

**CITY OF HAYS COMMISSION MEETING  
THURSDAY, JANUARY 8, 2015 – 6:30 P.M.  
AGENDA**

1. Call to order by Chairperson.
2. **MINUTES:** Consider approval of the minutes from the regular meeting held on December 23, 2014. (PAGE 1)
3. **CITIZEN COMMENTS:** (non-agenda items).
4. **CONSENT AGENDA:** (Items to be approved by the Commission in one motion, unless objections are raised).  
[Mayoral Appointment for Approval:](#) Sister Cities Advisory Board (PAGE 7)

**UNFINISHED BUSINESS**

(No business to review)

**NEW BUSINESS**

5. **AIR COMPRESSOR – AWARD OF BID:** Consider approving a bid from Logan Contractors for the Airman air compressor for the Service Division to be funded out of the New Equipment Reserve account. (PAGE 9)
6. **PUBLIC HEARING FOR THE VACATE OF UTILITY EASEMENT IN RAG ADDITION:** Conduct a public hearing before considering the vacate of the 15' wide utility easement between Lots 2 and 4 of the RAG Addition. (PAGE 29)
7. **VACATE OF UTILITY EASEMENT IN RAG ADDITION:** Consider approving Ordinance No. 3894 authorizing the vacate of the 15' wide utility easement between Lots 2 and 4 of the RAG Addition. (PAGE 39)
8. **46<sup>TH</sup> STREET 2<sup>ND</sup> ADDITION PHASE II RESOLUTION TO ESTABLISH BENEFIT DISTRICT (COOLIDGE CT. AND ADAMS DR.):** Consider approving Resolution No. 2015-001 authorizing the creation of a special benefit district for infrastructure improvements for the development of 18 lots along Coolidge Ct. and Adams Dr. within the 46th St. 2nd Addition. (PAGE 43)
9. **46<sup>TH</sup> STREET 2<sup>ND</sup> ADDITION PHASE II ENGINEERING SERVICES AGREEMENT (COOLIDGE CT. AND ADAMS DR.):** Consider approving the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for the development of Phase II of the 46th Street 2nd Addition. (PAGE 53)
10. **REPORT OF THE CITY MANAGER** (PAGE 63)

11. **COMMISSION INQUIRIES AND COMMENTS**
12. **EXECUTIVE SESSION (IF REQUIRED)**
13. **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 DECEMBER 23, 2014

**1. CALL TO ORDER BY CHAIRMAN:** The Governing Body of the City of Hays, Kansas met in regular session on Tuesday, December 23, 2014 at 6:30 p.m.

Roll Call: Present: Eber Phelps

Shaun Musil

Ron Mellick

Absent: Henry Schwaller IV

Kent Steward

Vice-Chairperson Phelps 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 December 11, 2014.

Eber Phelps moved, Shaun Musil seconded, that the minutes of the December 11, 2014 meeting be approved as presented.

Vote: Ayes: Eber Phelps

Shaun Musil

Ron Mellick

**3. FINANCIAL STATEMENT:** Finance Director Kim Rupp reported that month-to-date general fund sales tax collections were at \$652,440 which is a nice increase of \$98,803 as compared to last year. This puts the year-to-date general fund sales tax collections up \$69,412 or 1.03%.

The Finance/City Clerk's Office invested \$1,750,000 of maturing or renewing certificates of deposit with a weighted average interest rate of .23%. The portfolio of certificates of deposit on November 30, 2014 totaled \$53,400,000 with a weighted average interest rate of .24%. The total balance of the Money

Market account on November 30, 2014 was \$400,000 with a current yield of .20%. Total investments are up \$200,000 when compared to this time last year.

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

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick

**4. CITIZEN COMMENTS:** There were no comments.

**5. CONSENT AGENDA:**

A. Vice-Chairperson Phelps presented the following mayoral appointments for approval:

Hays Beautification Committee

Linda Stahlman – three-year term to expire August 1, 2017

Hays Convention & Visitors Bureau Advisory Committee:

Stacey Smith (FHSU Tourism & Hospitality) – three-year term to expire December 1, 2017

Sister Cities Advisory Committee

Greg Sund – three-year term to expire January 1, 2018

B. Vice-Chairperson Phelps presented the following proposed mayoral appointment, which will be presented for approval at the January 8, 2015 Commission meeting:

Sister Cities Advisory Board

Ang Robson – three-year term to expire January 1, 2018

Shaun Musil moved, Ron Mellick seconded, to approve the consent agenda.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick

## **NEW BUSINESS**

### **6. PROPOSED ANNEXATION OF LOTS 5 & 6, BLOCK 3, NORTH HAYS**

**ADDITION:** The owners of Lots 5 and 6, Block 3, North Hays Addition have submitted a signed consent to request annexation of the property under K.S.A. 12-520a. This property lies adjacent to the reverse access roads (General Hays Rd. and 48<sup>th</sup> St.) and is contiguous with incorporated territory. The owners intend to develop the property for commercial uses. Approval of the annexation will allow the property owners to receive full benefits of City services, including utilities and fire/police protection. Annexing this property and allowing for its development will increase the property tax base for the City of Hays. Staff recommends annexing this property due to its contiguous nature and plan for commercial growth in the immediate area.

Ron Mellick moved, Shaun Musil seconded, to approve Ordinance No. 3892 for the annexation of Lots 5 and 6, Block 3, North Hays Addition as legally described within the ordinance.

Vote: Ayes: Eber Phelps

Shaun Musil

Ron Mellick

### **7. REZONING OF LOTS 5 AND 6, BLOCK 3, NORTH HAYS ADDITION – A-L**

**TO C-2:** The owners of Lots 5 and 6, Block 3, North Hays Addition have submitted a request asking that the property be rezoned from Agricultural District (A-L) to General Commercial and Service District (C-2). A public hearing was conducted on October 20, 2014 at the regular meeting of the Planning Commission and it was recommended by a vote of 5-0 that the rezoning be approved. Examples of uses allowed by right in the C-2 district are auto dealerships/repair shops, banks, retail sales of goods and services, hotels, business and medical offices, restaurants, and convenience stores.

Shaun Musil moved, Ron Mellick seconded, to approve Ordinance No. 3893 rezoning Lots 5, and 6, Block 3, North Hays Addition from A-L to C-2 as legally described within the ordinance.

Vote: Ayes: Eber Phelps

Shaun Musil

Ron Mellick

**8. 2014 BOUNDARY RESOLUTION:** Kansas statutes require cities to pass a resolution re-defining the entire boundary line of the city whenever property is annexed into the city limits during a calendar year. One piece of property was annexed into the city during 2014; Ordinance No. 3879 annexed Geist Addition (22<sup>nd</sup> Street from Canterbury to Wheatland).

Ron Mellick moved, Shaun Musil seconded, to approve Resolution No. 2014-030 which re-defines the boundaries or corporate limits of the City of Hays, Kansas.

Vote: Ayes: Eber Phelps

Shaun Musil

Ron Mellick

**9. INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HAYS AND CITY OF RUSSELL:** City Attorney John Bird discussed with the Commissioners the Interlocal Cooperative Agreement between the City of Hays and the City of Russell regarding the R9 Ranch. The R9 Ranch was purchased in 1995 as a potential future water source for both cities and the region. The City of Russell owns 18% of the ranch and therefore 18% of the water rights. The Russell City Council unanimously approved this agreement. John Bird explained basically this agreement gives the City of Hays the authority to make applications to move forward on this project. This agreement will also send the message to the state that this is a joint effort.

Shaun Musil moved, Ron Mellick seconded, to approve the Interlocal Agreement between the City of Hays and City of Russell.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick

**10. PROGRESS REPORT:** Assistant City Manager Paul Briseno presented a monthly report of city-related activities, services and programs. He also stated the Convention and Visitors Bureau contracts with Thomas Zimmerman to take photos showcasing the beauty of Hays for marketing purposes and shared some of these photos with the Commissioners.

**11. REPORT OF THE CITY MANAGER:** City Manager Toby Dougherty stated Shop Foreman Leroy Kreutzer and Water Utilities Superintendent Jim Cooper are retiring and commended them for their years of service and dedication to the City.

**12. COMMISSION INQUIRIES AND COMMENTS:** Vice-Chairperson Phelps commended Thomas Zimmerman for his photos stating he has truly captured the beauty of Hays. He encouraged citizens to come to City Hall and view the photos. He also commented that he viewed the progress at the Hays Regional Airport.

The meeting was adjourned at 7:09 p.m.

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

Brenda Kitchen – City Clerk



**CITY OF HAYS**  
**AGENDA ITEM COVER SHEET**

COMMISSION AGENDA ITEM NO. 4

MEETING DATE: 1-8-15

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**TOPIC:**

Mayoral Appointment for Approval

**ACTION REQUESTED:**

Consider approving a Mayoral appointment to the Sister Cities Advisory Board.

**NARRATIVE:**

The following appointment was recommended at the December 23, 2014 City Commission meeting and is now being presented for approval.

**Sister Cities Advisory Board**

Ang Robson – 3-year term to expire 1-1-18 (2nd term)

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Mayor Schwaller

**ADMINISTRATION RECOMMENDATION:**

N/A

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Application

CITY OF HAYS  
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

Email: [anglirobson@gmail.com](mailto:anglirobson@gmail.com)

Date: 12/17/2014

Name: Ang Robson

Address: 103 W 38th St.

Day Time Phone Number: 785-248-4347

Evening Phone Number: 785-248-4347

Place of Employment: Fort Hays State University

How long have you been a Resident of Hays: Since 2008.

Name of Board(s) you are interested in serving on: Sister Cities Advisory Board

How much time could you devote per month: 15 - 20 hours

Are you related to anyone who is currently serving on a Board/Committee?: No

If Yes, Explain:

Briefly describe why you are interested in serving on a Board/Committee for the City of Hays: I've been on the Board since 2014, and would love to continue the service. It's a great opportunity for me to learn different cultures and promote diversity in the community.

Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community: . Community Connections . SWIPE Out Hunger Food Packaging Event

# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5

MEETING DATE: 1-8-15

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**TOPIC:**

Air Compressor – Award of Bids

**ACTION REQUESTED:**

Accept the bid from Logan Contractors for the Airman air compressor at a cost of \$22,000 to be funded out of the New Equipment Reserve.

**NARRATIVE:**

The Service Division Air Compressor has reached the end of its service life and needs to be replaced. City staff solicited bids from various equipment vendors, and the lowest responsible bid was from Logan Contractors, Overland Park, KS for a 185 CFM Air Compressor in the amount of \$22,000. This amount exceeds the \$15,000 listed on the 2015 Fleet Replacement Schedule for this piece of equipment. While over the budgeted amount, sufficient funds are available in the New Equipment Reserve Fund; therefore, City Staff recommends accepting the \$22,000 bid from Logan Contractors.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Toby Dougherty, City Manager  
I.D. Creech, II, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

City Staff recommends accepting the bid from Logan Contractors for the Airman air compressor at a cost of \$22,000.

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Staff Memo  
City Request for Bids  
Low Bid Proposal

# Commission Work Session Agenda

## Memo

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

**Work Session:** December 30, 2014

**Subject:** Air Compressor – Award of Bids

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

### Summary

The existing Portable Air Compressor has reached the end of its service life and needs to be replaced. City staff solicited bids from various equipment vendors, and the lowest responsible bid was from Logan Contractors, Overland Park, KS for a 185 CFM Air Compressor in the amount of \$22,000. This amount exceeds the \$15,000 listed on the 2015 Fleet Replacement Schedule for this piece of equipment.

While over the budgeted amount, sufficient funds are available in the New Equipment Reserve Fund; therefore, City Staff recommends accepting the \$22,000 bid from Logan Contractors.

### Background

One of the staple street maintenance activities performed in-house by Service Division crews is the sealing of cracks and joints in street pavement. Historically, \$45K to \$50K per year is spent on crack seal material, which equates to approximately 100,000 pounds of material applied annually. The majority of that amount is in preparation for the annual Chip Seal project. For several months from fall to spring, unless the weather gets to cold or wet, crews are crack sealing nearly every day. In order to apply that amount of crack seal material, it is necessary to have the proper, reliable equipment.

Two of the primary pieces of equipment required are the Crack Sealing Machine (melter) and the Air Compressor. The existing air compressor is 20 years old and no longer adequate for the demanding use of crack seal preparation. After an hour or two of operation, it overheats and shuts down. Various mechanics have been consulted and none can fix the problem.

The new air compressor would also be used regularly to run the jack hammer and sand blaster for both the Service Division and Utilities Maintenance. The old air compressor would be retained as a back up for other short duration uses and for use by Parks Department for blowing out irrigation lines.

## Discussion

The replacement of this equipment was identified in the 2015 budget; however, since the time of budget preparation staff has been made aware of price increases due to new emission requirements for the diesel engines used in this type of air compressors. This requirement is called Tier 4. For that reason, bids were higher than the amount budgeted.

Sealed bids were received on November 5, 2014. The tabulation of bids is listed below:

	Central Power Doosan	Hertz Doosan	<b>Logan Airman</b>
*Interim Tier 4			
Tier 4 Final	\$ 23,595.00	\$21,715.00	<b>\$22,000.00</b>

Hertz (Doosan) – non-responsive bidder

**Logan (Airman) – lowest responsible bidder**

The bids for the Air Compressor were solicited for both Interim Tier 4 and Tier 4 Final diesel engines. \*No valid bid were received for the Interim Tier 4 engine. Attempts to confirm bid specifications with the apparent low bidder have failed as they have been non-responsive; therefore, staff recommends purchasing the Airman compressor from Logan Contractors at a cost of \$22,000.

The warranty is 5-years on the engine, 2-years on air compressor, 1-year on undercarriage and other components. Delivery is to be within 2-3 weeks from the order date.

