

**CITY OF HAYS COMMISSION MEETING  
THURSDAY, JULY 10, 2014 – 6:30 P.M.  
AGENDA**

1. Call to order by Chairperson.
2. **MINUTES**: Consider approval of the minutes from the regular meeting held on June 26, 2014 and the special meeting held on June 30, 2014. (PAGE 1)
3. **CITIZEN COMMENTS**: (non-agenda items).
4. **CONSENT AGENDA**: (Items to be approved by the Commission in one motion, unless objections are raised).  
**Business Resolution**: Best Western Butterfield Inn (PAGE 11)

**UNFINISHED BUSINESS**

(No business to review)

**NEW BUSINESS**

5. **13<sup>th</sup> STREET (MAIN TO MILNER) – DESIGN AGREEMENT**: Consider authorizing the City Manager to enter an agreement with Professional Engineering Consultants for engineering services related to the design of the reconstruction of 13<sup>th</sup> Street from Main to Milner to be funded out of Capital Projects. (PAGE 13)
6. **RESOLUTION MOVING CITY OF HAYS WATER STATUS FROM “WATER WARNING” TO “WATER WATCH”**: Consider approving Resolution No. 2014-008 moving the City of Hays water status from “Water Warning” to “Water Watch”. (PAGE 73)
7. **ADDENDUM TO THE MEMORANDUM OF AGREEMENT WITH THE HAYS FRATERNAL ORDER OF POLICE (FOP) LODGE 48 INC. FOR 2015**: Consider approving the Addendum to the Memorandum of Agreement with the Hays Fraternal Order of Police (FOP) Lodge 48 Inc. for 2015. (PAGE 75)
8. **DRAINING OF POOLS AND HOT TUBS**: Consider approving Ordinance No. 3886 exempting the draining of pools and hot tubs from the prohibition of water escaping the property, and imposing a fine for draining pools and hot tubs onto alleys. (PAGE 79)
9. **REPORT OF THE CITY MANAGER** (PAGE 85)
10. **COMMISSION INQUIRIES AND COMMENTS**
11. **EXECUTIVE SESSION (IF REQUIRED)**

12. **ADJOURNMENT**

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

MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF HAYS, KANSAS  
HELD ON JUNE 26, 2014

**1. CALL TO ORDER BY CHAIRMAN:** The Governing Body of the City of Hays, Kansas met in regular session on Thursday, June 26, 2014 at 6:30 p.m.

Roll Call: Present: Eber Phelps

Shaun Musil

Ron Mellick

Kent Steward

Absent: Henry Schwaller IV

Vice-Chairperson Phelps declared that a quorum was present and called the meeting to order.

**2. MINUTES:** There were no corrections or additions to the minutes of the regular session held on May 22, 2014; the minutes stand approved as presented.

**3. FINANCIAL STATEMENT:** Finance Director Kim Rupp reported that month-to-date general fund sales tax collections were at \$597,391 which is an increase of \$6,112 as compared to last year. This puts the year-to-date general fund sales tax collections down -\$35,468 or -1.18%.

The Finance/City Clerk's Office invested \$1,500,000 of maturing or renewing certificates with a weighted average interest rate of .21%. The portfolio of certificates of deposit on May 31, 2014 totaled \$52,550,000 with a weighted average interest rate of .23%. The total balance of the Money Market account on May 31, 2014 was \$1,000,000 with a current yield of .20%. Total investments are up \$2,500,000 when compared to this time last year.

Ron Mellick moved, Kent Steward seconded, that the Financial Statement for the month of May, 2014 be approved.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**4. CITIZEN COMMENTS:** Darrell Loreg, a Vietnam veteran, asked the Commissioners why the City's ban on fireworks couldn't be lifted after the recent rains. He also asked why a fireworks show was being allowed as part of the Wild West Festival, but individual citizens couldn't shoot fireworks.

Vice-Chairperson Phelps stated one of the reasons he supported the ban was the fact that the ban was maintained by the City of Ellis, the City of Victoria as well as Ellis County and he felt that would be difficult to enforce if not consistent. He also explained the Wild West Festival is a controlled event, where rural as well as city fire trucks are in place.

**5. CONSENT AGENDA:**

**A. Business Resolution:** Kent Steward moved, Shaun Musil seconded, that Resolution AR-01, Series 2014, being a resolution expressing appreciation to Live to Give Ministry, Inc. for establishing a new business (Bargain Hut) in the City of Hays, be approved.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**B. Cereal Malt Beverage License:** Ron Mellick moved, Shaun Musil seconded, to approve the Cereal Malt Beverage License for K's Homestyle Diner, LLC.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

## NEW BUSINESS

**6. COMMERCIAL INSURANCE RENEWAL – 2014/2015:** The City's Commercial Insurance Policy with BRIT Insurance will expire on July 1, 2014. Arthur J. Gallagher provides for critical insurance oversight for the City as the Insurance Broker. Requested quotes to various companies by Arthur J. Gallagher resulted in a responsive and responsible bid from our current carrier in the amount of \$191,699. The outcome of Gallagher's negotiation translates into a decrease in premium for the property and liability package of -2.5%. Additionally, alternative markets have been recommended for the Crime and Equipment Breakdown coverages furthering the premium decrease to \$189,663 or -3.5% if these options are selected.

Shaun Musil moved, Ron Mellick seconded, to authorize the City Manager to renew the 2014/2015 Commercial Insurance Policy with BRIT Insurance for the coverage presented and accept Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively, with an annual premium total amount not to exceed \$189,663 to be funded from the Intergovernmental Insurance and Surety line item.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**7. PROPOSALS FOR THE REPLACEMENT OF WATER PLANT BOILER:**

Proposals were received for replacement of the hot water boiler at the water treatment plant. After reviewing proposals with respect to equipment efficiency, warranty, control systems, costs, references for similar boilers, and the amount of space to be gained through the installation, staff recommends award of a contract to Shubert Heating & Air, Inc. in the amount of \$37,700 for the

installation of two HTP Elite boilers and the replacement of two existing gate valves.

The existing boiler dates to 1978 and no longer has available replacement parts. It is near the end of its useful life.

Kent Steward moved, Ron Mellick seconded, to award a contract to Shubert Heating & Air, Inc. in the amount of \$37,700 to include two HTP Elite EL-399 boilers, proposed appurtenances, and two gate valves to be funded from the Utilities Department/Water Treatment Production and Distribution Projects line item.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**8. HAYS REGIONAL AIRPORT TERMINAL RENOVATION – FAA GRANT**

**AGREEMENT:** On May 22, 2014, the City Commission approved the bid from Paul-Wertenberger Construction for Airport Terminal Construction/Remodel contingent on receipt of a Federal Aviation Administration (FAA) match grant. The FAA Regional Office has authorized a grant for the Airport in the total amount for construction and construction engineering of \$1,386,685 with FAA paying \$920,133 and the City share of \$466,552.

Staff recommends accepting the grant offer from FAA with City match as: \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund, and directs the City Manger to enter into agreement with Paul-Wertenberger Construction for the base bid plus alternates #1 and #8 totaling \$1,220,185.

Ron Mellick moved, Kent Steward seconded, to authorize the City Manager to enter the agreement with FAA for the grant funding of \$920,133 of the costs for the construction and construction engineering of the terminal improvements with City match of \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**9. HAYS REGIONAL AIRPORT TERMINAL RENOVATION –**

**CONSTRUCTION ENGINEERING AGREEMENT:** The FAA has awarded a grant to renovate the Airport Terminal Building. Inspection and observation of the construction needs to be accomplished according to FAA guidelines to satisfy the terms of the grant funding and to assure proper adherence to the plans and quality construction. The City's Airport Engineering Consultant, Burns and McDonnell, has presented a scope of services and fees to accomplish the required construction oversight and project documentation. The cost for said services is \$165,000 and included in the funding scenario covered under the FAA Grant for Terminal Renovation Project.

The cost for construction phase engineering services to be provided by Burns and McDonnell is \$165,000; of which, FAA will fund 90% of the cost of eligible items. Since there are several pro-rated and ineligible items of work, the amount to be funded by FAA is \$98,010 leaving \$66,990 to be funded by the City.

Shaun Musil moved, Ron Mellick seconded, to approve the Work Authorization from Burns and McDonnell in the amount of \$165,000, and authorize the City Manager to execute Authorization No. 6.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**10. ADDENDUM TO THE MEMORANDUM OF AGREEMENT WITH THE HAYS SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 513**

**FOR 2015:** The City of Hays and the SEIU Local 513 have an agreement for fiscal year 2015 Wages, and Administration of the Pay Plan. The agreement states the City will provide members of the SEIU bargaining unit with a one-time

2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

Kent Steward moved, Shaun Musil seconded, to authorize the Mayor, City Manager, as well as Directors of Parks, Public Works, and Utilities to sign the 2015 Addendum to the 2013 through 2015 SEIU Contract.

Vote: Ayes: Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

**11. PROGRESS REPORT:** Assistant City Manager Paul Briseno presented a monthly report of city-related activities, services and programs.

**12. REPORT OF THE CITY MANAGER:** The City Manager had nothing to report.

**13. COMMISSION INQUIRIES AND COMMENTS:** Commissioner Steward commented that the reason we are allowing fireworks at the Wild West Festival is because we don't want to deprive people of the opportunity to celebrate in a traditional way with fireworks and in that controlled safe environment that was the one exception we could make.

John Pyle asked to address the Commissioners regarding the fireworks ban. He stated it is hard to convince the public we have a fireworks ban because of the dry, drought conditions given the recent rains, and asked why we still have the ban in place.

Commissioner Steward replied we have had a lot of rain, but we are not out of the drought. He is concerned if the fireworks ban is lifted, the public could think the drought was over and not conserve water.

Commissioner Mellick thanked I D Creech, Director of Public Works, and his staff for all the work they have done in getting this airport renovation up and going. He thinks this is great for our new airline coming August 1<sup>st</sup> and this is a big improvement for the community.

Vice-Chairperson Phelps commented that the Chamber Chat at the Airport last week was well attended and there is anticipation in the community for the

improvements to be made at the airport. He also thanked the Public Works Department on the clean-up after the recent wind storm.

The meeting was adjourned at 7:26 p.m.

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

Brenda Kitchen – City Clerk

MINUTES OF A SPECIALMEETING  
OF THE GOVERNING BODY OF  
THE CITY OF HAYS, KANSAS  
HELD ON JUNE 30, 2014

**SPECIAL MEETING TO DISCUSS THE SALE AND USE OF FIREWORKS**

**CALL TO ORDER BY CHAIRMAN:** The Governing Body of the City of Hays, Kansas met in special session on Monday, June 30, 2014 at 5:30 p.m.

Roll Call: Present: Henry Schwaller IV  
Eber Phelps  
Shaun Musil  
Ron Mellick  
Kent Steward

Chairperson Schwaller declared that a quorum was present and called the special meeting to order.

Henry Schwaller IV moved, Shaun Musil seconded, that the City of Hays remove the temporary ban and reinstate in its entirety Section 32-76 regulating the sale and use of fireworks in the City of Hays, Kansas.

Roy Herman, representing Taz Fireworks, spoke in favor of removing the ban on the sale and use of fireworks. He stated he has a fireworks stand in Russell and would have products available for sale in Hays if the ban were lifted.

Commissioner Steward commented that he would agree to lift the ban, but is concerned that by lifting the ban citizens would think we are out of the drought. He stated if we continue to conserve water we can put the expense of bringing water from Edwards County into the future. He wants everyone to enjoy fireworks this year, but not be confused about the water situation we are dealing with.

Commissioner Mellick stated that with all the rain he has no problem allowing fireworks this year as long as people are respectful of others and obey the rules set out.

Commissioner Musil has been in favor of lifting the ban on the sale and use of fireworks, but also requested that citizens be respectful and clean up their mess.

Commissioner Phelps has been opposed to lifting the ban because of enforcement issues and wanted to be consistent with Ellis County and other cities in the area.

Chairperson Schwaller clarified if the sale and use of common fireworks within the city limits is permitted by the City Commission it shall be limited to sale on July 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> only. Consumer use of fireworks within the city limits will be limited to July 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> between the hours of 10:00 a.m. and 11:00 p.m. on each of those days.

