

**CITY OF HAYS COMMISSION MEETING
THURSDAY, SEPTEMBER 10, 2015 – 6:30 P.M.
AGENDA**

1. Call to order by Chairperson.
2. **MINUTES:** Consider approval of the minutes from the regular meeting held on August 27, 2015. (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).
Cereal Malt Beverage License Application: Volga German Society (Oktoberfest) (PAGE 9)

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

5. **SANITARY SEWER HEAVY CLEANING PROPOSAL:** Consider accepting the sanitary sewer heavy cleaning proposal from Mayer Specialty Services, L.L.C. to be funded from Water and Sewer Capital Reserves. (PAGE 17)
6. **KING'S GATE ADDITION, PHASE 2 – SUBDIVISION ENTRANCE SIGN:** Consider authorizing the City Manager to sign an agreement with Covenant Land & Developing, Inc. to allow the placement of the proposed island median and sign at the entrance to King's Gate Drive located at the intersection of West 41st Street and King's Gate Drive. (PAGE 49)
7. **KING'S GATE ADDITION, PHASE 2 – AWARD OF BID:** Consider authorizing the City Manager to enter into a contract with APAC for construction of street, water, storm water and sanitary sewer improvements within the King's Gate Addition, Phase 2, with the project cost to be paid by the developer and Special Assessment to the Benefit District. (PAGE 59)
8. **REZONING OF LOT 14 AND A PORTION OF LOT 13, BLOCK 21, HAYS PLAZA 3RD ADDITION (1601 EAST 27TH FRONTAGE ROAD) FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO MULTI-FAMILY DWELLING DISTRICT (R-4):** Consider approving Ordinance No. 3902 rezoning the property of 1601 East 27th Frontage Road (Lot 14 and a Portion of Lot 13, Block 21, Hays Plaza 3rd Addition) from Single-family Residential District (R-1) to Multi-family Dwelling District (R-4). (PAGE 67)
9. **REPORT OF THE CITY MANAGER**

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 AUGUST 27, 2015

1. CALL TO ORDER BY CHAIRMAN: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, August 27, 2015 at 7:30 p.m. The meeting began at 7:30 p.m. instead of the regular 6:30 meeting time to allow the Commissioners to attend the Core2Campus event at 6:00 p.m.

Roll Call: Present: Eber Phelps
Shaun Musil
James Meier
Henry Schwaller IV
Lance Jones

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

2. PROCLAMATION – COMMUNITY SUPPORTING BREASTFEEDING: Mayor Phelps read a proclamation proclaiming, Hays, as a community supporting breastfeeding as designated by the Kansas Breastfeeding Coalition, and encouraged all citizens to support breastfeeding families wherever and whenever possible.

Brenda Bandy, Program Director for the Kansas Breastfeeding Coalition and Elaine Rupp, Hays Area Children Center, thanked the community for their support.

3. MINUTES: There were no corrections or additions to the minutes of the regular session held on August 13, 2015; the minutes stand approved as presented.

4. FINANCIAL STATEMENT: Finance Director, Kim Rupp, presented the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended July 31, 2015. Month-to-date general fund sales tax collections were at \$635,949 which is a decrease of \$13,769 as compared to last

year, ending an eight month trend upward. Year-to-date general fund collections are at \$4,336,822, up \$119,415 or 2.83%.

The Finance/City Clerk's Office invested \$2,200,000 of maturing or renewing certificates with a weighted average interest rate of .33%. The portfolio of certificates of deposit on July 31, 2015 totaled \$55,850,000 with a weighted average interest rate of .26%. The total balance of the money market account on July 31, 2015 was \$1,000,000 with a current yield of .20%. Total investments are up \$1,400,000 when compared to this time last year.

Shaun Musil moved, James Meier seconded, that the Financial Statement for the month of July, 2015 be approved.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

5. CITIZEN COMMENTS: There were no comments.

6. CONSENT AGENDA: Chairperson Phelps presented the following mayoral appointments for approval:

Building Trades Board

Neal Younger, Midwest Energy – four-year term to expire August 27, 2019 (first term)

Hays Public Library Board

Lauren Lowry – unexpired term to expire April 30, 2017 (2nd term – non-consecutive)

Sister Cities Advisory Board

Vincent Bowhay – unexpired term to expire January 1, 2018 (first term)

Henry Schwaller IV moved, Lance Jones seconded, to approve the consent agenda.

Vote: Ayes: Eber Phelps
Shaun Musil
James Meier
Henry Schwaller IV
Lance Jones

NEW BUSINESS

7. MIDWEST ENERGY ACTIVITIES UPDATE: Earnie Lehman, President and General Manager of Midwest Energy and Bill Dowling, Vice President, Engineering and Energy Supply, presented the Commissioners with an update on recent Midwest Energy, Inc. activities. Items discussed include the expansion of the Goodman Energy Center, transmission line upgrades, and wind energy.

8. REQUEST FROM THE FRIENDS OF THE HAYS DOG PARK FOR TWO DOG PARK SHELTERS: The Friends of the Hays Dog Park (FHDP) worked to implement a dog park at the Bickle-Schmidt Sports Complex in Hays. Phase one and phase two have been completed and they are requesting to begin the third and final phase. All funds for the dog park have come from the FHDP, via fundraisers and grants. The FHDP are requesting approval to transfer funds totaling \$18,840.75 from the Friends of the Hays Dog Park to the City of Hays Park Development Fund, to cover the costs for the installation of two shelters from Quality Structures Incorporated (QSI) for a total amount of \$15,000 as well as concrete and supplies for \$3,840.75. The remainder of the items in phase three have minimal costs and can be purchased after the FHDP have obtained adequate funds to cover the costs.

Henry Schwaller IV moved, Lance Jones seconded, to approve the transfer of funds totaling \$18,840.75 from the Friends of the Hays Dog Park to the City of Hays Park Development Fund to cover the costs for the installation of

two shelters from Quality Structures Incorporated for an amount of \$15,000, as well as concrete and supplies for \$3,840.75.

Vote: Ayes: Eber Phelps
Shaun Musil
James Meier
Henry Schwaller IV
Lance Jones

9. ANNEXATION OF 2225 WEST 41ST STREET: The owners of 2225 West 41st Street have requested annexation of the property into the city limits of Hays. The primary reason for the request is to get City water service since the well serving the property has gone bad. The area proposed to be annexed is located along West 41st Street between Smoky Hill Drive and Covenant Drive. The property is contiguous (bounded on three sides) with the present city limits.

Approval of the annexation will allow the property owner to receive full benefits of city services, including utilities and fire and police protection. No additional infrastructure will be necessary because of this proposed annexation, since all city infrastructure and utilities are already in place.

Henry Schwaller IV moved, James Meier seconded, to approve Ordinance No. 3901 annexing 2225 West 41st Street into the City of Hays.

Vote: Ayes: Eber Phelps
Shaun Musil
James Meier
Henry Schwaller IV
Lance Jones

10. CORPS OF ENGINEERS' SECTION 205 STUDY AGREEMENT: Steven Walters, Stormwater Specialist, presented information to the Commissioners regarding a proposed 50/50 cost share agreement with the United States Army Corps of Engineers (USACE) to study the Lincoln Draw watershed. The City of Hays has studied the watershed for many years, but until the stormwater utility was established, there was not a funding mechanism to make needed improvements to the watershed. The Lincoln Draw watershed is the next logical

flood reduction project to tackle based on the City of Hays Storm Water Master Plan. The proposed study is estimated to cost \$664,000 with the City share being \$332,000. Based on preliminary cost estimates, the construction phase is estimated at \$3.5 million with the City share being \$1.2 million. Preliminary review for the economic justification of the project estimate a \$9 benefit for every \$1 spent based on the \$3.5 million construction estimate.

The City of Hays and the USACE have each budgeted \$75,000 for fiscal year 2015. The City of Hays has budgeted \$250,000 for fiscal year 2016. City staff is proposing to meet the \$75,000 2015 obligation through contracting the survey and geotechnical vendors as in-kind services. The study and subsequent project will provide benefits to the City of Hays, including allowing continued development in the Lincoln Draw watershed, as well as reducing flood risk in the core of the City.

James Meier moved, Shaun Musil seconded, to authorize the City Manager to enter an agreement with U.S. Army Corps of Engineers under the Section 205 program to conduct a study to determine the best locations for detention facilities in the Lincoln Draw watershed.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

11. 2016-2018 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HAYS AND FRATERNAL ORDER OF POLICE LODGE 48, INC. (FOP):

The City of Hays' meet and confer team have reached a tentative agreement with the Fraternal Order of Police (FOP) Lodge 48 Inc. for a three year term. The current agreement is set to expire at the end of 2015. This tentative agreement includes wages as the only automatic annual opener, a \$2,050 pay adjustment for 2016, \$1,500 pay adjustment to the bottom of the pay ranges, changing Short Term Disability payments from 100% to 70%, and minor clerical changes.

Henry Schwaller IV moved, Lance Jones seconded, to authorize the Mayor, City Manager, Police Chief and the Director of Communications to sign the 2016-2018 Memorandum of Agreement.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

12. 2016-2018 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HAYS AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2119 (IAFF):

The City of Hays' meet and confer team have reached a tentative agreement with the Hays Firefighter Local 2119 of the International Association of Firefighters (IAFF) for a three year term. The current agreement is set to expire at the end of 2015. This tentative agreement includes wages as the only automatic annual opener, a \$2,050 pay adjustment for 2016 and \$1,500 pay adjustment to the bottom of the pay ranges.

Henry Schwaller IV moved, Shaun Musil seconded, to authorize the Mayor, City Manager, and Fire Chief to sign the 2016-2018 Memorandum of Agreement.

Vote: Ayes: Eber Phelps

Shaun Musil

James Meier

Henry Schwaller IV

Lance Jones

13. PROGRESS REPORT: There was nothing to report.

14. REPORT OF THE CITY MANAGER: The City Manager had no additional items to report on.

15. COMMISSION INQUIRIES AND COMMENTS: Commissioner Jones thanked the nursing students for attending the meeting, and stated he enjoyed the Core2Campus event.

Chairperson Phelps reminded everyone to attend the Gallery Walk Friday evening.

The meeting was adjourned at 9:02 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 4

MEETING DATE: 9-10-15

TOPIC:

Cereal Malt Beverage License

ACTION REQUESTED:

Approve the Cereal Malt Beverage License for the Volga German Society – Oktoberfest.

NARRATIVE:

N/A

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

N/A

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Cereal Malt Beverage Application

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Ellis

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>23-7454792</u>			
Name of Corporation <u>Volga German Society</u>		Principal Place of Business <u>P.O. Box 1314</u>	
Corporation Street Address <u>P.O. Box 1314</u>		Corporation City <u>Hays</u>	State <u>KS</u>
Date of Incorporation <u>June 4, 1975</u>		Zip Code <u>67601</u>	
Resident Agent Name <u>Eleanor Schippers</u>		Articles of Incorporation are on file with the Secretary of State <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Residence Street Address <u>503 Iron</u>		Phone No. <u>785-735-2230</u>	
		City <u>Victoria</u>	State <u>KS</u>
		Zip Code <u>67671</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name North French / <u>Municipal Park</u>		Name <u>Volga German Society (Oktoberfest)</u>	
Business Location Address <u>South Main Street</u>		Address <u>P.O. Box 1314</u>	
City <u>Hays</u>	State <u>KS</u>	City <u>Hays</u>	State <u>KS</u>
Zip <u>67601</u>		Zip <u>67601</u>	
Business Phone No.		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name <u>Nick Werth</u>		Position <u>President</u>	
Residence Street Address <u>223-240th Ave</u>		City <u>Hays</u>	
State <u>KS</u>		Date of Birth <u>1-20-52</u>	
Zip Code <u>67671</u>			
Spouse Name		Position	
Residence Street Address		City	
State		Date of Birth	
Zip Code			
Name <u>Janel Moore</u>		Position <u>Vice-President</u>	
Residence Street Address <u>1201 Felton Dr.</u>		City <u>Hays</u>	
State <u>KS</u>		Date of Birth <u>4-20-52</u>	
Zip Code <u>67671</u>			
Spouse Name		Position	
Residence Street Address		City	
State		Date of Birth	
Zip Code			
Name <u>Eleanor Schippers</u>		Position <u>Secy-Tres</u>	
Residence Street Address <u>503 Iron</u>		City <u>Victoria</u>	
State <u>KS</u>		Date of Birth <u>12-15-25</u>	
Zip Code <u>67671</u>			
Spouse Name		Position	
Residence Street Address		City	
State		Date of Birth	
Zip Code			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name <i>Gen Jacobs</i>	Position <i>Member</i>	Date of Birth
Residence Street Address <i>2915 Ash</i>	City <i>Hays</i>	State <i>KS</i>
		Zip Code <i>67601</i>
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
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Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <u>Nick Werth</u>	Phone No. <u>(rel) 785-259-5664</u>	Date of Birth
Residence Street Address <u>223 - 240th Ave.</u>	City <u>Hayes</u>	Zip Code <u>67671</u>
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 – DURATION OF SPECIAL EVENT		
Start Date <u>X Eleanor Schippers Oct 3 - 15</u>	Time <u>10AM to 6PM</u>	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date <u>Oct. 5 - 2015</u>	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE X Eleanor Schippers DATE Dec 8 - 2014

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>125.00</u> Date <u>6/19/15</u> ((\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>6/19/15</u>	
<input type="checkbox"/> Background Investigation Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF INVESTIGATION**

Date of Expiration 10/03/15

Date to be Considered
by City Commission 08/27/15

Business Name Volga German Society
Address Municipal Park
Owner Name/D.O.B. Volga German Society
Owner Phone 785-735-2230
Manager Name Eleanor Schippers DOB:12/15/25
Manager Phone 785-735-2230

CERTIFICATE OF CHIEF OF POLICE

A review of Hays Municipal Court and Ellis County District Court records as well as a review of the Kansas driver's license reveal that the applicant(s) as of this date **(has)** **(has not)** been convicted within the last two years of a felony, any crime involving a moral turpitude, drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or drugs.

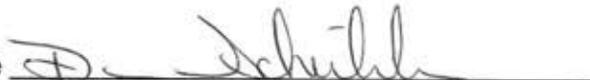
Applicant(s) on this date **(did)** **(did not)** meet the requirements of applicable city laws and ordinances, regarding issuance of Cereal Malt Beverage License.

Comments: _____

I **(do)** **(do not)** recommend approval of this license.

Date 7-31-2015

Chief of Police



**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF ZONING**

Date of Expiration 10/03/15

Date to be Considered
by City Commission 08/27/15

Business Name Volga German Society
Address Municipal Park
Owner Name Volga German Society
Manager Name Eleanor Schippers
Manager Phone 785-735-2230

CERTIFICATE OF ZONING

The property is zoned R-4 which (does) ~~(does not)~~ allow
this type of business. (do) ~~(do not)~~ recommend approval of this license under the following
conditions:

Date 8-3-15

Zoning Administrator 

**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF
FIRE & SAFETY CODE REQUIREMENTS**

Date of Expiration: 10/3/15 Date to be Considered
by City Commission 08/27/15

Business Name Volga German Society
Address Municipal Park
Telephone Number 785-735-2230
Owner Name Volga German Society
Manager Name Eleanor Schippers 12/15/1925

CERTIFICATION OF FIRE SAFETY

The building and premises (do) ~~(do not)~~ meet the Fire and Safety Code requirements of the City as of the date of inspection. I (do) ~~(do not)~~ recommend approval of this license under the following conditions:

Date 7-31-15

Fire Chief



CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5

MEETING DATE: 9-10-15

TOPIC:

Sanitary Sewer Heavy Cleaning Proposal

ACTION REQUESTED:

Accept the sanitary heavy sewer cleaning proposal from Mayer Specialty Services, LLC not to exceed \$121,383.40, to be funded from Water and Sewer Capital Reserves.