Acknowledging that the \$22,000 cost is \$7,000 over the \$15,000 budgeted; staff researched the cost to rent an air compressor to complete the crack seal project. That cost would be approximately \$6,750 annually.

At a life expectancy of 15 years, the simple annualized cost of the \$22,000 compressor is \$1,466 per year.

## Legal Consideration

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

## Financial Consideration

The Fleet Replacement Schedule in the 2015 Budget included \$15,000 for a new Air Compressor. Staff recommends the purchase of the Airman portable air compress at a cost of \$22,000.

While the cost of the air compressor exceeds the budgeted amount by \$7,000, the New Equipment Reserve Fund contains sufficient funds to absorb the overage, and the annual set aside for the future replacement of the air compressor would be adjusted accordingly.

## Options

The City Commission has the following options:

- Accept the bid as recommended by City Staff
- Reject all bids and direct staff to rent an air compressor for crack seal operations at an estimated cost of \$6,750 annually.
- Direct Staff to another option;
- Do nothing.

### **Recommendation**

City Staff recommends accepting the bid from Logan Contractors for the Airman portable air compressor at a cost of \$22,000.

### **Action Requested**

Accept the bid from Logan Contractors for the Airman portable air compressor at a cost of \$22,000 to be funded out of the New Equipment Reserve.

### **Supporting Documentation**

City Request for Bids  
Low Bid Proposal

**CITY OF HAYS, KANSAS**  
**BID PROPOSAL REQUEST**  
**FOR**  
**Portable Air Compressor**  
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October 23, 2014

### **INVITATION TO BID**

The City of Hays, Kansas, is inviting sealed bids for one new Portable Air Compressor.

Sealed bids will be received at the City Clerk's Office, City Hall, P.O. Box 490, 16<sup>th</sup> and Main Street, Hays, Kansas 67601, until **3:00 p.m. on November 5, 2014**. **Faxed bids will not be accepted**. Bids received later than specified hour and date shall be returned unopened. Bids must be marked on the outside envelope, "**SEALED BID FOR PORTABLE AIR COMPRESSOR – DO NOT OPEN UNTIL NOVEMBER 5, 2014**".

Bids will be opened at 3:00 p.m., November 5, 2014, in the City Commission room. Bids will be reviewed and a recommendation made to the City Manager.

The City reserves the right to reject or accept any or all bids and to waive any irregularities in such bids and to accept such bids that are the most responsive and best suit the needs of the City of Hays. A bid may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted bids.

If you have questions regarding the bid specifications or bid process please contact me at (785) 628-7353 or Leroy Kreutzer at (785) 628-7354.

Sincerely,

Donnie Stejskal  
Service Division Supervisor

cc: ID Creech, Director of Public Works  
Kim Rupp, Director of Finance  
Leroy Kreutzer, Service Division Shop Foreman  
File

## **BID INSTRUCTIONS**

The following specifications shall apply to the purchase of one new portable air compressor for the City of Hays. The City reserves the right to waive minor technicalities under this specification. Federal and State laws supersede any conflicting part of this specification.

The unit shall be a new and unused, 2014 or 2015 model under standard production by the manufacturer.

The bidder agrees, if his proposal is accepted, to guarantee the design, material and workmanship of the units according to the standard factory warranty, or for one year, whichever is greater. A copy of the warranty shall accompany the bid. All service called for in the standard warranty shall apply without exception. Warranty coverage shall include costs incurred in the transportation of the unit to and from the dealer's shop, if required, or travel time and expenses to and from the City of Hays facilities, should warranty work be performed in the field.

Complete specifications and literature on the units shall accompany the bid. Any exceptions to these specifications shall be indicated on the bid or on a separate attachment to the bid, labeled as such.

Any "or equal" or "equivalent" items for brand specified components shall be listed with the bid package. Complete description and literature on the "or equal" components shall be supplied for consideration by the City. The burden of proof regarding "or equal" items will be upon the vendor.

**PRE-DELIVERY SERVICE:** The unit shall be delivered complete and fully operational. The unit must comply with all applicable Federal and State regulations. It shall be properly serviced, free of leaks, and all mechanical adjustments made prior to delivery. A minimum of three days notice shall be given prior to delivery. **Delivery shall be made to City of Hays Public Works Department, 1002 Vine Street, Hays, Kansas between the hours of 8:00 a.m. and 4:00 p.m. on weekdays.**

All cost associated with transportation will be bidder's responsibility.

Inspection of the unit will be made as soon as possible after delivery. A unit with missing equipment or otherwise failing to meet specification shall not be accepted and shall become the vendor's responsibility.

The bid shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria. The criteria for award is based on but not limited to:

- a) Total cost
- b) Compliance with specifications
- c) The bid considered in the best interest of the City of Hays

Bidders may withdraw their bid 24 hours prior to, but not after, the time set for the opening.

All applicable laws, ordinances, and rules and regulations of any authorities shall be binding upon the bidder throughout the term of this contract. The bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City of Hays harmless and indemnify in the event of non-compliance.

Each bidder shall be responsible for reading and being thoroughly familiar with the invitation for bid package. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from this obligation in respect to his bid.

Failure to submit all required information may constitute a non-responsive bid.

Any changes in specification after the contract has been awarded must be with the written consent of the City Manager; otherwise, the responsibility for such changes shall be with the bidder.

## **GENERAL**

These are desired specifications for one new Portable Air Compressor (Chicago Pneumatic CPS 185 KD iT4 or equivalent). All components and accessories shall be new, unused, serviced, and ready for operation upon delivery. A dealer's representative shall provide instructions in the proper operation and maintenance at the time of delivery.

Proposals shall meet, as nearly as possible, the following specifications and requirements.

If specification is met, indicate with a Y on the provided space. If exception is taken, bidder must explain (Use separate page if necessary).

## **TECHNICAL SERVICE**

The services of a competent technician, thoroughly knowledgeable in the use, operation, and servicing of the unit shall instruct the City personnel in the proper use, safety, operation, and preventative maintenance of the unit and to test the unit for satisfactory performance. This instruction shall be performed on a date to be agreed upon by the City of Hays Shop Mechanic, Leroy Kreutzer, or his designee.

## **TAXES**

The City of Hays is tax exempt. Appropriate certification will be supplied to the vendor upon request.

## **LEGAL NOTICES**

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

The City of Hays, Kansas, will not award contracts to nor accept proposals from individuals or entities that attempt to include any of the following in any proposed contract:

1. Reduce or diminish the common law or statutory standard of care, make any attempt to limit liability, or reduce responsibility of the contractor for mistake, error, or negligence of any type.
2. Attempt to limit liability for breach of contract or negligent performance to the amount of the payment to the contractor by the City.
3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City.
4. Include binding arbitration agreements.
5. Provide for damages for breach by the owner contrary to common law or statute, including, especially, any attempt to provide for attorney fees as part of recoverable damage.
6. Attempt to select any forum for resolution of disputes other than Ellis County, Kansas.
7. Attempt in any way to reallocate risk contrary to common law or statute, unless specifically requested as an alternate proposal or bid by the City of Hays, Kansas.

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

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

"Contractor shall not discriminate in the employment of persons engaged in the performance of this agreement on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. Contractor shall comply with all requirements of the City of Hays pertaining to affirmative action with regard to employment while this agreement is in effect."

The contract shall be subject to the provisions of Ordinance 3823 which contains specific inclusions and prohibitions of certain contractual provisions and to the extent that anything herein contradicts said ordinance, the requirements and provisions of the ordinance shall govern.

City of Hays ordinances can be obtained through the City of Hays website, [www.haysusa.com](http://www.haysusa.com).

**ITEM SPECIFICATIONS**  
**PORTABLE AIR COMPRESSOR**

If specification is met, indicate with a “Y” in the provided space. If exception is taken, bidder must indicate with an “N” and explain in the exception comment section following the line item specification. **(Use separate page, if necessary and list page number and item number.)** All components and accessories shall be new, unused, serviced, and ready for operation upon delivery.

**Spec. Met:**  
**(Y/N)**

**COMPRESSOR**

- 1) \_\_\_\_\_ Actual Free Air Delivery – 185 cfm  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 2) \_\_\_\_\_ Normal Effective Working Pressure – 100 psi  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3) \_\_\_\_\_ Maximum Unloading Working Pressure -125 psi  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4) \_\_\_\_\_ Discharge Outlet Quantity – 2 x 3/4”, rear discharge.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 5) \_\_\_\_\_ Working Pressure Range – 58-125 psi  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engine**

- 6) \_\_\_\_\_ Diesel Engine, 4 cylinder, 49 hp minimum, water cooled.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 7) \_\_\_\_\_ Fuel Tank – 20 gallon minimum capacity, with fuel gauge.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8) \_\_\_\_\_ Sound Pressure Level – 76 dBa @ 23' @ 75% load  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Trailer**

9) \_\_\_\_\_ Two-wheel trailer, with jack stand and 2 5/16" ball hitch and safety chains.  
Properly sized to carry the specified compressor, engine, and other accessories.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10) \_\_\_\_\_ Reflectors, tail lights, brake lights, turn signal lights, wiring and 7 conductor RV  
Plug type connector - all meeting all federal, state, and local requirements for use  
on public streets and highways.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Accessories**

11) \_\_\_\_\_ 50' single hose reel.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12) \_\_\_\_\_ 18" extended drawbar with jockey wheel.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID SHEET**

**Portable Air Compressor**

BID ITEM (Option 1)	UNIT PRICE
One Each - Portable Air Compressor (Interim Tier 4 Emissions)	\$ _____
Year _____ Brand and Model _____	
Warranty _____	
Delivery Date _____	
BID ITEM (Option 2)	UNIT PRICE
One Each - Portable Air Compressor (Tier 4 Emissions)	\$ _____
Year _____ Brand and Model _____	
Warranty _____	
Delivery Date _____	

(BID PRICE SHOULD INCLUDE ANY RELATED DELIVERY FEES)

Bid shall be valid until January 15, 2015.

DELIVERED FREIGHT ON BOARD TO: City of Hays, Public Works Department, 1002 Vine Street, Hays, KS 67601

REPRESENTATIVE NAME \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_



**BID SHEET**

**Portable Air Compressor**

BID ITEM (Option 1)	UNIT PRICE
One Each - Portable Air Compressor (Interim Tier 4 Emissions)	\$ <u>NOT AVAILABLE</u>
Year _____ Brand and Model _____	
Warranty _____	
Delivery Date _____	
BID ITEM (Option 2)	UNIT PRICE
One Each - Portable Air Compressor (Tier 4 Emissions)	\$ <u>22,000<sup>00</sup></u>
Year <u>2014</u> Brand and Model <u>AIRMAN PDS 185 6E1</u>	
Warranty <u>ONE YEAR - engine 5 yr or 5,000 hrs Air end 2 yr</u> <sup>CAN GO</sup> <u>to 5 years</u>	
Delivery Date <u>2-3 weeks ARD</u>	

(BID PRICE SHOULD INCLUDE ANY RELATED DELIVERY FEES)

Bid shall be valid until January 15, 2015.

DELIVERED FREIGHT ON BOARD TO: City of Hays, Public Works Department, 1002 Vine Street, Hays, KS 67601

REPRESENTATIVE NAME GARY POSS

REPRESENTATIVE SIGNATURE Gary Poss

COMPANY Logan Contractors Supply

ADDRESS 1325 S Enterprise DR Olathe, KS 66061

TELEPHONE NUMBER 913-768-1551 DATE 11-3-14

GARY'S cell 913-207-5550

11-14

**ITEM SPECIFICATIONS**  
**PORTABLE AIR COMPRESSOR**

If specification is met, indicate with a "Y" in the provided space. If exception is taken, bidder must indicate with an "N" and explain in the exception comment section following the line item specification. (Use separate page, if necessary and list page number and item number.) All components and accessories shall be new, unused, serviced, and ready for operation upon delivery.

