

# Memo

To: City Commission  
From: Toby Dougherty, City Manager  
Date: 2-2-15  
Re: February 5, 2015 Work Session

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Please find the attached agenda and supporting documentation for the February 5, 2015 Work Session.

Item 2 – Discussion of Turf Conversion Rebate Program

Please refer to the attached memorandum from Jason Riegel, Water Conservation Specialist, regarding the planned Turf Conversion Rebate Program. City staff sought to develop a program that provided a balance between giving enough incentive to entice people to convert their yards and not creating a program that was so complex and cumbersome that it would require a significant effort in subsequent years to oversee. Staff feels we have found that balance with the proposed program and would like the Commission's input before moving forward.

Items 3-6 – ZMM Development Addition and Tallgrass Addition Phase 5

Items 3 through 6 are self-explanatory.

Item 7 – Fort Hays Municipal Golf Course Rental Golf Cart Shed – Award of Bid

Please refer to the attached memorandum from Jeff Boyle, Director of Parks. As you may recall, the golf course rental cart shed was destroyed by wind in midsummer. Insurance did not provide the full replacement cost for this shed; therefore, City staff is looking to pull monies from other areas to pay for the reconstruction. The proposed shed would be utilized for rental golf carts as well as providing several other functions that would assist golf course staff and help facilitate tournaments.

Item 8 – 2014 Golf Course Tournament Report

Prior to the 2014 season, the City Commission authorized a change in the fee structure at the Fort Hays Municipal Golf Course. When authorizing the changes, the Commission asked for a tournament report after the 2014 season. Jeff Boyle will be providing that report at the work session.

### Item 9 – Family Pool Pass Report

The Commission asked that City staff investigate the possibility of a family pool pass. City staff has investigated the matter and discussed it with the Hays Recreation Commission staff. At this time, staff is not recommending moving forward with a family pool pass as we feel it could result in a significant drop in revenue.

### Item 10 – Utilities Maintenance Facility

Please refer to the attached memorandum from Bernie Kitten, Director of Utilities, regarding the Utilities maintenance facility. For many years, the Utilities Maintenance Division has been housed in Public Works. Conditions have been very crowded to say the least, and it has been the goal of staff to move the maintenance division into their own facility. With the remodel of Public Works in 2013, the Utilities Maintenance Division was displaced to temporary quarters in a less than adequate building on the DOW Chemical property immediately south of the Wastewater facility. City staff has been working with the DOW Corporation to wrap up the final details which would allow us to construct a Utilities maintenance facility on the property. The property has recently undergone remediation for chemical contamination. The property is still owned by DOW, and the City has a long-term lease with an option to purchase at the end. This facility is much needed and a long time coming, and when constructed, will allow the Utilities Department to remove the remaining equipment from the Public Works facility which will provide them much needed space. The facility was budgeted in 2014.

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**CITY OF HAYS  
CITY COMMISSION WORK SESSION  
THURSDAY, FEBRUARY 5, 2015 – 6:30 P.M.  
AGENDA**

1. **ITEM FOR REVIEW: [January 15, 2015 Work Session Notes \(PAGE 1\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
2. **ITEM FOR REVIEW: [Turf Conversion Rebate Program \(PAGE 7\)](#)**  
STAFF MEMBER RESPONSIBLE: Jason Riegel, Water Conservation Specialist
3. **ITEM FOR REVIEW: [ZMM Development Addition – Rezoning of Lots 7-20 \(R-1 to R-3\) \(PAGE 13\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
4. **ITEM FOR REVIEW: [ZMM Development Addition – Final Plat \(PAGE 25\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
5. **ITEM FOR REVIEW: [Tallgrass Addition Phase 5 – Resolution to Establish Benefit District \(17<sup>th</sup> Street, Tallgrass Drive and Prairie Run Court\) \(PAGE 37\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
6. **ITEM FOR REVIEW: [Tallgrass Addition Phase 5 – Engineering Services Agreement \(17<sup>th</sup> Street, Tallgrass Drive and Prairie Run Court\) \(PAGE 51\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
7. **ITEM FOR REVIEW: [Fort Hays Municipal Golf Course Rental Golf Cart Shed – Award of Bid \(PAGE 59\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Jeff Boyle, Director of Parks
8. **ITEM FOR REVIEW: [2014 Golf Course Tournament Report \(PAGE 67\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Jeff Boyle, Director of Parks
9. **ITEM FOR REVIEW: [Family Pool Pass Report \(PAGE 71\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Jeff Boyle, Director of Parks
10. **ITEM FOR REVIEW: [Utilities Maintenance Facility \(PAGE 75\)](#)**  
DEPARTMENT HEAD RESPONSIBLE: Bernie Kitten, Director of Utilities
11. **OTHER ITEMS FOR DISCUSSION**
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.



City of Hays  
City Commission  
Work Session Notes  
Thursday, January 15, 2015 – 6:30 p.m.

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

**December 30, 2014 Work Session Notes**

There were no corrections or additions to the minutes of the work session held on December 30, 2014; the minutes stand approved as presented.

**Airport Multi-year Capital Improvement Program Update**

John Braun, Assistant Director of Public Works, presented to the Commissioners information regarding the Airport Capital Improvement Program (ACIP). The ACIP is created in conjunction with the Federal Aviation Administration (FAA), to make federal entitlement money available for eligible airport improvement projects. The FAA has solicited the City's desired priority for the federal fiscal year 2016-2020 planning period. The proposed projects, which include a new aircraft fueling system, snow removal equipment, wildlife fence, and rehabilitation of the parking lot and apron, have been reviewed and supported by the Airport Advisory Committee. The next update to the five-year ACIP is due to the FAA for review and consideration by February 16, 2015. If approved, these projects will be included in the City's Capital Improvement Program as part of the 2016 budget.

Projects are typically funded at 90%, leaving 10% to be funded by the City. Local funding usually comes from the Airport Improvement Fund. Recent projects have included the airport terminal remodel, reconstruction of the main runway, acquisition of a snow blower, taxiway lighting, the new Airport Rescue and Fire Fighting (ARFF) building, and new ARFF truck.

## **Phase II Municipal Separate Storm Sewer System (MS4) Permit**

Steven Walters, Stormwater Specialist, informed the Commissioners of the new National Pollutant Discharge Elimination System (NPDES) permit as issued under the Clean Water Act (CWA) and administered by the Kansas Department of Health and Environment (KDHE). The information is intended to provide a precursor to proposed changes to local regulations that will come before the City Commissioners in the coming months. The proposed changes to local regulations are intended to bring the City of Hays into compliance with the permit requirements.

The new MS4 permit extends many of the same requirements from the previous permit, but also places additional requirements on the City of Hays pertaining to total maximum daily load (TMDL) pollutants. City staff is continuing existing programs and non-structural best management practices already in place to meet permit requirements. However, the current local ordinances do not allow the City of Hays to be in complete compliance with the new MS4 permit, and additional efforts and programs will need to be put in place to meet the requirements for TMDL pollutants.

City staff is proposing the following changes and additions to City Code:

- 1) Revisions to the Zoning and Subdivision Regulations, which have been discussed with Kendig Keast Collaborative, the consultant rewriting the zoning and subdivision regulations. The revisions are needed to ensure consistency across multiple chapters of the Zoning and Subdivision regulations.
- 2) Revision to Chapter 53, Stormwater Management, which includes:
  - a. Adoption of a Post Construction Stormwater Best Management Practices (BMP) manual authored by Wilson and Company and CDM Smith for the consortium of Phase II communities in Kansas. The adoption of the manual will bring the City of Hays into full compliance with the six minimum control measures of the MS4 permit. In general, the manual addresses water quality BMPs and requirements for development and redevelopment projects. The

manual shifts stormwater infrastructure to green methods, which promote infiltration and treatment of the first flush of stormwater runoff.

b. Updating the Design Criteria, Storm Drainage Systems, and Facilities manual; which is already by reference part of Chapter 53 Stormwater Management.

3) Consideration of a Stream Buffer Ordinance. The ordinance will place restrictions on new development when natural watercourses traverse the property. The restrictions would include vegetative buffers of varying distances between the development and natural watercourse.

The proposed changes to local regulations along with other minor edits to be brought before the City Commission will bring the City of Hays into compliance with the MS4 permit's six minimum control measures.

### **Exposed Zoning Areas**

A recent request to locate a scrap facility on a property located at 13<sup>th</sup> and General Custer exposed the fact that the property is zoned in a manner that does not necessarily conform with the surrounding area. City staff was asked to investigate all zoning districts to determine if there were other areas where properties were zoned in a manner that did not conform to the surroundings. In addition to the aforementioned property, City staff has identified several areas where the zoning designation should be changed. However, City staff is not suggesting the Commission take formal action to rezone the properties at this time. City staff suggests rezoning the properties as part of the comprehensive rewrite of the zoning and subdivision regulations that is currently taking place and should be completed later this year. This way the changes are implemented en-masse as part of a comprehensive review process.

## **CID Policy Review**

After the submission, discussion, and approval of a Community Improvement District (CID) request by the owners of the Hays Mall, the City Commission asked that discussion of the CID Policy be placed on a future work session to determine if further restrictions or requirements should be incorporated into the policy.

Currently, the CID Policy is part of the City's overall Economic Development Policy. The CID Policy states that CIDs are to be used for reimbursable expenses in the amount of \$250,000 or greater in order to promote economic development and tourism within the City. When discussing the CID Policy, it was assumed that any applicant wishing to utilize a CID would be incorporating CID funds into a much larger project. With the application by the Mall owners, this was not the case.

Chairperson Schwaller stated there are three options; leave the policy as it is, eliminate all regulation of CIDs and allow every incoming or existing business to approach the Commission with their idea, or change the CID policy and require the applicant to have his own money in the game.

Commissioner Steward proposed another option, to ban it altogether. He recommended replacing the City's complicated economic development plan with a policy he presented. This policy would eliminate unnecessary regulations and would not collect money from taxpayers and give it to private businesses and individuals.

Commissioner Mellick was concerned if CIDs are eliminated completely the City could find ourselves economically falling behind other peer cities. He would like to see the CID Policy remain in place, but with at least 1/3 of the money coming from the developer.

Chairperson Schwaller asked City staff to research other cities CID Policies and report back at a future work session.

**Other Items for Discussion**

City Manager Toby Dougherty stated he was interviewed by Mike Cooper for Community Connections and shared with the Commissioners the city projects that were discussed in the interview.

He also stated the City will be co-hosting with Ellis County, a Curb Side Chat on May 19, 2015 regarding Strong Town's principals.

Commissioner Phelps wished City Manager Toby Dougherty a happy birthday.

The work session was adjourned at 7:36 p.m.

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

Brenda Kitchen – City Clerk



# Commission Work Session Agenda

## Memo

**From:** Jason Riegel, Water Conservation Specialist

**Work Session:** February 5, 2015

**Subject:** Turf Conversion Rebate Program

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

### Summary

During the 2015 budget process, City Commissioners allocated \$50,000 for the development of a “Turf Conversion Program”. Outdoor water use accounts for a large percentage of summer water consumption and has the greatest potential for reduction with an effective rebate program. The turf rebate program is meant to incentivize home/business owner’s conversion of irrigated cool-season turf to more water-wise, drought tolerant landscaping and turf types. Staff recommends the adoption of a rebate program and requests Commission guidance.

### Background

An estimated 50% of summer water consumption in Hays is used for lawn irrigation. Approximately 3.0 million gallons per day is pumped on an average summer day versus 1.5 millions gallons per day in the winter. Methods and incentives have been considered for owners to change to water efficient warm season lawns. The City’s current buffalo seed program has been in place for many years, but not proven effective. Staff has studied various pay per square foot conversion rebate programs used by cities in western states that set the standard for water efficient programs.

### Discussion

Knowing the greatest potential for water savings is the conversion of irrigated cool-season yards to more water-wise landscape types, the following turf conversion rebate program details are presented:

- Rebate-eligible properties have permanently irrigated and well maintained cool season yards
- Eligible conversions types include warm season grass, xeriscaping, and artificial turf
- Rebate of \$1.<sup>00</sup> per square foot
- Minimum of 100 square feet
- Maximum rebate amount of \$1,000.<sup>00</sup>

The average yard size in Hays is approximately 9,200 sq ft or 0.21 acres. For a homeowner that converts an entire average sized yard from cool season to warm season, the anticipated savings would be 16,850 cu ft annually or \$625 at tier rates. A

homeowner who converts 1,000 sq ft from cool season to xeriscaping could expect to save approximately 2,500 cu ft annually or \$100 at tier rates. This program has the potential to save up to 19 acre feet of water and \$570,000 per year when compared to the cost of new water source development. In early January, City staff called a meeting with local licensed landscape contractors and the response was positive.

### **Financial Consideration**

As detailed in the 2015 budget, \$50,000 has been allocated to lawn conversion efforts from the water sales tax. Adequate marketing will be provided. If the initial year is successful and funds are immediately exhausted, commission will be notified.

### **Action Requested**

**No action is required.** Staff requests any Commission guidance in the development of this new program. The lawn rebate program will begin in a few days if no comments are received to delay it. Should significant changes be requested of staff, this item will be brought forward to another work session for further discussion.

### **Supporting Documentation**

- Turf conversion rebate form
- Guidelines
- Frequently asked questions



# City of Hays Turf Conversion Rebate Program

Application # 2015 – \_\_\_\_\_

Valid until Dec. 31, 2015

**IMPORTANT:** Read all information on page 2 of this application.

1. Name: \_\_\_\_\_

2. Mailing Address: \_\_\_\_\_

3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Telephone: \_\_\_\_\_

5. Address of conversion: \_\_\_\_\_  
(If different than mailing address)

6. City of Hays Water Account Number: \_\_\_\_\_

***I have read, understand, and agree to the terms and conditions as stated on the 2<sup>nd</sup> page of this application:***

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For more information on this program: Water Conservation - (785) 628-7350 or Parks – (785) 628-7375.

This program provides financial assistance to customers wishing to convert their irrigated cool-season lawns to more water efficient, drought-tolerant warm-season turf grass or landscaping. The City of Hays does not endorse or recommend specific brands, products or dealers. Turf and plant selection and installation is the sole responsibility of the applicant. The City assumes no responsibility for any damage that may occur to an applicant's property as a result of participation in this rebate program. Due to circumstances beyond its control, the City cannot guarantee that participation in the turf conversion program will result in lower utility costs.

**OFFICIAL USE ONLY:**

APPLICATION:  Approved  Denied

PRE-INSPECTION DATE: \_\_\_\_\_ SQ. FT. : \_\_\_\_\_ INSPECTED BY: \_\_\_\_\_

POST-INSPECTION DATE: \_\_\_\_\_ INSPECTED BY: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

REBATE APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_ REBATE AMOUNT: \$ \_\_\_\_\_

PURCHASE ORDER #: \_\_\_\_\_



## City of Hays Turf Conversion Rebate Program

### Information:

The City of Hays offers a \$1.<sup>00</sup> rebate per square foot (minimum 100 square foot, \$1,000.<sup>00</sup> maximum rebate per customer) for the removal of permanently irrigated cool-season turf and replacing it with a more water-efficient, drought tolerant turf or landscaping. Rebate eligible conversions include, but are not limited to, the following:

- Replacing your permanently irrigated cool-season lawn (e.g. Fescue, Bluegrass) to a warm-season turf variety (e.g. Buffalograss, Bermudagrass)
- Replacing portions of your permanently irrigated cool-season lawn to mulched planting beds.
- Converting parts or all of your permanently irrigated cool-season lawn to artificial turf, as long as the material chosen is listed for outdoor use and is water permeable.

Warm-season turf varieties offer an 80% reduction in supplemental water need when compared to cool-season turf grasses. In many cases, an established warm-season yard will need little to no supplemental irrigation to thrive in our climate and conditions here in Hays.

### Guidelines:

This rebate is available for up to 6 months after the pre-inspection date. As this program was developed to reduce existing water demand, you must be currently maintaining a healthy cool-season yard to qualify. Simply removing the cool-season grass will not make your yard eligible for rebate; it must be replaced with an approved turf or landscape type.

### Eligibility:

All properties with permanent sprinkler systems that are served by the City's water system are eligible for this rebate program.

### Costs:

There is no cost to participate. There will be no fees charged for pre- and post-inspections.

