

**CITY OF HAYS COMMISSION MEETING
THURSDAY, JUNE 26, 2014 – 6:30 P.M.
AGENDA**

1. Call to order by Chairperson.
2. **MINUTES:** Consider approval of the minutes from the regular meeting held on May 22, 2014. (PAGE 1)
3. **FINANCIAL STATEMENT:** Consider accepting the Financial Statement for the month of May, 2014. (PAGE 5)
4. **CITIZEN COMMENTS:** (non-agenda items).
5. **CONSENT AGENDA:** (Items to be approved by the Commission in one motion, unless objections are raised).
 - A. **Business Resolution:** Bargain Hut (PAGE 67)
 - B. **Cereal Malt Beverage License:** K'S Homestyle Diner, LLC (PAGE 69)

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

6. **COMMERCIAL INSURANCE RENEWAL – 2014/2015:** Consider authorizing the City Manager to renew the 2014/2015 Commercial Insurance Policy with BRIT Insurance for the coverage presented and accept Arthur J. Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, to be funded from the Intergovernmental Insurance and Surety line item. (PAGE 79)
7. **PROPOSALS FOR THE REPLACEMENT OF WATER PLANT BOILER:** Consider awarding the contract for the replacement of the Water Plant boiler to Shubert Heating & Air, Inc. to include two HTP Elite EL-399 boilers, proposed appurtenances and two gate valves to be funded from the Utilities Department/Water Treatment Production and Distribution Projects line item. (PAGE 117)
8. **HAYS REGIONAL AIRPORT TERMINAL RENOVATION – FAA GRANT AGREEMENT:** Consider authorizing the City Manager to enter the Agreement with the Federal Aviation Administration (FAA) for grant funding for the construction and construction engineering of the terminal improvements at the Hays Regional Airport with a City match from the Airport Improvement Fund, 2014 Airport Operating Budget and the Capital Projects Fund. (PAGE 135)

9. **HAYS REGIONAL AIRPORT TERMINAL RENOVATION – CONSTRUCTION ENGINEERING AGREEMENT:** Consider approving the Work Authorization from Burns and McDonnell and authorizing the City Manager to execute Authorization No. 6 in regard to the Hays Regional Airport terminal renovation. (PAGE 195)
10. **ADDENDUM TO THE MEMORANDUM OF AGREEMENT WITH THE HAYS SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 513 FOR 2015:** Consider authorizing the Mayor, City Manager and the Directors of Parks, Public Works and Utilities to sign the 2015 Addendum to the 2013 through 2015 SEIU contract. (PAGE 207)
11. **PROGRESS REPORT**
12. **REPORT OF THE CITY MANAGER** (PAGE 211)
13. **COMMISSION INQUIRIES AND COMMENTS**
14. **EXECUTIVE SESSION (IF REQUIRED)**
15. **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.

MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON MAY 22, 2014

1. CALL TO ORDER BY CHAIRMAN: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, May 22, 2014 at 6:30 p.m.

Roll Call: Present: Henry Schwaller IV
Shaun Musil
Ron Mellick
Kent Steward

Absent: Eber Phelps

Chairperson Schwaller declared that a quorum was present and called the meeting to order.

2. MINUTES: There were no corrections or additions to the minutes of the regular session held on May 8, 2014; the minutes stand approved as presented.

3. FINANCIAL STATEMENT: Finance Director Kim Rupp reported that month-to-date general fund sales tax collections were at \$519,570 which is a decrease of \$4,053 as compared to last year. This puts the year-to-date general fund sales tax collections down -\$41,580 or -1.73%.

The Finance/City Clerk's Office invested \$4,200,000 of maturing or renewing certificates with a weighted average interest rate of .22%. The portfolio of certificates of deposit on April 30, 2014 totaled \$53,550,000 with a weighted average interest rate of .23%. The total balance of the Money Market account on April 30, 2014 was \$1,000,000 with a current yield of .20%. Total investments are up \$800,000 when compared to this time last year.

Ron Mellick moved, Shaun Musil seconded, that the Financial Statement for the month of April, 2014 be approved.

Vote: Ayes: Henry Schwaller IV
Shaun Musil
Ron Mellick
Kent Steward

4. CITIZEN COMMENTS: There were no comments.

5. CONSENT AGENDA: There were no items on the consent agenda.

NEW BUSINESS

6. BIDS FOR HAYS REGIONAL AIRPORT TERMINAL PROJECT: The existing terminal building at the Hays Regional Airport was constructed in 1991 and requires multiple updates to attain compliance with current code requirements. Additional improvements will be made to the passenger secure holding area; baggage inspection areas; remodel of existing rest rooms; and the construction of additional rest room facilities in the secure area. The low bid was submitted by Paul-Wertenberger Construction of Hays at \$1,188,860 in base bid and is under the engineer's adjusted estimate and the contractor can meet all the qualifications necessary to complete the project. Staff recommends accepting the bid, including alternates #1 and #8 for a total bid amount of \$1,220,185 with funding derived from the Federal Aviation Administration (FAA) AIP Grant, the Airport Improvement Fund, the Airport Operating Fund and the City Commission Financial Policies account. Acceptance of the bid will be contingent on receipt of the FAA grant assistance. The FAA has accepted a construction engineering amount of \$165,000 to be added to the construction amount and included in the grant application.

ID Creech, Director of Public Works, stated the upgrades to the terminal would keep it current for the foreseeable future. The facility is not compliant with code requirements and needs expansion to accommodate the 50-passenger jets scheduled to begin service at the airport in August.

Commissioner Musil was concerned and asked if this has to be done now and if the money is available.

City Manager Toby Dougherty shared a document that clarifies the money available in the City Commission Financial Policy Projects Fund to assist the Commissioners with prioritizing projects.

Ron Mellick moved, Henry Schwaller IV seconded, to accept the bid from Paul-Wertenberger Construction for airport terminal improvements including the

base bid and Alternates #1 and #8, subject to Federal Aviation Administration grant funding and direct Staff to make application to the FAA for grant funding for construction and construction engineering in the amount of \$1,385,185.

Vote: Ayes: Henry Schwaller IV

Shaun Musil

Ron Mellick

Kent Steward

7. SALE AND USE OF FIREWORKS FOR 2014: According to the City's ordinance, now is the time the City Commission discusses the sale and use of fireworks for the upcoming fireworks season. City staff recommends not allowing fireworks for the 2014 season due to the drought conditions.

Dan Thyfault with Taz Fireworks addressed the Commissioners and said he understood the decision not allow fireworks this year.

Commissioner Steward commented that he appreciates his civic attitude.

Shaun Musil moved, Ron Mellick seconded, to suspend the sale and use of fireworks in Hays for 2014.

Vote: Ayes: Henry Schwaller IV

Shaun Musil

Ron Mellick

Kent Steward

8. PROGRESS REPORT: Assistant City Manager Paul Briseno presented a monthly report of city-related activities, services and programs.

9. REPORT OF THE CITY MANAGER: The City Manager had nothing to report.

10. COMMISSION INQUIRIES AND COMMENTS: Chairperson Schwaller wished everyone a happy and safe Memorial Day and commented that even with the drought the City crews have done a great job at the cemetery.

11. EXECUTIVE SESSION: Ron Mellick moved, Shaun Musil seconded, that the Governing Body recess to executive session at 7:08 p.m. for ten minutes to discuss labor negotiations. The executive session included the Commissioners, the City Manager, the Assistant City Manager, and the City Attorney. K.S.A. 75-

4319 authorizes the use of executive session to discuss the topics stated in the motion.

Vote: Ayes: Henry Schwaller IV
Shaun Musil
Ron Mellick
Kent Steward

No action was taken during the executive session.

The meeting was adjourned at 7:18 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Memo

DATE: June 12, 2014
TO: Toby Dougherty, City Manager
CC: Paul Briseno, Asst City Manager
FROM: Kim Rupp, Finance Director
RE: May 2014 Monthly Financial

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended May 31, 2014.

Period to Date Financial Performance

Revenues in May totaled \$1,767,458 a decrease of \$46,873 compared to the same period as last year.

- Notable areas of increased revenue compared to May 2013
 - Airport farming lease revenue was up \$10,265 due to the timing of receipts. This was receipted in April of last year.
 - Building permits saw a nice increase of \$4900 over this time last year. YTD building permits are up \$7900.
- Notable areas of revenue decrease compared to May 2013
 - Related to the airport farm lease, R9 ranch income fell \$105,000 for the same timing of receipts.

Expenditures in May totaled \$1,961,690 which is an increase of \$141,326 as compared to 2013.

- Notable areas of increased expenditures compared to May 2013
 - City Commission projects rose \$12,000 due to the start of the new zoning regulations plan
 - Health insurance continues its rise up \$40,000 when compared to last year at this time. YTD health insurance expenditures are up \$46,400. This will likely even out as we move forward into the year. Last year

was a partially self-funded program vs strictly premium based this year.

- Fire dept travel and training increased \$8000 due to the budgeted KU airport fire fighter training that was completed.
- Notable areas of decreased expenditures compared to May 2013
 - Total expenditures for the CVB fell \$19,500 due to the purchase of promotional materials, brochures, billboard ads and the wayfinding signage project at this time last year.
 - You will notice a credit of \$6883 in the insurance & surety bond line of the Intergovernmental fund. This is due to an \$8635 refund of the flood insurance premium on City Hall. A new flood elevation certificate was completed and it had a drastic change on the flood policy premium.
 - The Public Works line item was off \$15,900 due to last year's office remodel.

MTD general fund sales tax collections were at \$597,391 which is an increase of \$6,112 as compared to last year. This puts the YTD general fund sales tax collections down -\$35,468 or -1.18%.

The report of quarter to date (QTD) sales tax collections by industry classification was down \$37,280 or -2.24% when comparing the top ten sales tax collecting industries for the City of Hays. These top ten now represent 68.06% of the total QTD sales tax distribution.

The Finance/City Clerks office invested \$1,500,000 of maturing or renewing certificates with a weighted average interest rate of .21%. The portfolio of certificates of deposit on May 31, 2014 totaled \$52,550,000 with a weighted average interest rate of .23%. The total balance of the Money Market account on May 31, 2014 was \$1,000,000 with a current yield of .20%. Total investments are up \$2,500,000 when compared to this time last year.

FINANCIAL STATEMENT CITY OF HAYS, KANSAS

This Document is for Internal Use and Represents Un-audited Figures

As of May 31, 2014

CASH BALANCE

Total Cash in All Funds	\$54,694,501.65
-------------------------	-----------------

STATEMENT OF CREDITS

Checking Accounts with Banks	\$1,143,001.65
Money Market Accounts	\$1,000,000.00
Investments	\$52,550,000.00
Cash in Office	<u>\$1,500.00</u>
TOTAL	\$54,694,501.65

STATEMENT OF CURRENT OBLIGATIONS

General Obligation Bonds	\$13,570,000.00
Temporary Notes	\$0.00
State Revolving Loan Fund	\$0.00
Revenue Bonds	\$3,675,000.00
Lease Purchase Agreements	<u>\$381,670.75</u>
	\$17,626,670.75

CITY OF HAYS
INVESTMENTS AS OF
5/31/2014

<u>Commerce Bank</u> <u>CD #</u>	<u>Certificates of Deposit</u>	<u>Date Issued</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Interest at Maturity</u>
33*	2,000,000.00	6/7/2012	5/30/2014	0.30%	11,868.49
566*	2,500,000.00	2/8/2013	6/13/2014	0.21%	7,047.95
968*	1,000,000.00	2/25/2013	7/11/2014	0.20%	2,745.21
110*	1,000,000.00	4/5/2013	7/25/2014	0.21%	2,738.63
764	750,000.00	4/26/2013	8/26/2014	0.18%	1,801.23
909	2,000,000.00	6/3/2013	9/3/2014	0.15%	3,756.16
422	750,000.00	9/6/2013	9/9/2014	0.14%	1,058.63
304	1,000,000.00	6/14/2013	9/14/2014	0.16%	2,003.29
676*	1,000,000.00	7/19/2013	10/31/2014	0.18%	2,312.88
079*	750,000.00	8/29/2013	11/14/2014	0.18%	1,634.79
803*	1,000,000.00	9/20/2013	11/28/2014	0.16%	1,902.47
827*	2,000,000.00	9/20/2013	12/12/2014	0.17%	4,247.67
675*	1,750,000.00	10/18/2013	1/9/2015	0.16%	3,436.71
901*	1,000,000.00	8/23/2013	2/20/2015	0.21%	3,147.37
746*	1,000,000.00	2/14/2014	5/29/2015	0.19%	2,441.37
28	2,000,000.00	6/6/2013	6/6/2015	0.21%	8,400.00
956*	1,200,000.00	4/7/2014	7/24/2015	0.21%	3,265.64
902*	1,000,000.00	8/23/2013	8/23/2015	0.27%	5,400.00

Sunflower Bank
CD #

Certificates of Deposit

Equity Bank
CD #

Certificates of Deposit

909	2,000,000.00	4/19/2013	8/8/2014	0.24%	6,207.12
449	3,000,000.00	1/24/2014	8/28/2014	0.25%	4,438.36
332	1,000,000.00	11/8/2013	11/8/2014	0.20%	2,000.00
161	1,200,000.00	9/27/2013	12/26/2014	0.19%	2,842.19
296	1,450,000.00	10/23/2013	1/23/2015	0.20%	3,630.96
323	1,000,000.00	10/31/2013	2/6/2015	0.19%	2,410.14
341	1,300,000.00	11/8/2013	3/6/2015	0.25%	4,300.68
386	1,000,000.00	11/14/2013	3/19/2015	0.22%	2,953.42
828	1,650,000.00	3/28/2013	3/28/2015	0.32%	10,560.00
440	3,300,000.00	1/22/2014	4/17/2015	0.49%	19,935.62
503	1,500,000.00	1/31/2014	5/14/2015	0.37%	7,116.16
620	1,000,000.00	3/21/2014	7/10/2015	0.22%	2,869.04
638	3,000,000.00	4/22/2014	8/11/2015	0.22%	8,607.12
647	1,500,000.00	5/2/2014	8/28/2015	0.21%	4,168.36

Astra Bank
CD #

Certificates of Deposit

37856	1,000,000.00	6/28/2013	10/3/2014	0.16%	2,025.21
37857	1,000,000.00	6/28/2013	10/17/2014	0.16%	2,086.58
37952	1,200,000.00	12/13/2013	4/3/2015	0.20%	3,129.86
38009	750,000.00	2/21/2014	6/12/2015	0.20%	1,956.16
38015	1,000,000.00	3/7/2014	6/26/2015	0.19%	2,477.81

Emprise Bank
CD#

Certificates of Deposit

Bank of Hays
CD#

Certificates of Deposit

52,550,000.00

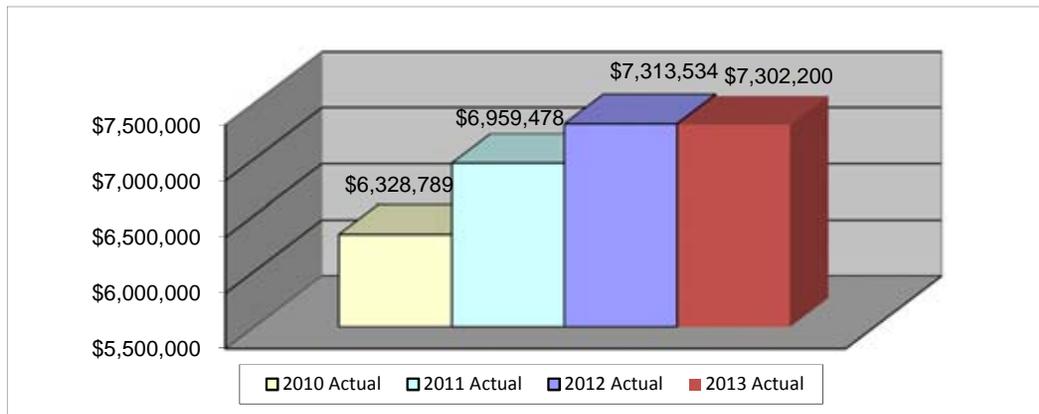
162,923.28

<u>Astra Bank</u> <u>MMA</u>		0.03%
<u>Commerce Bank</u> <u>MMA</u>	1,000,000.00	0.20%

SALES TAX RECEIPTS
 City of Hays
 General Fund 1.25%

	2010 actual	2011 actual	2012 actual	2013 actual	2014 actual	Change from 2013	YTD % Change from 2013
January	\$539,129	\$543,135	\$611,353	\$630,469	\$ 591,886	(\$38,583)	-6.12%
February	\$496,164	\$686,869	\$702,298	\$687,316	\$ 693,745	\$6,429	-2.44%
March	\$551,958	\$576,013	\$563,583	\$561,055	\$ 555,681	(\$5,374)	-2.00%
April	\$417,362	\$460,066	\$509,945	\$523,623	\$ 519,570	(\$4,053)	-1.73%
May	\$519,366	\$569,624	\$611,234	\$591,279	\$ 597,391	\$6,112	-1.18%
June	\$522,834	\$573,474	\$608,325	\$567,547			
July	\$511,370	\$570,421	\$621,448	\$679,311			
August	\$567,989	\$555,561	\$671,019	\$651,955			
September	\$543,507	\$573,336	\$572,295	\$611,782			
October	\$592,063	\$648,649	\$648,340	\$650,165			
November	\$525,702	\$580,035	\$638,490	\$553,637			
December	\$541,345	\$622,295	\$555,204	\$594,061			

TOTALS \$6,328,789 \$6,959,478 \$7,313,534 \$7,302,200 \$2,958,273 (\$35,469)
 -0.18% 9.97% 5.09% -0.15%
 Total Inc/dec over previous year



2012 - 2013 - 2014 6 month running avg	
January	-1.68%
February	-0.98%
March	-2.20%
April	-2.44%
May	0.10%
June	
July	
August	
September	
October	
November	
December	

**General Fund revenues provide funding for City services including police, fire, street, parks, swimming pool and golf course. It also provides funding to outside agencies such as Economic Development, Downtown Hays Development, United Way CARE Council and Fort Hays State Scholarships.

Sales Tax Collections by Industry Classification - Top Ten
 QTD 2013-2014 March, April, May

	2013	2014	\$\$ inc/dec	% inc/dec	% of 2013 Total
452 General Merchandise Stores	\$445,569	\$438,249	(\$7,320)	-1.64%	18.35%
441 Motor Vehicle and Parts Dealers	\$368,771	\$352,291	(\$16,480)	-4.47%	14.75%
722 Food Services and Drinking Places	\$233,606	\$226,911	(\$6,695)	-2.87%	9.50%
444 Building Material and Garden Supply	\$159,824	\$159,000	(\$824)	-0.52%	6.66%
445 Food and Beverage	\$155,860	\$153,978	(\$1,882)	-1.21%	6.45%
517 Telecommunications	\$66,172	\$65,541	(\$631)	-0.95%	2.74%
448 Clothing and Clothing Accessories	\$83,407	\$77,432	(\$5,975)	-7.16%	3.24%
423 Merchant Wholesalers, Durable Goods	\$77,277	\$78,972	\$1,695	2.19%	3.31%
721 Accommodation	\$31,438	\$39,022	\$7,584	24.12%	1.63%
451 Sporting Goods, Hobby, Book & Music	\$40,808	\$34,057	(\$6,751)	-16.54%	1.43%
	\$1,662,733	\$1,625,453	(\$37,280)	-2.24%	68.06%

**MONTHLY STATEMENT OF CITY TREASURER
5/1/2014 THROUGH 5/31/2014**

FUND	BALANCE 5/1/2014	RECEIPTS	DISBURSEMENTS	BALANCE 5/31/2014
Cash Drawer	\$1,500.00			\$1,500.00
General	\$4,266,110.80	751,157.37	961,714.11	\$4,055,554.06
Petty Cash	\$1,000.00			\$1,000.00
Reserve Budget Stabilization	\$3,221,180.75			\$3,221,180.75
Library	\$101,444.73			\$101,444.73
Airport	\$124,588.50	15,457.13	28,013.53	\$112,032.10
Public Safety Equipment	\$284,652.20	0.00	7,968.54	\$276,683.66
Employee Benefit Contribution	\$1,124,564.09	7,045.27	320,494.14	\$811,115.22
Special Highway	\$446,208.81	0.00	131,764.84	\$314,443.97
Special Park & Recreation	\$140,128.20	0.00	1,701.96	\$138,426.24
Special Alcohol Program	\$190,701.45			\$190,701.45
Convention & Tourism	\$859,583.62	3,412.00	40,998.70	\$821,996.92
New Equipment Reserve	\$3,028,544.88	292.12	0.00	\$3,028,837.00
Grants	\$0.00			\$0.00
Library Employee Benefit	\$4,443.18			\$4,443.18
Golf Course Improvement	\$62,290.59	0.00	(852.60)	\$63,143.19
Park Development - Green Space	\$5,026.93			\$5,026.93
Sports Complex	\$2,181,203.96			\$2,181,203.96
Stormwater Management	\$336,006.27	0.00	(66,667.58)	\$402,673.85
Parks Improvement Fund	\$12,691.05	2,246.00	2,488.89	\$12,448.16
Ellis Co. Sales Tax	\$0.00	148,621.47	148,621.47	\$0.00
Capital Projects	\$3,333,199.16	0.00	5,590.38	\$3,327,608.78
Airport Improvement	\$446,601.16	10,434.00	60.00	\$456,975.16
Bond & Interest	\$809,039.60			\$809,039.60
TDD Sales Tax	\$13,869.77	18,477.88	14,569.77	\$17,777.88
Home Depot Econ Dev Bds	\$188,704.50	12,319.00	0.00	\$201,023.50
Home Depot Econ Dev Bds (Cash Restr.)	\$24,608.90			\$24,608.90
48th/Roth Ave. - CID	\$13,043.67			\$13,043.67
				\$0.00
Restricted Cash - 2009 A Bonds	\$65,352.00			\$65,352.00
Sales Tax (Cash Reserve)	\$24,239,476.55	60.00	76,419.99	\$24,163,116.56
Water & Sewer	\$5,944,721.52	748,312.23	529,845.14	\$6,163,188.61
Water & Sewer (Bond & Interest Reserve)	\$102,030.92			\$102,030.92
Water & Sewer (Bond Reserve Account)	\$0.00			\$0.00
Water & Sewer (Capital Reserve)	\$1,898,222.43	0.00	112,923.72	\$1,785,298.71
Water & Sewer(Reserve 2009A)	\$567,347.32	0.00	(35,099.58)	\$602,446.90
Solid Waste Fund	\$529,861.80	1,582.20	(36,761.31)	\$568,205.31

FUND	BALANCE 5/1/2014	RECEIPTS	DISBURSEMENTS	BALANCE 5/31/2014
Solid Waste Reserve	\$516,554.56			\$516,554.56
Fire Insurance Trust	\$18,600.00			\$18,600.00
	\$0.00			\$0.00
Municipal Court Agency Fund	\$128,328.02	0.00	12,552.80	\$115,775.22
	\$55,231,431.89	\$1,719,416.67	\$2,256,346.91	\$54,694,501.65

City of Hays Revenues

Month of May

	<u>Budgeted</u> 2014	<u>Collections</u> Current Mo.	<u>Collections</u> To Date	<u>Balance</u>
General				
<u>CULTURE & RECREATION REVENUES</u>				
Total Revenues	\$440,803.00	\$25,903.23	\$246,163.05	(\$194,639.95)
<u>GENERAL GOVERNMENT REVENUES</u>				
Total Revenues	\$11,179,728.00	\$739,589.79	\$3,740,180.42	(\$7,439,547.58)
<u>PUBLIC SAFETY REVENUES</u>				
Total Revenues	\$613,000.00	\$56,970.50	\$305,760.75	(\$307,239.25)
<u>PUBLIC WORKS REVENUES</u>				
Total Revenues	\$10,300.00	\$250.00	\$4,810.00	(\$5,490.00)
Library				
<u>LIBRARY FUND REVENUES</u>				
Total Revenues	\$1,216,730.00	\$0.00	\$720,093.53	(\$496,636.47)
Airport				
<u>AIRPORT FUND REVENUES</u>				
Total Revenues	\$332,620.00	\$14,678.33	\$163,200.73	(\$169,419.27)
Employee Benefit				
<u>EMPLOYEE BENEFIT REVENUES</u>				
Total Revenues	\$3,389,040.00	\$3,325.11	\$1,491,928.06	(\$1,897,111.94)
Special Highway				
<u>SPECIAL HIGHWAY REVENUES</u>				
Total Revenues	\$584,450.00	\$0.00	\$287,987.07	(\$296,462.93)
Special Park & Rec				
<u>SPECIAL PRK & REC REVENUES</u>				
Total Revenues	\$135,803.00	\$0.00	\$31,163.49	(\$104,639.51)
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND REVENUES</u>				
Total Revenues	\$135,803.00	\$0.00	\$31,469.33	(\$104,333.67)
Convention & Visitors Bureau				
<u>CONVENTION & VISITOR'S REVENUE</u>				
Total Revenues	\$787,000.00	\$3,412.00	\$336,439.29	(\$450,560.71)
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT REVENUES</u>				
Total Revenues	\$184,568.00	\$0.00	\$109,219.21	(\$75,348.79)
Risk Management				
<u>RISK MANAGEMENT REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Golf Course Improvement				
<u>GOLF COURSE IMPR. FUND REVENUE</u>				
Total Revenues	\$0.00	\$852.60	\$19,417.00	\$19,417.00
Park Development				
<u>PARK DEVELOPMENT FUND-REVENUE</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Sports Complex				
<u>SPORTS COMPLEX-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$16,000.00	\$16,000.00
<u>STORMWATER MANAGEMENT REVENUES</u>				
Total Revenues	\$772,500.00	\$76,103.97	\$326,456.86	(\$446,043.14)
<u>PARKS IMPROVEMENT FUND-REVENUE</u>				
Total Revenues	\$0.00	\$2,246.00	\$16,063.00	\$16,063.00

	<u>Budgeted</u> <u>2014</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>
<u>ELLIS CO. SALES TAX-REVENUES</u>				
Total Revenues	\$0.00	\$148,621.47	\$737,323.56	\$737,323.56
Bond & Interest				
<u>BOND & INTEREST REVENUES</u>				
Total Revenues	\$1,334,163.00	\$0.00	\$808,358.69	(\$525,804.31)
TDD Sales Tax				
<u>TDD SLS TAX REVENUES</u>				
Total Revenues	(\$56,562.92)	\$18,477.88	\$80,539.36	\$137,102.28
Home Depot Economic Dev Bonds				
<u>HDEPOT-ECON DEV BND-REVENUES</u>				
Total Revenues	\$222,925.00	\$12,319.00	\$88,042.23	(\$134,882.77)
48th/Roth Ave. - CID				
<u>48TH/ROTH AVE CID-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Water & Sewer				
<u>WATER & SEWER FUND REVENUES</u>				
Total Revenues	\$9,030,146.00	\$706,069.90	\$3,370,540.87	(\$5,659,605.13)
Solid Waste				
<u>SOLID WASTE FUND REVENUES</u>				
Total Revenues	\$1,268,900.00	\$107,259.22	\$540,051.95	(\$728,848.05)
Fire Insurance Trust				
<u>FIRE INS TRUST REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$18,600.00	\$18,600.00
 Grand Totals	 <u>\$31,581,916.08</u>	 <u>\$1,916,079.00</u>	 <u>\$13,489,808.45</u>	 <u>(\$18,092,107.63)</u>

City of Hays Expenditures

Month of May 2014

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	<u>Balance</u>
General				
<u>BALLFIELD MAINTENANCE</u>				
Total Expenditures	\$57,100.00	\$3,222.75	\$28,076.46	\$29,023.54
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
Total Expenditures	\$240,835.00	\$22,840.08	\$61,384.89	\$179,450.11
<u>BUILDINGS & GROUNDS</u>				
Total Expenditures	\$513,660.00	\$61,301.93	\$186,459.37	\$327,200.63
<u>CEMETERIES</u>				
Total Expenditures	\$20,200.00	\$282.01	\$3,237.69	\$16,962.31
<u>CITY ATTORNEY</u>				
Total Expenditures	\$101,000.00	\$6,643.75	\$38,091.25	\$62,908.75
<u>CITY COMMISSION</u>				
Total Expenditures	\$1,947,677.00	\$12,936.99	\$24,349.21	\$1,923,327.79
<u>CITY MANAGER</u>				
Total Expenditures	\$471,987.00	\$41,568.60	\$162,928.42	\$309,058.58
<u>DISPATCH</u>				
Total Expenditures	\$558,815.00	\$50,354.17	\$195,490.81	\$363,324.19
<u>ECONOMIC DEVELOPMENT</u>				
Total Expenditures	\$256,205.00	\$551.82	\$142,856.82	\$113,348.18
<u>FINANCE/CITY CLERK</u>				
Total Expenditures	\$367,807.00	\$37,846.31	\$141,373.76	\$226,433.24
<u>FIRE DEPARTMENT</u>				
Total Expenditures	\$1,408,993.00	\$154,126.70	\$554,450.34	\$854,542.66
<u>FLEET MAINTENANCE</u>				
Total Expenditures	\$830,101.00	\$69,213.03	\$276,849.01	\$553,251.99
<u>GOLF COURSE</u>				
Total Expenditures	\$350,897.00	\$34,594.13	\$157,102.83	\$193,794.17
<u>HUMAN RESOURCES</u>				
Total Expenditures	\$192,702.00	\$15,716.40	\$63,371.78	\$129,330.22
<u>INFORMATION TECHNOLOGY</u>				
Total Expenditures	\$535,119.00	\$37,833.07	\$214,243.85	\$320,875.15
<u>INTERGOVERNMENTAL ACCOUNT</u>				
Total Expenditures	\$364,500.00	(\$2,075.82)	\$45,228.78	\$319,271.22
<u>MUNICIPAL COURT</u>				
Total Expenditures	\$156,891.00	\$14,784.86	\$57,490.78	\$99,400.22
<u>P.W.-GENERAL ADMINISTRATION</u>				
Total Expenditures	\$281,865.00	\$28,588.81	\$101,733.27	\$180,131.73
<u>PARKS & PLAYGROUNDS</u>				
Total Expenditures	\$860,770.00	\$93,103.24	\$332,837.19	\$527,932.81
<u>PLANNING INSPECTION ENFORCEMENT</u>				
Total Expenditures	\$340,303.00	\$35,408.95	\$134,823.85	\$205,479.15
<u>POLICE DEPARTMENT</u>				
Total Expenditures	\$2,136,475.00	\$219,225.50	\$806,037.06	\$1,330,437.94
<u>PUBLIC WORKS-SERVICE DIVISION</u>				
Total Expenditures	\$907,001.00	\$75,733.03	\$275,872.20	\$631,128.80
<u>QUALITY OF LIFE</u>				
Total Expenditures	\$35,303.00	\$0.00	\$35,303.00	\$0.00
<u>SOCIAL SERVICES</u>				
Total Expenditures	\$164,000.00	\$0.00	\$82,000.00	\$82,000.00
<u>SWIMMING POOL</u>				
Total Expenditures	\$114,700.00	\$11,504.08	\$23,779.83	\$90,920.17
Library				
<u>LIBRARY FUND EXPENDITURES</u>				
Total Expenditures	\$1,262,056.00	\$0.00	\$690,529.84	\$571,526.16
Airport				
<u>AIRPORT FUND EXPENDITURES</u>				
Total Expenditures	\$351,504.00	\$27,234.73	\$104,375.19	\$247,128.81

	<u>Budgeted</u> <u>2014</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>To Date</u>	<u>Balance</u>
Employee Benefit				
<u>EMPLOYEE BENEFIT EXPENDITURES</u>				
Total Expenditures	\$4,156,668.00	\$316,773.98	\$1,691,008.73	\$2,465,659.27
Special Highway				
<u>SPECIAL HIGHWAY EXPENDITURES</u>				
Total Expenditures	\$598,352.00	\$131,764.84	\$191,338.83	\$407,013.17
Special Park & Rec				
<u>SPECIAL PRK & REC EXPENDITURES</u>				
Total Expenditures	\$235,786.00	\$1,701.96	\$4,091.91	\$231,694.09
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND EXPENDITURE</u>				
Total Expenditures	\$315,781.00	\$0.00	\$30,000.00	\$285,781.00
Convention & Visitors Bureau				
<u>CVB EXPENDITURES</u>				
Total Expenditures	\$1,424,386.00	\$40,998.70	\$227,175.58	\$1,197,210.42
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT EXPENDITURE</u>				
Total Expenditures	\$189,901.00	\$0.00	\$113,239.83	\$76,661.17
Risk Management				
<u>RISK MGT. FUND EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Golf Course Improvement				
<u>GOLF COURSE IMPR. EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$534.20	(\$534.20)
Park Development				
<u>PARK DEVELOPMENT EXPENDITURES</u>				
Total Expenditures	\$5,027.00	\$0.00	\$0.00	\$5,027.00
Sports Complex				
<u>SPORTS COMPLEX-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>STORMWATER MANAGEMENT EXPENDITURE</u>				
Total Expenditures	\$782,170.00	\$3,682.29	\$12,785.04	\$769,384.96
<u>PARKS IMPROVEMENT FUND-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$2,488.89	\$3,614.84	(\$3,614.84)
<u>ELLIS CO. SALES TAX-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$148,621.47	\$737,323.56	(\$737,323.56)
Bond & Interest				
<u>BOND & INTEREST EXPENDITURES</u>				
Total Expenditures	\$1,524,263.00	\$0.00	\$220,335.00	\$1,303,928.00
TDD Sales Tax				
<u>TDD SLS TAX EXPENDITURES</u>				
Total Expenditures	\$0.00	\$14,569.77	\$99,608.12	(\$99,608.12)
Home Depot Economic Dev Bonds				
<u>H DEPOT ECON DEV BND-EXPENDITURE</u>				
Total Expenditures	\$211,706.00	\$0.00	\$48,352.51	\$163,353.49
48th/Roth Ave. - CID				
<u>48TH/ ROTH AVE CID-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2014</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>To Date</u>	<u>Balance</u>
Water & Sewer				
<u>DEBT SERVICE</u>				
Total Expenditures	\$825,000.00	\$35,099.58	\$242,307.99	\$582,692.01
<u>DEBT SERVICE - SALES TAX</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>UTILITIES DEPT./WATER CONSERV.</u>				
Total Expenditures	\$435,109.00	\$11,521.59	\$50,207.28	\$384,901.72
<u>W/S NON-OPERATING EXPENDITURES</u>				
Total Expenditures	\$5,376,937.00	\$21,762.77	\$130,982.38	\$5,245,954.62
<u>WASTEWATER TREATMENT & COLL.</u>				
Total Expenditures	\$1,166,770.00	\$96,097.01	\$392,135.33	\$774,634.67
<u>WATER PRODUCTION & DIST.</u>				
Total Expenditures	\$1,719,197.00	\$163,995.56	\$536,182.85	\$1,183,014.15
Solid Waste				
<u>SOLID WASTE FUND EXPENDITURE</u>				
Total Expenditures	\$1,338,328.00	\$68,693.21	\$268,001.88	\$1,070,326.12
Fire Insurance Trust				
<u>FIRE INS TRUST EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	<u>\$35,133,847.00</u>	<u>\$2,110,310.74</u>	<u>\$9,939,503.34</u>	<u>\$25,194,343.66</u>

GENERAL FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	4,055,554.06
Petty Cash	1,000.00
Cash Drawer	1,500.00
Reserve-Budget Stabilization	3,221,180.75
Accts. Receivable-Police Court	68,791.00
Accts. Receivable-Misc. Sources	0.00

TOTAL ASSETS

7,348,025.81

LIABILITIES

Accounts Payable	0.00
Control Pay Payable	7,383.40
Accrued Payroll	176,259.20
Accrued Vacation/PTO	454,069.89
Accrued Sick Leave Payout	26,686.78
Accrued Comp Time	1,396.59
W/H -Payable	
State W/H Payable	
FICA/Med Payable	
KPERS-Payable	
Prior Year Encumbrance	0.00
Lease Purchase Agreements	0.00

TOTAL LIABILITIES

665,795.86

FUND BALANCE

Revenues	4,293,746.22
Expenditures	-4,122,088.08
Fund Balance Reserved for Enc	60,280.05
Fund Balance Unreserved	3,229,111.01
Bdgt Stabilization Reserved Fund Bl	3,221,180.75

TOTAL FUND BALANCE

6,682,229.95

**TOTAL LIABILITIES
& FUND BALANCE**

7,348,025.81

LIBRARY FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

101,444.73

TOTAL ASSETS

101,444.73

FUND BALANCE

Revenues

720,093.53

Expenditures

-690,529.84

Fund Balance Unreserved

71,881.04

TOTAL FUND BALANCE

101,444.73

AIRPORT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	112,032.10
Accts. Receivable	11,717.76
Accts. Receivable-Misc. Sources	
TOTAL ASSETS	<u>123,749.86</u>

LIABILITIES

Accounts Payable	0.00
Accrued Payroll	2,909.14
Accrued Vacation/PTO	7,035.28
Accrued Sick Leave Payout	
Prior Year Encumbrance	0.00
TOTAL LIABILITIES	<u>9,944.42</u>

FUND BALANCE

Revenues	163,200.73
Expenditures	-99,898.11
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	50,502.82
TOTAL FUND BALANCE	<u>113,805.44</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>123,749.86</u></u>
---	---------------------------------

PUBLIC SAFETY EQUIPMENT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

276,683.66

TOTAL ASSETS

276,683.66

LIABILITIES:

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

256,855.48

Expenditures

-45,744.82

Fund Balance Reserved for Enc

2,216.86

Fund Balance Unreserved

63,356.14

TOTAL FUND BALANCE

276,683.66

EMPLOYEE BENEFIT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	811,115.22
Accts. Receivable-Misc. Sources	14,525.95
TOTAL ASSETS	825,641.17

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues	1,491,928.06
Expenditures	-1,691,008.73
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	1,024,721.84
TOTAL FUND BALANCE	825,641.17

TOTAL LIABILITIES & FUND BALANCE	825,641.17
---	-------------------

SPECIAL HIGHWAY FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	314,443.97
Grants Receivable	0.00
TOTAL ASSETS	<u>314,443.97</u>

LIABILITIES

Accounts Payable	0.00
Due To Other Funds	0.00
Prior Year Encumbrance	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	287,987.07
Expenditures	-191,338.83
Fund Balance Reserved for Enc	60,577.63
Fund Balance Unreserved	157,218.10
TOTAL FUND BALANCE	<u>314,443.97</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>314,443.97</u></u>
---	---------------------------------

SPECIAL PARK & RECREATION FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

138,426.24

TOTAL ASSETS

138,426.24

LIABILITIES

Accounts Payable

0.00

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

31,163.49

Expenditures

-3,093.60

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

110,356.35

TOTAL FUND BALANCE

138,426.24

TOTAL LIABILITIES

& FUND BALANCE

138,426.24

SPECIAL ALCOHOL FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

190,701.45

TOTAL ASSETS

190,701.45

LIABILITIES

Accrued Payroll

1,259.95

Accrued Vacation

3,692.26

Accounts Payable

0.00

TOTAL LIABILITIES

4,952.21

FUND BALANCE

Revenues

31,469.33

Expenditures

-30,000.00

Fund Balance Unreserved

184,279.91

TOTAL FUND BALANCE

185,749.24

**TOTAL LIABILITIES
& FUND BALANCE**

190,701.45

CONVENTION & VISITOR'S BUREAU FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	821,996.92
Accts. Receivable-Misc. Sources	0.00
TOTAL ASSETS	<u>821,996.92</u>

