

# Memo

To: City Commission  
From: Toby Dougherty, City Manager  
Date: 12-8-16  
Re: December 15, 2016 Work Session

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Please find the attached agenda and supporting documentation for the December 15, 2016 Work Session.

## Item 2 – Joint Meeting – City of Hays/Hays Recreation Commission

Please refer to the attached memorandum from Jeff Boyle, Director of Parks, regarding the joint meeting with the Hays Recreation Commission. This is a meeting the City Commission has each year to review the performance of the Hays pool system and the Bickle-Schmidt Sports Complex. As you will see in the memo, the Hays pools lost money, which is typical. For the second year in a row, the Bickle-Schmidt Sports Complex did make a profit. The contract with the Hays Recreation Commission for operations at the sports complex is up for renewal in 2018. We are getting a better handle on the revenue potential at the complex and will be prepared to renegotiate the contract in 2018.

## Item 3 – Wastewater and Parks Fiber Network Connections

Please refer to the attached memorandum from Chad Ruder, Director of Information Technology, regarding connectivity for the Wastewater and Parks facilities. For several years, we have wanted to connect the Parks Department, Wastewater Treatment Plant, and Hays Regional Airport to the City's network of fiber. We have been reluctant to do so, however, due to the high cost of fiber. With the wastewater facility rebuild that is currently in the planning stage, it will be necessary for us to run fiber to the wastewater facility to fully handle the data provided by the new SCADA system. IT solicited proposals and received a tremendously economical bid from Nex-Tech to provide fiber connectivity at a price that was previously thought unattainable. City staff is very happy with this proposal and suggests moving forward.

## Item 4 – 2017 Street Maintenance Program

Please refer to the attached memorandum from John Braun, Assistant Director of Public Works, regarding the 2017 Street Maintenance Program. Earlier this year, the City contracted for a Pavement Condition Assessment. That data has been provided and used to develop the 2017 Street Maintenance Program that is being presented.

On a completely unrelated project, City staff is still working on the design phase for the reconstruction of 8<sup>th</sup> Street from Milner to Vine.

More information on the Street Maintenance Program, as well as the Pavement Condition Assessment findings, will be presented at the work session.

Item 5 – Airport Capital Improvement Program Update

Please refer to the attached memorandum from John Braun regarding the Airport Capital Improvement Program.

Item 6 – 2016 Boundary Resolution

This item is self-explanatory.

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**CITY OF HAYS  
CITY COMMISSION WORK SESSION  
THURSDAY, DECEMBER 15, 2016 – 6:30 P.M.  
AGENDA**

- 1. ITEM FOR REVIEW: [December 1, 2016 Work Session Notes \(PAGE 1\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
- 2. ITEM FOR REVIEW: [Joint Meeting – City of Hays/Hays Recreation Commission \(PAGE 3\)](#)**  
PERSONS RESPONSIBLE: Jeff Boyle, Director of Parks  
Roger Bixenman, HRC Superintendent
- 3. ITEM FOR REVIEW: [Wastewater and Parks Fiber Network Connections \(PAGE 21\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Chad Ruder, IT Director
- 4. ITEM FOR REVIEW: [2017 Street Maintenance Program \(PAGE 65\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
- 5. ITEM FOR REVIEW: [Airport Capital Improvement Program Update \(PAGE 85\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
- 6. ITEM FOR REVIEW: [2016 Boundary Resolution \(PAGE 101\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
- 7. OTHER ITEMS FOR DISCUSSION**
- 8. EXECUTIVE SESSION (IF REQUIRED)**
- 9. 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, December 1, 2016 – 6:30 p.m.

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

**November 17, 2016 Work Session Notes**

There were no corrections or additions to the minutes of the work session held on November 17, 2016; the minutes stand approved as presented.

**Vehicle Abatement – 414 East 7<sup>th</sup> Street**

The abandoned vehicles located at 414 East 7<sup>th</sup> Street have been removed so no action was needed.

**Emergency Snow Routes Amendment**

Greg Sund, Director of Public Works, stated Section 62-151 of the Municipal Code establishes certain streets as emergency snow routes within the City of Hays. During a Winter Storm Traffic Emergency as declared by the City Manager, it is unlawful to park a vehicle on any street designated as an emergency snow route.

When Ellis County Emergency Medical Services (EMS) was located at the 1009 Cody, the streets surrounding EMS were designated emergency snow routes. Now that EMS has moved into the new Ellis County Rural Fire/EMS Building at 1105 East 22<sup>nd</sup> Street, it is advisable to amend the emergency snow routes to reflect the change.

The City Attorney has prepared an ordinance amending Section 62-151 of the Municipal Code to include the addition of General Hays Road, from Cody Avenue to 22<sup>nd</sup> Street, and to remove two street segments; General Hays Road,

from Cody Avenue to Downing Avenue; and Downing Avenue, from General Hays Road to Vine Street.

Commissioners will be asked to adopt an ordinance amending Section 62-151 of the Municipal Code at the December 8, 2016 Commission meeting.

**Other Items for Discussion**

There were no other items for discussion.

The work session was adjourned at 6:33 p.m.

Submitted by: \_\_\_\_\_

Brenda Kitchen – City Clerk

# Commission Work Session Agenda

## Memo

**From:** Jeff Boyle, Director of Parks

**Work Session:** December 15, 2016

**Subject:** City of Hays/Hays Recreation Commission Joint Meeting

**Person(s) Responsible:** Roger Bixenman, HRC Superintendent  
Jeff Boyle, Director of Parks

### Summary

A joint meeting between the City of Hays and the Hays Recreation Commission (HRC) is scheduled for December 15, 2016. Items for discussion include:

- 1) Review the 2016 Pool Season Financial Report from the Hays Recreation Commission. City Staff recommends proceeding with the pool reimbursement request for an amount of \$13,582.90 with funding from the Contractual Services line item of the 2016 General Fund Pool Budget.
- 2) Review the 2016 Bickle-Schmidt Sports Complex Financial report from the Hays Recreation Commission. The current contract states that “The Hays Recreation Commission and the Hays City Commission agree to conduct a joint meeting to discuss the financial profit/loss of the facility for the year including disbursement of funds as needed or as agreed upon by both parties”. For 2016, the HRC realized a profit of \$32,391.88.

### Background

The City of Hays contracts with the Hays Recreation Commission (HRC) to manage area pools and for all scheduling needs of the various recreational areas in Hays such as ball fields, soccer fields and the new Bickle-Schmidt Sports Complex. Each year the HRC and the City of Hays conduct a joint meeting to discuss general operations, financial reports and/or any other facility needs or expectations that may need to be addressed.

### Discussion

There are two items for discussion for the December 15, 2016, HRC/City of Hays joint meeting.

- 1) Review the 2016 Pool Season Financial Report from the Hays Recreation Commission. The current contract states that “After financial reports are compiled as described in the agreement, any operating loss or surplus incurred by the contractor will be shared on a 50% City-50% Contractor basis as long as the Contractors portion of the loss does not exceed \$26,000”. The Hays Recreation Commission is requesting of \$13,582.90 which is one-half of the

total loss for pool operations (\$27,165.80) for the 2016 season. The attendance at the Hays Aquatic Park increased in 2016 with 53,504 patrons visiting the pool when compared to 51,241 in 2015. Likewise, the attendance at Wilson Pool increased to 3,923 patrons in 2016 when compared to 3,637 in 2015.

- 2) Review the 2016 Bickle-Schmidt Sports Complex Financial Report. The Bickle-Schmidt Sports Complex report from the HRC shows a total profit of \$32,391.88. The current contract states that “The Hays Recreation Commission and the Hays City Commission agree to conduct a joint meeting to discuss the financial profit/loss of the facility for the year including disbursement of funds as needed or as agreed upon by both parties”.

### **Legal Consideration**

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

### **Financial Consideration**

#### **Pool Financial Consideration:**

The HRC is requesting a 50% reimbursement, as outlined in the Pool Services Agreement, for the HRC operational losses at Wilson Pool and the Hays Aquatic Park (\$27,165.80). The total reimbursement request from the Hays Recreation Commission is one-half or 50% of this amount or \$13,582.90. The year-to-date (December 1, 2016) expenses to the city budgets for pool operations is \$94,560.35. The total YTD expenses with the \$13,582.90 will be \$108,143.25. As a reminder, the HRC operates and reports on the daily operations of the pools and provides an annual statement of revenue/expenditures for related activities. The City of Hays has separate general fund budget(s) that provides funding for all other things necessary to maintain the pools in good operating condition. Examples of city budget expenditures would include chemicals, structural repairs, contractual services, paint, electrical/gas and mechanical pumping systems.

#### **Bickle-Schmidt Sports Complex Financial Consideration:**

The current contract, which expires in 2018, states that “The Hays Recreation Commission and the Hays City Commission agree to conduct a joint meeting to discuss the financial profit/loss of the facility for the year including disbursement of funds as needed or as agreed upon by both parties”. In 2016, the Hays Recreation Commission realized a profit of \$32,391.88. The City’s YTD expenditures (December 1, 2016) for the city’s portion of the 2016 routine maintenance from the Bickle-Schmidt Sports Complex totals \$127,442.25. As a reminder, the HRC completes field striping and grooming, operates concessions and schedules/collects fees for all activities at the Bickle-Schmidt Sports Complex and provides a revenue/expenditure report at the end of the year for those activities. The city has a separate budget for all other routine maintenance of the facility that utilizes funding from the original sales tax initiative. Examples of city budget expenditures would include mowing, chemicals/fertilizers, cleaning, structural repairs, irrigation repairs, equipment fuel/repairs and electrical/gas needs.

### **Action Requested**

There is no formal action required of the City Commission regarding this item since the amount is within the City Managers spending authority.

## **Supporting Documentation**

- Joint Meeting memorandum from the Director of Parks 1.1
- Copy of the November 23, 2016 letter to Toby Dougherty, City Manager, from Roger Bixenman, HRC Superintendent discussing the 2016 Pool Season. 1.2
- Summary of Pool Operations for the 2016 Pool Season 1.3
- Summary of Hays Aquatic Park Attendance 1.4
- Summary of Wilson Attendance 1.5
- Summary of Pool Subsidy (2000-2016) 1.6
- Copy of the Pool Services Agreement. 1.7
- Copy of a the November 23, 2016 letter to Toby Dougherty, City Manager, from Roger Bixenman, HRC Superintendent discussing the 2016 Bickle-Schmidt Sports Complex season. 1.8
- Financial Summary of Bickle-Schmidt Sports Complex 2013-2016 1.9
- Summary of Bickle-Schmidt Sports Complex participation 2.0
- Copy of the Bickle-Schmidt Sports Complex Facilities Agreement 2.1

November 23, 2016

Mr. Toby Dougherty  
Hays City Manager  
1507 Main  
Hays, Kansas 67601

Dear Toby:

Enclosed you will find a Year to Date financial statement with regard to the Hays Aquatic Park and Wilson Pool. For pool operation in 2016 the City of Hays will need to reimburse the HRC a total of \$13,582.90. Last year the City's portion was \$15,701.06.

In 2016, at the Hays Aquatic Park the average attendance for the 78 actual days open was 686 compared to 75 days in 2015 for an average daily attendance of 683. We had a total of 53,504 visitors to the HAP in 2016 when compared to 51,241 visitors in 2015. June was the most attended month of the pool season. Our average noon time temperature this year was 83 degrees compared to 83 degrees in 2015. We did not open 5 days in 2016 compared to 7 days in 2015. We also closed early or opened late at 2pm on 12 days.

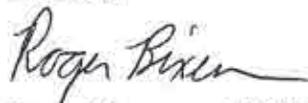
Wilson pool had an average of 59 patrons per day compared to 54 patrons per day in 2015. We had a total of 3,923 visitors to Wilson pool compared to 3,637 in 2015.

In the attached report, I have included the financial picture as it relates to HRC only. Also attached is an admission summary for 2016.

I believe we had another solid year with attendance up from 2015. Once again our pool staff under the leadership of Grant Lacy did an outstanding job. His staff at the pool under his guidance continues to be strong, the park is beautiful and we once again have a wonderful facility in Hays. These parks have a profound impact on our community. It is our pleasure to be a part of it.

If I can be of any service to you after your review of the enclosed information, please do not hesitate to contact me.

Sincerely,



Roger Bixenman CPRP

**Hays Recreation Commission  
Summary of Pool Operation  
For the 2016 Pool Season**

**Pool Report to the City of Hays for the 2016 Aquatic Season!**

<b>HRC Revenue</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Aquatic Park Admission	75,651.00	85,841.50	88,792.25	83,677.37
HAP Fitness Classes	1,602.25	1,137.00	1,685.82	1,825.00
Season Passes	52,051.00	55,358.50	51,083.50	50,001.50
Concessions Revenue	50,546.34	51,867.59	51,298.72	49,714.00
Scholarship Season Passes	13,130.00	13,580.00	14,467.50	15,150.50
Scholarship Revenue	-	125.00	-	-
Wilson Pool Admission	2,215.00	2,582.75	3,620.60	5,222.46
Wilson Pool Concessions	1,283.00	1,107.50	1,149.80	-
Pool Rental Revenue	5,253.00	8,009.00	8,110.50	9,565.00
Swim Lesson Revenue	8,287.50	7,030.00	6,152.50	6,930.00
Miscellaneous Income	1,980.00	645.40	285.00	2,890.00
<b>Total Actual Revenue YTD</b>	<b>211,999.09</b>	<b>227,284.24</b>	<b>226,646.19</b>	<b>224,975.82</b>
<b>HRC Direct Expenses</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Concession Expenses	23,992.07	21,352.44	21,214.78	22,630.42
Concession Salaries	17,105.15	12,275.05	15,335.95	14,359.68
HAP Salaries	126,775.00	127,520.12	131,430.93	132,309.59
HAP Promotions	2,869.73	2,961.50	3,135.49	600.00
HAP Maintenance	1,407.78	1,692.95	1,623.03	967.40
HAP Supplies	4,765.91	2,815.24	6,124.35	3,203.28
Guard Incentive Expense	-	40.00	55.46	29.25
Scholarship Pass Expense	9,230.00	8,780.00	8,605.00	10,040.00
Wilson Salaries	7,140.00	7,500.00	7,500.00	7,500.00
HAP Fitness Salary	1,542.00	1,420.39	1,239.00	2,147.68
Guard Uniform Expense	4,943.18	2,871.19	2,957.25	1,604.00
Swim Lesson Salary	4,153.15	4,001.52	2,876.45	1,183.23
Swim Lesson Expense	300.00	300.00	200.00	-
<b>Total Direct Expenses YTD</b>	<b>204,223.97</b>	<b>193,530.40</b>	<b>202,297.69</b>	<b>196,574.53</b>
<b>HRC Administrative Expenses</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Administrative Salary	28,175.00	29,043.22	33,724.05	35,322.11
Workers Compensation	2,033.12	2,399.24	2,228.43	1,927.78
FICA	14,139.43	13,904.66	14,696.14	14,747.54
Benefits	3,960.00	3,960.00	4,752.00	3,233.66
Insurance Liability Charge	371.00	367.00	350.00	336.00
<b>Total Administrative Expenses YTD</b>	<b>48,678.55</b>	<b>49,674.12</b>	<b>55,750.62</b>	<b>55,567.09</b>
<b>Total Expenses Year to Date</b>	<b>252,902.52</b>	<b>243,204.52</b>	<b>258,048.31</b>	<b>252,141.62</b>
<b>Revenue Over/(Under) Expenses as of 11-16-2016</b>	<b>(40,903.43)</b>	<b>(15,920.28)</b>	<b>(31,402.12)</b>	<b>(27,165.80)</b>
<b>City of Hays Portion</b>	<b>(20,451.72)</b>	<b>(7,960.14)</b>	<b>(15,701.06)</b>	<b>(13,582.90)</b>
<b>HRC Portion</b>	<b>(20,451.72)</b>	<b>(7,960.14)</b>	<b>(15,701.06)</b>	<b>(13,582.90)</b>

HAP Attendance

HAP	Toddlers	3 to 17	18 & up	Pass	Day Pass	Specials Rentals	Total	Temperature at Noon	Comments	Lazy River Fitness	Water Works
Wednesday, May 25, 2016	8	27	152	203			430	80			
Thursday, May 26, 2016	8	78	21	187			294	75	didn't open until 2pm		
Friday, May 27, 2016								56	closed at 2:30pm due to lightning		
Saturday, May 28, 2016	10	184	81	309			598	73	Didn't open due to cold letters and storms		
Sunday, May 29, 2016	1	121	121	217			472	80			
Monday, May 30, 2016	30	324	171	291	8		724	80	Overcast		
Tuesday, May 31, 2016	4	89	26	210			238	70	Overcast		
Wednesday, June 01, 2016	12	158	80	283	2		532	73			
Thursday, June 02, 2016	28	247	143	398	2		819	79			10
Friday, June 03, 2016		243	183	419			848	81			12
Saturday, June 04, 2016	8	251	201	192			552	79			10
Sunday, June 05, 2016	7	218	223	118	3	26	551	80			
Monday, June 06, 2016	10	244	161	372	25		812	86			
Tuesday, June 07, 2016	17	211	135	390	6	20	829	80	Closed early due to lightning	12	
Wednesday, June 08, 2016	9	218	153	388	2		807	87		21	20
Thursday, June 09, 2016	17	221	154	302	2		697	83		12	20
Friday, June 10, 2016	31	284	226	450	8	40	1058	84		11	18
Saturday, June 11, 2016	18	205	288	398	19		1053	90		18	
Sunday, June 12, 2016	50	234	205	247	6		842	93			
Monday, June 13, 2016	18	191	148	258	6		621	93		19	
Tuesday, June 14, 2016	23	189	142	389	8	20	748	88		20	22
Wednesday, June 15, 2016	50	398	260	410	19		1528	95		14	20
Thursday, June 16, 2016	28	222	188	340	12		800	90		15	20
Friday, June 17, 2016	23	179	120	287	2	60	681	86	Closed early due to lightning	20	
Saturday, June 18, 2016	16	236	260	219	6	50	787	88			
Sunday, June 19, 2016	17	173	217	181	10		588	84			
Monday, June 20, 2016	13	170	122	308	6	50	678	86		22	
Tuesday, June 21, 2016	21	177	138	389	6	20	742	92		23	26
Wednesday, June 22, 2016	24	185	148	388	1	350	1082	90		25	19
Thursday, June 23, 2016	14	88	76	180	1		329	90	overcast	13	18
Friday, June 24, 2016	28	253	209	309	7	300	1126	88		11	
Saturday, June 25, 2016	47	40	40	50			132	81	Opened at 2pm and closed at 3 due to lightning		
Sunday, June 26, 2016	10	165	227	187	18		615	82			
Monday, June 27, 2016	21	148	123	306	18	57	659	80		21	
Tuesday, June 28, 2016	8	72	81	171	1		216	73	Opened at 2pm due to lightning	18	18
Wednesday, June 29, 2016	18	179	122	310	6		627	80	closed jam pool at 3pm-code brown	20	
Thursday, June 30, 2016	12	137	118	148	6		417	79	closed jam pool at 3pm-code brown	21	
Friday, July 01, 2016	2	21	28	43	1		76	73	Overcast/closed early due to weather	12	
Saturday, July 02, 2016	3	86	44	26		80	218	76	Closed early due to weather		
Sunday, July 03, 2016								88	Didn't open due to weather		
Monday, July 04, 2016			334	87	4	431	858	80		28	
Tuesday, July 05, 2016	4	178	142	232	6	25	691	87		15	21
Wednesday, July 06, 2016	4	180	186	128	2		677	80		14	22
Thursday, July 07, 2016	16	154	138	280	11		689	81		10	22
Friday, July 08, 2016	4	80	73	107			264	81		13	
Saturday, July 09, 2016	14	318	360	238	18	84	994	84	Overcast		
Sunday, July 10, 2016	6	164	209	208	34		822	92		16	
Monday, July 11, 2016	6	152	143	223			623	92		17	24
Tuesday, July 12, 2016	17	176	131	326	10		653	87		15	
Wednesday, July 13, 2016	21	142	114	196	7		480	79		17	24
Thursday, July 14, 2016	6	80	41	160	2		289	81	Overcast		15
Friday, July 15, 2016	17	153	88	184			420	80	Overcast	16	20
Saturday, July 16, 2016	21	203	289	127	6	900	1318	86	Overcast		
Sunday, July 17, 2016	28	222	228	167	9	860	1226	82	Swim Meet		
Monday, July 18, 2016	7	148	80	217		80	692	83	Swim Meet		
Tuesday, July 19, 2016	23	234	161	292	4	60	784	81		15	
Wednesday, July 20, 2016	4	171	120	237	8		541	88		12	24
Thursday, July 21, 2016	1	209	178	236	3		617	84		15	20
Friday, July 22, 2016	20	172	138	263	5	160	748	86		13	27
Saturday, July 23, 2016	14	191	171	130	1	102	669	81		25	
Sunday, July 24, 2016	16	124	164	124	1	134	658	81			
Monday, July 25, 2016	4	88	79	127	1	100	402	76		8	
Tuesday, July 26, 2016	19	143	110	232		60	534	81		14	23
Wednesday, July 27, 2016	5	149	123	193	20		491	84		16	15
Thursday, July 28, 2016	26	147	84	183		60	491	84		14	15
Friday, July 29, 2016	10	111	99	127	3	209	539	81		16	
Saturday, July 30, 2016	6	131	141	96		61	424	84			
Sunday, July 31, 2016	26	134	161	142	0	807	884	82			
Monday, August 01, 2016	16	187	177	242	2	40	664	88		20	
Tuesday, August 02, 2016	14	177	88	219	4	887	1088	88		18	22
Wednesday, August 03, 2016	14	166	126	226	6		536	80		16	20
Thursday, August 04, 2016	20	158	122	189	4	60	543	85		11	18
Friday, August 05, 2016								89	Did not open due to weather		
Saturday, August 06, 2016								89	Did not open due to weather		
Sunday, August 07, 2016								88	Did not open due to weather		
Monday, August 08, 2016	2			60		76	128	89	Opened at 2pm due to weather		
Tuesday, August 09, 2016	13	113	90	259	9	364	849	83			
Wednesday, August 10, 2016	20	127	80	211	6	1300	1754	86			
Thursday, August 11, 2016	14	128	88	243	6	827	1013	87	Big Brothers Big Sisters Duck Derby		
Friday, August 12, 2016	13	126	60	130		60	365	81	Closed jams due to lightning		
Saturday, August 13, 2016	8	101	109	138	16	60	432	85			
Sunday, August 14, 2016	2	119	79	197	17		324	85			
Monday, August 15, 2016	16	146	112	211		678	678	82	Closed early due to lightning		
Tuesday, August 16, 2016	13	88	141	204	14		661	81			
Total Attendance	1,250	12,807	11,290	17,821	449	7,768	91,756		Weather/Closed		
Average per day	16.45	164.19	144.74	229.58	7.39	204.42	656.14	83	Can't open due to weather on 5 days		
Season Passes							1,738		Opened late due to weather on 4 days		
May	61	753	542	1,267	8	0	2,771			732	815
June	617	8954	5,133	6,535	195	892	21,757			15,913	8,249
July	407	4501	4,287	5,286	163	5,134	17,859				
August	195	1599	1,268	2,533	83	3642	9,329				
Drop Swim							111	80%			

Wilson	Toddlers	3 to 17	18 & up	Pass	Day Pass	Total	kick board	Comments
Wednesday, June 01, 2016	8	13	8	32		55	4	
Thursday, June 02, 2016	1	11	8	28		48	13	
Friday, June 03, 2016	8	13	8	29		49	6	
Saturday, June 04, 2016	3	10	7	14		34	4	
Sunday, June 05, 2016	1	10	14	3		28	3	
Monday, June 06, 2016	5	33	12	54		104	14	Closed early due to weather
Tuesday, June 07, 2016	2	9	8	33		50	11	
Wednesday, June 08, 2016	7	22	5	39		73	14	
Thursday, June 09, 2016	10	8	9	40		67	5	
Friday, June 10, 2016	2	17	13	25		57	2	
Saturday, June 11, 2016	5	18	14	19		56	6	
Sunday, June 12, 2016	3	17	18	31		69	3	
Monday, June 13, 2016	4	23	8	44		77	18	
Tuesday, June 14, 2016	4	10	5	52		71	13	
Wednesday, June 15, 2016	8	21	11	38		78	0	
Thursday, June 16, 2016	6	11	11	29		67	2	
Friday, June 17, 2016	1	13	7	36		57	15	Closed early due to weather
Saturday, June 18, 2016	3	18	14	15		50	10	
Sunday, June 19, 2016	2	1	4	16		23	0	
Monday, June 20, 2016	3	8	4	46		59	8	
Tuesday, June 21, 2016	2	4	5	50		61	5	
Wednesday, June 22, 2016	9	24	5	28		66	9	
Thursday, June 23, 2016	0	13	3	20		36	4	
Friday, June 24, 2016	4	25	17	36		81	8	
Saturday, June 25, 2016								Did not open due to weather
Sunday, June 26, 2016	4	8	12	22		46	4	
Monday, June 27, 2016	4	23	11	46		84	15	
Tuesday, June 28, 2016								Did not open due to weather
Wednesday, June 29, 2016	12	20	13	39		84	9	
Thursday, June 30, 2016	5	43	15	59		122	18	
Friday, July 01, 2016		1		1		2		Overcast closed early due to weather
Saturday, July 02, 2016								Did not open due to weather
Sunday, July 03, 2016								Did not open due to weather
Monday, July 04, 2016	1	4	5	25		35	4	
Tuesday, July 05, 2016	6	19	13	53		91	11	
Wednesday, July 06, 2016	10	22	5	46		83	8	
Thursday, July 07, 2016	7	9	7	32		55	13	
Friday, July 08, 2016	6	15	9	15		45	3	
Saturday, July 09, 2016	1	2	2	1		6		closed early due to code brown
Sunday, July 10, 2016	2	8	20	30		60	5	
Monday, July 11, 2016	1	13	5	24		43	11	
Tuesday, July 12, 2016	2	21	9	33		65	9	
Wednesday, July 13, 2016								Did not open Wilson-Mechanical issues
Thursday, July 14, 2016	2	9	9	21		41	5	
Friday, July 15, 2016	4	13	14	35		66	7	
Saturday, July 16, 2016	5	21	19	30		75	4	
Sunday, July 17, 2016	3	32	20	38		102	9	
Monday, July 18, 2016	7	14	8	18		47	7	
Tuesday, July 19, 2016	7	25	9	36		77	12	
Wednesday, July 20, 2016	3	12	5	32		52	5	
Thursday, July 21, 2016	5	18	8	38		69	13	
Friday, July 22, 2016	3	9	8	28		48	9	
Saturday, July 23, 2016	2	7	9	5		23	1	
Sunday, July 24, 2016	4	9	13	16		42	2	
Monday, July 25, 2016		8	5	22		35	3	
Tuesday, July 26, 2016	4	12	4	28		46	4	
Wednesday, July 27, 2016	4	10	6	29		49	4	
Thursday, July 28, 2016	1	8	1	27		37	7	
Friday, July 29, 2016	1	9	8	22		38	8	
Saturday, July 30, 2016	2	9	9	13		33	3	
Sunday, July 31, 2016	5	21	23	19		74	2	
Monday, August 01, 2016	8	20	8	45		79	8	
Tuesday, August 02, 2016	2	19	5	46		72	8	
Wednesday, August 03, 2016	2	25	7	35		69	13	
Thursday, August 04, 2016	4	17	7	40		68	7	
Friday, August 05, 2016								Did not open due to weather
Saturday, August 06, 2016								Did not open due to weather
Sunday, August 07, 2016								Did not open due to weather
Monday, August 08, 2016								Did not open due to weather
Tuesday, August 09, 2016	7	13	8	58		86	11	
Wednesday, August 10, 2016	3	21	9	63		96	16	
Thursday, August 11, 2016	2	22	9	46	1	80	15	Closed early due to lightning
Friday, August 12, 2016	2	9	4	23	2	40	3	
Saturday, August 13, 2016	2	11	12	22		47		
Sunday, August 14, 2016	3	6	17	40		66		Closed early due to lightning
	Toddlers	3 through 17	18 & up	Pass	Day Pass	Total	Kick board	Weather/Closed
Totals	254	968	812	2,050	3	3,923	471	Did not open due to weather on 8 days
Average	3.97	14.67	9.42	31.06	1.50	58.44		Closed early due to weather on 5 days
June	123	444	259	913	0	1775		
July	98	361	267	719	0	1445		
August	33	163	86	418	3	703		

## POOL SUMMARY

<u>Year</u>	<u>Hays Aquatic Park Attendance</u>	<u>Wilson Pool Attendance</u>	<u>City of Hays Total Pool Subsidization</u>
<b>2000</b>	83,162	n/a	\$31,290.92
<b>2001</b>	84,767	n/a	\$71,475.16
<b>2002</b>	76,294	n/a	\$32,533.82
<b>2003</b>	62,622	2,951	\$20,274.20
<b>2004</b>	50,377	n/a	\$15,701.97
<b>2005</b>	56,090	<i>closed</i>	\$4,306.44
<b>2006</b>	56,857	n/a	\$3,108.37
<b>2007</b>	54,088	1,518	\$15,661.16
<b>2008</b>	56,116	2,332	\$5,820.13
<b>2009</b>	54,513	2,018	\$14,424.36
<b>2010</b>	62,290	3,441	\$5,380.89
<b>2011</b>	60,971	3,588	\$3,261.85
<b>2012</b>	58,999	5,085	\$6,344.95
<b>2013</b>	46,270	3,740	\$20,451.72
<b>2014</b>	48,528	3,836	\$7,960.14
<b>2015</b>	46,473	3,637	\$15,701.06
<b>2016</b>	51,756	3,923	\$13,582.90

File ✓  
Calendar ✓

## POOL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of September, 2006, by and between the City of Hays, a municipal corporation, hereinafter referred to as the "City" and the Hays Recreation Commission hereinafter referred to as the "Contractor".