NARRATIVE:

The Utilities Department initiated a multi-year program to clean sewer mains in 2013. Mayer Specialty Service, LLC was chosen in 2013. In summer of 2013 they cleaned and videoed 19 miles of sewer mains and again in 2014. During that time, Mayer Specialty identified several segments that required heavy cleaning that was beyond the scope of the normal cleaning contract. City Staff also identified other areas that need heavy cleaning. We estimate that in the 10 inch to 24 inch lines we have about 14,000 ft. of potential heavy cleaning. The per foot cost ranges from \$10.55 to heavy clean a 24 inch sewer to only \$0.80 to light clean a 10 inch sewer. Mayer will log Heavy, Medium, and Light cleaning footage and bill us accordingly.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Bernie Kitten, Director of Utilities

ADMINISTRATION RECOMMENDATION:

Staff recommends accepting the sanitary heavy sewer cleaning proposal from Mayer Specialty Services, LLC not to exceed \$121,383.40 and the expenditure is to be from the Water and Sewer Capital Reserves.

COMMITTEE RECOMMENDATION(S):

NA

ATTACHMENTS:

Staff Memo
2015 Map of Heavy Cleaning Area
2015 Mayer Proposal Sanitary Sewer Heavy Cleaning Agreement
August 4, 2015 Invitation to Bid

Commission Work Session Agenda

Memo

From: Bernie Kitten, Utilities Director

Work Session: September 3, 2015

Subject: Sanitary Sewer Heavy Cleaning; COH 2015-16

Person(s) Responsible: Bernie Kitten, Director of Utilities
Johnny O'Connor, Assistant Director of Utilities

Summary

The Utilities Department initiated a multi year program to clean sewer mains in 2013. Mayer Specialty Service, LLC was chosen in 2013. In summer of 2013 they cleaned and videoed 19 miles of sewer mains and again in 2014. During that time, Mayer Specialty identified several segments that required heavy cleaning that was beyond the scope of the normal cleaning contract. City Staff also identified other areas that need heavy cleaning. We estimate that in the 10 inch to 24 inch lines we have about 14,000 ft. of potential heavy cleaning. The per foot cost ranges from \$10.55 to heavy clean a 24 inch sewer to only \$0.80 to light clean a 10 inch sewer. Mayer will log Heavy, Medium, and Light cleaning footage and bill us accordingly.

Staff recommends we accept the bid with Mayer Specialty Services, LLC with a not to exceed \$121,383.40. Money is budgeted for this item in the 2015 CIP.

Background

Proper operation and maintenance of a collection system is required by the city's wastewater discharge permit. Problems caused by a lack of sewer cleaning include: sewer backups, manhole overflows, public exposure to raw sewage, and regulatory fines. Not removing settled solids that accumulate in the lines can cause generation of hydrogen sulfide gas. This gas is corrosive to concrete and could be the cause of the manhole deterioration we are experiencing. On average, municipalities are cleaning approximately 29% of their sewer lines per year. In Hays, our goal is 33% (38 miles) per year.

The Utilities department has existing staff that does emergency call out for sewer backup removal. They also clean certain problem lines every 6 months. Currently, there is not enough utility staff to achieve the regular line cleaning goal of one third of the town.

In the past 2 years, city operators cleaned the "flushing maintenance route" and about one sixth of the regular lines by using one Operator and one summer helper. We contracted Mayer Specialties, who cleaned one sixth, 19 miles. This allowed Utilities to reach the

one third goal of cleaning for 2013 and 2014. Through this program Mayer Specialties was able to identify many areas in our system that needed additional work in the areas of heavy cleaning, which includes root removal, chemical root treatment, protruding tap removal, pipe descaling, sedimentation and debris removal.

Discussion

To move to the Heavy Cleaning phase of our sewer rehabilitation program, bids were solicited with a detailed proposal sheet and sent to potentially three (3) vendors, UMC-Wildcat, Mayer Specialties, and AAA Pipeline. These vendors were selected through the National Association of Sewer Service Companies (NASSCO) in which only one submitted a proposal.

Mayer Specialty Service, LLC submitted a proposal of \$121,383.40 that includes heavy to light cleaning, and other line maintenance done during cleaning.

We estimate that in the 10 inch to 24 inch lines we have about 14,000 ft. of potential heavy cleaning. The per foot cost ranges from \$10.55 to heavy clean a 24 inch pipe to only \$0.80 to light clean a 10 inch sewer. Mayer will log Heavy, Medium, and Light cleaning footage and bill us accordingly. The work will be logged daily with CCTV inspection being required in order to accept the work that was performed. That video will be incorporated into the baseline video we are creating of all 114 miles of sewer lines to create a record of this asset. We will be able to detect of flaws and will allow planning for repairs before catastrophic failure.

Staff has had good experience with the company. In the summer of 2013 and 2014; Mayer Specialty cleaned and videoed 19 miles of sewer. Staff was very pleased with the work. They completed the work in a timely manner. They placed door hangers on all affected customers. They handled customer problems professionally and promptly with follow up.

Legal Consideration

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

Financial Consideration

The Quote for \$121,383.40 is under the \$150,000 that was programmed into the 2015 Capital Improvement Plan. The expenditure is to be from the Water and Sewer Capital Reserves.

Options

1. Accept proposal from Mayer Specialty Services, LLC, for sanitary heavy sewer cleaning not to exceed \$121,383.40.
2. Provide alternate direction to City Staff
3. Do nothing.

Recommendation

Staff recommends accepting the sanitary heavy sewer cleaning proposal from Mayer Specialty Services, LLC not to exceed \$121,383.40 and the expenditure is to be from the Water and Sewer Capital Reserves.

Action Requested

Accepting the sanitary heavy sewer cleaning proposal from Mayer Specialty Services, LLC not to exceed \$121,383.40, and is to be funded from funded from Water Sewer Capitol Reserves.

Supporting Documentation

2015 Map of Heavy Cleaning Area (Included in Invitation to Bid)
2015 Mayer Proposal Sanitary Sewer Heavy Cleaning Agreement
August 4th 2015 Invitation to Bid

City of Hays

DIA



MAYER

SPECIALTY SERVICES, L.L.C.

August 3, 2015

Johnny O'Connor
Hays, City of
1000 Vine St.
Hays, KS 67601

Dear Johnny,

Mayer Specialty Services, LLC is excited to submit our proposal to assist you with the following project:

***SANITARY SEWER HEAVY CLEANING & CCTV INSPECTION
CITY OF HAYS, KS***

We have a complete understanding of the requirements needed for this inspection and our team of trained technicians is prepared to handle every aspect of this project. We have the capacity, knowledge and experience to complete this project for you in a timely manner and are prepared to make a solid commitment to this project.

- We have a complete PACP/MACP/LACP certified CCTV inspection crew assembled and ready – no outside services required.
- Our approach is straightforward, comprehensive, and complete; we meet every aspect of this project.
- We are a local Kansas company offering extremely reasonable and cost-effective rates for our services.
- We utilize state of the art Aries CCTV inspection equipment.
- We utilize PACP certified InspectIT reporting software.

Mr. O'Connor, our team is available to begin this project October 1, 2015 and we understand the importance finishing the project uninterruptedly and in a timely fashion. We have worked with you on several projects and you are aware of the fact that you can contact any of us anytime via mobile phone, email or at the office. Through our previous projects you'll know we'll provide an efficient process and comprehensive reporting to complete this project on time and within budget. We would be proud to complete this project for you and look forward to working with you.

Sincerely,



Todd Mayer
President

PROPOSAL

COH PROJECT NO. 2015-16
Sanitary Sewer Heavy Cleaning

- The undersigned declares he/she has examined the Request for Proposals and all attached documents 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.

Required Documents Attached _____ (Yes / No)

Proof of Qualifications/Experience _____ YES
References - _____ YES
Detailed Scope of Work - _____ YES

Item Number	Description	Estimated Quantity	Unit	Unit Price Light Cleaning	Unit Price Medium Cleaning	Unit Price Heavy Cleaning	Extended Heavy Cleaning
1							
2	24" Pipe	2053	Liner Foot	\$1.50	\$8.75	\$10.55	\$21,659.15
3	18" Pipe	2552	Liner Foot	\$1.25	\$5.60	\$ 6.60	\$16,843.20
4	15" Pipe	4750	Liner Foot	\$1.05	\$4.35	\$ 5.05	\$23,987.50
5	12" Pipe	4069	Liner Foot	\$0.90	\$3.30	\$ 3.75	\$15,258.75
6	10" Pipe	0536	Liner Foot	\$0.80	\$2.75	\$ 3.05	\$ 1,634.80
Sub Total Cleaning							\$79,383.40
7	Root Removal	40	Hour			\$360.00	\$14,400.00
8	Chemical Root Treatment	20	Hour			\$660.00	\$13,200.00
9	Protruding Tap Removal	20	Hour			\$360.00	\$ 7,200.00
10	Pipe Descaling	20	Hour			\$360.00	\$ 7,200.00
11	CCTV Inspection		Required				No Charge
Estimated Total							\$121,383.40

Contractor's CCTV operator is NASSCO – PACP certified YES X NO _____

Contractor will utilize NASSCO – PACP certified television inspection software YES X NO _____

(NAASCO – National Association of Sewer Service Companies PACP – Pipeline Assessment and Certification Program)

Contractor's proposal meets all specifications without exception YES X NO _____

Proof of Insurance YES, ENCLOSED

Proof of licensure

N/A

Acknowledgement of Addenda/Revisions

NONE

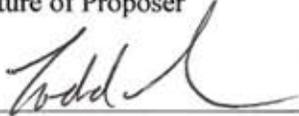
(If Any # ____, # ____, # ____)

List of exceptions to the scope of services:

NONE

Dated this 3rd day of August, 2015.

Signature of Proposer



By

Todd Mayer, President

Title

Mayer Specialty Services, LLC

Company Name

MAYER

SPECIALTY SERVICES, L.L.C.

BACKGROUND AND EXPERIENCE EMPLOYEE QUALIFICATIONS CONFIDENTIAL

Todd Mayer, President – 32 years industry-specific experience

April 2001 – Present

- Owner/President of Mayer Specialty Services, LLC offering:
 - Sewer manhole and other wastewater structure rehabilitation
 - Certified applicator for Strong-Seal products
 - Certified applicator of Zebron, 100% Solids Hybrid Polyurethane
 - CCTV Sewer line inspections
 - State-of-the-art equipment and itPipes recording software
 - Sewer Line Cleaning
 - High pressure/volume water blasting
 - Numerous nozzle types, percussion cutters and various hydraulic powered mechanical cleaning devices
 - Vacuum Removal & Excavation
 - Chemical Grouting
 - Pipe joints, manholes and other sewer structures
 - Chemical Sewer Root Control
 - Certified applicator of RootX chemical root inhibitor
 - Force Sewer Main & Water Main Cleaning
 - Progressive pigging method, line sizes 4" & up
 - New construction acceptance testing
 - Hydrostatic for Water & Force Sewer Mains
 - Vacuum for Manholes
 - Air Pressure for New Gravity Sewer Mains
 - Deflection for New Gravity Sewer Mains
 - CCTV for New Gravity Sewer Mains
 - "Hot" Tapping of Live Water Lines – ¾" – 12" Taps on Any Size Main
 - Internal CIPP Point Repairs, 3" – 24" Pipe

FACILITIES:

A 140,000 square foot shop/office located at 831 Industrial Road, Goddard, Kansas.

EQUIPMENT:

4 – Combination Sewer Cleaner Trucks	1 – Chemical Grouting Trailer
3 – Sewer Cleaner Trucks	2 – Cementitious Rehabilitation Trucks
2 – Easement Machines & Trailers	2 – 1,500 Gal. Water Trucks
4 – CCTV Trucks	3 – Enclosed Job Trailers
2 – Zebron Application Trucks	6 – Pickup Trucks
2 – Flat Bed Trailers	Support Equipment

EMPLOYEES:

19 – Full-time field technicians with a combined 90 years industry-specific experience
4 – Full-time office staff with a combined 30 years industry-specific experience
1 – Full-time equipment maintenance technician

MAYER

SPECIALTY SERVICES, L.L.C.

BACKGROUND AND EXPERIENCE
EMPLOYEE QUALIFICATIONS
CONFIDENTIAL

Todd Mayer, President, cont.

Previous Experience:

September 1983 – April 2001 Triple C of Wichita – Utility Maintenance Contractors, Inc.

Sept. 1983 – May 1984 – Laborer installing residential sewers

May 1984 – May 1985 – Crew Lead Man installing residential sewers & municipal sewer mains, manholes, storm sewers and water mains

May 1985 – Aug. 1985 – Foreman installing residential sewers & municipal sewer mains, manholes, storm sewers and water mains

In August of 1985, Triple C of Wichita became Utility Maintenance Contractors, Inc. At this time the focus was changed from residential/municipal installation company to a strictly municipal service company providing sanitary & storm sewer cleaning, CCTV inspections and acceptance testing of new sewer mains and manholes. The company also expanded its base of operations from the Wichita metro area to include all of Kansas and eventually on into Oklahoma, Colorado, Nebraska, Missouri, Iowa & Texas.

Aug. 1985 – July 1994 – Field Supervisor – three 3-man crews

- Sept. 1985 – Certified by Cues, Inc of Orlando Fla. as CCTV operator
- Oct. 1985 - Began operation of the first privately owned CCTV inspection truck in the State of Kansas
- June 1989 – Became the second person nation-wide to be certified as a Strong-Seal applicator of cementitious manhole rehabilitation products – Began developing a market and rehabilitating manholes in Kansas
- Dec. 1991 – Became, if not the first, at least one of the first certified applicators of Raven Lining Systems 100% solids epoxy coatings as used to protect sewer manholes and other sewer/WWTP and industrial structures. Helped design and built the first truck-mounted Raven mobile application rig. Began developing a market and applying Raven as a protective coating on wastewater structures

July 1994 – April 2001 – Operations manager

- Four 3-man crews
- Preparing bids
- Scheduling work
- Large project site supervision
- Supervised equipment repair & maintenance
- Personnel control
- Facilities maintenance

Responsibilities & Duties

August 2001 - Present

- Scheduling and execution of the company's contract sanitary sewer maintenance programs for over 80 municipalities completing an average of 1.3 million feet of sanitary sewer lines each year.
- Supervision of 3-4 crew members.
- Preparation of all reports of work completed, timesheets, etc. Ability to read maps and plans.
- Addressing and resolving complaints in an efficient and timely manner.
- Ensuring adherence to safe work practices and procedures at all times.
- Maintaining equipment in good working order.

