

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, FEBRUARY 19, 2018
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**AGENDA
MAYOR CLAIR DONNELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a) Approval of Minutes – City Council Meeting of January 15, 2018.
 - b) Receive and file minutes from the Park and Tree Board meetings of January 9, 2018.
 - c) Cash Disbursements from January 1, 2018 thru January 31, 2018 in the amount of \$1,947,426.87 (Check #65904 thru #66184)
 - d) Bridge Inspection
- 7) Old Business
 - A. None
- 8) New Business
 - A. 119th Street Water Project Bids & Contract
 - B. Garver LLC Inspection/Staking Agreement
 - C. Carriage Crossing Petitions and Resolutions of Intent
 - D. Annexation Ordinance Dotson Property N Maize Road
 - E. Austin Peters Agreement

9) Reports

- Police
- Public Works
- City Engineer
- Planning & Zoning
- City Clerk
- Legal
- Operations
- Mayor's Report
- Council Member's Reports

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, January 15, 2018**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **January 15, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Pat Stivers, Karen Fitzmier** and **Alex McCreath. Donna Clasen and Kevin Reid** were absent.

Also present were: **Richard LaMunyon**, City Administrator; **Rebecca Bouska**, Deputy City Administrator; **Jocelyn Reid**, City Clerk; **Matt Jensby**, Police Chief; **Ron Smothers**, Public Works Director; **Tom Powell**, City Attorney.

APPROVAL OF AGENDA:

The Agenda was submitted for approval with the addition of Item 9C – Sedgwick County Service Agreement.

MOTION: **Fitzmier** moved to approve the agenda as amended.
Stivers seconded. Motion declared carried.

PUBLIC COMMENTS:

Kenneth Hultman, 404 E Jones, addressed the Council regarding flooding in the 119th and 53rd Street area.

Angela Hartwell, 317 S. Heather, addressed the Council and thanked the Public Works Department for cleaning out the drainage ditch and culvert near her house.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of December 18, 2017.
- b) Receive and file minutes from the Planning Commission meeting of November 2, 2017.
- c) Receive and file Park Board minutes of December 12, 2017
- d) Cash Disbursements from December 1, 2017 through December 31, 2017 in the amount of \$1,308,338.20. (Check #65770 thru #65903).
- e) Adopt the GAAP Waiver Resolution for 2017 in accordance with K.S.A. 75-1120a (a).
- f) Approval of the Halstead Bank as the City’s Official Depository for 2018 and the selection of *The Clarion* as the City’s Official Newspaper for 2018.
- g) Approval of Cereal Malt Beverage application from January 15, 2018 through December 31, 2018 for Kansas International Dragway.

MOTION: **Fitzmier** moved to approve the Consent Agenda as submitted.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #602-18 (GAAP Waiver Resolution)

PUBLIC HEARING – AEROTECH IRB:

Mayor Donnelly opened the public hearing at 7:12 p.m. Hearing no comments, he closed the public hearing.

AERO-TECH INDUSTRIAL REVENUE BOND RESOLUTION:

A resolution of intent to issue industrial revenue bonds in an amount not to exceed \$6,000,000 was submitted for Council approval.

Fitzmier moved to approve the resolution to determine the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction and equipping a commercial facility in Maize.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #603-18.

CYPRESS POINT BIDS AND CONTRACT:

Bids and a contract for the construction of Cypress Point paving, water and sewer improvements were submitted for Council approval.

MOTION: *Fitzmier* moved to accept the low bid and approve the construction agreement with Kansas paving in a total amount not to exceed \$1,137,442.95 and authorize the Mayor to sign subject to approval of the City Attorney.
McCreath seconded. Motion declared carried.

SEDGWICK COUNTY SERVICE AGREEMENT::

An agreement with Sedgwick County for domestic water well and sanitary sewer inspection and enforcement was submitted for Council approval.

MOTION: *Stivers* moved to approve the government services agreement with Sedgwick County to provide inspection and enforcement services for domestic water well and sanitary sewer within the City of Maize subject to full review and approval of the City Attorney.
McCreath seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

MOTION: *Stivers* moved to adjourn.
McCreath seconded. Motion declared carried.
Meeting adjourned.

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
TUESDAY, JANUARY 9TH, 2018**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, December 12th, 2017 with *Chair Jennifer Herington* presiding. Board members present were *Vice-Chair Dennis Wardell, Secretary Marina Fulton, Joshua Belcher, Nancy Scarpelli, Hugh Nicks* and *Patrick Atchison*.

Also present was: *Richard LaMunyon*, City Administrator, *Ross Jensby*, Public Works and *Jolene Graham*, Recording Secretary.

APPROVAL OF AGENDA:

The Agenda was submitted for Board approval.

MOTION: *Scarpelli* moved approve the agenda.
Atchison seconded. Motion declared carried.

APPROVAL OF THE DECEMBER 12TH, 2017 MINUTES:

The Park and Tree Board Meeting Minutes of December 12th, 2017 were submitted for approval.

MOTION: *Fulton* moved to approve the minutes.
Nicks seconded. Motion declared carried.

DISCUSSION ITEM: CITY PARK DEVELOPMENT PROPOSAL

Staff obtained bids from landscape architects to design future development of Maize City Park. After discussion, the board's consensus was that the cost of design was too high at this point and time. Board members indicated to staff to move forward to pursue other options for the development of Maize City Park, specifically in the construction of an amphitheater. No motion was made.


ADJOURNMENT:

With no further business before the Board:

MOTION: *Belcher* motioned to adjourn.
Fulton seconded. Motion declared carried.

Meeting adjourned at 6:30 pm

Approved by the Park and Tree Board on February 13th, 2018.



Park and Tree Board Member



Recording Secretary

CITY OF MAIZE
Bank Reconciliation Report
For January 2018

Fund Balances

FUND	NAME	BEGIN			END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD	
01	General Fund	\$ 216,471.10	\$ 1,264,103.34	\$ 419,727.27	\$ 1,060,847.17	
02	Street Fund	176,028.52	42,772.44	36,954.62	\$ 181,846.34	
04	Capital Improvements Fund	130,548.82	41,911.96	-	172,460.78	
05	Long-Term Projects	2,912,342.54	673,221.13	1,380,867.17	2,204,696.50	
10	Equipment Reserve Fund	126,938.93	12,690.23	81,429.30	58,199.86	
11	Police Training Fund	9,528.40	682.00	698.00	9,512.40	
12	Municipal Court Fund	40,908.79	1,980.00	133.78	42,755.01	
16	Bond & Interest Fund	172,854.59	814,976.31	46,784.38	941,046.52	
19	Wastewater Reserve Fund	228,934.50	8,910.67	-	237,845.17	
20	Wastewater Treatment Fund	809,469.48	78,288.99	58,027.07	829,731.40	
21	Water Fund	644,846.18	77,151.13	73,882.71	648,114.60	
22	Water Reserve Fund	188,961.31	3,000.00	11,970.00	179,991.31	
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	
38	Cafeteria Plan	546.55	3,460.00	165.16	3,841.39	
98	Maize Cemetery	107,935.11	23,946.86	768.11	131,113.86	
Totals All Fund		\$ 6,184,519.48	\$ 3,047,095.06	\$ 2,111,407.57	\$ 7,120,206.97	

Bank Accounts and Adjustments

Halstead Checking Account	\$ 453,475.09	\$ 2,905,957.78	\$ 2,564,720.30	\$ 794,712.57
Outstanding Items				\$ (447,916.64)
Halstead Bank Money Market Account	5,634,719.56	1,007,577.62	-	6,642,297.18
Maize Cemetery CD 85071	55,829.54	23,975.49	768.11	79,036.92
Maize Cemetery Operations	52,076.94	-	-	52,076.94
Totals All Banks	\$ 6,196,101.13	\$ 3,937,510.89	\$ 2,565,488.41	\$ 7,120,206.97

CITY OF MAIZE
Cash and Budget Position
Thru January 31, 2018

FUND	NAME	BEGINNING CASH BALANCE	MONTH RECEIPTS	MONTH DISBURSEMENTS	END MONTH CASH BALANCE	ANNUAL EXPENSE BUDGET	YTD REVENUE	YTD EXPENSE	REMAINING EXPENSE BUDGET	REMAINING BUDGET PERCENTAGE
01	General Fund	\$ 216,471.10	\$ 1,264,103.34	\$ 419,727.27	\$ 1,060,847.17	\$ 3,716,847.00	\$ 1,264,103.34	\$ 419,727.27	\$ 3,297,119.73	88.71%
02	Street Fund	176,028.52	42,772.44	36,954.62	181,846.34	310,050.00	42,772.44	36,954.62	273,095.38	88.08%
04	Capital Improvements Fund	130,548.82	41,911.96	-	172,460.78	544,000.00	41,911.96	-	544,000.00	100.00%
05	Long-Term Projects	2,912,342.54	673,221.13	1,380,867.17	2,204,696.50	-	673,221.13	1,380,867.17	-	-
10	Equipment Reserve	126,938.93	12,690.23	81,429.30	58,199.86	170,000.00	12,690.23	57,020.80	112,979.20	66.46%
11	Police Training Fund	9,528.40	682.00	698.00	9,512.40	3,000.00	682.00	698.00	2,302.00	76.73%
12	Municipal Court Fund	40,908.79	1,980.00	133.78	42,755.01	-	1,980.00	133.78	-	-
16	Bond & Interest Fund	172,854.59	814,976.31	46,784.38	941,046.52	2,264,103.00	814,976.31	46,784.38	2,217,318.62	97.93%
19	Wastewater Reserve Fund	228,934.50	8,910.67	-	237,845.17	-	8,910.67	-	-	-
20	Wastewater Treatment Fund	809,469.48	78,288.99	58,027.07	829,731.40	798,000.00	78,288.99	58,027.07	739,972.93	92.73%
21	Water Fund	644,846.18	77,151.13	73,882.71	648,114.60	822,000.00	77,151.13	73,882.71	748,117.29	91.01%
22	Water Reserve Fund	188,961.31	3,000.00	11,970.00	179,991.31	-	3,000.00	-	-	-
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-	-	-
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-	-	-
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-	-	-
38	Cafeteria Plan	546.55	3,460.00	165.16	3,841.39	-	3,460.00	165.16	-	-
98	Maize Cemetery	107,935.11	23,946.86	768.11	131,113.86	137,940.00	23,946.86	768.11	137,171.89	99.44%
Report Totals		\$ 6,184,519.48	\$ 3,047,095.06	\$ 2,111,407.57	\$ 7,120,206.97	\$ 8,765,940.00	\$ 3,047,095.06	\$ 2,075,029.07	\$ 8,072,077.04	92.08%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, February 19, 2018**

AGENDA ITEM # 6d (Consent Agenda)

ITEM: **Bridge Inspection (*Consent Agenda*)**

BACKGROUND

Beginning in 2010, by State mandate, the city is required to inspect bridges every other year. The City has remained in compliance.

Starting in 2010 the city utilized Professional Engineering Consultants, P.A. (PEC) to provide this service.

The 2010 amount was \$7,000.00 for the inspection of six bridges in Maize. Over the years the number of Maize bridges required for inspection have been reduced from six to the current three. This has to do with how the State now defines bridges.

Since 2010 the city has utilized PEC to provide this bridge inspection service.

Staff recommends PEC continue providing the bridge inspection service.

FINANCIAL CONSIDERATIONS:

The cost for the next two years is \$2,000.

The past three service year costs were:

2012 = \$1,600

2014 = \$1,700

2016 = \$1,800

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

Approve PEC for Maize bridge inspection requirements as a part of the consent agenda.

January 19, 2018

City of Maize
PO Box 245
Maize, KS 67101-0245

Attention: Mr. Richard LaMunyon
City Administrator

Reference: Biennial Bridge Inspections
PEC Project No. 32-180000-0022

Dear Mr. LaMunyon,

This letter is written to serve as a proposal between The City of Maize (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide bridge inspection services for the City's 2018 Biennial Bridge Inspection, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in paragraph A. below, which you should examine carefully to ensure that your goals and objectives will be met.

A. Scope of Services

1. Inspection of the three (3) structures will be completed as per the Local Routine Bridge Inspection Contract Scope of Services which is attached as Exhibit A.
2. The PEC inspection Team Leader C. William Pyles, Jr. is on the prequalified inspector's list as maintained by KDOT.

B. Responsibility of CLIENT

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

1. Any pertinent material provided from past inspections.
2. Access to the bridge sites for field review.

C. Time of Performance

PEC is available to complete these inspections and input information to the KDOT BLP Bridge Portal by the inspection due date of February 26, 2018, and provide all documentation for the city's records by March 5, 2018. The CLIENT will be notified at least one week prior to the on-site inspection.

D. Payment Provisions

PEC proposes to perform the described Scope of Services for the lump sum amount of \$2,000.00 to be billed at completion of the PROJECT.