LIABILITIES

Accounts Payable	0.00
Accrued Payroll	3,753.33
Accrued Vacation/PTO	10,863.96
Accrued Comp Time	0.00
Prior Year Encumbrance	0.00
TOTAL LIABILITIES	<u>14,617.29</u>

FUND BALANCE

Revenues	336,439.29
Expenditures	-223,603.14
Fund Balance Reserved for Enc	0.00
Fund Balance Unreserved	694,543.48
TOTAL FUND BALANCE	<u>807,379.63</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>821,996.92</u></u>
---	---------------------------------

NEW EQUIPMENT RESERVE FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

3,028,837.00

TOTAL ASSETS

3,028,837.00

LIABILITIES

Accounts Payable

TOTAL LIABILITIES

0.00

FUND BALANCE

Revenues

3,203.92

Expenditures

-25,854.50

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

3,051,487.58

TOTAL FUND BALANCE

3,028,837.00

**TOTAL LIABILITIES
& FUND BALANCE**

3,028,837.00

GRANTS- MULTI FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash		0.00
Loan Receivable		0.00
	TOTAL ASSETS	0.00

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		0.00
Expenditures		0.00
Fund Balance Unreserved		
	TOTAL FUND BALANCE	0.00
	TOTAL LIABILITIES & FUND BALANCE	0.00

LIBRARY EMPLOYEE BENEFIT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

4,443.18

TOTAL ASSETS

4,443.18

FUND BALANCE

Revenues

109,219.21

Expenditures

-113,239.83

Fund Balance Unreserved

8,463.80

TOTAL FUND BALANCE

4,443.18

GOLF COURSE IMPROVEMENT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

TOTAL ASSETS 63,143.19
63,143.19

LIABILITIES

Accounts Payable

TOTAL LIABILITIES 0.00
0.00

FUND BALANCE

Revenues

19,312.00

Expenditures

-534.20

Fund Balance Reserved for Enc

0.00

Fund Balance Unreserved

44,365.39

TOTAL FUND BALANCE 63,143.19
63,143.19

**TOTAL LIABILITIES
& FUND BALANCE**

63,143.19

PARK DEVELOPMENT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

5,026.93

TOTAL ASSETS

5,026.93

FUND BALANCE

Revenues

Expenditures

Fund Balance Reserved for Enc

Fund Balance Unreserved

0.00

5,026.93

TOTAL FUND BALANCE

5,026.93

SPORTS COMPLEX FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	2,181,203.96
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	
TOTAL ASSETS	<u>2,181,203.96</u>

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	16,000.00
Expenditures	0.00
Fund Balance Reserved for Encumbrances	
Fund Balance Unreserved	2,165,203.96
TOTAL FUND BALANCE	<u>2,181,203.96</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>2,181,203.96</u></u>
---	-----------------------------------

STORMWATER MANAGEMENT

5/31/2014

BALANCE SHEET

ASSETS:

Cash	402,673.85
Due From Other Funds	58,149.83
TOTAL ASSETS	460,823.68

LIABILITIES

Accounts Payable	0.00
Accrued Payroll	1,507.29
TOTAL LIABILITIES	1,507.29

FUND BALANCE

Revenues	326,456.86
Expenditures	-12,785.04
Fund Balance Reserved for Encumbrances	67,212.03
Fund Balance Unreserved	78,432.54
TOTAL FUND BALANCE	459,316.39

TOTAL LIABILITIES & FUND BALANCE	460,823.68
---	-------------------

PARKS IMPROVEMENT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	12,448.16
Accts. Receivable	0.00
TOTAL ASSETS	<u>12,448.16</u>

LIABILITIES

Accounts Payable	0.00
Due To Other Accounts	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	16,063.00
Expenditures	-3,614.84
Fund Balance Reserved for Enc	
Fund Balance Unreserved	
TOTAL FUND BALANCE	<u>12,448.16</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>12,448.16</u></u>
---	--------------------------------

ELLIS COUNTY SALES TAX

5/31/2014

BALANCE SHEET

ASSETS:

Cash		0.00
Due From Other Funds		
	TOTAL ASSETS	0.00

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		737,323.56
Expenditures		-737,323.56
Fund Balance Reserved		0.00
Fund Balance Unreserved		0.00
	TOTAL FUND BALANCE	0.00

	TOTAL LIABILITIES & FUND BALANCE	0.00
--	---	-------------

CAPITAL PROJECTS FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	3,327,608.78
Accts. Receivable-Misc. Sources	188,112.00
Due From Other Funds	0.00

TOTAL ASSETS	<u>3,515,720.78</u>
---------------------	----------------------------

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	0.00
Expenditures	-4,582.50
Fund Balance Reserved for Enc	352,698.52
Fund Balance Unreserved	3,167,604.76

TOTAL FUND BALANCE	<u>3,515,720.78</u>
---------------------------	----------------------------

TOTAL LIABILITIES & FUND BALANCE	<u><u>3,515,720.78</u></u>
---	-----------------------------------

CAPITAL PROJECTS 2001 FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash		0.00
Due From Other Funds		
TOTAL ASSETS		0.00

LIABILITIES

Due To Other Funds		0.00
Accounts Payable		0.00
TOTAL LIABILITIES		0.00

FUND BALANCE

Revenues		
Expenditures		
Fund Balance Unreserved		0.00
TOTAL FUND BALANCE		0.00

TOTAL LIABILITIES & FUND BALANCE		0.00
---	--	-------------

AIRPORT IMPROVEMENT FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash		456,975.16
Accts. Receivable		0.00
	TOTAL ASSETS	456,975.16

LIABILITIES

Accounts Payable		0.00
Due To Other Accounts		0.00
	TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues		1,130,273.00
Expenditures		-60.00
Fund Balance Reserved for Enc		909,220.20
Fund Balance Unreserved		-1,582,458.04
	TOTAL FUND BALANCE	456,975.16

	TOTAL LIABILITIES & FUND BALANCE	456,975.16
--	---	-------------------

BOND & INTEREST FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	809,039.60
Due From Other Funds	0.00
TOTAL ASSETS	809,039.60

LIABILITIES

Lease Purchase Agreements	0.00
TOTAL LIABILITIES	0.00

FUND BALANCE

Revenues	808,358.69
Expenditures	-220,335.00
Fund Balance Reserved	0.00
Fund Balance Unreserved	221,015.91
TOTAL FUND BALANCE	809,039.60

TOTAL LIABILITIES & FUND BALANCE	809,039.60
---	-------------------

TRANSPORTATION DD SALES TAX FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash		17,777.88
Due From Other Funds		
	TOTAL ASSETS	<u>17,777.88</u>

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues		80,539.36
Expenditures		-81,130.24
Fund Balance Reserved		0.00
Fund Balance Unreserved		18,368.76
	TOTAL FUND BALANCE	<u>17,777.88</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>17,777.88</u></u>
--	---	--------------------------------

HOME DEPOT-ECONOMIC DEVELOPMENT BONDS

5/31/2014

BALANCE SHEET

ASSETS:

Cash	201,023.50
Cash-Restricted	24,608.90
TOTAL ASSETS	<u>225,632.40</u>

LIABILITIES

Accounts Payable	0.00
TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues	88,042.23
Expenditures	-48,352.51
Fund Balance Reserved	0.00
Fund Balance Unreserved	185,942.68
TOTAL FUND BALANCE	<u>225,632.40</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>225,632.40</u></u>
---	---------------------------------

48th & ROTH AVE.-CID

5/31/2014

BALANCE SHEET

ASSETS:

Cash		13,043.67
Due From Other Funds		
	TOTAL ASSETS	<u>13,043.67</u>

LIABILITIES

Accounts Payable		0.00
	TOTAL LIABILITIES	<u>0.00</u>

FUND BALANCE

Revenues		0.00
Expenditures		0.00
Fund Balance Reserved		
Fund Balance Unreserved		13,043.67
	TOTAL FUND BALANCE	<u>13,043.67</u>

	TOTAL LIABILITIES & FUND BALANCE	<u><u>13,043.67</u></u>
--	---	--------------------------------

WATER & SEWER FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	6,163,188.61
Accts. Receivable-Misc. Sources	
Cash-Water Sales Tax	24,163,116.56
Reserve-Capital Improvement	1,785,298.71
Reserve Bond & Int. Sales Tax	
Reserve Bond & Interest W/S	102,030.92
2003 Bond Reserve W/S	0.00
2003 Bond Reserve -Sales Tax	0.00
Consumers Accounts Receivable	468,530.60
Misc. Mdse Accts. Receivable	100,000.00
Issuance Cost-Sales Tax Fund	
Issuance Costs Water /Sewer	46,604.23
Restricted Cash-2009A Bond	65,352.00
Reserve-W/S Revenue Bond 2009A	602,446.90
Due From Other Funds	0.00
Land	139,109.47
Land-R-9 Ranch	4,262,039.65
Accum Depreciation- R-9 Ranch	-961,911.77
Infrastructure	16,404,219.44
Accum Depreciation-Infrastruct	-8,925,759.35
Buildings	11,782,909.54
Accum Depreciation-Bldgs.	-6,519,916.62
Machinery & Equipment	11,194,327.94
Accum Dep-Machinery/Equipment	-8,814,542.35
Work in Progress-Big Creek	2,082,833.90
Water Sales Tax Expenditures	742,697.30
R-9 Ranch Expenditures	0.00

TOTAL ASSETS

54,882,575.68

LIABILITIES

Accounts Payable	22,292.03
Control Pay Payble	10,452.00
Due To Other Funds	
Accrued Payroll	26,977.32
Accrued Vacation/PTO	75,621.82
Sales Tax	-877.96
State Water Fee	7,681.08
Meter Deposit Payable	207,306.21
Refuse Collection	42,544.82
Accrued Int. Payable-Bonds	45,963.26
State Rev. Loan Payment	0.01
G O Bond Payable-Serv. Bldg.	0.00
Bonds Payable-W/S Rev. Bonds	0.00
Bonds Payable-Sales Tax Fund	0.00
Accrued Int. Pybl-Revolv Loan	3,837.49
Contributed Capital	3,215,104.63
Reserve for Bad Debts	3,675,000.00
Bonds Payable-W/S 2009 A	0.00
Advance Developer Fee	0.00
Stormwater Fee	59,010.84
Over & Short	-40.64
Prior Year Encumbrance	0.00
Monitoring Well Deposit	4,500.00
Overpayment-Water Sales	0.00

TOTAL LIABILITIES

7,395,372.91

FUND BALANCE

Revenues	3,255,057.11
Expenditures	-1,325,575.64
Fund Balance Reserved for Enc	79,100.83
Fund Balance Unreserved	44,029,958.54
Capital Imprv. Reserve Fund Balance	1,448,661.93

TOTAL FUND BALANCE

47,487,202.77

TOTAL LIABILITIES & FUND BALANCE

54,882,575.68

SOLID WASTE FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash	568,205.31
Reserve Account	516,554.56
Accts. Receivable-Misc. Sources	0.00
Due From Other Funds	40,986.87
Buildings	289,324.00
Machinery & Equipment	1,613,260.00
Accum Dep-Machinery/Equipment	-976,135.65
TOTAL ASSETS	<u>2,052,195.09</u>

LIABILITIES

Accounts Payable	0.00
Control Pay Payble	0.00
Accrued Payroll	8,761.35
Accrued Vacation/PTO	22,387.97
Contributed Capital	115,383.00
Lease Purchase Obligation	226,240.00
TOTAL LIABILITIES	<u>372,772.32</u>

FUND BALANCE

Revenues	540,051.95
Expenditures	-267,724.64
Fund Balance Reserved for Enc	7,864.98
Fund Balance Unreserved	897,554.26
Solid Waste Reserve	501,676.22
TOTAL FUND BALANCE	<u>1,679,422.77</u>

TOTAL LIABILITIES & FUND BALANCE	<u><u>2,052,195.09</u></u>
---	-----------------------------------

FIRE INSURANCE TRUST FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

18,600.00

TOTAL ASSETS

18,600.00

FUND BALANCE

Revenues

18,600.00

Expenditures

0.00

Fund Balance Unreserved

0.00

TOTAL FUND BALANCE

18,600.00

MUNICIPAL COURT AGENCY FUND

5/31/2014

BALANCE SHEET

ASSETS:

Cash

115,775.22

TOTAL ASSETS

115,775.22

LIABILITIES

Accounts Payable

0.00

Due To Other Accounts

41,446.00

Bonds Payable

27,791.00

Over & Short

-0.50

TOTAL LIABILITIES

69,236.50

FUND BALANCE

Revenues

42,447.75

Expenditures

-64,009.50

Fund Balance Unreserved

68,100.47

TOTAL FUND BALANCE

46,538.72

**TOTAL LIABILITIES
& FUND BALANCE**

115,775.22

City of Hays Revenues

Month of May

General	Budgeted 2014	Collections Current Mo.	Collections To Date	Balance	% Collected YTD
<u>CULTURE & RECREATION REVENUES</u>					
GOLF COURSE REVENUE	305,000.00	25,903.23	214,693.73	(90,306.27)	70.39%
LOCAL ALCOHOL LIQUOR TAX	135,803.00	0.00	31,469.32	(104,333.68)	23.17%
Total Revenues	\$440,803.00	\$25,903.23	\$246,163.05	(\$194,639.95)	55.84%
<u>GENERAL GOVERNMENT REVENUES</u>					
16/20 M TRUCK TAX	0.00	0.00	0.00	0.00	0.00%
AD VALOREM PROPERTY TAX	0.00	0.00	0.00	0.00	0.00%
BUILDING PERMITS	75,000.00	10,372.26	39,597.11	(35,402.89)	52.80%
BUSINESS LICENSES	17,000.00	500.00	13,652.50	(3,347.50)	80.31%
CITY-COUNTY REVENUE SHARING	0.00	0.00	0.00	0.00	0.00%
CMB & LIQUOR LICENSES	12,000.00	0.00	5,675.00	(6,325.00)	47.29%
DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00%
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00	0.00%
FRANCHISE FEES	1,415,000.00	117,772.67	617,844.97	(797,155.03)	43.66%
INTEREST ON INVESTMENTS	35,000.00	3,020.93	27,768.79	(7,231.21)	79.34%
LOCAL AD VALOREM TAX REDUCTION	0.00	0.00	0.00	0.00	0.00%
LOCAL SALES TAX	7,240,398.00	603,928.31	2,942,576.47	(4,297,821.53)	40.64%
MISCELLANEOUS REVENUE	140,000.00	904.11	74,061.18	(65,938.82)	52.90%
MOTOR VEHICLE TAX	0.00	0.00	0.00	0.00	0.00%
OTHER LICENSES	500.00	40.00	200.00	(300.00)	40.00%
PET LICENSES	18,000.00	867.00	12,189.00	(5,811.00)	67.72%
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00	0.00%
RECREATIONAL VEHICLE TAX	0.00	0.00	0.00	0.00	0.00%
RENTALS	1,200.00	100.00	500.00	(700.00)	41.67%
STATE GOVERNMENT AID/GRANT	0.00	2,084.51	6,115.40	6,115.40	0.00%
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM CVB	63,325.00	0.00	0.00	(63,325.00)	0.00%
TRANSFER FROM POOL CONSTRUCTIO	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM SOLID WASTE FUND	245,000.00	0.00	0.00	(245,000.00)	0.00%
TRANSFER FROM SPECIAL ALCOHOL	54,336.00	0.00	0.00	(54,336.00)	0.00%
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM SPORTS COMPLEX	240,835.00	0.00	0.00	(240,835.00)	0.00%
TRANSFER FROM STORMWATER MGT	64,260.00	0.00	0.00	(64,260.00)	0.00%
TRANSFER FROM WATER SLS TAX	596,850.00	0.00	0.00	(596,850.00)	0.00%
TRANSFER FROM WATER/SEWER FUND	961,024.00	0.00	0.00	(961,024.00)	0.00%
TRANSFERS-ALL ACCOUNTS	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$11,179,728.00	\$739,589.79	\$3,740,180.42	(\$7,439,547.58)	33.46%
<u>PUBLIC SAFETY REVENUES</u>					
ANIMAL CONTROL REVENUE	3,000.00	235.00	1,350.00	(1,650.00)	45.00%
COURT APPOINTED REIMBURSEMENT	0.00	50.00	936.26	936.26	0.00%
COURT COSTS	80,000.00	8,983.16	53,774.94	(26,225.06)	67.22%
COURT FINES	530,000.00	47,702.34	249,699.55	(280,300.45)	47.11%
LOCAL LAB FEES	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$613,000.00	\$56,970.50	\$305,760.75	(\$307,239.25)	49.88%
<u>PUBLIC WORKS REVENUES</u>					
GRAVE OPENING	4,000.00	0.00	1,950.00	(2,050.00)	48.75%
SALE OF CEMETERY LOTS	6,300.00	250.00	2,860.00	(3,440.00)	45.40%
Total Revenues	\$10,300.00	\$250.00	\$4,810.00	(\$5,490.00)	46.70%

	<u>Budgeted</u> <u>2014</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>	<u>% Collected</u> <u>YTD</u>
Library					
<u>LIBRARY FUND REVENUES</u>					
16/20 M TRUCK TAX	1,027.00	0.00	1,167.42	140.42	113.67%
AD VALOREM PROPERTY TAX	1,116,946.00	0.00	676,060.75	(440,885.25)	60.53%
DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00%
MOTOR VEHICLE TAX	97,384.00	0.00	42,174.27	(55,209.73)	43.31%
RECREATIONAL VEHICLE TAX	1,373.00	0.00	691.09	(681.91)	50.33%
Total Revenues	\$1,216,730.00	\$0.00	\$720,093.53	(\$496,636.47)	59.18%

Airport					
<u>AIRPORT FUND REVENUES</u>					
16/20 M TRUCK TAX	181.00	0.00	197.88	16.88	109.33%
AD VALOREM PROPERTY TAX	199,707.00	0.00	120,959.28	(78,747.72)	60.57%
AIRPORT-FUEL SALES	12,000.00	715.20	3,765.58	(8,234.42)	31.38%
BUSINESS LICENSES	6,050.00	0.00	2,750.00	(3,300.00)	45.45%
DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00%
FARMING (LEASES)	18,977.00	10,265.00	10,265.00	(8,712.00)	54.09%
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00	0.00%
LANDING FEES	4,645.00	0.00	785.00	(3,860.00)	16.90%
MISCELLANEOUS REVENUE	6,859.00	840.45	1,160.45	(5,698.55)	16.92%
MOTOR VEHICLE TAX	17,200.00	0.00	7,215.56	(9,984.44)	41.95%
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00	0.00%
RECREATIONAL VEHICLE TAX	242.00	0.00	117.60	(124.40)	48.60%
RENTALS	66,759.00	2,857.68	15,984.38	(50,774.62)	23.94%
Total Revenues	\$332,620.00	\$14,678.33	\$163,200.73	(\$169,419.27)	49.07%

Employee Benefit					
<u>EMPLOYEE BENEFIT REVENUES</u>					
16/20 M TRUCK TAX	2,126.00	0.00	2,055.32	(70.68)	96.68%
AD VALOREM PROPERTY TAX	2,292,195.00	0.00	1,387,396.26	(904,798.74)	60.53%
DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00%
INSURANCE REFUNDS	0.00	0.00	8,575.00	8,575.00	0.00%
INTEREST ON INVESTMENTS	3,000.00	81.79	1,049.35	(1,950.65)	34.98%
MISCELLANEOUS REVENUE	0.00	3,243.32	14,442.09	14,442.09	0.00%
MOTOR VEHICLE TAX	201,625.00	0.00	77,172.79	(124,452.21)	38.28%
RECREATIONAL VEHICLE TAX	2,842.00	0.00	1,237.25	(1,604.75)	43.53%
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM CVB	80,430.00	0.00	0.00	(80,430.00)	0.00%
TRANSFER FROM GENERAL FUND	96,479.00	0.00	0.00	(96,479.00)	0.00%
TRANSFER FROM RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM SOLID WASTE FUND	167,754.00	0.00	0.00	(167,754.00)	0.00%
TRANSFER FROM SPECIAL ALCOHOL	26,074.00	0.00	0.00	(26,074.00)	0.00%
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM SPORTS COMPLEX	18,002.00	0.00	0.00	(18,002.00)	0.00%
TRANSFER FROM STORMWATER MGT	11,851.00	0.00	0.00	(11,851.00)	0.00%
TRANSFER FROM WATER/SEWER FUND	486,662.00	0.00	0.00	(486,662.00)	0.00%
TRANSFERS-ALL ACCOUNTS	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$3,389,040.00	\$3,325.11	\$1,491,928.06	(\$1,897,111.94)	44.02%

Special Highway					
<u>SPECIAL HIGHWAY REVENUES</u>					
CONNECTING LINK MAINTENANCE	44,760.00	0.00	22,318.69	(22,441.31)	49.86%
INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00	0.00%
STATE GASOLINE TAX	539,690.00	0.00	265,668.38	(274,021.62)	49.23%
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$584,450.00	\$0.00	\$287,987.07	(\$296,462.93)	49.27%

	Budgeted 2014	Collections Current Mo.	Collections To Date	Balance	% Collected YTD
Special Park & Rec					
<u>SPECIAL PRK & REC REVENUES</u>					
DOG PARK DONATIONS	0.00	0.00	(305.83)	(305.83)	0.00%
LOCAL ALCOHOL LIQUOR TAX	135,803.00	0.00	31,469.32	(104,333.68)	23.17%
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$135,803.00	\$0.00	\$31,163.49	(\$104,639.51)	22.95%
Special Alcohol Fund					
<u>SPECIAL ALCOHOL FUND REVENUES</u>					
LOCAL ALCOHOL LIQUOR TAX	135,803.00	0.00	31,469.33	(104,333.67)	23.17%
Total Revenues	\$135,803.00	\$0.00	\$31,469.33	(\$104,333.67)	23.17%
Convention & Visitors Bureau					
<u>CONVENTION & VISITOR'S REVENUE</u>					
MISCELLANEOUS REVENUE	42,000.00	3,412.00	16,930.00	(25,070.00)	40.31%
TRANSIENT GUEST TAX	745,000.00	0.00	319,509.29	(425,490.71)	42.89%
Total Revenues	\$787,000.00	\$3,412.00	\$336,439.29	(\$450,560.71)	42.75%
Library Employee Benefit					
<u>LIBRARY EMP. BENEFIT REVENUES</u>					
16/20 M TRUCK TAX	150.00	0.00	164.50	14.50	109.67%
AD VALOREM PROPERTY TAX	169,985.00	0.00	102,964.39	(67,020.61)	60.57%
DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00%
MOTOR VEHICLE TAX	14,232.00	0.00	5,992.57	(8,239.43)	42.11%
RECREATIONAL VEHICLE TAX	201.00	0.00	97.75	(103.25)	48.63%
Total Revenues	\$184,568.00	\$0.00	\$109,219.21	(\$75,348.79)	59.18%
Risk Management					
<u>RISK MANAGEMENT REVENUES</u>					
INSURANCE REFUNDS	0.00	0.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00	0.00%
TRANSFERS-ALL ACCOUNTS	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Golf Course Improvement					
<u>GOLF COURSE IMPR. FUND REVENUE</u>					
GOLF COURSE REVENUE	0.00	852.60	18,417.00	18,417.00	0.00%
MISCELLANEOUS REVENUE	0.00	0.00	1,000.00	1,000.00	0.00%
Total Revenues	\$0.00	\$852.60	\$19,417.00	\$19,417.00	0.00%
Park Development					
<u>PARK DEVELOPMENT FUND-REVENUE</u>					
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Sports Complex					
<u>SPORTS COMPLEX-REVENUES</u>					
LOCAL SALES TAX	0.00	0.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUE	0.00	0.00	16,000.00	16,000.00	0.00%
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$0.00	\$0.00	\$16,000.00	\$16,000.00	0.00%
<u>STORMWATER MANAGEMENT REVENUES</u>					
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
STORMWATER FEE	756,000.00	76,103.97	326,456.86	(429,543.14)	43.18%
TRANSFER FROM GENERAL FUND	16,500.00	0.00	0.00	(16,500.00)	0.00%
TRANSFER FROM WATER/SEWER FUND	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$772,500.00	\$76,103.97	\$326,456.86	(\$446,043.14)	42.26%

	<u>Budgeted</u> <u>2014</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>	<u>% Collected</u> <u>YTD</u>
<u>PARKS IMPROVEMENT FUND-REVENUE</u>					
DOG PARK DONATIONS	0.00	0.00	13,817.00	13,817.00	0.00%
MISCELLANEOUS REVENUE	0.00	2,246.00	2,246.00	2,246.00	0.00%
Total Revenues	\$0.00	\$2,246.00	\$16,063.00	\$16,063.00	0.00%
<u>ELLIS CO. SALES TAX-REVENUES</u>					
LOCAL SALES TAX	0.00	148,621.47	737,323.56	737,323.56	0.00%
Total Revenues	\$0.00	\$148,621.47	\$737,323.56	\$737,323.56	0.00%
Bond & Interest					
<u>BOND & INTEREST REVENUES</u>					
16/20 M TRUCK TAX	687.00	0.00	963.85	276.85	140.30%
AD VALOREM PROPERTY TAX	814,494.00	0.00	493,013.56	(321,480.44)	60.53%
DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
MOTOR VEHICLE TAX	65,172.00	0.00	33,345.87	(31,826.13)	51.17%
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00	0.00%
RECREATIONAL VEHICLE TAX	919.00	0.00	560.23	(358.77)	60.96%
SPECIAL ASSESSMENT TAX	452,891.00	0.00	280,475.18	(172,415.82)	61.93%
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM WATER/SEWER FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFERS-ALL ACCOUNTS	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$1,334,163.00	\$0.00	\$808,358.69	(\$525,804.31)	60.59%
TDD Sales Tax					
<u>TDD SLS TAX REVENUES</u>					
LOCAL SALES TAX	(56,562.92)	18,477.88	80,539.36	137,102.28	-142.39%
Total Revenues	(\$56,562.92)	\$18,477.88	\$80,539.36	\$137,102.28	-142.39%
Home Depot Economic Dev Bonds					
<u>H DEPOT-ECON DEV BND-REVENUES</u>					
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
RECEIVED FROM TIF PROCEEDS	222,925.00	12,319.00	88,042.23	(134,882.77)	39.49%
Total Revenues	\$222,925.00	\$12,319.00	\$88,042.23	(\$134,882.77)	39.49%
48th/Roth Ave. - CID					
<u>48TH/ROTH AVE CID-REVENUES</u>					
LOCAL SALES TAX	0.00	0.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

	<u>Budgeted</u> <u>2014</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>	<u>% Collected</u> <u>YTD</u>
Water & Sewer					
<u>WATER & SEWER FUND REVENUES</u>					
DEVELOPER CONTRIBUTION	0.00	0.00	0.00	0.00	0.00%
FEDERAL & STATE GRANTS	0.00	0.00	0.00	0.00	0.00%
INTEREST ON INVESTMENTS	25,000.00	852.99	9,591.97	(15,408.03)	38.37%
INTEREST-SALES TAX COLLECTION	50,000.00	2,687.50	30,059.05	(19,940.95)	60.12%
LOCAL SALES TAX	2,954,917.00	243,884.00	1,204,786.00	(1,750,131.00)	40.77%
MISCELLANEOUS REVENUE	10,000.00	354.40	4,467.80	(5,532.20)	44.68%
NOTE/BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00%
PENALTY	25,000.00	2,675.05	12,718.46	(12,281.54)	50.87%
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00	0.00%
R-9 RANCH REVENUE	325,000.00	0.00	0.00	(325,000.00)	0.00%
SEWER SERVICE CHARGES	2,056,002.00	169,568.64	905,599.40	(1,150,402.60)	44.05%
STORMWATER FEE	0.00	0.00	0.00	0.00	0.00%
TAPS-TURN ONS	35,000.00	8,034.00	27,453.00	(7,547.00)	78.44%
TRANSFER FROM SOLID WASTE FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00	0.00%
TRANSFER FROM WATER SLS TAX	435,109.00	0.00	0.00	(435,109.00)	0.00%
TRANSFERS-ALL ACCOUNTS	0.00	0.00	0.00	0.00	0.00%
WATER SALES	2,749,118.00	232,364.53	1,074,486.68	(1,674,631.32)	39.08%
WATER SALES-CONSERVATION RATE	365,000.00	45,548.79	101,078.51	(263,921.49)	27.69%
WATER VIOLATION	0.00	100.00	300.00	300.00	0.00%
Total Revenues	<u>\$9,030,146.00</u>	<u>\$706,069.90</u>	<u>\$3,370,540.87</u>	<u>(\$5,659,605.13)</u>	<u>37.33%</u>
Solid Waste					
<u>SOLID WASTE FUND REVENUES</u>					
INTEREST ON INVESTMENTS	2,000.00	35.05	426.57	(1,573.43)	21.33%
MISCELLANEOUS REVENUE	40,000.00	1,367.90	11,081.75	(28,918.25)	27.70%
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00	0.00%
REFUSE COLLECTION	1,225,000.00	105,662.02	528,134.13	(696,865.87)	43.11%
YARD WASTE TAGS	1,900.00	194.25	409.50	(1,490.50)	21.55%
Total Revenues	<u>\$1,268,900.00</u>	<u>\$107,259.22</u>	<u>\$540,051.95</u>	<u>(\$728,848.05)</u>	<u>42.56%</u>
Fire Insurance Trust					
<u>FIRE INS TRUST REVENUES</u>					
MISCELLANEOUS REVENUE	0.00	0.00	18,600.00	18,600.00	0.00%
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,600.00</u>	<u>\$18,600.00</u>	<u>0.00%</u>
 Grand Totals	 <u>\$31,581,916.08</u>	 <u>\$1,916,079.00</u>	 <u>\$13,489,808.45</u>	 <u>(\$18,092,107.63)</u>	 <u>42.71%</u>

