970%
Parcel Information		Unified School District 489	4.5568%
Hotel Project Area		Ellis County	3.6675%
		State of Kansas	0.1500%
		Recreation	0.3896%
Current appraised value (land only)	187,090	Total levy rate	11.2609%
Current assessed value (land only)	46,773		
Post-Redevelopment Values			
Hotel Project Area			
Land purchase price	600,000		
Post-redevelopment land appraised value	600,000		
Construction costs (excluding FF&E)	6,546,970		
Percentage of construction costs in improvement appraised value	75%		
Post-redevelopment improvement appraised value	4,910,228		
Pre- and Post-Redevelopment Appraised and Assessed Real Property Values			
Hotel Project Area			
Current appraised value - Land	187,090	Current assessed value - Land	46,773
Current appraised value - Improvements	587,490	Current assessed value - Improvements	146,873
Year 1 appraised value - Land	600,000	Year 1 assessed value - Land	150,000
Year 1 appraised value - Improvements	4,910,228	Year 1 assessed value - Improvements	1,227,557

**Hays Extended Stay Hotel Partners CID - Cost-Benefit Analysis
(Sales Tax Assumptions)**

Sales Tax Rates		
Taxing District	Retail Rate	Hotel/Room Rental Rate
City of Hays	1.750%	6.650%
Ellis County	0.500%	0.500%
State of Kansas	6.500%	6.500%
Hays TDD	0.750%	0.750%
Hays Extended Stay Hotel Partners CID	1.000%	1.000%
Total sales tax	10.500%	15.400%

Project Sales	
	Hotel = Room Rental
Current	0
Year 1	1,934,372
Year 2	2,089,121
Year 3	2,190,095
Year 4	2,264,085
Year 5	2,340,158
Annual growth rate hotel sales:	2%

Purchases (Construction Materials and FF&E)	
Within State of Kansas	2,600,000
Within Ellis County	1,220,000
Within City of Hays	820,000

Notes

1. These revenue projections assume that sales taxes are renewed following expiration dates, if any, at the same levy rate.
2. Of the 5% transient guest tax levied pursuant to K.S.A. 79-5301 et seq., 98% goes to City, with 2% retained by State.

EXHIBIT H-1
Cost Benefit Analysis (CID II)

Attached

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Summary)**

New Tax Revenue Generated By Project	Real Estate Taxes	Sales Taxes	Total
City of Hays	832,642	8,012,551	8,845,193
Unified School District 489	1,519,497	0	1,519,497
Ellis County	1,222,954	1,077,095	2,300,049
State of Kansas	50,019	15,849,787	15,899,805
Hays TDD	0	1,612,643	1,612,643
Hays Extended Stay Hotel Partners II CID	0	2,141,991	2,141,991
Recreation	129,915	0	129,915
Total	3,755,027	28,694,067	32,449,094

Notes

1. These revenue projections contain forward-looking statements, which are subject to a number of risks and uncertainties beyond the developer's control. All costs are estimates and subject to change.
2. Maximum CID term is 22 years. K.S.A. 12-6a26 et seq. These projections assume a 22-year CID term.

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Summary of Tax Revenue Benefits to Taxing Districts With and Without Project)**

	Taxes With Project	Taxes No Project	Benefit Of Project
Real Property Tax Revenue			
City of Hays	939,019	106,377	832,642
Unified School District 489	1,713,626	194,128	1,519,497
Ellis County	1,379,196	156,242	1,222,954
State of Kansas	56,409	6,390	50,019
Recreation	146,513	16,598	129,915

*Does not include increased real property taxes from convenience store.

	Taxes With Project	Taxes No Project	Benefit Of Project
Sales Tax Revenue			
City of Hays	8,012,551	0	8,012,551
Ellis County	1,077,095	0	1,077,095
State of Kansas	15,849,787	0	15,849,787
Hays TDD	1,612,643	0	1,612,643
Hays Extended Stay Hotel Partners II CID	2,141,991	0	2,141,991

*Does not include increased sales taxes for construction materials from convenience store.

	Taxes With Project	Taxes No Project	Benefit Of Project
Real Property and Sales Tax Revenue			
City of Hays	8,951,570	106,377	8,845,193
Unified School District 489	1,713,626	194,128	1,519,497
Ellis County	2,456,292	156,242	2,300,049
State of Kansas	15,906,196	6,390	15,899,805
Recreation	146,513	16,598	129,915
Hays TDD	1,612,643	0	1,612,643
Hays Extended Stay Hotel Partners II CID	2,141,991	0	2,141,991

	Taxes With Project	Taxes No Project	Benefit Of Project
Total Tax Revenue			
All Taxing Districts	32,928,830	479,736	32,449,094

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)**

Real Property Tax Revenues

Year	Assessed Value	City 2.4970%	School 4.5568%	County 3.6675%	State 0.1500%	Recreation 0.2896%
1	193,645	4,835	8,824	7,102	290	754
2	193,645	4,835	8,824	7,102	290	754
3	193,645	4,835	8,824	7,102	290	754
4	193,645	4,835	8,824	7,102	290	754
5	193,645	4,835	8,824	7,102	290	754
6	193,645	4,835	8,824	7,102	290	754
7	193,645	4,835	8,824	7,102	290	754
8	193,645	4,835	8,824	7,102	290	754
9	193,645	4,835	8,824	7,102	290	754
10	193,645	4,835	8,824	7,102	290	754
11	193,645	4,835	8,824	7,102	290	754
12	193,645	4,835	8,824	7,102	290	754
13	193,645	4,835	8,824	7,102	290	754
14	193,645	4,835	8,824	7,102	290	754
15	193,645	4,835	8,824	7,102	290	754
16	193,645	4,835	8,824	7,102	290	754
17	193,645	4,835	8,824	7,102	290	754
18	193,645	4,835	8,824	7,102	290	754
19	193,645	4,835	8,824	7,102	290	754
20	193,645	4,835	8,824	7,102	290	754
21	193,645	4,835	8,824	7,102	290	754
22	193,645	4,835	8,824	7,102	290	754
Total		106,377	194,128	156,242	6,390	16,598

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)**

Sales Tax Revenues - Project Sales

Hotel Year	Hotel Room Rental	City - Hotel 6.650%	County - State - Hotel 9.590%	Hays TDD 0.750%	New CID 1.000%
1	0	0	0	0	0
2	0	0	0	0	0
3	0	0	0	0	0
4	0	0	0	0	0
5	0	0	0	0	0
6	0	0	0	0	0
7	0	0	0	0	0
8	0	0	0	0	0
9	0	0	0	0	0
10	0	0	0	0	0
11	0	0	0	0	0
12	0	0	0	0	0
13	0	0	0	0	0
14	0	0	0	0	0
15	0	0	0	0	0
16	0	0	0	0	0
17	0	0	0	0	0
18	0	0	0	0	0
19	0	0	0	0	0
20	0	0	0	0	0
21	0	0	0	0	0
22	0	0	0	0	0
		0	0	0	0

Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)

Sales Tax Revenues - Construction Material Purchases								Total
Year	In-City Purchases	In-State Purchases	City	County	Hays CID	New CID	State	All Districts
			1.750%	0.500%	0.550%	1.000%	6.500%	
1	0	0	0	0	0	0	0	21,806
2	0	0	0	0	0	0	0	21,806
3	0	0	0	0	0	0	0	21,806
4	0	0	0	0	0	0	0	21,806
5	0	0	0	0	0	0	0	21,806
6	0	0	0	0	0	0	0	21,806
7	0	0	0	0	0	0	0	21,806
8	0	0	0	0	0	0	0	21,806
9	0	0	0	0	0	0	0	21,806
10	0	0	0	0	0	0	0	21,806
11	0	0	0	0	0	0	0	21,806
12	0	0	0	0	0	0	0	21,806
13	0	0	0	0	0	0	0	21,806
14	0	0	0	0	0	0	0	21,806
15	0	0	0	0	0	0	0	21,806
16	0	0	0	0	0	0	0	21,806
17	0	0	0	0	0	0	0	21,806
18	0	0	0	0	0	0	0	21,806
19	0	0	0	0	0	0	0	21,806
20	0	0	0	0	0	0	0	21,806
21	0	0	0	0	0	0	0	21,806
22	0	0	0	0	0	0	0	21,806
			0	0	0	0	0	479,736

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Real Property Tax Revenues

Year	Post-Redevelopment Assessed Value	City 2.497%	School 4.5563%	County 1.6675%	State 0.1970%	Revenues 0.3106%
1	1,377,557	34,398	62,773	50,522	2,066	5,367
2	1,405,108	35,086	64,028	51,532	2,108	5,474
3	1,433,210	35,787	65,309	52,563	2,150	5,584
4	1,461,874	36,503	66,615	53,614	2,193	5,695
5	1,491,112	37,233	67,947	54,687	2,237	5,809
6	1,520,934	37,978	69,306	55,780	2,281	5,926
7	1,551,353	38,737	70,692	56,896	2,327	6,044
8	1,582,380	39,512	72,106	58,034	2,374	6,165
9	1,614,027	40,302	73,548	59,194	2,421	6,288
10	1,646,308	41,108	75,019	60,378	2,469	6,414
11	1,679,234	41,930	76,519	61,586	2,519	6,542
12	1,712,819	42,769	78,050	62,818	2,569	6,673
13	1,747,075	43,624	79,611	64,074	2,621	6,807
14	1,782,017	44,497	81,203	65,355	2,673	6,943
15	1,817,657	45,387	82,827	66,663	2,726	7,082
16	1,854,010	46,295	84,484	67,996	2,781	7,223
17	1,891,090	47,221	86,173	69,356	2,837	7,368
18	1,928,912	48,165	87,897	70,743	2,893	7,515
19	1,967,490	49,128	89,655	72,158	2,951	7,665
20	2,006,840	50,111	91,448	73,601	3,010	7,819
21	2,046,977	51,113	93,277	75,073	3,070	7,975
22	2,087,917	52,135	95,142	76,574	3,132	8,135
Total		939,019	1,713,626	1,379,196	56,409	146,513

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Sales Tax Revenues - Project Sales

Year	Hotel Rooms Rental	Conv. Slope	City + Hotel 6.650%	County 0.500%	State 6.200%	Hays TDD 0.750%	New CID 1.200%
1	1,943,373	5,700,000	129,234	38,217	496,819	57,325	76,434
2	2,089,121	5,814,000	138,927	39,516	513,703	59,273	79,031
3	2,190,055	5,930,280	145,641	40,602	527,824	60,903	81,204
4	2,264,085	6,048,886	150,562	41,565	540,343	62,347	83,130
5	2,340,158	6,169,863	155,621	42,550	553,151	63,825	85,100
6	2,386,962	6,293,261	158,733	43,401	564,214	65,102	86,802
7	2,434,701	6,419,126	161,908	44,269	575,499	66,404	88,538
8	2,483,395	6,547,508	165,146	45,155	587,009	67,732	90,309
9	2,533,063	6,678,458	168,449	46,058	598,749	69,086	92,115
10	2,583,724	6,812,028	171,818	46,979	610,724	70,468	93,958
11	2,635,398	6,948,268	175,254	47,918	622,938	71,877	95,837
12	2,688,106	7,087,234	178,759	48,877	635,397	73,315	97,753
13	2,741,869	7,228,978	182,334	49,854	648,105	74,781	99,708
14	2,796,706	7,373,558	185,981	50,851	661,067	76,277	101,703
15	2,852,640	7,521,029	189,701	51,868	674,288	77,803	103,737
16	2,909,693	7,671,450	193,495	52,906	687,774	79,359	105,811
17	2,967,887	7,824,879	197,364	53,964	701,530	80,946	107,928
18	3,027,244	7,981,376	201,312	55,043	715,560	82,565	110,086
19	3,087,789	8,141,004	205,338	56,144	729,872	84,216	112,288
20	3,149,545	8,303,824	209,445	57,267	744,469	85,900	114,534
21	3,212,536	8,469,990	213,634	58,412	759,358	87,618	116,824
22	3,276,787	8,639,298	217,906	59,580	774,546	89,371	119,161
			3,896,559	1,070,995	13,922,940	1,606,493	2,141,990.83
						NPV	\$1,019,937.07

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Sales Tax Revenues - Construction Material Purchases									Total
Year	In-City Purchases	In-County Purchase	In-State Purchases	City 1.750%	County 0.500%	Hays EHD 0.750%	New CID 1.000%	State 6.500%	All Districts
1	820,000	1,220,000	2,600,000	14,350	6,100	6,150	0	169,000	1,343,092
2	0	0	0	0	0	0	0	0	1,197,590
3	0	0	0	0	0	0	0	0	1,236,576
4	0	0	0	0	0	0	0	0	1,268,975
5	0	0	0	0	0	0	0	0	1,302,176
6	0	0	0	0	0	0	0	0	1,328,219
7	0	0	0	0	0	0	0	0	1,354,784
8	0	0	0	0	0	0	0	0	1,381,879
9	0	0	0	0	0	0	0	0	1,409,517
10	0	0	0	0	0	0	0	0	1,437,707
11	0	0	0	0	0	0	0	0	1,466,462
12	0	0	0	0	0	0	0	0	1,495,791
13	0	0	0	0	0	0	0	0	1,525,707
14	0	0	0	0	0	0	0	0	1,556,221
15	0	0	0	0	0	0	0	0	1,587,345
16	0	0	0	0	0	0	0	0	1,619,092
17	0	0	0	0	0	0	0	0	1,651,474
18	0	0	0	0	0	0	0	0	1,684,503
19	0	0	0	0	0	0	0	0	1,718,193
20	0	0	0	0	0	0	0	0	1,752,557
21	0	0	0	0	0	0	0	0	1,787,608
22	0	0	0	0	0	0	0	0	1,823,361
			Total	14,350	6,100	6,150	0	169,000	32,928,830

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Real Property Assumptions)**

Growth & Assessment Rates		Real Property Levy Rates	
Annual growth rate real property (with project)	2%	Taxing District	Levy
Annual depreciation real property (no project)	0%	City of Hays	2.4970%
Commercial assessment rate	25%	Unified School District 489	4.5568%
Parcel Information		Ellis County	3.6675%
Hotel Project Area		State of Kansas	0.1500%
Current appraised value (land only)	187,090	Recreation	0.3896%
Current assessed value (land only)	46,773	Total levy rate	11.2609%
Post-Redevelopment Values			
Hotel Project Area			
Land purchase price	600,000		
Post-redevelopment land appraised value	600,000		
Construction costs (excluding FF&E)	6,546,970		
Percentage of construction costs in improvement appraised value	75%		
Post-redevelopment improvement appraised value	4,910,228		
Pre- and Post-Redevelopment Appraised and Assessed Real Property Values			
Hotel Project Area			
Current appraised value - Land	187,090	Current assessed value - Land	46,773
Current appraised value - Improvements	587,490	Current assessed value - Improvements	146,873
Year 1 appraised value - Land	600,000	Year 1 assessed value - Land	150,000
Year 1 appraised value - Improvements	4,910,228	Year 1 assessed value - Improvements	1,227,557

**Hays Extended Stay Hotel Partners II CID - Cost-Benefit Analysis
(Sales Tax Assumptions)**

Sales Tax Rates		
Taxing District	Retail Rate	Hotel Room Rental Rate
City of Hays	1.750%	6.650%
Ellis County	0.500%	0.500%
State of Kansas	6.500%	6.500%
Hays TDD	0.750%	0.750%
Hays Extended Stay Hotel Partners II CID	1.000%	1.000%
Total sales tax	10.500%	15.400%

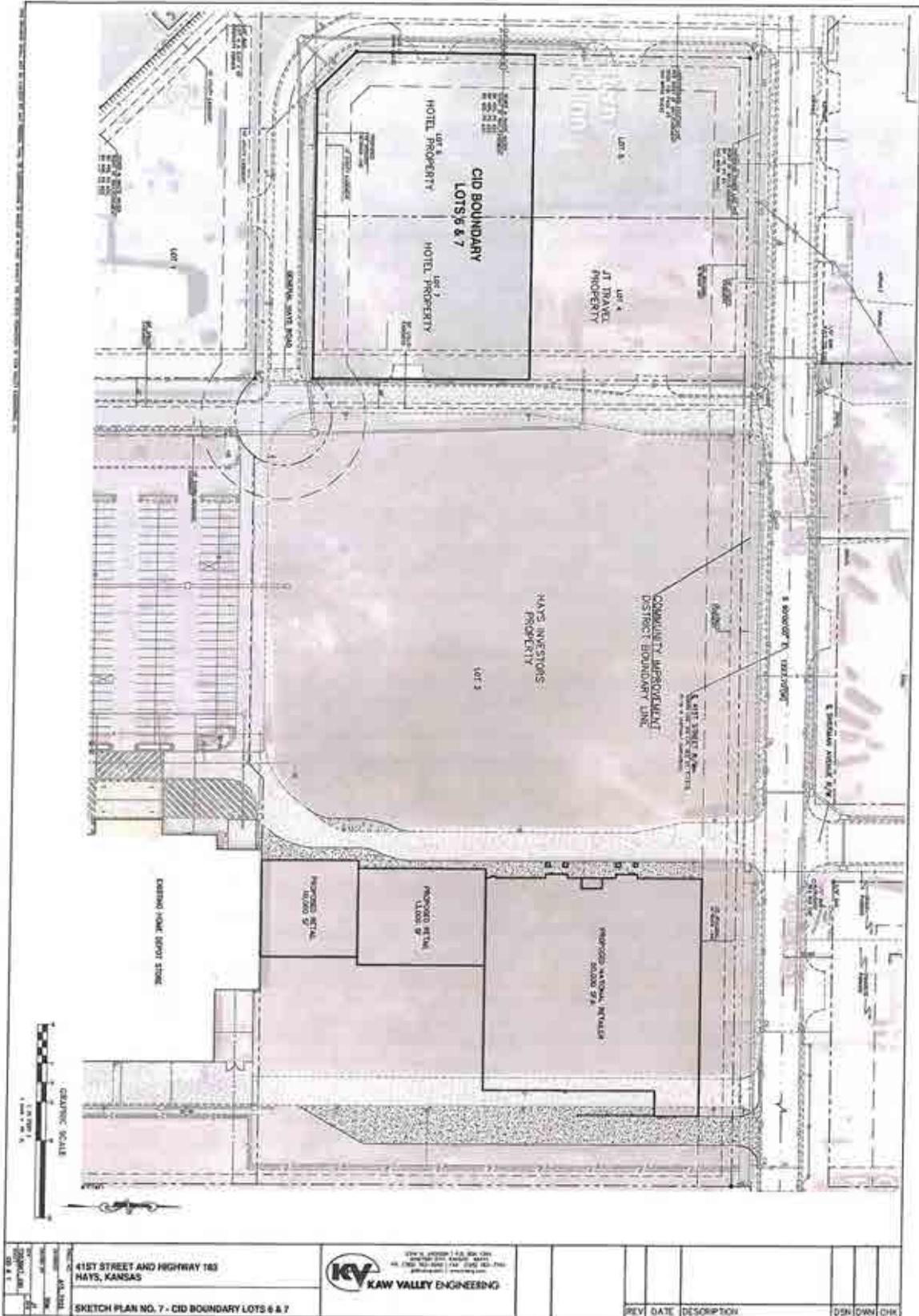
Project Sales		
	Hotel - Room Rental	Conv. State
Current	0	0
Year 1	1,943,373	5,700,000
Year 2	2,089,121	5,814,000
Year 3	2,190,095	5,930,280
Year 4	2,264,085	6,048,886
Year 5	2,340,158	6,169,863
Annual growth rate hotel sales:	2%	2%

Purchases (Construction Materials and FF&E)	
Within State of Kansas	2,600,000
Within Ellis County	1,220,000
Within City of Hays	820,000

Notes

1. These revenue projections assume that sales taxes are renewed following expiration dates, if any, at the same levy rate.
2. Of the 5% transient guest tax levied pursuant to K.S.A. 79-5301et seq., 98% goes to City, with 2% retained by State.

EXHIBIT I
Boundary Map (Hotel CID)



**Hays
Extended Stay
Hotel Partners
Community
Improvement
District
Application**

EXHIBIT B

CID PETITION FOR CONVENIENCE STORE PROJECT AND HOTEL PROJECT

(see attached)

PETITION

FOR THE CREATION OF HAYS EXTENDED STAY HOTEL PARTNERS II COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body of the City of Hays, Kansas (the "Governing Body")

The undersigned, being the owners of record, whether resident or not, of all of the land area contained within the hereinafter described proposed Community Improvement District (the "District") to be located within the City of Hays, Kansas (the "City"), do hereby request that the Governing Body create such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a26 *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

General Nature of the Proposed District Project

The general nature of the proposed District project (the "Project") to be constructed within the District includes but is not limited to an approximately 41,000 square foot, 80 room hotel and ancillary improvements.

Estimated Costs of the Proposed District Project

The total estimated cost of the proposed Project is \$9,640,925 of which \$1,733,318¹, plus the City's administrative costs (and plus actual costs of interest on any financing at a rate not to exceed 7.00% per annum) is proposed to be funded by the District ("Reimbursable Project Costs"). An itemized list of the estimated costs of the Project and the estimated Reimbursable Project Costs are set forth on Exhibit A attached hereto and incorporated by reference herein.

Proposed Method of Financing the Proposed Project

The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds, and the Developer will be reimbursed for the Reimbursable Project Costs (plus interest) as moneys are deposited in the District fund through the imposition of a Community Improvement District sales tax (the "CID Sales Tax").

¹ This amount represents the total amount of projected CID Reimbursable Costs. CID Revenues are anticipated to be less than this maximum amount, which may require the Developer to make up the difference with additional equity and/or debt.

Proposed Amount and Method of Assessment

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Project described by this Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales Tax will be imposed in the amount of one percent (1%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District.

Boundaries of Proposed Community Improvement District

The legal description of the proposed District is set forth on Exhibit B attached hereto and incorporated by reference herein.

A site plan generally outlining the boundaries of the proposed District is attached as Exhibit C hereto, and incorporated by reference herein.

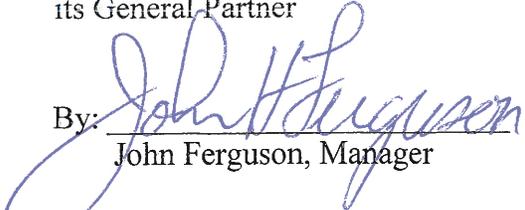
Notice to Petition Signers

The names of the signers of this Petition may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first. The signers of this Petition consent to any assessments to the extent described herein without regard to benefits conferred by the Project.

IN WITNESS WHEREOF, we the undersigned petitioners have executed the above foregoing Petition to create the Hays Extended Stay Hotel Partners II Community Improvement District on the dates recorded below:

HAYS EXTENDED STAY HOTEL PARTNERS, L.P.

By: Ferguson Hotel Development, LLC,
its General Partner

By: 
John Ferguson, Manager

JT TRAVEL PLAZA, LLC,
a Kansas limited liability company

By: _____
Michael Weilert, Manager

STATE OF Missouri)
) ss.
COUNTY OF Clay)

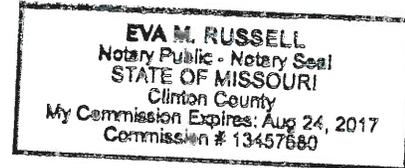
On this 15th day of Sept, 2016, before me personally appeared John Ferguson, who being by me duly sworn did say that he is the Manager of Ferguson Hotel Development, LLC, General Partner of Hays Extended Hotel Partners, L.P., and that said instrument was signed and delivered on behalf of said Hays Extended Hotel Partners, L.P., and acknowledged to me that he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eva M. Russell

Notary Public

My Commission expires: Aug 24, 2017



STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me personally appeared Michael Weilert, who being by me duly sworn did say that he is the Manager of JT Travel Plaza, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said JT Travel Plaza, LLC, and acknowledged to me that he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission expires: _____

Proposed Amount and Method of Assessment

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Project described by this Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales Tax will be imposed in the amount of one percent (1%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District.

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By: Ferguson Hotel Development, LLC,
its General Partner

By: _____
John Ferguson, Manager

JT TRAVEL PLAZA, LLC,
a Kansas limited liability company

By: Michael Weilert
Michael Weilert, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me personally appeared John Ferguson, who being by me duly sworn did say that he is the Manager of Ferguson Hotel Development, LLC, General Partner of Hays Extended Hotel Partners, L.P., and that said instrument was signed and delivered on behalf of said Hays Extended Hotel Partners, L.P., and acknowledged to me that he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission expires: _____

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

On this 15th day of SEPTEMBER 2016, before me personally appeared Michael Weilert, who being by me duly sworn did say that he is the Manager of JT Travel Plaza, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said JT Travel Plaza, LLC, and acknowledged to me that he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Michael R. Doming
Notary Public

My Commission expires: 8-18-20

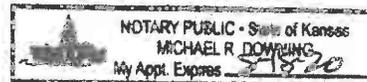


EXHIBIT A

BUDGET

	<u>Cost</u>	<u>CID Reimbursable</u>
Land	\$ 600,000	\$600,000
Hard Costs	\$6,065,607	
Architect & Engineering	\$ 160,925	\$160,925
Construction Interest	\$ 180,000	\$180,000
Impact Fees	\$ 15,000	
Hotel Franchise Fee	\$ 50,000	
Land Purchase Commission	\$ 36,000	
Legal	\$ 73,000	\$ 73,000
Project Management	\$ 165,000	
Site Work	\$ 481,393	\$481,393
- including earthwork, utilities and paving		
Other Expenses	\$1,161,318	
FF&E	\$1,414,000	
Contingency	\$ 400,000	\$400,000
TOTAL	<u>\$9,640,925</u>	<u>\$1,733,318</u>

SOURCES

	<u>Cost</u>
Equity (25%)	\$ 2,410,231.25
Debt Financing	\$ 6,210,756.68
CID Revenues (CID II) ²	\$ 1,019,937.07
TOTAL	<u><u>\$ 9,640,925.00</u></u>

² This amount represents the net present value of the CID Revenues, as reflected in the cost-benefit analysis.
{30037 / 68378; 715909.3 }

EXHIBIT B

LEGAL DESCRIPTION

Lots 4, 6 and 7, HOME DEPOT ADDITION, a subdivision in Hays, Ellis County, Kansas, according to the recorded plat thereof.

EXHIBIT C

SITE PLAN

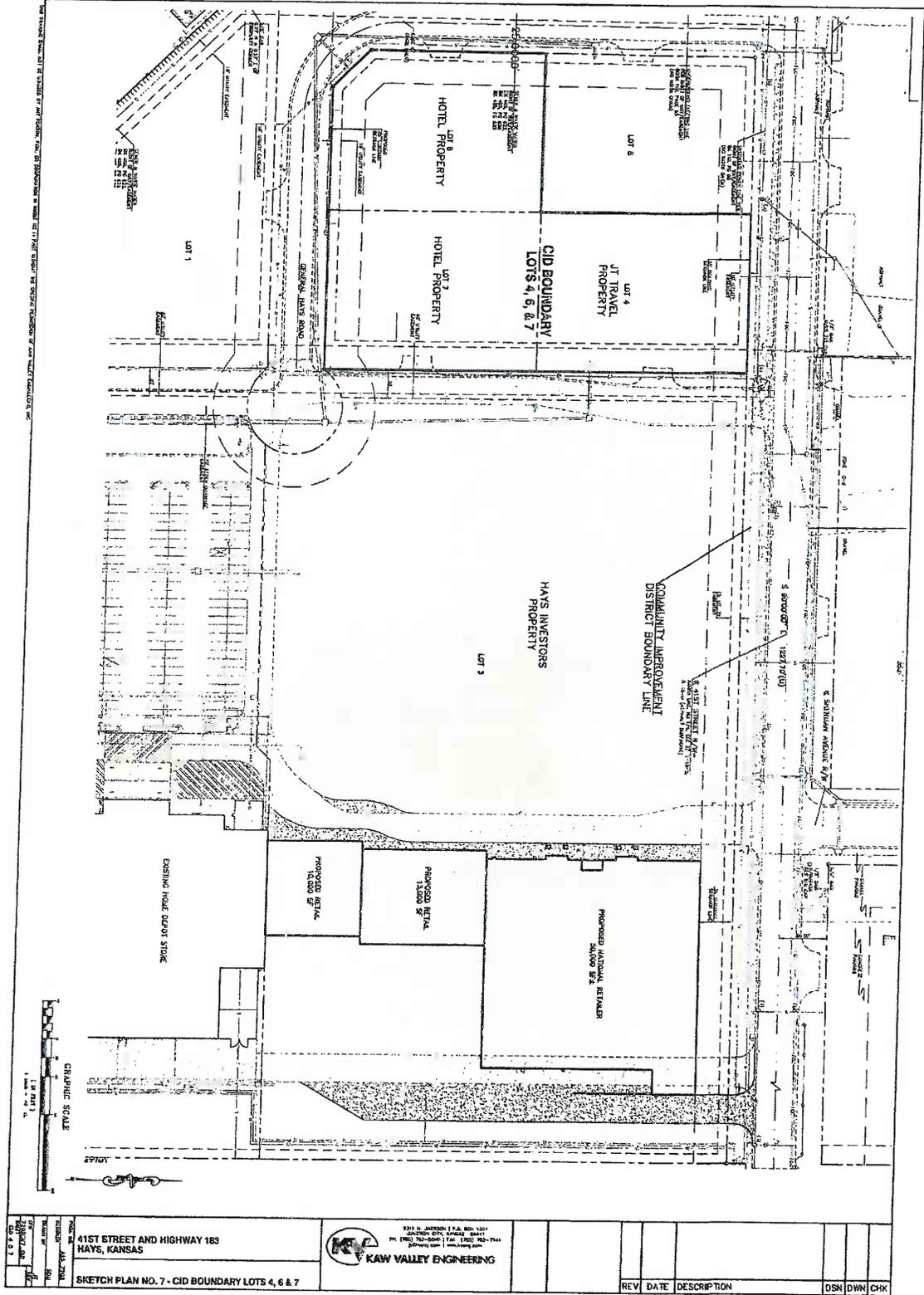


EXHIBIT C

CID PETITION FOR HOTEL PROJECT

(see attached)

PETITION

**FOR THE CREATION OF HAYS EXTENDED STAY HOTEL PARTNERS
COMMUNITY IMPROVEMENT DISTRICT**

TO: The Governing Body of the City of Hays, Kansas (the “Governing Body”)

The undersigned, being the owner of record, whether resident or not, of all of the land area contained within the hereinafter described proposed Community Improvement District (the “District”) to be located within the City of Hays, Kansas (the “City”), do hereby request that the Governing Body create such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a26 *et seq.* (the “Act”). In furtherance of such request, the petitioner states as follows:

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The general nature of the proposed District project (the “Project”) to be constructed within the District includes but is not limited to an approximately 41,000 square foot, 80 room hotel and ancillary improvements.

Estimated Costs of the Proposed District Project

The total estimated cost of the proposed Project is \$9,640,925 of which \$1,733,318¹, plus the City’s administrative costs (and plus actual costs of interest on any financing at a rate not to exceed 7.00% per annum) is proposed to be funded by the District (“Reimbursable Project Costs”). An itemized list of the estimated costs of the Project and the estimated Reimbursable Project Costs are set forth on Exhibit A attached hereto and incorporated by reference herein.

Proposed Method of Financing the Proposed Project

The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds, and the Developer will be reimbursed for the Reimbursable Project Costs (plus interest) as moneys are deposited in the District fund through the imposition of a Community Improvement District sales tax (the “CID Sales Tax”).

¹ This amount represents the total amount of projected eligible CID Reimbursable Costs. CID Revenues are anticipated to be less than this maximum amount, which may require the Developer to make up the difference with additional equity and/or debt.

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Boundaries of Proposed Community Improvement District

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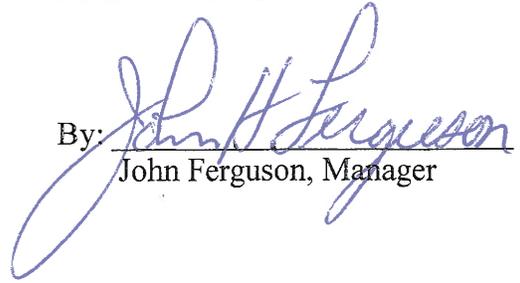
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By: Ferguson Hotel Development, LLC,
its General Partner

By: 
John Ferguson, Manager

STATE OF Missouri)
) ss.
COUNTY OF Clay)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eva M. Russell

Notary Public

My Commission expires: Aug 24, 2017



EXHIBIT A

BUDGET

	<u>Cost</u>	<u>CID Reimbursable</u>
Land	\$ 600,000	\$600,000
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Hotel Franchise Fee	\$ 50,000	
Land Purchase Commission	\$ 36,000	
Legal	\$ 73,000	\$ 73,000
Project Management	\$ 165,000	
Site Work	\$ 481,393	\$481,393
- including earthwork, utilities and paving		
Other Expenses	\$1,161,318	
FF&E	\$1,414,000	
Contingency	\$ 400,000	\$400,000
TOTAL	<u>\$9,640,925</u>	<u>\$1,733,318</u>

SOURCES

	<u>Cost</u>
Equity (25%)	\$ 2,410,231.25
Debt Financing	\$ 6,953,040.13
CID Revenues (Hotel CID) ²	<u>\$ 277,653.62</u>
TOTAL	<u><u>\$ 9,640,925.00</u></u>

² This amount represents the net present value of the CID Revenues, as reflected in the cost-benefit analysis.
{30037 / 68378; 710195.5 }

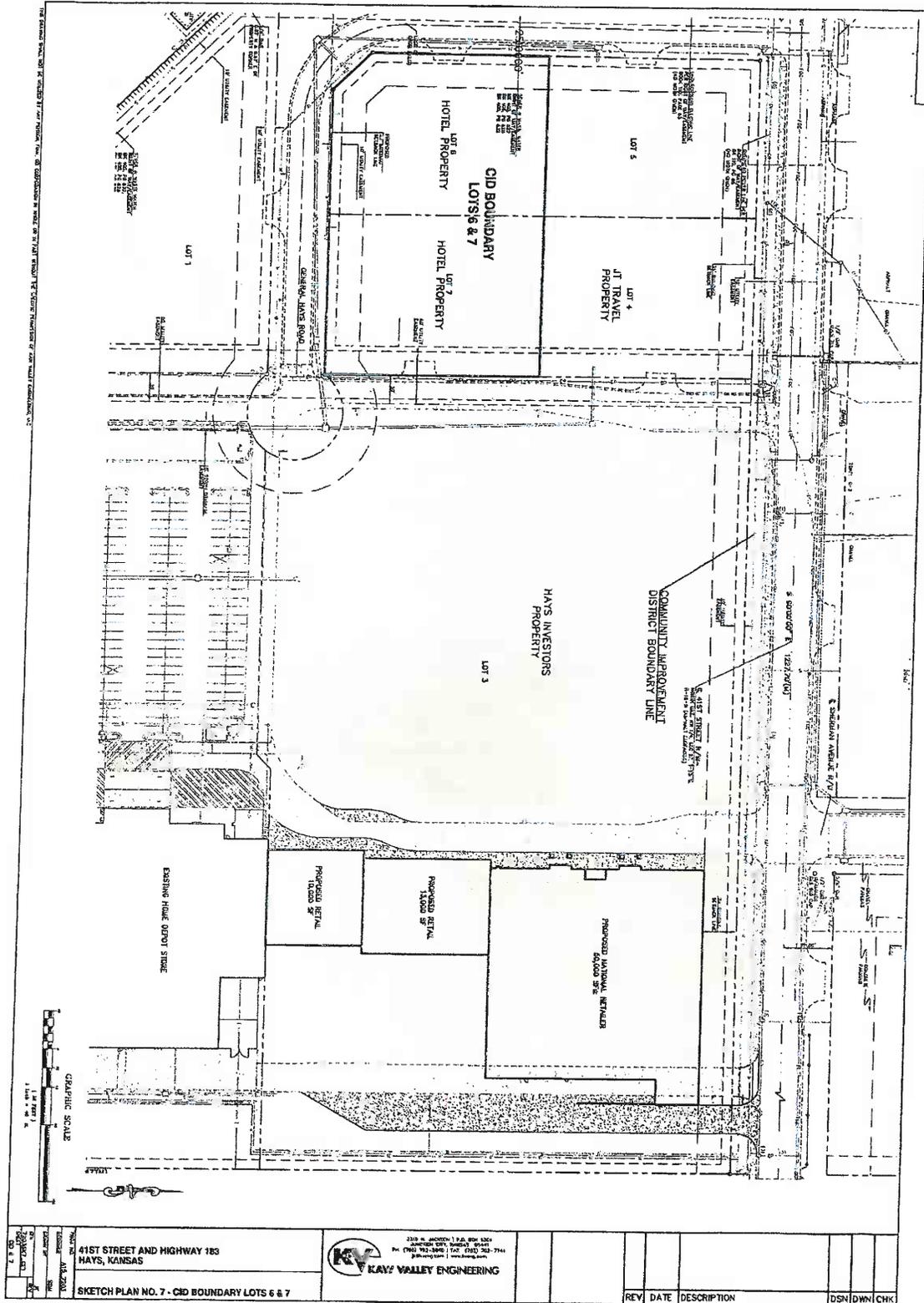
EXHIBIT B

LEGAL DESCRIPTION

Lots 6 and 7, HOME DEPOT ADDITION, a subdivision in Hays, Ellis County, Kansas, according to the recorded plat thereof.

EXHIBIT C

SITE PLAN / BOUNDARY MAP



(Published in *The Hays Daily News* on October 28 and November 4, 2016)

RESOLUTION NO. _____

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF HAYS, KANSAS TO BE KNOWN AS THE HAYS EXTENDED STAY HOTEL PARTNERS COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et. seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk on _____, 2016, proposing the creation of the Hays Extended Stay Hotel Partners Community Improvement District ("CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of projects as described in the Petition (the "Projects"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the City of Hays, Kansas (the "City") intends to create the CID and to levy a community improvement district sales tax in an amount equal to 1.0% as requested in the Petition (the "CID Sales Tax"); and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects set forth in the Petition and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects set forth in the Petition, and whether to impose a CID Sales Tax in an amount equal to 1.0% and such other matters related thereto, such public hearing to be held on **November 22, 2016 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, City Commission Chambers, 1507 Main Street, Hays, Kansas, under the authority of the Act.

SECTION 3. Proposed CID Projects. The general nature of the proposed project is construction of an approximately 41,000 square foot, 80 room hotel and ancillary improvements, generally located at the northeast corner of the intersection of I-70 and Vine Street (Highway 183) in the

City. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements and costs within the proposed CID, including but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, soft costs of the Projects, and the City's administrative costs in establishing and maintaining the CID, and other items permitted to be financed within the CID under the Act (collectively, the "Projects").

SECTION 4. Estimated Cost. The estimated cost of the proposed Projects is \$9,640,925, of which approximately \$1,733,318 plus the City's administrative costs (and plus actual costs of interest on any financing at a rate not to exceed 7.00% per annum) is proposed to be funded by pay-as-you-go financing, as defined in the Act.

SECTION 5. Method of Financing, Community Improvement District Sales Tax and Special Assessments. The estimated cost of the proposed Projects, plus interest will be financed by through a combination of private equity, private debt and pay-as-you-go financing, as defined in the Act. It is proposed that a CID Sales Tax in an amount equal to 1.0% be levied. There will not be any special assessments on property within the boundaries of the CID to pay the costs of the Projects.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 7. Notice of Hearing. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

SECTION 8. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on October 27, 2016.

By: _____
Mayor

[SEAL]

By: _____
City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED HAYS EXTENDED STAY HOTEL PARTNERS
COMMUNITY IMPROVEMENT DISTRICT**

Lots 6 and 7 HOME DEPOT ADDITION, a subdivision in Hays, Ellis County, Kansas,
according to the recorded plat thereof.

EXHIBIT B

**MAP OF PROPOSED HAYS EXTENDED STAY HOTEL PARTNERS
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Ellis County, Hays, Kansas:

[SEE ATTACHED MAP]

(Published in *The Hays Daily News* on October 28 and November 4, 2016)

RESOLUTION NO. _____

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF HAYS, KANSAS TO BE KNOWN AS THE HAYS EXTENDED STAY HOTEL PARTNERS II COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et. seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk on _____, 2016, proposing the creation of the Hays Extended Stay Hotel Partners II Community Improvement District ("CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of projects as described in the Petition (the "Projects"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the City of Hays, Kansas (the "City") intends to create the CID and to levy a community improvement district sales tax in an amount equal to 1.0% as requested in the Petition (the "CID Sales Tax"); and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects set forth in the Petition and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects set forth in the Petition, and whether to impose a CID Sales Tax in an amount equal to 1.0% and such other matters related thereto, such public hearing to be held on **November 22, 2016 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, City Commission Chambers, 1507 Main Street, Hays, Kansas, under the authority of the Act.

SECTION 3. Proposed CID Projects. The general nature of the proposed project is construction of an approximately 41,000 square foot, 80 room hotel and ancillary improvements, generally located at the northeast corner of the intersection of I-70 and Vine Street (Highway 183) in the

City. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements and costs within the proposed CID, including but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, soft costs of the Projects, and the City's administrative costs in establishing and maintaining the CID, and other items permitted to be financed within the CID under the Act (collectively, the "Projects").

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SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

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SECTION 8. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on October 27, 2016.

By: _____
Mayor

[SEAL]

By: _____
City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
HAYS EXTENDED STAY HOTEL PARTNERS II
COMMUNITY IMPROVEMENT DISTRICT**

Lots 4, 6 and 7 HOME DEPOT ADDITION, a subdivision in Hays, Ellis County, Kansas,
according to the recorded plat thereof.

EXHIBIT B

**MAP OF PROPOSED
HAYS EXTENDED STAY HOTEL PARTNERS II
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Ellis County, Hays, Kansas:

[SEE ATTACHED MAP]

SUBJECT	ISSUED BY	LAST REVISION DATE	CURRENT EFFECTIVE DATE
ECONOMIC DEVELOPMENT POLICY	City Commission	2-26-15	5-12-16

SECTION 1. INTRODUCTION

The City of Hays is interested in encouraging economic activity and the creation of jobs, thereby broadening its sales and property tax base and improving the quality of life for its citizens. Further, the use of public funds to stimulate business growth may be necessary or desirable in certain cases. The decision to provide incentives to a business is guided by the expectation that the financial benefits to the City will produce a sufficient return on the City’s investment and that the business will be a good fit for the community. All proposed incentives are subject to a public hearing. Governmental agencies are not eligible for financial incentives under this policy. No elected or appointed officer, employee or committee of the City, Hays Area Chamber of Commerce or Ellis County Coalition for Economic Development employee, board, or other public or private body or individual, shall be authorized to speak for and/or commit the City Commission to the granting of an incentive. This policy is meant to encourage the following:

- A. Research and development-based businesses
- B. High-tech businesses
- C. Environmentally friendly businesses
- D. Expansion of existing industry
- E. Business start-ups
- F. Businesses that will provide additional sales tax revenues to the City of Hays
- G. Recruitment of new companies from out-of-state
- H. The retention of businesses which are good corporate citizens that will add to the quality of life in Hays through their leadership and support of local civic and philanthropic organizations.
- I. Training and development of Hays area employees
- J. The establishment of businesses that will be good stewards of the City of Hays’ water sources.

The City Commission reserves the right to deviate from this policy when, in the opinion of the Commission, it is in the best interests of the City to do so.

Section 2. STATEMENT OF PROCESS

Review by the Ellis County Coalition for Economic Development

Applications for incentives involving non mixed-use housing, it is the expectation of the Hays Commission that all applications under this policy are to be vetted for accuracy, clarity, and compliance to the City of Hays Economic Development Policy requirements, by the Ellis County Coalition for Economic Development.

Term Sheet to be prepared before Commission considers a proposal

For applications wishing to utilize a TIF, TDD, CID, IRB or STAR bonds, as allowed under this policy, it is necessary that the applicant work with the Ellis County Coalition for Economic Development prior to formally approaching the Commission. The Ellis County Coalition for Economic Development will enter into a funding agreement with the applicant in order to ensure all requests for incentives are clarified and reviewed by the City's bond counsel. The City's bond counsel will then draft a Term Sheet that will be presented to the Commission in conjunction with the applicant's proposal. The Term Sheet will contain a concise summary of the incentives being proposed, a detailed outline of the process involved to enact the incentives, and the obligations of the applicant and City in the matter. A sample Term Sheet is included in the Application for Economic Incentives.

Applicant requirements for Term Sheet Development

- Clear request of desired incentives
- Preliminary site plan
- Infrastructure needs/requirement estimate
- Total project costs
- Estimated annual revenues
- Estimated property values pre/post development
- Estimated annual sales
- Estimated number of jobs created by development and average wage per job

Unless the Commission directs otherwise, any applicant under this section will be granted one work session to present their concept and term sheet to the Commission for feedback. Any further request will need to be formalized and in complete compliance and conformity with this policy and all applicable state statutes.

