

**MEETING NOTICE
MAIZE CITY COUNCIL
SPECIAL MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, AUGUST 5, 2019
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**MAIZE CITY COUNCIL AGENDA
MAYOR DONNA CLASEN PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Public Hearing for the City of Maize, Kansas 2020 Budget
- 5) Old Business
 - A. Adoption of the 2020 Budget
- 6) New Business
 - A. Revised Petitions and Resolutions of Advisability (*Carriage Crossing 7*)
 - B. Dutton Construction Contract (*Carriage Crossing 7 Water and Sewer*)
 - C. Andale Construction, Inc. Contract (*45th St. Sidewalk*)
- 7) Adjournment

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, AUGUST 5, 2019
AGENDA ITEM #5A**

ITEM: ADOPTION OF THE 2020 BUDGET

BACKGROUND:

On July 15, 2019 the Council accepted the proposed 2020 budget as presented.

In accordance with State law, the 2020 proposed budget and notice of a public hearing was published in The Clarion on July 18, 2019.

In order to comply with submittal dates to the State and County, the Council is required to adopt a final budget for 2020.

FINANCIAL CONSIDERATIONS:

The estimated mill levy for the 2020 budget is 43.04
The final 2019 mill levy was 42.925

LEGAL CONSIDERATIONS:

The 2020 proposed budget time-line and open meeting process is in compliance with state law and the required forms have been utilized.

RECOMMENDATION/ACTION:

Adopt the 2020 Budget for the City of Maize and submit to the Sedgwick County Clerk.

2020

CERTIFICATE

To the Clerk of Sedgwick County, State of Kansas

We, the undersigned, officers of

City of Maize

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2020; and
 (3) the Amount(s) of 2019 Ad Valorem Tax are within statutory limitations.

			2020 Adopted Budget		
Table of Contents:		Page No.	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2020		2			
Allocation of MVT, RVT, and 16/20M Vehicle		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Fund	K.S.A.				
General	12-101a	7	4,377,861	2,305,841	
Debt Service	10-113	8	2,658,355	75,973	
Capital Improvements	12-118	8	625,115		
Special Highway		9	381,850		
Law Enforcement Training		9	10,000		
Wastewater Reserve		10	95,000		
Equipment Reserve		10	252,000		
Wastewater		11	988,000		
Water		11	1,032,500		
Water Reserve		12	13,334		
Water Bond Debt Reserve		12			
Wastewater Bond Debt Reserve		13			
Totals		xxxxx	10,434,015	2,381,814	
					County Clerk's Use Only
Budget Summary		14			
Neighborhood Revitalization Rebate					Nov 1, 2019 Total Assessed Valuation

Tax Lid Limit (from Computation Tab) **2,450,321**
 Does the City Need to Hold and Election? **NO**

Assisted by: _____

Address: _____

Email: _____

Attest: _____ 2019

County Clerk _____ Governing Body _____

CPA Summary

City of Maize

2020

Computation to Determine Limit for 2020

	Amount of Levy
1. Total tax levy amount in 2019 budget	+ \$ <u>2,130,554</u>
2. Library levy in 2019 budget	- \$ _____
Other tax entity levy in 2019 budget	- \$ _____
3. Net tax levy	\$ <u>2,130,554</u>

2020 Budget Percentage Adjustments

4. New improvements, Remodeling and Renovations for 2019 :	+ <u>3,306,894</u>	
5. Increase in personal property for 2019 :		
5a. Personal property 2019	+ <u>366,733</u>	
5b. Personal property 2018	- <u>350,713</u>	
5c. Increase in personal property (5a minus 5b)	+ <u>16,020</u>	
		(Use Only if > 0)
6. Valuation of annexed territory for 2019 :		
6a. Real estate	+ <u>9,855</u>	
6b. State assessed	+ <u>0</u>	
6c. New improvements	+ <u>0</u>	
6d. Total adjustment (sum of 6a, 6b, and 6c)	+ <u>9,855</u>	
7. Valuation of property that has changed in use during 2019 :	+ <u>516,781</u>	
8. Expiration of property tax abatements	+ <u>201,308</u>	
9. Expiration of TIF, Rural Housing, and NR Districts (Incremental assessed value over base)	+ <u>0</u>	
10. Total valuation adjustment (sum of 4, 5c, 6d, 7, 8 & 9)	<u>4,050,858</u>	
11. Total estimated valuation July 1, 2019	<u>55,339,992</u>	
12. Percentage adjustment factor - Line 10 / (Line 11 - Line 10))	<u>0.0790</u>	
13. Percentage adjustment increase (12 times 3)	+ \$ <u>168,273</u>	
14. Consumer Price Index for all urban consumers for calendar year 2018 (5 year average)	<u>1.50%</u>	
15. Consumer Price Index adjustment (Line 3 times Line 14)	\$ <u>31,958</u>	
16. Total Percentage Adjustments	\$ <u>200,231</u>	