Vote: Aye: Henry Schwaller IV

Shaun Musil

Ron Mellick

Kent Steward

No: Eber Phelps

The meeting was adjourned at 5:42 p.m.

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

Brenda Kitchen – City Clerk



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

**COMMISSION AGENDA ITEM NO. 4**

**MEETING DATE: 7-10-14**

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**TOPIC:**

Business Resolution

**ACTION REQUESTED:**

Consider adopting Business Resolution AR-02, Series 2014, expressing appreciation to a new owner of a Hays business.

**NARRATIVE:**

Peter Shimondle has assumed ownership of the Best Western Butterfield Inn located at 1010 East 41<sup>st</sup> Street in Hays.

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

Mayor Schwaller

**ADMINISTRATION RECOMMENDATION:**

Adopt the Business Resolution.

**COMMITTEE RECOMMENDATION(S):**

None

**ATTACHMENTS:**

Business Resolution No. AR-02, Series 2014

RESOLUTION NO. AR – 02

Series of 2014

**A RESOLUTION EXPRESSING APPRECIATION TO A NEW OWNER OF A HAYS BUSINESS**

*WHEREAS, in order to maintain a viable economic base in the City of Hays, it is vital that present businesses continue in operation, and;*

*WHEREAS, Peter Shimondle has helped to maintain Hays' economic base by assuming ownership of an existing business, Best Western Butterfield Inn.*

*NOW THEREFORE, be it resolved by the City Commission of the City of Hays, as follows:*

*The City Commission of the City of Hays does hereby express the appreciation of the people of Hays to*

***Peter Shimondle***

*for his help in maintaining Hays' viable economic base and his expression of confidence in the City of Hays by assuming ownership of a Hays business:*

***Best Western Butterfield Inn***

*The City Commission, on behalf of the citizens of Hays, wishes him many successful years in business.*

**ADOPTED THIS 10<sup>TH</sup> DAY OF JULY, 2014**

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*Henry Schwaller, IV*  
*Mayor*

**ATTEST:**

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*Brenda Kitchen*  
*City Clerk*

# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5

MEETING DATE: 7-10-14

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**TOPIC:**

13<sup>th</sup> Street, Main to Milner – Design Agreement

**ACTION REQUESTED:**

Authorize the City Manager to enter an agreement with Professional Engineering Consultants in the amount of \$95,000 for Engineering Services related to the design of the reconstruction of 13<sup>th</sup> Street from Main to Milner to be funded out of Capital Projects.

**NARRATIVE:**

In May, staff brought forward concepts and alternatives for the reconstruction of 13<sup>th</sup> Street from Main to Milner. Subsequently the City Commission directed staff to solicit proposals for engineering design services. Proposals were received from four (4) firms with the lowest cost proposal coming from Professional Engineering Consultants of Wichita in the amount of \$95,000. Staff recommends that the City Commission authorize the City Manager enter an agreement with PEC to be funded out of Capital Project.

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

Toby Dougherty, City Manager  
ID Creech, Director Public Works

**ADMINISTRATION RECOMMENDATION:**

Staff recommends the City Commission Authorize the City Manager to enter an agreement with PEC for Engineering Services

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Staff Memo  
Excerpts from May 8, 2014 City Commission Meeting  
Request for Proposals  
PEC Response to RFP  
Engineering Service Agreement

# Commission Work Session Agenda

## Memo

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

**Work Session:** July 3, 2014

**Subject:** 13<sup>th</sup> Street, Main to Milner – Design Agreement

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

### Summary

In May, staff brought forward concepts and alternatives for the reconstruction of 13<sup>th</sup> Street from Main to Milner. Subsequently the City Commission directed staff to solicit proposals for engineering design services. Proposals were received from four (4) firms with the lowest cost proposal coming from Professional Engineering Consultants of Wichita in the amount of \$95,000. Staff recommends that the City Commission authorize the City Manager enter an agreement with PEC to be funded out of Capital Project.

### Background

Since the fall of 2013, staff has been developing a project to reconstruct 13<sup>th</sup> Street from Main to Milner. At the September 26, 2013 City Commission meeting, \$1,500,000 was transferred from Financial Policy Projects to a Capital Projects fund to finance the cost of engineering and construction to improve 13<sup>th</sup> Street from Main to Milner. Subsequently, Driggs Design Group (DDG) was hired to develop concept plans and cost estimates.

During the Concept Planning stage, DDG assessed the site, collected data, developed concepts, and calculated estimates of cost. DDG and city staff contacted stakeholders along the project, and a public information meeting was held on March 5, 2014 to present details of the project and solicit comments. Subsequently, surveys were mailed to all property owners along the corridor, and a presentation was made to the DHDC.

At the May 1, 2014 work session, and again at the May 8, 2014 Regular Meeting of the City Commission, Buck Driggs and City Staff presented various alternatives to chose from. Those options included:

- Base Option –  
Reconstructing just the street and intersections \$1,498,208
- Storm Sewer Improvements \$302,198
- Water Service Upgrades \$39,688
- A – Additional Curb, Sidewalk & Parking \$204,000
- B – Brick Street from Main to Oak \$150,480
- C – Brick Crosswalks at all intersections \$13,500

- ~~D – Landscape Planters (low/no water vegetation) ————— \$21,600~~
- E – Monument Sign \$10,200
- ~~F – Upgrade Traffic Signal at 13<sup>th</sup> and Main ————— \$168,000~~
- G – Decorative Street Lights \$142,200

The City Commission directed staff to solicit an engineering firm to proceed with design for the reconstruction of 13<sup>th</sup> Street from Main to Milner to include the Base Option, Storm Sewer Improvements, Water Service Upgrades, and Alternates A, B, C, E, & G. The alternates would be designed and bid as add-ons to be considered for construction during after construction bids are received. **See attached Excerpts from the Minutes of the May 8, 2014 Meeting.**

### Discussion

Following City Commission direction, staff solicited proposals from engineering firms for the design services. **See attached Request for Proposals**

Proposals were received from four firms as follows:

- **Professional Engineering Consultants (PEC) \$95,000**
- Cook, Flatt & Strobel (CFS) \$98,500
- Wilson & Company \$130,000
- Driggs Design Group \$169,060

**See attached response from PEC.**

The Scope of Services includes engineering design of the project through bid letting, pre-construction meetings, and review of contractor submittals. Inspection of the project is to be completed in-house. Additional technical services during construction, if necessary, would be additional work, or done under separate contract. **See attached Engineering Service Agreement.**

The current design schedule calls for a bid opening in January 2015 with construction during the 2015 construction season.

### Legal Consideration

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

### Financial Consideration

The cost estimate for the project plus add-ons specified by the City Commission at the May 8<sup>th</sup> meeting totals a little over \$2 million. In 2013, \$1,500,000 was transferred from Financial Policy Projects to Capital Projects to help fund this project. Depending on bid prices and the add-ons ultimately chosen, additional funding may be required. Another \$342,000 or so will be needed to fund improvements to storm sewer and water services.

The \$95,000 cost of Design Engineering is included in the above cost estimates, and would be paid out of the Capital Projects fund.

## **Options**

The City Commission has the following options:

- Authorize the City Manager to enter an agreement with PEC for Engineering Services.
- Do nothing

## **Recommendation**

Staff recommends the City Commission Authorize the City Manager to enter an agreement with PEC for Engineering Services

## **Action Requested**

Authorize the City Manager to enter an agreement with Professional Engineering Consultants in the amount of \$95,000 for Engineering Services related to the design of the reconstruction of 13<sup>th</sup> Street from Main to Milner to be funded out of Capital Projects.

## **Supporting Documentation**

Excerpts from May 8, 2014 City Commission Meeting  
Request for Proposals  
PEC Response to RFP  
Engineering Service Agreement

City Manager Toby Dougherty stated he has discussed the process of handling funds collected for the project with Finance Director Kim Rupp and we have no problem holding and tracking the segregation of the funds brought in, but if the intent of the person making the donation is to get a letter for a tax deductible donation we wouldn't provide this for anything less than \$100.00.

Commissioner Mellick asked about a time limit for the fund raising.

Derek Hadley stated a minimum of 2 years and a maximum of 5 years is usually sufficient.

Eber Phelps moved, Shaun Musil seconded, to approve the general concept of expanding/improving the current skate park at Aubel-Bickle Park and allowing the Western Kansas Skate Park Committee to solicit donations towards expansion/improvements to the skate park with the stipulation that they raise the money for the first phase within two years

Commissioner Mellick wondered if Commissioner Phelps would want to put an end date of five years so it is not open ended.

Eber Phelps amended his motion to include that the entire project be completed within a two to five year period; Shaun Musil agreed to amend his second.

Vote: Ayes: Henry Schwaller IV

Eber Phelps

Shaun Musil

Ron Mellick

Kent Steward

**6. 13<sup>TH</sup> STREET (MAIN TO MILNER):** The 2012 Comprehensive Plan update identified 13<sup>th</sup> Street from Main Street to Milner as an entry corridor to downtown that needs improvement. \$1.5 million has been set aside in a capital project fund for the reconstruction of these four blocks of 13<sup>th</sup> Street. Driggs Design Group has developed concept plans and cost estimates; stakeholders along the project were contacted; a public information meeting was held; and a presentation made to the Downtown Hays Development Corporation (DHDC) Board. The City

Commission is being asked to consider staff's recommendation for additional funds and authorize solicitation of engineering design services.

City Manager Toby Dougherty clarified that we don't need a final decision on amenities for this project tonight, just the approval to go forward with the concept.

Buck Driggs with Driggs Design Group presented the options along with details of his assessment, the results of the survey, and answered questions from the Commissioners. He stated the pavement is reaching the end of its life expectancy and is in poor condition.

At the September 26, 2013 City Commission meeting, \$1,500,000 was transferred from Financial Policy Projects to a Capital Projects fund to pay the cost of engineering and construction of this project. The most economical cost estimate (Base Option) has a cost, including engineering, of \$1,498,208. The preliminary cost estimate for Storm Sewer improvements is \$302,198. This would need to be funded from the Stormwater Management Fund. The preliminary cost estimate to upgrade Water Services is \$39,688. This would need to be funded from Water and Sewer Capital Reserve Fund.

Other amenities or Add Alternates being presented, but currently unfunded include:

- A – Additional Curb, Sidewalk & Parking \$204,000
- B – Brick Street from Main to Oak \$150,480
- C – Brick Crosswalks at all intersections \$13,500
- D – Landscape Planters (low/no water vegetation) \$21,600
- E – Monument Sign \$10,200
- F – Upgrade Traffic Signal at 13<sup>th</sup> and Main \$168,000
- G – Decorative Street Lights \$142,200

The above costs are only preliminary estimates; more specific amounts would be developed during the design phase.

Kent Steward moved, Shaun Musil seconded, to authorize staff to solicit an engineering firm to proceed with design for the reconstruction of 13<sup>th</sup> Street

from Main to Milner to include the Base Option, Storm Sewer Improvements, Water Service Upgrades, and Alternate A, B, C, E, and G.

Commissioner Phelps clarified this is conceptual and when we see more accurate cost estimates we will decide at that time to include the add ons.

Chairperson Schwaller was concerned with the engineering costs with adding alternates that we may or may not pursue. He also stated he would like to wait and implement a cohesive look for downtown rather than focus on four blocks of 13<sup>th</sup> Street. The price tag for engineering a design for just the lighting is an estimated \$14,000. He also wanted to clarify that the project would be paid for in cash, and taxes would not increase.

Vote: Ayes: Eber Phelps

Shaun Musil

Ron Mellick

Kent Steward

No: Henry Schwaller IV

**7. 2014 WATERLINE IMPROVEMENTS (HICKORY AND ASH) – AWARD OF**

**BID:** Bids were opened on April 16, 2014 for the replacement of city water mains on Hickory and Ash from 27<sup>th</sup> to 29<sup>th</sup> Street. The low bidder for Hickory and Ash Streets is Stripe and Seal of Hays in the amount of \$233,458. The contractor indicated an October 1, 2014 start date to be completed in 60 working days.

