State of Kansas
Recreation Commission
2022/2021

CERTIFICATE

To the Clerk of McPherson, State of Kansas
We, the undersigned officers of
Inman Recreation Commission
certify that the hearing mentioned in the attached publication was held and after the budget hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year. Per K.S.A. 12-1927 a copy of the budget has been submitted to the sponsoring entity and to county clerk .

Table of Contents for the Adopted Budget:	Page No.	2022/2021 Adopted Budget of Expenditures for the Proposed Budget Year
Statement of Cond. Lease-Purchase/Cert. of	2	
General	3	144,511
TOTAL		144,511
Budget Summary	1	

Kayle M. Sawyer
Commission Members

Date Received: 7-26-21
Wollie O. Bellroy
County Clerk

McPHERSON COUNTY COUNTY CLERK KANSAS

Permanent Recreation Commission Address

Inman Recreation Commission
PO Box 366
Inman, KS 67546

Sponsoring USD/City Address

USD 448
119 S. Main
Inman, KS 67546

Provide point of contact:
Kendee Schroeder
POC phone number:
620-585-2050

Other County: 0
Other County: 0
Other County: 0
Other County: 0
Other County: 0

CPA Summary

RECEIVED
JUL 26 2021

State of Kansas
Recreation Commission

Inman Recreation Commission

2022/2021

FUND PAGE

Adopted Budget **General Fund**	Prior Year Actual 2020/2019	Current Year Estimated 2021/2020	Proposed Budget Year 2022/2021
Unencumbered Cash Balance	34,094	23,989	23,362
Receipts:			
Appropriations - USD 448	30,000	40,000	30,000
Program Income	11,086	12,006	14,000
Donations	1,128	675	3,000
IWC Program Fees	26,112	16,606	28,000
Membership Dues	42,870	42,069	45,000
Service Income	50	48	100
Community Foundation Grant		2,000	0
COVID 19 Relief Grant		17,048	0
Miscellaneous	61	42	1,000
Does misc. exceeds 10%			
Interest on Idle Funds	26	6	50
Total Receipts	111,333	130,499	121,150
Resources Available	145,427	154,488	144,512
Expenditures:			
Equipment Upgrade Expense	1,568	8,389	10,000
Grants/Scholarships/Donations	4,777	865	4,000
Insurance Expense	5,346	6,327	7,000
Program Expense	22,914	19,460	23,000
Salaries and Wages	71,351	75,567	77,000
Instructors	2,162	2,996	3,000
Computer Equipment and Software	5,099	7,986	9,000
Supplies	1,686	3,187	4,000
Building and Grounds	267	163	1,500
Bank Charges	1,807	2,253	2,500
Miscellaneous	4,460	3,934	3,511
Does misc. exceeds 10%			
Total Expenditures	121,438	131,127	144,511
Unencumbered Cash Balance	23,989	23,362	1

Dollar amount to be raised by 0.75 mill: $ -

CPA Summary

RECEIVED
JUL 26 2021

Column
AFFIDAVIT OF PUBLICATION

See Proof on Next Page

McPherson News Ledger
104 N Main St Ste C
(620) 869-1280

I, Joey Young, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of McPherson News Ledger, a publication that is a "legal newspaper" as that phrase is defined for the city of McPherson, for the County of McPherson, in the state of Kansas, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
1 Jul 2021

Notice ID: 1Elu0PTrI0Z8W0FqWFG2
Publisher ID: NL-IRC-7-1
Notice Name: Notice of Budget Hearing

PUBLICATION FEE: $61.60

Publisher

NOTARY PUBLIC – State of Kansas
THOMAS CHASE HORNBECK
My Appt. Exp. 2-15 20 23

VERIFICATION

STATE OF KANSAS
COUNTY OF MCPHERSON

Signed or attested before me on this

1 day of July, A.D. 2021.

Notary Public

My Commission Expires: 2-15-2023

Expected print dimensions of advertisement:
Width: 3.35 in., Height: 3.5 in.