**Spec. Met:**  
**(Y/N)**

**COMPRESSOR**

1) Y Actual Free Air Delivery – 185 cfm  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

2) Y Normal Effective Working Pressure – 100 psi  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

3) Y Maximum Unloading Working Pressure -125 psi  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

4) Y Discharge Outlet Quantity – 2 x 3/4", rear discharge.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

5) Y Working Pressure Range – 58-125 psi  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

**Engine**

6) Y Diesel Engine, 4 cylinder, 49 hp minimum, water cooled.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

7) Y Fuel Tank – 20 gallon minimum capacity, with fuel gauge.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

8) Y Sound Pressure Level – 76 dBa @ 23' @ 75% load  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Trailer**

9) Y Two-wheel trailer, with jack stand and 2 5/16" ball hitch and safety chains.  
Properly sized to carry the specified compressor, engine, and other accessories.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10) Y Reflectors, tail lights, brake lights, turn signal lights, wiring and 7 conductor RV  
Plug type connector - all meeting all federal, state, and local requirements for use  
on public streets and highways.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Accessories**

11) Y 50' single hose reel.  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12) N 18" extended drawbar with jockey wheel.  
Exception Comments: THE A FRAME TOW BAR IS  
LONGER THAN MOST DRAWBARS.  
NO EXTENDED DRAWBAR NEEDED

## BID SPECIFICATIONS FOR AIRMAN PDS185S-6E1

---

### ENGINE:

- YANMAR 4TNV88C-DHKS
  - INLINE DIESEL, WATER COOLED, 4 STROKE  
DIRECT-INJECTED, TIER 4 FINAL COMPLIANT
  - 133.6 CI
  - 49 HP
  - LOW IDLE 1380 RPM
  - HI IDLE 3000 RPM
- FUEL CONSUMPTION
  - 2.3 GPH @ FULL LOAD
  - 1.5 GPH @70% LOAD
  - 0.7 GPH @ NO LOAD
- FUEL CAPACITY
  - 24 GALLONS
- COOLING SYSTEM CAPACITY
  - 1.93 GALLONS
- ENGINE OIL CAPACITY
  - 1.0 GALLONS

### COMPRESSOR:

- TYPE
  - ROTARY TWIN SCREW, SINGLE STAGE , OIL COOLED
- SPECIFICATIONS
  - 185 CFM FREE AIR DELIVERY
  - 100 PSI WORKING PRESSURE
  - 120 PSI MAX WORKING PRESSURE
  - FIBER GEAR DIRECT COUPLING
- LUBRICATING SYSTEM
  - 4.0 GALLONS ISO 32 SYNTHETIC NON FOAMING OIL
  - EXTERNAL SEPERATOR
  - SIDE BY SIDE OIL COOLER/RADIATOR
- AIR OUTLETS
  - 2 X ¾ " NPT
- SOUND LEVEL
  - 62 Dba
- RECEIVER TANK CAPACITY
  - 5.29 GALLONS

# BID SPECIFICATIONS FOR AIRMAN PDS185S-6E1

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## STANDARD EQUIPMENT:

- GAUGES
  - FUEL, WATER TEMP, DISCHARGE AIR TEMP, AIR PRESSURE
- WARNING LIGHTS
  - CHARGE, HIGH DISCHARGE TEMP, HIGH ENGINE COOLANT TEMP
- AUTO SHUTDOWN
  - LOW OIL PRESSURE, HIGH ENGINE COOLANT TEMP, HIGH DISCHARGE AIR TEMP
- AUTO IDLE/ECO MODE
  - UNLOADS COMPRESSOR WHEN NOT IN USE FOR EXTRA FUEL SAVINGS
- GULL WING DOORS
  - LOCKABLE DOORS WITH GAS STRUTS

## UNDERCARRIAGE:

- ROLLED STEEL "A" FRAME STYLE DRAWBAR
- FULLY ADJUSTABLE BALL OR RING HITCH HEIGHT
- 1000 lb CAPACITY FOLDING JACK WITH WHEEL
- TWO CADMIUM PLATED HI STRENGTH SAFETY CHAINS
- 14 " TIRES
- LED TRAILER LIGHTS

## WEIGHT AND DIMENSIONS:

- DRY WEIGHT 2050 lbs.
- OPERATING WEIGHT 2530 lbs.
- LENGTH 128.7"
- WIDTH 66.3"
- HEIGHT 61"

## OPERATING PARAMETERS:

- MAX ALTITUDE 4921 ft.
- MAX AMBIENT TEMP 104°F.
- MIN AMBIENT TEMP 5°F.
- MAX INCLINE 15 DEGREES

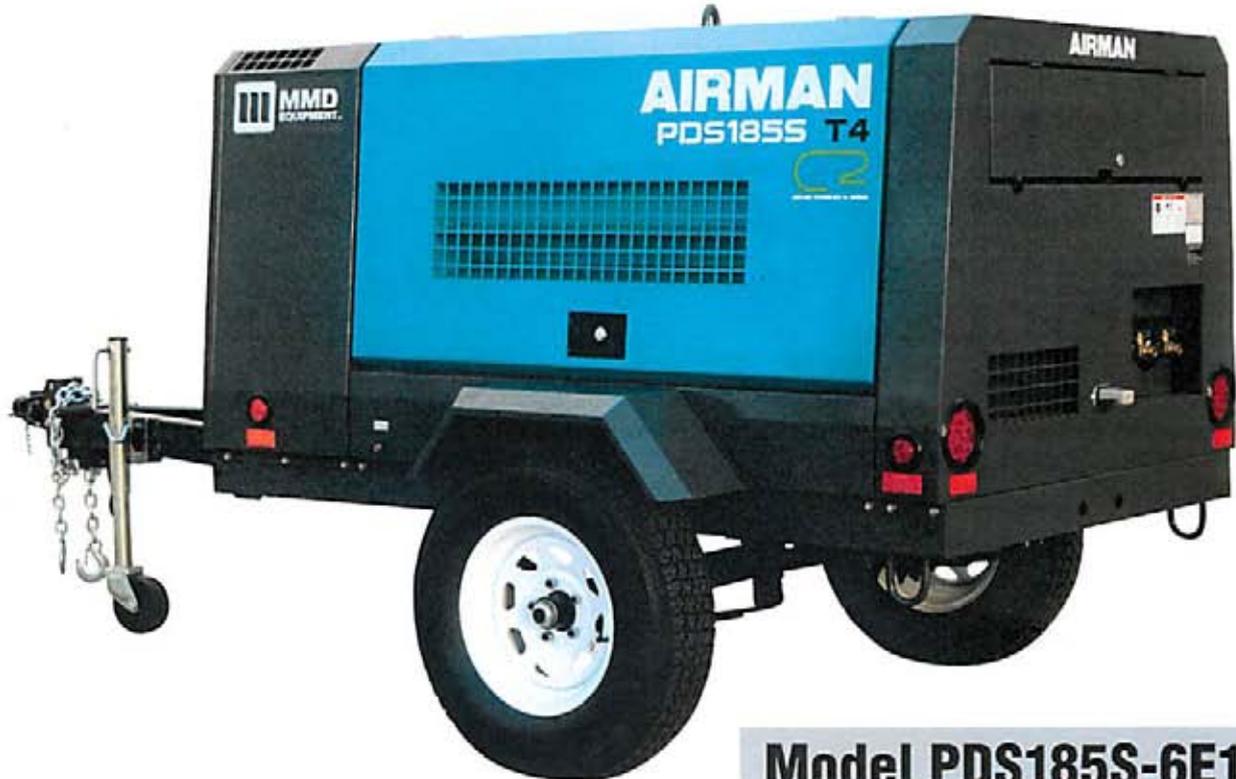
## WARRANTY:

- COMPLETE MACHINE AND UNDERCARRIAGE 1 YEAR
- YANMAR ENGINE 5 YEARS, 5000 HOURS (MAJOR INTERNAL COMPONENTS)
- AIR END 2 YEARS (EXTENDABLE TO 5 YEARS)
- COUPLER 5 YEARS 5000 HOURS



# AIRMAN Air Compressor

**185 SCFM • Tier 4F Yanmar Diesel Engine**



## Model PDS185S-6E1

### ***Quiet, high-efficiency design***

- Noise level is as low as 62dBA at 23 feet when idling. This is substantially less noise than competitors' machines.
- Direct-injection engine meets strict new EPA Tier4F emission standards (PDS185S-6E1).

### ***Top fuel economy***

- The PDS185S-6E1 offers the best fuel economy for any air compressor in its class.
- Automatic engine idle drops speed to 1300 rpm when there is no load on the engine.
- Fuel economy is maximized by "throttling" or restricting the air intake, depending on demand.
- Auto-sensing ECO-MODE decreases receiver tank pressure during unloading.

### ***Convenient access and storage***

- Large, lockable gull-wing style doors with gas struts virtually lift themselves for easy one-hand access to tool storage and service components.
- Larger tool compartments hold 90 pound breakers and other tools and hoses.

### ***Durable, reliable construction***

- Powder-coated finish and stainless steel hardware maintain their attractive appearance.
- Engine is directly coupled to the airtend by a fiber gear coupler for improved power transmission, alignment and longevity.
- Improved unloader valve and air pressure regulator feature O-rings instead of diaphragms.

### ***Easy maintenance***

- External separate element.



# AIRMAN Air Compressor Model PDS185S-6E1

185 SCMF • Tier 4F Yanmar Diesel Engine

PDS185S-6E1	
<b>COMPRESSOR</b>	
Type	Single-Stage, Oil Cooled, Screw-Type
Free Air Delivery	185 scfm
Working Pressure	100 psig
Max. Working Pressure	120 psig
Air Receiver Tank Capacity	5.29 gal.
Air Outlets	3/4" x 2
Engine Coupling Type	Fiber Gear Direct Coupling
Lubrication System Type	Pressure injected lubrication
Lubrication System Capacity	3.96 gal.
Oil Cooler Type	Separate Side-by-Side Oil Cooler and Radiator
Separation Filter	External
<b>ENGINE</b>	
Model	Yanmar 4TNV88C-DHKS
Type	Water-Cooled 4-Cycle, Direct-Injection, Tier 4F Compliant
Cylinders	4
Displacement	133.6 cu.in. (2.189 L)
Horsepower	47.6 hp (35.3 kw)
Low Idle	1350 rpm
High Idle	3000 rpm
Fuel Consumption	2.4 gph @ Full Load 1.7 gph @ 70% Load 0.8 gph @ No Load
Fuel Capacity	24.0 gal
Cooling System Capacity	1.93 gal.
Oil Capacity	0.9 gal.
Electrical System	12-Volt, Maintenance-Free Battery
<b>WEIGHTS AND DIMENSIONS</b>	
Dry Weight	2120 lb.
Weight with Towing Frame	2420 lb.
Weight w/o Towing Frame	2120 lb.
Length with Towing Frame	132 in.
Length w/o Towing Frame	76 in.
Width with Towing Frame	68 in.
Width w/o Towing Frame	49 in.
Height with Towing Frame	62 in.
Height w/o Towing Frame	45 in.
Operating Weight	2620 lb.
<b>OPERATING PARAMETERS</b>	
Max. Altitude	4921 ft. (1500 m)
Max. Ambient Temperature	113° F
Min. Ambient Temperature	5° F (-15° C)
Max. Incline	15°
Sound Level	62 dBA

Rev. 0 (09/14) • © COPYRIGHT 2014, MMD EQUIPMENT

Features and specifications are subject to change without notice.



## AIRMAN

### MMD Equipment

4175 Guardian Street • Simi Valley, CA 93063  
3 Hawk Court • Swedesboro, NJ 08085  
602 Dunton Street • San Antonio, TX 78226

Phone: 800-433-1382

Fax: 800-225-5579

[www.mmdequipment.com](http://www.mmdequipment.com)

# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 1-8-15

---

**TOPIC:**

Public Hearing for the Vacate of Utility Easement in RAG Addition

**ACTION REQUESTED:**

Conduct a public hearing before considering the vacate of the 15' wide utility easement between lots 2 and 4 of the RAG Addition.

**NARRATIVE:**

The Rag Addition was platted in 2013. This particular utility easement was platted at the request of Midwest Energy for the possible placement of gas and/or electric utilities between lots 2 and 4. A request has been made by lot owner David Randa to vacate the platted 15 foot utility easement in the RAG Addition, specifically located between lots 2 and 4. The proposed layout of the site will not require any MWE utilities to occupy this space between the two lots and representatives of MWE support the vacation of the easement. Notice of Public Hearing as required by State Statute was published December 18<sup>th</sup>, 2014. This request has been reviewed by city staff and has gone before the Utility Advisory Committee for review. All those involved have determined that the easement is not necessary for the proposed development and do agree with the vacate request.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Toby Dougherty, City Manager  
I.D. Creech, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Assuming no protests at the public hearing, staff recommends approval of the ordinance vacating the utility easement.

**COMMITTEE RECOMMENDATION(S):**

The Utility Advisory Committee recommends approval of this request.

**ATTACHMENTS:**

Staff Memo  
Map(s)  
Petition Signed by Owner  
Publication Notice

# Commission Work Session Agenda

## Memo

**From:** Jesse Rohr, PIE Superintendent

**Work Session:** December 30, 2014

**Subject:** Vacate of Utility Easement in RAG Addition

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

### Summary

The Rag Addition was platted in 2013. Within this plat, there was a utility easement identified for potential use at some point in the future. This particular utility easement was platted at the request of Midwest Energy for the possible placement of gas and/or electric utilities between lots 2 and 4. A request has been made by lot owner David Randa to vacate the platted 15 foot utility easement in the RAG Addition, specifically located between lots 2 and 4. The proposed layout of the site will not require any MWE utilities to occupy this space between the two lots and representatives of MWE support the vacation of the easement. Notice of Public Hearing as required by State Statute was published December 18<sup>th</sup>, 2014. This request has been reviewed by city staff and has gone before the Utility Advisory Committee for review. All those involved have determined that the easement is not necessary for the proposed development and do agree with the vacate request.

### Background

The Rag Addition was platted in 2013. Within this plat, there was a utility easement identified for potential use at some point in the future. The exact layout of the development was unknown at the time of platting and easements were platted to ensure sufficient allowances for on-site utilities.

### Discussion

A request has been made by lot owner David Randa to vacate a platted 15 foot utility easement in the RAG Addition, specifically located between lots 2 and 4. The easement was put in place during the platting process, not knowing exactly how the property would develop. Now that the property has sold, and development will soon occur, the owner has a plan to incorporate both lots 2 and 4 for the construction of the on-site improvements.

This particular utility easement was platted at the request of Midwest Energy for the possible placement of gas and/or electric utilities between lots 2 and 4. However, now that the layout of the site will not require MWE utilities to occupy this space between the two lots, representatives of MWE have conceded to vacation of the easement.

This issue was discussed at the December 2 Utility Advisory Meeting and no utility had issue with the request to vacate this easement. Make it known that there are currently no utilities in the easement.

Attached is a plat drawing showing the location of the easement to be vacated.

### **Legal Consideration**

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

### **Financial Consideration**

There are no known financial considerations for this request. The lot owner requesting the vacate will pay for any necessary recording of documents if the vacate is approved.

### **Options**

Options include the following:

- Conduct a Public Hearing and approve the ordinance vacating the utility easement
- Do not approve the ordinance
- Provide other alternatives if available

### **Recommendation**

This request has been reviewed by city staff and has gone before the Utility Advisory Committee for review. All those involved have determined that the easement is not necessary for the proposed development and do agree with the vacate request. Assuming no protests at the public hearing, staff recommends approval of the ordinance vacating the utility easement.

