

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 3-27-15
Re: April 2, 2015 Work Session

Please find the attached agenda and supporting documentation for the April 2, 2015 Work Session.

Item 2 – HDR Contract for Owner Representative of the Wastewater Treatment Plant Project

Please refer to the attached memorandum from Paul Briseno, Assistant City Manager, regarding the recommendation to enter into a contract with HDR to provide Owner Representative services with regard to the Wastewater Treatment Plant Rebuild Project. After getting Commission approval to utilize the design-build process, City staff formed a selection committee to vet Owner Representative firms. The selection committee is comprised of myself; Paul Briseno, Assistant City Manager; John Braun, Assistant Director of Public Works; Bernie Kitten, Director of Utilities; Johnny O'Connor, Assistant Director of Utilities; Roger Moerke, Wastewater Plant Superintendent; and Todd Powell, representing the City Attorney's office. A pre-bid meeting was held in January where firms had the opportunity to travel to Hays, look at the wastewater facility, and meet with City staff as a group to discuss the planned design-build process. After the pre-bid meeting, the City received eight proposals from entities wishing to provide Owner Representative services. We were very happy with this number.

The selection committee then reviewed all of the proposals and narrowed the choices to what it felt were the top three firms. Those firms were then brought back to Hays individually for formal presentations and discussion. After the presentations and follow-up discussion, the selection committee met and ranked the firms in order. HDR was a unanimous choice by the selection committee. The selection committee feels that HDR will provide exactly what we are looking for in an Owner Representative. HDR has a lot of experience in design-build projects, a lot of experience with wastewater projects, and a lot of experience with providing the Owner Representative services in design-build projects. The contract being presented to you tonight has been developed by Paul Briseno and Todd Powell with input from the Design-Build Institute of America and the selection committee. We feel the contract and the process we are moving forward with provides the City of Hays the best outcome going forward. The selection committee

feels this process is going to provide the best product at the best price. Representatives from HDR will be in attendance at the work session to make a presentation to the Governing Body.

Item 3 – Resolution for Series 2003A Bond Redemption

Please refer to the attached memorandum from Kim Rupp, Finance Director, regarding the redemption of Series 2003A Bonds. This is a fairly routine item. The City Commission has done this many times in the past. The Series 2003A Bonds are now redeemable, and City staff is recommending that these bonds be redeemed. The City Commission has adequate monies in the Commission Capital Reserves Account. Redeeming the bonds in May will save the City of Hays approximately \$31,000 in interest charges.

Item 4 – Consider Increase of Pay for City Commissioners

This is an issue raised by Commissioner Steward for the Commission to discuss.

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**CITY OF HAYS
CITY COMMISSION WORK SESSION
THURSDAY, APRIL 2, 2015 – 6:30 P.M.
AGENDA**

1. **ITEM FOR REVIEW: [March 19, 2015 Work Session Notes \(PAGE 1\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
2. **ITEM FOR REVIEW: [HDR Contract for Owner Representative of the Wastewater Treatment Plant Project \(PAGE 9\)](#)**
STAFF MEMBER RESPONSIBLE: Paul Briseno, Assistant City Manager
3. **ITEM FOR REVIEW: [Resolution for Series 2003A Bond Redemption \(PAGE 39\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
4. **ITEM FOR REVIEW: Consider Increase of Pay for City Commissioners**
PERSON RESPONSIBLE: Commissioner Steward
5. **OTHER ITEMS FOR DISCUSSION**
6. **EXECUTIVE SESSION (IF REQUIRED)**
7. **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, March 19, 2015 – 6:30 p.m.

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

March 5, 2015 Work Session Notes

There were no corrections or additions to the minutes of the work session held on March 5, 2015; the minutes stand approved as presented.

Levee Tree Removal

At the March 12, 2015 Commission meeting, Randy Rodgers approached the Commission requesting research into whether the trees slated for removal along Big Creek, as a result of the engineer recommendations for the levee upgrades, could be saved. He suggested shearing off roots that are growing into the levee and putting in a barrier to prevent the roots from growing into the levee, rather than removing the trees.

City Manager Toby Dougherty stated Steven Walters, Stormwater Specialist, presented Mr. Rodger's ideas to the Army Corps of Engineers and Wilson & Company and they responded that they would not approve those changes and it would not be compliant with the regulations regarding the trees.

ID Creech, Director of Public Works stated these trees were identified through the study done by Wilson & Company in 2012 as being a problem for the safety of the levee and need to be removed. The trees scheduled for removal are within 15 feet from the toe of the levee; the toe of the levee is the area where the levee elevation begins to rise. The City has concerns if the levee failed because of trees, they could lose insurance funds to restore the levee.

Randy Rodgers stated he appreciates City staff looking into it, and would appreciate replacing some of the trees with cottonwood trees as he appreciates the stately nature of these trees.

It was the consensus of the Commission to proceed with removal of the trees. New trees will be planted at a safe distance from the levee.

North Hays Addition Replat (Lots 5-8, Block 3)

The owners of lots 5-8, Block 3 of the North Hays Addition have submitted a replat for consideration. The property being replatted is currently two lots (four counting the previously platted remnants) and will remain two lots after replatting; however, the orientation of the lots will change. Also, the replat will serve as a mechanism to absorb into the parent tract the remnant tracts previously owned by the City and recently deeded to the adjacent owner. On February 16, 2015 the final plat was reviewed and approved (8-0 vote) by the Hays Area Planning Commission. Staff, as well as the Planning Commission, recommends approving this plat as submitted.

The property has been in its current state as agricultural land/cultivation ground since being platted approximately 10 years ago. This property lies adjacent to the reverse access roads (General Hays Rd. and 48th St.) and is contiguous with incorporated territory. The property was rezoned to commercial and also annexed into the City in December of 2014.

At the March 26, 2015 Commission meeting, Commissioners will be requested to approve the resolution accepting the final plat known as the Replat of Lots 5-8, Block 3, North Hays Addition.

Clubhouse Gardens II Addition – Final Plat

The owners of the proposed Clubhouse Gardens II Addition have submitted a final plat for consideration. The property is adjacent to previously platted property and is mostly undeveloped with the exception of one older house on the property. The plat is comprised of 10 lots slated for residential development and does include dedication of alley right-of-way. The proposed

plat has been reviewed by the Utility Advisory Committee with no issues found. On February 16, 2015 the final plat was reviewed and approved (8-0 vote) by the Hays Area Planning Commission.

The plat of Clubhouse Gardens I was approved in 2009 and is nearly built out at this time. The surrounding property primarily consists of single-family homes and the Country Club golf course. This is a continuation of an existing development and will complete the developable area for this property. This area is indicated as low-density residential in the Comprehensive Plan.

Although the Planning Commission voted (8-0) in support of the plat as presented, staff's recommendation is to oppose acceptance of the plat since the two large lots do not conform with the spirit of the Comprehensive Plan.

The size of lots 9 and 10 conflict with the comprehensive plan recommendation of more dense development, and this was discussed at the Planning Commission meeting on February 16, 2015. Staff feels the two large lots are not consistent with the surrounding neighborhood with regard to size as all other nearby lots are much smaller in size. Staff presented pros and cons of this particular issue to the Planning Commission.

PROS: (of the proposed large lot development)

- Eliminates one private street which reduces stormwater runoff and future maintenance liability
- Eliminates extensions of public water and sewer infrastructure along the eliminated street
- Eliminates future legal documents, title work, and other unknown issues associated with combining smaller lots to create larger lots

CONS:

- Creates lots that are inconsistent with the existing neighborhood
- Inconsistent with the Comprehensive Plan concept of mixed use (too large of a discrepancy in lot size)
- Potential issues with landscape irrigation with new regulations now in place

Doug Williams, who is involved with the development and the purchaser of the two large lots, stated the reason that he proposed the two large lots is because Hays does not have lots that size available.

At the March 26, 2015 Commission meeting, Commissioners will be requested to approve the resolution accepting the final plat known as Clubhouse Gardens II Addition.