Shaun Musil moved, Ron Mellick seconded, to authorize the City Manager to enter a contract with Stripe and Seal in the amount of \$233,458 for waterline improvements on Hickory and Ash from 27<sup>th</sup> Street to 29<sup>th</sup> Street. Funding would be from Water and Sewer Capital Reserve Fund.

Vote: Ayes: Henry Schwaller IV

Eber Phelps

Shaun Musil

Ron Mellick

Kent Steward

**8. 2014 WATERLINE IMPROVEMENTS (ELM STREET FROM FORT TO 4<sup>TH</sup>**

**STREET) – AWARD OF BID:** Bids were opened on April 16, 2014 for the

***City of Hays***  
***Request for Proposals***

***COH Project 2013-22***  
***13<sup>th</sup> Street Improvements – Main to Milner***  
***Design Engineering Services***

***Date of Issue: May 12, 2014***

***Proposal Due Date: May 28, 2014***

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## 1. Introduction

The City of Hays invites your firm to submit a written proposal to provide Engineering Services related to improvements to 13<sup>th</sup> Street from Main to Milner in Hays, KS.

The 2012 City of Hays Comprehensive Plan update called for improving gateway (corridor) leading to the Chestnut Street District (Downtown Hays). 13<sup>th</sup> Street from Main to Milner has been identified as a gateway to downtown that could use improvement. In addition to being called out in the Comprehensive Plan for aesthetic improvement, this stretch of 13<sup>th</sup> Street also ranked high in the in the priority of streets to have pavement improvement based on a low Pavement Condition Index (38) combined with traffic volume (7000 vpd) and street classification (arterial).

Driggs Design Group was hired by the City to perform Concept Phase Services. The City Commission reviewed concepts and on May 8, 2014 defined the scope of the project, and directed staff to solicit bids for design services.

The scope of the project is includes: The reconstruction of 13<sup>th</sup> Street from Main Street to Milner, to include all pavement, parking lanes, curbing, intersection returns, sidewalk, stormwater infrastructure, new water services, brick street from Main to Oak, Brick Crosswalks at all intersections, Downtown Chestnut Street District Monument Sign, and street lighting upgrades. Project is further detailed in **Exhibit A**.

Currently, 100% of funding is expected to be local, and state/federal funding is not anticipated.

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

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

## 2. Rules of Preparation

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

## 3. Proposer Inquiries

The Public Works Department of the City of Hays has prepared this RFP and has designated the Assistant Director of Public Works, John Braun, as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to:

John Braun, Assistant Director of Public Works  
City of Hays Public Works Department  
1002 Vine Street  
Hays, Kansas 67601  
(785) 628-7350 office  
(785) 628-7352 fax  
[johnbraun@ruraltel.net](mailto:johnbraun@ruraltel.net)

To ensure a timely response, questions requiring a response should be faxed or e-mailed to the Project Manager at the specified number or address above.

No inquiries will be accepted after noon on May 23, 2014. If necessary, the City will issue a revision to the RFP by 8:00 am on May 27, 2014.

#### 4. Submission of Proposals

Please prepare and submit two (2) copies of the proposal. Completed proposals should be clearly marked "**13<sup>th</sup> Street Proposal**" and be submitted no later than **3:00 P.M. May 28, 2014, to the City Clerk, 1507 Main Street, PO Box 490, Hays, KS 67601.**

Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm.

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

#### 5. Notification of Withdrawal of Proposal

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

#### 6. Minimum Specifications/Scope of Services

Proposals should address all engineering services necessary to complete the project as detailed in **Exhibit B – Scope of Services.**

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

#### 7. Contractual Obligations

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

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

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

- a. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate
- b. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident

- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence
- d. Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate

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

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

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

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

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

## **9. Evaluations**

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Hays at the lowest possible cost. The City does not intend to short list or interview. City reserves the right to request additional information about qualifications from any firm during the evaluation period.

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

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

## **11. Pre-proposal Conference**

There will be no pre-proposal conference.

## **12. Interpretations and addenda**

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

## **13. Projected Schedule of Events**

Release of RFP Document	<u><i>May 12, 2014</i></u>
Pre-proposal Conference	<u><i>none</i></u>
Last day to submit proposals	<u><i>May 28, 2014</i></u>
City Commission Work Session	<u><i>June 19, 2014</i></u>
Anticipated Notice to Proceed	<u><i>June 27, 2014</i></u>
Anticipated Construction Bid Opening	<u><i>January 2015</i></u>

## 14. Proposal Response Format

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

Proposals shall consist of the following:

- completed proposal sheet from Exhibit C.
- *Client References* - Provide at least three client references for projects similar in nature, size or complexity to that described in this RFP.
- *Contract Terms and Conditions* - This section is to contain the firm's sample agreements for Engineering Services. This section is intended to form the basis for the development of an Engineering Service Agreement to be awarded as a result of the RFP.
- *Responses to Functional Requirements* (optional) – This would be information regarding project approach and unique elements of the proposed project. Notes of explanation or clarification must be included with specific reference to any exceptions to the requirements of the RFP or items in question.
- *Standard Hourly Rate Schedule* – Listing of current hourly rates and fees, overhead, etc.

**Expensive bindings, color displays, promotional material, etc., are not necessary or desired – above listed attachments clipped to Exhibit C will suffice. Submit two copies of everything.**

## 15. Confidentiality of Documents

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

## 16. Legal Notice

### Required Contractual Provisions

Unless specifically waived in its request for bids or request for proposals, or included as alternate provisions to be bid or proposed, the City of Hays, Kansas, shall not award contracts nor let bids to individuals or entities unless the vendor, contractor or individual agrees to indemnify and hold the City of Hays, Kansas, harmless from any and all losses, damages or expenses of any kind arising out of any and all claims, demands, or causes of action initiated against the City of Hays, Kansas, by competing entities bidding on the project which is the subject of the contract.

### Prohibited Contractual Provisions.

Unless specifically waived in its request for bids or request for proposals, or included as alternate provisions to be bid or proposed, the City of Hays, Kansas, shall not award contracts nor let bids to individuals or entities which attempt to do

any of the following or include any of the following in the proposed contract:

- 1) Any diminishment of the common law or statutory standard of care, limitation of liability, or other attempt to reduce responsibility for mistake, error, or negligence of any type on the part of the vendor, contractor or individual.
- 2) Attempts to limit liability for breach of contract or negligent performance to the amount of the payment to the contractor by the city.
- 3) Attempt to claim ownership of intellectual property created during the performance of the contract with the city.
- 4) Arbitration agreements.
- 5) Provision for damages for breach by owner contrary to common law or statute including, but not limited to, any attempt to provide for attorney fees as part of recoverable damages.
- 6) Attempt to designate any forum or venue for resolution of disputes other than Ellis County District Court, Kansas.
- 7) Any other attempted reallocation of risk contrary to common law or statute.
- 8) Any attempt to eliminate the city's ability to collect consequential, exemplary or punitive damages, or any other measure of damages permitted by law, in an action against the vendor, contractor or individual for breach of contract.

Prohibited Acts.

Unless specifically permitted to do so by the request for bids or request for proposals, no vendor, contractor or individual submitting proposals or bids to the City of Hays, Kansas, shall attempt to insert any of the contractual provisions prohibited by Section 2-577 into any contracts or agreements proposed to the City of Hays, Kansas.

Penalty for Violation of Article.

Any vendor, contractor or individual who, without the express permission of the City Manager of the City of Hays, Kansas, proposes to enter into or enters into a contract with the City of Hays, Kansas, which omits any of the contract provisions required by Section 2-576 of this article or contains any of the contract provisions barred by Section 2-577 of this article, may be found by the City Manager of the City of Hays, Kansas, to be in violation of this article and vendors, contractors or individuals found to be in violation of this article may be barred from bidding on future contracts with the City of Hays, Kansas.

Conflict Between Article and Contract

To the extent any contract entered into by or on behalf of the City of Hays, Kansas omits any of the contract provisions required by Section 2-576 of this article, the article will prevail and the required contract provisions will be read into the contract. To the extent any contract entered into by or on behalf of the City of Hays, Kansas contains any of the

contract provisions barred by Section 2-577 of this article, the article will prevail and the offending provisions shall be null and void and shall be unenforceable as to the City of Hays, Kansas.

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

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

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

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

At any time, the City may elect to abandon the project. At that time, the consultant would be compensated for all work previously completed.

Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of the City of Hays.

Exhibit A

(insert Concept Plan)



## 13<sup>th</sup> Street Main to Milner

- Excerpts from Presentation given to the City Commission on May 8, 2014.
- City Commission authorized hiring Engineer to Design Base Option plus alternates A, B, C, E, & G.



## EFFORTS TO DATE

### KEY EFFORTS TO DATE

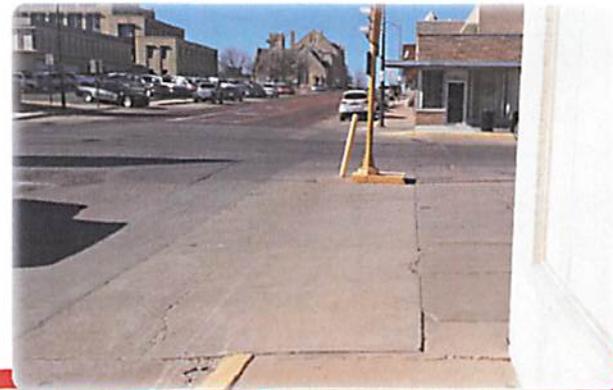
- Data Collection / Site Assessment
- Traffic Counts & Accident Analysis
- Evaluate Streetscape Amenities
- Geotechnical Investigation
- Explored Concepts
- Developed Preliminary Cost Estimates





## DATA COLLECTION / SITE ASSESSMENT

- City/County GIS Information
- Public & Private Utilities
- Reviewed Existing Master Plans
- Talked with Various Stakeholders



**13<sup>th</sup> Street Improvement Project** (Main Street to Milner Street)

**Your Success is Our Success!**



# TRAFFIC COUNTS & ACCIDENT ANALYSIS

- Traffic Level of Service
  - Approximately 8,000 vehicles per day
  - Accident History
  - Accident Reports Acquired from the Hays Police Department



THREE YEAR ACCIDENT HISTORY		
Accident Location	Number of Accidents	Number of Injuries
13 <sup>th</sup> & Main	7	2
13 <sup>th</sup> & Oak	2	
13 <sup>th</sup> & Pine	1	
13 <sup>th</sup> & Allen	10	3
13 <sup>th</sup> & Milner	1	
<b>Total</b>	<b>21</b>	<b>5</b>



## PAVEMENT CONDITIONS

- Ranked #6 on 2011 Pavement Condition Assessment
- Pavement Nearing its Expected Life Expectancy
- Center Asphalt Area in Poor Condition
- Geotechnical Evaluation Completed





