

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 12-11-15
Re: December 17, 2015 Work Session

Please find the attached agenda and supporting documentation for the December 17, 2015 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. Each year in December, the City Commission and board members of the Hays Recreation Commission meet to discuss the annual review of the Hays Aquatic Park and Bickle-Schmidt Sports Complex. There will be one action item as a result of this meeting, and that is authorizing the City's portion of the operating loss at the Hays Aquatic Park. For 2015, the operating loss was \$15,701.06.

2015 marks the first year since it was built that the Bickle-Schmidt Sports Complex has turned a profit. The operating contract with Hays Recreation, that expires at the end of 2017, does not provide for a split of operating revenues or losses. In discussing the matter with Roger Bixenman, HRC Superintendent, it has been determined that the profits generated by the Sports Complex for 2015 will be used for capital needs at the complex. City staff is very happy with this arrangement.

Item 3 – Fort Hays Municipal Golf Course Pro-shop Restroom Upgrades – Award of Design-build Proposal

Please refer to the attached memo from Jeff Boyle regarding the Pro-shop restroom upgrade award of design-build proposal. \$70,000 is budgeted in 2015 to upgrade the restrooms at the Fort Hays Municipal Golf Course. The restrooms are quite old, undersized, not ADA compliant, and are in desperate need of remodeling. City staff sent out a Design-build Request for Proposals within the budgeted amount and received two responsive proposals. City staff is recommending that the Commission award the contract to Commercial Builders in the amount of \$62,700 for the project. This is not only under budget, but also provides the best bang for the buck that the City could have hoped for before undertaking this project.

Item 4 – Fort Hays Municipal Golf Course Cart Storage Shed – Award of Bid

As you are aware, a fire destroyed one of the golf cart sheds at the Fort Hays Municipal Golf Course. City staff demoed the remains of the structure and then solicited bids to rebuild the shed. Two responsive bids were received with the low bid coming from Commercial Builders at \$39,326. City staff feels this is a fair bid and recommends moving forward with the contract.

Item 5 – Airport Capital Improvement Plan (CIP) Update

Please refer to the attached memorandum from John Braun, Assistant Director of Public Works, regarding the Airport CIP. Each year the City must file a Capital Improvement Plan with the FAA. The Capital Improvement Plan reflects the needs as identified by City of Hays staff and is then finalized by the FAA after it has provided input. Before submitting the Airport CIP to the FAA for consideration, it is customary that City staff give the Commission a heads-up in regard to our prioritization and the reasoning for the CIP. John will provide more information at the work session on Thursday.

Item 6 (2015 Boundary Resolution) and Item 7 (City of Hays Representative on Ellis County Coalition Board of Directors for 2016)

Items 6 and 7 are self-explanatory.

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**CITY OF HAYS
CITY COMMISSION WORK SESSION
THURSDAY, DECEMBER 17, 2015 – 6:30 P.M.
AGENDA**

1. **ITEM FOR REVIEW: [December 3, 2015 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 \(PAGE 5\)](#)**
PERSONS RESPONSIBLE: Jeff Boyle, Director of Parks
Roger Bixenman, HRC Superintendent
3. **ITEM FOR REVIEW: [Fort Hays Municipal Golf Course Pro-shop Restroom Upgrades – Award of Design-build Proposal \(PAGE 25\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Jeff Boyle, Director of Parks
4. **ITEM FOR REVIEW: [Fort Hays Municipal Golf Course Cart Storage Shed – Award of Bid \(PAGE 41\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Jeff Boyle, Director of Parks
5. **ITEM FOR REVIEW: [Airport Capital Improvement Plan Update \(PAGE 49\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Greg Sund, Director of Public Works
6. **ITEM FOR REVIEW: [2015 Boundary Resolution \(PAGE 55\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
7. **ITEM FOR REVIEW: [City of Hays Representative on Ellis County Coalition Board of Directors for 2016 \(PAGE 85\)](#)**
PERSONS RESPONSIBLE: City Commission
8. **OTHER ITEMS FOR DISCUSSION**
9. **EXECUTIVE SESSION (IF REQUIRED)**
10. **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 3, 2015 – 6:30 p.m.

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

November 19, 2015 Work Session Notes

There were no corrections or additions to the minutes of the work session held on November 19, 2015; the minutes stand approved as presented.

Sister Cities Advisory Board Report

Olga Detrixhe and Dawne Leiker, of the Sister Cities Advisory Board, updated the Commissioners on the progress the Sister Cities Advisory Board has made this past year and presented their goals and objectives for 2016. They also gave an update on the upcoming visit from the Chinese delegation.

Max Maximov, also a Sister Cities Advisory Board member, reported on his visit to Santa Maria, Paraguay, where he reaffirmed the Sister Cities relationship with them.

Phase I Agreement with CDM Smith for Design-Build Services at the Wastewater Facility

Stan Christopher, Project Manager HDR, presented the Commissioners with information regarding the selection process and recommendation of a design-build team for the wastewater facility rebuild.

For the past four months the design-build selection committee, which includes, City staff and HDR representatives, has been vetting design-build teams. Six responses were received after the initial request for qualifications was sent out in July. The selection committee narrowed down the group to three finalist teams; CDM Smith of Wichita, Black and Veatch/Garney, and Burns and

McDonnell, both of Kansas City, Missouri. The three finalists gave formal presentations to the committee.

After the presentations the selection committee met and scored the three finalists using comprehensive and detailed rating criteria. Each of the firms were required to address four items; project approach, safety and quality, compliance with the City's proposed contract, and meeting goals.

The selection committee recommended that the Commission move forward with CDM Smith as the design-build team for the rebuilding of the wastewater treatment facility. They feel CDM Smith has innovative ideas to improve the treatment process, but will also save the City money.

Bruce Barnes, Vice President with CDM Smith, provided a short presentation of their proposal. He stated they plan to bring the best value to the City and will make sure that we end up with a quality project. He also discussed the proposed schedule and deadlines.

Steve Thanner, Design-Build Project Manager with CDM Smith, discussed safety precautions for City staff as well as other employees on the job site. He emphasized how seriously they take their site safety plan.

Commissioner Jones stated he appreciates the fact that they are putting safety foremost in their minds.

Commissioner Musil asked how they can be sure the project will be done right, and built to last.

Mr. Barnes replied this team has focused on water and wastewater for over 70 years and is one of the nation's leaders in design. He stated they know what needs to be done and what will last.

Commissioner Schwaller asked when the Commission will have feedback as to the kind of treatment process they will be recommending.

City Manager, Toby Dougherty, replied that the basis of design recommendation will be brought back to the Commission in February for approval.

At the December 10, 2015 Commission meeting, Commissioners will be asked to authorize the City Manager to sign a contract with CDM Smith for Phase

1, 90% Design and GMP Development for a contract price not to exceed \$1,876,611.

Professional Services Agreement with Burns and McDonnell for Airport Snow Removal Equipment Procurement

With new jet service at the Hays Regional Airport, there is a higher level of snow removal required. Many of the snow fall events are small amounts or light slush/ice. The current snow removal equipment, loader plow and snow blower, are not effective at removing light accumulations; however, the commercial airline and Federal Aviation Administration (FAA) require these small amounts to be cleared. A rotary broom would be more effective at removal and would cause less wear and tear on the runway, taxiways, and apron compared to scraping the pavement with the blade.

The Airport Capital Improvement Program identifies acquisition of snow removal equipment as the next FAA funded Airport Improvement Project. The FAA has issued notice of their intent to fund the acquisition of an airport broom for snow and ice removal. The City's Airport Engineer, Burns and McDonnell, has prepared a work authorization for services related to the acquisition of this equipment.

Commissioner Meier asked why engineering services were needed for this purchase.

Greg Sund, Director of Public Works, replied that they are actually more of a consultant as they have people that are aware of the requirements the FAA puts on any procurement process.

At the December 10, 2015 Commission meeting, Commissioners will be asked to authorize the City Manager to execute Work Authorization No. 9 with Burns and McDonnell in the amount of \$13,830 with the City share to be funded out of the New Equipment Reserve Fund with 90% of the cost to be reimbursed by the FAA.

Other Items for Discussion

Commissioner Schwaller asked City staff to report back as to how we plan to address the declining enplanements at the airport.

Commissioner Meier asked for an update on the 13th Street construction.

Greg Sund, Director of Public Works, stated a crew was brought in from Dodge City and they are making progress, but it is taking longer than anticipated.

The work session was adjourned at 7:48 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Commission Work Session Agenda

Memo

From: Jeff Boyle, Director of Parks

Work Session: December 17, 2015

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 17, 2015. Items for discussion include:

- 1) Review the 2015 Pool Season Financial Report from the Hays Recreation Commission. City Staff recommends approval to proceed with the pool reimbursement request for an amount of **\$15,701.06** with funding from the Contractual Services line item of the 2015 General Fund Pool Budget.
- 2) Review the 2015 Bickle-Schmidt Sports Complex Financial report from the Hays Recreation Commission. No formal Commission action is required for this item.

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 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 17, 2015, HRC/City of Hays joint meeting.

Hays Aquatic Park

Review the 2015 Pool Season Financial Report from the Hays Recreation Commission. Consider approving the reimbursement request from the Hays Recreation Commission for an amount of **\$15,701.06** which is one-half of the total loss for pool operations (\$31,402.12) for the 2015 season.

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 attendance at the Hays Aquatic Park decreased in 2015 with 51,241 patrons visiting the pool when compared to 52,132 in 2014. Likewise, the attendance at Wilson Pool decreased from 3,836 patrons in 2014 to 3,637 in 2015.

Bickel Schmidt Sports Complex

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”.

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. In 2015, the Hays Recreation Commission realized a profit of \$18,297.38. Hays Rec intends to reinvest the profit into capital needs at the complex. City staff is happy with this arrangement.

The City’s YTD expenditures (November 30, 2015) for the city’s portion of the 2015 routine maintenance from the Bickle-Schmidt Sports Complex totals \$148,470. The city has a separate budget for all other routine maintenance of the facility that utilizes funding from the original sales tax proceeds. Examples of city budget expenditures would include mowing, spraying, cleaning, structural repairs, irrigation operations/repairs, equipment fuel/repairs and electrical needs.

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 operational losses at Wilson Pool and the Hays Aquatic Park (\$31,402.12). The total reimbursement request from the Hays Recreation Commission is one-half or 50% of this amount or \$15,701.06. The year-to-date (December 1, 2015) expenses to the city for pool operations is \$99,443.47. If the reimbursement request of \$15,701.06 is approved the YTD expenses to the city will be \$115,144.53. 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 a separate general fund budget that provides funding for all things necessary to maintain the pools in good operating condition. Examples of city budget expenditures would include chemicals, structural repairs, contractual services, paint, electrical and mechanical pumping systems.