Clubhouse Gardens II Addition – Rezoning of Lots 1-10 (A-L to R-3N)

The developer of the Clubhouse Gardens II Addition has submitted a request to rezone the property from agriculture district (A-L) to two-family neighbor dwelling district (R-3N). A public hearing was conducted on February 16, 2015 at the regular meeting of the Planning Commission and it was recommended by a vote of 8-0 that the rezoning be approved. The zoning change from A-L to R-3N would allow for single-family and/or duplex dwelling units to be constructed. If approved, this zoning would be consistent with the Clubhouse Gardens I Addition. Staff, as well as the Planning Commission, recommends approving an ordinance rezoning the Clubhouse Gardens II Addition from A-L (agriculture district) to R-3N (two-family neighborhood dwelling district).

The development of this property is considered infill development and is encouraged by staff as well as the Comprehensive Plan. It is adjacent to other property with similar or more intense multi-family zoning districts as that being requested. The property abuts existing two-family zoning R-3N (Clubhouse Gardens I) with R-4 (multi-family) zoning being located east across the street from the development

At the March 26, 2015 Commission meeting, Commissioners will be requested to approve an ordinance rezoning the property within the Clubhouse Gardens II Addition from A-L to R-3N as legally described within the ordinance.

King's Gate Addition Phase II – Resolution to Establish Benefit District (King's Gate Drive)

Covenant Land and Developing, Inc. has petitioned the City for street, storm sewer, water, and sanitary sewer improvements to an area containing 23 lots in Phase II of King's Gate Addition. The engineer's estimate for total construction costs is \$725,000. This project is consistent with past residential developments within the City of Hays. There are no over-sizing costs in this project; therefore, no City capital will be expended for the construction of this project. Staff recommends adopting the resolution authorizing the creation of a special benefit district with King's Gate Drive constructed at 31' width.

This is the logical continuation of the King's Gate Addition and it follows the plan that has been set forth and constructed in phases over the last 5 years. This project would complete the connection of King's Gate Drive to 41st St.

The developer proposes to finance the project through the creation of a special benefit district. Seventy percent of the costs for this project will be allowed to be special assessed with the remaining thirty percent being paid in full by the developer prior to award of the construction contract.

At the March 26, 2015 Commission meeting, Commissioners will be requested to approve the Resolution authorizing the creation of a special benefit district for infrastructure improvements in the estimated amount of \$725,000 for the development of 23 lots along King's Gate Drive within Phase II of the King's Gate Addition.

King's Gate Addition Phase II – Engineering Services Agreement

Covenant Land and Developing, Inc. has petitioned the City for street, storm sewer, water, and sanitary sewer improvements to an area containing 23 lots in the King's Gate Addition. Ruder Engineering and Surveying, L.L.C. has prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$33,900.

Commissioners will be requested to approve the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for an amount not to exceed \$33,900 for the development of Phase II of King's Gate Addition at the March 26, 2015 Commission meeting.

Special Assessment Proceedings

Special assessments for two Special Improvement Districts within the City of Hays are ready to be finalized and assessed to the property owners. To begin the Special Assessment Proceedings a resolution must be approved setting a public hearing for April 23, 2015 to consider the proposed assessments. Staff recommends pursuing this process for the following properties:

- 46th Street Second Addition will be a fifteen year assessment split equally among 28 lots. Per City policy, the City's 30% apportionment stated in Resolution No. 2012-015 will be largely paid from an upfront payment made by the developer; such amount was determined based on estimates of the final costs of the improvements.
- Golden Belt Estates Fifth Addition – Danby Lane (Resolution No. 2013-021) will be a fifteen year assessment split equally among 18 lots.
- Golden Belt Estates Fifth Addition – Jagger Court (Resolution No. 2013-023) will be a fifteen year assessment split equally among 16 lots.

At the March 26, 2015 Commission meeting, Commissioners will be requested to approve the resolution providing for a notice of public hearing to be held on April 23, 2015 to consider proposed special assessments.

Other Items for Discussion

Commissioner Steward asked to consider an increase in pay for the Hays City Commission. This item will be placed on the April 2, 2015 work session for discussion.

Executive Session

Ron Mellick moved, Shaun Musil seconded, that the Governing Body recess to executive session at 7:40 p.m. for 10 minutes to discuss matters pertaining to attorney-client privilege information. The executive session included the City Commission, the City Manager, and the City Attorney. K.S.A. 75-4319 authorizes the use of executive session to discuss the topics stated in the motion.

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

No action was taken during executive session.

The work session was adjourned at 7:50 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Commission Work Session Agenda

Memo

From: Paul Briseno, Assistant City Manager

Work Session: April 2, 2015

Subject: HDR Contract for Owner Representative of the Wastewater Treatment Plant Project

Person(s) Responsible: Paul Briseno, Assistant City Manager
Bernie Kitten, Utilities Director

Summary

The reconstruction of the wastewater treatment plant is necessary to meet KDHE permit requirements in 2018. This is expected to cost \$26-\$28 million. Traditional design-bid-build processes have caused issues historically with larger projects. Therefore city staff has recommended utilizing the design-build process. To ensure we build the most efficient and effective facility as possible, control costs, and protect the city's interest, staff recommended the expertise of an Owner Representative to guide us through the design-build process.

The selection committee recommends a contract with HDR for \$1,708,412 for Owner Representative Services of the Wastewater Treatment Plant Project.

Background

The current City of Hays wastewater treatment facility was built in the 1950's and received some modifications and upgrades since its original construction. The plant was built to treat to specific wastewater standards. Discharge standards have become more stringent over the years and harder to meet due to technological limitations of the facility.

The city was given a consent order by the Kansas Department of Health and Environment (KDHE) to reduce nitrogen and phosphorous levels in the effluent stream need to be significantly reduced in the near future. Despite staff efforts and collaboration with KDHE, the facility is not able to meet these required levels without a significant rebuild. Construction will need to be completed by late 2017 to meet the next permit in July 2018. In mid 2014 engineers based the preliminary construction cost at \$26 - \$28 million.

Traditional design-bid-build processes have caused issues with recent projects. To ensure an effective and efficient plant is attained, costs are controlled and protect the city's

interest, Commission permitted the solicitation of an Owners Representative to guide a design build process in late December of 2014.

Discussion

Before moving forward with the process, a selection committee was formed comprising of the City Manager, Assistant City Manager, Utilities Director, Assistant Utilities Director, Assistant Public Works Director, Wastewater Superintendent, and Todd Powell representing the City Attorney's office.

The city solicited request for qualifications for an owner representative and received eight proposals in February. Based on proposal criteria three firms were narrowed and interviewed in March. These firms were asked to clarify their proposal, answer specific questions and give an estimate cost of services.

Though HDR is not the lowest cost, their experience, open approach, state revolving loan assistance experience, guaranteed part-time/full-time inspector, and warranty administration lead the selection committee to unanimously recommend them as the Owner Representative. References were verified. A summary of the finalist comparison is attached.

HDR's qualifications and experience will create a project team that provides the City of Hays their best wastewater treatment process engineering and plant design staff, and superior construction and integrated delivery resources. HDR's experience in delivering treatment facilities across Kansas, Missouri and Colorado, many very similar in size, scope and complexity to that proposed for the City of Hays will allow HDR to commit to the following:

1. An Owner's Representative Team that acts as an extension of the City's Staff.
2. Strong project management and superior design build expertise to help the City to select the best integrated delivery model for the City.
3. Development of flexible design concepts to encourage innovative design by design builders.
4. Awareness of ever-changing wastewater regulations. By planning for these changes, the new facilities will be available to the City for many years.

HDR will be present at the work session to give a brief presentation and answer questions the Commission may have of their recommended services.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff. The contract includes language intended to ensure the responsibility of the Owner Representative to the City and to reduce finger pointing between the City, Owner Representative and Design/Build team. The contract also includes language allowing the City to terminate if it is not satisfied with responses from Design/Build candidates during the bid/selection process or if the scope, timeframe or budget for the project change substantially

Financial Consideration

HDR contract for Owner Representative services maximum cost is \$1,708,412. This is within the expected cost for oversight of the entire project and protects the city's interest. Approximately \$30,000 was added to HDR's proposal for geo technical surveying and oversight. An explanation of HDR expected phased costs and hourly rates are included in the attached contract.

	GBA		CDM		HDR
	Low Cost	High Cost	Low Cost	High Cost	Cost
Original Estimated Fee	\$1.02M	\$1.29M	\$1.43M	\$2.19M	\$1.68M
Geo Tech addition \$30,000	+ Geo Tech		+ Geo Tech		+ Geo Tech
Total <i>Estimated</i> Fee	\$1.05M	\$1.33M	\$1.46M	\$2.22M	\$1.71M

Funds for these services and construction of the facility would be paid by the Wastewater fund through rates.