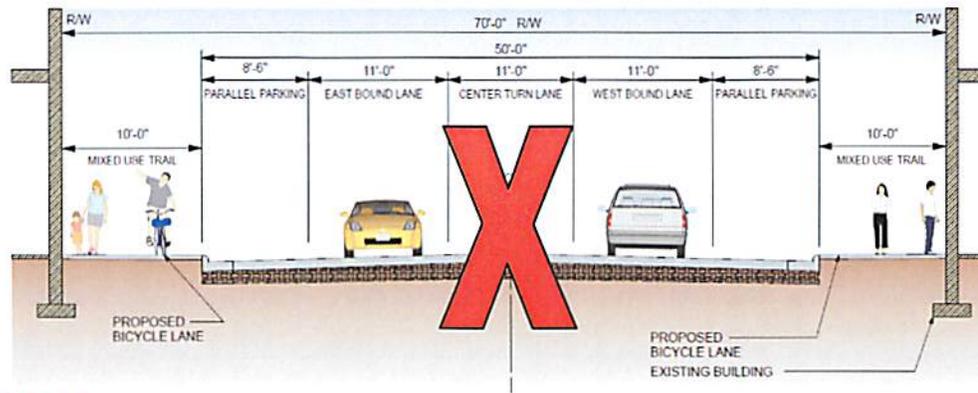
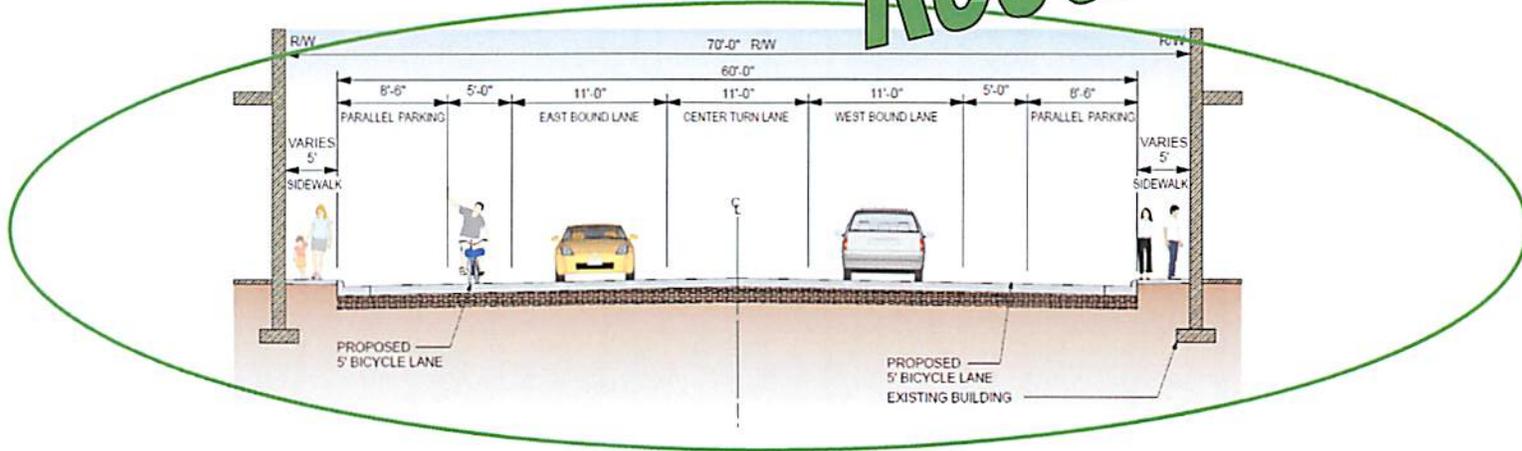
## POTENTIAL OPTIONS

- Various Concepts Originally Developed
  - Sidewalk width and Bike lane location varied.
- Cost Estimates for Each Option and Amenity Developed
  - Includes a 10% Contingency
  - Includes a 10% Allowance for Engineering Services
- Storm Sewer Improvements Funded Separately from the Storm Water Fund
- Water Service Upgrades Funded Separately from the Water/Sewer Fund



# BIKE LANE OPTIONS

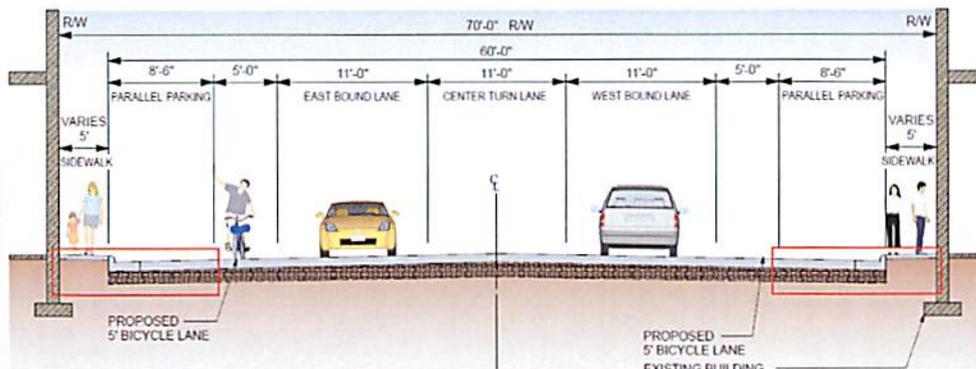
# Recommended





## BASE PLAN

Replace only driving lanes and intersections. Leave most parking, curb and sidewalk in place. 5' Bike Lane in street on both sides.



Leave existing sidewalk, curb & parking between intersections.

**COST – \$1.5 Million**

***Your Success is Our Success!***



## STORMWATER INFRASTRUCTURE

- Lincoln Draw Crossing at Oak Street
  - Underground to remain
- Pine Street to Milner Street
  - Remove & Replace with Upgrades

**COST – \$302,198**





## WATER SERVICE & METER UPGRADES

- 12 Water Meter Identified
- Install New Water Service Lines
- Install New Water Meters

**COST – \$39,688**

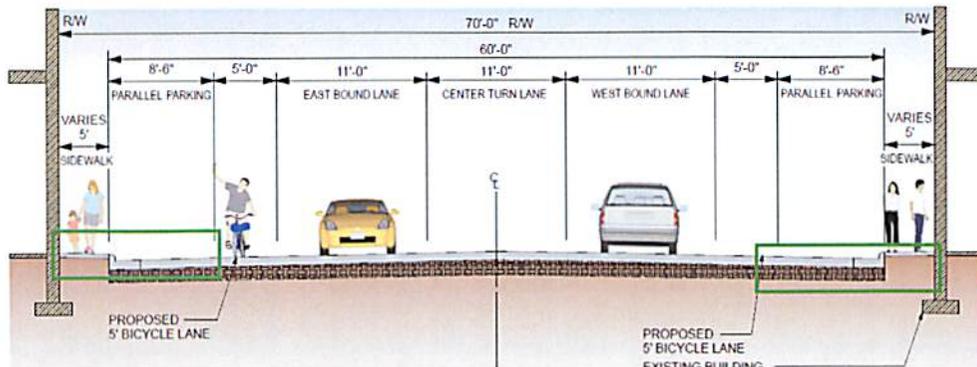
**Note: Cost may increase, due to more meter services.**





## ADD ALTERNATE A

Replace all pavement including sidewalk, curb and parking the entire length of the project.



Add Alternate A: Reconstruct all sidewalk, curb & parking between intersections

**ADDITIONAL COST \$204,000**

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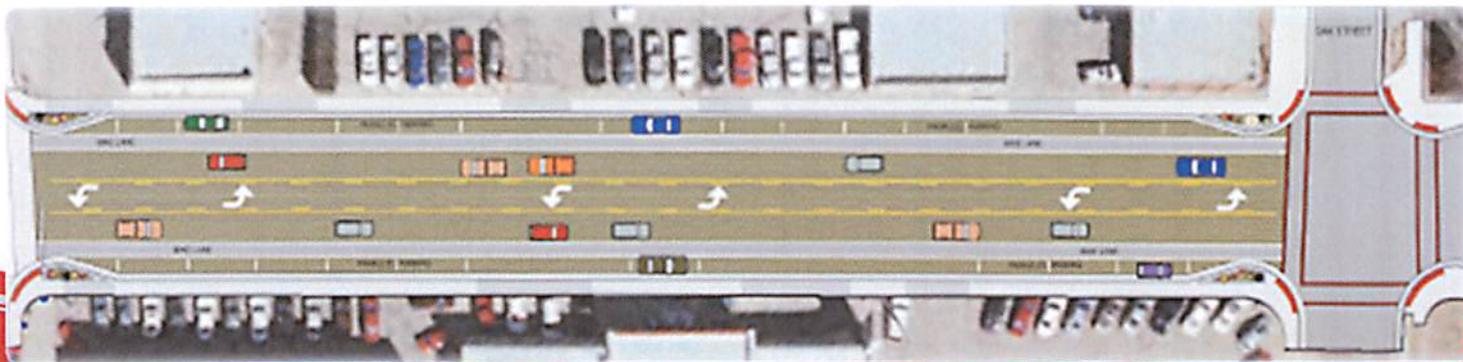
## ADD ALTERNATES B & C BRICK ACCENTS

Alt B - Inlaid Brick Pavement Main to  
Oak

**Estimated Cost = \$150,480**

Alt C - Brick Crosswalks at all  
intersections

**Estimated Cost \$ 13,500**





## ADD ALTERNATES D & E LANDSCAPE PLANTERS & MONUMENT SIGN

- Concrete Planter Boxes
- Low/No Water Vegetation

**Alt D - Estimated Cost of Landscape Planters = \$21,500**

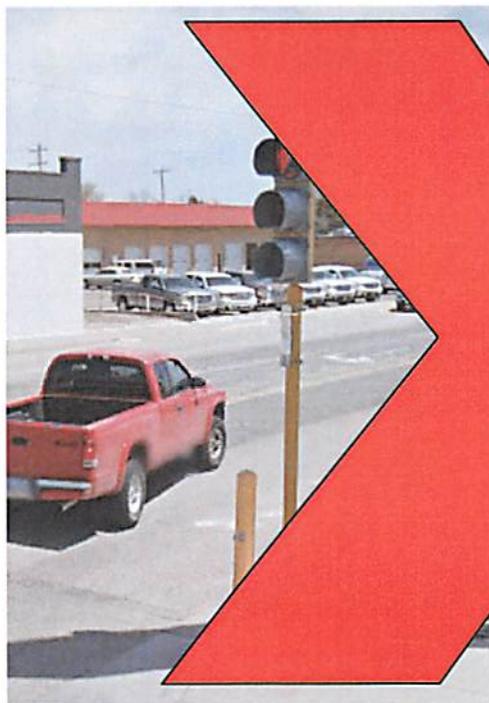
\$ 5,400/each at 4 locations: 2 east side of Main and 2 west side of Oak.

**Alt E - Estimated Cost of Monument Sign = \$10,200**





# ADD ALTERNATE F DECORATIVE TRAFFIC SIGNAL AT 13<sup>TH</sup> AND MAIN



Existing at 13<sup>th</sup> & Main



Upgrade to like the one at 8<sup>th</sup> and Main

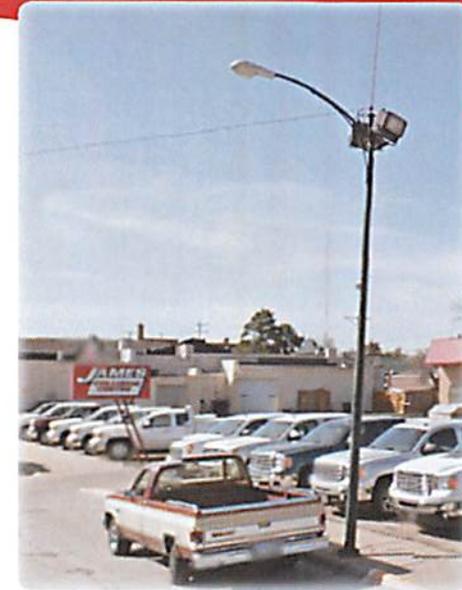
***Alt F - Estimated Cost of Upgrade = \$ 168,000***



## ADD ALTERNATE G DECORATIVE STREET LIGHTS

- Match 8<sup>th</sup> Street & Downtown
  - Decorative from Main to Oak
  - New Standard Steel Poles from Oak to Milner