Options

The City Commission has the following options:

- **Option 1:** Approve the request to pay the Hays Recreation Commission for 50% of the pool losses in the amount of **\$15,701.06**.
- **Option 2:** Do nothing. It should be noted that there is a legal agreement in place for the pools that states “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”.

- **Option 3:** Provide further guidance on how staff should proceed.

Recommendation

City Staff recommends approval to proceed with the pool reimbursement request from the Hays Recreation Commission for one-half of the total contractual revenue/expenditure loss for an amount of **\$15,701.06** with funding from the Contractual Services line item of the 2015 General Fund Pool Budget.

Action Requested

Approval to proceed with the pool reimbursement request from the Hays Recreation Commission for one-half of the total contractual revenue/expenditure loss for an amount of **\$15,701.06** with funding from the Contractual Services line item of the 2015 General Fund Pool Budget.

Supporting Documentation

Copy of the November 30, 2015 letter to Toby Dougherty, City Manager, from Roger Bixenman, HRC Superintendent discussing the 2015 Pool Season
Summary of Pool Operations for the 2015 Pool Season
Summary of Attendance/Season Pass/Pool Rentals
Summary of Pool Subsidy (2000-2014)
Copy of the Pool Services Agreement
Copy of a the November 30, 2015 letter to Toby Dougherty, City Manager, from Roger Bixenman, HRC Superintendent discussing the 2015 Bickle-Schmidt Sports Complex season
Financial Summary of Bickle-Schmidt Sports Complex 2013-2015
Summary of Bickle-Schmidt Sports Complex participation
Copy of the Bickle-Schmidt Sports Complex Facilities Agreement

November 30, 2015

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 2015 the City of Hays will need to reimburse the HRC a total of \$15,701.06. Last year the City's portion was \$7,960.14.

In 2015, at the Hays Aquatic Park the average attendance for the 75 actual days open was 683 compared to 75 days in 2014 for an average daily attendance of 695. We had a total of 51,241 visitors to the HAP in 2015 when compared to 52,132 visitors in 2014. Aquatic park admission was up from 2014 by \$2,950.75. June was the most attended month of the pool season. Our average noon time temperature this year was 82 degrees compared to 81 degrees in 2014. We did not open 7 days in 2015 compared to 7 days in 2014. We also closed early or opened late at 2pm on 13 days.

Wilson pool had an average of 56 patrons per day compared to 60 patrons per day in 2014. We had a total of 3,637 visitors to Wilson pool compared to 3,836 in 2014.

In the attached report, I have included the financial picture as it relates to HRC only. Also attached is an admission summary for 2015.

I believe we had another solid year down in attendance slightly from 2014. 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,

A handwritten signature in blue ink that reads "Roger Bixenman" with a long horizontal flourish extending to the right.

Roger Bixenman CPRP

**Hays Recreation Commission
Summary of Pool Operation
For the 2015 Pool Season**

HRC Revenue	2013	2014	2015
Aquatic Park Admission	75,651.00	85,841.50	88,792.25
HAP Fitness Classes	1,602.25	1,137.00	1,685.82
Season Passes	52,051.00	55,358.50	51,083.50
Concessions Revenue	50,546.34	51,867.59	51,298.72
Scholarship Season Passes	13,130.00	13,580.00	14,467.50
Scholarship Revenue	-	125.00	-
Wilson Pool Admission	2,215.00	2,582.75	3,620.60
Wilson Pool Concessions	1,283.00	1,107.50	1,149.80
Pool Rental Revenue	5,253.00	8,009.00	8,110.50
Swim Lesson Revenue	8,287.50	7,030.00	6,152.50
Miscellaneous Income	1,980.00	645.40	285.00
Total Actual Revenue YTD	211,999.09	227,284.24	226,646.19
HRC Direct Expenses	2013	2014	2015
Concession Expenses	23,992.07	21,352.44	21,214.78
Concession Salaries	17,105.15	12,275.05	15,335.95
HAP Salaries	126,775.00	127,520.12	131,430.93
HAP Promotions	2,869.73	2,961.50	3,135.49
HAP Maintenance	1,407.78	1,692.95	1,623.03
HAP Supplies	4,765.91	2,815.24	6,124.35
Guard Incentive Expense	-	40.00	55.46
Scholarship Pass Expense	9,230.00	8,780.00	8,605.00
Wilson Salaries	7,140.00	7,500.00	7,500.00
Wilson Supplies	-	-	-
HAP Fitness Salary	1,542.00	1,420.39	1,239.00
Guard Uniform Expense	4,943.18	2,871.19	2,957.25
Swim Lesson Salary	4,153.15	4,001.52	2,876.45
Swim Lesson Expense	300.00	300.00	200.00
Total Direct Expenses YTD	204,223.97	193,530.40	202,297.69
HRC Administrative Expenses	2013	2014	2015
Administrative Salary	28,175.00	29,043.22	33,724.05
Workers Compensation	2,033.12	2,399.24	2,228.43
FICA	14,139.43	13,904.66	14,696.14
Benefits	3,960.00	3,960.00	4,752.00
Insurance Liability Charge	371.00	367.00	350.00
Total Administrative Expenses YTD	48,678.55	49,674.12	55,750.62
Total Expenses Year to Date	252,902.52	243,204.52	258,048.31
Revenue Over/(Under) Expenses as of 11-25-2015	(40,903.43)	(15,920.28)	(31,402.12)
City of Hays Portion	(20,451.72)	(7,960.14)	(15,701.06)
HRC Portion	(20,451.72)	(7,960.14)	(15,701.06)

Hays Aquatic Park Attendance

HAP	Toddlers	Ages 3 to 17	Ages 18 & up	Pass	Day Pass	Specials	Total	Temp at Noon	Pool Rental/ Parties	Comments	Lazy River Fitness	Water Works
Sat, May 23, 2015								55		Didn't open due to weather		
Sun, May 24, 2015								58		Didn't open due to weather		
Mon, May 25, 2015	6	83	38	98	5	9	239	64		Opened at 2pm due to weather		
Tue, May 26, 2015	10	148	49	286	2	27	522	70				
Wed, May 27, 2015	8	110	38	186	2	2	346	68		Closed early due to weather		
Thu, May 28, 2015	8	120	30	213	3	112	486	68		Closed early due to weather		
Fri, May 29, 2015	11	167	62	305	7	22	574	70	75			
Sat, May 30, 2015								59	100	Didn't open due to weather		
Sun, May 31, 2015	20	163	99	149	4		435	70	25			
Mon, Jun 01, 2015	18	167	81	285	20	10	581	70			4	
Tue, Jun 02, 2015	23	194	121	362	7	19	804	73				11
Wed, Jun 03, 2015	9	91	36	191	5		355	72		Overcast	3	3
Thu, Jun 04, 2015	31	227	158	456	13	43	928	82			6	6
Fri, Jun 05, 2015	14	209	96	306	7	22	654	77			5	
Sat, Jun 06, 2015	46	274	297	288	6		911	82				
Sun, Jun 07, 2015	45	259	325	354	5	1	989	85				
Mon, Jun 08, 2015	36	266	198	438	11	52	1001	82			8	
Tue, Jun 09, 2015	46	240	197	464	3	61	1011	92			15	9
Wed, Jun 10, 2015	40	244	192	460	9	91	1036	88	25		7	10
Thu, Jun 11, 2015	15	177	126	323	2	28	671	77			12	9
Fri, Jun 12, 2015								67		Didn't open due to weather		
Sat, Jun 13, 2015	13	145	129	140	6		433	72	78			
Sun, Jun 14, 2015	3	37	20	33	1		98	75		Closed early due to weather		
Mon, Jun 15, 2015	26	145	119	255	4	23	574	77			12	
Tue, Jun 16, 2015	12	129	99	244		24	551	72			4	13
Wed, Jun 17, 2015	25	159	105	359	1		649	81		Closed early due to weather	5	
Thu, Jun 18, 2015	28	139	128	283	2	196	776	72				8
Fri, Jun 19, 2015	33	268	189	340	12	102	944	75			13	
Sat, Jun 20, 2015	54			251	6	874	1185	95		Swim Meet		
Sun, Jun 21, 2015	37	247	290	124	14		812	95				
Mon, Jun 22, 2015	28	186	170	286	10	95	775	95			10	
Tue, Jun 23, 2015	21	241	165	363	9	43	842	87	60		17	12
Wed, Jun 24, 2015	27	227	157	288	11	130	835	94			13	13
Thu, Jun 25, 2015	35	161	139	278	6	33	652	84			11	14
Fri, Jun 26, 2015	26	203	149	219	2	29	628	79	300		10	
Sat, Jun 27, 2015	40	263	343	209	7		862	82	25			
Sun, Jun 28, 2015	43	203	298	236	19		789	93				
Mon, Jun 29, 2015	37	201	174	260	12	37	721	90	385		14	
Tue, Jun 30, 2015	26	236	161	297	7	42	769	95			22	10
Wed, Jul 01, 2015	21	218	145	296	3	34	717	90			11	19
Thu, Jul 02, 2015								70		Did not open due to weather	8	
Fri, Jul 03, 2015	42	240	297	217	19	22	837	80			9	
Sat, Jul 04, 2015	27	40	316	91		321	795	85		Kids Free Swim	28	
Sun, Jul 05, 2015	32	201	267	233	2		735	96	25			
Mon, Jul 06, 2015								68		Didn't open due to weather	8	
Tue, Jul 07, 2015	6	60	36	163	6	15	286	73			7	