Options

The City Commission has the following options:

- Approve HDR as the Owner Representative
- Give staff further guidance
- Do nothing

Recommendation

Staff recommends City Commission approve a contract with HDR for \$1,708,412 for Owner Representative Services of the Wastewater Treatment Plant Project and paid from this fund.

Action Requested

Approve a contract with HDR for \$1,708,412 for Owner Representative Services of the Wastewater Treatment Plant Project and paid from this fund.

Supporting Documentation

RFQ Finalist Scope/Fee Comparison
 Design Build Fact Sheet
 HDR Contract

	GBA		CDM		HDR
	Low Cost	High Cost	Low Cost	High Cost	Cost
Original Estimated Fee	\$1.02M	\$1.29M	\$1.43M	\$2.19M	\$1.68M
Geo Tech addition \$30,000	+ Geo Tech		+ Geo Tech		+ Geo Tech
Total <i>Estimated</i> Fee	\$1.05M	\$1.33M	\$1.46M	\$2.22M	\$1.71M

DESIGN - BUILD (DB) BENEFITS

- When cost and parameters are known, process provides optimum outcome through collaboration and innovation of owner, designer, and contractor.
- Allows for innovative design meeting project objectives, within budgets and on schedule, works with staff to design a facility that is operable.
- Single Point of Responsibility – Designer and contractor one contract team from the beginning which also creates accountability and flexibility.
 - Collaboration mitigates construction issues, guides design decisions to meet budget and reduce cost overruns.
- Accountability – Design build team holds responsibility for design errors and omissions.
- Less lawsuits - Delivery model promotes collaboration versus an adversarial approach to unforeseen or in-field coordination issues. Only 1.3% of Design-Build projects over the last decade have ended in lawsuits.
- Contractor works early with designer to proactively identify and resolve potential issues prior to work.
- Early Knowledge of project costs lead to guaranteed Maximum Price.
- Shorter schedule - Construction begins before design is complete. Generally at 30% of design construction begins which grants advantage of lower costs and reduced overhead
- Faster delivery - 13% faster on average.
- Contract based on best value rather than lowest bid. Ensures a plant that is cost effective for the life cycle.
- Reduced risk - Guaranteed Maximum Price agreement guarantees no change orders. Responsibility falls on design and construction team to deliver agreed upon costs.

TRADITIONAL DESIGN / BID / BUILD (DBB) DISADVANTAGES

- No collaboration between designer and contractor.
- Less flexible – no opportunity for innovation as design complete without contractor/operator input.
- Contractor does not receive designs for performance of the plant.
- Owner predominantly liable for extra costs/overruns and deficiencies or design flaws caused by design disputes between designer and contractor.

DESIGN - BUILD (DB) BEST MANAGEMENT PRACTICES

- Upon receipt of statements of qualifications (SOQs), owner's selection panel evaluates and ranks respondents and short-lists (three recommended best practice) for further consideration.
- In order to attract the best competitive/innovative design-build teams, owners should consider a stipend to short-listed teams that do not win the project to help defray cost of their pursuit. Sections of losing proposers designs can be incorporated in the final design. Competition often spurs innovation.
- Owners should incorporate positive incentives clauses. These inducements afford the design-build team an opportunity to achieve an incentive payment for completing the project ahead of schedule or under budget. Incentive clauses stimulate superior achievements. Example: portion of negotiated savings awarded to designer/contractor. Savings in total cost of construction, extending life of facility from 20 to 20+ years, etc.
- Open book approach should be factored that gives owner transparent access to project costs.
- In order to maintain the teamwork synergy, day-to-day decisions should normally be maintained at the project manager level.

COMMON TERMS

- **Design-build (DB)** –Delivery method in which owner enters into a single contract for the design, construction and commissioning of a project.
 - Design methods can be either **Fixed Price** or **Progressive**. *This will be determined with the assistance of an Owner Representative and only noted as there are multiple options.*
 - **Design-build fixed price** – A type of DB delivery in which a stipulated dollar amount for design and construction is established by the owner when the design build contract is signed, based on a defined scope, requirements and schedule for the project.
 - **Design-build guaranteed maximum price (GMP)** – Found in progressive process where owner pays the design-builder a defined cost-reimbursable basis – subject to a maximum limit, above which **owner is not obligated to pay for services within the original scope. A GMP is often accompanied by a shared savings provision that encourages the design-builder to complete the project for less than the GMP amount.**
- **Owner Representative** – Owner advocate that guides design and construction process from concept to completion. Assist with proper design build process and assures risks are minimized, prevents problems, ensures on-time and on-budget completion. Scope ranges from design build request for qualifications and request for proposals, managing contracts, insurance and bonding, inspection and oversight of design build.
- **Design-bid-build (DBB)** – A delivery method most commonly found in public procurement in which an owner first contracts with a designer to prepare detailed plans and specifications for a project, and then enters into a separate agreement with a contractor – often on a low-bid-basis to construct the project based on the designer’s plans and specifications.



March 26, 2015

Mr. Paul Briseno
Assistant City Manager
City of Hays
1507 Main Street
Hays, Ks 67601

Re: Agreement for Owner's Representative Professional Services
Hays Wastewater Treatment Plant Upgrade and Expansion

Dear Mr. Briseno:

We greatly appreciate the opportunity to serve the City of Hays in the role as Owner's Representative for the City's upcoming Wastewater Treatment Plant Project. HDR brings the City a professional firm with outstanding qualifications in both wastewater process and design engineering as well as in Owner's Representative services on similar design-build projects.

We appreciate the opportunity we had to talk with you and your Team on Monday and again this morning. We have revised the draft Agreement to incorporate your comments related to the geotechnical investigation allowance and to add language related to HDR providing standard operating procedures for the complete plant. We have also agreed to the changes with minor revisions that Todd Powell provided us on Tuesday.

Attached is the electronic copy of the Agreement. Please let us know if you have any more comments.

Sincerely:

Stan A. Christopher, P.E.
Project Principal and Manager

Cc: Tricia Quigley
Pat Young
Joni Campbell

**AGREEMENT BETWEEN CITY OF HAYS, KANSAS AND HDR
ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2015, between City of Hays, Kansas (“OWNER”) with principal offices at 1507 Main Street, Hays, Kansas, 67601, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with offices at 3741 N.E. Troon Dr., Lee’s Summit, MO, 64064 for Owner’s Representative Professional Services in connection with the project known as Hays Wastewater Treatment Plant Upgrade and Expansion (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which shall consist of the Scope of Services as outlined on the attached Exhibit A. ENGINEER shall provide any and all additional services not specifically outlined in Exhibit A if such service is reasonably related or necessary to perform or accomplish enumerated service.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of hourly rates plus reimbursable expenses with a maximum not-to-exceed fee. An estimate of the fee for these services is included in Exhibit C

The maximum not-to-exceed fee for Owner’s Representative Services is \$1,708,412.

Hourly Rates are based upon HDR's Hourly Rate Schedule, attached as Exhibit D, for the period of April 1, 2015 through December 31, 2015. The Hourly Rate Schedule shall remain in effect for the specified period. Rates may be adjusted on January 1st of each subsequent year up to a maximum of 4% per year.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for airfare, mileage (@ IRS rate), meals while traveling to Hays, hotel rooms, subconsultants, teleconferences, shipping and express, and other direct expenses.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

It is anticipated that services except for extended warranty assistance will be completed by June 2018.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

OWNER reserves the right to terminate this Agreement in the event that none of the responses to the Request for Proposal or Request for Qualifications process are acceptable to OWNER, in the event the scope, timeframe or budget for the project change substantially, or for any other reason in the reasonable exercise of OWNER's discretion. In such event, OWNER shall be responsible for all fees and expenses earned by the ENGINEER as of the effective date of termination.

In performing its services and duties hereunder, ENGINEER is the representative of OWNER in all matters affecting or involving the Design-Builder chosen in accordance with this Agreement or any exhibit thereto. As such, ENGINEER shall carry out and fulfill OWNER's reasonable expectations and directions and shall advocate for OWNER in the administration and enforcement of the contract between OWNER and Design-Builder to the extent required or allowed by this Agreement or any attached exhibit thereto. ENGINEER shall evaluate potential claims and/or disputes between OWNER and Design-Builder and seek resolution without a change order. ENGINEER will keep OWNER informed of potential claims and /or disputes. If potential claim and/or dispute results in a change order to the OWNER and Design-Builder contract, ENGINEER shall

provide OWNER with results of evaluation, justification for change, and recommendation for acceptance or denial.