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Funds for 2019	Ad Valorem Levy Tax Year 2018	Allocation for Year 2020				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	2,129,749	243,953	3,040	593	6,881	1,149
Debt Service	805	92	1	0	3	0
Capital Improvements						
TOTAL	2,130,554	244,045	3,041	593	6,884	1,149

County Treas Motor Vehicle Estimate	<u>244,045</u>				
County Treas Recreational Vehicle Estimate		<u>3,041</u>			
County Treas 16/20M Vehicle Estimate			<u>593</u>		
County Treas Commercial Vehicle Tax Estimate				<u>6,884</u>	
County Treas Watercraft Tax Estimate					<u>1,149</u>

Motor Vehicle Factor	<u>0.11455</u>				
Recreational Vehicle Factor		<u>0.00143</u>			
16/20M Vehicle Factor			<u>0.00028</u>		
Commercial Vehicle Factor				<u>0.00323</u>	
Watercraft Factor					<u>0.00054</u>

City of Maize

2020

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2019	Date Due		Amount Due 2019		Amount Due 2020	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series B 2007	9/15/2007	9/1/2028	4.00	4,941,983	3,135,000	3/1 & 9/1	9/1	125,343	250,000	115,968	265,000
Series A 2014	11/26/2014	10/1/2034	3.66	2,795,000	2,615,000	4/1 & 10/1	10/1	95,982	60,000	94,782	70,000
Series A 2015	2/10/2015	10/1/2035	2.76	3,415,000	2,920,000	4/1 & 10/1	10/1	82,637	170,000	79,238	140,000
Series B 2015 Refunding	8/25/2015	10/1/2022	1.74	740,000	385,000	4/1 & 10/1	10/1	7,700	95,000	58,000	90,000
Seres A 2016A Refunding/Improvement	9/30/2016	10/1/2030	2.06	4,730,000	4,245,000	4/1 & 10/1	10/1	88,655	270,000	83,255	275,000
Series A 2018 Refunding/Improvement	9/25/2018	10/1/2038	3.40	5,545,000	5,545,000	4/1 & 10/1	10/1	148,070	345,000	132,120	415,000
Total G.O. Bonds					18,845,000			548,387	1,190,000	563,363	1,255,000
Revenue Bonds:											
Water Revenue Bond Series 2014A	10/29/2014	10/1/2038	3.75	285,000	285,000	4/1 & 10/1	10/1	32,075	40,000	31,275	40,000
Wastewater Revenue Bond Series 2014A	10/29/2014	10/1/2038	3.57	995,000	995,000	4/1 & 10/1	10/1	9,775	10,000	9,525	10,000
Water Refunding Bond Series 2016A	7/7/2016	8/1/2030	2.38	4,125,000	3,660,000	2/1 & 8/1	8/1	88,769	240,000	83,968	245,000
Total Revenue Bonds					4,940,000			130,619	290,000	124,768	295,000
Other:											
Temp Notes 2017A	11/13/2017	11/13/2019	1.85	4,260,000	2,800,000						
KDHE WWTP Loan	3/1/2018	3/1/2038	1.74	6,100,000	6,099,900	3/1 & 9/1	3/1 & 9/1	104,990	265,236	100,353	269,871
Temp Notes 2019A	5/1/2019	9/1/2022	1.87	2,080,000	2,080,000						
Total Other					10,979,900			104,990	265,236	100,353	269,871
Total Indebtedness					34,764,900			783,996	1,745,236	788,484	1,819,871

