

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 9-29-14
Re: October 2, 2014 Work Session

Please find the attached agenda and supporting documentation for the October 2, 2014 Work Session.

Item 2 – Update on Stormwater Activities

Steven Walters, Stormwater Specialist, is going to give the Commission an update on past, ongoing and future stormwater activities. As you are well aware, there have been many projects undertaken by the Stormwater Division that have touched many parts of the city. Steven will update the Commission on what projects could be expected in future years.

Item 3 – Storm Sewer Structures Repair – Award of Bid

Please refer to the attached memorandum from Stormwater Specialist Steven Walters regarding the award of bid for storm sewer structures repair. City staff solicited proposals for repairs to storm sewer inlet structures. These are the structures adjacent to City streets. There are many of these structures that are in need of significant repairs. City staff plans to use a coating system much like the spin-cast concrete coating of the storm sewer pipes that we have undertaken the past few years. As with the previous agenda item, there are many storm sewer inlet structures throughout the city, and, in the past, we have spent little, if any, time, effort and money addressing maintenance of these structures, so this is a much-needed project.

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**CITY OF HAYS
CITY COMMISSION WORK SESSION
THURSDAY, OCTOBER 2, 2014 – 6:30 P.M.
AGENDA**

1. **ITEM FOR REVIEW: [September 18, 2014 Work Session Notes \(PAGE 1\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
2. **ITEM FOR REVIEW: [Update on Stormwater Activities \(PAGE 5\)](#)**
STAFF MEMBER RESPONSIBLE: Steven Walters, Stormwater Specialist
3. **ITEM FOR REVIEW: [Storm Sewer Structures Repair – Award of Bid \(PAGE 7\)](#)**
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
4. **OTHER ITEMS FOR DISCUSSION**
5. **EXECUTIVE SESSION (IF REQUIRED)**
6. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

City of Hays
City Commission
Work Session Notes
September 18, 2014 – 6:30 p.m.

Present: Henry Schwaller IV, Eber Phelps, Shaun Musil, Ron Mellick, Kent Steward, John Bird, Toby Dougherty

September 4, 2014 Work Session Notes

There were no corrections or additions to the minutes of the work session held on September 4, 2014; the minutes stand approved as presented.

Review of Petition and Application for Hays Mall Community Improvement District (CID)

On August 11, 2014, Hays Mall, LLC submitted a petition to create a Community Improvement District (CID), an application for economic development incentives, a cost benefit analysis and the required application fee. All materials have been reviewed by bond counsel, Gina Riekhof, Gilmore & Bell, P.C. and are found to meet all the requirements of Kansas law and the City of Hays Economic Development Policy.

The petition seeks to create a CID encompassing the area bounded on the north by E 33rd, on the west by Vine, on the south by E 29th, and on the east by the access road on the east side of the mall. The proposed CID would impose a new 1% sales tax used to reimburse the developer, Hays Mall, LLC on a pay-as-you-go basis for up to \$3,144,936 of costs incurred to make improvements to the Mall which includes:

- interior mall improvements/renovation
- parking lot 1.5" mill 2" overlay
- exterior LED lighting
- demolition of the bank drive thru and Montana Mikes
- exterior insulation finishing system

- mall entrances upgrades
- landscaping

This would make the total sales tax 9.4% at all the Hays Mall stores.

Matthew Gough, an attorney with Barber Emerson Law Firm, provided information about the project. He stated the Mall is a regional draw for the City of Hays and needs to be updated. They prefer the CID approach because setting aside normal revenue for the project would take approximately 100 years.

Terry Clauff, CEO, DP Management, LLC, and Josh Vickery, Specialist, DP Management, LLC, answered questions regarding the pay as you go CID and provided additional information regarding the proposed improvements.

Commissioner Mellick stated businesses at the Mall are frustrated with problems communicating with DP Management.

Chairperson Schwaller stated he has heard tenants complain DP Management is not responsive to maintenance issues such as air conditioning problems and roof leaks.

Commissioner Steward and Commissioner Musil do not support this because they do not believe it is a proper use of taxes. They feel taxes should be reserved for government operations and services.