WHEREAS, the City owns and maintains Wilson Pool and the Hays Aquatic Park for the benefit of its citizens; and

WHEREAS, the City desires to engage the Contractor to maintain said swimming pools and perform other service, as more fully set out within this document.

NOW, THEREFORE, it is agreed by and between the City and the Contractor as follows:

I. Contractor agrees to:

- a) Keep and maintain all equipment owned by the City in good working condition and perform all such repairs that may properly be accomplished on the premises with Contractor's personnel using City equipment, if needed, provided all repairs or maintenance beyond the Contractor's expertise should be performed under the Contractor's supervision at the City's expense only after receiving approval from the City Parks Director.
- b) Have the sole responsibility of hiring, training, and supervising all personnel needed to provide the services herein described. The Contractor shall be responsible for all employee benefits including Workman's Compensation, Social Security withholding, unemployment compensation, or any other payroll requirements as set forth by the United States or Kansas Statutes. A certificate of Workman's Compensation Insurance, which shows the Contractor has valid and adequate coverage, must be filed with the City annually.
- c) Furnish all labor and work necessary to maintain Wilson Pool and the Hays Aquatic Park and related grounds in a workmanlike manner consistent with generally accepted operation standards (Red Cross, Ellis and Associates, or other nationally recognized programs).
- d) Operate said pools for an admission by the general public during the swimming season. Swimming season is generally defined as the time between Memorial Day through Labor Day.

General use by the public of these facilities may be suspended, for weather related incidents (including lightning, thunderstorms or excessive wind) or labor shortages. Priority for pool operations during labor shortages shall be (1) Hays Aquatic Park and (2) Wilson Pool. A decision to close any of the above mentioned pools will be at the discretion of the Aquatic Director according to the policies established within this Agreement. The Contractor shall notify the City of any closures as soon as possible.

- e) Coordinate a comprehensive aquatics program, outside of the general public swim times, including, but not limited to, swim lessons, aquasize sessions, swim meets, swim team practices, special events, and facility rentals.

- f) Maintain the grounds immediately surrounding all swimming pools including but not limited to litter pick-up. For Hays Aquatic Park, grounds maintenance shall also include turf maintenance.
- g) Maintain the swimming pool water in a safe and sanitary condition and prepare the pools for operation prior to the pool season and secure the pools after the end of the season.
- h) Keep in a clean and sanitary condition the pool premises to include, but not limited to, the pool deck, shower rooms, locker facilities, parking lot area, tube storage area, sundeck, loose equipment (deck chairs, inner tubes, roping, etc.), and other related items.
- i) Establish, collect, and account for admission charges, by pools, for all pools, provided that any admission charges to said pools shall be approved by the City Commission of the City of Hays.

Other Fees:

The Contractor has the right to charge fees for other activities not listed. All revenues received from any such charges will be added to the total revenue received by the Contractor as required in Section V of this agreement.

- j) Keep records of all receipts from admissions, rentals, and concessions along with all expenses for pool operation (both direct and indirect) and provide the City adequate, full, complete, and itemized accounting of said receipts and expenses, by pool, by November 1<sup>st</sup> of each year. Indirect expenses include:
  - 10% of the HRC Office Manager's annual salary.
  - 5% of the HRC Superintendent's annual salary
  - 66% of the HRC Aquatic Director's annual salary and benefits.
- k) Maintain an admission policy, which does not discriminate against any person because of race, national origin, age, sex, or physical handicap.
- l) Assist the City in developing an annual budget in accordance with the City's budget schedule, for approval by the City Commission. Make requests and estimates for materials and repairs to all pool facilities to the Park Director prior to April 1 of each year, for possible inclusion in the next year's City budget.
- m) Provide for the purchase of all other materials not specifically mentioned in this agreement, and provide for the necessary manpower for minor structural building and pool repairs. "Minor" structural building and pool repairs shall mean any repair less than \$500.00.
- n) Provide and pay for any telephone service for all public swimming pools.
- o) Provide concessions at all pools to a level deemed appropriate by the Superintendent of the Hays Recreation.
- p) Create and maintain management practices that create a friendly and cordial atmosphere for the mutual enjoyment of all citizens.

II. City agrees to:

- a) Furnish such equipment it deems necessary for use by the Contractor in providing the services herein described.
- b) Provide and pay for major structural repairs to all pools dealing with plumbing, filtering, electrical, or mechanical equipment. "Major" structural repairs shall include any repair in excess of \$500.00. Such "Major" repairs must be authorized by the Park Director of the City and follow City Purchasing Policy.
- c) Provide and pay for needed materials and equipment such as swimming pool ladders, paint, paint supplies, guard stands, diving boards, etc.
- d) Pay all electric and gas utility costs for all pools.
- e) Provide for water and sewage services at all pools as well as all water sanitation chemicals for all pools.
- f) Provide sanitation during the off-season months.
- g) Provide that all pools are in good sound mechanical condition and are in compliance with the Americans with Disabilities Act (ADA) prior to the opening of each pool season.

III. Both parties agree:

- a) The City shall have at all times control of all pool premises and access to the same.
- b) The City Park Director and the City Manager or designee shall be the principal contacts for overseeing this agreement. The Superintendent of the Hays Recreation Commission shall be the principal contact for the Contractor in administering this agreement.

IV. Contract term:

- a) This agreement shall be in force for a five (5) year period beginning January 1, 2007, through December 31, 2011, unless terminated by either party by giving notice to the other at least 60 days prior to February 1 for the ensuing summer season. It is understood that an evaluation of the previous year's services shall be conducted by both parties. This evaluation shall be reviewed by both parties and may be used as a basis for modification of the following year. All modifications of this agreement must be done by mutual consent. Unless otherwise stipulated in other sections, this agreement shall be automatically renewed for five (5) years, unless either party notifies the other of its intention to renegotiate the lease at least one hundred twenty (120) days prior to the termination of the primary term of this lease or any extension thereof.

V. Compensation:

In consideration for operating and maintaining pools in the manner described in this agreement, the City and Contractor agree to the following financial terms:

After financial reports are compiled as described in the agreement, any operating loss or surplus incurred by the Contractor will be shared on a 50% City – 50% Contractor basis as long as the Contractor's portion of the loss does not exceed \$26,000.

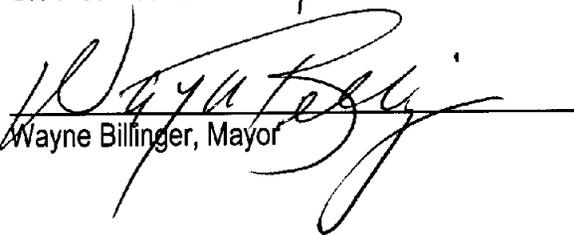
Contractor shall have the option to request early partial payment if expenses over revenue for the pools cause a cash flow shortage.

VI. Annual Appropriation:

- a) This agreement is subject to annual appropriations of the City and/or Contractor.

IN WITNESS WHEREOF, both parties have executed this contract this 14<sup>th</sup> day of September, 2006.

CITY OF HAYS



Wayne Billinger, Mayor

ATTEST:



Mark Loughry, Director of Finance/City Clerk

CONTRACTOR  
HAYS RECREATION COMMISSION



Mark Junk, Chairman

November 23, 2016

Mr. Toby Dougherty  
Hays City Manager  
1507 Main  
Hays, Kansas 67601

Dear Toby:

Enclosed you will find a Year to Date financial statement with regard to the Bickle/Schmidt Sports Complex for 2016. In the fifth full year of operation at the complex the Hays Recreation Commission had a profit of \$32,391.88.

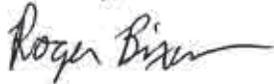
Included are the youth and adult recreational and tournament participation numbers for games played, team participation and estimated spectators for 2016. We did host our 3rd Annual Field of Dreams Soccer Tournament at the complex in conjunction with the Hays Soccer Club. We also added the Men's E-state tournament in August. Teams were very complimentary of our complex. Our goal every year will be to increase the number of teams coming to the complex. Our participation numbers did increase by almost 1,200 participants in 2016 from 2015.

We are looking forward to continued growth in 2017. We will be hosting a variety of USSSA, ASA and Hap-Dumont tournaments in 2017. We will again be home to the 14&Under Hap-Dumont State Tournament as well as the 14&Under ASA Girls Softball State Championships and Men's USSSA Conference tournaments.

We continue to receive positive comments from out of town teams and hear how impressed they are with the facility. AJ Preisner and his staff did an outstanding job of recruiting teams and making the experience a positive one for all teams involved. And compliments to Jake Helget and his crew who strive to make sure the complex looks outstanding each and every day.

If I can be of any service to you after your review of the enclosed information, please do not hesitate to contact me.

Sincerely,



Roger Bixenman CPRP

**Hays Recreation Commission  
Summary of Bickle/Schmidt Sports  
Complex for 2016**

Report to the City of Hays for the 2016 Bickle/Schmidt Sports Complex

<b>HRC Revenue</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Adult Softball Tournaments	3,730.00	5,933.00	4,950.00	2,920.00
Adult Softball Leagues	19,950.00	20,675.00	22,610.00	22,720.00
Coed Softball Leagues	8,277.00	7,200.00	8,465.00	6,187.00
Concessions	58,932.50	58,214.73	65,710.34	74,272.17
Corporate Sponsorships	600.00	3,400.00	9,359.89	10,584.50
Facility Rental	16,545.75	4,447.50	9,647.00	10,877.28
Instructional T-ball	4,500.00	5,772.50	5,332.50	5,485.00
Miscellaneous Income	-	3,189.51	233.75	-
Scholarship Revenue	1,110.00	1,500.00	1,500.00	1,500.00
Youth Baseball League Revenue	10,764.50	11,038.00	10,365.00	11,265.00
Youth Baseball Tournaments	12,653.49	23,726.69	24,213.00	35,160.95
Youth Fall Soccer League Revenue	13,650.00	11,270.00	10,665.00	11,254.50
Youth Flag Football League Revenue	9,232.50	7,675.00	9,379.00	8,122.50
Youth Football Tournaments	-	-	-	-
Youth Soccer Tournaments	-	8,811.15	10,500.07	6,767.30
Youth Softball League Revenue	7,457.50	7,545.00	8,582.00	7,792.00
Youth Softball Tournaments	7,840.50	8,040.50	9,031.00	19,127.00
Youth Sports Camps	500.00	500.00	500.00	500.00
Youth Spring Soccer League Revenue	17,692.00	11,560.00	12,222.50	13,482.50
<b>Total Actual Revenue YTD</b>	<b>193,435.74</b>	<b>200,488.58</b>	<b>223,246.05</b>	<b>248,017.68</b>
<b>HRC Direct &amp; Indirect Expenses</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Adult Softball Expense	5,900.00	2,000.00	4,350.00	1,962.83
Adult Softball Salaries	10,823.53	11,250.51	12,323.88	11,684.00
Adult Sports New Equipment	838.58	3,000.00	-	1,472.50
Adult Tournaments Expense	1,010.40	878.55	169.60	355.00
Adult Tournaments Salary	1,988.06	1,824.51	750.13	1,253.74
Advertising	1,970.60	1,337.00	1,490.00	919.00
Brochures and Printing	500.00	-	-	65.83
Coed Softball Expense	300.00	130.00	308.00	237.58
Coed Softball Salary	4,156.75	3,705.78	3,927.50	3,810.00
Concessions Expense	34,976.40	32,940.40	35,794.87	38,383.14
Concessions License	400.00	320.00	320.00	-
Concessions Salary	10,356.19	11,411.92	12,383.09	16,845.91
Equipment and Repairs	928.75	700.54	352.03	1,462.39
Gas and Oil	524.74	597.43	379.97	628.01
Instructional T-Ball Expense	500.00	175.40	355.00	358.26
Instructional T-Ball Salary	305.63	-	256.69	454.46
Maintenance Cleaning	165.66	41.93	192.76	333.80
Maintenance Salaries	28,373.92	20,490.20	12,707.58	12,900.00
Maintenance Supplies	3,276.43	4,396.27	2,775.21	1,793.04
Marking Chalk	3,447.27	4,171.51	2,797.63	2,581.37
Misc. Maintenance Expense	91.56	148.89	942.50	-
New Equipment	44,790.00	13,836.29	5,675.26	6,133.54
NYSCA Expense	150.00	299.00	20.00	60.00
Sponsor Sign Expense	889.79	1,060.00	256.00	2,652.00
Uniforms	383.70	-	-	10.50
Youth Baseball Expense	833.92	3,097.17	3,936.67	3,961.98
Youth Baseball Salaries	4,727.00	4,852.26	5,025.25	5,491.36
Youth Fall Soccer Expense	2,478.15	1,891.16	2,354.02	1,031.61
Youth Fall Soccer Salaries	4,025.00	3,500.93	3,342.75	3,933.39
Youth Flag Football Expense	4,349.41	1,414.50	2,491.73	2,578.10
Youth Flag Football Salaries	3,282.89	3,800.23	5,284.72	3,592.38
Youth Softball Expense	375.93	1,489.97	2,569.71	1,983.28
Youth Softball Salary	4,293.60	3,113.54	2,937.00	2,709.65
Youth Spring Soccer Expense	3,000.45	2,899.33	2,448.39	2,630.56
Youth Spring Soccer Salaries	5,612.50	4,552.00	4,888.35	4,158.76
Youth Scholarship Sports Expense	2,500.00	2,250.00	2,000.00	1,500.00
Youth Sports Camp Expense	250.00	300.00	300.00	300.00
Youth Sports New Equipment	4,000.00	3,500.00	2,000.00	2,500.00
Youth Tournaments Expense	4,479.70	7,199.14	9,068.28	7,396.99
Youth Tournaments Salary	5,428.85	18,194.72	18,449.43	27,875.14
<b>Total Direct Expenses YTD</b>	<b>206,685.36</b>	<b>176,771.08</b>	<b>165,624.00</b>	<b>178,000.10</b>
<b>HRC Administrative Expenses</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Complex Director Salary 2/3 Time	0	0	29,479.00	30,352.61
Workers Compensation	933.79	1,144.39	1,296.36	840.82
FICA	6,378.10	6,632.27	8,549.29	6,432.27
<b>Total Administrative Expenses YTD</b>	<b>7,311.89</b>	<b>7,776.66</b>	<b>39,324.65</b>	<b>37,625.70</b>
<b>Total Expenses Year to Date</b>	<b>213,997.25</b>	<b>184,547.74</b>	<b>204,948.65</b>	<b>215,625.80</b>
<b>Revenue Over/(Under) Expenses as of 11-16-2016</b>	<b>(20,561.51)</b>	<b>15,940.84</b>	<b>18,297.40</b>	<b>32,391.88</b>

**HRC League Play 2016**

Sport	Games Played	Teams	Participants
Youth Spring Soccer	206	66	501
Youth Fall Soccer	181	60	480
Pee Wee Soccer Spring	-	-	71
Pee Wee Soccer Fall	-	-	60
Soccer Camps	-	-	-
<b>Total</b>	<b>387</b>	<b>126</b>	<b>1,112</b>
Youth Spring Flag Football	48	16	132
Youth Fall Flag Football	63	21	168
Punt Pass & Kick Competition	-	-	16
<b>Total</b>	<b>111</b>	<b>37</b>	<b>316</b>
Baseball/Softball/T-ball Opening Night (May 25th)			1,200
Youth Baseball	163	31	376
Youth Softball	122	25	300
Instructional T-ball	54	18	220
Sunflower League Games	16	16	208
Baseball/Softball Traveling Teams	28	28	364
<b>Total 2016</b>	<b>383</b>	<b>118</b>	<b>2,668</b>

Adult Softball Summer	454	45	585
Coed Softball Fall	147	21	273
Men's Fall	70	10	130
<b>Total</b>	<b>671</b>	<b>76</b>	<b>988</b>

<b>Recreation League Totals</b>	<b>1,552</b>	<b>357</b>	<b>5,084</b>
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Tournaments 2016	Games Played	Teams	Participants
<b>Youth Softball</b>			
ASA HRC 19th Annual Fastpitch Tournament (June 4th & 5th)	86	45	585
ASA 14&U State (July 9th-10th)	65	25	325
<b>Total</b>	<b>151</b>	<b>70</b>	<b>910</b>
<b>Youth Baseball</b>			
Hays Eagles Tourney (April 23rd & 24th)	70	28	364
NBC Points Tourney (May 7th-8th)	63	32	416
Dusty Dreher Round Robin (May 21st)	21	12	156
NBC Featured Points (June 18th-19th)	82	38	494
14&U Hap Dumont State (July 8th-10th)	25	13	169
<b>Total</b>	<b>261</b>	<b>123</b>	<b>1,599</b>
<b>Youth Soccer</b>			
Field Of Dreams Soccer Tournament (Sept. 17th-18th)	40	23	276
<b>Adult Softball</b>			
Snowball Coed (March 12)	15	8	104
Danny Schyler Memorial USSSA D&E (April 9th)	8	4	52
Pre-Season Softball Tournament (HRC May 21st)	38	20	260
Midwest Conference Tourney (May 25th)	25	11	143
Midwest Conference Tourney (June 28th)	25	11	143
Post-Season HRC League Tourney (August 6th & 7th)	37	19	247
Men's E-State USSSA Softball Tourney (August 12th & 13th)	53	23	299
Pre-Season HRC Coed Softball Tourney (August 27th-28th)	19	10	130
Western KS Classic (September 10th)	22	10	130
<b>Total</b>	<b>242</b>	<b>116</b>	<b>1,508</b>

<b>Tournament Totals</b>	<b>694</b>	<b>332</b>	<b>4,293</b>
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Other Sports and Activities	Games Played	Teams	Participants
Travis Watson Coed Tournament (March 5th)	12	6	78
FHSU Softball Intramurals	347	24	312
HHS Soccer-Girls	17	34	442
TMP Soccer-Girls	14	28	364
TMP Soccer-Boys	5	10	130
Middle School Soccer	12	24	312
Regional Hays High Softball	3	4	60
FHSU Flag Football Intramurals	84	9	90
Voice for Cancer Softball Tournament	17	6	78
<b>Total</b>	<b>511</b>	<b>145</b>	<b>1,866</b>

<b>Overall Totals</b>	<b>2,757</b>	<b>834</b>	<b>11,243</b>
Spectators			134,113

**HRC/CITY OF HAYS BICKLE-SCHMIDT SPORTS COMPLEX  
FACILITIES AGREEMENT**

This Agreement made and entered into on this 9<sup>th</sup> day of November, 2010, by and between the City of Hays, Kansas, a municipal corporation hereinafter referred to as "City" and the Hays Recreation Commission, a public agency hereinafter referred to as "HRC".

WHEREAS; the City of Hays Parks Department is solely responsible for maintaining the Bickle-Schmidt Sports Complex; and

WHEREAS; the City does not have all the resources necessary to groom and maintain infields at the Bickle-Schmidt Sports Complex adequately to accommodate the needs of the HRC; and

WHEREAS; the HRC, in exchange for scheduling privileges and other considerations, desires to provide additional services to make the Bickle-Schmidt Sports Complex more usable on a routine basis.

NOW WITNESS THE FOLLOWING:

**I. SCHEDULING AND USE OF THE BICKLE-SCHMIDT SPORTS COMPLEX.**

The HRC shall have exclusive rights to schedule and use the Bickle-Schmidt Sports Complex for soccer, baseball, softball, football, etc. Such scheduling shall include all practices and games for HRC/Non-HRC activities.

**The City further agrees to:**

1. Provide and pay for all routine facility repairs excluding repairs caused by negligence of/by Hays Recreation Commission staff or their contractors.
2. Provide and pay for all utilities for the Bickle-Schmidt Sports Complex, including but not limited to, sewer, water, electricity/natural gas and phone services for the maintenance building only.
3. Provide daily trash pickup of all facilities excluding weekends and holidays.
4. Provide for all maintenance activities at the Bickle-Schmidt Sports Complex excluding routine dragging, striping and base setting on the infields.
5. Consider other capital improvements as part of the regular City budget.

**The Recreation Commission agrees to:**

1. Keep all areas used by the Recreation Commission free from trash and debris during weekends and city holiday events. Such areas shall include, but not be limited to, the following: bleachers, restrooms, dugouts, infields, outfields and soccer fields.
2. Provide for dragging and packing of infield areas and maintenance and replacement of base pads.
3. Line, stripe, and otherwise mark all fields as needed for play.
4. Schedule all recreational activities at the Bickle-Schmidt Sports Complex as requested/necessary for HRC programs or by individuals and organizations.
5. Provide and pay for telephone services at necessary locations excluding the maintenance building.
5. Operate concession stands at the Bickle-Schmidt Sports Complex. The HRC shall have the authority to negotiate a lease agreement with any organization to operate the concession stands. All such agreements shall be in compliance with City of Hays and HRC ethics codes.
6. HRC shall have the authority to negotiate advertising with businesses for the facility as long as the advertising is not that of a direct competitor of the businesses that have paid for the naming rights within the named areas.
7. Submit in writing a list of all capital improvements, including description and costs, for consideration in the regular City budget by April 1<sup>st</sup> of each year.
8. Provide the City adequate records of all receipts from admissions, rentals, and concessions along with all expenses for baseball, softball, soccer, and football programs (both direct and indirect) and provide the City a full, complete, and itemized accounting of said receipts and expenses by December 1<sup>st</sup> of each year.

**II. IMPROVEMENTS AND ADDITIONS TO THE BICKLE-SCHMIDT SPORTS COMPLEX:**

All desired improvements/additions to the Bickle-Schmidt Sports Complex must be approved by City staff and may require City Commission approval.

III. **EQUIPMENT**

Maintenance building at the Bickle-Schmidt Sports Complex shall be available for joint use by both parties. Use of equipment shall be available with prior approval of party to which the equipment belongs.

IV. **COMPENSATION**

The Hays Recreation Commission and the Hays City Commission agree to conduct a joint meeting to discuss the financial profit/loss of the facility for the year including the disbursement of funds as needed or as agreed upon by both parties.

V. **CONTRACT TERMS**

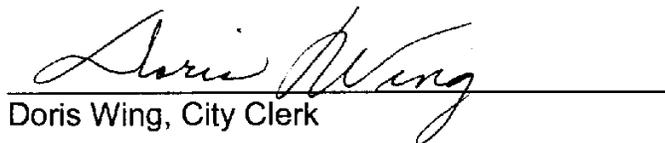
This agreement will remain in effect for a three (3) year period beginning January 1, 2011 through December 31, 2013 unless either party gives 60 days written notice to the other party of the intention to terminate or renegotiate the agreement. All terms of this agreement are subject to annual appropriation of funds by the Hays City Commission and the Hays Recreation Commission. Unless otherwise stipulated in other sections, this agreement shall be automatically renewed for five (5) years, unless either party notifies the other of its intention to renegotiate the lease at least one hundred twenty (120) days prior to the termination of the primary term of this lease or any extension thereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly and properly executed as of the day and date first written above.

THE CITY OF HAYS

  
Barbara K. Wasinger, Mayor of Hays

ATTEST:

  
Doris Wing, City Clerk

HAYS RECREATION COMMISSION

  
Lynn Maska, Chairman

# **Commission Work Session Agenda**

## **Memo**

**From:** Chad Ruder, Director of Information Technology

**Work Session:** December 15, 2016

**Subject:** Wastewater and Parks Fiber Network Connections

**Person(s) Responsible:** Chad Ruder, Director of Information Technology

### **Summary**

The computer network connections for Wastewater and Parks are currently being provided by aged wireless connections that are not designed for current usage. The new Wastewater Treatment Plant will require a fiber optic connection. The best long term solution to provide adequate speed and reliability to these two facilities is to connect each location to City Hall via high speed dedicated fiber optic cabling. City Staff recommends approval to authorize the City Manager to enter into an agreement with Nex-tech in the amount of \$70,435 for fiber optic cabling services for the Wastewater Treatment Plant and the Parks Department. Funding for this project will include \$55,475 from the Sewer Capital Reserves Fund and \$14,960 from the Special Park and Recreation Budget.

### **Background**

The Wastewater Treatment Plant and the Parks Department currently operate on an aging wireless system that is not designed for current usage. One of the goals of the Wastewater Treatment Plant remodel is to increase the speed and reliability of their data network connection and to provide a solid and segregated connection back to the Water Treatment plant for their various monitoring systems. This can be accomplished via our established progression of connecting City buildings to City Hall via high speed dedicated fiber optic cabling. This process started in 1996 for Police, Water and Public Works and in 2012 for the Convention and Visitors Bureau. The installation of the necessary fiber optic cabling to the Wastewater Plant also provides an opportunity to extend this connection to the Parks Department so that they may take advantage of the increased speed and reliability as well.

### **Discussion**

Staff solicited proposals for a turnkey fiber optic connection from the Wastewater Treatment Plant to City Hall to connect to our core infrastructure. It was also noted that the Parks Department was to be considered due to the proximity of the facility. The City received the following proposals:

Nex-tech (12 strand purchase)	\$70,435
Eagle Communications (2 strand purchase)	\$130,000
Eagle Communications (6 strand purchase)	\$216,000

The reliability and speed increase of the fiber optic connection will result in the following improvements based on recent comparison:

- 10MB File Copy to a Network Drive 0:08 VS 1:26
- Larger PDF – Full Map Render 0:24 VS 9:38

For comparison, there are also 10 years of advancements in wireless technologies available. In real word scenarios however one can expect about half the speed of fiber on a consistent basis and a hardware refresh of 5 to 7 years as opposed to 20+ years with fiber. This is in addition to tower maintenance, wind and ice signal loss, and wireless interference and security concerns. Factors such as these along with our past experiences with fiber optic connections make the fiber the recommended solution.

### **Legal Consideration**

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

### **Financial Consideration**

The recommended proposal from Nex-tech meets all requirements to successfully provide fiber optic cabling services for the Wastewater Plant and Parks Department. The proposal amount of \$70,435 will be funded using \$55,475 from the Sewer Capital Reserves Fund and \$14,960 from the Special Park and Recreation Budget.

### **Options**

The City Commission has the following options:

1. Continue with the current wireless connections
2. Purchase fiber connectivity for current needs and future growth
3. Provide Further Direction

### **Recommendation**

City Staff recommends approval to authorize the City Manager to enter into an agreement with Nex-tech in the amount of \$70,435 for fiber Optic cabling services for the Wastewater Treatment Plant and the Parks Department. Funding for this project will include \$55,475 from the Sewer Capital Reserves Fund and \$14,960 from the Special Park and Recreation Budget.

### **Action Requested**

Approval to authorize the City Manager to enter into an agreement with Nex-tech in the amount of \$70,435 for fiber optic cabling services for the Wastewater Treatment Plant and the Parks Department. Funding for this project will include \$55,475 from the Sewer Capital Reserves Fund and \$14,960 from the Special Park and Recreation Budget

### **Supporting Documentation**

Fiber Optic Connection Request for Proposal and Responses

***City of Hays***  
***Request for Proposal***

***Wastewater Treatment Plant Fiber Connectivity***

***Date of Issue: 3-15-2016***

***Proposal Due Date: 4-12-2016***

CITY OF HAYS, KANSAS

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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.

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### ***Introduction***

The City of Hays is requesting proposals from companies interested in providing equipment, installation and services for **Fiber optic network connectivity from City Hall to our remodeled Wastewater Treatment Plant.** This project is intended to replace our existing means of providing services for the affected areas if applicable. Proposals will be accepted **until 3:00 p.m. local time, Tuesday April 12<sup>th</sup>, 2016** at the Finance Office located at 1507 Main St., P.O. Box 490, Hays, KS 67601.

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

The proposal should clearly demonstrate how the vendor can best satisfy the requirements of the City of Hays. The City of Hays shall reserve the right to award the purchase order which is most advantageous to the City of Hays.

### ***Rules of Preparation***

The submitted proposals must follow the rules and format established within 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.

### ***Vendor Inquiries***

The Information Technology Department of the City of Hays has prepared this RFP and has designated I.T. Director Chad Ruder as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to the project manager.

- Chad Ruder, IT Director
- City of Hays IT Department
- PO Box 490
- Hays, Kansas 67601
- (785) 628-7390 office
- (785) 621-2005 fax
- [cruder@haysusa.com](mailto:cruder@haysusa.com)

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

### ***Submission of Proposals***

Please prepare and submit one (1) original and two (2) copies of the proposal. Completed proposals should be **sealed and clearly marked "Wastewater Treatment Plant Fiber Connectivity" in bold or highlighted text with strict instructions not to open until the due date** and be submitted to the Finance Director by the due date.

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

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

### ***Notification of Withdrawal of Proposal***

Proposals may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for proposal submission. Otherwise, proposals will be considered valid for at least 60 days from the opening date. Submitted proposals will become the property of the City of Hays after the proposal submission deadline.

### ***Minimum Specifications and Scope of Project***

The contractor shall provide software and hardware products and services to the City of Hays in accordance with the term of this RFP and the successful contractor proposal. The contractor will provide products or services only upon the issuance and acceptance by contractor of a purchase order. The contractor shall accept all valid purchase orders.

The City of Hays I.T. Department is seeking proposals to provide high speed network activity between City Hall and the remodeled Wastewater Treatment Plant via fiber optic connection. There will also be a relay of data for part of this project to our Water Treatment facility utilizing fiber currently in place between City Hall and the Water Treatment facility.

The following is for informational use only to prepare the proposal and shall not be considered an estimate or complete projection of current or future needs. It is the vendors' responsibility to ensure that they understand the needs of the City of Hays via communication with the I.T. Director. A site visit **IS REQUIRED** for this project prior to RFP submission. To schedule a site visit, contact Chad Ruder in the City of Hays IT Department, 785-628-7390 or [cruder@haysusa.com](mailto:cruder@haysusa.com).