### **Action Requested**

Approve the ordinance authorizing the vacate of the 15' wide utility easement between lots 2 and 4 of the RAG Addition.

### **Supporting Documentation**

Map(s)  
Petition Signed by Owner  
Publication Notice  
Ordinance

RAG Addition  
Proposed Utility Vacate  
December 2014

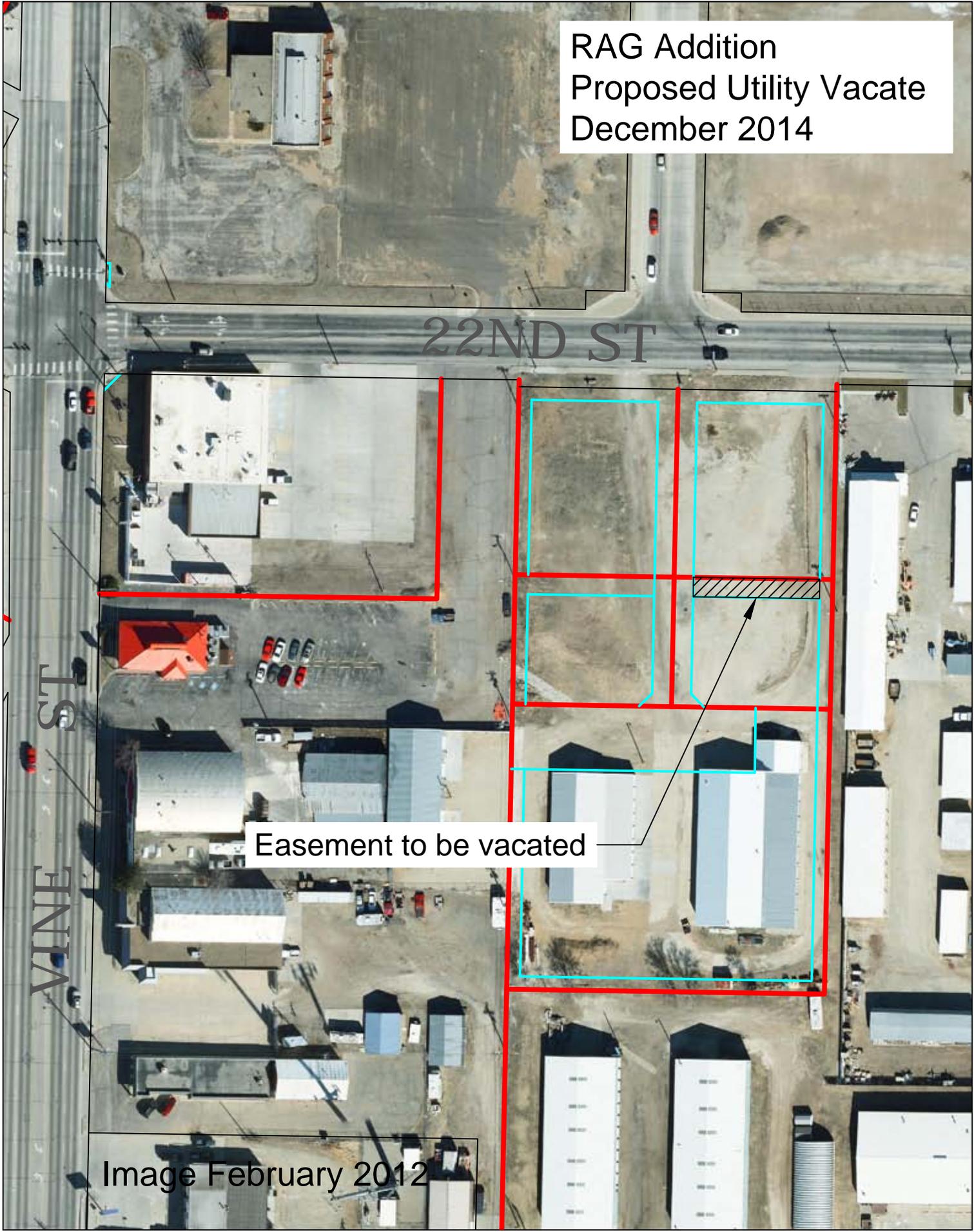
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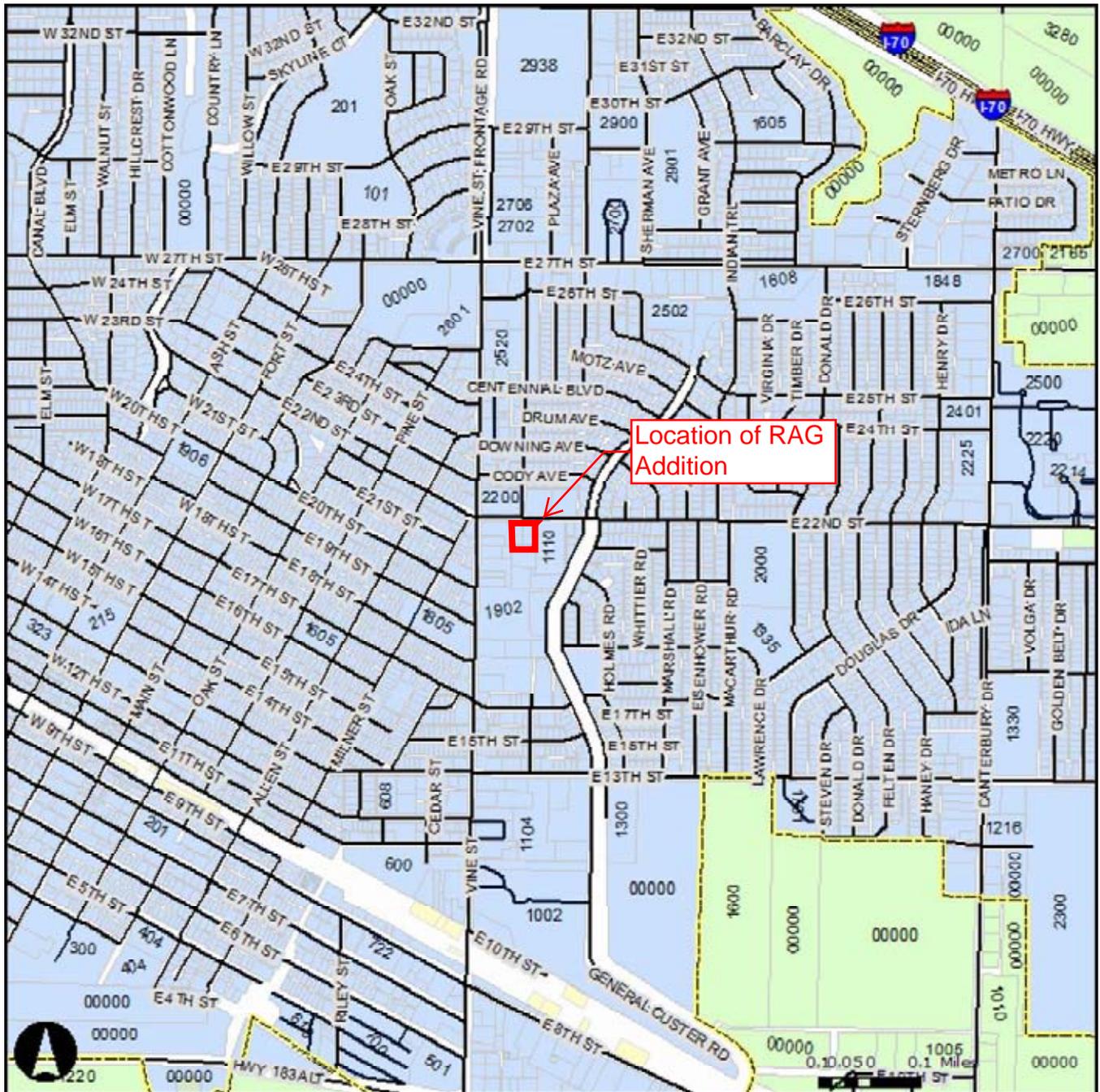
VINE

Easement to be vacated

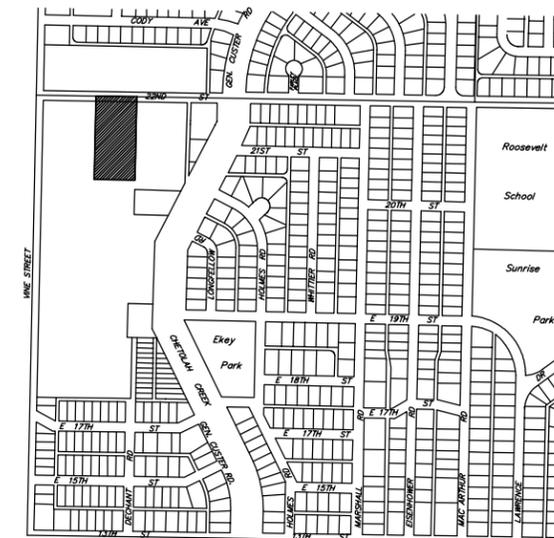
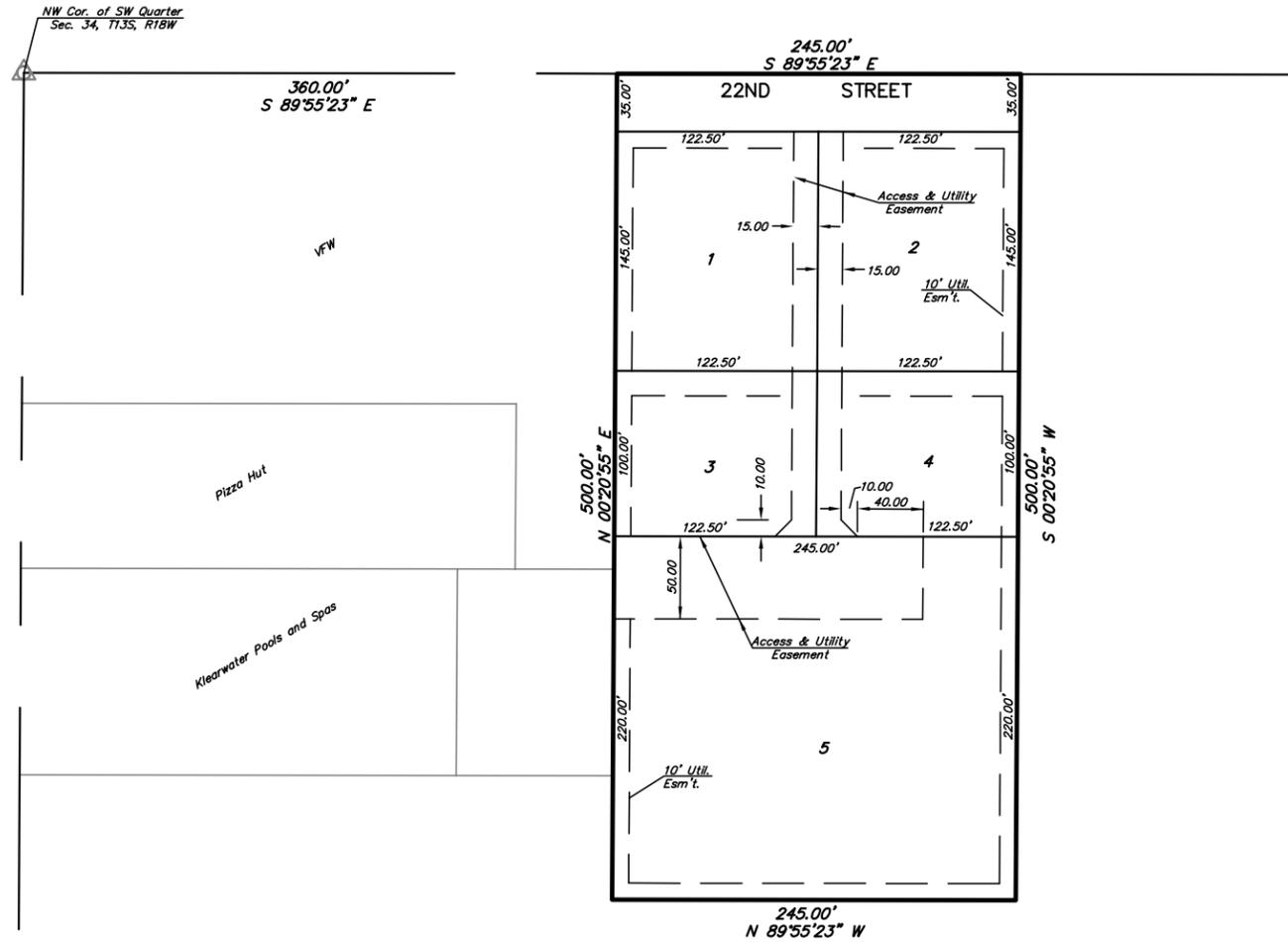
Image February 2012



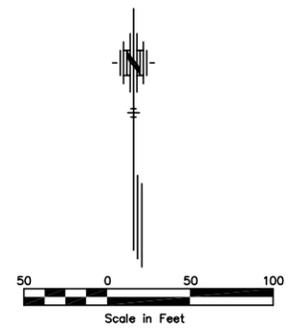
# RAG Addition



# PLAT OF RAG ADDITION HAYS, KANSAS



Location Map



**APPROVALS:**

This plat, RAG Addition, has been submitted to and approved by the Hays Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
MAYOR

The dedications shown on this plat accepted by the City Commission of the City of Hays, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_, City Clerk

John T. Bird, Attorney for the City of Hays

**OWNER'S CERTIFICATE:**

Know all men by these presents, that we, the undersigned property owners of the land above described have caused the same to be surveyed and platted into Lots, Streets and Easements, the same to be known as "RAG Addition", in Hays, Kansas. The Streets are hereby dedicated to and for the use of the public, and the easements as indicated on the accompanying plat are hereby granted to the public for the purpose of constructing, operating, maintaining, and repairing all public utilities, or for access as shown.