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

City of Hays, Kansas

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Joseph E. Drimmel, P.E.

TITLE: Vice President

ADDRESS: 3741 N.E. Troon Drive
Lee’s Summit, MO 64064

**EXHIBIT A
ENGINEER SCOPE OF SERVICES
CITY OF HAYS, KANSAS
UPGRADES AND EXPANSION OF THE HAYS WASTEWATER TREATMENT
PLANT**

A. OVERVIEW

The Owner's Representative Services for the Upgrades and Expansion of the Hays Wastewater Treatment Plant is to represent the Owner in all aspects relating to the completion of this project using an integrated project delivery method. HDR will provide consulting services, integrated project delivery expertise, wastewater treatment engineering experience and staff, and construction monitoring services to assist and advocate for the Owner in its efforts to select, monitor, and administer the contract between Owner and the Design-Builder in that firm's design and construction of these facilities. Current effluent discharge limits and Total Nitrogen and Total Phosphorus goals are defined in the Owner's June 1, 2014 NPDES discharge permit. Compliance with these permit conditions is to be completed by July 2018. The Project also includes the upgrade of existing and aging equipment and structures to a state-of-the-art facility, with flexibility to anticipate and adapt to future regulations, capable of meeting current discharge limits efficiently for a total project capital cost within the Owner's preliminary budget of \$24 - \$28 million.

B. STAGE 1 – NOTICE TO PROCEED THROUGH ISSUANCE OF DESIGN BUILD REQUEST FOR QUALIFICATIONS

B.1 Preliminary Services. Engineer shall:

B.1.1 Consult with Owner to assist Owner in defining and clarifying Owner's requirements for the Project and providing available project data to the Design-Builder. Prepare and implement a project information manual, and initiate and define the Project requirements.

B.1.2 Prepare a Project Information Manual. Prepare the Project Information Manual. Submit 5 hard copies and 1 electronic copy to Owner. The Project Information Manual will be used and updated throughout the project duration and will include the following items:

- Project Goals and Objectives
- Project Approach
- Professional Services Agreement
- Communication Plan
- Quality Assurance/Quality Control Plan
- Project Organization Including Roles and Responsibilities
- Schedule

- Work Breakdown Structure and Budgets
- Financial Tracking Procedures
- Scope Change Management Process
- Risk Management Plan including risk identification, risk analysis with a risk register, and risk mitigation
- Issue Resolution Process
- Document Control Plan
- Cost, Schedule Management and Control to include cost review procedures and schedule reviews.

B.1.3 Kick-off Meeting. A kick-off meeting conducted between Owner's staff and Engineer will be held to discuss the information included in the Project Information Manual. An agenda will be prepared one week prior to the meeting and meeting minutes will be prepared.

B.2 Wastewater Facility Plan

- **Data Collection and Evaluation**
 - Review treatment plant performance data from individual treatment processes for most recent 3 years of operational data and identify any additional laboratory analyses required for detailed evaluation.
 - Meet with operations staff to discuss operational data and any additional laboratory analyses required.
 - Collect cost information from Owner, which includes total costs associated with wastewater treatment and biosolids disposal, equipment maintenance, and any contract operations.
 - Complete geotechnical investigation of Wastewater Treatment Plant in area of proposed expansion by completing borings to refusal, monitor groundwater, and complete preliminary foundation evaluation. Scope of geotechnical investigation shall be within \$30,000 allowance included in Not-to-Exceed Fee.
- **Treatment Plant Evaluation and Alternative Evaluation**
 - Meet with Owner's staff to discuss WWTP flow data.
 - Work with Owner's staff to determine current average and peak wastewater flows and pollutant characteristics/concentrations treated at the WWTP.
 - One site visit by structural, mechanical, and electrical staff to review existing equipment and structures and document condition, photograph, verify approximate dimensions, and discuss the existing use and function of the equipment/structures with the operations staff.
 - Based on operational experience and current design capacity standards, determine current, average, and peak treatment

capacity of each process at the WWTP. Treatment Processes to be evaluated include:

- ❖ Influent Pump Station
- ❖ Headworks (Screening and Grit Removal)
- ❖ Aeration System
- ❖ Final Clarifiers
- ❖ Effluent Filtration
- ❖ Effluent Disinfection
- ❖ Reuse Water Storage and Distribution System
- ❖ Biosolids Digestion and Storage
- ❖ Biosolids Dewatering
- ❖ Biosolids Land Application
- Review existing base site map drawings provided by the Owner. Field check with Operations staff to identify flood elevation, top of structure elevations, and other critical vertical data using existing record information.
- Prepare and submit draft Technical Memorandum (TM) No. 1 – Existing Facilities Evaluation to Owner’s staff.
- Utilizing current population counts and future development projections, project the future 20-year population.
- Develop future design average and peak flows and loadings.
- Develop proposed screening criteria and approach by which alternatives will be considered as part of the evaluation process.
- Draft list of up to five alternatives for plant upgrade and nutrient removal effluent goals.
- Conduct Workshop with Owner’s staff to:
 - ❖ Discuss treatment alternatives to be evaluated.
 - ❖ Discuss screening criteria and approach by which alternatives will be considered as part of the evaluation process.
- Prepare minutes of workshop documenting decisions.
- **Screening and Selection of Treatment Improvements**
 - Finalize list of treatment alternatives to be considered further.
 - ❖ Prepare one-page summary of each alternative presenting treatment process description process schematic, advantages, and disadvantages.
 - Prepare and submit draft Technical Memorandum (TM) No. 2 – Alternatives Screening to Owner’s staff
 - Conduct Workshop with Owner’s staff to:
 - ❖ Review TM No. 2
 - ❖ Screen alternatives in order of cost magnitude and identify scenarios to be retained for further evaluation.
 - ❖ Narrow alternatives to two alternatives.
 - Prepare minutes of workshop documenting decisions.

- Finalize Alternatives Screening TM No. 2 based on comments from Workshop.
- Evaluate sizing and performance of unit processes.
- Check hydraulic profile of alternatives with “as-built” drawings to determine pumping needs.
- Determine need and replacement timing for any existing equipment retained for each alternative.
- Prepare conceptual layouts of alternatives on the base site map of the WWTP.
- Prepare life-cycle cost estimates for retained alternatives.
- Prepare and submit draft Technical Memorandum (TM) No. 3 – Alternatives Selection to Owner’s staff.
- Conduct Workshop with Owner’s staff to:
 - ❖ Review TM No. 3
 - ❖ Select recommended alternative
- Prepare minutes of workshop documenting decisions.
- Final TM No. 3 based on review comments.
- **Financial Evaluation**
 - Review the Owner’s current user charge ordinance.
 - Finalize selected alternative’s life cycle costs, which include estimated capital costs, projected operation and maintenance costs, and replacement costs.
 - Evaluate financing alternatives, which include SRF program and revenue bonds.
 - Prepare and submit draft Technical Memorandum (TM) No. 4 – Financing Rate Impact Projection.
 - Conduct Workshop with Owner to:
 - ❖ Review TM No. 4
 - ❖ Select recommended financing plan.
 - Prepare minutes of workshop documenting decisions.
 - Final TM No. 4 based on review comments.
- **Facility Plan Development**
 - Prepare a draft Facility Plan. The Facility Plan shall be prepared in accordance with Kansas Department of Health and Environment requirements. The report shall be prepared with content and format as necessary for use in obtaining SRF Funding. The Facility Plan will incorporate the following:
 - ❖ Population and flow projection for future flows
 - ❖ Description and discussion of treatment plant capacity needs
 - ❖ Treatment plant improvement alternatives
 - ❖ Preliminary site plans for recommended alternative
 - ❖ Process flow diagrams for recommended alternative
 - ❖ Capital and operation & maintenance costs
 - ❖ Phasing Plan

- ❖ Recommended Financing Strategy
- ❖ Financing Rate Impact Projection
- ❖ Preliminary design criteria
- ❖ Environmental Clearances
- Submit the Facility Plan to the Owner for review.
- Submit draft Facility Plan to KDHE with SRF application.
- Hold one or more Public Meeting(s) as needed in the evening.
- Finalize Facility Plan based on review comments.
- Submit Facility Plan to KDHE.