SECTION 3. DEFINITIONS

"City" means the City of Hays, Kansas.

"Economic development purposes" shall mean the establishment of a new business or the expansion of an existing business, which:

- A. is or will be primarily engaged in any one or more of the Kansas basic industries; or
- B. is or will be primarily engaged in the development or production of goods or the provision of services for out-of-state sale; or
- C. is or will be primarily engaged in the production of raw materials, ingredients or components for other enterprises which export the majority of their products; or
- D. is a national or regional enterprise which is primarily engaged in interstate commerce; or
- E. is or will be primarily engaged in the production of goods or the provision of services which will supplant goods or services which would be imported into the city; or
- F. is the corporate or regional headquarters of an enterprise, which is primarily engaged in out-of-state business activities.

"Environmentally friendly businesses" shall mean:

- Firms with programs or activities that reduce the impact of activities on the environment.

- Businesses that are not damaging to the environment, or directed at preventing environmental damage.

“High-Tech Businesses” shall mean both manufacturing and non-manufacturing businesses that have a great dependence on science and technology innovation that leads to new or improved products or services. High-Tech Business involves intensive use of new scientific and technical knowledge. It is often characterized by reliance on significant inputs of knowledge, depending more on having access to the knowledge produced in universities and other educational institutions. It tends to hire and keep personnel who have advanced skills. High-Tech Businesses are more sensitive to the quality of local universities and other educational institutions as providers of knowledge and education of high-skilled workers and may be more sensitive to local quality of life, encouraging high-skilled workers from elsewhere to be hired. High-Tech Business often has special infrastructure needs, such as broadband communications. Goods and services produced by High-Tech Businesses frequently require a longer development time than ordinary goods and services, requiring some ability to generate equity capital or other “maturing” capital.

“Kansas basic industry” shall mean:

- Agriculture;
- Mining;
- Manufacturing;
- Interstate transportation;
- Wholesale trade which is primarily engaged in multi-state activity or which has a major import supplanting effect within the state;
- Financial services which are primarily engaged in providing such services for interstate or international transactions;
- Business services which are primarily engaged in providing such services to out-of-town markets;
- Research and development of new products, processes or technologies;
- Tourism activities, which are primarily engaged in for the purpose of attracting out-of-state tourists.

As used in these subsections, “primarily engaged” means engagement in an activity by an enterprise to the extent that not less than 51% of the gross income of the enterprise is derived from such engagement.

SECTION 4. INDUSTRIAL ECONOMIC DEVELOPMENT

The City will be selective as to the kinds of industrial businesses (i.e., businesses that are not retail businesses) that are recruited and assisted. In general, the primary objective of the City’s industrial Economic Development Policy is to target new and expanding businesses that are environmentally sound, strengthen our local economy, and demonstrate a need for public financial support in order to locate or expand in Hays. Additionally, the City favors industry that creates high-caliber employment, such as high-skill, high-wage jobs with increased employee benefits and superior working conditions.

When considering proposals brought before the City, City staff and the City Commission shall be cognizant of the investment being made by the business, the risk involved in doing business, and the reputation of the City which is created by decisions that are made.

Examples of incentives that may be available to industrial businesses may include; Property Tax Abatement, Industrial Revenue Bonds, Tax Increment Financing (TIF), Transportation Development Districts (TDD), Community Improvement District (CID), or other available programs as approved by the Kansas Legislature.

SECTION 5. RETAIL DEVELOPMENT

The City of Hays relies heavily on sales taxes to support the provision of general services to its residents and visitors. The primary objectives of the City in granting incentives to retail businesses for development include the expansion of the sales tax base, general enhancement of quality of life, development as the regional hub for goods and services in northwestern Kansas, and the expansion of the property tax base.

The City encourages the creation of mixed use developments that contain commercial/retail uses as well as living units as this is a way to maximize available space and is a more efficient use of existing and future infrastructure.

Examples of incentives that may be available to retail businesses may include; Tax Increment Financing (TIF) (Property tax only. Sales taxes are not eligible.), Transportation Development Districts (TDD), Community Improvement District (CID), Sales Tax and Revenue Bonds (STAR Bonds), or other available programs as approved by the Kansas Legislature.

SECTION 6. ECONOMIC DEVELOPMENT APPLICATION

New or existing businesses that seek financial incentives from the City must file an *Application for Economic Incentives* before their request can be considered. The application shall contain the following information:

- A. Specific information on incentives being requested
- B. Company profile including longevity of company, principal officers, stockholders and clients
- C. Audited financial statements – last five (5) years or since date of incorporation if company has not been in existence for five (5) years
- D. Completed (attached) *Application for Economic Incentives* and *Supplemental Questionnaire*
- E. Business Plan as it relates to the proposed business to be located in Hays. Business Plan to include:
 - a. Number of employees along with a detailed breakdown of the classification and salary for each employee.
 - b. Projected annual operating costs for the proposed development.
 - c. Projected annual revenues for the first 10 years.
- F. Cost Benefit Analysis (See Section 15).
- G. For applicants wishing to develop a greenfield site, or redevelop property along existing infrastructure, the following items are required:
 - a. A detailed site development plan.
 - b. Construction estimates for all improvements. If asking for a TIF, TDD, or CID, applicant must provide an itemized breakdown of eligible costs for the incentive program being requested.
 - c. Estimated water usage and composition of wastewater produced by the site.

- d. Detailed information regarding traffic patterns to and from the site being developed, including the number of vehicles per day (average and peak times) as well as size and type of vehicle.
- e. If the proposed development requires the extension/creation/reconstruction of City of Hays water, sewer, road, or stormwater infrastructure, the applicant must provide detailed cost estimates. City of Hays staff will not provide cost estimates, The applicant will be required to retain the services of a qualified engineer for this purpose.

The City will not consider the granting of any incentive unless the business submits a full and complete application, and provides additional information as may be requested by the City Commission. The accuracy of the information provided in the application shall be verifiable by the applicant. Any misstatement of or error in fact may render the application null and void and may be cause for the repeal of any resolution adopted in reliance on said information. Applications will not be considered after the issuance of building permits. Refer to Section 6 for application and renewal fee information.

SECTION 7. FEE SCHEDULE

Any individual business requesting any incentive shall pay to the City a nonrefundable application fee of \$1000 plus a deposit of \$5,000.00 to be retained by the City to pay for the City's out of pocket costs associated with the City's review of the application and other actions and agreements associated with the proposed incentive, including but not limited to the City's cost of legal counsel, financial advisors and consultants necessary to evaluate the application and administer the incentive. In the event that costs for third-party services incurred by the City exceed the fee collected, the applicant shall reimburse the City for such additional cost, immediately upon request, but no later than prior to final consideration of the incentive by the Governing Body. The application fee and deposit shall be submitted at the same time the *Application for Economic Incentives* is submitted. At its discretion, the City Commission may consider waiving a portion of the fee or deposit upon request, based upon need. In addition, any business which has been granted an incentive shall pay an annual nonrefundable renewal fee in the amount of \$100.00.

The City requires the use of its designated Bond Counsel and its designated Financial Advisor. The City reserves the right to approve the selection of other necessary participants in the administration of an incentive, including but not limited to, the underwriter and trustee/fiscal agent. The City, at its discretion, may retain additional independent advisors to assist the City in analyzing the merits of the application and in making a determination of its approval at the applicant's expense. Examples of additional advisors include economic or environmental specialists, or a certified public accountant.

SECTION 8. PROPERTY TAX ABATEMENT POLICY

A. Policy.

The grant of property tax abatement will be considered for real and personal property being added to the tax rolls by "Kansas basic industry," in accordance with the provisions set by Article 11, Section 13 of the Constitution of the State of Kansas and the provisions of K.S.A. 12-1740 *et seq.* and K.S.A. 79-201a.

The City may approve for economic development purposes a property tax abatement on real and personal property used exclusively in the following business activities:

- Conducting research and development;
- Manufacturing articles of commerce;
- Storing goods that are sold or traded in interstate commerce;
- Corporate or regional headquarters of a multi-state enterprise which is primarily engaged in activities that take place outside of Kansas;
- High-tech businesses.

B. Abatement Amount and Term.

While Kansas law permits an exemption up to 100 percent of the qualified investment for up to 10 years, it shall be the policy of the City to normally provide property tax abatement and require payments in lieu of taxes (PILOTs) as set forth in the following schedule for portions of a project that meet the economic development goals of the City set forth in Sections 1 and 3 and that qualify for abatement under Kansas law. The abatement level is based on the **higher of the capital investment AND job creation.**

<u>Abatement Level</u>	<u>Capital Investment¹</u>	<u>Job Creation²</u>
<u>Matrix for High-Tech Businesses and Research and Development-Based Businesses</u>		
50% abatement for 10 years	Minimum: \$500,000 Maximum: \$3,750,000	Minimum: 25 Eligible Net New Jobs Maximum: 50 Eligible Net New Jobs
100% abatement for 10 years	>\$3,750,000	>50 Eligible Net New Jobs
<u>Matrix for All Other Business Types</u>		
25% abatement for 10 years	Minimum: \$500,000 Maximum: \$2,500,000	Minimum: 25 Eligible Net New Jobs Maximum: 50 Eligible Net New Jobs
50% abatement for 10 years	Minimum: \$2,500,001 Maximum: \$10,000,000	Minimum: 51 Eligible Net New Jobs Maximum: 125 Eligible Net New Jobs
75% abatement for 10 years	Minimum: \$10,000,001 Maximum: \$30,000,000	Minimum: 126 Eligible Net New Jobs Maximum: 250 Eligible Net New Jobs
100% abatement for 10 years	>\$30,000,000	>250 Eligible Net New Jobs

¹ Capital Investment will be determined by increase in appraised value from the appraised value of the property on the date of the application compared to the appraised value on the January 1 after completion of improvements, all as determined by tax appraisal from the Ellis County Appraiser’s office.

² “Eligible Net New Jobs” means each full-time equivalent job created above the monthly average full-time equivalent employee count for the 12-month period preceding the date of application. In order for a job to qualify as a “Eligible Net New Job,” each job must pay wages greater than 100% of the Region 1 wage average based on the applicant’s 4-digit NAICS code. The number of Eligible Net New Jobs must be reported annually pursuant to Section 15, and if the actual number of Eligible Net New Jobs in any year during the abatement term is less than the Eligible Net New Jobs set forth in the application, the abatement level for the remaining abatement term will be reduced in accordance with the table above.

The abatement term for projects considered under the authority of Article 11, Section 13 of the Constitution of the State of Kansas shall begin in the calendar year after the calendar year in which

the business commences its operations locally. The abatement term for projects considered under the authority of K.S.A. 12-1740 *et seq.* and K.S.A. 79-201a shall begin in the calendar year after the calendar year in which industrial revenue bonds are issued.

C. Procedure.

1. Action by the City. The City shall consider granting a tax exemption pursuant to this Policy after receipt of a complete application from the applicant in a form prescribed by the City together with the application fee and deposit. The application shall be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the project's preliminary site plans and building elevations, to prepare a cost benefit analysis, and to contact the county and the unified school district within which the property proposed for exemption is located. The project's site plans and building elevations are subject to final approval to ensure that they are similar to the preliminary plans and elevations submitted.

Based on each application and such additional information as may be requested by the City, the City shall prepare or cause to be prepared a cost benefit analysis of the proposed exemption on the city and state of Kansas, which analysis shall be used by the Governing Body in considering the request for abatement, and shall be sufficient to meet statutory requirements for obtaining property tax abatement. In making its decision, the Governing Body may also consider any fiscal and/or economic impact analyses performed by the county and the unified school district within which the property proposed for exemption is located.

Prior to formal action on each resolution of intent, the Governing Body shall conduct a public hearing thereon, to be scheduled at least seven days after publication of notice. Notice of the hearing shall also be sent to the Ellis County Clerk's Office and the unified school district within which the property proposed for exemption is located.

Any grant of property tax abatement shall be accompanied by Performance Agreement as set forth in Section 13 of this Policy, and continuing abatement shall be subject to annual review as set forth in Section 15 of this Policy.

All documents necessary to consider granting a tax exemption, including the cost benefit analysis, notice of hearing, and any resolutions or ordinances, shall be prepared or reviewed by the City's Bond Counsel.

2. Action by the State Court of Tax Appeals. If the abatement request is granted, the applicant shall prepare and submit to the City by each February 1, a copy of the abatement application required by K.S.A. 79-213 and 79-210, and the statement required by K.S.A. 79-214 for the cessation of an exempt use of property. The City Clerk shall submit such application and statement to the County Appraiser, who will forward to the Court of Tax Appeals. The City Clerk shall provide a copy of the ordinance, as published in the official city newspaper, granting an abatement from taxation to the applicant for use in filing an initial request for tax abatement as required by K.S.A. 79-213, and by K.S.A. 79-210 for subsequent years. The City expressly notes to applicants that no abatement can be provided without the approval of the State Court of Tax Appeals.

D. Payment of PILOTs.

Any payment in lieu of taxes, which shall be required of a business granted a property tax abatement of less than 100% for 10 years, shall be paid to the County Treasurer, with notice of the amount and date paid provided to the City. The County Treasurer is directed to apportion the payment, under the provisions of subsection (3) of K.S.A. 12-148, to the general fund of all taxing

subdivisions, excluding the state, which levy taxes on property where the business is situated. The apportionment shall be based on the relative amount of taxes levied, for any and all purposes by each of the applicable taxing subdivisions. The specific provisions for payment of PILOTs shall be set forth in the Performance Agreement between the City and the applicant.

SECTION 9. INDUSTRIAL REVENUE BOND POLICY

A. Policy.

It shall be the policy of the City to consider the issuance of industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.* (the “IRB Act”) for the purposes set out in Section 1 of this Policy, and the IRB Act. Industrial revenue bonds may also be issued for the purpose of property tax abatement, as set forth in Section 7 of this Policy.

B. Sales Tax Exemption for Construction Materials.

Labor and materials, as well as equipment purchased with IRB proceeds may be exempt from State and local sales tax. The City reserves the right to grant or deny such sales tax exemption in connection with the issuance of IRBs, to be determined on a case-by-case basis.

C. Cost Reimbursement/Issuance Fee.

The applicant shall reimburse the City for all costs associated with the issuance of bonds, including but not limited to, the cost-benefit analysis, all legal publication notices, application fees to the Court of Tax Appeals, the City’s bond counsel fees and all other miscellaneous costs.

For projects requesting tax abatement in connection with the issuance of industrial revenue bonds, the City shall receive an issuance fee of (i) 25 basis points (.0025) of the first \$10 million par amount of bonds being issued or the amount of constitutional tax abatement being requested, plus (ii) 20 basis points (.002) of the par amount of the second \$10 million of bonds being issued or the amount of constitutional tax abatement being requested, plus (iii) 10 basis points (.001) of the par amount in excess of \$20 million of bonds being issued or the amount of constitutional tax abatement being requested. In no event shall the issuance fee be less than \$1,500 or more than \$100,000. The fee shall be due and payable at the time the bonds are issued.

SECTION 10. COMMUNITY IMPROVEMENT DISTRICT POLICY

A: POLICY STATEMENT

It is the policy of the City to consider the establishment of CIDs for reimbursable expenses in the amount of \$250,000 or greater in order to promote economic development and tourism within the City. An applicant may petition the City to utilize special assessments or a special sales tax to fund projects eligible under the CID statutes. In considering the establishment of a CID, the Governing Body shall consider whether the proposed CID will achieve the economic development purposes outlined in Section 1 of this Policy.

It is the further policy of the City that a CID shall only be established for projects where the applicant/developer pays for the cost of eligible CID improvements (at no cost to the City) and agrees to be reimbursed on a pay-as-you-go basis for such costs from the City’s receipt of CID sales tax revenues or CID special assessment revenues.

The use of CIDs should not alter the requirements of the City's Economic Development Policy in regard to the development paying for public infrastructure or meeting building codes. When establishing a CID, special consideration will be given to public benefits. These benefits may include, but are not limited to, strengthening economic development and employment opportunities, reducing blight, enhancing tourism and cultural amenities, upgrading older retail real estate and commercial neighborhoods, and promoting sustainability and energy efficiency.

B: CRITERIA

It shall be the policy of the City to create a CID, if, in the opinion of the Governing Body, it is in the best interest of the City to do so. The Governing Body shall consider the following factors when creating a CID:

1. The project meets the City's economic development goals by expanding existing businesses or develops new businesses described in Section 1 of this Policy, and/or strengthens economic development and employment opportunities, reduces blight, enhances tourism and cultural amenities, upgrades older retail real estate and commercial neighborhoods, and promotes sustainability and energy efficiency.
2. The project uses higher standards for the design of improvements and materials used in making improvements within the CID, compared to the minimum requirements set forth in the City's current design guidelines.
3. The project extends public infrastructure to parts of the City that are not currently served by such infrastructure.

C: PROJECT ELIGIBILITY

1. It is the intent of the City to allow only projects involving capital investment and improvements to qualify for reimbursement. Purchase of consumables, and items or property considered to be operating expenses shall not qualify for reimbursement.

The following projects within the district to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, equip or extend shall be eligible for reimbursement out of the proceeds of the community improvement district sales tax:

- a. Public buildings, structures and facilities, and private not-for-profit museums;
- b. Sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
- c. Parking garages;
- d. Streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
- e. Parks, lawns, trees and other landscape;
- f. Communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks;

- g. Outdoor cultural amenities, including but not limited to, sculptures and fountains;
 - h. Private buildings, structures and facilities;
 - i. To produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, decoration of any public place in the district, promotion of such activity and special events;
 - j. To support business activity and economic development, including, but not limited to, development, retention, and the recruitment of developers and businesses;
 - k. To provide or support training programs for employees of businesses.
2. Generally, projects not listed in the foregoing eligibility section shall not be eligible for reimbursement out of the proceeds of a Community Improvement District sales tax. Additionally, the following projects within the district to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend shall be ineligible for reimbursement out of the proceeds of a community improvement district sales tax:
- a. Airports, railroads, light rail and other mass transit facilities;
 - b. Lakes, dams, docks, wharfs, lakes or river ports, channels and levies, waterways and drainage conduits.
 - c. To provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons for public property, buildings and outdoor spaces.
 - d. To provide or contract for cleaning, maintenance and other services to public property, buildings and outdoor spaces;
 - e. To contract for or conduct economic impact, planning, marketing or other studies related to the district.
 - f. Indoor cultural amenities, including but not limited to, paintings, murals and display cases, which are not located in a private not-for-profit museum;
 - g. To operate or to contract for the provision of music, news, child-care, or parking lots or garages, and buses, minibuses or other modes of transportation;
 - h. To provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons inside private buildings;
 - i. To provide or contract for cleaning, maintenance and other services to private property;
 - j. The purchase of inventory and/or supplies for use or resale.
 - k. To purchase interior furnishings.
 - l. To purchase advertising or participation and any promotional expenses.
 - m. Any other projects not permitted by state statute, as amended from time to time.

D: METHOD OF FINANCING

The governing body will consider creation of a CID where (1) the costs of CID improvements will be financed on a pay-as-you-go basis from CID sales tax revenues or (2) the costs of CID improvements consisting only of public infrastructure improvements will be financed from CID special assessments. In the instance where public infrastructure CID improvements will be financed from CID special assessments, the City will consider the issuance of special obligation CID special assessment bonds. The City will not issue special obligation or general obligation bonds for CID improvements, other than the limited circumstances set forth in this section. The proposed method of financing will be clearly shown in the petition.

E: PROCESS

The process for creation of a CID shall be as follows:

1. *Petition and Supplemental Information.* An applicant requesting that the City create a CID shall first submit a petition to the City. Such petition shall contain all of the information required by K.S.A. 12-6a26 *et seq.* and shall contain all of the required signatures of property owners as set forth in the Community Improvement District Act. Such petition shall also contain an agreement by the applicant to pay all out of pocket costs incurred by the City related to the City's review of the petition, including but not limited to the City's cost of legal counsel and financial advisors necessary to evaluate the petition. In addition to the information required by K.S.A. 12-6a26 *et seq.*, applicants must file (a) an Application for Economic Incentives and Supplemental Questionnaire, as provided by the City's Economic Development Policy, (b) a site plan for all public and private improvements to be located within the proposed CID, and (c) a business plan evidencing that the applicant has the financial ability to complete the proposed project in a timely manner and operate the project for the term of the proposed CID. The applicant shall furnish such additional information as requested by the City in order to clarify the petition or to assist staff or the Governing Body with the evaluation of the petition.
2. *Application Fee and Deposit.* The application fee and deposit, as well as any costs and expenses required to be paid by the applicant pursuant to Section 6 may be deemed costs of the improvements, and may be reimbursable to the extent permitted by the Community Improvement District Act and as authorized by the Governing Body.
3. *Timing of Submissions.* The petition and all additional information required by this Policy must be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the project's site plans, and to analyze the merits of the proposed CID in the context of existing economic development and infrastructure projects.
4. *Public Hearing.* Upon receipt of the petition and all additional information required by this Policy, the Governing Body may order a public hearing on the creation of a CID and the imposition of a CID sales tax. The Governing Body shall give public notice and hold such hearing in the manner required by the Community Improvement District Act.
5. *Governing Body Findings; Development Agreement Required.* After the public hearing is conducted, the Governing Body shall determine the advisability of creating a CID pursuant to the Community Improvement District Act. If advisable, the Governing Body may create a CID by adopting an ordinance. Contemporaneously with the adoption of an ordinance creating a CID, the Governing Body shall consider a Development Agreement between the City and the applicant setting forth the specific terms and conditions under which the City will reimburse the applicant on a pay-as-you-go basis for the costs of certain CID Improvements.

F: APPLICANT REQUIREMENTS

1. The applicant shall provide a tax clearance letter from the State of Kansas Department of Revenue to determine and ensure the applicant is compliant with all primary Kansas Tax Laws. An annual submission of the tax clearance from the State of Kansas Department of Revenue is required.
2. If a CID is created, the applicant must complete an annual report by March 1 of each year covering the previous calendar year.

3. If a CID is created, the applicant must agree in the Development Agreement to pay to the City an annual administrative fee equal to 0.5% of the annual CID revenue generated within the CID, to cover the administration and other City costs related to the CID. This fee is in lieu of the annual renewal fee of \$100.00 set forth in the City's Economic Development Policy for other economic development incentives.

G: PAYMENT OF CERTAIN COSTS

The City shall require the applicant to enter into a funding agreement or other evidence of the applicant's agreement to pay costs incurred by the City for additional legal, financial and/or planning consultants, or for direct out-of-pocket expenses and other costs relating from services rendered to the City to review, evaluate, process and consider the petition for a CID, as well as the continued maintenance of the escrow account for CID revenues and for the processing of payments of CID eligible costs. Such costs and expenses may be deemed costs of the project, to the extent permitted by the Community Improvement District Act.

H: FINANCIAL AND FISCAL IMPACT

The applicant must detail the proposed method and amount of financing, including any public financial participation requested. The applicant must financially participate in the project in an amount that is at least 25 percent of the total project cost.

I: AUTHORITY OF GOVERNING BODY

The Governing Body reserves the right to deviate from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the Governing Body, by its inherent authority, reserves the right to reject any proposal or petition for creation of a CID at any time in the review process when it considers such action to be in the best interests of the City.

SECTION 11. RURAL HOUSING IMPROVEMENT DISTRICT POLICY

A: POLICY STATEMENT

It is the policy of the City to consider the establishment of a RHID for a development containing a minimum of ten renter occupied low-income or income-qualified units. It is the further policy of the City that a RHID shall only be established for projects where the applicant/developer pays for the cost of eligible RHID improvements (at no cost to the City) and agrees to be reimbursed on a pay-as-you-go basis for such costs from the City's receipt of RHID revenues.

B. CRITERIA

It shall be the policy of the City to create a RHID, if, in the opinion of the Governing Body, it is in the best interest of the City to do so. The Governing Body shall consider the following factors when creating a RHID:

1. Assure taxpayers that the City is not financing an already viable project.
2. Assure taxpayers that the City is not financing an unreasonably high profit margin for developers. Each developer will be required to submit a detail of development costs and net

operating income including an Internal Rate of Return to be compared to the market for reasonableness.

3. Assure taxpayers that the development provides the City safeguards committing the developer to complete the project.

The Development Plan required by statute for each project must determine that the incremental ad valorem property tax revenues generated by the RHID, together with other funds committed by the Developer, will cover the estimated eligible costs of the project. All Development Plans must assume that the initial estimated incremental property tax revenues will remain flat over the term of the RHID (i.e., no plan may assume increasing incremental property tax revenues will be available to cover project costs).

All development requests must utilize drought tolerant landscaping and water efficient fixtures in order to minimize impact on water resources. City staff will provide the necessary guidance.

C: ELIGIBLE COSTS

It is the intent of the City to allow only the following development expenditures within a RHID to qualify for reimbursement out of RHID revenues:

1. Acquisition of property within the RHID
2. Payment of relocation assistance
3. Site preparation
4. Sanitary and storm sewers and lift stations
5. Drainage conduits, channels and levees
6. Street grading, paving, curbs and gutters
7. Street lighting
8. Underground public and limited private utilities, all located within the public right-of-way
9. Sidewalks
10. Water mains and extensions

D: METHOD OF FINANCING

The governing body will consider creation of a RHID where eligible costs will be financed on a pay-as-you-go basis from incremental ad valorem tax revenues generated within the RHID. The City will not issue special obligation bonds for RHID improvements.

E: PROCESS

The process for the creation of an RHID District shall be as follows:

1. *Application and Supplemental Information.* An applicant requesting that the City create a RHID must file:
 - a. an Application for Economic Incentives and Supplemental Questionnaire, as provided by the City's Economic Development Policy,
 - b. a Housing Needs Analysis meeting the requirements of K.S.A. 12-5244(a) and the guidelines of the Kansas Department of Commerce, and incorporating the findings contained in the Current Hays Housing Assessment.

- c. a Development Plan meeting the requirements of K.S.A. 12-5245, and
- d. a business plan evidencing that the applicant has the financial ability to complete the proposed project in a timely manner and that the project meets the criteria for establishment of a RHID, as set forth in this Policy.

The applicant shall furnish such additional information as requested by the City in order to clarify the application or to assist staff or the Governing Body with the evaluation of the application.

2. *Application Fee and Deposit.* The application fee and deposit as well as any costs and expenses required to be paid by the applicant pursuant to Section 6 of the Economic Development Policy are not reimbursable pursuant to the Rural Housing Incentive District Act. The applicant will pay all out of pocket costs incurred by the City related to the City's review of the application, all documents related to consideration of a RHID and the development agreement, including but not limited to the City's cost of legal counsel and financial advisors necessary to evaluate and create the proposed RHID.
3. *Timing of Submissions.* The application and other information required by this Policy must be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the submitted documents and analyze the merits of the proposed RHID in the context of existing economic development policy.
4. *Secretary of Commerce Approval.* If the Governing Body determines that it is in the best interest of the City to approve the Housing Needs Analysis and move forward with the proposed Development Plan, the Governing Body shall adopt a resolution approving the Housing Needs Analysis and submit such analysis to the Kansas Secretary of Commerce for approval. If the Secretary of Commerce agrees within the findings of the Governing Body set forth in such resolution, the Governing Body may proceed with the establishment of an RHID.
5. *Development Agreement.* Upon receipt of approval from the Secretary of Commerce, but before the Governing Body takes further action with respect to the creation of the RHID, the City and the Developer shall negotiate a development/performance agreement to implement the proposed Development Plan and including the requirements of this Policy, including particularly the requirements of Section 14 of this Policy related to Performance Agreements.
6. *Public Hearing.* When the Development Plan, a draft Development Agreement, and all additional information required by the RHID Act and this Policy are ready to be presented to the Governing Body the Governing Body will consider adopting a resolution ordering a public hearing on creation of the RHID and adoption of the plan. The Governing Body shall give such notice and hold such hearing in the manner required by the RHID Act.
7. *Governing Body Findings.* After the public hearing is conducted, if advisable, the Governing body may create an RHID district by adopting an ordinance creating the district, adopting the Development Plan, and approving the Development Agreement.

F: PAYMENT OF CERTAIN COSTS

The City shall require the applicant to enter into a funding agreement or other evidence of the applicant's agreement to pay costs incurred by the City for additional legal, financial and/or planning consultants, or for direct out-of pocket expenses and other costs relating from services rendered to the City to review, evaluate, process and consider the request for RHID. Such costs and expenses are the applicant's sole responsibility, and are not generally reimbursable pursuant to the RHID Act.

G: AUTHORITY OF THE GOVERNING BODY

The Governing Body reserves the right to deviate from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the Governing Body, by its inherent authority, reserves the right to reject any proposal or request for the creation of an RHID at any time in the review process when it considers such action to be in the best interest of the City or whenever, in the opinion of the City Commission sufficient properties are already available for the type of development being considered.

I: REVIEW

The RHID policy will be in place as long as there is a need for low-income and income-qualified housing. The City expects the Housing Needs Assessment will be updated every three to five years.

SECTION 12. MEMORANDUM OF UNDERSTANDING

Authority to issue memorandums of understanding to consider requests for economic development incentives shall lie only with the City Commission. Such memorandums of understanding shall only be issued by the City Commission, and as an expression of good faith intent, but shall not in any way bind the City to the granting of an incentive. Such memorandums of understanding shall expire six months after issuance, but may be renewed. A public hearing shall not be required prior to the issuance of memorandums of understanding.

SECTION 13. NOTICE AND HEARING

No incentive shall be granted by the City prior to a public hearing thereon. Notice of the public hearing shall be published at least seven days prior to the hearing in the official city newspaper, giving the time and place, and the hearing may be held at a regular or special meeting of the City Commission. The City Manager shall thereupon notify the Ellis County Commissioners, the superintendent of the appropriate school district, and the clerk of any taxing jurisdiction, excluding the state, which derives or could derive property taxes from the affected business advising them of the scheduled public hearing and inviting their review and comment. Upon request, the City Manager shall provide any such public agency with a copy of the application, which shall remain confidential unless released by the City Commission. The applicant business shall be invited, but not required, to attend the public hearings.

SECTION 14. PERFORMANCE AGREEMENT

Any incentive granted pursuant to this policy shall be accompanied by a Performance Agreement between the applicant and the City, which shall include provisions governing the situation if an applicant fails to meet the wage, number of jobs, and/or capital investment projections set forth in the original application. Each incentive shall be reviewed annually. The City Commission shall receive the annual review report, and if the City Commission determines that a business or project is not in compliance with the provisions of the Performance Agreement, then the incentive may be modified pursuant to the Performance Agreement as the City Commission deems appropriate. Modifications to the incentive may include, but are not limited to, termination of the incentive, reduction of any incentive (including but not limited to reductions in tax abatement due to failure to meet requirements as set forth in Section 7) and claw-back of any existing incentive. To the extent necessary, the County Appraiser and the State Court of Tax Appeals shall be notified of appropriate actions to modify any incentive.

SECTION 15. COST BENEFIT ANALYSIS

The Cost Benefit Analysis will offer a wide spectrum of information as it pertains to development, the adequacy, or inadequacy of, financial incentives, and finally, the net gain, current and future, of entering into these types of endeavors on behalf of the citizens of the City. The Cost Benefit Analysis should address the following items:

1. **DIRECT COSTS TO THE CITY.** Any identified direct cost should be included in the analysis. Examples of these types of costs include installation and assumed annual liability of municipal infrastructure to the business site, and costs of providing city General services such as public works, fire, and police protection.
2. **BENEFIT TO THE CITY.** Direct benefits include wages/salaries/benefits paid to employees, any taxes collected (property, sales, franchise fees), purchases of products/services from local vendors.
3. **COST VERSUS BENEFIT.** From a community perspective, incentives are used because a net benefit is expected. A desired benefit to cost ratio must be at least in the 1.25:1 ratio. Proposed economic development projects that achieve this benchmark traditionally employ a higher proportion of local labor, including managers, at an above-average hourly wage.

This analysis should identify the particulars involving the developer's proposal. This should include confirmation of the size of the store, financial information, number of employees, pay scale, tax collections, and other areas involving development. The developer is responsible for the development of this analysis including any cost incurred.

If asking for any financial incentives, such as a TIF, TDD, or tax abatements, the applicant shall be required to provide a detailed monetary breakdown of the program(s) being requested, including but not limited to: the determination of any revenues generated from sales taxes or an incremental increase in property taxes, the direct cost to the city in lost sales or property tax revenue, the number of years required to retire any debt being financed with the above-mentioned programs.

SECTION 16. ANNUAL REVIEW FOR COMPLIANCE

All incentives granted shall be subject to an annual review to ensure that the ownership, use of property, and the economic performance of the business, including the capital investment, employment, and wages, are pursuant to requirements and criteria of this policy, the application, and the conditions of the granting of incentives. The review shall also include a comprehensive review of the entire incentive period for the business (if applicable), including milestones and project phases for the business. The annual review shall provide an opportunity for the company receiving the incentive to describe their achievements, especially in the areas of environmentally sound practice, community engagement and services, and job training. If the business:

- A. no longer qualifies for the incentive pursuant to law or this policy;
- B. substantially fails to meet the expectations set forth in the application for an incentive, including failure to meet employment, wage, or capital investment plans in the application; or
- C. substantially fails to meet the criteria or objectives of this policy;

the City Commission, after notice and a public hearing, may modify any incentive by ordinance or resolution.

The City reserves the right to issue any level of penalties that it deems necessary. These may include; 1) rescissions, which is a complete cancellation of the incentive, 2) penalties, which are fines charged when the business does not meet a certain level of performance or relocates, and finally, 3) recalibrations, which are the provisions for changing the incentive in some manner in order to accommodate an evolving economic climate. The use of these tools will provide a safety net to the community, ensuring that its investment in the business will result in the positive benefits it expects.

Each business receiving an incentive shall be required to complete an annual report by March 1. The information in the report will cover the time period of January 1 through December 31 of the previous year. The annual report will be reviewed by May 1.

By May 1 of each year, an annual report listing all financial incentives that remain in effect will be presented to the City Commission. The annual report shall include information regarding when the incentive was granted, when the incentive expires, current property taxes paid for the property, in lieu of tax payments, amount of any industrial revenue bonds issued, the assessed value of the property, number of employees, salary and payroll of employees, and any additional information concerning the operation of the business receiving the incentive, and other information as requested by the City Commission.

The failure of a business (a) to provide accurate and timely information to the City in the preparation of the annual report or (b) to comply with the performance standards set forth in the Performance Agreement, shall be grounds for the modification or revocation of the incentive granted.

The City may require an annual renewal application to be filed or other information necessary to assure the continued qualification of the exempt business. Any material omission or misstatement of fact in information provided to the City in any such statement or renewal application may be cause for repeal of any incentive ordinance adopted, renewed or extended in reliance thereon.

SECTION 17. TRANSFER OF OWNERSHIP OR USE

Incentives granted by the City may be transferred as a result of a change in the majority ownership of the business. Any new owner shall file a new application, along with the renewal fee, for an incentive. The City shall be notified by the business of any change in ownership and any substantive change in the use of a tax exempt property.

SECTION 18. RETROACTIVE GRANTING OF INCENTIVES; “BUT FOR” PRINCIPLE

No incentives will be distributed on a retroactive funding basis. Incentives will be granted pursuant to the guidelines of this policy and effective on the date indicated and approved by the City Commission.

Each application for incentive shall demonstrate that the incentive will make such a difference in determining the decision of the business to locate, expand or remain in the City that the business would not otherwise be established, expanded or retained without the availability of the abatement.

SECTION 19. WAIVER OF STATEMENT REQUIREMENTS

The City Commission reserves the right to grant or not to grant an incentive under circumstances beyond the scope of this Statement, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the City Commission that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest.

The Commission will not entertain requests for incentives outside of what is allowed by, or in accordance with, this policy. If any interested party would like the Commission to include an additional incentive to this policy, or modify the criteria for an existing incentive, that party must formally address the Commission and request that this policy be amended.

SECTION 20. AMENDMENTS

The City Commission of the City retains the right to amend any portion of this policy as needed.

SECTION 21. TAX CLEARANCE CERTIFICATION

Any person, company, or entity receiving economic incentives under this policy must provide a Tax Clearance Certificate from the State of Kansas Department of Revenue on an annual basis prior to December 31. The Tax Clearance Certificate requirement will be in effect until such time that incentives are no longer being utilized.

SECTION 22. MANDATORY REVIEW

This policy will be subject to a mandatory review by the City Commission every three years.

Commission Work Session Agenda

Memo

From: Kim Rupp, Director of Finance

Work Session: October 20, 2016

Subject: Review petition and application for Community Improvement District to Incentivize Retail Project in the vicinity of I-70 and Vine Street

Person(s) Responsible: Kim Rupp, Director of Finance

Summary

Hays Investors, LLC submitted to the Ellis County Economic Development Coalition a petition to create a Community Improvement District (CID), an application for economic development incentives, a cost benefit analysis and the required application fee. Per the City's Economic Development Policy, the attached Term Sheet has been prepared for review by the Commission.

The property owner wishes to put in place a 1% CID in order to make the property more marketable. The development agreement would limit the reimbursable expenses to \$3,613,702.17 plus actual costs of interest on any financing at a rate not to exceed 7.0% to fund CID-eligible expenses associated with the retail development.

All materials have been reviewed by the City's special legal counsel, Gina Riekhof, Gilmore & Bell, P.C. and are found to meet all the requirements of Kansas law and the City's Economic Development Policy.

Staff recommends the commission set a public hearing by resolution to create the CID.

Background

The City's Economic Development Policy allows for petitions to create Community Improvement Districts if certain criteria are met. Currently there are two community improvement districts in place: the Holiday Inn Express and Big Creek Crossing. Hays Investors, LLC owns property in the vicinity of Home Depot and intends to construct retail development.

Discussion

This CID petition is somewhat different than previous ones in that the petition requests the district be created prior to the identification of a specific project. The CID would allow the developer to more aggressively market the property. The Developer seeks incentives related to constructing approximately 73,000 square feet of retail space, to be located on approximately 9.1 acres at the northeast corner of I-70 and Vine Street

(Highway 183), and directly north of the Home Depot. This development is expected to consist of an approximately 50,000 square foot building to be used by a national retailer and another 23,000 square feet of retail space.

A CID petition has been submitted, seeking to impose a 1% CID sales tax within the property. If approved, the total sales tax within the CID would be 10.5%.

There will be a restriction in the development agreement that would dissolve the district if certificates of occupancy for 73,000 square feet of retail space are not issued within 36 months of approval of the CID. Another restriction is that the developer will not request any other economic incentives as long as the CID is in place.

The commission will need to determine whether the project meets the general incentive standards in Section 1 of the City's Economic Development Policy. A copy of the policy is attached. All general aspects of Section 10 regarding CIDs in the Policy have been met.

Once the hearing is held, the Commission would then consider an ordinance to formally establish the CID and impose the CID sales tax. The ordinance would also approve a Development Agreement that specifies all of the terms and conditions of the project, including the eligible and ineligible costs and terms under which the Developer would be reimbursed for eligible costs.

Legal Consideration

The City Attorney has reviewed the attached documentation, and based upon the fact that bond counsel has reviewed all documents, there are no known legal obstacles to proceeding as recommended by City Staff.

Bond counsel, Gina Riekhof, Gilmore & Bell P.C. has reviewed all the documentation submitted. The owners have signed the petition and all other aspects of it comply with the requirements of K.S.A. 12-6a26 and is a valid petition for a CID under Kansas law.

Financial Consideration

The application fee of \$1000 and the deposit of \$5000 have been paid by Hays Investors, LLC to the Coalition. The \$5000 is retained to pay for the City's out of pocket costs associated with the City's review of the application including costs of legal counsel. The Policy provides that if these costs incurred exceed the fee collected, the applicant will reimburse the City for the additional costs.

Options

The City Commission has the following options:

- Move the petition forward by approving a resolution setting a hearing date on the creation of the CID
- Decline the petition for the CID
- Provide other direction to city staff

Recommendation

Move the petition forward by approving a resolution setting a hearing date on the creation of the CID.

Action Requested

Move the petition forward by approving a resolution setting a hearing date on the creation of the CID.

Supporting Documentation

Map of the Christie CID

Term Sheet, Petition and application package from Hays Investors, LLC

Resolution

City of Hays Economic Development Policy



CITY OF HAYS, KANSAS

PROJECT OVERVIEW AND SUMMARY OF ECONOMIC DEVELOPMENT INCENTIVES REQUEST

Retail Project
Developer: Hays Investors, LLC

October 11, 2016

The Proposed Project

The proposed project involves development of approximately 9.1 acres located northeast of the intersection of I-70 and Vine Street (Highway 183), and directly north of the Home Depot, all of which is inside the City limits. The City has received an application for economic development incentives, which is attached as **Exhibit A** (the “**Retail Application**”). The area proposed for development is shown on the map attached as Exhibit B to the Retail Application.

The development is proposed to consist of approximately 73,000 square feet of retail space, to be located on approximately 9.1 acres at the northeast corner of I-70 and Vine Street (Highway 183), and directly north of the Home Depot. This development (referred to in this summary as the “**Retail Project**”) is expected to consist of an approximately 50,000 square foot building to be used by a national retailer and another 23,000 square feet of retail space. The developer of the Retail Project is Hays Investors, LLC.

Estimated Total Investment

The estimated cost of the Retail Project is \$13,671,702.

Proposed Method of Financing/Requested Economic Development Incentives

The Developer has proposed the use of a community improvement district imposing a CID sales tax of 1.0%, as further described below:

The CID on the Retail Project would impose a 1.0% CID sales tax on the Retail Project property. The CID sales tax revenues would be used to reimburse the Developer of the Retail Project on a pay-as-you-go basis for CID-eligible expenses.

Based on current project cost estimates, it is estimated that approximately \$3.6 million of the total project costs are CID-eligible expenses under State law and the City’s Economic Development Policy. It is estimated that the CID sales tax will generate approximately \$3.7 million to fund CID-eligible expenses over the 22 year life of the CID.

The development agreement between the City and the Developer is proposed to contain the following restrictions:

a. The Developer will be reimbursed for CID-eligible expenses in an amount not to exceed \$3,613,702.17 plus actual costs of interest on any financing at a rate not to exceed 7.0%, but solely from any CID sales tax revenues.

b. In the event certificates of occupancy for 73,000 square feet of retail space are not issued within 36 months of approval of the CID, then the CID will be dissolved.

c. So long as the CID on the Retail Project property is in existence, the Developer will not request, and the City will not approve, any additional economic development incentives on the Retail Project property.

The CID Petition for the 1.0% sales tax on the Retail Project is attached as **Exhibit B**.

The Developer has requested that the City Commission authorize staff to negotiate a development agreement to provide for the formation of the CID under the requirements and restrictions set forth in the Petitions, this Term Sheet and the City's Economic Development Policy.

Benefits to the City

The creation of the proposed CID will further the purposes set forth in the City's Economic Development Policy of encouraging economic activity and the creation of jobs, thereby broadening its sales and property tax base and improving the quality of life for its citizens. The Policy is meant to encourage businesses that will provide additional sales tax revenues to the City.

Proposed Timeline

The proposed timeline for consideration of the two CIDs is as follows:

- | | |
|---------------------------|--|
| October 20 | City Commission work session to present application, petitions, and term sheet |
| October 27 | City Commission meeting to consider resolution calling public hearing |
| October 28/
November 4 | Publish resolution and give notice to property owners |
| November 2 | Final Drafts of Development Agreement and CID Ordinance to City |
| November 22 | Public hearings on creation of CID |
| November 22 | City Commission considers Ordinance creating CID and approving Development Agreement |

EXHIBIT A

RETAIL APPLICATION FOR ECONOMIC INCENTIVES

(see attached)

Filed an application for tax abatements or incentives in another community?

 X Yes

 No

Please note that affiliates of the Applicant have filed applications for tax abatement and/or incentives in other communities (See #10 below)

6. Names and addresses of all persons or firms that will be listed as owner(s) of the property to receive incentives:

Hays Investors, LLC

*7387 W. 162nd Street, Suite 200
Stilwell, Kansas 660852*

7. Provide a brief history of your company, including the types of developments completed (for commercial developments, please list names of retailers and service firms):

Hays Investors is a single asset entity formed to acquire the subject property in March 2004. David J. Christie, the Manager of Hays Investors, is also a principal in Christie Development Associates, LLC ("CDA"), a Stilwell, Kansas based real estate development company. Attached hereto as Exhibit A is a corporate biography of CDA and its principals, as well as a listing of completed developments and retailers.

8. Describe in general terms the legal structure of your business. Specifically indicate how your business is organized (i.e., corporation, partnership, etc.), where the entity is domiciled, ownership, subsidiaries or affiliates and any other information necessary to understand how you are legally organized.

Hays Investors is a Kansas limited liability company. It is a manager-managed entity. David J. Christie is the Manager.

9. Enclose a copy of your audited financial statements for the past five (5) years.

A copy of Hays Investors' audited financial statements has been submitted to the City under separate cover.