***Alt G - Estimated Cost of Upgrade  
= \$142,200***



13<sup>th</sup> Street Existing



8<sup>th</sup> Street Decorative



## Base Option





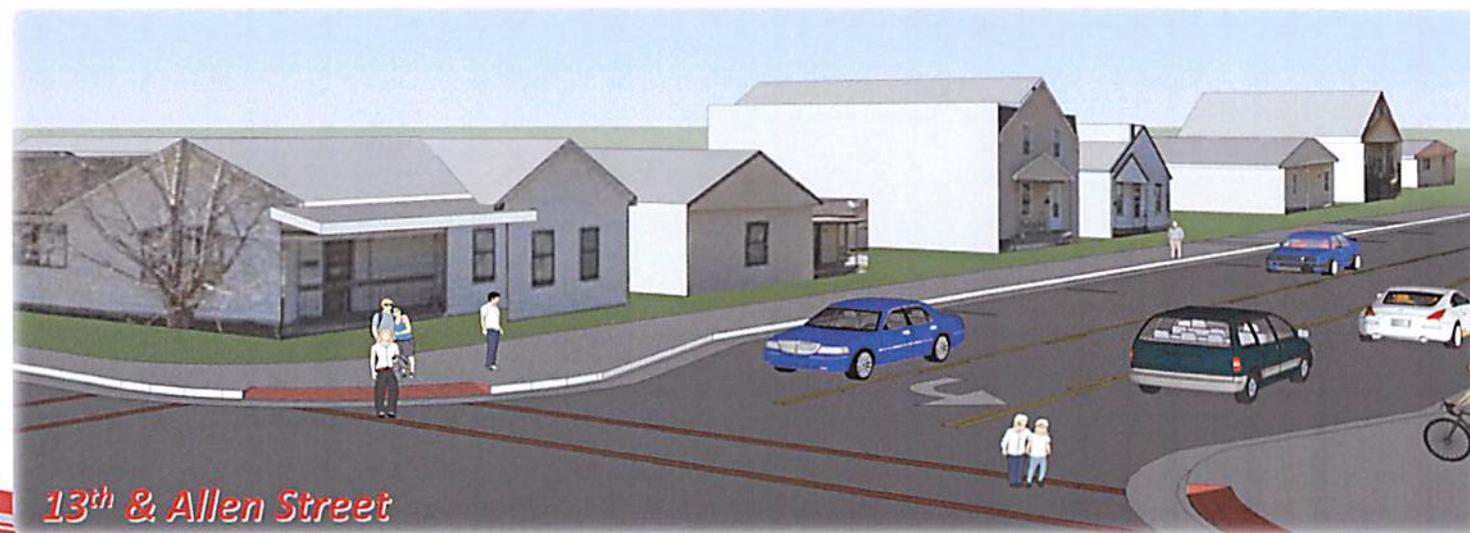
### Base Option Cost Estimates

Street Improvements	\$ 1,498,208
Storm Sewer Improvements*	\$ 302,198
Water System Improvements**	\$ 39,688
<b>Total</b>	<b>\$1,840,094</b>

*\*Funded Separately from Storm Water Fund*

*\*\*Funded Separately from Water/Sewer Fund*

*NOTE: Each improvement category listed above includes a 10% contingency and a 10% allocation for engineering services*



**13<sup>th</sup> Street Improvement Project** (Main Street to Milner Street)

**Your Success is Our Success!**



Streetscape Cost Comparison	
Construction Items	Estimated Costs
<b>STREET CONSTRUCTION</b>	
Alternate A – Additional Curb & Gutter, Sidewalk & Parking Entire Length of Project	\$ 204,000
<b>BRICK ACCENTS</b>	
Alternate B - Brick Street Inlay	\$ 150,480
Alternate C - Cross Walk Brick Inlay	\$ 13,500
<b>LANDSCAPE AMMENITIES</b>	
Alternate D - Concrete Planters (4 Locations)	\$21 <del>X</del> 00
Alternate E – Monument Sign	\$10,200



Streetscape Cost Comparisons (Cont.)	
Construction Items	Estimated Costs
<b>ELECTRICAL SYSTEMS</b>	
Alternate F - Traffic Signal Installation	<del>\$ 168,000</del>
Alternate G - Decorative Street Lights	\$142,200

*NOTE: All Streetscape Line Items Include a 10% Contingency and a 10% Allocation for Engineering*



## Commission Direction

- Base Option with \$1.5M already set aside
- Stormwater Improvements funded from Stormwater Management Fund
- Water Service Upgrades funded from Water/Sewer Capital
- Alternates A, B, C, E, &G to be designed and bid as alternates and considered for construction based on bid prices.

**SCOPE OF SERVICES  
TO BE PROVIDED BY THE CONSULTANT**

Provide Engineering Services related to the preparation of construction plans and bid documents for the proposed reconstruction of 13<sup>th</sup> Street from Main to Milner (4 city blocks) according to the Minimum Design Standards as set forth in the Current City of Hays Subdivision Regulations, Development Policy, City of Hays Standard Details and Specifications for Public Works Construction Projects, and industry standards (KDOT, ASSHTO, MUTCD, etc) where the City standard is not adequate. Services should include but not be limited to:

1) **Planning:**

- a) Review Concept Plan selected by City Commission. See **Exhibit A**
- b) Review Bike Hays Master plan for inclusion of identified bike routes into the project design.
- c) Project Kick-off Meeting – on-site with City Staff.
  - i) Deliverables: Agenda and Meeting Notes.
  - ii) City: provide meeting space, invite pertinent City Staff.

2) **Engineering Design:**

- a) Geotechnical Investigation has already occurred. Report is included as **Exhibit D**.
- b) Perform field survey to collect pertinent topographic and engineering data deemed necessary to complete the design of the projects. Such data will include pertinent known and identified underground utilities, including vertical elevations that are readily located by common surveying methods. Any property pins readily apparent should be included in the survey to validate City/County GIS identified right of way.
- c) Identify existing rights of way and/or easements based on the City/County GIS Data and adjacent plats. No boundary survey is necessary. The City does not anticipate the need to acquire additional right of way or easements on this project. Should the ultimate design require additional right of way or easements, consultant shall inform the City of such need. Any additional work beyond the identification of the needed right of way would be for an additional negotiated fee
- d) Preliminary Design Plans (30%)
  - i) Deliverables: Preliminary cost estimate, one (1) full size plan set, printable pdf file, AutoCAD file that includes the base file from the survey, site visit to review plans (Field Check with City Staff), compile and distribute field check notes.
  - ii) City: provide timely (10 working days) review of plans, and attend field check.
- e) Utility Review
  - i) Prepare utility check plans and distribute to all affected utility companies.
  - ii) Coordinate utility relocation requirements – attend one regular monthly meeting of the Utility Advisory Committee.

- iii) Follow-up with Utility companies to insure relocation of utilities as necessary.
    - iv) Special consideration shall be given to working with Midwest Energy on the Street Lighting Upgrade component of this project.
  - f) Permitting
    - i) Prepare and submit applications for any state or federal permit that may be required.
    - ii) Coordinate with permitting agencies as necessary.
    - iii) City will pay permit fees as necessary.
  - g) 90% Design Plans
    - i) Deliverables: Updated cost estimate, draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, site visit to review plans with City Staff and visit project site, compile and distribute 90% Plan review notes.
    - ii) City: provide Standard Details and Specifications for Public Works Construction Projects for engineer to utilize in preparing bid documents; provide timely (10 working days) review of plans and specs; and attend 90% Plan Review.
  - h) 100% Design Plans and Bid Documents
    - i) Deliverables: Updated cost estimate, Final draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, conference call or in-person review with City Staff, compile and distribute 100% Plan review notes.
    - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.
  - i) Final Plans and Bid Documents
    - i) Deliverables: Official Engineer's Estimate of Cost, Final bid documents, two (2) full size plan sets and bid documents, printable pdf file, and AutoCAD file. Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders. Engineer to review bids received and provide letter recommending award of bid.
    - ii) City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.

**3) Bid Solicitation Phase:**

- a) Cost of reproducing bid documents for bidders may be recovered through fee paid by plan holders.
- b) Field questions from bidders
- c) Pre-bid Meeting: City will facilitate meeting room, Engineer to attend, provide agenda, compile and distribute attendance and meeting notes.
- d) Prepare and distribute any necessary addenda to bid documents.
- e) Engineer to review bids received and provide letter recommending award of bid.
- f) Attend City Commission Meeting for Award of Bid.

**4) Construction Engineering Phase:**

- a) Prepare 4 sets of Contract Documents for Execution
- b) Provide up to 6 sets of “For Construction” Plans and Specs: 2 for the City and 4 for the Contractor.
- c) Review and approve submittals
- d) Field questions from contractor
- e) Pre-Construction Meeting: City will facilitate meeting room, Engineer to attend, provide agenda, compile and distribute attendance and meeting notes.
- f) Public Information Meeting: City will facilitate this meeting. Engineer and Contractor will be expected to attend the meeting and field questions. No deliverables for this meeting will be required.
- g) City intends to inspect the project in-house. Any Construction Phase Engineering beyond the above listed services would be additional work and paid at the engineer’s typical hourly rate or under separate contract.

**5) Miscellaneous:**

- h) Provide any other incidental services not mentioned above which would typically be required for a project of this type. When preparing the fee proposal for professional engineering services, the engineer should identify any obvious omission from this scope of services, which would be necessary to complete the project as intended.
- i) No additional Public or City Commission Meetings, beyond those listed above, are anticipated.

**SCOPE OF SERVICES  
TO BE PROVIDED BY THE CITY**

The CITY will furnish, as required for the PROJECT and not at the expense of the CONSULTANT, the following items:

- 1) Furnish City utility information including size and locations in vicinity of project.
- 2) Provide access to previous engineering studies relevant to the project.
- 3) Furnish existing known right-of-way and easement data.
- 4) Right-of-way and Easements Acquisition if necessary.
- 5) Provide timely review and comment or direction to engineer’s submittals.
- 6) Provide facilities for all scheduled meetings.

**PROPOSAL**  
**COH PROJECT NO. 2013-22**  
*13<sup>th</sup> Street Improvement – Main to Milner*

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
2. The undersigned, in compliance with your Request for Proposals (RFP), dated May 12, 2014, hereby proposes to do the work called for in said RFP at the following lump sum price:

**Total Dollars (\$\_\_\_\_\_)**

3. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 - Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits; and that he/she shall pay liquidated damages in the amount of Fifty Dollars (\$50) for each calendar day, that the work remains uncompleted after expiration of Contract time.

Required Documents Attached (Yes / No)

<i>Client References -</i>	_____
<i>Contract Terms and Conditions – (Draft Engineering Service Agreement)</i>	_____
<i>Standard Hourly Rate Schedule</i>	_____
<i>Responses to Functional Requirements – (if any)</i>	_____
Acknowledgement of Addenda (If Any # ____, # ____, # ____)	_____

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

Signature of Proposer

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Exhibit D

(insert Geotechnical Report)

# Geotechnical Engineering Report

Proposed 13<sup>th</sup> Street Improvements  
Between Main Street and Milner Street

Hays, Kansas

March 11, 2014

Project No. C6145606

**Prepared for:**

Driggs Design Group  
Manhattan, Kansas

**Prepared by:**

Terracon Consultants, Inc.  
Manhattan, Kansas

Report content removed from Agenda Packet to conserve resources.  
Full Report available from Public Works Department Upon Request.  
John Braun

Offices Nationwide  
Employee-Owned

Established in 1965  
terracon.com

**Terracon**

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

May 22, 2014

Mr. John Braun  
Assistant Director of Pubic Works  
City of Hays  
1002 Vine Street  
Hays, KS 67601

RE: Statement of Qualifications for 13th Street Improvements - Main to Milner  
PEC Project No. 35-13647-6647

Dear Mr. Braun:

We are pleased to respond to your Request for Qualifications for the above referenced project. Thank you for the opportunity to present our qualifications to your City.

PEC has extensive and successful history of working with municipalities on numerous infrastructure improvement projects. We have also completed several corridor studies and streetscape projects with City officials throughout the State of Kansas. We have substantial experience in design, administration, financing, bidding and construction support services associated with major municipal infrastructure systems.

We foresee drainage, utility, property and construction traffic control to be the among the most crucial items on this project. It is very important to accommodate adjacent property owners with this type of reconstruction project. We will work with you and other stakeholders to provide for the most cost effective and least disruptive solutions possible.

We believe our experience on similar projects will ensure all concerns are addressed during conceptual design. We are available to begin work on this project upon your notice to proceed and will dedicate the staff required to ensure the project is completed in a timely manner.

We appreciate the opportunity to offer this proposal to the City of Hays and look forward to presenting our ideas to the City. Please let me know of any questions you may have.

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Michael D. Kelsey, PE  
Principle-in-Charge



Benjamin M. Mabry, PE  
Project Manager

RECEIVED

MAY 23 2014

Public Works





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## Client References

PEC has a high percentage of repeat clientele. This clientele, which includes local government, federal government, and private industry, is a direct reflection of our firm's reputation for quality work, timeliness and cost control in all the engineering, planning and technical disciplines. Quality is echoed in a Contractor's statement that "we can trust your plans to be right and we don't have to guess how to build something." This "trust" produces the best bid prices for our clients – no risk money is placed in the bid.

PEC has provided services similar in nature, size and complexity to that described in your RFQ for the following client references. They will attest to our reputation and ability to provide exceptional engineering services. We invite you to contact them for additional information.