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

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

Very truly yours,

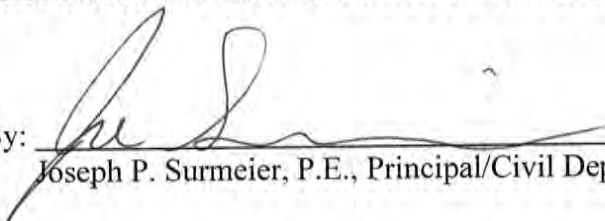
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

C. William Pyles Jr., P.E.

C. William Pyles Jr., P.E.
Project Manager

cc: Bill McKinley, P.E.

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: 
Joseph P. Surmeier, P.E., Principal/Civil Department Manager

Date: January 18, 2018

ACCEPTED:

CITY OF MAIZE

By: _____

Title: _____

Date: _____

Disclaimer: Bridge inspections in compliance with KDOT's Bridge Inspection Program shall be conducted by a qualified consultant under contract with the City/County ("Owner") or by qualified personnel employed by the Owner. KDOT has determined bridge inspections must cover the scope of services set forth below to comply with 23 C.F.R. § 650 *et seq.* This listing is provided to assist Owners in performing or contracting to have performed bridge inspection services that meet applicable bridge inspection requirements. These terms are not intended or represented by KDOT to constitute a contract or substitute as a professionally drafted contractual agreement. Owners should consult with legal counsel to obtain an appropriate contractual agreement including this scope of services when contracting with a bridge inspection consultant to meet their obligations under 23 C.F.R. § 650 *et seq.*

Scope of Services for Inclusion in Local Routine Bridge Inspection Contracts¹

General

1. Routine Bridge Inspections shall be conducted in accordance with federal regulations and references listed in Attachment A.
2. All National Bridge Inventory (NBI) data items and condition states shall be verified during the inspection and updated. This may require coordination with the City/County ("Owner") on AADT and similar items not observable.
3. The work performed under City/County bridge inspection contracts is subject to review by KDOT. If errors or discrepancies are found, the Consultant, at no additional cost (or Owner if the inspection is performed by the Owner), shall be required to make corrections. The KDOT Bureau of Local Projects (BLP) will oversee Quality Control / Quality Assurance (QC/QA) evaluations of bridge records and inspections.

Team Leader Requirements

4. Bridge Inspection Team Leaders must be qualified as a Routine Team Leader on the Kansas Local Bridge Inspection Team Leader list maintained by KDOT BLP. A Bridge Inspection Team Leader must also be qualified as an Element Level Inspection Team Leader on the same list to lead bridge inspections for all NHS bridges (covered under a separate Scope of Services).
5. Substandard work is grounds for removal of the inspector from the Kansas Local Bridge Inspection Team Leader list.

Number and Type of Bridges for Inspection

6. The Owner has 3 routine non-NHS bridges to be inspected. (Routine Bridge Inspection Team Leader required).
7. The Owner has 0 routine non-NHS bridges requiring an Inventory Inspection.² (Routine qualified team leader required).

Specific Requirements for Inspections

8. The standard KDOT BLP Bridge Inspection Form shall be used to record the field inspection data. Critical Inspection Findings shall be recorded on the standard KDOT BLP Critical Inspection Findings form. All critical inspection findings shall be in accordance with the Critical Inspection Finding section in Chapter 1 - Policies & Procedures of the BLP Bridge Inspection Manual.
9. Review inspection frequencies for all bridges within contracted bridge group to verify the proper inspection frequencies have been set and followed.

¹ Bridge inspections conducted under KDOT's Bridge Inspection Program shall be conducted by a qualified consultant under contract with the City/County ("Owner") or by qualified personnel employed by the Owner. KDOT's has determined that inspections must cover the scope of services set forth below to comply with 23 C.F.R. § 650 *et seq.*

^{2,3} City of Maize, KS Regular Meeting, February 19, 2018
Bridges not in the inventory or bridges Regular Meeting, February 19, 2018
Inspection form in the KDOT BLP Bridge Inspection manual. 12 of 34

10. Review scour analysis/assessment and scour Plan of Action information in the bridge record and report if the information needs updating.
11. Review load rating information in the bridge record and report if the information needs updating.
12. Review Fracture Critical Member information in the bridge record and report if the information needs updating.
13. Review photographs in the bridge record; add any required photographs not in the bridge record. Provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions, or repairs needed. Approach photographs should include the weight limit posting signs at each end of the bridge for all load posted bridges.
14. During the Routine Bridge Inspection, any weight limit signs found missing, knocked down, damaged to the point of not being legible, or obscured by vegetation; shall be reported the same day to the Owner (by phone or in person).
15. During the Routine Bridge Inspection, any observed items affecting the safety of the public, structural integrity of the bridge, or any existing warning signs (i.e. low clearance, one lane bridge, narrow bridge, sharp turn ahead, etc.) knocked down, damaged to the point of not being legible, or obscured by vegetation; shall be reported the same day to the Owner (by phone or in person).

Deliverables

16. The inspection data shall be entered in the KDOT BLP Bridge Inspection Portal no later than 90 days following the bridge inspection. All NBI Data Items in the existing database shall be checked while performing data entry and errors in the data shall be corrected.
17. Required reports and assembly of updates to the Owner's bridge record shall be completed within 90 days of the completion of the field inspection.
18. The Routine Bridge Inspection Submittal form shall be completed and submitted by the Routine Bridge Inspection Team Leader along with the Data Validation and Sufficiency Rating Calculation forms to the BLP Bridge Team at **BLP_bridge@ksdot.org** at the completion of the Routine Bridge Inspection process.
19. By the deadline established by the Owner, provide ___ copies of the Bound Report summarizing bridge inspection results of the maintenance recommendation report, and conforming to the requirements contained in Attachment B.

ATTACHMENT A – STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges were derived from the following reference sources, current editions:

1. American Association of State Highway and Transportation Officials (AASHTO) The Manual for Bridge Evaluation
2. KDOT BLP Bridge Inspection Manual
3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, December 1995
4. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986
5. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986
6. FHWA Bridge Inspector's Reference Manual
7. Manual on Uniform Traffic Control Devices

ATTACHMENT B – BOUND REPORT REQUIREMENTS

(Suggested report format-owner will modify to meet their needs)

Prepare a bound report summarizing the bridge inspection results. The report should include the following items.

- An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.
- A table listing each bridge and include the following items:
 - County bridge number
 - NBI number
 - Length
 - Type of structure
 - Features intersected
 - Facilities carried
 - Sufficiency rating
 - Recommended weight limits
 - Existing weight limit signing
 - Date of inspection
 - Inspector name
 - If a load rating update is needed
 - If scour analysis is needed
- A table listing all bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected
- A table listing all bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform the inspection, and any items of concern
- A table listing all bridges with pin and hangers
- Bridge index map

Prepare a separate bound report listing bridge maintenance items. Separate recommendation to critical maintenance needed to extend the life of the bridge and safety concerns, and a separate listing of routine maintenance items that need attention but are not urgent or safety related.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, February 19, 2018**

AGENDA ITEM # 8A

ITEM: Nowak Construction Contract

BACKGROUND:

The City determined a "second main water line" was required to provide a second water source for the City. The additional water is required for enhance water service to the industrial park area. The waterline also provides citywide backup capabilities for the current water system, enhances fire protection and ensures ample water for future city growth and development.

In March 2017 the City engaged Ruggles & Bohm Engineering (*Garver Engineering*) to develop and design the "119th Street Waterline" project. This was completed and the project was provided for bids earlier this year. (*Bid tab sheet included*)

Four bids were received for the project:

1.	Nowak Construction	\$ 848,565.80
2.	Mies Construction	\$ 875,772.00
3.	Duling Construction	\$1,162,575.00
4.	Donlinger Construction	\$1,039,765.00
*	Our Engineers Estimate	\$ 862,070.00

Nowak Construction, being the low bidder and satisfying all aspects of the bid requirements, is recommend for the project.

FINANCIAL CONSIDERATIONS:

Nowak Construction's cost to build the 119th Street water main project is \$848,565.80. By agreement Kyodo Yushi USA will pay the City 30% of the project not to exceed \$300,000.00 and Worthington Cylinders will pay the City \$30,000.00 for utilization of the new water line.

LEGAL CONSIDERATIONS:

Legal is reviewing as to form.

RECOMMENDATION/ACTION:

Subject to City Attorney's form approval.

MOTION: Accept the Nowak Construction bid and approve the Nowak Construction contract in an amount not to exceed \$848,565.80 and authorize the Mayor to sign.

**Paving and Drainage Improvements
119th Street Water Main, Well House to 53rd Street North
Maize, Kansas - Bid Tabulations
2/13/2018**