City of Hays Expenditures

Month of May

	<u>Budgeted</u> <u>2014</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>To Date</u>	<u>Balance</u>	<u>% Spent</u> <u>YTD</u>
General					
<u>BALLFIELD MAINTENANCE</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CHEMICALS	8,000.00	0.00	4,978.69	3,021.31	62.23%
COMMUNICATION	600.00	0.00	76.11	523.89	12.69%
ELECTRICITY	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	1,500.00	0.00	503.29	996.71	33.55%
GENERAL SUPPLIES & MATERIALS	11,500.00	300.51	4,233.84	7,266.16	36.82%
NATURAL GAS	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	19,200.00	2,077.47	15,204.47	3,995.53	79.19%
OTHER CONTRACTUAL SERVICES	6,000.00	760.26	948.04	5,051.96	15.80%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	500.00	0.00	0.00	500.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	9,600.00	84.51	2,132.02	7,467.98	22.21%
TRAVEL & TRAINING	200.00	0.00	0.00	200.00	0.00%
UNIFORMS	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$57,100.00</u>	<u>\$3,222.75</u>	<u>\$28,076.46</u>	<u>\$29,023.54</u>	<u>49.17%</u>
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CHEMICALS	20,000.00	0.00	5,614.00	14,386.00	28.07%
COMMUNICATION	700.00	0.83	68.42	631.58	9.77%
CONTINGENCY	0.00	0.00	0.00	0.00	0.00%
ELECTRICITY	55,000.00	5,235.66	22,488.21	32,511.79	40.89%
EQUIPMENT EXPENSE	4,000.00	0.00	382.22	3,617.78	9.56%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	56.10	(56.10)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	56.10	(56.10)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	8,000.00	0.00	0.00	8,000.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	98.73	297.76	(297.76)	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00%
GENERAL SUPPLIES & MATERIALS	31,600.00	1,582.84	3,563.16	28,036.84	11.28%
NATURAL GAS	3,000.00	36.70	351.12	2,648.88	11.70%
NEW EQUIPMENT	17,300.00	7,522.53	8,305.53	8,994.47	48.01%
OFFICE SUPPLIES	300.00	11.68	11.68	288.32	3.89%
OTHER CONTRACTUAL SERVICES	13,700.00	188.00	582.93	13,117.07	4.25%
OVERTIME	2,000.00	103.55	235.35	1,764.65	11.77%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	1,000.00	0.00	0.00	1,000.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	8,000.00	3,427.21	6,469.09	1,530.91	80.86%
SALARIES	26,610.00	3,012.39	11,045.43	15,564.57	41.51%
SEASONAL/PART TIME	28,900.00	1,564.00	1,691.50	27,208.50	5.85%
TRANSFER TO NEW EQUIP. RESERVE	19,525.00	0.00	0.00	19,525.00	0.00%
TRAVEL & TRAINING	400.00	0.00	0.00	400.00	0.00%
UNIFORMS	800.00	55.96	166.29	633.71	20.79%
Total Expenditures	<u>\$240,835.00</u>	<u>\$22,840.08</u>	<u>\$61,384.89</u>	<u>\$179,450.11</u>	<u>25.49%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>BUILDINGS & GROUNDS</u>					
COMMUNICATION	0.00	0.00	0.00	0.00	0.00%
ELECTRICITY	420,000.00	56,621.11	154,683.30	265,316.70	36.83%
GENERAL SUPPLIES & MATERIALS	8,000.00	145.40	297.29	7,702.71	3.72%
NATURAL GAS	40,000.00	1,727.27	19,122.02	20,877.98	47.81%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	26,060.00	2,808.15	11,074.81	14,985.19	42.50%
PROJECTS	5,600.00	0.00	0.00	5,600.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	14,000.00	0.00	1,281.95	12,718.05	9.16%
Total Expenditures	<u>\$513,660.00</u>	<u>\$61,301.93</u>	<u>\$186,459.37</u>	<u>\$327,200.63</u>	<u>36.30%</u>
<u>CEMETERIES</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CHEMICALS	3,000.00	0.00	2,130.98	869.02	71.03%
COMMUNICATION	200.00	13.33	50.84	149.16	25.42%
ELECTRICITY	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	1,700.00	0.00	182.33	1,517.67	10.73%
GENERAL SUPPLIES & MATERIALS	7,500.00	268.68	339.26	7,160.74	4.52%
NEW EQUIPMENT	600.00	0.00	529.00	71.00	88.17%
OTHER CONTRACTUAL SERVICES	1,200.00	0.00	0.00	1,200.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	200.00	0.00	0.00	200.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	5,500.00	0.00	5.28	5,494.72	0.10%
TRAVEL & TRAINING	300.00	0.00	0.00	300.00	0.00%
UNIFORMS	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$20,200.00</u>	<u>\$282.01</u>	<u>\$3,237.69</u>	<u>\$16,962.31</u>	<u>16.03%</u>
<u>CITY ATTORNEY</u>					
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	1,000.00	0.00	35.00	965.00	3.50%
PROFESSIONAL SERVICES	100,000.00	6,643.75	38,056.25	61,943.75	38.06%
Total Expenditures	<u>\$101,000.00</u>	<u>\$6,643.75</u>	<u>\$38,091.25</u>	<u>\$62,908.75</u>	<u>37.71%</u>
<u>CITY COMMISSION</u>					
COMMUNICATION	0.00	0.00	0.00	0.00	0.00%
FINANCIAL POLICY PROJ-CAPITAL	1,771,177.00	0.00	0.00	1,771,177.00	0.00%
FINANCIAL POLICY PROJ-CAPITAL	0.00	0.00	0.00	0.00	0.00%
GENERAL SUPPLIES & MATERIALS	1,500.00	20.00	143.72	1,356.28	9.58%
LEGAL PUBLICATIONS & PRINTING	500.00	0.00	0.00	500.00	0.00%
OTHER CONTRACTUAL SERVICES	500.00	6.38	56.38	443.62	11.28%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	150,000.00	11,897.28	11,897.28	138,102.72	7.93%
SALARIES	9,000.00	750.00	3,750.00	5,250.00	41.67%
TRAVEL & TRAINING	15,000.00	263.33	8,501.83	6,498.17	56.68%
Total Expenditures	<u>\$1,947,677.00</u>	<u>\$12,936.99</u>	<u>\$24,349.21</u>	<u>\$1,923,327.79</u>	<u>1.25%</u>
<u>CITY MANAGER</u>					
COMMUNICATION	3,500.00	207.22	948.11	2,551.89	27.09%
CONTINGENCY	100,000.00	720.84	5,149.45	94,850.55	5.15%
EXPENSE ALLOWANCE-CAR	0.00	0.00	0.00	0.00	0.00%
GENERAL SUPPLIES & MATERIALS	2,000.00	576.17	812.71	1,187.29	40.64%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
ORGANIZATION DEVELOPMENT	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	35,000.00	3,783.71	18,765.14	16,234.86	53.61%
OVERTIME	3,500.00	349.76	1,329.10	2,170.90	37.97%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SALARIES	302,987.00	35,553.02	128,041.84	174,945.16	42.26%
TRAVEL & TRAINING	25,000.00	377.88	7,882.07	17,117.93	31.53%
Total Expenditures	<u>\$471,987.00</u>	<u>\$41,568.60</u>	<u>\$162,928.42</u>	<u>\$309,058.58</u>	<u>34.52%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>DISPATCH</u>					
COMMUNICATION	5,400.00	137.93	887.72	4,512.28	16.44%
CONTINGENCY	5,000.00	0.00	0.00	5,000.00	0.00%
LEGAL PUBLICATIONS & PRINTING	2,500.00	0.00	0.00	2,500.00	0.00%
OFFICE SUPPLIES	900.00	0.00	126.06	773.94	14.01%
OTHER CONTRACTUAL SERVICES	3,830.00	122.76	658.63	3,171.37	17.20%
OVERTIME	47,165.00	3,879.02	20,294.97	26,870.03	43.03%
SALARIES	484,020.00	45,931.60	171,554.57	312,465.43	35.44%
TRAVEL & TRAINING	9,000.00	282.86	1,968.86	7,031.14	21.88%
UNIFORMS	1,000.00	0.00	0.00	1,000.00	0.00%
Total Expenditures	<u>\$558,815.00</u>	<u>\$50,354.17</u>	<u>\$195,490.81</u>	<u>\$363,324.19</u>	<u>34.98%</u>
<u>ECONOMIC DEVELOPMENT</u>					
DOWNTOWN DEVELOPMENT CORP.	0.00	0.00	0.00	0.00	0.00%
JOB BOUNTY	15,000.00	0.00	0.00	15,000.00	0.00%
OTHER CONTRACTUAL SERVICES	241,205.00	551.82	142,856.82	98,348.18	59.23%
Total Expenditures	<u>\$256,205.00</u>	<u>\$551.82</u>	<u>\$142,856.82</u>	<u>\$113,348.18</u>	<u>55.76%</u>
<u>FINANCE/CITY CLERK</u>					
COMMUNICATION	1,320.00	24.58	294.91	1,025.09	22.34%
CONTINGENCY	5,000.00	0.00	0.00	5,000.00	0.00%
GENERAL SUPPLIES & MATERIALS	600.00	0.00	137.97	462.03	23.00%
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	12,000.00	2,627.25	4,771.57	7,228.43	39.76%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	7,800.00	2,440.53	3,813.94	3,986.06	48.90%
OVERTIME	500.00	0.00	180.23	319.77	36.05%
PROFESSIONAL SERVICES	40,000.00	0.00	11,880.00	28,120.00	29.70%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SALARIES	292,987.00	32,106.41	119,185.74	173,801.26	40.68%
TRAVEL & TRAINING	7,600.00	647.54	1,109.40	6,490.60	14.60%
Total Expenditures	<u>\$367,807.00</u>	<u>\$37,846.31</u>	<u>\$141,373.76</u>	<u>\$226,433.24</u>	<u>38.44%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>FIRE DEPARTMENT</u>					
COMMUNICATION	5,700.00	186.55	1,696.65	4,003.35	29.77%
CONTINGENCY	5,000.00	0.00	0.00	5,000.00	0.00%
EQUIPMENT EXPENSE	52,000.00	1,225.30	3,649.38	48,350.62	7.02%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	589.38	1,453.40	(1,453.40)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	412.73	1,410.34	(1,410.34)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	42.00	(42.00)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	158.25	(158.25)	0.00%
EQUIPMENT EXPENSE	0.00	6,123.83	6,123.83	(6,123.83)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	0.00	929.49	(929.49)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	0.00	22.37	22.37	(22.37)	0.00%
EQUIPMENT EXPENSE	0.00	0.00	2,035.62	(2,035.62)	0.00%
EQUIPMENT EXPENSE	0.00	493.08	1,009.30	(1,009.30)	0.00%
EQUIPMENT EXPENSE	0.00	3.00	3.00	(3.00)	0.00%
GENERAL SUPPLIES & MATERIALS	41,300.00	887.86	8,968.19	32,331.81	21.71%
GRANT FUNDING	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	800.00	0.00	151.22	648.78	18.90%
NEW EQUIPMENT	0.00	122.39	122.39	(122.39)	0.00%
OTHER CONTRACTUAL SERVICES	4,350.00	452.12	1,643.37	2,706.63	37.78%
OVERTIME	121,000.00	7,585.39	44,087.48	76,912.52	36.44%
PAID PER CALL	20,000.00	2,842.47	10,387.10	9,612.90	51.94%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	42,000.00	6,185.52	18,437.34	23,562.66	43.90%
SALARIES	1,057,443.00	116,398.04	429,440.84	628,002.16	40.61%
TRAINING CERTIFICATION	15,000.00	0.00	0.00	15,000.00	0.00%
TRAVEL & TRAINING	35,400.00	10,497.68	19,312.91	16,087.09	54.56%
UNIFORMS	9,000.00	98.99	3,365.87	5,634.13	37.40%
Total Expenditures	<u>\$1,408,993.00</u>	<u>\$154,126.70</u>	<u>\$554,450.34</u>	<u>\$854,542.66</u>	<u>39.35%</u>
<u>FLEET MAINTENANCE</u>					
Total Expenditures	<u>\$830,101.00</u>	<u>\$69,213.03</u>	<u>\$276,849.01</u>	<u>\$553,251.99</u>	<u>33.35%</u>
<u>GOLF COURSE</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CHEMICALS	86,800.00	1,789.00	62,991.71	23,808.29	72.57%
COMMUNICATION	2,800.00	57.66	552.25	2,247.75	19.72%
ELECTRICITY	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	2,000.00	299.02	771.62	1,228.38	38.58%
GENERAL SUPPLIES & MATERIALS	29,800.00	7,123.49	14,918.34	14,881.66	50.06%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NATURAL GAS	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	5,200.00	0.00	606.95	4,593.05	11.67%
OFFICE SUPPLIES	400.00	0.00	104.78	295.22	26.20%
OTHER CONTRACTUAL SERVICES	33,800.00	1,915.00	9,988.40	23,811.60	29.55%
OVERTIME	7,000.00	3,536.68	3,704.68	3,295.32	52.92%
PRO SHOP CR CARD ACTIVITY	0.00	(4,276.88)	(1,351.26)	1,351.26	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	1,500.00	0.00	270.00	1,230.00	18.00%
REPAIRS TO BLDGS & STRUCTURES	12,000.00	0.00	8,727.10	3,272.90	72.73%
SALARIES	123,597.00	14,603.41	42,326.99	81,270.01	34.25%
SEASONAL/PART TIME	43,400.00	9,291.75	12,744.50	30,655.50	29.37%
TRAVEL & TRAINING	1,600.00	120.00	231.77	1,368.23	14.49%
UNIFORMS	1,000.00	135.00	515.00	485.00	51.50%
Total Expenditures	<u>\$350,897.00</u>	<u>\$34,594.13</u>	<u>\$157,102.83</u>	<u>\$193,794.17</u>	<u>44.77%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>HUMAN RESOURCES</u>					
COMMUNICATION	1,200.00	0.00	320.26	879.74	26.69%
LEGAL PUBLICATIONS & PRINTING	11,000.00	895.46	3,715.02	7,284.98	33.77%
ORGANIZATION DEVELOPMENT	27,500.00	1,493.53	10,287.03	17,212.97	37.41%
OTHER CONTRACTUAL SERVICES	2,500.00	108.32	636.64	1,863.36	25.47%
OVERTIME	250.00	0.00	308.93	(58.93)	123.57%
PROFESSIONAL SERVICES	44,000.00	1,505.25	5,356.10	38,643.90	12.17%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SALARIES	101,252.00	11,713.84	42,747.80	58,504.20	42.22%
TRAVEL & TRAINING	5,000.00	0.00	0.00	5,000.00	0.00%
Total Expenditures	<u>\$192,702.00</u>	<u>\$15,716.40</u>	<u>\$63,371.78</u>	<u>\$129,330.22</u>	<u>32.89%</u>
<u>INFORMATION TECHNOLOGY</u>					
COMMUNICATION	3,400.00	145.52	1,017.72	2,382.28	29.93%
EQUIPMENT EXPENSE	9,250.00	67.98	1,002.73	8,247.27	10.84%
GENERAL SUPPLIES & MATERIALS	3,500.00	184.19	696.94	2,803.06	19.91%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	28,660.00	0.00	1,141.18	27,518.82	3.98%
OFFICE SUPPLIES	15,450.00	753.75	3,039.16	12,410.84	19.67%
OTHER CONTRACTUAL SERVICES	179,910.00	4,825.97	92,593.74	87,316.26	51.47%
OVERTIME	1,200.00	204.98	341.63	858.37	28.47%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SALARIES	277,999.00	30,462.68	111,696.55	166,302.45	40.18%
TRAVEL & TRAINING	15,750.00	1,188.00	2,714.20	13,035.80	17.23%
Total Expenditures	<u>\$535,119.00</u>	<u>\$37,833.07</u>	<u>\$214,243.85</u>	<u>\$320,875.15</u>	<u>40.04%</u>
<u>INTERGOVERNMENTAL ACCOUNT</u>					
COMMUNICATION	57,000.00	3,249.66	22,869.04	34,130.96	40.12%
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00%
INSURANCE & SURETY BONDS	270,000.00	(6,883.00)	8,720.20	261,279.80	3.23%
OFFICE SUPPLIES	24,500.00	610.07	8,671.53	15,828.47	35.39%
OTHER CONTRACTUAL SERVICES	13,000.00	947.45	4,968.01	8,031.99	38.22%
Total Expenditures	<u>\$364,500.00</u>	<u>(\$2,075.82)</u>	<u>\$45,228.78</u>	<u>\$319,271.22</u>	<u>12.41%</u>
<u>MUNICIPAL COURT</u>					
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OFFICE SUPPLIES	1,200.00	0.00	280.06	919.94	23.34%
OTHER CONTRACTUAL SERVICES	5,600.00	461.51	1,645.17	3,954.83	29.38%
OVERTIME	3,000.00	78.45	361.82	2,638.18	12.06%
PROFESSIONAL SERVICES	35,000.00	2,192.00	10,024.00	24,976.00	28.64%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SAFE RIDE	0.00	0.00	0.00	0.00	0.00%
SALARIES	111,091.00	12,052.90	45,168.81	65,922.19	40.66%
TRAVEL & TRAINING	1,000.00	0.00	10.92	989.08	1.09%
Total Expenditures	<u>\$156,891.00</u>	<u>\$14,784.86</u>	<u>\$57,490.78</u>	<u>\$99,400.22</u>	<u>36.64%</u>
<u>P.W.-GENERAL ADMINISTRATION</u>					
COMMUNICATION	2,750.00	150.36	1,033.96	1,716.04	37.60%
CONTINGENCY	5,000.00	0.00	0.00	5,000.00	0.00%
GENERAL SUPPLIES & MATERIALS	4,000.00	961.46	1,982.52	2,017.48	49.56%
OFFICE SUPPLIES	5,000.00	916.44	1,716.00	3,284.00	34.32%
OTHER CONTRACTUAL SERVICES	2,200.00	0.00	540.00	1,660.00	24.55%
OVERTIME	500.00	0.00	0.00	500.00	0.00%
PROFESSIONAL SERVICES	20,000.00	0.00	0.00	20,000.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SALARIES	234,415.00	25,372.55	94,751.19	139,663.81	40.42%
TRAVEL & TRAINING	8,000.00	1,188.00	1,709.60	6,290.40	21.37%
Total Expenditures	<u>\$281,865.00</u>	<u>\$28,588.81</u>	<u>\$101,733.27</u>	<u>\$180,131.73</u>	<u>36.09%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>PARKS & PLAYGROUNDS</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CHEMICALS	18,000.00	803.40	12,479.47	5,520.53	69.33%
COMMUNICATION	2,500.00	52.15	619.13	1,880.87	24.77%
CONTINGENCY	5,000.00	28.00	371.07	4,628.93	7.42%
ELECTRICITY	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	8,000.00	13.95	3,309.08	4,690.92	41.36%
GENERAL SUPPLIES & MATERIALS	45,000.00	9,252.49	22,514.07	22,485.93	50.03%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NATURAL GAS	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	2,000.00	0.00	1,862.59	137.41	93.13%
OFFICE SUPPLIES	800.00	0.00	143.56	656.44	17.95%
OTHER CONTRACTUAL SERVICES	24,000.00	298.16	9,145.15	14,854.85	38.10%
OVERTIME	10,000.00	1,742.28	5,229.74	4,770.26	52.30%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	800.00	0.00	94.70	705.30	11.84%
REPAIRS TO BLDGS & STRUCTURES	19,900.00	307.74	10,755.91	9,144.09	54.05%
SALARIES	618,250.00	67,521.06	247,577.06	370,672.94	40.04%
SEASONAL/PART TIME	97,920.00	12,667.50	16,104.00	81,816.00	16.45%
TRAVEL & TRAINING	3,500.00	20.00	429.78	3,070.22	12.28%
UNIFORMS	5,100.00	396.51	2,201.88	2,898.12	43.17%
Total Expenditures	<u>\$860,770.00</u>	<u>\$93,103.24</u>	<u>\$332,837.19</u>	<u>\$527,932.81</u>	<u>38.67%</u>
<u>PLANNING INSPECTION ENFORCEMEN</u>					
COMMUNICATION	6,700.00	26.48	1,442.67	5,257.33	21.53%
EQUIPMENT EXPENSE	3,750.00	0.00	3,374.95	375.05	90.00%
GENERAL SUPPLIES & MATERIALS	1,500.00	104.35	615.02	884.98	41.00%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	7,000.00	616.15	1,355.90	5,644.10	19.37%
OVERTIME	10,000.00	448.50	1,670.35	8,329.65	16.70%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
SALARIES	273,563.00	30,016.14	109,885.90	163,677.10	40.17%
SEASONAL/PART TIME	11,590.00	1,818.32	6,299.61	5,290.39	54.35%
TRAVEL & TRAINING	25,000.00	2,379.01	10,149.45	14,850.55	40.60%
UNIFORMS	1,200.00	0.00	30.00	1,170.00	2.50%
Total Expenditures	<u>\$340,303.00</u>	<u>\$35,408.95</u>	<u>\$134,823.85</u>	<u>\$205,479.15</u>	<u>39.62%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>PUBLIC WORKS-SERVICE DIVISION</u>					
COMMUNICATION	1,600.00	24.58	584.11	1,015.89	36.51%
ELECTRICITY	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	40,000.00	170.05	2,322.07	37,677.93	5.81%
GENERAL SUPPLIES & MATERIALS	181,000.00	10,396.88	33,611.41	147,388.59	18.57%
GRANT FUNDING	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NATURAL GAS	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	48,200.00	0.00	0.00	48,200.00	0.00%
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	16,000.00	622.76	9,372.21	6,627.79	58.58%
OVERTIME	15,900.00	142.23	6,709.07	9,190.93	42.20%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	2,500.00	541.69	541.69	1,958.31	21.67%
REPAIRS TO BLDGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
SALARIES	588,301.00	63,126.37	220,298.13	368,002.87	37.45%
SEASONAL/PART TIME	0.00	0.00	0.00	0.00	0.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
TRAVEL & TRAINING	7,300.00	57.40	372.40	6,927.60	5.10%
UNIFORMS	6,200.00	651.07	2,061.11	4,138.89	33.24%
Total Expenditures	<u>\$907,001.00</u>	<u>\$75,733.03</u>	<u>\$275,872.20</u>	<u>\$631,128.80</u>	<u>30.42%</u>
<u>QUALITY OF LIFE</u>					
OTHER CONTRACTUAL SERVICES	35,303.00	0.00	35,303.00	0.00	100.00%
Total Expenditures	<u>\$35,303.00</u>	<u>\$0.00</u>	<u>\$35,303.00</u>	<u>\$0.00</u>	<u>100.00%</u>
<u>SOCIAL SERVICES</u>					
OTHER CONTRACTUAL SERVICES	164,000.00	0.00	82,000.00	82,000.00	50.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$164,000.00</u>	<u>\$0.00</u>	<u>\$82,000.00</u>	<u>\$82,000.00</u>	<u>50.00%</u>
<u>SWIMMING POOL</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CHEMICALS	39,500.00	7,623.00	8,529.50	30,970.50	21.59%
ELECTRICITY	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT EXPENSE	10,000.00	76.45	6,553.66	3,446.34	65.54%
GENERAL SUPPLIES & MATERIALS	10,700.00	659.41	2,999.41	7,700.59	28.03%
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NATURAL GAS	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	14,800.00	2,468.93	3,009.84	11,790.16	20.34%
OTHER CONTRACTUAL SERVICES	31,700.00	36.39	1,121.39	30,578.61	3.54%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
RENTALS	0.00	0.00	0.00	0.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	8,000.00	639.90	1,566.03	6,433.97	19.58%
TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$114,700.00</u>	<u>\$11,504.08</u>	<u>\$23,779.83</u>	<u>\$90,920.17</u>	<u>20.73%</u>
Library					
<u>LIBRARY FUND EXPENDITURES</u>					
NEIGHBORHOOD REVIT REBATE	3,730.00	0.00	1,683.15	2,046.85	45.12%
OTHER CONTRACTUAL SERVICES	1,241,326.00	0.00	681,162.81	560,163.19	54.87%
TAX INCREMENT FINANCING DIST	17,000.00	0.00	7,683.88	9,316.12	45.20%
Total Expenditures	<u>\$1,262,056.00</u>	<u>\$0.00</u>	<u>\$690,529.84</u>	<u>\$571,526.16</u>	<u>54.71%</u>
Airport					

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>AIRPORT FUND EXPENDITURES</u>					
COMMUNICATION	3,000.00	105.45	645.67	2,354.33	21.52%
CONTINGENCY	38,996.00	0.00	0.00	38,996.00	0.00%
ELECTRICITY	35,000.00	4,382.09	13,406.84	21,593.16	38.31%
GENERAL SUPPLIES & MATERIALS	28,400.00	2,642.81	18,160.08	10,239.92	63.94%
GRANT FUNDING	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	500.00	0.00	0.00	500.00	0.00%
NATURAL GAS	8,000.00	745.33	5,154.73	2,845.27	64.43%
NEIGHBORHOOD REVIT REBATE	664.00	0.00	301.13	362.87	45.35%
NEW EQUIPMENT	10,700.00	0.00	10,700.00	0.00	100.00%
OTHER CONTRACTUAL SERVICES	25,000.00	3,380.79	9,878.34	15,121.66	39.51%
OVERTIME	2,000.00	133.16	332.90	1,667.10	16.65%
PROFESSIONAL SERVICES	1,000.00	0.00	0.00	1,000.00	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
PROMOTIONS	15,000.00	(508.11)	(303.43)	15,303.43	-2.02%
REPAIRS TO BLDGS & STRUCTURES	24,000.00	4,478.96	6,742.65	17,257.35	28.09%
SALARIES	79,638.00	11,812.50	37,356.71	42,281.29	46.91%
SEASONAL/PART TIME	5,000.00	0.00	0.00	5,000.00	0.00%
TAX INCREMENT FINANCING DIST	3,000.00	0.00	1,374.78	1,625.22	45.83%
TRANSFER TO AIRPORT IMPROVEMEN	60,843.00	0.00	0.00	60,843.00	0.00%
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO NEW EQUIP. RESERVE	7,013.00	0.00	0.00	7,013.00	0.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
TRAVEL & TRAINING	3,000.00	0.00	302.54	2,697.46	10.08%
UNIFORMS	750.00	61.75	322.25	427.75	42.97%
Total Expenditures	<u>\$351,504.00</u>	<u>\$27,234.73</u>	<u>\$104,375.19</u>	<u>\$247,128.81</u>	<u>29.69%</u>
Employee Benefit					
<u>EMPLOYEE BENEFIT EXPENDITURES</u>					
CONTINGENCY	300,000.00	0.00	0.00	300,000.00	0.00%
EMPLOYEE RETIREMENT	1,138,617.00	120,063.46	448,640.24	689,976.76	39.40%
HEALTH INSURANCE	1,719,500.00	122,404.16	758,987.93	960,512.07	44.14%
NEIGHBORHOOD REVIT REBATE	7,590.00	0.00	3,454.10	4,135.90	45.51%
OTHER CONTRACTUAL SERVICES	75,139.00	3,369.05	18,315.83	56,823.17	24.38%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
SOCIAL SECURITY	676,213.00	70,937.31	259,672.09	416,540.91	38.40%
TAX INCREMENT FINANCING DIST	33,625.00	0.00	15,768.68	17,856.32	46.90%
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00%
UNEMPLOYMENT COMPENSATION	25,634.00	0.00	9,530.86	16,103.14	37.18%
WORKERS COMPENSATION	180,350.00	0.00	176,639.00	3,711.00	97.94%
Total Expenditures	<u>\$4,156,668.00</u>	<u>\$316,773.98</u>	<u>\$1,691,008.73</u>	<u>\$2,465,659.27</u>	<u>40.68%</u>
Special Highway					

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>SPECIAL HIGHWAY EXPENDITURES</u>					
2001 SIDEWALK RAMPS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	548,352.00	84,487.95	129,042.21	419,309.79	23.53%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	3,926.54	17,302.02	(17,302.02)	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	42,400.00	42,400.00	(42,400.00)	0.00%
BUDGETED CAPITAL PROJECTS	0.00	950.35	2,594.60	(2,594.60)	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00%
CONTINGENCY	50,000.00	0.00	0.00	50,000.00	0.00%
CORR MGT - GENERAL HAYS RD.	0.00	0.00	0.00	0.00	0.00%
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO WATER/SEWER FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
VINE ST.-MILL & OVERLAY--13/27	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$598,352.00</u>	<u>\$131,764.84</u>	<u>\$191,338.83</u>	<u>\$407,013.17</u>	<u>31.98%</u>
Special Park & Rec					
<u>SPECIAL PRK & REC EXPENDITURES</u>					
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00%
CONTINGENCY	0.00	0.00	0.00	0.00	0.00%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	235,786.00	1,701.96	4,091.91	231,694.09	1.74%
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$235,786.00</u>	<u>\$1,701.96</u>	<u>\$4,091.91</u>	<u>\$231,694.09</u>	<u>1.74%</u>
Special Alcohol Fund					
<u>SPECIAL ALCOHOL FUND EXPENDITURES</u>					
CONTINGENCY	175,371.00	0.00	0.00	175,371.00	0.00%
OTHER CONTRACTUAL SERVICES	60,000.00	0.00	30,000.00	30,000.00	50.00%
TRANSFER TO EMPLOYEE BENEFIT	26,074.00	0.00	0.00	26,074.00	0.00%
TRANSFER TO GENERAL FUND	54,336.00	0.00	0.00	54,336.00	0.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$315,781.00</u>	<u>\$0.00</u>	<u>\$30,000.00</u>	<u>\$285,781.00</u>	<u>9.50%</u>
Convention & Visitors Bureau					

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>CVB EXPENDITURES</u>					
COMMUNICATION	6,000.00	327.93	1,507.18	4,492.82	25.12%
CONTINGENCY	295,882.00	225.00	225.00	295,657.00	0.08%
ELECTRICITY	9,000.00	1,263.70	3,415.81	5,584.19	37.95%
GENERAL SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00%
GRANT FUNDING	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	90,000.00	8,577.70	30,634.12	59,365.88	34.04%
NATURAL GAS	1,500.00	267.79	802.57	697.43	53.50%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OFFICE SUPPLIES	5,000.00	139.24	550.10	4,449.90	11.00%
OTHER CONTRACTUAL SERVICES	80,000.00	4,850.41	33,341.04	46,658.96	41.68%
OVERTIME	1,500.00	0.00	486.59	1,013.41	32.44%
PROJECTS	74,000.00	0.00	0.00	74,000.00	0.00%
PROMOTIONS	60,000.00	687.15	15,197.43	44,802.57	25.33%
RENTALS	408,000.00	0.00	50,291.01	357,708.99	12.33%
REPAIRS TO BLDGS & STRUCTURES	6,000.00	50.00	587.97	5,412.03	9.80%
SALARIES	223,939.00	22,922.59	87,354.64	136,584.36	39.01%
SEASONAL/PART TIME	10,050.00	1,325.76	1,380.15	8,669.85	13.73%
TRANSFER TO EMPLOYEE BENEFIT	80,430.00	0.00	0.00	80,430.00	0.00%
TRANSFER TO GENERAL FUND	63,325.00	0.00	0.00	63,325.00	0.00%
TRANSFER TO NEW EQUIP. RESERVE	2,760.00	0.00	0.00	2,760.00	0.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
TRAVEL & TRAINING	7,000.00	361.43	1,401.97	5,598.03	20.03%
Total Expenditures	<u>\$1,424,386.00</u>	<u>\$40,998.70</u>	<u>\$227,175.58</u>	<u>\$1,197,210.42</u>	<u>15.95%</u>
Library Employee Benefit					
<u>LIBRARY EMP. BENEFIT EXPENDITURES</u>					
NEIGHBORHOOD REVIT REBATE	568.00	0.00	256.34	311.66	45.13%
OTHER CONTRACTUAL SERVICES	186,833.00	0.00	111,813.23	75,019.77	59.85%
TAX INCREMENT FINANCING DIST	2,500.00	0.00	1,170.26	1,329.74	46.81%
Total Expenditures	<u>\$189,901.00</u>	<u>\$0.00</u>	<u>\$113,239.83</u>	<u>\$76,661.17</u>	<u>59.63%</u>
Risk Management					
<u>RISK MGT. FUND EXPENDITURES</u>					
CONTINGENCY	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Golf Course Improvement					
<u>GOLF COURSE IMPR. EXPENDITURES</u>					
GENERAL SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	0.00	0.00	534.20	(534.20)	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$534.20</u>	<u>(\$534.20)</u>	<u>0.00%</u>
Park Development					
<u>PARK DEVELOPMENT EXPENDITURES</u>					
CONTINGENCY	5,027.00	0.00	0.00	5,027.00	0.00%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$5,027.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$5,027.00</u>	<u>0.00%</u>
Sports Complex					
<u>SPORTS COMPLEX-EXPENDITURES</u>					
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	<u>Balance</u>	<u>% Spent</u> YTD
<u>STORMWATER MANAGEMENT EXPENDITURE</u>					
COMMUNICATION	750.00	12.29	173.38	576.62	23.12%
CONTINGENCY	50,000.00	3,670.00	5,860.00	44,140.00	11.72%
GENERAL SUPPLIES & MATERIALS	7,400.00	0.00	43.40	7,356.60	0.59%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	10,000.00	0.00	0.00	10,000.00	0.00%
PROFESSIONAL SERVICES	20,000.00	0.00	0.00	20,000.00	0.00%
PROJECTS	576,544.00	0.00	0.00	576,544.00	0.00%
SALARIES	31,375.00	0.00	5,919.89	25,455.11	18.87%
TRANSFER TO EMPLOYEE BENEFIT	11,851.00	0.00	0.00	11,851.00	0.00%
TRANSFER TO GENERAL FUND	64,260.00	0.00	0.00	64,260.00	0.00%
TRANSFER TO NEW EQUIP. RESERVE	1,790.00	0.00	0.00	1,790.00	0.00%
TRAVEL & TRAINING	8,000.00	0.00	788.37	7,211.63	9.85%
UNIFORMS	200.00	0.00	0.00	200.00	0.00%
Total Expenditures	<u>\$782,170.00</u>	<u>\$3,682.29</u>	<u>\$12,785.04</u>	<u>\$769,384.96</u>	<u>1.63%</u>
<u>PARKS IMPROVEMENT FUND-EXPENDITURE</u>					
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	0.00	2,488.89	3,614.84	(3,614.84)	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$2,488.89</u>	<u>\$3,614.84</u>	<u>(\$3,614.84)</u>	<u>0.00%</u>
<u>ELLIS CO. SALES TAX-EXPENDITURE</u>					
OTHER CONTRACTUAL SERVICES	0.00	148,621.47	737,323.56	(737,323.56)	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$148,621.47</u>	<u>\$737,323.56</u>	<u>(\$737,323.56)</u>	<u>0.00%</u>
Bond & Interest					
<u>BOND & INTEREST EXPENDITURES</u>					
BOND PRINCIPAL	970,003.00	0.00	0.00	970,003.00	0.00%
CASH BASIS RESERVE	60,000.00	0.00	0.00	60,000.00	0.00%
ECONOMIC DEVELOPMENT BONDS	0.00	0.00	0.00	0.00	0.00%
INTEREST COUPONS	403,540.00	0.00	213,504.16	190,035.84	52.91%
INTEREST ON TEMPORARY NOTE	0.00	0.00	0.00	0.00	0.00%
INTEREST ON TIF	0.00	0.00	0.00	0.00	0.00%
LEVY STABILIZATION	75,000.00	0.00	0.00	75,000.00	0.00%
NEIGHBORHOOD REVIT REBATE	2,720.00	0.00	1,227.42	1,492.58	45.13%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
TAX INCREMENT FINANCING DIST	13,000.00	0.00	5,603.42	7,396.58	43.10%
TRANSFER TO RESERVE FOR TIF	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$1,524,263.00</u>	<u>\$0.00</u>	<u>\$220,335.00</u>	<u>\$1,303,928.00</u>	<u>14.46%</u>
TDD Sales Tax					
<u>TDD SLS TAX EXPENDITURES</u>					
OTHER CONTRACTUAL SERVICES	0.00	14,569.77	99,608.12	(99,608.12)	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$14,569.77</u>	<u>\$99,608.12</u>	<u>(\$99,608.12)</u>	<u>0.00%</u>
Home Depot Economic Dev Bonds					
<u>H DEPOT ECON DEV BND-EXPENDITURE</u>					
BOND PRINCIPAL	115,000.00	0.00	0.00	115,000.00	0.00%
INTEREST COUPONS	96,706.00	0.00	48,352.51	48,353.49	50.00%
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$211,706.00</u>	<u>\$0.00</u>	<u>\$48,352.51</u>	<u>\$163,353.49</u>	<u>22.84%</u>
48th/Roth Ave. - CID					
<u>48TH/ROTH AVE CID-EXPENDITURE</u>					
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Water & Sewer					

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	<u>Balance</u>	<u>% Spent</u> YTD
<u>DEBT SERVICE</u>					
INT-REVENUE BND PAYMENT 2009A	140,000.00	11,349.58	56,747.90	83,252.10	40.53%
INTEREST-REVENUE BOND	0.00	0.00	0.00	0.00	0.00%
PRINCIPAL & INT. REVOLVING LOA	400,000.00	0.00	66,810.09	333,189.91	16.70%
PRINCIPAL PAYMENT-SLS TX BOND	0.00	0.00	0.00	0.00	0.00%
PWWSD #15	0.00	0.00	0.00	0.00	0.00%
REV BOND PAYMENT 2009-A	285,000.00	23,750.00	118,750.00	166,250.00	41.67%
REVENUE BOND PAYMENT	0.00	0.00	0.00	0.00	0.00%
SALES TAX BOND ISSUE-INTEREST	0.00	0.00	0.00	0.00	0.00%
UNAMORITIZED 1996 BOND IS.COST	0.00	0.00	0.00	0.00	0.00%
WATER EXPLORATION	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$825,000.00</u>	<u>\$35,099.58</u>	<u>\$242,307.99</u>	<u>\$582,692.01</u>	<u>29.37%</u>
<u>DEBT SERVICE - SALES TAX</u>					
PRINCIPAL PAYMENT-SLS TX BOND	0.00	0.00	0.00	0.00	0.00%
PWWSD #15	0.00	0.00	0.00	0.00	0.00%
SALES TAX BOND ISSUE-INTEREST	0.00	0.00	0.00	0.00	0.00%
TRANSFER-SALES TAX RESERVE	0.00	0.00	0.00	0.00	0.00%
UNAMORITIZED 1996 BOND IS.COST	0.00	0.00	0.00	0.00	0.00%
WATER EXPLORATION	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
<u>UTILITIES DEPT./WATER CONSERV.</u>					
COMMUNICATION	0.00	12.29	29.40	(29.40)	0.00%
GENERAL SUPPLIES & MATERIALS	5,000.00	2,081.85	2,081.85	2,918.15	41.64%
GRANT FUNDING	5,000.00	0.00	0.00	5,000.00	0.00%
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	163.50	1,836.50	8.18%
NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00%
OTHER CONTRACTUAL SERVICES	5,000.00	0.00	0.00	5,000.00	0.00%
OVERTIME	0.00	0.00	0.00	0.00	0.00%
PROJECTS	335,000.00	4,040.76	21,956.74	313,043.26	6.55%
SALARIES	81,109.00	5,307.69	25,027.61	56,081.39	30.86%
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00	0.00%
TRAVEL & TRAINING	2,000.00	79.00	948.18	1,051.82	47.41%
UNIFORMS	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$435,109.00</u>	<u>\$11,521.59</u>	<u>\$50,207.28</u>	<u>\$384,901.72</u>	<u>11.54%</u>
<u>W/S NON-OPERATING EXPENDITURES</u>					
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00%
CLEAN DRINKING WATER FEE	20,000.00	3,855.51	8,208.45	11,791.55	41.04%
CONTINGENCY	50,000.00	0.00	18,103.23	31,896.77	36.21%
GRANT FUNDING	0.00	0.00	0.00	0.00	0.00%
INTEREST ON METER DEPOSITS	1,000.00	20.59	121.82	878.18	12.18%
OTHER CONTRACTUAL SERVICES	0.00	1,219.93	6,292.71	(6,292.71)	0.00%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
R-9 RANCH EXPENDITURES	315,000.00	0.00	49,634.21	265,365.79	15.76%
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO CAPITAL IMPROVEMEN	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO EMPLOYEE BENEFIT	486,662.00	0.00	0.00	486,662.00	0.00%
TRANSFER TO GENERAL FUND	961,024.00	0.00	0.00	961,024.00	0.00%
TRANSFER TO NEW EQUIP. RESERVE	62,926.00	0.00	0.00	62,926.00	0.00%
TRANSFER TO STORMWATER MGT	0.00	0.00	0.00	0.00	0.00%
TRANSFER-SALES TAX RESERVE	2,755,475.00	0.00	0.00	2,755,475.00	0.00%
TRNSF TO GEN. FROM WA SLS TX	596,850.00	0.00	0.00	596,850.00	0.00%
WATER TAPS, HYDRANTS, METERS	128,000.00	16,666.74	48,621.96	79,378.04	37.99%
Total Expenditures	<u>\$5,376,937.00</u>	<u>\$21,762.77</u>	<u>\$130,982.38</u>	<u>\$5,245,954.62</u>	<u>2.44%</u>

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>WASTEWATER TREATMENT & COLL.</u>					
CHEMICALS	64,050.00	4,456.78	19,362.06	44,687.94	30.23%
COMMUNICATION	3,000.00	89.59	696.33	2,303.67	23.21%
ELECTRICITY	182,905.00	27,844.84	67,141.07	115,763.93	36.71%
EQUIPMENT EXPENSE	92,400.00	8,411.27	32,547.32	59,852.68	35.22%
GENERAL SUPPLIES & MATERIALS	24,804.00	1,691.15	11,024.33	13,779.67	44.45%
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00	0.00%
NATURAL GAS	26,966.00	2,073.36	10,741.83	16,224.17	39.83%
OFFICE SUPPLIES	600.00	0.00	67.77	532.23	11.30%
OTHER CONTRACTUAL SERVICES	186,050.00	666.80	9,487.83	176,562.17	5.10%
OVERTIME	17,000.00	1,934.75	10,334.49	6,665.51	60.79%
PROFESSIONAL SERVICES	29,035.00	1,696.80	4,369.20	24,665.80	15.05%
PROJECTS	0.00	0.00	0.00	0.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	51,500.00	0.00	32,297.46	19,202.54	62.71%
SALARIES	459,300.00	45,317.24	181,771.03	277,528.97	39.58%
SEASONAL/PART TIME	20,660.00	1,483.08	9,740.76	10,919.24	47.15%
TRAVEL & TRAINING	4,000.00	0.00	1,172.91	2,827.09	29.32%
UNIFORMS	4,500.00	431.35	1,380.94	3,119.06	30.69%
Total Expenditures	<u>\$1,166,770.00</u>	<u>\$96,097.01</u>	<u>\$392,135.33</u>	<u>\$774,634.67</u>	<u>33.61%</u>
<u>WATER PRODUCTION & DIST.</u>					
CHEMICALS	520,810.00	43,169.72	141,655.63	379,154.37	27.20%
COMMUNICATION	8,400.00	88.90	752.46	7,647.54	8.96%
ELECTRICITY	275,700.00	32,053.41	92,086.39	183,613.61	33.40%
EQUIPMENT EXPENSE	56,140.00	10,023.57	17,748.35	38,391.65	31.61%
GENERAL SUPPLIES & MATERIALS	42,000.00	6,087.73	13,029.67	28,970.33	31.02%
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00	0.00%
LEGAL PUBLICATIONS & PRINTING	3,150.00	0.00	46.87	3,103.13	1.49%
NATURAL GAS	6,100.00	1,283.92	9,379.20	(3,279.20)	153.76%
OFFICE SUPPLIES	1,100.00	79.55	172.85	927.15	15.71%
OTHER CONTRACTUAL SERVICES	91,720.00	355.75	5,699.34	86,020.66	6.21%
OVERTIME	22,000.00	1,972.63	14,163.35	7,836.65	64.38%
PROFESSIONAL SERVICES	15,540.00	1,896.00	1,896.00	13,644.00	12.20%
PROJECTS	60,000.00	0.00	60.16	59,939.84	0.10%
RENTALS	0.00	0.00	0.00	0.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	4,500.00	352.68	574.67	3,925.33	12.77%
SALARIES	574,761.00	64,738.84	234,921.09	339,839.91	40.87%
SEASONAL/PART TIME	28,276.00	1,096.50	1,729.75	26,546.25	6.12%
TRAVEL & TRAINING	4,000.00	0.00	627.24	3,372.76	15.68%
UNIFORMS	5,000.00	796.36	1,639.83	3,360.17	32.80%
Total Expenditures	<u>\$1,719,197.00</u>	<u>\$163,995.56</u>	<u>\$536,182.85</u>	<u>\$1,183,014.15</u>	<u>31.19%</u>

Solid Waste

	<u>Budgeted</u> 2014	<u>Expenses</u> Current Mo.	<u>Expenses</u> To Date	Balance	<u>% Spent</u> YTD
<u>SOLID WASTE FUND EXPENDITURE</u>					
COMMUNICATION	1,190.00	27.80	287.35	902.65	24.15%
CONTINGENCY	50,000.00	0.00	0.00	50,000.00	0.00%
DEBT SERVICES	0.00	0.00	0.00	0.00	0.00%
DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00%
ELECTRICITY	4,000.00	321.86	1,685.18	2,314.82	42.13%
EQUIPMENT EXPENSE	10,900.00	0.00	524.73	10,375.27	4.81%
GENERAL SUPPLIES & MATERIALS	23,240.00	457.55	4,329.04	18,910.96	18.63%
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	175.80	1,824.20	8.79%
NATURAL GAS	3,084.00	67.45	1,585.34	1,498.66	51.41%
NEW EQUIPMENT	3,400.00	0.00	0.00	3,400.00	0.00%
OFFICE SUPPLIES	550.00	8.09	550.00	0.00	100.00%
OTHER CONTRACTUAL SERVICES	368,080.00	28,613.22	112,493.30	255,586.70	30.56%
OVERTIME	5,500.00	527.06	1,645.78	3,854.22	29.92%
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00%
PROJECTS	6,000.00	0.00	0.00	6,000.00	0.00%
RENTALS	0.00	0.00	0.00	0.00	0.00%
REPAIRS TO BLDGS & STRUCTURES	3,600.00	0.00	1,336.69	2,263.31	37.13%
SALARIES	352,055.00	38,188.18	141,342.33	210,712.67	40.15%
SEASONAL/PART TIME	0.00	0.00	0.00	0.00	0.00%
TRANSFER TO EMPLOYEE BENEFIT	167,754.00	0.00	0.00	167,754.00	0.00%
TRANSFER TO GENERAL FUND	245,000.00	0.00	0.00	245,000.00	0.00%
TRANSFER TO RESERVES	86,765.00	0.00	0.00	86,765.00	0.00%
TRANSFER TO WATER/SEWER FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFERS	0.00	0.00	0.00	0.00	0.00%
TRAVEL & TRAINING	800.00	0.00	440.93	359.07	55.12%
UNIFORMS	4,000.00	450.83	1,493.74	2,506.26	37.34%
UTILITY-WATER	410.00	31.17	111.67	298.33	27.24%
Total Expenditures	<u>\$1,338,328.00</u>	<u>\$68,693.21</u>	<u>\$268,001.88</u>	<u>\$1,070,326.12</u>	<u>20.03%</u>
Fire Insurance Trust					
<u>FIRE INS TRUST EXPENDITURES</u>					
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Grand Totals	<u>\$35,133,847.00</u>	<u>\$2,110,310.74</u>	<u>\$9,939,503.34</u>	<u>\$25,194,343.66</u>	<u>28.29%</u>

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5A

MEETING DATE: 6-26-14

TOPIC:

Business Resolution

ACTION REQUESTED:

Consider adopting Business Resolution AR-01, Series 2014, expressing appreciation to the owner of a new business in Hays.

NARRATIVE:

Live to Give Ministry, Inc. is the owner of Bargain Hut which is located at 125 East 8th Street in Hays.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mayor Schwaller

ADMINISTRATION RECOMMENDATION:

Adopt the Business Resolution.