\_\_\_\_\_  
Gary Haselhorst (Husband)      Sandra Haselhorst (Wife)

\_\_\_\_\_  
Ralph Augustine (Husband)      Lois Augustine (Wife)

**NOTARY CERTIFICATE:**

State of Kansas, County of Ellis, ss:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, came Gary and Sandra Haselhorst, husband and wife, and Ralph and Lois Augustine, husband and wife, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**RECORDED:**

State of Kansas, County of Ellis, ss:  
This is to certify that this instrument was filed for record in the Register of Deeds Office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
REGISTER OF DEEDS      DEPUTY

**PLAT DESCRIPTION**

That part of the Southwest Quarter of Section 34, Township 13 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence on an assumed bearing of South 89 degrees 53 minutes 23 seconds East, along the north line of said Southwest Quarter, a distance of 360.00 feet to the point of beginning of the land to be described; thence continuing South 89 degrees 53 minutes 23 seconds East, along the north line of said Southwest Quarter, a distance of 245.00 feet; thence South 00 degrees 20 minutes 55 seconds West, parallel with the west line of said Southwest Quarter, distance of 500.00 feet; thence North 89 degrees 53 minutes 23 seconds West, parallel with the north line of said Southwest Quarter, distance of 245.00 feet; thence North 00 degrees 20 minutes 55 seconds East, parallel with the west line of said Southwest Quarter, a distance of 500.00 feet to the point of beginning. This tract contains 2.812 acres.

**STREETS & EASEMENTS:**

Streets, as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.  
Easements are hereby dedicated for public use, for access, or as utility easement right-of-way, which are shown as lying between the dashed lines in widths indicated and as set forth on this plat, and said easements may be employed for the purpose of installing, repairing and maintaining gas lines, electric lines, telephone lines, and all other forms and types of public utilities, now or hereafter used, by the public over, under and along the strips marked "Utility Esm't."

**REVIEW SURVEYOR'S CERTIFICATE:**

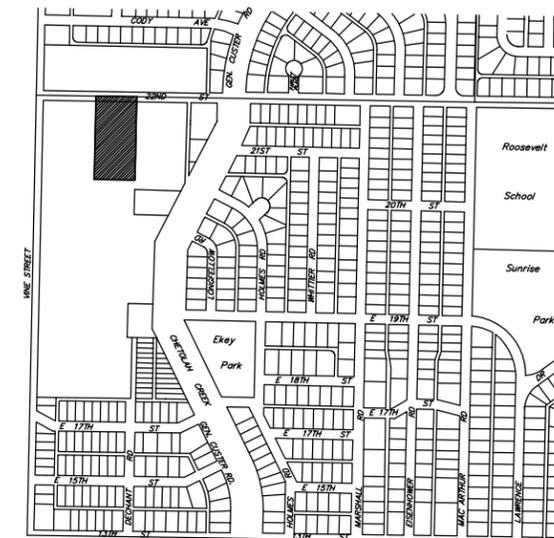
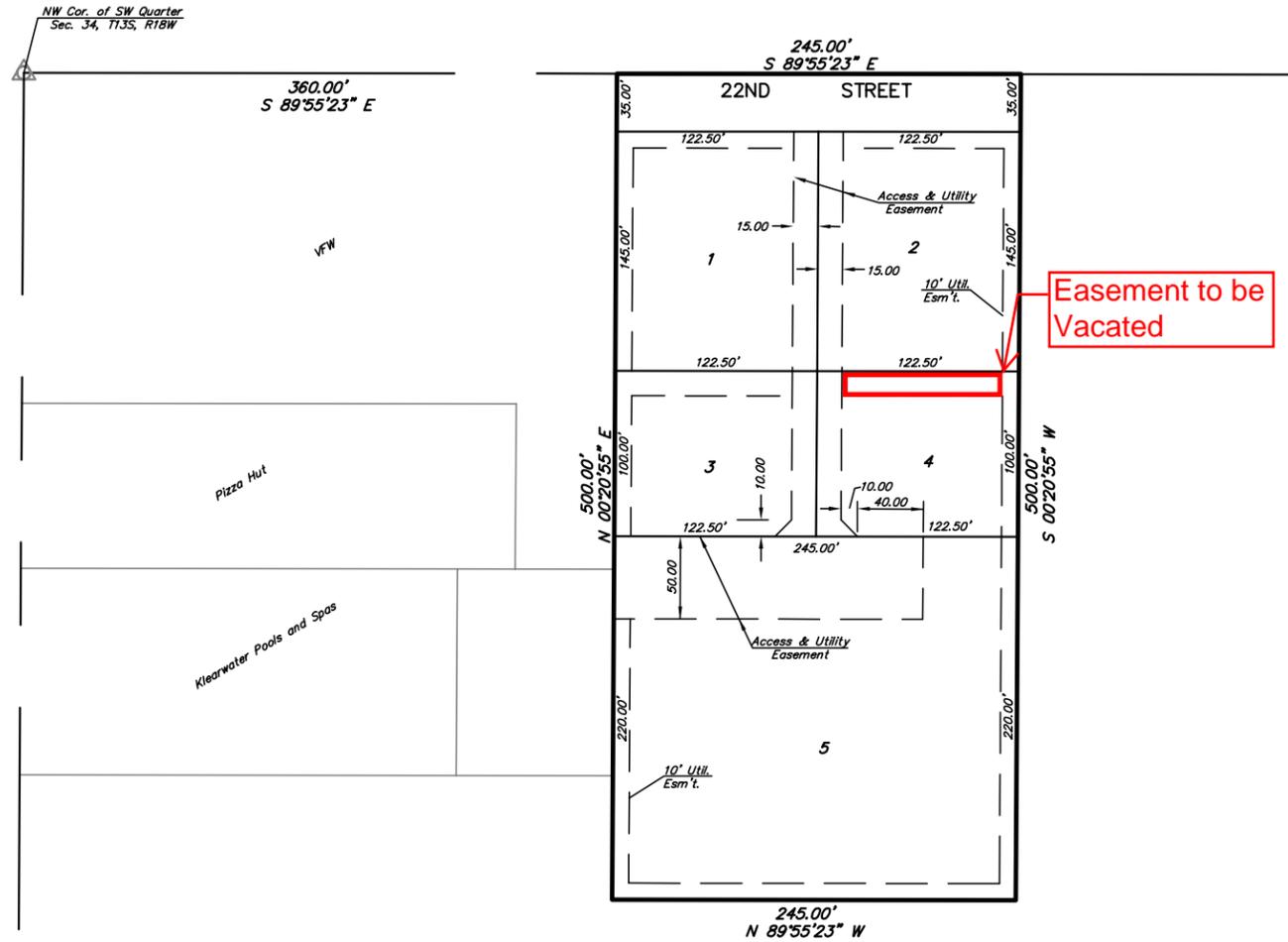
State of Kansas, County of Ellis, ss:  
I hereby certify that the review of this plat was found to be in compliance with the requirements of K.S.A. 58-2005. Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURVEYOR'S CERTIFICATE:**

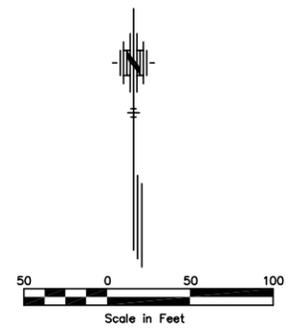
I, Harvey Ruder, a Registered Land Surveyor in the State of Kansas, do hereby certify this Plat to be true and correct to the best of my knowledge.  
\_\_\_\_\_  
Harvey Ruder      Date

**RUDER ENGINEERING  
& SURVEYING, LLC**  
1376 Butterfield Trail Rd.  
Hays, Kansas 67601  
785-628-8134

# PLAT OF RAG ADDITION HAYS, KANSAS



Location Map



**APPROVALS:**

This plat, RAG Addition, has been submitted to and approved by the Hays Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
MAYOR

The dedications shown on this plat accepted by the City Commission of the City of Hays, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_, City Clerk

John T. Bird, Attorney for the City of Hays

**OWNER'S CERTIFICATE:**

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\_\_\_\_\_  
Gary Haselhorst (Husband)      Sandra Haselhorst (Wife)

\_\_\_\_\_  
Ralph Augustine (Husband)      Lois Augustine (Wife)

**NOTARY CERTIFICATE:**

State of Kansas, County of Ellis, ss:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, came Gary and Sandra Haselhorst, husband and wife, and Ralph and Lois Augustine, husband and wife, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**RECORDED:**

State of Kansas, County of Ellis, ss:  
This is to certify that this instrument was filed for record in the Register of Deeds Office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_.

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REGISTER OF DEEDS      DEPUTY

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**STREETS & EASEMENTS:**

Streets, as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.  
Easements are hereby dedicated for public use, for access, or as utility easement right-of-way, which are shown as lying between the dashed lines in widths indicated and as set forth on this plat, and said easements may be employed for the purpose of installing, repairing and maintaining gas lines, electric lines, telephone lines, and all other forms and types of public utilities, now or hereafter used, by the public over, under and along the strips marked "Utility Esm't."

**REVIEW SURVEYOR'S CERTIFICATE:**

State of Kansas, County of Ellis, ss:  
I hereby certify that the review of this plat was found to be in compliance with the requirements of K.S.A. 58-2005. Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURVEYOR'S CERTIFICATE:**

I, Harvey Ruder, a Registered Land Surveyor in the State of Kansas, do hereby certify this Plat to be true and correct to the best of my knowledge.  
\_\_\_\_\_  
Harvey Ruder      Date

**RUDER ENGINEERING & SURVEYING, LLC**  
1376 Butterfield Trail Rd.  
Hays, Kansas 67601  
785-628-8134

PETITION TO VACATE A UTILITY EASEMENT

The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas.

TO THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

The undersigned is the owner in fee simple of the following described real estate, situated in the City of Hays, Ellis County, Kansas, to-wit:

The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas;

and hereby petitions the Governing Body of the City of Hays, Kansas to vacate the following described utility easement:

The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas.

*David Randa*

David Randa

State of Kansas )

)

County of Ellis )

This instrument was acknowledged before me this 12th day of December, 2014 by David Randa, Owner.

*Linda K. Bixenman*

Notary Public



**Published in the Hays Daily News one time on Thursday, December 18, 2014**

**NOTICE TO VACATE A UTILITY EASEMENT**

**The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas.**

STATE OF KANSAS,  
COUNTY OF ELLIS, SS:

TO WHOM IT MAY CONCERN: TAKE NOTICE that a legal petition signed by David Randa to vacate the 15 foot utility easement that runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas, has been presented to the Governing Body of the City of Hays, Kansas, praying for the vacation of the following utility easement further described as follows:

**The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas**

This notice is given pursuant to K.S.A. 12-504. Further take notice that a Public Hearing regarding the vacate of the utility easement will be held in the Commission Room at the City of Hays Hall, 1507 Main Street, Hays, Kansas on the 8th day of January, 2015 and all persons interested may attend and have a hearing.

Witness my hand and the official seal of said City, this \_\_\_\_ day of \_\_\_\_\_, 2014.

Brenda Kitchen, City Clerk



# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 1-8-15

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**TOPIC:**

Vacate of Utility Easement in RAG Addition

**ACTION REQUESTED:**

Approve Ordinance No. 3894 authorizing the vacate of the 15' wide utility easement between lots 2 and 4 of the RAG Addition.

**NARRATIVE:**

The Rag Addition was platted in 2013. This particular utility easement was platted at the request of Midwest Energy for the possible placement of gas and/or electric utilities between lots 2 and 4. A request has been made by lot owner David Randa to vacate the platted 15 foot utility easement in the RAG Addition, specifically located between lots 2 and 4. The proposed layout of the site will not require any MWE utilities to occupy this space between the two lots and representatives of MWE support the vacation of the easement. Notice of Public Hearing as required by State Statute was published December 18<sup>th</sup>, 2014. This request has been reviewed by city staff and has gone before the Utility Advisory Committee for review. All those involved have determined that the easement is not necessary for the proposed development and do agree with the vacate request.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Toby Dougherty, City Manager  
I.D. Creech, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Assuming no protests at the public hearing, staff recommends approval of the ordinance vacating the utility easement.

**COMMITTEE RECOMMENDATION(S):**

The Utility Advisory Committee recommends approval of this request.

**ATTACHMENTS:**

Ordinance No. 3894

**ORDINANCE NO. 3894**

**AN ORDINANCE VACATING A PORTION OF A PUBLIC  
UTILITY EASEMENT LOCATED IN THE RAG ADDITION TO  
THE CITY OF HAYS, KANSAS.**

WHEREAS, the Governing Body of the City of Hays, Kansas, finds it necessary and expedient that a portion of a utility easement located in the RAG Addition to the City of Hays (as shown in **Exhibit A**), described as follows, to wit:

The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas,

be vacated;

WHEREAS, K.S.A. 12-504, authorizes the vacation of lands by the City Governing Body under certain conditions, which have now been met;

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

Section 1. That a portion of the utility easement located in the RAG Addition to the City of Hays, described as follows, to-wit:

The utility easement to be vacated is 15.00 feet wide and runs parallel with and along the north property line of Lot 4 of the RAG Addition to the City of Hays, Kansas,

be and the same is hereby vacated.

Section 2. This ordinance shall be effective upon publication in The Hays Daily News, the official city newspaper.

PASSED AND ADOPTED this 8th day of January, 2015.