### City of Wichita

Mr. Gary Janzen, PE

City Engineer

455 North Main, 7th Floor

Wichita, KS 67202

316-268-4450

### Downtown Streetscaping Design Guidelines; Wichita, KS

PEC developed an innovative Implementation Model that integrates context-based design into Downtown Wichita's street environment. The model uses a series of inputs to determine the basic street design configuration, the types and quantities of street amenities, and the character of the amenity designs.

### Multiple Downtown Street Designs; Wichita, KS

PEC served as the design consultants for many streets in Downtown Wichita in the past several years. These streets included: St. Francis, William, Waterman, Emporia and Washington. These projects included street design, parking, ADA design, sidewalks, landscaping, streetscape design and utility relocations. PEC led the design processes from concept drawings through construction engineering. These improvements enhanced circulation, accessibility and walkability in the bustling entertainment district around the Intrust Bank Arena.



**City of Rose Hill**

Mr. Kirk Hayden

Director of Public Works

15385 SW 160th

Rose Hill, KS 67133

316-776-2712

**Silkknitter Street Improvements; Rose Hill, KS**

This project included approximately 3,100 LF of asphalt pavement removal and replacement and 1,000 LF of stormwater and sewer system upgrades. The design of this arterial street reconstruction project also included a railroad crossing, replacement of 13 residential driveways, water main adjustments and sidewalk construction along the length of the street.

**City of Greensburg**

Mr. Ed Truelove

300 South Main

Greensburg, KS 67054

620-723-2751

**Main Street Reconstruction; Greensburg, KS**

This project involved reconstructing four blocks of Main Street using a unique drainage system which channels stormwater runoff into roadside rain gardens. Excess stormwater runoff provides irrigation for the numerous planters lining the reclaimed brick paver sidewalks adjacent to the street. Other improvements included new concrete pavement with mid-block pedestrian crossings, a plaza area for the new City Hall, raised planters with benches, decorative signage and state-of-the-art lighting. This design is considered one of the greenest Main Streets in America.



### Contract Terms and Conditions

The following is PEC's sample agreement for engineering services. This contract has been prepared to serve as a basis for the development of an Engineering Services Agreement. Our team is available to begin work immediately upon selection.

## Responses to Functional Requirements

### Field Survey and Utility Research

As on most of PEC's street projects in developed areas, provisions for existing and future utilities will be critical to the success of this project. Attention to detail in the location of utilities will be initiated in the survey phase by obtaining all available record utility maps. Utilities will be flagged in the field by the utility owner or their locating service. Once the fieldwork is completed, PEC will process electronic data to form a seamless electronic base map of the entire project. Once completed, base sheet drawings of the surveys will be field checked for accuracy and completeness.



### Stakeholder/Public Engagement

Coordination with the local stakeholders and general public will be ongoing throughout the design process. It may be necessary to meet with individual stakeholders or City staff to address location specific needs. The team will develop an understanding of the processes and policies that dictate how the area functions in order to provide possible improvements. We will also work with City staff to assure the project is consistent with the area's historic context.

### Plan Development

One of PEC's hallmarks is providing quality plans, which allow the contractors to bid efficiently without question of what is expected, ultimately saving the owner money. PEC places substantial effort in this task, because the engineering design and plan preparation boils down to simply communicating what is intended to be bid and constructed. We encourage you to contact the local paving contractors and other municipalities where we have previously worked to see how we stack up.

SECTION 4 - STANDARD HOURLY RATE SCHEDULE

PEC'S HOURLY RATE SCHEDULE\*\*

TITLE	HOURLY RATE *
Principal Engineer 5.....	\$155.00
Principal Engineer 4.....	\$150.00
Principal Engineer 3.....	\$140.00
Principal Engineer 2.....	\$135.00
Principal Engineer 1.....	\$128.00
Project Manager 6.....	\$145.00
Project Manager 5.....	\$130.00
Project Manager 4.....	\$120.00
Project Engineer 5.....	\$115.00
Project Engineer 4.....	\$105.00
Project Engineer 3.....	\$95.00
Project Engineer 2.....	\$85.00
Design Engineer 4.....	\$95.00
Design Engineer 3.....	\$85.00
Design Engineer 2.....	\$78.00
Landscape Architect 4.....	\$123.00
Landscape Architect 3.....	\$85.00
Land Use Planner 3.....	\$110.00
Land Use Planner 2.....	\$90.00
Airport Planner 4.....	\$115.00
Design Technician Supervisor 5.....	\$115.00
Design Technician Supervisor 4.....	\$105.00
Design Technician Supervisor 3.....	\$90.00
Design Technician Supervisor 2.....	\$70.00
Design Technician 5.....	\$92.00
Design Technician 4.....	\$78.00
Design Technician 3.....	\$65.00
Design Technician 2.....	\$55.00
Drafter/CAD Operator 4.....	\$65.00
Drafter/CAD Operator 3.....	\$55.00
Drafter/CAD Operator 2.....	\$48.00
Balance Technician Supervisor.....	\$85.00
Balance Technician 4.....	\$80.00
Balance Technician 3.....	\$70.00
Balance Technician 2.....	\$60.00
Balance Technician 1.....	\$50.00
Land Surveyor 4.....	\$100.00
Land Surveyor 3.....	\$90.00
Land Surveyor 2.....	\$75.00
Party Chief 4.....	\$62.00
Instrument Man 3.....	\$65.00
Instrument Man 2.....	\$52.00
Survey Assistant 4.....	\$57.00
Survey Assistant 3.....	\$55.00
Survey Assistant 2.....	\$50.00
Survey Assistant 1.....	\$34.00
3 Man Survey Crew.....	\$185.00
2 Man Survey Crew.....	\$150.00
2 Man Survey Crew w/ Robot.....	\$160.00
1 Man Survey Crew w/ Robot.....	\$130.00
1 Man Survey Crew w/ GPS.....	\$130.00
Field Engineer 5.....	\$135.00
Field Engineer 4.....	\$100.00
Field Engineer 3.....	\$95.00
Field Engineer 2.....	\$85.00
Inspector Supervisor 3.....	\$78.00
Inspector 6.....	\$85.00

## SECTION 4 - STANDARD HOURLY RATE SCHEDULE

Inspector 5 .....	\$78.00
Inspector 4 .....	\$70.00
Inspector 3 .....	\$67.00
Lab Technician Supervisor 3 .....	\$80.00
Lab Technician 4 .....	\$65.00
Lab Technician 3 .....	\$60.00
Lab Technician 2 .....	\$55.00
Lab Technician 1 .....	\$51.00
Administrative Assistant Supervisor 2 .....	\$67.00
Administrative Assistant 4 .....	\$60.00
Administrative Assistant 3 .....	\$53.00
Clerk Typist 2 .....	\$50.00
Clerk Typist 1 .....	\$45.00
Computer Programmer .....	\$75.00
CAD Assistant 1 .....	\$35.00
Technical Writer 4 .....	\$75.00
Technical Writer 3 .....	\$65.00
Technical Writer 2 .....	\$60.00
Public Relations 1 .....	\$95.00
Computer/CAD .....	\$18.00
Infrared Camera .....	\$50.00
Ground Penetrating Radar (concrete) .....	\$50.00

\*Premium time for all non-salaried personnel..... 1.5 multiplier

### REIMBURSABLES:

Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage.....	\$0.56/Mile
ATV .....	\$20.00/Hour
GPS .....	\$50.00/Hour
3D Laser Scanner.....	\$150.00/Hour
Car Rental and Fuel.....	Cost
Per Diem.....	\$35.00/Day
Telephone (Long Distance) .....	No Charge
Postage (Regular Mail) .....	No Charge
Deliveries and Overnight Mail .....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence .....	Cost
Filing Fees .....	Cost

*\*\*The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.*

## John Braun

---

**From:** Ben Mabry <Ben.Mabry@pec1.com>  
**Sent:** Friday, May 30, 2014 11:19 AM  
**To:** John Braun  
**Subject:** PEC - Ben Mabry - Contact Information

John,

Just realized I hadn't sent you my contact information! I was walking out the door when you called the other day. My apologies.

Have a great weekend,

### **BENJAMIN M. MABRY, P.E.**

Municipal Division  
316-206-1317 Direct 316-207-9221 Mobile  
[Ben.Mabry@pec1.com](mailto:Ben.Mabry@pec1.com)



**Professional Engineering Consultants, P.A.**  
303 South Topeka Wichita, KS 67202  
316-262-2691 [www.pec1.com](http://www.pec1.com)



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June 6, 2014

City of Hays  
1002 Vine Street  
Hays, KS 67601

Attention: Mr. John Braun  
Assistant Director of Public Works

Reference: 13th Street Improvements - Main to Milner  
PEC Project No. 35-14421-000-6647

Dear Mr. Braun:

This letter is written to serve as an agreement between the City of Hays, Kansas (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for 13th Street Improvements – Main to Milner, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A below, which are provided for your review and approval.

A. Scope of Services:

1. Planning:
  - a. Review Concept Plan selected by the City Commission.
  - b. Review Bike Hays Master Plan for inclusion of identified bike routes into the project design.
  - c. Project Kick-off Meeting – on site with City staff.
    - i. Deliverables: Agenda and Meeting Notes.
    - ii. City: Provide meeting space, invite pertinent City staff.
2. Engineering Design:
  - a. Geotechnical Investigation has already occurred. Report has been provided to PEC.
  - b. Perform field survey to collect pertinent topographic and engineering data deemed necessary to complete the design of the projects. Such data will include pertinent known and identified underground utilities, including vertical elevations that are readily located by common surveying methods. Any property pins readily apparent should be included in the survey to validate City/County GIS identified right-of-way.

- c. Identify existing rights-of-way and/or easements based on the City/County GIS Data and adjacent plats. No boundary survey is necessary. The City does not anticipate the need to acquire additional right-of-way or easements on this project. Should the ultimate design require additional right of way or easements, consultant shall inform the City of such need. Any additional work beyond the identification of the needed right-of-way would be for an additional negotiated fee.
- d. Preliminary Design Plans (30%):
  - i. Deliverables: Preliminary cost estimate, one (1) full size plan set, printable pdf file, AutoCAD file that includes the base file from the survey, site visit to review plans (Field Check with City staff), compile and distribute field check notes.
  - ii. City: Provide meeting space, invite pertinent City staff.
- e. Utility Review:
  - i. Prepare utility check plans and distribute to all affected utility companies.
  - ii. Coordinate utility relocation requirements – attend one regular monthly meeting of the Utility Advisory Committee.
  - iii. Follow-up with Utility companies to insure relocation of utilities as necessary.
  - iv. Special consideration shall be given to working with Midwest Energy on the Street Lighting Upgrade component of this project.
- f. Permitting:
  - i. Prepare and submit applications for any state or federal permits that may be required.
  - ii. Coordinate with permitting agencies as necessary.
  - iii. City will pay permit fees as necessary.
- g. 90% Design Plans:
  - i. Deliverables: Updated cost estimate, draft of bid documents and specifications, one (1) full size plan set, printable pdf file, AutoCAD file, site visit to review plans with City staff and visit project site, compile and distribute 90% Plan review notes.
  - ii. City: Provide Standard Details and Specifications for Public Works Construction Projects for engineer to utilize in preparing bid documents; provide timely (10 working days) review of plans and specs; and attend 90% Plan Review.



- g. City intends to inspect the project in-house. Any Construction Phase Engineering beyond the above listed services would be additional work and paid at the engineer's typical hourly rate or under separate contract.

B. Responsibility of the CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Furnish City utility information including size and locations in vicinity of project.
2. Provide access to previous engineering studies relevant to the project.
3. Furnish existing known right-of-way and easement data.
4. Right-of-way and Easements Acquisition if necessary.
5. Provide timely review and comment or direction to Engineer's submittals.
6. Provide facilities for all scheduled meetings.

C. Exclusion:

The following shall be specifically excluded from the Scope of Services to be provided by PEC. These items would be additional work negotiated under a separate contract.

1. Geotechnical services.
2. Preparation of legal descriptions for right-of-way or easement acquisition.
3. Construction Inspection.