Similar Projects Completed

City of Garden City, KS
Mike Muirhead – 620-271-1577
301 N 8th St
Garden City, KS 67846

*Multi-year Sanitary Sewer Maintenance Program 2012-2014
565,996 lf cleaned with 10% television inspection*

City of Kingman, KS
Dale Robinson – 620-532-5347
324 N Main
Kingman, KS 67068

*Multi-year Sanitary Sewer Maintenance Program 2011-2013
136,830 lf cleaned with 10% television inspection*

Certification

- PACP/MACP/LACP certified by NASSCO; certificate number available upon request.
- Current, up-to-date certification in Confined Space, CPR, First Aid, Lock-out/Tag-out, Personal Protective Equipment, Fit Testing, Respiratory Training, Bloodborne Pathogen, OSHA Record Keeping, Accident Investigating & Reporting, Violation and Disciplinary Action, Powered Industrial Trucks, Drug & Alcohol Policy, OSHA 10-hour
- Class B CDL
- DOT Physical
- Forklift Certification

Extensive knowledge of various sewer cleaning and television inspection equipment and software
Computer skills

National Association of Sewer Service Companies
NASSCO, Inc.

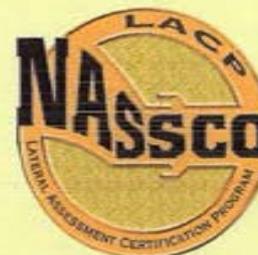
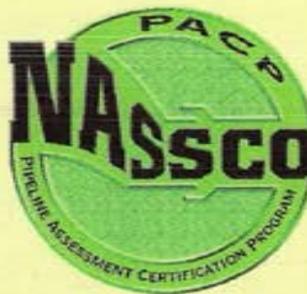
Certificate of Completion

This is to certify that

Ed Reavis

Is certified to practice PACP, MACP and LACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-411-12558



Theodore J. DeBoda

Signature Theodore J. DeBoda, P.E., Executive Director

4/11/14

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

MAYER

SPECIALTY SERVICES, L.L.C.

BACKGROUND AND EXPERIENCE
REFERENCES
CONFIDENTIAL

Municipal Maintenance Program References:

Contact Info	Agreement Dates	Project Information
Tim Aelmore City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226 Phone: 316-744-2888	2010-12	Sewer Maintenance Program Total Project Completed: 154,851 lineal feet
Mike Murihead City of Garden City 301 N. 8th St. Garden City, KS 67846 Phone: 620-271-1577	2012-14	Sewer Maintenance Program Total Project Completed: 565,996 lineal feet

Cleaning & Television Inspection Program References:

Contact Info	Agreement Dates	Project Information
Bernie Kitten City of Hays 1000 Vine St Hays, KS 67601 Phone: 785-628-7380	2013-2014	Cleaning & Television Inspection Program Total Project Completed: 204,461 lineal feet
Monty Hole City of Salina 300 W Ash Salina, KS 67402 Phone: 785-826-7315	2015	Cleaning & Television Inspection Program Total Project Completed: 130,000 lineal feet
Sam Johnson, PE BG Consultants, Inc. 4806 Vue Du Lac Pl Manhattan, KS 66503 Phone: 785-537-7448 Ext 1119	2011	CCTV Inspection of Sanitary Sewer System in Horton, Kansas Total Project Completed: 94,215 lf

PROJECT DESCRIPTION
SANITARY SEWER HEAVY CLEANING & CCTV INSPECTION
CITY OF HAYS, KANSAS

- This proposal includes all labor, material, and equipment for heavy sanitary sewer cleaning, inspection, and inspection reporting.
- The purpose of this project is to clean the sewer, inspect it, and provide inspection reports.

SCHEDULING AND EXECUTION OF THE WORK

- Proposed start date is October 1, 2015; expected completion date is November 30, 2015 with the final report(s) being submitted by December 14, 2015 or no more than 10 days from completion of project.
- The Client and the Contractor will establish a schedule that identifies the project itinerary that is mutually beneficial to both parties within the performance period.
- The Contractor will work in a continuous fashion once the project is started.
- Reasonable allowances, as mutually agreed upon by both the Client and the Contractor, for weather and other occurrences outside of either party's control will be reason to deviate from schedule and/or extend the performance period.

WORK AND MATERIALS PROVIDED BY THE CITY OF HAYS OR OTHERS

- Community awareness that the sewer project is scheduled with the Contractor.
- Legal and physical access to manholes within this sewer in project.
- Exposure of buried manholes and seized manhole lids loosened prior to Contractor mobilization.
- Any excavation, opening, back filling, and/or repair of sewers, and/or streets, required to remove the Contractor's equipment caught in the sewer pipe due to sewer defects.
- Access to nearest fire hydrants or water source of clean potable water @ 200 gpm minimum.
- A location near work site where debris, removed from the sewer cleaning operation, can be deposited.
- City to provide an export of a shape file including all lines, upstream and downstream manholes, streets GIS ID's, pipe sizes and pipe materials for import into inspection software.
- City to provide any traffic control required beyond cones, channelizers and utility work ahead signs.

WORK AND MATERIALS PROVIDED BY THE CONTRACTOR

Sewer cleaning:

- Contractor will provide sewer cleaning notices (see enclosed sample) and distribute to individually affected customers.
- Sewers will be heavy cleaned by removing grit, loose solids, and grease as per RFP specifications:
 - Light cleaning – defined as maximum of one pass of the jet nozzle.
 - Medium cleaning – defined as two to four passes of the jet nozzle.
 - Heavy cleaning – defined as five or more passes of the jet nozzle.
 - Descaling of pipe – defined as multiple passes with mechanical equipment to remove scale build-up to restore pipe to near-original inside diameter.
- The cleaning equipment will be truck mounted combination water jet/vacuum unit(s).

- Water jet performance of minimum of 65 gallons per minute at 2,000 PSI.
- Prior to the sewer cleaning operation, the Client and Contractor will agree on a sewer cleaning sequence. In general, the sewer cleaning process will proceed from the upper ends of each sewer basin to the lower ends.
- Sewers will be cleaned by introducing the water jet into the sewer line facing against the sewer flow and retrieving the water jet under pressure with the sewer flow.
- Debris will be removed by vacuum to prevent workers from entering manholes. The Contractor will collect and transport, to the site provided by the client, all debris removed during the sewer cleaning operation.

Sewer inspection:

- The Contractor will perform closed circuit video inspection of the sewers using current state-of-the-art technology and PACP/MACP/LACP certified & trained employees.
- CCTV camera will be high-resolution color with adjustable iris focus.
- CCTV camera will have pan and tilt capabilities that allow up close and right-angled inspections of defects and other significant observations.
- A remote controlled transporter will be utilized to transport the video camera.
- Lighting on video camera will be suitable to allow proper illumination and a clear video image of the entire periphery of the pipe.
- The camera will be operative in 100% humidity conditions.
- The camera, television monitor, and other components of the video system will produce a high quality video image.
- Footage distance measured by video system will be accurate within 1% and will be used to determine footages for reporting and payment. The centerline between manholes will be the reference points used to determine footage measurements
- Video inspection will not exceed a traverse rate of 30 feet per minute so that sewer line can later be thoroughly examined by the Client while viewing videotapes.

Sewer inspection reporting:

- Audio reporting will be avoided to prevent inconsistent operator subjectivity. All observations will be chosen from a standard table of descriptions incorporated in the video reporting software. The same defect and observation description tables will be used on all future project reports.
- All observations and defects will be recorded.
- The Contractor will make a color recording of all sewers inspected. The video recording will include on-screen observation identifications that label continuous footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. A computer, integrated with the video inspection equipment, will be used to eliminate errors from separate processes.
- All defects and observations will be described with a standard PACP table of descriptions so that there is no variation caused by operator subjectivity
- The Contractor will provide a printed legend of defect classifications that identifies a color-coded rating system for defect observations and their severity. The severity of each defect or observation will be recorded and rated according to the legend of classification published by NASSCO/PACP.

- The television inspection data will be exported with video files, photos, pdf's and other data for import into City's GIS mapping and Lucity program. Data will be delivered to the Client within ten (10) calendar days of the last day of the performance period.

INSPECTION REVERSALS

- A reversal is defined as any situation during the inspection that prevents the inspection camera from passing. Examples could include such things as protruding service connections, off sets, severe roots, etc.
- The Contractor will perform a reversal and access the opposite manhole of the inspection segment and finish inspecting the remaining portion of the segment in the opposite direction anytime a reversal condition is encountered.

INSURANCE

- Mayer Specialty Services, LLC will maintain General Liability and Auto Liability Insurance throughout the duration of the contract, with limits not less than \$2,000,000 General Liability, \$1,000,000 Auto, and \$500,000 Workers Compensation and Employers' Liability.
- Proof of insurance, in the form of an insurance certificate, will be issued to Client prior to the start of the project.

SEWER CLEANING NOTIFICATION

We will be cleaning sanitary sewers in your area

FROM (DATE)

THROUGH (DATE)

STARTING ABOUT 7AM, IT WILL TAKE MOST OF THE DAY.

Sewer lines can develop air pressure or a partial vacuum from the cleaning process.

Usually any excess air pressure or vacuum will dissipate through your plumbing vents, but occasionally there are homes with inadequate plumbing vents (no vents, undersized vents or obstructed vents).

In the case of inadequate venting air pressure could escape through your toilet, floor, sink, tub or shower drains causing water to splash out or, a vacuum could draw the water out of your fixture traps causing an unpleasant odor.

To guard against this possibility please:

- COVER ALL FLOOR DRAINS WITH PLASTIC AND PLACE A WEIGHT ON THE PLASTIC.
- COVER ALL TOILETS WITH PLASTIC AND CLOSE THE LID ON THE PLASTIC.
- IF YOU SHOULD EXPERIENCE AN UNPLEASANT ODOR, RUN WATER INTO EACH DRAIN TO RE-FILL THE TRAPS

Water and drains may be used as normal.

The cleaning of sanitary sewers is necessary to help prevent stoppages.

THANK YOU FOR YOUR COOPERATION
OUR APOLOGIES FOR THIS INCONVENIENCE

If you have any questions, please call:

City of Hays
Request for Proposals

COH Project 2015-16
Sanitary Sewer Heavy Cleaning

Date of Issue: ***July 1, 2015***
Proposal Due Date: ***August 4, 2015***
Tentative City Commission Approval: ***September 10, 2015***

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1. Introduction

The City of Hays Utilities Department is accepting proposals for the heavy cleaning of its sanitary sewer system.

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

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

2. Rules of Preparation

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

3. Inquiries

The Utilities Department of the City of Hays has prepared this RFP and has designated the Assistant Director, Johnny O'Connor, as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to:

Johnny O'Connor, Assistant Director
City of Hays Utilities Department
1000 Vine Street
Hays, Kansas 67601
(785) 628-7380 office
(785) 628-7382 fax
joconnor@haysusa.com

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.

4. Submission of Proposals

Please prepare and submit two (2) copies of the proposal. Completed proposals should be sealed and clearly marked "RFP for Sanitary Sewer Heavy Cleaning" and be submitted no later than **3:00 P.M. August 04, 2015 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. Responses will be evaluated objectively based on the firm's responses to the RFP.

The City of Hays will not pay costs incurred in the proposal preparation including the costs for printing, mailing, 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 services necessary to complete the project. Services required include, but may not be limited to the Items of Work detailed in **Exhibit A**. All work shall be in conformance with the 2006 International Building Code.

7. Contractual Obligations

The successful contractor will be required to accept a Purchase Order from the City of Hays in which the contractor will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Bid - The proposal submitted in response to this RFP will be incorporated as part of the Contract for Delivery.

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 \$100,000 for each occurrence and \$200,000 in the aggregate
- b. Automobile Liability Insurance – per law.
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence

The successful firm shall require all of its subcontractors to maintain the same level of insurance listed above.

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

8. Right of the City of Hays to Reject Proposals

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

9. Evaluations

Evaluation of the proposals will be based on the proposal that will best serve the City of Hays. The following items will be used in Hays' evaluation of alternatives:

1. Efficiency of Heavy Cleaning.
2. Customer Service.
3. Overall Cost of Project.

5. References and reviews.

10. Non-limitations to RFP

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

11. 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.

12. Projected Schedule of Events

Release of RFP Document	<u>07/01/2015</u>
Last day to submit proposals	<u>08/04/2015</u>
Staff recommendation to City Commission	<u>09/03/2015</u>
Tentative Notice to Proceed.	<u>09/11/2015</u>

13. Proposal Response Format

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

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Expensive bindings, promotional material, etc., are not necessary or desired.

Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The bid shall include, as a minimum:

1. Fee/Cost Proposal: Lump Sum to provide all services complete with start and completion dates.
2. Qualifications/Experience: Provide a list of similar projects your company has completed
3. References (3 minimum)
4. Detailed Scope of Work
5. Proof of Contractor Licensure
6. Proof of Insurance

Factors to be weighed in the City's decision-making

1. Efficiency of Heavy Cleaning.
2. Customer Service.
3. Overall Cost of Project.
4. References and reviews.

14. 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 not intended 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.

15. 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.

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 contractor would be compensated for all items 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: Project scope

Project shall include the following:

1 **DESCRIPTION OF THE WORK**

- 1.1 The work to be done under this specification includes all mobilization, labor, materials and equipment required for the removal of sediment, rocks, sludge, debris, grease accumulations, root obstructions and protruding lateral connections from the sanitary sewer line segments identified on the attached sewer maps.
- 1.2 The project includes approximately 14,000 lineal feet of 10"- 24" diameter sanitary sewer. It is expected that not all 14,000 lineal feet is exclusive to heavy cleaning and the following criteria should be followed to fulfill criteria in section 1.4
- 1.3 Types of cleaning of sanitary sewers:
 - a) Light cleaning of sewers consists of a maximum of 1 pass of the jet nozzle. Light cleaning of laterals will consist of flushing water into a cleanout.
 - b) Medium cleaning of sewers consists of 2 to 4 passes of the jet nozzle. Medium cleaning of laterals will consist of 1 to 4 passes with a jet nozzle.
 - c) Heavy cleaning consists of 5 or more passes of the jet nozzle such as removing heavy grease, debris, and roots.
 - d) Descaling of Pipe: Multiple passes with mechanical equipment to remove scale build up to restore pipe to original inside diameter.
- 1.4 A daily log shall be maintained to record the location of the manholes and sewer lines, lengths of the lines cleaned, method of cleaning, lines sizes, identify type of cleaning (light, medium, or heavy), and type of debris removed. Observations are to be recorded on a cleaning report form provided by contractor.
- 1.5 The purpose of this project is to complete the heavy cleaning of all identified lines and restore each line segment to a minimum of 90% of its original carrying capacity.

2 **PLANS**

- 2.1 The City will provide maps or prints for sewers to be cleaned that are highlighted to identify their inclusion for this project.
- 2.2 The City will provide reference numbers for all manholes on the maps or prints for the purpose of the Contractor referencing on cleaning reports.
- 2.3 The City desires television inspection data to be provided for import into an asset management program. City will provide an export of a shape file including all lines, upstream and downstream manholes, streets, GIS ID's, pipe sizes and pipe materials that are included in the project.