B.3 Integrated Delivery Model Evaluation

- Engineer will conduct a workshop focused on determining what delivery model would be most suited for the design and construction of the project. The workshop will be focused on identifying and ranking by order of importance the Owner's goals and drivers for the project. These goals and drivers will then be compared to the suite of delivery models available to the Owner for the project and an evaluation made of which delivery method best accommodates the project goals and drivers. Additionally, advantages and disadvantages of each delivery model will be compared and the results summarized as it relates to the Owners procurement regulations, State of Kansas procurement regulations, Kansas Department of Health and Environment regulations, and Owners preferences.
- Technical Memorandum (TM) No. 5, Integrated Delivery Model Evaluation and Selection, will be prepared and submitted. A second workshop with the Owner will be held to review TM No. 5.
 - Prepare minutes of workshop documenting decisions
 - Finalize TM No. 5 based on review comments.

B.4 Request for Design-Builder Qualifications

- **RFQ and Shortlisting Phase.** In this phase, Engineer shall:
 - Prepare, subject to the Owner's approval, the following RFQ Documents:
 - ❖ Announcement and/or Advertisement of Intent to Request Design-Build Qualifications
 - ❖ Request for Design-Build Qualifications (RFQ), including, project description and selection criteria for Design-Builder shortlisting
 - ❖ Announcement mailing list
 - ❖ Information to assist Owner in shortlisting process
 - ❖ Any Addenda required to the RFQ
 - Upon completion of the above documents:
 - ❖ Publish Advertisement: Request for Design-Build Qualifications

- ❖ Distribute RFQ to all requesting same and to Owner's project staff, and maintain list of RFQ holders
- ❖ Conduct a pre-submittal meeting for interested parties
- ❖ Respond to questions from interested parties and, after review and approval by Owner, publish answers in addenda to RFQ
- ❖ Report progress to Owner

C. STAGE 2 – DESIGN-BUILD REQUEST FOR QUALIFICATION THROUGH DESIGN-BUILD CONTRACT PACKAGE

C.1 Review of Qualification Statements

- Read each submitted SOQ for conformance with the RFQ and evaluate each respondent's qualifications for the project.
- Score and rank each SOQ and summarize the information contained in the qualification statements and distribute to Owner.
- Assist Owner in evaluation of qualifications.
- Assist Owner in presenting recommendations to City Commission.
- Notify all respondents of the Owner's actions on the recommendations for shortlisting.

C.2 Request for Proposal

- **Prepare, subject to the Owner's approval, the following Request For Proposal (RFP) Documents:**
 - Instructions to proposers, including proposal evaluation and selection criteria.
 - Proposal Form
 - Agreement Form
 - Bond Forms (if required)
 - General and Special Conditions of the Design-Build Contract
 - Program of Facility Requirements
 - Schematic Site Plan and Floor Plans, if appropriate.
 - Space Standards and Environmental Requirements
 - Performance Standards
 - Materials to assist in proposal selection
 - Addenda to the RFP
- Based on the information provided by Owner and the Wastewater Facility Plan, and required in the Design-Build Request for Proposal, prepare an opinion of probable design-build cost. This opinion of probable design-build cost will be for the purpose of updating Kansas Department of Health and Environment.

C.3 State Revolving Fund Loan Assistance

- **Submit updated opinion of probable cost to Kansas Department of Natural Resources**

D. STAGE 3 – DESIGN-BUILDER SELECTION

D.1 Request for Proposal Issuance

- **After Receipt by the Owner of the design-build proposals:**
 - Examine each proposal for compliance with the minimum requirements of the RFP
 - Read and evaluate each submitted proposal for conformance with RFP. Score and rank each proposal and summarize information contained in the proposal and distribute to the Owner.
 - Organize and conduct interviews for the short-listed proposers. Following the final interview, summarize the scores and rankings of the proposals and interviews. Note the Owner and Engineer deliberations and record votes for inclusion in a written Final Report of the Owner
 - Assist the Owner in presenting the recommendation to City Commission
 - Assist the Owner to take appropriate action on the recommendation
 - Assist the Owner and the Design-Builder to complete and execute the design-build contract, including the development of the Basis of Design Documents, the GMP Exhibit, if applicable, and the clarification and documentation of appropriate sections of the Design-Builder’s proposal, if necessary.
- The RFP and Proposal Phase will be considered complete upon the execution of the design-build contract by the parties or by the cessation of negotiations by the parties.

E. STAGE 4 – DESIGN AND CONSTRUCTION PHASE

E.1 Design and Construction Phases. In this phase, Engineer shall:

- Consult with Owner and act as Owner’s representative during design and/or construction phases
- Assist Owner in the selection of independent testing laboratories
- Participate in a conference between Owner and Design-Builder after execution of the design build contract.
- Review submittals prepared by or for Design-Builder including drawings, specifications, show drawings, and samples and other submittals required by the Basis of Design Documents for acceptability and conformance with the Basis of Design Documents.
- Make periodic visits to the site during construction prior to or after scheduled progress meetings for general inspection and observation, meetings with the parties, and to determine in general if work is proceeding in accordance with the Basis of Design Documents. Hold

progress meetings at least twice per month as needed with Design-Builder, Owner, and Engineer.

- Assist Owner in issuing clarifications and interpretations of the Basis of Design Documents.
- Review and recommend change orders or change requests.
- Represent the Owner and advocate on its behalf regarding claims between Owner and Design-Builder.
- Review and approve Design-Builder's requests for payment.
- Review maintenance and operating instructions, schedules and guarantees, receive bonds, certificates or other evidence of insurance required by the Contract Documents.
- Conduct pre-occupancy and/or final review of the completed work.
- Determine general conformance of the completed construction with the requirements of the Design-Builder's Design Documents through observation of the Work.
- **General Construction Observation** - Observe, record, and report the Design-Builder's daily work progress to determine if the Work is in general conformance with the requirements of the Design Documents. Document activity observed making note of deficiencies and any issues requiring resolution.
 - Obtain and file daily Design-Builder summary sheets defining specified work completed and Design-Builder work force figures, making particular note of progress made on the controlling activities established by the approved construction schedule.
 - Utilize shop drawings and apply them to the conducting of observations.
 - Monitor construction activity to verify general conformance with Design Documents, and document activities and observations.
 - Record weather condition information.
 - Record Requests for Information of Design Documents' provisions.
 - Note construction deficiencies and punch list items and resubmit to Design-Builder at each progress meeting.
 - Develop punch list items prior to substantial completion.
 - Photograph or video record construction as deemed necessary, and label and log photos and videotapes.
- **Site Conditions Review** - Observe site conditions during construction to determine that the Design-Builder is maintaining site-related items in accordance with the Design Documents.
 - Periodically review overall condition of site for excessive construction debris, erosion, proper drainage, weed control and access/egress maintenance.

- Periodically review protection provisions for existing structures, piping, trees and other items designated to be protected.
- Document site condition deficiencies and notify the Design-Builder.
- **Structural Subgrade Review** - Verify that subgrade preparation is in conformance with the Design Documents prior to any concrete placement. Obtain written verification from the Design-Builder's Geotechnical Engineer and/or testing lab representative that subgrade is ready to receive concrete for foundations and structural slabs on grade.
- **Coordinate and Review Material Sampling and Testing** - Coordinate in-place moisture/density testing and the sampling and testing of concrete.
 - Establish communication of test result procedures and protocols with Design-Builder and their testing service and any testing service employed by the Owner.
 - Establish reviewer list and utilize electronic formatted documentation and test reports for distribution.
 - Coordinate the sampling and testing of off-site borrow soils delivered to the site to verify compliance with borrow materials performance requirements.
 - Review concrete mix design with the Design-Builder's Structural Engineer to establish specification compliance relative to addition of water to concrete on site.
 - Review field data to verify other items such as slump, air entrainment and special admixtures are in accordance with the Design Documents.
 - Distribute each failing compressive strength test to the Design-Builder for them to determine structural implications and to develop a proposed course of corrective action required.
 - Review all tests results to verify compliance with specified requirements, and maintain project log.
 - Monitor soil testing and testing program to verify in-place moisture/density tests are performed at the specified frequency and locations. Monitor the concrete sampling and testing program to verify specified number of concrete cylinders, air entrainment and slump test are taken.
 - Notify Design-Builder of subsequent testing which is required, and verify areas of failing compaction or deficient concrete strength, slump or air-entrainment criteria are corrected to specified criteria.
 - Review soils and concrete testing lab invoices to avoid Owner being charged for failing tests. Provide documentation for reimbursement from Design-Builder for failing tests.
- **Pipe Pressure Testing** - Observe and document pressure testing of piping systems.