Include all equipment, installation, line pulls, configuration, and training needed for this project to be a success and a "turnkey" event.

Minimum specifications include:

A dark fiber connection from the City Hall data center to the remodeled Wastewater Treatment Plant data center. The location of the future remodeled data center is included in this document. It is our preference that this fiber run has a connection point near our Parks Department facility at 1546 Hwy 40 Bypass to allow for inclusion of that facility in the future.

(Please list separately a proposal for 2, 3, 4, and 6 fiber strand connections)

This fiber connection will be owned, not rented or leased, by the City of Hays

(Please note any stipulations regarding repair if this will be part of an existing run. Please also note hourly repair costs and what the City would be responsible for if damage occurs to more than just our strands. If no information is provided it is assumed that the repair will be covered and not the City's responsibility)

Monthly leased dark fiber connections will also be evaluated, but the preference of this project is to obtain fiber owned by the City. For monthly proposals, all termination and media converters must be included similar to the City owned proposals

Fiber must be brought to and terminated to the location of our choice.

Ethernet converters must be included in this proposal to connect these fiber runs to existing City switches via Cat 5 network cables. Please note the expected speed of the connection and connecting equipment based on the length of the fiber run. The minimum speed between City Hall and the Wastewater Treatment

plant should be 1 Gigabit. 1 Extra pair of converters should be included for each strand to be used as hot spare replacements.

In addition to the core connections terminated at both ends of the Wastewater Treatment Plant and City Hall data centers, one of the strands must jumper to an existing multimode fiber run terminated in the City Hall data center to carry traffic from the Wastewater Treatment plant, through City Hall, to an existing termination at our Water Treatment plant. This will be for a segregated SCADA network. Similar to the other fibers, there needs to be media converters on each end capable of plugging into existing City switches via Cat 5 network cables. Due to the fact that this is multi-mode fiber, a site visit is required to examine what will be needed to accomplish this "bypass" through City Hall for that particular connection. This existing multi-mode fiber has been idle for an extended period of time, therefore a quality check of that existing connection must also be performed.

The remodeled Wastewater Treatment Plant (WWTP) Office Addition will not be completed at the time of the installation of the dark fiber connection. The fiber optic connection at the WWTP will be terminated at a patch panel within the future Office Addition (see attached aerial image for approximate location). The WWTP SCADA network will not be connected to the data center for testing of the new fiber optic network at the time that this installation is completed. Acceptance testing and all necessary equipment to perform testing of the fiber optic network shall be provided. Perform inspections on tests per TIA/EIA/ANSI 455-78-B, including:

- a. Optional time domain reflectometer test
- b. Power attenuation test
- c. Gain margin test

This project shall be completed within 180 days of the Notice to Proceed.

A detailed list of what items will be provided by the proposer and what items are required by the City of Hays to make this project operational should be included in this proposal

A detailed list of warranty terms for all items should also be included in the proposal along with any pertinent documentation regarding the project plans, addressing, configurations, reference manuals and cable paths.

All permits and rights of way are the responsibility of the vendor

All travel, setup, configuration, and training is to be included

The company shall be fully qualified and licensed to provide installation and training for these services.

All products provided under the terms of this contract shall be new and free from defects in material and workmanship.

This shall not be an exclusive contract with the vendor for service and products. The City of Hays reserves the right to purchase like services or products from another vendor.

It is the vendor's responsibility to clearly list any exclusions to the minimum requirements listed above that they cannot meet. The vendor must also list anything that the City will need to provide in order to make this project a success.

This does not guarantee a specific quantity of business. Purchases are to be made only as authorized by a Purchase Order issued by the City of Hays. This is not an exclusive contract.

### **Contractual Obligations**

The successful vendor will be required to accept a purchase order from the City of Hays in which the vendor 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 final purchase order with the selected vendor.

*Insurance* - The successful vendor shall maintain and shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

*Costs* - All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor 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.

### **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 vendor, all or part of any proposal that is in the best interest of the City.

### **Evaluations**

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Hays at the lowest possible cost. The I.T. Director will determine if a testing period is required for this project before a purchase order will be issued.

**Testing period required for this project? NO**

**If so, length of testing period: N/A**

### **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.

### **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 City of Hays, IT Director, Chad Ruder.

### **Proposal Response Format**

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposal in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal documents in response to the RFP in a sealed envelope. Vendors whose proposals deviate from these instructions may be considered nonresponsive and may be disqualified at the discretion of the City of Hays.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor'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 vendor'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.

*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 vendor's sample agreements initially and for ongoing maintenance and/or support. This section is intended to form the basis for the development of a purchase order to be awarded as a result of the RFP.

*Cost Quotations* - All costs must be itemized and included in this section. **Vendors must also complete the final page of this RFP document to be used as an additional summary document.**

### **Confidentiality of Documents**

All responses to the RFP submitted by vendors 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 vendor. 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.

### **Legal Notice**

The City of Hays reserves the right to reject any and all proposals and waive any or all technicalities, as determined by the City Manager of the City of Hays.

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 vendor 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, marital status, physical handicap, or medical condition, in violation of any federal or state 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."

# City of Hays

## Information Technology Department

Chad Ruder, I.T. Director  
P.O. Box 490  
1507 Main St.  
Hays, KS 67601-0490

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Telephone (785) 628-7390

Fax (785) 621-2005

### **Wastewater Treatment Plant Fiber Connectivity**

#### **SUMMARY PROPOSAL FORM**

Company \_\_\_\_\_

Representative \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number (        ) \_\_\_\_\_

Please list all exceptions to the items noted in this document:

\_\_\_\_\_

\_\_\_\_\_

PLEASE USE ADDITIONAL PAGES IF NECESSARY -- (ARE ADDITIONAL PAGES INCLUDED? YES \_\_\_\_\_ NO \_\_\_\_\_)

I have reviewed and will fulfill the requirements regarding City Contracts described in this document:

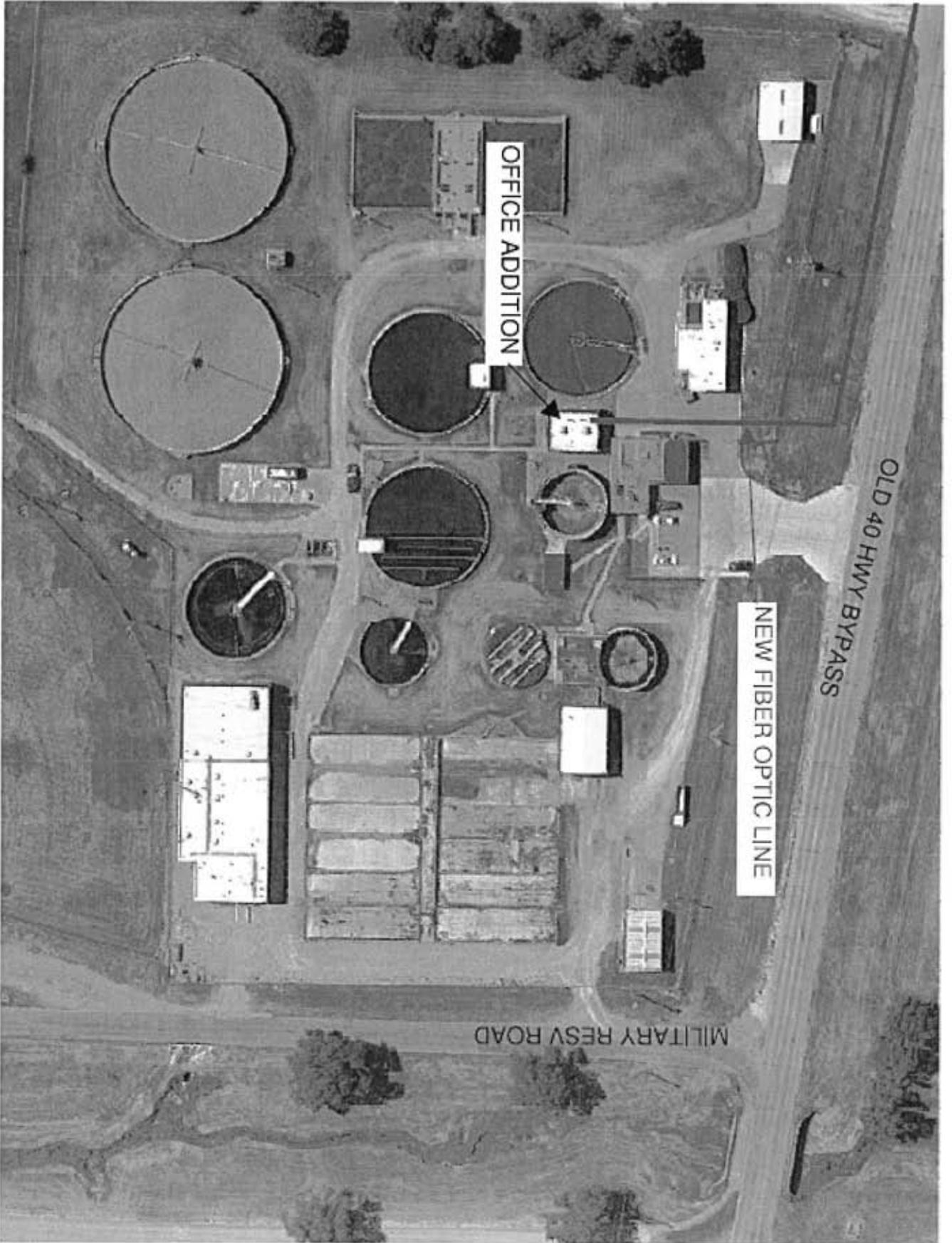
Yes \_\_\_\_\_ No \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_ (FOR MULTIPLE OPTION PROPOSALS PLEASE USE THE NEXT PAGE)

Proposal Description: \_\_\_\_\_

Proposal Total: \$\_\_\_\_\_





# Business IT Solutions

## City of Hays Wastewater Treatment Plant Fiber Connectivity

April 8, 2016

**Presented to:**  
Chad Ruder  
IT Director  
1507 Main St  
Hays, KS 67601  
785-628-7390  
cruder@haysusa.com

**Presented by:**  
Amanda Rohleder  
Business Account Rep  
2418 Vine St  
Hays, KS 67601  
785-621-2711  
arohleder@nex-tech.com

[NEX-TECH.COM/BUSINESS](http://NEX-TECH.COM/BUSINESS)





# Business IT Solutions

## Executive Summary:

Nex-Tech proposes to provide the City of Hays with high speed network activity between City Hall and the remodeled Wastewater Treatment Plant via fiber optic connection.

## Company Background:

Nex-Tech, Inc. is a Kansas corporation and wholly-owned subsidiary of Rural Telephone Service Co., Inc. (Lenora, Kansas), a progressive, consumer-focused telephone cooperative and leader in the telecommunications industry since 1951. Rural Telephone serves more than 9,300 access lines within 39 exchanges spanning 17 counties, and implemented the nation's first community-wide Fiber-To-The-Premise (FTTP) deployment in Hill City, Kansas, in 1996. Rural Telephone provides broadband Internet access to all of its 39 exchanges and to more than 80% of its access lines. Rural Telephone has annual revenues exceeding \$49 million.

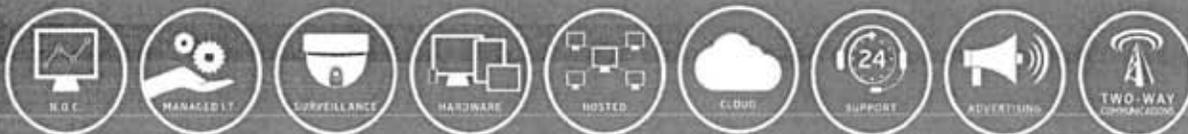
Nex-Tech is certified with the State of Kansas to provide Competitive Local Exchange Carrier (CLEC) services, and currently serves more than 11,900 access lines across 14 communities in central and western Kansas. In addition to its CLEC services, Nex-Tech serves more than 24,000 long distance access lines; more than 24,300 high-speed Internet subscribers; and more than 14,200 video subscribers. Nex-Tech is a financially stable company with annual revenues exceeding \$50 million.

Nex-Tech connects thousands of people and businesses through a robust broadband network and cutting-edge technology. Nex-Tech's powerful Fiber-To-The-Premise technology delivers the highest quality Internet, with speeds up to 1 Gig, Digital TV, home security, and local and long distance phone service. Nex-Tech also provides an array of enterprise IT solutions including cloud services, Hosted PBX, network security, physical security and surveillance, a 24-hour Network Operations Center, Help Desk services, managed services and assistance with CALEA regulations to business clients nationwide. Nex-Tech focuses on providing the best technology and support with the best people. With stores in more than 20 locations, a full-service Help Desk and 24-hour Network Operations Center, Nex-Tech customers are ensured unsurpassed technology and support. Headquartered in Lenora, Kansas, Nex-Tech has been delivering exceptional service for more than 60 years.

With a commitment to accountability, a Board of Trustees oversees both Rural Telephone and Nex-Tech. The nine Trustees are community members elected by members of the cooperative and committed to meeting the service area's needs in a sustainable manner. Under the Board's authority, CEO/General Manager, Jimmy Todd, is responsible for all business operations. He assembled an executive team including Nex-Tech COO Mike Pollock and CFO Rhonda Goddard that understands the area's telecommunications needs and has consistently focused on local service and leading-edge technology.

Together, Rural Telephone and Nex-Tech employ more than 300 professionals throughout 21 offices.

→ [NEX-TECH.COM/BUSINESS](http://NEX-TECH.COM/BUSINESS)



## Responses to Functional Requirements:

Nex-Tech will build a new 12 strand fiber connection from the City Hall data center to the Wastewater Treatment Plant data center that will provide a minimum speed of 1 Gigabit.

Nex-Tech proposes a Purchase and a Lease option of the new fiber build.

1. Purchase Proposal is for the entire 12 strand connection only, in which the City of Hays will take full ownership and responsibility upon completion.
  - a. Maintenance, repairs, locates, etc. will be the responsibility of the City of Hays.
  - b. Locates and repair costs will be billed at \$275 per hour with no assumed response times.
  - c. An annual maintenance option is available, if requested, otherwise no warranty terms apply.
2. Lease Proposal is broken out in 2, 4, and 6 strand options. No 3 strand option available.
  - a. Maintenance, repairs, and locates are included, and priority response times will apply.
  - b. All lease options hold a 60 month term.
  - c. No other warranty terms apply.

The new fiber connection does not include a connection point near the Parks Department facility as preferred.

Nex-Tech will provide all hardware and labor necessary, including fiber, attachment hardware, fiber panels, electronics, and termination and testing; to make it a fully functional fiber connection.

## Client References:

USD 331 Kingman Schools  
Dennis Albright  
Technology Coordinator  
(620) 532-3134

Hays Medical Center  
Alan Wamser  
IT Manager  
(785) 623-5392

USD 234 Fort Scott  
Stephen Mitchell  
Systems Admin  
(620)223-0800

## Contract Terms & Conditions:

Unless prior arrangements are made on sales tax and shipping. . . Actual SALES TAX and SHIPPING costs will be applied to your final invoice. A monthly charge of 1.5% is applied to all past due accounts. Minimum late charge of \$3.00. Please note, (a.) circumstances may occur beyond Nex-Tech's control and management, causing the investments presented to change, however, the investments presented above are valid for thirty (30) days from the above date. (b.) Representation is pursuant to a valid and current Nex-Tech term and condition agreement being on file. (c.) Opened packages are non-allowable returns. (d) Restocking, when permissible, may be subject to reasonable restocking fees. (e.) At no time will Nex-Tech be liable for any lost work, productivity, or data.

→ [NEX-TECH.COM/BUSINESS](http://NEX-TECH.COM/BUSINESS)





# Business IT Solutions

## Cost Quotations:

Fiber Connection Purchase Proposal:

Construction Costs	\$ 45,455.00
Right of Way, Easements, Pole Attachments, etc.	\$ 6,250.00
Media Converters <i>(including extra set for hot spare replacements)</i>	\$ 3,770.00
<b>Total Purchase Investment</b>	<b>\$ 55,475.00</b>

Fiber Connection Lease Proposal:

2 Strand Fiber Connection

Monthly Price	\$ 1,450.00
Lease Contract Term	60 Months
<b>Total 2 Strand Lease Investment</b>	<b>\$ 87,000.00</b>

4 Strand Fiber Connection

Monthly Price	\$ 2,900.00
Lease Contract Term	60 Months
<b>Total 4 Strand Lease Investment</b>	<b>\$ 174,000.00</b>

6 Strand Fiber Connection

Monthly Price	\$ 4,350.00
Lease Contract Term	60 Months
<b>Total 6 Strand Lease Investment</b>	<b>\$ 261,000.00</b>

**Acceptance:** \_\_\_\_\_

X \_\_\_\_\_  
Authorized Signature / City of Hays

X \_\_\_\_\_  
Authorized Signature / Nex-Tech

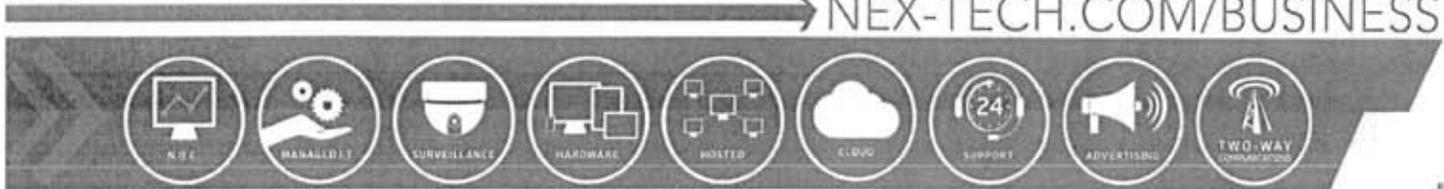
X \_\_\_\_\_  
Authorized Print / City of Hays

X Amanda Rohleder  
Authorized Print / Nex-Tech

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

→ [NEX-TECH.COM/BUSINESS](http://NEX-TECH.COM/BUSINESS)



# City of Hays

## Information Technology Department

Chad Ruder, I.T. Director  
P.O. Box 490  
1507 Main St.

Hays, KS 67601-0490

Telephone (785) 628-7390

Fax (785) 621-2005

### Wastewater Treatment Plant Fiber Connectivity

#### SUMMARY PROPOSAL FORM

Company Nex-Tech, Inc.  
Representative Amanda Rohleder  
Address 2418 Vine St.  
Hays, KS 67601

Telephone Number (785) 621-2711

Please list all exceptions to the items noted in this document:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE USE ADDITIONAL PAGES IF NECESSARY - (ARE ADDITIONAL PAGES INCLUDED? YES \_\_\_\_\_ NO \_\_\_\_\_)

I have reviewed and will fulfill the requirements regarding City Contracts described in this document:

Yes  No

Representative Signature: Amanda Rohleder Date: 4/8/10

Proposal Total: \$ 55,475.00 (FOR MULTIPLE OPTION PROPOSALS PLEASE USE THE NEXT PAGE)

Fiber Connection Purchase

12 strand connection  
Above or underground? - Both  
Route? - Any options for Parks?  
Do we have the option for heaters?  
Can we train price with loss converters?

Proposal Description: 2 Strand Lease - 60 month Term

Proposal Total: \$ 87,000.00      1,450 / month

Proposal Description: 4 Strand Lease - 60 Month Term

Proposal Total: \$ 174,000.00      2,900 / month

Proposal Description: 6 Strand Lease - 60 Month Term

Proposal Total: \$ 261,000.00      4,350 / month

Proposal Description: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_

Proposal Description: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_

Proposal Description: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_



# Business IT Solutions

City of Hays  
Investment Proposal  
New Fiber Construction  
June 13, 2016

### Solution Scope

Nex-Tech proposes to provide the City of Hays with a high speed network activity between the Wastewater Treatment Plant and the Parks Department via fiber optic connection, in which the City of Hays will take full ownership and responsibility upon completion of construction. This proposal includes construction costs, right of ways, easements, and media converters. Nex-Tech will provide all hardware and labor necessary, including fiber, attachment hardware, fiber panels, electronics, and termination and testing; to make it a fully functional fiber connection.

12 Strand Fiber Connection Purchase                      \$ 14,960.00

- Locates and repair costs will be billed at \$275 per hour with no assumed response times.
- An annual maintenance option is available, if requested, otherwise no warranty terms apply.

### Contract Terms & Conditions

Unless prior arrangements are made on sales tax and shipping. . . Actual SALES TAX and SHIPPING costs will be applied to your final invoice. A monthly charge of 1.5% is applied to all past due accounts. Minimum late charge of \$3.00. Please note, (a.) circumstances may occur beyond Nex-Tech’s control and management, causing the investments presented to change, however, the investments presented above are valid for sixty (60) days from the above date. (b.) Representation is pursuant to a valid and current Nex-Tech term and condition agreement being on file. (c.) Opened packages are non-allowable returns. (d) Restocking, when permissible, may be subject to reasonable restocking fees. (e.) At no time will Nex-Tech be liable for any lost work, productivity, or data.

### Acceptance:

---

X \_\_\_\_\_  
Authorized Signature / City of Hays

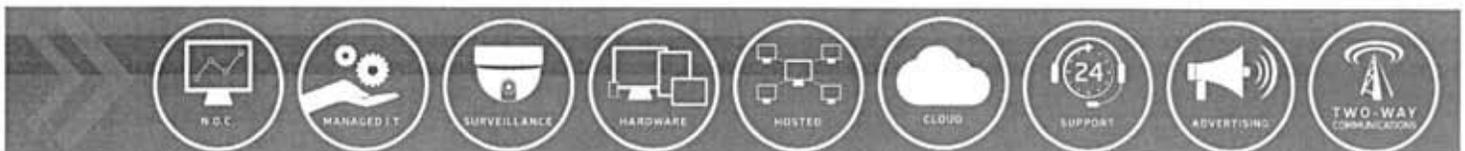
X \_\_\_\_\_  
Authorized Signature / Nex-Tech

X \_\_\_\_\_  
Authorized Print / City of Hays

X Amanda Rohleder  
Authorized Print / Nex-Tech

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date



**Proposal for Communication Services**

***City of Hays***  
***“Wastewater Treatment Plant Fiber Connectivity”***

04/12/16

(Price valid for 30days)



Submitted By:

**James Miller**  
**Account Executive**

**Eagle Communications**  
**1012 W. 28<sup>th</sup> Street, Suite B**  
Hays, KS 67601  
785.301.2060

Confidential and Proprietary

Eagle Communications

4/12/16

**Chad Ruder, IT Director**  
***City of Hays IT Division***  
P.O. Box 490  
Hays, KS 67601

Mr. Ruder:

Please find attached Eagle Communication's Proposal for the Installation and termination of lit dedicated count fiber from the City Hall to the Wastewater Treatment Plant. Eagle looks forward to formulating a strategic partnership with City of Hays and will provide the necessary tools to help the business "over deliver" its internal goals in the optimization of network needs.

Eagle Communication's is an employee owned company focused on delivering world-class service. Eagle is a financially strong and independent company that can bring the City of Hays Innovative approaches to solving age-old problems in the area of information movement and management.

Included in our solution is a staff of professionals with the capabilities to design and deliver a state-of-the-art communications solution. Eagle Communications has the proven **experience** to work with the City of Hays to **deliver** such fiber infrastructure.

The City of Hays proposed solution could be implemented very rapidly by leveraging Eagle's processes and experience. Your solution's delivery team is able to start the process as soon as your approval to move forward has been received.

Please call me with any questions that arise from this proposal. Your time and effort on this project is greatly appreciated by the Eagle's team, and again we look forward to working with you.

Sincerely,

James Miller  
Account Executive  
785.301.2060  
Eagle Communications

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## **Executive Summary**

Eagle Communication's appreciates the opportunity to respond to the City of Hays' request for proposal. Since the cable industry's inception, we have been providing innovative solutions for companies like yours.

**Implementation-**Eagle has recommended two solutions. A City owned fiber that will be entirely underground and a lit fiber lease that will be provided via Eagle's current infrastructure, strand bundle. The implementation outlined in this offering gives the City two very good solutions, with the ability to receive superior levels of service and rely on a knowledgeable account executive and Installation team is just a few of the advantages of moving forward with this proposal.

These efficient solutions will allow the City of Hays to implement and operate quickly with in their current network because Eagle has the infrastructure, poles, strand and right of ways already in place to handle the installation/placement of the City leased solution or City owned fiber solution.

Either Solution you choose will be a turn-key installation.

**Customer service-**Eagle has a local presence in the area with individuals serving the needs of our customers. These individuals are your friends and neighbors that you see every day whether it's at a school function or at a community event. We are committed to serving small and mid-sized communities like yours and we hope you will consider us your neighbor...because we are.

## **Eagle Communications' Qualifications**

Eagle's unique qualifications come from a broad range of capabilities including our industry expertise, local commitment, experienced professionals and most importantly our track record of successful applications and satisfied customers.

### **Industry Expertise**

Eagle provides industry-leading services to the local community. We have developed a service offering that is focused on being responsive to customers needs through the deployment of the products and services at the time.

Eagle's management team has collective experience of more than 100 years in the cable industry. Our telecommunications professionals understand the business needs of our customers. Our professionals understand the local business climate and can tailor solutions to meet those needs because we live in the same community.

### **Successful Execution**

Eagle takes pride in our ability to rapidly understand our customer's unique requirements, jointly develop a solution and plan of attack, and, most importantly, successfully execute on the plan by providing exceptional service.

### **People & Process**

Eagle Communications operates and focuses on Kansas.

We provide a wide range of products and services including Cable TV, Internet, Fiber Dedicated Internet, Local and Long Distance Phone service, Toll Free, International Calling and Teleconferencing. The City of Hays can rely upon our proven business processes and expertise.

**Cost Quotation- City owned lit fiber**

**Description:**

This quote will cover the placement, termination, test and turn-up of a Six (6) count SM fiber. Fiber facility will be placed underground, for City owned application. A quality check as well as a lit solution of the existing MM fiber/connection will be provided.

Qty	Description	Features	NRC	Extended/NRC
1	Turn-Key Installation of Six (6) Count fiber from City Hall data center to Wastewater Treatment Plant data center.  Underground Application	Six (6) Count SM Fiber 1gb SM media converters MM media converters Turn-key Installation	\$216,000.00	\$216,000.00
1				
<b>Total Non Recurring Cost:</b>				<b>\$216,000.00</b>

Other: Any moves, add, changes and or repairs needed will be billed, Time at \$160.00 per hr plus Materials and any excavation cost accrued to access fiber facility.

Qty.	Description		MRC	Extended /MRC
<b>Total Monthly Recurring Cost:</b>				<b>\$0.00</b>

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Eagle Communication's Inc. Signature \_\_\_\_\_ Date: \_\_\_\_\_

## Scope of Work

Eagle communications, Inc. will place, terminate and test dark fiber connection that will provide a total of Six (6) strands from City Hall to Wastewater Treatment Plant. Eagle will provide lit solution via 1Gigabit media converters to the designated demarcation points within City Hall and Wastewater Treatment Plant, data centers.

Eagle will also provide for future fiber installation a connection point (Splice Case) near the City Parks Department facility located at 1546 Hwy 40 bypass.

Ethernet converters will be provided to connect to existing City network switches and spare converters will be provided and a quality check as well as a lit solution of the existing MM fiber/connection will be provided.

**Cost Quotation-Lit Lease Fiber**

**Description:**

This quote will cover all services provide by Eagle Communications Inc. with Thirty (30) Year term contract/service agreement with Indefeasible Right of Use for client.

Qty	Description	Features	MRC	Extended / MRC
1	Lit Fiber Lease: Placement & Termination: Two (2) count/strand fiber from City Hall to Wastewater Treatment Plant.  WWTP to Eagle Splice Case to Eagle Hays Head-end to City Hall.	Placement & termination of Two (2) count/strand fiber from City Hall to WWTP.	\$450.00	\$450.00
Total Month Recurring Cost:				\$450.00

Other: This contract will be a lease dark strand fibers for a term of Thirty (30) Years. Within Eagle's fiber bundle/infrastructure, Eagle will maintain fiber, providing maintenance and repair for term of lease.

Qty.	Description		NRC	Extended / NRC
1	Service Delivery Fee		\$14,262.66	\$14,262.66
Total Non-Recurring Cost:				\$14,262.66

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Eagle Communication's Inc. Signature \_\_\_\_\_ Date: \_\_\_\_\_

## **Scope of Work**

Eagle communications, Inc. will place, terminate and test dark fiber connection via Eagle's current fiber bundle that will provide a total of Two (2) strands from City Hall to Wastewater Treatment Plant. Eagle will provide lit solution via 1Gigabit media converters to the designated demarcation points within City Hall and Wastewater Treatment Plant, data centers

Eagle will also provide via existing fiber bundle a future fiber connection point (Splice Case) near the City Parks Department facility located at 1546 Hwy 40 bypass.

Ethernet converters will be provided to connect to existing City network switches and spare converters will be provided and a quality check as well as a lit solution of the existing MM fiber/connection will be provided.

# City of Hays

## Terms and Conditions

THESE TERMS AND CONDITIONS, made and entered into effective as of this day \_\_\_Month \_\_\_Year 2016 are between Eagle Communications, Inc., ("EAGLE") a Kansas corporation with its main office at 2703 Hall Street, Suite 13, Hays, Kansas 67601 and City of Hays (Customer), with its office located at P.O. Box 490, 1504 Main St. Hays, KS 67601 .

WHEREAS, Customer and Eagle desire to enter into a Service Agreement ("Agreement") covering the operation and maintenance of Lit Fiber ("Services") under certain prices, terms and conditions.

NOW, THEREFORE in consideration of the mutual covenants herein contained, Eagle and Customer agree as follows:

### 1. SERVICES

- a) Eagle will provide Two (2) strands lit fiber lease with Indefeasible Right of Use by the client.