Hays Aquatic Park Attendance

HAP	Toddlers	Ages 3 to 17	Ages 18 & up	Pass	Day Pass	Specials	Total	Temp at Noon	Pool Rental/ Parties	Comments	Lazy River Fitness	Water Works
Wed, Jul 08, 2015	5	32	59	157			251	72		Closed early due to weather	5	
Thu, Jul 09, 2015										Did not open due to weather	7	
Fri, Jul 10, 2015	13	153	99	120	5	1	391	82		Closed early due to weather	10	
Sat, Jul 11, 2015	29	263	295	242	6		835	90	19			
Sun, Jul 12, 2015	30	241	278	225	9		783	97		Closed early due to weather		
Mon, Jul 13, 2015	32	169	157	302	7	36	703	97	43		19	
Tue, Jul 14, 2015	16	187	144	304	4	4	659	93			16	16
Wed, Jul 15, 2015	28	128	103	237	4	24	524	84			11	13
Thu, Jul 16, 2015	13	139	140	290	6	27	615	93	60		19	13
Fri, Jul 17, 2015	40	182	159	262	10	12	665	94	60	Closed early due to weather	17	
Sat, Jul 18, 2015	31	276	306	189	10		812	87	60			
Sun, Jul 19, 2015	22	129	177	148	8		484	83				
Mon, Jul 20, 2015	12	227	120	248	8	23	639	84			18	
Tue, Jul 21, 2015	13	127	83	219		21	463	82	60		11	12
Wed, Jul 22, 2015	1	57	27	90	6	9	190	74	254	Overcast	15	6
Thu, Jul 23, 2015	14	205	136	278	3	46	682	88	22		19	12
Fri, Jul 24, 2015	30	242	153	281	4	24	734	99			17	
Sat, Jul 25, 2015	16	146	162	94	1		419	86		Opened at 2pm; Closed early due to weather		
Sun, Jul 26, 2015	8	164	174	162	11		519	85	60			
Mon, Jul 27, 2015	20	182	126	198	5	15	548	88			16	
Tue, Jul 28, 2015	8	150	91	311		29	589	87	60		23	6
Wed, Jul 29, 2015	3	28	15	34	23	27	130	77	87	Opened at 2pm due to weather	5	5
Thu, Jul 30, 2015	9	103	75	251	1	11	450	80	174		12	6
Fri, Jul 31, 2015	13	176	118	235	2	51	595	84			21	
Sat, Aug 01, 2015	30	239	247	149			665	84				
Sun, Aug 02, 2015	16	174	201	142	5		538	90	500			
Mon, Aug 03, 2015	14	170	111	223	7	38	563	84	60		16	
Tue, Aug 04, 2015	8	78	68	157	1	3	315	84	60	Overcast/Closed early due to weather	12	4
Wed, Aug 05, 2015	11	64	59	113	3	377	627	81		Stress Buster Pool Party	12	5
Thu, Aug 06, 2015	9	91	49	75	3	10	237	79	244	Overcast	11	7
Fri, Aug 07, 2015	14	195	139	183	4	18	553	90	60		19	
Sat, Aug 08, 2015	22	218	229	132	8		609	91				
Sun, Aug 09, 2015	13	102	100	71			286	88	268	Overcast		
Mon, Aug 10, 2015	23	106	76	285	4	45	539	88	159			
Tue, Aug 11, 2015	11	108	65	167	1	10	362	78	425			
Wed, Aug 12, 2015	29	181	131	320	10	20	691	79				
	Toddlers	Ages 3 to 17	Ages 18 & up	Pass	Day Pass	Specials	Total	Temp at Noon	Total	Weather/Closed	Lazy River Fitness	Water Works
Totals	1,634	12,520	10,711	17,523	449	3,400	46,473		3,833	Did not open on 7 days	593	242
Average	21.79	169.19	144.74	233.64	6.60	62.96	619.64	82		Closed early on 10 days	12.3542	9.68
										Opened at 2pm on 3 days		

May	63	791	316	1,237	23	172	2,602					
June	837	5,538	4,662	8,392	217	1,955	21,836					
July	534	4,465	4,258	5,877	163	752	16,050					
August	200	1,726	1,475	2,017	46	521	5,985					
Dog Swim							100 dogs					

Wilson Attendance

Wilson Pool	Toddlers	Ages 3 to 17	Ages 18 & up	Pass	Day Pass	Specials	Total	Kick Board	Comments
Sat, May 30, 2015									Did not open due to weather
Sun, May 31, 2015				20			20		
Mon, Jun 01, 2015	3	7	1	25			36	9	
Tue, Jun 02, 2015	1	6	3	24			34	2	
Wed, Jun 03, 2015	3			16			19		
Thu, Jun 04, 2015	1	19	5	30			55	10	
Fri, Jun 05, 2015	1	9	4	26			40	5	
Sat, Jun 06, 2015	5	5	10	16			36	8	
Sun, Jun 07, 2015	2	14	19	40			75	5	
Mon, Jun 08, 2015	5	9	11	28			53	8	
Tue, Jun 09, 2015	4	11	4	40			59	6	
Wed, Jun 10, 2015	11	13	6	42			72	12	
Thu, Jun 11, 2015	4	6	3	34			47	4	
Fri, Jun 12, 2015									Did not open due to weather
Sat, Jun 13, 2015		4	3	8			15		
Sun, Jun 14, 2015		2	1	19			22		Closed early due to weather
Mon, Jun 15, 2015	2	14	2	45			63	15	
Tue, Jun 16, 2015	5	21	8	44			78	12	
Wed, Jun 17, 2015	10	36	8	34			88	16	Closed early due to weather
Thu, Jun 18, 2015	5	9	5	25			44	3	
Fri, Jun 19, 2015	27	13	7	30			77	6	
Sat, Jun 20, 2015	10	29	42	33			114	12	
Sun, Jun 21, 2015	8	11	5	22			46	8	
Mon, Jun 22, 2015	7	18	7	38			70	5	
Tue, Jun 23, 2015	6	17	10	45			78	3	
Wed, Jun 24, 2015	3	10	3	55			71	8	
Thu, Jun 25, 2015	4	39	21	27			91	7	
Fri, Jun 26, 2015	4	13	6	52			75	3	
Sat, Jun 27, 2015	4	5	2	29	1		41		
Sun, Jun 28, 2015	3	13	16	39	6		104	3	
Mon, Jun 29, 2015	2	13	2	46			63	6	
Tue, Jun 30, 2015	5	21	8	76			110	6	
Wed, Jul 01, 2015	4	19	10	25			58	9	
Thu, Jul 02, 2015									Did not open due to weather
Fri, Jul 03, 2015	6	9	7	30			52	3	
Sat, Jul 04, 2015	3	15	10	8			36	3	
Sun, Jul 05, 2015	5	16	11	33			65	2	
Mon, Jul 06, 2015									Did not open due to weather
Tue, Jul 07, 2015			1	22			23		
Wed, Jul 08, 2015		2	1	6			9		Closed early due to weather
Thu, Jul 09, 2015									Did not open due to weather

Wilson Attendance

Wilson Pool	Toddlers	Ages 3 to 17	Ages 18 & up	Pass	Day Pass	Specials	Total	Kick Board	Comments
Fri, Jul 10, 2015	5	8	1	26	1		41		Closed early due to weather
Sat, Jul 11, 2015	1	7	11	23			42	9	
Sun, Jul 12, 2015	3	8	17	36			64		Closed early due to weather
Mon, Jul 13, 2015	4	10	7	42			63	7	
Tue, Jul 14, 2015	3	11	5	44	1		64	12	
Wed, Jul 15, 2015	2	15	3	26			46	3	
Thu, Jul 16, 2015	3	19	10	33			65	7	
Fri, Jul 17, 2015	3	15	4	36			58	4	Closed early due to weather
Sat, Jul 18, 2015	10	12	10	26			48	11	
Sun, Jul 19, 2015	2	10	10	36			58	5	
Mon, Jul 20, 2015	1	5	4	34			44	13	
Tue, Jul 21, 2015	1	3	2	30			36	7	
Wed, Jul 22, 2015	1	4	1	16			22	8	
Thu, Jul 23, 2015	2	4	3	41			50	10	
Fri, Jul 24, 2015	5	17	5	52			79	13	
Sat, Jul 25, 2015									Did not open due to weather
Sun, Jul 26, 2015	3	14	19	37			73	5	
Mon, Jul 27, 2015	2	7	4	23			36	11	
Tue, Jul 28, 2015	4	11	11	52			78	5	
Wed, Jul 29, 2015									Did not open due to weather
Thu, Jul 30, 2015	4	28	8	40			80	3	
Fri, Jul 31, 2015	3	8	3	57			71	9	
Sat, Aug 01, 2015	2	13	11	21			47	11	
Sun, Aug 02, 2015	2	12	17	35			66	6	
Mon, Aug 03, 2015	3	8	3	24			38	5	
Tue, Aug 04, 2015	3	5	5	36			49	6	Closed early due to weather
Wed, Aug 05, 2015	3	16	4	40			63	8	
Thu, Aug 06, 2015	4	11	2	23			40	4	
Fri, Aug 07, 2015	4	15	12	50			81	14	
Sat, Aug 08, 2015	3	17	20	25			65	7	
Sun, Aug 09, 2015	1		3	33			31	5	
	Toddlers	Ages 3 to 17	Ages 18 & up	Pass	Day Pass	Specials	Total	Kick Board	Weather/Closed
Totals	250	761	477	2,129	9	0	3,637	407	Did not open on 7 days
Average	4.17	12.48	7.57	32.75	2.25	0.00	55.95	7.27	Closed early on 3 days

May/June	145	387	222	1,008	7	0	1,796
July	80	277	178	834	2	0	1,361
August	25	97	77	287	0	0	480

POOL SUMMARY

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

File ✓
Calendar ✓

POOL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14th 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 1st 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.

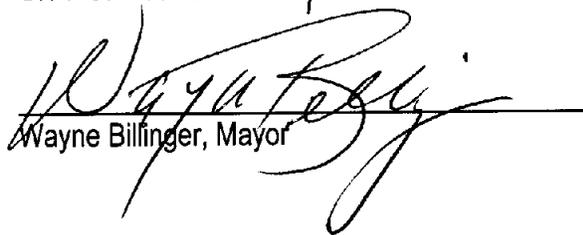
Contractor shall have the option to request early partial payment if expenses over revenue for the pools cause a cash flow shortage.

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 14th 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 30, 2015

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 2015, in the fourth full year of operation at the complex the Hays Recreation Commission had a profit of \$18,297.38 which includes two-thirds of the complex director's salary which has never been included with the expenses. The HRC Board and I feel like this should be included as part of the agreement between the HRC and the City of Hays.

Included are the youth and adult recreational participation numbers for games played, teams and participants for 2015 as well as our tournament participants! We did host our 2nd Annual Field of Dreams Soccer Tournament at the complex in conjunction with the Hays Soccer Club. 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 in 2015 from 2014.

We are excited about 2016. We will be hosting a variety of USSSA, ASA and Hap-Dumont tournaments in 2016. 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 great 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. Also, the job Jake Helget and his crew do on making the complex look 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 2015**

Report to the City of Hays for the 2015 Bickle/Schmidt Sports Complex!