COMMITTEE RECOMMENDATION(S):

None

ATTACHMENTS:

Business Resolution No. AR-01, Series 2014

RESOLUTION NO. AR – 01

Series of 2014

A RESOLUTION EXPRESSING APPRECIATION FOR ESTABLISHING A NEW BUSINESS IN THE CITY OF HAYS

WHEREAS, the City of Hays is in need of economic development to encourage growth and stability, and;

WHEREAS, Live to Give Ministry, Inc. has provided such encouragement by means of opening a business in Hays, Bargain Hut, which is a second-hand store with a variety of items for sale. Bargain Hut is located at 125 East 8th Street in Hays.

NOW, THEREFORE, be it resolved by the City Commission of the City of Hays, as follows:

The City Commission of the City of Hays does hereby express the appreciation of the people of Hays to

Live to Give Ministry, Inc.

for its encouragement of commercial growth and its expression of confidence in the City of Hays by way of providing a new business:

Bargain Hut

The City Commission, on behalf of the citizens of Hays, wishes them many successful years in business.

ADOPTED THIS 26TH DAY OF JUNE, 2014

Henry Schwaller, IV
Mayor

ATTEST:

Brenda Kitchen
City Clerk

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5B

MEETING DATE: 6-26-14

TOPIC:

Cereal Malt Beverage Application

ACTION REQUESTED:

Approve the Cereal Malt Beverage License for K'S Homestyle Diner, LLC.

NARRATIVE:

NONE

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

NONE

COMMITTEE RECOMMENDATION(S):

NONE

ATTACHMENTS:

Cereal Malt Beverage License Application

**PARTNERSHIP, FIRM OR ASSOCIATION
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of Hays, Ks.

SECTION 1 – LICENSE TYPE
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>46-0570034</u>		
Name of Partnership/Firm/Association <u>Ks Homestyle Diner, LLC.</u>	Phone No. <u>785-621-4920</u>	
Place of Business Street Address <u>3402 Vine St.</u>	City <u>Hays</u>	Zip Code <u>67601</u>

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Ks Homestyle Diner</u>	Name <u>same</u>		
Business Location Address <u>3402 Vine St.</u>	Address		
City <u>Hays</u> State <u>Ks.</u> Zip <u>67601</u>	City	State	Zip
Business Phone No. <u>785-621-4920</u>	<input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s)			

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION			
List each partner or member of a firm/association and their spouse, if applicable. Attach additional pages if necessary.			
Partner/Member Name <u>Kim Leiker</u>	Title <u>owner</u>	Date of Birth <u>4-29-66</u>	
Residence Street Address <u>1108 E. 33rd. St.</u>	City <u>Hays</u>	State <u>Ks.</u>	Zip Code <u>67601</u>
Spouse Name <u>none</u>	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Partner/Member Name <u>Kari Geerdes</u>	Title <u>owner</u>	Date of Birth <u>10-21-76</u>	
Residence Street Address <u>2306 Virginia Drive</u>	City <u>Hays</u>	State <u>Ks.</u>	Zip Code <u>67601</u>
Spouse Name <u>Victor Geerdes</u>	Title <u>-</u>	Date of Birth	
Residence Street Address <u>2306 Virginia Drive</u>	City <u>Hays</u>	State <u>Ks.</u>	Zip Code <u>67601</u>
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED)

Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager or Agent Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code
Manager or Agent Spousal Information		
Manager or Agent Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 6 – QUALIFICATION FOR LICENSURE	
Applies to each partner or member of a firm or association AND their spouses.	
Are all persons identified in Sections 4 & 5 are Citizens of the United States ¹ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have all persons identified in Sections 4 & 5 have been a resident of Kansas for at least one year prior to application ² ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have all persons identified in Sections 4 & 5 been residents of this county for at least six months ³ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old ⁴ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, have any of the persons identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer or director who was an officer, manager, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that had a CMB license revoked or was convicted of a violation of the Club and Drinking Establishment Act or the CMB laws.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member been convicted of any of the crimes identified in Section 6 during the time the spouse held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION 6 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE Kim Leiker DATE 6-6-14

Print Form

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>175.00</u> Date <u>6-19-14</u> ((\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>6-19-14</u>	
<input checked="" type="checkbox"/> Background Investigation <input checked="" type="checkbox"/> Completed Date <u>6-10-14</u> <input checked="" type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input checked="" type="checkbox"/> New License Approved Valid From Date <u>6-26-14</u> to <u>12-31-14</u> By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be U.S. citizen. K.S.A. 41-2703(b)(9)
² Spouse not required to be Kansas resident. K.S.A. 41-2703(b)(9)
³ Spouse not required to be a resident of the county. K.S.A. 41-2703(b)(9)
⁴ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

**SUNDAY SALES
VERIFIED STATEMENT**

I, the undersigned, doing business under the firm name and style of K's Homestyle Diner at 3402 Vine in the City of Hays, Ellis County, Kansas, hereby state and declare that I am the holder of a license issued by the City of Hays, Kansas, to sell cereal malt beverages for consumption on the premises on Sundays, and that not less than thirty percent (30%) of the gross receipts of the said licenses are derived from the sale of food for consumption on the licensed premises, and that licensee expects that not less than thirty percent (30%) of the gross receipts will be received in the future from the sale of food for consumption on the licensed premises, and that in the event the gross receipts from the sale of food from a previous month are less than thirty percent (30%), the said licensee will so notify the city manager within (10) days after the close of business for the previous month.

STATE OF KANSAS, ELLIS COUNTY, SS:

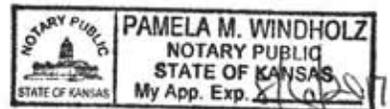
Kim Leiker, of lawful age, states and agrees that he/she has read the above and foregoing statement, knows of the content and that all of the statements therein contained are true and correct.

DATED this 11 day of June, 2014

Kim Leiker
Signature

SUBSCRIBED and sworn to before me this 11 day of June, 2014.

Pamela M. Windholz
Notary Public



(My Commission Expires 8/6/2017)

CLASS A CEREAL MALT BEVERAGE LICENSE

Audit Agreement

I, the undersigned, Kim Leiker, doing business under the firm name of K's Homestyle Diner, located at 3402 Vine in the city of Hays, Kansas, and operating under a Class A Cereal Malt Beverage License, hereby agree to have an audit of my business records performed if and when directed to do so by the City Manager or his designee.

Said audit shall be done by an auditor of the City's choice and paid for by me.

Kim Leiker
Signature

6-10-14
Date

**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF
FIRE & SAFETY CODE REQUIREMENTS**

Date of Expiration: NEW LICENSE Date to be Considered
by City Commission 6/26/14

Business Name K'S HOMESTYLE DINER
Address 3402 VINE ST
Telephone Number 785-621-4920
Owner Name KIM LEIKER / KARI GEERDES
Manager Name KIM LEIKER / KARI GEERDES

CERTIFICATION OF FIRE SAFETY

The building and premises **(do)** **(do-not)** meet the Fire and Safety Code requirements of the City as of the date of inspection. I **(do)** **(do-not)** recommend approval of this license under the following conditions:

Date 6-9-14 Fire Chief Wendy Johnson

**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF ZONING**

Date of Expiration NEW LICENSE

Date to be Considered
by City Commission 6/26/14

Business Name K'S HOMESTYLE DINER
Address 3402 VINE ST
Owner Name KIM LEIKER / KARI GEERDES
Manager Name KIM LEIKFER / KARI GEERDES
Manager Phone 785-621-4920

CERTIFICATE OF ZONING

The property is zoned C-2 which (does) (~~does-not~~) allow
this type of business. I (do) (~~do-not~~) recommend approval of this license under the following
conditions:

Date 6-10-14

Zoning Administrator 

**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF INVESTIGATION**

Date of Expiration NEW LICENSE

Date to be Considered
by City Commission 6/26/14

Business Name K'S HOMESTYLE DINER
Address 3402 VINE ST
Owner Name/D.O.B. KIM LEIKER 4-29-66 / KARI GEERDES 10-21-76
Owner Phone 785-621-4920
Manager Name KIM LEIKER / KARI GEERDES
Manager Phone (785) 621-4920

CERTIFICATE OF CHIEF OF POLICE

A review of Hays Municipal Court and Ellis County District Court records as well as a review of the Kansas driver's license reveal that the applicant(s) as of this date (~~has~~) (has not) been convicted within the last two years of a felony, any crime involving a moral turpitude, drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or drugs.

Applicant(s) on this date (did) ~~(did not)~~ meet the requirements of applicable city laws and ordinances, regarding issuance of Cereal Malt Beverage License.

Comments: _____

I (do) ~~(do not)~~ recommend approval of this license.

Date 6-10-14

Chief of Police *De Schibler*

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 6-26-14

TOPIC:

Commercial Insurance Renewal 2014/2015

ACTION REQUESTED:

Authorize the City Manager to renew the 2014/2015 Commercial Insurance Policy with BRIT Insurance for the coverage presented and accept Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively with an annual premium total amount not to exceed \$189,663 to be funded from the Intergovernmental Insurance and Surety line item.

NARRATIVE:

The City's Commercial Insurance Policy with BRIT Insurance will expire on 7/1/14. Arthur J. Gallagher provides for critical insurance oversight for the City as the Insurance Broker. Requested quotes to various companies by Arthur J. Gallagher resulted in a responsive and responsible bid from our current carrier in the amount of \$191,699. The outcome of Gallagher's negotiation translates into a decrease in premium for the property and liability package of -2.5%. Additionally, alternative markets have been recommended for the Crime and Equipment Breakdown coverages furthering the premium decrease to \$189,663 or -3.5% if these options are selected.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Kim A Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

City Staff recommends pursuing the 2014/2015 Commercial Insurance renewal with BRIT Insurance given their submission of a complete package and responsible bid and accepting Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively.

COMMITTEE RECOMMENDATION(S):

NA

ATTACHMENTS:

Staff Memo
Commercial Insurance Categorical Definitions
Marketing chart
Coverage Highlights and Summary

Commission Work Session Agenda

Memo

From: Kim Rupp, Director of Finance

Work Session: June 19, 2014

Subject: Commercial Insurance Renewal 2014/2015

Person(s) Responsible: Kim Rupp, Director of Finance
Tanner Burns, Arthur J. Gallagher & Co.
Jessica Govic, Arthur J. Gallagher & Co.

Summary

The City's Commercial Insurance Policy with BRIT Insurance will expire on 7/1/14. Arthur J. Gallagher provides for critical insurance oversight for the City as the Insurance Broker. Requested quotes to various companies by Arthur J. Gallagher resulted in a responsive and responsible bid from our current carrier in the amount of \$191,699. The outcome of Gallagher's negotiation translates into a decrease in premium for the property and liability package of -2.5%. Additionally, alternative markets have been recommended for the Crime and Equipment Breakdown coverages furthering the premium decrease to \$189,663 or -3.5% if these options are selected. City Staff recommends pursuing the 2014/2015 Commercial Insurance renewal with BRIT Insurance given their submission of a complete package and responsible bid and accepting Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively.

Background

Each year City staff and its Insurance Broker complete the task of reviewing and preparing for the renewal of the Commercial Insurance package. Below is a chart showing the history of premiums on this package the last four years.

	2011/2012	2012/2013	2013/2014	2014/2015
Annual Premiums	\$202,145 +14.65%	\$191,552 -5.24%	\$196,523 +2.6%	\$189,663 -3.5%

The package this year includes the following categories. For further detail please refer to the attached definitions page.

- *Commercial Property*
- *Inland Marine/Scheduled Equipment*
- *Equipment Breakdown*

- *Crime*
- *General Liability*
- *Public Entity Management Liability*
- *Law Enforcement Liability*
- *Employment Practices Liability*
- *Airport Liability*
- *Commercial Auto*
- *Umbrella*
- *Public Entity Cyber Liability*

The City’s Insurance Broker, Arthur J. Gallagher & Co. contacted multiple companies in regards to quoting the insurance program for the City for the 2014-2015 policy term. Please see the attached marketing chart located at the back of this memo.

Discussion

The following is a breakdown of the various lines of coverage in the City’s insurance program.

Option 1 - Renewal with same insurers

Line of Coverage and Insurer	2013-2014 Expiring Program	2014-2015 Renewal	Change
Public Entity Package - Companion	\$169,533	\$164,714	-2.84%
Crime - Companion	\$1,001	\$1,001	0.00%
Equipment Breakdown - Companion	\$7,287	\$7,287	0.00%
Airport Liability - Old Republic	\$3,845	\$3,845	0.00%
Cyber Liability - AIG	\$14,852	\$14,852	0.00%
Total	\$196,518	\$191,699	-2.45%
	Premium Decrease	\$4,819	

Option 2 - Renew with same insurers, but move Crime and Equipment Breakdown to Hanover and Hartford Steam Boiler

Line of Coverage	2013-2014 Expiring Program	2014-2015 Renewal Recommendation	Change
Public Entity Package	\$169,533	\$164,714	-2.84%
Crime - Hanover	\$1,001	\$1,840	83.82%
Equipment Breakdown - HSB	\$7,287	\$4,412	-39.45%
Airport Liability	\$3,845	\$3,845	0.00%
Cyber Liability	\$14,852	\$14,852	0.00%
Total	\$196,518	\$189,663	-3.49%
	Premium Decrease	\$6,855	

Exposures	2013-2014 Expiring Program	2014-2015 Renewal	Change
Property Values	\$45,985,506	\$45,953,930	-0.07%
Equipment Values	\$3,295,034	\$3,199,074	-2.91%
Number of Autos	\$160	\$157	-1.88%

Arthur J. Gallagher negotiated flat to decreasing renewal terms from all carriers this year, despite the fact that current insurance rates are up an average of 2% across all lines of coverage according to the market monitoring website MarketScout.com.

Gallagher also recommends two separate policies for our Equipment Breakdown and Crime policies which will save the City an additional \$2,036 and better our terms and conditions with these two sets of coverage.

When we look at all lines of coverage in our insurance program we see that we experienced a 2.5% decrease in premiums (if renewing the current program). Based on today's market (average increase of 2%), this is a very competitive renewal. The Broker also informed us that many insurers in Kansas continue to increase rates and deductibles significantly to account for continued poor loss experience related to weather. The insurance marketplace landscape has many factors in determining rates; however, the industry loss ratio along with the economic climate are two of the most influential. The global insurance marketplace has seen a number of catastrophic property losses in the recent years (tsunamis, hurricanes, tornadoes, earthquakes, etc.). In addition, the U.S. economic climate is affecting interest rates and the insurance companies return on investments. Given these two factors, the Property marketplace has been severely impacted.

Property and Scheduled Equipment

Exposures for buildings, equipment, and autos are relatively flat over the prior year. BRIT was looking to take a slight increase this year on property rates, but Gallagher was able to negotiate a flat renewal due to the limited changes in values.

Equipment Breakdown

The City currently purchases Equipment Breakdown coverage through their package program with BRIT Insurance. Arthur J. Gallagher recommends we place a separate policy for Equipment Breakdown with Hartford Insurance Company raising our limits of coverage from \$45,953,930 with a \$50,000 deductible to \$50,000,000 with a \$1,000 deductible for a premium savings of \$2,875 (or -39.45%) and substantial deductible decrease.

Crime

BRIT offered a flat premium rate with no changes in coverage amounts. Arthur J. Gallagher is recommending we switch our Crime Policy from BRIT to a standalone

policy with Hanover Insurance Company. The City's insurance program through Gallagher would provide Crime/Employee Dishonesty coverage including Faithful Performance of Duties for all city employees, elected officials, board members, commissioners, directors, and non-compensated officers while insured by this program. The policy limit is \$500,000 per occurrence. Currently we have a \$100,000 limit.

The coverage has been endorsed to include all employees that are required to be bonded by law. The policy also provides coverage for Treasurers and Tax Collectors up to the policy limit. The City places a few separate bonds for our City Manager, City Clerk and Director of Finance. The Hanover policy would cover everyone else outside of these named positions, as well as cover the City for crime losses.

General Liability

No change in terms/conditions. There is a 2.7% decrease in premium for both property/liability.

Public Entity Management Liability

No change in terms/conditions and premium.

Law Enforcement Liability

No change in terms/conditions and premium.

Employment Related Practices

No change in terms/conditions and premium.

Airport Liability

No change in exposure and no change in premium. Arthur J Gallagher negotiated that the city's standard Airport Liability policy will act as excess to the Fly-In policy for the Air Show, while still delivering premium savings on the Fly-In coverage of \$55.

Commercial Auto

No change in terms/conditions and premium.

Umbrella

No change in terms/conditions and premium.

Public Entity Cyber Liability

No change in terms/conditions and premium.

Legal Consideration

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

Financial Consideration

Current Program:

The renewal for 2014/2015 amounts to \$191,699 a decrease of \$4,824 or -2.5%.

Gallagher Recommended Program:

The renewal for 2014/2015 amounts to \$189,663 a decrease of \$6,860 or -3.5%.

Options

The City Commission has the following options.

- Renew the policy with BRIT Insurance as per expiring
- Renew the policy with BRIT Insurance, accepting the recommendation from Gallagher to place the Crime and Equipment Breakdown separately
- Do nothing
- Provide staff with further guidance

Recommendation

City Staff recommends pursuing the 2014/2015 Commercial Insurance renewal with BRIT Insurance given their submission of a complete package and responsible bid and accepting Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively.

Action Requested

Authorize the City Manager to renew the 2014/2015 Commercial Insurance Policy with BRIT Insurance for the coverage presented and accept Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively with an annual premium total amount not to exceed \$189,663 to be funded from the Intergovernmental Insurance and Surety line item.

Supporting Documentation

Commercial Insurance categorical definitions

Marketing chart

Coverage highlights and summary

Commercial Insurance package categorical definitions

Commercial Property: Provides coverage for permanent structures and the contents of those structures. It can also provide business interruption coverage and loss of rents coverage.

Inland Marine: This is also referred to as scheduled equipment and provides physical damage coverage for items not meeting the definition of commercial property or automobiles: Example - road graders, backhoes, lights, tornado sirens, police equipment etc.

Crime: Provides coverage for employee dishonesty, forgery & alteration, money & securities, computer fraud and funds transfer.

General Liability: Provides coverage to all of the public entity premises and operations within the coverage territory, unless specifically excluded, for third party bodily injury and property damage.

Public Entity Management Liability: Provides coverage for loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act means an error or omission. It includes defense for claims or suits alleging criminal, malicious, dishonest or fraudulent conduct until determinations or admission of such conduct in a legal proceeding.

Law Enforcement Liability: Provides coverage for bodily injury, personal injury or property damage that results from law enforcement activities or operations and is caused by a wrongful act while conducting those activities or operations.

Employment Practices Liability: Provides coverage for wrongful employment practice offenses committed by an insured against your employees and independent contractors including: employment discrimination, wrongful employment termination, employment-related harassment, retaliatory action against employees, wrongful, excessive or unfair discipline, wrongful hiring, supervision, demotion or failure to promote, employment-related misrepresentation, defamation, libel, slander disparagement or invasion of privacy.

Airport Liability: Provides coverage for bodily injury and property damage resulting from the premises and operations of the airport. This coverage is excluded under the general liability so coverage is provided by a separate general liability specifically for airports.

Commercial Auto: Provides bodily injury and property damage liability for any auto claim. In addition physical damage is provided for scheduled autos at actual cash value and hired autos physical damage limited to \$50,000.

Umbrella: Provides additional limits of liability for general liability, automobile liability, law enforcement liability, employment related practices, cyber liability and public entity management liability. This coverage is important in the event the suit is brought in court outside the State of Kansas and the city does not have benefit of the immunity granted by the Kansas Torts Claims Act.

Public Entity Cyber Liability: Provides communications, media, network and information security liability coverage.

Market Review

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Accurate and detailed specifications are essential in all of Arthur J. Gallagher Risk Management Services, Inc. communications to each insurance company contacted.

Insurance Carrier	Coverages	<u>Carrier Position</u>
		<ul style="list-style-type: none"> • Quoted • Declined & Reason • Indication • Verbal Quote
Federal Insurance Company (Chubb)	Property and Inland Marine	Declined – Wind Exposure
Hartford Fire Insurance Company	Property and Inland Marine	Declined – Pricing
Affiliated	Property and Inland Marine	Declined – Minimum premium not met
Zurich	Property and Inland Marine	Indication – High
Lexington	Property and Inland Marine	Declined – Minimum premium not met
Hartford Steam Boiler Inspection & Insurance Company	Boiler and Machinery	Quoted
Argonaut Great Central Insurance Company	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Declined – Pricing
CNA Insurance Companies	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Declined – Exposures
OneBeacon Insurance Company	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Verbal Quotation too high
Travelers Insurance Company	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage, Property, Electric Utility, and Inland Marine	Quoted – Not competitive
Underwriters at Lloyd’s, London	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Quoted
Hanover Insurance Group	Crime	Quoted
National Union Fire Insurance Co. of Pittsburgh, PA	Cyber Liability	Quoted
Beazley Insurance Company (Syndicated 2623/623)	Cyber Liability	Quoted
Old Republic Insurance Company	Airport Liability	Quoted

Public Entity Package

- Underwriters at Lloyd’s, London

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Brit

Coverage: Property, Inland Marine, Equipment Breakdown
Carrier: Underwriters at Lloyd’s London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Valuation Type	Deductible	Premium*
Building and Personal Property	\$45,953,930	Replacement Cost	\$10,000 unless noted below	\$128,198
Equipment Breakdown	Included	Replacement Cost	\$10,000	Included

* Premium does not include Terrorism premium of \$2,273 for applicable coverage lines.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

	Limit	Deductible
• Contractors Equipment – Scheduled	\$3,199,074	\$2,500
• Contractors Equipment – Unscheduled (\$2,500 maximum per any one item applies)	\$350,000	\$2,500
• Special Property – Traffic Signals, Signs, Warning Sirens/Airport Lights, and Lighting Systems	\$4,250,697	\$2,500
• Special Property – Fences and Pedestrian Bridges	\$934,897	\$2,500

Additional Coverages:

	Limit	Deductible
• Automated External Defibrillator	\$5,000	Policy Deductible
• Collapse	Limit extended	Policy Deductible
• Commandeered Property of Others (Other than Automobiles)	\$250,000	Policy Deductible
• Crime Reward – Excluding Arson	\$25,000	Policy Deductible
• Debris Removal of Covered Property	25% of loss + \$25,000 Per Location	Policy Deductible
• Emergency Evacuation Expense	\$25,000	Policy Deductible
• Emergency Real Estate Consulting Fee	\$5,000	Policy Deductible
• Employee Dishonesty	\$50,000	\$250 Deductible
• Exterior Building Glass	Included	Policy Deductible
• Fire Department Service Charge	\$25,000	No Deductible
• “Fungus,” Wet Rot, Dry Rot, and Bacteria – Limited Coverage	\$15,000	Policy Deductible
• Inventory and Appraisal Cost for Claim Preparation	\$10,000	Policy Deductible
• Lease Cancellation Moving Expenses	\$2,500	Policy Deductible
• Money and Securities	\$25,000	Policy Deductible
• Pollutant Cleanup and Removal	\$25,000	Policy Deductible
• Preservation of Property	Included	Policy Deductible
• State Forest Fire Expense	\$25,000	Policy Deductible

City of Hays, KS

	Limit	Deductible
• Temporary Meeting Space	\$1,000	No Deductible
• Water Damage, Other Liquid, Powder, or Molten Material Damage	Included	Policy Deductible

Coverages Extensions:

	Limit	Deductible
• Accounts Receivable – Per Occurrence On Premises/Off Premises	\$250,000/\$50,000	Policy Deductible
• Animals and Canines – Per Animal and Per Occurrence	\$1,500/\$10,000	Policy Deductible
• Appurtenant Building or Structures	\$10,000	Policy Deductible
• Arson Reward	\$25,000	No Deductible
• Building Ordinance or Law – Coverage A (Undamaged)	Included	Policy Deductible
• Coverage B (Demolition) and Coverage C (increased Cost of Construction)	\$350,000	Policy Deductible
• Business Income	\$100,000	Policy Deductible
• Extra Expense	\$1,025,000	Policy Deductible
• Business Income – Loss of Tax Revenue	\$100,000	No Deductible
• Change in Temperature, Electrical Damage and Off-Premises Utility Services – Direct Damage	\$50,000	Policy Deductible
• Communication Towers	\$100,000	Policy Deductible
• Contractors Equipment – Nonowned – Per Item and Per Occurrence Limit	\$500,000/\$500,000	\$2,500
• Emergency Portable Equipment –Police and Fire	\$215,418	\$2,500
• Emergency Portable Equipment – Guns, Tazers, Cameras, Radios, etc.	\$490,000	\$2,500
• Employees Tools – Per Employee and Per Occurrence Limit	\$500/\$1,500	Policy Deductible
• Fair or Exhibitions	\$50,000	Policy Deductible
• Fine Arts – Per Item and Per Occurrence Limit	\$5,000/\$100,000	Policy Deductible
• Fire Equipment Recharge	\$25,000	No Deductible
• Footbridges and appurtenant Structures	\$25,000	Policy Deductible
• Foundations of Machinery, Swimming Pools, and Underground Pipes	Limit Extended	Policy Deductible
• Golf Course Greens – Limited Perils	\$100,000	Policy Deductible
• Lock Replacement	\$25,000	\$50 Deductible
• Newly Acquired or Constructed Property – Each Building Limit/Contents Limit	\$1,000,000/\$500,000	Policy Deductible
• Nonowned Detached Trailers	\$5,000	Policy Deductible
• Outdoor Property	\$25,000	Policy Deductible
• Paved Surfaces	\$100,000	Policy Deductible
• Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media – Per Occurrence and Away from Premises	\$652,826/\$10,000	\$2,500
• Personal Effects – Per Person/Each Location and Occurrence Limit	\$25,000/\$50,000	Policy Deductible
• Personal Property Off-Premises or in Transit	\$100,000	Policy Deductible
• Recertification Expense	\$5,000	Policy Deductible

City of Hays, KS

	Limit	Deductible
• Rental Expense – Contractor’s Equipment	\$10,000	Policy Deductible
• Retaining Walls	\$10,000	Policy Deductible
• Sign Coverage	\$25,000	Policy Deductible
• Spoilage – See Utility Service Direct Damage	\$25,000	Policy Deductible
• Surface Water (Locations situated in a 100- or 500-year flood plain are excluded)	\$25,000	Policy Deductible
• Theft Damage to Nonowned Buildings	\$50,000	Policy Deductible
• Underground Sprinkler Systems	Included	Policy Deductible
• Underground Water Seepage – Per Premise	\$10,000	Policy Deductible
• Unnamed Locations	\$250,000	Policy Deductible
• Valuable Papers and Records – Cost of Research (Other than Electronic Data) On-Premises Limit and Away from Premises Limit	\$250,000/\$50,000	Policy Deductible

Exclusions include, but are not limited to:

- Nuclear Hazard
- War and Military Action
- Mine Subsidence

Endorsements include, but are not limited to:

- Surface Water and Sewer and Water Backup Exclusion

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Authorization to Bind
- Signed Terrorism form

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: General Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible	Premium*
Bodily Injury and Property Damage	\$500,000	\$0	Included
Personal and Advertising Injury	\$500,000	Included	Included
Employee Benefits Injury	\$500,000	None	Included
Specific Perils – Damage to Premises Rented to You	\$500,000	Included	Included
Medical Payments		Included	Included
General Aggregate	\$2,000,000	Included	Included
Products – Completed Operations Aggregate	\$2,000,000	Included	Included
Sexual Molestation Per Claim	\$250,000	Included	Included
Failure to Supply – Utility Operations (other than sudden & accidental)	\$500,000	Included	Included

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages included where allowed by state law
- Broad form Governmental Entities definition of insured includes all boards and commissions operated by and under the direction of the insured entity, Volunteers as Insureds, Mobile or Leased equipment contracts, Users of Golfmobiles and parties to Mutual aid Agreements
- Owned watercraft up to 50 feet in length are covered
- Expanded Host Liquor Liability included

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement:

- Pay on Behalf

Exclusions include, but are not limited to:

- Asbestos
- Workers Compensation and Similar Laws
- Aircraft, Auto, or Watercraft
- Airport Liability
- Attorneys' Professional Services
- Contractual Liability
- Damage to Impaired Property or Property Not Physically Injured
- Damage to Property
- Damage to "Your Product"

City of Hays, KS

- Damage to “Your Work”
- Distribution of Materials in Violation of Statutes
- Electronic Data
- Eminent Domain
- Employers Liability
- Employment-Related Practices
- Engineers, Architects, or Surveyors Professional
- Expected or Intended Injury
- Failure to Supply
- “Law Enforcement Activities”
- Liquor Liability
- Medical Payments Exclusion
- “Medical Professional Services”
- Medical and Related Facilities Activities
- Mobile Equipment
- Nuclear Energy Liability
- “Personal and Advertising Injury”
- Pollution
- Recall of Products, Work, or Impaired Property
- Specific Perils – Damage to Premises Rented to You coverage
- Strike, Riot, Civil Commotion or Mob Action
- Underground Storage Tanks
- War
- Workers Compensation and Similar Laws

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Quote is subject to receipt of a currently signed original application prior to inception date.
- Fireworks are excluded until underwritten and approved. If coverage is desired, please forward a copy of the contract with the pyrotechnic and complete our loss control questionnaire. Please forward this information at least 30 days prior to the event. Each event must be separately underwritten and endorsed.
- Signed Terrorism Acceptance/Rejection Form for all applicable coverages.
- Signed Client Authorization to Bind Coverage.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Public Officials Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Claims-Made Full Prior Acts for Unknown Incidents
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible
Each Wrongful Act	\$1,000,000	\$10,000
Annual Aggregate	\$2,000,000	Included
Key Individual Replacement Expenses	\$25,000 Per Claim	None
Terrorist Travel Reimbursement	\$5,000 Per Policy Period	None
Identify Theft Protection	\$5,000 Per Claim	None

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Full Prior Acts coverage offered to most entities having continuous Claims-Made coverage for past five years
- Punitive Damages included where allowed by state law
- Civil Rights Violations, Zoning, Land Use (other than Eminent Domain or Inverse Condemnation), Permits, and Licenses are covered
- Identity Theft Protection reimburses certain public officials for expenses, such as notarizing documents, certified mail expenses, and loan application fees incurred as a direct result of Identity Theft
- Key Individual Replacement Expenses pays miscellaneous costs such as advertising, travel, lodging and meals, overtime pay, costs of verifying background and references, and certain legal expenses incurred by the Named Insured to replace key public officials if that person suffers a fatal injury
- Consent to Settle included

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not entitled
- For any damage arising from "bodily injury," sickness, emotional distress, mental anguish, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof
- "Law Enforcement Activities"
- As a result of a strike, riot, civil commotion, or mob action
- Any "public officials wrongful act"
- Employment-Related Practices
- Failure to provide, professional services to anyone other than the Named Insured by any member of the medical profession, or by any lawyer, architect, engineer, or accountant

- By the Named Insured or on its behalf
- Aircraft, Auto, or Watercraft
- Failure to remedy dangerous circumstances or conditions known to you prior to the policy period
- Libel, slander, defamation, invasion of privacy, wrongful eviction, assault, battery, malicious prosecution or abuse of process

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Claims-Made – Claim Definition and Claim Reporting Provisions:

- “Claim” means a written notice from any party that it is their intention to hold an insured responsible for “loss” resulting from a “public officials wrongful act” covered by this Coverage Form.

Insured’s Duties in the Event of a “Claim” or “Suit”

- In the event of a “claim,” written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practical.
- If a “claim” is made or a “suit” is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons, or other process received by them or their representative.
- The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions, and trials, and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of “suit(s),” as well as in the giving of written statement or statements to our representatives and defense. In the event of a “claim” occurring likely to involve us hereunder, the insured will not make any payment, assume any liability, or incur any expense without our consent first being obtained. We will have full discretion in the handling of any “claim,” and the insured will give full information and assistance as we may reasonably require.

Extended Reporting Period Criteria:

- Refer to attached policy form for Extended Reporting Period Criteria.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Employment Practices Liability
Carrier: Underwriters at Lloyd's, London
Form #: Specimen upon request
Form Type: Claims-Made Full Prior Acts for Unknown Incidents
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible
Each Wrongful Act	\$1,000,000	\$25,000
Annual Aggregate	\$1,000,000	Included
Non-Monetary Defense	\$10,000 per claim \$50,000 per policy period	Included
Workplace Violence Counseling	\$5,000 per policy period	None
Back-Wages – No Prior Acts applies	\$10,000 per claim	\$5,000

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Full Prior Acts coverage offered to most entities having continuous Claims-Made coverage for past five years
- Punitive Damages included where allowed by state law.
- Broad definition of wrongful act including refusal to employ, termination of employment, false arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, discrimination, invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or any other act, omission, or policy attributable to anyone's employment.
- Sexual Harassment, American with Disabilities Act, Title VII claims are covered.
- Workplace Violence Counseling reimburses the insured for expenses incurred for the counseling of employees necessary due to an incident of Workplace Violence. The deductible does not apply.
- Non-Monetary Defense limit included, with higher limits available, provides defense coverage for claims having no monetary damage demand.
- Back wages limit included with higher limits available.
- Consent to Settle included.

Exclusions include, but are not limited to:

- Any damage arising from "bodily injury," sickness, disease, or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof; however, for the purpose of this exclusion, "bodily injury" does not include emotional distress or mental anguish.
- Assault and battery; except for reasonable force used to protect persons or property.
- Alleging any violation of civil rights other than employment-related civil rights.
- Any "employment practices wrongful act(s)" which takes place prior to the "policy period" if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim."

- Any activity concerning an “employee benefit plan,” welfare plan or retirement plan, or self-insurance fund, including any obligation under the Employee Retirement Income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state, or federal law or regulation.
- For back wages, overtime or similar “claim(s),” even if designated as liquidated damages, under any federal, state, or local statutes, rules, ordinances, or regulations, if such “claim(s)” arise out of a “employment practices wrongful act” committed prior to the effective date of this policy; or for “claim(s)” arising from collective bargaining agreements.
- Aircraft, Auto, or Watercraft.

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part
- Non-Monetary Back Wages Endorsement

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Claim means:
 - A written notice from any party that it is their intention to hold the insured responsible for “loss” resulting from an “employment practices wrongful act” covered by this Coverage Form
 - Any notice that requires you to attend an administrative hearing conducted by the EEOC or by any state agency with a similar purpose.

Insured’s Duties In The Event Of A “Claim” Or “Suit.”

- In the event of a “claim,” written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable.
- If a “claim” is made or a “suit” is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons, or other process received by them or their representative.
- The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions, and trials and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of “suit(s),” as well as in the giving of written statement or statements to our representatives and defense. In the event of a “claim” occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any “claim,” and the insured will give full information and assistance as we may reasonably require.

Extended Reporting Period Criteria:

- Refer to attached policy form for Extended Reporting Period Criteria.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Law Enforcement Liability
Carrier: Underwriters at Lloyd's, London
Form #: Specimen upon request
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible
Each Person	\$1,000,000	\$5,000
Each Wrongful Act	\$1,000,000	Included
Annual Aggregate	\$2,000,000	Included
Non-Monetary Defense	\$10,000 per claim \$50,000 per policy period	Included Included
Line of Duty Death Benefit	\$50,000 Per Officer	None

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages included where allowed by state law
- Approved Moonlighting and Mutual Aid Agreements are covered
- Broad definition of insured includes elected and appointed officials and all auxiliary and volunteer officers
- Civil Rights Violations, Intentional Acts, Vehicular Hot Pursuit, Failure to Protect, Excessive Force, False Arrest, and Failure to Adequately Train or Supervise are covered
- Consent to Settle included
- Line of Duty Death Benefit provides reimbursement to the Department for benefits paid to the family of officers fatally injured while on duty
- Non-Monetary Defense limit included, with higher limits available, provides defense coverage for claims having no monetary damage demand

Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Employment-Related Practices.
- For "claim(s)," demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs, or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; however, we will afford defense to the insured for such actions, "claim(s)," "suit(s)," or demands in which monetary damages are requested if not otherwise excluded.
- Arising out of the rendering of, or failure to render any medical services by any licensed medical personnel.
- For liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:

City of Hays, KS

- For “personal injury” or “bodily injury” to:
 - An employee of the insured arising out of and in the course of employment by the insured;
 - An auxiliary law enforcement officer or volunteer law enforcement officer serving under the direction and control of the insured;
 - The spouse, child, parent, brother, or sister of that employee, or auxiliary volunteer law enforcement officer as a consequence of a. or b. above
- For “personal injury,” “bodily injury,” or “property damage” arising out of the ownership, maintenance, operation, use, “loading or unloading,” or entrustment to others of any:
- Arising out of “property damage” to:
 - Property which is owned by, rented by, loaned, to or occupied by any insured;
 - Premises which have been sold, given away, or abandoned by the insured if the “property damage” arises out of any part of those premises;
 - Property in the care, custody, and control of any insured.