### 2. SERVICE LEVELS AND CLIENT SUPPORT

Eagle will use commercially reasonable best efforts to provide uninterrupted Service to Customers at performance levels consistent with Eagle's Service Level Agreement (see below). Should an outage occur, Eagle will repair or otherwise remedy as quickly as possible any system failure causing interruption of Service to Customer.

Call Center - Eagle maintains a call center 24 hours a day, seven days a week including holidays for dedicated service (fiber, T1's, frame-relay, point-to-Point, high-speed cable modems), dial-up, hosting, and back-up & restore services. A technical support number will be available so that technicians can be reached promptly and, if necessary, dispatched to resolve any issues. Eagle strives to have an immediate response time, usually within 15 minutes and will provide "Priority level service".

### 3. TERM

This Agreement shall be for the term of Thirty (30) Years unless earlier terminated as otherwise provided. This Agreement will be automatically renewed at the end of the expiring term for a term of 1 year unless either party provides sixty (60) days written notice to the other of termination of this Agreement prior to the end of the then current term.

### 4. BILLING AND PAYMENT

Fees: During the term of this Agreement, Customer shall pay the fees for the Services as set forth:

Lit Fiber Lease-Two (2) Strands:

**Total Monthly Recurring Cost:** \$ 450.00

**Total Non Recurring Cost:** \$ 14,262.66

Eagle may charge taxes, fees or assessments by governmental agencies and Eagle shall have the right, at any time, to pass through and invoice to Customer any new or increased taxes, fees, assessments or other charges imposed on or required to be collected by Eagle by and governmental agency.

Terms of Payment: Invoices are due and payable upon receipt. Eagle reserves the right to adjust monthly fees on sixty (60) days written notice, as it may deem necessary during the term of this Agreement. Payments for any additional services that are no included in the Services provided by Eagle according to this Agreement, shall be invoiced and are due upon receipt.

## 5. ACCEPTABLE USES

Customer shall at all times adhere to the Eagle Acceptable Use Policy, which in the case of an agreement of this service level will be understood to be "any Legal use" of the fiber asset.

## 6. CANCELLATION POLICY

Except for cancellations otherwise permitted under this Agreement, in the event of early cancellation of this Agreement by Customer prior to the end of the term specified herein, Eagle shall not refund to Customer any fees paid in advance of such cancellation, and Customer will be charged a termination charge calculated as follows:

Billed Monthly Fee	X	Months Remaining In Service Period	X	Termination Percentage (60%)	=	Termination Charge
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## 7. DISCLAIMER OF WARRANTY

Customer acknowledges and agrees that Eagle exercises no control over, and accepts no responsibility for the content of the information passing through Eagle's host computers, network hubs and points of presence (the "Eagle Network") or the Internet.

NOTWITHSTANDING ANY OTHER ORAL OR WRITTEN COMMUNICATIONS BETWEEN EAGLE AND CUSTOMER ABOUT OR IN CONNECTION WITH THE SERVICES, BUT SUBJECT TO THE COVENANTS, REPRESENTATIONS, AND WARRANTIES OF EAGLE SET FORTH HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER EAGLE, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, SUB-CONTRACTORS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT EAGLE PROVIDES. SUBJECT TO ANY SERVICE LEVEL AGREEMENTS SPECIFICALLY REFERENCED HEREIN, THE SERVICES AND EQUIPMENT PROVIDED UNDER OR ASSOCIATED WITH THE AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS NEITHER EAGLE, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, SUB-CONTRACTORS, THIRD-PARTY INFORMATION PROVIDER, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. EAGLE IS NOT LIABLE FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CLIENTELE VIA THE SERVICE(S) PROVIDED BY EAGLE.

In making its content available to the public world-wide through the Eagle Network, the Customer warrants:

- b) Its content will not knowingly be defamatory, indecent or obscene; violate any privacy right, publicity right or community standard; or violate any intellectual property right or any other personal or property right.
- c) It will safeguard from loss or damage any software, hardware or other Eagle property on its premises with a level of care no less than that afforded to Customer's own property.
- d) It will use its best efforts to secure and maintain errors and omissions insurance in an amount consistent with good business practice.

## 8. INDEMNIFICATION

Customer will indemnify, hold harmless, and defend Eagle and all directors, officers, employees, sub-contractors and agents of Eagle (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses at Indemnified Parties (including but not limited to reasonable attorneys' fees) arising out of or relating to the unlawful use of the Services by Customer, including any violation of the Eagle Acceptable Use Policy.

## **9. LIMITATION OF LIABILITY**

Except to the extent resulting from the gross negligence or willful misconduct of Eagle, its agents, or its employees, IN NO EVENT SHALL EAGLE, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, SUB-CONTRACTORS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS (THE "EAGLE GROUP") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, SUFFERED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY.

## **10. TERMINATION**

- a) Eagle may disconnect Service if at any time the Customer's account is more than sixty (60) days delinquent from the invoice Due Date, provided that Eagle gives Customer Seven (7) days advanced written notice that Customer's account is delinquent before termination. In that event, the Customer may reinstate its Service upon payment of current reconnection fee.
- b) If Eagle notifies Customer of an adjustment of monthly fees, Customer may terminate this Agreement by giving thirty (30) days written notice prior to the effective date of that adjustment.
- c) Termination by either party will not extinguish Customer's responsibilities under this Agreement, including, but not limited to, its obligations through the date of the termination and, except for termination under sub-Paragraph (b) and (d) of this Section, for the remainder of the unexpired term of the Agreement.
- d) Notwithstanding anything herein to the contrary, Customer may terminate this Agreement upon notice to Eagle if dark fiber service is interrupted for more than 12 hours in any 24-hour period.

## **11. FORCE MAJEURE**

Neither the Customer nor Eagle shall be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

## **12. GOVERNING LAW**

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Kansas (without respect to principles of conflicts of law), and the Parties submit to jurisdiction of and venue in the State of Kansas, County of Ellis, in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

### 13. NOTICES

All notices to Eagle and Customer hereunder shall be sent to:

Eagle Communications, Inc.  
P.O. Box 817,  
2703 Hall Street, Suite 13  
Hays, KS 67601  
Phone: 785 301-2060  
Facsimile: 785 625-8030  
James Miller  
[jmiller@eaglecom.net](mailto:jmiller@eaglecom.net)

City of Hays  
P.O. Box 490,  
1507 Main St  
Hays, KS 67601  
Phone: 785 628-7390  
Facsimile: 785 621-2005  
Chad Ruder/ IT Director  
[cruder@haysusa.com](mailto:cruder@haysusa.com)

Any notice hereunder shall be in writing and shall be given by registered or certified mail or reliable overnight courier addressed to Eagle and Customer at the addresses above; or by facsimile to Eagle and Customer via the above facsimile numbers; or by e-mail to the Customer at the e-mail address above. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid.

### 14. AMENDMENT OR WAIVER

Except as otherwise provided herein, this Agreement may not be amended except upon the written consent of Customer and Eagle. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

### 15. ASSIGNMENT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of Customer, Eagle and Eagle's respective successors, and assigns. Customer may not assign this Agreement without the prior written consent of Eagle, which consent will not be unreasonably withheld or delayed. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

### 16. ENTIRE AGREEMENT

This Agreement, and any other document or agreements specifically identified in this Agreement, supercedes all previous representations, understandings or agreements.

### 17. SURVIVAL

The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive.

**18. ACCEPTANCE OF SERVICES**

ACTIVATION OF SERVICES SHALL INDICATE EAGLE'S ACCEPTANCE OF THIS AGREEMENT, USE OF THE EAGLE NETWORK CONSTITUTES ACCEPTANCE OF THIS AGREEMENT, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT.

Customer ("Customer or Customers"):

City of Hays

By: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Representative (Print or Type Name)

\_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Signature

Eagle Communications, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print or Type Name)

\_\_\_\_\_ Date: \_\_\_\_\_

Eagle Communications Authorized Representative Signature

**Cost Quotation-Lit single fiber Ninety-nine (99) Year IRU**

**Description:**

This quote will cover all services provide by Eagle Communications Inc. with Ninety-nine (99) Year term contract/SLA with Indefeasible Right of Use for client.

Qty	Description	Features	NRC	Extended / NRC
1	Lit Fiber : Placement & Termination: One (1) count/strand fiber from City Hall to Wastewater Treatment Plant.  WWTP to Eagle Splice Case to Eagle Hays Head-end to City Hall.	Placement & termination of One (1) count/strand fiber from City Hall to WWTP.	\$65,000.00	\$65,000.00
<b>Total Non Recurring Cost:</b>				<b>\$65,000.00</b>

Other: This contract will be an "Indefeasible Right of Use" of the above strand fibers for a term of Ninety-nine (99) years. Within Eagle's fiber bundle/infrastructure, Eagle will maintain fiber, providing maintenance and repair at time & material.

Qty.	Description		MRC	Extended / MRC
1			\$0.00	\$0.00
<b>Total Monthly Recurring</b>				<b>\$0.00</b>

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Eagle Communication's Inc. Signature \_\_\_\_\_

Date: \_\_\_\_\_

## Scope of Work

Eagle communications, Inc. will place, terminate and test fiber connection via Eagle's current fiber bundle that will provide One (1) strand from City Hall to Wastewater Treatment Plant. Eagle will provide lit solution via 1Gigabit media converters to the designated demarcation points within City Hall and Wastewater Treatment Plant.

Ethernet converters will be provided to connect to existing City network switches and spare converters will be provided and a quality check as well as a lit solution of the existing MM fiber/connection will be provided.



**References for**

**City of Hays**

**1507 Main St.**

**Hays, KS 67601**

**The City of Hays**

Chad Ruder

PO Box 490

Hays, KS 67601

(785) 628-7390

**Ellis County**

Mike Leiker

718 Main St.

Hays, KS 67601

(785) 623-1056

**Hays Medical Center**

Scott Rohleder

2220 Canterbury Drive

Hays, KS 67601

(785) 623-5000

**City of Hays**  
Information Technology Department

Chad Ruder, I.T. Director  
P.O. Box 490  
1507 Main St.  
Hays, KS 67601-0490

Telephone (785) 628-7390

Fax (785) 621-2005

**Wastewater Treatment Plant Fiber Connectivity**

**SUMMARY PROPOSAL FORM**

Company Eagle Communications, INC.

Representative James Miller

Address 1012 W 28th St., Suite B Hays KS 67601

Telephone Number (785) 301-2060

Please list all exceptions to the items noted in this document:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE USE ADDITIONAL PAGES IF NECESSARY - (ARE ADDITIONAL PAGES INCLUDED? YES  NO )

I have reviewed and will fulfill the requirements regarding City Contracts described in this document:

Yes  No

Representative Signature: [Signature] Date: 4-12-2016

Proposal Total: \$ \_\_\_\_\_ (FOR MULTIPLE OPTION PROPOSALS PLEASE USE THE NEXT PAGE)

Proposal Description: City owned fiber

Proposal Total: NEL \$216,000.00

6 strand - Buried  
Ran by Parks Dept  
Locates by us

Proposal Description: Lit fiber lease

Proposal Total: NEL \$450.00  
Monthly

NEL: \$14,262.66  
one time cost

30 years lease  
2 strand  
Ran by Parks  
Locates by them

Proposal Description: Lit Single fiber 99 year IRU

Proposal Total: NEL \$65,000.00

1 strand  
99 year term  
Locates by them

Proposal Description: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_

Proposal Description: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_

Proposal Description: \_\_\_\_\_

Proposal Total: \$ \_\_\_\_\_



# Commission Work Session Agenda

## Memo

**From:** John Braun, Assistant Director of Public Works

**Work Session:** December 15, 2016

**Subject:** 2017 Street Maintenance Program

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

### Summary

Staff is presenting a plan for street maintenance in 2017. The 2017 Special Highway Budget, including a transfer from the General Fund, provides approximately \$1.2 million for street maintenance projects. The plan presented by staff is based on a new pavement condition assessment recently completed and includes chip seal, seal coat, polypatch, curb and brick repair, concrete patching, sidewalk improvements, and in-house crack seal and asphalt repair. Upon direction, staff will solicit bids for work to be contracted out, and bring bids back to the City Commission for final approval after the first of the year.

### Background

Each year staff evaluates the condition of city streets and develops a maintenance program that is brought forward for Commission consideration. Staff utilizes the most recent street condition data, traffic counts, and available budget in developing the program. This year, a new pavement condition assessment was performed, and the results of that assessment helped direct the focus of the plan being presented. **The new pavement condition assessment report is attached to this memo.**

The Street Maintenance Program has been funded primarily with Special Highway Funds. In 2016, contracts totaling \$1,582,700 were completed; \$24,000 of work was done in-house, and \$5,000 spent on the Sidewalk Rebate projects for a total of more than \$1.6 million.

Staff's presentation at the December 15, 2016 work session will provide more detail regarding the work that was completed in 2016, the recent Pavement Condition Assessment, and the maintenance program proposed for 2017.

### Discussion

Based on the data from the new Pavement Condition Survey and institutional knowledge, staff has developed a street maintenance program for 2017. **Exhibit A** shows the streets recommended for various maintenance activities in 2017. The funding level for these projects is based on the Special Highway Funds budgeted for 2016. Attempting to follow the recommendation of the Pavement Assessment, keeping streets from falling into a more expensive repair category, the proposed projects include:

1. Asphalt Chip Seal	\$410,000
2. Asphalt Seal Coat	\$175,000
3. Poly-Patch (prep work for Chip Seal)	\$ 75,000
4. Curb and Brick Repair	\$190,000
5. Concrete Pavement Patching	\$280,000
6. Sidewalk (rebate + select areas)	\$ 20,000
7. In-house work (crack seal & pavement repairs)	<u>\$ 55,293</u>
<b>TOTAL</b>	<b>\$1,205,293</b>

1. Chip Seal has proven to be a very cost effective treatment for keeping asphalt streets in good shape. In 2016 much of the chip seal was east of Vine, in 2017, chip seal will be applied to areas in the northwest part of the City.

2. The Pavement Condition Assessment identified certain newer asphalt streets that need sealing of the surface, but not yet to the point of needing a chip seal. In areas where chip seal is not desirable, Seal Coat provides a more attractive alternative.

3. Poly-Patch is necessary to fill larger cracks and depressions and prepare the streets for Chip Seal.

4. Curb and brick repair typically is performed in the old brick street areas of town. This year’s project concentrates on the area of Ash Street between 17<sup>th</sup> and 18<sup>th</sup> Street. This stretch of Ash Street is very rough and has a lot of failed utility patches. Several areas of failed curb and valley gutter will be replaced as well. Other select areas of brick repair may also be addressed if budget allows.

5. Concrete Pavement Patching consists of full panel replacement of sections of concrete streets that have deteriorated to the point where replacement is necessary.

6. The Sidewalk Rebate Program is offered each year to provide financial assistance to residential property owners whose sidewalks have deteriorated or fail to meet current ADA requirements. The last few years, \$20,000 has been set aside; however, only about \$10,000 worth of applications are submitted and subsequently rebated. However, in the past the balance has been used for in-house construction of sidewalks in areas where the cost of sidewalk construction cannot be forced on the adjacent property owner.

7. Finally, \$55,293 remains to augment the purchase of crack seal material, asphalt and concrete for City Crews to perform in-house street maintenance.

### **Legal Consideration**

Assuming compliance with the 1977 Brick Streets Policy, as amended, there are no known legal obstacles to proceeding as recommended by City Staff.

### **Financial Consideration**

Historically street maintenance has been financed through the Special Highway Fund, which receives revenue from the State, mainly from fuel tax reimbursements and Connecting Link Maintenance in the amount of approximately \$590,000 per year. Beginning with the 2016 Budget and again in 2017, \$500,000 per year is being

transferred into Special Highway from the General Fund. Therefore, the total available in Special Highway is approximately \$1.2 million as detailed below:

Available Funds in 2017

Special Highway	
- State Gas Tax Refund (KDOT)	\$ 546,190
- Connecting Link Maintenance (KDOT)	\$ 44,760
- Transfer from General Fund	\$ 500,000
- Cash Carryover	\$ 164,343
- Contingency (keep for unforeseen expenses)	\$ -(50,000)
<hr/>	
Total Available	\$1,205,293

**Options**

The Commission has the following options:

Option 1: Accept the Street Maintenance Program for 2017 as presented and authorize staff to solicit bids for the proposed work to be accomplished in the 2017 construction season.

Option 2: Provide alternate direction to staff.

**Recommendation**

City staff recommends Options 1.

**Action Requested**

Accept the Street Maintenance Program for 2017 as presented and authorize staff to solicit bids for the proposed work to be accomplished in the 2017 construction season.

No need to go to Regular Meeting.

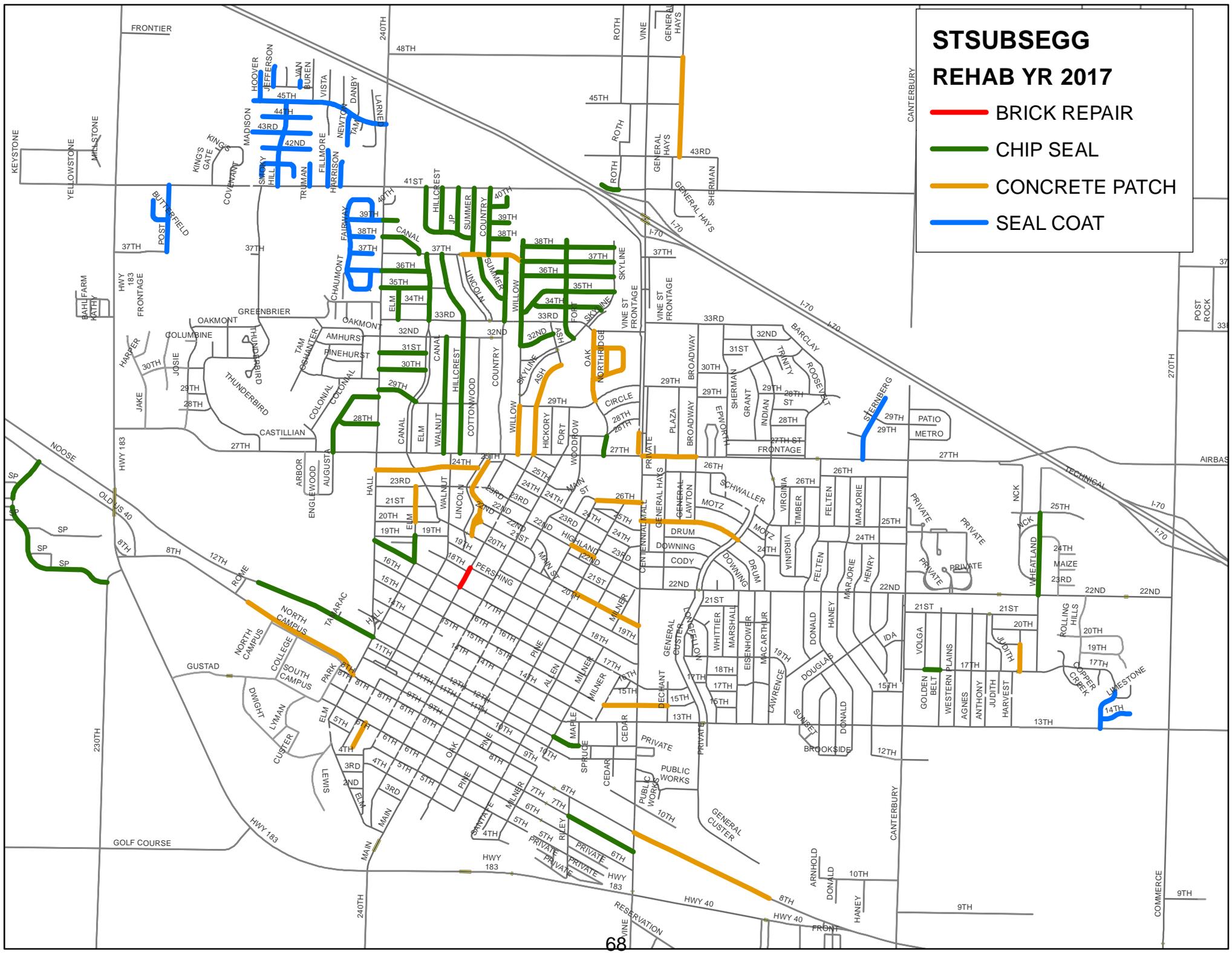
**Supporting Documentation**

Exhibit A – 2017 Street Maintenance Location Map

Exhibit B – Pavement Condition Assessment

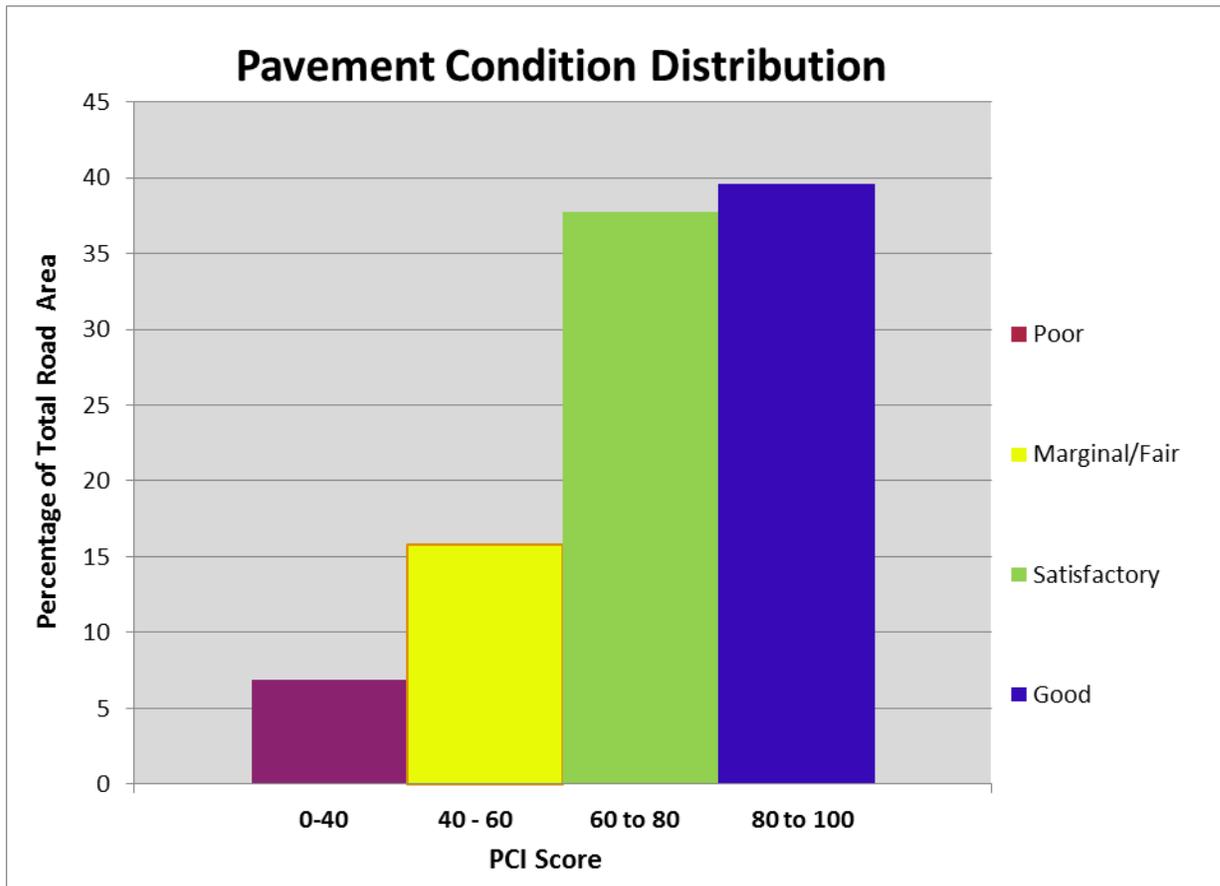
## STSUBSEGG REHAB YR 2017

- BRICK REPAIR
- CHIP SEAL
- CONCRETE PATCH
- SEAL COAT



# 2017 Pavement Management Report

## The City of Hays Public Works Department



Prepared by:

MDS Technologies, Inc.  
350 S. Northwest Highway, Suite 300  
Park Ridge, IL 60068  
December 2016

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## 1.0 Introduction

The City of **Hays, Kansas (subsequently referred to as "City" or "The City")** maintains an extensive road network consisting of approximately 120.53 center-line miles of roads. This road network is a major City asset that requires ongoing maintenance and rehabilitation to provide a desirable level of service to the traveling public.

The City uses software developed by Lucity, Inc. to help City staff manage its pavement network. **The City's road network is defined** as a series of discrete segments in this system. Each segment is tagged with descriptive information such as Street Name and From/To descriptors to identify the location of the segment. Important attributes such as segment length, width, pavement type, and functional classification are stored for each segment. This system provides the means to systematically evaluate pavement condition, develop rehabilitation programs, and estimate the impact that various funding scenarios would have on the **condition of the City's road network**.

The City commissioned MDS Technologies, Inc. (MDST) to update the pavement inspection data in the Lucity system and to use the system to estimate the budget required to achieve **the City's long term pavement condition objectives**.

The processes used to implement the **City's pavement management system** are described below. Key outputs of the system are also provided and discussed in this report.

## 2.0 Field Data Collection

An important component of the pavement management analysis is the inspection of each road segment. These inspections provided the data required to assess the condition of the **City's roads**.

MDST used a vehicle-based approach to collect geo-referenced digital images of City maintained streets. Roof mounted cameras were used to capture sequential images of each pavement segment. A two camera system was used. One of the cameras was used to acquire forward looking, pavement-oriented images capturing a general streetscape view. The second camera was mounted at the rear of the vehicle and was used to capture a downward looking, detailed pavement view. Images were captured at approximately 10 foot intervals so that the entire pavement surface could be evaluated when the images are viewed sequentially. The image capture process was monitored in real time by the vehicle operator to ensure that the quality of the captured images met the required standard for downstream condition assessment work in the office.

Positioning data for each image was acquired through GPS technology. The positioning data allows pavement condition data to be extracted from the images and assigned to the corresponding pavement segment.

### 3.0 Pavement Condition Evaluation Procedure

The geo-referenced pavement images were loaded into a software application so that a **'virtual drive'** of City streets could be performed in an office environment. The adjacent image shows typical forward and downward images obtained from the data collection vehicle. MDST staff viewed the sequential images from both cameras to determine the severity and extent of the distresses that existed on a road segment. This data was then loaded into the pavement management database and used to calculate a numeric score representing the condition of each road segment.



#### 3.1 Distress Types

The condition of each road segment is reflected in its Pavement Condition Index (PCI) score. This index is calculated by the Lucity system based on the severity and extent of various surface distresses that exist on a road surface. Distresses are typically caused by load-related and/or climate-related factors.

The Lucity system was previously configured to consider the distresses in Table 1. Warping was added to the list of distresses considered by the system as several Portland Cement Concrete (PCC) pavements maintained by the City are experiencing this distress.

Table 1  
Distresses Considered in the Lucity System

Asphalt Concrete (AC)	Portland Cement Concrete (PCC)	Brick Paver
Alligator Cracking	Linear Cracking	Transverse Profile
Long. and Trans. Cracking	Divided Slab	Distortion
Map/Block Cracking	Corner Break	Potholes and Patching
Edge Cracking	Joint Spalling	Missing Bricks
Rutting	Faulting	
Distortion	Scaling	
Bleeding	Polishing	
Weathering/Raveling	Potholes and Patching	
Potholes and Patching	Warping	

### 3.2 Rating Factors

A Rating Factor was assigned to each distress type based on the observed severity and extent of the distresses on the segment in question. Rating Factors were assigned based on the matrix in Table 2. The extent (or amount) of distress was either zero or fell into one of five ranges as shown in the Extent Range column in the Table. The extent ranges are area-based. Some distresses, such as Longitudinal and Transverse Cracking, are assessed on a linear basis. For linear distresses, cracks are assumed to be 1 foot wide for purposes of converting to a corresponding area. On a two-lane road of typical width, a single crack running the entire length of the segment converts to an equivalent area of about 4 percent.

The severity of distresses fall into one of three categories – Low, Moderate, and High. If a distress occurs at more than one severity level, the most predominant severity is selected to represent all severity levels.

The combination of the Extent Range and the predominant Severity Level determines the Rating Factor. For example, if a distress was observed to affect between 10 and 30 percent of the area of a segment at the moderate severity level, then the Rating Factor is 7.0. If a distress was not observed, then the Rating Factor is 10.0.

Table 2  
Assignment of Distress Rating Factor

Extent Range	Low Severity	Moderate Severity	High Severity
0	10.0	10.0	10.0
0 to 4%	9.5	9.0	8.0
4 to 10%	9.0	8.0	6.0
10 to 30%	8.5	7.0	4.0
30 to 60%	8.0	6.0	2.0
60 to 100%	7.5	5.0	0.0

### 3.3 Weighting Factors and Deduct Scores

Each Distress Type is assigned a Weighting Factor based on the relative importance of that Distress Type. The Weighting Factors are listed in Table 3.