### How to participate:

Call (785) 628-7350 to schedule a pre-inspection. City staff will meet with you to discuss your plans and measure the turf area you are proposing to remove and replace. The owner will then be given the authorization to proceed with the conversion. Once the turf area is converted or removed, call (785) 628-7350 to schedule your post-inspection.

### Payment:

After a successful post-inspection, your rebate form will be completed and processed within 4-6 weeks. Payment will be made to the owner of the property. Pre- and post-inspection required for eligibility prior to issuance of rebate.

## **FAQ's**

### **Am I eligible for a rebate for installing a concrete patio or extending my driveway?**

No. You can include concrete patios and other impervious surfaces into your landscape but they will not be measured when evaluating your incentive.

### **What plants can I use in my xeriscaped area?**

K-State Research and Extension keeps a list of drought-tolerant trees, shrubs, and flowers that will do well in our "transition zone" climate. This list can be found at [www.ellis.ksu.edu](http://www.ellis.ksu.edu).

### **I don't like desert plants and rocks. What else can I do?**

Xeriscaping is much, much more than rocks and Yuccas. For ideas on what to do with these areas, please visit the demonstration gardens the City has established at City Hall (1507 Main) and the median between 21<sup>st</sup> & Pershing. Our website, [www.haysusa.com](http://www.haysusa.com), also has links to help you see how great this drought-tolerant landscaping design can be.

### **I have kids and/or a dog. How can I incorporate water smart landscaping into my yard?**

Yes, and one of the most important things to keep in mind when planning your conversion is to keep turf areas practical. You do not have to eliminate your entire lawn to participate, but we do encourage you to convert to a warm-season turf. If the only foot traffic an irrigated part of your yard sees is the lawn mower wheels, that area is ripe to remove the irrigation and convert to a mulched planting bed.

### **What do you define as mulch and why do you require it?**

Mulch may be the best thing you can do for your trees and plants. Mulch helps circumvent the evaporative effects of the sun and wind, maintaining the moisture levels and helping lower the temperature of the soil. It also helps protect against soil erosion. The most common types are shredded wood chips (cedar, cypress, pine bark) or decorative rock. Rock is allowable, but not recommended as it acts as a heat sink and can increase the ambient temperatures around your home by 10 degrees or more, thus creating higher cooling demand on your air conditioning system. It also radiates heat around the root system of your tree or plant, creating a stressful growing environment.

### **Do I have to use a weed barrier under my mulch beds? What kind should I use?**

A weed barrier is not required, but is recommended under rocks. If used, the weed barrier must be water permeable.

### **Can I receive a rebate for converting to artificial turf?**

Yes. Removing an irrigated area of cool-season grass and replacing with artificial turf is a rebate-eligible conversion. As this material varies greatly in quality, City staff advises a homeowner to do their due diligence in researching what's on the market and also advises you have the installation done by a qualified contractor. A sample of the artificial turf material you plan to use will need to be provided to City staff during the pre-inspection process. No indoor/outdoor carpet.



# Commission Work Session Agenda

## Memo

**From:** Jesse Rohr, PIE Superintendent

**Work Session:** February 5, 2015

**Subject:** Rezoning of Lots 7-20, ZMM Development Addition (R-1 to R-3)

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

### Summary

The owners of Lots 7-20, ZMM Development Addition have submitted a request asking that the property be rezoned from single-family dwelling district (R-1) to two-family dwelling district (R-3). A public hearing was conducted on January 19, 2015 at the regular meeting of the Planning Commission and it was recommended by a vote of 7-1 that the rezoning be approved. The zoning change from R-1 to R-3 would allow for duplex dwelling units to be constructed, as well as single-family homes. Staff, as well as the Planning Commission, recommends approving an ordinance rezoning Lots 7-20, ZMM Development Addition from R-1 (single-family dwelling district) to R-3 (two-family dwelling district).

### Background

The property has been in its current vacant state as open space for years. When originally platted in 1974, the property was set aside for a school site and was owned by the school district prior to the sale this past year. The adjacent properties have similar or more intense multi-family zoning districts as that being requested.

### Discussion

The owners of Lots 7-20, ZMM Development Addition have submitted a request asking that the property be rezoned from single-family dwelling district (R-1) to two-family dwelling district (R-3).

Uses within the R-3 district, which are primarily one and two-family types of uses, is *“intended for the purpose of allowing a slightly higher density than in Districts R-1 and R-2 yet retains the residential qualities”* (excerpt from City Ord. Sec. 71-193). The property is contiguous along the west boundary with existing multi-family zoned districts (R-4).

The area is identified on the future land use map of the Comprehensive plan as Civic use since it was owned by the School District at the time of the development of the 2012 Comprehensive Plan. Now that it is privately owned, and is no longer a planned civic use property, the surrounding area is looked at to help determine the best use. The

surrounding areas are a mix of single family, multi-family, and recreation (park) uses. This property would be well suited for residential housing, including single-family and duplexes. Staff feels the proposed request and use of this property is the highest and best use for this property.

A public hearing was conducted on January 19, 2015 at the regular meeting of the Planning Commission. All adjacent property owners in the City within 200' of the subject property in the City were notified of the public hearing. Several nearby property owners were present to dispute the zoning request. Concerns noted included increased traffic, concerns of decreasing property values, noise during construction, and issues with the alleys. Several Planning Commissioners noted the "Strong Towns" concept discussed in December and how this development is a good thing by preventing sprawl and utilizing existing infrastructure therefore keeping costs down for everyone. They also mentioned this is a good example of "mixed use" as discussed in the Comprehensive Plan, and the proposed duplexes would be compatible with the existing area.

The item was approved by a vote of 7-1 and a recommendation was made by the Planning Commission to the City Commission to approve the rezoning.

### **Legal Consideration**

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

### **Financial Consideration**

None identified at this time.

### **Options**

The City Commission has the following options:

- Approve the rezoning request from R-1 to R-3 as recommended by the Planning Commission and City staff
- Send the request back to the Planning Commission for further consideration with specific basis for further review
- Deny the rezoning request from R-1 to R-3 (Requires a 2/3 majority vote to overturn the P.C. recommendation)

### **Recommendation**

Staff, as well as the Planning Commission, recommends approving this rezoning request from R-1 to R-3 as submitted.

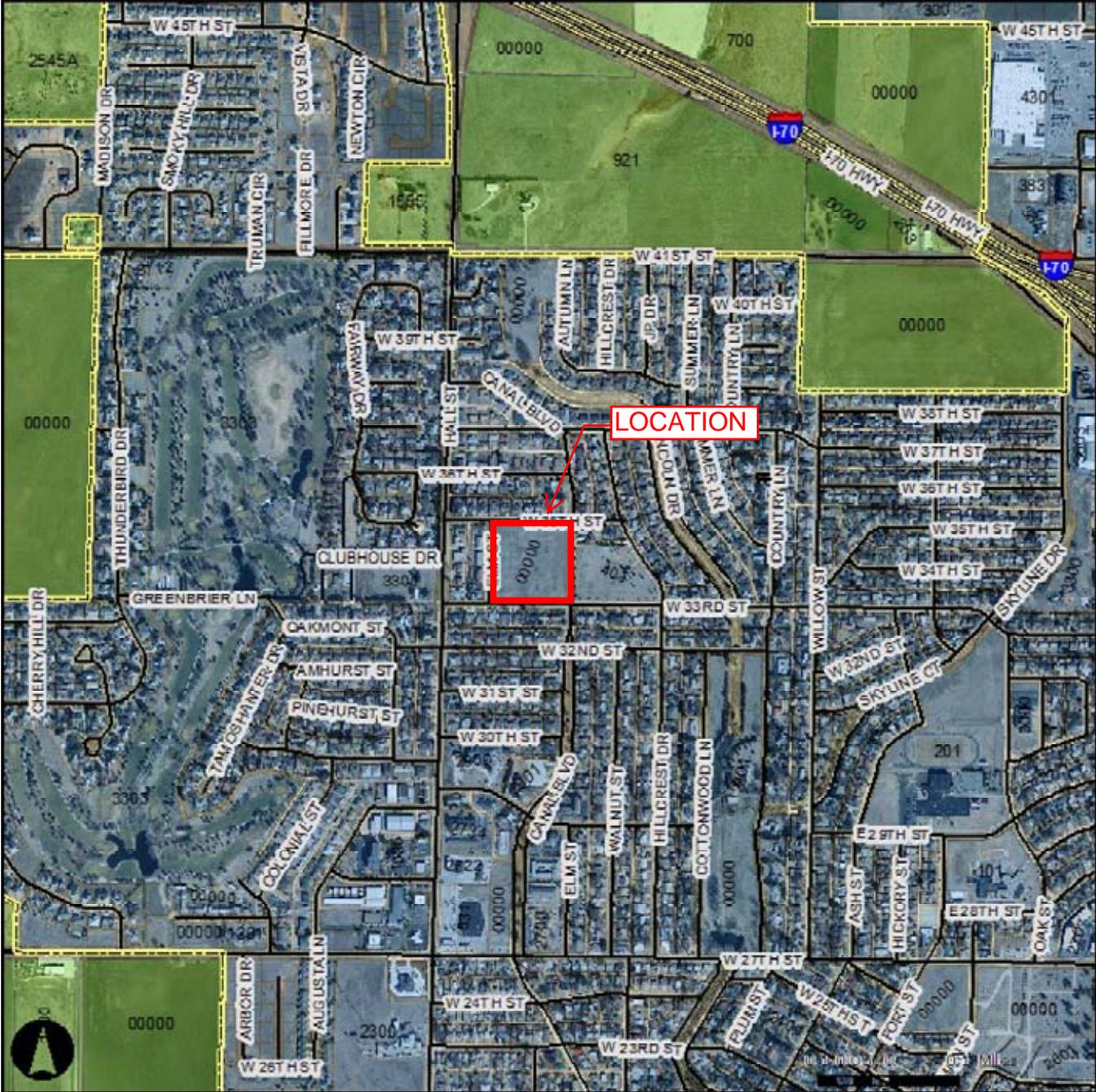
### **Action Requested**

Approve an ordinance rezoning Lots 7-20, ZMM Development Addition from R-1 to R-3 as legally described within the ordinance.

### **Supporting Documentation**

Map(s)  
Planning Commission Findings of Fact  
Ordinance

# ZMM Development

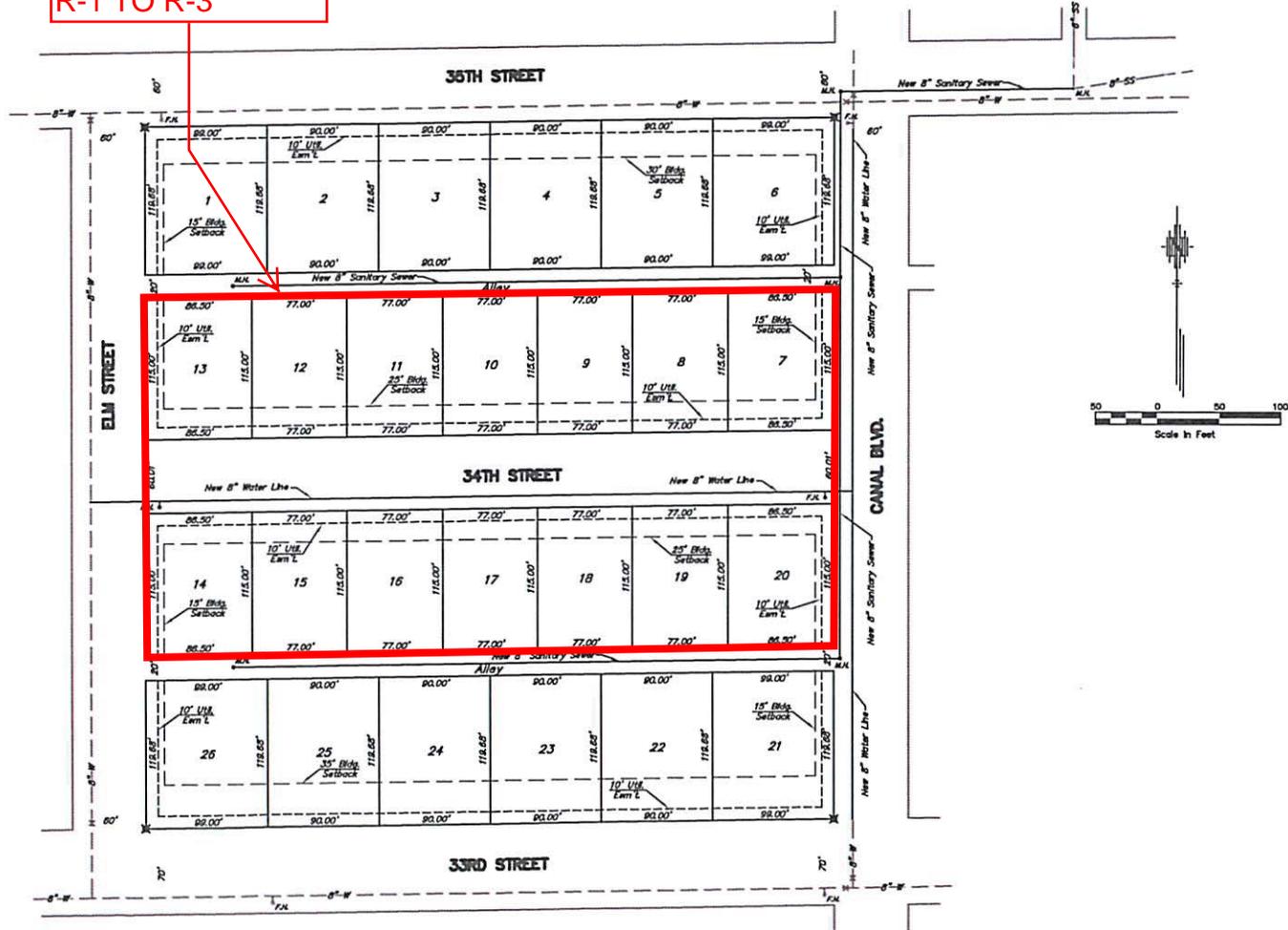


# ZMM Development



PRELIMINARY PLAT OF  
**Z M M DEVELOPMENT ADDITION**  
 A REPLAT OF BLOCK 4 SEVEN HILLS ADDITION  
 HAYS, KANSAS

AREA OF  
 REZONING FROM  
 R-1 TO R-3



**DESCRIPTION**

Block 4, of the Seven Hills Addition to the City of Hays, Ellis County, Kansas.