Item	Quantity	Unit	Engineer's Estimate		Dondlinger Construction		Duling Construction Co., Inc.		Mies Construction, Inc.		Nowak Construction Co., Inc.	
			Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
WL PVC Pipe 08"	348	lf	14.00	\$ 4,872.00	\$ 32.00	\$ 11,136.00	\$ 20.00	\$ 6,960.00	\$ 17.00	\$ 5,916.00	\$ 21.00	\$ 7,308.00
WL PVC Pipe 10"	3610	lf	24.00	\$ 86,640.00	\$ 28.00	\$ 101,080.00	\$ 24.00	\$ 86,640.00	\$ 21.00	\$ 75,810.00	\$ 20.00	\$ 72,200.00
WL PVC Pipe 12"	14587	lf	27.00	\$ 393,849.00	\$ 30.00	\$ 437,610.00	\$ 38.00	\$ 554,306.00	\$ 24.00	\$ 350,088.00	\$ 24.50	\$ 357,381.50
WL PVC Pipe 16" SJ	2214	lf	40.00	\$ 88,560.00	\$ 54.00	\$ 119,556.00	\$ 45.00	\$ 99,630.00	\$ 40.00	\$ 88,560.00	\$ 39.00	\$ 86,346.00
WL PVC Pipe 16" RJ	320	lf	55.00	\$ 17,600.00	\$ 78.00	\$ 24,960.00	\$ 75.00	\$ 24,000.00	\$ 65.00	\$ 20,800.00	\$ 65.00	\$ 20,800.00
DICL SJ Pipe 08"	64	lf	25.00	\$ 1,600.00	\$ 53.00	\$ 3,392.00	\$ 65.00	\$ 4,160.00	\$ 30.00	\$ 1,920.00	\$ 39.00	\$ 2,496.00
DICL SJ Pipe 10"	5	lf	30.00	\$ 150.00	\$ 113.00	\$ 565.00	\$ 150.00	\$ 750.00	\$ 80.00	\$ 400.00	\$ 160.00	\$ 800.00
DICL SJ Pipe 12"	27	lf	60.00	\$ 1,620.00	\$ 72.00	\$ 1,944.00	\$ 200.00	\$ 5,400.00	\$ 40.00	\$ 1,080.00	\$ 66.50	\$ 1,795.50
DICL RJ Pipe 16"	5	lf	75.00	\$ 375.00	\$ 225.00	\$ 1,125.00	\$ 350.00	\$ 1,750.00	\$ 200.00	\$ 1,000.00	\$ 260.00	\$ 1,300.00
Anchored Gate Valve Assembly 08"	9	ea	800.00	\$ 7,200.00	\$ 1,100.00	\$ 9,900.00	\$ 1,200.00	\$ 10,800.00	\$ 1,200.00	\$ 10,800.00	\$ 1,050.00	\$ 9,450.00
Anchored Gate Valve Assembly 10"	1	ea	950.00	\$ 950.00	\$ 1,700.00	\$ 1,700.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00
Butterfly Valve Assembly 12"	6	ea	1,100.00	\$ 6,600.00	\$ 1,400.00	\$ 8,400.00	\$ 2,200.00	\$ 13,200.00	\$ 2,500.00	\$ 15,000.00	\$ 1,450.00	\$ 8,700.00
Anchored Butterfly Valve Assembly 12"	2	ea	1,350.00	\$ 2,700.00	\$ 1,900.00	\$ 3,800.00	\$ 2,600.00	\$ 5,200.00	\$ 3,000.00	\$ 6,000.00	\$ 1,700.00	\$ 3,400.00
Anchored Butterfly Valve Assembly 16"	3	ea	1,500.00	\$ 4,500.00	\$ 3,000.00	\$ 9,000.00	\$ 4,200.00	\$ 12,600.00	\$ 4,000.00	\$ 12,000.00	\$ 3,150.00	\$ 9,450.00
Tapping Valve Assembly 8"	1	ea	3,000.00	\$ 3,000.00	\$ 2,850.00	\$ 2,850.00	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00
Tapping Valve Assembly 12"	1	ea	3,500.00	\$ 3,500.00	\$ 4,100.00	\$ 4,100.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
Cut in 8" Tee	1	ea	2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 7,000.00	\$ 7,000.00	\$ 3,500.00	\$ 3,500.00	\$ 995.00	\$ 995.00
Fire Hydrant Assembly	14	ea	2,500.00	\$ 35,000.00	\$ 4,000.00	\$ 56,000.00	\$ 4,000.00	\$ 56,000.00	\$ 4,500.00	\$ 63,000.00	\$ 3,750.00	\$ 52,500.00
Air Release Assembly	1	ea	1,200.00	\$ 1,200.00	\$ 2,600.00	\$ 2,600.00	\$ 3,400.00	\$ 3,400.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
Directional Drill 8" RJ PVC	92	lf	70.00	\$ 6,440.00	\$ 65.00	\$ 5,980.00	\$ 60.00	\$ 5,520.00	\$ 70.00	\$ 6,440.00	\$ 57.50	\$ 5,290.00
Directional Drill 10" RJ PVC	81	lf	80.00	\$ 6,480.00	\$ 94.00	\$ 7,614.00	\$ 70.00	\$ 5,670.00	\$ 85.00	\$ 6,885.00	\$ 76.50	\$ 6,196.50
Directional Drill 12" RJ PVC	1599	lf	90.00	\$ 143,910.00	\$ 83.00	\$ 132,717.00	\$ 95.00	\$ 151,905.00	\$ 92.00	\$ 147,108.00	\$ 89.00	\$ 142,311.00
Directional Drill 16" RJ PVC	78	lf	120.00	\$ 9,360.00	\$ 160.00	\$ 12,480.00	\$ 160.00	\$ 12,480.00	\$ 120.00	\$ 9,360.00	\$ 125.00	\$ 9,750.00
Connect to Existing Water Main	8	ea	750.00	\$ 6,000.00	\$ 650.00	\$ 5,200.00	\$ 3,500.00	\$ 28,000.00	\$ 500.00	\$ 4,000.00	\$ 1,150.00	\$ 9,200.00
Connection of Existing Service Line	2	ea	750.00	\$ 1,500.00	\$ 1,600.00	\$ 3,200.00	\$ 1,800.00	\$ 3,600.00	\$ 750.00	\$ 1,500.00	\$ 1,400.00	\$ 2,800.00
8" Plug	3	ea	100.00	\$ 300.00	\$ 175.00	\$ 525.00	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 99.50	\$ 298.50
10" Cap	1	ea	100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 300.00	\$ 300.00
12" Plug	1	ea	100.00	\$ 100.00	\$ 235.00	\$ 235.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00
12" Cap	1	ea	150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00
16" Cap	1	ea	200.00	\$ 200.00	\$ 510.00	\$ 510.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
2" Blowoff Assembly	3	ea	800.00	\$ 2,400.00	\$ 700.00	\$ 2,100.00	\$ 1,200.00	\$ 3,600.00	\$ 800.00	\$ 2,400.00	\$ 895.00	\$ 2,685.00
Remove & Replace AC Pavement	117	lf	10.00	\$ 1,170.00	\$ 42.00	\$ 4,914.00	\$ 70.00	\$ 8,190.00	\$ 29.00	\$ 3,393.00	\$ 46.00	\$ 5,382.00
Remove & Replace Gravel Drive	328	lf	8.00	\$ 2,624.00	\$ 4.00	\$ 1,312.00	\$ 8.00	\$ 2,624.00	\$ 6.75	\$ 2,214.00	\$ 2.50	\$ 820.00
Remove & Replace Concrete Drive	24	lf	30.00	\$ 720.00	\$ 75.00	\$ 1,800.00	\$ 85.00	\$ 2,040.00	\$ 97.00	\$ 2,328.00	\$ 4.20	\$ 100.80
Remove & Reset CMP	1	ea	500.00	\$ 500.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
Remove & Reset RCP End Section	1	ea	500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
Remove & Replace Concrete Flume	1	ea	1,200.00	\$ 1,200.00	\$ 475.00	\$ 475.00	\$ 4,500.00	\$ 4,500.00	\$ 600.00	\$ 600.00	\$ 905.00	\$ 905.00
Site Clearing & Restoration	1	LS	10,000.00	\$ 10,000.00	\$ 44,000.00	\$ 44,000.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,150.00	\$ 6,150.00
Project Seeding	1	LS	5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,500.00	\$ 14,500.00	\$ 8,150.00	\$ 8,150.00
Erosion Control BMP, Silt Fence	100	lf	2.00	\$ 200.00	\$ 2.00	\$ 200.00	\$ 5.00	\$ 500.00	\$ 1.00	\$ 100.00	\$ 2.00	\$ 200.00
Erosion Control BMP, Const. Entrance	1	ea	500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 505.00	\$ 505.00
Erosion Control BMP, Ditch Check	1	ea	100.00	\$ 100.00	\$ 85.00	\$ 85.00	\$ 100.00	\$ 100.00	\$ 45.00	\$ 45.00	\$ 100.00	\$ 100.00
Erosion Control BMP, Curlex Type 1	100	sy	2.00	\$ 200.00	\$ 2.00	\$ 200.00	\$ 5.00	\$ 500.00	\$ 1.00	\$ 100.00	\$ 2.00	\$ 200.00
Project Total				Bid Total: \$ 862,070.00		\$ 1,039,765.00		\$ 1,162,575.00		\$ 875,772.00		\$ 848,565.80

We recommend the selection of Nowak Construction to perform this project.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 19th day of February, 2018, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Nowak Construction Co, Inc., whose principal office is at 200 S. Goddard Road, Goddard KS 67052 (hereinafter the "Contractor").

NOW, THEREFORE, for the consideration, covenants and mutual promises hereafter stated, the parties hereto agree as follows:

SECTION 1. Contract Documents. The "Contract Documents" consist of the Agreement and the documents listed in Section 12 of the Agreement (the "Contract Documents"). The documents listed in Section 12 are hereby incorporated by reference herein and are made a part of the Agreement as though they are fully set forth herein.

SECTION 2. Work. The Contractor shall furnish all work as specified or indicated in the Contract Documents. The work to be furnished is generally described as follows:

Water Main Improvements:

119th Street Water Line, Well House to 53rd Street

SECTION 3. The Work. The Work shall be done in accordance with the Contract Documents and under the direct supervision of the Engineer, and the Engineer's decision as to the material used in the Work and the method of the Work shall be final and conclusive. In addition, the Contractor shall execute the Work described in the Contract Documents as necessary to produce the results intended by the Contract Documents or reasonably inferable by the Contract to produce the results intended by the Contract Documents.

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within 120 working days after the Notice to Proceed is issued. Allowances will be made for weather or other mitigating factors that impact the completion of work.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the Standard Specifications that are referenced in Section 12 herein.

SECTION 5. Contract Sum. (a) The City shall pay to the Contractor for completion of the Work per unit for quantity in not-to-exceed amounts as set forth in the following chart:

Item	Description	Quantit	Uni	Unit Price	Extension
1	WL PVC Pipe 08"	348	lf	21.00	7308.00
2	WL PVC Pipe 10"	3610	lf	20.00	72200.00
3	WL PVC Pipe 12"	14587	lf	24.50	357381.50
4	WL PVC Pipe 16" SJ	2214	lf	39.00	86346.00
5	WL PVC Pipe 16" RJ	320	lf	65.00	20800.00
6	DICL SJ Pipe 08"	64	lf	39.00	2496.00
7	DICL SJ Pipe 10"	5	lf	160.00	800.00
8	DICL SJ Pipe 12"	27	lf	66.50	1795.50
9	DICL RJ Pipe 16"	5	lf	260.00	1300.00
10	Anchored Gate Valve Assembly 08"	9	ea	1050.00	9450.00
11	Anchored Gate Valve Assembly 10"	1	ea	1600.00	1600.00
12	Butterfly Valve Assembly 12"	6	ea	1450.00	8700.00
13	Anchored Butterfly Valve Assembly 12"	2	ea	1700.00	3400.00
14	Anchored Butterfly Valve Assembly 16"	3	ea	3150.00	9450.00
15	Tapping Valve Assembly 08"	1	ea	2400.00	2400.00
16	Tapping Valve Assembly 12"	1	ea	4000.00	4000.00
17	Cut in 8" Tee	1	ea	995.00	995.00
18	Fire Hydrant Assembly	14	ea	3750.00	52500.00
19	Air Release Assembly	1	ea	2800.00	2800.00
20	Directional Drill 08" RJ PVC	92	lf	57.50	5290.00
21	Directional Drill 10" RJ PVC	81	lf	76.50	6196.50
22	Directional Drill 12" RJ PVC	1599	lf	89.00	142311.00
23	Directional Drill 16" RJ PVC	78	lf	125.00	9750.00
24	Connect to Existing Main	8	ea	1150.00	9200.00
25	Connection of Existing Service Line	2	ea	1400.00	2800.00
26	8" Plug	3	ea	99.50	298.50
27	10" Cap	1	ea	300.00	300.00
28	12" Plug	1	ea	300.00	300.00
29	12" Cap	1	ea	300.00	300.00
30	16" Cap	1	ea	300.00	300.00
31	2" Blowoff Assembly	3	ea	895.00	2685.00

32	Remove & Replace AC Pavement	117	lf	46.00	5382.00
33	Remove & Replace Gravel Drive	328	lf	2.50	820.00
34	Remove & Replace Concrete Drive	24	lf	4.20	100.80
35	Remove & Reset CMP	1	ea	300.00	300.00
36	Remove & Reset RCP End Section	1	ea	300.00	300.00
37	Remove & Replace Concrete Flume	1	ea	905.00	905.00
38	Site Clearing & Restoration	1	LS	6150.00	6150.00
39	Project Seeding	1	LS	8150.00	8150.00
40	Erosion Control BMP, Silt Fence	100	lf	2.00	200.00
41	Erosion Control BMP, Const. Entrance	1	ea	505.00	505.00
42	Erosion Control BMP, Ditch Check	1	ea	100.00	100.00
43	Erosion Control BMP, Curlex Type 1	100	sy	2.00	200.00
BID TOTAL					\$848,565.80

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to progress and completion of the Work. The five percent (5%) retainage, if undisputed, shall be returned no later than the thirtieth (30th) day following final completion; however, if any subcontractor is still performing work, the City may withhold that portion of the retainage attributable to such subcontract until not later than thirty (30) days after such work is completed.

SECTION 6. Maintenance of Improvements. The Contractor shall maintain the completed Work for a period of two (2) years from the date of final completion as determined by the Engineer without cost or expense to the City. Such maintenance of the Work shall be done in compliance with the plans and specifications.

SECTION 7. Bond. Before commencement of the Work, the Contractor shall furnish the following bonds:

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of Eight Hundred Forty Eight Thousand Five Hundred and Sixty Five Dollars and Eighty Cents (\$848,565.80), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Eight Hundred Forty Eight Thousand Five Hundred and Sixty Five Dollars and Eighty Cents (\$848,565.80), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

(c) The Performance and Maintenance Bond and the Statutory Bond shall comply with requirements set forth in the Standard Specifications.

SECTION 8. Arbitration, Notwithstanding anything to the contrary in the Contract

Documents, the City shall not be subject to arbitration and any clause relating to arbitration contained in the Contract Documents herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

SECTION 9. Assignment. The Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products or services purchased or acquired by the City pursuant to this Agreement.

SECTION 10. Deferment or Cancellation of Agreement. The Agreement may be deferred or cancelled by the City in accordance with the Standard Specifications.

SECTION 11. Contractor Representations. (a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(b) The Contractor has studied carefully all physical conditions which are identified on the Plans.

(c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(d) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

SECTION 12. Contract Documents. The Contract Documents which comprise the entire Agreement between the City and the Contractor concerning the Work consist of the following:

- (a) this Agreement;
- (b) Construction Plans;
- (c) Proposal Form;
- (d) Performance Bond;
- (e) Statutory Bond;
- (f) The current edition of the City of Wichita Standard Specifications for Construction of City Projects, (the "Standard Specifications"), a copy of which is on file with the City Clerk's office of the City; provided that, for purposes of this Agreement, references to "Wichita" in the Standard Specifications shall be replaced with "Maize" and references to addresses in the Standard Specifications that refer to a City of Wichita address shall be replaced with "10100 Grady Avenue, Maize, Kansas 67101." The following items shall supersede these referenced specs

1. Kennedy Hydrants with Storz connections and Kennedy Valves shall be used in lieu of Mueller Valves and Hydrants

SECTION 13. Governing Law. The Contract and Contract Documents shall be governed by the laws of the State of Kansas.

SECTION 14. Miscellaneous Provisions. (a) If there is a conflict, the terms and conditions in the Standard Specifications shall prevail over terms and conditions of the Agreement.

(b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents,

(d) Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(e) The City's representative is:

Richard LaMunyon, City Administrator
City of Maize, Kansas
10100 Grady Avenue
Maize, Kansas 67101

(f) The Contractor's representative is:

Joseph B. Nowak, President
Nowak Construction Company, Inc.
P.O. Box 218
Goddard, KS 67052

(g) Neither the City's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

IN WITNESS WHEREOF, THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of this Agreement, and one (1) to the City.