HRC Revenue	2013	2014	2015
Adult Softball Tournaments	3,730.00	5,933.00	4,950.00
Adult Softball Leagues	19,950.00	20,675.00	22,610.00
Coed Softball Leagues	8,277.00	7,200.00	8,465.00
Concessions	58,932.50	58,214.73	65,710.34
Corporate Sponsorships	600.00	3,400.00	9,359.89
Facility Rental	16,545.75	4,447.50	9,647.00
Instructional T-ball	4,500.00	5,772.50	5,332.50
Miscellaneous Income	-	3,189.51	233.75
Scholarship Revenue	1,110.00	1,500.00	1,500.00
Youth Baseball League Revenue	10,764.50	11,038.00	10,365.00
Youth Baseball Tournaments	12,653.49	23,726.69	24,213.00
Youth Fall Soccer League Revenue	13,650.00	11,270.00	10,665.00
Youth Flag Football League Revenue	9,232.50	7,675.00	9,379.00
Youth Football Tournaments	-	-	-
Youth Soccer Tournaments	-	8,811.15	10,500.07
Youth Softball League Revenue	7,457.50	7,545.00	8,562.00
Youth Softball Tournaments	7,840.50	8,040.50	9,031.00
Youth Sports Camps	500.00	500.00	500.00
Youth Spring Soccer League Revenue	17,692.00	11,550.00	12,222.50
Total Actual Revenue YTD	193,435.74	200,488.58	223,246.05
HRC Direct & Indirect Expenses	2013	2014	2015
Adult Softball Expense	5,900.00	2,000.00	4,350.00
Adult Softball Salaries	10,823.53	11,250.51	12,323.88
Adult Sports New Equipment	838.58	3,000.00	-
Adult Tournaments Expense	1,010.40	878.55	169.60
Adult Tournaments Salary	1,988.06	1,824.51	750.13
Advertising	1,970.60	1,337.00	1,490.00
Brochures and Printing	500.00	-	-
Coed Softball Expense	300.00	130.00	308.00
Coed Softball Salary	4,156.75	3,705.78	3,927.50
Concessions Expense	34,976.40	32,940.40	35,794.87
Concessions License	400.00	320.00	320.00
Concessions Salary	10,356.19	11,411.92	12,383.09
Equipment and Repairs	928.75	700.54	352.03
Gas and Oil	524.74	597.43	379.97
Instructional T-Ball Expense	500.00	175.40	355.00
Instructional T-Ball Salary	305.63	-	256.69
Maintenance Cleaning	165.66	41.93	192.76
Maintenance Salaries	28,373.92	20,490.20	12,707.58
Maintenance Supplies	3,276.43	4,396.27	2,775.21
Marking Chalk	3,447.27	4,171.51	2,797.63
Misc. Maintenance Expense	91.56	148.89	942.50
New Equipment	44,790.00	13,836.29	5,675.26
NYSICA Expense	150.00	299.00	20.00
Sponsor Sign Expense	889.79	1,060.00	256.00
Uniforms	383.70	-	-
Youth Baseball Expense	833.92	3,097.17	3,936.67
Youth Baseball Salaries	4,727.00	4,852.26	5,025.25
Youth Fall Soccer Expense	2,478.15	1,891.16	2,354.02
Youth Fall Soccer Salaries	4,025.00	3,500.93	3,342.75
Youth Flag Football Expense	4,349.41	1,414.50	2,491.73
Youth Flag Football Salaries	3,282.89	3,800.23	5,284.72
Youth Softball Expense	375.93	1,489.97	2,569.71
Youth Softball Salary	4,293.60	3,113.54	2,937.00
Youth Spring Soccer Expense	3,000.45	2,899.33	2,448.39
Youth Spring Soccer Salaries	5,612.50	4,552.00	4,888.35
Youth Scholarship Sports Expense	2,500.00	2,250.00	2,000.00
Youth Sports Camp Expense	250.00	300.00	300.00
Youth Sports New Equipment	4,000.00	3,500.00	2,000.00
Youth Tournaments Expense	4,479.70	7,199.14	9,068.28
Youth Tournaments Salary	5,428.85	18,194.72	18,449.43
Total Direct Expenses YTD	206,685.36	176,771.08	165,624.00
HRC Administrative Expenses	2013	2014	2015
Complex Director Salary 2/3 Time	0	0	29,479.02
Workers Compensation	933.79	1,144.39	1,296.36
FICA	6,378.10	6,632.27	8,549.29
Total Administrative Expenses YTD	7,311.89	7,776.66	39,324.67
Total Expenses Year to Date	213,997.25	184,547.74	204,948.67
Revenue Over/(Under) Expenses as of 10-25-2015	(20,561.51)	15,940.84	18,297.38

HRC League Play 2015

Sport	Games Played	Teams	Participants
Youth Spring Soccer 2015	195	65	539
Youth Fall Soccer 2015	168	56	443
Pee Wee Soccer Spring	-	-	75
Pee Wee Soccer Fall	-	-	60
Soccer Camps	-	-	35
Total	363	121	1,152
Youth Spring Flag Football 2015	18	6	50
Youth Fall Flag Football 2015	78	26	194
Punt Pass & Kick Competition	-	-	35
Total	96	32	279
Baseball/Softball/T-ball Opening Night (May 31st)			1,000
Youth Baseball	177	31	403
Youth Softball	122	25	325
Instructional T-ball	60	20	260
Baseball/Softball Traveling Teams	4	8	48
Total 2015	363	84	2,036

Adult Softball 2015 Summer	497	45	675
Coed Softball 2015 Fall	203	29	348
Men's Fall 2015	70	10	120
Total	770	84	1,143

Recreation League Totals	1,592	321	4,610
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Tournaments 2015	Games Played	Teams	Participants
Youth Softball			
Spring Fling (April 18th)	5	3	65
ASA HRC 19th Annual Fastpitch Tournament VIP (May 30th-31st)	44	23	299
ASA VIP Series (June 13th-14th)	92	39	507
ASA 18U & 16&U State (July 11th-12th)	19	9	117
Total	160	74	988
Youth Baseball			
Hays Baseball Association (April 18th-19th)	25	16	192
NBC Points Tourney (May 9th-10th) rain shortened originally 16 teams	8	8	96
NBC Featured Points (June 20th-21st)	83	38	456
14&U Hap Dumont State (July 10th-12th)	23	12	144
Total	139	74	888
Youth Soccer			
Field Of Dreams Soccer Tournament (Sept. 19th-20th)	60	35	350
Adult Softball			
Snowball Coed (March 14)	7	4	60
Danny Schyler Memorial USSSA D&E (March 21st)	11	6	90
Pre-Season Softball Tournament (HRC April 25th-26th)	44	22	330
Coed Summer Heat (June 27th)	9	4	60
USSSA D&E Last Chance (July 18th)	21	11	165
ASA Men's State (July 25th) Cancelled			
Pre-Season HRC Coed Softball Tourney (August 29th-30th)	23	12	156
Total	115	59	861

Tournament Totals	474	242	3,087
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Other Sports and Activities	Games Played	Teams	Participants
FHSU Softball Intramurals	231	26	344
HHS Soccer	5	10	150
TMP Soccer-Girls	16	32	480
TMP Soccer-Boys	12	24	360
TMP Jr. High and High School Football	16	32	480
Color Fun Run	-	-	350
FHSU Flag Football Intramurals	72	10	80
Cancer Softball Tournament	21	11	132
Total	373	145	2,376

	Games Played	Teams	Participants
Overall Totals	2,439	708	10,073
Spectators			30,399

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

This Agreement made and entered into on this 9th 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 1st 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 1st 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**

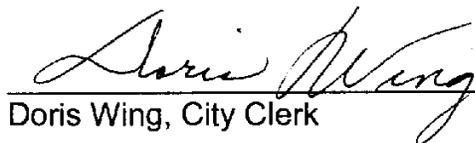
This agreement will remain in effect for a three (3) year period beginning January 1, 2011 through December 31, 2013 unless either party gives 60 days written notice to the other party of the intention to terminate or renegotiate the agreement. All terms of this agreement are subject to annual appropriation 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: Jeff Boyle, Director of Parks

Work Session: December 17, 2015

Subject: Pro-Shop Restroom Remodel

Person(s) Responsible: Jeff Boyle, Director of Parks

Summary

The current restroom facilities at the Fort Hays Municipal Golf Course Pro-Shop need to be updated and be made ADA Compliant. An amount of \$70,000 is budgeted in the 2015 Golf Course Budget for this purpose. The lowest priced and most suitable proposal was submitted by Commercial Builders, Inc. City Staff recommends approval of the Design-Build Proposal from Commercial Builders Inc. in the amount of \$62,700 for the restroom remodel at the Fort Hays Municipal Golf Course.

Background

The current restroom facilities at the Fort Hays Municipal Golf Course are very small and are in poor shape. Additionally, neither restroom is ADA Compliant. City Staff requested \$70,000 in the 2015 Golf Course Budget which was approved for required upgrades. After several attempts to obtain bids for new restroom facilities a Design-Build Proposal process was initiated with successful results.

Discussion

Design-Build Request for Proposals were sent out to forty-five (45) licensed and insured contractors in an effort to obtain an ADA accessible restroom design within the budgeted amount. Two (2) responsible proposals were received.

- 1) Commercial Builders - \$62,700
- 2) Paul-Wertenberger Construction – Base bid not to exceed \$70,000

While both proposals were acceptable, the lowest price and preferred design was submitted by Commercial Builders, Inc. The proposals were reviewed by the Golf Course Advisory Board, Pro-Shop Manager and City Staff.

Legal Consideration

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

Financial Consideration

An amount of \$70,000 is budgeted in the 2015 Golf Course Budget for a remodel of the restroom facilities at the Fort Hays Municipal Golf Course. The contractor with the best design and lowest proposed price is Commercial Builders, Inc. in the amount of \$62,700 which is less than the budgeted amount. The remaining funds could be used to purchase new lockers if repairs to the existing lockers turn out to be unreasonable.

Options

The City Commission has the following options:

- Approve the Design-Build Proposal for \$62,700 from Commercial Builders, Inc. for restroom upgrades at the Fort Hays Municipal Golf Course making them ADA Accessible.
- Do nothing at this time
- Provide further guidance on how staff should proceed

Recommendation

City Staff recommends approval to accept the Design-Build Proposal from Commercial Builders Inc. in the amount of \$62,700 from the Golf Course General Fund Budget for the restroom remodel at the Fort Hays Municipal Golf Course.

Action Requested

Authorize the City Manager to enter into a contract with Commercial Builders Inc. for an amount of \$62,700 from the Golf Course General Fund Budget for the restroom remodel at the Fort Hays Municipal Golf Course.