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1 2019	Payments Due 2019	Payments Due 2020
Radio Read Water Meters	5/30/2014	60	3.59	113,400	21,779	21,779	0
Street Sweeper	9/15/2014	60	3.30	164,371	31,015	31,015	0
Totals					52,794	52,794	0

***If you are merely leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

City of Maize

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Resources Available:	3,997,741	4,208,520	2,202,539
Expenditures:			
City Council	31,989	31,350	32,950
Administration	342,207	320,800	336,542
Police Department	750,018	861,225	890,844
Municipal Court	129,319	144,575	147,421
Community Facilities	68,867	71,750	82,500
Planning Commission	89,385	85,000	88,500
Audit	16,400	16,500	17,000
Employee Benefits	672,377	805,344	810,000
Utilities	23,320	30,000	30,000
Community Services	5,873	5,000	7,500
Building Inspections	73,496	25,000	35,000
Economic Development	16,389	15,000	20,000
Park & Tree Board	26,225	30,000	35,000
City Hall Lease Payment	115,085	121,638	132,323
Transient Guest Tax Rebate	105,842	110,000	110,000
Housing Grant	348,702	380,000	435,000
Commerical Grant	6,873	0	0
Public Works Building Lease Payment	117,677	115,281	118,283
911 Camp Expenses	8,545	8,000	8,000
Transfer to Street Fund	150,000	150,000	150,000
Transfer to CIP	470,000	375,000	376,000
Transfer to Equipment Reserve	150,000	169,800	150,000
Contingency	27,648	31,875	210,000
Cash Reserve	0	0	100,000
Tech Support	0	41,000	53,500
Cash Forward (2020 column)			
Miscellaneous	3,339	625	1,498
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,749,576	3,944,763	4,377,861
Unencumbered Cash Balance Dec 31	248,165	263,757	xxxxxxxxxxxxxxxxxxxx
2018/2019/2020 Budget Authority Amount:	3,780,555	4,052,763	4,377,861
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		4,377,861
	Tax Required		2,175,322
	Delinquent Comp Rate: 6.0%		130,519
	Amount of 2019 Ad Valorem Tax		2,305,841

CPA Summary

City of Maize

2020

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Debt Service			
Unencumbered Cash Balance Jan 1	172,855	126,500	76,612
Receipts:			
Ad Valorem Tax	0	805	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	1,668	3,000	2,500
Motor Vehicle Tax	10,429	695	92
Recreational Vehicle Tax			1
16/20M Vehicle Tax			0
Commercial Vehicle Tax			3
Watercraft Tax			0
Special Assessments	1,519,666	1,620,000	1,650,000
Transfer from Wastewater	202,519	299,528	366,499
Transfer from Water	343,343	408,543	412,475
Transfer from Capital Projects	97,000	0	0
Transfer from Wastewater Reserve	0	142,773	75,000
Interest on Idle Funds	6,874	4,000	3,500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,181,499	2,479,344	2,510,070
Resources Available:	2,354,354	2,605,844	2,586,682
Expenditures:			
Bond Principal	1,500,000	1,745,236	1,819,871
Bond Interest	727,854	783,996	788,484
Cash Basis Reserve (2020 column)			50,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Ex			
Total Expenditures	2,227,854	2,529,232	2,658,355
Unencumbered Cash Balance Dec 31	126,500	76,612	XXXXXXXXXXXXXXXXXXXX
2018/2019/2020 Budget Authority Amount	2,264,103	2,579,232	2,658,355
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,658,355
		Tax Required	71,673
Delinquent Comp Rate:	6.0%		4,300
	Amount of 2019 Ad Valorem Tax		75,973