CITY OF MAIZE, KANSAS

By: _____
Clair Donnelly, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

NOWAK CONSTRUCTION CO, INC.

By  _____
Name: Joseph B. Nowak
Title: President

ATTESTED:

BY  _____

a1

ATTACHMENT #1 - REVISED BID FORM
REVISED February 7th, 2018
119th Street Water Main from Well House to 53rd Street North
BID DATE: February 13th, 2018

Water Main Improvements

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	WL PVC Pipe 08"	348	lf	21 ⁰⁰	7308 ⁰⁰
2	WL PVC Pipe 10"	3610	lf	20 ⁰⁰	72200 ⁰⁰
3	WL PVC Pipe 12"	14587	lf	24 ⁵⁰	357381 ⁵⁰
4	WL PVC Pipe 16" SJ	2214	lf	39 ⁰⁰	86346 ⁰⁰
5	WL PVC Pipe 16" RJ	320	lf	65 ⁰⁰	20800 ⁰⁰
6	DICL SJ Pipe 08"	64	lf	39 ⁰⁰	2496 ⁰⁰
7	DICL SJ Pipe 10"	5	lf	160 ⁰⁰	800 ⁰⁰
8	DICL SJ Pipe 12"	27	lf	66 ⁵⁰	1795 ⁵⁰
9	DICL RJ Pipe 16"	5	lf	260 ⁰⁰	1300 ⁰⁰
10	Anchored Gate Valve Assembly 08"	9	ea	1050 ⁰⁰	9450 ⁰⁰
11	Anchored Gate Valve Assembly 10"	1	ea	1600 ⁰⁰	1600 ⁰⁰
12	Butterfly Valve Assembly 12"	6	ea	1450 ⁰⁰	8700 ⁰⁰
13	Anchored Butterfly Valve Assembly 12"	2	ea	1700 ⁰⁰	3400 ⁰⁰
14	Anchored Butterfly Valve Assembly 16"	3	ea	3150 ⁰⁰	9450 ⁰⁰
15	Tapping Valve Assembly 08"	1	ea	2400 ⁰⁰	2400 ⁰⁰
16	Tapping Valve Assembly 12"	1	ea	4000 ⁰⁰	4000 ⁰⁰
17	Cut in 8" Tee	1	ea	995 ⁰⁰	995 ⁰⁰
18	Fire Hydrant Assembly	14	ea	3750 ⁰⁰	52500 ⁰⁰
19	Air Release Assembly	1	ea	2800 ⁰⁰	2800 ⁰⁰
20	Directional Drill 08" RJ PVC	92	lf	57 ⁵⁰	5290 ⁰⁰
21	Directional Drill 10" RJ PVC	81	lf	76 ⁵⁰	6196 ⁵⁰
22	Directional Drill 12" RJ PVC	1599	lf	89 ⁰⁰	142311 ⁰⁰
23	Directional Drill 16" RJ PVC	78	lf	125 ⁰⁰	9750 ⁰⁰
24	Connect to Existing Main	8	ea	1150 ⁰⁰	9200 ⁰⁰
25	Connection of Existing Service Line	2	ea	1400 ⁰⁰	2800 ⁰⁰
26	8" Plug	3	ea	99 ⁵⁰	298 ⁵⁰
27	10" Cap	1	ea	300 ⁰⁰	300 ⁰⁰
28	12" Plug	1	ea	300 ⁰⁰	300 ⁰⁰
29	12" Cap	1	ea	300 ⁰⁰	300 ⁰⁰
30	16" Cap	1	ea	300 ⁰⁰	300 ⁰⁰
31	2" Blowoff Assembly	3	ea	895 ⁰⁰	2685 ⁰⁰
32	Remove & Replace AC Pavement	117	lf	46 ⁰⁰	5382 ⁰⁰
33	Remove & Replace Gravel Drive	328	lf	2 ⁵⁰	820 ⁰⁰
34	Remove & Replace Concrete Drive	24	lf	4 ²⁰	100 ⁰⁰
35	Remove & Reset CMP	1	ea	300 ⁰⁰	300 ⁰⁰
36	Remove & Reset RCP End Section	1	ea	300 ⁰⁰	300 ⁰⁰
37	Remove & Replace Concrete Flume	1	ea	905 ⁰⁰	905 ⁰⁰

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38	Site Clearing & Restoration	1	LS	6150 ⁰⁰	6150 ⁰⁰
39	Project Seeding	1	LS	8150 ⁰⁰	8150 ⁰⁰
40	Erosion Control BMP, Silt Fence	100	lf	2 ⁰⁰	200 ⁰⁰
41	Erosion Control BMP, Const. Entrance	1	ea	505 ⁰⁰	505 ⁰⁰
42	Erosion Control BMP, Ditch Check	1	ea	100 ⁰⁰	100 ⁰⁰
43	Erosion Control BMP, Curlex Type 1	100	sy	2 ⁰⁰	200 ⁰⁰
BID TOTAL					

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 848,565⁸⁰

Note: The City of Maize reserves the right to waive any informalities or minor defects or reject any and all bids.

Dated this 13 day of Feb., 2018.

Contractor: Nowak Construction Company, Inc.

By: Joseph B. Nowak Title: President

Address: P.O. Box 218
Goddard, KS 67152

Signature: 

THE BIDDER IS:

An Individual

By NA (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By NA (SEAL)
(Firm Name)

_____ (general partner)
Business address: _____

Phone No.: _____

A Corporation

By Nowak Construction Company Inc.
(Corporation Name)

Kansas
(state of corporation)

By Joseph B. Nowak
(name of person authorized to sign)

President
(Title)

(Corporate Seal)
Attest Amanda Hoover
(Secretary)

Business address: 200 S. Goddard Rd P.O. Box 218
Goddard, KS 67052

Phone No.: 316-794-8898

SP-7

A Joint Venture

By _____ *NA* _____
(Name)

(Address)

By _____
(Name)

(Address)

NON-DISCRIMINATION ACT

The CONTRACTOR and all SUB-CONTRACTORS on this project shall comply with Kansas Non-Discrimination Law. Senate Bill No. 573, Ch. 194, Laws of 1972.

All CONTRACTORS BIDDING this project should acquaint themselves with the requirements of this Law, CONTRACTORS doing business with the State, Counties. Municipalities or Political Subdivisions are now required to file with the State Civil Rights Commission. a statement regarding the manner in which they intend to comply with this Law. This must be done prior to entering into any CONTRACT.

During the performance of this CONTRACT or any SUB-CONTRACT resulting therefrom, the CONTRACTOR, all SUB-CONTRACTORS, and Vendors shall observe the Provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work done under this CONTRACT because of race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements to employees. the CONTRACTOR, all SUB-CONTRACTORS and Vendors shall include the phrase, 'Equal Opportunity Employer', or a similar phrase to be approved by the State Civil Rights Commission.

If the CONTRACTOR, a SUB-CONTRACTOR or Vendor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the State Civil Rights Commission which has become final, the CONTRACTOR, SUB-CONTRACTOR or Vendor shall be deemed to have breached this CONTRACT and it may be canceled, terminated or suspended, in whole or in part by the City.

Nowak Construction Co., Inc.

Utility Contractors

Bidders Qualification / Evidence of Authority

Bidder & Corporation Information

Nowak Construction Co., Inc.

P.O. Box 218

200 South Goddard Rd.

Goddard, Kansas 67052

316-794-8898

316-794-2243 Fax

Joe B. Nowak- President

John G. Nowak- Secretary

Date incorporated: August, 1979

Federal ID # 48-0893185

Nowak Construction Company, Inc. P.O. Box 218 Goddard, KS 67052
ph 316.794.8898 fax 316.794.2243

Subcontractors:

MAYER - UTI TAPES
TRIDENT - SCEN / EROSION

Suppliers:

CORE / MAIN - PIPE / FITTINGS
WIN WATER - PIPE / FITTINGS

ADDENDUM #1
February 7th, 2018
PAVING AND DRAINAGE IMPROVEMENTS
119th Street Water Main from Well House to 53rd Street North
BID DATE: February 13th, 2018

- 1) Clarification – Line 2 shall be constructed from Station 85+00 to the connection point in 119th Street West at the beginning of the project to allow connection of a service in the commercial park.
- 2) Correction – A temporary Blowoff will be added at Station 85+00 to allow the service connection listed in Item 1. The revised quantity for 2" Blowoff Assembly shall be 3 each.
- 3) Correction – The quantity for WL PVC Pipe 08" shall be 348 lf.
- 4) Correction – The quantity for WL PVC Pipe 12" shall be 14587 lf.
- 5) Correction – The quantity for WL PVC Pipe 16" Restrained Joint shall be 320 lf.
- 6) Correction – A new bid item will be added for WL PVC Pipe 16" with a quantity of 2214 lf.
- 7) Correction – The quantity for DI CL SJ Pipe 08" shall be 64 lf.
- 8) Correction – The quantity for DI CL SJ Pipe 12" shall be 27 lf.
- 9) Correction – The quantity for DI CL RJ Pipe 16" shall be 5 lf.
- 10) Correction – The quantity for Butterfly Valve 12" shall be 6 each. This includes changing the 12" valve at Sta. 13+69.88 Line 2 from a 12" anchored butterfly valve to a 12" butterfly valve and adding a 12" Butterfly Valve at Sta. 85+00 to facilitate the connection listed in Item 1.
- 11) Correction – The quantity for Anchored Butterfly Valve 12" shall be 2 each.
- 12) Correction – The quantity for Remove & Replace Gravel Drive shall be 328 lf. This now includes the temporary construction entrance at the high school. In the event that the entrance has been removed prior to construction, the quantity will be reduced to 300 lf for final payment.
- 13) Correction – A new bid item will be added for Directional Drill 8" RJ PVC with a quantity of 92 lf.
- 14) Correction – A new bid item will be added for Tapping Valve Assembly 8" with a quantity of 1 each.
- 15) Correction – A new bid item will be added for "Cut In 8" Tee" for the connection to the existing 8" line called out at Sta. 105+90.58, Line 2.
- 16) Correction – The bid item for Connect to Existing 8" will be changed to "Connect to Existing Main" and will have a quantity of 8 each.
- 17) Correction – It shall be the responsibility of the Contractor to perform the service tie-overs called out on Sheet 10. A bid item for "Connection of Existing Service Line" will be added with a quantity of 2 each.
- 18) Clarification – The contractor will have the option to directional drill pipe under paved driveways that are indicated on the plans to be removed and replaced. Payment for that work will be based on bid quantities. In the instance where additional directional drilling is required because of conditions encountered in the field, payment will be revised to reflect the additional work. Pipe that is installed by directional drill may use slip joint pipe in cases where only one joint of pipe is required.
- 19) Correction – Bid items have been added for individual erosion control BMP items. These will only be installed when identified as necessary by the Field Engineer and will be paid for by measured quantity.

Acknowledge receipt of and confirmation of this addendum below. This addendum must also be acknowledged in Article 3(a) of the Bid Form. The revised bid form dated February 6th, 2018 must be used when bidding.

Acknowledgement of Addendum #1, 119th Street Water Main from Well House to 53rd Street North
February 7th, 2018


Name Joseph B. Nowak

2-7-18
Date

Attachments: Revised Bid Form (2 Pages)

BID FORM

This Bid is submitted to: The City of Maize, Kansas

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty calendar days after the day of Bid opening.
3. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Section 3 of the Construction Agreement within 120 working days of the Notice to Proceed. The project will be constructed in phases
4. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive working day thereafter as provided in section 3 of the Construction Agreement.
5. This project is sales tax exempt.
6. The following are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of 5 1/2
 - b. A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid.
 - c. Required BIDDER's Qualification Statement with supporting data.
7. In submitting this Bid. Bidder acknowledges receipt of the following addenda # 1

SUBMITTED on 2-13-18, 2018.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Nowak Construction Co., Inc.

200 S. Goddard Rd., Goddard, KS 67052

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306 - 3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Maize

10100 W. Grady, Maize, KS 67219

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

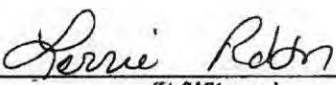
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

119th Street Waterline from Well House to 53rd Street North

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

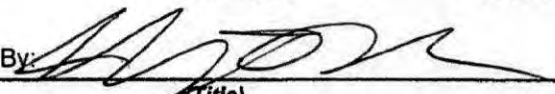
Signed and sealed this 13th day of February, 2018



(Witness)

Nowak Construction Co., Inc.

(Principal) (Seal)

By: 

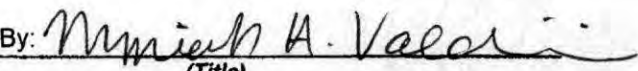
(Title)



Todd Rambo (Witness)

Merchants Bonding Company (Mutual)

(Surety) (Seal)

By: 

(Title)
Myriah A. Valdivia, Attorney-in-fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bret S Burton; David B McKinney; Desiree E Westmoreland; Myriah A Valdivia; Tim H Heffel; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

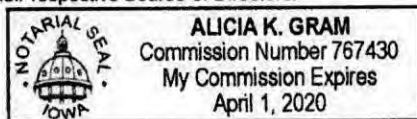


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of February, 2018.