3 **SCHEDULING AND EXECUTION OF THE WORK**

- 3.1 The project performance period will be continuous from the start of project.
- 3.2 The City will give the Contractor a notice to proceed after the Contractor has submitted satisfactory insurance documents specified in section 6 of this document.

- 3.3 The City and the Contractor will establish a schedule that identifies the project itinerary that is mutually beneficial to both parties and will allow completion of the work within the project performance period.
- 3.4 Prior to the sewer cleaning operation, the City and Contractor will agree on a sewer cleaning sequence. In general, the sewer cleaning process will proceed from the upper ends of each sewer basin to the lower ends.
- 3.5 The Contractor will work in a continuous fashion once the project is started.
- 3.6 Reasonable allowances, as mutually agreed upon by both the City and the Contractor, for weather and other occurrences outside of either party's control will be reason to deviate from schedule and/or extend the performance period.

4 **WORK AND MATERIALS PROVIDED BY THE CITY**

- 4.1 The City will provide the following at no cost to the Contractor:
 - 4.1.1 Community awareness that sewer project is scheduled with the Contractor. The city will provide media outlet notification to citizens and will receive and forward all customer complaints to the contractor.
 - 4.1.2 Legal and physical truck access to manholes within this sewer project.
 - 4.1.3 Exposure of buried manholes and seized manhole lids loosened prior to Contractor mobilization.
 - 4.1.4 Any excavation, opening, back filling, and/or repair of sewers, and/or streets, required to remove the Contractor's equipment caught in the sewer pipe due to sewer defects.
 - 4.1.5 Water for cleaning equipment and access to nearest fire hydrants. Should the City require contractor to record and report amount of water used on the project the City shall provide meter and waive any and all applicable rental fees.
 - 4.1.6 All debris removed from the sewer cleaning operation can be deposited at Hays Water Reclamation Facility sludge drying beds.
 - 4.1.7 City will provide any traffic control required beyond cones, channelizers and utility work ahead signs.

5 **WORK AND MATERIALS PROVIDED BY THE CONTRACTOR**

- 5.1 Sewer line heavy cleaning:
 - 5.1.1 Community awareness that sewer project is scheduled with the Contractor. Contractor will provide sewer cleaning notices to distribute to individually affected customer (Door Knockers). Contractor will handle any customer complaints forwarded by the city
 - 5.1.2 Sewers will be cleaned in accordance with section 1.3 and 1.4 by removing sediment, rocks, sludge, debris and grease accumulations using a Warthog nozzle.
 - 5.1.3 The cleaning equipment will be truck mounted combination water jet/vacuum unit(s).
 - 5.1.4 Water jet performance of a minimum of 65 gallons per minute at 2,000 PSI.
 - 5.1.5 Vacuum unit shall have 8" vacuum hose system with capability of 2,700 CFM and extension tubes to vacuum at a depth of 30 vertical feet,

- minimum of a 9 yard debris storage tank and be specifically designed for sewer cleaning.
- 5.1.6 Sewers will be cleaned by introducing a water jet into the sewer line facing against the sewer flow and retrieving the water jet under pressure with the sewer flow.
 - 5.1.7 Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material and debris resulting from the cleaning operations from the downstream manhole of the sewer segment being cleaned. Passing material from sewer segment to sewer segment shall not be permitted. Vacuum tubes will be placed in the downstream invert of each set-up manhole (access permitting) and left in place as the cleaning is being performed. The Contractor will collect and transport, to the disposal site provided by the City, all debris removed during the sewer cleaning operation.
 - 5.1.8 In addition to the use of the Warthog nozzle, heavy cleaning may utilize other specially designed nozzles for large diameter lines, hydraulically powered mechanical cutters, bucket machines or other devices as necessary.
 - 5.1.9 If cleaning of an entire sewer section cannot be successfully performed from one manhole, equipment shall be set up on the other manhole and cleaning again attempted. If on reverse set-up successful cleaning also cannot be performed or equipment fails to traverse entire sewer line section, it shall be assumed that a major blockage or defect exists and cleaning effort shall be abandoned.
 - 5.1.10 Contractor shall clean sewers in accordance with industry standards and will not be held responsible for any damages that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
 - 5.1.11 Work may need to be done at low flow periods/at night.
- 5.2 Root obstruction removal:
- 5.2.1 Although many roots will be removed during the heavy cleaning process, some roots or root obstruction may still exist. If in the opinion of the Utility Director/or designee these roots should be removed, they will be removed at the hourly rate stated on the bid submittal.
 - 5.2.2 Root removal may be accomplished utilizing the Warthog, hydraulically powered mechanical cutters, bucket machines or other devices as necessary.
- 5.3 Chemical Root Treatment:
- 5.3.1 To aid in the removal of roots and at the option of the Utility Director/or designee, line sections with excessive root intrusion may be treated with an approved herbicide at the unit price stated on the bid submittal which will also reflect the cost of chemical.
 - 5.3.2 The application of the herbicide shall be done in accordance with the manufacturer's recommendations and specifications.

- 5.4 Protruding tap removal:
 - 5.4.1 Lateral taps that protrude into the main and prevent the passage of the cleaning equipment may be removed at the option of the Utility Director/or designee at the unit price stated on the bid submittal.
 - 5.4.2 Lateral tap removal shall be performed utilizing hydraulically powered mechanical cutters or other devices as necessary.
- 5.5 Descaling of pipe:
 - 5.5.1 Although some scaling will be removed during the heavy cleaning process, some scaling or scaling obstruction may still exist. If in the opinion of the Utility Director/or designee these scaling should be removed, they will be removed at the hourly rate stated on the bid submittal.
 - 5.5.2 Descaling of pipe shall be performed with multiple passes with mechanical equipment to remove scale build up to restore pipe to original inside diameter.

6 ACCEPTANCE

- 6.1 Acceptance of sewer line cleaning will be based on inspection at manholes and viewing of video inspection completed by the contractor following cleaning.
- 6.2 The entire length of each line is to be televised with camera equipment suitable for large line inspection.
- 6.3 If cleaning is deemed unsatisfactory, contractor shall re-clean and re-inspect the sewer line until cleaning is shown to be satisfactory.
- 6.4 TV inspection may need to occur during low flow periods (such as at night) or the flows may need to be temporarily blocked to properly evaluate the cleanliness of the lines.
- 6.5 The Contractor will perform the City desired closed circuit video inspection of the sewers using current state-of-the-art technology and NASSCO - PACP certified operators. All sewer inspection reporting shall be performed utilizing a software program that is NASSCO – PACP Certified. Contractor will export television inspection data with video files, photos, pdf's and other data for import into City's GIS mapping and Lucity program. Please contact the City IT Department Technician at 785-628-4239 for further details

PROPOSAL

COH PROJECT NO. 2015-16

Sanitary Sewer Heavy Cleaning

- The undersigned declares he/she has examined the Request for Proposals and all attached documents 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.

Required Documents Attached _____ (Yes / No)

Proof of Qualifications/Experience _____

References - _____

Detailed Scope of Work - _____

Item Number	Description	Estimated Quantity	Unit	Unit Price Light Cleaning	Unit Price Medium Cleaning	Unit Price Heavy Cleaning	Extended Heavy Cleaning
1							
2	24" Pipe	2053	Liner Foot				
3	18" Pipe	2552	Liner Foot				
4	15" Pipe	4750	Liner Foot				
5	12" Pipe	4069	Liner Foot				
6	10" Pipe	0536	Liner Foot				
Sub Total Cleaning							
7	Root Removal	40	Hour				
8	Chemical Root Treatment	20	Hour				
9	Protruding Tap Removal	20	Hour				
10	Pipe Descaling	20	Hour				
11	CCTV Inspection		Required				No Charge
Estimated Total							

Contractor's CCTV operator is NASSCO – PACP certified YES ___ NO ___

Contractor will utilize NASSCO – PACP certified television inspection software YES ___ NO ___

(NASSCO – National Association of Sewer Service Companies PACP – Pipeline Assessment and Certification Program)

Contractor's proposal meets all specifications without exception YES ___ NO ___

Proof of Insurance _____

Sanitary Sewer Heavy Cleaning
July 1, 2015

Proof of licensure

Acknowledgement of Addenda/Revisions

(If Any # ____, # ____, # ____)

List of exceptions to the scope of services:

Dated this ____ day of _____, 2015.

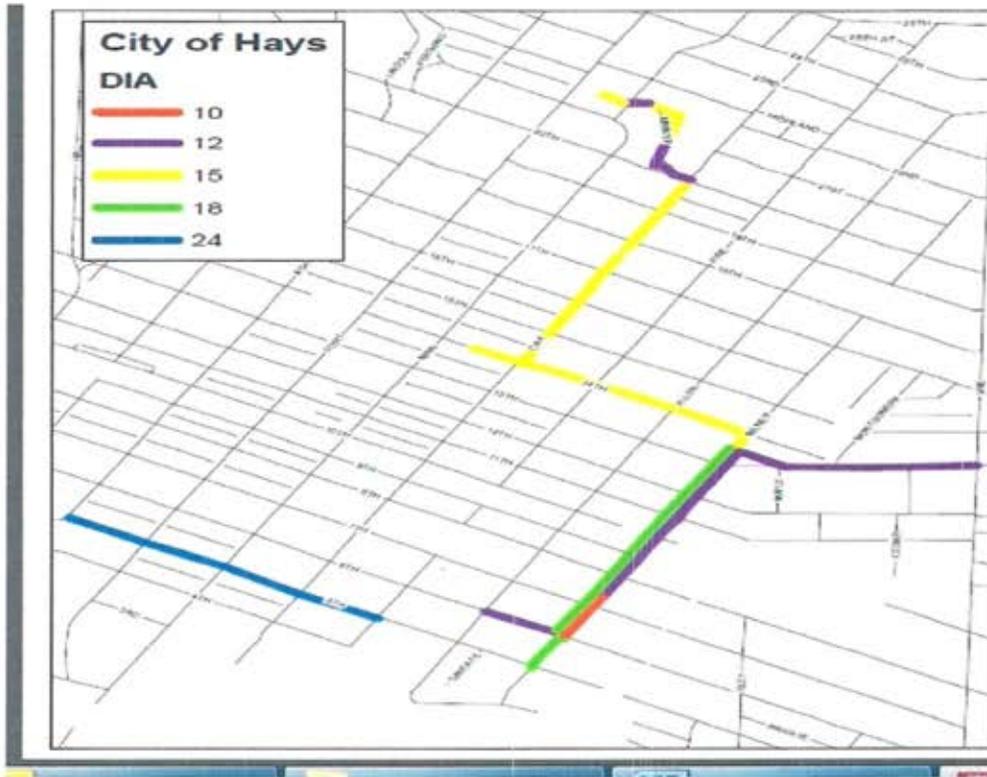
Signature of Proposer

By

Title

Company Name

Exhibit C: Project Map



CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 9-10-15

TOPIC:

King's Gate Addition Phase 2 – Subdivision Entrance Sign

ACTION REQUESTED:

Authorize the City Manager to sign an agreement with Covenant Land & Developing, Inc. to allow the placement of the proposed island median and sign at the entrance to King's Gate Dr. located at the intersection of W. 41st St. and King's Gate Dr.

NARRATIVE:

During the platting process of the King's Gate Addition in 2010, provisions were put in place for future construction of a subdivision entrance sign which identifies the housing development at the intersection of 41st St. and King's Gate Dr. For a sign such as the proposed King's Gate sign, it is necessary to have an agreement in place for future maintenance. Covenant Land & Developing, Inc. (Developer of King's Gate Addition) has proposed an agreement (attached) to serve this purpose. Staff recommends authorizing the City Manager to sign an agreement with Covenant Land & Developing, Inc. to allow the placement of the proposed island median and sign at the entrance to King's Gate Dr. located at the intersection of W. 41st St. and King's Gate Dr.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends authorizing the City Manager to sign the agreement.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Location Map
Sign Drawing
Agreement

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: September 3, 2015

Subject: King's Gate Addition Phase 2 – Subdivision Entrance Sign

Person(s) Responsible: Toby Dougherty, City Manager
Greg Sund, Director of Public Works

Summary

During the platting process of the King's Gate Addition in 2010, provisions were put in place for future construction of a subdivision entrance sign which identifies the housing development at the intersection of 41st St. and King's Gate Dr. For a sign such as the proposed King's Gate sign, it is necessary to have an agreement in place for future maintenance. Covenant Land & Developing, Inc. (Developer of King's Gate Addition) has proposed an agreement (attached) to serve this purpose. Staff recommends authorizing the City Manager to sign an agreement with Covenant Land & Developing, Inc. to allow the placement of the proposed island median and sign at the entrance to King's Gate Dr. located at the intersection of W. 41st St. and King's Gate Dr.

Background

In March 2015, Covenant Land and Development, Inc. petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 23 lots for Phase II of the King's Gate Addition. Construction is set to begin in the fall of 2015.

A resolution establishing a benefit district and authorizing the improvements was approved by the City Commission on March 26, 2015. Also at that time, an Engineering Service Agreement was entered with Ruder Engineering for design and construction phase services.

During the platting of this development in 2010, provisions were put in place for future construction of a subdivision entrance sign at the intersection of 41st St. and King's Gate Dr.

Discussion

As part of Phase II of this development is a proposed island median at the entrance to the development as was initially discussed during the plat approval process in May, 2010. The intention of the median is to have monument sign (subdivision entrance sign)

identifying the housing development. There is 20' of "extra" right of way that was platted in 2010 in order to accommodate the median and sign.

There is some precedence to such a sign in Hays, with the most similar instance being the Sternberg entrance sign at 27th and Sternberg Dr. The proposed King's Gate sign serves a similar purpose.

For a sign such as the proposed King's Gate sign, it is necessary to have an agreement in place for future maintenance. The attorney for Covenant Builder's (Developer of King's Gate) has drafted an agreement (attached) to serve this purpose. The agreement is intended to limit the City's exposure and future liabilities for the sign.

Legal Consideration

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

Financial Consideration

The agreement, as drafted, reduces the City's financial liability and no concerns are noted.

Options

Options include the following:

- Authorize the City Manager to sign the agreement with Covenant Land & Developing, Inc. as drafted and approved by the City's attorney for the placement of the median sign
- Provide other options to staff and the developer

Recommendation

Staff recommends authorizing the City Manager to sign the agreement.

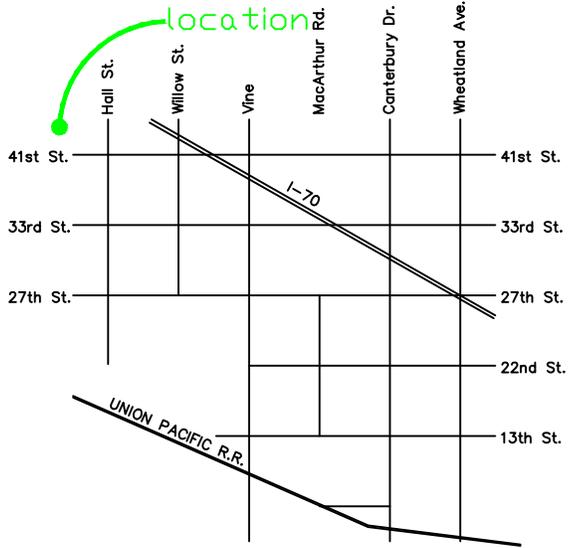
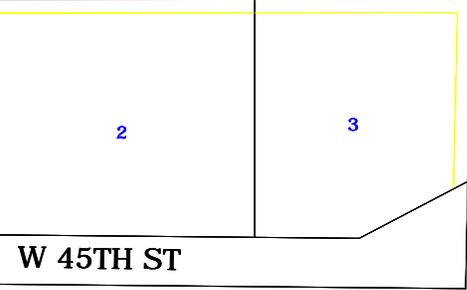
Action Requested

Authorize the City Manager to sign an agreement with Covenant Land & Developing, Inc. to allow the placement of the proposed island median and sign at the entrance to King's Gate Dr. located at the intersection of W. 41st St. and King's Gate Dr.