Resolution Calling for a Public Hearing on the Creation of the Hays Mall Community Improvement District (CID)

At the September 25, 2014 Commission meeting, Commissioners will be requested to approve the resolution calling and providing for the giving of notice of a public hearing on October 23, 2014 on the advisability of creating the Hays Mall Community Improvement District.

Easement Request – Midwest Energy

Chairperson Schwaller recused himself stating he owns property that he is negotiating in this area.

Vice-Mayor Phelps led the discussion for this agenda item.

Midwest Energy is requesting an adjustment to an existing easement for City owned property in the Southridge Addition to the City of Hays. Midwest Energy currently holds a blanket easement over the property from a 1956 easement that contains restrictions on the number of structures that can be erected. Currently, two “H” structures (two poles with a horizontal cross arm) are allowed. Midwest Energy desires to restrict the easement to a fifty foot easement and to rebuild this transmission line with single poled structures which will require more than the two structures allowed by current easement.

Midwest Energy has requested an amendment to a lease the City inherited when the Southridge Plat was annexed. The City owns the property from that plat of Southridge Estates dated 1973 and does not use the property for any continuing purpose. The only City activity for the property is the mowing maintenance provided by the Parks Department. There are no pending uses or future plans for use of this property by the Parks Department.

This is part of a larger project that will improve electric service delivery for the citizens of Hays.

Commissioners will be requested to approve a partial release and modification of the easement located on Southridge Estates Addition, at the September 25, 2014 Commission meeting.

2014 Uniform Public Offense Code/2014 Standard Traffic Ordinance

The League of Kansas Municipalities publishes a revised version of the Uniform Public Offense Code for Kansas Cities (UPOC) and the Standard Traffic Ordinance for Kansas Cities (STO) on a yearly basis. These ordinances contain the most current legislative changes and updates put into place annually by the Kansas Legislature.

The Commissioners will be requested to adopt by ordinance the updated UPOC and STO at the September 25, 2014 Commission meeting for use within the city of Hays.

Ordinance Repealing Certain Provisions of the Code regarding Taxicabs

March 1996 was the last time taxicab licensing in Chapter 14, Article IV of the City of Hays Code of Ordinances was reviewed. Given the recent activity of two taxicab businesses, staff feels that licensing taxicabs are no longer a good use of City resources.

An annual license fee of \$10 plus a \$10 fee for each vehicle or taxicab to be used by the applicant is required to cover the cost of the vehicle inspections. In addition, a \$5 individual taxi driver's license fee is required for each driver; this does not cover the cost of the background check that is done by the Police Department.

Commissioner Mellick stated the business owners should screen their own drivers and have the liability and not the City of Hays.

City Manager Toby Dougherty stated it is not a productive use of staff's time, but it may also put out a false sense of assurance that we are providing regulations of safety and we are not.

Commissioners will be requested to approve the ordinance repealing certain provisions of the code of ordinances of the City of Hays, Kansas regarding taxicabs at the September 25, 2014 Commission meeting.

Other Items for Discussion

Commissioner Musil commented he recently attended the Environmental Tour held by Kansas State University and Extension and Fort Hays State University. He stated he was impressed with City staff's explanation of what we do, and that it was very informative.

The work session was adjourned at 7:41 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Commission Work Session Agenda

Memo

From: Steven Walters, Stormwater Specialist

Work Session: October 2, 2014

Subject: Update of Stormwater Activities

Person(s) I.D. Creech, Director of Public Works

Responsible: Toby Dougherty, City Manager

Summary

This memorandum is meant to inform City Commissioners of projects (past, current, and future), new National Pollutant Discharge Elimination System (NPDES) permit conditions, and needed local regulations in regards to the stormwater utility. City Staff will make a comprehensive presentation at the October 2, 2014 City Commission Work Session.

Background

The last comprehensive update of Stormwater activities was presented to the City Commission on January 31, 2012.

Discussion

In February 2014, the state of Kansas issued the City of Hays a new Municipal Separate Storm Sewer System (MS4) NPDES permit that continues conditions from the previous permit as well as places new conditions on the City of Hays. The new permit continues the conditions of the six minimum control measures of which the City of Hays is compliant with five of six. Additional local regulatory action will be required to be in complete compliance with the six minimum control measures. The new permit also identifies Total Maximum Daily Load (TMDL) impairments for, Big Creek and Big Creek Oxbow, the receiving waters of the City of Hays stormwater runoff. The TMDL impairments include nutrients, sediments, and bacteria. As part of the TMDL impairment requirements the City of Hays is required to sample stormwater and institute additional structural and non-structural best management practice(s)(BMP) to reduce TMDL impairments to the maximum extent practical. The Kansas Department of Health and Environment has given a timeline for the identification, planning, and construction of TMDL impairment BMPs.