Adopted Budget	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Capital Improvements			
Unencumbered Cash Balance Jan 1	130,549	279,203	234,203
Receipts:			
Ad Valorem Tax	0	0	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	4		
Motor Vehicle Tax	0		
Recreational Vehicle Tax	0		
16/20M Vehicle Tax	0		
Commercial Vehicle Tax	0		
Watercraft Tax	0		
Transfer from General Fund	470,000	375,000	376,000
Interest on Idle Funds	29,617	20,000	15,000
Neighborhood Revitalization Rebate			0
Miscellaneous	745		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	500,366	395,000	391,000
Resources Available:	630,915	674,203	625,203
Expenditures:			
Street Improvements	340,278	280,000	350,000
Sidewalks	0	100,000	0
Park Improvements	11,434	60,000	210,000
Dugan Park Sale Funds	0	0	65,115
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	351,712	440,000	625,115
Unencumbered Cash Balance Dec 31	279,203	234,203	XXXXXXXXXXXXXXXXXXXX
2018/2019/2020 Budget Authority Amount	544,000	600,115	625,115
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	625,115
		Tax Required	0
Delinquent Comp Rate:	6.0%		0
	Amount of 2019 Ad Valorem Tax		0

CPA Summary

City of Maize

2020

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Unencumbered Cash Balance Jan 1	173,431	184,657	200,187
Receipts:			
State of Kansas Gas Tax	122,430	124,120	124,280
County Transfers Gas	54,686	54,960	55,390
Transfer from General Fund	150,000	150,000	150,000
Interest on Idle Funds			
Miscellaneous	473	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	327,589	329,080	329,670
Resources Available:	501,020	513,737	529,857
Expenditures:			
Salaries & Wages	161,677	170,500	180,400
Operating Expenses	154,686	143,050	201,450
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	316,363	313,550	381,850
Unencumbered Cash Balance Dec 31	184,657	200,187	148,007
2018/2019/2020 Budget Authority Amount	316,366	313,550	381,850

Adopted Budget

Adopted Budget Law Enforcement Training	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Unencumbered Cash Balance Jan 1	9,516	13,056	16,056
Receipts:			
Training Receipts	6,540	6,000	5,500
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	6,540	6,000	5,500
Resources Available:	16,056	19,056	21,556
Expenditures:			
Training Expenses	3,000	3,000	10,000
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,000	3,000	10,000
Unencumbered Cash Balance Dec 31	13,056	16,056	11,556
2018/2019/2020 Budget Authority Amount	3,000	3,000	10,000

CPA Summary

City of Maize

2020

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Wastewater Reserve	Actual for 2018	Estimate for 2019	Year for 2020
Unencumbered Cash Balance Jan 1	228,934	247,872	213,099
Receipts:			
WWTP Expansion Fee	68,571	72,000	75,000
Transfer from Wastewater	36,000	36,000	36,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	104,571	108,000	111,000
Resources Available:	333,505	355,872	324,099
Expenditures:			
Equipment	66,007		20,000
KDHE Loan Interest	19,526		
KDHE Loan Principal	100		
Transfer to Debt Service		142,773	75,000
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	85,633	142,773	95,000
Unencumbered Cash Balance Dec 31	247,872	213,099	229,099
2018/2019/2020 Budget Authority Amount	0	142,773	95,000

See Tab A

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Equipment Reserve	Actual for 2018	Estimate for 2019	Year for 2020
Unencumbered Cash Balance Jan 1	102,530	112,930	115,730
Receipts:			
Transfer from General Fund	150,000	169,800	150,000
Interest on Idle Funds	2,586	2,500	2,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	152,586	172,300	152,000
Resources Available:	255,116	285,230	267,730
Expenditures:			
Public Works Equipment	50,000	40,500	60,000
Computers/Technology	45,476	50,000	102,000
Police Dept Equipment	46,710	28,000	90,000
Police Dept Tech Equipment		51,000	
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	142,186	169,500	252,000
Unencumbered Cash Balance Dec 31	112,930	115,730	15,730
2018/2019/2020 Budget Authority Amount	170,000	201,500	252,000

CPA Summary

City of Maize

2020

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Wastewater	Actual for 2018	Estimate for 2019	Year for 2020
Unencumbered Cash Balance Jan 1	804,993	998,551	1,024,917
Receipts:			
User Fees	855,409	825,000	868,000
Installation Fees	47,063	30,000	40,000
Plant Equity Fees	59,600	40,000	55,000
Interest on Idle Funds	31,672	20,000	18,000
Miscellaneous		3,366	7,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	993,744	918,366	988,000
Resources Available:	1,798,737	1,916,917	2,012,917
Expenditures:			
Salaries & Wages	269,552	263,000	296,701
Operating Expenses	272,590	293,472	288,800
Transfer to Debt Service	202,519	299,528	366,499
Transfer to Wastewater Reserve	36,000	36,000	36,000
KDHE Loan Interest	19,525		
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	800,186	892,000	988,000
Unencumbered Cash Balance Dec 31	998,551	1,024,917	1,024,917
2018/2019/2020 Budget Authority Amount	818,868	892,000	988,000