Supporting Documentation

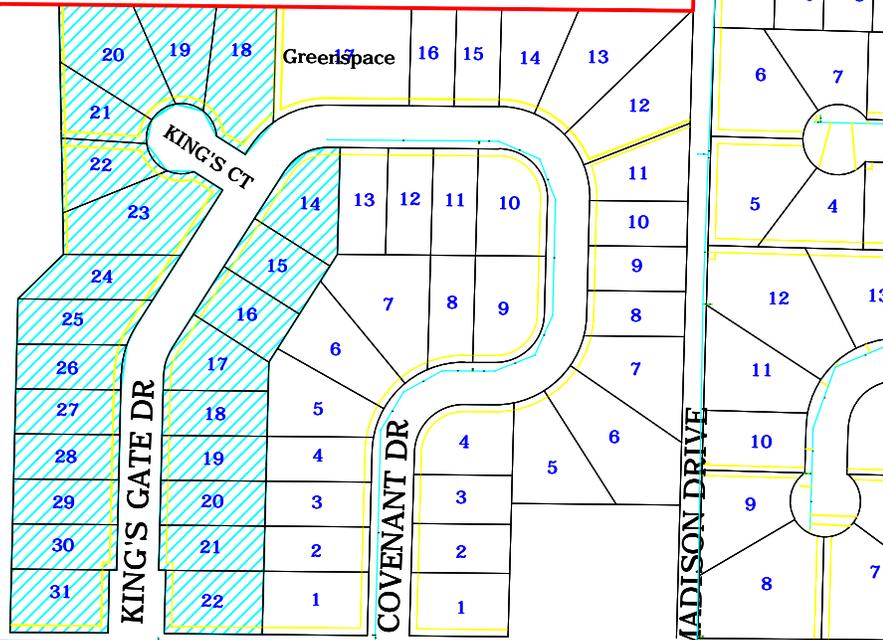
Location Map
Sign Drawing
Agreement

City of Hays, Public Works Department King's Gate Addition - Award of Bid August 2015



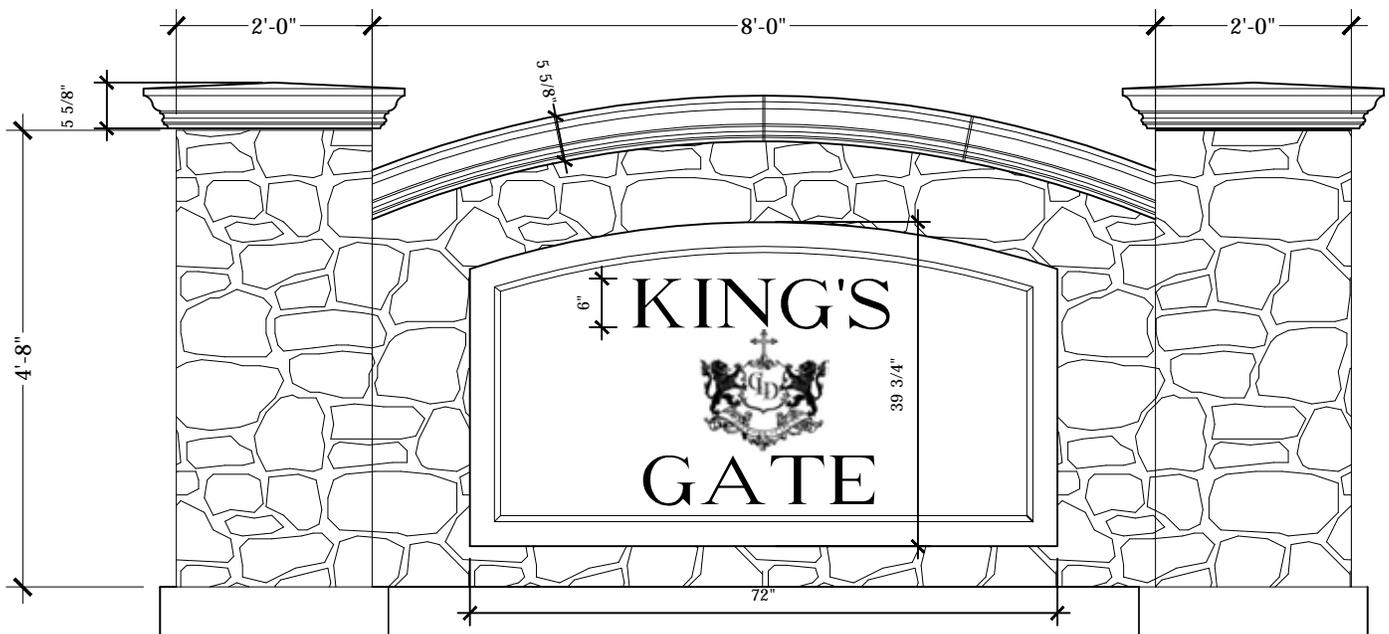
CITY OF HAYS, ELLIS COUNTY, KANSAS

000 BLK



W 41ST ST

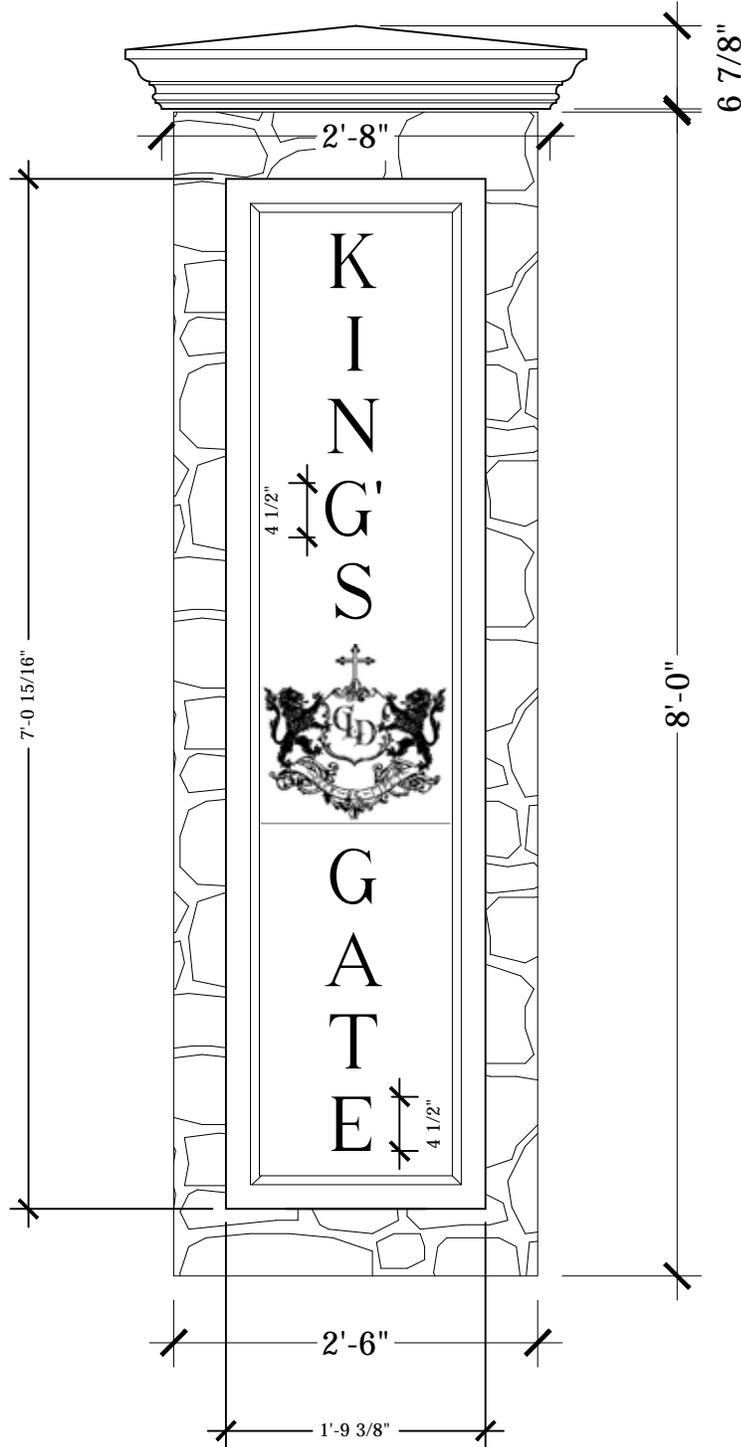
— City Limit
 Kings Gate Addition Phase II



DRAWING TITLE:	SIGN		UNIT LOCATION:	ENTRY GATE	UNITS. REQ.:	—
CUSTOMER:	COVENANT BUILDERS					
ADDRESS:	4101 COVENANT DR.			COLOR:	TBD	
CITY, ST:	KS			FINISH:	SMOOTH	
DATE STARTED:	12/22/14	DATE PRINTED:	8/21/15	DRAWN BY:	RES	

PAGE #
P4

DELIVERY DATE:
814-1422



DRAWING TITLE:	POST	UNIT LOCATION:	ENTRY GATE	UNITS. REQ.:	-
CUSTOMER:	COVENANT BUILDERS				
ADDRESS:	4101 COVENANT DR.	COLOR:	TBD		
CITY, ST:	KS	FINISH:	SMOOTH		
DATE STARTED:	12/22/14	DATE PRINTED:	8/21/15	DRAWN BY:	RES

PAGE #

P2

DELIVERY DATE: 814-1422

WARRANTY AND MAINTENANCE AGREEMENT

THIS WARRANTY AND MAINTENANCE AGREEMENT (“the/this Agreement”) is entered into and effective as of the date last executed below, by and between Covenant Land & Developing, Inc., a corporation organized and operated pursuant to laws of the State of Kansas (“Covenant”), and the City of Hays, a municipal corporation incorporated and existing under and by virtue of the laws of the State of Kansas, of Ellis County, Kansas (“the City”).

WHEREAS, Covenant is a construction company that develops residential neighborhoods in the City and has caused certain real property to be surveyed and platted in accordance with the laws of the State of Kansas as an addition to the City, with said platted real estate known as KING’S GATE FIRST ADDITION, PHASE II, TO THE CITY OF HAYS, KANSAS (“the Development”); and

WHEREAS, pursuant to the plat of the Development, the City and Covenant have worked together to design a street, King’s Gate Drive, that will permit access from the Development to, and intersect with, 41st Street; and

WHEREAS, the accepted and approved plat for the Development provides for the placement of a monument-style sign (“the Sign”) as a dividing feature in the median between the ingress and egress lanes on King’s Gate Drive in the City’s right-of-way at the 41st Street intersection, as specifically located on the plat of the Development, which is incorporated herein by reference; and

WHEREAS, Covenant and the City wish to enter into this Agreement to define the terms for maintenance of the Sign after its construction.

NOW, THEREFORE, in consideration for the above, the performance of the parties related to the Development, the promises herein and other good and valuable consideration, the parties agree as follows:

1. **The Sign.** The Sign shall be designed and constructed by Covenant in conformance with the City’s standards and consistent with the design plans submitted to and approved by the City in conjunction with the adoption and approval of the plat of the Development. Covenant shall bear the costs of designing and constructing the Sign. The Sign shall be located in and become a fixture upon the City’s right-of-way, subject to City ownership and control.

2. **Responsibility to Maintain and Warrant.** After completion of the Sign and median upon which it sets, the City shall have no responsibility to maintain the Sign and/or median. Covenant shall, to the extent that Covenant is willing and able, warrant the Sign and median from and against any defects in design, workmanship or materials used in construction of the Sign and median and shall bear the cost of any such defects and resulting repairs or replacements. In addition, Covenant, to the extent that Covenant is willing and able, shall maintain the Sign and median as needed, at no cost to the City. Nothing in this Agreement shall be construed as preventing Covenant from seeking to recover the costs of any repairs or replacements from a subcontractor engaged by Covenant.

3. **Exception due to Casualty.** The terms of Covenant’s responsibility to maintain and warrant the Sign and median in paragraph 2 notwithstanding, the parties agree that to the extent damage to the Sign and/or median results from the negligent or intentional act of any third party or employee or other agent of the City, the costs of repairing such damage or replacing the Sign and/or median shall not be borne by Covenant.

4. **Removal Fee.** Covenant shall pay a one-time fee to the City of Two Thousand Dollars (\$2,000.00)(“the Removal Fee”), to be utilized as set forth in paragraph 5. The Removal Fee shall be due to the City within 30 days after execution of this Agreement.

5. **City’s Obligation to Maintain.** The parties agree and Covenant acknowledges that the Sign will be located within City right-of-way and subject to the City’s control and police powers. Should the Sign and/or median fall into disrepair and Covenant is no longer willing or able to provide the warranties, maintenance, repair or replacement outlined in paragraph 2, then the City will not be bound to maintain, replace or keep the Sign in place and the City shall have the discretion to use the Removal Fee to remove the Sign and median if, in its sole discretion, the governing body of the City so elects.

6. **Miscellaneous.**

(a) Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.

(b) This Agreement shall be construed in accordance with and pursuant to Kansas law. The District Court of Ellis County, Kansas, shall have jurisdiction over the subject matter of this Agreement and the parties hereto, and said court shall be the exclusive venue for any disputes involving the interpretation of this Agreement.

(c) Should any provision of this Agreement be determined by a Court of competent jurisdiction to be illegal or unenforceable for any reason, the remaining terms hereof shall be interpreted as though the offending provision has been removed from this Agreement and the remaining terms, to the fullest extent possible, shall remain effective.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Hays

Covenant Land & Developing, Inc.

By: _____
Toby Dougherty, City Manager

By: _____
Katherine E. Burnett, President

Date: _____

Date: _____

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 9-10-15

TOPIC:

King's Gate Addition Phase 2 – Award of Bid

ACTION REQUESTED:

Authorize the City Manager to enter into a contract with APAC in the amount of **\$639,403.83** for construction of street, water, storm water and sanitary sewer improvements within the King's Gate Addition, Phase 2, with the project cost to be paid by the developer and Special Assessment to the Benefit District.

NARRATIVE:

In March Covenant Land and Development, Inc. petitioned the City for improvements to an area containing 23 lots in the King's Gate Addition within the City of Hays, and bids for construction were received on August 4th. Staff recommends accepting the bid from APAC in the amount of \$639,403.83 for the construction of street, water, storm water and sanitary sewer improvements within the King's Gate Addition, Phase 2, with the project cost to be paid by the developer and Special Assessment to the Benefit District.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends entering a contract with APAC as presented.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Location Maps
Bid Tabulation

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: September 3, 2015

Subject: King's Gate Addition Phase 2 – Award of Bid

Person(s) Responsible: Toby Dougherty, City Manager
Greg Sund, Director of Public Works

Summary

In March Covenant Land and Development, Inc. petitioned the City for improvements to an area containing 23 lots in the King's Gate Addition within the City of Hays, and bids for construction were received on August 4th. Staff recommends accepting the bid from APAC in the amount of \$639,403.83 for the construction of street, water, storm water and sanitary sewer improvements within the King's Gate Addition, Phase 2, with the project cost to be paid by the developer and Special Assessment to the Benefit District.