The City of Hays has ordinances in place which are compliant with five of the six minimum control measures. To be in full compliance the City of Hays will likely have to adopt two additional ordinances. These ordinances include a stream buffer and a post-construction stormwater runoff ordinance. City Staff will be working with Kendig Keast Collaborative to update existing ordinances and write new ordinances in the coming months during the update of the zoning and subdivision regulations.

The City of Hays presently funds the stormwater utility through the assessment of a fee based on the equivalent residential unit (ERU) methodology. Every residential unit within the city limits pays a single ERU while other properties pay based on the amount of impervious area located on a parcel. The current fee is \$3.62/ERU. With the implementation of the stormwater utility fee the City of Hays has a dedicated funding source that allows the identification, planning, and construction of capital improvement projects. An overview of past, current, and future projects will be given to inform the City Commission of the progression the Stormwater Division.

Legal Consideration

The agenda item is intended to be informational only; therefore, there are no legal obstacles at this time.

Financial Consideration

The Capital Improvement Plan approved with the 2015 budget included:

Levee Repairs and Upgrades	\$900,000
Lincoln Draw (COE 205 Study)	\$75,000
13 th Street Stormsewer (Main-Milner)	\$302,198
8 th Street Drainage	\$90,000
<u>TOTAL (2015)</u>	<u>\$1,367,198</u>

Funding for the construction of Stormwater BMP's was included in 2016 and beyond.

Recommendation

In the future, staff will be recommending various capital projects and changes to local regulations.

Action Requested

No action requested at this time.

Supporting Documentation

N/A

Commission Work Session Agenda

Memo

From: Steven Walters, Stormwater Specialist

Work Session: October 2, 2014

Subject: Storm Sewer Structures Repair - Award of Bid

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

Summary

Staff is asking the commissioners to award a bid not to exceed \$50,000 for storm sewer structure repair in 2014 to Utility Solutions, LLC of Basehor, KS. The suggested award totals 4,880 ft² (2,060 ft² base and 2,420 ft² alternate). The base and alternate bid items include approximately 100 structures consisting of inlets and manholes. This represents approximately 6% of the total number of storm sewer structures in the City of Hays. The bid was based on a unit price of \$11.00 per square foot.

Staff recommends awarding the contract to Utility Solutions in the amount not to exceed \$50,000. The project will be funded by the Stormwater Utility Fund and was planned for in the 2014 budget.

Background

The project is in essence an extension of the rehabilitation of the aging storm sewer infrastructure started in 2011 and continuing through 2015. The work has previously focused on the structural cementitious lining of storm sewer pipe and is now shifting to the rehabilitation of brick lined inlets and manholes. The storm sewer structures are generally in fair to good condition with some mortar cracking and bricks missing. The structure locations anticipated to be lined correlate with storm sewer pipe that has been lined or is scheduled to be lined. The project would allow for the near complete rehabilitation of the storm sewer infrastructure in areas where storm sewer pipe has been lined.

Discussion

The project will consist of the structural lining of inlets and manholes with a cementitious based product. The product will be applied by various methods including spin-cast, spray-cast, or hand application depending on the individual structure. The process and product is a well established method for the rehabilitation of storm sewer structures. The city's experience in previous years showed that there was minimal disturbance during installation, when compared to dig and replace methods. At the end of a working day, there is very little above-ground sign that a contractor had been working.

This contract requires construction to be completed by July 31, 2015. Since there are no open trenches or similar construction site hazards, this allows for maximum contractor flexibility and thus lowers cost.

The unit prices received are very competitive and are lower than anticipated. Unit prices are ~50% less than the engineers estimate; therefore, the bids are significantly less than the amount budgeted. City Staff is requesting that additional square footage be added on to the contract to allow for additional structures to be rehabilitated. Approximately 1,100 ft² of additional structure rehabilitation will bring the contract near the budgeted amount of \$50,000. This will allow for an additional 5 manholes, 40 inlets, or combination thereof to be rehabilitated. The project will serve to reduce the need for the costly replacement of manholes and inlets in the future and is in line with the overall goal of infrastructure maintenance.