A Deduct Score is calculated for each Distress Type. The Deduct Score is calculated as follows:

$$\text{Deduct Score} = (10 - \text{Rating Factor}) * \text{Weighting Factor}$$

Table 3  
Distress Type Weighting Factors

Pavement Type	Distress Type	Weighting Factor
AC	Alligator Cracking	10.0
AC	Long. and Trans. Cracking	8.0
AC	Map/Block Cracking	5.5
AC	Edge Cracking	4.5
AC	Rutting	9.5
AC	Distortion	7.0
AC	Bleeding	4.5
AC	Weathering/Raveling	5.5
AC	Potholes and Patching	8.0
PCC	Linear Cracking	5.5
PCC	Divided Slab	9.5
PCC	Corner Break	8.5
PCC	Joint Spalling	4.0
PCC	Faulting	7.0
PCC	Scaling	4.5
PCC	Polishing	1.0
PCC	Potholes and Patching	6.0
PCC	Warping	9.0
Brick	Transverse Profile	9.5
Brick	Distortion	7.0
Brick	Potholes and Patching	8.0
Brick	Missing Bricks	10.0

If moderate severity Alligator Cracking occurs in the 10 to 30% extent range, the Rating Factor from Table 2 is 7.0, and the Weighting Factor from Table 3 is 10.0. Using the above equation, the Deduct Score for Alligator Cracking is:

$$\text{Deduct Score}_{\text{Alligator Cracking}} = (10 - 7.0) * 10.0 = 30$$

If low severity Longitudinal and Transverse Cracking occurs in the 4 to 10% range, the Rating Factor is 9.0, the Weighting Factor is 8.0, and the Deduct Score is:

$$\text{Deduct Score}_{\text{L \& T Cracking}} = (10 - 9.0) * 8.0 = 8$$

### 3.4 Pavement Condition Index Calculation

The Pavement Condition Index (PCI) model is used to calculate a numeric score on a scale of one hundred (100) to zero (0). A score of 100 indicates that a pavement is exhibiting no distress. A subtraction from the perfect score of 100 is made for each Distress Type that exists on a segment. The PCI is calculated as follows:

$$\text{PCI} = 100 - \sum \text{Deduct Scores}$$

Carrying through with the above example, the PCI score for a pavement with moderate severity Alligator Cracking in the 10 to 30% extent range and low severity L & T cracking in the 4 to 10% range is:

$$\text{PCI} = 100 - (30 + 8) = 62$$

A PCI score is calculated for each road segment. The PCI score for a road segment can be easily accessed through the Lucity system, or a computer report can be generated that lists the PCI score for all **the City's road segments. Such reports can be sorted and/or filtered as required. The Lucity system is linked to the City's GIS, so it is also possible to map pavement condition and other useful information on an electronic map.**

## 4.0 Current Pavement Condition

The results of the current condition analysis for the **City's roads** are discussed below. It is important to note that the PCI score of each segment represents its condition at the time that the condition data was collected. MDST staff captured this data over two days in mid-July 2016. Also, since the road segments vary in size, simple arithmetic averages do not accurately represent the overall road conditions. The summary data presented in this report is weighted by segment area to address this issue.

**The condition distribution of the City's roads** is summarized in Figure 1. About 6.9 percent of the City's roads have a PCI score of 40 or less. A PCI score of 40 or less indicates that a road segment is in Poor or worse condition. Pavements that fall into this group (particularly those in the low end of this range) are typically candidates for partial or full reconstruction as resurfacing strategies are often not effective in this case.

**An additional 15.8 percent of the City's roads had a PCI score in the 40 to 60 range** (Marginal to Fair condition). Roads in this condition may be candidates for major rehabilitation if a functional or structural deficiency exists, or they may be candidates for a non-structural rehabilitation or preventative maintenance treatment that temporarily halts or slows deterioration. These pavements are at a critical point in their service lives. The cost to administer an effective maintenance/rehabilitation strategy to these pavements is still relatively low. However, if continued deterioration is allowed, the cost to rehabilitate these pavements can be expected to increase significantly.

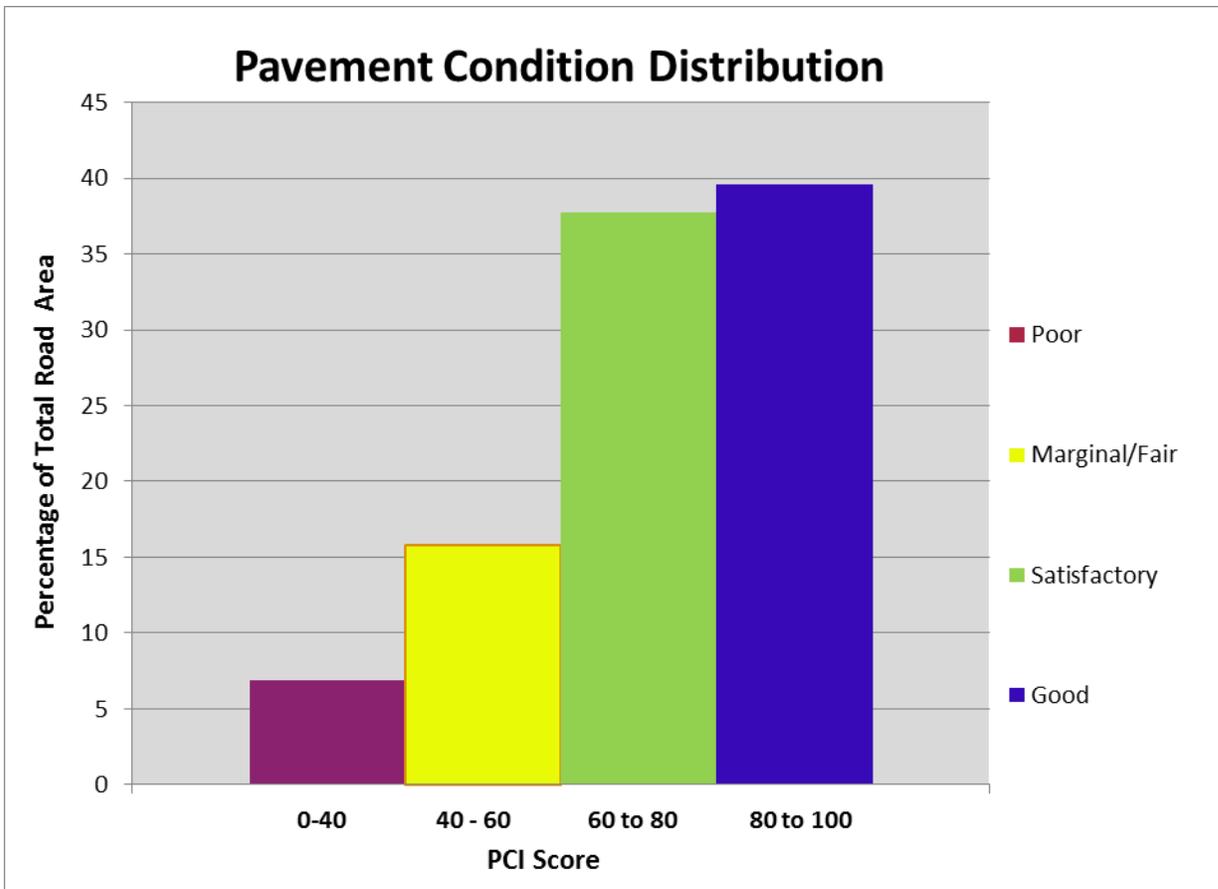


Figure 1: Current Condition of City Roads

A large percentage of the City's pavements – 37.7 percent - have a PCI score ranging from 60 to 80. These pavements are in Satisfactory condition. Pavements that fall into this range are exhibiting some distress but can typically have their life extended through the application of preventative maintenance.

**About 39.6 percent of the City's pavements have a PCI scores ranging from 80 to 100.** These pavement exhibit little to no distress and are in Good condition. Pavement sections in the low end of this range may be candidates for lighter-duty preventative maintenance.

Overall, the City's pavements have an average PCI score of 73.0 out of 100. The average PCI of the City's roads were determined to be 70 in a previous study conducted in 2011. However, different methods were used in the previous study, so direct comparison between the two evaluations is difficult.

## 5.0 Future Condition

The Lucity system has the ability to estimate future PCI scores for pavements. To do this, pavement deterioration models are required that reflect the conditions in the City of Hays. The typical life cycle of Asphaltic Concrete (AC) and Portland Cement Concrete (PCC) pavements was provided by City staff. This information is reproduced in Table 4.

The table shows that the life of a typical AC pavement is extended through a series of progressively more robust surface treatments. Crack Sealing is not specifically mentioned in the table but is generally performed in conjunction with surface treatments. With this surface treatment program, a typical AC pavement is expected to last about 40 years until resurfacing (mill and overlay) is required, and 70 years until it ultimately needs to be replaced. Similarly, PCC pavements experience progressively more significant patching and joint repair until ultimately needing to be replaced at roughly age 70 years.

Table 4  
Life Cycle of AC and PCC Pavements

AC Pavements		PCC Pavements	
Year	Treatment	Year	Treatment
3	Rejuvenator	10	Patch/Joint Repair (2%)
8	Rejuvenator	20	Diamond Grind
13	Sand Seal/Chip Seal	30	Patch/Joint Repair (5%)
18	Sand Seal/Chip Seal	40	Patch/Joint Repair (10%)
22	Microsurface	50	Patch/Joint Repair (10%)
27	Sand Seal/Chip Seal	70	Replace
31	Microsurface		
36	Sand Seal/Chip Seal		
40	Mill and Overlay		
43	Rejuvenator		
48	Rejuvenator		
53	Sand Seal/Chip Seal		
58	Sand Seal/Chip Seal		
62	Microsurface		
70	Replace		

Deterioration models were constructed in Lucity that reflect the deterioration rates and life expectancy in the above table. Brick surfaced streets, which are underlain by a PCC material, were assumed to also have a 70 year life. The primary repair strategy for brick pavements involves removal of brick pavers in localized areas, repair of the underlying base material, and reinstatement of the brick pavers.

## 6.0 Budget Analysis

The Lucy system was used to estimate the effect that various pavement rehabilitation **budgets would have on the overall condition of the City's road network**. This analysis was performed over a ten (10) year time frame. Inputs to the rehabilitation programming/budget analysis were set so that the analysis matched the policies and practices of the City to the greatest extent possible. These inputs are discussed below.

### *6.1 Rehabilitation Strategies*

The pavement rehabilitation strategies and associated unit costs used by the City are shown below in Table 5. These were supplied by City staff. Each strategy is used under certain circumstances. For example, Rejuvenator is only used early in the life of roads with an Asphaltic Concrete surface, while Microsurfacing can be used on pavements with either an Asphaltic Concrete or Portland Cement Concrete surface. A decision model was developed in Lucy that models **the City's policies** regarding which strategies can be considered by the program for pavements of varying pavement type (i.e. AC, PCC, or Brick) and functional classification (i.e. arterial, collector, residential).

The PCI Range sets the limits for the PCI score required for the program to consider the associated strategy. For example, if an AC segment has a PCI score of 35, it is a candidate for 2-inch Mill and Overlay. The Breakpoint PCI settings are also shown. A segment is treated as a higher priority when its PCI score falls between the Minimum PCI and the Breakpoint PCI. This increases the likelihood that the segment will be selected for inclusion in the program before its PCI falls below the minimum for that strategy, thus avoiding a more costly strategy later.

The unit costs do not include the costs for any curb and/or sidewalk replacement that the City might consider desirable or required on any particular project. They also do not include the cost to replace other infrastructure such as water lines, storm sewer, or sanitary sewer.

### *6.2 Budget Composition*

Budget analysis can be performed in an unconstrained manner, or a percentage of the budget can be specified for each rehabilitation strategy (or group of strategies) that cannot be exceeded. The budget analysis was unconstrained for the City of Hays, meaning that the program was allowed to allocate funding to any potential project based on cost effectiveness.

The program is configured, however, to constrain the analysis in the future if desired by the City.

Table 5  
Rehabilitation Activities and Unit Costs

Rehabilitation Strategy	Unit Cost (\$/yd <sup>2</sup> )	PCI Range	Breakpoint PCI	PCI Increase
Rejuvenator	0.80	85 to 100	90	8
Sand Seal	1.80	77 to 85	82	7
Chip Seal	1.80	67 to 80	72	8
Microsurfacing	4.00	57 to 70	62	8
2 inch Mill and Overlay	15.00	30 to 55	40	100 <sup>1</sup>
AC Reconstruct	60.00	0 to 30	15	100 <sup>1</sup>
PCC Small Patch/Joint Repair (2%)	2.50	75 to 90	45	15
PCC Medium Patch/Joint Repair (5%)	5.75	50 to 75	60	15
Diamond Grind	7.25	40 to 70	50	15
PCC Large Patch/Joint Repair (10%)	11.00	30 to 50	40	15
PCC Reconstruct	90.00	0 to 30	15	100 <sup>1</sup>
Brick R & R	12.00	0 to 70	30	80 <sup>1</sup>

<sup>1</sup>Values represent the PCI reset value. For example, application of a 2-inch mill and overlay results in a PCI score of 100. All other values represent the increase in PCI resulting from application of the strategy.

### 6.3 Project Selection Priority

In the Lucity system, each rehabilitation strategy is assigned a Maintenance Sequence number. The lower the Maintenance Sequence number, the higher the priority. In cases where the program can consider more than one rehabilitation strategy for a segment, the strategy with the lowest Maintenance Sequence number is selected. Maintenance Sequence numbers were assigned in increasing order as the strategies become progressively more heavy-duty, thus favoring lighter-duty strategies. This is consistent with the main principal of pavement management which is to spend a relatively small amount of money earlier in the life of a pavement to defer larger expenditures on more robust strategies to later time.

**Once the best strategy is selected for each segment, segments “compete” with each other to be included in the program based on the cost effectiveness of each potential project.** The benefit of implementing a project is determined by the resulting increase in PCI multiplied by a benefit weighting factor. For the City of Hays, this weighting factor was assigned by functional classification to take into account that some roads carry more traffic than others and that more motorists will benefit from rehabilitation of higher traffic volume roads. Arterial roads have a weighting factor of 1.5, collector roads have a weighting factor of 1.3, and residential roads have a weighting factor of 1.1. Brick roads of any functional classification have a weighting factor of 1.0.

Also, when the PCI of a segment falls below the breakpoint PCI assigned to a rehabilitation strategy, that potential project is weighted higher to increase the chances that it will be included in the program before a higher cost strategy is required.

## *6.4 Inflation Rates*

**All analysis was performed in today's dollars. The potential effect of inflation is not** considered due to the inherent difficulties in predicting future prices of construction materials. To be consistent with this approach, it was assumed that future budget figures would not be inflated either. For example, \$1.2M in 2017 has the same buying power as \$1.2M in 2026 (10 years later).

## *6.5 Budget Analysis Results*

The Lucity system was used to assess the impact that various pavement rehabilitation funding scenarios will have on the condition of the road network. Several 10-year budget scenarios were analyzed as discussed below. The result of this analysis is summarized in tabular form in Table 6 and graphically in Figure 2.

The City current budget for pavement rehabilitation is approximately \$1.2 million per year. If this budget were to remain unchanged over the next 10 years, Table 6 shows that the average PCI of the road network is expected to decrease from 72.7 to 71.3, a decrease of 1.9 percent over the 10-year period. The Backlog column in the table represents the cost of all possible projects that could not be done in that year due to funding constraints. Note that with the \$1.2M annual budget the cost of unfunded projects grows from \$11.4 million to \$15.1 million over 10 years. This is a 32 percent increase which indicates that this budget may not be **sufficient to meet the City's needs** over the long term. The detailed 10-year rehabilitation program created by the Lucity program for this budget is provided in Appendix A.

The effect of three additional budgets on the condition of the road network is also provided. A \$0.9 million annual budget leads to an overall PCI of 68.9, which is a 5.2 percent decrease from current levels. In this case, the backlog of unfunded projects increases by 49.1 percent to \$17.0 million in 10 years.

An annual budget of \$1.5 million leads to a 1.0 percent increase in the average PCI of the network. However, the backlog of unfunded projects continues to increase. In this case the backlog is \$14.2 million after 10 years, an increase of 27.9 percent over the anticipated 2017 level.

Analysis indicates that an annual budget of approximately \$1.8 million is required to keep the backlog of unfunded projects at current levels. This budget also results in a 4.0 percent increase in the average PCI of the network after 10 years.

Table 6  
 Estimated Overall PCI for Various Funding Scenarios

Year	\$0.9M Annually		\$1.2M Annually		\$1.5M Annually		\$1.8M Annually	
	PCI	Backlog	PCI	Backlog	PCI	Backlog	PCI	Backlog
2017	72.7	\$11.7M	72.7	\$11.4M	72.9	\$11.1M	72.9	\$10.8M
2018	73.3	\$12.2M	73.6	\$12.0M	73.8	\$12.0M	74.1	\$12.1M
2019	72.4	\$14.7M	73.1	\$14.2M	73.7	\$12.9M	74.1	\$12.1M
2020	72.1	\$15.6M	73.0	\$14.4M	73.9	\$12.5M	74.5	\$11.3M
2021	71.7	\$16.9M	72.6	\$14.5M	73.4	\$12.2M	74.6	\$11.4M
2022	71.5	\$16.8M	72.4	\$13.8M	74.3	\$11.5M	73.1	\$15.5M
2023	70.5	\$17.7M	71.6	\$14.4M	72.5	\$14.8M	73.7	\$14.4M
2024	70.0	\$18.5M	71.5	\$15.1M	73.2	\$14.2M	74.7	\$13.7M
2025	69.8	\$19.6M	71.4	\$16.6M	72.7	\$13.9M	75.0	\$12.7M
2026	68.9	\$20.8M	71.3	\$17.0M	73.6	\$14.2M	75.8	\$10.6M

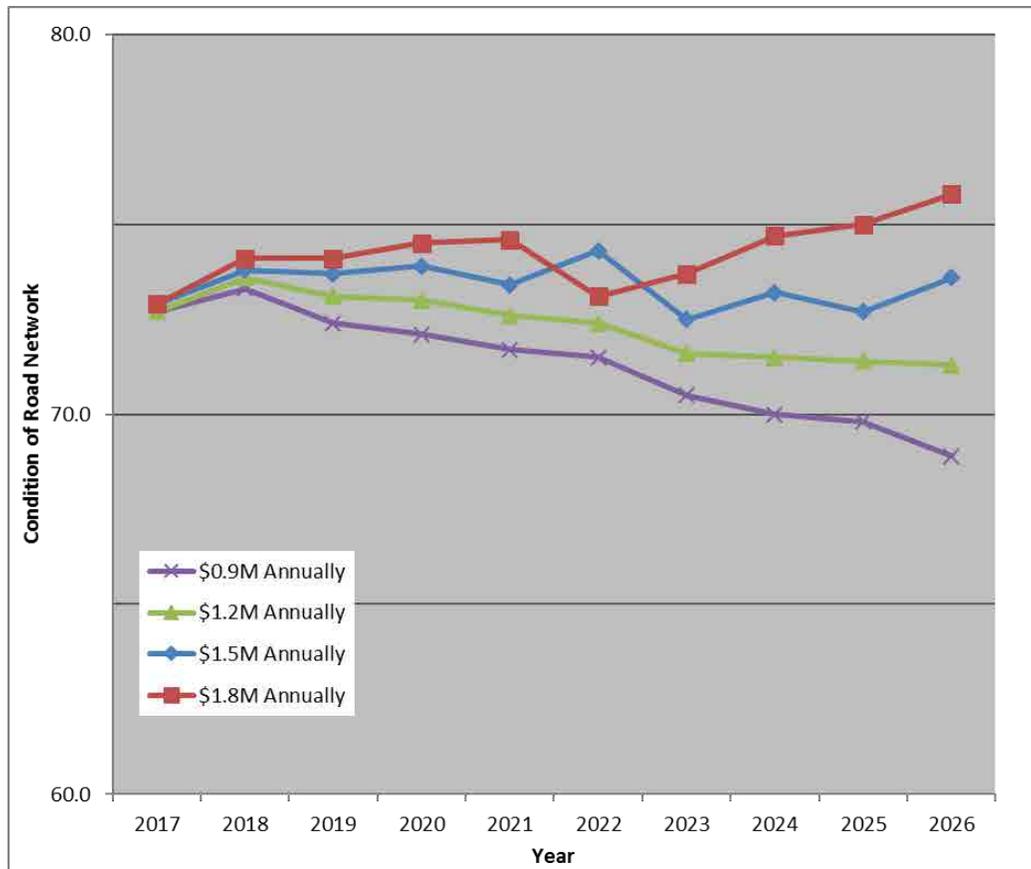


Figure 2:  
 Estimated Effect of Various Funding Scenarios on Overall Road Condition

## 7.0: Rehabilitation Projects for Consideration

Several rehabilitation projects that the City might consider for high priority implementation have been identified. This includes ten (10) potential projects for primary consideration and an additional five (5) projects that should also receive serious consideration. All of these projects would likely involve some form of reconstruction, mill and overlay, or significant joint repair and panel replacement on Portland Cement Concrete roads. The locations of these project are shown in Figure 3.

The criteria used to identify these projects is as follows:

- Several connected (or nearly connected) segments along a road having consistently low PCI scores;
- Higher traffic volume roads more likely to be included in the program to account for the fact that the benefits of the project would be enjoyed by more users;
- Projects that would tie into recent rehabilitation on adjacent segments of the same road to create a long stretch of road in good condition received additional consideration;
- Only Asphaltic Concrete and Portland Cement Concrete roads were considered as part of this exercise. Brick surfaced roads were not considered, and;
- An effort was made to distribute the projects throughout the City.

The City may want to consider other factors when making a final determination as to which roads to rehabilitate. These factors could include capacity issues, the need to install and/or replace curb and gutter or shoulders, the condition and capacity of underground utilities, compliance with the Americans with Disabilities ACT (ADA), and other items that could come into play on a case-by-case basis.

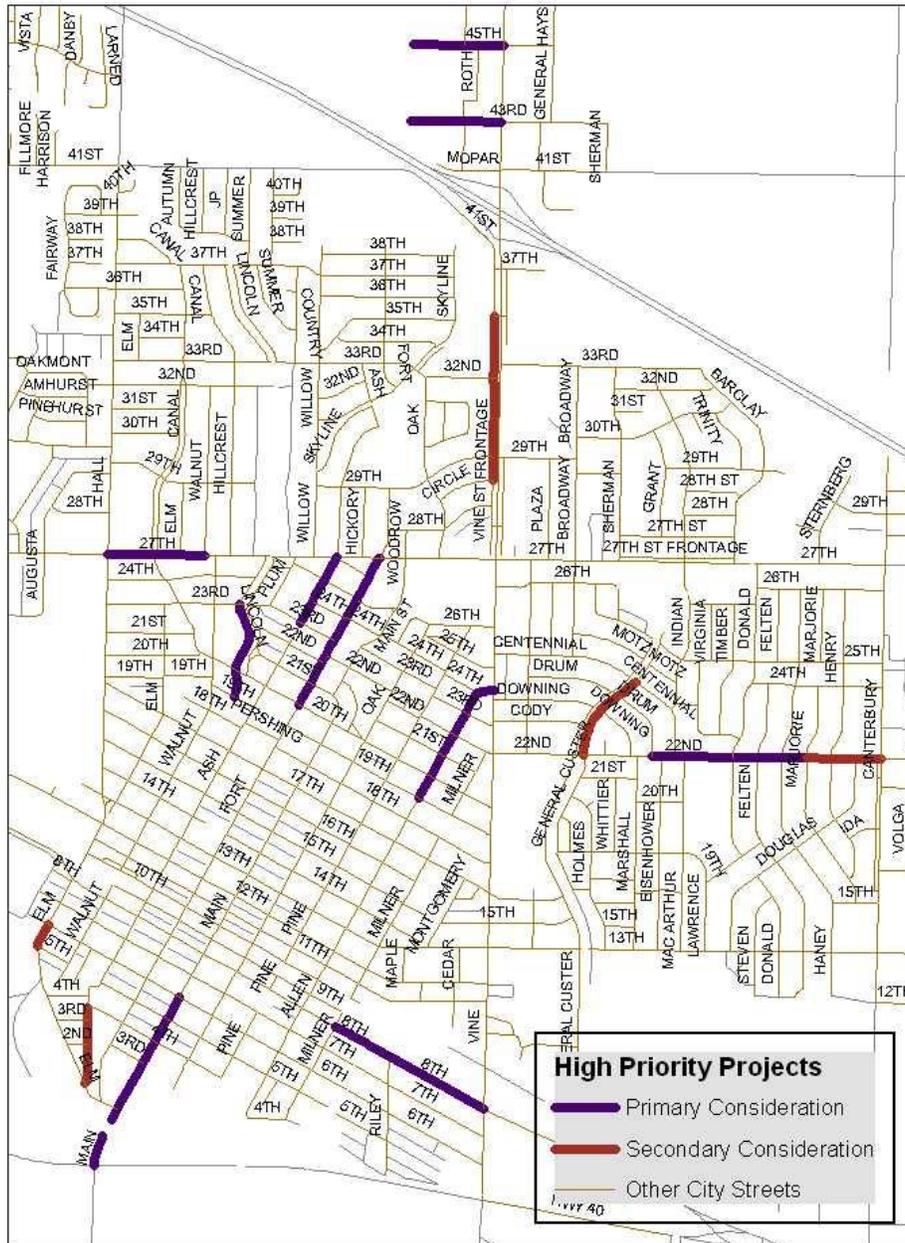


Figure 3: Rehabilitation Projects for Priority Consideration

Appendix A: Lucity Rehabilitation Program for \$1.2M  
Annual Budget

# Commission Work Session Agenda

## Memo

**From:** John Braun, Assistant Director of Public Works

**Work Session:** December 15, 2016

**Subject:** Airport Capital Improvement Program Update

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

### Summary

The FAA requires the Hays Regional Airport to annually update the Airport Capital Improvement Program (ACIP). The update presented here covers Federal Fiscal Years (FFY) 2018-2022 and is due to the FAA by January 16, 2017. These projects will be included in the City's Capital Improvement Plan (CIP) as part of the 2018 budget.

### Background

Each year City Staff, the Airport Consulting Engineer, and the Airport Advisory Board review the projects on the ACIP and submit updates to the FAA for potential funding. If approved by the FAA, projects are typically funded at 90%, leaving 10% to be funded by the City. Local funding usually comes from the Airport Improvement Fund and the Passenger Facility Charge (PFC). Recent projects have included: acquisition of a Snow Broom, Rehabilitation of the Crosswind Runway, the Airport Terminal Remodel, and Reconstruction of the Main Runway. The FFY 2017 Projects include the construction of a Wildlife Fence and Rehabilitation of Taxiway I.

During City budget preparation, staff will incorporate the proposed ACIP projects into the CIP as part of the proposed budget; however, FAA typically does not respond to the City's proposed ACIP update until September or October, so the projects in the City's CIP may not necessarily be those approved by FAA; such is the case with the 2017 Budget CIP as is discussed further in the next section of this memo.

### Discussion

The proposed Five-Year Airport Capital Improvement Plan (ACIP ) is attached to this memo and includes the following projects:

All costs have been updated for inflation and changes in project scope by the City's engineer (BMcD).

1. FFY 2017 - Wildlife Fencing Improvements
  - Estimated Cost \$2,000,000 Local share = \$200,000 (Airport Improvement Fund/PFC eligible)

- A Wildlife Hazard Assessment was completed in 2013, which identified the need for a 10' fence to be constructed around the airfield to keep wildlife (mostly deer) from entering the area. During an FAA inspection, deer were observed by the FAA inspector on the airfield causing this to be a priority for the FAA.
  - Although this is a 2017 project and therefore not part of the 2018-2022 update being submitted to the FAA, staff has included it here for City Commission reference.
2. FFY 2017 – Reconstruct Taxiway I
    - Estimated Cost \$599,040 Local share = \$59,904 (Airport Improvement Fund/PFC eligible)
    - Replace the oldest of the taxiways in the hangar area and correct drainage issues.
    - Although this is a 2017 project and therefore not part of the 2018-2022 update being submitted to the FAA, staff has included it here for City Commission reference.
    - The 2017 Budget CIP showed this as a 2019 project; however, the FAA had money available in FFY 2017, so the project was accelerated as described at the October 20, 2016 City Commission Work Session.
  3. FFY 2019 – Snow Removal Equipment (Loader)
    - Estimated Cost \$267,500 Local share = \$26,750 (New Equipment Reserve Fund)
    - The 1996 Case 621B loader at the airport is over 20 years old and the FAA will fund 90% of the replacement cost. The airport needs a reliable loader to perform many snow removal functions as well as other operational activities throughout the year.
    - The 2017 Budget CIP showed this as a 2018 purchase. However, there will not be adequate FAA entitlement money available to Hays Regional Airport in 2018 to fund the FAA share of the loader, so the acquisition is being delayed until FFY 2019.
  4. FFY 2020 - Apron Drainage Improvements
    - Estimated Cost \$623,650 Local share = \$62,365 (Airport Improvement Fund/PFC eligible)
    - This would involve installing a trench drain within the apron area and replacing isolated pavement panels to improve stormwater drainage from the apron.
    - The 2017 Budget CIP showed this as a 2020 project and it remains as a 2020 project.
  5. FFY 2020 – Land Acquisition
    - Estimated Cost \$500,000 Local share = \$50,000 (Airport Improvement Fund/PFC eligible)
    - The ultimate build out of the airport as shown on the Airport Layout Drawing from the 2010 Airport Master Plan calls for the expansion of the general aviation hangar area to the east and/or south of the existing hangar area. Funding is being programmed should the opportunity to acquire land become available.
    - The 2017 Budget CIP shows this in the Priority Queue.
  6. FFY 2021 – Runway 4-22 Lighting Upgrade

- Estimated Cost \$762,000 Local share = \$76,200 (Airport Improvement Fund/PFC eligible)
  - The crosswind runway (RNWY 4-22) lighting is direct bury and subject to damage from burrowing animals, natural corrosion, and accidental damage. Installing new cabling in conduit with light base cans will prevent unpredictable outages and difficult trouble shooting. The old light fixtures would also be upgraded to new, more energy efficient lights that would result in reduced electrical utility costs.
  - The 2017 Budget CIP shows this in the Priority Queue.
7. FFY 2022 – Rehabilitate Taxiway M (Design)
- Estimated Cost \$407,500 Local share = \$47,500 (Airport Improvement Fund/PFC eligible)
  - Taxiway M runs parallel to the main runway. The project would involve making repairs to failed areas of the taxiway and widening turning radii at intersections to better accommodate larger aircraft. The total project cost is estimated to be over \$4,000,000. Only design would occur in 2022. Construction could be in 2024.
  - The 2017 Budget CIP listed this project in 2021. This project has been pushed back to 2022 to allow for higher priority projects to be completed first.
8. FFY 2023 – Parking Lot Improvements
- Estimated Cost \$132,715 Local share = \$13,272 (Airport Improvement Fund/PFC eligible)
  - Repair existing parking lot and add additional spaces as necessary.
  - The 2017 Budget CIP showed this as a 2021 project. This project has been pushed back to 2023 to allow for higher priority projects to be completed first. If necessary, parking lot improvements could be accomplished in-house.
  - This project no longer shows up on the Airport Five-Year Plan (2018-2022), however, it is listed here for Commission information since it was listed in the 2018 Budget CIP for 2021.