William Warner Jr.
Secretary

POA 0018 (3/17)

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 19, 2018
AGENDA ITEM # 8B**

ITEM: **Garver, LLC Engineering Agreement for Professional Services**

BACKGROUND:

Council has accepted the construction contract for the 119th Street Waterline project to begin in the next few weeks.

In order to insure compliance and quality control throughout the project it is recommended that Garver, LLC engineering be given the responsibility for the "staking and inspection" components of the project.

Garver, LLC engineer, Ken Lee, has worked with City staff since the beginning discussions for the pipeline. He guided the development of both the preliminary and final design and other requirements for the project.

Garver, LLC was instrumental in the development, timeline, bid process and working with the contractors during the selection process.

The City engineer and other city staff will monitor the construction and work with Garver LLC, however their expertise for the staking and daily construction inspection is recommended.

FINANCIAL CONSIDERATIONS:

The cost is \$98,600 for Garver, LLC engineering professional services. This money will be a part of the final bond amount for the project.

LEGAL CONSIDERATIONS:

City Attorney has reviewed and approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the Garver, LLC Agreement in the amount not to exceed \$98,600 for Staking and Inspection services.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Maize, Kansas
10100 W Grady Avenue, Maize, Kansas 67101
Project: 119th Street West Water Line from Well House to 53rd Street North

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Maize, Kansas**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Construction of a new, 16 inch water main along 119th Street West from the Well House north to 53rd Street North, Maize, Sedgwick County, Kansas.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

Garver will provide construction staking and construction inspection services for the installation of this new project as more fully described in Exhibit A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except for geotechnical services and as may be modified for additional services required), the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



119 th Street West Water Line	FEE AMOUNT	FEE TYPE
Construction Staking Services	\$22,000	Hourly (Rate Schedule)
Construction Inspection Services	\$76,000	Hourly (Rate Schedule)
TOTAL FEE	\$98,600	

For Construction Staking and Construction Phase Services, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The amount paid to GARVER under this agreement is estimated to be \$98,600. The actual total fee may exceed this estimate. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2018.

For the Construction Phase Services, expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$15.00 per hour for GPS and Robotic Total Station survey equipment use.

Should it be determined that Geotechnical Services are required on this project, the Owner will negotiate and directly contract with an approved Geotechnical Consultant as a subconsultant to the City of Maize.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2018.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.



2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary staking and inspection services.
3. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
4. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
5. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
6. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.



5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this



contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 (not used)

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential.



As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is a Kansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Kansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of



any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF MAIZE, KANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



APPENDIX A – SCOPE OF SERVICES:

Pre-Construction Activities:

- Assist the City with the bid letting of the project.
- Assist the City with the preparation and receipt of contracts and project bonds.
- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Verify that all on-site underground utility lines have been marked by Kansas One-Call, and arrange for the Contractor to relocate utility lines that may be in conflict with the project.
- Field check all materials on site to assure compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Review and coordinate traffic control measures prior to construction.

Construction Operations – Staking and Inspection

- Construction staking of the project, consisting of tacked hubs at a specified offset from the pipe at fifty-foot intervals and inflection points and appurtenances for the length of the project. Culvert pipes will be staked for location and flow elevation.
- Check traffic control measures prior to construction.
- Verify drainage ditches for alignment and grade.
- Check trench width and depth.
- Check that proper trenching methods are being used.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and appurtenance locations.
- Complete all inspection logs, and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.
- Coordinate water sampling and testing. Testing cost for water samples will be treated as a pass through cost on the project.
- Observation of pipe testing performed by the Contractor, including pressure testing.

The list of inspection items presented here provides an outline of the duties and the responsibilities of Garver prior to and during construction of this project, but cannot detail all of the contingencies that may arise during the construction. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.



APPENDIX B

Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1.....	\$ 102.00
E-2.....	\$ 118.00
E-3.....	\$ 142.00
E-4.....	\$ 166.00
E-5.....	\$ 203.00
E-6.....	\$ 254.00
E-7.....	\$ 337.00
Planners / Environmental Specialist	
P-1.....	\$ 122.00
P-2.....	\$ 153.00
P-3.....	\$ 191.00
P-4.....	\$ 216.00
P-5.....	\$ 251.00
P-6.....	\$ 285.00
P-7.....	\$ 345.00
Designers	
D-1.....	\$ 95.00
D-2.....	\$ 111.00
D-3.....	\$ 132.00
D-4.....	\$ 153.00
Technicians	
T-1.....	\$ 74.00
T-2.....	\$ 94.00
T-3.....	\$ 114.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 60.00
S-3.....	\$ 81.00
S-4.....	\$ 116.00
S-5.....	\$ 153.00
S-6.....	\$ 174.00
2-Man Crew (Survey).....	\$ 186.00
3-Man Crew (Survey).....	\$ 232.00
2-Man Crew (GPS Survey).....	\$ 206.00
3-Man Crew (GPS Survey).....	\$ 252.00
Construction Observation	
C-1.....	\$ 89.00
C-2.....	\$ 115.00
C-3.....	\$ 140.00
C-4.....	\$ 173.00
Management/Administration	
M-1.....	\$ 345.00
X-1.....	\$ 58.00
X-2.....	\$ 79.00
X-3.....	\$ 110.00
X-4.....	\$ 140.00
X-5.....	\$ 172.00
X-6.....	\$ 219.00

Agreement for Professional Services
 Maize 119th Street Water Main

Garver Project No. 17264947

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, February 19, 2018**

AGENDA ITEM #8C

ITEM: **Carriage Crossing Petitions and Resolutions of Advisability**

BACKGROUND:

The developer for the Carriage Crossing Addition has submitted petitions for improvements as follows:

Paving (High Plains)	\$ 29,000
Paving (Longbranch Drive)	<u>\$ 282,000</u>
	\$ 311,000

FINANCIAL CONSIDERATIONS:

The total for these improvements is \$311,000. Staff is working with the financial advisor to update the 2018 project funding schedule.

LEGAL CONSIDERATIONS:

Bond Counsel reviewed the petitions and prepared the resolutions of advisability and approves them as to form.

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Carriage Crossing Addition in the total amount of \$311,000.

- 2) Adopt the Resolutions of Advisability for the Carriage Crossing Addition.

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

1. We, the undersigned owners of record (the "Petitioners") as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Carriage Crossing Addition

Lots 50-57, Block 5
Lots 39-47, Block 6

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed (i) paving improvements on **LONGBRACH DRIVE** from the west line of Lot 57, Block 5 to the north line of Horseshoe Bend; and (ii) the reconstruction of a certain gravel access road from the west line of Lot 57, Block 5 to the east R/W of the Union Pacific Railroad and all necessary improvements related and appurtenant thereto (collectively, the "Improvements").
- (b) That the estimated and probable cost of the Improvements is Two Hundred and Eighty-Two Thousand Dollars (\$282,000.00), exclusive of the cost of interest on borrowed money, said estimated cost to increase at the pro rata of 1 percent per month from and after February 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Improvements.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City of Maize to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Improvements shall be on a fractional basis:

That the following lots and tracts in **Carriage Crossing Addition**, Maize,

Sedgwick County, Kansas shall each pay 1/17 of the total cost of the Improvements (the Improvement District”):

Carriage Crossing Addition

Lots 50-57, Block 5
Lots 39-47, Block 6

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------



2-2-18

Carriage Crossing Addition

Lots 50-57, Block 5
Lots 39-47, Block 6



2-2-18



Lot phase 17

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

1. We, the undersigned owners of record (the "Petitioners") as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Carriage Crossing Addition

Lots 50-57, Block 5

Lots 39-47, Block 6

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed paving improvements on HIGH PLAINS from the east line of Plantation to the west R/W of the Union Pacific Railroad and all necessary improvements related and appurtenant thereto (the "Improvements").
- (b) That the estimated and probable cost of the Improvements is Twenty-Nine Thousand Dollars (\$29,000.00), exclusive of the cost of interest on borrowed money, said estimated cost to increase at the pro rata of 1 percent per month from and after February 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Improvements.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City of Maize to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Improvements shall be on a fractional basis:

That the following lots and tracts in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/17 of the total cost of the Improvements (the Improvement District"):

Carriage Crossing Addition

Lots 50-57, Block 5

Lots 39-47, Block 6

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.


2. This petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04. Accordingly, the Petitioners acknowledge the following:
 - (a) The Petitioners, in the aggregate, are the owners of 100% of the property or properties to be included in the Improvement District.
 - (b) The proposed Improvement District does not include all properties which may be deemed to benefit from the Improvements.
3. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
4. That names may not be withdrawn from this petition by the signers thereof after the governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
--------------------------	------------------	-------------

Carriage Crossing Addition

Lots 50-57, Block 5
Lots 39-47, Block 6

 2-2-18

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion* on February 22, 2018)

RESOLUTION NO. [__]-18

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CARRIAGE CROSSING ADDITION – HIGH PLAINS).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Maize, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and (g) the statement that the Petition was submitted under subsection (c) of K.S.A. 12-6a04; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of 100% of the property or properties proposed to be included in the improvement district, in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

paving improvements on HIGH PLAINS from the east line of Plantation to the west R/W of the Union Pacific Railroad and all necessary improvements related and appurtenant thereto, all to serve the area described as the Improvement District in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$29,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 50 – 57, Block 5 and Lots 39 – 47, Block 6, Carriage Crossing Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is on a fractional basis. Lots 50 through 57, Block 5, and Lots 39 through 47, Block 6, CARRAIGE CROSSING ADDITION shall each pay 1/17 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution. The governing body of the City acknowledges that the Petition was submitted under K.S.A. 12-6a04(c) and hereby finds that the Improvement District does not include all property which may be deemed to be benefitted by the construction of the Improvements and the persons who signed the Petition are willing to pay the costs of the Improvements as set forth in the Petition.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on February 19, 2018.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 19, 2018 as the same appears of record in my office.

DATED: February 19, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion* on February 22, 2018)

RESOLUTION NO. [__]-18

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CARRIAGE CROSSING ADDITION - LONGBRANCH).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Maize, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

(i) paving improvements on LONGBRACH DRIVE from the west line of Lot 57, Block 5 to the north line of Horseshoe Bend; and (ii) the reconstruction of a certain gravel access road from the west line of Lot 57, Block 5 to the east R/W of the Union Pacific Railroad and all necessary improvements related and appurtenant thereto, all to serve the area described as the Improvement District, in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$282,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 50 – 57, Block 5 and Lots 39 – 47, Block 6, Carriage Crossing Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is on a fractional basis. Lots 50 through 57, Block 5, and Lots 39 through 47, Block 6, CARRAIGE CROSSING ADDITION shall each pay 1/17 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on February 19, 2018.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 19, 2018, as the same appears of record in my office.

DATED: February 19, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
WEDNESDAY, February 19, 2018**

AGENDA ITEM #8D

ITEM: ANNEXATION ORDINANCE

BACKGROUND:

The City received a signed "consent to annex form" from the "Dotson Lewis William Revocable Living Trust".

Greg A. Dotson, executive trustee, signed the requesting annexation consent form.

A title search, conducted by Security First Title Company, listed the property as the "Dotson Lewis William Revocable living Trust".

Greg A. Dotson is the authorized executive trustee of the property.

The approximate 74 acres of land is located west of Maize Road and to the south of 45th Street. (*map attached*)

The land to be annexed adjoins the City limits of Maize and is eligible for annexation pursuant to K.S.A 12-520.

With Council approval the Annexation Ordinance, the ordinance will be published in the Clarion Newspaper and the property will become a part of Maize.

FINANCIAL CONSIDERATIONS:

None.