D. Payment Provisions:

PEC proposes to perform the Scope of Services on the basis of lump sum of \$95,000.00.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

E. Time of Performance:

PEC proposes to begin work on the PROJECT within fourteen (14) days following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance with a mutually agreed schedule exclusive of any delays beyond the control of PEC.

Mr. John Braun  
13th Street Improvements - Main to Milner  
June 6, 2014  
Page 5

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Benjamin M. Mabry, P.E.  
Project Manager

BMM/jcb

Encl: As noted

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:   
Michael D. Kelsey, P.E., Principal

Date: 6/6/14

ACCEPTED:

CITY OF HAYS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation

shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

October 2009



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

**COMMISSION AGENDA ITEM NO. 6**

**MEETING DATE: 7-10-14**

---

**TOPIC:**

Resolution Moving City of Hays Water Status from “Water Warning” back to “Water Watch”

**ACTION REQUESTED:**

Consider approving Resolution No. 2014-008 declaring the end of the “Water Warning” for the City of Hays, Kansas, and declaring the existence of a “Water Watch” until further resolution by the City of Hays.

**NARRATIVE:**

N/A

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

Toby Dougherty, City Manager

**ADMINISTRATION RECOMMENDATION:**

Approval

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Resolution No. 2014-008

**RESOLUTION NO. 2014-008**

**A RESOLUTION DECLARING THE END OF THE WATER WARNING FOR THE CITY OF HAYS, KANSAS. AND DECLARING THE EXISTENCE OF A WATER WATCH UNTIL FURTHER RESOLUTION BY THE CITY OF HAYS, KANSAS**

---

WHEREAS, the Governing Body of the City of Hays, Kansas, pursuant to its Drought Response Plan, issued Resolution No. 2014-002, dated February 27, 2014, declaring a Water Warning for the City of Hays, Kansas; and

WHEREAS, the Governing Body of the City of Hays, Kansas, is empowered to declare by Resolution that the Water Warning is ended; and

WHEREAS, the Governing Body of the City of Hays, Kansas, has determined that conditions in the City of Hays have improved and such Water Warning should be ended; and

WHEREAS, the Governing Body of the City of Hays, Kansas, does declare that a Stage One Water Watch exists and steps should be taken to inform the public and ask for voluntary water conservation;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, that the Water Warning issued for the City of Hays, Kansas, in Resolution No. 2014-002, dated the 27<sup>th</sup> day of February, 2014, is declared to be ended and that the conditions of drought are still causing a water supply shortage and that the public is hereby informed of such and is asked for continued voluntary water conservation until such time as the Governing Body of the City of Hays, Kansas, shall declare by resolution that said Water Watch has ended.

This resolution shall be effective upon its passage.

Adopted by the Commission on the 10<sup>th</sup> day of July, 2014.

---

HENRY SCHWALLER, IV  
Mayor

ATTEST:

---

BRENDA KITCHEN  
City Clerk

(SEAL)

# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 7-10-14

---

**TOPIC:**

Addendum to the Memorandum of Agreement with the Hays Fraternal Order of Police (FOP) Lodge 48 Inc. for 2015

**ACTION REQUESTED:**

Staff requests that the Hays City Commission authorize the Mayor, City Manager, and Police Chief to sign the 2015 Addendum to the 2013 thru 2015 FOP Lodge 48 Contract.

**NARRATIVE:**

The City of Hays and the Fraternal Order of Police Lodge 48 Inc. have an agreement for fiscal year 2015 Wages, and Administration of the Pay Plan. The agreement states the City will provide members of the FOP bargaining unit with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

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

Toby Dougherty, City Manager  
Paul Briseno, Assistant City Manager

**ADMINISTRATION RECOMMENDATION:**

City staff recommends that the City Commission approve the Addendum to the contract for 2015 with the Hays Fraternal Order of Police Lodge 48 Inc.

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Staff Memo  
Addendum to Agreement between the City of Hays and the FOP Lodge 48 Inc.

# **Commission Work Session Agenda**

## **Memo**

**From:** Paul Briseno, Assistant City Manager

**Work Session:** July 3, 2014

**Subject:** Addendum to the FOP Union Contract

**Person(s)** Paul Briseno, Assistant City Manager

**Responsible:** Toby Dougherty, City Manager

### **Summary**

The City of Hays and the Fraternal Order of Police Lodge 48 Inc. have an agreement for fiscal year 2015 Wages, and Administration of the Pay Plan. The agreement states the City will provide members of the FOP bargaining unit with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

Staff recommends approval of the addendum.

### **Background**

The FOP contract contains annual openers for Section 10 Health Insurance, if conditions are met, and Section 16 Wages and Administration of the Pay Plan. The threshold to open health insurance was not met.

### **Discussion**

The City and FOP began the meet and confer process March of 2014 to discuss the openers for the 2015 contract. Four meetings were held. Both parties tentatively agree to the attached proposal.

### **Legal Consideration**

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

### **Financial Consideration**

The City of Hays will budget a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

### **Options**

The City Commission has the following options;

1. Adopt the agreement between the City of Hays and the FOP, Fraternal Order of Police Lodge 48 Inc.
2. Reject the agreement between the City of Hays and the FOP, Fraternal Order of Police Lodge 48 Inc. and give staff further direction
3. Take no action

### **Recommendation**

Staff recommends the agreed upon language for the 2015 addendum between the City of Hays and FOP Fraternal Order of Police Lodge 48 Inc.

### **Action Requested**

Staff requests that the Hays City Commission authorize the Mayor, City Manager, and Police Chief to sign the 2015 Addendum to the 2013 thru 2015 Union Contract.

### **Supporting Documentation**

Addendum to Agreement between the City of Hays and the FOP

**ADDENDUM TO AGREEMENT**

**BETWEEN**

**CITY OF HAYS  
AND  
FRATERNAL ORDER OF POLICE LODGE 48 Inc.**

This addendum to agreement executed on this 26th day of June, 2014, between the City of Hays, Kansas, hereinafter referred to as the "City", and Fraternal Order of Police Lodge 48 Inc., hereinafter referred to as the "FOP", is intended to be attached to and made a part of the existing Memorandum of Agreement between the City and the FOP that expires December 31, 2015. This addendum is in effect from January 1, 2015 through December 31, 2015. All portions of this agreement are incorporated therein by reference unless specifically altered or changed by the provisions of this Addendum.

**Section 16. WAGES / ADMINISTRATION OF THE PAY PLAN**

For fiscal year 2015 the City agrees to provide all covered employees of the FOP bargaining union with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

IN WITNESS WHEREOF, the City and the FOP have hereunto set their hand this 10th day of July, 2014.

FOR THE FOP

FOR THE CITY

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Chief of Police

# CITY OF HAYS

## AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 7-10-14

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**TOPIC:**

Draining of Pools and Hot Tubs

**ACTION REQUESTED:**

Consider approving Ordinance No. 3886 exempting the draining of pools and hot tubs from the prohibition of water escaping the property, and imposing a fine for draining pools and hot tubs onto alleys.

**NARRATIVE:**

There are 134 pools and an unknown number of hot tubs in Hays, and many are drained onto alleys and unimproved rights of way. When this happens it causes damage that has to be repaired by Public Works. Also, in the past, draining of pools and hot tubs were not exempted from Section 65-69 of the Code of Ordinances which prohibits water escaping from a property. The included ordinance exempts draining of pools and hot tubs from the runoff prohibition and imposes a fine on those who drain pools and hot tubs onto unsaved alleys and rights of way.

The Commission asked for costs of alley rehab. On average, it would cost \$2,150 per alley. Any given alley may require more material, time and/or equipment.

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

Toby Dougherty, City Manager  
Commissioner Mellick

**ADMINISTRATION RECOMMENDATION:**

Staff recommends approving Ordinance No. 3886.

**COMMITTEE RECOMMENDATION(S):**

N/A

**ATTACHMENTS:**

Staff Memo  
Ordinance No. 3886

# Memo

To: City Commission  
From: Toby Dougherty, City Manager  
Date: 6-27-14  
Re: Draining of Pools and Hot Tubs into Alleys

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Attached to this memo you will find a redlined version of Section 65 of the Hays Municipal Code. The redlined changes to this section would accomplish two things. Chapter 65-69 would be amended to exempt water being drained from swimming pools and hot tubs from the City's current prohibition on allowing substantial amounts of water to escape or drain from private property. As part of routine maintenance, it is necessary to periodically drain swimming pools and hot tubs, so this modification would allow that to happen. Section 65-70 has been modified to make it unlawful for any person to drain a swimming pool or hot tub onto an unpaved alley or right-of-way. The modification imposes a fine, which has been left blank, making it a ticket-worthy offense. The fine section has specifically been left blank at the request of the Commission.

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**ORDINANCE NO. 3886**

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CITY OF HAYS, KANSAS, MUNICIPAL CODE, BY MODIFYING ARTICLE III, DIVISION 1, SECTION 65-69, SUBSECTION 65-69(c) REGARDING WATER ALLOTMENT AND CONSERVATION AND BY MODIFYING ARTICLE III, DIVISION 1, SECTION 65-70, REGARDING ESCAPE OR DRAINING OF WATER FROM PRIVATE PROPERTY.**

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

Section 1. Chapter 65, Article III, Division 1, Section 65-69, Subsection 65-69(c) of the City of Hays, Kansas Municipal Code is hereby amended as follows:

**CHAPTER 65**

**UTILITIES**

**ARTICLE III. WATER SERVICE SYSTEM**

**DIVISION 1. GENERALLY**

**Sec. 65-69. Water allotment and conservation.**

(c) *Regulations.*

(1) The use of water for the washing down of sidewalks, walkways, driveways, parking lots, gas station aprons, and all other hard-surfaced areas, and other similar practices, shall be prohibited; provided that upon application, a special permit to allow such usage may be granted by the city clerk, if sufficient documentation and need, such as unreasonable hazard to public safety, can be shown.

(2) The escape or loss of water through breaks or leaks within the water user's plumbing or distribution system for any substantial period of time shall be prohibited, it being presumed that a period of eight hours after the water user discovers or should have discovered such leak or break is a substantial period of time.

(3) Outdoor watering, including, but not limited to, the irrigation of lawns, shrubs, flowers, trees, gardens and other outdoor vegetation, with potable water, shall be prohibited between the hours of 12:00 noon and 7:00 p.m., between June 1 and September 30, inclusive. Upon application and good cause shown, a special permit may be issued by the city to allow watering newly seeded lawns between said hours and said dates, with the terms and conditions of said permit to be established by the city, taking into account the type of grass and vegetation to be planted and watered so as to maximize the benefit of the use of potable water for said purpose, minimizing the waste of water and encouraging the water

user to establish the grass and other vegetation at the optimum time and season. Said permit shall be valid for a maximum of ten days, shall restrict and regulate watering consistent with all ordinances and regulations, and shall be posted prominently at the site of the planting so that law enforcement and the public can easily view the permit. The city shall establish fees for said permits, in such a manner as to encourage the planting of low-water-use grass and vegetation and shall establish a system and program to purchase warm season, low-water-use seed and plants to give to applicants who are converting higher water-use grass and vegetation to lower water-use grass and vegetation. The city manager or his designee shall inform the city commission, as needed, of all current provisions of said permits, setting out all pertinent requirements and regulations, fees, financial incentives, and other information.

(4) No water user shall allow substantial amounts of water to escape or drain from private property onto public property, including, but not limited to, public sidewalks, rights-of-way, streets, unpaved alleys, and highways; provided that the term "substantial" shall mean an amount sufficient to cause a discernible flow of water reaching the street, gutter or other drainage system. For purposes of this section, it shall be conclusively presumed that the resident of property from which water escapes or drains knows of such escape or draining. However, the escape of water from private property due to washing of vehicles shall not be construed as substantial; provided, the user of the water has not allowed water to flow from a hose or open tap when not directly being used to wash down the vehicle.

(5) Water users are expressly permitted to allow substantial amounts of water to drain from swimming pools or hot tubs located on private property; provided that such water is directed into storm sewers, sanitary sewers and impervious curb frontage along the property. Such water shall not be permitted to escape or drain onto unpaved alleys or rights-of-way.