### **Legal Consideration**

N/A – information only

### **Financial Consideration**

This Airport Capital Improvement Plan (ACIP) update will be used to develop the Capital Improvement Plan (CIP) submitted within the 2018 Budget. Considering the projected transfers to the Airport Improvement Fund and reimbursements from the Passenger Facility Charge (PFC), the Airport Improvement Fund should have adequate funding to cover the local share of the projects proposed. A spreadsheet showing projected Airport Improvement Fund balances based on the projects proposed is attached to this memo.

### **Options**

N/A – information only, as staff intends to submit proposed ACIP to FAA based on Commission discussion.

### **Recommendation**

The Airport Advisory Board approved the proposed submission to the FAA at the December 5, 2016 Airport Advisory Board Meeting.

### **Action Requested**

N/A

### **Supporting Documentation**

Five-Year Airport Capital Improvement Program (ACIP)  
2017 Budget CIP for reference  
Airport Improvement Fund Projected Balances Spreadsheet

**Five - Year Capital Improvement  
Program (CIP)**

Airport Name: Hays Regional Airport Telephone No. 785-628-7350

Date Prepared: November 30, 2016

Project Description	Funding Source	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Acquire New Equipment: Loader	Federal		\$ 240,750.00			
	State					
	Local		\$ 26,750.00			
	<b>Total</b>	\$ -	\$ 267,500.00	\$ -	\$ -	\$ -
Rehabilitate Apron (Drainage Improvements)	Federal			\$ 561,285.00		
	State					
	Local			\$ 62,365.00		
	<b>Total</b>	\$ -	\$ -	\$ 623,650.00	\$ -	\$ -
Land Acquisition (East, 126 Acres)	Federal			\$ 450,000.00		
	State					
	Local			\$ 50,000.00		
	<b>Total</b>	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -
Runway 4-22 Lighting Upgrade	Federal		\$ -		\$ 685,800.00	
	State					
	Local		\$ -		\$ 76,200.00	
	<b>Total</b>	\$ -	\$ -	\$ -	\$ 762,000.00	\$ -
Reconstruct Taxiway M (Design)	Federal					\$ 366,750.00
	State					
	Local					\$ 40,750.00
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ 407,500.00
<b>TOTALS</b>	<b>Federal</b>	\$ -	\$ 240,750.00	\$ 1,011,285.00	\$ 685,800.00	\$ 366,750.00
	<b>State</b>	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Local</b>	\$ -	\$ 26,750.00	\$ 112,365.00	\$ 76,200.00	\$ 40,750.00
	<b>Total</b>	\$ -	\$ 267,500.00	\$ 1,123,650.00	\$ 762,000.00	\$ 407,500.00

2017 BUDGET CIP

Capital Improvement Plan

DEPARTMENT	PROJECT	Prior to 2017	2017	2018	2019	2020	2021	CITY SHARE	CITY SOURCE	OUTSIDE SHARE	OUTSIDE SOURCE	GRAND TOTAL
Airport	Snow Removal Equipment - Rotary broom	\$ 17,336						\$ 17,336	New Equip Reserve	\$ 156,024	FAA 90%	\$ 173,360
	Wildlife Fence		\$ 200,000					\$ 200,000	PFC/Airport Imp	\$ 1,800,000	FAA 90%	\$ 2,000,000
	Snow Removal Equipment - Loader			\$ 25,000				\$ 25,000	New Equip Reserve	\$ 225,000	FAA 90%	\$ 250,000
	Reconstruct Taxiway I				\$ 56,000			\$ 56,000	PFC/Airport Imp	\$ 504,000	FAA 90%	\$ 560,000
	Apron Drainage Improvements					\$ 52,500		\$ 52,500	PFC/Airport Imp	\$ 472,500	FAA 90%	\$ 525,000
	Parking Lot Improvements						\$ 13,300	\$ 13,300	PFC/Airport Imp	\$ 119,700	FAA 90%	\$ 133,000
	Reconstruct Taxiway M (Design only)						\$ 36,500	\$ 36,500	PFC/Airport Imp	\$ 328,500	FAA 90%	\$ 365,000
<b>Airport Yearly Subtotal:</b>		<b>\$ 17,336</b>	<b>\$ 200,000</b>	<b>\$ 25,000</b>	<b>\$ 56,000</b>	<b>\$ 52,500</b>	<b>\$ 49,800</b>	<b>\$ 400,636</b>		<b>\$ 3,605,724</b>		<b>\$ 4,006,360</b>

Priority Airport Queue	City Share	Total
Land Acquisition	\$ 50,000	\$ 500,000
Master Plan Update	\$ 22,000	\$ 220,000
Reconstruct Taxiway M (construction)	\$ 402,000	\$ 4,020,000
Runway 4-22 Lighting upgrade	\$ 69,000	\$ 690,000
	<b>\$ 543,000</b>	<b>\$ 5,430,000</b>

Airport Project Queue	City Share	Total
Parallel Taxiway 4-22	\$ 430,000	\$ 4,300,000
Apron Expansion	\$ 80,000	\$ 800,000
Extend Runway 16-34	\$ 130,000	\$ 1,300,000
Snow Removal Equipment Building	\$ 110,000	\$ 1,100,000
	<b>\$ 750,000</b>	<b>\$ 7,500,000</b>

DEPARTMENT	PROJECT	Prior to 2017	2017	2018	2019	2020	2021	CITY SHARE	CITY SOURCE	OUTSIDE SHARE	OUTSIDE SOURCE	GRAND TOTAL
<del>Parks</del>	<del>Seven Hills Restroom</del>	<del>\$ 56,000</del>						<del>\$ 56,000</del>	<del>Special Parks and Rec</del>	<del>\$ 56,000</del>		<del>\$ 56,000</del>
	<del>Aubel Bickle Park Shelterhouse</del>	<del>\$ 26,000</del>						<del>\$ 26,000</del>	<del>Special Parks and Rec</del>	<del>\$ 26,000</del>		<del>\$ 26,000</del>
	<del>Aubel Bickle Restroom</del>	<del>\$ 50,000</del>						<del>\$ 50,000</del>	<del>Special Parks and Rec</del>	<del>\$ 50,000</del>		<del>\$ 50,000</del>
	<del>Parks Sidewalks</del>	<del>\$ 40,000</del>			<del>\$ 40,000</del>		<del>\$ 40,000</del>	<del>\$ 120,000</del>	<del>Special Parks and Rec</del>	<del>\$ 120,000</del>		<del>\$ 120,000</del>
	<del>Arnold Park</del>			<del>\$ 30,000</del>				<del>\$ 30,000</del>	<del>Special Parks and Rec</del>	<del>\$ 30,000</del>		<del>\$ 30,000</del>
	<del>Skatepark Obstacles</del>			<del>\$ 30,000</del>				<del>\$ 30,000</del>	<del>Special Parks and Rec</del>	<del>\$ 30,000</del>		<del>\$ 30,000</del>
	<del>Aquatic Park Slide</del>			<del>\$ 100,000</del>				<del>\$ 100,000</del>	<del>Special Parks and Rec</del>	<del>\$ 100,000</del>		<del>\$ 100,000</del>
	<del>Sports Complex Play Unit</del>			<del>\$ 100,000</del>				<del>\$ 100,000</del>	<del>Special Parks and Rec</del>	<del>\$ 100,000</del>		<del>\$ 100,000</del>
	<del>Hickok Park Restroom</del>				<del>\$ 61,000</del>			<del>\$ 61,000</del>	<del>Special Parks and Rec</del>	<del>\$ 61,000</del>		<del>\$ 61,000</del>
	<del>Rolling Hills Playground</del>				<del>\$ 63,000</del>			<del>\$ 63,000</del>	<del>Special Parks and Rec</del>	<del>\$ 63,000</del>		<del>\$ 63,000</del>
	<del>Rolling Hills Restroom</del>					<del>\$ 63,000</del>		<del>\$ 63,000</del>	<del>Special Parks and Rec</del>	<del>\$ 63,000</del>		<del>\$ 63,000</del>
	<del>Dan Rupp Restroom</del>					<del>\$ 63,000</del>		<del>\$ 63,000</del>	<del>Special Parks and Rec</del>	<del>\$ 63,000</del>		<del>\$ 63,000</del>
<del>Ekey Park Restroom</del>						<del>\$ 63,000</del>	<del>\$ 63,000</del>	<del>Special Parks and Rec</del>	<del>\$ 63,000</del>		<del>\$ 63,000</del>	
<b><del>Parks Yearly Subtotal:</del></b>		<b><del>\$ -</del></b>	<b><del>\$ 172,000</del></b>	<b><del>\$ 260,000</del></b>	<b><del>\$ 164,000</del></b>	<b><del>\$ 63,000</del></b>	<b><del>\$ 166,000</del></b>	<b><del>\$ 825,000</del></b>		<b><del>\$ -</del></b>		<b><del>\$ 825,000</del></b>

Priority Parks Project Queue	Total
UP Plaza - Path from Elm to Main Street (Bare Bones)	\$ 260,000
UP Plaza - Path from Elm to Main Street (Full Plan)	\$ 450,000
	<b>\$ 710,000</b>

Parks Project Queue	Total
Arnold Park Improvements	\$ 200,000
	<b>\$ 200,000</b>

**RUNNING CIP**

**AIRPORT**

RESERVES	2015	2016	2017	2018	2019	2020	2021	2022	2023
Beginning Balance	\$ 69,126	\$ 137,673	\$ 255,082	\$ 154,534	\$ 240,708	\$ 321,832	\$ 285,313	\$ 285,313	\$ 279,443
Operational Transfer to Reserve	\$ 128,790	\$ 94,608	\$ 114,356	\$ 41,174	\$ 36,124	\$ 30,846	\$ 25,330	\$ 25,330	\$ 19,570
Revenue PFC	\$ 27,000	\$ 36,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
<b>AVAILABLE RESERVES</b>	<b>\$ 224,916</b>	<b>\$ 268,281</b>	<b>\$ 414,438</b>	<b>\$ 240,708</b>	<b>\$ 321,832</b>	<b>\$ 397,678</b>	<b>\$ 355,643</b>	<b>\$ 355,643</b>	<b>\$ 344,013</b>

\*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.

<b>\$ 589,734 PFC Eligible Projects</b>
<b>\$ 98,289 Average PFC Eligible Project Cost per yr</b>

PROJECT	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>RNWX 4-22 Rehab</b>	\$ 87,243								
<b>Fuel System</b>		\$ 13,199							
<b>Snow Removal Equipment</b>		\$ 17,336							
<b>Wildlife Fence</b>			\$ 200,000						
<b>Reconstruct Taxiway I</b>			\$ 59,904						
<b>Replace Loader</b>					\$ 26,750				
<b>Apron Drainage Improvements</b>						\$ 62,365			
<b>Land Acquisition</b>						\$ 50,000			
<b>Runway 4-22 Lighting</b>							\$ 76,200		
<b>Rehabilitate Taxiway M (Design only)</b>								\$ 40,750	
<b>Parking Lot Improvements</b>									\$ 13,272
<b>PROJECT SUBTOTAL</b>	<b>\$ 87,243</b>	<b>\$ 13,199</b>	<b>\$ 259,904</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 112,365</b>	<b>\$ 76,200</b>	<b>\$ 40,750</b>	<b>\$ 13,272</b>
<b>CARRY OVER</b>	<b>\$ 137,673</b>	<b>\$ 255,082</b>	<b>\$ 154,534</b>	<b>\$ 240,708</b>	<b>\$ 321,832</b>	<b>\$ 285,313</b>	<b>\$ 279,443</b>	<b>\$ 314,893</b>	<b>\$ 330,742</b>

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

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
\$ 26,750	New Equip Reserve	\$ 240,750	FAA 90%	\$ 267,500
\$ 62,365	PFC/Airport Imp	\$ 561,285	FAA 90%	\$ 623,650
\$ 50,000	PFC/Airport Imp	\$ 450,000	FAA 90%	\$ 500,000
\$ 76,200	PFC/Airport Imp	\$ 685,800	FAA 90%	\$ 762,000
\$ 40,750	PFC/Airport Imp	\$ 366,750	FAA 90%	\$ 407,500
\$ 13,272	PFC/Airport Imp	\$ 119,444	FAA 90%	\$ 132,715
<b>\$ 647,019</b>		<b>\$ 5,704,375</b>		<b>\$ 6,351,393</b>

PRIORITY AIRPORT QUEUE	CITY SHARE	TOTAL
Reconstruct Taxiway M (2024)	\$ 458,398	\$ 4,583,980
Master Plan Update (2025)	\$ 22,000	\$ 220,000
Apron Rehab (2026)	\$ 81,704	\$ 817,042
Design Parallel Taxiway for 4-22 (2027)	\$ 32,500	\$ 325,000
<b>TOTAL</b>	<b>\$ 594,602</b>	<b>\$ 5,946,022</b>

Updated November 30, 2016 JRB

**PROJECT FORM**

**PROJECT:** Airport Wildlife Fence  
**FISCAL YEAR:** 2017  
**PROJECT NO:** 2016-14  
**FUND:** Airport Improvement Fund  
**DEPARTMENT:** Public Works – Airport



**PROJECT DESCRIPTION:** Design and construct a wildlife exclusion device to deter large mammals from the airport property. The FAA recommends a 10-foot tall chain-link fence with an additional 1-foot tall outward angled 3-strand barbed wire outrigger. Additionally, it is recommended to have 3-foot buried skirting to deter digging under by coyotes, badgers and foxes.

**NEED, JUSTIFICATION, BENEFIT:** This project would create a safer environment for pilots, patrons and airport staff. The justification for the fence is based on observation of deer by FAA safety inspectors and a subsequent Wildlife Hazard Assessment performed by USDA Wildlife Services. The presence of large mammals such as deer, coyotes, badgers, and stray dogs occur randomly and currently cannot be controlled. This creates an unsafe condition.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** The FAA has required the fence to be constructed in 2017. Failure to accomplish this project would adversely affect the airport’s 14 CFR Part 139 operating certificate, and potentially impact the ability to provide commercial air service.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This was discussed at a City Commission work session on December 17, 2015, where staff presented the annual Airport Capital Improvement Plan submitted to the FAA.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$200,000 to be paid out of the Airport Improvement Fund. The Airport Operating Budget makes annual transfers to the Airport Improvement Fund to cover the City share of FAA projects. While the wildlife fence would not have an immediate impact on the operating budget; however, having a \$2,000,000 fence does create a future maintenance/replacement liability.

**TIMELINE/CURRENT STATUS:** The typical timeline for FAA would be programming in fall 2016, design during the winter (2016/2017), bidding in early spring 2017, award a grant in May/June 2017, and construction in late 2017 or early 2018.

**COMMENTS:** The FAA grant program is a reimbursement; thus, the City would have to finance the entire cost, and submit requests for reimbursement from the FAA.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2017	\$	Airport Improvement Fund	\$200,000
2018	\$		\$
2019	\$		\$
2020	\$		\$
2021	\$		\$
5-YEAR TOTAL:	\$		\$200,000

**PROJECT FORM**

**PROJECT:** Reconstruct Taxiway I  
**FISCAL YEAR:** 2017  
**PROJECT NO:** 2016-23  
**FUND:** Airport Improvement Fund  
**DEPARTMENT:** Public Works – Airport



**PROJECT DESCRIPTION:** Reconstruct Taxiway India at the Hays Regional Airport under the FAA Airport Improvement program, which allows for reimbursement of 90% of eligible costs.

**NEED, JUSTIFICATION, BENEFIT:** Taxiway I at the Hays Regional Airport is the eastern most taxiway running north and south in the hangar area connecting adjacent taxiways D thru G. 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.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** The continued deterioration of this old asphalt taxiway creates a safety hazard for aircraft using it, and creates a maintenance liability for airport operations and budget.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This project was previously listed in the CIP for 2019, but accelerated to 2017 at the request of the FAA as discussed at the October 20, 2016 City Commission Work Session.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$59,904 to be paid out of the Airport Improvement Fund. The Airport Operating Budget makes annual transfers to the Airport Improvement Fund to cover the City share of FAA projects. This project should reduce future costs related to pavement maintenance on the taxiway.

**TIMELINE/CURRENT STATUS:** This project is currently programmed for Federal Fiscal Year 2017. It is currently under design and scheduled to bid in the spring of 2017.

**COMMENTS:** Total Project Cost estimated to be \$599,040 with City share of \$59,904.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2017	\$	Airport Improvement Fund	\$59,904
2018	\$		\$
2019	\$		\$
2020	\$		\$
2021	\$		\$
<b>5-YEAR TOTAL:</b>	<b>\$</b>		<b>\$59,904</b>

**PROJECT FORM**

**PROJECT:** Airport Loader  
**FISCAL YEAR:** 2019  
**PROJECT NO:** TBD  
**FUND:** New Equipment Reserve  
**DEPARTMENT:** Public Works – Airport

**LOCATION & AREA MAP:**



**PROJECT DESCRIPTION:** Acquire new end loader for Hays Regional Airport.

**NEED, JUSTIFICATION, BENEFIT:** The 1996 Case 621B loader at the airport is over 20 years old, and the FAA will fund 90% of the replacement cost. The airport needs a reliable loader to perform many snow removal functions as well as other operational activities throughout the year.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** The loader is the prime mover at the airport for the plow blade, snow blower, and tow broom. Failure to have a reliable piece of equipment to clear snow from the airfield could adversely affect the airport’s ability to support commercial air service and remain compliant with 14 CFR Part 139 operating certificate.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This has been on the Airport CIP for several years.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$26,750 to be paid out of the New Equipment Reserve Fund. The Airport Operating Budget makes annual transfers to the New Equipment Reserve Fund to cover the eventual replacement of equipment. Routine maintenance costs come out of the Fleet Budget.

**TIMELINE/CURRENT STATUS:** This would be programmed for Federal Fiscal Year 2019.

**COMMENTS:** The existing loader is still in fairly good condition and would be kept as a backup and able to be used elsewhere in the City as needed. Total Cost \$267,500. City Share = \$26,750.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2017	\$		\$
2018	\$		\$
2019	\$	New Equipment Reserve Fund	\$26,750
2020	\$		\$
2021	\$		\$
<b>5-YEAR TOTAL:</b>	<b>\$</b>		<b>\$26,750</b>

**PROJECT FORM**

**PROJECT:** Apron Drainage Improvements  
**FISCAL YEAR:** 2020  
**PROJECT NO:** TBD  
**FUND:** Airport Improvement Fund  
**DEPARTMENT:** Public Works – Airport



**PROJECT DESCRIPTION:** Remove and replace isolated panels within the existing apron, and install trench drain within the limits of the apron area

**NEED, JUSTIFICATION, BENEFIT:** As part of the Airport’s pavement maintenance program, the improvements are necessary to eliminate standing water on the apron, which causes problems particularly during freezing weather. The trench drain will enhance positive movement of stormwater runoff and eliminate the need for a full apron reconstruction project.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** This project will enhance safety and eliminate the potential for ponding water. Delaying this project will allow the continuation of a safety concern and accelerate the deterioration of the apron pavement.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This has been in the CIP for several years.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$62,365 to be paid out of the Airport Improvement Fund. The Airport Operating Budget makes annual transfers to the Airport Improvement Fund to cover the City share of FAA projects. This project should reduce future costs related to pavement maintenance on the apron.

**TIMELINE/CURRENT STATUS:** This project would be programmed for Federal Fiscal Year 2020.

**COMMENTS:** Estimated Total Project Cost = \$623,650. City Share = \$62,365

<b><u>IMPACT ON OPERATING BUDGET:</u></b>		<b><u>FINANCING:</u></b>	
2017	\$		\$
2018	\$		\$
2019	\$		\$
2020	\$	Airport Improvement Fund	\$62,365
2021	\$		\$
5-YEAR TOTAL:	\$		\$62,365

**PROJECT FORM**

**PROJECT:** Land Acquisition  
**FISCAL YEAR:** 2020  
**PROJECT NO:** TBD  
**FUND:** Airport Improvement Fund  
**DEPARTMENT:** Public Works – Airport



**PROJECT DESCRIPTION:** Consider the acquisition of land adjacent to the airport for future expansion of the airport operations.

**NEED, JUSTIFICATION, BENEFIT:** Acquisition of land would satisfy the FAA requirement to acquire additional Runway Safety Area, and allow for the expansion of the general aviation hangar area in accordance with the Airport Master Plan.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** The timing of this project would align with adjacent property owner’s desire to sell property.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This project has been in the CIP queue for several years.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA would reimburse 90% of eligible acquisition costs. While \$500,000 is being programmed (\$50,000 City Share), the actual cost of the acquisition is yet to be determined and would be based on fair market value appraisal of any property to be acquired.

**TIMELINE/CURRENT STATUS:** This project would be programmed for Federal Fiscal Year 2020. However, it could be accelerated or delayed based on acquisition timing.

**COMMENTS:** FAA reimbursement would be in the Federal Fiscal Year following acquisition; therefore, the City would need to temporarily finance the full cost of acquisition until reimbursement from the FAA.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2017	\$		\$
2018	\$		\$
2019	\$		\$
2020	\$	Airport Improvement Fund	\$50,000
2021	\$		\$
5-YEAR TOTAL:	\$		\$50,000

**PROJECT FORM**

**PROJECT:** Crosswind Runway Lighting Upgrade

**FISCAL YEAR:** 2021

**PROJECT NO:** TBD

**FUND:** Airport Improvement Fund

**DEPARTMENT:** Public Works – Airport

**LOCATION & AREA MAP:**



**PROJECT DESCRIPTION:** Upgrade the crosswind runway lighting at the Hays Regional Airport under the FAA Airport Improvement program, which allows for reimbursement of 90% of eligible costs.

**NEED, JUSTIFICATION, BENEFIT:** • The crosswind runway (RNWY 4-22) lighting is direct bury and subject to damage from burrowing animals, natural corrosion, and accidental damage. Installing new cabling in conduit with light base cans will prevent unpredictable outages and difficult trouble shooting. The old light fixtures would also be upgraded to new, more energy efficient lights that would result in reduced electrical utility costs.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** By the 2021 program date, the current crosswind lighting will be past its life expectancy and upgrade will be imminent.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This project is listed in the CIP queue.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$76,200 to be paid out of the Airport Improvement Fund. The Airport Operating Budget makes annual transfers to the Airport Improvement Fund to cover the City share of FAA projects. This project should reduce future costs related to lighting maintenance and assure the safe operation of the crosswind runway.

**TIMELINE/CURRENT STATUS:** This project would be programmed for Federal Fiscal Year 2021.

**COMMENTS:** Total Project Cost estimated to be \$762,000 with City share of \$76,200.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2017	\$		\$
2018	\$		\$
2019	\$		\$
2020	\$		\$
2021	\$	Airport Improvement Fund	\$76,200
<b>5-YEAR TOTAL:</b>	<b>\$</b>		<b>\$76,200</b>

**PROJECT FORM**

**PROJECT:** Rehabilitate Taxiway Mike (Design)  
**FISCAL YEAR:** 2022  
**PROJECT NO:** TBD  
**FUND:** Airport Improvement Fund  
**DEPARTMENT:** Public Works – Airport

**LOCATION & AREA MAP:**



**PROJECT DESCRIPTION:** Rehabilitate Taxiway Mike at the Hays Regional Airport under the FAA Airport Improvement program, which allows for reimbursement of 90% of eligible costs.

**NEED, JUSTIFICATION, BENEFIT:** Taxiway M runs parallel to the main runway. The project would involve making repairs to failed areas of the taxiway and widening turning radii at intersections to better accommodate larger aircraft.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** The CRJ-200 jet used by SkyWest to provide commercial service to Hays Regional Airport is almost too large for the existing taxiway width, particularly when making turns. Widening Taxiway Mike would provide an extra margin for error and reduce the chances of dropping a wheel off the pavement edge. Also, by the program year of 2024, the concrete pavement will need significant rehabilitation.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This project is listed in the current CIP.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$40,750 to be paid out of the Airport Improvement Fund. The Airport Operating Budget makes annual transfers to the Airport Improvement Fund to cover the City share of FAA projects. This project should reduce future costs related to pavement maintenance on taxiway Mike.

**TIMELINE/CURRENT STATUS:** This project would be programmed for Federal Fiscal Year 2022.

**COMMENTS:** Design Costs are estimated to be \$407,500 with City share \$40,750.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2018	\$		\$
2019	\$		\$
2020	\$		\$
2021	\$		\$
2022	\$	Airport Improvement Fund	\$40,750
5-YEAR TOTAL:	\$		\$40,750

**PROJECT FORM**

**PROJECT:** Airport Parking Lot

**FISCAL YEAR:** 2023

**PROJECT NO:** TBD

**FUND:** Airport Improvement Fund

**DEPARTMENT:** Public Works – Airport



**PROJECT DESCRIPTION:** Rehabilitate and expand the public parking lot at the Hays Regional Airport under the FAA Airport Improvement program, which allows for reimbursement of 90% of eligible costs.

**NEED, JUSTIFICATION, BENEFIT:** As boardings increase at the Hays Regional Airport, it will be necessary to increase capacity by adding additional spaces. This can be accomplished by paving the existing gravel long-term parking lot.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** By the time this project is programmed in 2023, rehabilitation of the existing parking lot pavement will be necessary.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Airport Capital Improvement Program. This project is listed in the current CIP.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** The FAA covers 90% of the project leaving the City share at \$13,272 to be paid out of the Airport Improvement Fund. The Airport Operating Budget makes annual transfers to the Airport Improvement Fund to cover the City share of FAA projects. This project should reduce future costs related to pavement maintenance in the parking lot.

**TIMELINE/CURRENT STATUS:** This project would be programmed for Federal Fiscal Year 2023.

**COMMENTS:** Total project costs are estimated to be \$132,715 with City share \$13,272. This project is a low priority for FAA, so if demand requires the expansion of parking sooner than 2023, work may be accomplished by the Service Division outside of the FAA Airport Improvement Program.

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2019	\$		\$
2020	\$		\$
2021	\$		\$
2022	\$		\$
2023	\$	Airport Improvement Fund	\$13,272
5-YEAR TOTAL:	\$		\$13,272



# **Commission Work Session Agenda**

## **Memo**

**From:** Brenda Kitchen, City Clerk

**Work Session:** December 15, 2016

**Subject:** 2016 Boundary Resolution

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

### **Summary**

One piece of property was annexed into the City since the last boundary Resolution was passed on December 22, 2015. The City Commission is asked to approve a Resolution re-defining the boundaries or corporate limits of the City of Hays, Kansas.

### **Background**

Kansas statutes require cities to pass a resolution re-defining the entire boundary line of the City whenever property is annexed into the city limits during a calendar year. A certified copy of the resolution is filed with the county clerk, the register of deeds, and the state transportation engineer.

### **Discussion**

The following ordinance annexed property into the city limits in 2016:  
Ordinance No. 3922 – 3 lots in Heart of America Second Addition – generally located at Commerce Parkway and East 9<sup>th</sup> Street.

City Attorney John Bird will prepare a new resolution re-defining the city limits and it will be presented to the Commission for approval at the December 22, 2016 Commission meeting.

### **Legal Consideration**

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

### **Financial Consideration**

There are no known financial considerations for this item.

### **Options**

The City Commission has the following options:

- Option 1. Approve the resolution re-defining the boundaries or corporate limits of the City of Hays, Kansas.
- Option 2. Not approve the resolution re-defining the boundaries or corporate limits of the City of Hays, Kansas.

### **Recommendation**

Staff recommends approval of a Resolution which re-defines the boundaries or corporate limits of the City of Hays, Kansas

### **Action Requested**

Approve a Resolution which re-defines the boundaries or corporate limits of the City of Hays, Kansas.