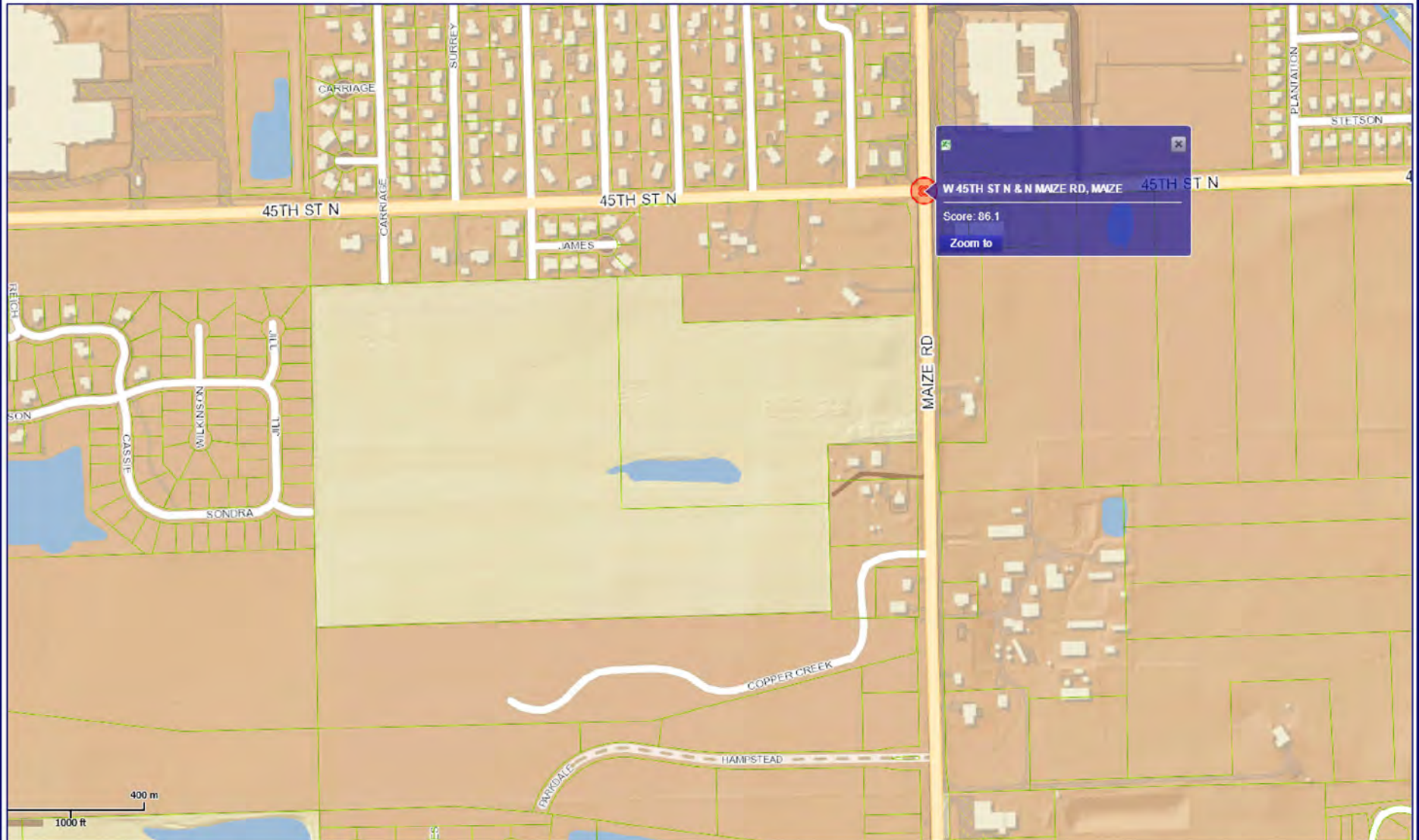
LEGAL CONSIDERATIONS:

The City Attorney has approved the ordinance as to form.

RECOMMENDATION/ACTION:

Approve the Annexation Ordinance and authorize the Mayor to sign.

Dotson Property



Geographic Information Services
Sedgwick County...
working for you

Geographic Information Services
 Division of Information & Operations
www.sedgwickcounty.org/gis
 525 N. Main, Suite 212, Wichita, KS 67203
 Tel: 316.660.9290 Fax: 316.262.1174

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Wed Feb 7 08:51:55 GMT-0600 2018

Published in the Mount Hope Clarion on the __ day of ____, 2018

Ordinance No. _____
Dotson Lewis William Revocable Living Trust Annexation

AN ORDINANCE ANNEXING LAND TO THE CITY OF MAIZE, KANSAS.

WHEREAS, the following described land adjoins the City of Maize, Kansas (the City);

WHEREAS, a written consent to annexation of the following described land, signed by the owner of record thereof, has been filed with the City pursuant to K.S. A. 12-520; and

WHEREAS, the governing body of the City finds it advisable to annex the below described land.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS, AS FOLLOWS:

Section 1. Annexation. The following described land is annexed and made a part of the City of Maize, to-wit:

GOV LOT 1 EXC BEG 1390.9 FT N SE COR NE1/4 W 430 FT S TO S LI GOV LOT 1 E 430 FT TO SE COR GOV LOT 1 N TO BEG & EXC E 40 FT FOR RD & EXC N 208.71 FT E 1043.55 FT THEREOF & EXC BEG 1390.90 FT N SE COR NE1/4 W 430 FT N 100 FT E 430 FT S 100 FT TO BEG SEC 30-26-1W

AND

N 30A S1/2 NE1/4 EXC E 430 FT & ALL GOV LOT 2 SEC 30-26-1W

Section 2. Publication. This ordinance shall be published once in the official City newspaper.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the City Council and Approved by the Mayor on the _____ day of _____, 2018.

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, February 19, 2018**

AGENDA ITEM # 8E

ITEM: Austin Peters Employee Agreement

BACKGROUND:

On March 16, 2015 the City Council authorized a Letter of Understanding for an employee salary compensation study with the Austin Peters Group. The cost of the study was \$7,800.

As a result of the study, an employee pay plan with pay ranges by job description was established beginning on January 1, 2016. Council instructed this pay plan be reviewed at the end of three years to determine if adjustments are required.

Staff reached out to the Austin Peters Group to conduct the required employee pay plan review and make any recommendations based on their finding.

During the past three years minimal changes have taken place regarding job descriptions or employee responsibilities.

Therefore much of the original information developed by the Austin Peters Group continues to be relevant.

Attached is the Proposal of Services and a Letter of Understanding from the Austin Peters Group.

FINANCIAL CONSIDERATIONS:

The cost for the " Compensation Analysis" portion is \$5,750.00.

Travel & on-site services would be billed separately.

The total cost for the study, recommendations and travel is not to exceed \$6,950.00.

LEGAL CONSIDERATIONS:

The City Attorney approves the agreement as to form.

RECOMMENDATION/ACTION:

Approve the Letter of Understanding from Austin Peters and authorize the Mayor to sign for services not to exceed \$6,950.00

Letter of Understanding

LETTER OF UNDERSTANDING COMPENSATION STUDY

This letter shall serve as a letter of agreement the City of Maize of Maize, Kansas and The Austin Peters Group, Inc. of Overland Park, Kansas, governing the provision of professional human resource consulting for the City of Maize.

The Austin Peters Group, Inc. shall provide consulting services to gather salary and benefits data for a peer group of cities and similar organizations to the City of Maize as described in the proposal dated February 12, 2018. This agreement's obligations and benefits shall apply to any successor companies.

The City of Maize agrees to compensate The Austin Peters Group, Inc. under the terms and conditions as provided herein.

Total project payment is not to exceed \$6,950.00 for services related to a compensation study. The market data collected will be range minimums, range maximums, actual pay. Payments are due upon receipt of invoices by the City of Maize and will be invoiced in 2 payments according to progress of the study with a deposit of \$3,475.00.

With regard to the services to be performed by The Austin Peters Group, Inc. pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to the City of Maize, or to anyone who may claim any right due to his relationship with the City of Maize, for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc. or on the part of the agents or employees of The Austin Peters Group, Inc.; except when said acts or omissions of The Austin Peters Group, Inc. are due to their negligence or willful misconduct. The City of Maize shall hold The Austin Peters Group, Inc. free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to the City of Maize pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the negligence or willful misconduct as determined by a court of competent jurisdiction.

The City of Maize agrees that the liability of Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Austin Peters Group for the analysis or recommendations or other associated services that gave rise to the claim being asserted by the City of Maize. In no event shall Austin Peters Group, Inc, its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and

operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files. Returning via fax is fine.

Sincerely,

Becky Crowder
President

Accepted by: _____
The City of Maize

Title: _____

Date: _____



Proposal for Services
City of Maize, Kansas - Compensation Study
February 12, 2018



Rebecca G. Crowder, President
Elizabeth Tatarko, Vice
President
P.O. Box 27196
Overland Park, Kansas 66225
Ph (913) 851-7530
Fax (913) 851-7529
bcrowder@austinpeters.com
www.austinpeters.com



February 12, 2018

City of Maize, KS
Attn: Rebecca Bouska, Deputy City Administrator
City of Maize, Kansas
By email to Ms. Bouska

Dear Ms. Bouska,

Enclosed, please find a proposal for a human resource compensation study for The City of Maize. This proposal covers approximately 28 positions.

We have an extensive background in working with City government, elected officials, and public sector employees in these type of projects. Our depth of experience with other cities of similar size will be a plus in this proposal. This proposal is valid for 90 days. We look forward to talking with you to discuss the proposal.

Sincerely,

Rebecca G Crowder, President
P.O. Box 27196
Overland Park, Kansas 66225
Ph (913) 851-7530
Fax (913) 851-7529
bcrowder@austinpeters.com

I. Qualifications and Experience

The Austin Peters Group, Inc. (APG) is a corporation established in 1998. The company is incorporated in the state of Kansas. It is a privately owned, certified Women Business Enterprise (WBE). APG is co-owned by Rebecca Crowder, President, and Elizabeth Tatarko, Vice-President. Rebecca Crowder will be the primary contact for the project.

A small company based in Overland Park, Kansas, The Austin Peters Group combines the experience and energy to provide high-quality, tailored products that meet the demands of our customers. The firm prides itself in being highly responsive to its client needs.

Experience - Project Manager and Team

The following is an overview of our project team, which includes qualifications, education, professional registrations and areas and years of service in the respective field.

Rebecca Crowder, Masters in Public Administration, SPHR— President

The founder and President of The Austin Peters Group, Inc., has more than 25 years of local government management experience. Rebecca has provided management assistance to nearly 200 local government clients on a variety of management issues. She has researched and authored more than 100 studies. Rebecca has organized and led training programs for over 5,000 participants on issues such as diversity awareness, human resource management, team building, budget and finance, role of boards, goal setting and strategic planning. Past positions -- Human Resource/Administrative Services Director—Merriam, Kansas; Management Consultant—University of Tennessee Municipal Technical Advisory Service; Management Assistant—Janesville, Wisconsin; Budget Analyst—Johnson County, Kansas

Rebecca's extensive local government experience has touched all local service areas, including: police, fire, public works, engineering, library, mental retardation services, administration, City elected officials, courts and juvenile justice, and more. She holds a

Bachelor of Arts in Political Science from Kansas State University and a Master of Public Administration from the University of Missouri at Columbia. Former National Society for Human Resource Certification instructor for four years at Washburn University, teaching the compensation and classification certification (among others). Rebecca has led most projects listed in experience statement. Professional Memberships and Certifications: ICMA, SHRM, DDI Trainer, Zenger Miller Trainer.

Project Responsibility: Project Manager responsible for oversight and detailed involvement of entire project.

Elizabeth Tatarko, Masters in Urban Planning—Vice President

Elizabeth has served local and state government—as well as non-profit organizations—for more than 25 years. Prior to joining The Austin Peters Group, she was the Assistant Director of the Kansas Center for Rural Initiatives at Kansas State University.

Elizabeth has provided technical assistance to more than 200 local, regional, and state organizations. She provides expertise in: Evaluation and survey design; Community and economic development; Citizen involvement; Community participation; Conflict resolution; Focus groups; and Strategic planning.

Over the past several years, Elizabeth has co-authored nearly all of the studies undertaken by The Austin Peters Group, Inc. on local government and worked directly with nearly all of Austin Peters Group, Inc. 80 local government clients. She has worked with more than 20 communities in citizen attitude survey research, focus group research, and individual interviews. She has also served as a program evaluator for university and state government programs.

Elizabeth has served as an organizer and leader for training programs that have reached more than 5,000 persons. She received specialized training in conducting focus groups from the University of Minnesota under the guidance of Dr. Richard Krueger, the national leader in this field. She holds a Bachelor of Science in Political Science and a Master of Science in Regional and Community Planning from Kansas State University.

Elizabeth was the Project Manager for Johnson County's Performance Evaluation program involving more than 3,000 employees. She also served as co-project manager for the Ford County Organizational Assessment. Professional Memberships and Certifications: APA, Myers Briggs Type Indicator, DDI Trainer, Center for Creative

Leadership graduate, Focus Group Facilitator University of Minnesota. Training and experience includes all major projects in partial list below.

Project Responsibility: Co-Project Manager, responsible for oversight and detailed involvement of entire project.

Marla Flentje, Masters in Public Administration—Senior Consultant (independent contractor)

Marla has over 20 years' experience in consulting, facilitating, and teaching professional development programs for state, local, and community organizations. For several years, she has organized the annual Kansas Association of Counties compensation survey with 105 counties.

Marla has served as director for a state university-based unit that provides research, support, and technical assistance to local governments. She holds a Master's degree in Public Administration from Wichita State University. Marla was instrumental in the facilitation of Johnson County's performance evaluation program. Professional Memberships and Certifications include ICMA and Conflict Resolution and Management. Ms. Flentje works as an independent consultant for The Austin Peters Group.