Background

In March 2015, Covenant Land and Development, Inc. petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 23 lots in the King's Gate Addition within the City of Hays. The general nature of the proposed improvements is as follows:

- The construction of King's Gate Drive, including a short cul-de-sac (King's Court) and all related curb, gutter and stormwater sewer improvements. Also included is a proposed island median at the entrance to the development as was initially discussed during the plat approval process in May, 2010. The intention of the median is to have monument sign identifying the housing development. The proposed sign was discussed in a previous agenda item.
- The construction of approximately 800 linear feet of 8" water line and 180 linear feet of 4" water line, fire hydrants, service connections and all other necessary and related water improvements.
- The construction of approximately 900 linear feet of 8" sanitary sewer line, manholes, sanitary sewer service connections and all other necessary and related sanitary sewer improvements.

This is the logical continuation of the King's Gate Addition that has been developing in phases over the last few years. This project follows the plan that has been set forth and constructed in

phases over the last 5 years and would complete the connection of King’s Gate Drive to 41st Street. A resolution establishing a benefit district and authorizing the improvements was approved by the City Commission on March 26, 2015. Also at that time, an Engineering Service Agreement was entered with Ruder Engineering for design and construction phase services.

Discussion

Bids for this project were opened on August 4, 2015 with bids coming from two (2) bidders: APAC and J Corp. Bids were structured to allow for either asphalt or concrete pavement. J Corp submitted the lowest bid in the amount of **\$637,957.70** using concrete pavement; however, J Corp’s proposal indicated a start date of April 1, 2016; whereas, APAC’s proposal indicated a start date of November 30, 2015. Since the difference in price between J Corp’s bid and APAC’s bid is only \$1,446, the developer requested awarding the bid to APAC to achieve the earlier start date. Therefore, the recommendation is to award bid with asphalt pavement to APAC in the amount of \$639,403.83.

Summary of Bids

	Engineer’s		
	<u>Estimate</u>	<u>APAC</u>	<u>J Corp</u>
Sanitary Sewer	\$255,059.60	\$237,523.40	\$189,521.60
Water	\$134,822.00	\$97,841.14	\$124,937.00
Street/Storm	\$232,213.40	\$198,474.64	\$191,917.10
Concrete Pavement	\$143,544.00	\$186,158.63	\$131,582.00
Asphalt Pavement	\$122,610.50	\$105,564.65	no bid
TOTAL (concrete)	\$765,639.00	\$719,997.81	\$637,957.70
TOTAL (asphalt)	\$744,705.50	\$639,403.83	no bid

A detailed tabulation of bids is attached.

Since there is no City share for oversizing, and the adjacent street pavement is asphalt, staff has no objection to recommending the award of bid to APAC as proposed by the developer.

Legal Consideration

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

Financial Consideration

Estimated total Project Cost:

	Total	Developer (30%)	Benefit District (70%)
Design & Insp	\$33,900.00	\$10,170.00	\$23,730.00
Construction	\$639,403.83	\$191,821.15	\$447,582.68
Issuance & Admin	\$50,000.00	\$15,000.00	\$35,000.00
TOTALS	\$723,303.83	\$216,991.15	\$506,312.68

Lots	23
Per Lot	\$22,013.59
Per month (15 yrs @ 3%)	\$152.02

There is no City share for oversizing.

The developer is financing the improvements through the creation of a special benefit district. Per the City's Development Policy, the developer pays 30% of the project cost up front with the remaining 70% assessed to the benefit district. The per lot Special Assessment is estimated to be approximately \$22,000. Based on the 15 year assessment at an assumed interest rate of 3%, the estimated monthly assessment per lot would be approximately \$152 per month.

The estimated \$506,312 to be special assessed would be bonded.

Options

Options include the following:

- Award contract as recommended by city staff
- Provide alternate direction to staff
- Do nothing.

Recommendation

Staff recommends entering a contract with APAC as presented.

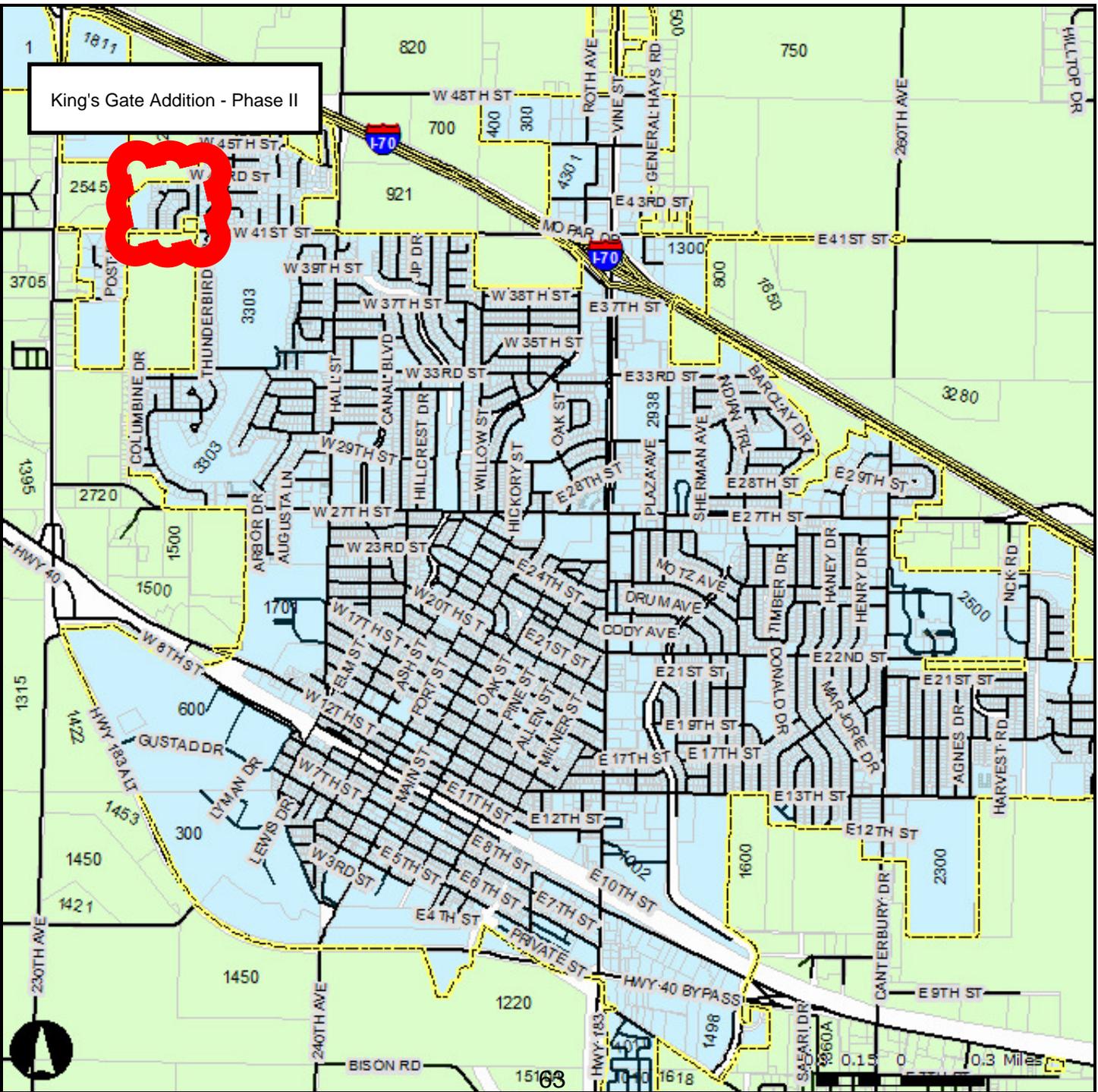
Action Requested

Authorize the City Manager to enter into a contract with APAC in the amount of **\$639,403.83** for construction of street, water, storm water and sanitary sewer improvements within the King's Gate Addition, Phase 2, with the project cost to be paid by the developer and Special Assessment to the Benefit District.

Supporting Documentation

Location Maps
Bid Tabulation

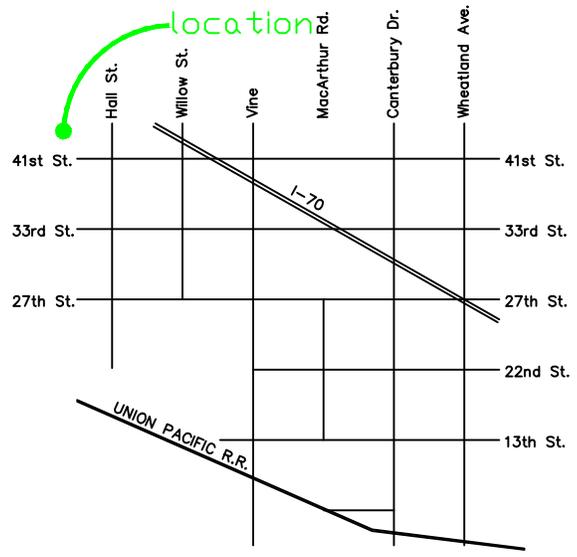
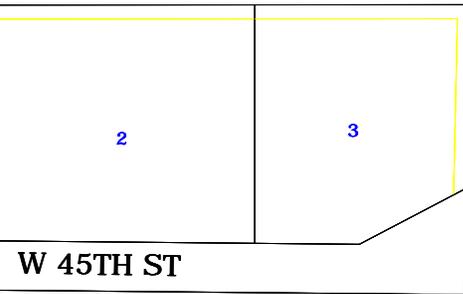
King's Gate Addition - Phase II



City of Hays, Public Works Department

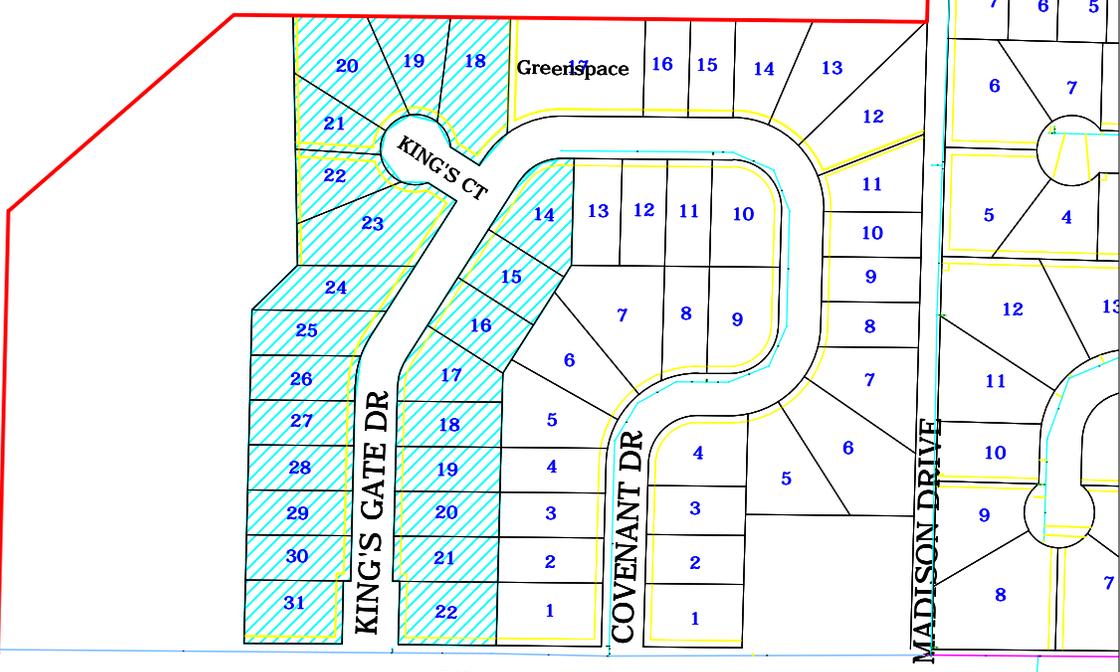
King's Gate Addition - Award of Bid

August 2015



CITY OF HAYS, ELLIS COUNTY, KANSAS

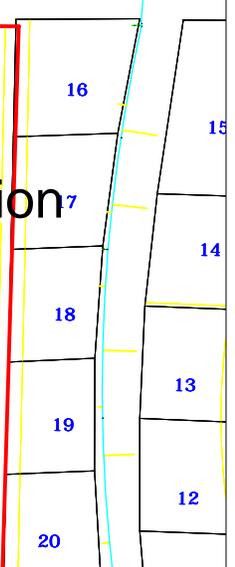
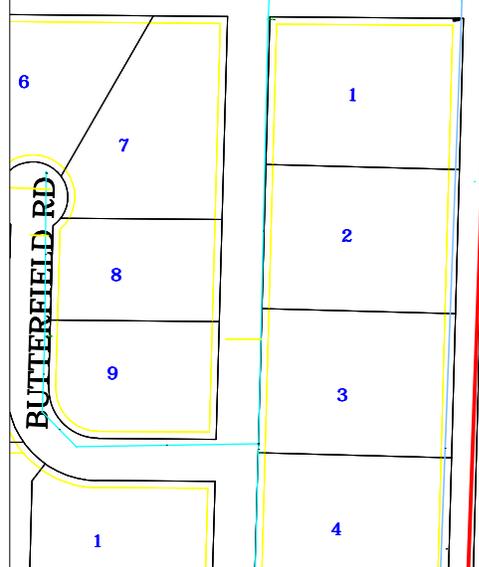
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W 41ST ST