Newspaper page size: Width: 10.00 in., Height: 20.88 in.
Publisher may wrap or break notice between pages.

NOTICE OF BUDGET HEARING

The governing body of

Inman Recreation Commission

will meet on 7/21/2021 at 7:00 PM at the Inman Wellness Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of funds. Detailed budget information is available at the Inman Wellness Center and will be available at this meeting.

SUPPORTING COUNTIES

McPherson (home county)

BUDGET SUMMARY OF EXPENDITURES

The proposed budget year expenditure amount is the maximum expenditure limit for the proposed budget year.

Fund	Prior Year Actual 2020/2019	Current Year Estimated 2021/2020	Proposed Budget Year 2022/2021
General	121,438	125,985	146,899
Totals	121,438	125,985	146,899

Lease Purchases: July 1,	2017	2018	2019
	0	0	0

Revenue Neutral Rate as defined by 2021 Kansas Senate Bill 13.	*0.546*

Kayla M. Sawyer
Recreation Commission Secretary

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **McPherson News Ledger** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(620) 869-1280**.

Notice ID: 1Elu0PTrl0Z8W0FqWFG2 | **Proof Updated: Jun. 29, 2021 at 11:34am CDT**
Notice Name: Notice of Budget Hearing | Publisher ID: NL-IRC-7-1

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	**FILING FOR**
Kendee Schroeder inmanwellness@iwc-irc.org	Inman Wellness Center

Columns Wide: 2 **Ad Class:** Legals

07/01/2021: Display Ad Notice	56.00

Subtotal	$56.00
Tax %	0.00
Processing Fee	$5.60
Total	**$61.60**

See Proof on Next Page

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NOTARY PUBLIC – State of Kansas
THOMAS CHASE HORNBECK
My Appt. Exp. 2-15 20 23

VERIFICATION

STATE OF KANSAS
COUNTY OF MCPHERSON

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Notary Public

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SUPPORTING COUNTIES

McPherson (home county)

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Kayla M. Sawyer
Recreation Commission Secretary

Column
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Inman Recreation Commission

will meet on 7/21/2021 at 7:00 PM at the Inman Wellness Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of funds.
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SUPPORTING COUNTIES

McPherson (home county)

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Lease Purchases: July 1,	2017	2018	2019
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Kayla M. Sawyer
Recreation Commission Secretary

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OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **McPherson News Ledger** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(620) 869-1280**.

Notice ID: H2I70n9zSLuLCSbpqRrt | **Proof Updated: Jun. 29, 2020 at 08:52am CDT**

This is not an invoice.

FILER	FILING FOR
Kendee Schroeder	Inman Wellness Center
inmanwellness@iwc-irc.org	

Columns Wide: 2 **Ad Class:** Legals

Jul. 2, 2020 - Display Ad	$56.00
Subtotal	$56.00
Tax %	0.00
Processing Fee	$5.60
Total	**$61.60**

See Proof on Next Page

Expected print dimensions of advertisement - Width: 3.35 in., Height: 3.5 in.

State of Kansas
Recreation Commission

2021/2020

NOTICE OF BUDGET HEARING

The governing body of

Inman Recreation Commission

will meet on July 22, 2020 at 7:00 PM at the Inman Wellness Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of funds. Detailed budget information is available at the Inman Wellness Center and will be available at this meeting.

SUPPORTING COUNTIES

McPherson (home county)

BUDGET SUMMARY OF EXPENDITURES

The proposed budget year expenditure amount is the maximum expenditure limit for the proposed budget year.

Fund	Prior Year Actual 2019/2018	Current Year Estimated 2020/2019	Proposed Budget Year 2021/2020
General	127,432	120,787	185,253
Totals	127,432	120,787	185,253

Lease Purchases:	2016	2017	2018
July 1,	0	0	0

Kayla M. Sawyer
Recreation Commission Secretary

Payment Confirmation

From: Column Support <help@column.us>
Date: 07/12/2021 09:43AM
To: inmanwellness@iwc-irc.org

Column

Thank you for using Column!