10. Attach to this application the names, locations and contacts of other governments from which you have received or applied for economic incentives, including but not limited to Tax Increment Financing (TIF), Transportation Development District (TDD) bonds, STAR bonds, tax abatements and/or industrial revenue bonds if applicable.

A listing of the jurisdictions in which affiliates of Hays Investors has received economic incentives is attached hereto as Exhibit C.

II. NATURE OF THE IMPROVEMENTS

1. Location of improvements:

The proposed Project is located at the intersection of I-70 and Highway 183 in Hays, Kansas. A Boundary Map of the proposed Community Improvement District is attached hereto as Exhibit B. It includes \pm 442,756.86 square feet of property which was acquired by Hays Investors in 2004 (the "Hays Investors Property").

2. New construction:

Hays Investors proposes to construct a retail center, and related improvements on the Hays Investors Property (the "Retail Project"). As shown on the Site Plan attached hereto as Exhibit D, the Retail Project will include an approximately 50,000 square foot national retailer, as well as a 13,000 square foot retail space and a 10,000 square foot retail space. The anticipated construction cost for the Retail Project, as shown on Exhibit E attached hereto, is \$13,671,702.17.

3. New Machinery and Equipment subject to personal property taxes (include approximate purchase dates and estimated useful life):

Description: *It is not anticipated that new Machinery and Equipment that are subject to personal property taxes will be purchased for the Retail Project.*

4. Please state the reason for the establishment of the new facility:

With respect to the Retail Project, Hays Investors believes that there is a significant demand for quality retail within the City of Hays and that the addition of the proposed retailers would benefit the community.

5. What are the approximate starting and completion dates for the project? The completion date is defined as the date you will be ready to utilize the new facility.

With respect to the Retail Project, the anticipated start date is May, 2017 and the anticipated completion date is July, 2019

III. PROPOSED USE AND ECONOMIC BENEFIT

1. What type of new or expanded business activity does the Applicant propose?

Hays Investors proposes the construction, development and operation of approximately 73,000 square feet of retail space (the "Retail Project"). Hays Investors is currently working with national retailers and believes that the Retail Project will attract quality businesses provided single digit rental amounts can be achieved.

2. List the type of retail or service firm to be located in the proposed development (include details of the nature and scope of the operation of the business):

With respect to the Retail Project, it is anticipated that approximately 50,000 square feet will be leased to a quality national sporting goods retailer. The remainder of the Retail Project would include junior box retailers, fast casual restaurants and/or small retail shops.

3. What percentage of the facility will the Applicant occupy?

Hays Investors will not occupy any portion of the Retail Project. All retail space will the Project will be leased to third party retailers

4. Do any of the proposed retailers or service firms have a product or process that may pose or create an environmental hazard when it is sold, destroyed or discarded?

There are no environmental hazards associated with either the Retail Project.

5. Please list all new employees and proposed wages, excluding fringe benefits, by the job titles included in the Annual Wage Survey prepared by the Kansas Department of Human Resources, if possible:

All employees located at the Retail Project will be employed by third party tenants, and not Hays Investors. Accordingly, Hays Investors does not have the information requested in this Section III.5.

Category	Job Title	Salary Range	# New Employees	# of Transfers	Avg. Annual Salary	Date Hired
Full-time Employees						
Management						
Professional						
Technical						
Clerical						
Production/Assembly						
Category	Job Title	Salary Range	# New Employees	# of Transfers	Avg. Annual Salary	Date Hired
Part-time Employees						

6. What are the employer's share of fringe benefits including health insurance but excluding vacation, holidays, and sick leave, as a percentage of annual salary by employee category. Also indicate the percentage of health insurance cost paid by the employer.

All employees located at the Retail Project will be employed by third party tenants, and not Hays Investors. Accordingly, Hays Investors does not have the information requested in this Section III.6.

Category	Fringe Benefit %	Health Insurance (% Paid by Employer)
Management		
Professional		
Technical		
Clerical		
Production/Assembly		

7. Briefly describe your medical, vacation, sick leave and retirement benefits. (Attach any appropriate benefit summary publications if applicable)

All employees located at the Retail Project will be employed by third party tenants, and not Hays Investors. Accordingly, Hays Investors does not have the information requested in this Section III.7.

8. Provide a breakdown of your annual operating expenses. Indicate the percentage of total annual operating expenses that will be spent locally within Ellis County for each item. For firms

planning to newly locate in Ellis County an accurate projection of future annual operational expenses need to be provided.

Type of Expense	Actual	Projected Total	% Spent in Ellis County	
	\$ Amount	\$ Amount	Actual %	Projected Total %
Professional services (legal, accounting, advertising, etc.)				
Business service (training, maintenance)				
Cleaning services				
Transportation				
Office Supplies				
Material and goods				
Other (specify)				

Annual operating expenses for the Retail Project will be the responsibility of third party tenants and not Hays Investors. Accordingly, Hays Investors does not have the information requested in this Section III.8.

IV. TAX ABATEMENT INFORMATION: Not applicable to Retail Development.

V. OTHER INCENTIVE INFORMATION

1. State all incentives being requested within this application:

Hays Investors is requesting the establishment of a Community Improvement District (the "CID"), which CID will impose a 1% CID sales tax on all goods and services sold within the CID for a period of up to twenty-two (22) years or until all eligible costs are reimbursed. Projected CID revenues are set forth on Exhibit F. The Retail Project will be initially funded by Hays Investor through conventional financing, with reimbursement back to Hays Investors on a pay-as-you-go basis from CID revenues generated by the Retail Project.

2. Provide reasons why economic incentives are necessary for the project:

Hays Investors is requesting economic incentives in order to make the Retail Project economically feasible. National retailers require low single digit rents in secondary markets such as Hays, Kansas. Accordingly, in order to bring these quality retailers to this market, Hays Investors will not be able to achieve the rents necessary to justify the cost of the development of the Retail Project without economic incentives.

3. What improvements or services will need to be provided by the City or County to accommodate this improvement?

Hays Investors previously developed property adjacent to the Retail Project which is now occupied by The Home Depot. During development of the Home Depot project, Hays Investors constructed transportation, utility and drainage improvements in anticipation of the Retail Project. Accordingly, the only municipal or county infrastructure services that Hays Investors

will request will be access to the City water and sewer systems, as well as standard emergency services. It is not anticipated that street improvements or modifications will be required as a result of the influx of vehicles resulting from the Retail Project. A Cost Benefit Analysis for the Retail Project is attached hereto as Exhibit H.

VI. GENERAL CONDITIONS

The following general conditions are understood and agreed to by the firm receiving economic incentives from the City of Hays:

1. The applicant must agree to and reimburse the City for the costs of any legal, financial or administrative research and work done in reviewing the proposal, preparing other necessary legal documents, and researching the qualifications of the applicant.
2. The applicant will be expected to sign a performance agreement as referenced in Section 13 of the City's Economic Development Policy, as a condition to the granting of any incentive.
3. Prior to the City's approval of any economic incentives, the applicant's proposal and information may require approval from the Kansas Department of Commerce and/or other state agencies.
4. The applicant agrees to provide additional information considered necessary by the City Manager to make a recommendation to the City Commission on granting the economic incentives.
5. Each business receiving economic incentives must complete an annual report by March 1 of each year covering the previous calendar year. Any business that has received an economic incentive shall pay an annual renewal fee of \$100.00.
6. Enclosed is the application fee of \$1,000.00 and a deposit of \$5,000.00, payable to the City of Hays, Kansas. The \$5,000.00 deposit will be retained by the City to pay for the City's out of pocket costs associated with review of this application, as further described in Section 6 (Fee Schedule) of the Economic Development Policy.

The required Supplemental Questionnaire related to the Retail Project is attached hereto as Exhibit G.

I verify that the above information and assurances made are complete and correct to the best of my knowledge.

Signature



David J. Christie
(print name)

Date

9/14/16

Manager
Title

manager

EXHIBITS:

- Exhibit A: Corporate Biography
- Exhibit B: Boundary Map
- Exhibit C: Other Governments Which Provided Economic Incentives
- Exhibit D: Site Plan
- Exhibit E: Total Retail Project Costs
- Exhibit F: Sales Projections
- Exhibit G: Supplemental Questionnaire
- Exhibit H: Cost Benefit Analysis

EXHIBIT A
Corporate Biography



David J. Christie
Managing Principal & Developer

David J. Christie is a leading real estate developer in the Midwest, specializing in build to suit and site development. After completing his education at the University of Kansas, David began his real estate career in 1980s working for the Hank Dickerson Company for three and a half years prior to starting D.J. Christie, Inc. in the spring of 1984. David traveled for companies such as Lincoln Property Company and Pacific Realty securing apartment development sites in the early 80's. He also worked as a contract leasing agent for Trammell Crow Company leasing grocery anchored shopping centers. Specializing in retail leasing and development, he proceeded to acquire land through the 80's and early 90's with partners. His focus has been retail development and renovation of existing centers, primarily grocery anchored properties. Mr. Christie has completed the development of over \$750,000,000.00 in aggregate values including retail, offices, apartments and lot development. His primary focus with Christie Development is securing build to suit and power center opportunities with national and regional retailers including, Home Depot, Target, Kohl's, Academy Sports, ALDI, Hobby Lobby and many others.

Mr. Christie has served on the board of Big Brothers and Big Sisters of Kansas City; Doulos Ministries, which operates inner city camps for at risk children; and the Garth Brooks Teammates for Kids Foundation.

David has two grown children, Natalie and Jon David, and he resides in Leawood, KS with his wife Mara.

7387 W. 162nd St., Suite 200 Shawnee, KS 66205
(913) 649-4500 FACSIMILE (913) 649-4566

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Dave Olson
Director of Construction

Dave Olson brings over Twenty Five years of retail design, construction and development to the Christie Development Associates, LLC team. Before joining Christie Development Associates, LLC in March of 2008, Dave was Vice-President, Director of Projects for Casco Corporation and managed the Circuit City Stores, Inc. and The Home Depot accounts. Casco is a leading Architectural/Engineering firm specializing in retail rollout and site development for national retail clients. Dave understands the importance of budget and schedule to the retail industry. Dave has a Bachelor of Science in Civil Engineering from Washington University, St. Louis, MO and a Bachelor of Science in Construction Technology from Missouri Western State University, St. Joseph, MO.

Dave brings creative ingenuity to solving the unique challenges presented in site development, hazardous material mitigation, and utility construction/relocation. Combined with his ability to gain the confidence of local jurisdictions, create the partnerships and cooperation needed to solve unique development opportunities. Some examples of those successes are listed below.

Pittsburg, KS: This project included the redevelopment of several properties to create a new shopping center anchored by The Home Depot, 50,000 square feet of lease space and multiple out lots. Lead contaminate soil was identified within the redevelopment area that was the result of a zinc smelter that operated in the 19th Century. Dave worked with KDHE to develop an onsite landfill contained within the shopping center public roadway right of way. The project is listed in Kansas Department of Health's and Environment's success list.

Belton, MO: The Belton Gateway project included the construction of Markey Parkway to support the shopping center development anchored by Academy Sports and Hobby Lobby. Due to schedule constraints, the construction was to be completed during January and February. The collaboration between the private and public entities resulted in the successful completion of the project during extreme weather conditions. Design, inspection and testing decisions were time sensitive due to the need to take advantage of narrow favorable weather periods. The project was awarded best project for public and private partnerships of 2014.

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(913) 649-4500 FACSIMILE (913) 649-4566

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Shawnee, KS: The Shawnee Plaza project included relocation of Midland Drive that was originally constructed in the early 20th century. The roadway relocation included the relocation of all utilities, property acquisitions from private owners and traffic signal construction through the formation of a Transportation Development District partnership with the City of Shawnee. Close coordination with Johnson County Wastewater, WaterOne, AT&T, Kansas Gas and the City of Shawnee Public Works Department was required in order to deliver the project on schedule and under budget.

Wichita, KS: Mitigation of crude oil contamination was required in order to clear the way for this shopping center development planned to be anchored by The Home Depot. Unique collaboration with Kansas Department of Health and Environment culminated in an approved mitigation plan that resulted in an acceptable approval to The Home Depot and allowed the development to move forward.

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Jon David Christie
Vice President – Retail

Jon David (J.D.) Christie brings over five years of sales experience to Christie Development Associates. Mr. Christie specializes in retail leasing and development for the firm. Throughout his career, Mr. Christie has worked with numerous national tenants, including: Dollar Tree, H&R Block, Pie Five Pizza Co., Buffalo Wild Wings, Dollar General, 9 Round Fitness, Bon Chon Chicken, Nuts & Bolts True Value Hardware, McDonald's, Natural Grocers, Sprint, Heartland Dental, Fazoli's, and many others. J.D. is also an integral part of the development process targeting property for future ground up retail developments or value add redevelopments.

Mr. Christie was born and raised in the Kansas City area, and received a business degree from the University of Kansas. Before joining Christie Development, JD was a sales representative for Zimmer Holdings, Inc. where he specialized in the sale of total joint prosthetics and musculoskeletal trauma devices. His strong commitment to client relationships and retention are an integral part of the company's growth plans. In his personal time, JD loves spending time outdoors and is an avid hunter, fisherman and golfer. JD and his wife Sabaria reside in Fairway, KS.

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References

Mr. Henry Heimsoth
Regional Managing Director
Great Southern Bank
10801 Mastin Blvd., Suite 222
Overland Park, KS 66210
Phone: (913) 345-2603

Mr. Dean Macfarlan
Managing Partner
Macfarlan Capital Partners, LP
8343 Douglas Avenue, Suite 200
Dallas, TX 75225
Phone: (214) 932-3100

Mr. Andrew Nave, CEcD
Executive Director
Shawnee Economic Development Council
15100 W. 67th Street, Suite 202
Shawnee, KS 66217-9344
Phone: (913) 631-6545

Mr. Nick Hernandez
City Manager
City of Arkansas City, KS
118 W. Central
Arkansas City, KS 67005
Phone: (620) 441-4415

Ms. Marcia Harrington
Wyandotte Economic Development Council
727 Minnesota Ave.
Kansas City, KS 66101
Phone: (913) 371-3198

Mayor Jeff Davis
City of Belton, MO
506 Main Street,
Belton, MO 64012
Phone: (816) 331-4331

Ms. Emily Tinsley, CCIM
Lease Contracting Officer
General Services Administration
1500 E. Bannister Road
Kansas City, MO 64131
Phone: (816) 823-1056

Mr. Clint Thompson
Director, Planning & Community
Development Dept.
City of St. Joseph
1100 Frederick Avenue
St. Joseph, MO 64501
Phone: (816) 271-4827

Mr. Jim Colson
City Manager
City of Topeka, KS
215 SE 7th, Room 352
Topeka, KS 66603-3914
Phone: (785) 368-3725

Mr. Kent Brown
Mariner Financial Advisors
4200 W. 115th
Leawood, KS 66211
Phone: (913) 647-9700

7387 W. 162nd St., Suite 200 Stilwell, KS 66085
(913) 649-4500 FACSIMILE (913) 649-4566

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Current Projects:

- *Shawnee Plaza Redevelopment* – Shawnee, KS – 150,000 SF - \$20,000,000
- *Crosswind Commons* – Topeka, KS – 16 Acres - \$20,000,000
- *Edmond Town Center* – Edmond, OK – 40 Acres - \$5,000,000
- *Cornerstone Commons* – Mission, KS – 21,500 SF - \$9,000,000
- *Belton Gateway* – Belton, MO – 40 Acres - \$25,000,000

Past Projects:

- *California Crossing* – Topeka, KS – 188,000 SF - \$6,500,000
- *Prairie Center* – Overland Park, KS – 300,000 SF - \$40,000,000
- *20th & Rangeline* – Joplin, MO – 150,000 SF - \$12,000,000
- *Pavilions West* – Joplin, MO – 50,000 SF - \$7,500,000
- *Pittsburg Town Center* – Pittsburg, KS – 250,000 SF - \$35,000,000
- *Hays Town Center* – Hays, KS – 300,000 SF - \$27,000,000
- *Marketplace* – Lenexa, KS – 50,000 SF - \$5,000,000
- *Belton Town Center* – Belton, MO – 450,000 SF - \$60,000,000
- *Highland Plaza (Multi-Family)* – Overland Park, KS – 126,000 SF - \$7,800,000
- *Belton Commons* – Belton, MO – 78,000 SF - \$3,800,000
- *Chelsea Crossing* – Topeka, KS – 45,000 SF - \$3,500,000
- *Shawnee Plaza* – Shawnee, KS – 50,000 SF - \$11,500,000
- *Goody's Plaza* – Madison, IN – 68,000 SF - \$6,000,000
- *Junction City Plaza* – Junction City, KS – 65,000 SF - \$7,000,000
- *Big Lots* – Emporia, KS – 40,000 SF - \$1,500,000
- *Westlake ACE Hardware* – Arkansas City, KS – 40,000 SF - \$1,950,000
- *Westlake ACE Hardware* – Garden City, KS – 40,000 SF - \$2,000,000
- *Bloomfield Portfolio* – 13 cities in 7 states – 375,000 SF - \$33,000,000
- *Harrisonville Town Center* – Harrisonville, MO – 160,000 SF - \$15,000,000
- *Maryville Town Center* – Maryville, MO – 95,000 SF - \$8,000,000
- *Amidon Plaza* – Wichita, KS – 80,000 SF - \$7,200,000
- *Broadway Plaza* – Wichita, KS – 160,000 SF - \$17,500,000
- *Staples/Dollar Tree* – Lincoln, IL – 40,000 SF - \$3,400,000
- *Bonner Springs Plaza* – Bonner Springs, KS – 41,850 SF - \$3,500,000
- *Gregory Square Plaza* – Raytown, MO – 30,000 SF - \$3,000,000
- *Cook Crossings Shopping Center* – St. Joseph, MO – 90,000 SF - \$15,000,000
- *Merriam Pointe* – Merriam, KS – 200,000 SF - \$20,000,000
- *Island Crossings* – St. Croix, US Virgin Islands - \$17,000,000

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EXHIBIT B CID Boundary Map



EXHIBIT C
Other Governments Which Provided Economic Incentives

City of Belton, Missouri
506 Main Street
Belton, Missouri 64012
(816) 331-4331
Attn: Jeff Davis, Mayor

City of St. Joseph, Missouri
1100 Frederick Avenue
St. Joseph, MO 64051
(816) 271-4827
Attn: Clint Thompson

City of Raytown, Missouri
1000 East 59th Street
Raytown, MO 64133
(816) 737-6003
Attn: City Administrator

City of Shawnee, Kansas
11110 Johnson Drive
Shawnee, KS 66203
(913) 742-6200
Attn: Carol Gonzalez

City of Bonner Springs, Kansas
205 E. Second Street
Bonner Springs, KS 66012
(913) 422-7028
Attn: City Manager

City of Topeka, Kansas
215 SE 7th Street
Topeka, KS 66603
(785) 368-3725
Attn: Jim Colson, City Manager

City of Arkansas City, Kansas
118 W. Central
Arkansas City, KS 67005
(620) 441-4415
Attn: Nick Hernandez, City Manager

City of Pittsburg, Kansas
201 W. 4th Street
Pittsburg, KS 66762
(620) 240-5123
Attn: Daron Hall, City Manager

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City of Merriam, Kansas
9001 W. 62nd Street
Merriam, KS 66202
(913) 322-5504
Attn: Linda Ehart, Finance Director

City of Mission, Kansas
6090 Woodson
Mission, KS 66202
(913) 676-8352
Attn: Laura Smith, City Administrator

EXHIBIT D Site Plan

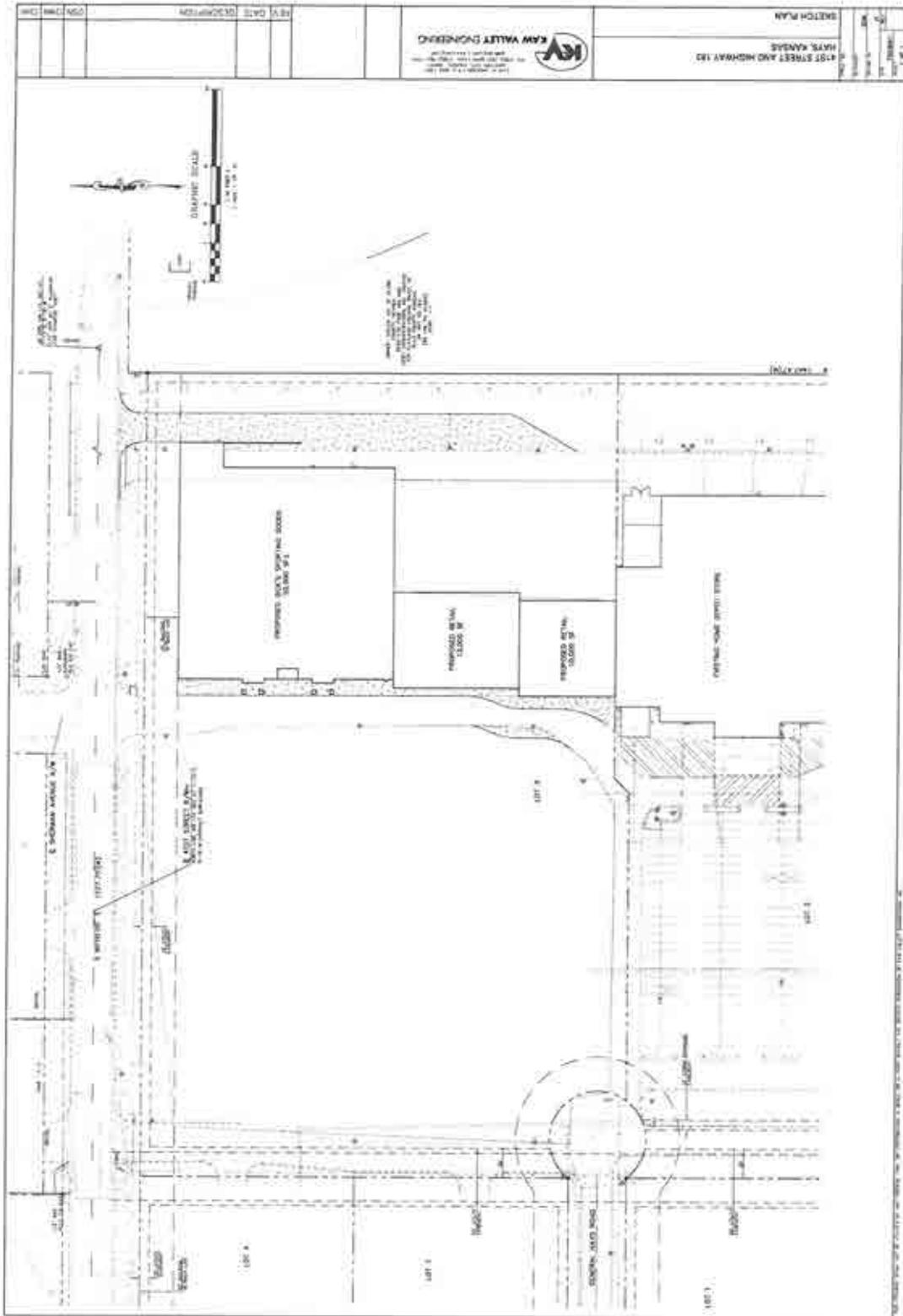


EXHIBIT E
Total Retail Project Costs

Shopping Center Phase II Concept Scope
Opinion of Probable Cost

Hays, KS

July 12, 2016

			Total Project Cost	CID Reimbursable Expense
Land Acquisition				
Land Acquisition			\$750,000.00	\$750,000.00
Commissions/Broker			\$0.00	\$0.00
Legal to Close			\$200,000.00	\$200,000.00
Loan Origination Fee			\$20,000.00	\$20,000.00
			\$25,000.00	\$25,000.00
		Land Acquisition Subtotal	\$995,000.00	\$995,000.00
Sitework				
Site Work Improvements				
Phase II Sitework			\$1,852,119.44	\$1,852,119.44
			\$0.00	\$0.00
Change Order Contingency	10.00 %	165,211.94	\$165,211.94	\$165,211.94
		Site Work Subtotal	\$1,817,331.39	\$1,817,331.39
Site Monuments And Features				
Pylon Signs			\$50,000.00	\$50,000.00
		Site Monuments Subtotal	\$50,000.00	\$50,000.00
Building				
Building Improvements (Permits, Water Sewer, A/E, CM)				
Anchor A	50,000	Square Feet	\$6,250,000.00	\$0.00
Anchor B	13,000	Square Feet	\$1,625,000.00	\$0.00
Anchor C	10,000	Square Feet	\$1,250,000.00	\$0.00
			\$0.00	\$0.00
Change Order Contingency		10.00%	\$912,500	\$0.00
		Building Improvement Subtotal	\$10,037,500.00	\$0.00
Soft Costs				
CONTINGENCY				
Interest Carry			\$250,000.00	\$250,000.00
Real Estate Taxes			\$20,500.00	\$0.00
		Construction Carry Subtotal	\$270,500.00	\$250,000.00
A&E				
Private Site Work				
Survey			\$15,000.00	\$15,000.00
Schematic Design			\$10,000.00	\$10,000.00
Preliminary Plat/Preliminary Development Plan			\$0.00	\$0.00
Final Plat			\$0.00	\$0.00
Final Plat			\$0.00	\$0.00
Storm Water Drainage Study, BMP, SWPPP and Design			\$5,000.00	\$5,000.00
Traffic Study			\$0.00	\$0.00
Wetland Delineation			\$0.00	\$0.00
USACE Permitting			\$0.00	\$0.00
Sanitary Sewer			\$5,000.00	\$5,000.00
Water Main Construction Drawings			\$10,000.00	\$10,000.00
Signal Design			\$0.00	\$0.00
Civil Construction Plans			\$55,000.00	\$55,000.00
SWPPP			\$2,500.00	\$2,500.00
Geotechnical Evaluation			\$10,000.00	\$10,000.00
Site Construction Testing			\$30,000.00	\$30,000.00
Design and Construction Administration (Monarch)			\$296,370.78	\$296,370.78
		Private Site Work Subtotal	\$438,870.78	\$438,870.78
Legal				
CID Legal Fees			\$30,000.00	\$30,000.00
City of Hays CID Legal Fees			\$20,000.00	\$20,000.00
		Legal Subtotal	\$50,000.00	\$50,000.00
Site Permit / Fees				
Site Plan review fee			\$5,000.00	\$5,000.00
Final Plat review			\$2,500.00	\$2,500.00
Miscellaneous Fees			\$5,000.00	\$5,000.00
		Permit / Fees Subtotal	\$12,500.00	\$12,500.00
Total Project Cost:			\$13,671,702.17	\$3,613,702.17
Notes:				

EXHIBIT F
Sales Projections

Retail CID Projections

CID YEAR		PROJECTED SALES	CID REVENUE*
1	2017	\$ 14,399,000	\$ 143,990
2	2018	\$ 14,614,985	\$ 146,150
3	2019	\$ 14,834,210	\$ 148,342
4	2020	\$ 15,056,723	\$ 150,567
5	2021	\$ 15,282,574	\$ 152,826
6	2022	\$ 15,511,812	\$ 155,118
7	2023	\$ 15,744,490	\$ 157,445
8	2024	\$ 15,980,657	\$ 159,807
9	2025	\$ 16,220,367	\$ 162,204
10	2026	\$ 16,463,672	\$ 164,637
11	2027	\$ 16,710,627	\$ 167,106
12	2028	\$ 16,961,287	\$ 169,613
13	2029	\$ 17,215,706	\$ 172,157
14	2030	\$ 17,473,942	\$ 174,739
15	2031	\$ 17,736,051	\$ 177,361
16	2032	\$ 18,002,092	\$ 180,021
17	2033	\$ 18,272,123	\$ 182,721
18	2034	\$ 18,546,205	\$ 185,462
19	2035	\$ 18,824,398	\$ 188,244
20	2036	\$ 19,106,764	\$ 191,068
21	2037	\$ 19,393,365	\$ 193,934
22	2038	\$ 19,684,266	\$ 196,843
TOTAL 22 YEARS		\$ 372,035,314	\$ 3,720,353
NPV OF 22 YEARS		\$179,806,493	\$ 1,798,065
		NPV Rate	7.00%

* This assumes gross collections, which does not include any state or city fees for collection.

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EXHIBIT G
Supplemental Questionnaire

1. Name of Applicant Firm: *Hays Investors, LLC*
2. Firm's SIC Code: _____
3. Description and purpose of the new business or expansion:

Hays Investors proposes the initial construction, development and leasing of a 73,000 square foot retail development. Tenants are anticipated to be national retailers and would compliment the existing neighboring development.

Capital Investment

Market or retail value of the new or additional investment:

4.	Land	<u>\$995,000</u>	
5.	Building & Improvements	<u>\$11,914,831</u>	
6.	Furniture, Fixtures & Equipment	<u>\$1,200,000</u>	

Sales and Purchases

Expected sales and purchases due to the development: *See pro forma attached to the Application as Exhibit F.*

What percentage of sales will be subject to sales tax:

		Sales	Purchases
17.	Year 1	<u>100%</u>	<u>100%</u>
18.	Year 2	<u>100%</u>	<u>100%</u>
19.	Year 3	<u>100%</u>	<u>100%</u>

20. What is the expected percentage of annual net taxable income on which state corporate income tax will be computed?

The Applicant is a limited liability company, and as such will not be responsible for state corporate income tax. Each member will be individually liable for tax obligations.

Additional Annual Utility Expenditures due to the Development
--

It is anticipated that to service the Retail Project, required water would average approximately 0.14 cubic feet per second. Peak usage is anticipated to be approximately 0.006 cubic feet per second.

New Employees due to Development

It is anticipated that Retail Project will create 120 new jobs.

New Construction

		<u>Initial Construction</u>
40.	Total Construction Cost	<u>\$13,671,702.17</u>
41.	Construction Profit Percentage	<u>4%</u>

Construction Materials Purchased

		<u>Initial Construction</u>
42.	In the State	<u>\$7,500,000</u>
43.	In the County	<u>\$5,000,000</u>
44.	In the City	<u>\$2,000,000</u>

Cost of Furniture, Fixtures, & Equipment Purchased

		<u>Initial Construction</u>
45.	In the State	<u>\$200,000</u>
46.	In the County	<u>\$0</u>
47.	In the City	<u>\$0</u>

Construction Workers and Salaries

		<u>Initial Construction</u>
48.	No. of construction workers	<u>85</u>
49.	Total salary paid average workers	<u>\$25-75/hr</u>
50.	Total construction salaries/wages	<u>\$4,165,000</u>
51.	Household size of average worker	<u>n/a</u>

Visitors due to the Development

		<u>Out-of-town visitors expected</u>
52.	Year 1	<u>30,000 – 60,000</u>
53.	Year 2	<u>30,000 – 60,000</u>
54.	Year 3	<u>30,603 – 61,206</u>
55.	Year 4	<u>30,909 – 61,818</u>
56.	Year 5	<u>31,218 – 62,636</u>
57.	Year 6	<u>31,530 – 63,262</u>
58.	Year 7	<u>31,845 – 63,894</u>
59.	Year 8	<u>32,163 – 64,532</u>
60.	Year 9	<u>32,484 – 65,177</u>
61.	Year 10	<u>32,808 – 65,828</u>

Assumptions: 1,000 customers per day to center; 20% from outside City; 10% from outside Ellis County; 300 shopping days in year; 1% growth.

2

62. How many days will an average visitor to your firm be expected to stay in the area?

1

63. How many nights will a visitor to your firm be expected to stay overnight in city hotels or motels?

unknown

64. How many nights will a visitor to your firm be expected to stay overnight anywhere in the country?

***Remainder of page intentionally left blank.
Economic Development Worksheet to follow.***

Firm's Name: *Hays Investors, LLC*

Extraordinary Payments the Firm will Make

	To the City	To the County	To the State
65. Construction Period	<i>None</i>	<i>None</i>	<i>None</i>
66. Year 1	<i>None</i>	<i>None</i>	<i>None</i>
67. Year 2	<i>None</i>	<i>None</i>	<i>None</i>
68. Year 3	<i>None</i>	<i>None</i>	<i>None</i>
69. Year 4	<i>None</i>	<i>None</i>	<i>None</i>
70. Year 5	<i>None</i>	<i>None</i>	<i>None</i>
71. Year 6	<i>None</i>	<i>None</i>	<i>None</i>
72. Year 7	<i>None</i>	<i>None</i>	<i>None</i>
73. Year 8	<i>None</i>	<i>None</i>	<i>None</i>
74. Year 9	<i>None</i>	<i>None</i>	<i>None</i>
75. Year 10	<i>None</i>	<i>None</i>	<i>None</i>

Extra Costs to Provide Infrastructure and/or Services

	To the City	To the County	To the State
76. Construction Period	<i>None</i>	<i>None</i>	<i>None</i>
77. Year 1	<i>None</i>	<i>None</i>	<i>None</i>
78. Year 2	<i>None</i>	<i>None</i>	<i>None</i>
79. Year 3	<i>None</i>	<i>None</i>	<i>None</i>
80. Year 4	<i>None</i>	<i>None</i>	<i>None</i>
81. Year 5	<i>None</i>	<i>None</i>	<i>None</i>
82. Year 6	<i>None</i>	<i>None</i>	<i>None</i>
83. Year 7	<i>None</i>	<i>None</i>	<i>None</i>
84. Year 8	<i>None</i>	<i>None</i>	<i>None</i>
85. Year 9	<i>None</i>	<i>None</i>	<i>None</i>
86. Year 10	<i>None</i>	<i>None</i>	<i>None</i>

Where New Employees Live

As a Percentage of the
Total Number of New
Employees

<i>100%</i>	87. In the city
<i>100%</i>	88. In the school district where the firm is located
<i>100%</i>	89. In the county
<i>100%</i>	90. In the region

Where New Employees Shop

Percent of Shopping

90%	91. In Kansas
75%	92. In the County
75%	93. In the City

New Employee Housing and Schools

3	94. Household size of a typical new employee
1	95. School age children in household of a typical new employee
0%	96. Percentage of new employees moving to the community for whom new housing will be required

Indirect New Employees

As a Percentage of the
Total Number of New
Employees

10%	97. Moving to the county
0%	98. Of those, moving from out-of-state

Construction Workers

Where are construction workers expected to spend their salaries?

90%	99. In the State of Kansas
95%	100. In the County
95%	101. In the City

Visitors Spending

	In the County	Of that, in the City
102. Daily retail spending by a visitor, excluding lodging	\$60	\$60
103. Average daily hotel/motel room rates	\$80	\$80

HAYS INVESTORS, LLC

By:



David J. Christie, Manager

EXHIBIT H
Cost Benefit Analysis

Hays CID - Cost-Benefit Analysis
(Summary)

New Tax Revenue Generated By Project	Real Estate Taxes	Sales Taxes	Total
City of Hays	1,679,242	6,545,618	8,224,860
Unified School District 489	3,064,466	0	3,064,466
Ellis County	2,466,408	1,885,177	4,351,584
State of Kansas	100,876	24,682,795	24,783,671
Hays TDD	0	2,805,265	2,805,265
Hays CID	0	3,720,353	3,720,353
Recreation	262,008	0	262,008
Total	7,572,999	39,639,208	47,212,207

Notes

1. These revenue projections contain forward-looking statements, which are subject to a number of risks and uncertainties beyond the developer's control. All costs are estimates and subject to change.
2. Maximum CID term is 22 years. K.S.A. 12-6a26 et seq. These projections assume a 22-year CID term.

Hays CID - Cost-Benefit Analysis
 (Summary of Tax Revenue Benefits to Taxing Districts With and Without Project)

	Taxes With Project	Taxes No Project	Benefit Of Project
Real Property Tax Revenue			
City of Hays (TIF Lite)	1,783,386	104,144	1,679,242
Unified School District 489	3,254,519	190,053	3,064,466
Ellis County	2,619,371	152,963	2,466,408
State of Kansas	107,132	6,256	100,876
Recreation	278,257	16,249	262,008

Sales Tax Revenue			
City of Hays	6,545,618	0	6,545,618
Ellis County	1,885,177	0	1,885,177
State of Kansas	24,682,795	0	24,682,795
Hays TDD	2,805,265	0	2,805,265
Hays CID	3,720,353	0	3,720,353

	Taxes With Project	Taxes No Project	Benefit Of Project
Real Property and Sales Tax Revenue			
City of Hays (TIF Lite)	8,329,004	104,144	8,224,860
Unified School District 489	3,254,519	190,053	3,064,466
Ellis County	4,504,547	152,963	4,351,584
State of Kansas	24,789,927	6,256	24,783,671
Recreation	278,257	16,249	262,008
Hays TDD	2,805,265	0	2,805,265
Hays CID	3,720,353	0	3,720,353

Total Tax Revenue			
All Taxing Districts	47,681,872	469,665	47,212,207

**Hays CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)**

Real Property Tax Revenues

Year	Assessed Value	City 2.4970%	School 4.5563%	County 3.6675%	State 0.1500%	Wheat 9.5896%
1	189,580	4,734	8,639	6,953	284	739
2	189,580	4,734	8,639	6,953	284	739
3	189,580	4,734	8,639	6,953	284	739
4	189,580	4,734	8,639	6,953	284	739
5	189,580	4,734	8,639	6,953	284	739
6	189,580	4,734	8,639	6,953	284	739
7	189,580	4,734	8,639	6,953	284	739
8	189,580	4,734	8,639	6,953	284	739
9	189,580	4,734	8,639	6,953	284	739
10	189,580	4,734	8,639	6,953	284	739
11	189,580	4,734	8,639	6,953	284	739
12	189,580	4,734	8,639	6,953	284	739
13	189,580	4,734	8,639	6,953	284	739
14	189,580	4,734	8,639	6,953	284	739
15	189,580	4,734	8,639	6,953	284	739
16	189,580	4,734	8,639	6,953	284	739
17	189,580	4,734	8,639	6,953	284	739
18	189,580	4,734	8,639	6,953	284	739
19	189,580	4,734	8,639	6,953	284	739
20	189,580	4,734	8,639	6,953	284	739
21	189,580	4,734	8,639	6,953	284	739
22	189,580	4,734	8,639	6,953	284	739
Total		104,144	190,053	152,963	6,256	16,249

**Hays CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)**

Sales Tax Revenues - Project Sales

Year	Project Sales	City 7.50%	County 0.500%	State 6.500%	Hays TDD 0.250%	New CID 1.000%
1	0	0	0	0	0	0
2	0	0	0	0	0	0
3	0	0	0	0	0	0
4	0	0	0	0	0	0
5	0	0	0	0	0	0
6	0	0	0	0	0	0
7	0	0	0	0	0	0
8	0	0	0	0	0	0
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
13	0	0	0	0	0	0
14	0	0	0	0	0	0
15	0	0	0	0	0	0
16	0	0	0	0	0	0
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	0	0	0	0	0	0
21	0	0	0	0	0	0
22	0	0	0	0	0	0
		0	0	0	0	0

Hays CID - Cost-Benefit Analysis
(Annual Benefits to Districts Without Project)

Sales Tax Revenues - Construction Material and FF&E Purchases								Total
Year	In-City Purchases	In-State Purchases	City 1.750%	County 0.500%	Hays IDD 0.750%	New CID 1.500%	State 0.500%	All Districts
1	0	0	0	0	0	0	0	21,348
2	0	0	0	0	0	0	0	21,348
3	0	0	0	0	0	0	0	21,348
4	0	0	0	0	0	0	0	21,348
5	0	0	0	0	0	0	0	21,348
6	0	0	0	0	0	0	0	21,348
7	0	0	0	0	0	0	0	21,348
8	0	0	0	0	0	0	0	21,348
9	0	0	0	0	0	0	0	21,348
10	0	0	0	0	0	0	0	21,348
11	0	0	0	0	0	0	0	21,348
12	0	0	0	0	0	0	0	21,348
13	0	0	0	0	0	0	0	21,348
14	0	0	0	0	0	0	0	21,348
15	0	0	0	0	0	0	0	21,348
16	0	0	0	0	0	0	0	21,348
17	0	0	0	0	0	0	0	21,348
18	0	0	0	0	0	0	0	21,348
19	0	0	0	0	0	0	0	21,348
20	0	0	0	0	0	0	0	21,348
21	0	0	0	0	0	0	0	21,348
22	0	0	0	0	0	0	0	21,348
Total	0	0	0	0	0	0	0	469,665

**Hays CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Real Property Tax Revenues

Year	Post-Redevelopment Assessed Value	City 2.4920%	School 4.5565%	County 3.6675%	State 11.1100%	Recruiting 0.3695%
1	2,616,257	65,328	119,218	95,951	3,924	10,193
2	2,668,582	66,634	121,602	97,870	4,003	10,397
3	2,721,953	67,967	124,034	99,828	4,083	10,605
4	2,776,392	69,327	126,515	101,824	4,165	10,817
5	2,831,920	70,713	129,045	103,861	4,248	11,033
6	2,888,559	72,127	131,626	105,938	4,333	11,254
7	2,946,330	73,570	134,258	108,057	4,419	11,479
8	3,005,256	75,041	136,944	110,218	4,508	11,708
9	3,065,362	76,542	139,682	112,422	4,598	11,943
10	3,126,669	78,073	142,476	114,671	4,690	12,182
11	3,189,202	79,634	145,326	116,964	4,784	12,425
12	3,252,986	81,227	148,232	119,303	4,879	12,674
13	3,318,046	82,852	151,197	121,689	4,977	12,927
14	3,384,407	84,509	154,221	124,123	5,077	13,186
15	3,452,095	86,199	157,305	126,606	5,178	13,449
16	3,521,137	87,923	160,451	129,138	5,282	13,718
17	3,591,560	89,681	163,660	131,720	5,387	13,993
18	3,663,391	91,475	166,933	134,355	5,495	14,273
19	3,736,659	93,304	170,272	137,042	5,605	14,558
20	3,811,392	95,170	173,678	139,783	5,717	14,849
21	3,887,620	97,074	177,151	142,578	5,831	15,146
22	3,965,372	99,015	180,694	145,430	5,948	15,449
Total		1,783,386	3,254,519	2,619,371	107,132	278,257

**Hays CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Sales Tax Revenues - Project Sales

Year	Project Sales	City 1.750%	County 0.550%	State 6.500%	Hays IDB 0.750%	New CID 7.000%
1	14,399,000	251,983	71,995	935,925	107,995	143,990
2	14,614,985	255,762	73,075	949,974	109,612	146,150
3	14,834,210	259,599	74,171	964,224	111,257	148,342
4	15,056,723	263,493	75,284	978,687	112,925	150,567
5	15,282,574	267,445	76,413	993,367	114,619	152,826
6	15,511,812	271,457	77,559	1,008,268	116,339	155,118
7	15,744,490	275,529	78,722	1,023,392	118,084	157,445
8	15,980,657	279,661	79,903	1,038,743	119,855	159,807
9	16,220,367	283,856	81,102	1,054,324	121,653	162,204
10	16,463,672	288,114	82,318	1,070,139	123,478	164,637
11	16,710,627	292,436	83,555	1,086,191	125,330	167,106
12	16,961,287	296,823	84,806	1,102,484	127,210	169,613
13	17,215,706	301,275	86,079	1,119,021	129,118	172,157
14	17,473,942	305,794	87,370	1,135,806	131,055	174,739
15	17,736,051	310,381	88,680	1,152,843	133,020	177,361
16	18,002,092	315,037	90,010	1,170,136	135,016	180,021
17	18,272,129	319,762	91,361	1,187,688	137,041	182,721
18	18,546,205	324,559	92,731	1,205,503	139,097	185,462
19	18,824,398	329,427	94,122	1,223,586	141,183	188,244
20	19,106,764	334,368	95,534	1,241,940	143,301	191,068
21	19,393,365	339,384	96,967	1,260,569	145,450	193,934
22	19,684,266	344,475	98,421	1,279,477	147,632	196,843
		6,510,618	1,860,177	24,182,295	2,790,265	3,720,353
					NPV	\$1,798,064.93

**Hays CID - Cost-Benefit Analysis
(Annual Benefits to Districts With Project)**

Sales Tax Revenues - Construction Material and FF&E Purchases									Total
Year	In-City Purchases	In-County Purchases	In-State Purchases	City 1.750%	County 0.500%	Hays CID 0.700%	New CID 1.000%	State 6.500%	All Districts
1	2,000,000	5,000,000	7,700,000	35,000	25,000	15,000	0	500,500	2,382,009
2	0	0	0	0	0	0	0	0	1,835,000
3	0	0	0	0	0	0	0	0	1,864,108
4	0	0	0	0	0	0	0	0	1,893,603
5	0	0	0	0	0	0	0	0	1,923,570
6	0	0	0	0	0	0	0	0	1,954,018
7	0	0	0	0	0	0	0	0	1,984,955
8	0	0	0	0	0	0	0	0	2,016,388
9	0	0	0	0	0	0	0	0	2,048,326
10	0	0	0	0	0	0	0	0	2,080,777
11	0	0	0	0	0	0	0	0	2,113,749
12	0	0	0	0	0	0	0	0	2,147,251
13	0	0	0	0	0	0	0	0	2,181,291
14	0	0	0	0	0	0	0	0	2,215,879
15	0	0	0	0	0	0	0	0	2,251,022
16	0	0	0	0	0	0	0	0	2,286,731
17	0	0	0	0	0	0	0	0	2,323,015
18	0	0	0	0	0	0	0	0	2,359,882
19	0	0	0	0	0	0	0	0	2,397,343
20	0	0	0	0	0	0	0	0	2,435,407
21	0	0	0	0	0	0	0	0	2,474,084
22	0	0	0	0	0	0	0	0	2,513,384
Total				35,000	25,000	15,000	0	500,500	47,681,872

**Hays CID - Cost-Benefit Analysis
(Real Property Assumptions)**

Growth & Assessment Rates		Real Property Levy Rates	
Annual growth rate real property (with project)	2%	Taxing District	Levy
Annual depreciation real property (no project)	0%	City of Hays (TIF Lite)	2.4970%
Commercial assessment rate	25%	Unified School District 489	4.5568%
Parcel Information		Ellis County	3.6675%
Retail Project Area		State of Kansas	0.1500%
Current appraised value (land only)	50	Recreation	0.3896%
Current assessed value (land only)	13	Total levy rate	11.2609%
Post-Redevelopment Values			
Retail Project Area			
Land purchase price	995,000		
Post-redevelopment land appraised value	995,000		
Construction costs (excluding FF&E)	12,626,702		
Percentage of construction costs in improvement appraised value	75%		
Post-redevelopment improvement appraised value	9,470,027		
Pre- and Post-Redevelopment Appraised and Assessed Real Property Values			
Retail Project Area			
Current appraised value - Land	653,610	Current assessed value - Land	163,403
Current appraised value - Improvements	104,710	Current assessed value - Improvements	26,178
Year 1 appraised value - Land	995,000	Year 1 assessed value - Land	248,750
Year 1 appraised value - Improvements	9,470,027	Year 1 assessed value - Improvements	2,367,507

**Hays CID - Cost-Benefit Analysis
(Sales Tax Assumptions)**

Sales Tax Rates	
Taxing District	Retail Rate
City of Hays	1.750%
Ellis County	0.500%
State of Kansas	6.500%
Hays TDD	0.750%
Hays CID	1.000%
Total sales tax	10.500%

Project Sales	
	Retail
Current	0
Year 1	14,399,000
Year 2	14,614,985
Year 3	14,834,210
Year 4	15,056,723
Year 5	15,282,574
Discount Rate	7.0%
Annual growth rate sales	1.5%

Purchases (Construction Materials and FF&E)	
Within State of Kansas	7,700,000
Within Ellis County	5,000,000
Within City of Hays	2,000,000

Notes

1. These revenue projections assume that sales taxes are renewed following expiration dates, if any, at the same levy rate.