Supporting Documentation

Visual of the Layout of the Existing Restrooms

Visual of Men's Restroom

Visual of Ladies' Restroom

Copy of Client References

Contract Terms and Conditions – Draft Agreement

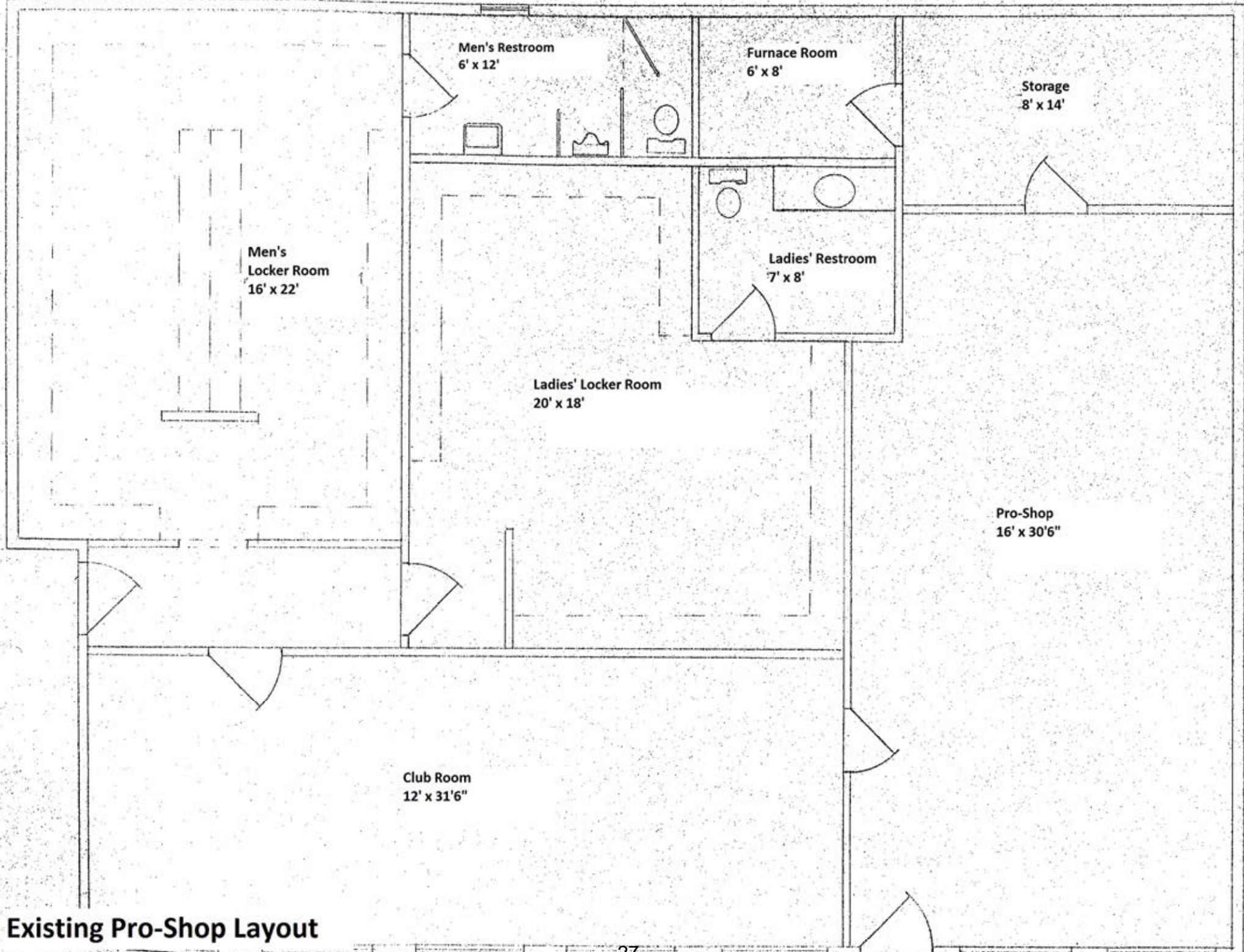
Copy of the Proposed Design from Commercial Builders, Inc.

Copy of the Design-Build Proposal Cost Estimates from Commercial Builders, Inc.

Copy of Project Schedule from Commercial Builders, Inc

Copy of the Proposed Design from Paul Wertenberger Construction, Inc.

Copy of the Design-Build Proposal Cost Estimates from Paul Wertenberger Construction, Inc.



Existing Pro-Shop Layout



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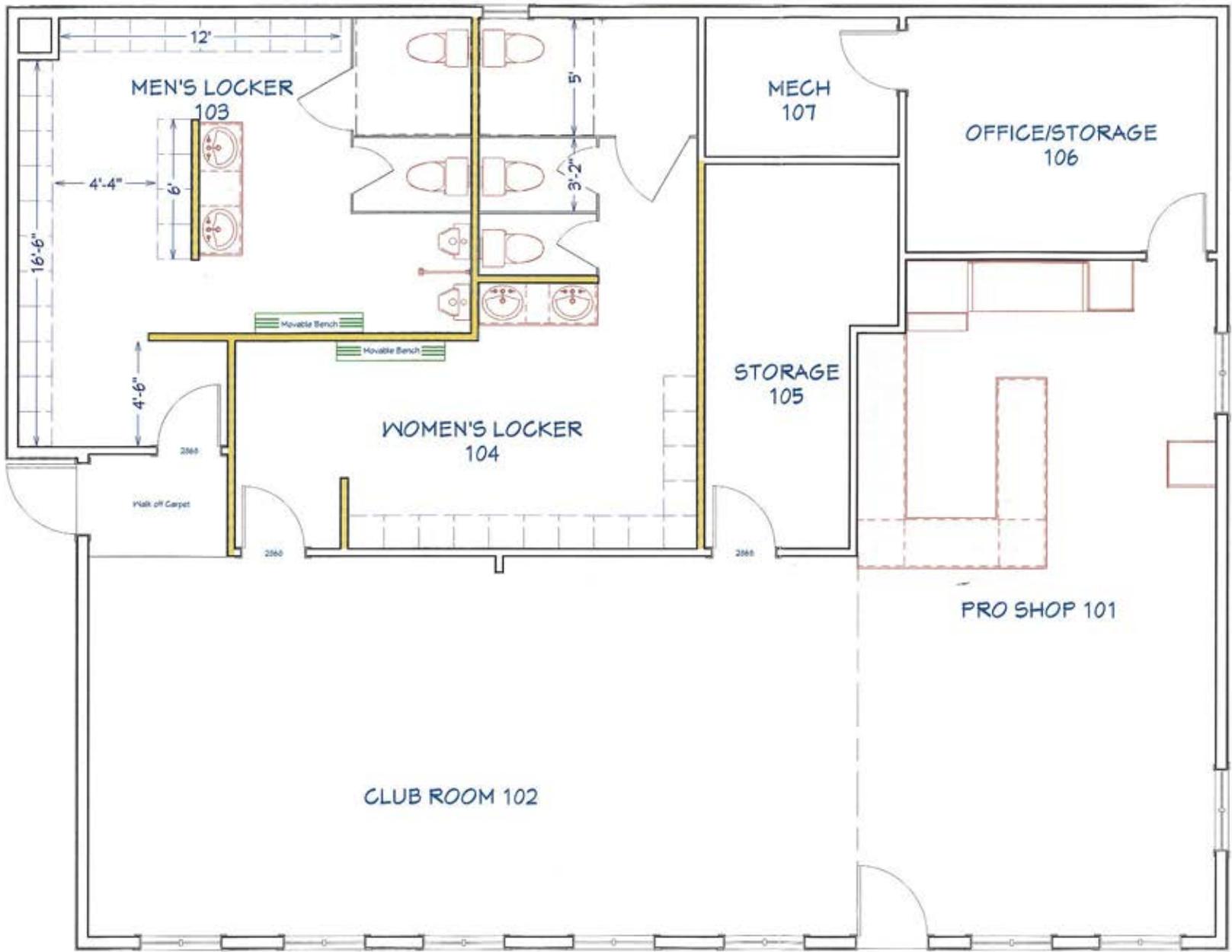
WE'RE PICKING UP THE PACE
More and more people are taking the time to get their face picked up.



Exhibit "B"

HAYS, KANSAS (785) 628-1031

NOTICE OF PROFESSIONAL LIABILITY: This document contains proprietary information which may not be reproduced, transmitted, disclosed to others or used for manufacturing or any other purpose without prior written permission from Commercial Builders, Inc.



Layout Option 2
Scale: 1/4"=1'



EXHIBIT "D"

REFERENCES

Dana Cunningham
Fort Hays State University
600 Park St.
Hays, KS 67601
785-628-4424

Dean Haselhorst
Ellis County
718 Main
Hays, KS 67601
785-650-9787

Terry Ault
Architectural Solutions PA
2717 Canal Blvd., Suite E
Hays, KS 67601
785-621-2737

Dale Staab
Big D's LLC
1110 E 22nd St.
Hays, KS 67601
785-625-2443

CONSTRUCTION CONTRACT
Stipulated Contract Sum

THIS CONTRACT Made this _____ day of _____, _____, between:

OWNER: _____

and

CONTRACTOR: _____

for the PROJECT: _____

The ARCHITECT is: _____

Owner and Contractor agree as follows:

ARTICLE 1
Contract Documents

1.1. The Contract Documents consist of (a) this Contract, (b) Drawings, (c) Specifications, (d) Addenda issued prior to this Contract, (e) other documents listed in this Contract, and (f) modifications issued after execution of this Contract. The Contract Documents form the Contract and are as fully a part of the Contract as if attached to this document. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or understandings, either written or oral. A listing of the Contract Documents in existence as of the execution date of this Contract is set forth in Article 7. If anything in the other Contract Documents is inconsistent with this Contract, this Contract shall govern.

ARTICLE 2
The Work

2.1. The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
The Relationship of The Parties

3.1. The Contractor accepts the relationship established by this Contract and covenants with Owner to cooperate with the Architect, and to utilize the Contractor's best skill, efforts, and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to make best efforts to furnish an adequate supply of workers and materials; and to perform the Work in the most diligent and expeditious manner considering the best interests of Owner. The Owner shall enable the Contractor to perform the Work by approving in a timely manner information required by the Contractor and by making payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4
The Time

4.1. The Date of Commencement shall be five (5) days after a Notice to Proceed is issued by the Owner.

4.2. The Contractor shall achieve Substantial Completion on _____, _____, or _____ calendar days after the Notice to Proceed is issued, whichever is later. The date of Substantial Completion shall be adjusted as provided in the Contract Documents.

4.3. The Contractor shall be entitled to additional time and additional contract sums for labor disputes, fire, unusual delivery delays, unavoidable casualties, changes in scope of Work, suspensions of Work, weather days as reasonably requested by Contractor and other causes beyond Contractor's control. Contractor shall not be entitled to either an extension of Contract Time or extended overhead in the case of delays resulting solely from events within the Contractor's control such as, but not necessarily limited to, correction of defective Work by Contractor.

4.4. In the event the Contractor fails to obtain Substantial Completion on the date required, subject to any extensions for Change Orders or as otherwise provided in the Contract Documents, the Contractor shall be obligated for payment of liquidated damages in the amount of \$_____ per day until Substantial Completion of the

Project has been obtained. Such liquidated damages may be withheld from the payments due from the Owner to the Contractor.