Section 2. Chapter 65, Article III, Division 1, Section 65-70 of the City of Hays, Kansas Municipal Code is hereby amended as follows:

**CHAPTER 65**

**UTILITIES**

**ARTICLE III. WATER SERVICE SYSTEM**

**DIVISION 1. GENERALLY**

**Sec. 65-70. Escape or draining of water from private property prohibited; penalty.**

(a) (1) It is unlawful for any person to allow substantial amounts of water to escape and/or drain from private property onto public property, including, but not limited to, public sidewalks, rights-of-way, streets, unpaved alleys, and highways; provided that the term "substantial" shall mean an amount sufficient to cause a discernible flow of water reaching the street, gutter, or other drainage system.

(2) For purposes of this section, it shall be presumed that the resident of the private property from which water escapes or drains knows of such escape or draining.

(3) Any person accused of a violation of this section shall be charged in the municipal court of the city and shall, upon conviction of such violation, for the first conviction, not be fined but shall receive a warning as to the effect of subsequent convictions, for a second conviction, not less than \$0.00 nor more than \$25.00, and for a third or subsequent conviction, not less than \$25.00 nor more than \$50.00.

(b) (1) It is unlawful for any person to allow substantial amounts of water to escape and/or drain from a swimming pool or hot tub on private property onto unpaved alleys or rights-of-way; provided that the term "substantial" shall mean an amount sufficient to cause a discernible flow of water reaching the street, gutter or other drainage system or the discernible saturation of the unpaved alley or right-of-way.

(2) For purposes of this section, it shall be presumed that the resident of the private property from which water escapes or drains from a swimming pool or hot tub knows of such escape or draining.

(3) Any person accused of a violation of this section shall be charged in the municipal court of the city and shall, upon conviction of such violation, be fined

\_\_\_\_\_.

ORDINANCE NO. 3886

Page 4

(c) The penalties provided for in this section shall be in addition to any penalties provided for in Section 65-69.

Section 3. The ordinance shall take effect and be in force from and after its passage and publication in the Hays Daily News, the official city newspaper.

PASSED by the Commission on July 10, 2014.

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HENRY SCHWALLER, IV  
Mayor

ATTEST:

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BRENDA KITCHEN  
City Clerk

(SEAL)

## COMMISSION INFORMATIONAL MEMORANDUM

TO: City Commission  
FROM: Toby Dougherty, CPM  
City Manager  
DATE: July 3, 2014

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Attached are the following items:

1. The minutes of the May 13, 2014 meeting of the **Hays Public Library Board**.
2. The minutes of the May 15, 2014 meeting of the **Hays Beautification Committee**.
3. The minutes of the May 28, 2014 meeting of the **Hays Recreation Commission Board**.
4. The **On-Time Report** for the Hays Regional Airport for 2014.

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

aw



Minutes of the Hays Public Library (HPL) Board Meeting  
Tuesday, May 13, 2014

The meeting was called to order at 3:59 pm by President Judy Flax. Others present were Eric Norris, David Goodlett, Kathy Schukman, Delbert Stanton, and Hays Mayor Henry Schwaller. David Dunn, Pam Shaffer, and Katherine Wolfe were absent.

**Guests:** Patty Rohr and Marleah Augustine

**Public Comment:** None

New Board members, David Goodlett, Kathy Schukman, and Hays Mayor Henry Schwaller, were introduced.

It was decided to postpone the election of officers for the 2014-15 Board until the June meeting.

**Bills:** It was moved and seconded (D. Goodlett/K. Schukman) to approve the April bills for payment. The motion passed.

**Minutes:** It was moved and seconded (D. Goodlett/K. Schukman) to approve the April minutes as presented. The motion passed.

**FOL Minutes for Review:** Eric mentioned highlights of the minutes (not yet approved) of the April meeting of the Friends of the Library (FOL). He expressed appreciation for the support of Friends of the Library and said that its generosity is vital to the Hays Public Library.

**Director's Report:**

- The annual audit of the HPL budget was carried out smoothly.
- Procedures have been established for the staff to request the use of the HPL van.
- Concerning securing possible additional meeting space in the vacated Emprise Bank building, the HPL staff has decided to take no action presently but rather make better use of existing space in the library.
- Eric stated that Erin Givens, PR Coordinator, will be leaving HPL at the end of May.

**Department Reports:** Eric highlighted important points in the HPL department reports and mentioned that Luci Bain, Kansas Room Librarian, and Scott Rader, Young Adult Librarian, are developing some very interesting and impressive summer programs.

**Unfinished Business:** It was moved and seconded (D. Stanton/D. Goodlett) to approve the Hays Public Library Promotional Photo/Video Policy as written. The motion passed. This is the **second (and final) vote**.

**New Business:** Eric distributed a chart of the first review of the 2015 HPL General Budget and explained the rationale for the items in the General Fund as well as the Library Employee Benefit Fund.

The Board, with Eric, went into Executive Session, [under K.S.A 75-4319: Personnel Matters](#) (for no more than thirty minutes). The session began at 4:50 and ended at 5:10 pm. No action was taken.

**Open Board Discussion:** The Board discussed the poetry contest and after-school activities at HPL. Judy expressed thanks to Mayor Schwaller for attending the Board meeting.

The meeting was adjourned at 5:15 pm.

Pam Shaffer, Secretary (with notes from Delbert Stanton)  
Hays Public Library Board

HAYS BEAUTIFICATION COMMITTEE  
Minutes of the May 15, 2014 Meeting

**CALL TO ORDER:** Chairperson Joni Phelps called the monthly meeting of the Hays Beautification Committee to order at 12:05 p.m. in the meeting room located at the Hays Parks Department Administrative Building.

Members Present:	Joni Phelps	Janis Lee
	Judy Dawson	Carol Heiman
	Doris Wing	Dorothy McRae
Ex-Officio Present:	Jeff Boyle	JoAnn Schroller
Absent:	Marcia Tacha	Jim Strine
	Linda Stahlman	Holly Dickman

**APPROVAL OF THE MINUTES:** It was noted that Dorothy McRae was appointed by the Hays City Commission on May 8, 2014 to fill the unexpired term of Carolyn Campbell who resigned in February 2014.

Janis Lee moved, Dorothy McRae seconded, that the minutes of the March 20, 2014 meeting be approved. All voted in favor of approval.

**OLD BUSINESS:** Jeff Boyle reported on the ‘Welcome to Hays’ signage project. The ad hoc group has met twice and narrowed down the east and west locations along I-70 for placement of the signs. He displayed two concept drawings/pictures to the HBC. The ad hoc group will meet again before the project is presented to the City Commission for their review and approval.

**NEW BUSINESS:** Janis Lee reported that she has received a complaint about the 8<sup>th</sup> and Vine Street area where Union Pacific railcars pass through. Discussion was held about ways to clean up the area and try to beautify the northeast corner, however, it was noted that it is very hard to get Union Pacific to cooperate with the city on a matter as small as this.

**COMMITTEE PROJECT REPORTS:**

- A. Adopt-A-Spot:** No report.
- B. Arbor Day:** No report.
- C. Drought Tolerant Laws/Plantings:** Due to the extreme drought, everything is on hold. The City Commission is working on ordinances relating to water conservation and landscaping.
- D. Project Rosebud:** No report
- E. Publicity:** Janis Lee reported that there was not a monthly article in the Hays Daily News in April, but there will be one in May. Her topic will be the new ‘Welcome to Hays’ signage project and she will also mention all the hard work done by Adopt-A-Spot volunteers cleaning up our community in the last couple of months.
- F. Tree Rebate:** Judy Dawson and Jeff Boyle reported that all trees eligible for a tree rebate from the City of Hays have been tagged at Hays Greenhouse, Riedel’s Landscaping, and Home Depot. Jeff Boyle reported that year-to-date \$1,676.92 has been spent for either tree rebates or tree removals. The budgeted amount for 2014 is \$12,000.
- G. Vine Street Beautification:** No report.

**ADD-ONS:** Jeff Boyle reported that the powder coating project on the cemetery fence is proceeding nicely. He also reported that there continues to be dumping of rocks and dirt in Arnhold Park.

Doris Wing moved, Carol Heiman seconded, that the meeting be adjourned at 12:50 p.m. All voted in favor of approval.

Submitted by: Doris Wing, Recording Secretary

**HAYS RECREATION COMMISSION  
REGULAR MEETING  
May 28, 2014**

Chair called the meeting to order at 12:10 pm.

**Roll Call**

Chair	Jeff Briggs
Vice-Chair	Lynn Maska
Secretary	Mark Junk
Commissioner	Nancy Jeter
Commissioner	Clint Albers
Superintendent	Roger Bixenman

**Approval of Agenda**

Motion by Lynn Maska to approve the agenda. Second by Mark Junk. Motion carried 5-0.

**Approval of Minutes**

Motion by Mark Junk to approve the minutes of the regular meeting for April 23, 2014. Second by Nancy Jeter. Motion carried 5-0.

**Audience Participation**

No Audience Participation

**Written Communication**

Written communications were shared with the board.

**Finances**

*Financial Statement*

Motion by Nancy Jeter to approve the financial statement for April 2014. Second by Lynn Maska. Motion carried 5-0.

**Staff Reports**

**Sports Director**

Information was shared with the board concerning sports.

**Program Director**

Information concerning all programming was shared with the board.

**Aquatics Director**

Information was shared with the board concerning aquatics.

**Wellness Director**

Information was shared with the board concerning wellness.

**Sports Complex Director**

Information was shared with the board concerning the sports complex.

**Superintendent**

Update on the 23 passenger vehicle was discussed with the board. Incidents that occurred at the complex was discussed with the board.

**Unfinished Business**

No Unfinished Business

**New Business**

Update on Bank Signature Cards

Motion by Lynn Maska to approve the updated board member signature cards at Golden Belt Bank to include Jeff Briggs, Nancy Jeter and Mark Junk on the signature cards. Second by Clint Albers. Motion carried 5-0

**Board Member Reports**

None

**Other Action**

None

**Executive Session**

None

**Adjournment**

Motion by Nancy Jeter to adjourn the meeting. Second by Clint Albers. Motion carried 5-0.

Respectfully submitted,

Roger Bixenman CPRP  
Superintendent

**City of Hays**  
**Public Works Department - Airport Division**

FROM: Airport Manager  
 RE: Enplanements



<b>2014 Enplanements</b>								
<b>Month</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Comparison 2013-2014</b>
January	645	562	537	562	655	645	527	-18%
February	573	451	532	551	717	528	367	-30%
March	743	582	681	754	793	841	311	-63%
April	689	583	682	724	726	716	0	-100%
May	772	756	774	943	1050	1043	0	-100%
June	739	594	732	998	687	818	0	-100%
July	726	668	679	984	704	775	0	-100%
August	690	517	693	945	752	571		-100%
September	625	621	662	858	659	585		-100%
October	721	629	741	786	782	645		-100%
November	593	664	694	814	828	646		-100%
December	696	808	811	981	975	903		-100%
<b>EAS Total</b>	<b>8,212</b>	<b>7,435</b>	<b>8,218</b>	<b>9,900</b>	<b>9,328</b>	<b>8,716</b>	<b>1,205</b>	<b>-86.17%</b>
<b>Other Charters</b>					<b>550</b>			
<b>Charter Total</b>	<b>345</b>	<b>24</b>	<b>802</b>	<b>318</b>	<b>319</b>	<b>328</b>	<b>235</b>	<b>-28.35%</b>
<b>TOTAL</b>	<b>8,557</b>	<b>7,459</b>	<b>9,020</b>	<b>10,218</b>	<b>10,197</b>	<b>9,044</b>	<b>1,440</b>	<b>-11.31%</b>

Commercial pass.

Average/Day                      20.4    22.5    27.1    25.6    23.9    6.7

<b>2014 On-Time Statistics - Great Lakes (Jan-Mar), SkyWest (Aug-Dec)</b>												
	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>
<b>On-time (wi/15 mins)</b>	38%	39%	20%	N/A	N/A	N/A	N/A					
<b>Percentage delayed or Cancelled (wi/30 mins)</b>	62%	61%	80%	N/A	N/A	N/A	N/A					

**\*\*Industry Average for on time (June 2010) -- 76.4%**

\*\*On-Time Performance taken from August 2010 issue of Air Travel Consumer Report.