City of Hays
Application for
Economic Incentives
Hays Investors, LLC

EXHIBIT B

CID PETITION FOR RETAIL PROJECT

(see attached)

PETITION

FOR THE CREATION OF HAYS INVESTORS COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body of the City of Hays, Kansas (the “Governing Body”)

The undersigned, being the owner of record, whether resident or not, of all of the land area contained within the hereinafter described proposed Community Improvement District (the “District”) to be located within the City of Hays, Kansas (the “City”), do hereby request that the Governing Body create such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a26 *et seq.* (the “Act”). In furtherance of such request, the petitioners state as follows:

General Nature of the Proposed District Project

The general nature of the proposed District project (the “Project”) to be constructed by Hays Investors, LLC (the "Developer") within the District includes but is not limited to an approximately 73,000 square foot retail project (the "Retail Project").

Estimated Costs of the Proposed District Project

The total estimated cost of the proposed Project is the sum of \$13,671,702.17 (the Retail Project), of which approximately \$3,613,702.17¹, plus the City’s administrative costs (and plus actual costs of interest on any financing at a rate not to exceed 7.00% per annum) is proposed to be funded by the District ("Reimbursable Project Costs"). An itemized list of the estimated costs of the Project and the estimated Reimbursable Project Costs are set forth on **Exhibit A** attached hereto and incorporated by reference herein.

Proposed Method of Financing the Proposed Project

The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds, and the Developer will be reimbursed for the Reimbursable Project Costs (plus interest) as moneys are deposited in the District fund through the imposition of a Community Improvement District sales tax (the “CID Sales Tax”).

¹ This amount represents the total amount of projected CID Reimbursable Costs. CID Revenues are anticipated to be less than this maximum amount, which may require the Developer to make up the difference with additional equity and/or debt.

Proposed Amount and Method of Assessment

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Project described by this Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales Tax will be imposed in the amount of one percent (1%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District.

Boundaries of Proposed Community Improvement District

The legal description of the proposed District is set forth on Exhibit B attached hereto and incorporated by reference herein.

A site plan generally outlining the boundaries of the proposed District is attached as Exhibit C hereto, and incorporated by reference herein.

Notice to Petition Signers

The names of the signer of this Petition may not be withdrawn from this Petition by the signer hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first. The signer of this Petition consent to any assessments to the extent described herein without regard to benefits conferred by the Project.

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing Petition to create the Hays Investors Community Improvement District on the dates recorded below:

HAYS INVESTORS, LLC

By:  _____
David J. Christie, Manager

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 14th day of September, 2016, before me personally appeared David J. Christie, who being by me duly sworn did say that he is the Manager of Hays Investors, LLC, and that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged to me that he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

My Commission expires: August 27, 2017

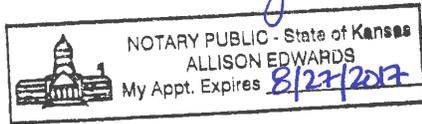


EXHIBIT A
BUDGET

	<u>Cost</u>	<u>CID Reimbursable</u>
Land	\$995,000	\$995,000.00
Site Work	\$1,817,331.39	\$1,817,331.39
Signage	\$50,000.00	\$50,000.00
Building Costs	\$10,037,500.00	\$0.00
Interest	\$250,000.00	\$250,000.00
Taxes	\$20,500.00	\$0.00
Architectural and Engineering	\$438,870.78	\$438,870.78
Legal	\$50,000.00	\$50,000.00
Permit/Fees	\$12,500.00	\$12,500.00
TOTAL	\$13,671,702.17	\$3,613,702.17

SOURCES

	<u>Cost</u>
Equity (25%)	\$3,417,925.53
Debt Financing	\$8,455,710.70
CID Revenues ²	\$1,798,065.93
TOTAL	\$13,671,702.17

² This is the net present value of the CID revenues, as reflected in the cost-benefit analysis.
{30037 / 68378; 714815.6 }

EXHIBIT B
LEGAL DESCRIPTION

Lot 3 HOME DEPOT ADDITION, a subdivision in Hays, Ellis County, Kansas,
according to the recorded plat thereof.

(Published in *The Hays Daily News* on October 28 and November 4, 2016)

RESOLUTION NO. _____

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF HAYS, KANSAS TO BE KNOWN AS THE HAYS INVESTORS COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et. seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk on _____, 2016, proposing the creation of the Hays Investors Community Improvement District ("CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of projects as described in the Petition (the "Projects"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the City of Hays, Kansas (the "City") intends to create the CID and to levy a community improvement district sales tax in an amount equal to 2.0% as requested in the Petition (the "CID Sales Tax"); and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects set forth in the Petition and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects set forth in the Petition, and whether to impose a CID Sales Tax in an amount equal to 2.0% and such other matters related thereto, such public hearing to be held on **November 22, 2016 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, City Commission Chambers, 1507 Main Street, Hays, Kansas, under the authority of the Act.

SECTION 3. Proposed CID Projects. The general nature of the proposed project is construction of an approximately 41,000 square foot, 80 room hotel and ancillary improvements, generally located at the northeast corner of the intersection of I-70 and Vine Street (Highway 183) in the City. The Projects may be more particularly described as the construction, maintenance, and procurement

of certain improvements and costs within the proposed CID, including but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, soft costs of the Projects, and the City's administrative costs in establishing and maintaining the CID, and other items permitted to be financed within the CID under the Act (collectively, the "Projects").

SECTION 4. Estimated Cost. The estimated cost of the proposed Projects is \$13,671,702.17, of which approximately \$3,613,702.17 plus the City's administrative costs (and plus actual costs of interest on any financing at a rate not to exceed 7.00% per annum) is proposed to be funded by pay-as-you-go financing, as defined in the Act.

SECTION 5. Method of Financing, Community Improvement District Sales Tax and Special Assessments. The estimated cost of the proposed Projects, plus interest will be financed by through a combination of private equity, private debt and pay-as-you-go financing, as defined in the Act. It is proposed that a CID Sales Tax in an amount equal to 2.0% be levied. There will not be any special assessments on property within the boundaries of the CID to pay the costs of the Projects.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 7. Notice of Hearing. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

SECTION 8. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on October 27, 2016.

By: _____
Mayor

[SEAL]

By: _____
City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED HAYS INVESTORS COMMUNITY
IMPROVEMENT DISTRICT**

Lot 3 HOME DEPOT ADDITION, a subdivision in Hays, Ellis County, Kansas, according to the recorded plat thereof.

EXHIBIT B

**MAP OF PROPOSED HAYS INVESTORS
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Ellis County, Hays, Kansas:

[SEE ATTACHED MAP]

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: October 20, 2016

Subject: 8th Street Reconstruction – Design Contract

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

The Capital Improvement Plan within the 2017 Budget includes a project to reconstruct 8th Street from Milner to Vine Street. In order to complete construction in 2017, it is necessary to begin engineering design at this time. Staff has solicited proposals from qualified engineering firms to prepare plans for the reconstruction project. The lowest cost proposal was presented by Driggs Design Group of Manhattan and Hays at a cost of \$68,880. The cost would be funded from Commission Capital Reserves.

Background

In March 2016, staff presented bids for the 2016 Street Maintenance Plan along with a plan for future major street rehabilitation projects. The number one priority at that time for streets to be reconstructed was 8th Street from Milner to Vine. This particular project has been in the Capital Improvement Program (CIP) queue since 2011. 8th Street is classified as a Minor Arterial road constructed of 3-lanes of concrete with curb and gutter. Much of the pavement is cracked and deteriorating, the curb and gutter is in disrepair and existing sidewalk and curb ramps are not in compliance with the current ADA standards. The plan is to reconstruct the pavement, curb & gutter, and sidewalk to its current configuration bringing everything into compliance with ADA guidelines. The project also includes the upgrade of water services along this section of 8th street during the reconstruction.

Discussion

Staff solicited fee based proposals from engineering firms for design services. **See attached Request for Proposals.** The City received following proposals:

CFS Engineers (Topeka)	\$ 92,000.00
Driggs Design (Hays/Manhattan)	\$ 68,880.00
HW Lochner (Salina)	\$ 98,000.00
Olsson Associates (Manhattan)	\$175,000.00
PEC (Wichita)	\$ 88,500.00
Penco (Plainville)	\$ 87,500.00

The Scope of Services includes engineering design of the project through bid letting, pre-construction meetings, and review of contractor submittals. Inspection of the project is to be completed in-house. Additional technical services during construction, if necessary, would be additional work, or done under separate contract. **See attached Engineering Service Agreement.**

The current design schedule calls for a bid opening in March 2017 with construction during the 2017 construction season.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

This project was listed in the CIP of the 2017 Budget with a cost estimate of \$2.5 million to be funded out of City Commission Reserves. An additional \$100,000 was budget in Water Capital to upgrade water services along 8th Street.

The \$68,880 cost of Design Engineering is included in the above cost estimates, and would be paid out of Commission Capital Reserves.

Options

The City Commission has the following options:

1. Authorize the City Manager to enter an agreement with Driggs Design Group for Engineering Services.
2. Direct Staff to another option;
3. Do nothing.

Recommendation

Staff recommends the City Commission Authorize the City Manager to enter an agreement with Driggs Design Group for Engineering Services.

Action Requested

Authorize the City Manager to enter an agreement with Driggs Design Group in the amount of \$68,800 for Engineering Services related to the design of the reconstruction of 8th Street from Milner to Vine to be funded from Commission Capital Reserves.

Supporting Documentation

2017 Budget Justification Sheet
Request for Proposals
Driggs Design Proposal
Engineering Service Agreement

PROJECT FORM

PROJECT: 8th Street Reconstruction – Milner to Vine Street

FISCAL YEAR: 2017

PROJECT NO: 2016-18

FUND: City Commission Reserve

DEPARTMENT: Public Works



PROJECT DESCRIPTION: Reconstruct 8th Street from Milner to Vine Street to include new concrete pavement, subgrade stabilization, new curb and gutter, sidewalk and drive entrances.

NEED, JUSTIFICATION, BENEFIT: This stretch of 8th Street carries over 7,000 vehicles per day and the pavement has failed to the point of needing replacement. The project ranks high on staff’s priority list of streets to be reconstructed and has been listed in the CIP Priority Queue since 2014.

CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT: Delaying the reconstruction of this street will accelerate its deterioration and result in more resources being spent on maintenance.

THIS PROJECT IS RELATED TO THE FOLLOWING: Waterline Upgrades – 8th Street Milner to Vine.

EXPLANATION OF IMPACT ON OPERATING BUDGET: Execution of this project would reduce the recurring costs of continually maintaining the pavement on this stretch of 8th Street.

TIMELINE/CURRENT STATUS: Pending Budget approval, an engineering firm will be hired for design work in the fall of 2016, bidding planned for the Spring of 2017, and construction in the summer/fall of 2017.

COMMENTS:

IMPACT ON OPERATING BUDGET:		FINANCING:	
2017	\$	City Commission Reserve	\$2,500,000
2018	\$		\$
2019	\$		\$
2020	\$		\$
2021	\$		\$
5-YEAR TOTAL:	\$		\$2,500,000

***City of Hays
Request for Proposals***

COH Project 2016-18

***Street Reconstruction
8th Street – Milner to Vine
Design Engineering Services***

Date of Issue: August 15, 2016

Pre-Proposal Conference Date: September 7, 2016

Proposal Due Date: September 15, 2016

Revised September 7, 2016

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1. Introduction

The City of Hays invites your firm to submit a written proposal to provide Engineering Services related to the reconstruction of 8th Street from Milner to Vine in Hays, KS.

8th Street is functionally classified as a Minor Arterial and carries approximately 7,000 vehicles per day. It is currently a three lane road with curb and gutter, and the plan is to maintain that configuration. The problems with the street section are the concrete pavement is failing, much of the curb and gutter needs to be replaced, there are many entrances and curb ramps that are not ADA compliant, and there are power poles and street light poles located in the middle of the sidewalk. The City Commission has budgeted \$2.5 million dollars for design and reconstruction of this roadway in 2017.

The scope of the project includes: The reconstruction of approximately 2,200 LF of 3-lane road, to include all pavement, curbing, intersection returns, sidewalk, driveways, ADA ramps, stormwater inlet tops, new water services, limited waterline replacement at the intersection of 8th and Riley, power pole and/or sidewalk relocation, and street lighting upgrades. Project is further detailed in **Exhibit B**.

Currently, 100% of funding is expected to be local as state/federal funding is not anticipated.

This written Request for Proposal (RFP) states the scope of work and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm can best satisfy the requirements of the City of Hays. The City of Hays reserves the right to enter an agreement with the firm presenting the proposal most advantageous to the City of Hays.

2. Rules of Preparation

The submitted proposals must follow the rules and format established in this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

3. Proposer Inquiries

The Public Works Department of the City of Hays has prepared this RFP and has designated the Assistant Director of Public Works, John Braun, as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to:

John Braun, Assistant Director of Public Works
City of Hays Public Works Department
1002 Vine Street
Hays, Kansas 67601
(785) 628-7350 office
(785) 628-7352 fax
johnbraun@haysusa.com

To ensure a timely response, questions should be faxed or e-mailed to the Project Manager at the specified number or address above.

No inquiries will be accepted after noon on September 12, 2016. If necessary, the City will issue a revision to the RFP by noon on September 13, 2016.

4. Submission of Proposals

Please prepare and submit original plus two (2) copies of the proposal. Completed proposals shall be sealed and clearly marked "**Street Design Proposal**" and be submitted no later than 5:00 P.M. **September 15, 2016**, to the Public Works Department, 1002 Vine Street, Hays, KS 67601. Alternatively, one digital file in pdf format may be e-mailed to the Project Manager identified in Section 3 by the date and time specified above.

Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm. Responses will be evaluated objectively based on the firm's responses to the RFP.

The City of Hays will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the proposal shall be borne by the proposing firm.

5. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Hays after the proposal submission deadline.

6. Minimum Specifications/Scope of Services

Proposals shall address all engineering services necessary to complete the project as detailed in **Exhibit B – Scope of Services**.

Each proposal shall include a draft Agreement for Engineering Services. The agreement shall include but not be limited to: definition of project scope, scope of services to be provided by the consultant, scope of services to be provided by the City, time schedule, and compensation. For the purpose of evaluating proposals, the Consultant shall complete and sign the proposal sheet in **Exhibit C**.

7. Contractual Obligations

The successful firm will be required to enter an Agreement for Professional Services with the City of Hays in which the firm will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Proposal - The proposal submitted in response to this RFP will be incorporated as part of the Agreement for Professional Services.

Indemnification and Insurance - The successful firm(s) shall indemnify and hold the City of Hays and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk's office within four weeks of the signing of the contract by both parties.

- a. General Liability Insurance, with a combined single limit of \$100,000 for each occurrence and \$200,000 in the aggregate
- b. Automobile Liability Insurance – per law.
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence
- d. Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate

The successful firm shall require all of its subcontractors to maintain the same level of insurance listed above.

Costs - All costs are to be stated in exact amounts. All costs must be detailed specifically in the cost summary section of the proposal; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

Selection - The final award is subject to the City of Hays Purchasing Policy.

8. Right of the City of Hays to Reject Proposals

The City of Hays reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City of Hays may deem necessary in its best interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

9. Evaluations

The committee evaluating the proposals will recommend the proposal that best serves the City of Hays' needs at the lowest possible cost.

10. Non-limitations to RFP

The format of the RFP must be followed and all requested information must be submitted as indicated; however, the City of Hays is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP terms and conditions must be included in writing in the proposal.

11. Pre-proposal Conference

September 7, 2016, 1:30 pm, Public Works Conference Room, 1002 Vine Street, Hays, KS

12. Interpretations and addenda

No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Hays unless repeated in writing and distributed as an addendum by the City of Hays. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

13. Projected Schedule of Events

Release of RFP Document	<u><i>August 15, 2016</i></u>
Pre-proposal Conference	<u><i>September 7, 2016</i></u>
Last day to submit proposals	<u><i>September 15, 2016</i></u>

Staff recommendation to City Commission	<u>September 21, 2016</u>
Tentative City Commission approval of contract	<u>October 13, 2016</u>
<u>Target Bid Opening Date</u>	<u>March 28, 2017</u>
Contract Completion Date (to be set by Agreement)	<u>(2017 construction)</u>

14. Proposal Response Format

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The proposal should be organized into the following major parts:

Executive Summary- A brief and non-technical narrative describing the proposal.

Company Background - Information regarding the firm's stability, length of time in business, past history, future plans, company size, organization.

Responses to Functional Requirements - Responses to the requirements listed in this RFP must be provided. Notes of explanation or clarification must be included with specific reference to the item in question. Include a time schedule for completion of your firm's work and an estimate of time commitments from city staff.

Client References - Provide at least three client references that are similar in nature, size or complexity to that described in this RFP.

Contract Terms and Conditions - This section is to contain the firm's sample agreements for Professional Services. This section is intended to form the basis for the development of a Professional Service Agreement to be awarded as a result of the RFP.

Schedule – projection of anticipated starting and ending dates.

Cost Quotations - All costs must be ~~itemized and~~ included in this section as part of a lump sum fee.

15. Confidentiality of Documents

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by City of Hays. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Hays to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

16. Legal Notice

All City of Hays contracts are subject to the provisions of Section 2-576 through 2-580 of the City of Hays, Kansas, Code of Ordinances.

All parties doing business with the City of Hays should familiarize themselves with the provisions of the City of Hays Code of Ordinances Sections 2-576 through 2-580, prior to proposing any contract to the City of Hays.

To the extent any contract entered into by or on behalf of the City of Hays, Kansas, omits any of the contract provisions required by the City of Hays Code of Ordinances, the Code will prevail and the required contract provisions will be read into the contract. To the extent any contract entered into by or on behalf of the City of Hays, Kansas contains any of the contract provisions barred by the City of Hays Code of Ordinances, the Code will prevail and the offending provisions shall be null and void and shall be unenforceable as to the City of Hays, Kansas.

The City of Hays expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Hays shall be subject to and required to comply with all applicable City, State and Federal provisions.

The City of Hays has an affirmative action program. Any firm will be required to include the following statement in any contract with the City of Hays:

"Contractor shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, age, marital status, veteran status, sexual orientation, disability, or medical condition, or any other characteristic under applicable law. Contractor shall comply with all requirements of the City of Hays pertaining to affirmative action with regard to employment while this Agreement is in effect."

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The City reserves the right to complete any aspect of this project with City Personnel preceding, during or after the project is complete. Those items would be deleted from the Consultants scope of services. At any time, the City may elect to abandon the project. At that time, the consultant would be compensated for all items previously completed.

Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of the City of Hays.

CITY OF HAYS, KANSAS

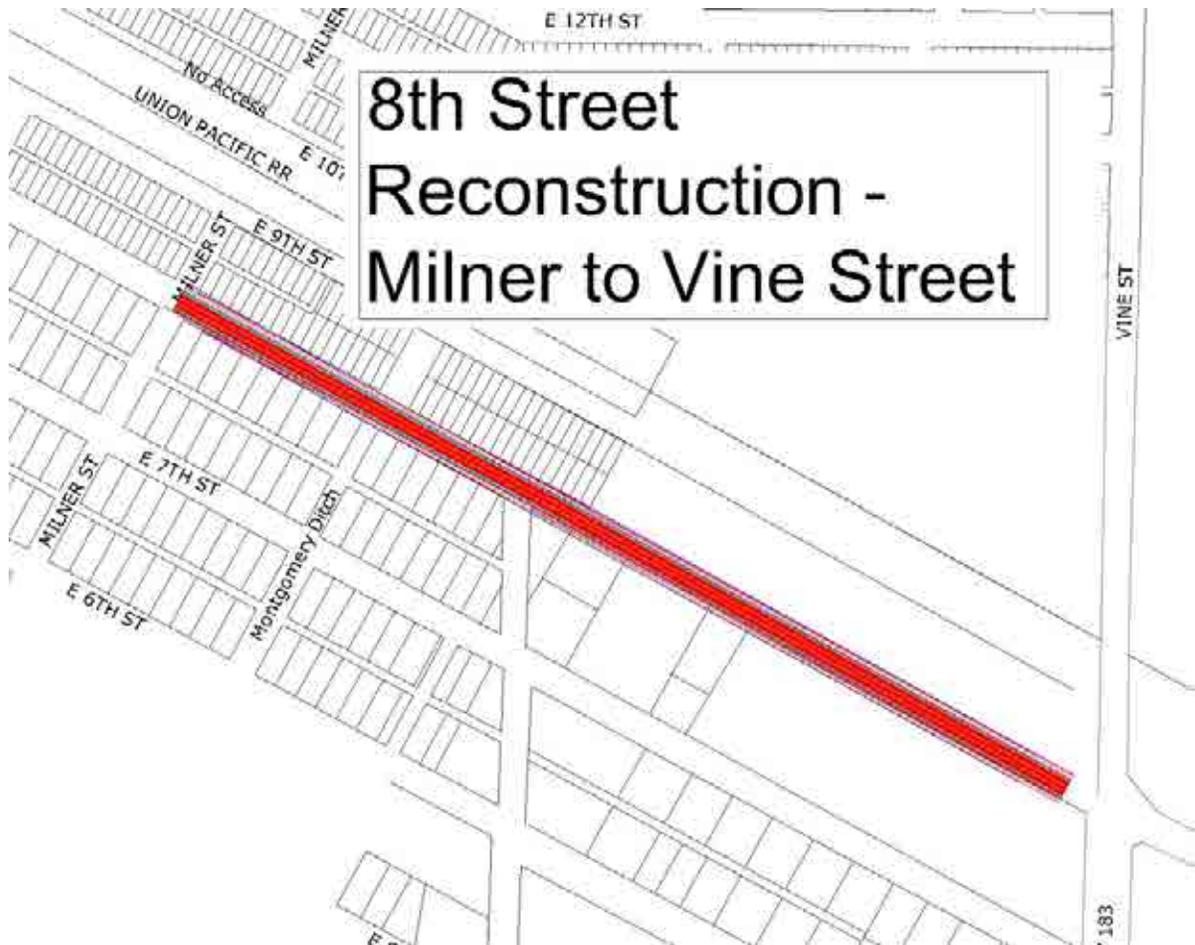
CITY CONTRACTS

This contract is subject to the provisions of Section 2-576 through 2-580
of the City of Hays, Kansas, Code of Ordinances.

All parties doing business with the City of Hays should familiarize themselves
with the provisions of the City of Hays Code of Ordinances Sections 2-576
through 2-580, prior to proposing any contract to the City of Hays.

To the extent any contract entered into by or on behalf of the City of Hays, Kansas,
omits any of the contract provisions required by the City of Hays Code of
Ordinances, the Code will prevail and the required contract provisions
will be read into the contract. To the extent any contract entered into by
or on behalf of the City of Hays, Kansas, contains any of the contract
provisions barred by the City of Hays Code of Ordinances, the Code will
prevail and the offending provisions shall be null and void and
shall be unenforceable as to the City of Hays, Kansas.

Exhibit A



**SCOPE OF SERVICES
TO BE PROVIDED BY THE CONSULTANT**

Provide Engineering Services related to the preparation of construction plans and bid documents for the proposed reconstruction of 8th Street from Milner to Vine Street:

- 2200 LF of street center line,
- 3- lanes concrete pavement, typically 40' wide,
- Standard curb and gutter,
- Intersection returns and drive entrances,
- ADA Ramps and sidewalk on both sides of the street,
- New storm sewer inlet tops (existing storm sewer pipe to remain)
- New water service connections (taps, meter cans, and service lines)
- Upgrade 4" waterline under new pavement in the intersection of 8th and Riley (connect to existing 8" under 8th Street and 4" on Riley).
- Upgrade Street Lighting. Coordinate with local Electrical Utility (Midwest Energy). Provide Option to install new pole bases, and underground conduit as part of this project. Midwest Energy would supply and install wiring, poles and fixtures under separate work.
- Power Poles in Sidewalk. Coordinate with local Electrical Utility (Midwest Energy). Provide solution to eliminate conflict of power poles located in the sidewalk.

Design shall be according to the Minimum Design Standards as set forth in the Current City of Hays Subdivision Regulations, Development Policy, City of Hays Standard Details and Specifications for Public Works Construction Projects, and industry standards (KDOT, ASSHTO, MUTCD, etc) where the City standard is not adequate. Services should include but not be limited to:

Engineering Design:

- 1) Project Kick-off Meeting – on-site with City Staff.
 - i) Deliverables: Agenda and Meeting Notes.
 - ii) City: provide meeting space, invite pertinent City Staff.
- 2) Perform field surveys to collect pertinent topographical, right of way, utility, and other data deemed necessary to complete the design of the project. The City does not anticipate the need to acquire additional right of way or easements on this project. Should the ultimate design require additional right of way or easements, consultant shall inform the City of such need when encountered. Any additional services beyond the identification of the need for additional right of way would be for a negotiated fee.
- 3) ~~Obtain necessary geology report (soils investigation to determine required pavement thickness and sub-grade treatment) of the projects site for design. (estimated to be 4 bore holes to 10' depth)~~

- 4) Provide preliminary cost estimate and sketches or visual aids necessary to communicate or generate a visual impression of the project during the planning process, and other pertinent information deemed necessary.
- 5) Attend City Commission Work Session to present concept plan, if necessary.
- 6) Preliminary Design Plans (30%)
 - i) Deliverables: Preliminary cost estimate, one (1) full size plan set, printable pdf file, AutoCAD file that includes the base file from the survey, site visit to review plans (Field Check with City Staff), compile and distribute field check notes.
 - ii) City: provide timely (10 working days) review of plans, and attend field check.
- b) Utility Review
 - i) Prepare utility check plans and distribute to all affected utility companies.
 - ii) Coordinate utility relocation requirements – attend one regular monthly meeting of the Utility Advisory Committee.
 - iii) Follow-up with Utility companies to insure proper relocation of utilities as necessary.
 - iv) Special consideration shall be given to working with Midwest Energy on the Street Lighting and power pole conflicts on this project.
- c) Permitting
 - i) Prepare and submit applications for any state or federal permit that may be required.
 - ii) Coordinate with permitting agencies as necessary.
 - iii) City will pay permit fees as necessary.
- d) 90% Design Plans
 - i) Deliverables: Updated cost estimate, draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, site visit to review plans with City Staff and visit project site, compile and distribute 90% Plan review notes.
 - ii) City: provide Standard Details and Specifications for Public Works Construction Projects to engineer to utilize in preparing bid documents; provide timely (10 working days) review of plans and specs; and attend 90% Plan Review.
- e) 100% Design Plans and Bid Documents
 - i) Deliverables: Updated cost estimate, Final draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, conference call or in-person review with City Staff, compile and distribute 100% Plan review notes.
 - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.
- f) Final Plans and Bid Documents

- i) Deliverables: Official Engineer's Estimate of Cost, Final bid documents, two (2) full size, stamped plan sets and bid documents, printable pdf file, and AutoCAD file. Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders. Engineer to review bids received and provide letter recommending award of bid.
- ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.

3) Bid Solicitation Phase:

- a) Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders.
- b) Field questions from bidders
- c) Pre-bid Meeting: coordinate date/time, provide agenda, compile and distribute attendance and meeting notes. City will facilitate meeting room.
- d) Prepare and distribute any necessary addenda to bid documents.
- e) Engineer to review bids received and provide bid tabulation and letter recommending award of bid.
- f) Attend City Commission Meeting for Award of Bid.

4) Construction Engineering Phase:

- a) Prepare 4 sets of Contract Documents for Execution
- b) Provide up to 6 sets of "For Construction" Plans and Specs: 2 for the City and 4 for the Contractor.
- c) Review and approve submittals
- d) Field questions from contractor
- g) Pre-Construction Meeting: coordinate date/time, provide agenda, compile and distribute attendance and meeting notes. City will facilitate meeting room.
- e) Public Information Meeting: City will facilitate this meeting. Engineer and Contractor will be expected to attend the meeting and field questions. No deliverables for this meeting will be required.
- f) City intends to inspect the project in-house. Any Construction Phase Engineering beyond the above listed services would be additional work and paid at the engineer's typical hourly rate or under separate contract.

5) Miscellaneous:

- g) Provide any other incidental services not mentioned above which would typically be required for a project of this type. When preparing the fee proposal for professional engineering services, the engineer shall identify any obvious omission from this scope of services, which would be necessary to complete the project as intended.
- h) No additional Public or City Commission Meetings, beyond those listed above, are anticipated.

**SCOPE OF SERVICES
TO BE PROVIDED BY THE CITY**

The CITY will furnish, as required for the PROJECT and not at the expense of the CONSULTANT, the following items:

- 1) Furnish City utility information including size and locations in vicinity of project.
- 2) Provide access to previous engineering studies relevant to the project.
- 3) Furnish existing known right-of-way and easement data.
- 4) Right-of-way and Easements Acquisition if necessary.
- 5) Provide timely review and comment or direction to engineer's submittals.
- 6) Provide facilities for all scheduled meetings.

PROPOSAL
COH PROJECT NO. 2016-18

8th Street Improvement –Milner to Vine Street

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
2. The undersigned, in compliance with your Request for Proposals (RFP), dated August 15, 2016, hereby proposes to do the work called for in said RFP at the following lump sum price:

Total Dollars (\$_____)

3. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 - Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits; and that he/she shall pay liquidated damages in the amount of Fifty Dollars (\$50) for each calendar day, that the work remains uncompleted after expiration of Contract time.

Required Documents Attached (Yes / No)

<i>Client References -</i>	_____
<i>Contract Terms and Conditions – (Draft Engineering Service Agreement)</i>	_____
<i>Standard Hourly Rate Schedule</i>	_____
<i>Responses to Functional Requirements – (if any)</i>	_____
Acknowledgement of Addenda (If Any # ____, # ____, # ____)	_____

Dated this ____ day of _____, 2016.

Signature of Proposer

By _____

Name _____

Title _____

Name of Firm _____



HAYS OFFICE

2819 Plaza Avenue
Hays, Kansas 67601
P: (785) 313-1346

E: bdriggs@driggsdesign.com

September 15, 2016

John Braun, Assistant Director of Public Works
1002 Vine Street
Hays, Kansas 67601

RE: Professional Engineering Services Proposal – 8th Street Improvements (Milner St. to Vine St.)

Dear John,

Please find attached our proposal to provide the City of Hays with professional engineering services for improvements to 8th Street from Milner Street to Vine Street. This is an exciting project for our firm and we look forward to working with the City of Hays on this project. As a local engineering firm, we are very familiar with the project and the city's expectations for its desired improvements. The following is a list of key items why we believe our firm is the right choice for the City of Hays to provide the desired engineering services.

- **Project Familiarity** – Our project team consists of employees that have lived in the City of Hays for decades. They are very familiar with the project, traveling it multiple times a day. We also know or have worked with several of those businesses that will be impacted by the construction of the proposed improvements. We believe these relationships and our knowledge of the project can be an asset during the design and construction of the project as we work with business owners on sidewalk and access issues pertaining to the project.
- **Value** – We believe our selection would provide the best overall value to the City of Hays for this project and long term. Having a local engineering firm within the Hays Community can provide the city with cost saving on engineering services now and on future projects. The Driggs Design Group, PA strives to provide the highest level of client service at a price that is affordable to our clients. With our internal commitment to client service and our low overhead rate, this approach has provided the roadmap to our success that has allowed us to grow at a rate that exceeds 70% per year since 2013.
- **Economic Development** – The Driggs Design Group, PA has an established an office in the City of Hays. We currently have 4 full-time employees that provide a variety of engineering services in the Hays Area. All of these local employees will be involved in the design of this project. We believe that keeping local taxpayer dollars within the Hays community provides an increased value to the City of Hays. By selecting the Driggs Design Group, PA you also support a local business.

Again, we look forward to the opportunity to work alongside you and your staff on this project. If you have any questions, comments or would like additional information pertaining to our team, please do not hesitate to contact me. I can be reached at (785) 313-1346.

Sincerely,
Driggs Design Group, PA

Buck A. Driggs, PE
President/CEO

Your Success is Our Success!



8th Street Improvements

(Milner Street to Vine Street)

EXECUTIVE SUMMARY

The Driggs Design Group, PA is pleased to submit the following information to the City of Hays for consideration to provide professional engineering services on the 8th Street Improvement Project. This is an exciting project for not only the City of Hays, but for our firm as well. As a local engineering firm, we are committed to developing long term relationships with clients in the Hays area. The opportunity to work on a high profile project such as this 8th Street Improvement Project provides the Driggs Design Group, PA an opportunity to showcase our design talents and display our commitment to providing outstanding client service while developing great projects within the communities that we live.

The Driggs Design Group, PA has developed the following proposal based on the requirements specified within the Request for Proposal distributed by the City of Hays on August 15, 2016 and revised on September 7th, 2016. For the project, we have assembled a very talented group of engineering professionals that are very familiar with the City of Hays and this section of roadway. The Driggs Design Group, PA currently employs four full-time employees in our Hays office. All of these local employees will be involved in providing the engineering services for the project.

COMPANY BACKGROUND

The Driggs Design Group, PA is a multi-disciplined civil consulting engineering firm focused on providing infrastructure solutions to a diverse group of clients throughout the State of Kansas. As an engineering consultant we understand that our success begins with your success. Therefore combining the Driggs Design Group, PA technical expertise with a commitment to developing long lasting relationships is the very core of our business approach. The Driggs Design Group, PA has offices in Manhattan and Hays, Kansas.



The Driggs Design Group, PA was established in January 2013 by its founder Buck Driggs, PE. Over the course of Buck's career, he has served in leadership positions at two engineering firms. Since the establishment of the Driggs Design Group, PA the company has grown to include five full time employees and two part-time employees. The Driggs Design Group, PA has exceeded 70% growth in each of the last 3 years and anticipates continuing this growth curve in 2017. A significant amount of this growth has occurred in our Hays, Kansas office.

As a professional engineering firm, the Driggs Design Group, PA offers the following services.

<p>Transportation Design</p> <ul style="list-style-type: none"> • Urban Street Design • Highway Design • Traffic Studies <p>Land Development</p> <ul style="list-style-type: none"> • Residential • Commercial • Industrial <p>Materials Testing</p> <ul style="list-style-type: none"> • Concrete • Soils 	<p>Municipal Engineering</p> <ul style="list-style-type: none"> • Residential Streets • Water Distribution • Sanitary Sewer Collection <p>Community Infrastructure Planning</p> <ul style="list-style-type: none"> • Infrastructure Master Planning • Technical Grant Writing <p>Public Involvement</p> <ul style="list-style-type: none"> • Public Meetings • Community Surveys • Newsletters 	<p>Construction Engineering</p> <ul style="list-style-type: none"> • Transportation • Water Treatment Facilities • Wastewater Systems • Airport/Aviation <p>Land Surveying</p> <ul style="list-style-type: none"> • Topographic Surveys • Boundary & Legal Surveys • Construction Staking • Project Permitting <p>Storm Water Design & Analysis</p> <p>Erosion Control</p>
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The Driggs Design Group, PA opened an office in Hays, Kansas in January 2013. We are rapidly approaching our four year anniversary of that business endeavor and are excited about its past success and its future opportunities. Our vision for the Hays Office is to grow our local presence to a staff of 5-10 diverse professionals that provide engineering services to not only the Hays area but also other communities in central and western Kansas. As with any company, the growth of our operations reflect the success we achieved.



RESPONSE TO FUNCTIONAL REQUIREMENTS

The Driggs Design Group, PA has reviewed the revised Request for Proposal (RFP) dated September 7th, 2016 as well as spent time on the project reviewing the needs of the desired street improvements. We also attended the Pre-Proposal meeting on September 7th, 2016 to further develop a better understanding of the proposed project and the overall scope of the proposed improvements. We feel confident the scope of services within the RFP distributed by the City of Hays adequately addresses the scope of the desired improvements. The Driggs Design Group, PA has provided a breakdown of hours for each task along with its associated cost in Appendix A. The fee provided by the Driggs Design Group, PA in Appendix A is based on the scope of services outlined in the RFP developed by the City of Hays.

SCHEDULE

The following information pertains to the anticipated project schedule that is desired by the City of Hays based on the information provided at the Pre-Proposal meeting and within the revised RFP distributed by the City.

ANTICIPATED PROJECT SCHEDULE	
MILESTONE TASK	DATE
Award of Engineering Contract	October 13, 2016
Project Kick Off Meeting	October 21, 2016
Concept Plan Development	October 28, 2016
Preliminary Plan Review (30%)	November 30, 2016
Utility Review	December 2016 – January 2017
90% Plans	January 15, 2017
100% Plans	February 4, 2017
Final Plans & Bid Documents	February 21, 2017
Bid Solicitation	February 28, 2017
Award Construction Contract	March 28, 2017
Construction	April 2017 – October 2017

CLIENT REFERENCES

Ellis Street Improvements - Ellis, KS

The Driggs Design Group, PA was selected by the City of Ellis to assist with the reconstruction of 3 different sections of roadway within the Ellis community. The project includes improvements to Spruce Street, Dorrance Street and Cottonwood Street. The estimated cost of construction for these improvements is \$800,000. These street improvements were part of a previously developed master plan that identified infrastructure needs within the community. The Driggs Design Group, PA assisting the city in acquiring a Community Development Block Grant in the amount of \$400,000 to assist in funding the proposed street improvements. The Driggs Design Group, PA also assisted the city with the Low to Moderate Income Surveys and completed the preliminary engineering report as apart the CDBG submittal process. Construction of the improvements is anticipated in early spring 2017.



REFERENCE:

Alan Scheurerman

Public Works Director

P: (785) 726-4741

E: ellispw@eaglecom.net

13th Street Concept Study – Hays, KS

The Driggs Design Group, PA provided the conceptual design and cost estimates for 13th Street in Hays, Kansas from Main Street to Milner Street. This section of roadway consisted of a three lane section within their downtown area. Bike lanes and parallel parking were also incorporated into the project. A variety of streetscape amenities were also considered as part of the project. These included brick inlaid cross walks, monument signs, trash receptacles, bench and street lighting. The project was constructed during the 2015 construction season with an estimated construction cost of \$2.0M.



REFERENCE:

John Braun
Assistant Director of Public Works
P: (785) 628-7350
E: johnbraun@haysusa.com

4th Street Improvement Project (Bluemont Ave to Leavenworth)*

This project included the conversion of an existing section of 4th Street from a residential section of roadway to a more urban/arterial section. This project involved a three lane section of concrete pavement, extensive streetscape, and the installation a 16" sanitary sewer main. The project served as the west perimeter of the Manhattan Downtown Redevelopment Project and provided a buffer from the new commercial area to the existing residential area. The project team provided all the technical



of

design, utility coordination, surveying, construction engineering and materials testing associated with the project. The total cost of the project was estimated at \$4.5M and was funded through a combination of multiple funding sources.

REFERENCE:

Rob Ott, PE
Director of Public Works
City of Manhattan
P: (785) 587-2415
E: Ott@cityofmnhk.com

4th Street & Bluemont Roundabout *

This project involved the conversion of an existing signalized intersection into the first dual lane in the City of Manhattan along one of the busiest sections of roadways. The improvement was part of a larger comprehensive traffic study that included a variety of traffic improvement recommendations that were developed for the City of Manhattan Downtown Redevelopment Project. This project transformed a dilapidated part of Manhattan into a mixed use commercial and residential area. Bluemont Avenue, the east and west leg of the new roundabout experiences more than 15,000 vehicle per day and a high percentage of those vehicles are trucks. This project involved a mix of residential and commercial usages and was constructed utilizing KDOT funding. The estimated total project cost was approximately \$1.6M



REFERENCE:

Rob Ott, PE
Director of Public Works
City of Manhattan
P: (785) 587-2415
E: Ott@cityofmhc.com

Anderson Avenue Improvements (Hylton Heights to Seth Child Road), Manhattan, KS*

This project involved the widening of an existing roadway in the heart of Manhattan that carries more than 16,000 vehicles per day. This project converted an existing three lane section of roadway to a five lane section. The project included the installation of two additional driving lanes, storm sewer improvements, new traffic signals, signal upgrades and modifications to existing access. These improvements were constructed under traffic, therefore requiring a comprehensive traffic control and coordination with adjacent businesses. The project was funded in part by the Kansas Department of Transportation through the STP Five Year Funding Program. The estimated total cost of the project was \$5.6M. The design team for the project oversaw both the design and construction of the proposed improvements.



REFERENCE:

Rob Ott, PE
Director of Public Works
City of Manhattan
P: (785) 587-2415
E: Ott@cityofmhc.com

US-56 Business Concrete Overlay, Herington, KS*

This project involved improvements to Trapp Street/US-56 Business in the City of Herington from the Lime Creek Bridge to the south city limits. The project involved the concrete overlay of an existing asphalt street in a light industrial and residential section of Herington. The existing asphalt pavement was in poor condition and received funding from the American Recovery and Reinvestment Act of 2009. The project team worked closely with the City of Herington and the Kansas Department of Transportation to develop this innovative infrastructure project. The initial surface was profile milled and a six inch concrete pavement section was placed on the existing asphalt. The original millings were stockpiled and used as shouldering material for the new roadway. This 1,800 foot section of pavement was open to traffic after 19 days of closure. The estimated cost of construction was \$300,000.



REFERENCE:

Leo Schlesener
Street Superintendent
City of Herington
P: (785) 258-2524
E: heringtonstreetdpt@yahoo.com

Trapp Street Improvements (Phase 2), Herington, KS*

This project involved the removal and reconstruction of Trapp Street (US-56 Business) through the City of Herington from Broadway Street to the Lime Creek Bridge. The project converted approximately 1,500 feet of an existing asphalt rural section of roadway to urban section with curb and gutter, underground storm sewer and new sidewalks. The design team provided technical oversight throughout the design and construction of the project. Funding for the project was provided through the Geometric Improvement Program administered through the Kansas Department of Transportation. The estimated construction cost associated with the project was \$650,000.



REFERENCE:

Leo Schlesener
Street Superintendent
City of Herington
P: (785) 258-2524
E: heringtonstreetdpt@yahoo.com

NOTE: Projects with an “ * ” in the title were completed as members of another engineering firm.