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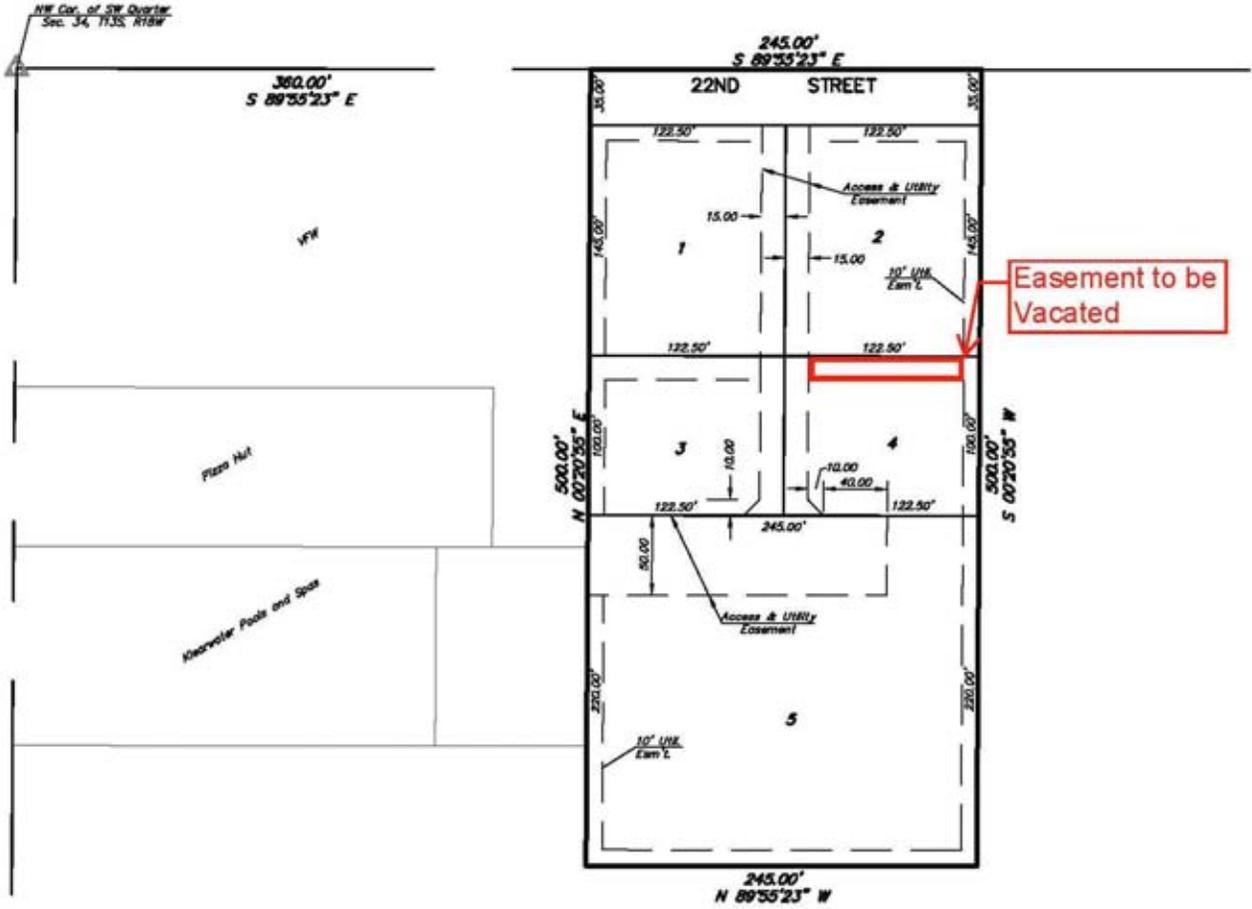
Henry Schwaller  
Mayor

ATTEST:

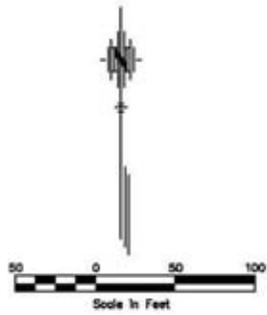
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Brenda Kitchen  
City Clerk

**EXHIBIT A**  
**MAP OF THE UTILITY EASEMENT TO BE VACATED**



*Location Map*





# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 1-8-15

---

**TOPIC:**

46<sup>th</sup> St. 2<sup>nd</sup> Addition Phase II Resolution to Establish Benefit District (Coolidge Ct. and Adams Dr.)

**ACTION REQUESTED:**

Approve Resolution No. 2015-001 authorizing the creation of a special benefit district for infrastructure improvements in the estimated amount of \$500,000 for the development of 18 lots along Coolidge Ct. and Adams Dr. within the 46<sup>th</sup> St. 2<sup>nd</sup> Addition.

**NARRATIVE:**

Western Plains Service Corp. has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 18 lots adjacent to West 46<sup>th</sup> St. within the 46<sup>th</sup> St. 2<sup>nd</sup> Addition. The engineers estimate for total construction costs are \$550,000. This project is consistent with past residential developments within the City of Hays. There are no over-sizing costs to the City in this project therefore no City capital will be expended for the construction of this project. Staff recommends adopting the attached resolution authorizing the improvements in the estimated amount of \$550,000.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Toby Dougherty, City Manager  
I.D. Creech, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Staff recommends adopting the attached resolution authorizing the creation of a special benefit district for improvements in the estimated amount of \$500,000.

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Staff Memo  
Resolution No. 2015-001  
Signed Petition  
Map(s) of Benefit District

# Commission Work Session Agenda

## Memo

**From:** Jesse Rohr, PIE Superintendent

**Work Session:** December 30, 2014

**Subject:** 46<sup>th</sup> St. 2<sup>nd</sup> Addition Phase II Resolution to Establish Benefit District (Coolidge Ct. and Adams Dr.)

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

### Summary

Western Plains Service Corp. has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 18 lots adjacent to West 46<sup>th</sup> St. within the 46th St. 2<sup>nd</sup> Addition for the lots along Coolidge Ct. and Adams Dr. The engineer's estimate for total construction costs are \$550,000. This project is consistent with past residential developments within the City of Hays. There are no over-sizing costs to the City in this project therefore no City capital will be expended for the construction of this project. Staff recommends adopting the attached resolution authorizing the improvements in the estimated amount of \$550,000.

### Background

This is a continuation of an existing development that has been developing in phases over the last several years. This project follows the plan that has been set forth and constructed in various phases over the last 20 years. This is the final phase for the entire area and will end an approximately 20 year development time span for this area.

### Discussion

Western Plains Service Corp. has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 18 lots adjacent to West 46<sup>th</sup> St. within the 46th St. 2<sup>nd</sup> Addition for the lots along Coolidge Ct. and Adams Dr. The engineer's estimate for total construction costs is \$550,000. There are no over-sizing costs to the City in this project. The final extension and construction of two streets (Coolidge Ct. and Adams Dr.) will be completed along with the associated utilities (water, sanitary sewer, and storm sewer) as specified by the City of Hays Development Policy Infrastructure Guidelines for New Development. This project is consistent with past residential developments within the City of Hays and conforms to the Master Plan of the City.

### **Legal Consideration**

Bond Counsel has approved all of the forms and Resolution for this item and there are no other legal concerns.

### **Financial Consideration**

The developer is intending to finance the development project through the creation of a special benefit district. 70% of the costs for this project will be allowed to be special assessed with the remaining 30% being paid in full by the developer prior to award of the construction contract. There are no over-sizing costs to the City in this project therefore no City capital will be expended for the construction of this project.

### **Options**

Options include the following:

- Approve the Resolution authorizing the creation of the special benefit district for the 46<sup>th</sup> St. 2<sup>nd</sup> Addition, Phase II
- Do not approve the Resolution.

### **Recommendation**

Staff recommends adopting the attached resolution authorizing the creation of a special benefit district for improvements in the estimated amount of \$550,000.

### **Action Requested**

Approve the Resolution authorizing the creation of a special benefit district for infrastructure improvements in the estimated amount of \$550,000 for the development of 18 lots along Coolidge Ct. and Adams Dr. within the 46<sup>th</sup> St. 2<sup>nd</sup> Addition.

### **Supporting Documentation**

Signed Petition  
Map(s) of Benefit District  
Resolution

**RESOLUTION NO. 2015-001**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYS, KANSAS, MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF CERTAIN WATER LINE, SANITARY SEWER, STORM SEWER, STREET IMPROVEMENTS, AND OTHER NECESSARY AND APPROPRIATE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS.**

**WHEREAS**, a petition (the "Petition") was filed on November 29, 2014 with the City Clerk of the City of Hays, Kansas, (the "City"), proposing certain internal improvements described herein; and said petition sets forth: (a) the general nature of the proposed improvements, (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the Improvement District and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04 (the "Act"); and

**WHEREAS**, the Governing Body of the City hereby finds and determines that said petition has been signed by all the owners of property to be included in the proposed improvement district and is therefore sufficient pursuant to the Act.

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

**SECTION 1. Findings of Advisability.** The Governing Body hereby finds and determines that it is advisable to make the following improvements in accordance with K.S.A 12-6a01 *et seq.*:

- (a) General nature of the improvements: The installation of water lines, sanitary sewer lines, and storm sewers along, and the grading, paving, curbing and guttering of Adams Drive and Coolidge Court cul-de-sacs (the "Improvements"). All construction shall be done in accordance with the City of Hays Standards.
- (b) The estimated or probable cost of the Improvements is: \$550,000.00 to be increased at the pro-rata rate of 0.50% per month from and after the date of adoption of this Resolution, plus costs of issuance and plus costs of interest on any temporary financing (the "Improvement Costs").
- (c) The extent of the Improvement District to be assessed for the Improvement Costs is:
  - Lot Thirteen (13) and Lot Fourteen (14), Block Four (4)  
In a Replat of 46<sup>th</sup> Street First Addition to the City of Hays, Ellis County, Kansas;
  - And
  - Lot Eight (8) through Lot Sixteen (16), Block Three (3);  
Lot Nineteen (19) through Lot Twenty-Five (25), Block Three (3);  
All in 46<sup>th</sup> Street Second Addition to the City of Hays, Ellis County, Kansas.
  - (the "Improvement District")
- (d) The method of assessment is: equally per lot without regard to lot size, each lot being assessed 1/18<sup>th</sup> of the Improvement Costs.
- (e) The apportionment of the Improvement Costs between the Improvement District and the City-at-large shall be as follows:

Seventy percent (70%) of the total Improvement Costs shall be apportioned to the Improvement District and thirty percent (30%) to the City-at-large.

**SECTION 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body of the City as set forth in Section 1 of this Resolution.

**SECTION 3. Intent to Reimburse.** The City expects to make capital expenditures on and after the date of this Resolution in connection with the Improvements, and intends to reimburse itself for such expenditures with the proceeds of one or more series of general obligation bonds and temporary notes of the City in the maximum principal amount of \$550,000.00 increased by 0.50% per month from and after the date of adoption of this Resolution, plus costs of issuance and plus costs of interest on any temporary financing.

**SECTION 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the *Hays Daily News*, the official City newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ellis County, Kansas.

**ADOPTED AND APPROVED** by the Governing Body of the City of Hays, on January 8, 2015.

(Seal)

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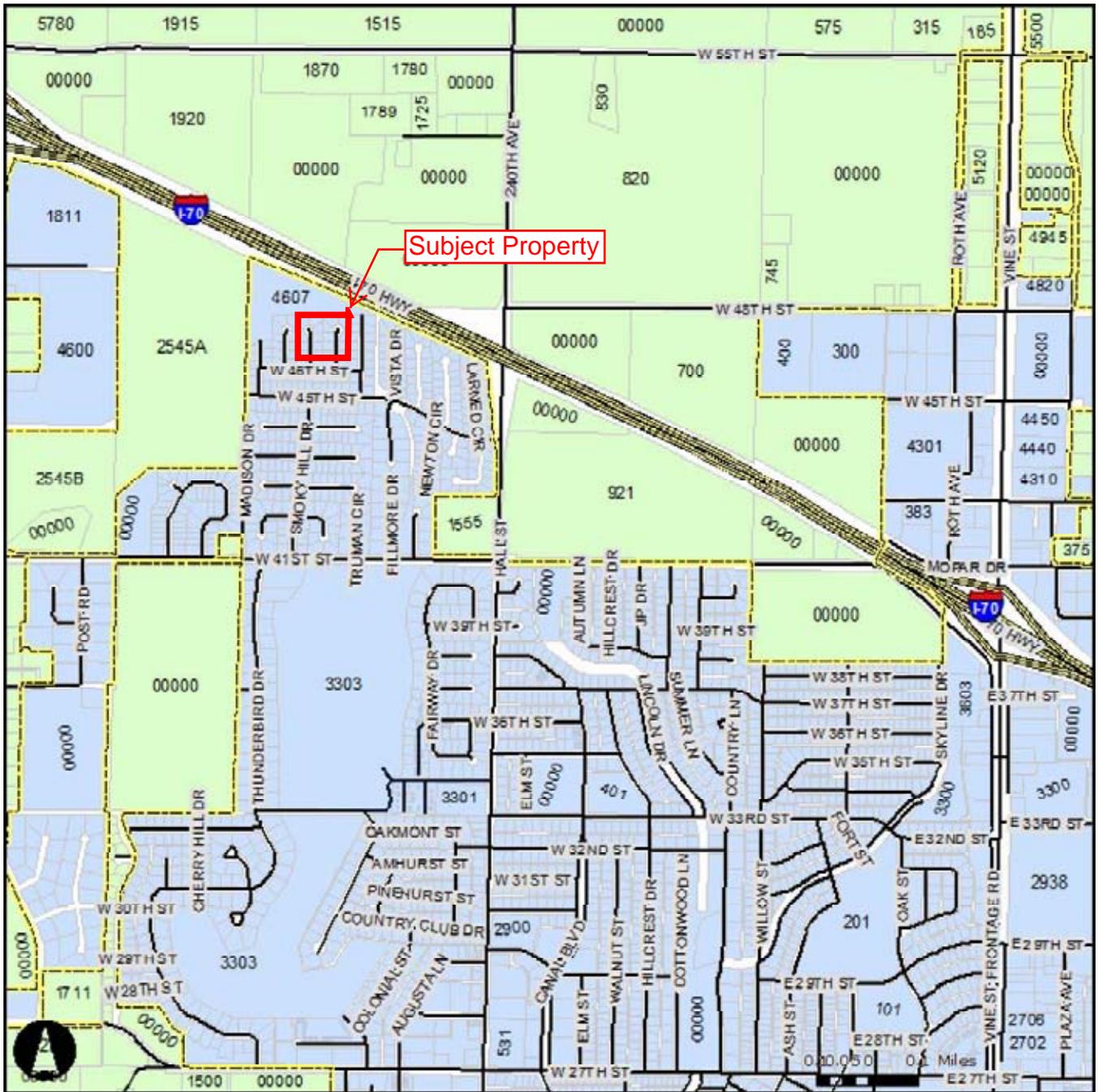
HENRY SCHWALLER, IV  
MAYOR