### **Supporting Documentation**

City map showing annexed areas

Resolution

Ordinance No. 3922

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION RE-DEFINING THE BOUNDARIES OR CORPORATE LIMITS OF THE CITY OF HAYS, KANSAS, AS REQUIRED BY SECTION 12-517 OF KANSAS STATUTES ANNOTATED.**

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WHEREAS, the City of Hays, Kansas has added territory to said City; and

WHEREAS, K.S.A. 12-517 requires the City of Hays, Kansas, to declare by resolution the entire boundary of the City;

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

The boundary of the city is hereby fixed and defined as follows:

Beginning at a point 1,090.73 feet East and 235.00 feet North of the Southwest Corner of the Northwest Quarter (NW 1/4) of Section 27, Township 13 South, Range 18 West of the Sixth Principal Meridian, said point being on the East line of the Mart City First Addition to the City of Hays and 235.00 feet North of the Southeast Corner of said Mart City First Addition;

THENCE Northerly along the East line of said Mart City First Addition extended to the Southerly right of way line of Interstate 70, a distance of 1,078.05 feet; THENCE with an angle of 66 degrees 33 minutes 55 seconds to the left, along the South right of way line of Interstate 70, a distance of 28.75 feet; THENCE with an angle of 90 degrees 00 minutes 00 seconds to the right a distance of 240.00 feet to a point on the Northerly right of way line of Interstate 70; THENCE with an angle of 90 degrees 00 minutes 00 seconds to the right along the North right of way line of Interstate 70 a distance of 648.35 feet; THENCE with an angle of 119 degrees 44 minutes 30 seconds to the left, along a line perpendicular to the north line of the Northwest Quarter of Section 27, Township 13 South, Range 18 West, a distance of 1,417.67 feet to a point that is 50.00 feet south of the north line of Section 27; thence on an assumed bearing of South 89 degrees 10 minutes 14 seconds East, along a line parallel with and 50.00 feet south of the north line of the Northwest Quarter of Section 27, a distance of 926.15 feet to a point on the east line of said Northwest Quarter; thence South 89 degrees 09 minutes 58 seconds East, along a line that is parallel with and 50.00 feet south of the north line of the

Northeast Quarter of Section 27, a distance of 2,575.37 feet; thence South 43 degrees 50 minutes 00 seconds East a distance of 28.12 feet; thence South 01 degrees 29 minutes 58 seconds West, parallel with and 50.00 feet west of the east line of said Section 27, a distance of 13.00 feet; thence South 89 degrees 09 minutes 58 seconds East a distance of 50.00 feet to a point on the east line of said Section 27, said point being 83.00 feet south of the northeast corner of Section 27; thence South 89 degrees 00 minutes 19 seconds East a distance of 50.00 feet; thence North 01 degrees 29 minutes 58 seconds East, parallel with and 50.00 feet east of the west line of the Northwest Quarter of Section 26, Township 13 South Range 18 West, a distance of 13.00 feet; thence North 46 degrees 14 minutes 49 seconds East a distance of 28.41 feet; thence South 89 degrees 00 minutes 19 seconds East, parallel with and 50.00 feet south of the north line of said Section 26, a distance of 71.00 feet; thence North 01 degrees 29 minutes 58 seconds East a distance of 50.00 feet to a point on the north line of said Section 26, said point being 141.01 feet east of the northwest corner of said Section 26; thence North 01 degrees 31 minutes 11 seconds East a distance of 50.00 feet; thence North 89 degrees 00 minutes 19 seconds West, parallel with and 50.00 feet north of the south line of the Southwest Quarter of Section 23, Township 13 South Range 18 West, a distance of 70.00 feet; thence North 43 degrees 44 minutes 34 seconds West a distance of 28.15 feet; thence North 01 degrees 31 minutes 11 seconds East, parallel with and 50.00 feet east of the west line of said Section 23, a distance of 6.50 feet; thence North 89 degrees 00 minutes 19 seconds West a distance of 50.00 feet to a point on the west line of said Section 23, said point being 76.50 feet north of the southwest corner of said Section 23; thence North 89 degrees 09 minutes 58 seconds West a distance of 50.00 feet; thence South 01 degrees 31 minutes 11 seconds West, parallel with and 50.00 feet west of the east line of the Southeast Quarter of Section 22, Township 13 South, Range 18 West, a distance of 6.50 feet; thence South 46 degrees 10 minutes 36 seconds West a distance of 28.45 feet; thence North 89 degrees 09 minutes 58 seconds West, parallel with and 50.00 feet north of the south line of said Southeast Quarter, a distance of 2550.15 feet; thence North 43 degrees 46 minutes 09 seconds West a distance of 35.11 feet to a point on the west line of said Southeast Quarter, said point being 75.00 feet north of the southwest corner of said Southeast Quarter; thence North 01 degrees 38 minutes 27 seconds East, along the east line of the Southwest Quarter of said Section 22, a distance of 29.01 feet; thence North 89 degrees 10 minutes 14 seconds West a distance of 35.00 feet; thence South 01 degrees 38 minutes 27 seconds West, parallel with and 35.00 feet west of the east line of said Southwest Quarter, a distance of 29.01 feet; thence South 46 degrees

14 minutes 07 seconds West a distance of 35.60 feet; thence North 89 degrees 10 minutes 14 seconds West, parallel with and 50.00 feet north of the south line of said Southwest Quarter, a distance of 867.55 feet to the southeast corner of Block 1 of Vernie's Addition to Ellis County; THENCE South 89 degrees 12 minutes 15 seconds West, along the South line of said Block 1 of Vernie's Addition, a distance of 315.50 feet to a point on the East right of way line of Sherman Avenue; THENCE North 00 degrees 47 minutes 45 seconds West, along said East right of way line, a distance of 664.93 feet to the intersection of said East right of way line with the North right of way line of 43rd Street; THENCE South 89 degrees 12 minutes 15 seconds West, along the North right of way line of 43rd Street, a distance of 571.18 feet to a point on the south line and 71.00 feet east of the southwest corner of Lot 2, in Block 2 of the Marvin F. Braun Addition to Hays-Ellis County, Kansas; THENCE on a bearing of North, parallel with the west line of said Lot 2, a distance of 240.00 feet to a point on the south line of Lot 4, in Block 2 of said Addition; THENCE South 89 degrees 12 minutes 15 seconds West, along the south line of said Lot 4, a distance of 200.15 feet to a point on the East right of way line of General Hays Road; THENCE on a bearing of North, along said East right of way line, a distance of 674.60 feet to the Northwest corner of Lot 6 in Block 2 of the Marvin F. Braun Addition to Hays-Ellis County, Kansas; THENCE North 89 degrees 12 minutes 15 seconds East, along the North line of said Lot 6, a distance of 403.85 feet to the Northeast corner of said Lot 6; THENCE on a bearing of North a distance of 715.94 feet; THENCE North 00 degrees 01 minutes 39 seconds East a distance of 350.51 feet to the Southeast corner of Lot 6 in Block 3 of the North Hays Addition to Ellis County, Kansas; THENCE North 00 degrees 03 minutes 50 seconds East, along the East line of said Lot 6, a distance of 300.00 feet to the Northeast corner of said Lot 6; THENCE North 89 degrees 58 minutes 10 seconds West, along the north line of Lots 5 and 6 in Block 3 of the North Hays Addition to Ellis County, Kansas, a distance of 393.85 feet to a point on the East right of way line of General Hays Road; THENCE North 00 degrees 03 minutes 50 seconds East, along said East right of way line, a distance of 989.91 feet; THENCE on a curve to the left, an arc distance of 333.80 feet, said curve having a radius of 835.00 feet, a central angle of 22 degrees 54 minutes 15.45 seconds, a chord bearing of North 11 degrees 23 minutes 18 seconds West, and a chord length of 331.58 feet; THENCE on a curve to the right, an arc distance of 305.81 feet, said curve having a radius of 765.00 feet, a central angle of 22 degrees 54 minutes 15.45 seconds, a chord bearing of North 11 degrees 23 minutes 18 seconds West, and a chord length of 303.78 feet; THENCE North 00 degrees 03 minutes 50 seconds East a distance of 618.95 feet; THENCE North 89 degrees 10 minutes 42

seconds East, along a line parallel with and 50.00 feet South of the North line of Section 22. Township 13 South, Range 18 West, a distance of 155.71 feet THENCE North 00 degrees 49 minutes 18 seconds West a distance of 50.00 feet to a point on the North line of said Section 22; THENCE continuing North 00 degrees 49 minutes 18 seconds West a distance of 40.00 feet; THENCE South 89 degrees 10 minutes 42 seconds West a distance of 349.06 feet; THENCE South 00 degrees 03 minutes 30 seconds East a distance of 10.00 feet; THENCE South 89 degrees 10 minutes 42 seconds West a distance of 179.03 feet to a point on the East right of way line of U.S. Highway 183; THENCE North 78 degrees 01 minutes 01 seconds West along said East right of way line, a distance of 113.87 feet; thence North 00 degrees 03 minutes 39 seconds West, along the east right of way line of Highway 183, a distance of 1519.42 feet; thence North 27 degrees 26 minutes 16 seconds East a distance of 129.58 feet; thence North 00 degrees 09 minutes 51 seconds West a distance of 147.64 feet; thence North 27 degrees 29 minutes 56 seconds West a distance of 129.26 feet; thence North 00 degrees 03 minutes 39 seconds West, along the east right of way line of Highway 183, a distance of 157.48 feet; thence South 89 degrees 50 minutes 09 seconds West a distance of 30.00 feet to a point on the west line of the Southwest Quarter of Section 15, Township 13 South, Range 18 West; THENCE South 89 degrees 50 minutes 09 seconds West a distance of 190.41 feet to a point on the West right of way line of U.S. Highway 183; THENCE South 00 degrees 08 minutes 59 seconds East, along said right of way, a distance of 2062.60 feet to the intersection of said West right of way with the North right of way of 55th Street; THENCE South 88 degrees 58 minutes 17 seconds West, along said north right of way, a distance of 445.08 feet; THENCE South 00 degrees 04 minutes 27 seconds East a distance of 50.01 feet to the intersection of the North line of Section 21, Township 13 South, Range 18 West, and the West right of way of Roth Avenue extended; THENCE continuing South 00 degrees 04 minutes 27 seconds East a distance of 50.01 feet to a point on the South right of way line of 55th Street; THENCE North 88 degrees 58 minutes 17 seconds East, along said South right of way, a distance of 1.69 feet; THENCE South 01 degrees 01 minutes 43 seconds East a distance of 47.00 feet; THENCE South 88 degrees 58 minutes 17 seconds West a distance of 2.47 feet; THENCE South 00 degrees 04 minutes 27 seconds East, along the West right of way of Roth Avenue, a distance of 2504.08 feet to a point on the North right of way line of 48th Street; THENCE continuing on the last described course a distance of 40.01 feet to a point on the north line of the Southeast Quarter of Section 21, Township 13 South, Range 18 West; THENCE westerly along said north line, a distance of 2,000.52 feet to the Northwest corner of said Southeast Quarter; THENCE southerly along the West Line of said Southeast Quarter a distance of

897.20 feet to a point on the North right of way line of 45th Street extended; THENCE easterly along said extended right of way line, said line also being the south line of the Roth 5th Addition to Ellis County, a distance of 1325.90 feet to the Northwest corner of the Roth Third Addition to the City of Hays; THENCE southerly along the west line of said Roth Third Addition, a distance of 1,391.52 feet; THENCE with an angle to the left of 60 degrees 47 minutes, a distance of 40.62 feet; THENCE with an angle of 90 degrees 00 minutes 00 seconds to the right a distance of 235.00 feet; THENCE with an angle of 143 degrees 40 minutes 05 seconds to the left a distance of 19.65 feet; THENCE with an angle of 53 degrees 41 minutes 19 seconds to the right a distance of 625.80 feet; THENCE with an angle of 15 degrees 12 minutes 41 seconds to the right a distance of 895.48 feet; THENCE with an angle of 22 degrees 02 minutes 09 seconds to the right a distance of 212.11 feet; THENCE with an angle of 86 degrees 58 minutes 22 seconds to the right a distance of 59.20 feet to the intersection of the south right-of-way line of Interstate 70 Highway and the west right-of-way line of U.S. 183 Highway; THENCE northwesterly along the south right-of-way line of Interstate 70 Highway, approximately 720 feet; THENCE southerly 408.46 feet to a point 622 feet west of the east line of Section 28; THENCE with an angle of 90N20'10" to the right, a distance of 1,992.73 feet; THENCE with an angle of 91N10'06" to the right, a distance of 1,012.75 feet to the northeast corner of the Northwest Quarter (NW/4) of Section 28; THENCE with an angle of 90N55'20" to the left along said north line, a distance of 2,630.14 feet to the Southeast Corner of Section Twenty (20); THENCE North along the East line of Section 20 a distance of 50.00 feet; THENCE West on a line 50.00 feet North of and parallel with the South line of said Section 20 a distance of 663.76 feet to the Southeast corner of the Golden Belt Estates First Addition to the City of Hays, Kansas; THENCE North 01 degrees 09 minutes 42 seconds East along the East line of said Addition a distance of 610.51 feet; THENCE North 89 degrees 58 minutes 38 seconds East a distance of 664.19 feet to a point on the East line of said Section 20, said point being 660.79 feet North of the Southeast corner of said Section 20; THENCE North 01 degrees 12 minutes 03 seconds East, along the East line of said Section 20 a distance of 354.98 feet to a point on the South right of way line of Interstate 70; THENCE North 88 degrees 47 minutes 57 seconds West along said Interstate 70 right of way, a distance of 33.00 feet; thence North 06 degrees 21 minutes 57 seconds West, along said Interstate 70 right of way, a distance of 1,053.16 feet; THENCE North 65 degrees 13 minutes 54 seconds West, along said South right of way line, a distance of 1,264.41 feet to the Northwest corner of the Golden Belt Estates Third Addition; THENCE continuing North 65 degrees 13 minutes 54 seconds West, along the south right of way

line of Interstate 70, a distance of 113.65 feet to a point on the north line of the Southeast Quarter of said Section 20; THENCE North 68 degrees 03 minutes 03 seconds West, along the south right of way line of Interstate 70, a distance of 1,313.65 feet to a point on the west line of the Northeast Quarter of said Section 20; THENCE South 00 degrees 59 minutes 33 seconds West, along said west line, a distance of 493.00 feet to the Northwest Corner of the Southeast Quarter (SE 1/4) of said Section 20; THENCE on a bearing of South 01 degrees 02 minutes 46 seconds West along the West line of the Southeast Quarter (SE 1/4) of said Section 20 a distance of 1,695.17 feet to the Northeast corner of the King's Gate First Addition; THENCE North 89 degrees 58 minutes 07 seconds West along the North line of the King's Gate First Addition, a distance of 985.34 feet; THENCE with an angle of 41 degrees 32 minutes 00 seconds to the left a distance of 424.09 feet; THENCE with an angle of 47 degrees 35 minutes 30 seconds to the left a distance of 579.34 feet; THENCE West (33.00 feet North of and parallel with the South line of said Southwest quarter of Section 20) a distance of 1042.35 feet; THENCE North a distance of 27.00 feet; THENCE westerly a distance of 257.90 feet to a point 64.88 feet North of the South line of said Southwest quarter; THENCE South 64.88 feet to a point 53.55 feet East of the Southwest corner of said Southwest Quarter and on the South line of said Southwest Quarter of Section 20; THENCE on an assumed bearing of North 88 degrees 42 minutes 49 seconds East along the North line of the Northwest quarter of Section 29, Township 13 South; Range 18 West a distance of 385.95 feet; THENCE on a bearing of South 00 degrees 14 minutes 26 seconds East a distance of 50.00 feet to the South right of way line of 41st Street and the Northwest Corner of Lot 5, Block 1 of the Second Replat of a Portion of Westridge Addition to Ellis County, Kansas; THENCE continuing on the last described course along the West line of Lots 4 and 5, Block 1 of said addition a distance of 610.01 feet to the Southwest Corner of Lot 4, Block 1 of said addition; THENCE on a bearing of South 88 degrees 42 minutes 55 seconds West along the North line of Lot 2, Block 1 of said addition, a distance of 45.35 feet to the Northwest Corner of said Lot 2; THENCE on a bearing of South 01 degrees 15 minutes 57 seconds East along the West line of said Lot 2 a distance of 290.90 feet to the North right of way line of 38th Street; THENCE on a bearing of North 88 degrees 42 minutes 49 seconds East along the North line of said 38th Street a distance of 9.91 feet; THENCE on a curve to the right having a radius of 50.00 feet, a chord bearing of South 75 degrees 31 minutes 06 seconds East, a chord length of 93.29 feet, an arc length of 120.25 feet to the South line of Lot 2, Block 1 of said addition; THENCE on a bearing of North 88 degrees 42 minutes 50 seconds East along the South line of Lot 2, Block 1 of said addition a

distance of 230.00 feet to the West line of Lot 2, Block 2 of said addition; THENCE on a bearing of South 00 degrees 14 minutes 26 seconds East along the West line of Lot 2 and 3, Block 2 of said addition a distance of 312.39 feet to the North right of way line of 37th Street and the Southwest Corner of Lot 3, Block 2 of said addition; THENCE continuing on the last described course a distance of 30.00 feet to a point on the East-West sixteenth line of the Northwest Quarter of Section 29, township 13 South, Range 18 West; THENCE West along said sixteenth line a distance of 281.41 feet; thence South, parallel with the West line of said Northwest Quarter, a distance of 1,318.44 feet to a point on the South line of said Northwest Quarter, said point being 445.36 feet East of the Southwest corner of said Northwest Quarter; THENCE West along South line of said Northwest Quarter a distance of 131.79 feet to the Northwest corner of the DK Ranch Addition to the City of Hays, Kansas; THENCE South 00 degrees 35 minutes 28 seconds West a distance of 316.96 feet; THENCE North 89 degrees 24 minutes 32 seconds West a distance of 55.00 feet; THENCE on a curve to the left, an arc distance of 142.01 feet, said curve having a radius of 50.00 feet, a central angle of 162 degrees 44 minutes 12 seconds, a chord length of 98.87 feet and a chord bearing of South 09 degrees 13 minutes 22 seconds West; THENCE on a curve to the left, an arc distance of 224.31 feet, said curve having a radius of 540.00 feet, a central angle of 23 degrees 47 minutes 58 seconds, a chord length of 222.70 feet and a chord bearing of South 12 degrees 42 minutes 40 seconds East; THENCE South 24 degrees 36 minutes 40 seconds East a distance of 705.16 feet; THENCE on a curve to the right, an arc distance of 202.34 feet, said curve having a radius of 460.00 feet, a central angle of 25 degrees 12 minutes 08 seconds, a chord length of 200.71 feet and a chord bearing of South 12 degrees 00 minutes 36 seconds East; THENCE South 00 degrees 35 minutes 28 seconds West a distance of 365.79 feet; THENCE South 89 degrees 09 minutes 17 seconds West a distance of 518.77 feet to a point on the east right of way line of U.S. Highway 183 Alternate; THENCE South 00 degrees 50 minutes 43 seconds East, along said right of way, a distance of 209.59 feet; THENCE South 03 degrees 01 minutes 18 seconds East, along said right of way, a distance of 123.23 feet; THENCE South 02 degrees 53 minutes 57 seconds East, along said right of way, a distance of 63.17 feet; THENCE North 89 degrees 36 minutes 52 seconds East a distance of 1,186.31 feet to a point on the east line of the West Half of the Southwest Quarter of Section 29, Township 13 South, Range 18 West; THENCE North 00 degrees 35 minutes 28 seconds East, along the east line of said West Half of the Southwest Quarter, a distance of 40.17 feet; THENCE on a curve to the left, an arc distance of 10.44 feet, said curve having a radius of 525.00 feet, a central angle of 01 degrees 08 minutes 20 seconds, a chord length of 10.44

feet and a chord bearing of South 89 degrees 53 minutes 14 seconds West; THENCE South 88 degrees 48 minutes 15 seconds West a distance of 604.26 feet; THENCE North 00 degrees 35 minutes 28 seconds East a distance of 554.97 feet; THENCE North 89 degrees 37 minutes 13 seconds East a distance of 614.49 feet to a point on the east line of said West Half of the Southwest Quarter; THENCE North 00 degrees 35 minutes 28 seconds East, along the east line of said West Half of the Southwest Quarter, a distance of 1650.00 feet to the northeast corner of said West Half of the Southwest Quarter; thence North along the North-South sixteenth line of the Northwest Quarter of said Section 20, a distance of 1,288.36 feet to a point on the South right of way line of 37th Street; thence East along said right of way line a distance of 32.48 feet to the Southeast Corner of said Second Replat of a Portion of Westridge Addition; THENCE on a bearing of North 00 degrees 14 minutes 26 seconds West along the East line of said addition a distance of 1298.40 feet; THENCE East 50.00 feet South of and parallel with the North line of the Northwest quarter of Section 29, Township 13 South, Range 18 West a distance of 1290.16 feet to the East line of said Northwest quarter of Section 29; THENCE Southerly along the East line of the Northwest quarter of said Section 29 a distance of 2586.30 feet to the Southeast corner of the Northwest quarter of said Section 29; THENCE west along the north line of the Southwest Quarter (SW/4) of Section 29, a distance of 1,117.29 feet to the Northeast Corner of Country Club Estates Sixth Addition to the City of Hays; THENCE continuing along the last described course along the North line of said Country Club Estates Sixth Addition a distance of 35.00 feet to the centerline of Columbine Drive; THENCE on a bearing of South 00 degrees 00 minutes 17 seconds West along the centerline of said Columbine Drive a distance of 70.00 feet; THENCE on a curve to the left along said centerline, having a radius of 300.00 feet, a chord bearing of South 15 degrees 59 minutes 10 seconds East, a chord length of 165.30 feet, an arc distance of 167.47 feet; THENCE on a curve to the right along said centerline having a radius of 300.00 feet, a chord bearing of South 00 degrees 03 minutes 16 seconds West, a chord length of 318.26 feet, an arc distance of 335.47 feet; THENCE on a bearing of South 32 degrees 05 minutes 23 seconds West along said centerline a distance of 73.79 feet; THENCE on a curve to the left along said centerline having a radius of 478.40 feet, a chord bearing of South 16 degrees 32 minutes 24 seconds West, a chord length of 256.49 feet, an arc distance of 259.67 feet; THENCE on a bearing of South 00 degrees 59 minutes 22 seconds West along said centerline a distance of 1078.73 feet; THENCE on a bearing of South 89 degrees 00 minutes 38 seconds East a distance of 35.00 feet to the East right of way line of said Columbine Drive; THENCE continuing on the last described course a distance of 401.70 feet; THENCE with an angle of

56 degrees 08 minutes 37 seconds to the right a distance of 237.37 feet; THENCE with an angle of 60 degrees 54 minutes 44 seconds to the left a distance of 22.88 feet; THENCE with an angle of 29 degrees 56 minutes 20 seconds to the right a distance of 125.00 feet; THENCE with an angle of 90 degrees 00 minutes 00 seconds to the right to the initial tangent of a curve to the left having a radius of 230.00 feet, an arc distance of 104.89 feet; THENCE Southerly tangent to said curve a distance of 275.38 feet to the South line of the Southwest Quarter (SW 1/4) of Section 29; THENCE with an angle of 90 degree 00 minutes 00 seconds to the left along said South line a distance of 1559.39 feet to a point 1560.00 feet West of the Northeast Corner of Section 32; THENCE southerly, a distance of approximately 2,127.50 feet to a point 1,579.00 feet west of the east line of Section 32 and 517.00 feet north of the south line of the Northeast Quarter (NE/4) of Section 32; THENCE westerly parallel with said south line, a distance of 16.00 feet; THENCE south parallel with the east line of Section 32, to the northerly line of 13th Street extended; THENCE northwesterly along the northerly line of 13th Street extended, to intersect the center line of Big Creek; THENCE southerly along the center line of Big Creek to the point said center line intersects the south line of the Northeast Quarter (NE/4) of Section 32; THENCE west along said south line, to the point said south line intersects the northerly line of 12th Street extended; THENCE Southeasterly along said northerly line to intersect the center line of Big Creek; THENCE southerly along the center line of Big Creek to the point of intersection of the center line of Big Creek and the south right-of-way of the Union Pacific Railroad; THENCE on a bearing of North 59 degrees 00 minutes 39 seconds West along said South railroad right of way a distance of 450.33 feet; THENCE on a bearing of South 40 degrees 04 minutes 21 seconds West a distance of 60.76 feet to the South Old Highway 40 permanent easement line; THENCE on a bearing of North 59 degrees 00 minutes 39 seconds West along said South permanent easement line a distance of 1190.87 feet to the South Old Highway 40 right -of-way line; THENCE on a bearing of North 78 degrees 45 minutes 51 seconds West along said Highway right of way line a distance of 160.57 feet; THENCE on a bearing of South 82 degrees 45 minutes 43 seconds West along said Highway right of way line a distance of 908.23 feet to the easterly right of way line of U.S. Highway 183 Alternate; THENCE on a bearing of South 19 degrees 23 minutes 51 seconds East along the said Easterly highway right of way line a distance of 470.21 feet; THENCE on a bearing of South 27 degrees 57 minutes 37 seconds East along said Easterly right of way line a distance of 4329.40 feet; THENCE on a curve to the left having a radius of 2799.79 feet, a chord bearing of South 37 degrees 42 minutes 46 seconds East a chord length of 948.54 feet, an arc distance of 953.14

feet to the Westerly line of the Fort Hays Historical Park; THENCE on a bearing of South 36 degrees, 51 minutes 35 seconds West along said Westerly line of Fort Hays Historical Park Extended a distance of 65.31 feet to the centerline of U.S. Highway 183 Alternate; THENCE easterly, along said centerline, on a curve to the left, the initial tangent of which is at an angle of 84N27'20" to the left of the last described course and having a radius of 2,864.93 feet, an arc distance of 2,251.51 feet; THENCE east along said centerline, a distance of 2,259.45 feet, to the centerline of Big Creek; THENCE with an angle of 78N54'05" to the right along the centerline of Big Creek, a distance of 231.87 feet; THENCE with an angle of 10N14'48" to the left, a distance of 356.34 feet; THENCE with an angle of 8N59'39" to the right, a distance of 355.94 feet; THENCE with an angle of 77N43'02" to the left, a distance of 196.32 feet; THENCE with an angle of 66N31'34" to the left, a distance of 274.93 feet; THENCE with an angle of 27N53'22" to the right, a distance of 119.42 feet; THENCE with an angle of 36N55'29" to the left, a distance of 180.30 feet; THENCE with an angle of 34N16'16" to the right, a distance of 107.51 feet; THENCE with an angle of 55N33'32" to the right, a distance of 131.00 feet, to the intersection of the centerline of Big Creek and the centerline of Montgomery Street Drainage Ditch; THENCE northerly with an angle of 98N29'47" to the left, a distance of 336.07 feet, to the intersection of the centerline of Montgomery Street Drainage Ditch and the centerline of U.S. Highway 183 Alternate; THENCE with an angle of 90N51'44" to the right along the centerline of U.S. Highway 183 Alternate, a distance of 100.00 feet; THENCE with an angle of 83N54'10" to the left, a distance of 494.84 feet to the northerly line of the Fort Hays Military Reservation; THENCE southeasterly with an angle of 109N51'00" to the right along the said Fort Hays Military Reservation line to the intersection of said reservation line and the south right-of-way line of U.S. Highway 183 Alternate; THENCE easterly along the south right-of-way line of U.S. Highway 183 Alternate, 942.15 feet; THENCE southeasterly, a distance of 108 feet; THENCE east perpendicular to the east line of Section 4, a distance of 30 feet; THENCE south along the east line of said Section 4, a distance of 361.52 feet to the north line of the Fort Hays Military Reservation; THENCE on an assumed bearing of South 56 degrees 54 minutes East along the said Fort Hays Military Reservation line a distance of 289.58 feet; THENCE South 34 degrees 18 minutes West a distance of 35.70 feet; THENCE North 87 degrees 25 minutes West, a distance of 112.00 feet; THENCE South 03 degrees 46 minutes East a distance of 784.50 feet along the East right of way line of U.S. 183 Highway; THENCE South 08

degrees 07 minutes West, a distance of 600.10 feet along said right of way; THENCE South 02 degrees 13 minutes West, a distance of 987.40 feet along said right of way; THENCE South 87 degrees 47 minutes East, a distance of 84.30 feet; THENCE on a curve of 1,241.35 feet radius to the right, an arc distance of 879.00 feet with a chord which bears South 67 degrees 30 minutes East, a chord length of 860.80 feet; THENCE South 47 degrees 12 minutes East, a distance of 104.91 feet; THENCE North 50 degrees 07 minutes East, a distance of 110.50 feet; THENCE North 01 degree 46 minutes East, a distance of 2,141.30 feet to a point on the Northerly line of the Fort Hays Military Reservation; THENCE North 56 degrees 54 minutes West, a distance of 816.18 feet; THENCE North parallel with the East line of Section 4, Township 14 South, Range 18 West, a distance of 32 feet; THENCE southeasterly parallel to the Fort Hays Military Reservation line, a distance of 1,981.92 feet to the west edge of Chetolah Creek right-of-way; THENCE south, along the west edge of Chetolah Creek right-of-way to the center line of Reservation Road; THENCE southeasterly along the center line of Reservation Road to the center line of Chetolah Creek; THENCE southeasterly on a line perpendicular to the center line of Chetolah Creek a distance of 100.00 feet to a point on the east right-of-way of Chetolah Creek; THENCE northeasterly along the east Chetolah Creek right-of-way on an assumed bearing of North 41 degrees 40 minutes 00 seconds East a distance of 106.00 feet to a point of tangency; THENCE continuing along the east right-of-way line of Chetolah Creek on a curve to the left having a radius of 1414.1 feet, an arc distance of 436.73 feet to the intersection of the east right-of-way of Chetolah Creek and the east line of the Southeast Quarter of Section 3, Township 14 South, Range 18 West; THENCE continuing on the last described course along the east right-of-way line of Chetolah Creek on an arc distance of 182.94 feet to the Southwest corner of Lot 2, Block 1 of the Southridge Estates Addition; THENCE east along the south line of said Lot 2, a distance of 534.43 feet to the Southeast corner of said Lot 2; THENCE north along the east line of said Southridge Estates Addition, a distance of 755.51 feet to a point on the southerly right-of-way of the old U.S. Highway 40 Bypass; THENCE North 81 degrees 01 minutes 00 seconds West along said right-of-way a distance of 353.76 feet; THENCE south a distance of 318.44 feet; THENCE west a distance of 126.34 feet to a point on the east right-of-way of Chetolah Creek; THENCE north along the east Chetolah Creek right-of-way, a distance of 465.08 feet to a point of tangency; THENCE continuing on the east Chetolah Creek right-of-way on a curve to the right having a radius of 746.3 feet, an arc distance of 312.88 feet to a point of tangency; THENCE northeasterly along the east Chetolah Creek right-of-way, a distance of 376.00 feet