- **Stored Materials/Equipment Review** - Review stored materials and/or equipment for quantity determination and to verify that equipment and/or materials are adequately protected until installed.
- **Salvaged Materials/Equipment Review** - Review salvaged materials and equipment to verify those items are salvaged and stored properly and that items to be scheduled for salvage are accounted for.
- **Major Equipment Foundation Loading Certifications Review** – Obtain from Design-Builder, log and file manufacturer's foundation loading certifications for major pieces of equipment, prior to placement of that equipment, to verify that Design-Builder has determined compatibility of equipment and structure.
- **Site Visitations** - Coordinate and conduct site visitations and maintain a permanent log which records Owner, regulatory agency, and Design-Builder design team visits. Follow up on any deficiencies noted by Engineer of Record by either requiring immediate correction or adding items to a progressive punch list.
- **Record Drawing Review** - Throughout the course of the project, review Design-Builder's as-recorded drawings to verify the Design Drawings are up-to-date with Design modifications and annotated to reflect actual construction.
- **Equipment and Instrumentation Installation Certifications Review** - Verify equipment installation certifications and instrumentation commissioning documents are submitted before initiation of start-up and demonstration period. Observe the progress of manufacturer installation checks and commissioning and receive and log documents for permanent record.
- **Manufacturers' O&M Training Review** - Assist the Owner in reviewing the quantity and quality of specified manufacturers' O&M training.
 - Hold one meeting with the Design-Builder and the Owner to establish which equipment requires training and how many hours.
 - Review manufacturers' training outlines and materials for completeness.
- **Owner Notification of Accident Damage/Injury** - Document any observations made of property damage or personal injury accidents within the project construction limit lines, and notify and provide a written report to the Owner. A copy of the Design-Builder's accident/injury report will also be attached.
- **Facility Start-up and Demonstration Review** - Witness and record the Facility Start-up and Demonstration Period.
 - Initiate pre-start-up meetings with plant operations staff and Design-Builder.
 - Observe, record and report the progress of the initial starting of equipment and the Demonstration Period.

- **Upon satisfactory completion of the Demonstration Period, and with concurrence of the Owner, issue Certificate of Substantial Completion.**

F. STAGE 5 – FINAL INSPECTION AND OPERATION OPTIMIZATION

- Following Substantial Completion, monitor Design-Builder's completion of punch list items.
- Arrange and attend final completion inspection with Owner and Kansas Department of Health and Environment
- Assist Owner in optimization of operation of wastewater treatment plant. Prepare Standard Operating Procedure for treatment process listed in B.2 of Exhibit A.
- Review Design-Builder's submittal of As-Constructed Drawings.
- Assist Owner in Warranty issues that may arise.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the

technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

EXHIBIT C

ESTIMATED TOTAL FEE

City of Hays, Kansas
 Owner Representative Services
 Preliminary Scope/Fee Estimate - 3/23/2015

	Christopher, Stanley Project Principal	Young, Patrick Wastewater Lead	Quigley, Patricia Deputy Project Manager	Awezec, John Integrated Delivery	Wundrack, Bruce Resilient Project Representative	Coleman, Brandon Operational Support	Wiseman, David Sr. Structural	Say, Matthew Project Engineers	Estimator	Keyhill, Patrick Sr. Technician	Churilla, Scott Integrated Delivery	Kurman, Shannon Project Controls	Flanagan, Raymond Project Delivery	Campbell, Joni Project Coordinator	Expenses	Total
Allowable Billing Rates per Client Contract	250.00	242.00	188.00	235.00	198.00	185.00	214.00	135.00	180.00	115.00	230.00	135.00	225.00	82.00		
STAGE																
A. Stage 1 - NTP to Issuance of DB RFQ																
1 Kickoff Workshop	8	12	16	8										16	\$1,000	\$12,104
2 Additional Workshops (4 over 2 trips)	32	16	32	16		16								40	\$2,500	\$30,388
3 Develop Communication Plan	1		8											4	\$100	\$2,182
4 Select Delivery Method	1		8											2	\$200	\$2,118
5 Develop Risk Management Plan	1		8	4											\$100	\$2,794
6 Develop Design Criteria															\$1,500	\$1,500
Facility Sizing; Flow and Loadings	2	4				12										\$3,688
Develop Design and Evaluation Criteria	4	16				40		24		32				16		\$20,504
7 Develop Quality Assurance and Quality Control Plan	1	2	8	4											\$100	\$3,278
8 Develop Cost and Schedule Control Plan			8	2					4			8	2		\$200	\$4,424
9 Develop Project Sequencing Plan	2	4				8		16							\$100	\$5,208
10 Develop Document Control Program			8									2			\$100	\$1,874
11 Develop Request for Qualifications (RFQ)	4		24	8										24	\$1,500	\$10,860
12 Preliminary Engineering Report (Facility Plan)	8	24				40	16	40		40				24	\$1,500	\$32,100
13 Environmental Clearance & Public Participation								16						8	\$100	\$2,916
14 SRF Application	1		8												\$50	\$1,804
15 Geotechnical															\$30,000	\$30,000
Financial Plan	2															\$500
User Charge Ordinance	2															\$500
Subtotal Hours	69	78	128	42	0	116	16	96	4	72	0	10	2	134		
Subtotal Dollars	17250	18876	24064	9870	0	21460	3424	12960	720	8280	0	1350	450	10988	39050	\$168,742
Total Stage 1																\$168,742
B. Stage 2 - RFQ to Design Contract Package (DCP)																
1 Workshops (5 over 3 trips)	48	16	48	16					16					40	\$4,000	\$38,816
2 Review DB Qualifications Packages (Assume 8 packages)	16		32	32										40	\$50	\$20,866
3 Develop Conceptual Design Document (Review with KDHE)	4	12	8			16				8					\$2,000	\$11,288
4 Develop Design Contract Package	8	20	80	8										40	\$2,000	\$29,040
5 SRF Funding Assistance															\$100	\$100
Cost Estimate		24	16				24		40						\$50	\$21,202
Sewer Use Ordinance	2	12													\$50	\$3,454
Engineering and DB Contracts	1		4											2	\$200	\$1,366
Subtotal Hours	79	84	188	56	0	16	24	0	56	8	0	0	0	122		
Subtotal Dollars	19750	20328	35344	13160	0	2960	5136	0	10080	920	0	0	0	10004	8450	\$126,132
Total Stage 2																\$126,132
C. Stage 3 - DCP to DB Selection																
1 Workshops (5 over 3 trips)	48	16	48	16		16								40	\$4,000	\$38,896
2 Review DB Packages (Assume 3 Packages)															\$100	\$100
Technical Proposal															\$200	\$200
Process Modeling/Sizing	2	12	6			32								2		\$10,616
Hydraulics	2	8	6			16								2		\$6,688
Equipment	2	8	6			16								2		\$6,688
Process Control	2	8	6			16								2		\$6,688
Cost and Schedule	16		14	8						8				8		\$11,008
3 Design Builder Selection Evaluation	2	4	4	8										4	\$50	\$4,478
Subtotal Hours	74	56	90	32	0	96	0	0	0	0	8	0	0	60		
Subtotal Dollars	18500	13552	16920	7520	0	17760	0	0	0	0	1840	0	0	4920	4350	\$85,362
Total Stage 3																\$85,362

City of Hays, Kansas
 Owner Representative Services
 Preliminary Scope/Fee Estimate - 3/23/2015