CONTRACT TERMS AND CONDITIONS

The Driggs Design Group, PA will utilize the same professional engineering services contract that has been successfully used on other previous City of Hays projects. A copy of this agreement has been modified to reflect this 8th Street Improvement Project and is provided in Appendix B.

COST QUOTATIONS

The Driggs Design Group, PA has provided a detailed breakdown for our cost quotation in Appendix A. The engineering fee for the Driggs Design Group, PA to complete the requested engineering services as listed in the Scope of Services provided by the City of Hays is \$ 68,880.

APPENDIX A

COST QUOTATIONS



8th Street Improvement Project
(Milner Street to Vine Street)
ENGINEERING FEE ESTIMATE

Scope Task Description	Proj. Manager	Licensed Surveyor	Proj. Engineer	Eng. Tech	Eng. Tech	Copies		Total
	Hourly Rates					@ cost	@ cost	
	\$90.00	\$85.00	\$70.00	\$60.00	\$52.00			
Task 1 - Engineering Design								
A. Project Kick-off Meeting	3	3			3			\$ 681.00
B. Field Survey & Data Collection		60		57				\$ 8,520.00
C. Geotechnical Investigation								\$ -
D. Concept Development								\$ -
Street Concept Plan	10				60			\$ 4,020.00
Cost Estimates	5				5			\$ 710.00
Work Session Presentation	4				2			\$ 464.00
E. Preliminary Design (30 %)								\$ -
Typical Sections	2				2			\$ 284.00
Plan & Profile Sheets	5				40			\$ 2,530.00
Road Geometrics	10				60			\$ 4,020.00
Waterline Improvements	5				10			\$ 970.00
Street/Driveway & Storm Sewer Details	5				20			\$ 1,490.00
Misc. Plan Sheet Development	5				30			\$ 2,010.00
Construction Sequencing	5				30			\$ 2,010.00
Street Lighting	5				10			\$ 970.00
Quantities & Cost Estimates	10				10			\$ 1,420.00
F. Utility Review	10				10			\$ 1,420.00
G. Permitting	5				5			\$ 710.00
H. 90% Design Review								\$ -
Typical Sections	2				5			\$ 440.00
Plan & Profile Sheets	10				20			\$ 1,940.00
Road Geometrics	20				20			\$ 2,840.00
Waterline Improvements	20				20			\$ 2,840.00
Street/Driveway & Storm Sewer Details	10				10			\$ 1,420.00
Misc. Plan Sheet Development	10				15			\$ 1,680.00
Pavement Markings & Signing	10				30			\$ 2,460.00
Traffic Control & Construction Sequencing	20				30			\$ 3,360.00
Erosion Control	10				20			\$ 1,940.00
Street Lighting	5				20			\$ 1,490.00
Quantities & Cost Estimates	5				10			\$ 970.00
I. 100 % Design Plans & Bid Documents								\$ -
Typical Sections	1				3			\$ 246.00
Plan & Profile Sheets	5				5			\$ 710.00
Road Geometrics	5				5			\$ 710.00
Waterline Improvements	5				5			\$ 710.00
Street/Driveway & Storm Sewer Details	5				5			\$ 710.00
Misc. Plan Sheet Development	2				5			\$ 440.00
Pavement Markings & Signing	5				2			\$ 554.00
Traffic Control & Construction Sequencing	5				5			\$ 710.00
Erosion Control	2				5			\$ 440.00
Street Lighting	2				5			\$ 440.00
Quantities & Cost Estimates	8				5			\$ 980.00
J. Final Plans & Bid Documents	10				20			\$ 1,940.00
Subtotal Hours	266	63	0	57	567	\$ -	\$ -	\$ 62,199.00
Subtotal Costs	\$ 23,940.00	\$ 5,355.00	\$ -	\$ 3,420.00	\$ 29,484.00	\$ -	\$ -	\$ 62,199.00
Task 2 - Bid Solicitation								
A. Address Comments & Questions	10				5			\$ 1,160.00
B. Pre-bid Meeting	4				2			\$ 464.00
C. Distribute Plans					5			\$ 260.00
E. Review Contractor Bids	3							\$ 270.00
F. Attached Commission Award Meeting	3							\$ 270.00
Subtotal Hours	20		0	0	12	0	0	\$ 2,424.00
Subtotal Costs	\$ 1,800.00		\$ -	\$ -	\$ 624.00	\$ -	\$ -	\$ 2,424.00
Task 3 - Construction Engineering								
Prepared Executed Documents	5				5			\$ 710.00
Provide Additional Plan Sets					5	\$ 787.00		\$ 1,047.00
Review Contractor Submittals	10							\$ 900.00
Address Field Questions	10				10			\$ 1,420.00
Pre-Construction Meeting	1							\$ 90.00
Public Information Meeting	1							\$ 90.00
Subtotal Hours	27		0	0	20	787	0	\$ 4,257.00
Subtotal Costs	\$ 2,430.00		\$ -	\$ -	\$ 1,040.00	\$ 787.00	\$ -	\$ 4,257.00
Subtotal Hours	313	63	0	57	599	787	0	\$ 68,880.00
Subtotal Costs	\$ 28,170.00	\$ 5,355.00	\$ -	\$ 3,420.00	\$ 31,148.00	\$ 787.00	\$ -	\$ 68,880.00



STANDARD HOURLY RATE SCHEDULE

The Driggs Design Group, PA

UNIT RATE PRICING

Personnel Unit Rates	Unit Price
Project Manager	\$ 90.00/hr.
Project Engineer	\$ 70.00/hr.
Surveyor	\$ 85.00/hr.
Surveyor Crew	\$ 125.00/hr.
Sr. Engineering Technician	\$ 60.00/hr.
Engineering Technician I	\$ 52.00/hr.
Expenses	Unit Price
Concrete Cylinder Breaks	\$ 20.00/each
Soil Proctors	\$140.00/each
Others Expenses	At cost

EXHIBIT B

Exhibit C

PROPOSAL COH PROJECT NO. 2016-18 *8th Street Improvement –Milner to Vine Street*

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
2. The undersigned, in compliance with your Request for Proposals (RFP), dated August 15, 2016, hereby proposes to do the work called for in said RFP at the following lump sum price:

Total Dollars (\$ \$68,880.00)

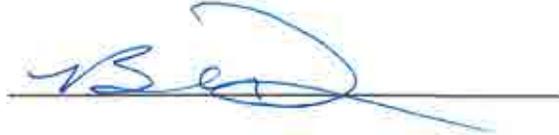
3. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 - Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits; and that he/she shall pay liquidated damages in the amount of Fifty Dollars (\$50) for each calendar day, that the work remains uncompleted after expiration of Contract time.

<u>Required Documents Attached</u>	<u>(Yes / No)</u>
<i>Client References -</i>	<u>YES</u>
<i>Contract Terms and Conditions – (Draft Engineering Service Agreement)</i>	<u>YES</u>
<i>Standard Hourly Rate Schedule</i>	<u>YES</u>
<i>Responses to Functional Requirements – (if any)</i>	<u>NONE</u>
<i>Acknowledgement of Addenda (If Any # ____, # ____, # __)</i>	<u>NONE</u>

Dated this 15th day of September, 2016.

Signature of Proposer

By _____



Name _____

Buck Driggs

Title _____

President / CEO

Name of Firm _____

Driggs Design Group, PA

APPENDIX B

DRAFT ENGINEERING SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this 27th day of October , 2016 , by and between the City of Hays Kansas, a municipal corporation (hereinafter "City"), and Driggs Design Group, PA, a Professional Corporation, (hereinafter "Consultant").

WHEREAS, the City desires to obtain professional engineering services, in connection with the

8th Street Improvement Project (Milner Street to Vine Street)

(hereinafter "Project"); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 2819 Plaza Avenue, Hays, KS 67601, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

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

1. PROFESSIONAL SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement.
- B. City agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:
 - i. **Engineering Design**
 - ii. **Bid Solicitation**
 - iii. **Construction Engineering**
 - iv. **Miscellaneous**

These Services are described in detail in the Scope of Work, attached as Exhibit A and incorporated herein by reference, and the Project Estimating Sheet, attached hereto as Exhibit B is incorporated herein by reference. The City reserves the right to direct revision of the Services at the City's discretion.

- C. Consultant shall advise the City of additional costs and time delays, if any, in performing the revision, before Consultant performs the revised services. If revisions of the Services are necessary due to Consultant's error or omission, Consultant shall provide the services and materials associated with such revisions, at no additional cost to the City.
- D. Consultant shall provide Services under this Agreement only upon written request of the City, and only to the extent defined and required by the City. Consultant shall not

provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for Supplemental Services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the City’s prior written consent shall be at Consultant’s own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.

2. STANDARD OF CARE

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional engineer under similar circumstances. At the City’s request, Consultant shall re-perform the Services, which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill, and diligence in providing all Services, Consultant shall be responsible to the City for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and cause its sub-consultants to comply with, applicable federal, state, and local laws, orders, rules, and regulations relating to the performance of the Services.
- D. Neither Consultant nor Consultant’s agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

3. COMPENSATION & AUDIT BY CITY

- A. As consideration for providing the Services, the City shall pay Consultant, a lump sum amount not to exceed \$ 68,800.00 as defined below for each project. Consultant acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount per project without prior written approval by the City.

ENGINEERING FEE BREAKDOWN	
SCOPE TASK	FEE
Engineering Design	\$ 62,199.00
Bid Solicitation	\$ 2,424.00
Construction Engineering	\$ 4,257.00
Miscellaneous	\$0.00
Total Lump Sum Price	\$ 68,800.00

- B. Consultant shall submit an itemized invoice to the City on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. SCHEDULE & DELAY

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall provide Services pursuant to the agreed-upon schedule, which shall be:

Award of Engineering Contract	<i>October 27th, 2016</i>
Preliminary Plan Review (30%)	<i>December 9th, 2016</i>
90% Plans	<i>January 20th, 2017</i>
100% Plans	<i>February 10th, 2017</i>
Final Plans & Bid Documents	<i>February 28th, 2017</i>

- C. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- D. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

5. LIABILITY & IDEMNIFICATION

- A. Consultant shall indemnify and hold harmless the City, and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions,

proceedings, judgments, claims, losses, liens, damages, and injuries, (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with, Consultant's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees, agents and subcontractors.

- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

6. INSURANCE

- A. Consultant shall purchase and maintain, at its expense, insurance coverage as required in this Section for the term of this Agreement. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Consultant in the written contract/agreement. Consultant shall furnish any or all insurance certificates to the City, as requested by the City. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.
- B. The consultant shall purchase and maintain insurance of the following types of coverage and limits of liability:
 - i. Commercial General Liability (CGL) with limits of insurance of not less than \$100,000 each occurrence and \$200,000 Annual Aggregate.
 - 1. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - 2. CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.
 - 3. City of Hays, Kansas and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Consultant. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

4. Consultant shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.
- ii. Automobile Liability with limits of at least \$ 500,000 each accident.
 1. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 2. Owner shall be included as insured on the auto liability policy.
 - iii. Workers Compensation and Employers Liability limit of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
 1. Where applicable, US Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.
 2. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - iv. Professional Liability Insurance: Consultant shall purchase and maintain insurance with a limit of \$2,000,000 for each claim and in the aggregate.
- C. Consultant shall provide, prior to the commencement of the project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Hays, Kansas, Attn: City Clerk, PO Box 490, Hays KS 67601.

7. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.
- B. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

8. OWNERSHIP & REUSE OF DOCUMENTS

- A. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to perform the Services.
- B. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents prepared by Consultant shall become the sole property of the City. At the City's request, Consultant shall give the City all materials obtained or produced in the course of the Services. The City makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Consultant in performing services herein. Consultant shall maintain complete Services records for five (5) years after completion of the Services.
- C. The City understands that the reuse of any document prepared or furnished by Consultant without written verification or adaptation by Consultant for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to Consultant.

9. CONSULTANT'S PERSONNEL AT PROJECT SITE

- A. The presence of Consultant's personnel at a construction site is for the purpose of providing the City a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s)..
- B. Consultant has no authority to exercise control over any construction contractor. Consultant neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance with the Project documents.

10. RELATIONSHIP OF THE PARTIES

- A. The City and Consultant agree that the Consultant shall be and remain an independent contractor in the performance of the Services. Consultant's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City.

- B. Consultant shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

11. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section.

- B. Notices sent by the Consultant to the City shall be sent to:

John Braun
Assistant Director of Public Works
1002 Vine St
Hays, KS 67601

- C. Notices sent by the City to the Consultant shall be sent to:

Buck Driggs, PE
Driggs Design Group, PA
2819 Plaza Avenue
Hays, KS 67601

12. TERM & TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the City, and upon final payment by the City.
- B. Notwithstanding Paragraph 12-A, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause. The City shall compensate Consultant for the Services that have been completed to the City's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

13. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- B. Venue and Jurisdiction. The parties agree any legal action arising out of this Agreement shall be filed solely in the Ellis County, Kansas, District Court, or the U.S. District Court of Kansas, as appropriate.
- C. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless

otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto.

- D. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- E. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- F. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
- G. Successors and Assigns. Subject to Paragraph 13-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- H. Third Parties. The Services to be performed by Consultant are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

CITY:



(Signature)

(Signature)

Buck A. Driggs

(Printed Name)

(Printed Name)

President/CEO

(Title)

(Title)

EXHIBIT A

Exhibit A

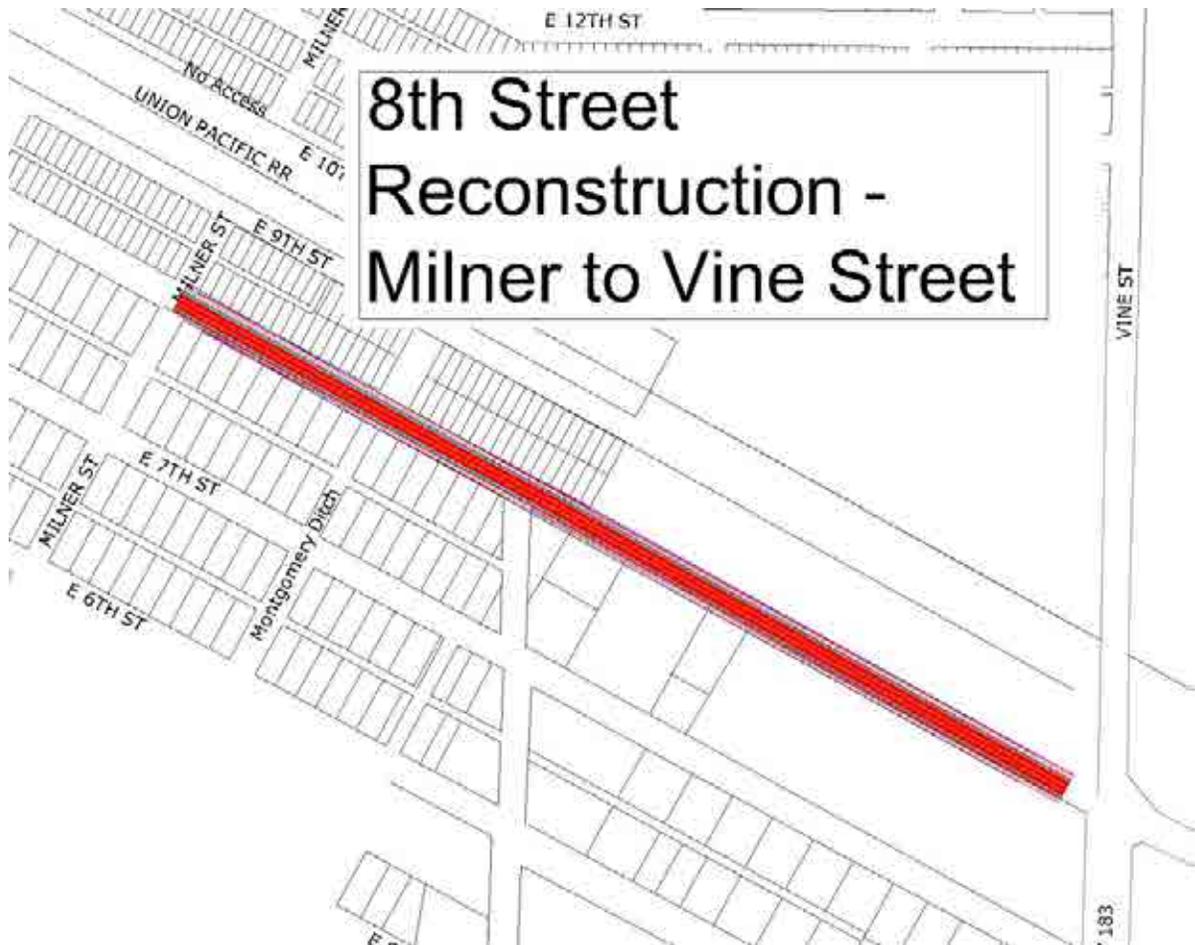


EXHIBIT A

Exhibit B

SCOPE OF SERVICES

TO BE PROVIDED BY THE CONSULTANT

Provide Engineering Services related to the preparation of construction plans and bid documents for the proposed reconstruction of 8th Street from Milner to Vine Street:

- 2200 LF of street center line,
- 3- lanes concrete pavement, typically 40' wide,
- Standard curb and gutter,
- Intersection returns and drive entrances,
- ADA Ramps and sidewalk on both sides of the street,
- New storm sewer inlet tops (existing storm sewer pipe to remain)
- New water service connections (taps, meter cans, and service lines)
- Upgrade 4" waterline under new pavement in the intersection of 8th and Riley (connect to existing 8" under 8th Street and 4" on Riley).
- Upgrade Street Lighting. Coordinate with local Electrical Utility (Midwest Energy). Provide Option to install new pole bases, and underground conduit as part of this project. Midwest Energy would supply and install wiring, poles and fixtures under separate work.
- Power Poles in Sidewalk. Coordinate with local Electrical Utility (Midwest Energy). Provide solution to eliminate conflict of power poles located in the sidewalk.

Design shall be according to the Minimum Design Standards as set forth in the Current City of Hays Subdivision Regulations, Development Policy, City of Hays Standard Details and Specifications for Public Works Construction Projects, and industry standards (KDOT, ASSHTO, MUTCD, etc) where the City standard is not adequate. Services should include but not be limited to:

Engineering Design:

- 1) Project Kick-off Meeting – on-site with City Staff.
 - i) Deliverables: Agenda and Meeting Notes.
 - ii) City: provide meeting space, invite pertinent City Staff.
- 2) Perform field surveys to collect pertinent topographical, right of way, utility, and other data deemed necessary to complete the design of the project. The City does not anticipate the need to acquire additional right of way or easements on this project. Should the ultimate design require additional right of way or easements, consultant shall inform the City of such need when encountered. Any additional services beyond the identification of the need for additional right of way would be for a negotiated fee.
- 3) ~~Obtain necessary geology report (soils investigation to determine required pavement thickness and sub-grade treatment) of the projects site for design. (estimated to be 4 bore holes to 10' depth)~~

EXHIBIT A

- 4) Provide preliminary cost estimate and sketches or visual aids necessary to communicate or generate a visual impression of the project during the planning process, and other pertinent information deemed necessary.
- 5) Attend City Commission Work Session to present concept plan, if necessary.
- 6) Preliminary Design Plans (30%)
 - i) Deliverables: Preliminary cost estimate, one (1) full size plan set, printable pdf file, AutoCAD file that includes the base file from the survey, site visit to review plans (Field Check with City Staff), compile and distribute field check notes.
 - ii) City: provide timely (10 working days) review of plans, and attend field check.
- b) Utility Review
 - i) Prepare utility check plans and distribute to all affected utility companies.
 - ii) Coordinate utility relocation requirements – attend one regular monthly meeting of the Utility Advisory Committee.
 - iii) Follow-up with Utility companies to insure proper relocation of utilities as necessary.
 - iv) Special consideration shall be given to working with Midwest Energy on the Street Lighting and power pole conflicts on this project.
- c) Permitting
 - i) Prepare and submit applications for any state or federal permit that may be required.
 - ii) Coordinate with permitting agencies as necessary.
 - iii) City will pay permit fees as necessary.
- d) 90% Design Plans
 - i) Deliverables: Updated cost estimate, draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, site visit to review plans with City Staff and visit project site, compile and distribute 90% Plan review notes.
 - ii) City: provide Standard Details and Specifications for Public Works Construction Projects to engineer to utilize in preparing bid documents; provide timely (10 working days) review of plans and specs; and attend 90% Plan Review.
- e) 100% Design Plans and Bid Documents
 - i) Deliverables: Updated cost estimate, Final draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, conference call or in-person review with City Staff, compile and distribute 100% Plan review notes.
 - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.
- f) Final Plans and Bid Documents

EXHIBIT A

- i) Deliverables: Official Engineer's Estimate of Cost, Final bid documents, two (2) full size, stamped plan sets and bid documents, printable pdf file, and AutoCAD file. Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders. Engineer to review bids received and provide letter recommending award of bid.
 - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.
- 3) Bid Solicitation Phase:**
- a) Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders.
 - b) Field questions from bidders
 - c) Pre-bid Meeting: coordinate date/time, provide agenda, compile and distribute attendance and meeting notes. City will facilitate meeting room.
 - d) Prepare and distribute any necessary addenda to bid documents.
 - e) Engineer to review bids received and provide bid tabulation and letter recommending award of bid.
 - f) Attend City Commission Meeting for Award of Bid.
- 4) Construction Engineering Phase:**
- a) Prepare 4 sets of Contract Documents for Execution
 - b) Provide up to 6 sets of "For Construction" Plans and Specs: 2 for the City and 4 for the Contractor.
 - c) Review and approve submittals
 - d) Field questions from contractor
 - g) Pre-Construction Meeting: coordinate date/time, provide agenda, compile and distribute attendance and meeting notes. City will facilitate meeting room.
 - e) Public Information Meeting: City will facilitate this meeting. Engineer and Contractor will be expected to attend the meeting and field questions. No deliverables for this meeting will be required.
 - f) City intends to inspect the project in-house. Any Construction Phase Engineering beyond the above listed services would be additional work and paid at the engineer's typical hourly rate or under separate contract.
- 5) Miscellaneous:**
- g) Provide any other incidental services not mentioned above which would typically be required for a project of this type. When preparing the fee proposal for professional engineering services, the engineer shall identify any obvious omission from this scope of services, which would be necessary to complete the project as intended.
 - h) No additional Public or City Commission Meetings, beyond those listed above, are anticipated.

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE CITY

The CITY will furnish, as required for the PROJECT and not at the expense of the CONSULTANT, the following items:

- 1) Furnish City utility information including size and locations in vicinity of project.
- 2) Provide access to previous engineering studies relevant to the project.
- 3) Furnish existing known right-of-way and easement data.
- 4) Right-of-way and Easements Acquisition if necessary.
- 5) Provide timely review and comment or direction to engineer's submittals.
- 6) Provide facilities for all scheduled meetings.

EXHIBIT B

Exhibit C

PROPOSAL COH PROJECT NO. 2016-18 *8th Street Improvement –Milner to Vine Street*

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
2. The undersigned, in compliance with your Request for Proposals (RFP), dated August 15, 2016, hereby proposes to do the work called for in said RFP at the following lump sum price:

Total Dollars (\$ \$68,880.00)

3. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 - Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits; and that he/she shall pay liquidated damages in the amount of Fifty Dollars (\$50) for each calendar day, that the work remains uncompleted after expiration of Contract time.

<u>Required Documents Attached</u>	<u>(Yes / No)</u>
<i>Client References -</i>	<u>YES</u>
<i>Contract Terms and Conditions – (Draft Engineering Service Agreement)</i>	<u>YES</u>
<i>Standard Hourly Rate Schedule</i>	<u>YES</u>
<i>Responses to Functional Requirements – (if any)</i>	<u>NONE</u>
<i>Acknowledgement of Addenda (If Any # ____, # ____, # __)</i>	<u>NONE</u>

Dated this 15th day of September, 2016.

Signature of Proposer

By _____



Name _____

Buck Driggs

Title _____

President / CEO

Name of Firm _____

Driggs Design Group, PA

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: October 20, 2016 Work Session

Subject: Annexation of Heart of America Second Addition

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

The developers of the Heart of America Second Addition have submitted a signed consent to annex the property under K.S.A. 12-520a and desire the annexation to allow for development of the property and connection to City services. The land is contiguous with the present City limits. Staff recommends annexing this property due to its contiguous nature and the immediate availability of City services necessary to serve this property.

Background

The preliminary plat for this development was approved by the Planning Commission in 2008. The subject property is zoned into a mixture of light-industrial and heavy-industrial districts.

Discussion

The developers of the Heart of America Second Addition have submitted a signed consent to annex the property under K.S.A. 12-520a and desire the annexation to allow for development of the property, including extension of and connection to City utilities. The land is contiguous with the present City limits. Approval of the annexation will allow the property owner to receive full benefits of City services, including utilities and fire/police protection. The cost of any infrastructure improvements will be the responsibility of the developer per the current Development Policy.

Legal Consideration

Annexation requires the City to extend services to the area annexed within a reasonable time. There are no known legal obstacles to proceeding as recommended by City staff.

Financial Consideration

Annexing this property and allowing for its development will increase the property tax base for the City of Hays.

There are no known direct costs to the City if this property is annexed.

Options

Options include the following:

- Annex the property as requested
- Do not annex the property

Recommendation

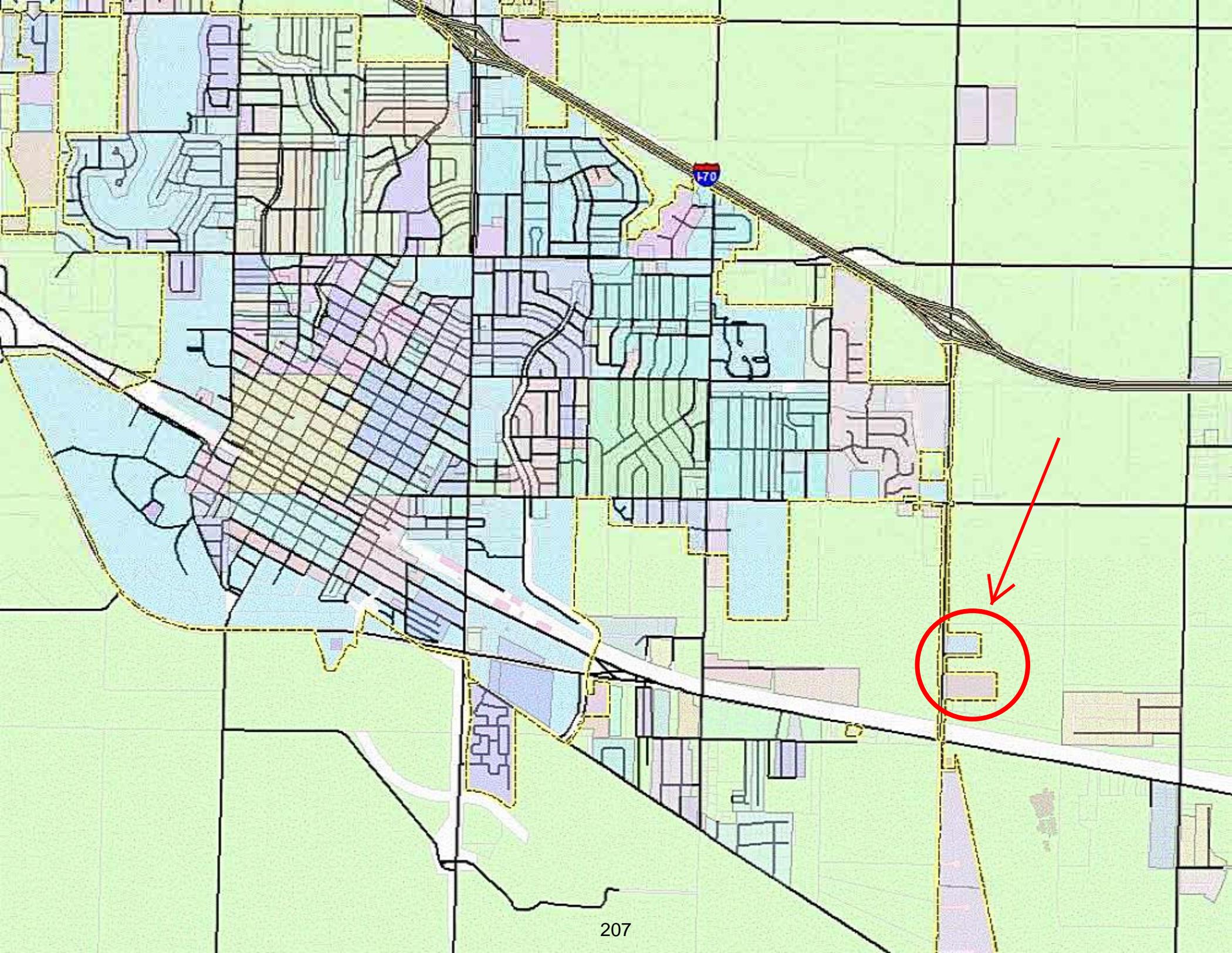
Staff recommends annexing this property due to its contiguous nature and the immediate availability of City services necessary to serve this property.

Action Requested

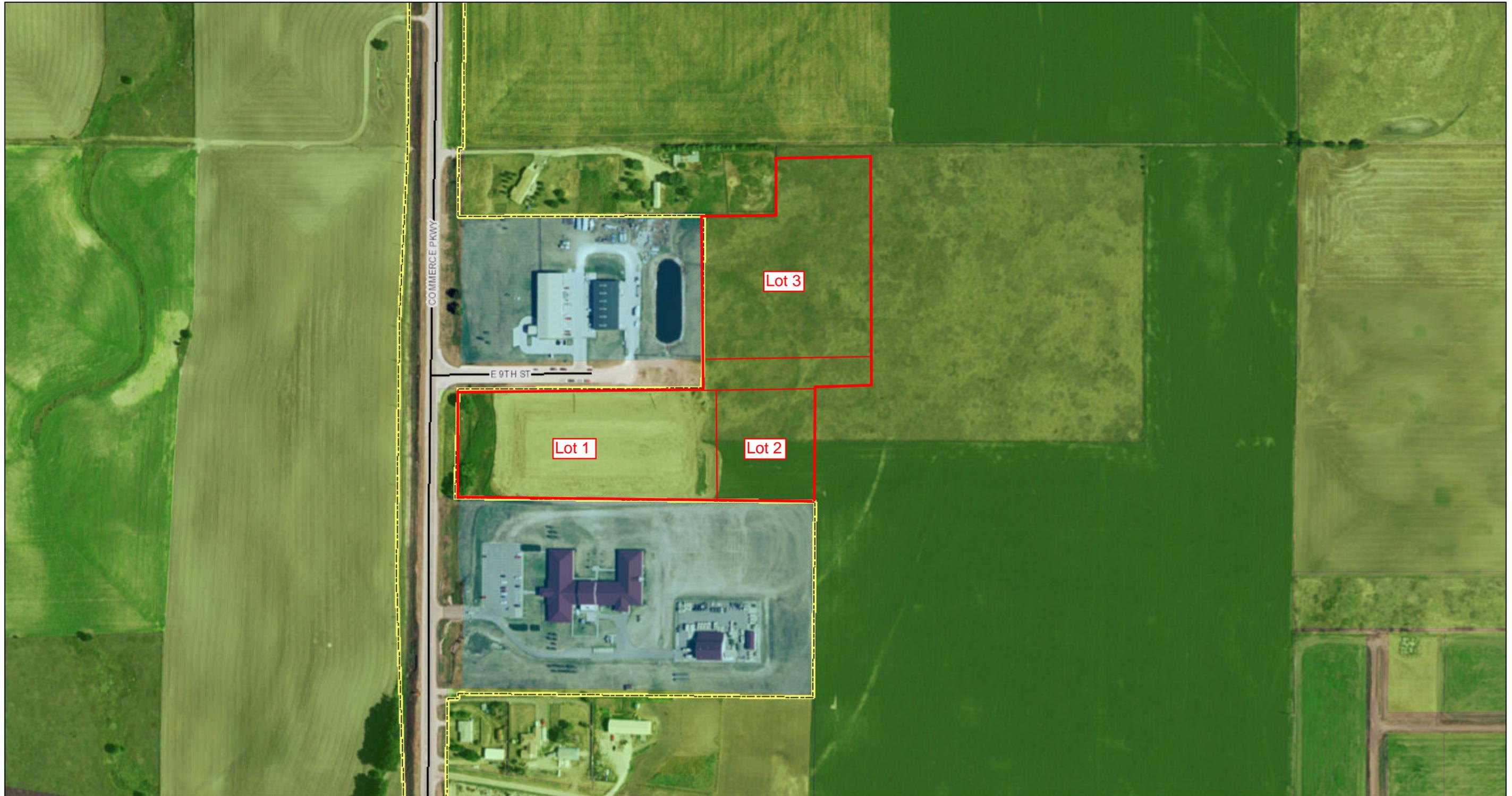
Approve an ordinance annexing the Heart of America Second Addition (See full legal description) to the City of Hays.

Supporting Documentation

Map of area being annexed
Signed Consent to Annex
Annexation Ordinance



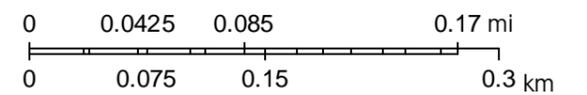
Web AppBuilder for ArcGIS



September 20, 2016

- | | | |
|------------------------|-------------------|----------------|
| Hays_City_Limits | AllLeaseholds | VICTORIA |
| Ellis_City_Limits | AllParcels | Interstate_70 |
| Victoria_City_Limits | COUNTY | Highways |
| Schoenchen_City_Limits | ELLIS | RoadCenterline |
| County_Boundary | HAYS | |
| AllCondos | SCHOENCHEN | |

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

CONSENT TO ANNEXATION

Heart of America Development Corporation the owner of the real estate hereinafter described as follows, to-wit:

A tract of land in the Southwest Quarter of Section 1, Township 14 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Lot One (1), Lot Two (2), and Lot Three (3) of the Heart of America Second Addition to the City of Hays

And hereby consents to the annexation of such land by the City of Hays, Kansas,

And agrees to participate in any future benefit districts as legally prescribed for the improvements as may be deemed necessary for the continued and orderly development of the surrounding adjacent property. The costs of any future improvements including the installation of water lines, sanitary sewer lines, and storm sewers along, and the grading, paving, curbing and guttering of 9th St. shall be assessed 100% to the lot(s) described above, following creation of a benefit district formed in accordance with K.S.A. 12-6a01 et seq. This agreement is binding upon all subsequent owners of subject property.

Dated: March 15, 2016.

ATTEST:

Sandra Beisner

BY: Pat Parke President
(OWNER)

ACKNOWLEDGMENTS

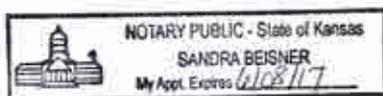
STATE OF KANSAS, COUNTY OF ELLIS, ss:

BE IT REMEMBERED, That on this 15th day of March, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Pat Parke, President of the Heart of America Development Corporation, who is personally known to me to be the same person who executed the foregoing Consent to Annexation, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 6/08/17

Sandra Beisner
NOTARY PUBLIC



ORDINANCE NO.

**AN ORDINANCE ANNEXING LAND TO THE CITY OF
HAYS, KANSAS.**

WHEREAS, the following described land adjoins the City of Hays, Kansas,

WHEREAS, written consent for annexation of the following described land, signed by all of the owners thereof, has been filed with the City of Hays, Kansas, pursuant to K.S.A. 12-520; and

WHEREAS, the governing body of the City of Hays, Kansas finds it advisable to annex such land.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF HAYS, KANSAS:**

Section 1. Pursuant to K.S.A. 12-520(a)(7) the following described land is hereby annexed and made part of the City of Hays, Kansas:

A tract of land located in the Southwest Quarter of Section 1, Township 14 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, more particularly described as follows:

Lot One (1), Lot Two (2), and Lot Three (3) of the Heart of America
Second Addition to the City of Hays

Section 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Hays, Kansas, this 27th day of October, 2016.

SHAUN MUSIL
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(seal)

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: October 20, 2016

Subject: Heart of America Second Addition Final Plat

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

The owners of the property known as the proposed Heart of America Second Addition have submitted a final plat for consideration. The property is generally located at Commerce Parkway and 9th St. The preliminary plat was approved by the Planning Commission in 2008 and the developer now wishes to final plat 3 of the lots to provide for further development. On April 18, 2016 the final plat was reviewed and approved (7-0 vote) by the Hays Area Planning Commission. Staff, as well as the Planning Commission, recommends approving this plat as submitted.

Background

The preliminary plat was approved by the Planning Commission in 2008. The subject property is zoned into a mixture of light-industrial and heavy-industrial districts. The property abuts two other platted developments – Heart of America First Addition and the Army Reserve Addition. In addition to the plat, a Consent to Annex has also been submitted under a separate agenda item for approval by the City Commission. The property does abut current annexed property.

Discussion

The owners of the property known as the proposed Heart of America Second Addition have submitted a final plat for consideration. The property is generally located at Commerce Parkway and 9th St. The property being platted is currently 1 large tract and a portion is being final platted into 3 lots. The plat meets the requirements of the current subdivision regulations in regard to lot size, setbacks, and any specific utility requirements.

The property is currently zoned into a mixture of light-industrial and heavy-industrial districts. It is anticipated that the street, water, and sewer infrastructure will be extended and constructed to City standards if the plat and annexation requests are approved. In fact, a petition for establishment of a special benefit district has been submitted by the developer. Under a separate agenda item, staff will present the petition to the Commission and ask that a resolution be approved which establishes the benefit district.

Staff from the Utilities Department has been apprised of this proposed development and agrees with the proposal. This plat was also taken before the Utility Advisory Committee with no issues noted. All easements as required are in place for future placement of any required utilities.

On April 18, 2016 the final plat was reviewed and approved (7-0 vote) by the Hays Area Planning Commission.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

Any extensions of City owned infrastructure will require acceptance and future maintenance of said infrastructure.

Options

The City Commission has the following options:

- Approve the final plat as submitted
- Request further changes or considerations to the plat
- Do not approve the plat

Recommendation

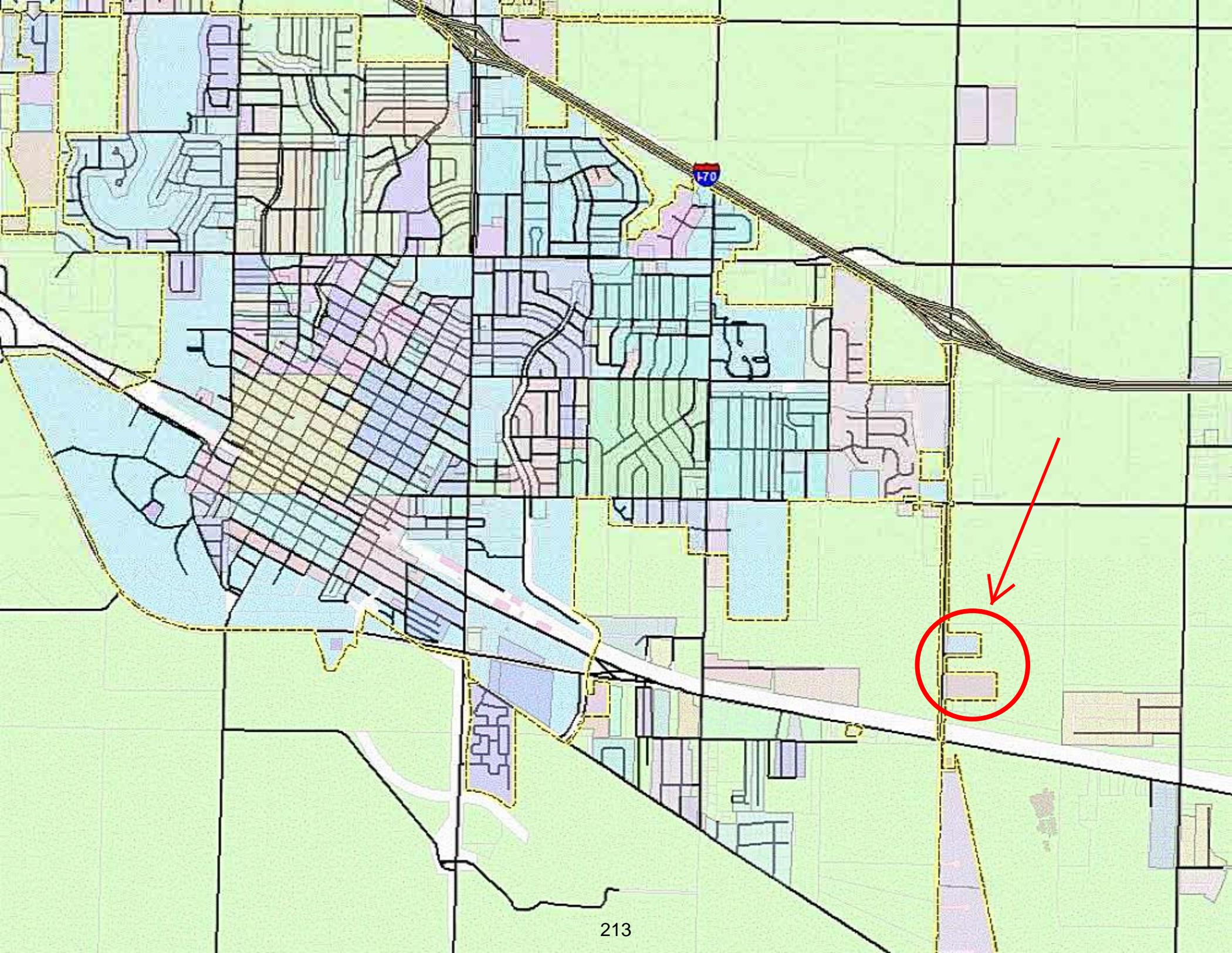
Staff, as well as the Planning Commission, recommends approving this plat as submitted.

Action Requested

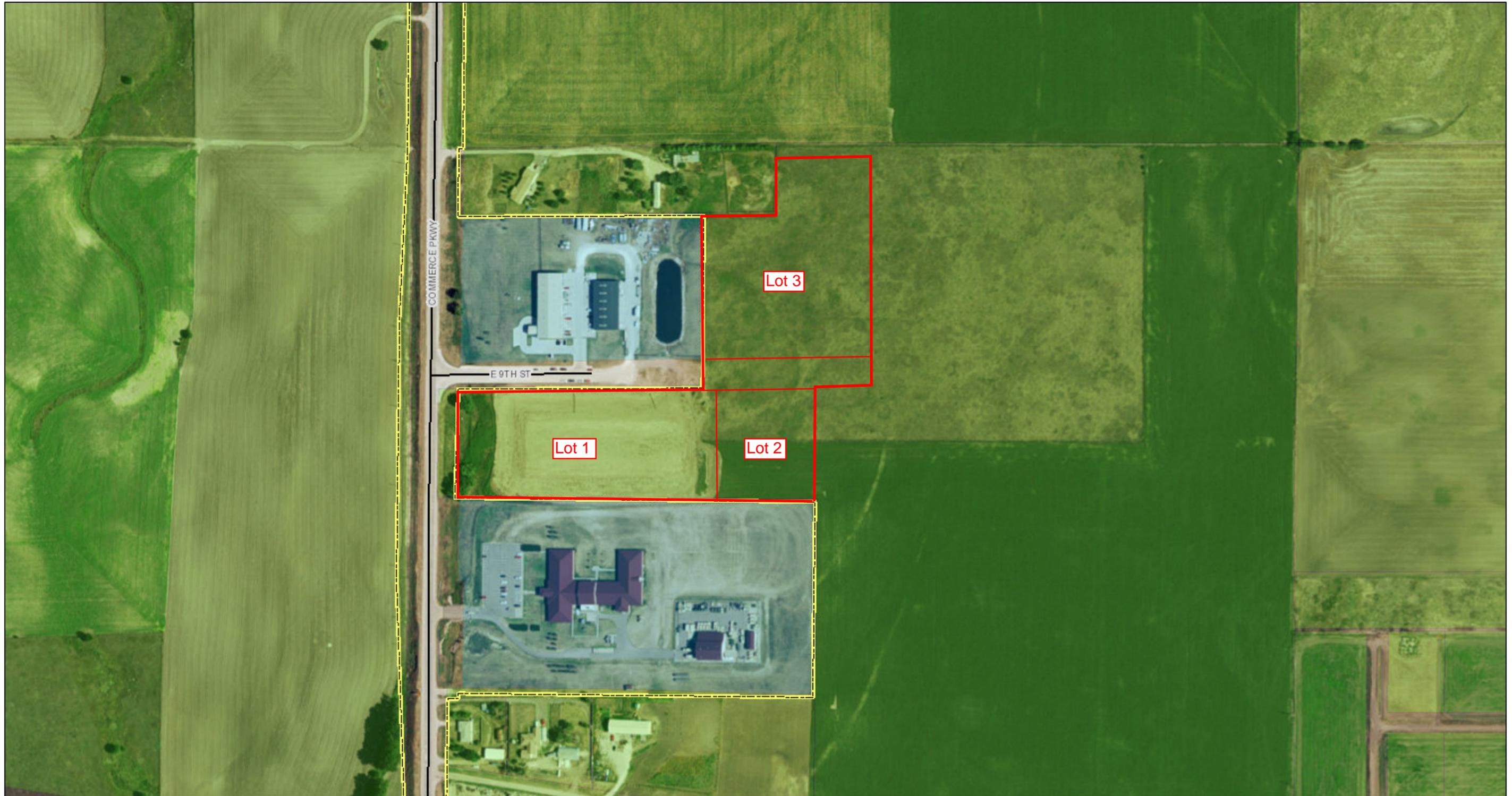
Approve the resolution accepting the final plat known as the Heart of America Second Addition.