Notice Name: Notice of Budget Hearing
Notice ID: 1EIu0PTrI0Z8W0FqWFG2
Publisher: McPherson News Ledger
Publication Dates: 1 Jul 2021
Invoice Date: 12 Jul 2021

You will be alerted when the affidavit for this notice becomes available.

Supported by Column

If you'd like to unsubscribe from any emails from Column, you can do so in your user settings or by emailing us at help@column.us.

Column

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FILER	FILING FOR
Kendee Schroeder	Inman Wellness Center
inmanwellness@iwc-irc.org	

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07/01/2021: Display Ad Notice	56.00
Subtotal	$56.00
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Lease Purchases:	2017	2018	2019
July 1,	0	0	0

Revenue Neutral Rate as defined by 2021 Kansas Senate Bill 13.	*0.546*

Kayla M. Sawyer
Recreation Commission Secretary

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 23 day of July, 2012, by and between Unified School District No. 448, McPherson County, Kansas, hereinafter referred to as "Lessor", and Inman Recreation Commission, Inman, McPherson County, Kansas, hereinafter referred to as "Lessee".

WITNESSETH, that:

WHEREAS, Lessor is the owner of improved property located at 400 South Main Street, Inman, Kansas, and desires to lease the same to Lessee; and

WHEREAS, Lessee desires to lease the property, subject to the terms and conditions herein contained,

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises. Lessor hereby leases to Lessee the following-described property, to-wit:

[*Legal description of property*]

2. Use. Lessee shall use the premises solely for the purpose of a wellness center ("Facility") and for no other purpose without the prior written consent of Lessor, which such consent shall not be unreasonably withheld. Lessee shall be solely responsible for the onsite, day to day management, operation and programming associated with such Facility, including but limited to the following:

A. Providing personnel to manage operate and maintain the Facility;
B. Establishing regulations for the use of the Facility;
C. Scheduling the use of the Facility;
D. Opening the facility to the members of the Facility no less than 20 hours per week; and
E. Complying with and maintaining records as required by any state, local or federal regulatory agency pertaining to the operation of the Facility, including but not limited to maximum occupancy limitations and proof of licensure.

3. Term. Said lease shall be for a term of ten years, to commence on the 1st day of July, 2012, and end on the 30th day of June, 2022. This Agreement may be renewed for an additional term of ten years, under the same terms and conditions hereof, unless, either party provides written notice to the other party within ninety (90) days of the end of the initial term or any

subsequent term hereto, of its intention to terminate the Agreement. Should Lessee hold over beyond the expiration of this Agreement with the consent of Lessor, such tenancy shall be considered a tenancy from month to month.

4. Rent. During the original term of this lease, as well as any extensions hereof, Lessee shall pay to Lessor rent in the amount of $1.00 per year. Said rent shall be sent to Lessor's office located at 119 South Main Street, P.O. Box 129, Inman, Kansas 67546. In the event property tax is assessed on the premises or contents thereof, Lessee agrees to pay such taxes when due. In the event Lessee determines to protest such taxes, Lessee shall make a payment under protest or provide a bond for said payment.

5. Utilities. Lessor shall arrange for and pay utilities furnished to the premises during the term of said lease, including water, gas, electricity, trash and sewer. Lessee shall pay for the monthly local telephone and internet service, and Lessee shall be responsible for the installation costs and fees thereto, repairs and any costs to remove such service upon termination of this Agreement. Lessee shall be responsible for the installation of cable wiring and for the monthly cost, if any, for cable service. Lessee shall be responsible for depositing trash in Lessor's dumpster located on the east side of the building in the manner prescribed by Lessor. Lessor will control the temperature of the Facility and water to the facility through its normal operating systems, and may determine whether to adjust such at the request of Lessee.