Utility Solutions, LLC is the apparent low bidder and worked for the City of Hays in 2013 on a storm sewer pipe lining project. They will use the same product used previously in 2013. They will use appropriate methods for application including spin-cast, spray-cast, or hand application depending on structure characteristics.

The proposed concrete product “Silatec MSM Microsilica Mortar” manufactured by A.W. Cook Cement Products of Hoschton, GA is proposed for the project. The proposed product has been used on past projects and was one of the specified products in the bid documents. City Staff has been pleased with the product in the previous application.

The bid tab summary for the project is as follows:

		Engineer's Estimate		Mayer Specialty Services, LLC		Utility Maintenance Contractors, LLC		Utility Solutions, LLC	
Bid Items	Units (ft ²)	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Base Items	2060	\$21.00	\$43,260.00	\$15.00	\$30,900.00	\$15.75	\$ 32,445.00	\$11.00	\$22,660.00
Alternate Items	1320	\$21.00	\$27,720.00	\$15.00	\$19,800.00	\$13.00	\$ 17,160.00	\$11.00	\$14,520.00
Total	3380		\$70,980.00		\$50,700.00		\$ 49,605.00		\$37,180.00

Legal Consideration

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

Financial Consideration

The \$50,000 cost of this project will be from the stormwater utility fund and was included in the 2014 budget.

Options

The City Commission has the following options available:

1. Direct city staff to enter into a contract with Utility Solutions, LLC for the original bid amount of \$37,180 for storm sewer structure rehabilitation.
2. Direct city staff to enter into with Utility Solutions, LLC a contract not to exceed \$50,000 for storm sewer structure repair at the unit price of \$11.00 per SF.
3. Give city staff further direction.

Recommendation

City staff recommends awarding a contract to the low bidder as described including all alternates and additional structures at a unit cost of \$11.00 per SF for a total cost not to exceed \$50,000.

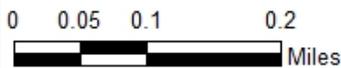
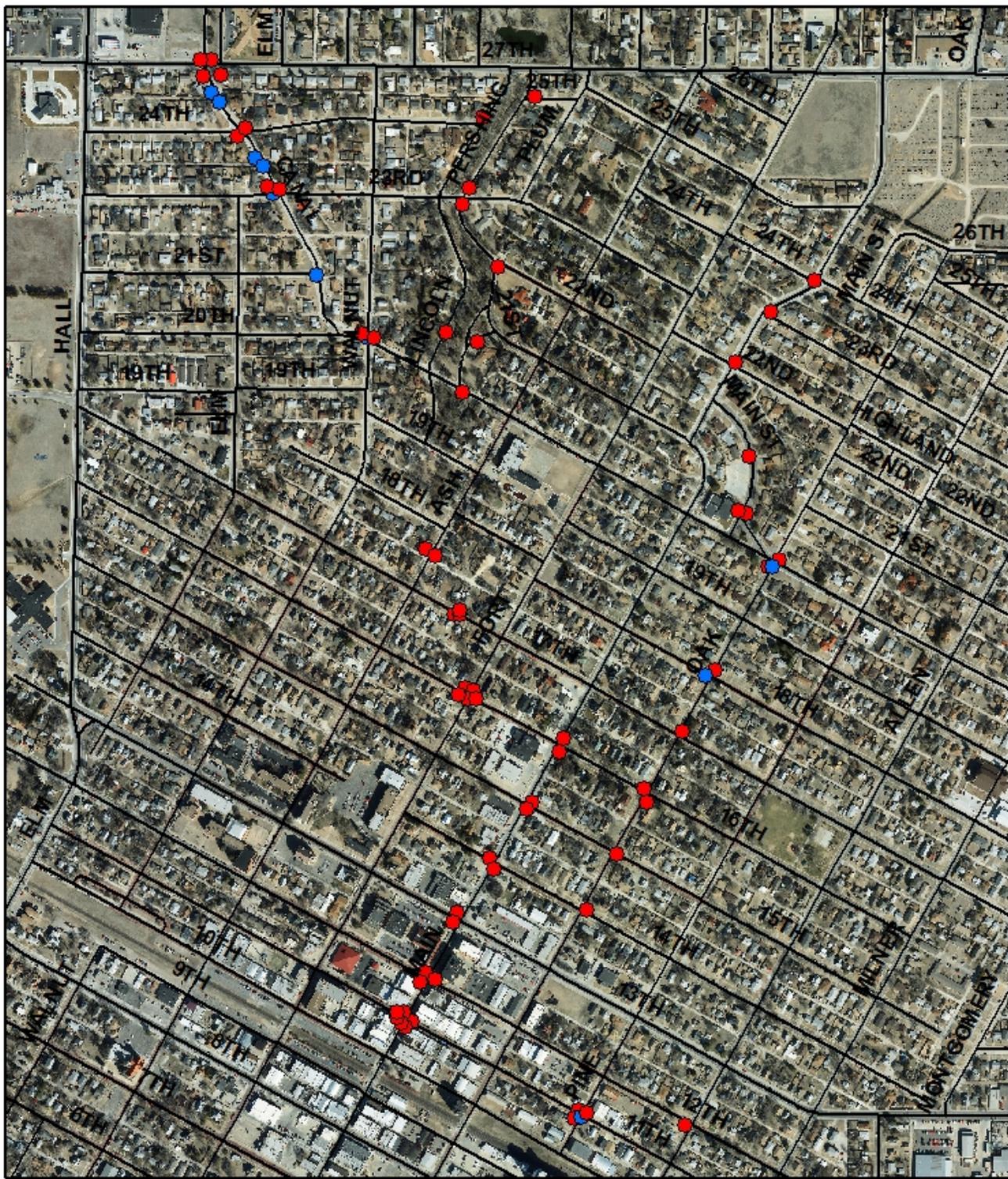
Action Requested