Supporting Documentation

Maps
Final Plat
Resolution



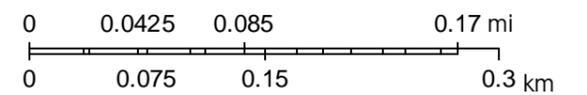
Web AppBuilder for ArcGIS



September 20, 2016

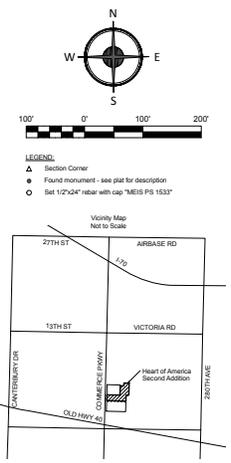
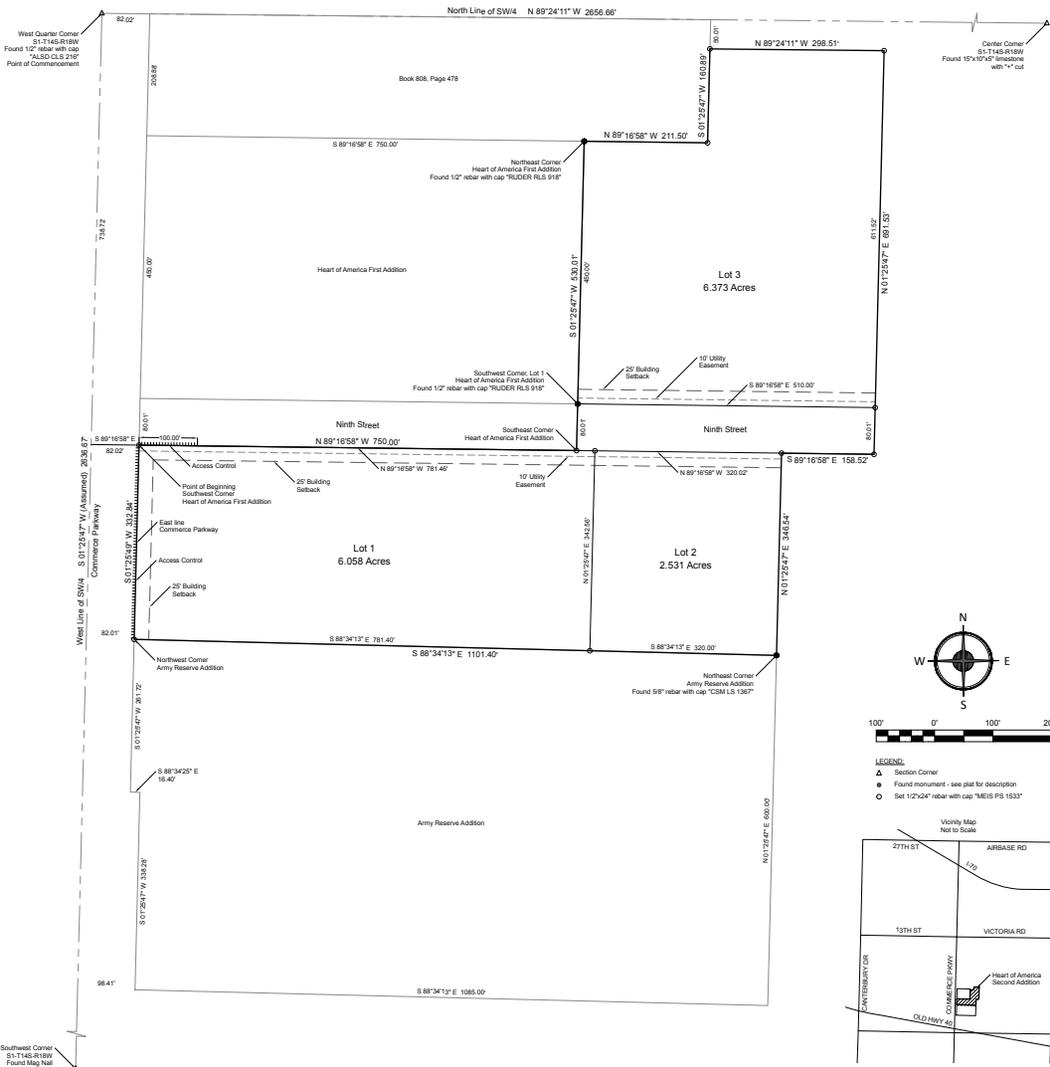
- | | | |
|------------------------|-------------------|----------------|
| Hays_City_Limits | AllLeaseholds | VICTORIA |
| Ellis_City_Limits | AllParcels | Interstate_70 |
| Victoria_City_Limits | COUNTY | Highways |
| Schoenchen_City_Limits | ELLIS | RoadCenterline |
| County_Boundary | HAYS | |
| AllCondos | SCHOENCHEN | |

1:4,514



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

PLAT OF HEART OF AMERICA SECOND ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS



APPROVALS:

This plat, Heart of America Second Addition, has been submitted to and approved by the Hays Planning Commission this _____ day of _____, 2016

Chairperson

Secretary

The dedications shown on this plat accepted by the City Commission of the City of Hays, Kansas, this _____ day of _____, 2016

Mayor

City Clerk

Attorney for the City of Hays

OWNERS CERTIFICATE:

Know all men by these presents, that we, the undersigned property owners of the land above described have caused the same to be surveyed and platted into Lots, Streets and Easements, the same to be known as "Heart of America Second Addition", in the City of Hays, Ellis County, Kansas. The Streets are hereby dedicated to and for the use of the public, and the easements as indicated on the accompanying plat are hereby granted to the public for the purpose of constructing, operating, maintaining and repairing all public utilities.

Heart of America Development Corporation

Pat Parke, President

Date

NOTARY CERTIFICATE:

State of Kansas, County of Ellis, ss:
 Be it remembered that on this _____ day of _____, 2016, before me, a Notary Public in and for said County and State, came Pat Parke, President of Heart of America Development Corporation, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

Notary Public

My Commission Expires: _____
TRANSFER:
 Entered on transfer record this _____ day of _____, 2016

RECORDED:

State of Kansas, County of Ellis, ss:
 This is to certify that this instrument was filed for record in the Register of Deeds Office on the _____ day of _____, 2016 in Book _____ Page _____

Register of Deeds

Deputy

STREETS AND EASEMENTS:

Streets as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.
 Easements are hereby dedicated for public use, as utility easement right-of-way, which are shown as being between the dashed lines in widths indicated and as set forth on this plat, and said easements may be employed for the purpose of installing, repairing and maintaining gas lines, electric lines, telephone lines, and all other forms and types of public utilities, now or hereafter used, by the public over, under and along the strips marked "Utility Easement".

SURVEY NOTES:

- Bearings based on the West line of the Southwest Quarter of Section 1 being South 01°25'47" West
- When Heart of America First Addition was platted, the surveyor based his North line of the Southwest Quarter on a line from the West Quarter Corner to the East Quarter Corner. I recovered the stone at the center of the section, this is why my North line of the Southwest Quarter differs from the previous subdivision plat.
- Description closure precision = 1:735389, closure error distance = 0.006 feet, closure error bearing = S 05°00'48" W, description coverage = 15,899 acres.

LEGAL DESCRIPTION:

A tract of land in the Southwest Quarter of Section 1, Township 14 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Section 1, Township 14 South, Range 18 West; Thence on an assumed bearing of South 01 degrees 25 minutes 47 seconds West along the West line of the Southwest Quarter of Section 1 a distance of 738.72 feet; Thence South 89 degrees 16 minutes 58 seconds East a distance of 82.02 feet to the Point of Beginning, said point being on the East line of Commence Parkway, said point also being the Southwest corner of Heart of America First Addition; Thence South 01 degrees 25 minutes 49 seconds West along the East line of Commence Parkway a distance of 332.84 feet to the Northwest corner of the Army Reserve Addition; Thence South 89 degrees 13 seconds East along the North line of the Army Reserve Addition a distance of 1101.40 feet to the Northeast corner of the Army Reserve Addition; Thence North 01 degrees 25 minutes 47 seconds East, parallel with the West line of the Southwest Quarter of Section 1, a distance of 346.54 feet; Thence South 89 degrees 16 minutes 58 seconds East a distance of 158.52 feet; Thence North 01 degrees 25 minutes 47 seconds East, parallel with the West line of the Southwest Quarter of Section 1, a distance of 691.53 feet; Thence North 89 degrees 24 minutes 11 seconds West, parallel with the North line of the Southwest Quarter of Section 1, a distance of 298.51 feet to the East line of the tract described in Book 808, Page 478; Thence South 01 degrees 25 minutes 47 seconds West, parallel with the West line of the Southwest Quarter of Section 1 and along the East line of the tract described in Book 808, Page 478, a distance of 160.89 feet to the Southeast corner of the tract described in Book 808, Page 478; Thence North 89 degrees 16 minutes 58 seconds West along the South line of the tract described in Book 808, Page 478, a distance of 211.50 feet to the Northeast corner of Heart of America First Addition; Thence South 01 degrees 25 minutes 47 seconds West, parallel with the West line of the Southwest Quarter of Section 1 and along the East line of Heart of America First Addition, a distance of 530.01 feet to the Southeast corner of Heart of America First Addition; Thence North 89 degrees 16 minutes 58 seconds West along the South line of Heart of America First Addition a distance of 750.00 feet to the Point of Beginning.

REVIEW SURVEYORS CERTIFICATE:

State of Kansas, County of Ellis, ss:
 I hereby certify that the review of this plat was found to be in compliance with the requirements of K.S.A. 58-2505.

Notary Public

Approved this _____ day of _____, 2016

SURVEYORS CERTIFICATE:
 I, James Meis, Professional Surveyor #1533 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision. This plat is true and correct to the best of my knowledge and belief.



James Meis, PS 1533 _____ Date

Heart of America Development Corporation PO Box 25 Hays, KS 67601	DRIGGS DESIGN GROUP, PA Surveying Engineering Planning James Meis, PS 1533 203 E 7th, Suite D, Hays, Kansas 67601 jmeis@driggsdesign.com (785) 650-9844	Project No: 2015-090 Date: 12-12-2015 Scale: 1" = 100' Sheet No. 1 of 1 Drawn By: JM
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RESOLUTION

GOVERNING BODY OF THE CITY OF HAYS, KANSAS, TO THE PUBLIC:

WHEREAS, Heart of America Development Corporation has presented to the Governing Body of the City of Hays, Kansas, a certain plat of HEART OF AMERICA SECOND ADDITION, situated within the corporate limits of the City of Hays, Kansas, being lots and streets, comprising the following described real estate, to-wit:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 14 SOUTH, RANGE 18 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 14 SOUTH, RANGE 18 WEST; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 25 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1 A DISTANCE OF 738.72 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 58 SECONDS EAST A DISTANCE OF 82.02 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF COMMERCE PARKWAY, SAID POINT ALSO BEING THE SOUTHWEST COMER OF HEART OF AMERICA FIRST ADDITION; THENCE SOUTH 01 DEGREES 25 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF COMMERCE PARKWAY A DISTANCE OF 332.84 FEET TO THE NORTHWEST COMER OF THE ARMY RESERVE ADDITION; THENCE SOUTH 88 DEGREES 34 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF THE ARMY RESERVE ADDITION A DISTANCE OF 1101.40 FEET TO THE NORTHEAST COMER OF THE ARMY RESERVE ADDITION; THENCE NORTH 01 DEGREES 25 MINUTES 47 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 346.54 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 58 SECONDS EAST A DISTANCE OF 158.52 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 47 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 691.53 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 11 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 298.51 FEET TO THE EAST LINE OF THE TRACT DESCRIBED IN BOOK 808, PAGE 478; THENCE SOUTH 01 DEGREES 25 MINUTES 47 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1 AND ALONG THE EAST LINE OF THE TRACT DESCRIBED IN BOOK 808, PAGE 478, A DISTANCE OF 160.89 FEET TO THE SOUTHEAST CORNER OF THE TRACT DESCRIBED IN BOOK 808, PAGE 478; THENCE NORTH 89 DEGREES 16 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF THE TRACT DESCRIBED IN BOOK 808, PAGE 478, A DISTANCE OF 211.50 FEET TO THE NORTHEAST CORNER OF HEART OF AMERICA FIRST ADDITION; THENCE SOUTH 01 DEGREES 25 MINUTES 47 SECONDS WEST, PARALLEL WITH THE WEST LINE OFF THE SOUTHWEST

QUARTER OF SECTION AND ALONG THE EAST LINE OF HEART OF AMERICA FIRST ADDITION, A DISTANCE OF 530.01 FEET TO THE SOUTHEAST CORNER OF HEART OF AMERICA FIRST ADDITION; THENCE NORTH 89 DEGREES 16 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF HEART OF AMERICA FIRST ADDITION A DISTANCE OF 750.00 FEET TO THE POINT OF BEGINNING;

to be known as HEART OF AMERICA SECOND ADDITION to the City of Hays, Kansas; and,

WHEREAS, the said plat has been examined and considered by the Hays Area Planning Commission of the City of Hays, Kansas; and,

WHEREAS, the City Attorney of the City of Hays, Kansas, has found that the proposed plat conforms to the requirements of the statutes in such matters made and provided;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, that the City of Hays, Kansas, hereby approves the plat of HEART OF AMERICA SECOND ADDITION to the City of Hays, Kansas, and the City Clerk is instructed to endorse such approval on said plat.

Passed and adopted by the Governing Body of the City of Hays, Kansas, this 27th day of October, 2016.

Shaun Musil - Mayor

ATTEST:

BY _____
Brenda Kitchen - City Clerk

(SEAL)

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: October 20, 2016

Subject: Heart of America Second Addition – Resolution to Establish Benefit District

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

Heart of America Development Corporation has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 3 lots in the Heart of America Second Addition. The engineer's estimate for total construction costs is \$540,000. There are no over-sizing costs in this project therefore no City capital will be expended for the construction of this project. Staff recommends adopting the resolution authorizing the creation of a special benefit district for the proposed improvements to the Heart of America Second Addition.

Background

This is the logical continuation of the Heart of America Addition that began development in 2009 with the construction of 9th St. along with public water and sewer. Heart of America Development Corporation owns the property and provides land for development to new or existing businesses wishing to relocate.

Discussion

Heart of America Development Corporation has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 3 lots in the Heart of America Second Addition. The general nature of the proposed improvements is as follows:

- The extension of approximately 781 feet of 9th St., and all related curb, gutter and stormwater sewer improvements. It is important to note that the developer has proposed reducing the width of 9th St. from the existing 45' to 30'. (See the attached letter and details from Buck Driggs of Driggs Design Group)

- The construction of approximately 781 linear feet of 8” water line, and all other necessary and related water improvements such as fire hydrants and service connections.
- The construction of approximately 781 linear feet of 12” sanitary sewer line, manholes, sanitary sewer service connections and all other necessary and related sanitary sewer improvements.

Legal Consideration

Bond Counsel has approved all of the forms and Resolution for this item and there are no other legal concerns.

Financial Consideration

The developer proposes to finance the project through the creation of a special benefit district. 70% of the costs for this project will be allowed to be special assessed with the remaining 30% being paid in full by the developer prior to award of the construction contract. Of course with any special assessment, there is always an inherent risk to the City that should always be considered. The per-lot special assessment for this project is estimated to be \$80,000 to \$205,000. There are no over-sizing costs to the City in this project therefore no City capital will be expended for the construction of this project.

Options

Options include the following:

- Approve the Resolution authorizing the creation of the special benefit district for the Heart of America Second Addition with 9th St. constructed at 30’ width.
- Provide other options to the developer
- Do not approve the Resolution.

Recommendation

Staff recommends adopting the attached resolution authorizing the creation of a special benefit district for improvements in the estimated amount of \$540,000.

Action Requested

Approve the Resolution authorizing the creation of a special benefit district for infrastructure improvements in the estimated amount of \$540,000 for the development of 3 lots along East 9th St. within the Heart of America Second Addition.

Supporting Documentation

Petition
 Map(s) of Benefit District
 Letter and Supporting Documents from Engineer
 Resolution

PETITION FOR PUBLIC IMPROVEMENTS

We the undersigned owner(s) of record of 100% of the property liable for assessment for the following proposed improvements hereby propose that such improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*, as amended (the "Act"), and specifically K.S.A. 12-6a04(c).

(a) The proposed improvements are as follows:

The installation of water lines, sanitary sewer lines, and storm sewers along, and with the grading, paving, curbing and guttering of 9th St. (the "Improvements"), all in the Heart of America Second Addition to the City of Hays, Kansas.

(b) The estimated or probable cost of the Improvements is \$540,000 to be increased at the pro-rata rate of ½ percent per month from and after the date of adoption of the resolution determining the advisability of the Improvements, plus cost of issuance and plus costs of interest on any temporary financing (the "Improvement Costs").

(c) The extent of the proposed Improvement District to be assessed is as indicated on the attached drawing and is described as follows:

**Lot One (1), Lot Two (2), and Lot Three (3)
of the Heart of America Second Addition to the City of Hays
(the "Improvement District")**

(d) The proposed method of assessment to the Improvement District is as follows:

Each lot shall be assessed based on a percentage of developable area of each lot within the overall District. The total project costs shall be assessed to each lot as follows:

Lot Description	Developable Area (Ac)/Lot	% of Development / Assessment
Lot #1	2.957	24.93 %
Lot #2	2.531	21.34 %
Lot #3	6.373	53.73 %
Total	11.861	100.00 %

(e) The apportionment of the total actual Improvement Costs shall be as follows:

One Hundred percent (100%) to the Improvement District

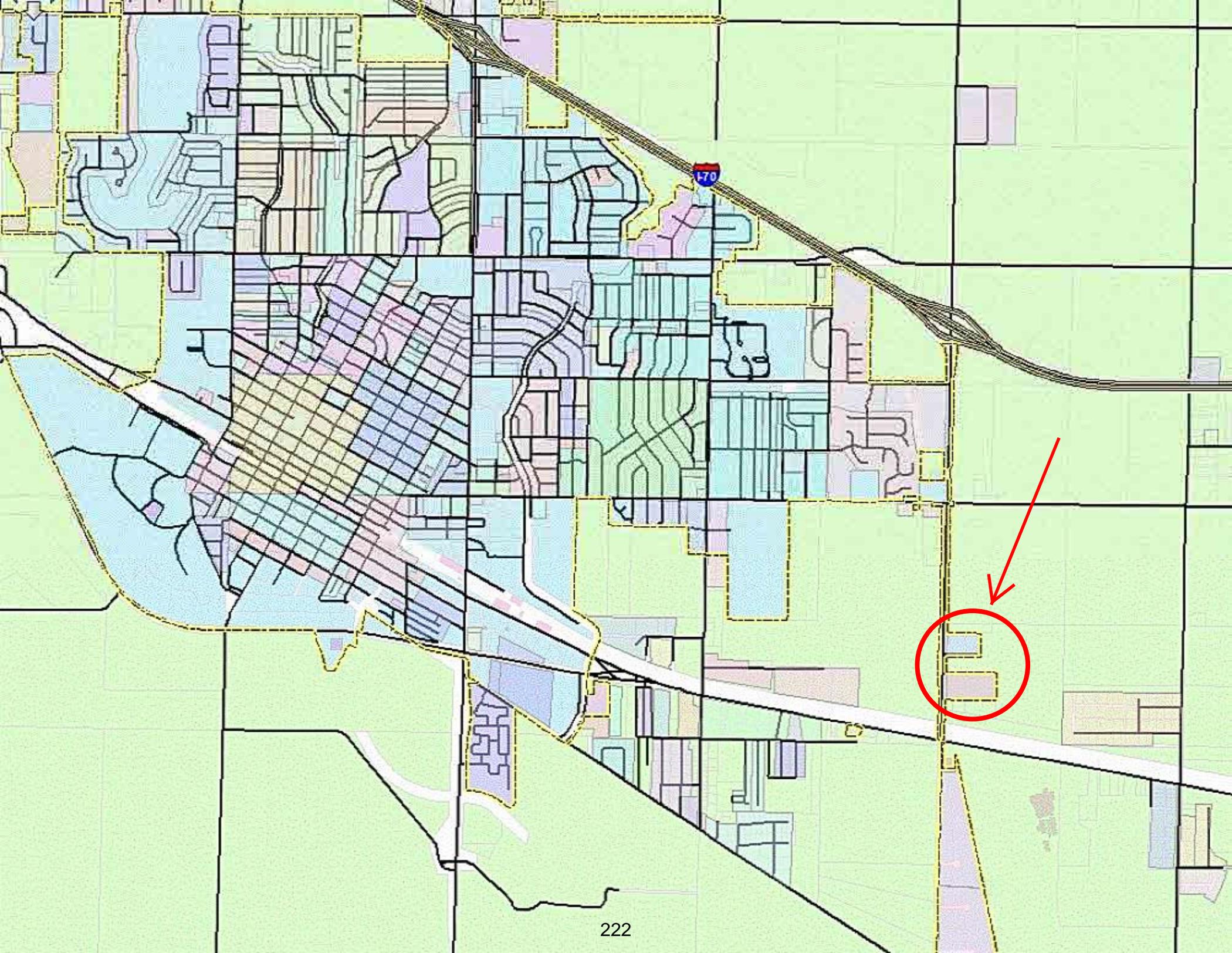
(f) The signers of this petition, in the aggregate, are the owners of 100% of the properties proposed to be included in the improvement district, and acknowledge that the:

- (1) Petition is one submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto;
- (2) Proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement; and
- (3) Signers' names may not be withdrawn from the petition by the signers hereof after the governing body commences consideration of the petition or later than seven days after filing of this petition, whichever occurs first.

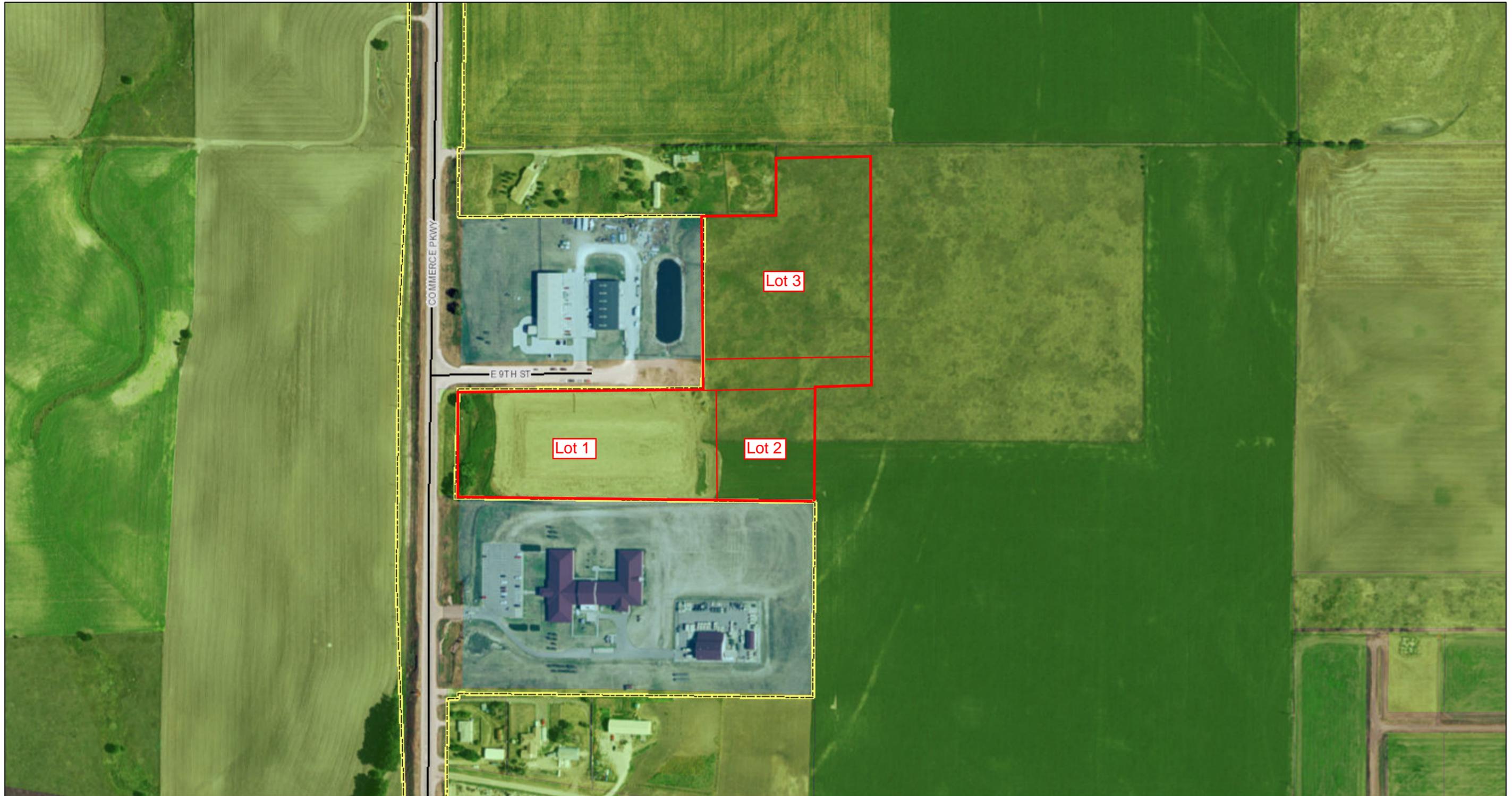
(g) We further propose that the Improvements be made without notice and hearing as required by the Act.

Respectfully submitted,

SIGNATURE	ADDRESS	DATE/TIME OF SIGNING	PROPERTY OWNED WITHIN PROPOSED IMPROVEMENT DISTRICT
			100%



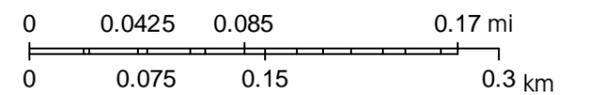
Web AppBuilder for ArcGIS



September 20, 2016

- | | | |
|------------------------|-------------------|----------------|
| Hays_City_Limits | AllLeaseholds | VICTORIA |
| Ellis_City_Limits | AllParcels | Interstate_70 |
| Victoria_City_Limits | COUNTY | Highways |
| Schoenchen_City_Limits | ELLIS | RoadCenterline |
| County_Boundary | HAYS | |
| AllCondos | SCHOENCHEN | |

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



September 19, 2016

Jesse Rohr
Planning, Inspection, Enforcement Division
1002 Vine Street
Hays, KS 67601

RE: Heart of America Industrial Park – Design Modification Request

Dear Jesse,

On behalf of the Heart of America Development Corporation, the Driggs Design Group, PA would like to request consideration for design changes from the City of Hays Development Policy as it relates to future improvements to the Heart of America Industrial Park. The item for consideration pertains to the required width of the pavement section.

Currently, the City of Hays Development Policy requires that the pavement width of a new section of roadway in an industrial setting be 45 feet in width. We would like to propose this 45 feet street section be reduced to 30 ft. There are a number of reasons why we believe this change provides significant benefit to the developer, the city and the future owners of the developable lots. Some of the key benefits of this reduced width typical section are as follows:

- Reduced Construction Costs
- Reduced Long & Short Term Maintenance Costs
- Less Special Assessments, Creates More Desirable Lots for Development
- Less Stormwater Runoff
- Reduced Section Provides Natural Traffic Calming
- More Environmentally Friendly

The above stated benefits are fairly significant and we see no disadvantages to reducing the exiting street section on this project as it relates traffic movement or public health and safety.

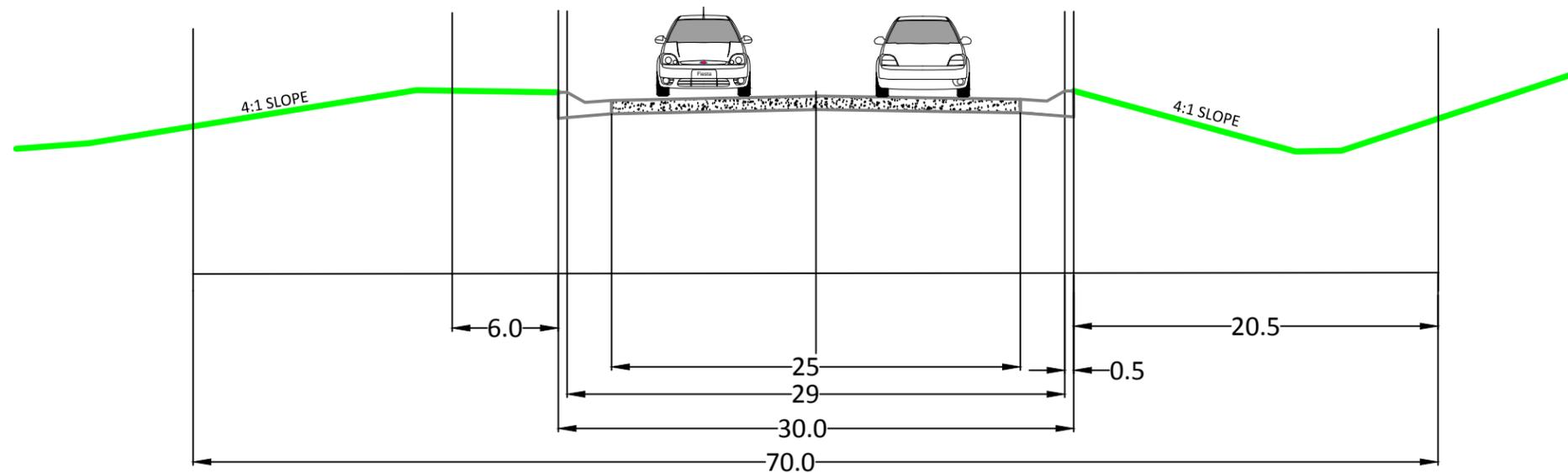
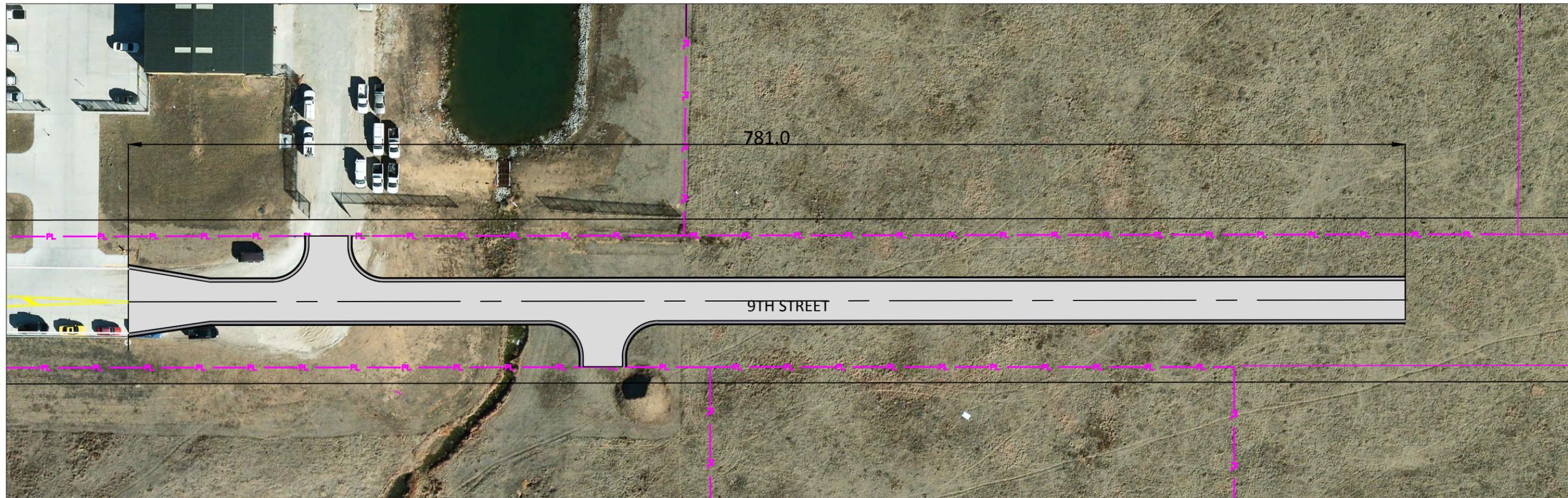
For your convenience, we have attached the following exhibits displaying the requested changes for your review. Your consideration of this modification is greatly appreciated. Please do not hesitate to contact me if you have any questions or comments pertaining to the project or the above request. I can be reached at (785) 313-1346.

Sincerely,

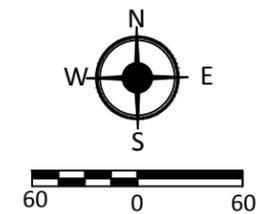
Driggs Design Group, PA

Buck A. Driggs, PE
Project Manager

Your Success is Our Success!



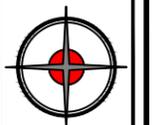
PROPOSED TYPICAL SECTION
Two-lane Roadway (30' BOC to BOC)



No.	Revision	Date

CITY OF HAYS, KANSAS
HEART OF AMERICA INDUSTRIAL PARK
EXHIBIT A - CONCEPT PLAN

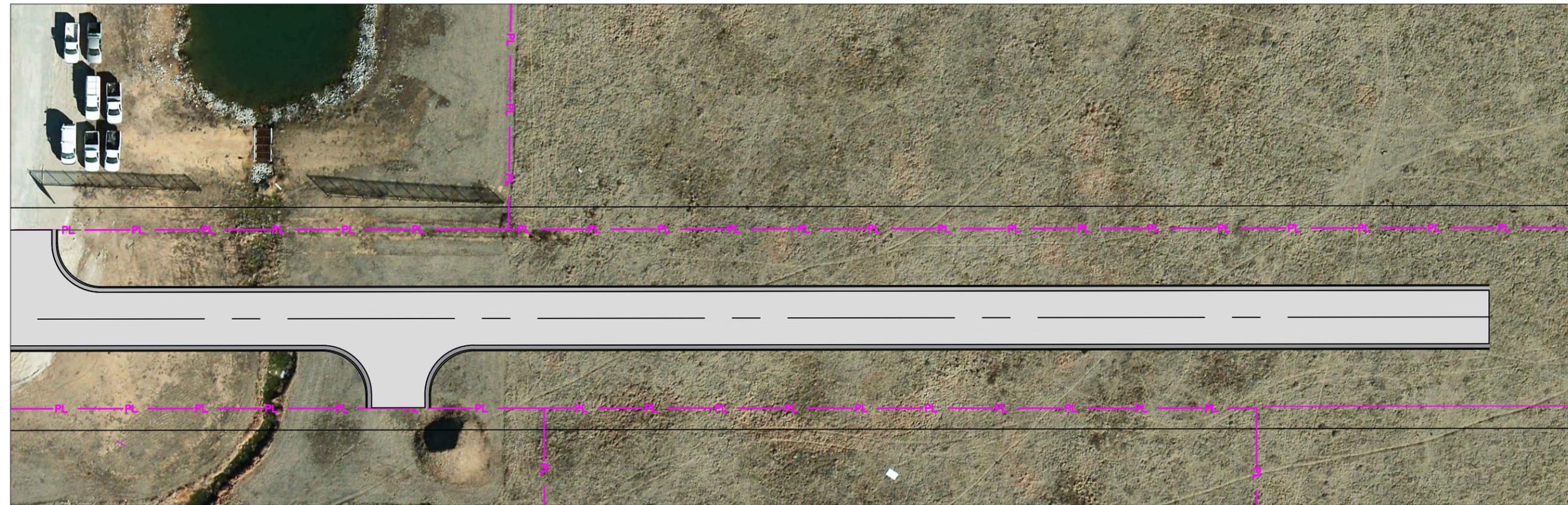
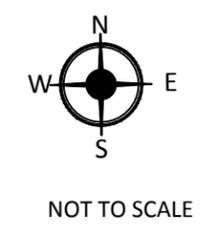
DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN & HAYS



Project No.:	N/A
Date:	10/8/2015
Sheet No.:	1 OF 2



- LEGEND**
- CONCRETE PAVEMENT
 - SIDEWALK



No.	Revision	Date

CITY OF HAYS, KANSAS
HEART OF AMERICA INDUSTRIAL PARK
EXHIBIT B - CONCEPT PLAN

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN & HAYS

Project No.:	N/A
Date:	10/8/2015
Sheet No.:	1 OF 2

(Published in the *Hays Daily News* on _____, 2016)

RESOLUTION NO. _____

A RESOLUTION SETTING FORTH FINDINGS AND DETERMINATIONS OF THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS ON THE ADVISABILITY OF AND AUTHORIZING THE CONSTRUCTION OF CERTAIN IMPROVEMENTS PURSUANT TO K.S.A. 12-6a01 *et seq.*

WHEREAS, a petition was filed with the City Clerk for the City of Hays, Kansas (the “City”) on October ____, 2016, proposing certain improvements pursuant to K.S.A. 12-6a01 *et seq.*, and specifically K.S.A. 12-6a04(c) (the “Petition”); and

WHEREAS, the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(a); and

WHEREAS, the property located south of the proposed Improvements is outside of the City limits; and

WHEREAS, since such property is outside of the City limits, the Governing Body finds that all of the property benefited by the Improvements (defined below) is included in the proposed improvement district; and

WHEREAS, all the owners of record of property located within the proposed improvement district have signed the Petition; and

WHEREAS, no signatures have been withdrawn from the petition before the Governing Body began consideration of the Petition; and

WHEREAS, K.S.A. 12-6a04 provides that the Governing Body may authorize and order public improvements without notice and hearing after a sufficient petition has been filed.

NOW THEREFORE, BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, AS FOLLOWS:

Section 1. The Governing Body hereby finds that the Petition is sufficient, and further finds and determines that it is necessary and advisable to make the following improvements:

(a) The nature of the improvements are as follows:

The installation of water lines, sanitary sewer lines, and storm sewers along, and with the grading, paving, curbing and guttering of 9th St. (the “Improvements”), all in the Heart of America Second Addition to the City of Hays, Kansas

(the “Improvements”).

(b) The estimated cost of the Improvements is:

Five hundred forty thousand dollars (\$540,000.00) to be increased at the pro-rata rate of ½ percent per month from and after the date of adoption of this resolution, plus cost of issuance and plus costs of interest on any temporary financing.

(c) The boundaries of the improvement district to be assessed are:

Lot One (1), Lot Two (2), and Lot Three (3) of the Heart of America Second Addition to the City of Hays, Ellis County Kansas.

(d) The method of assessment shall be:

Each lot shall be assessed based on a percentage of developable area of each lot within the overall District. The total project costs shall be assessed to each lot as follows:

Lot Description	Developable Area (Ac)/Lot	% of Development / Assessment
Lot #1	2.957	24.93 %
Lot #2	2.531	21.34 %
Lot #3	6.373	53.73 %
Total	11.861	100.00 %

(e) The apportionment of cost between the improvement district and the city at large is:

The cost of the Improvements shall be assessed 100% to the Improvement District.

Section 2. The Governing Body hereby declares that the Improvements described in this Resolution are necessary, and authorizes them to be made in accordance with the findings set forth in this Resolution, and further authorizes the levying of assessments and the issuance of bonds therefore, all in accordance with K.S.A. 12-6a01 *et seq.* and specifically K.S.A. 12-6a04(c).

Section 3. The City expects to make capital expenditures from and after the date of this Resolution in connection with the Improvements described herein, and intends to reimburse itself for such expenditures with the proceeds of one or more series of general obligation bonds and temporary notes of the City in the maximum principal amount of \$540,000.00.

Section 4. The City Clerk is hereby authorized and directed to make progress payments to the contractors for materials furnished and for labor performed under the contract when estimates therefore are presented to him/her which have been properly certified by the City Engineer, so long as the aggregate payments do not exceed the total contract price.

Section 5. The City Clerk shall file a certified copy of this Resolution with the Register of Deeds of Ellis County, Kansas.

Section 6. This Resolution shall take effect after its passage and publication once in the official city newspaper.

ADOPTED AND PASSED this _____ day of _____, 2016.

(SEAL)

Mayor

City Clerk

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: October 20, 2016

Subject: Heart of America Second Addition Engineering Services Agreement

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

Heart of America Development Corporation has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 3 lots in Heart of America Second Addition. Buck Driggs of Driggs Design Group, PA has prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$40,533.62. Staff recommends that the Commission authorize the Mayor to sign the Engineering Services Agreement with Driggs Design Group, PA for professional services related to improvements to Heart of America Second Addition in an amount not to exceed \$40,533.62.

Background

This is the logical continuation of the Heart of America Addition that has been in development since 2009. This will be the second phase of the project.

Discussion

The resolution accepting the petition is moving forward under a separate agenda item. Buck Driggs of Driggs Design Group, PA has prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$40,533.62. If approved, design work will begin with construction anticipated to start in the spring of 2017.

Legal Consideration

The transaction is a pass-through procedure for the City and there are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The \$40,533.62 cost for Engineering Services is included in the total project cost estimated at \$540,000 as detailed in the memo regarding the benefit district. The cost would be proportionately split between the various funding mechanisms: Special Assessment (70%) and Developer Share (30%).

Options

Options include the following:

- Approve the Engineering Services Agreement
- Do not approve the Agreement

Recommendation

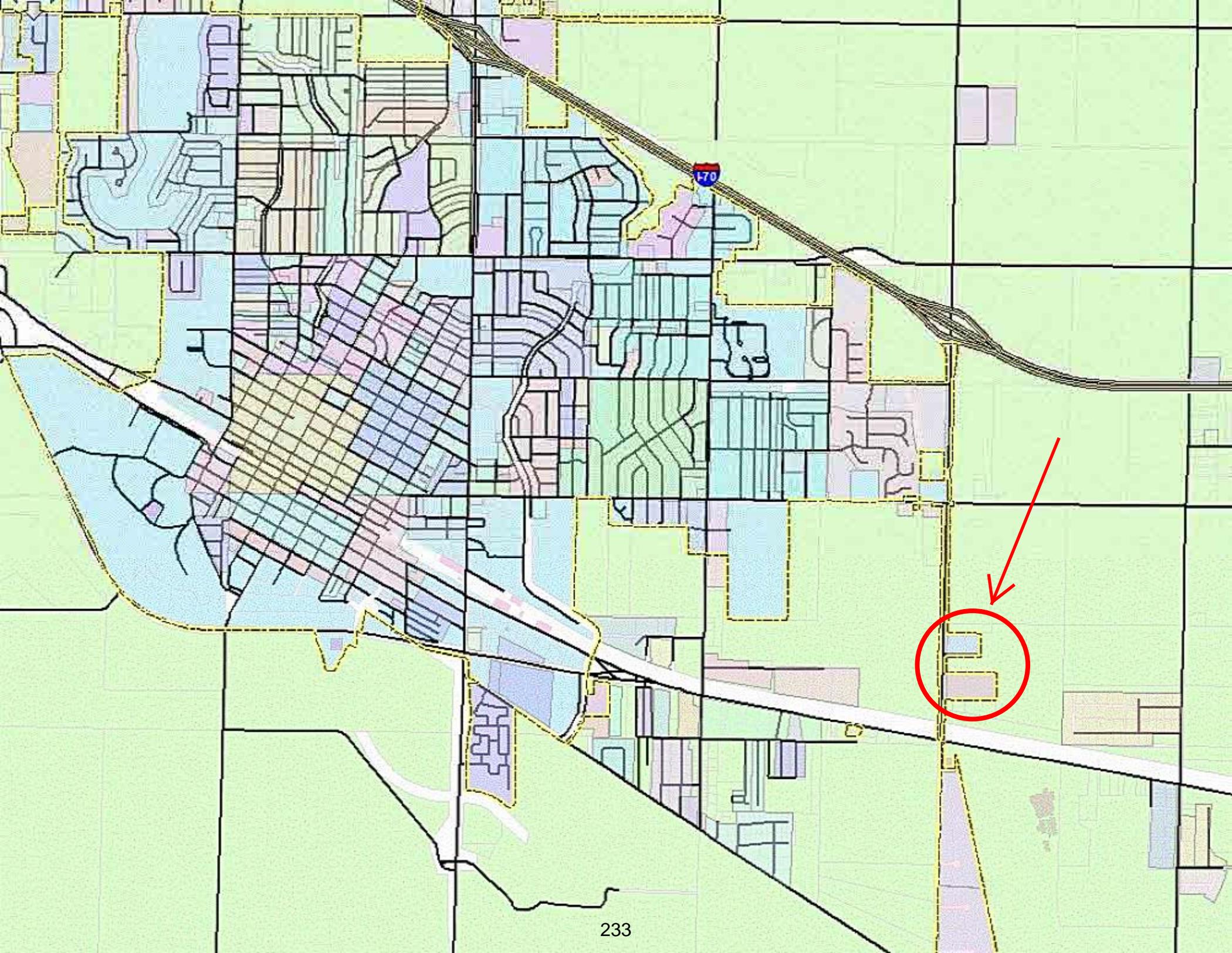
Staff recommends that the Commission authorize the Mayor to sign the Engineering Services Agreement with Driggs Design Group, PA for professional services related to improvements to Heart of America Second Addition in an amount not to exceed \$40,533.62.