ARTICLE 5 **Contract Sum**

5.1. The Owner shall pay the Contract Sum to the Contractor in current funds for the Contractor's performance of the Contract. The Contract Sum shall be in the amount of \$_____. The Contract Sum shall be adjusted by Change Orders as provided in the Contract Documents.

ARTICLE 6 **Progress and Final Payments**

6.1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month as follows:

Contractor shall submit the Application for Payment on or before the 25th day of the month covered by the Application. Such Application shall be for one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the Contract Sum properly allocable to materials and equipment suitable stored at the site or at some other location agreed upon in writing for the period covered by the Application, less the aggregate of previous payments made by the Owner and less ten percent (10%) for the retainage allowed to Owner. After fifty percent (50%) of the Work has been completed, further retainage shall not be withheld from Progress Payments. Payments by Owner for the Applications for Payment shall be due on the 10th day of the next month after the submission of the Application for Payment, except if Contractor's Application is delayed past the last day of the month, the payment is due within fifteen (15) days after the Contractor's Application has been submitted.

6.2. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when Substantial Completion has been achieved and a temporary Certificate of Occupancy has been issued.

6.3. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at one point (i.e. 1%) above the prime rate then in effect at Bank of America, N.A. in Wichita, Kansas.

ARTICLE 7
Listing of Contract Documents

The Contract Documents, except for Modifications issued after execution of this Contract, are listed as follows:

1. The Construction Contract
2. Drawings
3. Contractor's Proposal Dated November 17, 2015
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

This Contract is entered into as of the day and year first written above.

OWNER

CONTRACTOR

BY _____

BY _____



November 17, 2015

City of Hays
Attn: City Clerk
1507 Main St
Hays, KS 67601

RE: COH Project 2015-31
Pro-shop Restroom Remodel
Design – Build Services

Bid Proposal:

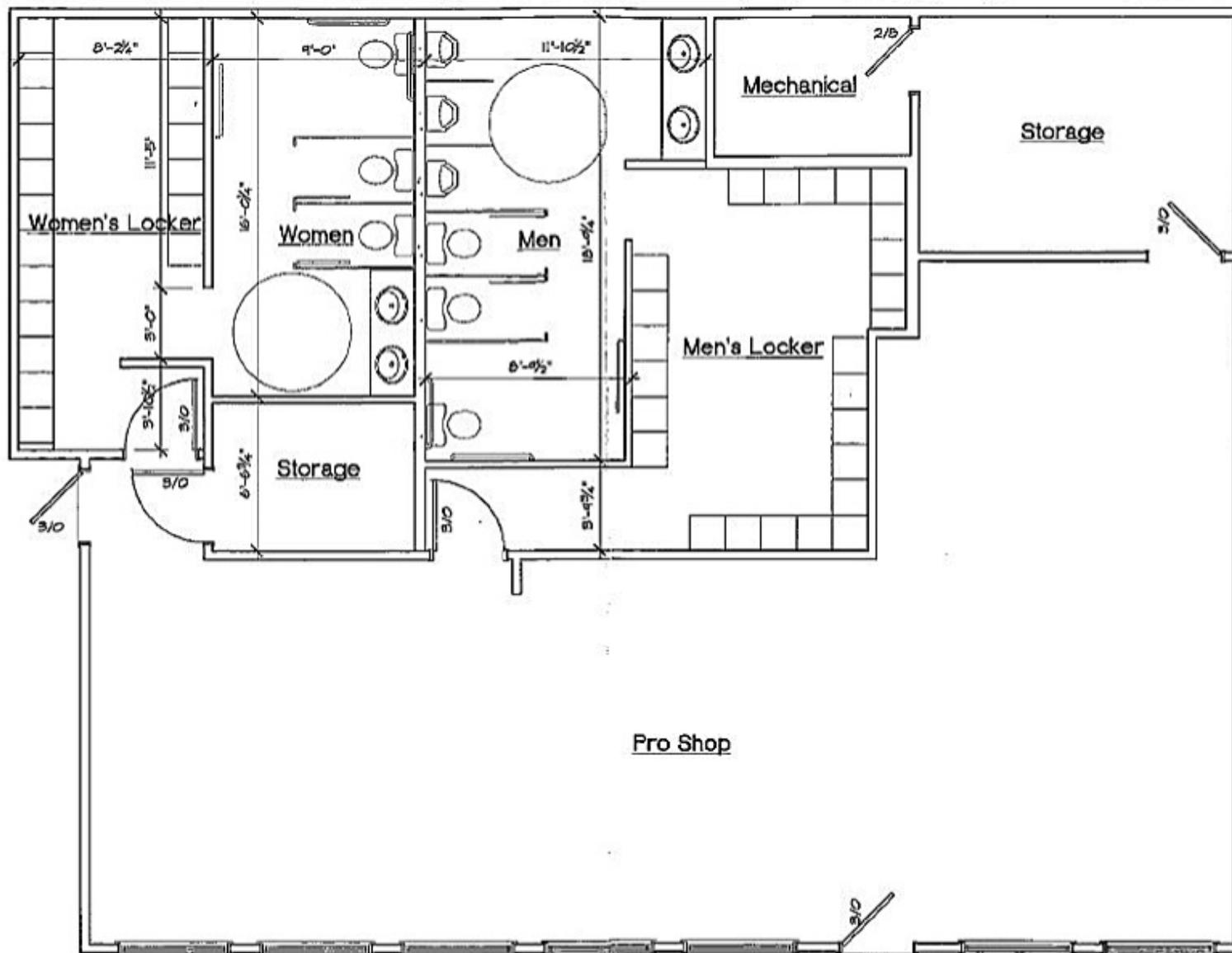
We propose to furnish all material, equipment & labor services necessary to remodel the existing restrooms within the existing Fort Hays Municipal Golf Course Pro-Shop Building. Our work shall specifically meet all of the requirements detailed in the “City of Hays – Request for Proposal – OCH Project 2015-31”.

Please find the following attachments included as evidence of our compliance with all requested requirements for response to the request for proposal

Exhibit “A”	COH Project 2015-31 Request for Proposal
Exhibit “B”	Proposed floor plan
Exhibit “C”	Certificates of Insurance
Exhibit “D”	Client references
Exhibit “E”	Agreement for Services – Sample format
Exhibit “F”	Proposed Project Schedule

Our proposed solution for this project details with the following elements of work & the related cost for each item:

1. Design services (Commercial Builders, Inc.)	\$ 500.00
2. Code footprint (Arch. Professional Design)	2,000.00
3. Project administration & supervision	6,800.00
4. Selective removals, demolitions, waste disposal	2,800.00
5. Public protection, dust control	700.00
6. Sawcut concrete floors/removals	900.00
7. Concrete floor patch	1,100.00
8. Rough carpentry	2,900.00
9. Finish carpentry	400.00
10. Insulation	900.00
11. Sealants	100.00
12. Wood doors & jambs	900.00
13. Door hardware	300.00
14. Gyp drywall (3120 sf)	3,900.00
15. Tape & texture	1,800.00
16. Painting, stain & varnish	2,500.00
17. Floor covering	4,800.00
18. Wall tile	2,200.00
19. Specialties (toilet, signage, mirrors)	800.00
20. Locker relocation (remove & salvage existing – reinstall)	900.00
21. Toilet partitions	4,400.00
22. Plumbing & new fixtures	8,500.00
23. HVAC modifications & new grills	1,000.00



PAUL-WERTENBERGER CONSTRUCTION, INC.		
102 EAST 8TH STREET HAYS, KANSAS 67601		
PHONE: (785) 628-6220		FAX: (785) 628-6222
DATE: 1/16/2018	APPROVED BY:	DRAWN BY: BL
SCALE: 1/8" = 1'-0"		SQ. FT. -
PRO SHOP REMODEL		
<small>THIS DRAWING AND DESIGN ARE PROPERTY OF PAUL WERTENBERGER CONSTRUCTION, INC. AND MAY NOT BE REPRODUCED FOR ANY REASON WITHOUT PRIOR WRITTEN CONSENT OF SAID COMPANY. PAUL WERTENBERGER CONSTRUCTION, INC. ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE DRAWINGS, OR LACK THEREOF AND CANNOT BE HELD LIABLE.</small>		<small>OWNER:</small> PROPOSED PLAN <small>REV./NO.</small> -

Paul-Wertenberger Construction, Inc.

1102 East 8th Street - P.O Box 1311
Hays, Kansas 67601

Office: (785) 625-8220

Fax: (785) 625-8222

City Hall
1507 Main
Hays, KS 67601

November 17, 2015

Re: Pro Shop Restroom Remodel.

Design Build Summary

Paul-Wertenberger Construction proposes to supply labor, equipment and materials in accordance with drawings and specifications submitted by Paul Wertenberger Const. to complete Pro Shop remodel.

Scope of work includes: Design work as required. Demo existing bathrooms and locker rooms. Frame new walls as per drawings and in compliance with City codes. New electrical and plumbing rough ins. Insulate walls for sound, sheetrock, tape, and paint. Patch ceilings where needed and re-paint them. Supply and install all plumbing fixtures and electrical to comply with ADA standards. Formica counter tops for vanities. A Flooring allowance of \$16,500.00 for remodeled area and a 48" tall tiled Wainscoting in bathrooms. Bids will be obtained once final plans are complete.

The city will be responsible for emptying out all lockers, equipment, and supplies.

PROPOSED COST: Not to exceed \$70,000.00

Thank you,



Kory Meyers
Project Manager / Estimator
Paul-Wertenberger Construction, Inc.

Commission Work Session Agenda

Memo

From: Jeff Boyle, Director of Parks

Work Session: December 17, 2015

Subject: Replacement Cart Storage Shed Building

Person(s) Responsible: Jeff Boyle, Director of Parks

Summary

City Staff is recommending replacement of a cart storage shed that caught on fire on September 13, 2015 at the Fort Hays Municipal Golf Course. Total project cost for removal of the old shed and replacement of the new shed is \$43,126. The removal portion has already been completed. Funding for this project is available from the insurance payment received as well as the Golf Course General Fund Budget. City Staff recommends approval of the bid from Commercial Builders, Inc. to rebuild the cart storage shed in the amount of \$39,326.00 with funds from the Park Improvement Fund and the Golf Course General Fund Budget.

Background

On September 13, 2015 a 20' x 72' foot cart storage shed caught on fire. At the time there were twenty-four (24) privately owned golf carts and equipment in the building. Most of the carts/equipment that was stored inside sustained damage. The building was a total loss.

Discussion

Request for Bids (RFB) were sent out to forty-six (46) contractors to rebuild the shed. Two (2) responsible bids were received. The low bidder, Commercial Builders, Inc., met all specifications required in the RFB. Commercial Builders indicated that they would start construction as soon as materials arrive and the project will be completed in five and one-half (5 ½) weeks.