— City Limit

▨ Kings Gate Addition Phase II



		ENGINEER'S ESTIMATE		APAC-KANSAS, INC. P.O. BOX 190 HAYS, KS 67601		J CORP 1707 E. 10TH HAYS, KS 67601						
ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>SANITARY SEWER</u>												
1	Mobilization	1.0 LS	\$15,000.00	\$15,000.00	\$6,100.00	\$6,100.00	\$13,000.00	\$13,000.00				
2	Traffic Control	1.0 LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00				
3	Construction Staking	1.0 LS	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00				
29	Trenching 0'-8'	65.0 LF	\$14.00	\$910.00	\$17.00	\$1,105.00	\$20.00	\$1,300.00				
30	Trenching 8'-10'	26.0 LF	\$16.00	\$416.00	\$21.30	\$553.80	\$20.00	\$520.00				
31	Trenching 10'-12'	38.0 LF	\$18.00	\$684.00	\$29.10	\$1,105.80	\$20.00	\$760.00				
32	Trenching 12'-14'	301.0 LF	\$20.00	\$6,020.00	\$27.50	\$8,277.50	\$25.00	\$7,525.00				
33	Trenching 14'-16'	165.0 LF	\$24.00	\$3,960.00	\$33.50	\$5,527.50	\$25.00	\$4,125.00				
34	Trenching 16'-18'	111.0 LF	\$34.00	\$3,774.00	\$44.80	\$4,972.80	\$35.00	\$3,885.00				
35	Trenching 18'-20'	110.0 LF	\$38.00	\$4,180.00	\$55.30	\$6,083.00	\$50.00	\$5,500.00				
36	Bore for Sewer Line	90.0 LF	\$400.00	\$36,000.00	\$86.67	\$7,800.30	\$85.00	\$7,650.00				
37	Connect to Existing Sewer Line	1.0 EA	\$3,200.00	\$3,200.00	\$10,200.00	\$10,200.00	\$3,500.00	\$3,500.00				
38	Type I Manhole	4.0 EA	\$3,600.00	\$14,400.00	\$6,400.00	\$25,600.00	\$3,600.00	\$14,400.00				
39	Extra Depth Type I Manhole	30.0 LF	\$380.00	\$11,400.00	\$400.00	\$12,000.00	\$200.00	\$6,000.00				
40	4" Sanitary Sewer	1,268.0 LF	\$92.00	\$116,656.00	\$96.00	\$121,728.00	\$60.00	\$76,080.00				
41	8" Sanitary sewer	905.7 LF	\$28.00	\$25,359.60	\$21.00	\$19,019.70	\$38.00	\$34,416.60				
42	8"x 4" Wye	2.0 EA	\$200.00	\$400.00	\$100.00	\$200.00	\$200.00	\$400.00				
43	8"x 4" Combination Tee/Wye	21.0 EA	\$200.00	\$4,200.00	\$100.00	\$2,100.00	\$225.00	\$4,725.00				
44	4" Cap (Sanitary Sewer)	23.0 EA	\$100.00	\$2,300.00	\$50.00	\$1,150.00	\$45.00	\$1,035.00				
TOTAL SANITARY SEWER IMPR.				\$255,059.60		\$237,523.40		\$189,521.60				
<u>WATER</u>												
1	Mobilization	1.0 LS	\$15,000.00	\$15,000.00	\$1,900.00	\$1,900.00	\$8,000.00	\$8,000.00				
2	Traffic Control	1.0 LS	\$5,000.00	\$5,000.00	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00				
3	Construction Staking	1.0 LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00				
45	4" Water Line (C900 PVC)	178.0 LF	\$25.00	\$4,450.00	\$19.80	\$3,524.40	\$30.00	\$5,340.00				
46	6" Water Line (DIP)	8.0 LF	\$60.00	\$480.00	\$83.00	\$664.00	\$100.00	\$800.00				
47	8" Water Line (C900 PVC)	791.2 LF	\$30.00	\$23,736.00	\$25.20	\$19,938.24	\$40.00	\$31,648.00				
48	8" x 6" Tee	2.0 EA	\$300.00	\$600.00	\$515.00	\$1,030.00	\$425.00	\$850.00				
49	8" x 4" Tee	1.0 EA	\$300.00	\$300.00	\$500.00	\$500.00	\$375.00	\$375.00				
50	8" Bend, 45 Degree	2.0 EA	\$300.00	\$600.00	\$400.00	\$800.00	\$300.00	\$600.00				
51	8" Bend, 22.5 Degree	2.0 EA	\$300.00	\$600.00	\$400.00	\$800.00	\$290.00	\$580.00				
52	8" Bend, 11.25 Degree	3.0 EA	\$300.00	\$900.00	\$375.00	\$1,125.00	\$300.00	\$900.00				
53	4" Cap (Water)	1.0 EA	\$300.00	\$300.00	\$275.00	\$275.00	\$50.00	\$50.00				
54	Connect to Existing Fitting	2.0 EA	\$1,600.00	\$3,200.00	\$950.00	\$1,900.00	\$1,000.00	\$2,000.00				
55	2" Flush Valve	1.0 EA	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00				
56	8" Gate Valve	2.0 EA	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00				
57	6" Gate Valve	2.0 EA	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00				
58	4" Gate Valve	1.0 EA	\$1,200.00	\$1,200.00	\$925.00	\$925.00	\$900.00	\$900.00				
59	Fire Hydrant	2.0 EA	\$2,800.00	\$5,600.00	\$2,800.00	\$5,600.00	\$3,350.00	\$6,700.00				
60	Meter Set	24.0 EA	\$1,500.00	\$36,000.00	\$1,350.00	\$32,400.00	\$1,200.00	\$28,800.00				
61	Service Connection (1")	24.0 EA	\$300.00	\$7,200.00	\$170.00	\$4,080.00	\$250.00	\$6,000.00				
62	Service Saddle (1" x 4")	4.0 EA	\$250.00	\$1,000.00	\$115.00	\$460.00	\$175.00	\$700.00				
63	Service Saddle (1" x 8")	20.0 EA	\$250.00	\$5,000.00	\$140.00	\$2,800.00	\$270.00	\$5,400.00				
64	Service Line (1")	1,138.0 LF	\$12.00	\$13,656.00	\$7.75	\$8,819.50	\$13.00	\$14,794.00				
TOTAL WATER IMPROVEMENTS				\$134,822.00		\$97,841.14		\$124,937.00				

BID TABULATION (CONT.)		ENGINEER'S ESTIMATE		APAC-KANSAS, INC. P.O. BOX 190 HAYS, KS 67601		J CORP 1707 E. 10TH HAYS, KS 67601						
46TH STREET SECOND ADDITION, PHASE 2												
ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>STREETS</u>												
1	Mobilization	1.0 LS	\$20,000.00	\$20,000.00	\$22,700.00	\$22,700.00	\$20,000.00	\$20,000.00				
2	Traffic Control	1.0 LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00				
3	Construction Staking	1.0 LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00				
4	Pavement Removal	11.0 SY	\$25.00	\$275.00	\$12.00	\$132.00	\$50.00	\$550.00				
5	Saw Cut	31.0 LF	\$12.00	\$372.00	\$6.00	\$186.00	\$5.00	\$155.00				
6	Seeding & Mulching	3.5 AC	\$1,500.00	\$5,250.00	\$1,648.00	\$5,768.00	\$2,200.00	\$7,700.00				
7	Common Excavation	1,915.0 CY	\$10.00	\$19,150.00	\$9.50	\$18,192.50	\$10.00	\$19,150.00				
8	Embankment	1,745.0 CY	\$10.00	\$17,450.00	\$7.50	\$13,087.50	\$7.00	\$12,215.00				
9	Contractor Furnished Borrow	440.0 CY	\$20.00	\$8,800.00	\$11.00	\$4,840.00	\$10.00	\$4,400.00				
10	Fly Ash	239.0 Tons	\$85.00	\$20,315.00	\$70.00	\$16,730.00	\$80.00	\$19,120.00				
11	Water (Fly Ash)	95.0 Mgal	\$25.00	\$2,375.00	\$30.00	\$2,850.00	\$30.00	\$2,850.00				
12	Manipulation (Fly Ash)	4,018.0 SY	\$6.00	\$24,108.00	\$2.80	\$11,250.40	\$3.00	\$12,054.00				
13	Relocate Aggregate Ditch Lining, 6"	100.0 Tons	\$85.00	\$8,500.00	\$12.00	\$1,200.00	\$20.00	\$2,000.00				
14	Valley Gutter, 7" (AE)	57.2 SY	\$80.00	\$4,576.00	\$92.25	\$5,276.70	\$44.00	\$2,516.80				
15	Curb Return, 7" (AE)	37.9 SY	\$80.00	\$3,032.00	\$77.80	\$2,948.62	\$44.00	\$1,667.60				
19	Layback Curb & Gutter (AE)	1,888.9 LF	\$26.00	\$49,111.40	\$28.00	\$52,889.20	\$24.00	\$45,333.60				
20	8" Special Curb & Gutter (AE)	56.0 LF	\$70.00	\$3,920.00	\$49.00	\$2,744.00	\$40.00	\$2,240.00				
21	Integral Curb (AE)	100.5 LF	\$15.00	\$1,507.50	\$16.00	\$1,608.00	\$35.00	\$3,517.50				
22	Sidewalk, 6" (AE)	324.9 SF	\$10.00	\$3,249.00	\$12.85	\$4,174.97	\$4.00	\$1,299.60				
23	Ramp Pavers	20.0 SF	\$20.00	\$400.00	\$40.00	\$800.00	\$50.00	\$1,000.00				
24	24" RCP End Section	1.0 EA	\$1,000.00	\$1,000.00	\$630.00	\$630.00	\$975.00	\$975.00				
25	18" HDPE Storm Sewer	133.5 LF	\$35.00	\$4,672.50	\$35.50	\$4,739.25	\$38.00	\$5,073.00				
26	Storm Sewer Manhole	1.0 EA	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00				
27	Curb Inlet, 10'	1.0 EA	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,800.00	\$5,800.00				
28	Silt Fence Barrier	1,350.0 LF	\$4.00	\$5,400.00	\$2.40	\$3,240.00	\$3.00	\$4,050.00				
28A	Silt Sock	1,950.0 LF	\$5.00	\$9,750.00	\$4.25	\$8,287.50	\$5.00	\$9,750.00				
TOTAL STREET IMPROVEMENTS				\$232,213.40		\$198,474.64		\$191,917.10				
<u>ALTERNATE NO. 1</u>												
16	Concrete Pavement, 6" (AE)	2,990.5 SY	\$48.00	\$143,544.00	\$62.25	\$186,158.63	\$44.00	\$131,582.00				
TOTAL ALTERNATE NO. 1				\$143,544.00		\$186,158.63		\$131,582.00				
<u>ALTERNATE NO. 2</u>												
17	Bituminous Surface Course, 2"	2,990.5 SF	\$15.00	\$44,857.50	\$12.50	\$37,381.25		\$0.00				
18	Bituminous Base Course, 4"	2,990.5 SF	\$26.00	\$77,753.00	\$22.80	\$68,183.40		\$0.00				
TOTAL ALTERNATE NO. 2				\$122,610.50		\$105,564.65		No Bid				
TOTAL PROJECT w/ALT 1				\$765,639.00		\$719,997.81		\$637,957.70				
TOTAL PROJECT w/ALT 2				\$744,705.50		\$639,403.83		No Bid				

CITY OF HAYS
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 9-10-15

TOPIC:

Rezoning of Lot 14 and a Portion of Lot 13, Block 21, Hays Plaza 3rd Addition (R-1 to R-4)

ACTION REQUESTED:

Approve Ordinance No. 3902 rezoning the property of 1601 E. 27th Frontage Rd. (Lot 14 and a Portion of Lot 13, Block 21, Hays Plaza 3rd Addition) from Single-family Residential District (R-1) to Multi-family Dwelling District (R-4).

NARRATIVE:

The owner of 1601 E 27th Frontage Rd. (Lot 14 and a portion of Lot 13, Block 21, Hays Plaza 3rd Addition) has submitted a request to rezone the property from single-family residential district (R-1) to multi-family dwelling district (R-4). A public hearing was conducted on August 17, 2015 at the regular meeting of the Planning Commission and it was recommended by a vote of 4-1 that the rezoning be approved. The zoning change from R-1 to R-4 would allow for single-family, two-family, OR multi-family dwelling units to be constructed. Staff, as well as the Planning Commission, recommends approving an ordinance rezoning Lot 14 and a portion of Lot 13, Block 21, Hays Plaza 3rd Addition (1601 E. 27th Frontage Rd) from R-1 (single-family residential district) to R-4 (multi-family dwelling district).

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Greg Sund, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff recommends approving this rezoning request from R-1 to R-4 as submitted to encourage redevelopment of this property to a use more suitable to the location.

COMMITTEE RECOMMENDATION(S):

By a vote of 4-1, the Planning Commission recommends approving this rezoning request from R-1 to R-4 as submitted.

ATTACHMENTS:

Staff memo
Map(s)
Ordinance No. 3902
Planning Commission Findings of Fact

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: September 3, 2015

Subject: Rezoning of Lot 14 and a Portion of Lot 13, Block 21, Hays Plaza 3rd Addition (R-1 to R-4)

Person(s) Responsible: Toby Dougherty, City Manager
Greg Sund, Director of Public Works

Summary

The owner of 1601 E 27th Frontage Rd. (Lot 14 and a portion of Lot 13, Block 21, Hays Plaza 3rd Addition) has submitted a request to rezone the property from single-family residential district (R-1) to multi-family dwelling district (R-4). A public hearing was conducted on August 17, 2015 at the regular meeting of the Planning Commission and it was recommended by a vote of 4-1 that the rezoning be approved. The zoning change from R-1 to R-4 would allow for single-family, two-family, OR multi-family dwelling units to be constructed. Staff, as well as the Planning Commission, recommends approving an ordinance rezoning Lot 14 and a portion of Lot 13, Block 21, Hays Plaza 3rd Addition (1601 E. 27th Frontage Rd) from R-1 (single-family residential district) to R-4 (multi-family dwelling district).

Background

This property is currently for sale and could potentially redevelop. There is currently a single-family dwelling on the property. The existing home is a manufactured home that was built in 1972. Any plans for redevelopment of this site should be encouraged, as long as they are compatible with the surrounding area.

Discussion

The owner of 1601 E 27th Frontage Rd. (Lot 14 and a portion of Lot 13, Block 21, Hays Plaza 3rd Addition) has submitted a request to rezone the property from single-family residential district (R-1) to multi-family dwelling district (R-4). The property abuts existing multi-family zoning (R-4) as well as Single-Family (R-1) and Commercial (C-2) zoning.

This property, which fronts E. 27th St., is not very conducive to single-family residential development due to its location along a major arterial street. Other uses, such as multi-family or commercial are more fitting for the location.

A public hearing was conducted on August 17, 2015 at the regular meeting of the Planning Commission. All property owners within 200 feet of the subject property were notified of the public hearing. Two property owners spoke out at the hearing, with one

being opposed to the rezoning request. Concerns of “higher property taxes” and “lower property values” were brought up by the nearby property owner in opposition to the rezoning request.

The Comprehensive Plan identifies this area and the remainder of the block as “Low Density Residential” which, when compared to high and medium density, rates a 3-4 respectively out of 5 on the compatibility matrix scale in the Comprehensive Plan, with 5 being the most compatible.

The item was approved by a vote of 4-1 and a favorable recommendation was made by the Planning Commission to the City Commission to approve the rezoning, primarily due to the existing uses and zoning of the surrounding properties.

Legal Consideration

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

Financial Consideration

None identified at this time.