**OWNER and SUBDIVIDER:**

Z M M, LLC

**APPROVALS:**

This plat has been submitted to and approved by the Hays Area Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
 CHAIRMAN  
 \_\_\_\_\_  
 SECRETARY

**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**  
 1378 Butterfield Trail Rd.  
 Hays, Kansas 67601  
 785-259-1302

# ZMM Addition



**PLANNING COMMISSION FINDINGS OF FACT**

1. CASE NO.: **14-04Z**      FILING FEE PAID: **\$140.00**
  2. DATE FILED: **12/08/2014**
  3. DATE ADVERTISED FOR HEARING: **12/21/2014**
  4. PUBLIC HEARING DATE: **01/19/2015**
  5. APPLICANT'S NAME: **ZMM LLC**
  6. LOCATION OF PROPERTY: **NW corner of 33rd St & Canal Blvd**
  - 7.
  8. DESCRIPTION OF PROPERTY: **Lot 7 through Lot 20 of ZMM Development Addition, Ellis County, Kansas.**
  9. PRESENT USE OF PROPERTY: **Vacant**
  10. PRESENT ZONING: **"R-1"**                      REQUESTED ZONING: **"R-3"**
- 

1. CHARACTER OF THE NEIGHBORHOOD:  
DIRECTION  
  
NORTH: **Multi-Family and Single Family**  
  
SOUTH: **Single-Family**  
  
EAST: **Seven Hills Park**  
  
WEST: **Multi-Family**
2. THE ZONING OF SURROUNDING PROPERTY:  
DIRECTION  
  
NORTH: **"R-2" Single Family Dwelling District & "R-4" Multi-Family Dwelling Unit**  
  
SOUTH: **"R-1" Single Family Dwelling District**  
  
EAST: **"R-1" Single Family Dwelling District**  
  
WEST: **"R-4" Multi-Family Dwelling Unit**

3. CONSIDERATION OF THE RECOMMENDATIONS OF PERMANENT PROFESSIONAL STAFF: **The Area is identified on the Future Land Use map of the Comprehensive plan as "Civic" use because it was owned by the School District at the time of the development of the 2012 Comprehensive Plan. It would be well suited for residential housing and duplexes which would be compatible with the surrounding neighborhood. Lots 7-20 of the ZMM Development Addition are proposed to be zoned for one and two-family housing which would be in conformance with the surrounding areas, particularly the multi-family district to the west and the multi-family area to the north.**
  
4.
  - A. DEDICATION OR RESERVATION NEEDED FOR:
    1. DRAINAGE: **Yes**
    2. STREETS: **Yes**
    3. UTILITY EASEMENTS:
      - a. ELECTRICITY: **Yes**
      - b. GAS: **Yes**
      - c. SEWERS: **Yes**
      - d. WATER: **Yes**
    4. SHOULD PLATTING BE REQUIRED: **Platting is in process (already approved by the Planning Commission)**
  
  - B. TRAFFIC CONDITIONS:
    1. CLASSIFICATION OF STREET ON WHICH PROPERTY FRONTS: **Local**
    2. RIGHT-OF-WAY WIDTH: **60' ROW for new proposed 34<sup>th</sup> Street**
    3. SIGHT DISTANCE: **OK**
    4. TURNING MOVEMENTS: **OK**
    5. COMMENTS ON TRAFFIC: **Local**
  
4. THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: **This is a vacant tract of land surrounded by existing multi-family and single-family uses that would provide an area for infill for the proposed construction of single-family homes and duplexes that would be fitting to the area.**
  
5. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY: **Changing the zoning classification from "R-1" Single Family Dwelling District to "R-3" Two-Family Dwelling District should not detrimentally affect nearby properties.**
  
6. THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED: **With the exception of recreation uses, the property has been in its current state since the adoption of 3-mile zoning regulations – 40 plus years.**

7. THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE NEIGHBORING PROPERTY, AS COMPARED TO THE HARDSHIP IMPOSED ON THE INDIVIDUAL LANDOWNER: **Neighboring property values typically tend to increase as development in surrounding areas takes place. The impact of the rezoning, if approved, should not be destructive to neighboring property and should actually enhance the surrounding area as development occurs.**
  
8. THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY: **The Area is identified on the Future Land Use map of the Comprehensive plan as "Civic" use because it was owned by the School District at the time of the development of the 2012 Comprehensive Plan. Now that it is privately owned, the surrounding area is looked at for the best use. The surrounding areas are a mix of single family, multi-family, and recreation (park) uses. The subject property would be well suited for residential single-family housing as well as duplexes.**

The request for the "R-3" two-family zoning classification does fit the overall scheme of the surrounding properties and that of the master plan. Staff does recommend the change of zoning from "R-1" Single Family Zoning Classification to "R-3" Two-Family Zoning Classification.

**ORDINANCE NO.**

**AN ORDINANCE REZONING A TRACT OF LAND SITUATED IN THE WEST HALF (1/2) OF SECTION TWENTY EIGHT (28), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6<sup>TH</sup> P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOTS SEVEN (7) THROUGH TWENTY (20), BLOCK FOUR (4) OF THE Z M M DEVELOPMENT ADDITION TO THE CITY OF HAYS, A REPLAT OF BLOCK FOUR (4), SEVEN HILLS ADDITION TO ELLIS COUNTY, KANSAS,**

**FROM “R-1” SINGLE-FAMILY DWELLING DISTRICT TO “R-3” TWO-FAMILY DWELLING DISTRICT.**

**WHEREAS**, the Hays Area Planning Commission, after due and legal notice published in the Hays Daily News, the official city newspaper, on December 21, 2014, and after a public hearing held in conformity with such notice on January 19, 2015, did, on the last mentioned date, recommend to the Governing Body of the City of Hays, Kansas, the re-zoning of the following-described real estate:

THAT PART OF THE WEST HALF (1/2) OF SECTION TWENTY EIGHT (28), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6<sup>TH</sup> P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS SEVEN (7) THROUGH TWENTY (20), BLOCK FOUR (4) OF THE Z M M DEVELOPMENT ADDITION TO THE CITY OF HAYS, A REPLAT OF BLOCK FOUR (4), SEVEN HILLS ADDITION TO ELLIS COUNTY, KANSAS,

from “R-1” SINGLE-FAMILY DWELLING DISTRICT to “R-3” TWO-FAMILY DWELLING DISTRICT;

**WHEREAS**, upon due consideration, it appears that the best interests of the City of Hays, Kansas, will be subserved by the following recommendation of the Hays Area Planning Commission,

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

Section 1. That the following-described real estate, to-wit:

THAT PART OF THE WEST HALF (1/2) OF SECTION TWENTY EIGHT (28), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6<sup>TH</sup> P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS SEVEN (7) THROUGH TWENTY (20), BLOCK FOUR (4) OF THE Z M M DEVELOPMENT ADDITION TO THE CITY OF HAYS, A REPLAT OF BLOCK FOUR (4), SEVEN HILLS ADDITION TO ELLIS COUNTY, KANSAS,

from "R-1" SINGLE-FAMILY DWELLING DISTRICT to "R-3" TWO-FAMILY DWELLING DISTRICT.

Section 2. This ordinance shall take effect upon its publication in the Hays Daily News, the official city newspaper.

PASSED by the Governing Body on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Henry Schwaller, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Kitchen, City Clerk

(SEAL)



# Commission Work Session Agenda

## Memo

**From:** Jesse Rohr, PIE Superintendent

**Work Session:** February 5, 2015

**Subject:** Z M M Development Addition Final Plat

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

### Summary

The owners of the proposed ZMM Development Addition have submitted a final plat for consideration. The property is adjacent to previously platted property and has become an island of undeveloped property. The plat is comprised of 26 lots slated for residential development and does include dedication of street and alley right-of-way. Staff has reviewed the proposed plat which has also been reviewed by the Utility Advisory Committee. On November 17, 2014 the final plat was reviewed and approved (5-0 vote) by the Hays Area Planning Commission. Staff, as well as the Planning Commission, recommends approving the resolution accepting this plat of the Z M M Development Addition as submitted.

### Background

This property has remained undeveloped as the surrounding property has grown and developed through the years. The property was formerly owned by the USD 489 school district and was recently sold to the current owner. The area of this development is within a highly desirable and developable area for residential development.

### Discussion

The owners of the proposed Z M M Development Addition have submitted a final plat for consideration. The property is adjacent to previously platted property and has become an island of undeveloped property. Approval of this plat will allow for development of the property. The plat is comprised of 26 lots slated for residential development. The lots are very similar in size as those in the surrounding area. The plat does include dedication of street and alley right-of-way. Any other necessary right-of-way and/or easements are already in place or being dedicated with this plat.

The developer intends to construct the necessary utilities (water, sewer, street) by means of a developer agreement and does not intend on special assessing the costs of the improvements. The Developer Agreement will be forthcoming for City Manager approval at a later date. There are no planned city expenditures for the initial infrastructure improvements. Oversight of the construction project will be provided by the developer's engineer as dictated by the standard Developer Agreement. Staff feels the

proposed layout and use of this property is the highest and best use for this property. The surrounding property consists of single-family homes, multi-family residences, and a City park. The adopted comprehensive plan future land use map indicates this area to be Civic Use, due to the fact that it was owned by the school district when the Comprehensive Plan was adopted. Therefore, one would look at surrounding areas on the future land use map and notice that there are areas of both low density and medium density residential identified. This plat is exempt from green/open space requirements since it is a replat of a larger development which included green space (Seven Hills Park) at the time the original plat was approved.

Staff has reviewed the proposed plat which has also been reviewed by the Utility Advisory Committee. On November 17, 2014 the final plat was reviewed and approved (5-0 vote) by the Hays Area Planning Commission.

Approval of the plat should not be considered without full consideration of the rezoning request from R-1 to R-3 for lots 7-20 (see rezoning agenda item). Some portions of this plat, particularly the setbacks, are only conforming if rezoned to R-3.

### **Legal Consideration**

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

### **Financial Consideration**

This action has no immediate negative financial effect on the City at large; however, the City will be taking ownership of the street and alleys, as well as the water and sewer utilities once installed in the development. Once constructed, future maintenance of those utilities will be the responsibility of the City.

### **Options**

The City Commission has the following options:

- Approve the plat as submitted
- Do not approve the plat

### **Recommendation**

Staff, as well as the Planning Commission, recommends approving this plat as submitted.

### **Action Requested**

Approve the resolution accepting the final plat known as Z M M Development Addition.

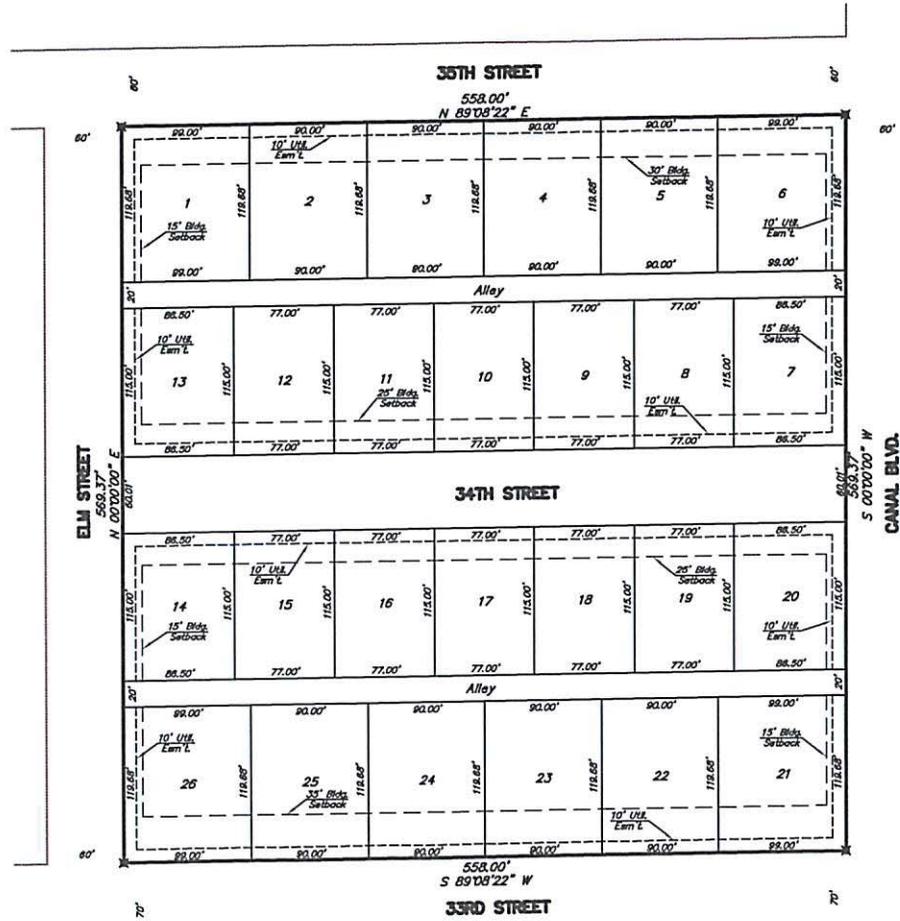
### **Supporting Documentation**

Maps  
Final Plat  
Plat and Dedication  
Resolution

# ZMM Development

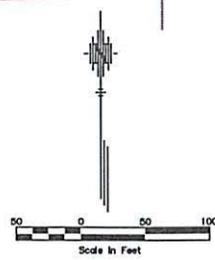


# FINAL PLAT OF Z M M DEVELOPMENT ADDITION A REPLAT OF BLOCK 4 SEVEN HILLS ADDITION HAYS, KANSAS



Location Map

**LEGEND**  
 X Set 1/2" Bar w/ Cap  
 Stamped "RUDER RLS-918"



**APPROVALS:**

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

\_\_\_\_\_  
 CHAIRMAN  
 \_\_\_\_\_  
 SECRETARY

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

\_\_\_\_\_  
 MAYOR

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, Alley and Easements, the same to be known as "Z M M Development Addition", in Hays, Kansas. The Street and Alleys 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.

Z M M, LLC  
 Dated July 30, 2014

By \_\_\_\_\_  
 John V. Zeigler, Resident Agent

**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 John V. Zeigler, Resident Agent for Z M M, LLC. Dated July 30, 2014, 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:

**DESCRIPTION:**

Block 4, of the Seven Hills Addition to the City of Hays, Ellis County, Kansas.

**STREETS, ALLEY & EASEMENTS:**

Streets and alleys, as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.  
 Easements are hereby dedicated for public use, 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 Eas't."

**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

**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 Rudar, 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 Rudar      \_\_\_\_\_  
 Date



**RUDER ENGINEERING & SURVEYING, LLC**  
 1378 Butterfield Trail Rd.  
 Hays, Kansas 67501  
 785-628-8134

# 35TH STREET

558.00'  
N 89°03'22" E

ELM STREET

569.37'  
N 00°00'00" E

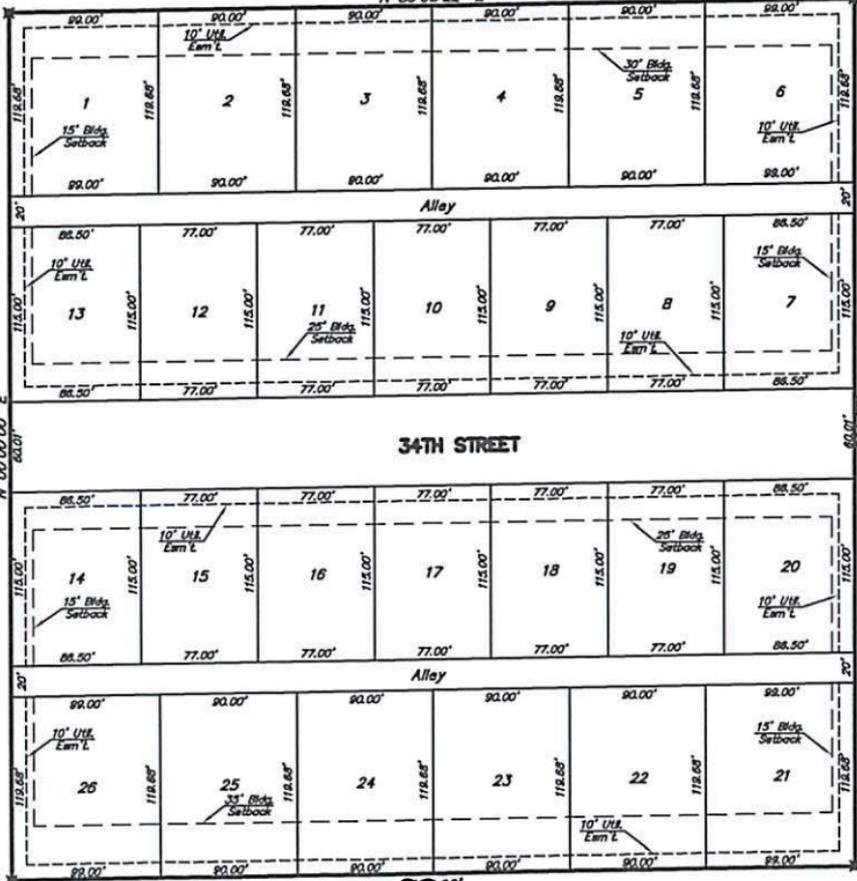
569.37'  
S 00°00'00" W

CANAL BLVD.

# 34TH STREET

300.00'  
S 89°03'22" W

# 33RD STREET



**PLAT AND DEDICATION OF  
Z M M DEVELOPMENT ADDITION  
A REPLAT OF BLOCK 4 SEVEN HILLS ADDITION  
HAYS, KANSAS**

Z M M, LLC, to the Public:

A. DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Z M M, LLC, the owner of the following real estate situated in Ellis County, Kansas, to-wit:

All of Block Four (4), SEVEN HILLS ADDITION to the City  
of Hays, Ellis County, Kansas

has caused the same to be surveyed and platted in accordance with the laws of the State of Kansas, as an addition to the City of Hays, Kansas, to be known as:

Z M M Development Addition  
A Replat of Block 4 Seven Hills Addition  
Hays, Kansas

an Addition to the City of Hays, Kansas. The streets, alleys and easements included in this addition are fully set forth and defined on the plat and are intended to be and are forever dedicated to and for the public use and purposes designated forever.