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Automobile Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Symbols	Deductible	Premium
Combined Single Limit	\$500,000	1	None	\$36,700
Medical Expense	\$5,000		Included	
Uninsured Motorist	\$50,000			
Underinsured Motorist	\$50,000			
Excess Hired	Included		Included	
Non-Owned Liability	Included		Included	
Auto Physical Liability				
Comprehensive	Actual Cash Value or Cost of Repair, whichever is less minus deductible	7, 8	\$1,000	
Collision		7, 8	\$1,000	
Garagekeepers				
Comprehensive	\$25,000		\$500/\$2,500	
Collision	\$25,000		\$1,000	

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Fleet Coverage Endorsement adds coverage for commandeered autos, newly acquired organizations, blanket additional insured wording for insured contracts, waiver of subrogation, fellow employee, extended towing coverage, extended glass coverage, rental reimbursement, communication equipment, employee vehicle deductible reimbursement, blanket loss payable clause, medical payments, hired auto physical damage, and 120-day cancellation provision
- Replacement Cost coverage for Emergency Rescue Vehicles
- Emergency Response Provider Extension Endorsement includes extended debris removal and pollution cleanup, expected or intended injury exception for damage resulting from protecting persons or property, fellow employee coverage, nonowned vehicle deductible reimbursement, additionally acquired emergency units and equipment, recertification expense, hired and substitute emergency unit physical damage, rental reimbursement, and extended towing

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement

- Pay on Behalf

Exclusions include, but are not limited to:

- Expected or Intended Injury
- Contractual
- Workers Compensation
- Employee Indemnification and Employers Liability
- Fellow Employee
- Care, Custody, or Control
- Handling of Property
- Movement of Property by Mechanical Device
- Operations
- Completed Operations
- Pollution
- War
- Racing

Endorsements include, but are not limited to:

- Package First Coverage Form
- Deductible Liability
- Medical Payments
- Freezing Coverage – Fire and Other Emergency Vehicles

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Uninsured/Underinsured Motorist selection/rejection form must be received by Underwriters prior to inception date
- Underwriters at Lloyd's, London requires that the City of Hays perform MVR reviews annually on all drivers and prior to hiring new drivers
- Signed Client Authorization to Bind Coverage

Description of Covered Auto Designation Symbols

Symbol	Description of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent, or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Umbrella or Excess Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium
Each Occurrence	\$1,000,000	\$10,000	\$8,104
Annual Aggregate	\$1,000,000		

* Premium does not include Terrorism premium of \$203.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Coverage A is follow form excess over underlying liability coverages
- Coverage B is Umbrella Liability with a \$10,000 retained limit
- Typically extends over all underlying liability coverages quoted
- Separate Aggregate Protection, commonly known as "SILO Aggregate," as respects to Coverage A only, applies the aggregate separately to each underlying coverage shown on the Umbrella declarations

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement:

- Indemnity

Exclusions include, but are not limited to:

- Alcoholic Beverages
- Automobile First Party Coverage
- Employers Liability
- Nuclear Liability
- Owned Property and Damage to "Your Products" or "Your Work"
- Product Recall
- Pollution Liability
- War
- Watercraft

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the underlying coverages for the claims definition

Notification of Injury, Damage or Claim:

- Notification of injury, damage or claim must be in accordance with F. Duties in the Event of Occurrence, Claim, or “Suit” as stated in SECTION V – CONDITIONS of this policy
- Any “insured’s” failure to comply with any of the Duties in the Event of Occurrence, Claim, or “Suit” will void any Extended Reporting Period coverage under this policy and we will promptly refund any additional premium you paid for the Extended Reporting Period coverage

Extended Reporting Period Criteria:

- Refer to the underlying coverages for the Extended Reporting Period Criteria
- We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rates
- The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance available under policies in force after the Supplemental Extended Reporting Period starts
- How Extended Reporting Periods Apply:
 - Extended Reporting Periods apply ONLY to claims for injury or damage which occur before the end of the “Policy Period” but NOT before the Retroactive Date shown in the Declarations
 - Extended Reporting Periods do NOT:
 - ◆ Extend the “Policy Period” or change the scope of coverage provided
 - ◆ Reinstate or increase the Limits of Liability applicable to any claim to which this insurance applies, except as described in subparagraph 3 of SECTION I – INSURING AGREEMENTS, C
 - Extended Reporting Periods may NOT be cancelled once in effect

Crime (Separate Option)

- Hanover Insurance Group

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Hanover

Coverage: Crime
Carrier: Hanover Insurance Group
Form Type: Discovery
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible	Premium*
Employee Theft – Per Loss ⁽¹⁾	\$500,000	\$2,500	\$1,840
Forgery or Alteration	\$100,000	\$1,000	Included
Inside the Premises – Theft Money and Securities	\$100,000	\$1,000	Included
Inside the Premises – Robbery or Safe Burglary of Other Property	\$100,000	\$1,000	Included
Outside the Premises	\$100,000	\$1,000	Included
Computer Fraud	\$100,000	\$1,000	Included
Funds Transfer Fraud	\$100,000	\$1,000	Included
Money Orders and Counterfeit Paper Currency	\$10,000	\$250	Included

* Option II: Agreement 1 at \$100,000 limit with \$1,000 deductible for \$1,505 per year.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Government Crime

Exclusions include, but are not limited to:

- Confidential Information
- Government Action
- Indirect Loss
- Legal Fees, Costs and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action

Endorsements include, but are not limited to:

- Add Faithful Performance of Duty
- Endorsement A – Delete Employee Exclusion
- Illinois Changes
- Include Treasurer or Tax Collector

⁽¹⁾ This coverage limit includes all employees, including those needing to be bonded by law unless City ordinances require separate named bonds.

City of Hays, KS

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Authorization to Bind Coverage
- Completed and Signed Application within 30 days of binding

Cyber Liability

- National Union Fire Insurance Co. of Pittsburgh, PA
- Syndicate 2623/623 at Lloyd's (Beazley)

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Option 1

Coverage: Cyber Liability
Carrier: National Union Fire Insurance Co. of Pittsburgh, PA
Form #: Claims-Made and Reported Security /Privacy and Media Liability
Form Type: Discovery – Event Management
 Occurrence Cyber Extortion
Retroactive Date: July 1, 2009
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium*
Limit of Liability	\$2,000,000	\$25,000	\$14,852
Regulatory Action Sublimit of Liability	\$250,000	\$25,000	Included
Event Management/Electronic Data Sublimits	Electronic Data – \$500,000 Event Response – \$100,000	\$25,000 \$25,000	Included
PCI-DSS Assessment	\$250,000	\$25,000	Included
Reputation Guard	\$100,000	\$0	Included
Cyber Extortion	Policy limit	\$25,000	Included

* Premium is subject to Surplus Lines Taxes and Fees. See Bindable Quote and Compensation Disclosures Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages are included where insurable by law

Statement of Defense Costs:

- Within Policy Limit (expenses erode policy limit)

Exclusions include, but are not limited to:

- Fraudulent or Criminal Acts, Errors, or Omissions of the Insured Organization (with final adjudication)
- Bodily Injury/Property Damage
- Patent Infringement

Endorsements include, but are not limited to:

- Notice of Claim (reporting by e-mail)
- Notice of Claim Provision Amendatory Endorsement (60-day post policy reporting period)
- Wrongful Act Definition Amendatory Endorsement
- Cyber Edge Risk Tool Endorsement
- Per Person Privacy Event Coverage Endorsement
- Fines and Penalties Coverage Endorsement
- Economic Sanctions Endorsement
- Choice of Panel Counsel Endorsement
- Confidential Information Definition Amendatory Endorsement

City of Hays, KS

- Criminal Reward Coverage Extension
- PCI Compliance Exclusion Endorsement – May be removed upon confirmation of PCI compliance
- Retention Amendatory Endorsement

Premium Terms:

- Minimum Premium: N/A, including
- Minimum Earned, Annual and Minimum Deposit: N/A – Except with Change of Control or purchase of ERP

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the **attached** policy form for the definition of a claim and incident or claim reporting provisions

Extended Reporting Period Criteria:

- Refer to the attached policy form for the Extended Reporting Period Criteria.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Option 2

Coverage: Cyber Liability
Carrier: Syndicate #2623/623 at Lloyd’s (Beazley)
Form #: Information Security & Privacy Insurance with Electronic Media Liability (F00106SL062012 ed.)
Form Type: Claims-Made and Reported E&O, Security/Privacy, and Internet Media Liability, Regulatory Defense and Penalties, and Cyber Extortion
 Discovery and Reported– Privacy Notification Costs, Retroactive Date: 7/1/2009

Retroactive Date: Policy Inception
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium*
Aggregate Limit	\$2,000,000	\$25,000	\$15,010
	\$2,000,000	\$25,000	
	\$1,000,000	\$25,000	Included
Information Security & Privacy Liability	Policy Limit	\$25,000	Included
Regulatory Defense & Penalties	\$250,000	\$25,000	Included
PCI Fine and Penalties	\$100,000	\$25,000	Included
Cyber Extortion Loss Aggregate Sublimit of Liability	\$2,000,000	\$25,000	Included
Crisis Management/Public Relations Expenses	Included Below	\$25,000	Included
Breach Response	Outside the Policy Limit	\$25,000	Included
Notification, Credit Monitoring, and ID Theft Services	\$500,000	\$25,000	Included

* Premium is subject to Surplus Lines Taxes and Fees. See Bindable Quote and Compensation Disclosures Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages are included where insurable by law

Statement of Defense Costs:

- Within Policy Limit (expenses erode policy limit)

Exclusions include, but are not limited to:

- Nuclear Incident Exclusion
- Sanction Limitation and Exclusion Clause
- Radioactive Contamination Exclusion
- Fraudulent or Criminal Acts, Errors, or Omissions of the Insured Organization (with final adjudication)
- Bodily Injury/Property Damage

Endorsements include, but are not limited to:

- Reliance on Another Insurance Company's Application
- Beazley Nominated Vendors Endorsement
- Amended Notice of Claim (Control Group) Endorsement
- Amend PCI Sublimit Endorsement
- Cyber Extortion Endorsement

Premium Terms:

- Minimum Premium: N/A, including
- Minimum Earned, Annual and Minimum Deposit: N/A – Except with Change of Control or purchase of ERP

Conditions of the Quote, Coverages, or Binding:

- Currently Signed and Dated Competitor's Application – within 30 days
- Years of Loss Runs (if available) – within 30 days
- Signed Client Authorization to Bind

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the **attached** policy form for the definition of a claim and incident or claim reporting provisions

Extended Reporting Period Criteria:

- Refer to the attached policy form for the Extended Reporting Period Criteria.

Airport Liability

- Old Republic Insurance Company

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Old Republic

Name Insured: City of Hays, KS
Coverage: Airport Liability
Carrier: Old Republic Insurance Company
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium*
Each Occurrence Limit	\$1,000,000	\$0	\$3,845
Products Completed Operations Aggregate Limit	\$1,000,000	\$0	
Personal and Advertising Injury Aggregate Limit	\$1,000,000	\$0	
Malpractice Aggregate Limit	\$1,000,000	\$0	
Fire Damage Limit Any One Fire	\$100,000	\$0	
Medical Expense Limit Any One Person	\$3,000	\$0	
Medical Expense Limit Any One Occurrence	\$15,000	\$0	
Hangarkeepers Limit – Any One Aircraft	\$1,000,000	\$0	
Hangarkeepers Limit – Any One Occurrence	\$1,000,000	\$0	
Nonowned Aircraft Liability	Not Covered	\$0	
Hangardkeepers Deductible			
Any One Aircraft	\$1,000	\$0	
Any One Occurrence	\$1,000	\$0	

* Premium does not include TRIA premium of \$385. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Airport Location:

- Hays Regional Airport – Hays, KS

Coverages include, but are not limited to:

- Products Completed Operations – Annual Aggregate Limit
- Personal Injury and Advertising Injury – Annual Aggregate Limit
- Malpractice – Annual Aggregate Limit
- Extended Coverage – War, Hijacking, and Other Perils – Annual Aggregate Limit
- Fire Damage Limit – Any One Fire
- Hangarkeepers

Exclusions include, but are not limited to:

- Unintentional Discrimination
- Parachuting Operations
- Noise and Pollution
- War, Hijacking, Terrorism

- TRIA
- Radioactive Contamination
- Date Recognition
- Contractual Liability
- Air Meet, Contest or Exhibition
- Control Tower
- Workers Compensation/Employers Liability

Endorsements include, but are not limited to:

- Airport Limited Enhancement Coverage Endorsements
- Volunteers Endorsement
- Trade or Economic Sanctions
- War Perils

Premium Terms:

- Premium is Fully Earned

Special Provisions:

- 90-day Notice of Cancellation – 10-day Notice for Nonpayment of Premium
- Defense is in Addition to “Each Occurrence” Limit
- Policy is not Subject to Audit

Conditions of the Quote, Coverages, or Binding:

- Terrorism Election Form for Completion Signature

Coverages for Consideration

- Coverages are highlighted here to review available coverages which you should consider. These coverages are included in the coverage section of this proposal only if quoted and highlighted as covered.
 - A proposal for any of the coverages can be provided.
 - The recommendations and considerations summarized in this section are not intended to identify all exposures.
 - If Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.
-
- Obtain certified appraisals for all buildings owned by the city to determine adequate valuations at replacement cost.

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 6-26-14

TOPIC:

Award of Bid for Replacement of Water Plant Boiler

ACTION REQUESTED:

Award contract to Shubert Heating & Air, Inc. in the amount of \$37,700 to include two HTP Elite EL-399 boilers, proposed appurtenances and two gate valves to be funded from the Utilities Department/Water Treatment Production and Distribution Projects line item.

NARRATIVE:

This budgeted project replaces a single boiler dating to 1978 with two high efficiency boilers to ensure continued heating delivery at the water treatment plant.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Bernie Kitten, Director of Utilities

ADMINISTRATION RECOMMENDATION:

Staff recommends the award of the contract as detailed.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memorandum
Spreadsheet detailing proposals received
Proposal from Shubert Heating & Air

Commission Work Session Agenda

Memo

From: Nicholas Willis, Assistant Utilities Director

Work Session: June 19, 2014

Subject: Award of Bid for Replacement of Water Plant Boiler

Person(s) Responsible: Bernie Kitten, Director of Utilities

Summary

Proposals were received for replacement of the hot water boiler at the water treatment plant. After reviewing proposals with respect to equipment efficiency, warranty, control systems, costs, references for similar boilers and the amount of space to be gained through the installation, staff recommends award of a contract to Shubert Heating & Air, Inc. in the amount of \$37,700 for the installation of two HTP Elite boilers and an add alternate of the replacement of two existing gate valves. This is a budgeted project for the water treatment plant.

Background

The existing boiler dates to 1978 and no longer has available replacement parts. It is near the end of its useful life. Due primarily to the size of the existing boiler, removal and installation of a new boiler will take about one week. Rather than risk the plant being completely without a heating source for one week, staff solicited proposals for replacement. The existing boiler will be replaced with two boilers that can operate independently of one another. This gives the heating system redundancy should one boiler break down.

Redundancy also allows for much more efficient operation on days when the full heating capacity is not needed. Additionally, the existing boiler is somewhat oversized, has an efficiency rating of 80% and should be expected to be operating at around 70% efficiency at full load based upon age. Partial load operating efficiency is likely to be well under 70%. While utility savings are expected, the primary reason for replacement is the age of equipment.

Seven proposals from four contractors were received. All appear to have met requirements for proposal submittal.

Discussion

As city staff is not intimately familiar with the hot water boiler industry and local contractor capabilities, a Request for Proposals was sent out to ascertain what the marketplace has availability. Per Hays' purchasing policy, staff evaluated the proposals as detailed below:

Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation and delivery costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

Staff spelled out the criteria for evaluation in the Request for Proposals, as follows:

1. Efficiency of new units.
2. Warranties on new units.
3. Control system proposals.
4. Cost of proposal.
5. References and reviews of boiler models in the proposals.
6. The amount of space gained through the new installation.

As boilers are long-lived, much of their life cycle cost occurs well past the initial purchase. The efficiency, warranty and controls all can have great impact of costs incurred after initial purchase. The proposal from Shubert offered the longest warranty period, has the highest operating efficiency, a control system that allows for efficient operation under varying heat loads and the lowest cost. Contractor and product references appear similar across proposals. Only the alternate offered by American Boiler appeared to have a significant amount of space made available by wall-mounting. The extra cost is not considered worth the investment.

Below is a summary of the proposals received.

Proposal Summaries					
Company	Price	Efficiency	Warranty	Alternates	Alternate Description
American Boiler & Mechanical	\$48,750	94.0%	10 Years	\$1,250	Install smaller units
Glassman Corporation	\$43,186	95.9%	12 Years		
Shubert Heating & Air, Inc.	\$36,720	95.9%	12 Years	\$980	Replace 2 gate valves
Werth Heating, Plumbing & Air Conditioning	\$38,500	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,800	95.9%	12 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	95.1%	12 Years		

Staff recommends award of the installation of gate valves as an alternate. This adds \$980 to the total cost of the project, but the existing valves are quite old and in poor to fair condition. While everything is apart is the time to change these valves out.

Legal Consideration

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

Financial Consideration

This was a budgeted item for 2014 and the recommended award is below the budgeted amount of \$55,000. Staff anticipates a reduction in total heating costs in future years as a result of this project.

Options

The City Commission has the following options:

- Award the proposal as recommended
- Award a contract for another proposal
- Reject all proposals and provide staff with further direction.

Recommendation

Award a contract in the amount of \$37,700 to Shubert Heating & Air for the replacement of the existing water treatment plant boiler with two HTP Elite EL-399 boilers and the alternate proposed to replace two gate valves.

Action Requested

Award contract in the amount of \$37,700 to Shubert Heating & Air to include two HTP Elite EL-399 boilers, proposed appurtenances and two gate valves to be funded from the Utilities Department/Water Treatment Production and Distribution Projects line item.

Supporting Documentation

Spreadsheet detailing proposals received
Proposal from Shubert Heating & Air

**Proposals Received For Boiler Replacement
Compiled by Nicholas Willis, June 6, 2014**

Company	Price	Boiler Model	Efficiency	Warranty	Alternates	Alternate Description
American Boiler & Mechanical	\$48,750	2 Lochinvar KBN401	94.0%	10 Years	\$1,250	Sub Lochinvar WHN399 units
Glassman Corporation	\$43,186	2 HTP Elite EL-399	95.9%	12 Years		
Shubert Heating & Air, Inc.	\$36,720	2 HTP Elite EL-399	95.9%	12 Years	\$980	Replace 2 gate valves
Werth Heating, Plumbing & Air Conditioning	\$38,500	2 Raypak Xfyre H7-400A	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	2 Laars NeoTherm 399	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,800	2 HTP Elite EI-399	95.9%	12 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	2 Elite Munchkin EL-399	95.1%	12 Years		

PROPOSAL
COH PROJECT NO. 2014-09
Replacement of Water Plant Boiler

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
2. The undersigned, in compliance with your Request for Proposals (RFP), dated May 9, 2014, hereby proposes to do the work called for in said RFP at the following price:

Total Dollars (\$ 36,720.⁰⁰)

Required Documents Attached	(Yes / No)
<i>Proof of Qualifications/Experience</i>	<u>Yes</u>
<i>References -</i>	<u>Yes</u>
<i>Detailed Scope of Work -</i>	<u>Yes</u>
<i>Shop drawings showing drainage, venting and location of boilers</i>	<u>Yes</u>
<i>Proof of Insurance</i>	<u>Yes</u>
<i>Proof of licensure</i>	<u>Yes</u>
Acknowledgement of Addenda/Revisions (If Any # <u>1</u> , # <u>2</u> , # <u> </u>)	<u>Yes</u>

List of exceptions to the scope of services:

Dated this 4 day of JUNE, 2014.

Signature of Proposer

[Handwritten Signature]

By

Owner / President

Title

Shubert Heating Air, Inc.

Company Name

Shubert Heating & Air, Inc.

1891 Buffalo Ave.

Hays, KS 67601

Phone: 785-623-4665

Fax: 785-623-4098



Date: 6/3/2014

Terms: Due & Payable on Receipt

A finance charge is computed on periodic rate of 1 1/2% per month which is an APR of 18% on any balance paid within 30 days

Bid For: City of Hays

RE: Water Plant Boiler

Attn: Jim Cooper

jcooper@haysusa.com

Qualification/Experience:

- 1.) Hays Middle School Safe Room Addition Hays, Ks
Geothermal System
- 2.) Trilobite Testing Hays, Ks
In Floor Heat in all Shops
- 3.) Sunrise Oil Field Supply Hays, Ks
Sealed Boiler to Heat, Diesel Fuel

References:

- 1.) Paul-Wertenberger Construction
1102 East 8th
Hays, Ks 67601
(785) 625-8220
- 2.) Commercial Builders
2717 Canal Blvd
Hays, Ks 67601
(785) 621-2737
- 3.) Architectural Solutions PA
2717 Canal Blvd Suite E
Hays, Ks 67601
(785) 621-2737
- 4.) O'Connor Company
5200 East 35th North
Wichita, Ks 67220
(316) 263-3187

Scope of Work:

This bid is to remove existing boiler system and install two twinned high efficiency boilers. I have figured on tying on to existing valves on east side of pumps and reusing existing pumps, strainers, and fill valve. I will be setting my boilers on 10" tall metal stands that are powder coated.

Material List:

2-Condensing Boilers

EL-399-NG HTP "Elite" High Efficiency Hot Water Boiler

- 67,000-399,000btu input modulating burner
- 93.2% combustion efficiency
- 4" PVC vent and combustion air inlet
- Natural gas fuel train
- 1 ½" npt supply/return connections
- Vision 1 control with outdoor reset capability and multiple boiler staging and rotating control
- Relief valve set at 30psi
- Header temperature sensor
- CSD-1 Safety control (manual reset LWCO and Aquastat)
- Iron body boiler circulating pump with 1 ½" B&G Checktrol isolation valves and check valve assembly
- Pump relay with H-O-A switch
- Weight 256#

1-Air/Dirt/Hydro Separator

549082a 3" Caleffi Hydrocal Flanged 3 in 1 air and dirt eliminator and hydraulic separator

1-Well for Header Sensor

121371a Honeywell ½" immersion well

2-10" tall metal stands

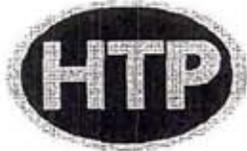
2-little giant pumps

- ✓ Fresh air will be pulled right from the room
- ✓ Two 4" PVC exhaust pipes through existing chimney and sealed off at top
- ✓ Gas as needed
- ✓ New copper piping and insulated with 1" fiberglass
- ✓ Existing housekeeping pad is to stay
- ✓ Job is Tax Exempt
- ✓ Our bid does include a factory rep to come and start up and train new owners for one day.

BID TOTAL \$36,720.00

○ **Alternate #1**

Replace the two gate valves on east side of pumps add **\$980.00 to bid total**



Elite Heating Boiler

JOB NAME: Hays Kansas Water Treatment Plant Boiler Replacement

LOCATION: Hays, KS

ARCH. / ENGR.:

WHOLESALE: Salina Supply Company

MECH. CONTRACTOR:

MODEL NUMBER: EL-399

TYPE OF GAS: Natural Gas

BTU/HR INPUT LOW - HIGH FIRE: 67,000 - 399,000btu/hr. input

NOTES: Boilers include on-board staging and rotating controls

Heat Exchanger

- All Stainless Steel 160 PSI ASME Stamped Construction
- National Board listed
- Gasketless Heat Exchanger Design
- 30 PSI Relief Valve
- Front service access to combustion chamber and burner
- Inlet and outlet temperature sensor

Combustion System

- Modulating burner with 5 to 1 turndown
- Up to 95.9% AFUE
- Up to 96.1 Thermal Efficiency
- High Grade Inconel Burner Design
- Spark Ignition
- Models Available for Natural or LP Gas
- Dual Flame monitoring (Spark and Flame probe)
- Superior condensate collection system with float switch
- Vents in Plastic PVC - CPVC - Stainless Steel - ULC S636 flexible polypropylene vent liner (chimney lining only)
- Vents up to 200 combined equivalent feet

Integrated Control System

- Digital operating control with LED display and indicators for System Pump - Boiler Pump - DHW Pump - System Fault - System operation
- Password Protected
- Outdoor reset with Indirect Priority
- Multiple 120 volt pump outputs - Boiler Pump - System Pump - DHW Pump
- 24 Volt monitoring
- 0-10 VDC input for Building Management System
- Boiler Output regulation (Adjustment of boiler output down to 50 percent of rated capacity)
- Cascade up to 8 boilers

Additional Features

- Combination Outlet Fitting to simplify connections
- 12 Year Limited Warranty
- Manual reset High temperature limit
- Adjustable leveling legs
- Field wiring board / Cascade wiring CAT 5 / CAT 3
- Dry contact for alarm output
- Low NOx emissions - SCAQMD Certified

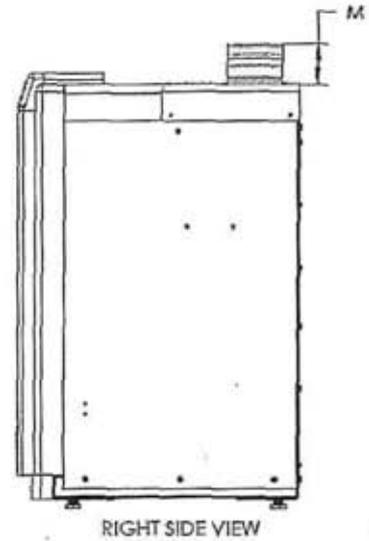
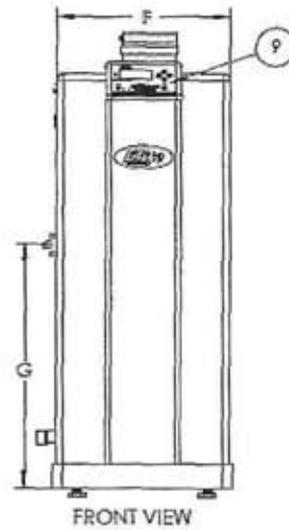
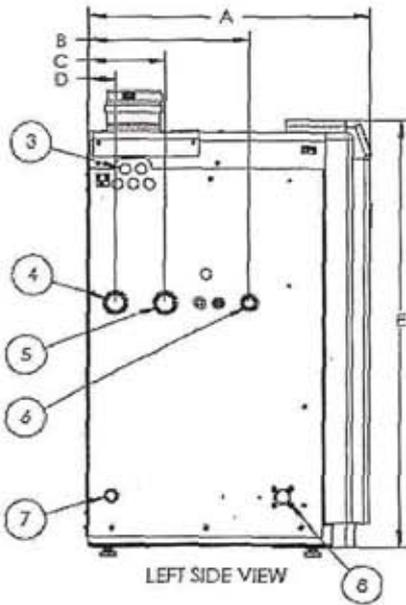
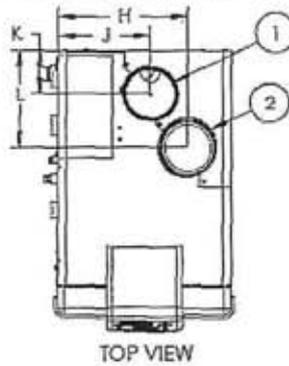
Optional

- System Sensor (Part # 7250P-324)
- Indirect Sensor (7250P-325)
- 3" Polypro Flex Vent Kit (8400P-001)
- 3" PVC Concentric Vent Kit (KGAVT0601CVT)
- 3" Stainless Steel Termination Vent Kit (V1000)
- 4" Stainless Steel Termination Vent Kit (V2000)
- 6" Stainless Steel Termination Vent Kit (V3000)
- Flow Switch (7450P-213)
- Condensate Neutralizer (7450P-212)
- U.L. 353 Compliant Low Water Cut-Off Interface Kit w/ Manual Reset (7450P-225)
- Alarm System (7350P-602) to monitor any failure
- PC Connection Cable w / Software (7350P-320)
- Wall Mount Kit (Part # 7450P-211)
- Vision II (7250P-319)
- Modbus (7350P-629)

ELITE BOILER SERIES

- EXHAUST VENT CONNECTION (1)
- COMBUSTION AIR INLET CONNECTION (2)
- ELECTRICAL CONNECTIONS (3)
- SYSTEM RETURN (4)

- (5) SYSTEM SUPPLY
- (6) RELIEF VALVE
- (7) CONDENSATE CONNECTION
- (8) GAS LINE CONNECTION
- (9) DISPLAY/CONTROL PANEL



MODEL*	A	B	C	D	E	F	G	H	J	K	L	M	SHIPPING WEIGHT
EL-299	23.75	13.50	6.38	2.25	36.50	14.50	21.00	11.00	7.88	3.63	8.50	3.00	211
EL-301	23.75	13.50	6.38	2.25	36.50	14.50	21.00	11.00	7.88	3.63	8.50	3.00	211
EL-399	30.75	20.50	9.75	2.75	36.50	14.50	21.00	11.00	7.88	3.63	8.50	3.00	256

MODEL*	MAX MBH	MIN MBH	AFUE	HEATING CAPACITY MBH	SUPPLY/RETURN	EXHAUST/AIR INLET	GAS CONNECTION
EL-299	299	60	93.0	276	1-1/4"	4"	1"
EL-301	301	60	96.1**	289			
EL-399	399	60	93.2**	372	1-1/2"		

* "N" DENOTES NATURAL GAS "LP" DENOTES PROPANE

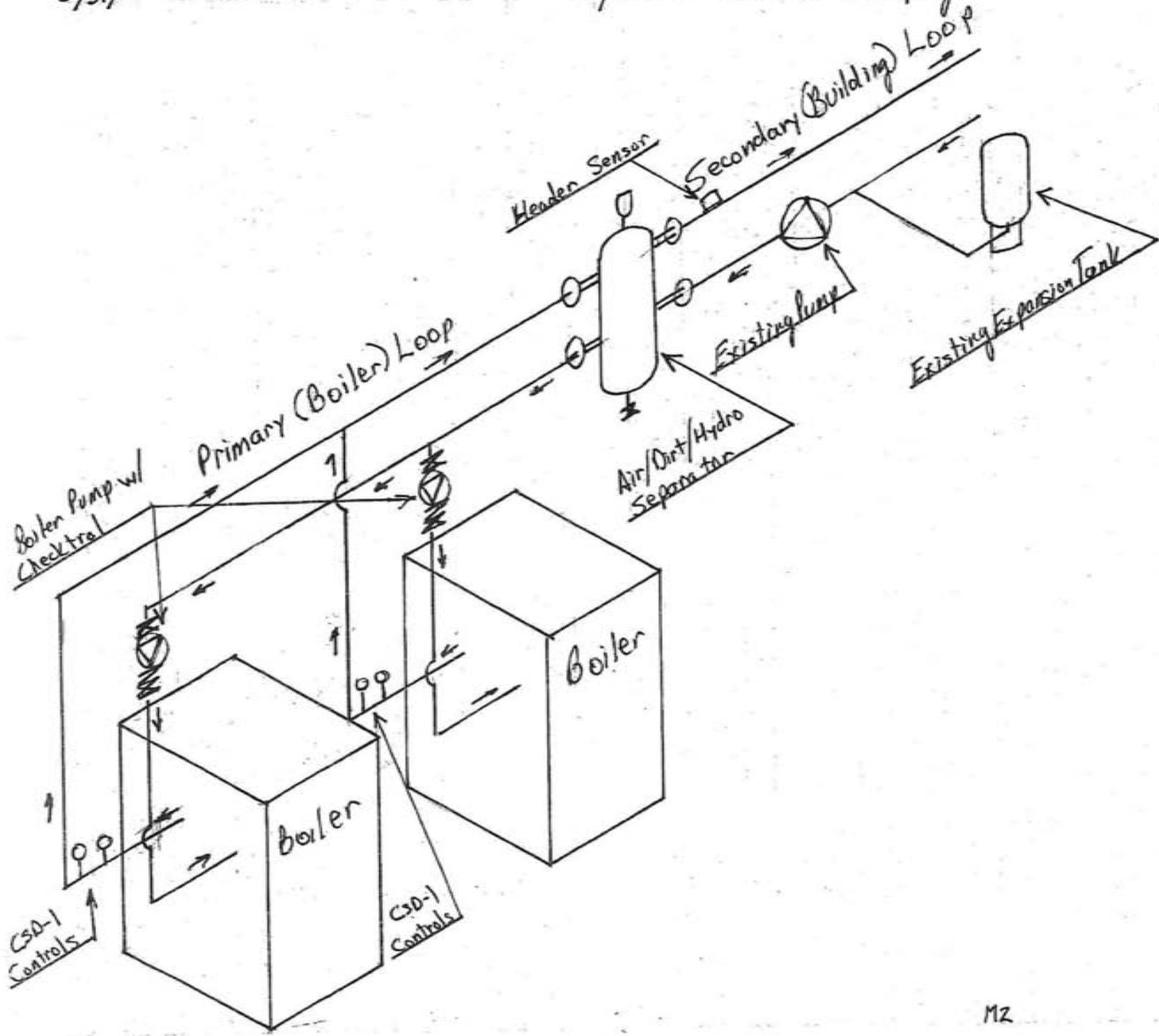
** THERMAL EFFICIENCY (NOT AFUE)

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE

LP-285-B
02/05/14

5/31/14

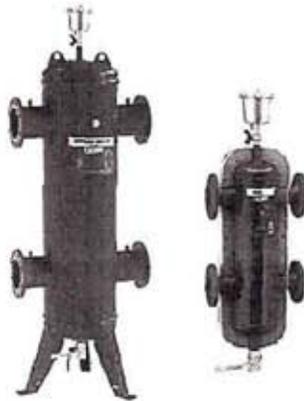
Hay's Water Plant Boiler Piping



HydroCal™ combination hydraulic, air and dirt separator

549 and NA549 series

CALEFFI



Function

The Caleffi HydroCal™ combination hydraulic, air and dirt separator is a device that combines high performance air and dirt removal with hydraulic separation. Primary and secondary circuits connected to it become hydraulically decoupled thus eliminating pump conflict.

A proven, time tested stainless steel internal coalescing element continuously and automatically eliminates all entrained air, including microbubbles, in the system. Air discharge capacity is very high. Over time, dirt particles as tiny as 5 microns are captured and collected away from the flow stream.

The 3 in 1 high performance functionality of the HydroCal™ saves system installation and maintenance cost as there is no need to include separate air and dirt separators. It can be used on either hot or chilled water systems.

Product range

- 549 series HydroCal™ hydraulic, air and dirt separator in steel with flanged connections, drain and insulation connections 2–4" ANSI
- NA549 series HydroCal™ hydraulic, air and dirt separator in steel with flanged connections, drain and insulation, ASME and CRN connections 2–4" ANSI
- NA549 series HydroCal™ hydraulic, air and dirt separator in steel with flanged connections and drain, ASME and CRN connections 6–12" ANSI

Technical specifications

- Connections**
- flanged: 2–12" ANSI B16.5 150 CLASS RF
 - drain valve: 2–6": 1-1/4" NPT female
 - 8–12": 2" NPT female
 - thermometer pockets: 1/2" (8–12" only)
 - front center: 3/4" NPT female
 - inlet/outlet flanges: 1/2" NPT female
- Materials**
- separator body: epoxy resin painted steel body
 - air vent body: brass
 - shut-off and drain valve body: brass
 - internal element: stainless steel
 - air vent seal: VITON
 - air vent float: stainless steel

Performance

- Suitable fluids: water and non-hazardous glycol solutions up to 50%
- Max. operating pressure: 150 psi (10 bar)
- Temperature range: - with insulation 32–220°F (0–105°C)
- without insulation 32–250°F (0–120°C)
- Particle separation capacity: to 5 µm

Agency approval

Series NA549 is designed and built in accordance with Section VIII, Division 1 of the ASME Boiler and Pressure Vessel Code and tagged and registered with the National Board of Boiler and Pressure Vessel Inspector, and CRN registered.

Technical specifications of insulation

Inner part

- Material: rigid closed cell expanded polyurethane foam
- Thickness: 2-3/8" (60 mm)
- Density: 3 lb/ft³ (45 kg/m³)
- Conductivity (ISO 2581): 0.16 BTU-in/hr-ft²·°F (0.023 W/(m·K))
- Temperature range: 32–220°F (0–105°C)

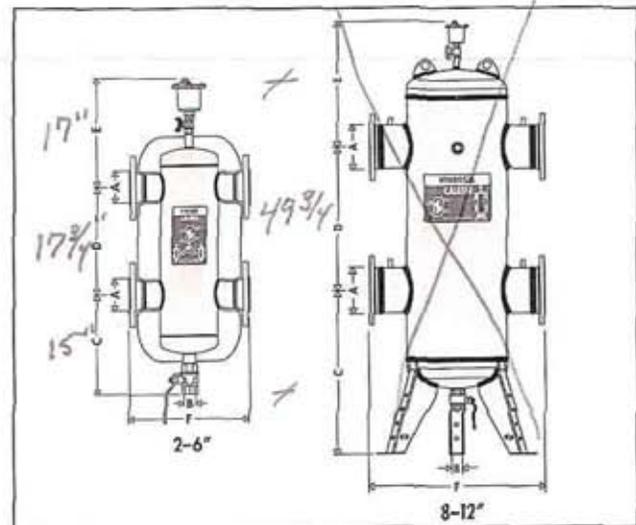
Outer part

- Material: embossed aluminium
- Thickness: 7-mil (0.70 mm)
- Fire resistance (DIN 4102): class 1

Head covers

- Heat formed material: PS

Dimensions



Code	A	B	C	D	E	F	Wt. (lbs.)	Flow (gpm)	Vol (gal.)
549052A	2"	1 1/4"	13"	13"	15"	14"	73	37.3	4.0
549062A	2 1/2"	1 1/4"	13"	13"	15"	14"	79	63	4.0
549082A	3"	1 1/4"	15"	17 1/4"	17"	13"	108	95.5	8.0
549102A	4"	1 1/4"	15"	17 1/4"	17"	15"	117	149	8.0
NA549160A*	6"	1 1/4"	15"	22"	19"	25"	231	380	23.2
NA549200A*	8"	2"	33 1/2"	39 1/2"	27 1/2"	35 1/2"	520	825	95.0
NA549250A*	10"	2"	33 1/2"	43 1/2"	30"	41 1/4"	725	1,030	175
NA549300A*	12"	2"	33 1/2"	47 1/2"	31 1/2"	47 1/4"	1,100	1,650	285

*Without insulation

NA prefix indicates ASME tagged and registered with the National Board of Boiler and Pressure Vessel Inspectors and CRN registered.

Add NA prefix to 2" to 4" flanged connection for ASME approved, CRN registered.

Operating principle

Hydraulic separation

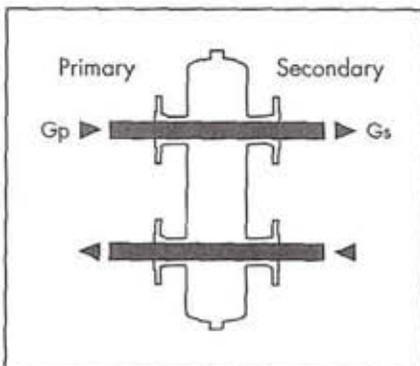
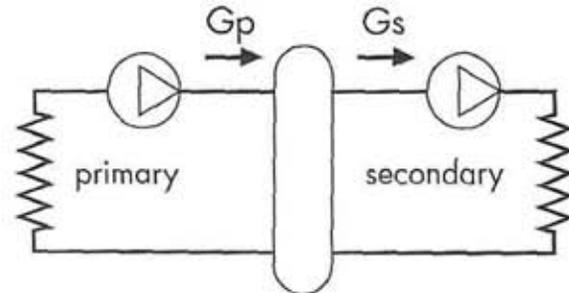
When a single system contains a primary production circuit, with its own pump, and a secondary user circuit, with one or more distribution pumps, operating conditions may arise in the system whereby the pumps interact, creating abnormal variations in circuit flow rates and pressures. The hydraulic separator creates a zone with a low pressure loss, which enables the primary and secondary circuits connected to it to be hydraulically independent of each other; **the flow in one circuit does not affect flow in the other.**

In this case, the flow rate in the respective circuits depends exclusively on the flow rate characteristics of the circuit pumps, preventing reciprocal influence caused by connection in series. Therefore, using a device with these characteristics means that the flow in the secondary circuit only circulates when the relevant pump is on, permitting the system to meet the specific load requirements at that time.

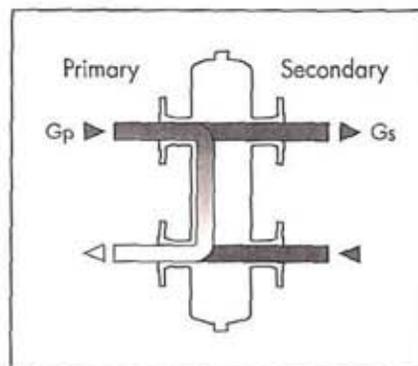
When the secondary pump is off, there is no circulation in the secondary circuit; the whole flow rate produced by the primary pump is by-passed

through the separator. With the hydraulic separator, it is therefore possible to have a primary production circuit with a constant flow rate and a secondary distribution circuit with a variable flow rate; these operating conditions are typical of modern heating and cooling systems.

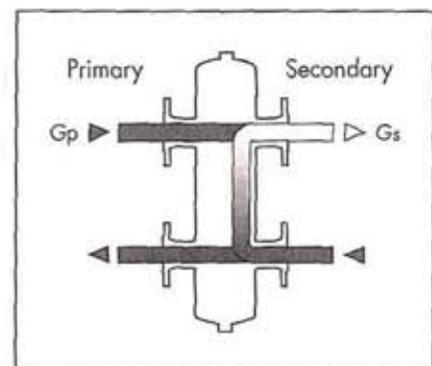
Three possible hydraulic balance situations are shown below.