ATTEST:

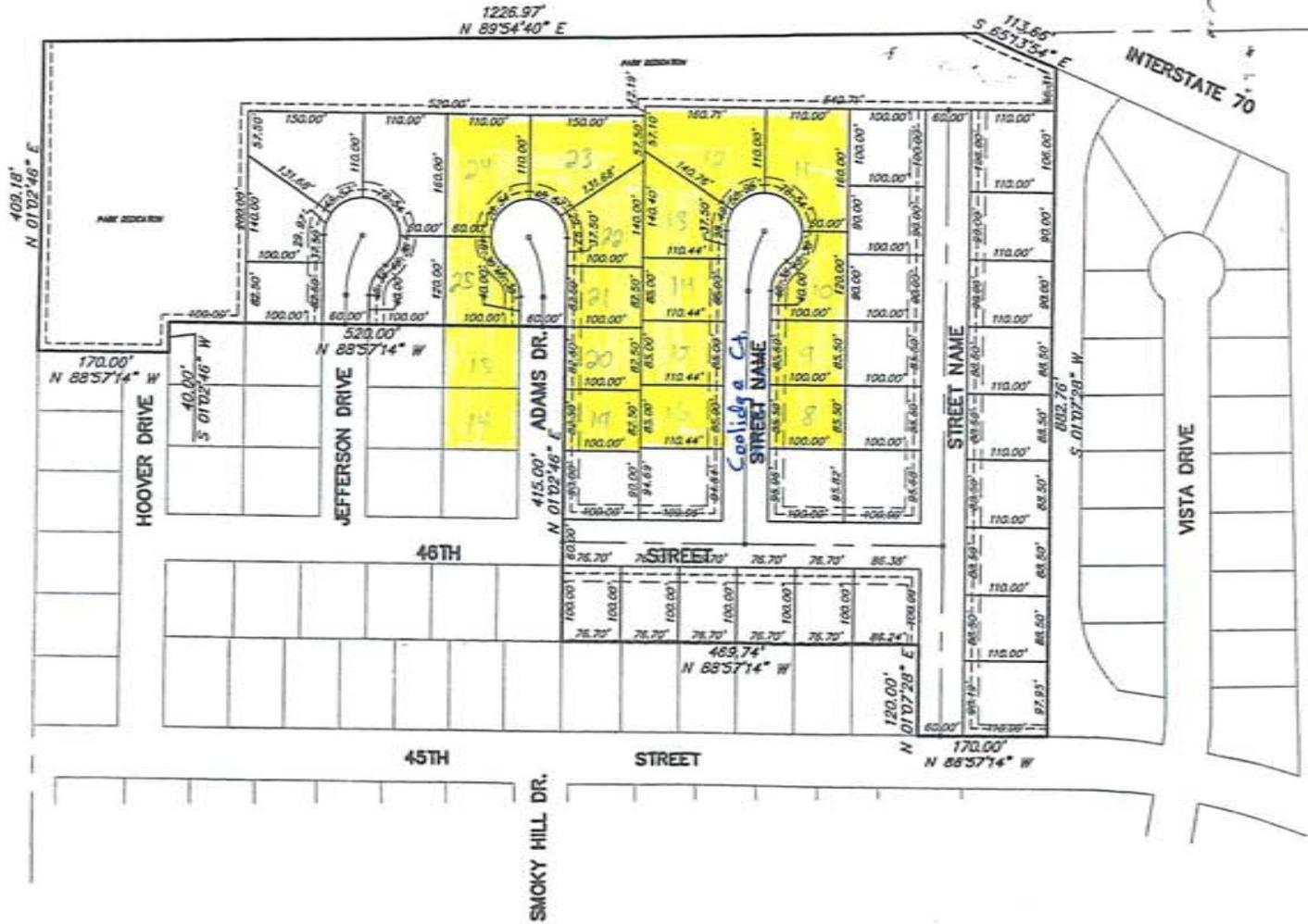
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BRENDA KITCHEN  
CITY CLERK

# 46th St. 2nd Addition



PLAT OF  
 46TH STREET SECOND ADDITION  
 HAYS, KANSAS



## PETITION FOR PUBLIC IMPROVEMENTS

We the undersigned owner(s) of record of property liable for assessment for the following proposed improvements hereby propose that such improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*, as amended (the "Act").

(a) The proposed improvements are as follows:

The installation of water lines, sanitary sewer lines, and storm sewers along, and the grading, paving, curbing and guttering of Adams Drive and Coolidge Court cul-de-sacs (the "Improvements"), all in the 46<sup>th</sup> Street First and Second Additions to the City of Hays, Kansas.

(b) The estimated or probable cost of the Improvements is \$550,000.00 to be increased at the pro-rata rate of ½ percent per month from and after the date of adoption of the resolution determining the advisability of the Improvements, plus cost of issuance and plus costs of interest on any temporary financing (the "Improvement Costs").

(c) The extent of the proposed Improvement District to be assessed is:

Lot Thirteen (13) and Lot Fourteen (14), Block Four (4),  
In a Replat of 46<sup>th</sup> Street First Addition to the City of Hays, Ellis County, Kansas; and

Lot Eight (8) through Lot Sixteen (16), Block Three (3);  
Lot Nineteen (19) through Lot Twenty-Five (25), Block Three (3);  
All in 46<sup>th</sup> Street Second Addition to the City of Hays, Ellis County, Kansas

(the "Improvement District") located generally as shown on *Exhibit A* attached hereto.

(d) The proposed method of assessment to the Improvement District is as follows:

Equally on an individual per lot basis being computed without regard to lot size, each lot being assessed 1/18<sup>th</sup> of the Improvement Costs.

(e) The apportionment of the total actual Improvement Costs shall be as follows:

Seventy percent (70%) to the Improvement District and thirty percent (30%) to the city-at-large.

(f) We further propose that the Improvements be made without notice and hearing as required by the Act, specifically K.S.A. 12-6a04(a).

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# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 9

MEETING DATE: 1-8-15

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**TOPIC:**

46<sup>th</sup> St. 2<sup>nd</sup> Addition Phase II Engineering Services Agreement (Coolidge Ct. and Adams Dr.)

**ACTION REQUESTED:**

Approve the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for an amount not to exceed \$26,000 for the development of Phase II of the 46<sup>th</sup> St. 2<sup>nd</sup> Addition.

**NARRATIVE:**

Western Plains Service Corp. has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 18 lots adjacent to West 46<sup>th</sup> St. within the 46<sup>th</sup> St. 2<sup>nd</sup> Addition. The resolution accepting the petition is moving forward under a separate agenda item. Ruder Engineering and Surveying, L.L.C. has now prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$26,000. Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for professional services related to improvements to Phase II of the 46<sup>th</sup> St, 2<sup>nd</sup> Addition in an amount not to exceed \$26,000.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Toby Dougherty, City Manager  
I.D. Creech, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for professional services related to improvements to Phase II of the 46<sup>th</sup> St. 2<sup>nd</sup> Addition in an amount not to exceed \$26,000.

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Staff Memo  
Map of Area  
Engineering Services Agreement

# Commission Work Session Agenda

## Memo

**From:** Jesse Rohr, PIE Superintendent

**Work Session:** December 30, 2014

**Subject:** 46<sup>th</sup> St. 2<sup>nd</sup> Addition Phase II Engineering Services Agreement (Coolidge Ct. and Adams Dr.)

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

### Summary

Western Plains Service Corp. has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 18 lots adjacent to West 46<sup>th</sup> St. within the 46th St. 2<sup>nd</sup> Addition. The resolution accepting the petition is moving forward under a separate agenda item. Ruder Engineering and Surveying, L.L.C. has now prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$26,000. Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for professional services related to improvements to Phase II of the 46<sup>th</sup> St, 2<sup>nd</sup> Addition in an amount not to exceed \$26,000.

### Background

This is a continuation of an existing development that has been developing in phases over the last several years. This project follows the plan that has been set forth and constructed in various phases over the last 20 years. This is the final phase for the entire area and will end an approximately 20 year development time span for this area.

### Discussion

Western Plains Service Corp. has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 18 lots adjacent to West 46<sup>th</sup> St. within the 46th St. 2<sup>nd</sup> Addition. The resolution accepting the petition is moving forward under a separate agenda item. Ruder Engineering and Surveying, L.L.C. has prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$26,000. The final extension and construction of two streets (Coolidge Ct. and Adams Dr.) will be completed along with the associated utilities (water, sanitary sewer,

and storm sewer) as specified by the City of Hays Development Policy Infrastructure Guidelines for New Development.

### **Legal Consideration**

The transaction is a pass-through procedure for the City and there are no known legal obstacles to proceeding as recommended by City Staff.

### **Options**

Options include the following:

- Approve the Engineering Services Agreement
- Do not approve the Agreement

### **Recommendation**

Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for professional services related to improvements to Phase II of the 46<sup>th</sup> St. 2<sup>nd</sup> Addition in an amount not to exceed \$26,000.

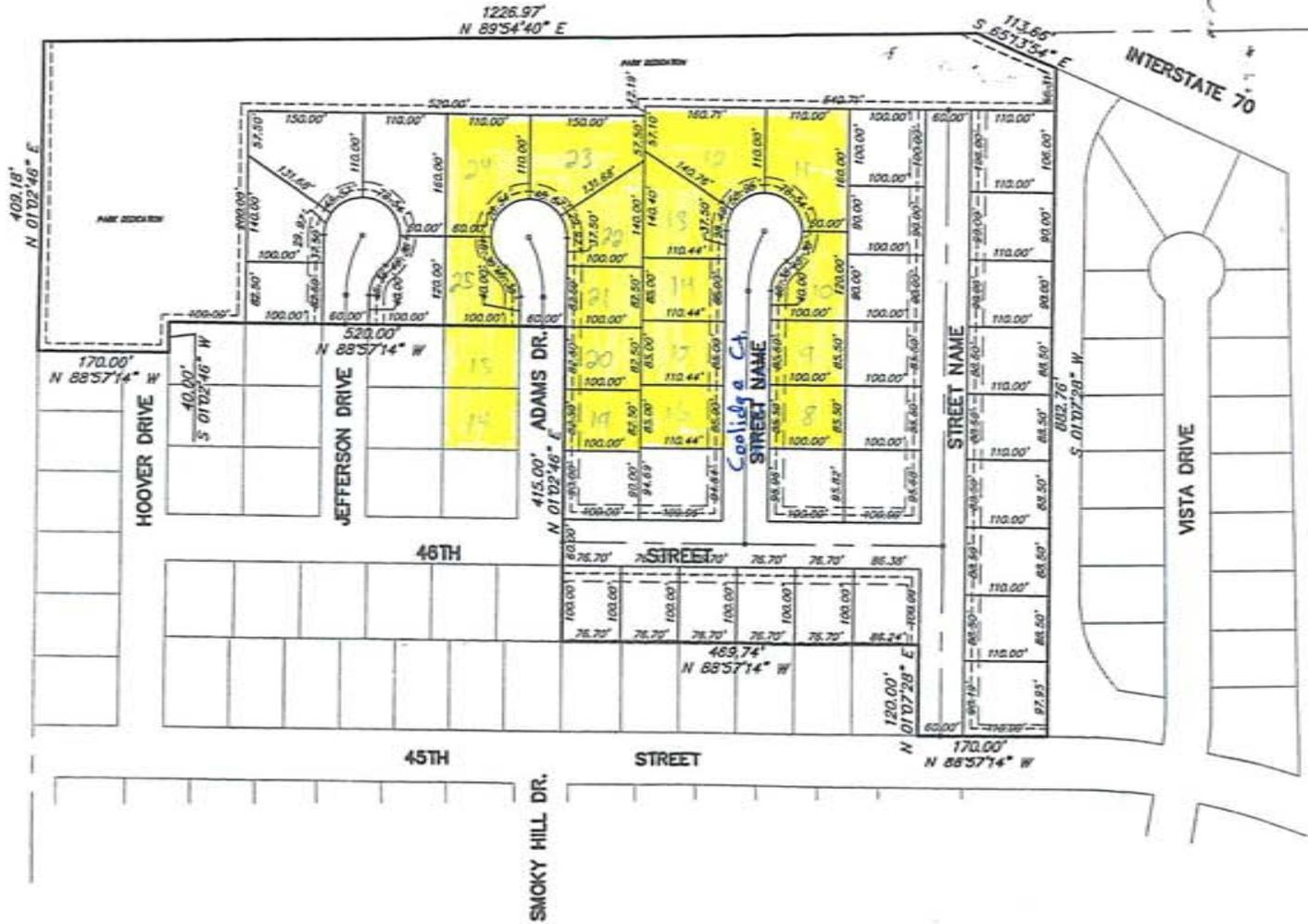
### **Action Requested**

Approve the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for an amount not to exceed \$26,000 for the development of Phase II of the 46<sup>th</sup> St. 2<sup>nd</sup> Addition.