The several acres of the platted real estate are divided into blocks and lots, each of which are numbered, and the precise length and width is indicated by figures on their respective boundary lines, expressing their dimensions in feet and decimals of a foot. All of said lots are intended for sale.

B. RESERVATIONS, RESTRICTIONS AND COVENANTS

The owner declares that the aforesaid land, shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, and also any reservations, restrictions and covenants now of record not inconsistent therewith.

C. AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part D and E shall apply in their entirety to the subject real estate and all units situated thereon.

D. RESIDENTIAL AND RECREATIONAL AREA COVENANTS AND RESTRICTIONS

D-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on the subject real estate other than one single-family home on Lots 1 thru 6 and Lots 21- thru 26, inclusive, or one duplex dwelling on Lots 7 thru 20, inclusive, not to exceed two stories in height and attached private garage(s). No rooms may be rented or occupancy of said premises permitted except by a single family unit; provided, however, this shall not be construed to prohibit the occupancy of rooms by relatives, in-laws, or domestic servants; provided further, however, that the above prohibition on renting or occupancy shall not apply to any duplex dwelling.

D-2. GARAGES. All single family units, whether standing alone or connected, shall provide an attached garage of sufficient size to provide parking and shelter for a least two vehicles; all duplexes shall provide for at least a private attached one car garage for each side/unit of a duplex, provided, however, this requirement may be waived by the Architectural Control Committee established herein.

D-3. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches or garages, shall not be less than 1,000 square feet for a one-story dwelling, or less than 1,400 square feet for a split level or one and one-half story dwelling, or less than 1,800 square feet for a two-story dwelling; and the ground floor area of each side of a duplex or each unit of a duplex, exclusive of one story open porches and garages, shall not be less than 900 square feet.

D-4. OUT BUILDINGS. No lot shall contain more than one out building and all out buildings must be of similar design construction as the principal residence located on said lot. No out building shall be constructed until approved by the Architectural Control Committee.

D-5. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side-street line than the minimum building set-back lines shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be construed as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon a building or another lot.

D-6. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on the subject real estate until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation.

D-7. FENCES AND WALLS. No fence or wall shall be constructed on any lot unless and until approved by the Architectural Control Committee.

D-8. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities, streets and alleys are reserved as shown on the recorded plat.

D-9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided however, that construction shacks or similar structures used temporarily by contractors for building purposes shall be permitted only during the period of construction. No building shall be permitted to stand with its exterior in an unfinished condition for longer than one year after commencement of construction. In the event of fire, windstorm or other damages, no building shall be permitted to remain in a damaged condition longer than six months after the date of damage.

D-10. BUILDING MATERIALS. No structure or building shall be moved onto any lot at any time (i.e. prefabricated, modular or manufactured homes) and all structures which are permitted to be built shall be of new construction and new material, except for exterior or interior finish materials used for decorative purposes. The requirements herein may be waived by the Architectural Control Committee upon written request.

D-11. VEHICLE PARKING. No boats, trailers, campers, motorhomes, or other similar vehicles nor any large commercial vehicles/trucks or agricultural trucks nor any vehicle in the process of being repaired or otherwise inoperable, shall be stored or parked on streets or driveways or in a position so as to be visible from the street unless the same are appropriately screened from view from any street adjacent to or in Z M M Development Addition.

D-12. SIGNS. No sign of any kind shall be displayed to the public view on any lots except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period, unless otherwise approved by the Architectural Control Committee.

D-13. LIVESTOCK AND POULTRY. No animals, livestock, pigeons, fowls or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs (except Rottweilers, Pit Bulls or any declared vicious dogs), cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

D-14. RADIO OR TELEVISION DEVICE. There shall be no external television or radio antennas erected on any residence or lots in this addition. Further, there shall be no satellite TV or radio dishes except those less than four (4) feet in diameter. Placement on roofs is strictly prohibited.

D-15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the subject real estate.

E. ADDITIONAL RESIDENTIAL COVENANTS AND RESTRICTIONS FOR LOTS

E-1. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Noxious or offensive activity includes, but is not limited to, any activity which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

E-2. RESTRICTIONS ON SUBDIVISION. No dwelling shall be erected or placed on any lot less than the size of the lots as platted herein.

F. ARCHITECTURAL CONTROL COMMITTEE

F-1. MEMBERSHIP. The Architectural Control Committee is composed of the members of Z M M, LCC. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members or member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

F-2. PROCEDURE. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the record covenants shall be deemed to have been fully complied with.

G. GENERAL PROVISIONS

G-1. ZONING AND PLANNING. The aforesaid real estate shall further be subject to the zoning and planning ordinances of the City of Hays, Kansas, if any, and if enacted, as the same be amended from time to time.

G-2. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the time these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

G-3. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant or restriction contained herein either to restrain violation or to recover damages.

G-4. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Z M M, LLC

\_\_\_\_\_  
John V. Ziegler, Member

\_\_\_\_\_  
Alan J. Moore, Member

\_\_\_\_\_  
Vaughn McMurtrie, Member

STATE OF KANSAS, COUNTY OF ELLIS, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came John V. Ziegler, Alan J. Moore and Vaughan McMurtrie, comprising all the members of Z M M, LLC, personally known to me to be the same persons who executed the foregoing instrument of writing and they duly acknowledged the execution of the same for themselves for the uses and purposed therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires:

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

STATE OF KANSAS, ELLIS COUNTY, ss:

I, Harvey Ruder, certify that the attached plat is a true and correct plat of Z M M Development Addition A Replat of Block 4 Seven Hills Addition Hays, Kansas, an Addition to the City of Hays, Kansas, the same being surveyed and platted by me, the undersigned, a qualified and licensed land surveyor.

\_\_\_\_\_  
Harvey Ruder

Dated at Hays, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF KANSAS, ELLIS COUNTY, ss:

Be it known that the attached plat has been submitted to me and that the same is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
John T. Bird  
City Attorney of Hays, Kansas

STATE OF KANSAS, ELLIS COUNTY, ss:

I, Henry Schwaller IV, Mayor of the City of Hays, do hereby certify that the attached plat of Z M M Development A Replat of Block 4 Seven Hills Addition Hays, Kansas an Addition to the City of Hays, Kansas was approved by the City Commission of the City of Hays, Ellis County, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Henry Schwaller IV, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Kitchen, City Clerk

(SEAL)

**RESOLUTION**

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

WHEREAS, Z M M LLC, a Limited Liability Corporation, has presented to the Governing Body of the City of Hays, Kansas, a certain plat of Z M M DEVELOPMENT ADDITION situated within the corporate limits of the City of Hays, Kansas, being lots, streets, alleys comprising the following described real estate, to-wit:

THAT PART OF THE WEST HALF (1/2) OF SECTION TWENTY EIGHT (28), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6<sup>TH</sup> P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS SEVEN (7) THROUGH TWENTY (20), BLOCK FOUR (4) OF THE Z M M DEVELOPMENT ADDITION TO THE CITY OF HAYS, A REPLAT OF BLOCK FOUR (4), SEVEN HILLS ADDITION TO ELLIS COUNTY, KANSAS. TRACT CONTAINS 7.29 ACRES, MORE OR LESS,

to be known as Z M M DEVELOPMENT ADDITION to the City of Hays, Kansas; and,

WHEREAS, the said plat has been examined and considered by the Hays Area Planning Commission of the City of Hays, Kansas; and,

WHEREAS, the City Attorney of the City of Hays, Kansas, has found that the proposed plat conforms to the requirements of the statutes in such matters made and provided;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, that the City of Hays, Kansas, hereby approves the plat of Z M M DEVELOPMENT ADDITION to the City of Hays, Kansas, and the City Clerk is instructed to endorse such approval on said plat.

Passed and adopted by the Governing Body of the City of Hays, Kansas, this 12<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Henry Schwaller - Mayor

ATTEST:

BY \_\_\_\_\_  
Brenda Kitchen - City Clerk

# Commission Work Session Agenda

## Memo

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

**Work Session:** February 5, 2015

**Subject:** Tallgrass Addition Phase 5 - Resolution to Establish Benefit District (17<sup>th</sup> Street, Tallgrass Drive and Prairie Run Court)

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

### Summary

TG Investments, LLC has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 33 lots in the Tallgrass Addition within the City of Hays. The engineer's estimate for total construction costs is \$1,055,000. In accordance with the City's Development Policy, the City's estimated share of the cost for over sizing would be \$104,000; however, staff is recommending that 17th Street and Tallgrass Drive be build to only 40' in width rather than the 45' width of the adjacent existing street. That reduction in width would reduce the City share by approximately \$40,000. The cost to over size sanitary sewer would be funded out of Water/Sewer Capital. It is recommended the actual cost to oversize the street be funded out of City Commission Capital Reserve. Staff recommends adopting the resolution authorizing the creation of a special benefit district with 17th Street/Tallgrass drive constructed at 40' width.



### Background

This is the logical continuation of the construction of the Tallgrass Addition 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 and would complete the connection of East 17<sup>th</sup> Street to Tallgrass Drive.

## **Discussion**

TG Investments, LLC has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 33 lots in the Tallgrass Addition within the City of Hays. The general nature of the proposed improvements is as follows:

- The construction of 17<sup>th</sup> Street from Copper Creek Court east to approximately 70 feet north of Limestone Court; the construction of Prairie Run Court, including a cul-de-sac; the construction of Rolling Hills from 17<sup>th</sup> Street, approximately 120 feet north; and all related curb, gutter and stormwater sewer improvements.
- The construction of approximately 1640 linear feet of 8” water line and 460 linear feet of 6” water line, fire hydrants, service connections and all other necessary and related water improvements.
- The construction of approximately 1245 linear feet of 10” sanitary sewer and approximately 370 linear feet of 8” sanitary sewer, manholes, sanitary sewer service connections and all other necessary and related sanitary sewer improvements.

In accordance with the City’s Development Policy, the City is responsible for the cost of oversizing infrastructure. Both East 17<sup>th</sup> Street to the west and Tallgrass Drive to the south were built to residential collector street standard (45’ width from back of curb to back of curb) as specified in the current policy, which is 5 feet wider than the typical 40’ wide residential street, plus the pavement is to be 7” thick (1” thicker than the typical 6” thick residential street). The estimated cost for oversizing the street pavement is \$88,137. In addition, the sanitary sewer line running along 17<sup>th</sup> Street and Tallgrass Drive is to be oversized from the typical 8” diameter to 10” diameter to accommodate future growth north of the Tallgrass Addition. The cost to oversize the sanitary sewer line is \$16,185.

To be more in line with the Comprehensive Plan, Strong Towns, and other smart growth and sustainability initiatives, staff is recommending that 17<sup>th</sup> Street/Tallgrass Drive be built to 40’ width rather than the 45’ width of adjacent sections. This would reduce the City’s share for oversizing by approximately \$40,000 and reduce the City’s future maintenance liability (less surface area).

## **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. After subtracting the estimated City Share for oversizing, 70% of the remaining 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. The per lot Special Assessment is estimated to be \$20,166. Based on the 15

year assessment at an assumed interest rate of 4%, the estimated monthly assessment per lot equals \$149.

The City Share for oversizing is currently estimated to be \$104,322; of which, \$88,137 is to oversize and thicken the pavement on 17<sup>th</sup> Street/Tallgrass Drive, and \$16,185 is to oversize the sanitary sewer to 10 inches. Staff's proposal to reduce the width of 17<sup>th</sup> Street/Tallgrass Drive to 40' in width would reduce the City's share for oversizing by approximately \$40,000.

Given the "pay-as-you-go" funding structure, the Director of Finance recommends funding the \$16,185 for Sanitary Sewer oversizing out of Water/Sewer Capital. Since Commission no longer incurs debt for general obligation it's recommended the Street oversizing be funded out of City Commission Capital Reserve.

The estimated \$665,475 to be special assessed would be bonded.

### **Options**

Options include the following:

- Approve the Resolution authorizing the creation of the special benefit district for the Tallgrass Addition, Phase 5 with 17<sup>th</sup> Street/Tallgrass drive constructed at 40' width.
- Approve the Resolution authorizing the creation of the special benefit district for the Tallgrass Addition, Phase 5 with 17<sup>th</sup> Street/Tallgrass drive constructed at 45' width.
- Do not approve the Resolution.

### **Recommendation**

Staff recommends adopting the attached resolution authorizing the creation of a special benefit district with 17<sup>th</sup> Street/Tallgrass drive constructed at 40' width.

### **Action Requested**

Approve the Resolution authorizing the creation of a special benefit district for infrastructure improvements for the development of 33 lots along East 17<sup>th</sup> Street, Tallgrass Drive, and Prairie Run Court within the Tallgrass Addition with 17<sup>th</sup> Street and Tallgrass Drive constructed at 40' width.

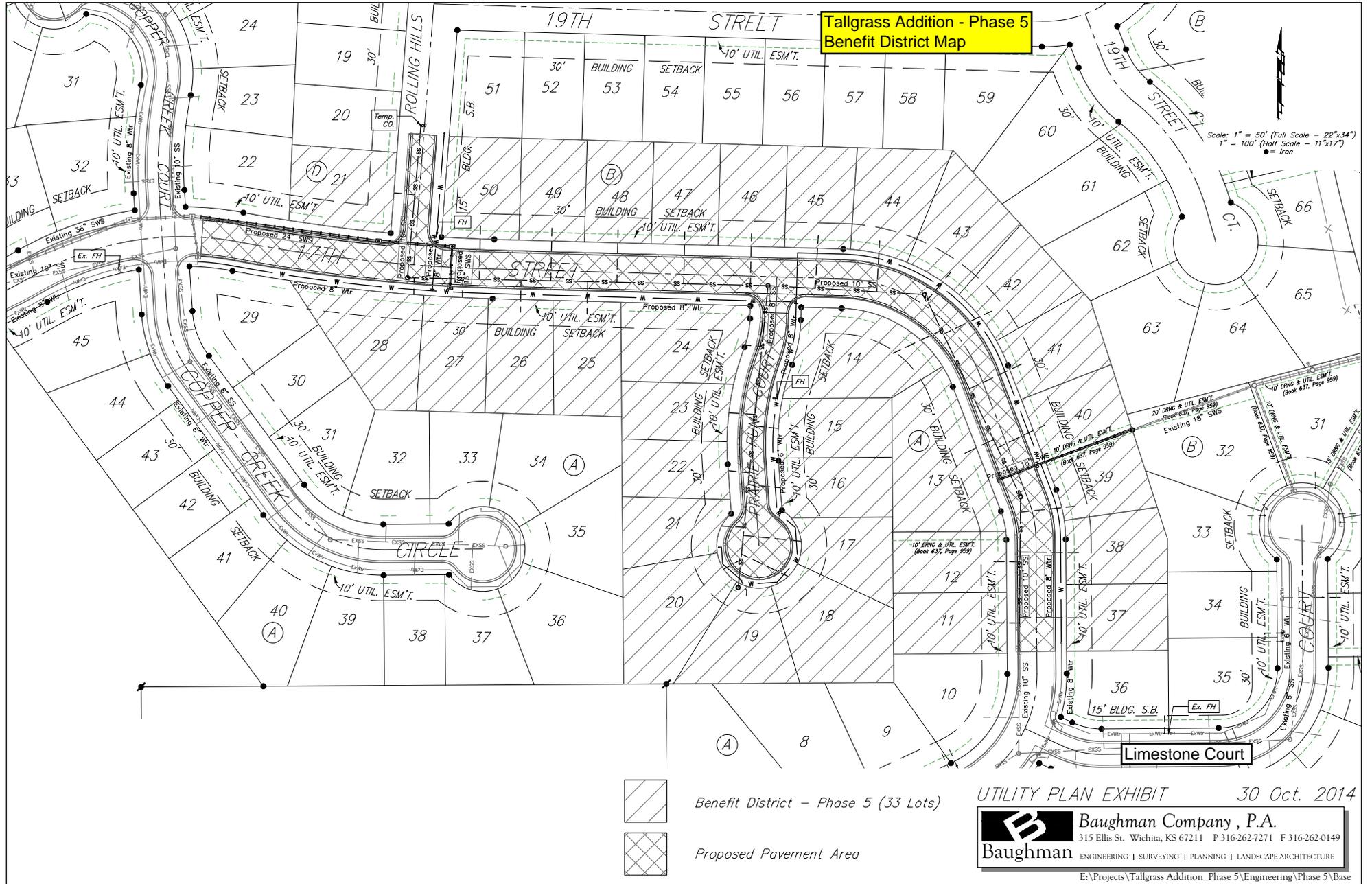
### **Supporting Documentation**

Signed Petition  
Map(s) of Benefit District  
Resolution









**PETITION**

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

**We, the undersigned, owner of record of property located within the City of Hays, Kansas (the “City”) do hereby respectfully request that the Governing Body of the City create and designate an improvement district for the purpose of making certain improvements in the manner provided by K.S.A. 12-6a01 *et seq.* and particularly K.S.A. 12-6a04(c).**

**1. The general nature of the proposed improvements are as follows:**

The construction of 17<sup>th</sup> Street from Copper Creek Court east to approximately 70 feet north of Limestone Court; the construction of Prairie Run Court, including a cul-de-sac; the construction of Rolling Hills from 17<sup>th</sup> Street, approximately 120 feet north; and all related curb, gutter and stormwater sewer improvements.