$G_{\text{primary}} = G_{\text{secondary}}$



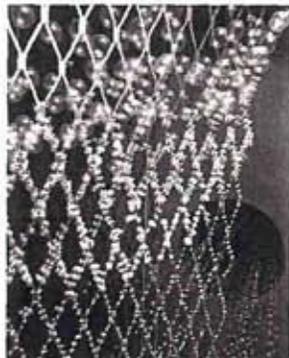
$G_{\text{primary}} > G_{\text{secondary}}$



$G_{\text{primary}} < G_{\text{secondary}}$

Microbubble air separation

The HydroCal's internal element (1) creates the whirling movement required to facilitate the release of microbubbles and their adhesion to the internal element surfaces. The bubbles, fusing with each other, increase in size until the hydrostatic thrust overcomes the adhesion force to the mesh. They rise towards the top of the unit from which they are released through a float-operated automatic air vent.

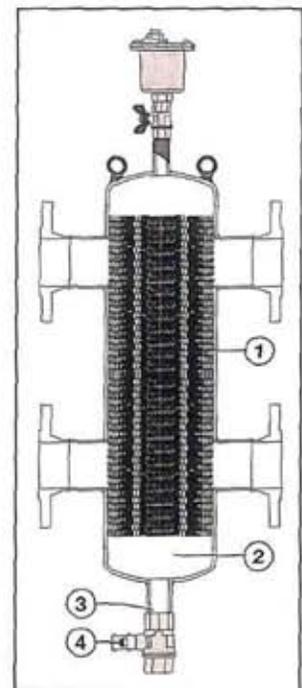


Microparticle dirt separation

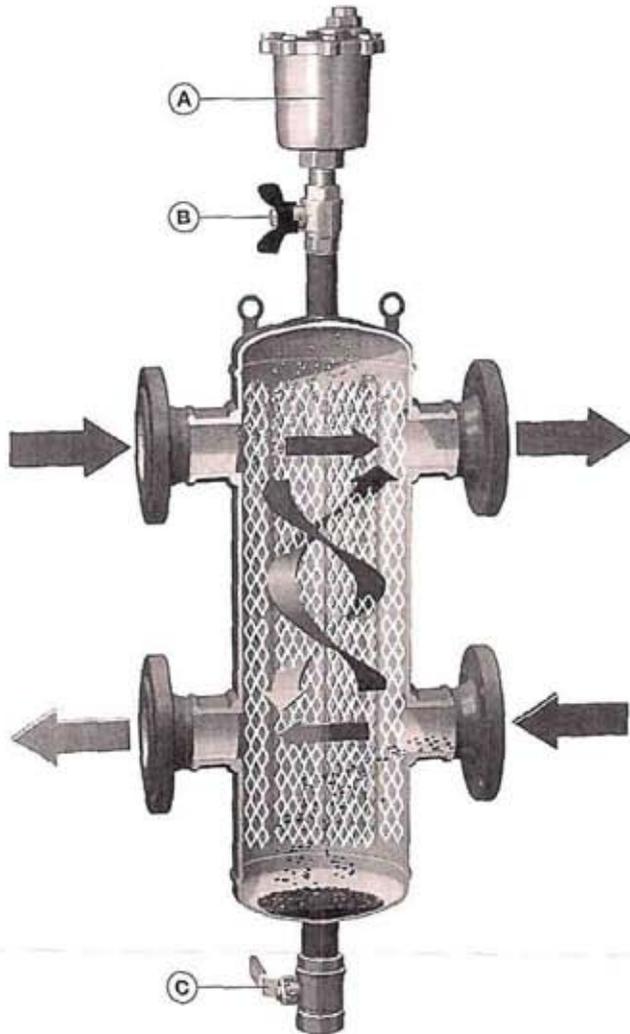
Impurities in the fluid upon striking the surfaces of the HydroCal's internal element (1), get separated and drop to the bottom of the body (2) where they collect.

In addition, the large internal volume of HydroCal™ slows down the flow speed of the fluid thus helping, by gravity, to separate the particles it contains.

The collected impurities are discharged, by opening the drain valve (3) with the handle (4), even with the system operating.



Construction details



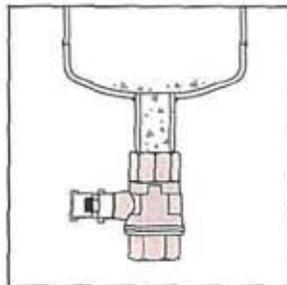
Isolating the air vent valve

The air vent (A), replacement part number 501502A, is isolated manually, using a shut-off ball valve (B), replacement part number NA39589.

Dirt removing element

The HydroCal™ dirt removing element separates and collects any impurities present in the system.

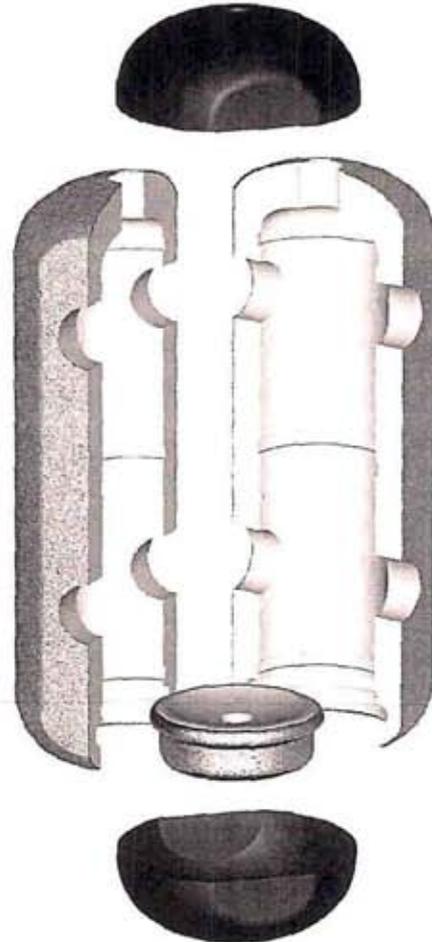
These impurities are removed by the drain valve (C) replacement part number NA39588 for connection sizes 2-6"; NA59800 for connection size 8-12", which can be connected to a discharge pipe, at the bottom of the separator.



Insulation

The HydroCal™ is available complete with a hot preformed insulation shell. In the flanged series, sizes 2" to 4", the insulation is made of a shell in expanded polyurethane foam covered with an aluminium layer. This insulation ensures not only perfect heat insulation but also the tightness required to prevent atmospheric water vapors from entering the unit. For these reasons, this type of insulation can also be used in cooling water circuits, as it prevents the formation of condensate on the surface of the separator body.

NOTE: insulation shells are not available for sizes 6" through 12".

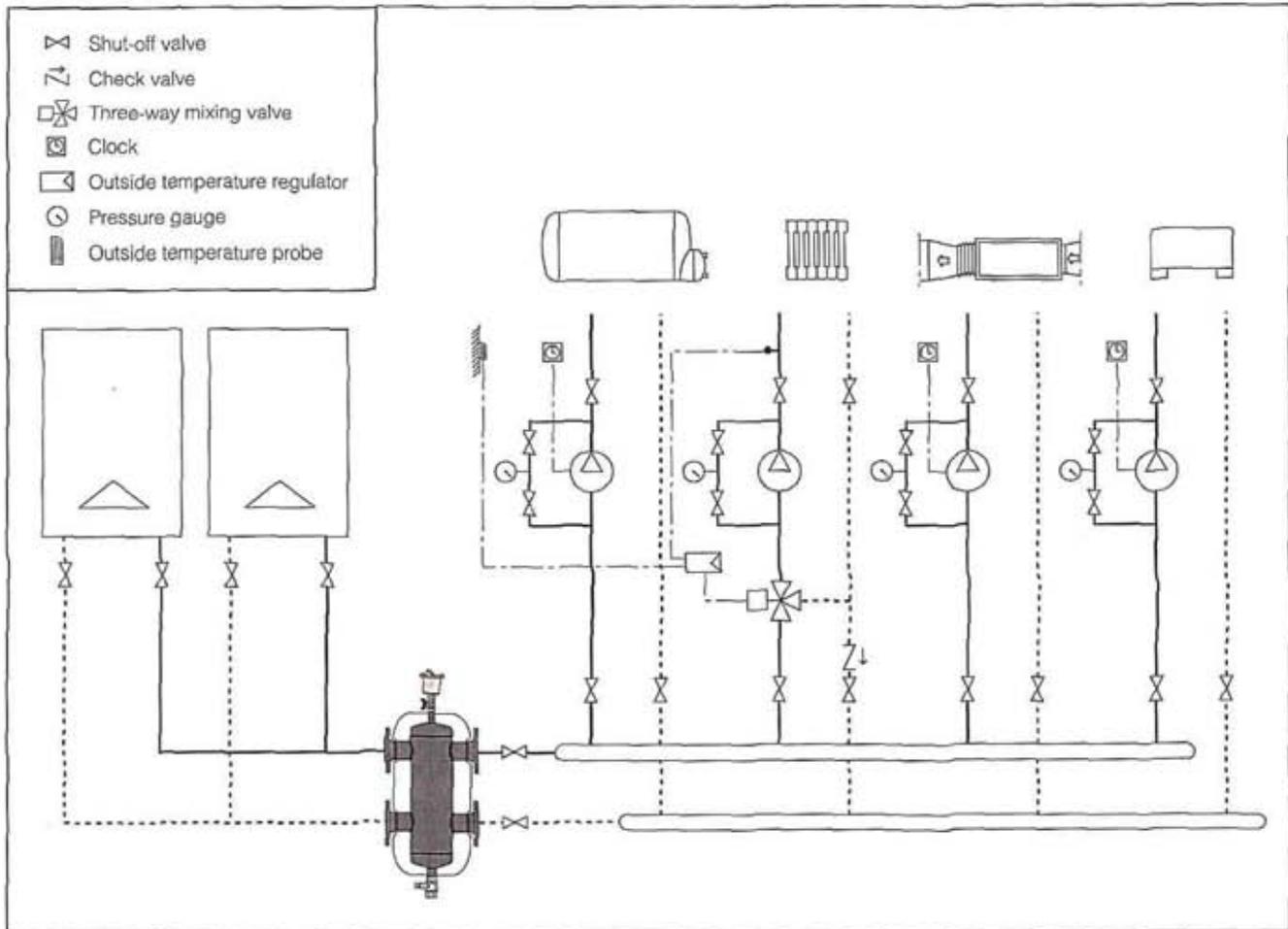


Hydraulic characteristics

The HydroCal™ should be sized according to the maximum flow rate value at the inlet. The selected design value is the primary circuit flow rate, or secondary circuit flow rate, whichever is largest.

Size	2"	2½"	3"	4"	6"	8"	10"	12"
gpm	37.3	63	95.5	149	380	625	1030	1650
m³/h	8.5	14	22	34	86	142	302	420
l/s	2.3	4.0	6.0	9.4	24	40	83	117

Application diagram



SPECIFICATION SUMMARIES

HydroCal™ 549 series

Combination hydraulic, air and dirt separator. ANSI B16.5 CLASS 150 RF flanged connections 2", 2-1/2", 3" and 4". Epoxy resin painted steel body. Temperature range of 32–250°F (0–120°C) with insulation. Glycol maximum 50%. Max. working pressure 150 psi (10 bar). Supplied with: automatic air vent with 3/4" NPT female outlet connection and brass body. Brass body 3/4" NPT female shut-off ball valve for air vent. Drain ball valve brass body with 1-1/4" NPT female connection. Rigid closed cell expanded polyurethane foam shell insulation with external embossed aluminium cover for 2, 2-1/2, 3 and 4 inch sizes.

HydroCal™ NA549 series

Combination hydraulic, air and dirt separator. ANSI B16.5 CLASS 150 RF flanged connections 2", 2-1/2", 3", 4", 6", 8", 10" and 12". Epoxy resin painted steel body. Temperature range of 32–250°F (0–120°C) with insulation. Max. working pressure 150 psi (10 bar). Supplied with: automatic air vent with 3/4" NPT female outlet connection and brass body. Brass body 3/4" NPT female shut-off ball valve for air vent. Drain ball valve brass body with 1-1/4" NPT female connection for separator sizes 2–6"; 2" NPT female connections for separator size 8–12". For separator size 8–12" only thermometer pocket well on front center 3/4" NPT female; and on inlet/outlet flanges 1/2" NPT female. Rigid closed cell expanded polyurethane foam shell insulation with external embossed aluminium cover for 2, 2-1/2, 3 and 4 inch sizes. The separator is designed and built in accordance Section VIII, Division 1 of the ASME Boiler and Pressure Vessel Code and tagged and registered with the National Board of Boiler and Pressure Vessel Inspector, and CRN registered.

We reserve the right to change our products and their relevant technical data, contained in this publication, at any time and without prior notice.



Caleffi North America, Inc.
3883 W. Milwaukee Road
Milwaukee, WI 53208
Tel: 414-238-2360 · Fax: 414-238-2366
sales@caleffi.com · www.caleffi.us
© Copyright 2013 Caleffi North America, Inc.

Hays, Kansas
ADDENDUM NO. 1
TO THE PROPOSAL

Replacement of Water Plant Boiler
COH Project 2014-09

TO BE BID: June 4, 2014

The following changes/additions shall be made to the Contract Documents:

1. The contractor will also provide and install an appropriately sized high efficiency Micro-bubble air separator on the system supply line, and an appropriately sized high efficiency Dirt Separator on the system return line. The air and dirt separator can be integrated into a Hydro-separator. Both the air and dirt separator or hydro-separator shall have an internal mesh element of stainless steel.

Each bidder is required to acknowledge receipt of this Addendum by his or her signature affixed hereto and to file same with and attached to his or her bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal can be considered an invalid Proposal.

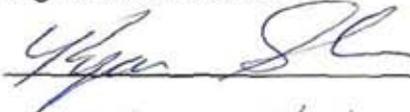
May 21, 2014

Jim Cooper
Superintendent of Utilities Water
City of Hays

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.

Date June 4

Signature of Bidder



By Ryan Shubert

Title owner

Hays, Kansas
ADDENDUM NO. 2
TO THE PROPOSAL

Replacement of Water Plant Boiler
COH Project 2014-09

TO BE BID: June 4, 2014

The following changes/additions shall be made to the Contract Documents:

1. Addendum No. 1 reads "The contractor will also provide and install an appropriately sized high efficiency Micro-bubble air separator on the system supply line, and an appropriately sized high efficiency Dirt Separator on the system return line. The air and dirt separator can be integrated into a Hydro-separator. Both the air and dirt separator or hydro-separator shall have an internal mesh element of stainless steel."

Addendum No. 2 has been modified to read:

1. The contractor will also provide and install an appropriately sized high efficiency Micro-bubble air separator on the system supply line, and a 3" Air & Dirt Separator on the system return line. The air and dirt separator can be integrated into a Hydro-separator. Both the air and dirt separator or hydro-separator shall have an internal mesh element of stainless steel.

Each bidder is required to acknowledge receipt of this Addendum by his or her signature affixed hereto and to file same with and attached to his or her bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal can be considered an invalid Proposal.

May 28, 2014

Jim Cooper
Superintendent of Utilities Water
City of Hays

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.

Date June 4

Signature of Bidder

Ryan Shubert

By Ryan Shubert

Title owner

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 6-26-14

TOPIC:

Hays Regional Airport Terminal Renovation – FAA Grant Agreement

ACTION REQUESTED:

Authorize the City Manager to enter the Agreement with FAA for the grant funding of \$920,133 of the costs for the construction and construction engineering of the terminal improvements with city match of \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund.

NARRATIVE:

On May 22, 2014, the City Commission approved the bid from Paul Wertenberger Construction for Airport Terminal Construction/Remodel Contingent on receipt of a Federal Aviation Administration match grant. The FAA Regional Office has authorized a grant for the Airport in the total amount for construction and construction engineering of \$1,385,185 with FAA paying \$918,783 and the City share of \$466,402.

Staff recommends accepting the grant offer from FAA with City match as: \$203,407 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund and direct the City Manger to enter into agreement with Paul Wertenberger Construction for the base bid plus alternates #1 and #8 totaling \$1,220,185.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
ID Creech, Director Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends the Governing Body accept the FAA grant funding with match via \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund and direct Staff to do all things necessary to complete the project.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Grant Agreement

Commission Work Session Agenda

Memo

From: ID Creech, Director Public Works

Work Session: June 19, 2014

Subject: Hays Regional Airport – Terminal Construction/
Remodel – FAA Grant Agreement

Person(s) Toby Dougherty, City Manager
Responsible: ID Creech, Director Public Works

Summary

On May 22, 2014, the City Commission approved the bid from Paul Wertenberger Construction for Airport Terminal Construction/Remodel Contingent on receipt of a Federal Aviation Administration match grant. The FAA Regional Office has authorized a grant for the Airport in the total amount for construction and construction engineering of \$1,385,185 with FAA paying \$918,783 and the City share of \$466,402.

Staff recommends accepting the grant offer from FAA with City match as: \$203,407 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund and direct the City Manger to enter into agreement with Paul Wertenberger Construction for the base bid plus alternates #1 and #8 totaling \$1,220,185.

Background

The existing terminal building was constructed in 1991 and requires multiple updates to be compliant with current code requirements. Improvements will include modernization of the existing heating/air conditioning (HVAC) system, utility closet and incorporating Americans with Disabilities Act (ADA) requirements to existing lavatory facilities. Many of these improvements will also result in less energy consumption and lower utility and maintenance costs. In addition, the capacity of the Transportation Security Administration's (TSA) passenger secure holding area would be increased in size with rest rooms also constructed in the secure area.

On June 13, 2013, the Governing Body adopted a motion to authorize City Manager to submit an application for federal assistance for the engineering of Airport Terminal Improvements for the Hays Regional Airport.

Design was finalized with bid documents distributed April 7, 2014 and bid opening April 30, 2014 with Paul Wertemberger as apparent low bidder. On May 22, 2014, the Governing Body authorized Staff to submit grant application to FAA for construction and construction engineering on this project.

Discussion

Application was forwarded to the FAA on May 23, 2014 with return grant authorization from FAA received June 10, 2014. Grant is in the amount of \$920,133 from FAA with City match requirement of \$466,552.

If the grant is accepted by the Governing Body, a contract with Paul Wertemberger Construction can be approved to begin the construction phase.

Legal Consideration

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

Financial Consideration

The City’s match cost for accepting this grant is:

FEDERAL AVIATION ADMINISTRATION AIP GRANT	\$920,133	
Airport Improvement Fund		203,557
Airport Operating Fund		60,800
Capital Projects Fund		202,195
City’s Total Match Requirement		\$466,552

Options

The City Commission has the following options:

- Accept the grant from FAA;
- Reject the grant from FAA;
- Direct Staff to some other option;
- Do nothing

Recommendation

Staff recommends the Governing Body accept the FAA grant funding with match via \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund and direct Staff to do all things necessary to complete the project.

Action Requested

Authorize the City Manager to enter the Agreement with FAA for the grant funding of \$920,133 of the costs for the construction and construction engineering of the terminal improvements with city match of \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund.

Grant Agreement

Supporting Documentation



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	JUN 10 2014
Airport/Planning Area	Hays Regional Airport
AIP Grant Number	3-20-0028-031-2014
DUNS Number	039929120

TO: City of Hays, Kansas
(herein called the "Sponsor")

FROM: The United States of America
(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 22, 2014, for a grant of Federal funds for a project at or associated with the Hays Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hays Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Terminal Building (Renovation and Expansion)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay **90 percent** of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$920,133**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$ -0- for planning
 - \$920,133** for airport development or noise program implementation
 - \$ -0- for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 21, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect;or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated June 6, 2008, filed with AIP Project 3-20-0028-17, is incorporated herein by reference.

SPECIAL CONDITIONS

- SC1. **Plans & Specifications Approval Based Upon Certification:** The FAA and the Sponsor agree that the FAA approval of the Sponsor’s Plans and Specification is based primarily upon the Sponsor’s certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- 1) The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - 2) The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
 - 3) If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
- SC2. **Non-AIP Work in Application:** The Sponsor understands and agrees that:
- 1) the Project Application includes the planning and/or construction of **the ineligible area of the Terminal Rehabilitation (Renovation and Expansion)** project that is not being funded with any Federal funding in this project;
 - 2) although the Sponsor has estimated a total project cost of **\$1,386,685**, the total allowable cost for purposes of determining federal participation will not exceed **\$1,022,370**;
 - 3) it must maintain separate cost records for the AIP and non-AIP work;
 - 4) all cost records must be made available for inspection and audit by the FAA;
 - 5) within 30 days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate to the FAA depicting the AIP and non-AIP costs and a revised cost estimate depicting only AIP project costs;
 - 6) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and
 - 7) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed **\$1,022,370**, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jim A. Johnson

(Typed Name)

Manager, Airports Division

(Title)

PART II – ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____

Hays Regional Airport, Hays,
Kansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: _____

(Printed Name of Sponsor's Designated Official Representative)

Title: _____

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

this _____ day of _____,

By -----
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106 _____ CFDA Title: <u>Airport Improvement Program</u>
12. Funding Opportunity Number: _____ Title: _____
13. Competition Identification Number: _____ Title: _____
14. Areas Affected by Project (Cities, Counties, States, etc.): City of Hays, Kansas at the Hays Regional Airport
*15. Descriptive Title of Applicant's Project: Terminal Building Renovation and Addition.
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 1

*b. Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: June 1, 2014

*b. End Date: May 31, 2015

18. Estimated Funding (\$):

*a. Federal	_____	\$920,133.
*b. Applicant	_____	\$466,552.
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$1,386,685.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr _____ *First Name: I. D. _____
 Middle Name: _____
 *Last Name: Creech _____
 Suffix: _____

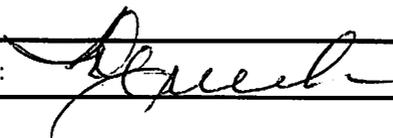
*Title: Director of Public Works

*Telephone Number: 785-628-7350

Fax Number: 785-628-7352

* Email: idcreech@haysusa.com

*Signature of Authorized Representative:



*Date Signed:

5/22/2014

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Not Applicable.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes No

Name of Governing Body:
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one: State
Local
Regional

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:
Location of Federal Land:
Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes No

Number of:
Individuals:
Families:
Businesses:
Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Terminal Building Renovation and Addition project is an AIP eligible project and will be located within the limits of the Hays Regional Airport.

2. **Defaults.** - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. **Possible Disabilities.** - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. **Consistency with Local Plans.** - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. **Consideration of Local Interest** - It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes.

7. **Public Hearings.** - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

This project is associated with an AIP approved project. As a result, no public hearings will be required.

8. **Air and Water Quality Standards.** - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Agreed as applicable.

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A" updated June 6, 2008, filed with AIP Project No. 3-20-0028-17 is incorporated herein by reference:

AIRPORT PROPERTY ACQUISITION TABLE					
EXISTING AIRPORT PROPERTY					
TRACT	PROPERTY INTEREST	CURRENT PROPERTY OWNER/INTEREST	FEDERAL GRANT NUMBER	ACQUISITION DATE	ACREAGE
C	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-5801	November 18, 1957	309.98
A-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-C705	October 4, 1966	28.35
A-2	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-C705	October 4, 1966	12.27
A-3	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-C705	July 15, 1966	0.80
B	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	June 11, 1988	0.284
C-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 12, 1988	2.32
D-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 12, 1988	4.271
F	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 15, 1987	51.284
O-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 23, 1986	39.93
O-3	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 20, 1988	0.368
U	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 20, 1988	7.911
T	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-*	November 6, 1992	73.381
H	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	June 29, 1999 (RE-RECORDED)	13.40
V	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-11	June 29, 1999	97.701
W	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-11	June 29, 1999	18.772
X	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-11	June 15, 2000	20.124
Y-1	Avigation Easement	HAYS REGIONAL AIRPORT	3-20-0028-17	April 24, 2008	2.160
Y-2	Avigation Easement	HAYS REGIONAL AIRPORT	3-20-0028-17	February 6, 2007	1.382
Z	Avigation Easement	HAYS REGIONAL AIRPORT	3-20-0028-02	N/A	22.841
* Tract T (44 Acres FAA Eligible) 18.4 Acres Encumbered AIP 3-20-0028-11, 25.6 Acres Encumbered AIP 3-20-0028-12					

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not applicable for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

Not applicable for this project.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No.....
- 2. Functional or Other Breakout

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$1,500.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$0.00
5. Other Architectural engineering fees			\$0.00
6. Project inspection fees			\$165,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement (Base Bid, Alt1, Alt3)			\$1,220,185.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$1,386,685.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$1,386,685.00
17. Less: Ineligible Exclusions			(\$364,315.00)
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$1,022,370.00
20. Federal Share requested of Line 19 (90%)			\$920,133.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$920,133.00
23. Grantee share			\$466,552.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$1,386,685.00

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Bid Alternate 1: Provide Exist Roof with Additional Insulation	\$ 17,325.00	\$
b. Bid Alternate 8: Installation & Removal of Temp. Hold Room Wall	14,000.00	
c. Construction Phase Services (Not Eligible)	56,100.00	
d. Prorated Costs (34% of \$681,00): Base Bid Line Items (Not Eligible) (Items 2, 3, 11, 12, 13 & 16)	231,540.00	
e. Base Bid Line Items (Not Eligible) (Items 10, 14 & 15)	45,350.00	
f.		
g. Totals	\$ 364,315.00	\$ 0.00
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share (Cash)		\$ 466,552.00
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		466,552.00
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 466,552.00
SECTION E - REMARKS		
PART IV PROGRAM NARRATIVE (Attach - See Instructions)		

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Terminal Building Renovation and Addition.

AIRPORT : Hays Regional Airport

1. Objective: The existing terminal building was constructed in the late 1980's. The proposed project will update portions of the existing facility and include a building addition. The addition will accommodate the current and anticipated future needs of the traveling public.

2. Benefits Anticipated: The completed project will result in more energy efficient and cost effective systems, comply with ADA requirements and safely separate queued passengers from the non-traveling public.

3. Approach : *(See approved Scope of Work in Final Application)*

The construction will adhere to the construction drawings and project manual.

4. Geographic Location:

Construction will take place at the Hays Regional Airport located in Hays, Kansas.

5. If Applicable, Provide Additional Information:

Organizations participating on the project include: Sponsor – City of Hays, Kansas, Consultant – Burns & McDonnell Engineering Company, Federal Agency – Federal Aviation Administration and Contractor – Paul Wertenberger Construction.

6. Sponsor's Representative: *(include address & telephone number)*

Mr. I. D. Creech

Director of Public Works

1507 Main Street, P.O. Box 490

Hays, Kansas 67601

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

City of Hays

(Sponsor)

Hays Regional Airport

(Airport)

3-20-0028-31

(Project Number)

Description of Work:

Terminal Building Renovation and Addition

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

- | | Yes | No | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. | | | |
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted: | | | |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. | | | |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I. D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

5/22/2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

City of Hays, Kansas
(Sponsor)

Hays Regional Airport
(Airport)

3-20-0028-31
(Project Number)

Description of Work:
Terminal Building Renovation and Addition

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I.D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

5/22/2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Hays, Kansas
(Sponsor)

Hays Regional Airport
(Airport)

3-20-0028-30
(Project Number)

Terminal Renovation and Addition Project *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

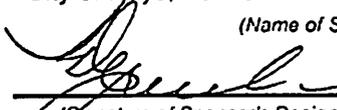
	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I. D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

April 29, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

EQUIPMENT/CONSTRUCTION CONTRACTS

City of Hays, Kansas

Hays Regional Airport

3-20-0028-30/31

(Sponsor)

(Airport)

(Project Number)

Description of Work

Terminal Building Renovation and Addition

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A code or standard of conduct is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was or will be publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes or will describe:			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was or will be obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require or will require the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain or will contain provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain or will contain the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain or will contain appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain or will contain clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I. D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

May 7, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Hays, Kansas

(Sponsor)

Hays Regional Airport

(Airport)

3-20-0028-31

(Project Number)

Description of Work:

Terminal Building Renovation and Addition

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

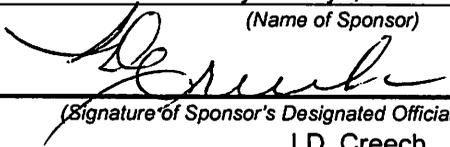
	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I.D. Creech

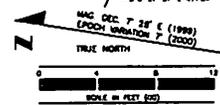
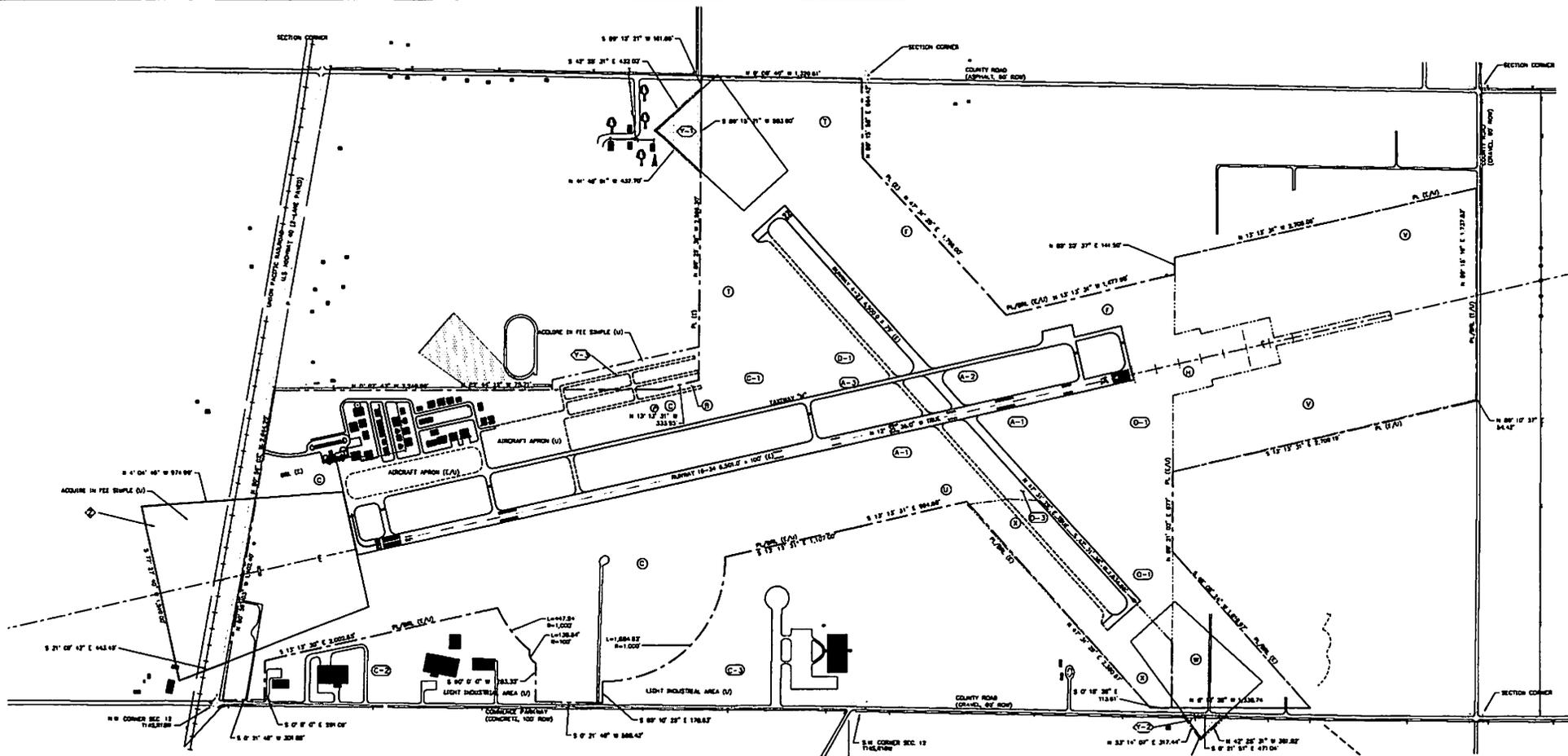
(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

5/22/2014

(Date)



AIRPORT PROPERTY ACQUISITION TABLE					
INDEX	PROPERTY INTEREST	COUNTY	PROPERTY OWNER/INTEREST	DISTINGUISHING PROPERTY	
				FEDERAL SPACEL NUMBER	ACQUISITION DATE
(A)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1801	11/19/07	326.95
(A-1)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1800	10/24/08	38.33
(A-2)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1805	10/24/08	12.27
(A-3)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1803	7/13/09	0.80
(A-4)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-80	8/11/08	0.294
(A-5)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-82	7/13/08	2.32
(A-6)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-83	7/13/08	4.211
(A-7)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-84	7/13/08	51.294
(A-8)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-85	7/13/08	38.83
(A-9)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-86	7/29/08	0.388
(A-10)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-87	7/29/08	7.811
(A-11)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-88	11/24/07	73.381
(A-12)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-89	8/29/09, PLE-RECORDED	13.40
(A-13)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-111	8/21/07	43.205
(A-14)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-111	8/21/07	68.772
(A-15)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-111	8/13/07	20.124
(A-16)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0008-117	7/24/07	8.192
(A-17)	INDUSTRIAL LEASEHOLD	HAYS REGIONAL AIRPORT	3-30-0008-117	7/24/07	3.292
(A-18)	INDUSTRIAL LEASEHOLD	HAYS REGIONAL AIRPORT	3-30-0008-02	N/A	52.841

AIRPORT PROPERTY RELEASED FROM GRANT OBLIGATIONS				
AREA	ARTICLE (S)/ACTIVITY	COUNTY	PROPERTY OWNER/INTEREST	REMARKS
(A)	1993	THE CITY OF HAYS AND THE ELIAS COUNTY ECONOMIC DEVELOPMENT CORPORATION	INDUSTRIAL PARK	57.68
(A)	1993	THE CITY OF HAYS AND THE ELIAS COUNTY ECONOMIC DEVELOPMENT CORPORATION	INDUSTRIAL PARK	43.46

LEGEND	
(A) (U)	AIRPORT PROPERTY LINE-CUSTOM (U)
---	PROPERTY TRACT LINE
---	AVIATION EASEMENTS (U)

AIP 3-20-0028-15/16

3	8-09-08	Adoption Local Form P-1	6/6/08	DDP
2	3-23-07	Adoption Local Form P-2	6/6/08	DDP
1	3-23-04	Purchased from E. H. & J.	8/1/04	JAN
06	0000	ISSUES	00	000000

CITY OF HAYS, KANSAS

HAYS REGIONAL AIRPORT

EXHIBIT "A"

DESIGNED BY P/AN	DATE 8-8-00	PROJECT NO. 3-20-0028-11
DRAWN BY J/P/W	DATE 8-13-00	JOB NO. 20-387
CHECKED BY J/W	DATE 8-23-00	SCALE 1/4" = 10'

STANDARD DOT TITLE VI ASSURANCES

The City of Hays, Kansas (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

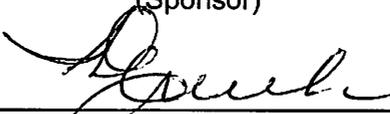
1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 5/22/2014

City of Hays, Kansas
(Sponsor)
By 
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ASSURANCES Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures¹⁴ CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014, unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- c. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.
- d. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- e. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- f. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- c. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an

approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of

this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 9

MEETING DATE: 6-26-14

TOPIC:

Hays Regional Airport Terminal Renovation – Construction Engineering Agreement

ACTION REQUESTED:

Approve the Work Authorization from BMcD in the amount of \$165,000, and authorize the City Manager to execute Authorization No. 6.

NARRATIVE:

The FAA has awarded a grant to renovate the Airport Terminal Building. Inspection and observation of the construction needs to be accomplished according to FAA guidelines to satisfy the terms of the grant funding and to assure proper adherence to the plans and quality construction. The City's Airport Engineering Consultant, Burns and McDonnell, has presented a scope of services and fee to accomplish the required construction oversight and project documentation. The cost for said services is \$165,000 and included in the funding scenario covered under the FAA Grant for Terminal Renovation Project. The City Commission is asked to approve the work authorization from Burns and McDonnell.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
ID Creech, Director Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends approving the Work Authorization from BMcD and authorizing the City Manager to execute Authorization No. 6.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Work Authorization No. 6
In-house Fee Analysis

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: June 19, 2014

Subject: Hays Regional Airport – Terminal Renovation -
Construction Engineering Agreement

Person(s) Responsible: Toby Dougherty, City Manager
I.D. Creech, Director of Public Works

Summary

The FAA has awarded a grant to renovate the Airport Terminal Building. Inspection and observation of the construction needs to be accomplished according to FAA guidelines to satisfy the terms of the grant funding and to assure proper adherence to the plans and quality construction. The City's Airport Engineering Consultant, Burns and McDonnell, has presented a scope of services and fee to accomplish the required construction oversight and project documentation. The cost for said services is \$165,000 and included in the funding scenario covered under the FAA Grant for Terminal Renovation Project. The City Commission is asked to approve the work authorization from Burns and McDonnell.

Background

Bids for the renovation of the Terminal Building were approved at the May 22, 2014 City Commission contingent upon FAA awarding a grant to cover a percentage of the project costs. In addition to the cost of construction, the FAA grant covers 90% of grant eligible improvements.

Discussion

The level of oversight and experience needed for the inspection of this project exceeds the abilities of the City to accomplish in-house. Therefore, the services of a professional engineering firm are required. Burns and McDonnell (BMcD) was selected as the City's airport engineer, and have presented a scope and fee to accomplish construction phase engineering services. **See attached Work Authorization No. 6, which contains the Scope of Services and Fee Detail.**

As required by FAA, a fee analysis was accomplished. This was done in-house by City staff and varied less than 2% from the fee proposed by BMcD. **See attached Fee Analysis.**

City Staff will assist in the daily observation of construction to help reduce costs.

Legal Consideration

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

Financial Consideration

The cost for construction phase engineering services to be provided by BMcD is \$165,000; of which, FAA will fund 90% of the cost of eligible items. Since there are several pro-rated and ineligible items of work, the amount to be funded by FAA is \$98,010 leaving \$66,990 to be funded by the City.

A summary of the total project cost is tabulated below:

	TOTAL	FEDERAL	CITY
Design (already funded)	\$241,029.00	\$158,076	\$82,953
Construction	\$1,220,185	\$820,773	\$399,412
Inspection	\$165,000	\$98,010	\$66,990
<u>Incidentals (publications & Admin)</u>	<u>\$1,500</u>	<u>\$1,350</u>	<u>\$150</u>
Total (w/o Design)	\$1,386,685	\$920,133	\$466,552

Options

The City Commission has the following options:

- Approve Work Authorization No. 6 from BMcD in the amount of \$165,000.
- Provide Staff with alternate direction.
- Do nothing

Recommendation

Staff recommends approving the Work Authorization from BMcD and authorizing the City Manager to execute Authorization No. 6.

Action Requested

Approve the Work Authorization from BMcD in the amount of \$165,000, and authorize the City Manager to execute Authorization No. 6.