Action Requested

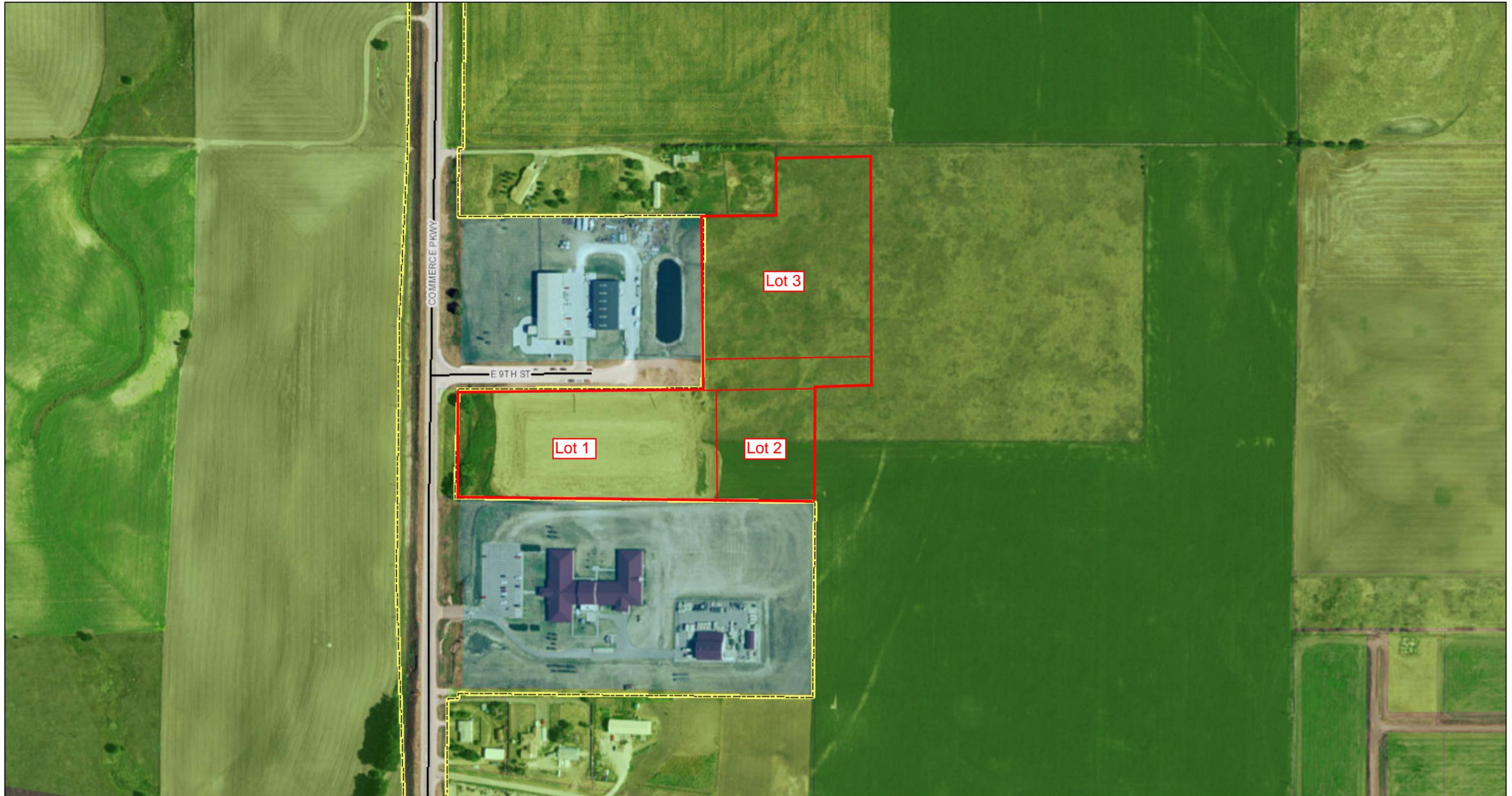
Approve the Engineering Services Agreement with Driggs Design Group, PA for an amount not to exceed \$40,533.62 for the development of Heart of America Second Addition.

Supporting Documentation

Map of Area
Engineering Services Agreement



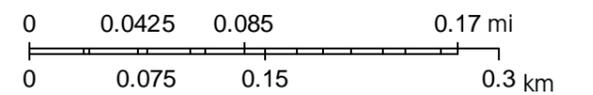
Web AppBuilder for ArcGIS



September 20, 2016

- | | | |
|------------------------|-------------------|----------------|
| Hays_City_Limits | AllLeaseholds | VICTORIA |
| Ellis_City_Limits | AllParcels | Interstate_70 |
| Victoria_City_Limits | COUNTY | Highways |
| Schoenchen_City_Limits | ELLIS | RoadCenterline |
| County_Boundary | HAYS | |
| AllCondos | SCHOENCHEN | |

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

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this 27th day of October , 2016 , by and between the City of Hays Kansas, a municipal corporation (hereinafter "City"), and Driggs Design Group, PA, a Professional Corporation, (hereinafter "Consultant").

WHEREAS, the City desires to obtain professional engineering services, in connection with the

9th Street Extension (Heart of America Industrial Park)

(hereinafter "Project"); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 2819 Plaza Avenue, Hays, KS 67601, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

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

1. PROFESSIONAL SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement.
- B. City agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:
 - i. Engineering Design**
 - ii. Bid Solicitation**
 - iii. Construction Engineering**

These Services are described in detail in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The City reserves the right to direct revision of the Services at the City's discretion.

- C. Consultant shall advise the City of additional costs and time delays, if any, in performing the revision, before Consultant performs the revised services. If revisions of the Services are necessary due to Consultant's error or omission, Consultant shall provide the services and materials associated with such revisions, at no additional cost to the City.
- D. Consultant shall provide Services under this Agreement only upon written request of the City, and only to the extent defined and required by the City. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for

Supplemental Services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the City’s prior written consent shall be at Consultant’s own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.

2. STANDARD OF CARE

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional engineer under similar circumstances. At the City’s request, Consultant shall re-perform the Services, which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill, and diligence in providing all Services, Consultant shall be responsible to the City for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and cause its sub-consultants to comply with, applicable federal, state, and local laws, orders, rules, and regulations relating to the performance of the Services.
- D. Neither Consultant nor Consultant’s agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

3. COMPENSATION & AUDIT BY CITY

- A. As consideration for providing the Services, the City shall pay Consultant, a lump sum amount not to exceed \$ 40,533.62 as defined below for each project. Consultant acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount per project without prior written approval by the City.

ENGINEERING FEE BREAKDOWN	
SCOPE TASK	FEE
Engineering Design	\$ 25,000.00
Bid Solicitation	\$ 2,022.36
Construction Engineering	\$ 13,511.26
Total Lump Sum Price	\$ 40,533.62

- B. Consultant shall submit an itemized invoice to the City on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been

completed for the Project. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.

- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. SCHEDULE & DELAY

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall provide Services pursuant to the agreed-upon schedule, which shall be:

Award of Engineering Contract	<i>October 27th, 2016</i>
Preliminary Plan Review (30%)	<i>November 19th, 2016</i>
90% Plans	<i>December 31st, 2016</i>
100% Plans	<i>January 20th, 2017</i>
Final Plans & Bid Documents	<i>February 10th, 2017</i>

- C. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- D. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

5. LIABILITY & IDEMNIFICATION

- A. Consultant shall indemnify and hold harmless the City, and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, and injuries, (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with, Consultant's negligence,

error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees, agents and subcontractors.

- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

6. INSURANCE

- A. Consultant shall purchase and maintain, at its expense, insurance coverage as required in this Section for the term of this Agreement. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Consultant in the written contract/agreement. Consultant shall furnish any or all insurance certificates to the City, as requested by the City. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.
- B. The consultant shall purchase and maintain insurance of the following types of coverage and limits of liability:
 - i. Commercial General Liability (CGL) with limits of insurance of not less than \$100,000 each occurrence and \$200,000 Annual Aggregate.
 - 1. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - 2. CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.
 - 3. City of Hays, Kansas and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Consultant. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - 4. Consultant shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed

Operations coverage for itself and each additional insured for at least 3 years after completion of work.

- ii. Automobile Liability with limits of at least \$ 500,000 each accident.
 - 1. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 2. Owner shall be included as insured on the auto liability policy.
 - iii. Workers Compensation and Employers Liability limit of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
 - 1. Where applicable, US Longshore and Harbor workers Compensation Act Endorsement shall be attached to the Policy.
 - 2. Where applicable, the Maritime Coverage Endorsement shall be attached to the Policy.
 - iv. Professional Liability Insurance: Consultant shall purchase and maintain insurance with a limit of \$2,000,000 for each claim and in the aggregate.
- C. Consultant shall provide, prior to the commencement of the project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Hays, Kansas, Attn: City Clerk, PO Box 490, Hays KS 67601.

7. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.
- B. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

8. OWNERSHIP & REUSE OF DOCUMENTS

- A. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to perform the Services.
- B. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents prepared by Consultant shall become the sole property of the City. At the City's request, Consultant shall give the City all materials obtained or produced in the course of the Services. The City makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Consultant in performing services herein. Consultant shall maintain complete Services records for five (5) years after completion of the Services.
- C. The City understands that the reuse of any document prepared or furnished by Consultant without written verification or adaptation by Consultant for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to Consultant.

9. CONSULTANT'S PERSONNEL AT PROJECT SITE

- A. The presence of Consultant's personnel at a construction site is for the purpose of providing the City a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s)..
- B. Consultant has no authority to exercise control over any construction contractor. Consultant neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance with the Project documents.

10. RELATIONSHIP OF THE PARTIES

- A. The City and Consultant agree that the Consultant shall be and remain an independent contractor in the performance of the Services. Consultant's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City.

- B. Consultant shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

11. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section.

- B. Notices sent by the Consultant to the City shall be sent to:

John Braun
Assistant Director of Public Works
1002 Vine St
Hays, KS 67601

- C. Notices sent by the City to the Consultant shall be sent to:

Buck Driggs, PE
Driggs Design Group, PA
2819 Plaza Avenue
Hays, KS 67601

12. TERM & TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the City, and upon final payment by the City.
- B. Notwithstanding Paragraph 12-A, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause. The City shall compensate Consultant for the Services that have been completed to the City's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

13. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- B. Venue and Jurisdiction. The parties agree any legal action arising out of this Agreement shall be filed solely in the Ellis County, Kansas, District Court, or the U.S. District Court of Kansas, as appropriate.
- C. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless

otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto.

- D. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- E. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- F. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
- G. Successors and Assigns. Subject to Paragraph 13-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- H. Third Parties. The Services to be performed by Consultant are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

CITY:



(Signature)

(Signature)

Buck A. Driggs

(Printed Name)

(Printed Name)

President/CEO

(Title)

(Title)

SCOPE OF SERVICES

TO BE PROVIDED BY THE CONSULTANT

Provide Engineering Services related to the preparation of construction plans and bid documents for the extension of 9th Street within the Heart of America Industrial Park. The proposed project includes the following:

- 781 LF of New street
- 781 LF of Waterline Extension (8")
- 781 LF of Sanitary Sewer Extension (12")
- 2- lane concrete pavement section, 30' wide
- Standard curb and gutter,
- Storm sewer Improvements (as-needed)

Design shall be according to the Minimum Design Standards as set forth in the Current City of Hays Subdivision Regulations, Development Policy, City of Hays Standard Details and Specifications for Public Works Construction Projects, and industry standards (KDOT, ASSHTO, MUTCD, etc) where the City standard is not adequate, unless the City has approved deviations from any of the policies listed here.

Services should include but not be limited to:

1. Engineering Design:

- 1) Project Kick-off Meeting – on-site with City Staff.
 - i) Deliverables: Agenda and Meeting Notes.
 - ii) City: provide meeting space, invite pertinent City Staff.
- 2) Perform field surveys to collect pertinent topographical, right of way, utility, and other data deemed necessary to complete the design of the project.
- 3) Provide preliminary cost estimate and sketches or visual aids necessary to communicate or generate a visual impression of the project during the planning process, and other pertinent information deemed necessary.
- 4) Attend City Commission Work Session to present concept plan, if necessary.
- 5) Preliminary Design Plans (30%)
 - i) Deliverables: Preliminary cost estimate, one (1) full size plan set, printable pdf file, AutoCAD file that includes the base file from the survey, site visit to review plans (Field Check with City Staff), compile and distribute field check notes.
 - ii) City: provide timely (10 working days) review of plans, and attend field check.

b) Utility Review

9th Street Extension Project

Heart of America Industrial Park

- i) Prepare utility check plans and distribute to all affected utility companies.
 - ii) Coordinate utility relocation requirements – attend one regular monthly meeting of the Utility Advisory Committee.
 - iii) Follow-up with Utility companies to insure proper relocation of utilities as necessary.
- c) Permitting
 - i) Prepare and submit applications for any state or federal permit that may be required.
 - ii) Coordinate with permitting agencies as necessary.
 - iii) City will pay permit fees as necessary.
- d) 90% Design Plans
 - i) Deliverables: Updated cost estimate, draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, site visit to review plans with City Staff and visit project site, compile and distribute 90% Plan review notes.
 - ii) City: provide Standard Details and Specifications for Public Works Construction Projects to engineer to utilize in preparing bid documents; provide timely (10 working days) review of plans and specs; and attend 90% Plan Review.
- e) 100% Design Plans and Bid Documents
 - i) Deliverables: Updated cost estimate, final draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, conference call or in-person review with City Staff, compile and distribute 100% Plan review notes.
 - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.
- f) Final Plans and Bid Documents
 - i) Deliverables: Official engineer’s estimate of cost, final bid documents, two (2) full size, stamped plan sets and bid documents, printable pdf file, and AutoCAD file. Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders. Engineer to review bids received and provide letter recommending award of bid.
 - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.

2. Bid Solicitation Phase:

- a) Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders.
- b) Field questions from bidders
- c) Pre-bid Meeting: coordinate date/time, provide agenda, compile and distribute attendance and meeting notes. City will facilitate meeting room.

- d) Prepare and distribute any necessary addenda to bid documents.
- e) Engineer to review bids received and provide bid tabulation and letter recommending award of bid.
- f) Attend City Commission Meeting for Award of Bid.

3. Construction Engineering Phase:

- a) Prepare 4 sets of Contract Documents for execution
- b) Provide up to 6 sets of “For Construction” Plans and Specs: 2 for the City and 4 for the Contractor.
- c) Conduct a pre-construction conference.
- d) Review all shop drawings and submittals.
- e) Review contractor schedules.
- f) Provide on-site inspection to maintain compliance with the construction and contract documents.
- g) Review and submit periodic Contractor pay estimates to the City and the Developer for payment.
- h) Prepare change orders as necessary.
- i) Conduct a final inspection of every part of the work prior to acceptance of the work by the City and the Developer.
- j) Prepare record drawings.
- k) Inspect stormwater controls in accordance with a schedule as listed on the Stormwater Pollution Prevention Plan and ensure that the Contractor maintains the erosion and sediment controls.

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: October 20, 2016

Subject: USACE Section 205 Environmental Study

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

In September 2015, the City and the US Army Corps of Engineers entered an agreement to study the Lincoln Draw Watershed in an effort to reduce the potential for flooding in the City of Hays. The estimated cost of the study is \$664,000, with the City share, including the City's cash and in-kind share is 50% or \$332,000. The 2016 budget included \$325,000 for the study, which is \$7,000 less than the City's 50% share. Originally, the City was going to receive credit for in-house production of the National Environmental Protection Act (NEPA) study; however, changes in city staff no longer allow the NEPA study to be done in-house. Staff is requesting approval to contract with the USACE to conduct the NEPA and related cultural resources study for an estimated cost of \$40,000 to be paid out of the Stormwater Capital Reserve.

Background

At the August 27, 2015 City Commission meeting, the commissioners unanimously voted to authorize the City Manager to enter an Agreement with the US Army Corps of Engineers (USACE) under the Section 205 program for a study of the Lincoln Draw watershed to reduce the potential for flood through the center of the City. The agreement estimated the cost of the study to be \$664,000 with the City and the USACE sharing the costs equally. Of the City's \$332,000 share, \$178,600 was projected to be paid in cash to the USACE for performance of the study. The remaining \$153,400 of the city share was to be achieved by hiring out survey and geotechnical work and performing an in-house National Environmental Policy Act (NEPA) study. Subsequently, Olsson Associates was hired by the City to perform the survey and geotechnical work under an agreement approved by the City Commission on September 24, 2015.

Since then, Olsson has completed the survey and geotechnical work and the USACE has progressed with modeling the watershed. The environmental work originally planned to be completed in-house by the City was to be performed by the former Stormwater Specialist, Steven Walters, who had past experience performing NEPA studies. However, Mr. Walters is no longer employed by the City of Hays leaving the City without the ability to perform the NEPA study in-house.

In his August 2015 request for authorization for the USACE Section 205 Study, Mr. Walters assured the City Commission that “City Staff will also come back to the City Commission for future appropriations associated with the project.” This is the reason Staff is presenting the request for authorization of the required NEPA and cultural resources study to be conducted by USACE. Because the NEPA Study will no longer be conducted in-house by the City, Staff also sees need to request authorization for the entire 50% share of the study \$332,000 which means an increase in authorization of \$7,000.

Discussion

Due to the City not having in-house expertise to perform the NEPA study, the USACE has offered to perform the NEPA and related cultural resources study at a cost of \$40,000, which is the amount previously agreed upon as the value the City could claim by doing the NEPA study in-house.

Since the City can no longer benefit from the \$40,000 value of the in-house NEPA study toward the local share of the overall cost, the \$325,000 authorized in the Capital Improvement Program for this study is slightly less than required.

A summary of the funding scenario is listed below:

2015 Budget CIP	\$75,000
2016 Budget CIP	\$250,000
TOTAL Budget	\$325,000
Costs	
Survey and Geotech	\$112,615
Cash to Corps per agreement	\$178,600
NEPA Study	\$ 40,000
TOTAL Costs (to date)	\$331,215
Difference	\$ 6,215
Difference (based on 50% of \$664K)	\$ 7,000

Staff is requesting authorization to have USACE conduct the NEPA and related cultural resources study for \$40,000 and for authorization of an additional \$7,000 in capital spending authority to meet the 50% cost share and allow for the USACE to perform the required NEPA and cultural resources study.

At this time, staff would also like to update the city commission on the time schedule for the study.

Survey and Geotechnical work	Complete
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Draft Existing Conditions Analysis (w/o improvements)	October 2016
Improvement Alternatives Analysis	November 2016
Final Existing Conditions Analysis (w/o improvements)	January 2017
Alternatives Review Workshop	January 2017
Future Conditions Analysis (with improvements)	June 2017
Public Information Meeting	August 2017
Final Report	September 2017

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

The proposed action does not change the September 2015 agreement between the City and the Corps of Engineers.

Financial Consideration

The Section 205 Program allows for a 50/50 cost share during the Study and Planning Phase. The estimated cost of the Study and Planning Phase is \$664,000; thus the City Share is \$332,000, to be funded out of the Stormwater Capital Reserve.

The difference in cost between the \$325,000 already authorized for this project and the \$332,000 City share is \$7,000.

The Stormwater Capital Reserve Fund has adequate funding to cover the City's \$332,000 share of the \$664,000 Section 205 study.

See attached sheet showing the projected Stormwater Capital Reserve Fund balance.

Options

The City Commission has the following options:

1. Authorize \$40,000 to contract with USACE to conduct the required NEPA and cultural resources study and allocate an additional \$7,000 to achieve the \$332,000 (50%) local match and allow the COE to perform the NEPA Study
2. Direct Staff to another option;
3. Do nothing.

Recommendation

City staff recommends authorizing \$40,000 to contract with USACE to conduct the required NEPA and cultural resources study and allocate an additional \$7,000 to achieve the \$332,000 (50%) local match and allow the COE to perform the NEPA Study as presented.

Action Requested

Authorize \$40,000 to contract with USACE to conduct the required NEPA and cultural resources study and allocate an additional \$7,000 out of the Stormwater Capital Reserve

toward the City's share of the US Army Corp of Engineers Section 205 study of the Lincoln Draw Watershed.

Supporting Documentation

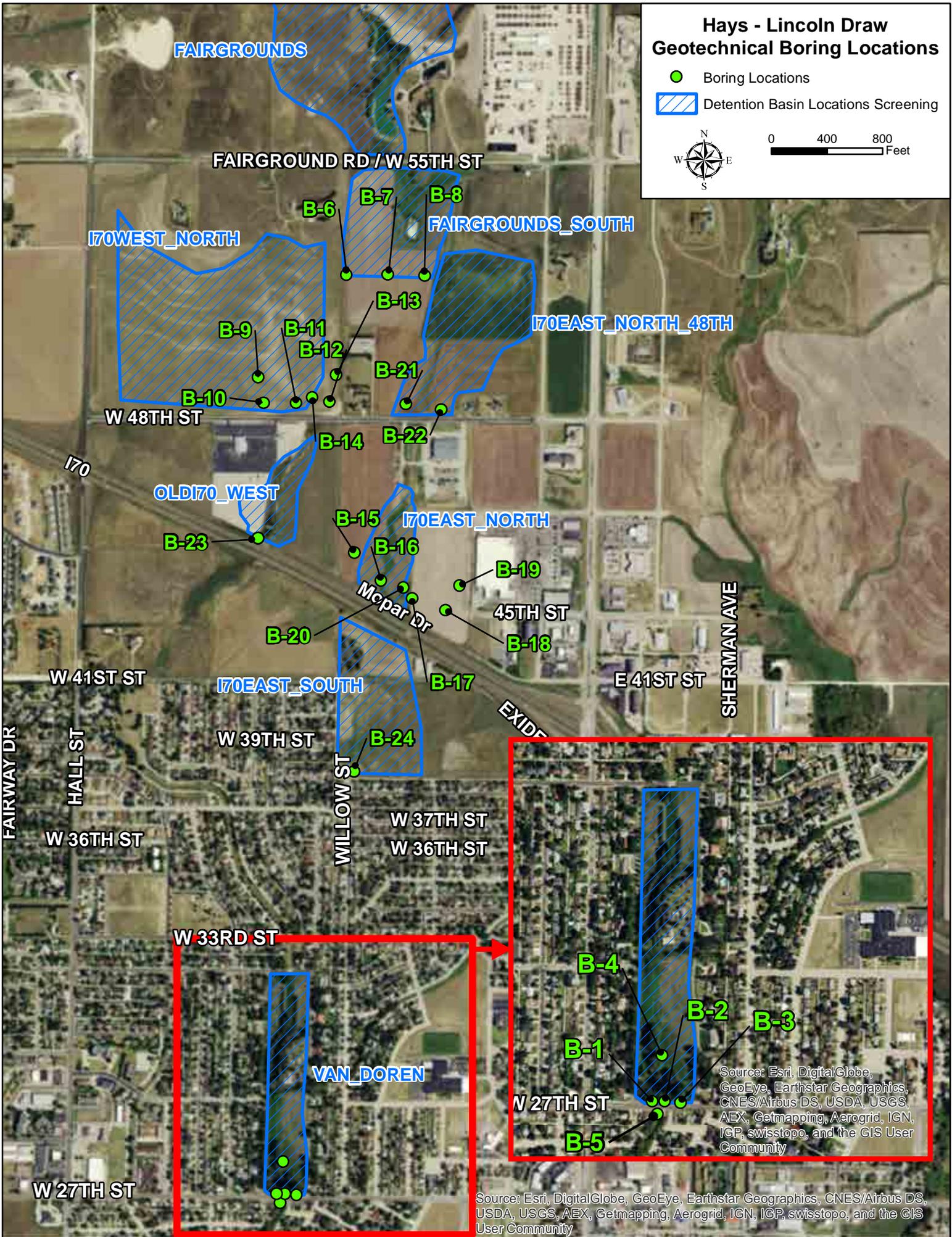
Drawing showing boring locations
Stormwater Capital Reserve Fund Balance Sheet
Agreement between the City and COE

Hays - Lincoln Draw Geotechnical Boring Locations

- Boring Locations
- Detention Basin Locations Screening



0 400 800 Feet



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

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

Lincoln Draw Stormwater Study
Corps of Engineers (Section 205 Program)

City Budget

2015 Budget CIP	\$75,000
2016 Budget CIP	\$250,000
2017 Budget CIP	\$0
(shows \$330,000 for Prior to 2017)	
TOTAL Budget	\$325,000

City Costs

Survey and Geotech	\$112,615
Cash to Corps per agreement	\$178,600
<u>NEPA Study</u>	<u>\$ 40,000</u>
Subtotal Costs	\$331,215
<u>Additional cash to get to 50%</u>	<u>\$ 785</u>
50% of \$664,000 Study Cost	\$332,000

Difference \$ 7,000

Projected Stormwater Reserve Fund Balances

RESERVES	2015	2016	2017	2018	2019	2020	2021	2022
Beginning Balance	\$ 929,000	\$ 262,826	\$ 513,242	\$ 271,602	\$ 85,557	\$ 51,827	\$ 120,339	\$ 91,014
Operational Transfer to Reserve	\$ 453,341	\$ 294,092	\$ 158,360	\$ 138,955	\$ 291,270	\$ 393,511	\$ 395,675	\$ 397,758
Unexpected Revenue**		\$ 222,324						
AVAILABLE RESERVES	\$ 1,382,341	\$ 779,242	\$ 671,602	\$ 410,557	\$ 376,827	\$ 445,339	\$ 516,014	\$ 488,772
PROJECT	2015	2016	2017	2018	2019	2020	2021	2022
Levee Repairs and Upgrades	\$ 560,515							
13th - Main to Milner	\$ 450,000							
Mitigation Bank/BMP Construction (27th)		\$ 50,000	\$ 175,000					
Lincoln Draw Section 205 Study	\$ 109,000	\$ 216,000						
Lincoln Draw Section 205 Construction*	\$ -			\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Structure Replacement			\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Stormwater Pipe Lining			\$ 150,000					
Stormwater Master Plan							\$ 100,000	
Lincoln Tunnel Planning and Engineering								\$ 100,000
PROJECT SUBTOTAL	\$ 1,119,515	\$ 266,000	\$ 400,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 425,000	\$ 425,000
CARRY OVER	\$ 262,826	\$ 513,242	\$ 271,602	\$ 85,557	\$ 51,827	\$ 120,339	\$ 91,014	\$ 63,772

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF HAYS, KANSAS
FOR THE
SECTION 205 LINCOLN DRAW, HAYS, KANSAS FEASIBILITY STUDY

THIS AGREEMENT is entered into this 2nd day of SEP, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Kansas City District and the City of Hays, Kansas (hereinafter the "Non-Federal Sponsor"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, the Government received a letter, dated August 23, 2011, from the City of Hays, Kansas in which it stated its desire to participate in a feasibility study for flood risk management at Hays, Ellis County, Kansas, and in which it acknowledged its financial responsibilities for the study and a project, if one is recommended;

WHEREAS, the Secretary of the Army is authorized by Section 205 of the Flood Control Act of 1948, Public Law 80-858, as amended (33 U.S.C. 701s; hereinafter "Section 205") to allot from certain appropriations an amount not to exceed \$55,000,000 per *fiscal year* for the implementation of small structural and nonstructural projects for flood control and related purposes; provided that no more than \$10,000,000 shall be allotted for a project at any single locality;

WHEREAS, the Government initiated a feasibility study, to be initially Federally funded up to \$100,000, and during this Federally funded portion the Government determined that the costs of the feasibility study would exceed \$100,000;

WHEREAS, the Government and the City of Hays, Kansas desire to enter into an agreement (hereinafter the "Agreement") to complete the feasibility study (hereinafter the "Study" as defined in Article I.A. of this Agreement) and to share equally the costs of the Study that exceed \$100,000;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the Study;

WHEREAS, the Non-Federal Sponsor desires to provide in-kind contributions (hereinafter the "*in-kind contributions*" as defined in Article I.I. of this Agreement) that are necessary to prepare the feasibility report and to receive credit for such contributions toward the amount of its required contribution for the Study;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Study* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful *Study*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I – DEFINITIONS

A. The term “*Study*” shall mean the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, when appropriate, recommends a coordinated and implementable solution for flood risk management along Lincoln Draw, which flows through residential and commercial areas and is prone to flash flooding at Hays, Ellis County, Kansas. The term includes *in-kind contributions* described in paragraph I. of this Article.

B. The term “*total study costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to performance of the *Study* plus the costs of the *Study* incurred by the Government prior to the effective date of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s costs of plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; the Government’s costs of preparation of the decision document for the *Study*; the costs of *in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the Government’s costs of Agency Technical Review and other review processes required by the Government; the Government’s costs of Independent External Peer Review, if required, except for the costs of any contract for an Independent External Peer Review panel; the Government’s costs of preparation of a floodplain management plan; the Government’s supervision and administration costs; the Non-Federal Sponsor’s and the Government’s costs of participation in the Study Coordination Team in accordance with Article III of this Agreement; the Government’s costs of contract dispute settlements or awards; and the Non-Federal Sponsor’s and the Government’s costs of audit in accordance with Article VI.B. and Article VI.C. of this Agreement. The term does not include the first \$100,000 incurred by the Government for the *Study*; any costs of dispute resolution under Article V of this Agreement; any costs incurred as part of reconnaissance studies or feasibility studies under any other agreement or program; any costs of a contract for an Independent External Peer Review panel; the Non-Federal Sponsor’s costs of negotiating this Agreement; or any costs of negotiating a project partnership agreement for design and construction of a project or separable element thereof.

C. The term “*period of study*” shall mean the time from the effective date of this Agreement to the date that the decision document for the study is duly approved by the Government or the date that this Agreement is terminated in accordance with Article IX of this Agreement.

D. The term “*financial obligations for the study*” shall mean the financial obligations of the Government and the costs for *in-kind contributions*, as determined by the Government, that result or would result in costs that are or would be included in *total study costs*.

E. The term “*non-Federal proportionate share*” shall mean the ratio of the sum of the costs included in *total study costs* for *in-kind contributions*, as determined by the Government, and the Non-Federal Sponsor’s contribution of funds required by Article II.B.1.b. of this Agreement to *financial obligations for the study*, as projected by the Government.

F. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

G. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

H. The term “*PMP*” shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Non-Federal Sponsor, that specifies the scope, cost, and schedule for *Study* activities and guides the performance of the *Study* through the *period of study*.

I. The term “*in-kind contributions*” shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Non-Federal Sponsor after the effective date of this Agreement in accordance with the *PMP* and that are necessary for performance of the *Study*.

J. The term “*Section 205 Annual Program Limit*” shall mean the statutory limitation on the Government’s annual allotment for planning, design, and construction of all projects implemented pursuant to Section 205 of the Flood Control Act of 1948, Public Law 80-858, as amended (33 U.S.C. 701s). As of the effective date of this Agreement, such limitation is \$55,000,000.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall conduct the *Study*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform or provide the *in-kind contributions* in accordance with

applicable Federal laws, regulations, and policies.

1. To the extent possible, the Government and the Non-Federal Sponsor shall conduct the *Study* in accordance with the *PMP*.

2. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all products that are developed by contract or by Government personnel during the *period of study*. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the final approval of all *Study* products shall be exclusively within the control of the Government.

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Study*, except for *in-kind contributions*, shall be exclusively within the control of the Government.

4. At the time the U.S. Army Engineer, Kansas City District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Study*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *in-kind contributions*, including relevant scopes of work, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on *in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for *in-kind contributions*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 50 percent of *total study costs* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsor's contributions listed in the next sentence will be less than the Non-Federal Sponsor's required share of 50 percent of *total study costs*, the Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share without considering the credit the Government projects will be afforded for *in-kind contributions* pursuant to paragraph B.4. of this Article. The Government shall determine the amount of funds that would be necessary by subtracting from the Non-Federal Sponsor's required share of 50 percent of *total study costs* the collective value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

b. The Non-Federal Sponsor shall provide funds in the amount determined by this paragraph in accordance with Article IV.B. of this Agreement. To determine the contribution of funds the Non-Federal Sponsor shall provide, the Government shall reduce the amount determined in accordance with paragraph B.1.a. of this Article by the amount of credit the Government projects will be afforded for *in-kind contributions* pursuant to paragraph B.4. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph B.5. of this Article and the *Section 205 Annual Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 50 percent of *total study costs* if the Government determines at any time that the collective value of the following has exceeded 50 percent of *total study costs*: (a) the Non-Federal Sponsor's contribution of funds required by paragraph B.1.b. of this Article; (b) the amount of credit to be afforded for *in-kind contributions* pursuant to paragraph B.4. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

3. The Government shall determine and include in *total study costs* any costs incurred by the Non-Federal Sponsor for *in-kind contributions*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total study costs* for *in-kind contributions*.

a. Acceptance by the Government of *in-kind contributions* shall be subject to a review by the Government to verify that all economic, engineering, real estate, and

environmental analyses or other items performed or provided as *in-kind contributions* are accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies, and to verify that all analyses, services, materials, supplies, and other in-kind services provided as *in-kind contributions* are necessary for the *Study*.

b. The Non-Federal Sponsor's costs for *in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement shall be subject to an audit in accordance with Article VI.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

c. The Non-Federal Sponsor's costs for *in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *in-kind contributions* are provided and the time the costs are included in *total study costs*.

d. The Government shall not include in *total study costs* any costs for *in-kind contributions* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Study*.

e. The Government shall not include in *total study costs* any costs for *in-kind contributions* in excess of the Government's estimate of the costs of the *in-kind contributions* if the services, materials, supplies, and other in-kind services had been provided by the Government. In addition, the Government shall not include in *total study costs* any costs for *in-kind contributions* that were obtained at no cost to the Non-Federal Sponsor.

4. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph B.1.a. of this Article for the costs of *in-kind contributions* determined in accordance with paragraph B.3. of this Article. However, the maximum amount of credit that can be afforded for *in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the amount of funds determined in accordance with paragraph B.1.a. of this Article; the costs of *in-kind contributions* determined in accordance with paragraph B.3. of this Article; or 50 percent of *total study costs*.

5. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *in-kind contributions* determined in accordance with paragraph B.3. of this Article and included in *total study costs* that exceed the amount of credit afforded for *in-kind contributions* determined in accordance with paragraph B.4. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *in-kind contributions* included in *total study costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Study* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the

Government will make available to the *Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total study costs* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

2. If the Government determines that the total amount of Federal funds provided by Congress for all studies and projects implemented pursuant to Section 205 has reached the *Section 205 Annual Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Study* within the *Section 205 Annual Program Limit* will not be sufficient to meet the Federal share of *total study costs*, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study* within the *Section 205 Annual Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

D. Upon conclusion of the *period of study*, the Government shall conduct an accounting, in accordance with Article IV.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

E. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Study* under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Study*.

F. This Agreement shall not be construed as obligating either party to implement a project. Whether the Government proceeds with implementation of the project depends upon, among other things, the outcome of the *Study* and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration.

ARTICLE III - STUDY COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Study Coordination Team. Thereafter, the Study Coordination Team shall meet regularly until the end of the *period of study*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Study Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Study Coordination Team informed of the progress of the *Study* and of significant pending issues and actions, and shall seek the views of the Study Coordination Team on matters that the Study Coordination Team generally oversees.

C. Until the end of the *period of study*, the Study Coordination Team shall generally oversee the *Study*, including matters related to: plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; scheduling of reports and work products; independent technical review and other review processes required by the Government; completion of all necessary environmental coordination and documentation; contract awards and modifications; contract costs; the Government's cost projections; the performance of, scheduling, and determining the value of *in-kind contributions*; determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and other matters related to the *Study*. This oversight of the *Study* shall be consistent with the *PMP*.

D. The Study Coordination Team may make recommendations to the District Engineer on matters related to the *Study* that the Study Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Study Coordination Team. The Government, having the legal authority and responsibility for performance of the *Study* has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations.

E. The Non-Federal Sponsor's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article VI.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE IV - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, the contributions provided by the parties, the costs included in *total study costs* for *in-kind contributions* determined in accordance with Article II.B.3. of this Agreement, and the credit to be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement.

1. As of the effective date of this Agreement, *total study costs* are projected to be \$664,000; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement is projected to be \$0; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement is projected to be \$332,000; the costs included in *total study costs* for *in-kind contributions* determined in accordance with Article

II.B.3 of this Agreement are projected to be \$153,400; the credit to be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement is projected to be \$153,400; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement is projected to be \$178,600; and the *non-Federal proportionate share* is projected to be fifty (50) percent. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By 1 January 2016 and by each quarterly anniversary thereof until the conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total study costs*; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement; the costs included in *total study costs* for *in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the credit to be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement; the total contribution of funds required from the Non-Federal Sponsor for the upcoming contract and upcoming *fiscal year*; and the *non-Federal proportionate share*.

B. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.B.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 7 calendar days after the effective date of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor to meet: (a) the *non-Federal proportionate share of financial obligations for the study* incurred prior to the commencement of the *period of study*; (b) the projected *non-Federal proportionate share of financial obligations for the study* to be incurred for such contract; and (c) the projected *non-Federal proportionate share of financial obligations for the study* using the Government's own forces through the first *fiscal year*. Within 30 calendar days of receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, KANSAS CITY & G5" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the work on the *Study* is complete, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor, and the Non-Federal Sponsor shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for work on the *Study*, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share of financial obligations for the study* to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of each *fiscal year* in which the Government projects that it will make *financial obligations for the study* using the Government's own forces, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share of financial obligations for the study* using the Government's own forces for that *fiscal year*. No later than 30 calendar days prior to the beginning of that *fiscal year*, the Non-Federal Sponsor shall make the full amount of such required funds for that *fiscal year* available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, when considered with any credit the Government projects will be afforded for *in-kind contributions* pursuant to Article II.B.4. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for the study* incurred prior to the commencement of the *period of study*; and (b) the *non-Federal proportionate share of financial obligations for the study* as *financial obligations for the study* are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations for the current contract or to cover the Non-Federal Sponsor's share of such financial obligations for work performed using the Government's own forces in the current *fiscal year*, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total study costs*, each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required share of *total study costs* exceeds the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, KANSAS CITY & G5" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total study costs* exceed the Non-Federal Sponsor's total required share thereof, the Government, subject to the availability of funds and as limited by Article II.B.5. of this Agreement and the *Section 205 Annual Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other

evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Study* shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

ARTICLE VIII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE IX - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *period of study*, upon 30 calendar days written notice to the other party, either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

B. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless the Assistant Secretary of the Army (Civil Works) determines that continuation of performance of the *Study* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Study*.

C. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Study* and conduct an accounting in accordance with Article IV.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Study* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications. Upon termination of this Agreement, all data and information generated as part of the *Study* shall be made available to the parties to the Agreement.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
City of Hays
ATTN: City Manager
1507 Main Street
Hays, KS 67601

If to the Government:
USACE Kansas City
ATTN: CENWK-PM-PF/Room 529
Richard Bolling Federal Building
601 E. 12th Street
Kansas City, MO 64106

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY: 
ANDREW D. SEXTON
Colonel, EN
District Engineer

DATE: 2 SEP 2015

CITY OF HAYS, KANSAS

BY: 
TOBY DOUGHERTY
City Manager

DATE: 8-27-15

CERTIFICATE OF AUTHORITY

I, John T. Bird do hereby certify that I am the principal legal officer of the City of Hays, Kansas, that the City of Hays, Kansas is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Hays, Kansas in connection with the feasibility study for the Section 205 Lincoln Draw, Hays, Kansas Feasibility Study , and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Hays, Kansas have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

27th day of August 2015.



John T. Bird
City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



TOBY DOUGHERTY
City Manager

DATE: 8-27-15

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: October 20, 2016

Subject: Airport Taxiway I – Design Contract

Person(s) Responsible: Greg Sund, Director of Public Works

Summary

The Airport Capital Improvement Plan in the 2017 Budget included a project to reconstruct Taxiway I at the Hays Regional Airport in 2019. Near the end of Federal Fiscal Year 2016, the FAA offered the City the opportunity to accelerate this project for funding and construction in 2017. The FAA will reimburse the City for 90% of the costs associated with the project. In order to complete construction in 2017, it is necessary to begin engineering design at this time. The City's airport engineer, Burns and McDonnell prepared a Work Authorization in the amount of \$77,030 for the City Commission's consideration. If approved, the city share of this project will be funded out of the Airport Improvement Fund, which at the end of August 2016 had a cash balance of about \$209,539 and accounts receivable of \$108,774.

Background

Taxiway I at the Hays Regional Airport is the eastern most taxiway running north and south in the hangar area connecting adjacent taxiways E thru H. **See location Map.** It is the last of the old asphalt taxiways. All the other taxiways on the airport have either been built new or reconstructed to concrete. Taxiway I has severe drainage problems with a weak subgrade. The asphalt is failing and requires continual maintenance to prevent pot holing and FOD (foreign object debris) development from deteriorating asphalt.

A project to reconstruct taxiway I has been on the Airport Capital Improvement Plan (ACIP) for several years. In the 2017 budget, the taxiway is scheduled for replacement in 2019. The FAA recently contacted City Staff offering the opportunity to accelerate the project for reconstruction in 2017.

One requirement of the FAA is the use of an approved engineer for plan and application development. Burns and McDonnell Engineers (BMcD) is the City's Airport Engineering Consultant under a Master Service Agreement approved by the City Commission and dated March 10, 2011. Amendment No. 1 to that agreement was dated October 25, 2012, and Amendment No. 2 was dated November 13, 2014.

Discussion

BMcD has submitted a Work Authorization for professional engineering services for the design of the reconstruction of taxiway I. **See Attached Work Authorization #11**

The fixed lump sum cost for design services is \$77,030.

Per FAA requirements, staff completed a fee evaluation based on:

- a review by a knowledgeable person,
- comparison with sponsor prepared fee estimate,
- and comparison with previous contracts of similar nature.

Following the fee evaluation and negotiation with BMcD, staff considers the fee commensurate with the services to be provided. **See Attached Fee Evaluation**

The proposed time schedule for this project is as follows:

Engineering Design Agreement to FAA	October 2016
Final Plans and Specification	March 2017
Open Bids	April 2017
Submit Grant Application to FAA	May 2017
Construction	Summer 2017

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The funding for this project would be shared between the FAA and the City under a 90/10 basis for all eligible portions of the project through the Airport Improvement Program (AIP). At this point, all work is anticipated to be eligible; therefore, FAA would reimburse the City 90% of the project cost.

Estimated Project Costs follow:

	City Share	FAA Share	Total Cost
Design Engineering	\$ 7,703	\$ 69,327	\$ 77,030
Construction	\$52,201	\$469,809	\$522,010
Total	\$59,904	\$539,136	\$599,040

The City Share of this project will be funded out of the Airport Improvement Fund. Adequate funds are available to cover the local cost. At the end of August 2016, the Airport Improvement Fund had a cash balance of about \$209,539 and accounts receivable of \$108,774.

The Airport Capital Improvement Plan (ACIP) in the 2017 budget includes local funds of \$56,000 from Airport Improvement Fund in 2019 for this project. Because of the opportunity to move this project up to 2017, BMcD completed an updated cost estimate. The updated cost estimate is for a total project cost of \$599,040, which will result in a City share of \$59,904. The City's 10% share (\$7,703) of the proposed design phase cost of **\$77,030** would come out of that \$59,904.

See attached project cost estimate and Airport Improvement Fund projected balance sheet.

Options

The City Commission has the following options:

1. Approve Work Authorization No. 11 from Burns & McDonnell for engineering services;
2. Direct Staff to another option;
3. Do nothing.

Recommendation

City staff recommends authorizing the City Manager to sign Work Authorization No. 11 from Burns & McDonnell for engineering services as presented.