The construction of approximately 1640 linear feet of 8” water line and 460 linear feet of 6” water line, fire hydrants, service connections and all other necessary and related water improvements.

The construction of approximately 1245 linear feet of 10” sanitary sewer and approximately 370 linear feet of 8” sanitary sewer, manholes, sanitary sewer service connections and all other necessary and related sanitary sewer improvements.

**(collectively, the “Improvements”)**

**2. The estimated or probable cost of the Improvements is:**

One million and fifty-five thousand dollars (\$1,055,000) plus costs of issuance and plus costs of interest on any temporary financing.

**3. The extent of the proposed improvement district to be assessed is:**

Lots 11 to 28 of Block A, Lots 37 to 50 of Block B, and Lot 21 of Block D, all located in the Tallgrass Addition, City of Hays, Ellis County, Kansas

**(the “Improvement District”).**

**4. The proposed method of assessment shall be:**

Equally per lot for each lot in the Improvement District.

**5. The proposed apportionment of cost between the Improvement District and the City at large is:**

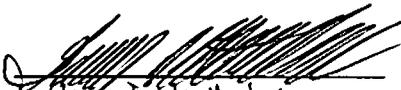
One hundred percent (100%) of the cost of the Improvements shall be paid by the Improvement District and no costs shall be paid by the City-at-Large, except that the City-at-Large shall pay 100% of the additional costs of any required pavement width, additional required pavement thickness and intersections, and required oversized water, sewer, and storm sewer lines as provided by the City's "Infrastructure Guidelines for New Development" adopted by the Governing Body of the City on October 22, 2009. The cost of such additional street improvements or oversized water, sewer, or storm sewer lines to be paid by the City-at-Large is estimated to be \$104,322, or approximately 10% of the total cost of the Improvements.

**6. The signers of this Petition hereby request that the Improvements be made without notice and hearing as required by K.S.A. 12-6a04(a).**

**7. The signers of this Petition are the owners of 100% of the property in the Improvement District, acknowledge that this Petition is submitted in accordance with K.S.A. 12-6a04(c), and further acknowledge that the proposed Improvement District does not include all properties which may be deemed to benefit from the proposed Improvement.**

**NAMES MAY NOT BE WITHDRAWN FROM THE PETITION BY THE SIGNERS THEREOF AFTER THE GOVERNING BODY COMMENCES CONSIDERATION OF THE PETITION OR LATER THAN SEVEN (7) DAYS AFTER FILING OF THE PETITION WITH THE CITY CLERK, WHICHEVER OCCURS FIRST.**

**TG INVESTMENTS, LLC**

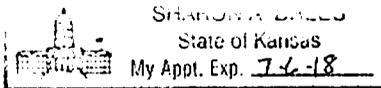
By:   
Title: Managing Member

**LEGAL DESCRIPTION OF PROPERTY OWNED WITHIN THE PROPOSED IMPROVEMENT DISTRICT:**

Lots 11 to 28 of Block A, Lots 37 to 50 of Block B, and Lot 21 of Block D, all located in the Tallgrass Addition, City of Hays, Ellis County, Kansas.

STATE OF KANSAS            )  
  )  
ELLIS COUNTY                )

I, the undersigned Notary Public, hereby certify that the signature appearing above is genuine and that this document was signed before me on this 16<sup>th</sup> day of January, 2015.



  
Notary Public

My appointment expires: 7-6-18

(Published in the *HAYS DAILY NEWS* on \_\_\_\_\_, 2015)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN IMPROVEMENTS IN THE CITY OF HAYS, KANSAS, MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS.**

**WHEREAS**, a petition was filed with the City Clerk for the City of Hays, Kansas (the “City”) on \_\_\_\_\_, 2015, proposing certain improvements pursuant to K.S.A. 12-6a01 *et seq.* and particularly K.S.A. 12-6a04(c) (the “Petition”); and

**WHEREAS**, the 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 improvement district to be assessed for the cost 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(a); and

**WHEREAS**, the Governing Body of the City hereby finds and determines that said petition is sufficient.

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

**Section 1.** The Governing Body hereby finds and determines that it is necessary and advisable to make the following improvements:

(a) The nature of the improvements are as follows:

The construction of 17<sup>th</sup> Street from Copper Creek Court east to approximately 70 feet north of Limestone Court; the construction of Prairie Run Court, including a cul-de-sac; the construction of Rolling Hills from 17<sup>th</sup> Street, approximately 120 feet north; and all related curb, gutter and stormwater sewer improvements.

The construction of approximately 1640 linear feet of 8” water line and 460 linear feet of 6” water line, fire hydrants, service connections and all other necessary and related water improvements.

The construction of approximately 1245 linear feet of 10” sanitary sewer and approximately 370 linear feet of 8” sanitary sewer, manholes, sanitary sewer service connections and all other necessary and related sanitary sewer improvements.

(collectively, the “Improvements”).

(b) The estimated cost of the Improvements is:

One million and fifty-five thousand dollars (\$1,055,000) plus costs of issuance and plus costs of interest on any temporary financing.

(c) The boundaries of the improvement district to be assessed are:

Lots 11 to 28 of Block A, Lots 37 to 50 of Block B, and Lot 21 of Block D, all located in the Tallgrass Addition, City of Hays, Ellis County, Kansas

(the "Improvement District").

(d) The method of assessment shall be:

Equally per lot for each lot in the Improvement District.

(e) The apportionment of cost between the Improvement District and the City at large is:

One hundred percent (100%) of the cost of the Improvements shall be paid by the Improvement District and no costs shall be paid by the City-at-Large, except that the City-at-Large shall pay 100% of the additional costs of any required pavement width, additional required pavement thickness and intersections, and required oversized water, sewer, and storm sewer lines as provided by the City's "Infrastructure Guidelines for New Development" adopted by the Governing Body of the City on October 22, 2009. The cost of such additional street improvements or oversized water, sewer, or storm sewer lines to be paid by the City-at-Large is estimated to be \$104,322, or approximately 10% of the total cost of the Improvements.

**Section 2.** The Governing Body hereby declares that the Improvements described in this Resolution are necessary, and authorizes them to be made in accordance with the findings set forth in this Resolution, and further authorizes the levying of assessments and the issuance of bonds therefore, all in accordance with K.S.A. 12-6a01 *et seq.*

**Section 3.** The City expects to make capital expenditures from and after the date of this Resolution in connection with the Improvements described herein, 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 \$1,055,000, plus costs of issuance, and plus costs of interest on any temporary financing.

**Section 4.** The City Clerk shall file a certified copy of this Resolution with the Register of Deeds of Ellis County, Kansas.

**Section 5.** This Resolution shall take effect after its passage and publication once in the official city newspaper.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED AND APPROVED** by the Governing Body of the City of Hays, on \_\_\_\_\_  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

(SEAL)

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



# Commission Work Session Agenda

## Memo

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

**Work Session:** February 5, 2015

**Subject:** Tallgrass Addition Phase 5 Engineering Service Agreement (17<sup>th</sup> Street, Tallgrass Drive and Prairie Run Court)

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

### Summary

TG Investments, LLC has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 33 lots in the Tallgrass Addition within the City of Hays. The resolution accepting the petition is moving forward under a separate agenda item. Baughman Company, P.A. has now prepared a contract for engineering services to include engineering design and contractor solicitation. The contract is for a not-to-exceed amount of \$58,000. Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Baughman Company for professional services related to improvements to Phase 5 of the Tallgrass Addition in an amount not to exceed \$58,000.

### Background

This is the logical continuation of the construction of the Tallgrass Addition 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 and would complete the connection of East 17<sup>th</sup> Street to Tallgrass Drive.

### Discussion

TG investments, LLC has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 33 lots in the Tallgrass Addition within the City of Hays. The resolution accepting the petition is moving forward under a separate agenda item. Baughman Company, P.A. has prepared a contract for engineering services to include engineering design and contractor solicitation. The contract is for a not-to-exceed amount of \$58,000. A separate agreement for construction Phase Engineering Services (Inspection) will be coming forward at a later date for approval.

### **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.

### **Financial Consideration**

The \$58,000 cost for Engineering Services is included in the total project cost estimated at \$1,055,000 as detailed in the memo regarding the benefit district. The cost would be proportionately split between the various funding mechanisms: Special Assessment, Developer Share, and City Share for over sizing out of Water/Sewer Capital and City Commission Capital Reserve.

### **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 Baughman Company, P.A. for professional services related to improvements to Phase 5 of the Tallgrass Addition in an amount not to exceed \$58,000.

### **Action Requested**

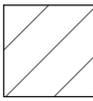
Approve the Engineering Services Agreement with Baughman Company, P.A. for an amount not to exceed \$58,000 for the development of Phase 5 of the Tallgrass Addition.

### **Supporting Documentation**

Map of Area  
Engineering Services Agreement



Scale: 1" = 50' (Full Scale - 22"x34")  
 1" = 100' (Half Scale - 11"x17")  
 ● = Iron

-  Benefit District - Phase 5 (33 Lots)
-  Proposed Pavement Area

UTILITY PLAN EXHIBIT 11 Nov. 2014

**Baughman** ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE  
**Baughman Company, P.A.**  
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

**CONTRACT AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN  
CITY OF HAYS KANSAS  
AND  
BAUGHMAN COMPANY, P. A.**

THIS IS AN AGREEMENT made as of \_\_\_\_\_ between The City of Hays (OWNER) and Baughman Company, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide PROFESSIONAL ENGINEERING SERVICES as required for the development of plans and specifications and contractor solicitation for the Street, with incidental Storm Water Sewer, Sanitary Sewer, and Water Line Improvements to serve Lots 11 through 28, Block A, Lots 37-50, Block B and Lot 21, Block D, Tallgrass Addition – Phase V, Hays, Kansas.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services in accordance with the City of Hays policy guideline and expectation to develop engineering scope of services for new development.

In the event of any conflict between this contract and the attached Guidelines and Expectations to Develop Engineering Scope of Services for New Development issued by Director of Public Works effective date November 29, 2006, the terms and conditions and provisions of the Guidelines and Expectations to Develop Engineering Scope of Services for New Development issued by Director of Public Works effective date November 29, 2006 shall prevail and supersede those of the contract. The Guidelines and Expectations to Develop Engineering Scope of Services for New Development issued by Director of Public works effective date November 29, 2006 is attached as an exhibit hereto.

2. After written authorization to proceed, the ENGINEER shall:
3. Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
4. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
5. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER.

At the conclusion of the Preliminary Design and Study Phase, Engineer shall prepare and submit an estimate of construction costs to the Owner for review before a Notice to Proceed will be issued by Owner for the remainder of the engineering contract.

The Engineer will provide monthly reports of project progress to Owner from preliminary design through the final design phase.

6. After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:
7. Prepare Preliminary Design documents prepared on standard 23" x 36" vellum consisting of final design criteria, preliminary drawings, and written descriptions of the Project.
8. Furnish three copies of the Preliminary Design documents and present and review them in person with OWNER within 30 days after the notice to proceed is received by the ENGINEER.
9. After written authorization to proceed with the Final Design Phase, ENGINEER shall:
10. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings"). Furnish the above documents of the Final Design on 23" x 36" vellum and present and review them in person with OWNER within 30 days after the written authorization to proceed with final plans is received.
11. Provide any type of field surveys for design purposes as necessary for the Project.
12. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
13. ENGINEER shall procure and maintain insurance at levels per the owners policy manual for protection from claims under workers' compensation acts, claims of damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Engineer is required to provide the Owner evidence of all insurance prior to undertaking performance of any duties hereunder.
14. ENGINEER shall prepare all required construction bid documents and contracts as necessary for the contractor solicitation and shall assist the Owner where necessary in the Solicitation Phase.
15. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
16. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
17. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings Specifications.
18. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

19. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
20. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other may be necessary for completion of The Project.
21. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affect the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any contractor.
22. The provisions of this Section and the various rates of compensation for ENGINEER's services in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project from the design phase through completion of the warranty phase.
23. If OWNER has requested significant modifications of changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
24. OWNER shall pay ENGINEER for Basic Engineering Design Services rendered under paragraph 1 on the basis of the lump sum fee amount as follows:

| <u>Improvements for Streets/Sanitary Sewer/Water Lines</u> | <u>Fee</u>      |
|--|-----------------|
| 1. Engineering Design Phase                                | \$ 56,800       |
| 2. Contractor Solicitation Phase                           | <u>\$ 1,200</u> |
| Total  | \$ 58,000       |

Billings for the basic engineering design rendered, upon final approval by the OWNER, maybe be submitted to the OWNER for payment. The ENGINEER will not receive due payment until such time that the OWNER has issued temporary notes for the Project.

Owner may elect to perform any phase or portion of phases, with the exception of the engineering design phase, therefore, ENGINEER shall not proceed with work on any phase of this project, with the exception of the engineering design phase, until a Notice to proceed has been issued by the OWNER.

25. In the event of termination by Owner upon the completion of any phase progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase, ENGINEER will be paid for services rendered based upon the percentage of completion of that phase and the amount established herein as compensation of that phase.
26. The obligation to provide future services under this Agreement maybe terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
27. This Agreement shall be governed by the law of the State of Kansas, and the parties agree and stipulate that any action regarding this agreement shall be brought in the District Court of Ellis County, Kansas, and not other Court.

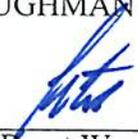
28. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
29. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services thereunder.
30. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

THE CITY OF HAYS, KANSAS

BAUGHMAN COMPANY P.A.

\_\_\_\_\_  
Henry Schwaller IV, Mayor

  
\_\_\_\_\_  
N. Brent Wooten, President

Address for giving notices:

Address for giving notices:

1507 Main  
P. O. Box 490  
Hays, Kansas 67601

315 Ellis  
Wichita, Kansas 67211

ATTEST:

ATTEST:

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

  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# Commission Work Session Agenda

## Memo

**From:** Jeff Boyle, Director of Parks

**Work Session:** February 5, 2015

**Subject:** Rental Golf Cart Shed Replacement

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

### Summary

On September 9, 2014 the city-owned rental cart storage building was destroyed by a major storm. This building is essential to the golf cart rental program and Golf Course Pro Shop Manager. City Staff recommends reconstructing the facility at an expected cost of \$49,880 which includes a low bid from Quality Structures Incorporated and separate concrete and electrical costs. The funding for this facility will derive from insurance monies and other recommended funds noted in the financial section.

### Background

The Fort Hays Municipal Golf Course Pro-Shop Manager provides rental golf carts. These golf carts are stored in a city-owned building on the south side of the Pro-Shop during non-business hours to be recharged and kept out of the weather. On September 9, 2014 the building was destroyed. The insurance company declared the building as a total ruin and provided the city with a check for \$20,977 after deductible. The damaged building size was 21' x 48'. The original building at this location was approximately 21' x 116' in size but in 2007, staff had to remove a large portion of the building as it was not structurally sound.

At that time, the displaced carts were placed in a portion of the existing course maintenance building and in the chemical shed. There is not enough available space or electrical capabilities to continue to store golf carts in the maintenance building or chemical shed.

### Discussion

A storage shed is necessary for the rental golf carts in order to charge the units and keep them out of the weather. Each rental cart is plugged into a trickle charging machine that must be kept out of the weather. The old rental cart storage building was set up with individual garage doors that housed two (2) rental carts per door. This was very inefficient use of the square footage of storage available and very costly to maintain.