Supporting Documentation

Work Authorization No. 6
In-house Fee Analysis

**AUTHORIZATION NO. 6
FOR CONSTRUCTION PHASE SERVICES
FOR
THE TERMINAL BUILDING RENOVATION PROJECT
AT HAYS REGIONAL AIRPORT
AIP Project No. 3-20-0028-31**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated March 10, 2011 and amended on October 25, 2012, by and between THE CITY OF HAYS (SPONSOR) and BURNS & McDONNELL (CONSULTANT), the following Airport Improvement Project (“AIP”) authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Terminal Building Renovations.
2. **Description of Improvements:** Provide construction phase services for the renovation of the existing terminal building and the building expansion improvements:

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following scope of engineering services for the aforementioned project. The Scope of Services is defined as follows:

Assumptions: The following assumptions have been established for construction phase services:

- a. The project duration as identified in the Contract Documents indicates the Project Manual within 220 calendar days.
 - b. The SPONSOR will perform daily field observation reports for those days the CONSULTANT is not scheduled to be on site.
 - c. The SPONSOR will provide the CONSULTANT documentation of the field observations sufficient for the preparation of the FAA weekly reports prepared by the CONSULTANT.
 - d. The SPONSOR will notify the CONSULTANT in regards to questions or items which require a professional opinion or clarification of the contract documents.
1. **Construction Phase Services:** This includes activities for developing a construction observation program, providing part-time construction observation throughout the duration of the construction process and preparing a record set of drawings conforming to construction records documents for the completed project. The specific elements of work include:
 - a. Develop a Construction Observation Program in accordance to ACE-1030. This document outlines the general responsibilities of

the SPONSOR, Federal Aviation Administration (FAA), CONSULTANT and Construction Contractor.

- b. Attend and conduct one (1) preconstruction meeting with the Contractor, SPONSOR and FAA (if available) to determine detailed project requirements, budget, schedule, phasing and other pertinent items. This meeting will be attended by the CONSULTANT's Project Manager and Construction Services Team.
- c. During the Design Phase, a preliminary construction schedule was developed by the CONSULTANT to determine the number of calendar days needed to complete construction of this project.

As a result, the Contractor will be required to complete this project within 220 calendar days from receipt of the SPONSOR's Notice-To-Proceed. To verify that the project is being constructed in compliance with the approved Contract Documents, the CONSULTANT will provide construction observation services as follows:

Provide a part-time Resident Representative to perform a maximum of 9 trips for a duration of 12 hours per trip (including travel) for a not to exceed total of 108 hours. Actual scheduling of trips will be coordinated with the SPONSOR as based on the Contractor's project schedule.

- d. Performing shop drawing reviews and material certifications as received from the Contractor. The CONSULTANT estimates 30 original shop drawings will be reviewed. It is assumed 25% of the initial submittals will need to be resubmitted by the contractor and re-reviewed by the CONSULTANT. It is assume 3.5-hours per review including administrative processing. As a result, 38 shop drawings will be reviewed at 3.5-hours per submittal for a total of 133 hours.
- e. Respond to field issues throughout the duration of the project (220 calendar days – approximately 31 weeks). It is assumed this effort will require 10 hours per week for 31 weeks equating to 317 to field issues throughout the duration of the project.
- f. Coordinate and review monthly pay estimates and weekly progress reports (field diaries, weather reports, DBE reports, labor report and equipment reports) as received from the Resident Representative and SPONSOR provided representative's

intermittent field observations. This effort assumes 15 hours per month for a duration of 7 months for a total of 105 hours.

- g. Coordinate and prepare change orders and supplement agreements for the duration of the project. This effort assumes 5 of these efforts at 9 hours per effort for a total of 45 hours.
- h. Testing. The CONSULTANT will provide through the services of a testing laboratory, all first time testing for the required tests as identified in the Contract Documents.
- i. Reports: The CONSULTANT will prepare the following documentation:
 - 1. Weekly Testing Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
 - 2. Final Report: At the end of the project, the CONSULTANT shall submit a final test and quality assurance report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.
 - 3. Wage Rate Interviews. These reports will be conducted on a random basis and during the Resident Representatives site visits.
- j. Prepare Final Punch List. The Resident Project Representative, and two additional members of the CONSULTANTS project team, SPONSOR, FAA (if available) and Contractor will perform a pre-final walk through of the project and prepare a final punch list of the project.
- k. Final Walk Through. The Resident Project Representative and one additional member of the CONSULTANT's project team will attend a final project walk through with SPONSOR and FAA to verify the final punch list items have been addressed and the project is acceptable to the SPONSOR and FAA.
- l. Provide a total of two site visits by the CONSULTANTS's Project Manager. These will be determined based on the Contractor's proposed schedule.

- m. CONSULTANT will provide Project Management throughout the duration of the project. A total of 37 hours (approximately 1 hour per week for the 220 calendar day duration of the project).
- n. Project Closeout: Prepare a set of drawings that Conform to Construction Records. These drawings will incorporate the Contractor’s redlined mark-ups and those approved modifications identified by the Resident Project Representative. The CONSULTANT will distribute one copy (each) of the drawings to the OWNER and FAA.
- o. Project Closeout: Provide FAA closeout documents per ACE-1610 Development Project Closeout.

C. METHOD OF COMPENSATION:

- 1. Compensation of the Scope of Work for items B.1.a through m shall be made by Method B – Cost Plus a Fixed Payment according to SECTION 6-COMPENSATION, paragraph 6.1.2, which outlines compensation on a cost plus a fixed payment.
- 2. Compensation of the Scope of Work for items B.1.n and 0 shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6-COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis

D. AMOUNT OF COMPENSATION:

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 6, per the terms and conditions set forth in the Agreement, for an estimated Not to Exceed cost of One Hundred Sixty Five Thousand Dollars (\$165,000). The distribution of Services is shown in Table A

TABLE A

SCHEDULE OF FEES FOR CONSTRUCTION SERVICES	
Construction Services: (Items B.1.a through m)	\$149,270.00
Construction Services: Project Closeout (Items B.1.n & o)	\$15,730.00
Total Cost of Construction Phase Services	\$165,000.00

E. ESTIMATED TIME OF COMPLETION:

- 1. The estimated time to complete the Scope of Services of this Authorization No. 6 is estimated at (60) calendar days after construction has been completed.

F. CONSULTANT’S NOTICE TO PROCEED DATE:

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is _____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in three (3) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

City of Hays, Kansas

Burns & McDonnell Engineering Company, Inc.

By _____
Toby Dougherty
City Manager

By _____
David G. Hadel, P.E.
Director of Aviation Services

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 6

**DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
TERMINAL BUILDING RENOVATIONS
HAYS REGIONAL AIRPORT
TERMINAL BUILDING RENOVATION & EXPANSION
BASIC AND SPECIAL SERVICES
May 13, 2014**

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Field	Contract
Project Manager	84.50	\$64.00	\$5,408.00	\$0.00	\$0.00
Civil Engineer	27.63	\$35.00	\$966.88	\$0.00	\$0.00
Sr. Architect	160.25	\$51.80	\$8,300.95	\$0.00	\$0.00
Architect	247.18	\$36.00	\$8,898.30	\$0.00	\$0.00
Structural Eng.	74.08	\$48.00	\$3,555.60	\$0.00	\$0.00
Sr. Mechanical	0.00	\$56.21	\$0.00	\$0.00	\$0.00
Mechanical Eng.	127.13	\$34.41	\$4,374.37	\$0.00	\$0.00
Electrical Eng.	102.50	\$49.70	\$5,094.25	\$0.00	\$0.00
Field Representative	116.00	\$46.00	\$5,336.00	\$0.00	\$0.00
Sr. Technician	50.00	\$28.00	\$1,400.00	\$0.00	\$0.00
Technician	0.00	\$25.00	\$0.00	\$0.00	\$0.00
Clerical	85.75	\$18.50	\$1,586.38	\$0.00	\$0.00
	1,075.00				
Total Direct Salary Costs			\$44,920.72	\$0.00	\$0.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	205.35%	Office	\$92,244.70		
Percentage of Direct Salary Costs @	148.04%	Field		\$0.00	
Percentage of Direct Salary Costs @	54.31%	Contract			\$0.00

3 SUBTOTAL:

Items 1 and 2			\$137,165.42	\$0.00	\$0.00
---------------	--	--	--------------	--------	--------

4 PROFIT:

10.00%	% of Item 3 Subtotal		\$13,716.54	\$0.00	\$0.00
	Subtotal		\$150,881.96	\$0.00	\$0.00

5 OUT-OF-POCKET EXPENSES:

a. Transportation (Office Staff)	14.00 Trip @	\$255.750 / Trip =	\$3,580.50		
b. Transportation (Field Staff)	0.00 Trip @	\$255.750 / Trip =		\$0.00	
c. Expense (meals) office (per day)	17.00 days @	\$35.00 / day=	\$595.00		
d. Expense (lodging) office (per day)	0.00 days @	\$110.00 / day=	\$0.00		
e. Expense field (meals) : per day	0.00 days @	\$35.00 / day =		\$0.00	
f. Expense field (Lodging) : per day	0.00 days @	\$110.00 / day =		\$0.00	
g. Comp. hrs: (N/A)	218.50 Hours @	\$0.00 / Hour =	\$0.00		
h. Comp. hrs: (N/A)	856.50 Hours @	\$0.00 / Hour =	\$0.00		
i. Materials and Supplies		=	\$4,942.54	\$0.00	\$0.00
Total Out-of-Pocket Expenses			\$9,118.04	\$0.00	\$0.00

6 SUBCONTRACT COSTS:

a. Surveyor: N/A	=	\$0.00	\$0.00	\$0.00
b. Material Testing: Alfred Benesch	=	\$0.00	\$0.00	\$5,000.00
c. Field Support: N/A	=	\$0.00	\$0.00	\$0.00
d. Other: N/A	=	\$0.00	\$0.00	\$0.00
Subtotal		\$0.00	\$0.00	\$5,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6			\$160,000.00	\$0.00	\$5,000.00
---------------------------	--	--	--------------	--------	------------

TOTAL:	SUMMARY	\$165,000.00
---------------	----------------	---------------------

SUMMARY

**DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
TERMINAL BUILDING RENOVATIONS
HAYS REGIONAL AIRPORT
TERMINAL BUILDING RENOVATION & EXPANSION
BASIC AND SPECIAL SERVICES
May 13, 2014**

Classification:	Project Manager	Civil Engineer	Sr. Architect	Architect	Structrual Eng.	Sr. Mechanical	Mechanical Eng.	Electrical Eng.	Field Representative	Sr. Technician	Technician	Clerical	Other Costs
Gross Hourly Rate:	\$214.97	\$117.56	\$173.99	\$120.92	\$161.22	\$188.80	\$115.58	\$166.93	\$154.51	\$94.05	\$83.97	\$62.14	
A. BASIC SERVICES													
CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)													
1	78.50	17.63	152.25	239.18	64.08		117.13	92.50	108.00	26.00		69.75	(1, 2, 3, 4, 5)
Total =	\$144,270.00	\$16,874.86	\$2,071.99	\$26,489.74	\$28,920.71	\$10,330.48	\$13,537.08	\$15,441.47	\$16,686.77	\$2,445.24		\$4,334.18	\$7,137.49
PROJECT CLOSEOUT TASKS (ACE-1610)													
2	6.00	10.00	8.00	8.00	10.00		10.00	10.00	8.00	24.00		16.00	(1, 2, 3, 4, 5)
Total =	\$15,730.00	\$1,289.80	\$1,175.60	\$1,391.91	\$967.35	\$1,612.25	\$1,155.78	\$1,669.35	\$1,236.06	\$2,257.15		\$994.22	\$1,980.55
3	N/A												(1, 2, 3, 4, 5)
Total =													
4	N/A												(1, 2, 3, 4, 5)
Total =													
5	N/A												(1, 2, 3, 4, 5)
Total =													
PART A SUBTOTAL =	\$160,000.00												
B. SPECIAL SERVICES													
MATERIAL TESTING / QUALITY ASSURANCE													
1													(1, 2, 3, 4, 5)
Total =	\$5,000.00												\$5,000.00
2	N/A												(1, 2, 3, 4, 5)
Total =													
3	N/A												(1, 2, 3, 4, 5)
Total =													
4	N/A												(1, 2, 3, 4, 5)
Total =													
5	N/A												(1, 2, 3, 4, 5)
Total =													
PART B SUBTOTAL =	\$5,000.00												
GRAND TOTAL =	\$165,000.00												

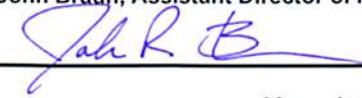
(1) Mileage, Motel and Meals (3) Computer Services (5) Other (identify)
(2) Equipment, Materials and Supplies (4) Vendor Services

EXHIBIT V SUMMARY

Appendix G: Detailed Fee/Cost Analysis

Airport: KHYS - Hays Regional Airport
 Project: AIP Project # 3-20-0028-31 Terminal Building Renovation
 Date: May 13, 2014

Prepared By: John Braun, Assistant Director of Public Works

Signature: 

Estimated Construction Costs (ECC): \$ 1,220,185.00
 Estimated Construction Duration: 220 calendar days

32 weeks

Item	Sponsor's Independent Estimate			Consultant Fee Proposal			Negotiation	
	Hourly Rate	Hours	Cost	Hourly Rate	Hours	Cost	Difference	Objective
Principal	\$ 80.00	4	\$ 320.00		-	\$ -	\$ (320.00)	
Project Manager	\$ 65.00	96	\$ 6,240.00	\$ 64.00	84.50	\$ 5,408.00	\$ (832.00)	
Senior Civil	\$ 60.00	8	\$ 480.00			\$ -	\$ (480.00)	
Civil Engineer	\$ 40.00	24	\$ 960.00	\$ 35.00	27.63	\$ 966.88	\$ 6.88	
Senior Architect	\$ 60.00	128	\$ 7,680.00	\$ 51.80	160.25	\$ 8,300.95	\$ 620.95	
Architect	\$ 40.00	256	\$ 10,240.00	\$ 36.00	247.18	\$ 8,898.30	\$ (1,341.70)	
Structural	\$ 40.00	64	\$ 2,560.00	\$ 48.00	74.08	\$ 3,555.60		
Senior Mechanical	\$ 60.00	32	\$ 3,840.00	\$ 56.21		\$ -	\$ (3,840.00)	
Mech. Engineer	\$ 40.00	96	\$ 1,280.00	\$ 34.41	127.12	\$ 4,374.37	\$ 3,094.37	
Senior Electrical	\$ 60.00	32	\$ 5,760.00			\$ -	\$ (5,760.00)	
Electrical Engineer	\$ 40.00	64	\$ 1,280.00	\$ 49.70	102.50	\$ 5,094.25	\$ 3,814.25	
CADD Tech	\$ 25.00	40	\$ 1,600.00			\$ -	\$ (1,600.00)	
Resident Engineer/Field Rep	\$ 35.00	86	\$ 1,400.00	\$ 46.00	116.00	\$ 5,336.00	\$ 3,936.00	
Senior Inspector/Tech	\$ 30.00	86	\$ 2,580.00	\$ 28.00	50.00	\$ 1,400.00	\$ (1,180.00)	
Clerical	\$ 20.00	96	\$ 1,920.00	\$ 18.50	85.75	\$ 1,586.38	\$ (333.62)	
Subtotal Hours/Wages		1112	\$ 48,140.00		1,075.00	\$ 44,920.72	\$ (3,219.28)	
Overhead	180.00%		\$ 86,652.00	205.35%		\$ 92,244.70	\$ 5,592.70	
Subtotal Wages and Overhead			\$ 134,792.00			\$ 137,165.42	\$ 2,373.42	
Profit	10%		\$ 13,479.20	10%		\$ 13,716.54	\$ 237.34	
Geotech			\$ 5,000.00			\$ 5,000.00		
Travel			\$ 4,000.00			\$ 3,580.50		16 trips at \$250 each
Per Diem			\$ 736.00			\$ 595.00		16 days at \$46 based on GSA
Materials/Supplies (Printing)			\$ 4,000.00			\$ 4,942.54		
Total Fee			\$ 162,007.20			\$ 165,000.00	\$ 2,992.80	101.8%
As percent of ECC			13.28%			13.52%		
Consultant Services								
Construction Phase Services			\$ 140,806.48			\$ 144,270.00	\$ 3,463.52	
Project Closeout			\$ 16,200.72			\$ 15,730.00	\$ (470.72)	
Subcontracted Costs (Material Testing)			\$ 5,000.00			\$ 5,000.00	\$ -	
TOTAL			\$ 162,007.20			\$ 165,000.00	\$ 2,992.80	

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 10

MEETING DATE: 6-26-14

TOPIC:

Addendum to the Memorandum of Agreement with the Hays SEIU, Service Employees International Union, Local 513 for 2015

ACTION REQUESTED:

Staff requests that the Hays City Commission authorize the Mayor, City Manager, as well as Directors of Parks, Public Works and Utilities to sign the 2015 Addendum to the 2013 through 2015 SEIU Contract.

NARRATIVE:

The City of Hays and the SEIU Local 513 have an agreement for fiscal year 2015 Wages, and Administration of the Pay Plan. The agreement states the City will provide members of the SEIU bargaining unit with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Paul Briseno, Assistant City Manager

ADMINISTRATION RECOMMENDATION:

City staff recommends that the City Commission approve the Addendum to the contract for 2015 with the Hays SEIU, Service Employees International Union, Local 513.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Addendum to Agreement between the City of Hays and the SEIU, Local 513.

Commission Work Session Agenda

Memo

From: Paul Briseno, Assistant City Manager

Work Session: June 19, 2014

Subject: Addendum to the SEIU Local 513 Union Contract

Person(s) Responsible: Paul Briseno, Assistant City Manager
Toby Dougherty, City Manager

Summary

The City of Hays and the SEIU Local 513 have an agreement for fiscal year 2015 Wages, and Administration of the Pay Plan. The agreement states the City will provide members of the SEIU bargaining unit with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

Staff recommends approval of the addendum.

Background

The SEIU contract contains annual openers for Section 15 Health Insurance, if conditions are met, and Section 29 Wages and Administration of the Pay Plan. The threshold to open health insurance was not met.

Discussion

The City and SEIU began the meet and confer process in March of 2014 to discuss the openers for the 2015 contract. Three meetings were held. Both parties tentatively agree to the attached proposal.

Legal Consideration

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

Financial Consideration

The City of Hays will budget a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

Options

The City Commission has the following options;

1. Adopt the agreement between the City of Hays and the SEIU, Service Employees International Union, Local 513.
2. Reject the agreement between the City of Hays and the SEIU, Service Employees International Union, Local 513. and give staff further direction
3. Take no action

Recommendation

Staff recommends the agreed upon language for the 2015 addendum between the City of Hays and SEIU, Service Employees International Union, Local 513.

Action Requested

Staff requests that the Hays City Commission authorize the Mayor, City Manager, Directors of Parks, Public Works and Utilities to sign the 2015 Addendum to the 2013 thru 2015 Union Contract.

Supporting Documentation

Addendum to Agreement between the City of Hays and the SEIU, Service Employees International Union, Local 513

**ADDENDUM TO AGREEMENT
BETWEEN
CITY OF HAYS
AND
HAYS SERVICE EMPLOYEES
LOCAL 513, AFL-CIO**

This addendum to agreement executed on this 26th day of June, 2014, between the City of Hays, Kansas, herein after referred to as the "City", and Hays Service Employees Local 513, AFL-CIO 2119, hereinafter referred to as the "SEIU", is intended to be attached to and made a part of the existing Memorandum of Agreement between the City and the SEIU that expires December 31, 2015. This addendum is in effect from January 1, 2015 through December 31, 2015. All portions of this agreement are incorporated therein by reference unless specifically altered or changed by the provisions of this Addendum

Section 29. WAGES / ADMINISTRATION OF THE PAY PLAN

For fiscal year 2015 the City agrees to provide all covered employees of the SEIU bargaining union with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

IN WITNESS WHEREOF, the City and the SEIU have hereunto set their hand this 26th day of June, 2014.

FOR THE SEIU

FOR THE CITY

Unit Chairman

Mayor

Unit Vice-Chairman

City Manager

Business Representative

Director of Public Works

Director of Parks

Director of Utilities

COMMISSION INFORMATIONAL MEMORANDUM

TO: City Commission
FROM: Toby Dougherty, CPM
City Manager
DATE: June 19, 2014

Attached are the following items:

1. The minutes of the March 12, 2014 meeting of the **Northwest Kansas Community Corrections Board.**
2. The minutes of the April 21, 2014 and June 3, 2014 meetings of the **Hays Area Planning Commission.**
3. The minutes of the April 23, 2014 meeting of the **Hays Recreation Commission Board.**
4. The minutes of the May 5, 2014 meeting of the **Airport Advisory Committee.**
5. The minutes of the May 5, 2014 meeting of the **Fort Hays Municipal Golf Course Advisory Board.**
6. The minutes of the May 5, 2014 meeting of the **Hays Housing Authority Board.**
7. The minutes of the May 14, 2014 meeting of the **Downtown Hays Development Corporation Board.**
8. The minutes of the May 14, 2014 meeting of the **Hays Area Board of Zoning Appeals.**
9. The minutes of the May 16, 2014 and May 21, 2014 meetings of the **CARE Council.**

If you have any questions regarding this information, please do not hesitate to contact me.

aw

**Northwest Kansas Community Corrections
Governing Board Meeting Minutes
March 12, 2014
Oakley, Kansas**

Present were: Ken Badsky, Bryan Byrd, Tom Drees, Sue Evans, Karen Griffiths, Byron Hale, Michael Kirchoff, Stacie Minson, Robert Paxson, Larry Poore, Orvella Romine, Mike Smith, Marcia Tacha, Richard Thompson, Daniel Thornton, Mahlon Tuttle, Barb Wasinger

Excused were: Richard Ress, Ron Speier, Pelgy Vaz

Absent were: Bruce Buck, Judge Pat Carroll, Judge Paula Hofaker, Koran Thadani, Mary Ellen Welshhon

Roll call was taken and there were seventeen board members present; five board members were absent and three board members were excused.

Mike Smith brought the meeting to order.

The first item on the agenda was approval of the minutes. Stacie Minson made a motion to approve the minutes and Barb Wasinger seconded the motion and motion carried.

The Director went over the offender data with the Board and explained the revocation and successful completion rates. Director explained the criminal history and supervision levels of offenders. Director broke down revocations per county, by special circumstances, and explained the average length of supervision. Director then explained to the Board the number of quick dips and prison jail sanctions by officer and the agency total. Director explained prison jail sanction statuses and compared the data to the state average. NWKCC used more quick dips by percentage of offender population than any other agency. The Secretary of Corrections is encouraging agencies to use 120-180 prison jail sanctions before revocation. Director explained to the Board, NWKCC is one of the agencies that have to maintain at least a 75% successful completion rate. Director told the Board it has been a very difficult year for staff to achieve a 75% successful completion rate. NWKCC has had a lot of offenders sentenced with high criminal history scores and offenders placed back on community corrections who were revoked from corrections and parole in the past. The current successful completion rate is 75.7%.

Next item on the agenda was the budgets. Director went over all the budgets with the Board. Director explained why so much money is left in Mentoring Budget. Director told the Board Shawna Currie, the new Peer Mentor, is doing a great job. Director told the Board he was planning on having Shawna present data to the Board at the next board meeting.

Next item on the agenda was the FY15 comprehensive plan. The plan is due on May 1, 2014 and Director will get together with the NWKCC Risk Reduction Board members. Director briefly explained the Fidelity and Quality Assurance Grant project for

community corrections agencies. Director told the Board he has been working on the Fidelity and Quality Assurance project for the last six months and is planning on basing the FY15 comprehensive plan on the Eight Principles of Evidence-Based practices in corrections and building stronger Fidelity and Quality Assurance.

Next item on the agenda was policy and procedures. Director told the Board he has been working on getting all policies revised and updated. Director also told the Board he has developed new policies with staff input.

The last item on the agenda was a paper that a FHSU student wrote about the BIP. The student completed an internship with Tom Runge. Director handed out the paper to all the Board members.

A director's evaluation committee was formed. Barb Wasinger, Byron Hale, Ken Badsy, Stacie Minson and Mike Smith will serve on the committee. Stacie Minson will take care of the survey and have the results of the committee. The committee will meet at 11:00a.m. on June 12, 2014 before the next board meeting.

**HAYS AREA PLANNING COMMISSION
CITY HALL IN COMMISSION CHAMBERS
APRIL 21, 2014
MINUTES
6:30 P.M.**

1. CALL TO ORDER: The Hays Area Planning Commission met in regular session on Monday, April 21, 2014 at 6:30 p.m. in Commission Chambers at City Hall. Chairman Larry Gould declared that a quorum was present and called the meeting to order.

Roll Call:

Present: Larry Gould
Lou Caplan
Jim Fouts
Tom Denning
Jake Glover
Travis Rickford
Matthew Wheeler

Absent: Paul Phillips
Pam Rein

City Staff in attendance: I.D. Creech, Director of Public Works, Jesse Rohr, Superintendent of Planning, Inspection and Enforcement, and Linda Bixenman, Administrative Assistant.

2. MINUTES: The minutes from the February 17, 2014 meeting were approved by consensus. There were no corrections or additions to those minutes.

3. (A) UPDATE ON KENDIG KEAST COLLABORATIVE FOR REWRITE OF ZONING REGULATIONS: Jesse Rohr reported that on April 10, 2014, the City Commission authorized the City Manager to enter into a contract not to exceed \$150,000.00 with Kendig Keast Collaborative, of Sugar Land, Texas to provide the professional services for the rewrite of the Zoning and Subdivision Regulations as recommended by the Hays Area Planning Commission.

The selection committee interviewed three of what they thought were the best of the nine proposals submitted for the project. Those interviewed were RDG (Omaha), Clarion Associates LLC (Denver), and Kendig Keast Collaborative (Sugar Land, Texas). The committee recommended Kendig Keast Collaborative to the Planning Commission.

The consultant will provide a strategic assessment and annotated outline of the process of the project. There will be on-line coverage of the project as well as opportunity for comments from the public. It will be a 14 month process.

Included in the agenda packet was a document provided by the consultant that consisted of the summary of the firm, outline process, and schedule. The first step will be several joint meetings with the City Commission and Planning Commission to affirm that this is what they are looking for. The follow-up meetings will be with the focus groups and meetings for the general public.

He explained that it is likely there will be different zoning districts than what we have now. They offer supplemental services that include training and a process to make sure the regulations work as intended. There will be a Development Guide Book that will include a summary of the regulations. There will be an on-line PDF version of the applications if the supplemental services are chosen.

Lou Caplan asked that the Hays Area Board of Zoning be invited to the meetings. Jesse Rohr answered that the Hays Area Board of Zoning would be invited to the meetings.

Lou Caplan asked if there will be any anticipated changes for the Hays Area Board of Zoning. Jesse Rohr answered that there may be a combination of the Board of Zoning and Planning Commission to oversee the variance cases since there should be fewer variance requests with a good set of regulations.

Larry Gould asked about the references. Jesse Rohr answered that the firm had good references. Among them were Sioux City and the City of Durango that recently adopted new zoning regulations under their professional services. The City of Durango plans to use them for other projects. The consultants provide a strategic assessment and annotated outline before the final draft of the zoning regulations. They provided the outline presented to Sioux City for reference.

Travis Rickford, who assisted in the interview process, stated that it was apparent the consultant had done their background work in respect to the Comprehensive Plan. Jesse Rohr added that they had done their homework on the city's current zoning and subdivision regulations.

Matthew Wheeler, who also assisted in the interview process, explained that he liked that there will be a deadline for comments for each section.

Larry Gould requested a copy of the Sioux City outline be available to the Planning Commissioners for reference. One would be available on-line or copied to an e-mail.

Chairman Gould emphasized the importance to differentiate the regulatory puzzle side and to know the values of the City. He suggested that the downtown area be distinguished differently because of the historical value to point out that this designation may not work in other areas of the City. He also pointed out the importance of the Comprehensive Plan as the guide.

He suggested volunteers from the Planning Commission to be on the committee as a liaison to the Planning Commission.

He asked John Bird if he had any comments on this subject. John Bird answered that he was satisfied with the contract; through the negotiations, the city and consultant understood their role.

Larry Gould emphasized again the importance to distinguish the regulatory puzzle side of it and know the values of the city. There will be new opportunities and tools. He believes the public will appreciate it.

3. (B) DISTRIBUTION AND REVIEW OF IPAD USAGE FOR AGENDAS: Jesse Rohr distributed the iPads to the Planning Commission members to use to view the materials of the agenda packets for the meetings. Two members are using their personal devices. He explained that they will be notified when the agenda packets become available on-line thru the city web page.

He handed out the instructions to set up the software application that read/mark-up pdf files. He also handed out the city policy for using city-owned devices.

Larry Gould stated that the iPads were a good investment.

3. (C) UPCOMING TRAINING OPPORTUNITIES: Jesse Rohr explained that there are funds budgeted for training opportunities. He invited the members to the annual Kansas Chapter American Planning Association Conference on October 2 and 3rd. All expenses associated with the conference would be paid through the travel and training fund.

Larry Gould pointed out that the iPads would provide access to the on-line American Planning Association materials. He suggested other training opportunities such as webinars to allow members to access on their own time. He asked if the city had a consultant from the APA. Jesse Rohr answered that the city does not have a consultant.

Jesse Rohr stated that there may be some training sessions with the Kendig Keast consultant and other.

4. (A) CITY COMMISSION ACTION AND PLANNING AND DEVELOPMENT UPDATES ON PLANNING COMMISSION RELATES ISSUES: Jesse Rohr reported on the updates:

Stage 2 Water Warning: On February 27, 2014, the City Commission declared a Stage 2 Water Warning.

Delegation of Authority – Private Water Wells: On April 9, 2014, the City Commission, at their request, received authority by the Chief Engineer of the Kansas Department of Agriculture Division of Water Resources to require private domestic well owners within the City Limits of Hays to comply with the water

conservation measures as identified by the City's water conservation plan. On March 27, 2014 the City Commission approved to work with the Division of Water Resources for Delegation of Authority for private wells to be in compliance with regulations in "Warning" and "Emergency" stages.

Adopt Amendments to the Landscaping & Irrigation Plans: On March 27, 2014, the City Commission adopted the changes to the landscape regulations recommended by the Planning Commission, (Buffer on location of sprinkler heads, caps on total amount of irrigated areas, and limitations on certain types of vegetation that require a lot of water).

Larry Gould asked if there had been any input from citizens. Jesse Rohr stated that the City had mailed out informational letters to those customers that are in the top 15% of high water usage.

Adopt portions of IAPMO 2012 Green Plumbing & Mechanical Code Supplement: On March 27, 2014, the City Commission adopted portions of the IAPMO 2012 Green Plumbing & Mechanical Code Supplement that is associated with water conservation recommended by city staff and the Building Trades Board (water savings appliances will be required in new construction and remodels).

2014 Street Maintenance – Award of Bids: On February 27, 2014 the City Commission awarded the bids to the respective contractors for the 2014 Street Maintenance projects.

Geist Addition – Annexation, Plat and Rezoning: On March 13, 2014 the City Commission approved the annexation, plat and rezoning for the Geist Addition at 22nd Street and Canterbury Drive. There is a state office building under construction for the Department of Children and Family on one of the lots.

4. (B) OTHER:

Doonan Truck Sales: Jesse Rohr reported that Doonan Truck Sales have a building under construction at 1980 W 55th Street.

Sky West Airlines Service Effective August 1, 2014 at Hays Regional Airport: Jake Glover asked when Sky West Airlines will be providing service to the City of Hays. I.D. Creech, Director of Public Works stated they can book their tickets now. The new airline service will begin at the Hays Regional Airport on August 1, 2014. The contact would be United Express Airlines.

Hays Regional Airport Terminal Renovation and Expansion: I.D. Creech explained the funding part for the renovation and expansion of the airport terminal project at the Hays Regional Airport. There is an AIP grant for the eligible expenses. There will be notice to proceed in June, 2014.

Environmental Assessment for Jet Service: I.D. Creech explained that on Friday, April 11, 2014 was a public hearing on the environmental assessment for jet service.

Wheatland Ave at 22nd Street Closed: Jesse Rohr stated that Wheatland Avenue south of 22nd Street is closed temporarily to construct the street and curb and gutter. The sanitary sewer was just completed. There are three lots zoned for single family and 3 lots zoned for two-family.

Reconstruction of 41st Street: Jesse Rohr explained the construction is currently on the west end of the 41st Street reconstruction project.

Convention Center: Larry Gould stated that the Director of Economic Development is close to bringing a proposed plan forward to be considered for the convention center on a Community Improvement District.

Hobby Lobby – 3300 Vine St: Jesse Rohr explained that the middle portion of the building at 3300 Vine is being remodeled for the new Hobby Lobby store.

Qdoba, Mattress Sales, Discount Liquor, and Branch Bank Office: Jesse Rohr stated that there is a building under construction at 3310 Vine for the above.

5. ADJOURNMENT:

Adjournment: Chairman Larry Gould adjourned the meeting at 7:49 p.m.

Submitted by: Linda K. Bixenman, Administrative Assistant
Planning, Inspection and Enforcement

**HAYS AREA PLANNING COMMISSION
CITY HALL IN COMMISSION CHAMBERS
JUNE 3, 2014
MINUTES
6:30 P.M.**

1. CALL TO ORDER BY CHAIRMAN: The Hays Area Planning Commission met on Tuesday, June 3, 2014 at 6:30 p.m. in Commission Chambers at City Hall. This meeting was scheduled at a different date than the regularly scheduled meeting date. Vice-Chairman Lou Caplan declared that a quorum was present and called the meeting to order.

Roll Call:

Present: Lou Caplan
Pam Rein
Tom Denning
Jake Glover
Travis Rickford
Matthew Wheeler
Justin McClung
Kris Munsch

Absent: Paul Phillips

City Staff in attendance: Toby Dougherty, City Manager, John Braun, Assistant Director of Public Works, Jesse Rohr, Superintendent of Planning, Inspection and Enforcement, and Linda Bixenman, Administrative Assistant of Planning, Inspection and Enforcement.

2. CONSENT AGENDA:

A. Minutes: Pam Rein moved, Travis Rickford seconded to approve the minutes from the April 21, 2014 meeting. There were no corrections or additions to those minutes.

Vote: AYES Lou Caplan
Pam Rein
Tom Denning
Jake Glover
Travis Rickford
Matthew Wheeler
Justin McClung
Kris Munsch

3. PUBLIC HEARING ITEMS:

A. None.

4. NON-PUBLIC HEARING ITEMS:

A. Reorganization of the Planning Commission:

1. Appoint Chairman: Pam Rein moved, Travis Rickford seconded to recommend Paul Phillips as the Chairman of the Hays Area Planning Commission.

Vote: AYES

Lou Caplan
Pam Rein
Tom Denning
Jake Glover
Travis Rickford
Matthew Wheeler
Justin McClung
Kris Munsch

2. Appoint Vice-Chairman: Jake Glover moved, Pam Rein seconded to recommend Lou Caplan as the Vice-Chairman of the Hays Area Planning Commission.

Vote: AYES

Lou Caplan
Pam Rein
Tom Denning
Jake Glover
Travis Rickford
Matthew Wheeler
Justin McClung
Kris Munsch

3. Appoint Secretary: Travis Rickford moved, Jake Glover seconded to recommend Pam Rein as the Secretary of the Hays Area Planning Commission.

Vote: AYES

Lou Caplan
Pam Rein
Tom Denning
Jake Glover
Travis Rickford
Matthew Wheeler
Justin McClung
Kris Munsch

B. Zoning Regulation Rewrite – Presentation by Kendig Keast Collaborative to introduce the project including the schedule, scope, public engagement

strategy and process: Jesse Rohr introduced Matt Bucchin and Jessica Duet, Associates of Kendig Keast Collaborative, explaining that they will be providing the professional services for the rewrite of the zoning and subdivision regulations. The consultants had scheduled sessions for input from community focus groups throughout the day. He acknowledged that some of the Planning Commission members attended some of the scheduled sessions. He explained that the consultant will provide a presentation to introduce the project to the Planning Commission.

Matt Bucchin came before the commission providing a presentation on the schedule, scope, public engagement strategy and process for the rewrite of the zoning and subdivision regulations that will take approximately one year. This will be a rewrite of two outdated chapters that were adopted in 1973; chapter 71 of the zoning regulations and chapter 59 of the subdivision regulations. The purpose of the rewrite of the zoning and subdivision regulations is to bring them into conformance with the visions of the comprehensive plan that would be in compliance with the state statutes to integrate policy direction how the city is to grow and develop.

He provided the annotative outline and strategic approach concept "Time is Money" to explain that the outcome is to streamline the approval process. He used the example of the "Exception" for a special use permit to explain that if the conditions are identified and met for the special uses allowed within a respective zoning district, they could be approved through city staff and not have to go before a public hearing.

They will present three draft modules of the rewrite of the zoning and subdivision regulations to consolidate for the final draft to go before a public hearing and ultimately for official action.

Jake Glover asked if the rewrite would be using the same zoning classifications. Mr. Bucchin answered that this project will begin with a blank slate. He explained the framework pointing out that the end result will be that it will be easy to navigate the regulations. A software package will be used for the project for easy accessibility when there are modifications; all the references will automatically update.

He asked the Planning Commission what hot button issues they had experienced that fill the room:

Pam Rein asked how to change the mindset of residents who have invested in nice homes being opposed to having duplexes next to them. Jake Glover added that residents are also opposed to multi-family housing setting next to single family residential. This has been upsetting to those residents that are directly affected.

Lou Caplan added that there is controversy when there are large lots on one side of the street and smaller lots on the opposite side of the street that lends itself to larger homes setting across the street from smaller homes.

Pam Rein also pointed out that there were water issues particularly that come with the commercial land use with excessive water usage and the excessive percentage of green space.

Pam Rein also pointed out that there have been issues with the numbers required for commercial parking. Mr. Bucchin asked about snow removal in the parking lots. Pam Rein noted that the city has very good emergency snow routes.

Lou Caplan stated that the establishment of a new cell phone tower brings out controversy. Jesse Rohr explained there were two sections in the regulations associated with cell phone towers; there are no height regulations and they require a special use permit. Mr. Bucchin answered that he will look at the state law and come up with some suggestions.

Jake Glover asked for clarification about the 3 modules that would be submitted to the Planning Commission. Mr. Bucchin explained this to him.

Mr. Bucchin noted one option of having a public access easement on properties within a cul-de-sac so residents do not have to walk around to gain access from a busy street. He also mentioned handling overlay districts in a different way so as not to have overlay districts.

Jake Glover asked how the University would be categorized with the rewrite. Jesse Rohr stated that there is a separate zoning classification for the University. They are subject to the state building codes and state building permit. There is no building permit or inspections done by the city even though the building codes are the same.

Tom Denning pointed out an area of concern that the single family homes are being converted to rental units crowding in as many renters as possible near the University. We are losing it as part of the community. Mr. Bucchin asked if the conversion was happening under the zoning code. He would have to obtain more feedback on this issue. Jesse Rohr answered that zoning near the university does allow this to happen. Lou Caplan noted that he has seen this occur in other college towns.

Jake Glover also asked about how the rewrite might affect the zoning classification of the hospital.

Jesse Rohr added that there would be FAA restrictions and guidelines associated with the Hays Regional Airport.

Travis Rickford brought up some points of concern on development characteristics; the allowance of wide streets encourages speeding and the way the guttering is formed can make a difference to increase safe walkability.