6. Maintenance. Lessor shall maintain the lease premises and Facility and shall make all repairs thereto which are necessary or desirable to keep said premises in good order and repair and in safe condition, including but not limited to, general maintenance to the roof, plumbing, electrical systems and HVAC and pest inspection and control (as undertaken by Lessor in Lessor's adjoining facilities). All such repairs shall be equal in quality and class to the original work. Lessor shall provide all custodian and/or janitorial services to the Facility. Lessor shall further maintain the lawn and be responsible for snow removal. In the event damage is done to the facility that is determined to be outside the ordinary scope of normal wear and tear and is likely caused by misuse of the Facility, Lessor and Lessee agree to determine the fault or proportion of fault of such damage and shall apportion the cost to repair such damage between the Lessee and Lessor in such proportion.

Lessor agrees to provide its maintenance staff to maintain or repair equipment owned by Lessee or Lessor within the facility if such can be done in the normal scope of the maintenance department's work, and provided Lessee provides any necessary equipment parts, tools or supplies related thereto and pays for same. Lessee agrees to employ or contract to provide all further repair and

maintenance in order to operate the property in a safe and operational manner. In the event damage to equipment of the Facility is detected, Lessee and Lessor agree to determine the fault or proportion of fault of such damage between Lessor and Lessee and shall apportion the cost to repair such damage between the Lessee and Lessor in such proration.

All maintenance to the Facility and equipment shall be reasonably performed at mutually agreed upon time(s) and in such manner so as not to interfere with the peak hours of operation for Lessee's members or unduly interferes with the operation of the school. Routine custodian and maintenance services will be conducted under a separate general arrangement of Lessor and Lessee.

7. Fire and Emergency Plans and Equipment. Lessee agrees to maintain and participate in such Fire and Tornado plans as may be required under law or may be required of Lessor as a school system. Due to the Lessees' close proximity to the school building, and its frequent use by students, the Lessee agrees to implement such fire and tornado plans that the Lessor requires. Lessor agrees to provide all fire and emergency equipment, complete all required facility and equipment testing and inspection and instruct Lessee in the proper implementation of Fire and Tornado plans. It shall not be Lessor's obligation to provide guidance or instruction to Lessee for the proper crisis planning or emergency planning that may be required of a fitness related facility.

8. Access. Lessor may have nonexclusive access to the Facility at the discretion of the Lessee, which include but are not limited to the following:

A. Physical education class activities at scheduled times;
B. Sports conditioning activities at (with coach supervision) scheduled times;
C. Meeting use at scheduled times which shall not interfere with the ordinary activities of Lessee.

Limited dates and times for exclusive use of the Facility by Lessor or Lessee may be agreed to by the parties with prior written consent.

9. Parking. Lessor and Lessee shall share nonexclusive access to parking located south and west of Inman High School. Provided however, additional limited parking shown on Exhibit ___ hereto shall be constructed to accommodate senior citizens or disabled persons using the Facility and shall be limited in its use to the purpose specified on Exhibit ___ by the patrons and employees of Lessee. Lessor shall use its best efforts to encourage students not to use the designated senior citizen and disabled parking during school hours.

Lessee may otherwise provide notice to violators of designated parking or contact law enforcement regarding violation of designated parking areas.

9. Alterations. Lessee may not make any alterations to the property without first obtaining Lessor's written consent. Any alterations so approved and performed shall be completed in a good and workmanlike manner, and shall remain Lessor's property upon the termination of this Lease.

10. Employees. It is understood and agreed that any employee or volunteer of Lessee is not an employee of Lessor.

11. Hold Harmless. Lessee shall indemnify and hold harmless Lessor against and from (i) any and all claims arising from Lessee's use of the premises or from any activity, work or other things done, permitted or suffered by the Lessee in or about the premises, [ii] any and all claims by employees or volunteers of Lessee related to terms or conditions of employment; (iii) any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Lessee, or any officer, agent, employee, licensee or invitee of Lessee, and (iv) all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon; provided, however, that the indemnity herein shall not extend to loss, damage or expense arising out of breach of any duty owing by Lessor hereunder as to which Lessee has notified Lessor in writing and Lessor has failed to remedy within a reasonable time thereafter. Lessee shall give prompt written notice to Lessor in case of fire or accidents in or on the premises or of defects therein or in the personal property contained therein.