Instead of this style of building, City Staff recommends a single storage building with two garage doors that provides cart parking in a single file manner allowing more carts to be parked inside the building. The proposed building is 30' x 60' in size with an eight (8)

foot awning on the cart path side. The replacement shed being requested is a simple wooden framed, metal sided building that will have a concrete floor and electrical services for plugging in the charging units. There is no heat or air conditioning and the interior walls and ceiling are not finished.

If approved, this building will be able to serve a dual purpose. It will provide for rental cart storage and during large tournaments can be used for serving lunch as well as other overflow needs. There is a potential for increased revenue by having this building available for larger gatherings. For example, in 2014 a large tournament moved to the Smokey Hill Country Club since we could not provide adequate covered space for their needs.

This project needs to be completed as soon as possible as we currently have limited ability to properly charge the rental carts for the spring season.

The expected costs and outline of funding is provided below:

|                   |                 |
|-------------------|-----------------|
| Building erected  | \$35,980        |
| Concrete in-house | \$ 4,500        |
| <u>Electrical</u> | <u>\$ 9,400</u> |
| <b>Total</b>      | <b>\$49,880</b> |

City Staff prepared specifications and sent out Request for Bids (RFB) for a standard wooden framed building with metal siding and no concrete or electrical. City Staff will install the concrete after the building is constructed with electrical work bid out. The RFB was sent to forty-five (45) local and in-state businesses. Only two bids were received and noted below:

Quality Structures Incorporated, Haven, KS - \$35,980  
Paul-Wertenberger Construction, Hays, KS - \$54,400

### **Legal Consideration**

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

### **Financial Consideration**

The total cost for replacement of the rental cart shed is more than the amount received from the insurance company after deductible. City Staff recommends the following funding sources:

|                                   |                 |
|-----------------------------------|-----------------|
| Insurance                         | \$16,837        |
| Recoverable Depreciation          | \$ 4,140        |
| Golf Course General Fund          | \$10,000        |
| CM Contingency                    | \$10,000        |
| <u>Special Parks and Rec Fund</u> | <u>\$ 8,903</u> |
| <b>Total</b>                      | <b>\$49,880</b> |

### **Options**

The City Commission has the following options:

- Approve the replacement of the golf cart shed for \$49,880 which includes a low bid from Quality Structures Incorporated for \$35,980.
- Direct Staff to seek other replacement rental cart shed options.
- Do nothing.

### **Recommendation**

City Staff recommends approving the replacement of the golf cart shed for \$49,880 which includes low bid from Quality Structures Incorporated for \$35,980 and concrete/electrical costs.

### **Action Requested**

Approve the replacement of the golf cart shed for \$49,880 which includes a low bid from Quality Structures Incorporated for \$35,980 with funding from the Park Improvement and Special Parks and Recreation funds.

### **Supporting Documentation**

Rental Golf Cart Shed Replacement Attachment 1 (damage)  
Rental Golf Cart Shed Replacement Attachment 2 (proposed)  
Rental Golf Cart Shed Replacement Attachment 3 (location)  
Rental Golf Cart Shed Replacement Attachment 4 (bid tab)





Bid Tabulations – Rental Golf Cart Shed

- 1) Quality Structures Incorporated, Haven, KS - \$35,980
- 2) Paul-Wertenberger Construction, Hays, KS - \$54,400





# **Commission Work Session Agenda**

## **Memo**

**From:** Jeff Boyle, Director of Parks

**Work Session:** February 5, 2015

**Subject:** Golf Course Tournament Report

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

### **Summary**

City Commission requested Staff report on the 2014 Fort Hays Municipal Golf Course Tournament results at the end of the playing season because of new fees enacted. The new fee schedule resulted in \$9,040 dollars of additional revenue when compared to what the old fee schedule would have brought in. Total tournament greens fees for 2014 was \$18,005. This agenda item is an update of financial results for the 2014 tournaments.

### **Background**

In January of 2014, the City Commission approved a new golf course tournament fee schedule. This requires each individual playing in the tournament pays \$15 for greens fees. Under the previous fee schedule each tournament player was paying an average of \$6.73 to play in a tournament. The City Commission advised City Staff to report back at the end of the season regarding the financial outcome of these changes.

### **Discussion**

The new tournament fee schedule was implemented in 2014 for all tournaments. The only exception was the State 2A Tournament which was agreed to well in advance of the changes. Based on 2014 data the new fee schedule resulted in \$9,040 dollars of additional revenue when compared to what the old fee schedule would have brought in. Total tournament greens fees for 2014 was \$18,005 for the sixteen (16) tournaments held at the course.

### **Legal Consideration**

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

### **Financial Consideration**

An amount of \$18,005 was generated via tournaments in 2014 which is \$9,040 dollars more than the old fee schedule would have produced. Considering that there were sixteen (16) tournaments in 2014, the average amount for each tournament was \$1,125.31.

### **Options**

There is no requested action for this agenda item.

### **Recommendation**

There are no recommended changes to the tournament format by City Staff. This agenda item is simply a follow up report as requested by the City Commission regarding tournament fee increases that were approved for the 2014 golf season.

### **Action Requested**

This agenda item is to simply update the City Commission on the financial results of the 2014 tournaments held at the FHMGC and there is no formal action being requested.

### **Supporting Documentation**

Golf Course Tournament Report Attachment 1

## 2014 TOURNAMENT RESULTS

| <b>Date</b>  | <b>Tournament</b>         | <b>Number of Players</b> | <b>New Fee Schedule</b> | <b>Old Fee Schedule</b> |
|--------------|---------------------------|--------------------------|-------------------------|-------------------------|
| April 11     | S&W                       | 41                       | \$615                   | \$400                   |
| May 4        | 4-Person Scramble         | 60                       | \$900                   | \$500                   |
| May 9        | Gregg Gottschalk Scramble | 72                       | \$1,080                 | \$500                   |
| May 15       | 2-Man Senior              | 42                       | \$630                   | \$400                   |
| May 27       | 2-A State                 | 90                       | \$500                   | \$500                   |
| June 6       | TMP Alumni                | 113                      | \$1,695                 | \$600                   |
| June 13      | Relay for Life            | 136                      | \$2,040                 | \$600                   |
| June 21      | 2-Lady                    | 48                       | \$720                   | \$500                   |
| June 28 & 29 | Member Guest              | 153                      | \$2,295                 | \$1,465                 |
| July 4       | 4-Person Scramble         | 52                       | \$780                   | \$500                   |
| July 13      | 4-Person Scramble         | 72                       | \$1,080                 | \$560                   |
| July 18      | Guff's Invitational       | 32                       | \$480                   | \$200                   |
| July 20      | Hays Merchants            | 53                       | \$795                   | \$500                   |
| August 23    | Hays Medical Center       | 88                       | \$1,320                 | \$590                   |
| September 19 | Victoria Alumni           | 70                       | \$1,050                 | \$450                   |
| October 5    | 4-Man Scramble            | 135                      | \$2,025                 | \$700                   |
|              |                           |                          | <b>\$18,005</b>         | <b>\$8,965</b>          |

**Revenue Increase: \$9,040**

**New Fee Schedule Per Person: \$15**

**Old Fee Schedule Per Person Average: \$6.73**



# Commission Work Session Agenda

## Memo

**From:** Jeff Boyle, Director of Parks

**Work Session:** February 5, 2015

**Subject:** Family Pool Pass Report

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

### Summary

City Commission requested staff investigate a \$50.00 - \$70.00 Family Pass. Based on 2014 data, the implementation of such a pass could result in a 20% - 37% loss of revenue (\$11,410 - \$20,530). In order to break even a family pass would need to be in the \$140 dollar range for families with five (5) or more individuals. The Hays Recreation Commission and City Staff recommend no family pass rates at this time. There is no action being requested by City Staff at this time.

### Background

In the fall of 2013, Hays City Commissioners requested to have the HRC review the possibilities of creating a Family Membership Pass for our two pools. The HRC responded that they will look into it but would prefer to review this in the fall of 2014 with possible implementation in 2015. In December 2014, this issue was brought up again by the Hays City Commission during the December 4, 2014 HRC/City Joint Meeting. The HRC stated that they forgot to address the issue. The discussion originated from a citizen request for a \$50.00 - \$70.00 Family Pass and claimed it would increase revenue.

The operation of the area pools is contracted to the HRC. The Hays City Commission reviews recommendations for fee schedules presented by the HRC and sets the basic fee schedule for the pool facilities. The HRC may offer limited early bird specials or discounts based on unique circumstances or as a way to encourage additional revenue production when necessary.

### Discussion

A summer pool pass costs \$40. An early bird pass of \$35 is available for a limited time. If a \$50-\$70 dollar family pass was offered to everyone with two (2) or more it could create a 20% - 37% loss in total revenue. This is based on season passes sold in 2014. The amount of loss calculates to \$11,410 in less revenue at \$70 per family pass. At \$50 per family pass \$20,530 in lost revenue could be realized. The HRC utilizes a RecTrac program which tracks purchases for all individuals within a family and allows for

accurate calculations at the recommended rate. Attached is a chart of Season Passes sold and the possibilities that would have existed if “family” passes were offered.

Assuming the same number of people would continue buying passes, City Staff estimates that a family pass price would need to be set no less than \$140.00 and would only benefit families with five (5) or more individuals based on the chart presented without reducing current revenue.

Some have claimed that a family pass could result in more people buying passes, therefore offsetting the lost revenues previously mentioned. Staff feels this could be the case if individual pass rates were unaffordable. However, staff feels the current season pass rates are very affordable.

The current recommendation from the Hays Recreation Commission is to not offer a family pass at this time. The general consensus among HRC Staff is current pricing is very reasonable for those wishing to purchase season passes. Additionally, HRC offers a scholarship program for qualifying low income families that allows them to purchase season passes for \$15.00.

### **Legal Consideration**

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

### **Financial Consideration**

Based on current participation numbers, offering a family pass at \$50-\$70 dollars could decrease revenue by 20%-37%. To match the revenue produced in 2014 a family pass should cost \$140.00 and would only benefit a family of five (5) or more individuals.

### **Options**

The City Commission has the following options:

- Follow the recommendation from the HRC/City Staff and leave the current individual season pass price as is.
- Provide staff with further guidance.
- Do nothing

### **Recommendation**

The recommendation from the HRC and City Staff is to not offer a family pass at this time.

### **Action Requested**

There is no action being requested by City Staff at this time.

### **Supporting Documentation**

Family Pool Pass Report Attachment 1

| Family Size  | 2014 Passes  | Family Pass Possibilities | Actual Individual Rate |
|--------------|--------------|---------------------------|------------------------|
| 1            | 348          | n/a                       | \$ 12,180              |
| 2            | 484          | 242                       | \$ 16,940              |
| 3            | 393          | 131                       | \$ 13,755              |
| 4            | 240          | 60                        | \$ 8,400               |
| 5            | 90           | 18                        | \$ 3,150               |
| 6            | 24           | 4                         | \$ 840                 |
| 7            | 7            | 1                         | \$ 245                 |
| <b>TOTAL</b> | <b>1,586</b> | <b>456</b>                | <b>\$ 55,510</b>       |

| \$50 Family Rate | \$60 Family Rate | \$70 Family Rate | \$105 Family Rate | \$140 Family Rate |
|------------------|------------------|------------------|-------------------|-------------------|
| \$ 12,180        | \$ 12,180        | \$ 12,180        | \$ 12,180         | \$ 12,180         |
| \$ 12,100        | \$ 14,520        | \$ 16,940        | \$ 16,940         | \$ 16,940         |
| \$ 6,550         | \$ 7,860         | \$ 9,170         | \$ 13,755         | \$ 13,755         |
| \$ 3,000         | \$ 3,600         | \$ 4,200         | \$ 6,300          | \$ 8,400          |
| \$ 900           | \$ 1,080         | \$ 1,260         | \$ 1,890          | \$ 2,520          |
| \$ 200           | \$ 240           | \$ 280           | \$ 420            | \$ 560            |
| \$ 50            | \$ 60            | \$ 70            | \$ 105            | \$ 140            |
| <b>\$ 34,980</b> | <b>\$ 39,540</b> | <b>\$ 44,100</b> | <b>\$ 51,590</b>  | <b>\$ 54,495</b>  |

\*Chart above assumes everyone buys early bird special price of \$35.00 for an individual pass.

\*Yellow represents the point at which Family Pass at rate "x" is equal to revenue generated by early bird special rate of \$35.00 per single pass.

\*Blue represents the point at which single season passes are cheaper to purchase than Family Pass at rate "x".



# Commission Work Session Agenda

## Memo

**From:** Bernie Kitten, Director of Utilities

**Work Session:** February 5, 2015

**Subject:** Utilities Maintenance Facility

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

### Summary

The Utilities Department is requesting approval to construct a maintenance facility to store weather sensitive vehicles and maintenance equipment. Currently, this equipment is stored in the Public Works buildings and when removed will give Public Works much needed space. Staff recommends constructing the facility at an expected cost of \$300,000 which contains a low bid from Haselhorst Construction and separate site work including sidewalks, gravel and stormwater drainage to be completed in-house.

### Background

To create office space in the Public Works remodel in 2014 the Utilities meter and piping parts inventory was moved to one of the leased DOW buildings. The Utilities Maintenance Division personnel and large equipment create additional crowding in the main Public Works building. To alleviate this, a maintenance facility was budgeted within the capital improvement plan for \$300,000 in 2014. The new building project was delayed until now as the DOW property was in the process of remediation of soil contamination. Contaminants have been addressed and DOW will continue to monitor the site. DOW and KDHE have accepted a plan to build on the leased property located adjacent and south of the Water Plant.

The City has a 30 year lease that ends December 2038. The lease has an option to purchase at the end of the lease or upon achievement of the contamination cleanup. The purchase option allows Staff to feel comfortable with building on a lease with 25 years remaining.

### Discussion

The creation of new Public Works office and meeting space required the Utilities Maintenance Division to move into a temporary location. Utilities still keeps several weather sensitive vehicles and pieces of equipment in the Public Works facility. A new maintenance facility has been planned for many years. However, remediation of the prioritized site located just south of the Water Plant stalled further development until

now. Several designs were explored. The optimal location is adjacent and just south of the Water Plant off of Vine Street. The Utility Department Director and staff have offices in the Plant which makes this nearby location ideal for management and security.

Haselhorst Construction of Hays was the low bid. A bid tab is attached to this memo. To assure the facility would not detract from Vine Street, alternates for aesthetics were added. Haselhorst is proposing the addition of a 3 foot tall wainscot on the long west wall and a 12 foot by 4 foot deep awning over the West walk-in doors. As an added benefit, Haselhorst is providing a larger standard sized 60 by 120 building at no additional cost.

Staff will provide labor to complete the site with rock drive, concrete sidewalks, and storm drainage.

**Project Cost:**

|   |                 |
|---|-----------------|
| Haselhorst Construction, Hays               | \$278,200       |
| West wall wainscot and awning               | \$ 7,500        |
| Rock Drive (In house)                       | \$ 2,800        |
| Concrete apron and sidewalks (In house)     | \$ 8,800        |
| <u>Storm drains and culverts (In house)</u> | <u>\$ 2,700</u> |
| Total Project Cost                          | \$300,000       |

Many color combinations are available. Staff recommends Sentinel colors: Light Stone walls, Gallery Blue trim and Gallery Blue wainscot. This is to color coordinate with the Water Plant light brick and limestone facade. All doors will be white. The roof is quoted as energy efficient reflective brilliant/galvalume.

In the future, staff desires to add to the beautification and education along the South Vine Street Corridor. The facility creates an opportunity to showcase a potential demonstration garden as well as rainwater runoff containers that could be installed in-house.

**Legal Consideration**

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

**Financial Consideration**

City staff budgeted \$300,000 for the Utility maintenance facility construction from the Water/Sewer Capital Fund. The recommendation contains a proposal from Haselhorst Construction for a 60 x 120 pre-engineered steel equipment building at \$285,700 and in-house rock drive, sidewalks and stormwater site improvements at \$14,300. Total project cost will be \$300,000.

**Options**

**The City Commission has the following options:**

1. Approve construction of the Utilities maintenance facility for \$300,000 which includes a low bid from Haselhorst Construction of Hays with alternates for

\$285,700 and rock drive/sidewalk/stormwater improvements from the Water/Sewer Capital Fund.

2. Provide Staff with further direction.
3. Take no action.

### **Recommendation**

City Staff recommends approving the construction of the Utilities maintenance facility for \$300,000 which includes a low bid from Haselhorst Construction of Hays with alternates for \$285,700 and rock drive/sidewalk/stormwater improvements from the Water/Sewer Capital Fund.