Direct city staff to enter into a contract with Utility Solutions, LLC for storm sewer structure rehabilitation in the amount not to exceed \$50,000 to be funded from the Stormwater Utility line item.

Supporting Documentation

Location Map

Notice of Award/Contract



Structure Type

- Inlet
- Manhole

City of Hays
 Public Works
 Storm sewer
 Structures Repair
 Structure Locations

Figure 1

NOTICE OF AWARD

To: _____

Project Description: 2014 Storm Sewer Structures Repair, COH Project 2014-15

The Owner has considered the Proposal submitted by you for the above described work in response to its Notice to Contractor dated August 20, 2014 and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted for:

Square feet of lining	Price Per Unit	Contract Amount
	Total:	

You are required by the Instructions to Bidders to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20____.

CITY OF HAYS, KANSAS
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this _____ day of _____, 20____.

By: _____

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Hays, Kansas, Party of the First part, herein referred to as the "Owner" and _____, Party of the Second Part, hereinafter referred to as the "Contractor" for the construction of **2014 Storm Sewer Structure Repairs, COH Project 2014-15**

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements and structures in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work: authorized under this Contract in accordance with the provisions of this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" as they same are listed and prescribed in GENERAL CONDITIONS bound herein and said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5. The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Proposal, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this agreement to be duly executed on the day and year first herein written, in five (5) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR:
(Party of the Second Part)

OWNER: CITY OF HAYS, KANSAS
(Party of the First Part)

By _____

Office or position of signer

Office or position of signer

SEAL

ATTEST:

City Clerk, Hays, Kansas

The Contract is in due form according to law, and are hereby approved.

Attorney for Owner

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____

_____ a Corporation organized and existing under and by virtue of the laws of the State of _____, as Principal, and _____

_____ a Corporation organized and existing under the laws of the State of _____, as Surety are held and firmly bound unto the City of _____, Kansas, their successors and assigns, hereinafter called the "Owner", in the penal sum of _____

(\$ _____) in lawful money of the United States of America, for the payment of which well and truly to be made to said Owner with the understanding that such designation shall be held and taken to apply to them or to their successors, lessees and assigns, as the circumstances now or to any time in the future under the terms hereof shall require, we, said Principal and Surety, do hereby bind ourselves and our respective successors, lessees and assigns, jointly and severally, forever firmly by these presents.