	Christopher, Stanley Project Principal	Young, Patrick Wastewater Lead	Quigley, Patricia Deputy Project Manager	Awezec, John Integrated Delivery	Wundrack, Bruce Resident Project Representative	Coleman, Brandon Operational Support	Wiseman, David Sr. Structural	Say, Matthew Project Engineers	Estimator	Keyhill, Patrick Sr. Technician	Churilla, Scott Integrated Delivery	Kurman, Shannon Project Controls	Flanagan, Raymond Project Delivery	Campbell, Joni Project Coordinator	Expenses	Total
Allowable Billing Rates per Client Contract	250.00	242.00	188.00	235.00	198.00	185.00	214.00	135.00	180.00	115.00	230.00	135.00	225.00	82.00		
STAGE																
D. Stage 4 - Design and Construction Phase																
1 Contract Administration	252	168	336	42		252	80	480						336	\$5,000	\$337,786
2 Technical Design Control		42	84												\$200	\$26,156
3 Cost Control		8				40			40						\$200	\$16,736
4 Progress Reporting			84												\$500	\$16,292
5 Resident Project Inspection					2840	80	80	240							\$5,000	\$631,640
6 Review Permit Compliance					40										\$50	\$7,970
7 Review of Design Progression and Scope Management Documents		40	16												\$200	\$12,888
8 SRF Assistance															\$100	\$100
Coordination with KDHE on design plans and construction permits	8		24													\$6,512
9 Progress Meetings (42)	168	96	588												\$41,000	\$216,776
Subtotal Hours	428	354	1132	42	2880	372	160	720	40	0	0			336		
Subtotal Dollars	107000	85668	212816	9870	570240	68820	34240	97200	7200	0	0			27552	52250	\$1,272,856
Total Stage 4																\$1,272,856
E. Stage 5 - Final Inspection and Operational Optimization																
1 Final Inspection with KDHE		24				16	16	24						12	\$1,000	\$17,416
2 O&M Training	4	16				40									\$1,000	\$13,272
3 Final Acceptance			12											4	\$500	\$3,084
4 Warranty Period Services	8		96												\$1,500	\$21,548
Subtotal Hours	12	40	108	0	0	56	16	24	0	0	0			16		
Subtotal Dollars	3000	9680	20304	0	0	10360	3424	3240	0	0	0			1312	4000	\$55,320
Total Stage 5																\$55,320
Total Hours	662	612	1,646	172	2,880	656	216	840	100	80	8	10	2	668		8,552
Total Billing Amount	\$165,500	\$148,104	\$309,448	\$40,420	\$570,240	\$121,360	\$46,224	\$113,400	\$18,000	\$9,200	\$1,840	\$1,350	\$450	\$54,776	\$108,100	\$1,708,412

Estimated Proj

\$1,708,412

EXHIBIT D

HOURLY RATE SCHEDULE



HOURLY RATE SCHEDULE
April 1, 2015 through December 31, 2015

ROLE	HOURLY RATE RANGE
Principal Principal/ Manager	\$250.00
Wastewater and Alternative Delivery Advisors	\$200.00 - \$250.00
Engineering Manager/Deputy Project Manager	\$175.00
Project Controls Manager	\$150.00
Project Engineer	\$125.00
Assistant Project Engineer	\$105.00
Estimator	\$180.00
Resident Project Representative	\$198.00
Operational Support	\$180.00
Senior Electrical & I&C Engineer	\$200.00
Electrical Engineer	\$110.00
Mechanical Engineer	\$160.00
Senior Structural Engineer	\$200.00
Structural Engineer	\$110.00
Architect	\$180.00
Senior Technician	\$115.00
Technician	\$90.00
Administrative Staff	\$77.00

* includes overhead and office equipment charges including computer usage.

REIMBURSABLES	UNIT PRICE
Printing and Reproduction	COST
Mileage	CURRENT IRS RATE
Hotel and Meals	COST
Subconsultants	COST

Commission Work Session Agenda

Memo

From: Kim Rupp, Director of Finance

Work Session: April 2, 2015

Subject: Resolution for Series 2003A Bond Redemption

Person(s) Responsible: Kim Rupp, Director of Finance

Summary

Bonds in General Obligation Series 2003A maturing on or after September 1, 2014 are now subject to redemption prior to their maturity dates. The City now has the option to call these bonds. This requires a resolution providing for the refunding of the General Obligation Internal Improvement Bonds, Series 2003A. It also requires the approval to expend \$449,045.44 out of the City Commission Capital Reserve of which funds are available. Redeeming the bonds will save the City \$31,000 in interest charges. City staff is recommending this action.

Background

In October 2003 Ordinance #3620 was passed authorizing the issuance and delivery of General Obligation Internal Improvement Bonds, Series 2003A, in the amount of \$1,815,000 for the purpose of financing certain street, water, sewer, airport and other improvements in the City more specifically referred to as follows:

- 2003 Sidewalk Ramps
- 8th Street Reconstruction
- 43rd Street Construction
- Hall Street Construction
- Vine Street Resurface 13th to the By-pass
- Vine Street Signals 8th to 27th
- Airport Improvements
- 43rd Street Water
- 43rd Street Sewer
- 41st Plaza 4th Addition

This debt service was set for a 15 year maturity.

Discussion

Once again we have another series of bonds that are now eligible for redemption. Bond Series 2003A can now be called for redemption in whole or in part at any time. This redemption would redeem a series of bonds varying in maturities to the year 2018. Also, these bonds fluctuate in rate of interest from 3.70% to 4.00%. Given the current yield on investments weighed against the interest on the bonds that can now be called, it is advisable to use those funds to redeem these high cost bonds. The market on current

General Obligation issues is at about 2% therefore if another issue were required we would still be below the 2003A series.

The resolution is multi-faceted.

Section 1 – Authorizes the prepayment of the remaining maturities of the Series 2003A Bonds

Section 2 – Authorizes the City Clerk and Gilmore and Bell (Bond Counsel) to file a material event notice with the Municipal Securities Rulemaking Board

Section 3 – Authorizes the City Clerk and Bond Counsel to give notice of redemption to the Bond Registrar and Paying Agent

Section 4 – Authorizes City Officials to execute all other documents and take such other actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution

Section 5 – Makes this Resolution effective and in full force immediately after its adoption by the governing body.

Legal Consideration

There are no known legal impediments to proceeding as staff has proposed. Bond Counsel will be used to accomplish all necessary document preparation.

Financial Consideration

The total of the debt service to call as of May 15, 2015 is \$599,715.44. Total principal and coupon payments already budgeted in the Bond and Interest fund for this issue are \$151,470. Therefore this requires a total of \$449,045.44, including legal and documentation preparation fees, to be authorized for expenditure from the City Commission Capital Reserve.

Redeeming the issue on May 15, 2015 will save the City of Hays an approximate total of \$31,000 in interest costs over the remaining life of these bonds.

Options

The City Commission has the following options:

- Pass the resolution authorizing the redemption and expenditure of \$449,045.44 to redeem Bond Series 2003A.
- Do not redeem Bond Series 2003A therefore debt service will continue to be budgeted in the Bond and Interest fund for this series.

Recommendation

Given the poor performance of our investment portfolio and the availability of funds, City Staff recommends the redemption of Bond Series 2003A saving the City interest costs in the future as well as ultimately lowering the levy required for the Bond and Interest Fund.

Action Requested

Adopt the Resolution authorizing the refunding of the remaining maturities of the General Obligation Internal Improvement Bonds, Series 2003A, and the expenditure of \$449,045.44 from the City Commission Capital Reserve.

Supporting Documentation

Updated City Commission Capital Reserve

Excerpt of Minutes

Resolution

Notice of Call for Redemption

CITY COMMISSION AVAILABLE CASH		
Commission Capital Reserves		
\$	3,674,721	2015 Commission Capital Reserves Balance
\$	(1,200,000)	Future Levy Transfer to Offset (4 years)
\$	2,474,721	TOTAL AVAILABLE CASH

ITEMS DISCUSSED OR IDENTIFIED FOR FUNDING		
\$	(700,000)	Hall St. 27th to 41st - Mill & Overlay w/restripe to 3-lane (road diet)
\$	(500,000)	27th Sherman to Canterbury - Mill & overlay
\$	(160,000)	27th Englewood to Hall - Mill & overlay w/restripe to 3-lane (road diet)
\$	(75,000)	7th In-house overlay & chip seal
\$	(1,435,000)	TOTAL ITEMS DISCUSSED OR IDENTIFIED FOR FUNDING

PRIORITY PROJECTS / OPPORTUNITIES		
\$	(449,045)	Next Bond Pay Off
\$	(449,045)	TOTAL PRIORITY PROJECTS / OPPORTUNITIES

\$	(1,884,045)	TOTAL RECOMMENDED PROJECTS
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\$ 590,676 TOTAL EXCESS CASH NOT COMMITTED

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON APRIL 9, 2015**

The governing body met in regular session at 6:30 p.m. The Mayor presided and the following members of the governing body were present:

The following members of the governing body were absent: _____

* * * * *

(Other Proceedings)

* * * * *

Thereupon, and among other business, a Resolution was presented entitled:

**A RESOLUTION PROVIDING FOR THE PREPAYMENT OF A PORTION OF
THE GENERAL OBLIGATION INTERNAL IMPROVEMENT BONDS, SERIES
2003-A OF THE CITY OF HAYS, KANSAS.**

Thereupon, on motion of Commissioner _____, seconded by Commissioner _____, the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution was declared duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Hays, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

City Clerk

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE PREPAYMENT OF A PORTION OF THE GENERAL OBLIGATION INTERNAL IMPROVEMENT BONDS, SERIES 2003-A OF THE CITY OF HAYS, KANSAS.