Options

The City Commission has the following options:

- Approve the rezoning request from R-1 to R-4 as recommended by the Planning Commission and City staff
- Send the request back to the Planning Commission for further consideration with specific basis for further review
- Deny the rezoning request from R-1 to R-4 (Requires a 2/3 majority vote to overturn the P.C. recommendation)

Recommendation

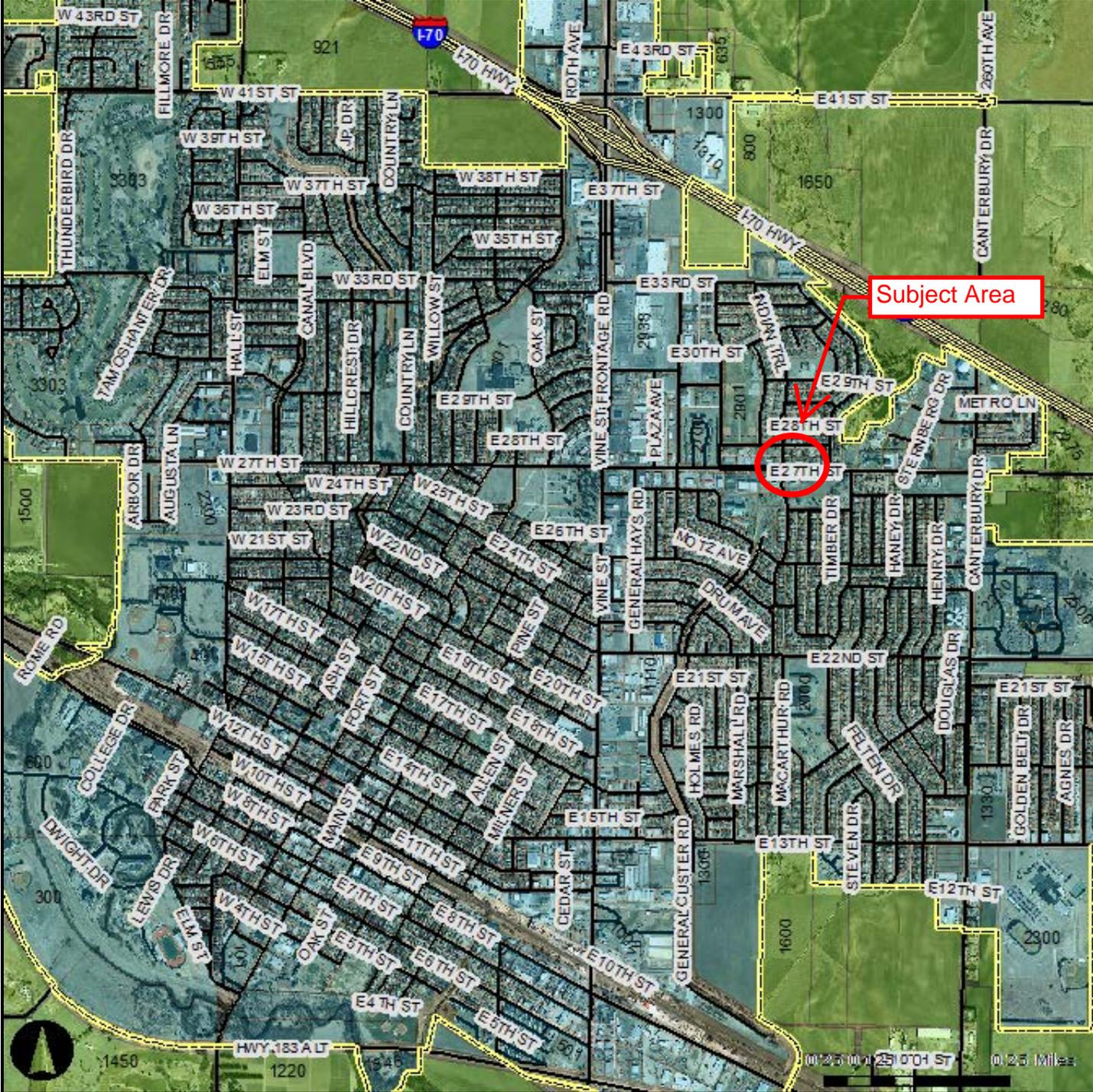
Staff, as well as the Planning Commission, recommends approving this rezoning request from R-1 to R-4 as submitted to encourage redevelopment of this property to a use more suitable to the location.

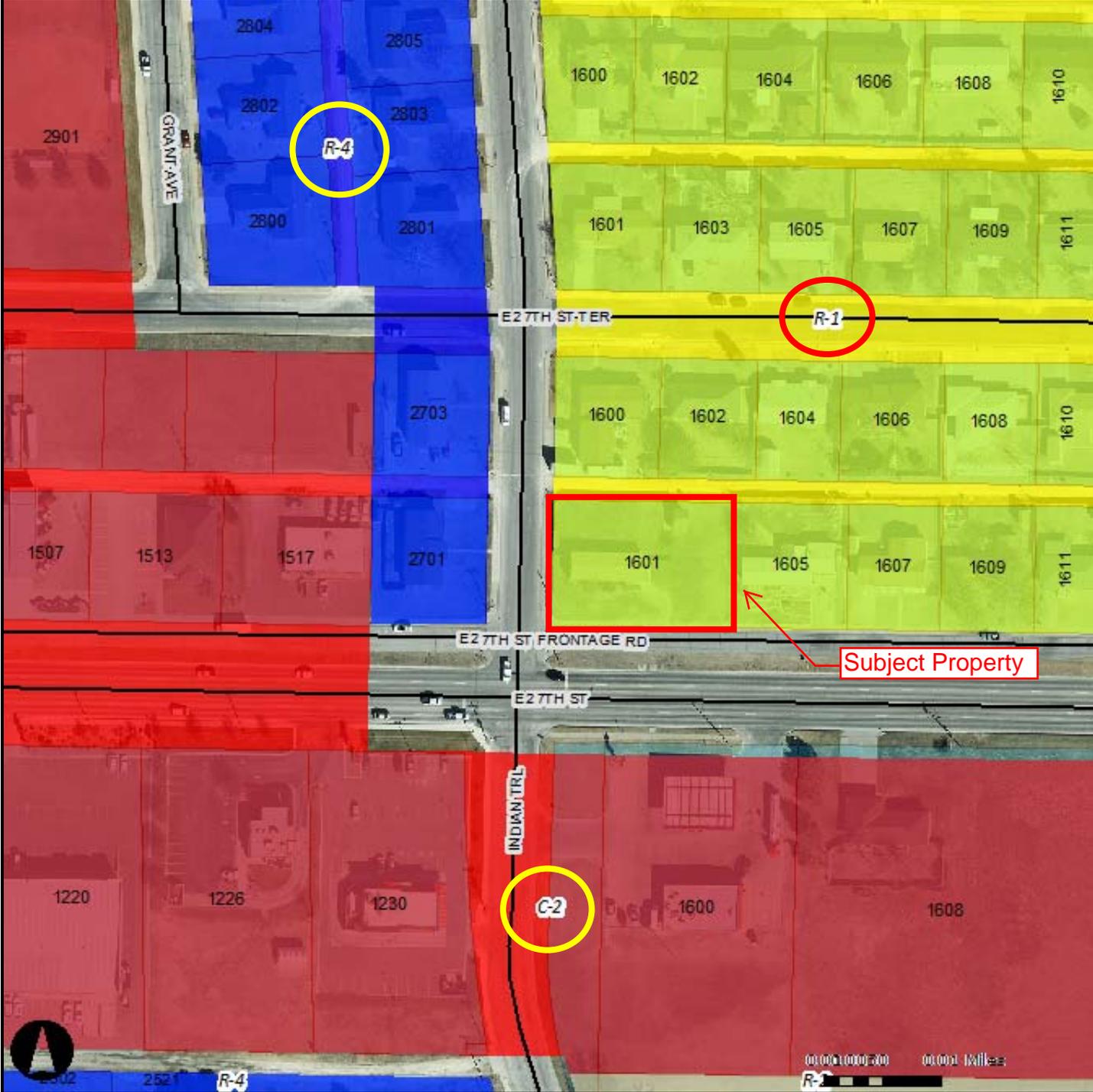
Action Requested

Approve an ordinance rezoning the property of 1601 E. 27th Frontage Rd. (Lot 14 and a Portion of Lot 13, Block 21, Hays Plaza 3rd Addition) from R-1 to R-4.

Supporting Documentation

Map(s)
Planning Commission Findings of Fact
Ordinance





1612 Frontage Rd

Hays, Kansas

Street View - Apr 2013



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Hide imagery



PLANNING COMMISSION FINDINGS OF FACT

1. CASE NO.: **15-02Z** FILING FEE PAID: **\$140.00**
 2. DATE FILED: **07/20/2015**
 3. DATE ADVERTISED FOR HEARING: **07/26/2015**
 4. PUBLIC HEARING DATE: **08/17/2015**
 5. APPLICANT'S NAME: **Carol J. Purdy**
 6. LOCATION OF PROPERTY: **1601 E 27th Frontage Rd**
 7. DESCRIPTION OF PROPERTY: **Residential – Single Family**
 8. PRESENT USE OF PROPERTY: **Single Family Dwelling**
 9. PRESENT ZONING: **“R-1”** REQUESTED ZONING: **“R-4”**
-

1. CHARACTER OF THE NEIGHBORHOOD:
DIRECTION

NORTH: **Single Family Dwellings**

SOUTH: **General Commercial & Service (27th Frontage Road and 27th Street)**

EAST: **Single Family Dwellings**

WEST: **Multiple-Family Dwellings (Apartment housing fronting Indian Trail)**
2. THE ZONING OF SURROUNDING PROPERTY:
DIRECTION

NORTH: **“R-1” Single Family Dwelling District**

SOUTH: **“C-2” General Commercial & Service District**

EAST: **“R-1” Single Family Dwelling District**

WEST: **“R-4” Multiple Family Dwelling District**
3. CONSIDERATION OF THE RECOMMENDATIONS OF PERMANENT PROFESSIONAL STAFF: **The area is identified on the Future Land Use map as mixed use of low to medium density residential and/or commercial**

use. Although the Comprehensive Plan identifies this immediate area as “Low Density Residential”, the surrounding areas are denoted as “Commercial”, “Mixed Use”, and “Park/Greenway” uses. The property abuts existing multi-family zoning (R-4) as well as Single-Family (R-1) and Commercial (C-2) zoning. This property would be best suited for single-family attached dwellings (duplexes) OR multiple-family types of units.

A. DEDICATION OR RESERVATION NEEDED FOR:

1. DRAINAGE: **Existing**
2. STREETS: **Existing**
3. UTILITY EASEMENTS:
 - a. ELECTRICITY: **Yes - existing**
 - b. GAS: **Yes - existing**
 - c. SEWERS: **Yes - existing**
 - d. WATER: **Yes - existing**
4. SHOULD PLATTING BE REQUIRED: **Property is platted**

B. TRAFFIC CONDITIONS:

1. CLASSIFICATION OF STREET ON WHICH PROPERTY FRONTS:
Local Frontage Road that fronts an Arterial Street
2. RIGHT-OF-WAY WIDTH: **N/A**
3. SIGHT DISTANCE: **OK**
4. TURNING MOVEMENTS: **OK**
5. COMMENTS ON TRAFFIC: **Local**

4. THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: **While the property may appear to be suited for single family uses similar to what is currently in place, the proximity of the property to 27th St. and abutting commercial and multi-family uses makes the property a candidate for uses other than single-family dwellings.**
5. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY: **There is no evidence presented in this case or similar cases in the past where the development of various housing types near single-family uses has posed a threat or become a detriment to the existing uses. While there may be a perception that such a proposal will cause a downturn in nearby property values or increased crime in the area, there is not sufficient evidence to back up such claims. The same holds true for the nearby commercial uses, which should benefit in a positive way from having additional residents moved into the area.**
6. THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED: **N/A**
7. THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE NEIGHBORING PROPERTY, AS COMPARED TO THE HARDSHIP IMPOSED ON THE INDIVIDUAL

LANDOWNER: Neighboring property values typically tend to stay level or increase as new development takes place in adjacent areas, as long as the development stays within the character of the existing neighborhood. The impact of the rezoning, if approved, should not be destructive to neighboring property and should actually enhance the surrounding area as development occurs. This property, which fronts E. 27th St., is not very conducive to single-family residential development due to the nature of its location along a busy arterial street. Other uses, such as multi-family or commercial are more fitting for the location.

8. **THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY:**

The Comprehensive Plan identifies this immediate area and the remainder of the block as “Low Density Residential” which, when compared to medium and high density, rates a 3-4 respectively out of 5 on the compatibility matrix scale in the Comprehensive Plan, with 5 being the most compatible.

The surrounding area is identified on the Future Land Use map as a potential mix of low to medium density dwellings with abutting commercial uses as well. The area fronts a frontage road that fronts 27th Street, an arterial street.

The area is bordered by an existing “R-1” Single Family Dwelling district to the north and east and Indian Trail (Collector Street) zoned for Multiple-Family Dwellings directly to the west. The property fronts 27th Frontage Road/27th Street with “C-2” General Commercial and Service District to the south. It would be well suited for single-family attached dwellings (duplexes) OR multiple-family types of units.

The request for the “R-4” Multiple Family zoning classification does fit the overall scheme of the surrounding properties and that of the master plan. Being able to provide property for additional housing with minimal extensions of City streets or utilities is not only acceptable, but recommended. Staff does recommend the change of zoning classification from “R-1” Single Family Residential Dwelling to “R-4” Multiple Family Dwelling District.

ORDINANCE NO. 3902

AN ORDINANCE REZONING A TRACT OF LAND SITUATED IN THE SOUTH HALF (1/2) OF SECTION TWENTY SEVEN (27), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6TH P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT FOURTEEN (14) AND THE WEST SEVENTY (70) FEET OF LOT THIRTEEN (13), BLOCK TWENTY-ONE (21) OF THE HAYS PLAZA 3RD ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS, OTHERWISE KNOWN AS 1601 E. 27th FRONTAGE RD.,

FROM "R-1" SINGLE-FAMILY DWELLING DISTRICT TO "R-4" MULTI-FAMILY DWELLING DISTRICT.

WHEREAS, the Hays Area Planning Commission, after due and legal notice published in the Hays Daily News, the official city newspaper, on July 26, 2015, and after a public hearing held in conformity with such notice on August 17, 2015, did, on the last mentioned date, recommend to the Governing Body of the City of Hays, Kansas, the re-zoning of the following-described real estate:

THAT PART OF THE SOUTH HALF (1/2) OF SECTION TWENTY SEVEN (27), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6TH P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT FOURTEEN (14) AND THE WEST SEVENTY (70) FEET OF LOT THIRTEEN (13), BLOCK TWENTY-ONE (21) OF THE HAYS PLAZA 3RD ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS, OTHERWISE KNOWN AS 1601 E. 27th FRONTAGE RD.,

from "R-1" SINGLE-FAMILY DWELLING DISTRICT to "R-4" MULTI-FAMILY DWELLING DISTRICT;

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

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

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

THAT PART OF THE SOUTH HALF (1/2) OF SECTION TWENTY SEVEN (27), TOWNSHIP THIRTEEN (13) SOUTH, RANGE EIGHTEEN (18) WEST OF THE 6TH P.M. IN ELLIS COUNTY, KANSAS, MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

LOT FOURTEEN (14) AND THE WEST SEVENTY (70) FEET OF LOT THIRTEEN (13), BLOCK TWENTY-ONE (21) OF THE HAYS PLAZA 3RD ADDITION TO THE CITY OF HAYS, ELLIS COUNTY, KANSAS, OTHERWISE KNOWN AS 1601 E. 27th FRONTAGE RD.,

be rezoned from "R-1" SINGLE-FAMILY DWELLING DISTRICT to "R-4" MULTI-FAMILY DWELLING DISTRICT.

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

PASSED by the Governing Body on the 10th day of September, 2015.

Eber Phelps, Mayor

ATTEST:

Brenda Kitchen, City Clerk

(SEAL)