### **Action Requested**

Approve construction of the Utilities maintenance facility for \$300,000 which includes a low bid from Haselhorst Construction of Hays with alternates for \$285,700 and rock drive/sidewalk improvements from the Water/Sewer Capital Fund.

### **Supporting Documentation**

- 1) Map of desired building location.
- 2) Compare to 2012 Parks Building
- 3) Elevation View
- 4) Bid Tabs
- 5) Haselhorst Proposal Details and Contract

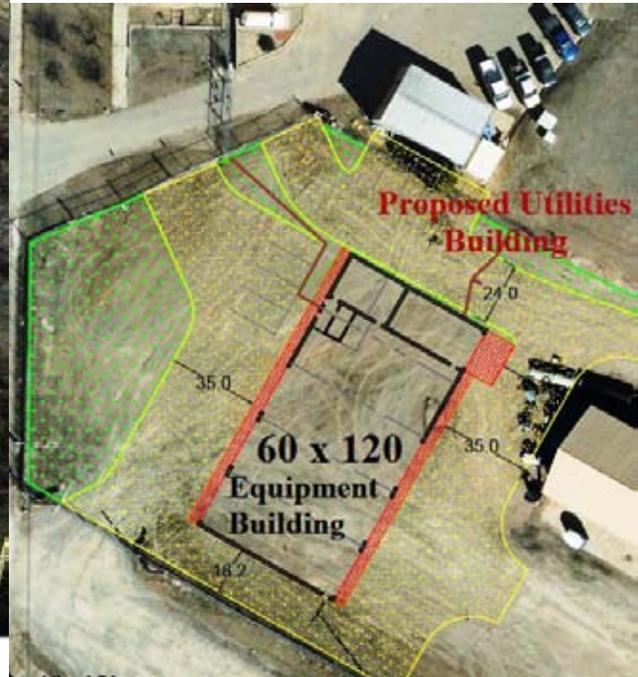
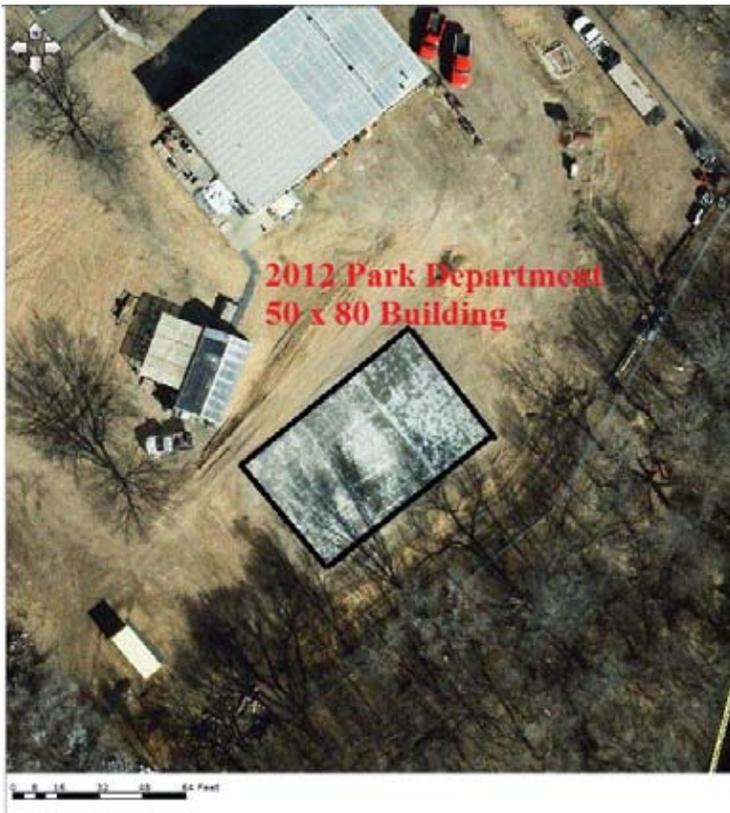
# Location Map



The Utilities Department Equipment Building is tentatively located as shown.

- This location is just south of the Hays Water Softening Plant located at 1000 Vine.
- The area along Vine may have a demonstration Xeriscape garden as a separate project.
- A stormwater permit will be required. As a separate project, Staff is considering installing tanks to catch rain to meet the stormwater permit. The Conservation Specialist would test benefits of large rain barrels.
- The Utility Department has offices in the Plant which makes this nearby location ideal for management and security.
- Gravel or millings will be installed by Public works for driveways and parking areas.
- Any Concrete aprons will be done in-house by Public Works.
- Unsightly fencing along Vine will be removed.
- Existing fencing will be connected to the North and South side walls of the proposed building to create a secure area east of the building.

## Size Comparison 2012 Parks 50' x 80' Building versus Proposed Utilities 60' x 120'



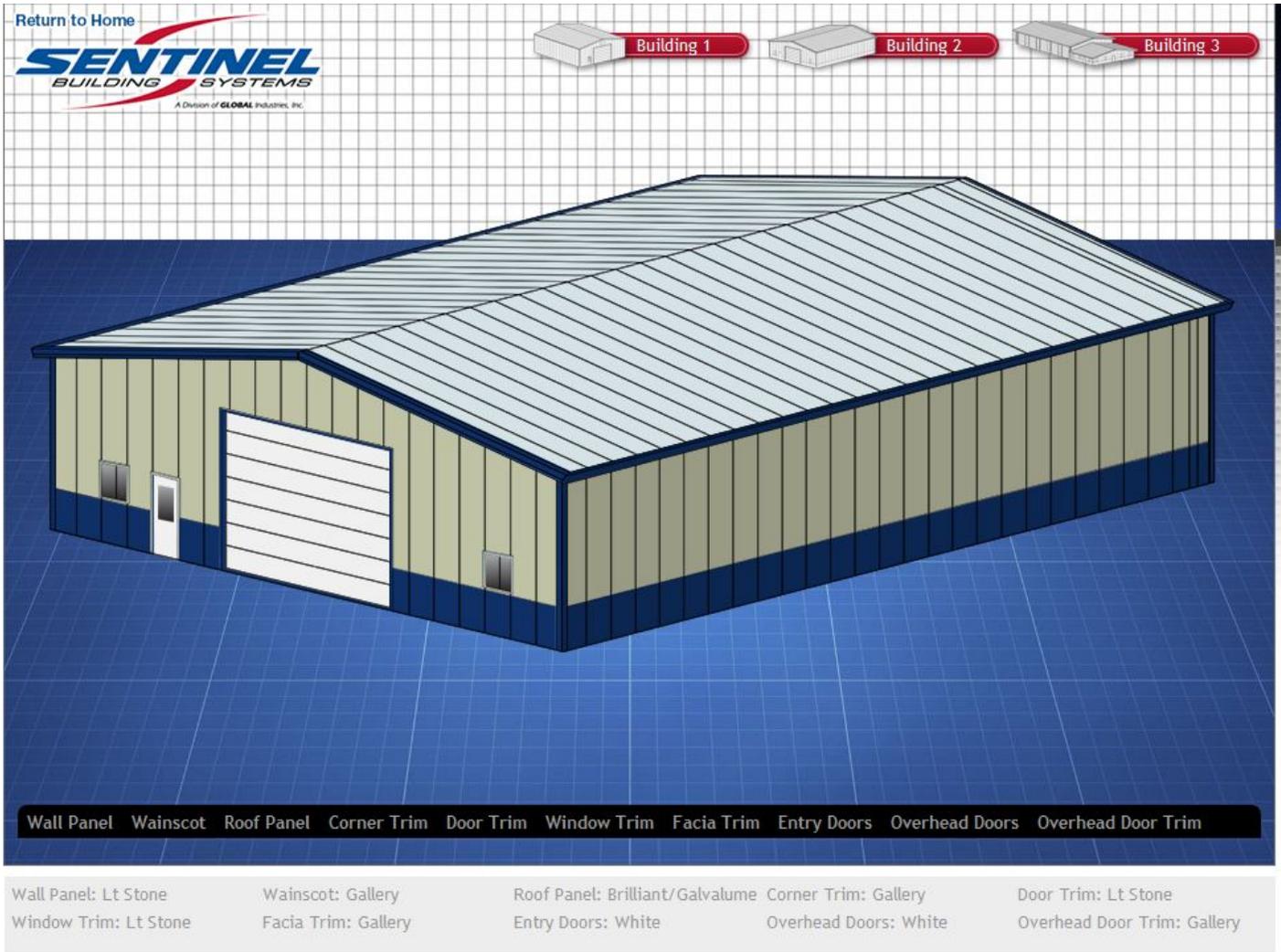
Parks Department built a 50' x 80' building in 2012 for \$136,218 = \$34.10 / sqft  
Adjusting for 3 years inflation of 2% = \$36.15 / sqft  
The building did not have interior rooms.

Compared to:

The proposed Utilities building base bid is \$278,200 for 60' x 120' = \$38.63 / sqft  
The building will have interior walls for a restroom and climate controlled break/dressing area. Also, a wall for a wash area is included.

# Elevation View Sentinel Buildings

The utility building will be a Plainsman Model manufactured by Sentinel Buildings.  
 There will be three 22' wide by 14' high garage doors on each side and one 12' by 14' on the east wall  
 The building will be 120' by 60' with 16' high sidewalls  
 Paint option shown is Light Stone Walls with Harmony Blue Wainscot and Trim



The style would be similar to below with side garage doors and an awning over the walk doors



# BID TABS:

## Summary of Proposals- COH 2014-25, Utilities Equipment Building

Compiled by Johnny O'Connor Assistant Director of Utilities

| Company                                 | Haselhorst Const. Inc. | Deines Const. Inc.  | Paul Wertenberger Const. Inc. |
|---|------------------------|---------------------|-------------------------------|
| Site Prep                               | \$5,200.00             | \$9,200.00          | \$8,950.00                    |
| Foundation & Slab                       | \$54,000.00            | \$55,000.00         | \$52,500.00                   |
| 56'x116' Eng. Metal Building (Complete) | \$219,000.00           | \$235,000.00        | \$252,050.00                  |
| <b>Base Bid</b>                         | <b>\$278,200.00</b>    | <b>\$299,200.00</b> | <b>\$313,500.00</b>           |
| <b>Alternate Options</b>                |                        |                     |                               |
| 1 Vine. St. Side Façade economical      | <b>\$7,500.00</b>      | \$7,000.00          | \$3,000.00                    |
| 2 20' Concrete App. At all 6 doors      | \$18,500.00            | \$19,500.00         | \$19,000.00                   |
| 3 5'x5' Concrete in front of 4 man door | \$900.00               | \$690.00            | \$1,200.00                    |
| 4 Add. or Alt. wall insulation          | na                     | \$7,300.00          | \$0.00                        |
| 5 Add. or Alt. ceiling insulation R/19  | \$1,000.00             | \$7,500.00          | \$6,000.00                    |
| 6 Frame/Finish 2nd restroom 8x13        | \$8,000.00             | \$6,500.00          | \$9,000.00                    |
| 7 Frame/Finish 13x24 storage rm         | \$6,900.00             | \$2,100.00          | \$10,500.00                   |
| 8 Cost to change doors 14x20 - 14x22    | \$0.00                 | \$2,400.00          | \$8,000.00                    |
| 9 Finish work space                     |                        | \$2,700.00          |                               |
| 10 Alt. foundation                      |                        | \$4,800.00          |                               |
| 11 Wash pit & grates                    |                        |                     |                               |
| <b>Alternate Cost</b>                   | <b>\$42,300.00</b>     | <b>\$60,490.00</b>  | <b>\$56,700.00</b>            |

Staff Recommends Base and Alt 1: **\$ 285,700.00**

EXHBIT E

PROPOSAL  
COH PROJECT NO. 2014-25  
Utilities Equipment Building

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Contractor hereby proposes to do the work called for in the RFP at the following rates and prices.
2. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 - Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits; and that he/she shall pay liquidated damages in the amount of Six Hundred Dollars (\$600) for each calendar day, that the work remains uncompleted after expiration of the mutually agreed upon Contract Completion Date.

Base Bid

|   |               |
|---|---------------|
| 1. <u>Site Prep</u>                                     | \$ 5,200.00   |
| 2. <u>Foundation and slab</u>                           | \$ 54,000.00  |
| 3. <u>56'x116' Engineered Metal Building (Complete)</u> | \$ 219,000.00 |
| <b>TOTAL BASE BID</b>                                   |               |
|   | \$ 278,200.00 |

Alternates

|  |                  |
|--|------------------|
| 1. <u>Architectural Street Side Façade "economical"</u>      | \$ No Bid        |
| 2. <u>20 foot concrete approach at all 6 overhead doors.</u> | \$ 18,500.00     |
| 3. <u>5' x 5' concrete in front of all 4 man doors</u>       | \$ 900.00        |
| 4. <u>Additional or alternate wall insulation</u>            | \$ No Bid        |
| 5. <u>Additional or alternate ceiling insulation</u>         | \$ 1,000.00 R/19 |
| 6. <u>Frame and Finish second 8x13 restroom</u>              | \$ 8,000.00      |
| 7. <u>Frame and Finish 13x24 future meter storage room</u>   | \$ 6,900.00      |
| 8. <u>Added cost to change 14 x 20 doors to 14 x 22 ft</u>   | \$ 50.00         |

Required Documents Attached

|   | (Yes / No) |
|---|------------|
| <i>Client References -</i>  | Yes        |
| <i>Contract Terms and Conditions - (Draft Agreement for Services)</i> | Yes        |
| <i>Responses to Functional Requirements -</i>                         | No         |
| <i>Acknowledgement of Addenda</i>                                     | N/A        |
| <i>(If Any # ____, # ____, # ____)</i>                                |            |

Dated this 19th day of November, 2014.

Signature of Proposer

By



Name

Glenn Haselhorst

Title

President

Name of Firm

Haselhorst Construction Inc.



**UNITED FIRE & CASUALTY COMPANY**

118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we  
Haselhorst Construction Inc.

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto Trego County Historical Society

as Obligee, hereinafter called the Obligee, in the sum of Five percent of bid  
Dollars (\$ \*\* 5% \*\*), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Trego County Historical Society Museum Addition

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of November, 20 14.

Haselhorst Construction Inc.

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)  
Glenn Haselhorst (PRINCIPAL)

**President**  
(TITLE)

\_\_\_\_\_  
UNITED FIRE & CASUALTY COMPANY (Seal)  
(SURETY)

\_\_\_\_\_  
By \_\_\_\_\_ (ATTORNEY-IN-FACT)  
Mallory Wellbrock

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(WITNESS)

# Proposal



2900 E. 8th St • PO Box 706 • Hays, KS 67601  
(785) 625-3466 • Fax (785) 625-4798

|   |   |                                  |
|---|---|----------------------------------|
| Proposal Submitted To<br><b>City of Hays</b>      | Phone<br><b>785-628-7380</b>                            | Date<br><b>11-19-14</b>          |
| Street<br><b>1507 Main Street</b>                 | Job Name<br><b>RFP for Utility Maintenance Building</b> |                                  |
| City, State And Zip Code<br><b>Hays, KS 67601</b> | Job Location<br><b>1000 Vine Hays KS</b>                |                                  |
| Architect   | Date Of Plans   | Job Phone<br><b>785-628-7380</b> |

We hereby submit specifications and estimates for:

"RFP for Utility Maintenance Building"  
To include the following:

60' x 120' x 16' Pre Engineered Metal Building  
manufactured by Sentinel Building Systems, and all  
scope of services requested by City of Hays and  
Bernie Kitten. FAQ #1 + FAQ 2 email topics  
have also all been addressed in proposal.

Any questions Glenn's cell 785-623-0211

Thank You

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

**two hundred seventy eight thousand two hundred** dollars (\$ **278,200<sup>00</sup>** ).

Payment to be made as follows:

**monthly draws to be determined if we are  
awarded contract**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note:

This proposal may be withdrawn by us if not accepted within **70** days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

*City of Hays*  
*Request for Proposals*

*COH Project 2014-25*  
*Utilities Equipment Building*

**Date of Issue: October 29, 2014**

**Proposal Due Date November 19, 2014**

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## **1. Introduction**

The City of Hays is currently soliciting qualified companies to submit proposals for the complete turn-key construction of an equipment building at the City of Hays Utilities Department. Hays is a community of 20,000 located along I-70 in west central Kansas. It is the intent of the city to enter a contract with a company to provide complete services from design to final construction meeting all applicable codes and regulations. This may be considered a design-build solicitation. The scope of services in **Exhibit A** provides details about the building specifications.