Project Responsibility: None.

Jay Crowder, Masters in Human Development, SPHR—Senior Consultant

Jay has held leadership and professional positions in two Fortune 250 companies. His 25 years of experience are in the areas of -- Affirmative action; Fair employment practices (ADA, FMLA, Title VII); Human resource planning; Recruitment; Compensation; Performance management; 360-degree evaluation process; Employee relations; Training and development; Employee relocation; Union avoidance; Worker's compensation; and Immigration.

Jay holds a Bachelor's Degree in Human Development from the University of Kansas and a Master's Degree in Human Resource Development from Vanderbilt University. Training and experience include specific studies, as well as the former Classification and Compensation Analyst for Johnson County, Kansas (current employees total over 4,000). Professional memberships and certifications include ICMA, SHRM.

Project Responsibility: Consultant on employment law and human resource needs.

Partial List of Clients

The Austin Peters Group has completed projects for over **100 local governments**. We have been assisting local governments since 1998.

Below is a partial list of clients, and more specific information is available upon request. Private sector clients are not listed.

City of Bonner Springs, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Hesston, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Iowa City, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Larned, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description

revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of La Vista, Nebraska

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Newton, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Spring Hill, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Flint Hills Services

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Butler County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans

with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Geary County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Harvey County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Rice County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Riley County, Kansas

This project was conducted with all full-time employees. A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. The classification and compensation study was accomplished in coordination with the job description revision. The salary and benefit survey was conducted for an external review of the market.

Pottawatomie County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Johnson County, Kansas

System-wide implementation of performance evaluation system for more than 4,000 employees.

City of La Vista, Nebraska

After the City adopted a pay study and had their strategic plan updated by the consulting team, the team developed low-cost solutions to their pay-for-performance system.

City of North Liberty, Iowa

After the City adopted a pay structure, the consulting team guided implementation of a pay-for performance system that has customizable performance factors.

Flint Hills Services

After the organization adopted a pay structure, the consulting team guided implementation of a pay for performance system that has customizable performance factors.

Rice County

After the County adopted a pay structure, the consulting team guided implementation of a pay-for-performance system that has customizable performance factors.

City of Bonner Springs, Kansas

After the City adopted a pay structure, the consulting team guided the implementation

of a pay-for-performance system that has customizable performance factors.

Sprint—Worldwide

Three consultants have been involved in design, implementation, and training for Sprint's performance evaluation.

US Army, Navy, Marines

Two consultants have been involved in design and delivery of specific training for performance evaluation.

Products and Services

Management Recruitment and Development

Executive and managerial recruitment and selection

Team building

Strategic planning

Performance evaluation

Human resource management

Organizational climate surveys

Program evaluation

Facilitation

Compensation and Benefits

Compensation and benefit studies and solutions

Job evaluation

Market analysis

General Employment

Compliance with federal employment law

Employee handbooks

Job descriptions

Employment mediation

Third party investigation
Sexual harassment training
Interviewing techniques
Conducting background checks

Leadership Development

Achieve global products
Myers Briggs Type Indicator
Communication styles
Conflict resolution
Supervisory training
Employee development planning

Affirmative Action Planning

Affirmative action planning
Compensation analysis
Equal opportunity surveys
Quarterly management reports
Recruitment and placement support
Diversity and sensitivity training

II. Detailed Scope of Work

Objectives

The purpose of the compensation study is to ensure that positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together, provides salaries commensurate with assigned duties; clearly outlines promotional opportunities and provides recognizable compensation growth; provides justifiable pay differential between classes and maintains currency with relative labor markets. In addition, the consulting teams' responsibility to the City is to provide a product that is simple and manageable, easy for employees and staff to understand, and to provide recommendations that are tailored to the financial conditions of the City while attracting and retaining the talent necessary to compete in the

21st century.

Scope of Involvement—City Staff

The City will provide the following support:

Arrange for any meetings, including arranging meeting space and providing meeting confirmation.

Provide copies of all job descriptions (Word format), job classifications, pay plans, existing classifications, pay ranges by employee (Excel format), and provide copies of all wage and salary schedules (Excel format).

Provide a listing of all employee names, titles, departments, supervisors, years of service, last pay raises, current salaries, annual overtime salaries, exempt versus non-exempt status, and current ranges (in Excel format).

Scope of Work—External Equity

Positions will be evaluated in comparison to local economic market conditions for entry-level, professional, and management personnel. In order to accomplish the external market review of positions, ten or more comparable organizations (*e.g.* similar cities, counties, state agencies) and ten or more local private sector market competitors will be surveyed.

Respondents will receive a summary of the position being surveyed, and will be asked to score how closely the respondent's position matches the benchmark position in the survey. This assists the consultant with determination of content and duty comparisons. Length of service is compared in the next phase of the evaluation, when pay compression is reviewed.

After surveys are received, the consultant often communicates with the respondents to confirm information and responses or review job descriptions. Department heads will be surveyed regarding market competition and staffing turnover to ensure that critical positions are surveyed.

External data sources may be used in lieu of a full survey.

At least 27 positions will be surveyed and used as benchmark positions for extrapolating data. Every effort will be made to have a minimum of eight responses for each position

surveyed. Additional organization information will be collected in the market survey to include: insurance plans and descriptions, employer contributions for single, family or cash provided), and employee contributions.

The final report will demonstrate each response and provide a summary of (as well as graphic and numerical differences between) the City and its respondents. Benefits data will be collected from each respondent, and that information will also be calculated into comparative data for health insurance benefits, and other descriptive information will be summarized. The report will outline where the City currently stands in the market, and what steps would be necessary to lead, meet, or lag the market.

Scope of Work—Deliverables

The Austin Peters Group will provide the City with:

1. Each pay grade shall reflect Minimum, Midpoint and Maximum Range.
2. Make recommendations for a multi-year implementation strategy based on financial parameters provided by the City. This implementation strategy will be effective with a date determined by the City.

III. Timeframe

Timeline Compensation Analysis

Completion Date	Task	Responsible	Deliverables
Week 1	Letter of agreement	City of Maize	Returns signed copy to the Austin Peters Group and processes invoice for deposit.
	Meeting with City Team/Stakeholders by phone.	Austin Peters Group/City of Maize	The consulting team meets with the City Team/Stakeholder Group to answer a set of questions that will direct the consulting team in development of recommendations by phone.
	Market questionnaire delivered to City department head only	Austin Peters Group/City of Maize	Questionnaires are delivered electronically. Market questionnaire is filled out by the department head and returned by day 5 via fax to the Austin

Peters Group (913-851-7529).			
	Market questionnaire from department head	Austin Peters Group	Department heads answer questions required for market study process to start.
Week 3	Market survey commences	Austin Peters Group	Market analysis (respondents will have 14 days to turn survey around to APG).
Week 8	Deputy City Administrator/ City Administrator	Austin Peters Group	Draft of findings with preliminary range recommendations and financial impact.
Week 11	Deputy City Administrator/ City Administrator	Austin Peters Group	Final draft of findings with recommendations.

IV. Billing Rates and “Not to Exceed”

Scope and Cost	Cost
Compensation Analysis (estimate of 28 job classification positions)	
External equity - market analysis of peers for 28 positions	\$3,650.00
Recommendations for market, ranges, alternatives with fiscal impacts, flexibility of structure, implementation by position (20 hours)	\$2,000.00
Copies provided electronically to client with one original mailed	\$100.00
Total Costs	\$5,750.00
Travel including time and onsite hours to be billed separately	

Additional Work

The rate for this project \$100/hour. This hourly rate will be applied for any additional services beyond the scope of services outlined in this request for proposal response.

V. References

Lunda Asmani, Assistant City Administrator

City of Newton
201 East Sixth, P.O. Box 426
Newton, KS 67114
316-284-6019
Lasmani@cityofnewtonkansas.com

Scope: Classification and Compensation project, market survey, job description revisions, 150 positions for the 211 employees.

Ms. Rita Ramirez, Assistant City Administrator

City of LaVista
8116 Park View Boulevard
La Vista, NE 68128

(402) 331-4343
RRamirez@cityoflavista.org

Scope: Classification and Compensation project, market survey, job description revisions, performance evaluation implementation for 48 positions

Kent Cagle, City Manager

City of Leander
200 West Willis Street
Leander, TX 78641
512-528-2702
kcagle@leandertx.gov

Scope: Classification and Compensation project, market survey, job description revisions, performance evaluation implementation for 116 positions and 168 employees

Mary Biere, Human Resource Manager

Johnson County
111 S. Cherry St.
Olathe, KS 66061-3451
913-715-1600
Mary.Biere@jocogov.org

Scope: Performance Evaluation system design and implementation for 3,000 employees.

Randy Partington, County Administrator

Finney County
311 North 9th Street
Garden City, KS 67846
620-272-3506
rpartington@finneycounty.org

Scope: Classification and Compensation project, market survey, job description revisions, FLSA review, performance evaluation implementation for 154 positions and 327 employees

Sarah Plinsky, Assistant County Administrator

Douglas County
1100 Massachusetts St.
Lawrence, KS 66044
785-832-5329
splinsky@douglas-county.com

Scope: Classification and Compensation project, market survey, job description revisions, FLSA review for 153 positions, 375 employees

February 2018



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- Trying to keep everyone healthy as the flu bug is going around the department. Protocol has been set in place so that each officer is responsible for disinfecting their patrol unit at both the beginning and end of each shift to help prevent the spread of the flu.
- The department purchased and implemented a new policy administration system. As the department continues to grow at a steady pace, it is increasingly more difficult to keep up with current legal and best practice changes that promulgate policy updates and changes. The new system provided legal updates that are timely and allows police administration to effectively manage department policies on a daily basis.

Budget status: 95/100%

Major purchases: Patrol car / Policy management system

Current Staff Levels.

11 Full-time
2 Part-time
1 Reserve
3 Reserve -Vacant

Monthly Activities

January Police Reports - 105
January calls for service - 738

Community Policing:

Working on Run to believe.

INVESTIGATIONS SECTION SUMMARY FOR 2017:

CASES ASSIGNED/REVIEWED/ASSISTED YTD: 154

201400129, 201600155, 201600315, 201600353, 201600375, 201600480, 201600487, 201600506, 201600626, 201600736, 201600754, 201600804, 201600829, 201600890, 201600893, 201600912, 201600928, 201600993, 201600982, 201600984, 201600997, 201601015, 201601025, 201601033, 201601036, 201601038, 201601039, 201700001, 201700003, 201700016, 201700028, 201700029, 201700042, 201700049, 201700054, 201700062, 201700063, 201700071, 201700075, 201700077, 201700081, 201700098, 201700103, 201700117, 201700118, 201700119, 201700122, 201700149, 201700153, 201700154, 201700171, 201700182, 201700199, 201700223, 201700248, 201700251, 201700255, 201700258, 201700260, 201700161, 201700262, 201700263, 201700265, 201700266, 201700268, 201700274, 201700277, 201700292, 201700294, 201700295, 201700297, 201700303, 201700304, 201700305, 201700306, 201700311, 201700313, 201700316, 201700320, 201700322, 201700327, 201700376, 201700391, 201700412, 201700419, 201700421, 201700422, 201700430, 201700438, 201700439, 201700452, 201700468, 201700477, 201700480, 201700484, 201700487, 201700488, 201700491, 201700497, 201700522, 201700525, 201700531, 201700539, 201700545, 201700568, 201700573, 201700574, 201700581, 201700594, 201700605, 201700608, 201700620, 201700631, 201700636, 201700637, 201700654, 201700658, 201700666, 201700673, 201700674, 201700675, 201700677, 201700679, 201700695, 201700712, 201700738, 201700757, 201700768, 201700775, 201700777, 201700780, 201700785, 201700810, 201700824, 201700843, 201700847, 201700861, 201700889, 201700891, 201700914, 201700935, 201700937, 201700947, 201700953, 201700961, 201700971, 201700974, 201700975, 201700979, 201700983, 201701003, 201701013, 201701016, 201701020

OPEN/PENDING CASES: 29

201500857, 201601015, 201700062, 201700248, 201700255, 201700258, 201700294, 201700295, 201700303, 201700316, 201700327, 201700419, 201700430, 201700439, 201700531, 201700568, 201700581, 201700594, 201700658, 201700738, 201700757, 201700785, 201700861, 201700889, 201700947, 201700961, 201700974

Green designates drug cases awaiting lab results.

Highlighted yellow designates cases with charging appointments scheduled.