- 1) Commercial Builders, Inc. - \$39,326
- 2) Paul-Wertenberger Construction – \$52,400

Legal Consideration

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

Financial Consideration

The city received \$29,808.20 from the insurance company after deductible. These funds were placed in the Park Improvement Fund. The city will also receive a recoverable depreciation amount of \$4,502.60 after the structure is rebuilt. The low bid for removal of the damaged shed was Commercial Builders, Inc. for \$3,800. This part of the project has been completed. The proposed payment method for the replacement cart storage shed is as follows:

Total project costs:

Removal of damaged cart storage shed	\$3,800.00
New cart storage shed proposed	<u>\$39,326.00</u>
Total	\$43,126.00

Project Funding:

Insurance payment received less deductible	\$29,808.20
Anticipated recoverable depreciation	\$4,502.60
Golf Course Budget	<u>\$8,815.20</u>
Total	\$43,126.00

Options

The City Commission has the following options:

- Approve the recommended bid from Commercial Builders in the amount of \$39,326.00 to rebuild the cart storage shed.
- Provide further guidance on how staff should proceed.

Recommendation

City Staff recommends approval of the bid from Commercial Builders, Inc. to rebuild the cart storage shed in the amount of \$39,326.00 with funds from the Park Improvement Fund and the Golf Course General Fund Budget.

Action Requested

Approve the bid from Commercial Builders, Inc. to rebuild the cart storage shed in the amount of \$39,326.00 with funds from the Park Improvement Fund and the Golf Course General Fund Budget.

Supporting Documentation

Visual of damaged cart storage shed
Visual of existing cart storage shed
Copy of the Bid Proposal from Commercial Builders
Copy of the project schedule for completion



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November 17, 2015

City of Hays
Parks Department
Attn. Jeff Boyle
1546 Hwy 40 Bypass
Hays Ks. 67601

Re: New construction of Golf Cart shed at Fort Hays Municipal Golf Course.

Dear Jeff

We propose to provide all material, equipment and labor for the construction services required to rebuild a 20'x72' 12 unit golf cart shed to replace the destroyed unit. The new shed is to match in color and size as close as reasonably possible to the previous one.

Please find the following attachments included as evidence of our compliance with all requested requirements for response to the request for proposal:

- Exhibit "A" – Request for Proposal
- Exhibit "B" – Client References
- Exhibit "C" – Proposed Project Schedule

Our proposed cost consideration for this project detail with the following elements of work & related cost for each item are as follows:

1. Mobilization	\$ 600.00
2. Project administration & supervision	\$ 2,700.00
3. Saw cut concrete and replace vertical posts	\$ 1,100.00
4. Concrete floor patch	\$ 720.00
5. Metal Building package	\$ 15,280.00
6. Rough carpentry	\$ 5,776.00
7. Sealants	\$ 350.00
8. Overhead doors and hardware	\$ 7,950.00
9. Electrical	\$ 4,600.00
10. Clean up	\$ 250.00

Total: \$ 39,326.00

Inclusions:

- All insurances and fees
- Selectively replace vertical support post as needed
- Interior partition walls to be sheeted with 7/16" OSB (one sided) and have a treated bottom plate
- Interior partitions to extend to bottom of truss
- Existing slab and anchor bolts to be used

- Gutters and downspouts included
- Vented roof cap included
- Prefabricated wood trusses included

For your consideration our proposed bid is:
*Applicable Sales Tax not included.

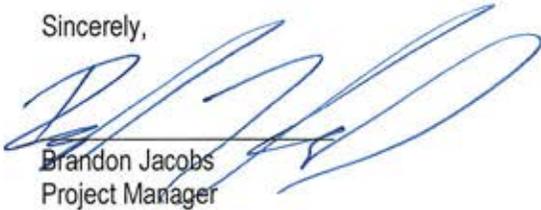
\$ 39,326.00

Exclusions: Sales Tax and building permits.

Note: Please provide Project Exemption Certificate with Purchase Order or Applicable Sales Tax will be added to the Invoice.

Thank you for considering Commercial Builders Inc. for your construction solutions. I am looking forward to working with you on this project and any of your future construction needs.

Sincerely,



Brandon Jacobs
Project Manager



Project Schedule - Fort Hays Municipal Golf Course

				Week 1							Week 2							Week 3							Week 4							Week 5							Week 6						
				Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
#	List of Activities	Start date	Duration	Done																																									
1	General Requirements			0%	[Yellow bar]																																								
2	Replacement & install columns			0%								[Yellow bar]																																	
3	Framing walls			0%															[Yellow bar]																										
4	Truss installation			0%															[Yellow bar]																										
5	Dirt & metal panel install			0%															[Yellow bar]																										
6	Interior framing			0%															[Yellow bar]																										
7	Electrical install			0%																						[Yellow bar]																			
8	Door installation			0%																						[Yellow bar]																			
9	Metal trim install			0%																						[Yellow bar]																			
10	Final clean up			0%																													[Yellow bar]												
11				0%																																									
12				0%																																									
13				0%																																									
14				0%																																									
15				0%																																									
16				0%																																									

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: December 17, 2015

Subject: Airport Capital Improvement Program Update

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

Summary

Each year, the FAA requires the Hays Regional Airport to update the Airport Capital Improvement Program (ACIP) by December 31st. The update presented here covers Federal Fiscal Years (FFY) 2017-2021. These projects will be included in the City's Capital Improvement Plan (CIP) as part of the 2017 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: rehabilitation of the Crosswind Runway, the Airport Terminal Remodel, Reconstruction of the Main Runway, Acquisition of a Snow Blower, Taxiway Lighting, the New Airport Fire Station (ARFF Building), and new ARFF Truck. The FFY 2016 Project is the purchase of a pull behind snow broom.

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 2016 budget as will be discussed further in this memo.

Discussion

The proposed ACIP includes the following projects:

All costs have been updated for inflation and changes in project scope.

1. FFY 2016 – Snow Removal Equipment (Rotary Broom)
 - Estimated Cost \$215,000 Local share = \$21,500 (New Equipment Reserve Fund)

- Although this is a 2016 project and therefore not part of the 2017-2021 update being submitted to the FAA, staff has included it here for City Commission reference.
2. FFY 2017 – Snow Removal Equipment (Loader)
 - Estimated Cost \$250,000 Local share = \$25,000 (New Equipment Reserve Fund)
 - The 1996 Case 621B loader at the airport will be 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 2016 Budget CIP showed this as a 2018 purchase. However the age of the existing loader compared to the importance of having reliable equipment for snow removal warrants moving this up to 2017.
 3. FFY 2018 - Wildlife Fencing Improvements
 - Estimated Cost \$1,458,400 Local share = \$145,840 (Airport Improvement Fund/PFC eligible)
 - A Wildlife Hazard Assessment was completed in 2013, which identified the need for an 8' fence to be constructed around the airfield to keep wildlife (mostly deer) from entering the area. During the most recent FAA inspection, deer were observed by the FAA inspector on the airfield causing this to be a priority for the FAA.
 - The 2016 Budget CIP showed this as a 2017 project. Staff is asking FAA to delay this inevitable project until 2018 because of the importance of replacing the Airport loader.
 4. FFY 2019 – Reconstruct Taxiway I
 - Estimated Cost \$560,109 Local share = \$56,011 (Airport Improvement Fund/PFC eligible)
 - Replace the oldest of the taxiways in the hangar area and correct drainage issues.
 - The 2016 Budget CIP showed this as a 2020 project. However accelerated deterioration of the pavement and changes in priority warrant moving it ahead one year to 2019.
 5. FFY 2019 - Apron Drainage Improvements
 - Estimated Cost \$523,367 Local share = \$52,337 (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 2016 Budget CIP showed this as a 2019 project and it remains as a 2019 project.
 6. FFY 2020 – 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 2016 Budget CIP showed this as a 2018 project. However because we learned FAA assigns a low priority to parking lots, we recommend delaying this project until 2020. If necessary, parking lot improvements could be accomplished in-house.
 7. FFY 2021 – Rehabilitate Taxiway M (Design)

- Estimated Cost \$365,000 Local share = \$36,500 (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 \$4,000,000. Only design would occur in 2021. Construction could be in 2023.
- The 2016 Budget CIP listed this project in the queue. Staff proposes switching places with updating the Airport Master Plan which can be delayed to future years.

A tabulation of the estimated project costs is attached, which would be incorporated into the 2017 Budget CIP.

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 2017 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.

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 7, 2015 Airport Advisory Board Meeting.

Action Requested

N/A

Supporting Documentation

Tabulation of Proposed Projects (ACIP)
2016 Budget CIP for reference.

2016 Budget Airport CIP

Capital Improvement Plan

DEPARTMENT	PROJECT	Prior to 2016	2016	2017	2018	2019	2020	CITY SHARE	CITY SOURCE	OUTSIDE SHARE	OUTSIDE SOURCE	GRAND TOTAL
Airport												
	RNWX 4-22 Rehab	\$ 87,243						\$ 87,243	PFC/Airport Imp	\$ 785,186	FAA 90%	\$ 872,429
	Improve Fuel Farm		\$ 215,000					\$ 215,000	Airport Imp	\$ 300,000	FAA (parital)	\$ 515,000
	Snow Removal Equipment - Truck w/ rotary broom		\$ 17,000					\$ 17,000	New Equip Reserve	\$ 153,000	FAA 90%	\$ 170,000
	Wildlife Fence			\$ 126,957				\$ 126,957	PFC/Airport Imp	\$ 1,142,610	FAA 90%	\$ 1,269,567
	Parking Lot Improvements				\$ 11,550			\$ 11,550	PFC/Airport Imp	\$ 103,950	FAA 90%	\$ 115,500
	Snow Removal Equipment - Replace Loader				\$ 19,278			\$ 19,278	New Equip Reserve	\$ 173,502	FAA 90%	\$ 192,780
	Apron Drainage Improvements					\$ 47,299		\$ 47,299	PFC/Airport Imp	\$ 425,694	FAA 90%	\$ 472,993
	Reconstruct Taxiway I						\$ 51,847	\$ 51,847	PFC/Airport Imp	\$ 466,626	FAA 90%	\$ 518,473
	Master Plan Update						\$ 20,000	\$ 20,000	PFC/Airport Imp	\$ 180,000	FAA 90%	\$ 200,000
Dept. Yearly Subtotal:		\$ 87,243	\$ 232,000	\$ 126,957	\$ 30,828	\$ 47,299	\$ 71,847	\$ 596,174		\$ 3,730,568		\$ 4,326,742

Priority Airport Queue	City Share	Total	
Land Acquisition	\$ 50,000	\$ 500,000	FAA 90%
Reconstruct Taxiway M (2022)	\$ 402,632	\$ 4,026,316	FAA 90%
Apron Expansion (2023)	\$ 81,704	\$ 817,042	FAA 90%
	\$ 534,336	\$ 5,343,358	