This written Request for Proposal (RFP) states the scope of the City of Hays requirements and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm can best satisfy the requirements of the City of Hays. The City of Hays shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the City of Hays.

## **2. Rules of Preparation**

The submitted proposals must follow the rules and the format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

## **3. Inquiries**

The Utilities Department of the City of Hays has prepared this RFP and has designated Bernie Kitten, Director of Utilities, as project manager. Please direct questions or comments concerning the administrative requirements of this RFP to:

Bernie Kitten, Director of Utilities  
City of Hays Utilities Department  
1000 Vine Street  
P.O. Box 490  
Hays, Kansas 67601-0490  
(785) 628-7380 office  
(785) 650-1013 cell phone  
(785) 628-7382 fax  
bkitten@haysusa.com

To ensure a timely response, questions requiring a response should be faxed or e-mailed to the specified numbers or addresses above.

## **4. Submission of Proposals**

Please prepare and submit three (3) copies of the proposal. Completed proposals should be sealed and clearly marked "RFP for Utility Maintenance Building" and

be submitted no later than 3:00 P.M. (CST) **November 19, 2014**, to the City Clerk's Office, 1507 Main Street, PO Box 490, Hays, KS 67601.

Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm. Responses will be evaluated objectively based on the firm's responses to the RFP.

The City of Hays will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the proposal shall be borne by the proposing firm.

## 5. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Hays after the proposal submission deadline.

## 6. Minimum Specifications/Scope of Services

Proposals should address all engineering, architectural, design and construction services necessary to complete the project. Services required include, but may not be limited to the Scope of Services detailed in **Exhibit A**.

List in detail how you propose to provide the services along with a schedule of fees to provide such services.

The site map in **Exhibit B** shows the location for the proposed utilities building.

Each proposal shall include a draft Agreement for Services. The agreement should include but not be limited to: definition of project scope, scope of services to be provided, and the scope of services to be provided by the City, time schedule, and compensation. For the purpose of evaluating proposals, the Consultant shall complete and sign the proposal sheet in **Exhibit E**.

## 7. Contractual Obligations

The successful firm will be required to enter an Agreement for Services with the City of Hays in which the firm will undertake certain obligations. These obligations include, but are not limited to, the following:

*Inclusion of Proposal* - The proposal submitted in response to this RFP will be incorporated as part of the Agreement for Services.

*Indemnification and Insurance* - The successful firm(s) shall indemnify and hold the City of Hays and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk's office within four weeks of the signing of the contract by both parties.

- a. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate
- b. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence
- d. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The successful firm shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

*Costs* - All costs are to be stated in exact amounts. All costs must be detailed specifically in the cost summary section of the proposal; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

*Selection* - The final award is subject to the approval of the Hays City Commission.

## **8. Right of the City of Hays to Reject Proposals**

The City of Hays reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the City of Hays may deem necessary in its best interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

## **9. Evaluations**

The City of Hays will evaluate each proposal based on:

- Technical content,
- Previous background and experience,
- Adequacy and completeness of the proposal, and
- Fee schedule

The intent of the city is to hire the most qualified firm to meet the needs of the city within the funds budgeted for this project. Any contract is subject to approval by the city commission.

## **10. Non-limitations to RFP**

The format of the RFP must be followed and all requested information must be submitted as indicated; however, the City of Hays is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP terms and conditions must be included in writing in the proposal.

**11. Pre-proposal Conference**

No Pre-proposal conference will be held in conjunction with this project.

**12. Interpretations and addenda**

No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Hays unless repeated in writing and distributed as an addendum by the City of Hays. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

**13. Projected Schedule of Events**

|   |                   |
|---|-------------------|
| Release of RFP Document                                   | <u>10/29/2014</u> |
| Last day to submit proposals                              | <u>11/19/2014</u> |
| Request for Award to the City Commission for approval     | <u>12/04/2014</u> |
| City Commission Meeting – earliest contract approval date | <u>12/11/2014</u> |
| Anticipated Notice to Proceed                             | <u>1/15/2015</u>  |
| Required Completion Date                                  | <u>10/01/2015</u> |

**14. Proposal Response Format**

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The proposal shall include, as a minimum:

1. An introduction and executive summary of the proposal.
2. The project approach, including comments on schedule, coordination with City, project management, understanding of the work and what work, if any, you would expect the City to perform. Discussion and interpretation of the scope of work including those tasks or aspects that you believe require special attention, alternate approaches or revisions suggested based on experience, and descriptions of work elements presented in the proposed scope of work that should be expanded and/or modified to address any special considerations or approaches.
3. Qualifications/Experience:
  - i. Describe and document your involvement with other community's in similar type work.
  - ii. Provide references from those communities.

- iii. An organizational chart of key staff that will be assigned to this project and a summary of their experience. Identify the Project Manager and other key staff/special consultants and their qualifications.
4. A schedule of sufficient detail to convey an understanding of the timing and sequence of the work elements.
5. A draft Service Agreement.
6. An estimate of fees to accomplish the scope of work as defined in your proposal. Contractor shall honor fee proposal prices for at least 60 days after proposal due date.

#### **15. Confidentiality of Documents**

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by City of Hays. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Hays to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

#### **16. Legal Notice**

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 or Request for Proposal:

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.

The City of Hays expects a professional job, done commensurate with the standards and practices of the profession/or business.

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."

All parties doing business with the City of Hays should familiarize themselves with the provisions of Chapter 2, Article XI, Sections 2-576 through 2-580, prior to proposing any contract to the City of Hays.

To the extent any contract entered into by or on behalf of the City of Hays, Kansas omits any of the contract provisions required by Section 2-576 of this article, the article will prevail and the required contract provisions will be read into the contract. To the extent any contract entered into by or on behalf of the City of Hays, Kansas contains any of the contract provisions barred by Section 2-577 of this article, the article will prevail and the offending provisions shall be null and void and shall be unenforceable as to the City of Hays, Kansas. Section 2-580.

## **17. KDHE Environmental Use Control Agreement**

As per our lease with Dow and according to the EUC-10-0011 Environmental Use Control Agreement, EUCA, we are to get permission for construction activities on the Dow property from Dow and from KDHE. The current DOW/ CITY lease contract on the building site is for 30 years and started in 2008. KDHE gave an assurance letter saying the use of the property by the city for the Equipment Building is acceptable if we follow the current and any future EUCA. The building site is on an area of the property that contaminated soil was hauled away and filled with clean compacted soil.

The contractor shall notify the City when excavation is going to occur. City will contact the Dow Representative (currently CH2M Hill) for any special instructions or precautions for the contractor's workers to follow when excavating in remediation area.

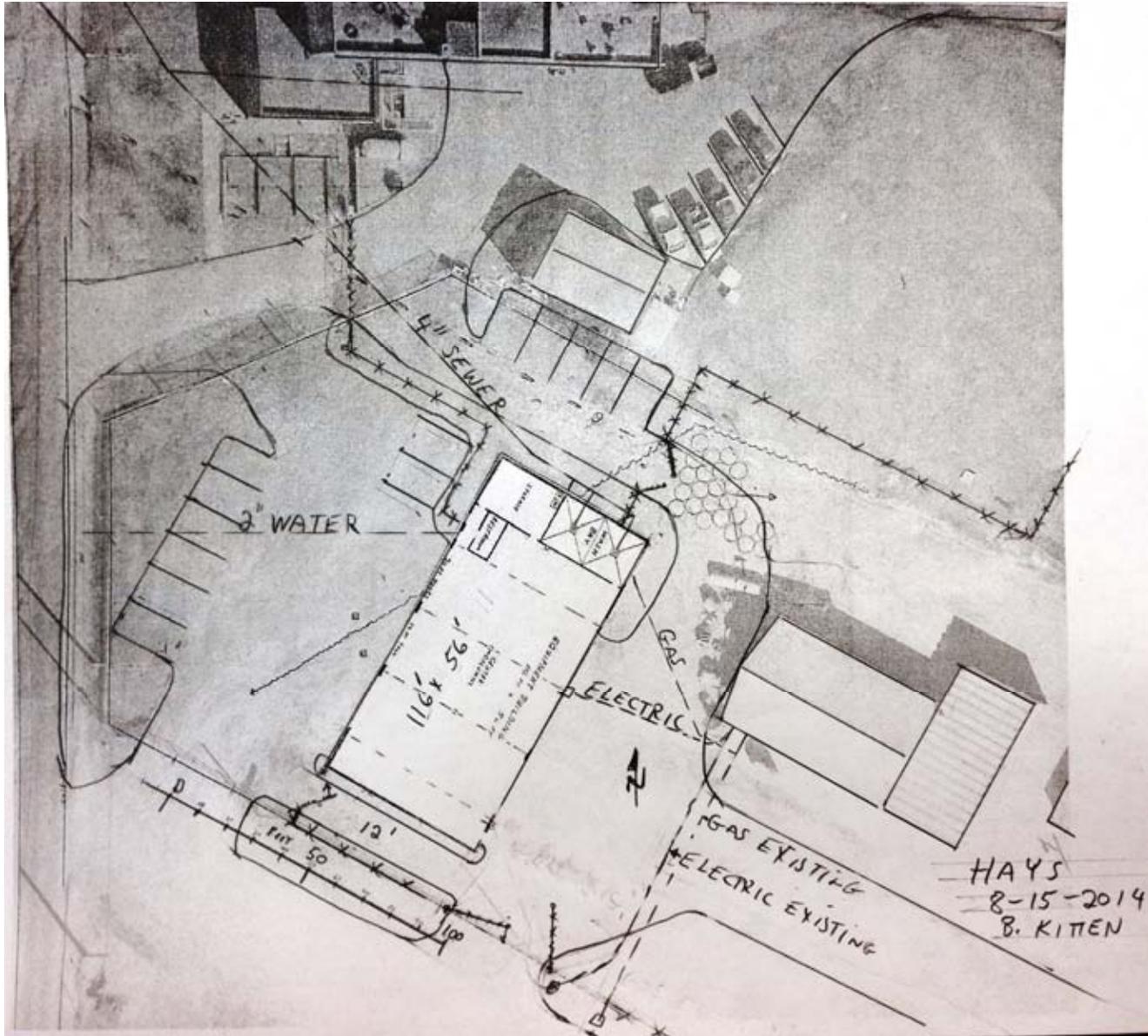
# Exhibit A

## SCOPE OF SERVICES

The base proposal should include:

- 56' x 116' pre-engineered steel building
  - All steel components to be supplied with primer and to be finish coated after erection. (*Factory primer on structural steel components is adequate for this building so no final finish coating is required*)
  - All sheeting to be minimum 26 gauge with a 30 year manufacturer's warranty finish. Owner to choose color from standard manufacturer's colors. Galvalume finished products acceptable for roof.
  - Building to have appropriate guttering with downspouts.
  - Wall height to be controlled by minimum 14' door clear opening height on drive through doors.
  - Minimum R-13 insulation WMP-10 Facing insulation on all walls, ceiling, and door.
  - Interior metal sheeting liner panels from floor to 7' high min.
  - 4 – 3' x 7' insulated steel doors with metal frames and finish hardware located on front and rear of building.
  - Six overhead doors will have a minimum clear door opening of 14' high x 20' wide including all necessary rubber door seals. All doors to include electric openers with a single one-touch operations button inside the building for each door. Two (2) remote controls capable of operating each door individually.
  - Shop area, gas fired radiant heaters to maintain a minimum temperature of 45 degrees when outside is -5 deg
  - Wash bay, gas fired radiant heater to maintain a minimum temperature of 45 degrees when outside is -5 deg
  - Frame and finish one 8x13 ADA Restroom and a 25x16 storage (dressing) area, with 125 psf load rated mezzanine storage area above restroom and storage room.
  - Residential heat/cool unit sized to allow for total 1,000 SF of proposed and future conditioned space.
  - Install rough plumbing for a second future restroom.
  - Install plumbing for washing machine in storage/dressing area.
  - Install plumbing for pressure sprayer and janitor sink.
  - Three (3) operable insulated windows.
  - In the equipment area, floors shall slope a minimum .1 inches per foot to a minimum of three (3) drains. Long gutters are optional. Drain to mud/sand separator sump(s)
  - An approximate 17 ft by 30 ft wash bay room will drain to a mud/sand separator sump.

- As part of the proposal, the aforementioned drains shall empty into a sewer line to be determined before construction begins. Cleanouts are required. Four (4) inch minimum piping. Proposals shall include all items needed for complete installation.
- 200 hundred amp electrical service. Underground Main electrical service line from MWE drop to building. Main disconnects and breaker box with breakers. Appropriate electrical wiring in conduits to outlets, switches, light fixtures, heaters, etc. Adequate Commercial florescent lighting for equipment storage. Approximately twelve (12) 110V electrical outlets evenly distributed throughout building, power to electric doors, two (2) 50 amp 240 volt outlets/connection points for owner supplied air compressor and welder One (1) 35 amp 240 outlet in the wash bay for sprayer. One (1) 50 amp 120/240 outlet in the storage area for clothes dryer. All electrical work must be accomplished by an electrician licensed in the City of Hays and comply with the 2005 NEC.
- Building foundation and concrete floor slab
  - Foundation designed for the proposed building, and stamped and sealed by architect/engineer.
  - Finished floor will be a minimum of twelve (12) inches above the original grade.
  - Slope away from building at one quarter inch per foot
  - All concrete slabs shall be minimum 6” thick, 4000 psi concrete over 6 inches of coarse sand. Fiber mesh and/or welded wire fabric in slabs.
- Site work, construction, and erection of the foundation, floor, building, doors, and all components complete.
- As-built drawings, full set of manuals, and staff training for completed building
- Minimum one-year warranty on all products and workmanship.
- All construction shall comply with the 2006 International Building Code.
- **Contract and Payment Bonds will be required of the successful bidder for 100% of proposal cost. (See Exhibits C and D).**



**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 City of Hays – Utilities Equipment Building with said Owner, under which said Principal has undertaken the work of construction of equipment building 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, City of Hays – Utilities Equipment Building 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 **City of Hays- Utilities Equipment Building** 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

By \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Name of Organization

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
SURETY

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Name of Organization

**PROPOSAL**  
**COH PROJECT NO. 2014-25**  
*Utilities Equipment Building*

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Contractor hereby proposes to do the work called for in the RFP at the following rates and prices.
  
2. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 - Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits; and that he/she shall pay liquidated damages in the amount of Six Hundred Dollars (\$600) for each calendar day, that the work remains uncompleted after expiration of the mutually agreed upon Contract Completion Date.

Base Bid

|   |          |
|---|----------|
| 1. <u>Site Prep</u>                                       | \$ _____ |
| 2. <u>Foundation and slab</u>                             | \$ _____ |
| 3. <u>56' x 116' Engineered Metal Building (Complete)</u> | \$ _____ |
| <b>TOTAL BASE BID</b>                                     |          |
|   | \$ _____ |

Alternates

|  |          |
|--|----------|
| 1. <u>Architectural Street Side Façade “economical”</u>      | \$ _____ |
| 2. <u>20 foot concrete approach at all 6 overhead doors.</u> | \$ _____ |
| 3. <u>5' x 5' concrete in front of all 4 man doors</u>       | \$ _____ |
| 4. <u>Additional or alternate wall insulation</u>            | \$ _____ |
| 5. <u>Additional or alternate ceiling insulation</u>         | \$ _____ |
| 6. <u>Frame and Finish second 8x13 restroom</u>              | \$ _____ |
| 7. <u>Frame and Finish 13x24 future meter storage room</u>   | \$ _____ |
| 8. <u>Added cost to change 14 x 20 doors to 14 x 22 ft</u>   | \$ _____ |

| <u>Required Documents Attached</u>                                    | <u>(Yes / No)</u> |
|---|-------------------|
| <i>Client References -</i>  | _____             |
| <i>Contract Terms and Conditions – (Draft Agreement for Services)</i> | _____             |
| <i>Responses to Functional Requirements –</i>                         | _____             |
| Acknowledgement of Addenda<br>(If Any # ____, # ____, # ____)         | _____             |

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signature of Proposer

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Firm \_\_\_\_\_