Lessor shall indemnify and hold harmless Lessee against and from (i) any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease, or arising from any act or negligence of the Lessor, or any officer, agent, employee, licensee or invitee of Lessor, and (ii) all costs, attorney's fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon.

12. Waiver of Subrogation. As part of the consideration for this Agreement, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as herein provided) occasioned to property which is or might be incident to or the result of a fire or any other casualty; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto and the parties

hereto further covenant that any insurance that they obtain on their respective property shall, if necessary to accomplish this waiver, contain an appropriate provision whereby the insurance company or companies, consent to the mutual release of liability contained in this paragraph.

13. Insurance. Lessor shall acquire and keep in effect during the period of this Lease, insurance coverage suitable to insure the Facility and the contents of the Weight Room. The remainder of the Contents of the Facility will be insured by the Lessee, in a separate policy (see attached Insurance Coverage). Lessee shall provide proof of Worker's Compensation Insurance, Automobile Liability, Employees errs and omissions and Director Liability insurance, to Lessor for review by Lessor, which shall be maintained by Lessee and where appropriate Lessor shall be named as an additional insured.

14. Default. Should Lessee be in default of one or more term and conditions of this Lease, Lessor shall give Lessee written notice of such default. If Lessee fails to cure said default within thirty (30) days, Lessee may immediately or at any time thereafter, perform such acts or make such payment or expenditures, and may deduct the same from the rent due hereunder (unless it is of such a nature that it cannot be cured within such time, in which event the time for curing the same shall be extended to include the additional time necessary). Furthermore, Lessor may upon thirty (30) days notice following default, notify Lessee that this Lease is thereby terminated and Lessee shall be evicted upon thirty (30) days notice following receipt thereof.

15. Concessions. The Lessee shall have the exclusive right to the sale of concessions at the Facility. Concessions shall include all food or drinks offered for sale at the Facility, including those offered for sale in vending machines.

16. Non-Discrimination. No party, nor any person or organization using the Facility under the authority of any party, shall discriminate, in the use of the Facility, against any person on the basis of race, color, creed, sex, religion or physical handicap. Lessee on its own accord, or at the request of Lessor, may reject individuals from accessing the Facility in the event the individual is perceived to pose threat to the safety of the Facility, its patrons, Lessor's adjacent facility or the school children or personnel within.

17. Assignment. This Agreement shall not be assigned, nor shall the premises or any part thereto be subleased without the prior written consent of Lessor.

18. Quiet Possession. Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessor covenants that Lessee shall have quiet possession of the Property for the entire term hereof, subject to all provisions of this Agreement.

19. Entire Agreement; Modifications. This Agreement contains the entire agreement between the parties and there are no other agreements written or oral other than as set forth herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

20. Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall not affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

21. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

22. Waiver. The waiver by either party of any breach of the terms hereof on the part of the other party shall not be deemed a waiver of the right of such party subsequently to require compliance with, and to enforce any other breach of the terms thereof.

23. Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given when if sent by United States mail, postage prepaid, addressed as follows:

To Lessor:	Unified School District No. 448 119 South Main P.O. Box 129 Inman, Kansas 67546
To Lessee:	Inman Recreation Commission P.O. Box ~~334~~ 366 Inman, Kansas 67546

or to any such other person or address as shall be furnished in writing by any party, and any such notice or communication shall be deemed to have been given as of the date so delivered or sent.

24. Amendments. This Agreement may be amended, supplemented or modified at any time by a written instrument duly executed by Lessor and Lessee.

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

LESSOR:

Unified School District No. 448

By: Darren Schmidt

LESSEE:

Inman Recreation Commission

By: Janet Barlow