### **Supporting Documentation**

Map of Area  
Engineering Services Agreement

PLAT OF  
 46TH STREET SECOND ADDITION  
 HAYS, KANSAS



# ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the City of Hays, Kansas, party of the first part, hereinafter referred to as the "City", and Western Plains Service Corporation, party of the second part, hereinafter referred to as the "Developer" and the firm of Ruder Engineering & Surveying, LLC, party of the third part, hereinafter referred to as the "Consultant".

WITNESSETH:

That the City and the Developer plan to complete improvements to and within the Replat of a Portion of 46<sup>th</sup> Street First Addition and also the 46<sup>th</sup> Street Second Addition to the City of Hays. The improvements include the sanitary sewer lines, water lines and street construction needed to serve the lots on Adams Drive and Coolidge Court in said Additions.

These improvements will be hereinafter referred to as the "IMPROVEMENT".

That the City and the Developer require professional engineering services to assist them in implementing the IMPROVEMENT.

That the City and the Developer have selected Ruder Engineering & Surveying, LLC to perform these services;

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the Parties hereto agree as follows:

## ARTICLE I SCOPE OF SERVICES

Ruder Engineering & Surveying, LLC shall be responsible for engineering services required by the various portions of the "IMPROVEMENT". The services required on the "IMPROVEMENT" are described as follows:

### *Engineering Design Phase:*

1. Perform field surveys to collect pertinent topographic and engineering data necessary to complete the design of the water lines, sewer lines and streets as listed above.
2. Prepare bid and construction documents in sufficient detail, using City's standards, where applicable, to allow competitive bids to be received. All portions of the project shall be included in the same set of the bid and construction documents.
3. Review documents and project budget and perform a field check of the project with City Staff and the Developer.

4. Prepare "Engineers Estimate of Probable Cost" to be used in evaluating bids.
5. Assist in obtaining necessary approvals and permits from KDHE.
6. Design a complete Stormwater Pollution Prevention Plan in accordance with KDHE General Construction Stormwater Permit. The Plan shall require that the contractor for the Improvements, shall maintain the sediment and erosion controls during the construction of the Improvements.

***Contractor Solicitation Phase:***

1. Assist the City and the Developer in soliciting interest from contractors by:
  - a. Preparing a Notice to Contractors, which can be published (at the City's expense) in appropriate newspapers.
  - b. Mailing the Notice to Contractors to approved contractors.
2. Provide bid documents to interested contractors and plan rooms.
3. Address contractor questions and issue appropriate addenda during the bid preparation period.
4. Attend the bid opening, tabulate the submitted bids, analyze the bids and make recommendations to the City and the Developer regarding award of the construction contracts.
5. Prepare contract documents and distribute for execution. Collect fully executed documents and distribute to the appropriate parties.

***Construction Engineering Phase:***

1. Conduct a pre-construction conference.
2. Review all shop drawings and submittals.
3. Review contractor schedules.
4. Provide on-site inspection to maintain compliance with the construction and contract documents.
5. Review and submit periodic Contractor pay estimates to the City and the Developer for payment.
6. Prepare change orders as necessary.
7. Conduct a final inspection of every part of the work prior to acceptance of the work by the City and the Developer.
8. Prepare record drawings.

9. Inspect stormwater controls in accordance with a schedule as listed on the Stormwater Pollution Prevention Plan and ensure that the Contractor maintains the erosion and sediment controls.

***Warranty Inspection Phase:***

1. Conduct a warranty inspection approximately one year from the date of acceptance of the project and monitor repair of any deficient items.

**ARTICLE II  
TIME SCHEDULE**

The services listed in the above scope of services shall be completed as shown on the following schedule:

<b>Task</b>	<b>Proposed Date of Completion</b>
Notice to Proceed	<u>1-8-15</u>
Review Plans	<u>1-19-15</u>
Final Review Due	<u>1-23-15</u>
Send out for bids	<u>1-26-15</u>
Pre-bid meeting	<u>1-28-15</u>
Open bids	<u>2-4-15</u>
City Work Session	<u>2-19-15</u>
Award bids	<u>2-26-15</u>
Construction Engineering Phase	<u>80</u> Working Days
Warranty Inspection	<u>20</u> Working Days

**ARTICLE III  
COMPENSATION**

**Water Line:**

Engineering Design Phase	Not-to-Exceed	\$2,200.00	
Contractor Solicitation Phase	Not-to-Exceed	\$400.00	
Construction Engineering Phase	Not-to-Exceed	\$2,200.00	
Warranty Inspection	Not-to-Exceed	<u>\$200.00</u>	
		<i>Water Line Subtotal</i>	<b>\$5,000.00</b>

**Sewer Line:**

Engineering Design Phase	Not-to-Exceed	\$3,500.00	
Contractor Solicitation Phase	Not-to-Exceed	\$400.00	
Construction Engineering Phase	Not-to-Exceed	\$3,500.00	
Warranty Inspection	Not-to-Exceed	<u>\$200.00</u>	
		<i>Sewer Line Subtotal</i>	<b>\$7,600.00</b>

**Streets:**

Engineering Design Phase	Not-to-Exceed	\$6,400.00	
Contractor Solicitation Phase	Not-to-Exceed	\$400.00	
Construction Engineering Phase	Not-to-Exceed	\$6,400.00	
Warranty Inspection	Not-to-Exceed	<u>\$200.00</u>	
		<i>Streets Subtotal</i>	<b>\$13,400.00</b>

**GRAND TOTAL NOT-TO-EXCEED      \$26,000.00**

The Consultant shall submit an invoice to the City on a monthly basis. The invoice shall show the percentage complete for each phase as shown above. The sum of all invoices submitted for each phase shall not exceed the amount listed above for the applicable phase.

The Consultant will submit invoices within 20 days after the last day of each month during which work on the Project has been in progress. The City will pay the Consultant within thirty days after receipt of the Consultant's statement.

**ARTICLE IV  
MISCELLANEOUS PROVISIONS**

1. **Change in Scope.** The scope of the work described in Article I, Scope of Services shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modifications in the scope of the work shall be incorporated by supplemental agreement. At the time of such modification of work, equitable adjustments will be made by the parties in the time of performance and the compensation to be paid on the project.

2. **Conferences.** Representatives of the City and the Developer may arrange for such conference and visits as may be deemed necessary or desirable during the progress of the work.

3. **Termination.** The City and the Developer reserve the right to terminate this Agreement at any time, upon written notice, in the event the services of the Consultant are unsatisfactory, or upon failure to prosecute the work with due diligence or to complete the work within the time limits specified; provided, however, that in any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

4. **Binding Upon Successors.** This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

5. **Liability and Indemnification.**

a. **General.** Having considered the potential liabilities that may exist during performance of the Services, the benefits of the Project, and the Consultant's fee for the Services, and in consideration of the promises contained in this Agreement, the Agreement Parties agree to allocate and limit such liabilities in accordance with this Article.

b. **Indemnification.** The Agreement Parties each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Agreement Parties, they shall be borne by each party in proportion to its own negligence.

c. **Employee Claims.** Each party of the Agreement shall indemnify the other parties against legal liability for damages arising out of claims by said party's employees.

d. **Survival.** Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this article shall survive.

6. **Opinions of Cost and Schedule.** Since the Consultant has no control over the cost of labor, materials or equipment furnished by others, or over the resources provided by others to meet Project schedules, the Consultant's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. The Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from the Consultant's opinion of probable costs or that actual schedules will not vary from the Consultant's projected schedules.

7. **Reuse of Documents.** All documents, including, but not limited to, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are instruments of service in respect to a Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of a project or on any other project. Any reuse without prior written verification or adaptation by the Consultant for the specific purpose intended will be at the City's

sole risk and without liability or legal exposure to the Consultant. The City shall defend, indemnify, and hold harmless the Consultant against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the Consultant to additional compensation at rates to be agreed upon by the involved parties.

**8. Ownership of Documents and Intellectual Property.** Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the Developer, provided, however, that the Consultant shall have the unrestricted right to their use. The Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software and other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of the Services shall be the joint property of the Consultant and the Developer, provided that the Consultant shall have the right to use said property in its ordinary course of business.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers in four counterparts, each of which shall be deemed an original, on the day and year first written.

ATTEST:

CITY OF HAYS, KANSAS

\_\_\_\_\_  
Hays City Clerk

\_\_\_\_\_  
Mayor

ATTEST:

WESTERN PLAINS SERVICE CORPORATION

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

RUDER ENGINEERING & SURVEYING, LLC

  
\_\_\_\_\_

  
\_\_\_\_\_  
Harvey Ruder, PE, RLS

## COMMISSION INFORMATIONAL MEMORANDUM

TO: City Commission  
FROM: Toby Dougherty, CPM  
City Manager  
DATE: January 5, 2015

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Attached are the following items:

1. The minutes of the November 24, 2014 regular meeting of the **Hays Housing Authority Board**.
2. The December 2014 **SkyWest Airlines On-time Report** for the Hays Regional Airport.

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

aw



**Hays Housing Authority  
November 24, 2014**

The Board of Commissioners of the Public Housing Authority of the City of Hays met in the Community Room for the monthly meeting November 24, 2014.

Commissioners Present: Sue Rouse, Chair  
Al Klaus, Vice-Chair  
Betty Innes  
Cathy Van Doren

Commissioners Absent: Daron Jamison

HHA Staff Present: Kathy Nelson, Executive Director

**MINUTES**

- Al Klaus moved to approve the minutes of the October 27, 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**

- October 2014 Section 8 financial reports prepared by the fee accountant were presented to the Commissioners. Al Klaus moved to accept the reports as presented, Cathy Van Doren seconded the motion. All Commissioners voted “Aye” – motion carried. Housing assistance payments were made on behalf of 66 families for the month of November. One family will end participation November 30<sup>th</sup>. The admissions process has been completed for one family to begin December 1<sup>st</sup> and two other Request for Tenancy Approval forms have been received. Four vouchers are currently outstanding and two more briefings have been scheduled.

**BILLS AND COMMUNICATIONS**

- October 2014 Public Housing financial reports prepared by the fee accountant were presented to the Commissioners. Cathy Van Doren moved to accept the reports as presented, Al Klaus seconded the motion. All Commissioners voted “Aye” – motion carried. It has been necessary to send a 14 Day Notice to Quit for Nonpayment of Rent to one tenant.

**Hays Housing Authority**  
**November 24, 2014**

**OLD BUSINESS**

- **Capital Fund Program** – Commissioners were provided with spreadsheets for the open Capital Fund Grants. The new spiral slide is in the process of being installed.

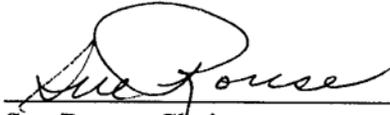
**NEW BUSINESS**

- Kathy reported that a representative from AHRMA Insurance had completed a loss control visit of the complex. In general the representative found the buildings and grounds to be very well-kept and in good condition. Some recommendations offered were adding a fire extinguisher in the Community Room and Laundry Room which has been done; repair or replacement of the cracked slide which is currently being replaced; guards need to be installed on the grinder in the maintenance area; and a formal Emergency Preparedness Plan should be developed and implemented. Kathy will address these issues.
- The annual inspection of all fire extinguishers has been completed with the addition of two new extinguishers in the Community and Laundry Rooms.
- The Housing Authority office will be closed November 27<sup>th</sup> & 28<sup>th</sup> for the Thanksgiving holiday.
- An appointment has been scheduled with Kelly Kent with Lifewise Renovations from Kansas City. He and a colleague are researching the possibility of developing an affordable senior housing development in the Hays area.
- The tenants given notice of lease termination due to their recent arrest for drug related activity will vacate the unit by November 30<sup>th</sup>. Tenants in a two bedroom unit have transferred to a three bedroom unit and the two bedroom unit is nearly ready for a new tenant.
- **2015 Public Housing Budget** – Commissioners were provided with the 2015 Public Housing Operating Budget in the HUD format that was prepared by the Fee Accountant. At the September meeting Commissioners approved a preliminary budget for submission to the Fee Accountant including a three percent increase for staff. After discussion Al Klaus moved to adopt Resolution #2014-8 approving the 2015 Public Housing Budget, Sue Rouse seconded the motion. All Commissioners voted “Aye” – motion carried.
- **December Board Meeting Date** – Commissioners discussed the date of the December meeting and decided to hold the meeting on the regular date and time Monday, December 29, 2014 at 4:00 p.m.

**Hays Housing Authority**  
**November 24, 2014**

Next meeting will be held Monday, December 29, 2014.

  
Kathy Nelson, Executive Director

  
Sue Rouse, Chair





Skywest Airlines On-Time Report

	Dec-14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Under 15 Min On- Time	15-44 Min Late	45-74 Min Late	75 -104 Min Late	105 Min Late or more	Canceled						
640			x	x	x	x	C	L	L	x	x	x	C	x	x	x	C																	67%	13%				20%					
650	x	x																	x	x	x	x	C	x		x	C	x	L	L	C			67%	13%				20%					
1322	x	x																																										
1327																			x	x			L	L	x	x	L			C	C	C			40%	10%		10%	10%	30%				
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2308																				x	x	x		C					C	x		L	C											
2309																																												

Average

69% 9% 0% 2% 2% 18%

Total Flights - 107

74 10 0 2 2 19

Percentage of flights delayed or canceled

31%

No time logged =na  
Late=L  
On Time=x  
Canceled=C

On time means <= 15 minutes