WHEREAS, on October 9, 2003, the City of Hays, Kansas (the “City”), adopted Ordinance No. 3620 and Resolution No. 449 (collectively, the “Series 2003-A Resolution”) authorizing the issuance of the City’s General Obligation Internal Improvement Bonds, Series 2003-A in the original principal amount of \$1,815,000 (the “Series 2003-A Bonds”); and

WHEREAS, Section 202 of Resolution No. 449 permits the Series 2003-A Bonds maturing in the years 2015 to 2018 to be repaid at any time in advance of their maturity without penalty for prepayment; and

WHEREAS, the City has surplus funds available to prepay the Series 2003-A Bonds maturing September 1, 2015 through September 1, 2018 and the City hereby finds it necessary and desirable to authorize the prepayment of the remaining maturities of the Series 2003-A Bonds.

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

Section 1. The Governing Body hereby authorizes the prepayment of the remaining maturities of the Series 2003-A Bonds as follows:

<u>Maturity</u>	<u>Redemption Date</u>	<u>Rate</u>	<u>Par Amount</u>	<u>CUSIP</u>
September 1, 2015	May 15, 2015	3.70%	\$140,000	421038 WC0
September 1, 2016	May 15, 2015	3.80%	145,000	421038 WD8
September 1, 2017	May 15, 2015	3.90%	150,000	421038 WE6
September 1, 2018	May 15, 2015	4.00%	160,000	421038 WF3

Section 2. The governing body of the City hereby authorizes the Clerk and Gilmore & Bell, P.C., Kansas City, Missouri (“Bond Counsel”) to file with the Municipal Securities Rulemaking Board, via Electronic Municipal Market Access (“EMMA”), the material event notice in substantially the form attached hereto as *Exhibit A* providing notice that the City is planning to prepay the 2015 through 2018 maturities of the Series 2003-A Bonds.

Section 3. The governing body of the City hereby authorizes the Clerk and Bond Counsel, to give notice of redemption of the Series 2003-A Bonds to the Bond Registrar and Paying Agent in substantially the form attached hereto as *Exhibit B* and to give notice or cause the Bond Registrar and Paying Agent to give notice to the original purchaser and owners of the prepaid maturities of the Series 2003-A Bonds at least 30 days prior to the expected redemption date.

Section 4. The officers and officials of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all other documents and take such other actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body.

ADOPTED by the governing body of the City this 9th day of April, 2015.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Event Notice Pursuant to SEC Rule 15c2-12(b)(5)(i)(C)

Issuer/Obligated Person: City of Hays, Kansas (the “Obligated Person”)

Issue to which this notice relates: \$1,815,000 City of Hays, Kansas, General Obligation Internal Improvement Bonds, Series 2003-A (the “Series 2003-A Bonds”)

CUSIP Numbers for Issue to which this notice relates:

<u>Series</u>	<u>Maturity</u>	<u>Rate</u>	<u>Par Amount</u>	<u>CUSIP</u>
Series 2003-A Bonds	September 1, 2015	3.70%	\$140,000	421038 WC0
Series 2003-A Bonds	September 1, 2016	3.80%	145,000	421038 WD8
Series 2003-A Bonds	September 1, 2017	3.90%	150,000	421038 WE6
Series 2003-A Bonds	September 1, 2018	4.00%	160,000	421038 WF3

Event Reported: Notice of Redemption of the Series 2003-A Bonds; see attached Notice of Call for Redemption

The information contained in this notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this notice is, or should be construed as, a representation by the Obligated Person that the information included in this notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person.

For additional information, contact:

Kim A. Rupp
Director of Finance
City of Hays, Kansas
P. O. Box 490
Hays, Kansas 67601
Phone: (785) 628-7300
Fax: (785) 621-2005

Date Submitted: April 10, 2015.

CITY OF HAYS, KANSAS

EXHIBIT B

SERIES 2003-A NOTICE OF REDEMPTION

April 10, 2015

VIA CERTIFIED MAIL

Treasurer of the State of Kansas [CERTIFIED MAIL]
Landon State Office Bldg.
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

Country Club Bank, n.a.
9400 Mission Road
Prairie Village, Kansas 66206

RE:

CALL FOR REDEMPTION

**\$1,815,000
CITY OF HAYS, KANSAS
GENERAL OBLIGATION INTERNAL IMPROVEMENT BONDS
SERIES 2003-A
DATED OCTOBER 15, 2003
(2015 through 2018 Maturities)**

Notice is hereby given pursuant to K.S.A. 10-129, as amended, and pursuant to the provisions of Article III of Resolution No. 449 (the "Bond Resolution") of the City of Hays, Kansas (the "Issuer") that the above mentioned bonds, more fully described in the attached Notice of Call for Redemption (the "Called Bonds"), have been called for redemption and payment on May 15, 2015.

The Bond Registrar and Paying Agent is hereby requested to disseminate the attached Notice of Call for Redemption in accordance with K.S.A. 10-129 and the Bond Resolution.

CITY OF HAYS, KANSAS

By _____
City Clerk

NOTICE OF CALL FOR REDEMPTION

**\$1,815,000
CITY OF HAYS, KANSAS
GENERAL OBLIGATION INTERNAL IMPROVEMENT BONDS
SERIES 2003-A
DATED OCTOBER 15, 2003**

Notice is hereby given to the registered owners of the above-captioned bonds (the “Bonds”) that pursuant to the provisions of Article III of Resolution No. 449 (the “Bond Resolution”) of the City of Hays, Kansas (the “Issuer”), that the Bonds have been called for redemption and payment on May 15, 2015 (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Bond Registrar and Paying Agent”). The Bonds are further described as follows:

<u>Series</u>	<u>Maturity</u>	<u>Rate</u>	<u>Par Amount</u>	<u>CUSIP</u>
Series 2003-A Bonds	September 1, 2015	3.70%	\$140,000	421038 WC0
Series 2003-A Bonds	September 1, 2016	3.80%	145,000	421038 WD8
Series 2003-A Bonds	September 1, 2017	3.90%	150,000	421038 WE6
Series 2003-A Bonds	September 1, 2018	4.00%	160,000	421038 WF3

On the Redemption Date there shall become due and payable, upon the presentation and surrender of the Bonds, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Interest shall cease to accrue on the Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP identification numbers shown above or printed on the Bonds. Said CUSIP identification numbers are included solely for the convenience of the owners of the Bonds.

Under the provisions of Section 3406(a)(1) of the Internal Revenue Code of 1986, as amended, paying agents making payments of principal on municipal securities may be obligated to withhold a 28% tax on the payment of principal to registered owners who have failed to provide the paying agent with a valid taxpayer identification number. Registered Owners of the Bonds who wish to avoid the imposition of the tax should provide a certified taxpayer identification number to the Paying Agent when presenting the Bonds for payment.

TREASURER OF THE STATE OF KANSAS

By _____
Paying Agent

This Notice of Redemption shall be mailed by certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, not less than 45 days prior to the Redemption Date and to Country Club Bank, n.a. Prairie Village, Kansas, the original purchaser of the Bonds, not less than 30 days prior to the Redemption Date. Notice shall also be given to certain repositories in order to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. Notice may also be given in accordance with guidelines set forth in Securities and Exchange Commission Release No. 34-23856, but such notice is not required by law. The Paying Agent shall notify the registered owners of the Bonds as provided in K.S.A. 10-129 as amended, and the Bond Resolution.