Airport Project Queue	City Share	Total	
Parallel Taxiway 4-22 (2025)	\$ 430,672	\$ 4,306,722	FAA 90%
Extend Runway 16-34	\$ 126,000	\$ 1,260,000	FAA 90%
	\$ 556,672	\$ 5,566,722	

Proposed 2017 Airport 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	RNWX 4-22 Rehab	\$ 87,243						\$ 87,243	PFC/Airport Imp	\$ 785,186	FAA 90%	\$ 872,429
	Snow Removal Equipment - Rotary broom	\$ 21,500						\$ 21,500	New Equip Reserve	\$ 148,500	FAA 90%	\$ 170,000
	Snow Removal Equipment - Loader		\$ 25,000					\$ 25,000	New Equip Reserve	\$ 225,000	FAA 90%	\$ 250,000
	Wildlife Fence			\$ 145,840				\$ 145,840	PFC/Airport Imp	\$ 1,312,560	FAA 90%	\$ 1,458,400
	Reconstruct Taxiway I				\$ 56,011			\$ 56,011	PFC/Airport Imp	\$ 504,098	FAA 90%	\$ 560,109
	Apron Drainage Improvements				\$ 52,337			\$ 52,337	PFC/Airport Imp	\$ 471,030	FAA 90%	\$ 523,367
	Parking Lot Improvements					\$ 13,272		\$ 13,272	PFC/Airport Imp	\$ 119,444	FAA 90%	\$ 132,715
	Reconstruct Taxiway M (Design only)						\$ 36,500	\$ 36,500	PFC/Airport Imp	\$ 328,500	FAA 90%	\$ 365,000
Dept. Yearly Subtotal:		\$ 108,743	\$ 25,000	\$ 145,840	\$ 108,348	\$ 13,272	\$ 36,500	\$ 437,702		\$ 3,894,318		\$ 4,332,020

Priority Airport Queue	City Share	Total	
Land Acquisition	\$ 50,000	\$ 500,000	FAA 90%
Master Plan Update	\$ 20,000	\$ 200,000	FAA 90%
Reconstruct Taxiway M (construction)	\$ 361,989	\$ 3,619,886	FAA 90%
Apron Expansion	\$ 81,704	\$ 817,042	FAA 90%
	\$ 513,693	\$ 5,136,928	

Airport Project Queue	City Share	Total	
Parallel Taxiway 4-22	\$ 430,672	\$ 4,306,722	FAA 90%
Crosswind Runway Lighting Upgrade			
Extend Runway 16-34	\$ 126,000	\$ 1,260,000	FAA 90%
Snow Removal Equipment Building			
	\$ 556,672	\$ 5,566,722	

Commission Work Session Agenda

Memo

From: Brenda Kitchen, City Clerk
Work Session: December 17, 2015
Subject: 2015 Boundary Resolution
Person(s) Responsible: Kim Rupp, Finance Director

Summary

Three properties have been annexed into the City since the last boundary Resolution was passed on December 23, 2014. 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 ordinances annexed property into the city limits since the last boundary resolution was passed on December 23, 2014:
Ordinance No. 3892 - General Hays Rd and 48th Street
Ordinance No. 3901 - 2225 West 41st Street
Ordinance No. 3912 - 1517 Commerce Parkway

City Attorney John Bird has prepared a new resolution re-defining the city limits and it will be presented to the Commission for approval at the December 22, 2015 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. 3892

Ordinance No. 3901

Ordinance No. 3912

RESOLUTION NO. 2015-_____

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.

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 13th 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 13th Street; THENCE Easterly, along said 13th 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 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 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; 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 6th 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 6th 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 6th 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 5,262.134 acres or 8.222 square miles, more or less.

ADOPTED by the Commission on _____, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

ORDINANCE NO. 3892

*Adjacent to
General Hays Rd + 48th St*

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:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF HAYS, COUNTY OF ELLIS, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS: ✓

LOT FIVE (5) AND SIX (6), BLOCK THREE (3) OF THE NORTH HAYS ADDITION TO ELLIS COUNTY, KANSAS ✓

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 23rd day of December, 2014.

no _____
act _____
direct _____
merical _____
acked _____

STATE OF KANSAS, ELLIS COUNTY, SS
Rebecca Herzog, Register of Deeds
Book: 863 Page: 529

Pages Recorded: 1

Total Fees: No Charge

Register of Deeds: *Rebecca Herzog*

Date Recorded: 1/30/2015 2:57:23 PM



Eber Phelps

EBER PHELPS
Vice Mayor

ATTEST:

Brenda Kitchen

BRENDA KITCHEN
City Clerk

(seal)



City of Hays

ORDINANCE NO. 3901

**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:

That part of the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th Principal Meridian, Ellis County, Kansas, described as follows: ✓

A tract of land beginning at a point 30 feet North and 30 feet West of the Southeast corner of the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M.; thence Northerly on a line parallel to the East line of said Southwest Quarter (SW/4) of Section Twenty (20), a distance of 209.5 feet; thence West at right angles a distance of 209.5 feet; thence Southerly at right angles, a distance of 209.5 feet; thence Easterly at right angles a distance of 209.5 feet to the place of beginning;

EXCEPT THE FOLLOWING TRACTS DEEDED FOR ROAD PURPOSES:

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. in Ellis County, Kansas and more particularly described as follows: ✓

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 20, Township 13 South, Range 18 West; Thence on an assumed bearing of North 01 degrees 02 minutes 46 seconds East along the East line of said Southwest Quarter (SW/4) a distance of 30.0 feet to the point of beginning; Thence on a bearing of North 89 degrees 58 minutes 07seconds West a distance of 239.50 feet; Thence on a bearing of North 01 degrees 02 minutes 46 seconds East a distance of 20.00 feet; Thence on a bearing of South 89 degrees 58 minutes 07 seconds East a distance of 239.5 feet to the East line of said Southwest Quarter (SW/4); Thence on a bearing of South 01 degrees 02 minutes 46 seconds West along the East line of Southwest Quarter (SW/4) a distance of 20.00 feet to the point of beginning;

AND

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M. in Ellis County, Kansas, and more particularly described as follows: ✓

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 20, Township 13 South, Range 18 West; Thence on an assumed bearing of North 01 degrees 02 minutes 46 seconds East along the East line of said Southwest Quarter a distance of 50.00 feet to the point of beginning; Thence on a bearing of North 89 degrees 58 minutes 07 seconds West a distance of 30 feet; Thence on a bearing of North 01 degrees 02 minutes 46 seconds East a distance of 189.50 feet; Thence on a bearing of South 89 degrees 58 minutes 07 seconds East a distance of 30.00 feet to the East line of said Southwest Quarter (SW/4); Thence on a bearing of South 01 degrees 02 minutes 46 seconds West along the East line of said Southwest Quarter (SW/4) a distance of 189.50 feet to the point of beginning;

Section 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Hays, Kansas, this 27th day of August, 2015.

EBER PHELPS
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(seal)



STATE OF KANSAS, ELLIS COUNTY, SS
Rebecca Herzog, Register of Deeds

Book: 877 Page: 711-712

Pages Recorded: 2

Total Fees: No Charge

Register of Deeds: *Rebecca Herzog*

Date Recorded: 9/2/2015 1:43:58 PM

Photo
Direct
In Direct
Numerical
Checked



S

ORDINANCE NO. 3912

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 Southeast Quarter of Section 35, Township 13 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, more particularly described as follows: ✓

Commencing at the Southeast corner of Section 35, Township 13 South, Range 18 West; Thence on an assumed bearing of North 89 degrees 05 minutes 37 seconds West along the South line of the Southeast Quarter a distance of 75.46 feet; Thence North 01 degrees 28 minutes 31 seconds East parallel with the East line of the Southeast Quarter a distance of 55.77 feet to the intersection of the North line of 13th Street and the West line of Commerce Parkway; Thence continuing North 01 degrees 28 minutes 31 seconds East along the West line of Commerce Parkway and parallel with the East line of the Southeast Quarter a distance of 500.00 feet to the Northeast corner of a tract described in Book 766, Page 53 and the Point of Beginning. Thence continuing North 01 degrees 28 minutes 31 seconds East along the West line of Commerce Parkway and parallel with the East line of the Southeast Quarter a distance of 166.36 feet; Thence North 89 degrees 05 minutes 33 seconds West a distance of 310.00 feet; Thence South 01 degrees 28 minutes 31 seconds West parallel with the East line of the Southeast Quarter a distance of 166.37 feet to the Northwest corner of a tract described in Book 766, Page 53. Thence South 89 degrees 05 minutes 37 seconds East along the North line of a tract described in Book 766, Page 53 a distance of 310.00 feet to the Point of Beginning.;

Section 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Book: 882 Page: 515

P.L. L. Hays

PASSED AND APPROVED by the Governing Body of the City of Hays, Kansas, this 24th day of November, 2015.

Eber Phelps

EBER PHELPS
Mayor

ATTEST:

Brenda Kitchen
BRENDA KITCHEN
City Clerk

(seal)



STATE OF KANSAS, ELLIS COUNTY, SS
Rebecca Herzog, Register of Deeds

Book: 882 Page: 515-516

Pages Recorded: 2

Total Fees: No Charge

Register of Deeds: *Rebecca Herzog*

Date Recorded: 11/30/2015 2:41:00 PM

Photo *2*
Direct *PP*
In Direct *PP*
Numerical *PP*
Checked *✓*

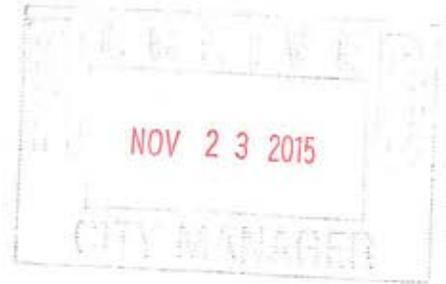




Ellis County Coalition for Economic Development

November 19th, 2015

Toby Dougherty
City of Hays
PO Box 490
Hays, Kansas 67601



Dear Toby Dougherty,

Our records indicate that Henry Schwaller is currently representing the City of Hays on the Ellis County Coalition Board of Directors. As part of our annual review process we are confirming board representatives. The Ellis County Coalition Board meetings are held at 4pm on the 3rd Wednesday's of the month here at the Hays Welcome Center.

Please complete the form below and indicate whether Henry or another individual will represent your organization on the Coalition Board. Then, return the letter to us in the enclosed envelope.

If you have any questions or comments, please feel free to contact our office at 628-3102. Thank you in advance for your prompt response.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aaron White'.

Aaron White
Executive Director

_____ will be our representative on the Ellis County Coalition Board of Directors for 2016.

Signed by: _____
Name & Title