Mr. Bucchin asked if there were any problems with the platting process. Jake Glover thought that there needed to be a way to readjust the process. When a plat comes forward, some of the residents are asking for the land uses. Jesse Rohr explained the process. Pam Rein added that the applicant does not have to disclose the development plan; all land uses within the zoning classification have to be considered.

Jake Glover reiterated what Mr. Bucchin has pointed out that this is where the rubber meets the road; meaning the zoning and subdivision regulations to be in conformance with the comprehensive plan. He asked to be guided so not to deviate from the comprehensive plan on how to keep the vision. This is a great opportunity to think ahead.

Tom Denning asked if this would consist of entirely different land uses. He voiced concern how they would inform the residents that they can no longer develop the land as originally had been allowed.

Travis Rickford requested that there be easy public access to this project on the city web site. Jesse Rohr explained that there was a button identified as "Zoning Project" on the bottom right corner of the home page of the city web site for access to this project.

Pam Rein pointed out another public concern is storage units. Mr. Bucchin answered that protections can be preconfigured in the code with conditions within allowed zoning districts.

Lou Caplan stated that transportation storage units (shipping containers) raise another public concern. Mr. Bucchin added that shipping containers that are set on the parking lot of a commercial property should not take away the minimum parking requirements.

Lou Caplan asked if there were any comments from the audience. Jerry Sonntag, Hays Area Board of Zoning member, voiced the importance that there is availability for public comment via the city web site. Jesse Rohr explained that there is availability for public comment via the city web site.

Jesse Rohr informed the commission to watch the city home page for the progression of the project.

5. OFF AGENDA ITEMS/COMMUNICATIONS:

A. City Commission action and planning and development updates on Planning Commission issues: Jesse Rohr informed the commission that the

consideration to amend the regulations on portable shipping containers had gone before the city commission work session. This consideration may come before the planning commission for direction.

B. Other:

Presentation of Water Status: Pam Rein commended Toby Dougherty for doing a great job with the presentation on February 17, 2014 on the status of the water situation and the information for potential water sources.

Development north of 45th Street (northwest Hays): Travis Rickford voiced concern of a lot within the subject development that has a fence around it; although there is no sidewalk. Jesse Rohr answered that it is being addressed.

Barbed wire fence along I-70 (collection of trash): Travis Rickford asked who the land belonged to along interstate with the barbed wire fences. He stated that someone had pointed out that the barbed wire fences along the corridor of Hays along interstate catch a lot of grocery sacks that blow in the wind. Toby Dougherty answered that it belongs to the Kansas Department of Transportation. The representatives are planning to have a meeting to request that the barbed wire fence be changed out to straight wire.

6. ADJOURNMENT: Vice-Chairman Lou Caplan adjourned the meeting at 8:26 p.m.

Submitted by: Linda K. Bixenman, Administrative Assistant
Planning, Inspection and Enforcement

**HAYS RECREATION COMMISSION
REGULAR MEETING
April 23, 2014**

Chair called the meeting to order at 12:05 pm.

Roll Call

Chair	Jeff Briggs
Vice-Chair	Lynn Maska
Commissioner	Nancy Jeter
Commissioner	Clint Albers
Superintendent	Roger Bixenman

Secretary Mark Junk was absent.

Approval of Agenda

Motion by Nancy Jeter to approve the agenda. Second by Lynn Maska. Motion carried 4-0.

Approval of Minutes

Motion by Clint Albers to approve the minutes of the regular meeting for April 3, 2014. Second by Lynn Maska. Motion carried 4-0.

Audience Participation

Melissa Romme (ABB&B) was present to go over the financial report and answer any questions concerning the financial report.

Written Communication

Written communications were shared with the board.

Finances

Financial Statement

Motion by Lynn Maska to approve the financial statement for March 2014. Second by Clint Albers. Motion carried 4-0.

Staff Reports

Sports Director

Information was shared with the board concerning sports.

Program Director

Information concerning all programming was shared with the board.

Aquatics Director

Information was shared with the board concerning aquatics.

Wellness Director

Information was shared with the board concerning wellness.

Sports Complex Director

Information was shared with the board concerning the sports complex.

Superintendent

Update was held on federal compliance on the new passenger vehicle and the difficulties associated on meeting those compliances. Discussion was held on future facility needs and an update on the complex maintenance building.

Unfinished Business

No Unfinished Business

New Business

Consider Special Bank Account

Motion by Nancy Jeter to approve the Hays Recreation Commission establishing a special bank account through Golden Belt Bank to allow Roger Bixenman-Superintendent and AJ Preisner-Sports Complex Director the ability to write and sign checks for the purpose of paying tournament officials. Second by Clint Albers. Motion carried 4-0

Board Member Reports

None

Other Action

None

Executive Session

None

Adjournment

Motion by Nancy Jeter to adjourn the meeting. Second by Lynn Maska. Motion carried 4-0.

Respectfully submitted,

Roger Bixenman CPRP
Superintendent

Airport Advisory Committee Meeting Minutes
May 5, 2014

Members Present;

Dan Stecklein

Bob Johnson

Errol Wuertz

Gary Wentling

Don Benjamin

I.D. Creech

Guests Danny and Bobby Dinkel

Chris Springer

Mike Konz

John Braun

1.) Call to Order.

2.) Approval of April 7, 2014 Minutes
Approved.

3.) Discuss Boarding's Report.
No commercial flights at this time.

4.) Discuss Fly-In.
Everything on schedule for June 7th. Local pilots are encouraged to display their airplanes. The City of Hays said they have insurance for display aircraft only so all flying is discouraged between 7:00 am and 10:00 am.

5.) Discuss Terminal Expansion.
When all bids are accepted and approved, it will take about 2 to 6 weeks for the FAA to approve the project. After FAA approval there will be another approval process for the funding. I.D. Creech presented a summary of where the project stands with the City.

6.) Discuss Essential Air Service Funding.
Sky West operations that will start up in August will not require any funding from the City of Hays.

7.) Airport Promotions.
The Fly-Hays Committee is asking for some funding from the City to advertise and promote the startup of Sky West operations in Hays.

8.) Discuss Apron and Parking Lot Repairs and Painting.
Cracks are being sealed in apron area. New paint lines are being painted in apron area to define areas for commercial operations. Paint lines in hangar areas are being repainted. All painting and crack seals should be completed in another week.

9.) Discuss Danny Dinkel's proposed Aerial Spraying Startup in Hays.

Danny Dinkel presented details of his proposed operations in Hays. He is having discussions with the City as to where he could be located on the airport and how his operations would require a deviation in some of the airport rules.

10.) Schedule Next Meeting.

June 2, 2014 at 6:30 pm.

11.) Adjourn.

Respectfully submitted,

Errol Wuertz

**Fort Hays Municipal Golf Course
Advisory Board Meeting
May 5, 2014**

In Attendance:

Jim Krob, President	Jeff Boyle, Director, Parks Department
Ron Speier, Vice President	Travis Haines, Parks Superintendent
Karen Schueler, Secretary	Kevin Kamphaus, Golf Course Superintendent (absent)
Bill Bieker	Rich Guffey, ProShop Manager, Tournament Chair
Doug Huston (absent)	
Ron Augustine, Men's Association	
Janet Schmidt, Ladies Association	

The meeting was called to order at 5:30 pm by President Jim Krob.

1. Approval of the minutes from March 2014 meeting: Approved as written.

2. Board membership: current status - appointed members (3 year terms)

<i>Doug Huston 07/01/14</i>	<i>Bill Bieker 07/01/15</i>	<i>Ron Speier, 07/01/16</i>
<i>Jim Krob 07/01/14</i>	<i>Karen Schueler 07/01/15</i>	
<i>Ron Augustine, Men's Association</i>	<i>Janet Schmidt, Ladies Association</i>	

3. Old Business:

- *Newsletter:* Rich Guffey reported that a newsletter was finished, with assistance from Karen Schueler, and available at the proshop.
- *Discusson on Future Greens Fee Adjustment for Ladies Nite, Men's Nite, and Senior's Golf, for non-members who play 9-holes only:* this will be discussed further in the fall. Any changes need to be submitted to the City of Hays by that time.

4. New Business:

5. Pro-Shop report: Rich Guffey reported:

	Rounds Played			Year-to-Date Rounds Played	Greens Fees Paid	Total Greens Fees for Year
	2014	2013	2012			
April	1859	1912	2564		\$ 9,796.00	\$ 20, 861.00
March	966	897	2139		\$ 5,139.00	\$ 8,170.00
February	292	489	474			
January	717	456	23			
				2013 / 21,945		2013 - \$109,446.00
				2012 / 23, 649		2012 - \$115, 742.00
				2011 / 22,990		

Rounds are down some, probably to very windy weather conditions during the month.

270 memberships have been paid.

State 2-A high school tournament is coming up at the end of May, and volunteers are needed.

Course Marshalls have started their duties: Tom Bohm, Leroy Hunt, Jim Jacobs, Randy Leiker.

Ron Augustine mentioned that there have been a lot of sunflower seeds on the greens again.

7. Tournament report: Rich Guffey provided a copy of the report on the 4-Person Scramble of May 4th, sponsored by the Lions Club. It was rather small with 15 teams, but went well. \$900 went to the City of Hays for green fees.

8. Course report: Jeff discussed the report provided by Kevin. Greens have been aerified, topdressed, verticut and flushed. Tee boxes have been aerified and seeded with ryegrass. Fairways have been aerified, reseeded with ryegrass, fertilized, and iron applied. Winter desiccation is wide spread through the greens, tees and fairways. The crew has been working hard to repair some of the problems with sod, aerification and seeding, but the course has a long way to go and now it will have to repair itself until fall. Sodium accumulation in the soil is very high, and rain is badly needed. Jeff reported that samples of greens showed some decrease in sodium, helped by flushing. The fairways show "severe" level of sodium, and lack of rainfall is a big problem. The greens can be flushed, but not the fairways. Those need rain to help out. Water restrictions are a problem because can't water during the day. #7 teebox is closed because it is not growing well yet.

9. Parks Department update:

Golf Course improvement Balance - 4/23/14

Cart Path Trail Fees: \$59,764.74

Donation Money: \$2,525.85 includes

- Putting Green (Men's Association): \$2,224.00
- Trees: \$ 226.41
- Carry over from previous tournament funds: \$75.44

Jeff has made a budget request of \$70,000 for remodeling on the inside of the proshop.

10. Ladies' Association report: Janet Schmidt reported that the ladies have played only once. Weather has been cool and very windy.

11. Men's Association report: Ron Augustine reported that the men have played only once also, with 29 in attendance.

Add-ons: none

Adjourned: 6:00 pm.

Submitted by Karen Schueler, Secretary

May 13, 2014

Hays Housing Authority
May 5, 2014

The Board of Commissioners of the Public Housing Authority of the City of Hays met in the Community Room for the monthly meeting Monday, May 5, 2014. The meeting scheduled for April 28, 2014 was not held due to lack of a quorum.

Commissioners Present: Al Klaus, Vice-Chair
 Daron Jamison
 Cathy Van Doren

Commissioners Absent: Sue Rouse, Chair

HHA Staff Present: Kathy Nelson, Executive Director

MINUTES

- Daron Jamison moved to approve the minutes of the March 31, 2014 meeting as presented, Cathy Van Doren seconded the motion. All commissioners voted “Aye” – motion carried.

AGENDA

There were no changes or additions to the agenda.

SECTION 8 FINANCIALS

- March 2014 Section 8 financial reports prepared by the fee accountant were presented to the Commissioners. Cathy Van Doren moved to accept the reports as presented, Daron Jamison seconded the motion. All Commissioners voted “Aye” – motion carried. Housing assistance payments were made on behalf of 66 families for the month of May. Four vouchers are currently outstanding.

BILLS AND COMMUNICATIONS

- March 2014 Public Housing financial reports prepared by the fee accountant were presented to the Commissioners. Daron Jamison moved to accept the reports as presented, Cathy Van Doren seconded the motion. All Commissioners voted “Aye” – motion carried.

OLD BUSINESS

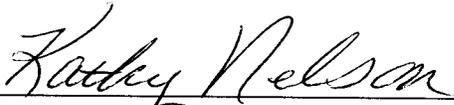
- **Capital Fund Program** – Commissioners were provided with spreadsheets for the open Capital Fund grants.

Hays Housing Authority
May 5, 2014

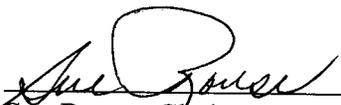
NEW BUSINESS

- There is still 1 open position on the board. An application has been received and forwarded to the City Commission.
- **2013 PHAS Score** – Kathy reported that notice had been received from HUD regarding Hays Housing Authority’s PHAS (Public Housing Assessment System) score for the year ending December 31, 2013. The score is considered advisory due to the Small PHA Deregulation. The system assesses the physical condition of the complex; financial condition; and management of areas such as vacancies, capital fund, etc. The total PHAS score was 100, which is considered a High Performer.
- **2014 1st Quarter Form 941 and 2014 1st Quarter Kansas Unemployment Tax Return** – Commissioners were provided with a copy of the 2014 1st Quarter Form 941 - Employers Quarterly Federal Tax Return and the 2014 1st Quarter Kansas Unemployment Tax return prepared by the Executive Director. Cathy Van Doren moved to approve the 2014 1st Quarter Form 941 and the 2014 1st Quarter Kansas Unemployment Tax returns as prepared, Daron Jamison seconded the motion. All Commissioners voted “Aye” – motion carried.
- **May Meeting Date** – Commissioners discussed the date of the May meeting. Since the date for the regular meeting is a holiday, commissioners decided to hold the meeting Tuesday, May 27, 2014 at 4:00 p.m.

Next meeting will be held Tuesday, May 27, 2014.



Kathy Nelson, Executive Director



Sue Rouse, Chair



**Downtown Hays Development Corporation
May Meeting Minutes**

May 14, 2014

12:00 pm – Cancun Mexican Grill

Board Members/Staff: Megan Colson, Stacey Smith, Andrew Rupp, Chris Wente, Elodie Jones, Sandy Jacobs, Michael Billinger, Eddie Perrett, Kim Hodny, Andy Stanton, Alaina Cunningham, Karen Dreiling, Pam Joy, and Sarah Cearley

CALL TO ORDER: President Stacey Smith called the meeting to order at 12:00 pm.

APPROVAL OF MINUTES: After a motion by Chris and second by Karen, the April 2014 meeting minutes were approved as presented. Passed unanimously.

TREASURER'S REPORT: Eddie reported that Income for the month of April 2014 totaled \$56.84, coming from Interest and Partnership Program. Expenses for the monthly staff, operations and overhead totaled \$662.51 and included regular monthly bills. No other significant expenses in the month, including special projects. Total expenses for the month totaled \$5,533.74 for a Net Loss for the month of \$5,476.90. Eddie shared that checking accounts and certificates of deposit totaled \$125,436.24. Accounts Receivable totaled \$262. Stacey motioned to approve the minutes, seconded by Andy.

CURRENT BUSINESS: Partnership Program: A total of \$16,525 has been donated so far this year, with the goal remaining at \$20,000. Efforts to collect donations will end May 31st.

Director's Assistant Replacement: Five interviews were conducted for the position. Two are highly qualified and will be moving forward with second interviews.

Beat the Street Campaign: Megan's goal is to visit all businesses, potentially meet with 20 a week. Will be updating contact information and informing businesses of DHDC's mission.

Marketing Plan: Mary Martin and Henry Schwaller will present the Marketing Plan at the June Board Meeting at the Welcome Center. Additional time was needed to complete the plan. Board members are encouraged to ask questions to gain a clear idea of the direction the marketing plan will take. Marketing Committee will use the plan to create a schedule of action to go forward with.

ECC REPORT: It was reported by Karen and the ECC that Walmart pulled out of the CID tax increase to fund the Convention Center. Walmart is neutral to supporting the Center, but the initial proposal for the tax increase differed from the final proposal. Coalition is working hard to move the project forward with additional businesses reaching out wanting to participate in the tax district. Additionally, E-community is helping to fund 3 businesses in the community. Lastly, a hotel may be built by Doonans south of Community Church.

COMMITTEE UPDATES: Events & Fundraising: The DHDC will present to the City of Hays June 5th at approximately 7:10pm, board members are encouraged to attend to make a statement as the yearly funding is being requested.

Downtown Farmer's Market: The market will kick off Saturday, June 7th. Over 15 previous vendors have verbally confirmed with 3 actual contracts signed. Additionally, 10 to 15 new vendor inquiries. A market T-shirt is being designed. Future events are being planned in conjunction with the market that are family-oriented. A vendor social and information night is scheduled for 5:30 pm, June 20th.

Blues, BBQ, and Bargains: Nine teams have registered for the event with many inquiries. Megan attended the BBQ event in Lansing, KS to shadow staff and learn more about judging, schedule of activities, etc.

Lark's Game: The Downtown sponsored Lark's Game is schedule for Sunday, July 20th, co-sponsoring the event with Doerfler's Harley Davidson.

Core to Campus: The event is on the calendar for Thursday, August 21st. Andy Stanton held his first meeting and Hays Hair Academy and NCK Tech have signed up to participate. The three interns are excited and are already proving to be great resources.

Wines & Steins: The committee is waiting for approval from Tim Werth to use the former Emprise Bank parking lot for the event. The search has began for auction items. The event date is Friday, September 12th.

ANNOUNCEMENTS & ACTIVITIES:

Downtown Hays Market Vendor Social & Information Night – Tuesday, May 20th @ 5:30 pm

Core2Campus Committee Meeting – May 22nd – Noon at the Welcome Center

Megan out of Office – Friday, May 23rd

Office Closed – Memorial Day – Monday, May 26th

Downtown Hays Market Kick – Off Day – June 7th – 7:30 am

June Executive Board Meeting – Monday, June 9th at the Welcome Center

June Board of Director's Meeting – Wednesday, June 9th – Location TBD

ADJOURN: Sandy moved to adjourn at 1:00 pm. Seconded by Chris.

**HAYS AREA BOARD OF ZONING APPEALS
COMMISSION CHAMBERS IN CITY HALL
MINUTES
MAY 14, 2014
8:15 A.M.**

1. CALL TO ORDER: The Hays Area Board of Zoning Appeals met on Wednesday, May 14, 2014 at 8:15 a.m. in Commission Chambers of City Hall.

Roll Call:

Present: Lou Caplan
Jerry Sonntag
Gerald Befort
Thomas Lippert (arrived after minutes)
Shane Pruitt

Chairman Lou Caplan declared a quorum was present and called the meeting to order.

City Staff Present: I.D. Creech, Public Works Director, Jesse Rohr, Superintendent of Planning, Inspection and Enforcement, Linda Bixenman, Administrative Assistant of Planning, Inspection and Enforcement.

2. CONSENT AGENDA:

A. MINUTES OF THE REGULAR MEETING OF MARCH 12, 2014. There was a motion by Jerry Sonntag with a second by Gerald Befort to approve the minutes from the March 12, 2014 meeting. There were no corrections or additions to those minutes.

Vote: Ayes: Lou Caplan
Jerry Sonntag
Gerald Befort
Shane Pruitt

3. PUBLIC HEARING ITEMS:

A. CASE # 04-14 – REQUEST BY ANDREA CARVER FOR A SPECIAL-USE PERMIT TO ALLOW A GROUP DAY CARE CENTER UNDER SECTION 71-130 (3) WITHIN A “R-1” SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AT 3002 E 14TH ST.: Jesse Rohr presented the above property on the overhead visual.

Andrea Carver presented her application to the board to request a special use permit for a Group Day Care Center provided in Section 71-130 (3) of the zoning regulations within a “R-1” Single Family Residential Zoning District at her new residence at 3002 E 14th Street. Her previous Day Care was on Main Street. The number of children in the Day Care will range from 7 to 12 children depending on the time of year.

Jerry Sonntag asked if there had been any feedback from the neighbors.

Lou Caplan asked if there were any comments from the audience.

Alexius Leiker, property owner of 3003 E 14th Street, voiced opposition to the request because he was opposed to clients using his driveway to turn-around as is being done now. He did not think it was allowed to have a business within a single family zoning district. Lou Caplan explained that a Group Day Care is permissible if granted a special use permit.

Andrea Carver acknowledged his concern. She stated that she would send letters out to all the parents whose children are in her Day Care to make them aware of this. She has a 3 car driveway and her cars are in the garage, so there should be plenty of room to turn around in her driveway. Also the property is near the end of the street so the cars should be able to exit easily. The drop-offs are staggered throughout the day.

Shane Pruitt asked if she had much turnover. Andrea Carver answered that she does not have much turnover.

Gerald Befort asked Mr. Leiker of the location of his property. Mr. Leiker answered that he lived across the street.

Tom Lippert stated that he understood Mr. Leiker's concern. With the narrow streets, it is a tight area to turn around. He thought if Andrea Carver notified the parents to make the turn-around at her driveway, it would keep the parents from using the neighbors' driveways to turn around.

Lou Caplan asked Jesse Rohr if there had been complaints in other single family residential districts where there are Group Day Care Centers. Jesse Rohr answered that they have not heard any complaints.

Lou Caplan entertained a motion.

There was a motion by Gerald Befort with a second by Shane Pruitt to grant the exception for a special use permit to allow a Group Day Care Center provided in Section 71-130 (3) of the zoning regulations within a "R-1" Single Family Residential Zoning District with a special use permit at 3002 E 14th Street based on the conditions to be considered have been met for an exception for a special use permit.

Vote: Ayes: Lou Caplan
Jerry Sonntag
Gerald Befort
Thomas Lippert
Shane Pruitt

B. CASE # 05-14 – REQUEST BY ADAM STENZEL FOR A SPECIAL-USE PERMIT TO PERMIT A MULTI-FAMILY DWELLING UNDER SECTION 71-642 (9) IN THE “I-2” HEAVY INDUSTRIAL DISTRICT LOCATED AT 1314 E 8TH ST. Jesse Rohr presented the above property on the overhead visual. He pointed out the zoning districts within the area.

Adam W Stenzel presented his application to the board to request a special use permit for a multi-family dwelling under Section 71-642 (9) allowed within the “I-2” Heavy Industrial zoning district with a special use permit located at 1314 E 8th Street to construct a multi-family unit contingent on the purchase of an adjacent strip of land that will provide the extra land needed to meet the required setbacks. The proposed multi-family unit would set next to an existing duplex.

Jerry Sonntag asked about the entrance to the property and about the driveway next to the property. Mr. Stenzel pointed out the entrance to the property. The driveway belongs to the abutting property owner. He plans to acquire a parcel of adjoining land that would include the driveway.

Lou Caplan asked if there were any comments from the audience.

Jason Clark voiced his opposition for residential land use within an industrial zoned district. He questioned why the City would consider a residential area within an area zoned for heavy industrial uses. He is concerned about safety for residents and children and could imagine complaints that would come from the residents of noise, safety etc. He pointed out that he has to protect his business and employees. He said he understood that the reason for the existing duplex is that it was grandfathered in. He pointed out that the whole block is for heavy industrial uses with the anomaly of residential in the middle. The nearest residential properties are across Old 40 and east on 8th Street.

Jerry Sonntag emphasized the importance not to allow residential uses within a Heavy Industrial zoning district. There are serious safety issues particularly for children. He appreciates what Mr. Stenzel is trying to do; although this is not the right location.

Shane Pruitt pointed out he could see a lot of complaints.

Jesse Rohr pointed out, that as the city office that would have to field complaints; it would be difficult, if not impossible to address a resident’s complaint with the surrounding properties being heavy industrial land uses.

Lou Caplan explained that the existing duplex had been grandfathered in. The board would not want to encourage increasing residential within the land uses of a Heavy Industrial Zoning District.

There was a motion by Jerry Sonntag with a second by Tom Lippert to **deny** the request for a special-use permit for a multi-family dwelling unit provided under Section 71-642 (9) in the “I-2” Heavy Industrial District due to that it does not meet the conditions to be considered for a special use permit particularly the concern for safety issues, noise and dust that can occur in a heavy industrial zoned district.

Vote: AYES to **deny**

Lou Caplan
Jerry Sonntag
Gerald Befort
Thomas Lippert
Shane Pruitt

Lou Caplan informed Mr. Stenzel he would have 30 days to appeal the decision of this case to the District Court.

4. NON-PUBLIC HEARING ITEMS:

A. None

5. OFF-AGENDA ITEMS/COMMUNICATIONS:

A. Citizen Comments: None.

B. Other: **Group sessions to begin the process for Rewrite of the Zoning & Subdivision Regulations.** Jesse Rohr invited the board members to the group sessions with the focus groups and the Planning Commission meeting scheduled for June 3, 2014 as part of the beginning process for the rewrite of the Zoning and Subdivision regulations facilitated by the consultant, Kendig Keast Collaborative.

A software program will be set up for the opportunity of public comments. He encouraged the board members to attend.

6. ADJOURNMENT: Lou Caplan adjourned the meeting at 8:45 a.m.

Submitted by: Linda K. Bixenman, Administrative Secretary,
Planning, Inspection and Enforcement

CARE COUNCIL OF ELLIS COUNTY

Meeting Date: Friday, May 16th, 2014
Meeting Time: 12:00 PM – 2:30 PM
Location: Hadley Center-3rd Floor Conference Room

Council Members:

Josh Dreher – Chair (UW)	Celeste Lasich (UW)
Kim Thomason (County)	Dr. Brett Zollinger (County)
Rhonda Meyerhoff (UW)	Nikki Adams (UW)
Trisha Sauer (City)	Mike Billinger (City)
Jude Fox (City)	Kayla Lonnon (City)
Becky Howland (County)	John Braun (County)
Olga Detrixe (City)	

Council Members Present:

Josh Dreher	Kim Thomason	Rhonda Meyerhoff
Trisha Sauer	Becky Howland	John Braun
Nikki Adams	Jude Fox	Celeste Lashich
Olga Detrixe	Kayla Lonnon	Dr. Brett Zollinger
Mike Billinger		

United Way Staff Present:

Jason Rauch Erica Berges

The CARE Council met at 12:00 pm on Friday, May 16th, 2014 at the Hadley Center- 3rd Floor Conference Room

Josh Dreher, Chair for the CARE Council opened the meeting with a thank you to all CARE Council members.

Becky Howland, CARE Council member assigned to the Community & Neighborhood Team presented the team’s report for ACCESS Transportation, First Call for Help, Kansas Legal Services, Western Kansas Association on the Concerns of the Disabled (WKACD) and Western Kansas American Red Cross and the team’s recommended funding allocations.

Agency	Program	United Way	City of Hays	City of Hays Alcohol	TOTALS
ACCESS Transportation	City of Hays				
	ACCESS Van Transportation		\$82,350.00		
					\$82,350.00
First Call for Help	United Way				
	Information & Referral/Emergency Aid	\$20,300.00			
	Education & Prevention	\$15,500.00			
	Backpacks for Kids	\$4,400.00			
	Meals on Wheels	\$9,700.00			
					\$49,900.00
	City of Hays				
	Information & Referral/Emergency Aid		\$14,000.00		
	Education & Prevention		\$8,050.00		

	HEART/Transient Aid		\$6,700.00		
					\$28,750.00
Kansas Legal Services	United Way				
	Consumer Landlord Tenant	\$2,500.00			
	Domestic Violence Program	\$7,500.00			
					\$10,000.00
Western Kansas Association on the Concerns of the Disabled	United Way				
	Transportation to Work	\$15,000.00			
					\$15,000.00
	City of Hays				
	Transportation to Work		\$1,500.00		
					\$1,500.00
American Red Cross	United Way				
	Services to Armed Forces	\$4,753.00			
	Biomedical Services (Blood Services)	\$4,753.50			
	Health & Safety Services	\$4,983.50			
	Disaster Services	\$11,011.00			
					\$25,500.00
	City of Hays				
	Services to Armed Forces		\$1,533.00		
	Biomedical Services (Blood Services)		\$1,533.50		
	Health & Safety Services		\$1,603.50		
	Disaster Services		\$2,831.00		
					\$7,500.00

Mike Billinger, CARE Council member assigned to the Family & Individual Team presented the team's report for Catholic Charities, Developmental Services of Northwest Kansas (DSNWK), Hays Senior Center, Options: Domestic & Sexual Violence Services and Parents & Children Together (PACT) and the team's recommended funding allocations.

Agency	Program	United Way	City of Hays	City of Hays Alcohol	TOTALS
Catholic Charities	United Way				
	Counseling	\$19,460.00			
	Citizenship and Immigration Services	\$0.00			
					\$19,460.00
Developmental Services of Northwest Kansas	United Way				
	Job Follow-Along Program	\$25,333.00			
					\$25,333.00
Hays Senior Center	City of Hays				
	Meal Site		\$13,800.00		
					\$13,800.00
Options (Domestic and Sexual Violence Services)	United Way				

	24 hr. Crisis Line Services	\$6,040.00			
	Safe Shelter	\$11,344.00			
					\$17,384.00
	City of Hays				
	24 hr. Crisis Line Services		\$1,931.00		
	Safe Shelter		\$3,434.00		
					\$5,365.00
PACT	United Way				
	10 Steps to Positive Discipline Parent	\$4,711.00			
	Parent Education Classes	\$0.00			
					\$4,711.00

Kayla Lonnon, CARE Council member assigned to the Health & Rehabilitation Team presented the team's report for Cancer Council of Ellis County, Dream, Inc, Smoky Hill Foundation for Chemical Dependency and United Cerebral Palsy and the team's recommended funding allocation.

Agency	Program	United Way	City of Hays	City of Hays Alcohol	TOTALS
Cancer Council	United Way				
	Nutritional Supplement	\$1,695.00			
	Financial Assistance	\$24,000.00			
					\$25,695.00
	City of Hays				
	Nutritional Supplement				
	Sunscreen Education		\$1,500.00		
					\$1,500.00
Dream Inc.	City of Hays				
	Intervention Treatment Program			\$35,000.00	
					\$35,000.00
Smoky Hill Foundation for Chemical Dependency	United Way				
	Housing Project (Permanent)	\$10,000.00			
	Housing Project (Emergency)				
					\$10,000.00
	City of Hays				
	Primary Outpatient			\$15,000.00	
	Women's Outpatient				
	YES			\$15,000.00	
					\$30,000.00
United Cerebral Palsy	United Way				
	Support Services in Ellis County	\$8,500.00			
					\$8,500.00

Trisha Sauer, Celeste Lasich, Rhonda Meyerhoff CARE Council members assigned to the Children and Youth Team presented the team’s report for Big Brothers Big Sisters, CASA of the High Plains, Girls Scouts of Kansas Heartland and Hays Area Children’s Center and the team’s recommended funding allocations.

Agency	Program	United Way	City of Hays	City of Hays Alcohol	TOTALS
Big Brothers Big Sisters	United Way				
	Community/School-Based Mentoring	\$42,000.00			
	Waiting Children Project	\$4,000.00			
					\$46,000.00
	City of Hays				
	Community/School-Based Mentoring		\$25,000.00		
					\$25,000.00
CASA of the High Plains	United Way				
	Child Abuse Awareness Action				
	CASA Volunteer	\$17,000.00			
					\$17,000.00
	City of Hays				
	Child Abuse Awareness Action		\$3,400.00		
CASA Volunteer		\$3,400.00			
					\$6,800.00
Girl Scouts	United Way				
	Volunteer Development	\$2,000.00			
	Youth Development	\$10,000.00			
					\$12,000.00
Hays Area Children's Center	United Way				
	Infant/Toddler Early Intervention	\$52,200.00			
					\$52,200.00

After hearing all of the team’s recommended allocations the United Way portion totaled \$336,683, the City of Hays Social Funds portion totaled \$172,565 and the City of Hays Alcohol Funds portion totaled \$65,000.

With a lengthy discussion about the CASA program it was decided that an additional council meeting was required to look over numbers and see where cuts could be made. The United Way portion is over budget by \$16,683, the City of Hays portion is over budget by \$12,565 and the City of Hays Alcohol Funds portion is over budget by \$5,000.

The additional council meeting was scheduled for Wednesday, May 21st, 2014 at 12:00pm at the Hadley Center 3rd floor conference room.

CARE COUNCIL OF ELLIS COUNTY

Meeting Date: Wednesday, May 21st, 2014
Meeting Time: 12:00 PM – 1:30 PM
Location: Hadley Center-3rd Floor Conference Room

Council Members:

Josh Dreher – Chair (UW)	Celeste Lasich (UW)
Kim Thomason (County)	Dr. Brett Zollinger (County)
Rhonda Meyerhoff (UW)	Nikki Adams (UW)
Trisha Sauer (City)	Mike Billinger (City)
Jude Fox (City)	Kayla Lonnon (City)
Becky Howland (County)	John Braun (County)
Olga Detrixe (City)	

Council Members Present:

Josh Dreher	Trisha Sauer	Jude Fox
Nikki Adams	Kayla Lonnon	
Mike Billinger	Dr. Brett Zollinger	

United Way Staff Present:

Jason Rauch	Erica Berges
-------------	--------------

The CARE Council met at 12:00 pm on Wednesday, May 21st, 2014 at the Hadley Center- 3rd Floor Conference Room

Josh Dreher, Care Council Chair, started the meeting with discussion regarding the United Way portion of \$336,683 which was over the budget by \$16,683. Consensus was reached regarding what adjustments were to be made to stay within the budget of \$320,000. Consensus was also reached regarding the City of Hays portion of \$172,565 which was over budget by \$12,565 and the City of Hays Alcohol Tax portion of \$65,000 which was over budget by \$5,000.

Access Transportation was decreased by \$2,965.00 for the total City of Hays allocation for all projects to be \$79,385.

First Call for Help (Information & Referral/Emergency Aid) was decreased by \$250, the (Education & Prevention) was decrease by \$250, the (Backpacks for Kids) was decreased by \$250, and the (Meals on Wheels) was decreased by \$250 for the total United Way allocation for all projects to be \$48,900.

Big Brothers Big Sisters (Community/School-Based Mentoring) was decreased by \$7,800 for the total United Way & City of Hays allocation for all projects to be \$63,200.

Casa of the High Plains was United Way allocation for all projects was increased by \$867 and the City of Hays allocation (Child Abuse Awareness Action) was decreased by \$900 and (CASA Volunteer) was decreased by \$900 for the United Way and City of Hays total allocation for all projects to be \$22,867.

Girl Scouts was decreased by \$2000 for the total United Way allocation for all projects to be \$10,000.

Hays Area Children’s Center was decreased by \$2000 for the total United Way allocation for all projects to be \$50,000

Dream INC. was decreased by \$2,500 for the total City of Hays Alcohol Tax Funds to be \$32,500.

Smoky Hill Foundation for Chemical Dependency (Primary Outpatient) was decreased by \$1,250 and (YES) was decreased by \$1,250 for the total United Way and City of Hays Alcohol Tax Funds allocations for all projects to be \$37,500.

United Cerebral Palsy was decreased by \$500 for the total United Way allocation for all projects to be \$8,000.

Catholic Charities was decreased by \$6,417 for the total United Way allocation for all projects to be \$13,043.

Agency	Program	United Way	City of Hays	City of Hays	TOTALS
Community and Neighborhood				Alcohol	
ACCESS Transportation	City of Hays				
	ACCESS Van Transportation		\$79,385.00		
					\$79,385.00
First Call for Help	United Way				
	Information & Referral/Emergency Aid	\$20,050.00			
	Education & Prevention	\$15,250.00			
	Backpacks for Kids	\$4,150.00			
	Meals on Wheels	\$9,450.00			
					\$48,900.00
	City of Hays				
	Information & Referral/Emergency Aid		\$14,000.00		
	Education & Prevention		\$8,050.00		
	HEART/Transient Aid		\$6,700.00		
					\$28,750.00
Kansas Legal Services	United Way				
	Consumer Landlord Tenant	\$2,500.00			
	Domestic Violence Program	\$7,500.00			
					\$10,000.00
Western Kansas Association on the Concerns of the Disabled	United Way				
	Transportation to Work	\$15,867.00			
					\$15,867.00
	City of Hays				
	Transportation to Work		\$1,500.00		
					\$1,500.00
American Red Cross	United Way				
	Services to Armed Forces	\$4,753.00			
	Biomedical Services (Blood Services)	\$4,753.50			
	Health & Safety Services	\$4,983.50			
	Disaster Services	\$11,011.00			
					\$25,500.00
	City of Hays				
	Services to Armed Forces		\$1,533.00		
	Biomedical Services (Blood Services)		\$1,533.50		
	Health & Safety Services		\$1,603.50		
	Disaster Services		\$2,831.00		
					\$7,500.00

Children and Youth					
Big Brothers Big Sisters	United Way				
	Community/School-Based Mentoring	\$37,000.00			
	Waiting Children Project	\$3,000.00			
					\$40,000.00
	City of Hays				
	Community/School-Based Mentoring		\$23,200.00		
					\$23,200.00
CASA of the High Plains	United Way				
	Child Abuse Awareness Action				
	CASA Volunteer	\$17,867.00			
					\$17,867.00
	City of Hays				
	Child Abuse Awareness Action		\$2,500.00		
CASA Volunteer		\$2,500.00			
					\$5,000.00
Girl Scouts	United Way				
	Volunteer Development	\$2,000.00			
	Youth Development	\$8,000.00			
					\$10,000.00
Hays Area Children's Center	United Way				
	Infant/Toddler Early Intervention	\$50,000.00			
					\$50,000.00
	City of Hays				
	Childcare Scholarships		\$0.00		
					\$0.00
Health and Rehabilitation					
Cancer Council	United Way				
	Nutritional Supplement	\$1,695.00			
	Financial Assistance	\$24,000.00			
					\$25,695.00
	City of Hays				
	Nutritional Supplement				
Sunscreen Education		\$1,500.00			
					\$1,500.00
Dream Inc.	City of Hays				
	Intervention Treatment Program			\$32,500.00	
					\$32,500.00
Smoky Hill Foundation for Chemical Dependency	United Way				
	Housing Project (Permanent)	\$10,000.00			
	Housing Project (Emergency)				
					\$10,000.00
	City of Hays				
Primary Outpatient			\$13,750.00		
Women's Outpatient					

	YES			\$13,750.00	
					\$27,500.00
United Cerebral Palsy	United Way				
	Support Services in Ellis County	\$8,000.00			
					\$8,000.00
Family and Individual					
Catholic Charities	United Way				
	Counseling	\$13,043.00			
	Citizenship and Immigration Services	\$0.00			
					\$13,043.00
Developmental Services of Northwest Kansas	United Way				
	Job Follow-Along Program	\$23,033.00			
					\$23,033.00
Hays Senior Center	City of Hays				
	Meal Site		\$13,800.00		
					\$13,800.00
Options (Domestic and Sexual Violence Services)	United Way				
	24 hr. Crisis Line Services	\$6,040.00			
	Safe Shelter	\$11,344.00			
					\$17,384.00
	City of Hays				
	24 hr. Crisis Line Services		\$1,931.00		
	Safe Shelter		\$3,434.00		
					\$5,365.00
PACT	United Way				
	10 Steps to Positive Discipline Parent	\$4,711.00			
	Parent Education Classes	\$0.00			
					\$4,711.00

United Way Funds	\$320,000.00		
City of Hays Soc Serv Funds		\$166,000.00	
City of Hays Alcohol Funds			\$60,000.00
TOTALS			\$546,000.00

The meeting ended at 1:30pm.

Josh Dreher , CARE Council Chair