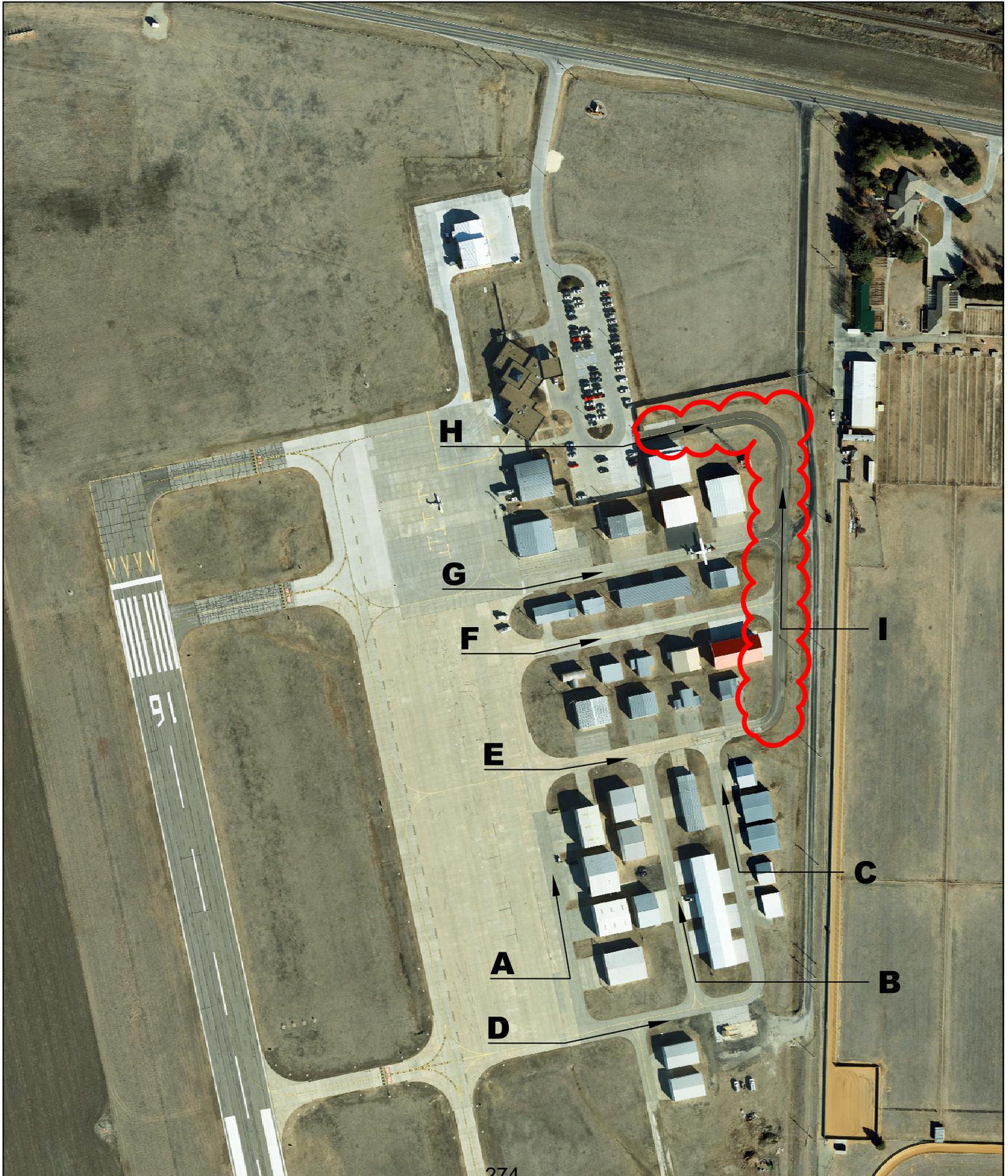
Action Requested

Authorize the City Manager to execute Work Authorization No. 11 with Burns and McDonnell, contingent on FAA approval, in the amount of \$77,030 with the City share to be funded out of the Airport Improvement Fund.

Supporting Documentation

Location Map
ACIP Data Sheet
Airport Improvement Fund Projected Balance
Fee Evaluation
Work Authorization No. 11

Hays Regional Airport Taxiway I - Reconstruction



ACIP DATA SHEET

AIRPORT	Hays Regional Airport	LOCID	HYS	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Reconstruct Taxiway I			Identify FFY that you desire to construct (FFY: Oct 1 – Sept 30)	2017

SKETCH:



JUSTIFICATION:

Taxiway I is the eastern-most taxiway located south of the terminal. The pavement has exceeded its serviceable life and needs to be removed and replaced. The pavement is constantly cleaned because of the FOD situation. The PCI value based on the pavement management study conducted in 2012 was rated at 15. Pavement reconstruction will include the removal of existing pavement and replacement with a new concrete or asphalt pavement system to adequately serve aircraft and the occasional fueling vehicle.

COST ESTIMATE: (Attach detailed cost estimate)										
Federal	(90%)	\$ 539,136.	State	()%	\$ 0.00	Local	(10%)	\$ 59,904.	Total	\$ 599,040.

SPONSOR'S VERIFICATION:	Date	(See instruction sheet)
For each and every project as applicable	06-14-10	Date of approved ALP with project shown.
		Date of environmental determination (ROD, FONSI, CE) or cite CE paragraph # (307-312) in Order 1050.1E
		Date of land acquisition or signed purchase agreement
FAA USE ONLY		Date of pavement maintenance program
FAA Verification: (initial/date)		Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
		Apron sizing worksheet (for apron projects)
		Revenue producing facilities (for fuel farms, hangars, etc.)
		Date statement submitted for completed airside development
		Date statement submitted for runway approaches are clear of obstructions

SPONSOR' SIGNATURE: Date: 10-5-2016

PRINTED NAME: Greg Sund Title: Director of Public Works

PHONE NUMBER: 785-628-7350

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

ENGINEERS ESTIMATED COST OF CONSTRUCTION

Hays Regional Airport

Hays, Kansas

TAXILANE I REHABILITATION

NEW CONSTRUCTION

PROJECT NO.: AIP 3-20-0028-XX

Burns & McDonnell No.

September 20, 2016

ITEM NO.	FAA ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	TOTAL PROJECT COST		AIP ELIGIBLE COST	TOTAL SPONSOR COST
					UNIT COST	TOTAL	TOTAL	
1		MOBILIZATION	LS	1.00	\$40,350.00	\$40,350.00	\$36,315.00	\$4,035.00
2		TRAFFIC CONTROL	LS	1.00	\$8,000.00	\$8,000.00	\$7,200.00	\$800.00
3		PAVEMENT REMOVAL	SY	2,700.00	\$8.00	\$21,600.00	\$19,440.00	\$2,160.00
4		FLYASH	TON	1,050.00	\$75.00	\$78,750.00	\$70,875.00	\$7,875.00
5		FLYASH TREATED SUBGRADE (12")	SY	2,700.00	\$15.00	\$40,500.00	\$36,450.00	\$4,050.00
6		AGGREGATE BASE COURSE (4-INCHES)	SY	2,600.00	\$15.00	\$39,000.00	\$35,100.00	\$3,900.00
7		PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	2,500.00	\$57.00	\$142,500.00	\$128,250.00	\$14,250.00
8		JOINT SEALING FILLER	LF	2,650.00	\$2.00	\$5,300.00	\$4,770.00	\$530.00
9		TAXIWAY PAINTING	SF	1,000.00	\$3.00	\$3,000.00	\$2,700.00	\$300.00
10		VERTICAL EDGE DRAIN (12")	LF	1,600.00	\$35.00	\$56,000.00	\$50,400.00	\$5,600.00
11		4-INCH PVC OUTLET PIPE (DRAINAGE LATERALS)	LF	200.00	\$35.00	\$7,000.00	\$6,300.00	\$700.00
12		SEEDING	AC	5.00	\$2,500.00	\$12,500.00	\$11,250.00	\$1,250.00
13		MULCHING	AC	5.00	\$1,300.00	\$6,500.00	\$5,850.00	\$650.00
14		UNSUITABLE MATERIAL	CY	200.00	\$35.00	\$7,000.00	\$6,300.00	\$700.00
		TOTAL ESTIMATED CONSTRUCTION COST OF BASE BID				\$468,000.00	\$421,200.00	\$46,800.00
		ESTIMATED DESIGN, CONSTRUCTION SERVICES & ADMINISTRATION COST				\$131,040.00	\$117,936.00	\$13,104.00
		TOTAL COST				\$599,040.00	\$539,136.00	\$59,904.00
		Anticipated Date to be Performed		2017				

AIRPORT

RESERVES	2015	2016	2017	2018	2019	2020	2021
Beginning Balance	\$ 69,126	\$ 137,673	\$ 255,082	\$ 154,534	\$ 240,708	\$ 321,832	\$ 345,178
Operational Transfer to Reserve	\$ 128,790	\$ 94,608	\$ 114,356	\$ 41,174	\$ 36,124	\$ 30,846	\$ 25,330
Revenue PFC	\$ 27,000	\$ 36,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
AVAILABLE RESERVES	\$ 224,916	\$ 268,281	\$ 414,438	\$ 240,708	\$ 321,832	\$ 397,678	\$ 415,508

*Projects may move based on FAA prioritization.
 -PFC can be carried over for 2 years but only eligible for PFC approved projects. Operating Transfer would offset monies PFC could not cover.

\$ 449,447	PFC Eligible Projects
\$ 74,908	Average PFC Eligible Project Cost per yr

PROJECT	2015	2016	2017	2018	2019	2020	2021
RNWX 4-22 Rehab	\$ 87,243						
Fuel System		\$ 13,199					
Snow Removal Equipment		\$ 17,336					
Wildlife Fence			\$ 200,000				
Reconstruct Taxiway I			\$ 59,904				
Replace Loader				\$ 25,000			
Apron Drainage Improvements						\$ 52,500	
Parking Lot Improvements							\$ 13,300
Reconstruct Taxiway M (Design only)							\$ 36,500
PROJECT SUBTOTAL	\$ 87,243	\$ 13,199	\$ 259,904	\$ -	\$ -	\$ 52,500	\$ 49,800
CARRY OVER	\$ 137,673	\$ 255,082	\$ 154,534	\$ 240,708	\$ 321,832	\$ 345,178	\$ 365,708

CITY SHARE	CITY SOURCE	OUTSIDE SHARE	OUTSIDE SOURCE	GRAND TOTAL
\$ 87,243	PFC/Airport Imp	\$ 785,186	FAA 90%	\$ 872,429
\$ 13,199	Airport Imp	\$ -	FAA 0%	\$ 13,199
\$ 17,336	New Equip Reserve	\$ 156,024	FAA 90%	\$ 173,360
\$ 200,000	PFC/Airport Imp	\$ 1,800,000	FAA 90%	\$ 2,000,000
\$ 59,904	PFC/Airport Imp	\$ 539,136	FAA 90%	\$ 599,040
\$ 25,000	New Equip Reserve	\$ 225,000	FAA 90%	\$ 250,000
\$ 52,500	PFC/Airport Imp	\$ 472,500	FAA 90%	\$ 525,000
\$ 13,300	PFC/Airport Imp	\$ 119,700	FAA 90%	\$ 133,000
\$ 36,500	PFC/Airport Imp	\$ 328,500	FAA 90%	\$ 365,000
\$ 504,982		\$ 4,426,046		\$ 4,931,028

Johnbraun:
 Per 1/15/16 e-mail from Kim Rupp.

John Braun:
 Fund out of New Equipment Reserve. Not included in totals. JRB

John Braun:
 Funded out of New Equipment Reserve. Not included in totals. JRB

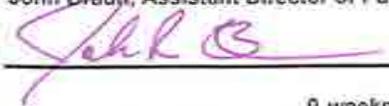
PRIORITY AIRPORT QUEUE	CITY SHARE	TOTAL
Apron Expansion (2023)	\$ 81,704	\$ 817,042
Master Plan Update	\$ 20,000	\$ 200,000
Land Acquisition	\$ 50,000	\$ 500,000
Reconstruct Taxiway M (2022)	\$ 402,632	\$ 4,026,316
TOTAL	\$ 554,336	\$ 5,543,358

Updated October 5, 2016 JRB

Detailed Fee/Cost Analysis
(variation of AC 150/5100-14E - Appendix E)

Airport: KHYS - Hays Regional Airport
 Project: AIP Project # 3-20-0028-35 Reconstruct Taxiway I
 Date: October 3, 2016
 Estimated Construction Costs (ECC): \$600,000
 Estimated Construction Duration: 0 calendar days

Prepared By: John Braun, Assistant Director of Public Works

Signature: 

0 weeks

Item	Sponsor's Independent Estimate			Consultant Fee Proposal			Negotiation	
	Hourly Rate	Estimated Hours	Cost	Hourly Rate	Estimated Hours	Cost	Difference	Objective
Principal	\$ 65.00	4	\$ 260.00	\$ 65.00	6.00	\$ 390.00	\$ 130.00	
Project Manager	\$ 42.00	40	\$ 1,680.00	\$ 42.00	33.00	\$ 1,386.00	\$ (294.00)	
Senior Civil	\$ 48.00	20	\$ 960.00	\$ 48.00	8.00	\$ 384.00	\$ (576.00)	
Civil Engineer	\$ 36.00	160	\$ 5,760.00	\$ 36.00	222.00	\$ 7,992.00	\$ 2,232.00	
Assist Civil Engineer	\$ 28.00	80	\$ 2,240.00	\$ 28.00	56.00	\$ 1,568.00	\$ (672.00)	
Environmental Specialist	\$ 50.00	0	\$ -	\$ 50.00	-	\$ -	\$ -	
Senior Electrical Engineer	\$ 52.00	0	\$ -	\$ 52.00	-	\$ -	\$ -	
Electrical Engineer	\$ 40.00	0	\$ -	\$ 40.00	-	\$ -	\$ -	
Senior Tech	\$ 30.00	80	\$ 2,400.00	\$ 30.00	71.00	\$ 2,130.00	\$ (270.00)	
CADD Tech	\$ 26.00	120	\$ 3,120.00	\$ 26.00	99.00	\$ 2,574.00	\$ (546.00)	
Geotechnical Specialist	\$ 50.00	8	\$ 400.00	\$ 50.00	4.00	\$ 200.00	\$ (200.00)	
Clerical	\$ 21.00	16	\$ 336.00	\$ 21.00	11.00	\$ 231.00	\$ (105.00)	
Subtotal Hours/Wages		528	\$ 17,156.00		510.00	\$ 16,855.00	\$ (301.00)	
Overhead	200.00%		\$ 34,312.00	213.80%		\$ 36,035.99	\$ 1,723.99	
Subtotal Wages and Overhead			\$ 51,468.00			\$ 52,890.99	\$ 1,422.99	
Profit	10.00%		\$ 5,146.80	10.00%		\$ 5,289.10	\$ 142.30	
Travel	3 trips at \$250 each		\$ 750.00	915 mi @ \$.54		\$ 494.10		
Lodging	6 days at \$110 each		\$ 660.00			\$ -		
Per Diem	6 days at \$46 based on GSA		\$ 276.00	6 days @ \$35		\$ 210.00		
Materials/Supplies (Printing)			\$ 2,000.00			\$ 1,921.31		
Geotechnical			\$ 10,000.00			\$ 13,324.50		
Survey			\$ 5,000.00			\$ 2,900.00		
Total Fee			\$ 75,300.80			\$ 77,030.00	\$ 1,729.20	102.3%
As percent of ECC			12.55%			12.84%		
Subconsultant Services							Revised Proposal based on negotiation	
TOTAL			\$ 75,300.80			\$ 77,030.00		0.00%

**AUTHORIZATION NO. 11
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE
RECONSTRUCT TAXILANE I DESIGN PROJECT
AT HAYS REGIONAL AIRPORT
AIP Project No. 3-20-0028-35**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated March 10, 2011 and amended on October 25, 2012 and November 13, 2014, by and between THE CITY OF HAYS (SPONSOR) and BURNS & McDONNELL (CONSULTANT), the following Airport Improvement Project (“AIP”) authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Reconstruct Taxilane I
2. **Description of Improvements:** Provide professional engineering services for the design of the reconstruction of Taxilane I at the Hays Regional Airport.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following scope of engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Preliminary Design Phase:** This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The elements of work for this task include:
 - a. Perform onsite visual observations to determine the extent of the taxilane to be reconstructed. Attendees for the CONSULTANT include the Project Engineer.
 - b. Review existing data and prepare updates to Airport Capital Improvement Plan (ACIP).
 - c. Prepare Scope of Work (SOW) for Property Line, Utility, and Topographical Surveying Services.
 - d. Prepare SOW for boring locations and Geotechnical Services.
 - e. Prepare Engineering Scope of Services and Fee Estimate.
 - f. Develop a preliminary cost estimate and submit to the SPONSOR for budgeting purposes.
 - g. Develop a preliminary schedule for construction and submit to the SPONSOR for review.
 - h. Prepare preliminary site plans for development of construction safety plan and coordination with the FAA.
 - i. Prepare a preliminary design report per FAA AIP Guide 920.
 - j. Perform an internal Quality Review by the CONSULTANT’S independent staff.
 - k. Submit for Review, the preliminary engineering report to the SPONSOR and FAA.

1. The CONSULTANT will attend and conduct a preliminary design meeting. The meeting will be held at the FAA office in Kansas City, Missouri.
2. **Design Phase:** This phase will include the activities required to develop the project design documents showing the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in this phase are:
 - a. Prepare construction Bid Documents. The drawing list may include the following:
 - i. Cover Sheet
 - ii. Index, Legend, and Abbreviations
 - iii. Summary of Quantities
 - iv. Access and Safety Plan with Notes
 - v. Overall Phasing Plan
 - vi. Survey Plan & Existing Conditions
 - vii. Demolition Plan
 - viii. Overall Site Plan
 - ix. Plan & Profile Sheets
 - x. Cross Section Sheets for Taxilane I
 - xi. Grading and Drainage Plans with Details
 - xii. Erosion Control Plans with Details
 - xiii. Pavement Marking Plans with Details
 - xiv. Miscellaneous Details
 - b. Prepare KDHE Land Disturbance Permit.
 - c. Prepare project technical specifications.
 - d. Prepare Standard FAA and SPONSOR front-end documents outlining bid procedures and process.
 - e. Revise the preliminary cost estimate for the final engineer's estimate of probable cost.
 - f. Revise the preliminary construction schedule.
 - g. Prepare the final design report following FAA AIP Guide 920.
 - h. Prepare and submit the final Construction Safety and Phasing Plan (CSPP).
 - i. Perform an internal Quality Review by the designer of the project.
 - j. Perform an internal Quality Review by the CONSULTANT'S internal review team.
 - k. Perform an internal Constructability Review by Senior Level review team.
 - l. Revise drawings and specifications per internal Quality Review comments.
 - m. Submit an electronic copy of the drawings and project manual to the FAA and two hard copies of the drawings and project manual to the SPONSOR for 100% review.
 - n. Meet with SPONSOR via teleconference for an interim review of the project status.
 - o. Revise contract documents per final review comments.
 - p. Submit Final contract documents to SPONSOR for bidding.
 - q. Provide an electronic copy of the project manual and construction drawings to SPONSOR for the purpose of filing and use for distribution to contractors.

- r. Prepare a Documented Categorical Exclusion (CATEX) using the checklist provided by the FAA for taxilane reconstruction.
 - i. Prepare a Documented CATEX – Complete the documentation required in the FAA’s *Documented CATEX Form*, October 1, 2014.
 - ii. Airport Submittal and Review – Submit the Documented CATEX checklist to the SPONSOR for review and comment.
 - iii. FAA Submittal – After addressing the SPONSOR’S comments, submit the Documented CATEX checklist to FAA for review and approval.
 - iv. CATEX Assumptions - In preparing this scope of work, the following assumptions have made as follows:
 - 1. No wild and scenic waterways or sole source aquifers are affected by this project.
 - 2. No wetlands of waterways are anticipated to be requested for delineation by the United States Army Corps of Engineers (USACE). The CONSULTANT shall provide the USACE with a map and drawing showing the proposed taxilane reconstruction, and calculate the length or area of the stream or wetland affected, respectively.
 - 3. No cultural resources (archaeological, cultural, historical, or architectural) are located within and/or adjacent to the project footprint. If such resources are identified by resource agencies and the project may have an effect on them, a supplemental scope of work and fee estimate will need to be prepared to conduct the appropriate level of documentation and to obtain approval of the impact.
 - 4. No state or federally-listed threatened or endangered species and/or designated critical habitat will be affected by the project.
 - 5. If the project crosses into a designated Federal Emergency Management Agency (FEMA) floodplain, the CONSULTANT shall describe the anticipated impacts of the project to the governing agency and local floodplain coordinator with a current FEMA map, project drawing, and letter from the Project Engineer. If coordination to construct the project in a floodplain requires more than the assumed deliverables, a supplemental scope of work and fee estimate will need to be prepared to conduct the appropriate level of documentation and permitting.
 - 6. No hazardous waste sites will be affected by the project.
 - 7. No meetings with outside agencies or the public are included in this scope of work.

3. Bidding & Construction Award Phase: This phase will include basic services to assist the SPONSOR with bidding of the contract documents and reviewing and award of the bid, including the following activities:

- a. Assist SPONSOR with advertising of the project.
- b. Attend and conduct a prebid meeting with the SPONSOR. Attendees for the CONSULTANT will include one representative.
- c. Prepare any addenda for the project.
- d. Respond to questions during the bidding phase.

- e. CONSULTANT shall tabulate bids, analyze and provide recommendations to the SPONSOR.
- f. CONSULTANT will not attend the bid opening.
- g. Assist SPONSOR with preparing contract documents.
- h. Assist SPONSOR with preparing grant application documents.

4. Construction Phase Services: This work will be determined upon completion of the project design. Construction Phase Services are not provided in this Scope of Work.

C. METHOD OF COMPENSATION:

- 1. Compensation of the Scope of Work for items shall be made by Method A- Fixed Lump Sum Payment according to SECTION 6- COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

D. AMOUNT OF COMPENSATION:

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1-3 of this Authorization No. 11, per the terms and conditions set forth in the Agreement, for a Lump Sum Amount of Seventy-Seven Thousand Thirty Dollars (**\$77,030.00**).

E. ESTIMATED TIME OF COMPLETION:

- 1. The estimated time to complete the Scope of Services B.1-2 of this Authorization No. 11 is estimated at One Hundred Thirty (130) calendar days from the Notice to Proceed.

F. ENGINEERS' NOTICE TO PROCEED DATE:

1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is _____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in three (3) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

CITY OF HAYS, KANSAS

BURNS & McDONNELL
ENGINEERING COMPANY, INC.

By _____
Toby Dougherty
City Manager


By _____
David G. Hadel, P.E.
Manager, Aviation Services

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 11 FOR PROFESSIONAL ENGINEERING SERVICES

**DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
TAXILANE I RECONSTRUCTION
HAYS REGIONAL AIRPORT
DESIGN SERVICES FOR THE TAXILANE I RECONSTRUCTION
BASIC AND SPECIAL SERVICES
October 4, 2016**

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Office-Field	Contract
Principal	6.00	\$65.00	\$390.00	\$0.00	\$0.00
Project Manager	33.00	\$42.00	\$1,386.00	\$0.00	\$0.00
Sr. Civil Eng.	8.00	\$48.00	\$384.00	\$0.00	\$0.00
Staff Civil Eng.	222.00	\$36.00	\$7,992.00	\$0.00	\$0.00
Assist. Civil Eng.	56.00	\$28.00	\$1,568.00	\$0.00	\$0.00
Environmental Specialist	0.00	\$50.00	\$0.00	\$0.00	\$0.00
Sr. Electrical Eng.	0.00	\$52.00	\$0.00	\$0.00	\$0.00
Staff Electrical Eng.	0.00	\$40.00	\$0.00	\$0.00	\$0.00
Sr. Tech.	71.00	\$30.00	\$2,130.00	\$0.00	\$0.00
Staff Tech.	99.00	\$26.00	\$2,574.00	\$0.00	\$0.00
Geotechnical Engineer	4.00	\$50.00	\$200.00	\$0.00	\$0.00
Clerical	11.00	\$21.00	\$231.00	\$0.00	\$0.00
	510.00				
Total Direct Salary Costs			\$16,855.00	\$0.00	\$0.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @	213.80%	Office	\$36,035.99		
Percentage of Direct Salary Costs @	213.80%	Office-Field		\$0.00	
Percentage of Direct Salary Costs @	99.03%	Contract			\$0.00

3 SUBTOTAL:

Items 1 and 2			\$52,890.99	\$0.00	\$0.00
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4 PROFIT:

10.00%	% of Item 3 Subtotal		\$5,289.10	\$0.00	\$0.00
		Subtotal	\$58,180.09	\$0.00	\$0.00

5 OUT-OF-POCKET EXPENSES:

a. Transportation (Office Staff)	915.00 Miles @	\$0.540 / Miles	\$494.10		
b. Transportation (Field Staff)	0.00 Miles @	\$0.540 / Miles =		\$0.00	
c. Expenses (meals) office (per day)	6.00 days @	\$35.00 / day=	\$210.00		
d. Expenses (lodging) office (per day)	0.00 days @	\$120.00 / day=	\$0.00		
e. Expenses field (meals) : per day	0.00 days @	\$35.00 / day =		\$0.00	
f. Expenses field (Lodging) : per day	0.00 days @	\$120.00 / day =		\$0.00	
g. Comp. hrs: (N/A)	71.00 Hours @	\$0.00 / Hour =	\$0.00		
h. Comp. hrs: (N/A)	439.00 Hours @	\$0.00 / Hour =	\$0.00		
i. Materials and Supplies		=	\$1,921.31	\$0.00	\$0.00
Total Out-of-Pocket Expenses			\$2,625.41	\$0.00	\$0.00

6 SUBCONTRACT COSTS:

a. Surveying: Ruder Engineering & Surveying, LLC	=	\$0.00	\$0.00	\$2,900.00
b. Geotech: Benesch	=	\$0.00	\$0.00	\$13,324.50
c. N/A:	=	\$0.00	\$0.00	\$0.00
d. N/A:	=	\$0.00	\$0.00	\$0.00
	Subtotal	\$0.00	\$0.00	\$16,224.50

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6			\$60,805.50	\$0.00	\$16,224.50
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TOTAL:	EXHIBIT 1: SUMMARY		\$77,030.00		
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EXHIBIT 1: SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
TAXILANE I RECONSTRUCTION
HAYS REGIONAL AIRPORT
DESIGN SERVICES FOR THE TAXILANE I RECONSTRUCTION
BASIC AND SPECIAL SERVICES
October 4, 2016

Classification:	Principal	Project Manager	Sr. Civil Eng.	Staff Civil Eng.	Assist. Civil Eng.	Environmental Specialist	Sr. Electrical Eng.	Staff Electrical Eng.	Sr. Tech.	Staff Tech.	Geotechnical Engineer	Clerical	Other Costs
Gross Hourly Rate:	\$224.37	\$144.98	\$165.69	\$124.26	\$96.65	\$172.59	\$179.49	\$138.07	\$103.55	\$89.75	\$172.59	\$72.49	
A. BASIC SERVICES													
1 PRELIMINARY DESIGN	4.00	14.00		64.00	16.00				18.00	40.00	4.00	2.00	(1, 2, 3, 4, 5)
Total =	\$19,700.00	\$897.47	\$2,029.66	\$7,952.95	\$1,546.41				\$1,863.97	\$3,589.87	\$690.36	\$144.98	\$984.34
2 FINAL DESIGN	1.00	17.00	8.00	130.00	36.00				45.00	59.00		5.00	(1, 2, 3, 4, 5)
Total =	\$34,700.00	\$224.37	\$2,464.59	\$1,325.49	\$16,154.42	\$3,479.41			\$4,659.93	\$5,295.06		\$362.44	\$734.29
3 BIDDING	1.00	2.00		28.00	4.00				8.00			4.00	(1, 2, 3, 4, 5)
Total =	\$6,405.50	\$224.37	\$289.95	\$3,479.41	\$386.60				\$828.43			\$289.95	\$906.78
4 N/A													(1, 2, 3, 4, 5)
Total =													
5 N/A													(1, 2, 3, 4, 5)
Total =													
PART A SUBTOTAL =	\$60,805.50												
B. SPECIAL SERVICES													
1 SURVEYING													(1, 2, 3, 4, 5)
Total =	\$2,900.00												\$2,900.00
2 GEOTECHNICAL													(1, 2, 3, 4, 5)
Total =	\$13,324.50												\$13,324.50
3 N/A													(1, 2, 3, 4, 5)
Total =													
4 N/A													(1, 2, 3, 4, 5)
Total =													
5 N/A													(1, 2, 3, 4, 5)
Total =													
PART B SUBTOTAL =	\$16,224.50												
GRAND TOTAL =	\$77,030.00												

(1) Mileage, Motel and Meals (3) Computer Services (5) Other (identify)
(2) Equipment, Materials and Supplies (4) Vendor Services

EXHIBIT 2: SUMMARY

Old Highway 40

Hays, KS. Airport

TAXILANE I Reconstruction
Taxilane Pavement is Approximately 842' Long.
Taxilane Pavement is Approximately 25' Wide.

NORTH ARROW

© 2016 Google

Google earth

1992

286

Imagery Date: 4/24/2016 38°51'11.78" N 99°16'16.56" W elev 1997 ft eye alt 5070 ft

Commission Work Session Agenda

Memo

From: Kim Rupp, Director of Finance

Work Session: October 20, 2016

Subject: Resolution Authorizing the offering for sale of General Obligation Refunding Bonds, Series 2016-A

Person(s) Responsible: Kim Rupp, Director of Finance

Summary

City Staff, City Financial Advisor, George K. Baum & Company, and City Bond Counsel, Gilmore and Bell, P.C. have been working on documentation in preparation for the sale of General Obligation (GO) Refunding Bonds, Series 2016-A. The Series 2016-A Bonds will refund the City's GO Internal Improvement Bonds Series 2005-A, 2006-A, 2007-A, 2008-A and 2009-A to achieve interest cost savings. The approximate principal amount of bonds to be issued is \$5,990,000 with the original maturity dates. Based on current market conditions, it is anticipated that the City could save approximately \$582,000 in future debt service interest by refunding the above mentioned issues. The Commission is being asked to approve a resolution authorizing the offering for sale of GO Refunding Bonds, Series 2016-A.

Background

The City has the option to refinance the following general obligation bonds to achieve interest cost savings for taxpayers:

<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>	<u>Average Rate</u>
2005-A	October 15, 2005	2017 to 2021	\$560,000	3.94%
2006-A	June 15, 2006	2017 to 2026	\$3,525,000	4.10%
2007-A	July 15, 2007	2018 to 2022	\$635,000	4.18%
2008-A	September 15, 2008	2020 to 2023	\$505,000	4.22%
2009-A	October 1, 2009	2017 to 2024	\$535,000	3.82%

Based on current market conditions, it is anticipated that the City could save approximately \$582,000 in future debt service payments by refunding the above series. New Bonds that are issued for refunding purposes will be structured to have final maturity dates identical to those listed above.

Below is a timeline staff expects to follow to issue the Series 2016-A Bonds.

<u>OCT</u>	3	Comments Due on Sale Resolution Final Sale Resolution Forwarded to City
	14	Information forwarded to Rating Agency
	20	Commission Discusses Refunding at Workshop
	21	Preliminary Official Statement Distributed for Comment
	27	Commission Adopts Sale Resolution
	31	Draft Bond Ordinance and Resolution Distributed
<u>NOV</u>	2-4	Rating Call
	11	Comments Due on Preliminary Official Statement Finalize Bonding Amount
	14	Preliminary Official Statement Sent to Bidders Comments Due on Draft Bond Ordinance and Resolution Receive Bond Rating
	22	Bond Sale Date Pass Bond Ordinance and Resolution
	23	Bond Ordinance Forwarded to Local Paper Transcript Assembly Begins
	28	Final Official Statement to Printer, if Needed Receive Final Official Statement from Printer Bond Ordinance Published in Local Paper
<u>DEC</u>	8	Registration Instructions to State Treasurer Bond Printing Complete - Bonds Forwarded to State Treasurer Transcript Assembly Complete Transcript Forwarded to Attorney General Closing Memorandum Distributed
	12	Transcript Approved Bond Registration Complete - Bonds Forwarded to DTC
	15	Closing and Delivery of Funds

Discussion

City Staff and the Financial Advisor have been monitoring the City's outstanding debt for refunding opportunities. The City's Series 2005-A, 2006-A and 2009-A Bonds have been identified as ideal candidates to refund due to their relatively high interest rates and the ability to call the bonds on September 1, 2016. 2007-A and 2008-A are also high interest rate issues however, Series 2007-A doesn't have an optional redemption date until September 1, 2017 and 2008-A is September 1, 2018. Therefore those two issues will be treated as an advance refunding. In that instance, open market investments will be purchased with the proceeds of the new issue and put into escrow to fund the future refunding of 2007-A and 2008-A.

Legal Consideration

There are no legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

Total bond issue will be approximately \$5,990,000 with an average life of 4.7 years and an average interest rate of 1.48%.

Total cost of issuance is approximately \$65,000.00. This covers the paying agent, Kansas Attorney General, CUSIP service bureau, Bond Counsel, Financial Advisor, the Rating Agency and Publication and Printing.

Industry standard dictates if a Net PV Benefit of 3-4% can be achieved then the refunding is warranted given the additional administrative involvement and costs of issuance. Based on current market conditions, the new Series 2016-A has a Net PV Benefit of 9.107%. Therefore this refunding is very justified.

Options

The City Commission has the following options:

- Approve the attached resolution authorizing the bond sale.
- Provide further direction to City Staff.
- Do nothing.

Recommendation

Staff recommends approving the resolution authorizing the sale of General Obligation Refunding Bonds Series 2016-A in the amount of \$5,990,000.

Action Requested

Approve the Resolution authorizing the offering for sale of General Obligation Refunding Bonds Series 2016-A in the amount of \$5,990,000.

Supporting Documentation

Resolution

Sale Documents

Sources & Uses Worksheet

Debt Service Comparison Worksheet

G.O. SALE DOCUMENTS

- A. Excerpt of Minutes of Meeting authorizing offering for sale of Bonds
 - B. Resolution for a Public Sale
 - C. Certificate Deeming Preliminary Official Statement Final
 - D. Notice of Bond Sale
 - E. Official Bid Form
-

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON OCTOBER 27, 2016**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Present: _____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Refunding Bonds, Series 2016-A, came on for consideration and was discussed.

Commissioner _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A, OF THE CITY OF HAYS, KANSAS.

Commissioner _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. _____.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Hays, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A, OF THE CITY OF HAYS, KANSAS.

WHEREAS, the City of Hays, Kansas (the “Issuer”) has previously issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by certain outstanding general obligation bonds described as follows (the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Internal Improvement Bonds	2005-A	October 15, 2005	2017 to 2021	\$560,000
General Obligation Internal Improvement Bonds	2006-A	June 15, 2006	2017 to 2026	\$3,525,000
General Obligation Internal Improvement Bonds	2007-A	July 15, 2007	2018 to 2022	\$635,000
General Obligation Internal Improvement Bonds	2008-A	September 15, 2008	2020 to 2023	\$505,000
General Obligation Internal Improvement Bonds	2009-A	October 1, 2009	2017 to 2024	\$535,000

; and

WHEREAS, the Issuer has selected the firm of George K. Baum & Company, Kansas City, Missouri, to act as financial advisor for one or more series of general obligation refunding bonds of the Issuer in order to provide funds refund the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation refunding bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation refunding bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C. (“Bond Counsel”), in conjunction with the Finance Director, to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof, and all other preliminary action necessary to sell said general obligation refunding bonds.

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

Section 1. The Issuer is hereby authorized to offer for sale the Issuer’s General Obligation Refunding Bonds, Series 2016-A (the “Bonds”) described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date. All proposals for the

purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Mayor and Clerk in conjunction with the Financial Advisor are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Clerk, in conjunction with the Financial Advisor and Gilmore & Bell, P.C., Kansas City, Missouri (“Bond Counsel”), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Ellis County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on such date, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Clerk or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to (a) carry out the sale of the Bonds; (b) provide for notice of redemption of the Refunded Bonds; and (c) purchase or subscribe for the securities to be deposited in the escrow for the Refunded Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on October 27, 2016.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

October 27, 2016

To: _____
_____, _____

Re: Approximately \$[5,990,000] City of Hays, Kansas, General Obligation Refunding Bonds,
Series 2016-A

The undersigned are the duly acting Mayor and Clerk of the City of Hays, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF HAYS, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF BOND SALE

[\$5,990,000]*

CITY OF HAYS, KANSAS

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016-A**

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Written and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) of the City of Hays, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of written bids, and via PARITY® in the case of electronic bids, until [__:__ a.m./p.m.], Central Time (the “Submittal Hour”), on

NOVEMBER 22, 2016

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon by the governing body at its meeting to be held at 6:30 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated December 15, 2016 (the “Dated Date”), and will become due in principal installments on September 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2017	\$570,000	2022	\$675,000
2018	670,000	2023	550,000
2019	770,000	2024	440,000
2020	775,000	2025	375,000
2021	790,000	2026	375,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2017 (the “Interest Payment Dates”).

Adjustment of Issue Size. The Issuer reserves the right to increase or decrease the total principal amount of the Bonds and the principal amount of any maturity in order to properly size the Bond issue based on the premium and interest rates bid on the Bonds. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate

* Preliminary; subject to change. See “Adjustment of Issue Size” herein.

principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 3:00 p.m., central time, on the Sale Date. The net production as a percentage of the principal amount of the Bonds generated from the bid(s) of the Successful Bidder will not be decreased as a result of any change in the total principal amount of the Bonds.

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the “Bond Register”) of the Bond Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”) (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in “book entry” form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 20__, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 20__, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 10-101 *et seq.* and K.S.A. 10-427 *et seq.*, as amended, and an ordinance and a resolution adopted by the governing body of the Issuer (the “Bond Resolution”) for the purpose of refunding certain outstanding bonds of the Issuer. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

Submission of Bids. Written bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Refunding Bonds, Series 2016-A.” Written bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to (785) 628-7323. Confirmation of receipt of facsimile bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on

the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately, provided such Deposit is received by the Issuer or the Financial Advisor prior to the Submittal Hour on the Sale Date. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed [5.00%][a rate equal to the daily yield for the 10-year Treasury Bond published by *THE BOND BUYER*, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 6%]; (c) no supplemental interest payments will be considered; (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%; and (e) no zero coupon rates will be permitted. The difference between the highest rate specified and the lowest rate specified cannot exceed [___%]. No bid for less than [___] of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, [the discount, if any,]the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification as to initial offering prices described under the caption “Reoffering Prices” in this Notice.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit (the Deposit”) in the amount of \$[119,800] payable to the order of the Issuer to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. *The Deposit must be received by the Issuer or the Financial Advisor prior to the Submittal Hour, unless such Deposit is submitted by wire transfer as described below, in which case the Deposit must be received by 3:00 p.m. Central Time on the Sale Date.* The Deposit may be submitted in any of the following forms:

- (a) certified or cashier’s check drawn on a bank located in the United States of America;
- (b) wire transfer in Federal Reserve funds, immediately available for use by the Issuer (wire transfer information may be obtained from the Financial Advisor at the addresses set forth below.)

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Financial Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; and (b) the amount of the wire transfer. Good Faith checks submitted by unsuccessful bidders will be returned. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. Subject to the timely receipt of the Deposit set forth above, the award of the Bonds will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium [or discount,] if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the Issuer or the bidder. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute. The award of the Bonds is predicated upon the Issuer achieving a certain level of savings in conjunction with the Refunded Bonds, such amount to be solely determined by the Issuer.

The Issuer’s acceptance, including electronic acceptance through PARITY®, of the Successful Bidder’s proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

Bond Ratings. The Issuer has applied to S&P Global Ratings, a division of S&P Global Inc. for a rating on the Bonds herein offered for sale. Such application and ratings are further described in the Preliminary Official Statement, hereinafter described.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **DECEMBER 15, 2016** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Reoffering Prices. To provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the Successful Bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Bonds, a written certification (the “Issue Price Certificate”) containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the “public” at prices not higher than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public.

Subsequent to the Submittal Hour, such initial offering prices to the public shall be provided to the Issuer or the Financial Advisor not more than 20 minutes after requested by the Issuer or the Financial Advisor.

At the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated October 27, 2016, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2016 is \$[_____].

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold but excluding the bonds to be refunded with proceeds of the Bonds, is \$[_____].

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes

and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: October 27, 2016.

CITY OF HAYS, KANSAS
By: Brenda Kitchen, Clerk

Written and Facsimile Bid and Good Faith Deposit Delivery Address:

1507 Main Street
Hays, Kansas 67601
Phone No.: (785) 628-7300
Fax No.: (785) 621-2005
Email: bkitchen@haysusa.com

Financial Advisor:

George K. Baum & Company
4801 Main Street, Suite 500
Kansas City, Missouri
Attn: Dave Arteberry
Phone No.: (816) 474-1100
Fax No.: (816) 283-5326
Email: arteberry@gkbaum.com

OFFICIAL BID FORM
 PROPOSAL FOR THE PURCHASE OF CITY OF HAYS, KANSAS
 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A

TO: Brenda Kitchen, Clerk
 City of Hays, Kansas

November 22, 2016

For \$5,990,000* principal amount of General Obligation Refunding Bonds, Series 2016-A, of the City of Hays, Kansas, to be dated December 15, 2016, as described in the Notice of Bond Sale dated October 27, 2016, said Bonds to bear interest as follows:

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal Amount</u> ²	<u>Annual Rate of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal Amount</u> ²	<u>Annual Rate of Interest</u>
2017	\$570,000	___%	2022	\$675,000	___%
2018	670,000	___%	2023	550,000	___%
2019	770,000	___%	2024	440,000	___%
2020	775,000	___%	2025	375,000	___%
2021	790,000	___%	2026	375,000	___%

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount\$[5,990,000.00]*
 [Less Discount (not to exceed [\$ _____][_____%])] - _____
 Plus Premium (if any) _____
 Total Purchase Price \$ _____

Total interest cost to maturity at the rates specified \$ _____
 Net interest cost (adjusted for Discount and/or Premium) \$ _____
 True Interest Cost _____%

The Bidder elects to have the following Term Bonds:

<u>Maturity Date</u>	<u>Years</u>	<u>Amount</u> [*]
September 1, _____	_____ to _____	\$ _____
September 1, _____	_____ to _____	\$ _____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in the Notice of Bond Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. A cashier's or certified check or a wire transfer in the amount of \$[199,800.00] payable to the order of the Issuer, accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
 Telephone No. (____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Hays, Kansas, the above proposal is hereby accepted on November 22, 2016.

Attest:

 Clerk

 Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed bids may be filed with the Clerk, Brenda Kitchen, 1507 Main Street, Hays, Kansas 67601, facsimile bids may be filed with the Clerk, Fax No. (785)628-7323 or electronic bids may be submitted via **PARITY**[®], at or prior to [__:__ a.m./p.m.], Central Time, on November 22, 2016. Any bid received after such time will not be accepted or shall be returned to the bidder.

* Preliminary; subject to change as provided in the Notice of Bond Sale.

City of Hays, Kansas

General Obligation Internal Improvement Bonds

Series 2016

Sources & Uses

Dated 12/15/2016 | Delivered 12/15/2016

Sources Of Funds

Par Amount of Bonds	\$5,990,000.00
Total Sources	\$5,990,000.00

Uses Of Funds

Total Underwriter's Discount (0.800%)	47,920.00
Costs of Issuance	65,000.00
Deposit to Net Cash Escrow Fund	5,873,838.78
Rounding Amount	3,241.22
Total Uses	\$5,990,000.00

City of Hays, Kansas

General Obligation Internal Improvement Bonds Series 2016

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/01/2017	630,306.67	206,072.50	836,379.17	893,375.02	56,995.85
09/01/2018	743,175.00	93,375.00	836,550.00	893,340.02	56,790.02
09/01/2019	836,475.00	-	836,475.00	897,036.26	60,561.26
09/01/2020	833,390.00	-	833,390.00	889,156.26	55,766.26
09/01/2021	839,477.50	-	839,477.50	895,256.26	55,778.76
09/01/2022	714,207.50	-	714,207.50	774,481.26	60,273.76
09/01/2023	579,757.50	-	579,757.50	637,013.76	57,256.26
09/01/2024	461,232.50	-	461,232.50	518,815.00	57,582.50
09/01/2025	383,972.50	-	383,972.50	444,652.50	60,680.00
09/01/2026	382,312.50	-	382,312.50	442,637.50	60,325.00
Total	\$6,404,306.67	\$299,447.50	\$6,703,754.17	\$7,285,763.84	\$582,009.67

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	542,241.73
Net PV Cashflow Savings @ 1.472%(Bond Yield)	542,241.73
Contingency or Rounding Amount	3,241.22
Net Present Value Benefit	\$545,482.95
Net PV Benefit / \$5,760,000 Refunded Principal	9.470%
Net PV Benefit / \$5,990,000 Refunding Principal	9.107%

Refunding Bond Information

Refunding Dated Date	12/15/2016
Refunding Delivery Date	12/15/2016