CASES CLEARED YTD 2017: 88

- **Arrest / Charge: 60**

- **Felony: 31**

201600480, 201600506, 201600847, 201600890, 201600893, 201600991, 201600969, 201601013, 201700071, 201700081, 201700103, 201700117, 201700182, 201700297, 201700304, 201700305, 201700306, 201700311, 201700376, 201700522, 201700525, 201700573, 201700574, 201700674, 201700675, 201700712, 201700768, 201700775, 201700979, 201700983, 201701013

- **Misdemeanor: 29**

201400129, 201600736, 201600928, 201600993, 201600997, 201700016, 201601036, 201601037, 201601038, 201601039, 201601043, 201700016, 201700049, 201700054, 201700098, 201700122, 201700154, 201700260, 201700262, 201700263, 201700265, 201700268, 201700274, 201700277, 201700292, 201700322, 201700477, 201700480, 201700695

- **Other: 28**

- **LOP: 19 (Lack of Prosecution)**

201600155, 201600315, 201600487, 201600626, 201600829, 201600893, 201600912, 201600982, 201600989, 201601025, 201700141, 201700320, 201700438, 201700487, 201700497, 201600529, 201700605, 201700608, 201700891

- **Reclassified: 2**

201700199, 201700975

- **Exceptional Clearance: 7**

201600329, 201600984, 201601033, 201700468, 201700484, 201700636, 201700824

CASES CLOSED YTD 2017: 49

201600375, 201600804, 201601034, 201700001, 201700003, 201700042, 201700063, 201700075, 201700077, 201700118, 201700119, 201700149, 201700153, 201700161, 201700171, 201700223, 201700251, 201700266, 201700313, 201700391, 201700412, 201700421, 201700422, 201700452, 201700488, 201700491, 201700539, 201700545, 201700620, 201700631, 201700637, 201700654, 201700666, 201700673, 201700677, 201700679,

201700777, 201700780, 201700810, 201700843, 201700847, 201700914, 201700935, 201700937, 201700953,
201700971, 201701003, 201701016, 201701020

Red case numbers designate USD cases.

Respectfully Submitted,



Detective Grover J. Piper MZ087
01/02/2018 1310 hrs.

PUBLIC WORKS REPORT 2-13-18

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street, and Hidden Acres Rd. a couple of times this past month.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom. This is all done 365 days a year.
- Read water meters every month
- Picked up only a couple of loads of brush for the elderly and disabled.
- Had 168 locates this past month.

Special Projects

- G-Mac cleaned the east end of ditch east of Shon. Preparing to build the concrete flume at the north end of heather.
- Repaired another water leak on Irma at Atherton.
- Removed the baseball back-stop and most all fencing of the baseball field. We are removing the red clay now. All the concrete is gone and we will bring in topsoil and plant grass soon.
- Trimmed all the trees way back on 45th west of 119th. Were getting way out of hand.
- Bob Scott has helped us transplant most all the Taylor Junipers from the pond area to the north of the pond. Bob has been very helpful several times when we have asked.
- Have finished re painting and installing new flooring at the Community Building. Looks very nice
- We replaced the 22 basement lights with LED replacement parts for the police garage. These have a five year warranty and will use less than 1/10th of the power that the old bulbs used.
- I am still working on bids to replace the pavement on Academy street. Andale Paving is preparing to replace the pavement on 33rd St and Lola to Cora St in Belle Park. They will do this at no charge to the City.

Ron Smothers

Public Works Director

City Engineer's Report

2/19/2018

USD 266 Transportation Facility

The exterior and interior construction is continuing.

Copper Creek Apartments

Framers have delayed their start until mid-March.

Kyodo Yushi

Foundation work continues. Water and sewer lines are being installed.

Cypress Point

Grading is proceeding on the site. Trees and structures on the property are being removed.

PLANNING ADMINISTRATOR'S REPORT

DATE: February 19, 2018

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular February City Council Meeting

The following is a summary intended to keep the Council apprised of the status of ongoing planning projects.

1. Comprehensive Plan Update – Gould Evans is currently preparing another survey to further refine the plan and accurately reflect the vision of the community. Graham Smith from Gould Evans was to present a first draft document and gather more input from the Planning Commission at the February meeting. However, due to extensive illness and other conflicts this presentation has been moved to the March Planning Commission meeting.
2. Zone change at 6233 N Maize Road – the property owner has requested a zone change for approximately 8.6 acres from Single-Family Residential to Limited Commercial for sale of agricultural buildings and accessories with display of inventory. The Planning Commission deferred this case to their March meeting to have the applicant work with staff and neighbors to come up with a resolution that will least affect neighboring property.
3. Zone change request at the southeast corner of Maize Road and Lakelane – the property owner has requested a zone change for approximately 2 acres from SF-5 to LC Limited Commercial for the purpose of building an outbuilding to serve as a storage location for his tree business. The case will be heard by the Planning Commission on March 1st.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
February 19, 2018**

Year to date status (Through 01/31/18):

General Fund –			
	Budget	YTD	
Rev.	\$3,511,343	\$1,264,103	36.00%
Exp.	\$3,716,847	\$ 419,727	11.29%
Streets –			
Rev.	\$309,380	\$ 42,772	13.83%
Exp.	\$310,050	\$ 36,955	11.92%
Wastewater Fund-			
Rev.	\$798,000	\$ 78,289	9.81%
Exp.	\$798,000	\$ 58,027	7.27%
Water Fund-			
Rev.	\$822,000	\$ 77,151	9.39%
Exp.	\$822,000	\$ 73,893	8.99%

Health & Dental Benefits

Per Council's request, here are the 2018 numbers (through 01/31/2018) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	\$ 23,276.72	\$ 5,820.56	\$ 29,097.28
Dental:	1,785.62	446.22	2,231.84
Life:	<u>1,031.26</u>	<u>0</u>	<u>1,031.26</u>
	\$ 26,093.60	\$ 6,266.78	\$ 32,360.38

CAPITAL PROJECTS

**Temp Notes
Series A
2017**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/17	Expenditures 1/1/18 thru 1/31/18	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 95,278.15	\$ 18.00	\$ 95,296.15	\$ 27,703.85
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 298,253.52	\$ 18.00	\$ 298,271.52	\$ 123,728.48
Maize Industrial Park 2nd Paving	05	591-17	\$ 843,800.00	\$ 408,826.81	\$ 234,916.78	\$ 643,743.59	\$ 200,056.41
Maize Industrial Park 2nd Water	05	592-17	\$ 60,200.00	\$ 54,374.38	\$ 83.45	\$ 54,457.83	\$ 5,742.17
Maize Industrial Park 2nd Sewer	05	593-17	\$ 75,800.00	\$ 49,855.58	\$ 83.45	\$ 49,939.03	\$ 25,860.97
Cypress Point Water	05	595-17	\$ 138,000.00	\$ 3,784.52	\$ 285.48	\$ 4,070.00	\$ 133,930.00
Cypress Point Sewer	05	596-17	\$ 694,000.00	\$ 3,784.52	\$ 285.48	\$ 4,070.00	\$ 689,930.00
Cypress Point Paving	05	594-17	\$ 1,022,000.00	\$ 3,784.52	\$ 285.48	\$ 4,070.00	\$ 1,017,930.00
119th Street Water	05	597-17	\$ 1,065,213.00	\$ 43,110.70	\$ 70,548.19	\$ 113,658.89	\$ 951,554.11
Totals			\$ 4,444,013.00	\$ 961,052.70	\$ 306,524.31	\$ 1,267,577.01	\$ 383,091.88

**Projects w/o
Temp Notes**

Hampton Lakes 3rd Sewer	05	588-16	\$ 110,000.00	\$ 10,652.81	\$ 46,275.00	\$ 56,927.81	\$ 53,072.19
Totals			\$ 110,000.00	\$ 10,652.81	\$ 46,275.00	\$ 56,927.81	\$ 53,072.19

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/17	Expenditures 1/1/18 thru 1/31/18	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 2,988,111.03	\$ 1,028,067.86	\$ 4,016,178.89	\$ 2,083,821.11
Grand Total				\$3,959,816.54	\$1,380,867.17	\$5,340,683.71	\$2,519,985.18

CIP 2017 (As of 1/31/2018)

<u>Detail</u>	<u>Reason</u>	<u>January Revenue</u>	<u>January Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/18					\$ 130,548.82
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	0.97		-	0.97
Interest	From Bank Accounts	2,179.32		3,500.00	2,179.32
Reimbursements	Sidewalk Grant	-			-
Other Revenues		565.00			565.00
Transfers		39,166.67		470,000.00	39,166.67
Total Revenues		41,911.96		473,500.00	41,911.96
Total Resources					172,460.78
Street Improvements				-	350,000.00
Sidewalk/Bike Paths				-	100,000.00
Park Improvements				-	200,000.00
Other Capital Costs				-	-
Total Expenditures				-	650,000.00
Cash Balance - 1/31/18					\$ 172,460.78

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 01/31/2018

	MONTHLY BILL	CITY PORTION	REC PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	REC PORTION YEAR TO DATE	PERCENT OR FLAT RATE
Phone	\$769.95	\$669.86	\$100.09	\$769.95	\$669.86	\$100.09	Flat - based on number of lines
Internet	750.51	675.46	75.05	750.51	675.46	75.05	Flat - \$75.05/month
Gas	1,601.50	882.43	719.07	1,601.50	882.43	719.07	44.90%
Electric	2,234.38	1,231.14	1,003.24	2,234.38	1,231.14	1,003.24	44.90%
Janitor	1,779.82	980.68	799.14	1,779.82	980.68	799.14	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	86.25	47.52	38.73	86.25	47.52	38.73	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	0.00	0.00	0.00	44.90%
Pest Control	300.00	275.00	25.00	300.00	275.00	25.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$7,522.41	\$4,762.09	\$2,760.32	\$7,522.41	\$4,762.09	\$2,760.32	

Shared Costs for City Hall
 Updated 2/14/2018

Equipment Reserve 2018 (As of 01/31/2018)

<u>Detail</u>	<u>Reason</u>	<u>January Revenue</u>	<u>January Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/18					\$ 126,938.93
Interest	From Bank Accounts	190.23		300.00	190.23
Reimbursement	Insurance Payment	-			-
Transfers	From General Fund	12,500.00		150,000.00	12,500.00
Total Revenues		\$ 12,690.23		\$ 150,300.00	\$ 12,690.23
Total Resources					\$ 139,629.16
Trucks/Heavy Equipment			\$ 39,738.30	\$ 50,000.00	\$ 39,738.30
Computers **			34,821.00	50,000.00	34,821.00
Police Department Expenses			6,870.00	70,000.00	6,870.00
Total Expenditures			\$ 81,429.30	\$ 170,000.00	\$ 81,429.30
Cash Balance - 01/31/2018					\$ 58,199.86

**\$24,408.50 encumbered in 2017 budget

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 01/31/2018

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 7,143.40	\$ 1,785.85	\$ 5,357.55	\$ 7,143.40	\$ 1,785.85	\$ 5,357.55
FICA/Medicare Taxes	503.59	125.90	377.69	503.59	125.90	377.69
KPERS (Employer)	675.77	168.94	506.83	675.77	168.94	506.83
Health/Life/Other Employer Paid Benefits	1,411.65	352.91	1,058.74	1,411.65	352.91	1,058.74
Total Shared Costs	\$ 9,734.41	\$ 2,433.60	\$ 7,300.81	\$ 9,734.41	\$ 2,433.60	\$ 7,300.81



CITY OPERATIONS REPORT

DATE: February 14, 2018
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: February Report

1) Pending Council Items Include:

- Atwood Ranch & Home supply building project (4551 N. Maize Rd)
 - ✓ Staff working with developer
 - ✓ Preliminary building plans received (concept picture included)
 - ✓ Working through the planning/rezoning process at this time
 - ✓ Goal is to begin construction this spring

2) Other Items:

Some other items currently being followed up include:

- Citywide Utility expansion plan
 - ✓ Received proposal from Garver Engineering
 - ✓ Staff is reviewing
- Clean Up Day
 - ✓ Coupon options process being developed
- City Pond Repair
 - ✓ Construction to begin shortly
- Academy Street repairs
 - ✓ In bid process
- Repairs on 33rd Street & North Lola Street
 - ✓ Andale Construction to start in the next few weeks (weather permitting)

3) Economic Development

- Industrial Park
 - ✓ Shuttle Aerospace & Kyodo Yushi under construction
 - ✓ Discussion regarding 135th street improvement
 - Meeting with County next month
- Copper Creek Apartments permits
 - ✓ Construction continues
 - ✓ Framing delayed until March

- Staff attended 3 REAP Meetings (Executive Committee, TAC Committee and general Board meeting)
- Staff helped the City of Sedgwick with technology and Budget information

5) Technology

- The Tech Team has begun meeting to discuss the process of upgrading the Council Chambers in conjunction with the Police Interview rooms.

6) Employees:

- **Sue**
 - ✓ *Has returned to work (her schedule)*
 - ✓ *Recovery in process; will take some time*

7) City Meetings

- Wednesdays - Mayor's Workshop @ 11am
- February 19th - Council @ 7pm
- March 1st - Planning @ 7pm
- March 13th - Park & Tree/Recreation @ 5:30pm
- March 19th - Commission Joint Workshop @ 7pm
- March 19th - Council @ 7pm