to a point of tangency; THENCE continuing on the east Chetolah Creek right-of-way on a curve to the left having a radius of 325.90 feet, an arc distance of 472.33 feet to a point of tangency; THENCE northwesterly along the east Chetolah Creek right-of-way, a distance of 544.97 feet; THENCE at an angle of 58N45'34" to the right and parallel to the east line of the Northwest Quarter (NW/4) of Section 3, Township 14 South, Range 18 West, a distance of 2,452.18 feet to a point 50 feet south of the north line of the Northwest Quarter (NW/4) of Section 3; THENCE east parallel with the north line of the Northwest Quarter (NW/4) of Section 3, a distance of 262.56 feet; THENCE with an angle of 0N0'18" to the left, parallel with the north line of the Northeast Quarter (NE/4) of Section 3, a distance of 472.06 feet; THENCE with an angle of 90N00'00" to the right, a distance of 538.00 feet; THENCE with an angle of 90N00'00" to the left, a distance of 520.00 feet; THENCE with an angle of 90N00'00" to the right, a distance of 30.00 feet; THENCE with an angle of 90N00'00" to the left on a line parallel with the north line of Section 3, a distance of 1,255.00 feet; THENCE with an angle of 90N00'00" to the right, a distance of 581.91 feet; THENCE with an angle of 89N16'41" to the left, a distance of 383.05 feet to the east line of Section 3; THENCE with an angle of 90N00'00" to the right along the west line of Section 2, a distance of 28.17 feet; THENCE east parallel with the north line of Section 2, a distance of 475.00 feet; THENCE south parallel with the west line of Section 2, a distance of 1,413.25 feet; THENCE east, a distance of 1,320 feet; THENCE north parallel with the west line of Section 2, a distance of 2,649.26 feet to the north line of the Northwest Quarter (NW/4) of Section 2; THENCE east along said north line a distance of 852.79 feet to the Southwest Corner of the Southeast Quarter (SE 1/4) of Section 35, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas; THENCE on an assumed bearing of North 00 degrees 04 minute 25 seconds East along the West line of said Southeast Quarter (SE 1/4) a distance of 33.00 feet to the Southwest Corner of the Tallgrass Addition to the City of Hays, Kansas; THENCE North 89 degrees 40 minutes 26 seconds East parallel with the South line of said Southeast Quarter (SE 1/4), a distance of 513.17 feet; THENCE North 00 degrees 19 minutes 34 seconds West perpendicular to the South line of said Southeast Quarter (SE 1/4), a distance of 17.00 feet; THENCE North 89 degrees 40 minutes 26 seconds East parallel with the South line of said Southeast Quarter (SE 1/4), a distance of 620.00 feet; THENCE South 00 degrees 19 minutes 34 seconds East perpendicular to the South line of said Southeast Quarter (SE 1/4), a distance of 17.00 feet to a point 33.00 feet North of the South line of said Southeast Quarter (SE 1/4); THENCE North 89 degrees 40

minutes 26 seconds East parallel with the South line of said Southeast Quarter (SE 1/4), a distance of 545.32 feet; THENCE North 00 degrees 14 minutes 22 seconds East parallel with the East line of said Southeast Quarter (SE 1/4), a distance of 125.00 feet; THENCE North 89 degrees 40 minutes 26 seconds East parallel with the South line of said Southeast Quarter (SE 1/4), a distance of 350.00 feet; THENCE North 00 degrees 14 minutes 22 seconds East parallel with the East line of said Southeast Quarter (SE 1/4), a distance of 991.92 feet; THENCE North 89 degrees 40 minutes 26 seconds East and parallel with the South line of said Southeast Quarter (SE 1/4), a distance of 539.54 feet to a point on the Commerce Parkway right of way; THENCE on an assumed bearing of South 01 degree 28 minutes 11 seconds West, a distance of 427.34 feet; THENCE westerly, parallel with the North right of way line of 13th Street, a distance of 310.00 feet; THENCE southerly, parallel with the West right of way line of Commerce Parkway, a distance of 166.37 feet; THENCE easterly, parallel with the North right of way line of 13th Street, a distance of 310.00 feet to a point on the West right of way line of Commerce Parkway; THENCE southerly, along said right of way line, a distance of 60.00 feet; THENCE westerly, parallel with the North right of way line of 13<sup>th</sup> Street, a distance of 539.54 feet; THENCE southerly, parallel with the West right of way line of Commerce Parkway, a distance of 440.00 feet to a point on the North right of way line of 13<sup>th</sup> Street; THENCE Easterly, along said 13<sup>th</sup> Street right of way, a distance of 286.37 feet; THENCE on a bearing of South 00 degrees 54 minutes 13 seconds West a distance of 17.000 meters (55.77 feet) to a point on the North line of Section 2, Township 13 South, Range 18 West which is 100.000 meters (328.08 feet) West of the Northeast Corner of said section as measured along the section line; THENCE on a bearing of South 00 degrees 54 minutes 13 seconds West a distance of 17.000 meters (55.77 feet); THENCE on a bearing of South 89 degrees 05 minutes 47 seconds East a distance of 76.848 meters (252.13 feet); THENCE on a bearing of South 01 degrees 24 minutes 51 seconds West a distance of 793.488 meters (2,603.30 feet) to the South line of the Northeast Quarter (NE 1/4) of said Section 2; THENCE on a bearing of South 03 degrees 37 minutes 31 seconds West a distance of 156.226 meters (512.55 feet); THENCE on a bearing of South 01 degrees 25 minutes 28 seconds West a distance of 250.000 meters (820.21 feet); THENCE on a bearing of South 01 degrees 09 minutes 08 seconds East a distance of 200.199 meters (656.82 feet); THENCE on a bearing of South 01 degrees 25 minutes 28 seconds West a distance of 59.458 meters (195.07 feet) to the North right of way line of the Union Pacific Railroad; THENCE continuing on the last described course a distance of 105.500 meters (346.13 feet) to the North edge of the Old Highway 40 pavement; THENCE on a bearing of South 79

degrees 34 minutes 02 seconds East along the said North edge of Old Highway 40 pavement a distance of 20.251 meters (66.44 feet) to the East line of said Section 2; THENCE on a bearing of South 79 degrees 33 minutes 49 seconds East along the said North edge of the Old Highway 40 pavement a distance of 20.249 meters (66.43 feet); THENCE on a bearing of North 01 degrees 25 minutes 28 seconds East a distance of 105.500 meters (346.13 feet) to the North right of way line of said Union Pacific Railroad; THENCE continuing on the last described course a distance of 157.876 meters (517.97 feet) to the South line of Angela Drive in Country Five Subdivision; THENCE on a bearing of South 88 degrees 34 minutes 30 seconds East along the South line of said Angela Drive a distance of 10.001 meters (32.81 feet); THENCE on a bearing of North 01 degrees 25 minutes 28 seconds East a distance of 4.816 meters (15.80 feet); THENCE South 88 degrees 34 minutes 32 seconds East a distance of 1085.00 feet; THENCE North 01 degrees 25 minutes 28 seconds East a distance of 600.00 feet; THENCE North 88 degrees 34 minutes 32 seconds West a distance of 1101.40 feet to a point on the East Right of Way of Commerce Parkway; THENCE North 01 degrees 25 minutes 28 seconds East a distance of 333.16 feet to the Southwest corner of the Heart of America First Addition; THENCE South 89 degrees 17 minutes 17 seconds East, parallel with the north line of the Southwest Quarter of Section 1, Township 14 South, Range 18 West, a distance of 750.00 feet to the Southeast corner of said Heart of America First Addition; THENCE North 01 degrees 25 minutes 29 seconds East, parallel with the west line of said Southwest Quarter a distance of 530.01 feet to the Northeast corner of said Addition; THENCE North 89 degrees 17 minutes 17 seconds West, parallel with the north line of said Southwest Quarter, a distance of 750.00 East, parallel with the West line of the Southwest Quarter of Section 1, Township 14 South, Range 18 West, a distance of 946.54 feet to the South right of way line of Ninth Street; THENCE South 89 degrees 17 minutes 16 seconds East, along said South right of way line, a distance of 158.52 feet; THENCE North 01 degrees 25 minutes 29 seconds East, parallel with the west line of said Southwest Quarter, a distance of 691.53 feet; THENCE Westerly, parallel with and 50.00 feet South of the North line of said Southwest Quarter, a distance of 298.51 feet; THENCE South 01 degrees 25 minutes 29 seconds West, parallel with the West line of said Southwest Quarter, a distance of 160.89 feet; THENCE North 89 degrees 17 minutes 16 seconds West a distance of 961.50 feet to a point on the East Commerce Parkway right of way, said point also being the Northwest corner of said Heart of America First Addition; THENCE North 01 degrees 25 minutes 29 seconds East along said East right of way, a distance of 208.71 feet to the South line of the Northwest Quarter (NW 1/4) of Section 1, Township 14 South, Range 18 West;

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THENCE on a bearing of South 89 degrees 17 minutes 17 seconds East along the South line of the Northwest Quarter (NW 1/4) of said Section 1 a distance of 4.000 meters (13.12 feet); THENCE on a bearing of North 01 degrees 24 minutes 51 seconds East a distance of 193.469 meters (634.74 feet); THENCE on a bearing of North 00 degrees 18 minutes 15 seconds West a distance of 200.090 meters (656.46 feet); THENCE on a bearing of North 01 degrees 24 minutes 51 seconds East a distance of 400.076 meters (1,312.58 feet); THENCE on a bearing of South 89 degrees 15 minutes 22 seconds East a distance of 27.197 meters (89.23 feet); THENCE on a bearing of North 00 degrees 44 minutes 38 seconds East a distance of 17.000 meters (55.77 feet) to the South line of Section 36, Township 13 South, Range 18 West; THENCE continuing on the last described course a distance of 17.000 meters (55.77 feet); THENCE on a bearing of North 89 degrees 15 minutes 22 seconds West a distance of 24.783 meters (81.31 feet); THENCE on a bearing of North 01 degrees 28 minutes 11 seconds East a distance of 150.322 meters (493.18 feet); THENCE on a bearing of North 88 degrees 31 minutes 49 seconds West a distance of 5.000 meters (16.40 feet); THENCE on a bearing of North 01 degrees 28 minutes 11 seconds East a distance of 60.960 meters (200.00 feet); THENCE on a bearing of South 88 degrees 31 minutes 49 seconds East a distance of 5.000 meters (16.40 feet); THENCE on a bearing of North 01 degrees 28 minutes 11 seconds East a distance of 575.554 meters (1,880.30 feet) to a point on the South line of the Northwest Quarter (NW 1/4) of said Section 36; THENCE on a bearing of North 01 degrees 27 minutes 50 seconds East a distance of 41.914 meters (137.51 feet); THENCE on a bearing of North 06 degrees 21 minutes 47 seconds East a distance of 229.970 meters (754.49 feet); THENCE on a bearing of North 88 degrees 32 minutes 10 seconds West a distance of 44.641 meters (146.46 feet) to a point on the East line of the Northeast Quarter (NE 1/4) of Section 35, Township 13 South, Range 18 West; THENCE continuing on the last described course a distance of 73.619 meters (241.53 feet); THENCE on a bearing of South 53 degrees 27 minutes 23 seconds East a distance of 45.265 meters (148.51 feet); THENCE on a bearing of South 03 degrees 17 minutes 59 seconds East a distance of 183.514 meters (602.08 feet); THENCE on a bearing of South 01 degrees 27 minutes 50 seconds West a distance of 170.60 feet to a point that is 35.00 feet north of the south line and 70.00 feet west of the east line of the Northeast Quarter of Section 35, Township 13 South, Range 18 West; thence North 89 degrees 05 minutes 47 seconds West, parallel with and 35.00 feet north of the south line of said Northeast Quarter, a distance of 779.35 feet; thence North 30 degrees 54 minutes 13 seconds West a distance of 25.00 feet; thence North 89 degrees 05 minutes 47 seconds West, parallel with the south line of said Northeast Quarter, a distance of 95.00 feet; thence South

30 degrees 54 minutes 13 seconds West a distance of 25.00 feet; thence North 89 degrees 05 minutes 47 seconds West, parallel with and 35.00 feet north of the south line of said Northeast Quarter, a distance of 816.11 feet to the southeast corner of Lot 43, in Block B of the Tallgrass 2nd Addition to the City of Hays, Kansas; thence on an assumed bearing of North 00 degrees 14 minutes 10 seconds East, along the east line of said Tallgrass 2nd Addition, a distance of 2,144.73 feet to a point on the Southerly right of way line of Interstate 70 Highway; THENCE North 60 degrees 27 minutes 21 seconds West along said Southerly right of way line, 762.46 feet, to a point 80.00 feet South and 206.90 feet East of the Northwest Corner of said Northeast Quarter (NE 1/4) of Section 35; THENCE South 89 degrees 41 minutes 07 seconds West on a line parallel with the North line of said Northeast Quarter (NE 1/4) a distance of 206.90 feet to a point on the West line of said Northeast Quarter (NE 1/4), said point being 80.00 feet South of the Northwest Corner of said Northeast Quarter (NE 1/4); THENCE South 00 degrees 04 minutes 15 seconds West along the West line of said Northeast Quarter (NE 1/4) a distance of 904.53 feet to the Northeast Corner of Vo-Tech Addition to the City of Hays; THENCE West parallel with the South line of said Northwest quarter a distance of 2442.84 feet; THENCE North along a line parallel with the West line of said Northwest quarter a distance of 210.00 feet; THENCE West along a line parallel with the South line of said Northwest quarter a distance of 210.00 feet to a point on the West line of said Northwest quarter Section 35; THENCE North along the West line of said Northwest quarter a distance of 540.49 feet to a point 239.00 feet South of the Southwest corner of Section 26, Township 13 South, Range 18 West; THENCE East parallel with the South line of said Section 26 a distance of 222.00 feet; THENCE North parallel with the West line of Section 35, Township 13 South, Range 18 West a distance of 239.00 feet to the North line of said Section; THENCE East along the South line of said Section 26 a distance of 256.00 feet; THENCE north parallel with the west line of Section 26, a distance of 269.00 feet; THENCE east parallel with the south line of Section 26, a distance of 508.00 feet; THENCE north parallel with the west line of Section 26, a distance of 710.57 feet to the south right-of-way line of Interstate 70 Highway; THENCE with an angle of 60N53'40" to the left along said south right-of-way line, a distance of 1,127.62 feet to the east line of Section 27; THENCE continuing on the last described course along said south right-of-way line, a distance of 277.83 feet; THENCE with an angle of 4N17'21" to the left, a distance of 243.12 feet; THENCE with an angle of 116N24'08" to the left, on a bearing of South 01 degrees 33 minutes 29 seconds West a distance of 235.04 feet; THENCE on an assumed bearing of North 70 degrees 11 minutes 18 seconds West a distance of 340.10 feet; THENCE South

28 degrees 00 minutes 15 seconds West a distance of 105.05 feet; THENCE South 07 degrees 07 minutes 46 seconds West a distance of 237.03 feet; THENCE South 51 degrees 56 minutes 38 seconds West a distance of 197.12 feet; THENCE South 61 degrees 40 minutes 20 seconds West a distance of 179.48 feet; THENCE South 33 degrees 18 minutes 13 seconds West a distance of 60.06 feet; THENCE South 02 degrees 38 minutes 17 seconds East a distance of 320.00 feet; THENCE South 60 degrees 28 minutes 42 seconds West a distance of 125.00 feet; THENCE South 83 degrees 01 minutes 01 seconds West a distance of 250.00 feet; THENCE South 22 degrees 01 minutes 23 seconds West a distance of 256.15 feet; THENCE South 89 degrees 28 minutes 28 seconds West a distance of 232.78 feet; THENCE South 00 degrees 42 minutes 17 seconds East a distance of 336.19 feet; THENCE with an angle of 90 degrees 00 minutes 00 seconds to the right 100.00 feet North of and parallel with the South line of Section 27 a distance of 15.15 feet to the East line of Hays Plaza Third Addition; THENCE north with an angle of 90N00'00" to the right, a distance of 680.00 feet; THENCE with an angle of 51N45' to the right, a distance of 677.12 feet; THENCE with an angle of 49N30' to the left, a distance of 216.35 feet; THENCE with an angle of 36N15'31" to the left, a distance of 338.10 feet; THENCE with an angle of 20N06'08" to the right, a distance of 240.98 feet; THENCE with an angle of 34N15'28" to the left, a distance of 1,080.00 feet to the north line of the Southeast Quarter (SE/4) of Section 27; THENCE with an angle of 138 degrees 10 minutes 00 seconds to the right along the North line of the Southeast Quarter (SE 1/4) of Section 27 a distance of 292.46 feet to the Southerly right of way line of Interstate 70; THENCE with an angle of 144 degrees 17 minutes 20 seconds left along said Southerly right of way a distance of 625.42 feet; THENCE with an angle of 04 degrees 52 minutes 19 seconds left along said South right of way a distance of 276.22 feet to the West line of Sundance Addition; THENCE continuing on the last described course along the Southerly right of way line of Interstate 70 a distance of 483.35 feet; THENCE with an angle of 120 degrees 50 minutes 30 seconds left along a line parallel with and 415.00 feet West of the West line of Hays Sundance Addition, a distance of 519.41 feet; THENCE with an angle of 90 degrees 00 minutes 00 seconds to the right along a line parallel with and 235.00 feet North of the South line of the Northwest Quarter (NW 1/4) of said Section 27 a distance of 905.38 feet to a point on the East line of Mart City First Addition and the point of beginning.

Plus the following tracts of land:

Beginning at a point on the north line of Section Twelve (12),

Township Fourteen (14) South, Range Eighteen (18) West and 30.0 feet east of the Northwest Corner; THENCE on a bearing of South 00N00'00" East a distance of 621.66 feet; THENCE on a bearing of North 89N59'59" East a distance of 303 feet; THENCE on a bearing of North 00N00'00" West a distance of 300.0 feet; THENCE on a bearing of North 89N59'59" East a distance of 8.09 feet; THENCE on a bearing of South 13N13'31" East a distance of 5072.84 feet to a point on the south line of said Section Twelve (12); THENCE on a bearing of South 89N15'58" West along the south line of said Section Twelve (12) a distance of 1501.76 feet to the Southwest Corner of said Section Twelve (12); THENCE West along the south line of said Section Eleven (11) a distance of 30.0 feet; THENCE on a bearing of North 00N00'01" West to a point on the north right-of-way line of Reservation Road; THENCE on a bearing of North 58N16' West along the north right-of-way line of Reservation Road a distance of 23.5 feet; THENCE on a bearing of North 00N00'01" West to a point on the north line of said Section Eleven (11); THENCE continuing on the same bearing in said Section Two (2) a distance of 37.4 feet to a point on the south right-of-way line of Old Highway 40; THENCE on a bearing of South 80N57'52" East along said south highway right-of-way line a distance of 50.63 feet to a point on the east line of said Section Two (2); THENCE continuing on the same bearing along the said highway right-of-way line in said Section One (1) a distance of 30.38 feet; THENCE on a bearing of South 00N00'01" East a distance of 23.56 feet to a point on the south line of said Section One (1) and the Point of Beginning;

A tract of land in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) and the West Half of the Northwest Quarter (W 2, NW 1/4) of Section 20, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas, described as follows:

Beginning at a point 49.25 feet East of the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 20, Township 13 South, Range 18 West; THENCE on an assumed bearing of North 02 degrees 59 minutes 26 seconds East along the East line of U.S. Highway 183 Alternate a distance of 615.09 feet; THENCE on a bearing of North 89 degrees 58 minutes 45 seconds East a distance of 428.46 feet to the East line of B&M Development Company Addition to Ellis County, Kansas; THENCE on a bearing of North 01 degrees 20 minutes 34 seconds East along the East line of said addition a distance of 739.11 feet to the Southwest corner of Lot 4, Block 2, of the Frontier City Addition; THENCE South 89 degrees 58 minutes 45 seconds West, along the South line of said Lot 4, a distance of 403.50 feet to the southwest

corner of said Lot 4, said point being on the East right of way line of U.S. Highway 183 Alternate; THENCE North 03 degrees 22 minutes 08 seconds East, along said East right of way line, a distance of 175.21 feet; THENCE North 00 degrees 35 minutes 21 seconds West, along said East right of way line, a distance of 123.77 feet to the intersection of said East right of way line with the South right of way line of Frontier Road; THENCE North 00 degrees 35 minutes 21 seconds West along the East right of way line of U.S. Highway 183 Alternate a distance of 60.04 feet; THENCE North 00 degrees 37 minutes 19 seconds West along said East right of way line a distance of 160.50 feet; THENCE North 05 degrees 34 minutes 09 seconds East along said East right of way line a distance of 416.19 feet;

THENCE North 09 degrees 21 minutes 20 seconds West along said East right of way line, a distance of 50.88 feet; THENCE North 06 degrees 04 minutes 31 seconds East along said East right of way line a distance of 295.82 feet; THENCE North 23 degrees 17 minutes 29 seconds East along said East right of way line a distance of 191.58 feet to a point on the South right of way line of Interstate 70; THENCE South 78 degrees 57 minutes 22 seconds East along said South right of way line a distance of 461.89 feet; THENCE South 64 degrees 44 minutes 49 seconds East along said South right of way line a distance of 704.87 feet to a point on the East line of the West Half of the Northwest Quarter (W 2, NW 1/4) of said Section 20; THENCE South 01 degrees 15 minutes 04 seconds West along said East line a distance of 736.06 feet; THENCE continuing on the last described course a distance of 60.00 feet to a point on the South right of way line of Frontier Road; THENCE continuing on the last described course a distance of 1634.04 feet along said East line of the West Half of the West Half (W 2, W 2) of Section 20 to the Southeast Corner of the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of said Section 20; THENCE North 89 degrees 26 minutes 32 seconds West a distance of 1263.71 feet along the South line of the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of said Section 20 to the point of beginning;

All of the Northeast Quarter of Section Nineteen (NE/4, Sec. 19), Township Thirteen (13) South, Range Eighteen (18) West of the Sixth Principal Meridian, Ellis County, Kansas lying South of U.S. Interstate Highway 70 and West of U.S. Highway 183 Alternate more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter (NE 1/4) of Section 19; THENCE South on a bearing of South 01 degrees 17 minutes 26 seconds West, along the West line of said Northeast Quarter (NE 1/4) of Section 19, a distance of 2641.13 feet to the Southwest Corner of said Northeast Quarter (NE 1/4) of Section 19; THENCE East on a bearing of South 89 degrees 15 minutes 39 seconds East, along the South line of said Northeast Quarter (NE 1/4) of Section 19, a distance of 2576.90 feet to the West right of way line of U.S. Highway 183 Alternate; THENCE North on a bearing of North 02 degrees 03 minutes 11 seconds East, along said U.S. Highway 183 Alternate right of way, a distance of 212 feet; THENCE continuing North on a bearing of North 01 degrees 13 minutes 11 seconds East, along said U.S. Highway 183 Alternate right of way, a distance of 181 feet; THENCE continuing Northerly on a bearing of North 05 degrees 00 minutes 49 seconds West, along U.S. Interstate Highway 70 right of way, a distance of 824 feet; THENCE continuing

North on a bearing of North 01 degrees 10 minutes 11 seconds East, along said Interstate 70 right of way, a distance of 100 feet; THENCE Northwesterly on a bearing of North 30 degrees 48 minutes 49 seconds West along U.S. Interstate Highway 70 right of way, a distance of 415 feet; THENCE Northwesterly on a bearing of North 46 degrees 14 minutes 49 seconds West, along U.S. Interstate Highway 70 right of way, a distance of 633 feet; THENCE Northwesterly on a bearing of North 66 degrees 43 minutes 49 seconds West along U.S. Interstate Highway 70 right of way, a distance of 1419 feet to the North line of said Northeast Quarter (NE 1/4) of Section 19; THENCE West on a bearing of North 89 degrees 17 minutes 49 seconds West, along the North line of said Northeast Quarter (NE 1/4) of Section 19, a distance of 485.29 feet to the Northwest Corner of said Northeast Quarter (NE 1/4) of Section 19 and the point of beginning. Said tract contains 130.38 acres more or less.

A tract of land in the Southeast Quarter of Section 2, Township 14 South, Range 18 West, of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the southeast corner of said Section 2; THENCE on an assumed bearing of West, along the south line of said Section 2, a distance of 1800.00 feet; THENCE on a bearing of North a distance of 125.00 feet to the point of beginning of the land to be described; THENCE on a bearing of West a distance of 306.00 feet; THENCE North 09 degrees 20 minutes 48 seconds East, along a line perpendicular to the centerline of the Union Pacific Railroad, a distance of 247.01 feet to a point on the south Right of Way line of Old Highway 40; THENCE South 80 degrees 39 minutes 12 seconds East, along the south Right of Way line of Old Highway 40, a distance of 301.94 feet; THENCE South 09 degrees 20 minutes 48 seconds West, along a line perpendicular to the centerline of the Union Pacific Railroad, a distance of 197.31 feet to the point of beginning. This tract contains 1.540 acres.

That part of the Northeast Quarter of Section 2, Township 14 South, Range 18 West, of the 6<sup>th</sup> Principal Meridian, Ellis County, Kansas, described as follows:

All of Lots 15, 17 and 19, Block 9, and the North Half of the vacated alley along the south side of said lots, and except for the North 17 feet of said Lots for R/W, all in the George Phillip Addition to the City of Hays.

Except the following Tracts:

That part of the Southwest Quarter of Section 20, Township 13 South, Range 18 West, of the 6<sup>th</sup> Principal Meridian, Ellis County, Kansas, described as follows:

That part of the Southwest Quarter of Section 22, Township 13 South, Range 18 West, of the 6<sup>th</sup> Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the Southwest corner of said Southwest Quarter; THENCE on an assumed bearing of North 89 degrees 12 minutes 15 seconds East, along the South line of said Section 22, a distance of 492.00 feet to the intersection of said South line of Section 22 with the East right of way line of General Hays Road extended from the North; THENCE North 00 degrees 47 minutes 45 seconds West, along said East right of way line, a distance of 70.00 feet to the point of beginning of the land to be described; THENCE continuing on the land described course a distance of 200.00 feet; THENCE on a bearing of North a distance of 20.00 feet to the Southwest corner of Lot 1 in Block 1 of the Marvin F. Braun Addition to Ellis County, Kansas; THENCE North 89 degrees 12 minutes 15 seconds East a distance of 259.21 feet to the Southeast corner of Lot 2 in Block 1 of said Marvin F. Braun Addition; THENCE on a bearing of North a distance of 324.96 feet to the Northeast corner of said Lot 2, said point being on the South right of way line of 43rd Street; THENCE North 89 degrees 12 minutes 15 seconds East, along said South right of way line, a distance of 245.46 feet to the Northwest corner of Lot 5 in Block 1 of said Marvin F. Braun Addition; THENCE on a bearing of South a distance of 324.96 feet to the Southwest corner of said Lot 5; THENCE North 89 degrees 12 minutes 15 seconds East, along the South line of said Lot 5, a distance of 142.73 feet to a point 20.00 feet East of the Southeast corner of said Lot 5; THENCE on a bearing of North a distance of 324.96 feet to a point on the South right of way line of 43rd Street, said point being 20.00 feet East of the Northeast corner of said Lot 5; THENCE North 89 degrees 12 minutes 15 seconds East, along said South right of way line, a distance of 187.80 feet to the intersection of said South right of way line with the West right of way line of Sherman Avenue; THENCE South 00 degrees 47 minutes 45 seconds East, along said West right of way line, a distance of 564.94 feet to the intersection of said West right of way line with the North right of way line of 41st Street; THENCE South 89 degrees 12 minutes 15 seconds West, along said North right of way line a distance of 457.00 feet to the Southwest corner of the East 41st Street First Addition to Ellis County, Kansas; THENCE South 00 degrees 47 minutes 45 seconds East a distance of 20.00 feet; THENCE South

89 degrees 12 minutes 15 seconds West, along a line parallel with and 30.00 feet North of the South line of said Section 22, a distance of 83.00 feet; THENCE North 00 degrees 47 minutes 45 seconds West a distance of 10.00 feet; THENCE South 89 degrees 12 minutes 15 seconds West, along a line parallel with and 40.00 feet North of the South line of said Section 22, a distance of 270.00 feet; THENCE North 45 degrees 47 minutes 45 seconds West a distance of 42.43 feet to the point of beginning. This tract contains 9.038 acres.

That part of the Northeast Quarter of Section 21, Township 13 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

All of Lots 1 thru 15, in Block 1, of the North Hays Addition to Ellis County, Kansas. This tract contains 22.804 acres.

That part of the Northwest Quarter of Section 22, Township 13 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

That part of Lot 1 that lies south of a line that is parallel and 50 feet south of the north line of said Northwest Quarter, and all of Lots 2 thru 6, all in Block 2, of the North Hays Addition to Ellis County, Kansas. This tract contains 16.617 acres.

That part of the Northwest Quarter of Section 22, Township 13 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

All of Lots 8 thru 11, in Block 2, of the North Hays Addition to Ellis County, Kansas. This tract contains 6.980 acres.

The City of Hays contains ~~5,262.1345~~278.032 acres or 8.~~222247~~ square miles, more or less.

ADOPTED by the Commission on \_\_\_\_\_, 2016.

\_\_\_\_\_  
SHAUN MUSIL  
Mayor

ATTEST:

\_\_\_\_\_  
BRENDA KITCHEN  
City Clerk

**ORDINANCE NO. 3922**

**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 27<sup>th</sup> day of October, 2016.

  
\_\_\_\_\_  
SHAUN MUSIL  
Mayor

ATTEST:

  
\_\_\_\_\_  
BRENDA KITCHEN  
City Clerk

(seal)