DATED, SIGNED AND SEALED THIS _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION, HOWEVER, IS SUCH THAT:

WHEREAS, said Principal has entered into a certain Contract in writing, bearing date of _____ day of _____, 20_____, and has designated **2014 Storm Sewer Structure Repairs, COH Project 2014-15** with said Owner, under which said Principal has undertaken the work of construction various **storm sewer lining** improvements in the City of Hays, Kansas.

WHEREAS, it is provided in said contract that said Principal shall furnish a bond in the sum herein stated conditioned for the faithful performance of said contract in writing as well as any supplement or supplements in writing thereto covering additional or other work to be performed by the Principal pursuant to the terms and conditions of said Contract.

NOW, THEREFORE, if said Principal shall in all respects faithfully and fully perform each and all of the terms, provisions, conditions, and undertakings of said Contract in writing to be by it performed, together with like performance of any and all supplements in writing thereto covering additional or other work to be performed by the Principal, notice of any such supplement or supplements being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force, virtue and effect.

It is expressly understood and agreed that notice of any default in or non-performance of any duty or obligation on the part of the Principal under the terms of said Contract in writing or supplement in writing thereto covering additional or other work to be performed by the Principal, is hereby expressly waived by the Surety, and that any such default in or non-performance of any duty or obligation shall not absolve or release the Surety from its joint and several absolute and unconditional undertakings of indemnity, irrespective of whether the Owner shall or shall not call upon the Principal for compliance therewith or performance thereof, and that these presents shall remain in full force, virtue and effect during the existence of said Contract, designated **2014 Storm Sewer Structure Repairs, COH Project 2014-15** of the _____ day of _____, 20_____ or of any supplement in writing thereto covering additional or other work to be performed by the Principal, and thereafter for the purpose of adjusting rights and obligations which shall have accrued during the life of said written Contract, or any supplement in writing thereto covering additional or other work to be performed by the Principal.

IN THE WITNESS WHEREOF, said Principal and Surety have duly executed these presents the day and year hereinabove written.

Name of Organization

Name of Organization

By _____
Principal

By _____
Surety

Title of Person Signing

Title of Person Signing

ATTEST:

ATTEST:

Secretary

Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

as "Principal", and _____, a Corporation authorized under the laws of the State of _____, with general offices in _____ and authorized to transact business in the State of Kansas, as "Surety", are held firmly bound unto the State of Kansas, in the penal sum of _____

(\$ _____) lawful money of the United State for the payment of which sum well and truly to be made said Principal and Surety bond themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has entered into a written contract with the City of Hays, dated _____, 20____, for the furnishing of all materials and labor and performing all work for constructing of **2014 Storm Sewer Structure Repairs, COH Project 2014-15** in the City of Hays, Kansas.

NOW, THEREFORE, if said Principal shall well and truly perform all of the covenants, conditions and obligations of said Contract on the part of said Principal to be performed and which shall hold the City of Hays, Kansas, harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal, or by reason of any injury to persons or property occasioned by the action of said Principal, or his employees, and if said Principal shall maintain the improvements to be constructed by him as provided for in said Contract and shall repair and make good all defects in material and for workmanship in the manner and for the period of time provided for in the Specifications above referred to, then his obligation shall be void, otherwise to remain in full force and effect. IN TESTIMONY WHEREOF, said Principal has duly executed these presents and if a corporation has caused same to be executed by its duly authorized officers and its corporate seal hereunto affixed and said Surety has caused these presents to be executed in his name, and its corporate seal to be hereunto affixed, by his duly authorized agent or agents all as of the day and year first above written.

ATTEST:

Secretary

Name of Organization

By _____
PRINCIPAL

Title of Person Signing

ATTEST:

Secretary

Name of Organization

By _____
SURETY

Title of Person Signing

NOTICE TO PROCEED

To: _____
Repair _____

Project: 2014 Storm Sewer Structures

_____ COH Project 2014-15 _____

You are hereby notified to commence work in accordance with the Contract Agreement dated _____, 2014, and you are to complete the work on or before July 31, 2015.

CITY OF HAYS, KANSAS
Owner

By: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

by _____

this the _____ day

of _____, 20____

By _____

Title _____