Adopted Budget

Adopted Budget	Prior Year	Current Year	Proposed Budget
Water	Actual for 2018	Estimate for 2019	Year for 2020
Unencumbered Cash Balance Jan 1	640,909	959,581	1,022,866
Receipts:			
User Fees	934,792	875,000	900,000
Tower Rent	56,216	28,000	30,000
Water Tap Fees	54,000	38,000	35,000
Water Connection Fees	7,467	5,000	5,000
Plant Equity Fees	62,800	48,000	45,000
Water Tax	8,941	8,500	9,000
Interest on Idle Funds	8,893	8,500	8,000
Miscellaneous	4,553	285	500
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,137,662	1,011,285	1,032,500
Resources Available:	1,778,571	1,970,866	2,055,366
Expenditures:			
Salaries & Wages	238,462	250,000	263,900
Operating Expenses	201,185	253,457	279,968
Transfer to Debt Service	343,343	408,543	412,475
Transfer to Water Reserve	36,000	36,000	76,157
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	818,990	948,000	1,032,500
Unencumbered Cash Balance Dec 31	959,581	1,022,866	1,022,866
2018/2019/2020 Budget Authority Amount	828,979	948,000	1,032,500

CPA Summary

City of Maize

2020

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Water Reserve			
Unencumbered Cash Balance Jan 1	176,991	198,723	234,723
Receipts:			
Transfer from Water	36,000	36,000	76,157
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	36,000	36,000	76,157
Resources Available:	212,991	234,723	310,880
Expenditures:			
Equipment	14,268		13,334
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	14,268	0	13,334
Unencumbered Cash Balance Dec 31	198,723	234,723	297,546
2018/2019/2020 Budget Authority Amount	0	0	13,334

See Tab A

Adopted Budget

Adopted Budget	Prior Year Actual for 2018	Current Year Estimate for 2019	Proposed Budget Year for 2020
Water Bond Debt Reserve			
Unencumbered Cash Balance Jan 1	268,000	268,000	268,000
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	268,000	268,000	268,000
Expenditures:			
Cash Forward (2020 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	268,000	268,000	268,000
2018/2019/2020 Budget Authority Amount	0	0	0

CPA Summary

NOTICE OF BUDGET HEARING

The governing body of
City of Maize
will meet on August 5, 2019 at 7:00 PM at Maize City Hall for the purpose of
hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.
Detailed budget information is available at Maize City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2018		Current Year Estimate for 2019		Proposed Budget for 2020		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate *
General	3,749,576	43.117	3,944,763	42.909	4,377,861	2,305,841	41.667
Debt Service	2,227,854		2,529,232	0.016	2,658,355	75,973	1.373
Capital Improvements	351,712		440,000		625,115		
Special Highway	316,363		313,550		381,850		
Law Enforcement Training	3,000		3,000		10,000		
Wastewater Reserve	85,633		142,773		95,000		
Equipment Reserve	142,186		169,500		252,000		
Wastewater	800,186		892,000		988,000		
Water	818,990		948,000		1,032,500		
Water Reserve	14,268				13,334		
Water Bond Debt Reserve							
Wastewater Bond Debt Rese							
Totals	8,509,768	43.117	9,382,818	42.925	10,434,015	2,381,814	43.040
Less: Transfers	1,484,862		1,617,644		1,642,131		
Net Expenditure	7,024,906		7,765,174		8,791,884		
Total Tax Levied	1,887,474		2,130,554		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	43,776,013		49,633,682		55,339,992		
Outstanding Indebtedness,							
January 1,	<u>2017</u>		<u>2018</u>		<u>2019</u>		
G.O. Bonds	20,255,000		20,050,000		18,845,000		
Revenue Bonds	5,985,000		5,730,000		4,940,000		
Other	0		0		10,979,900		
Lease Purchase Principal	223,067		170,081		52,794		
Total	26,463,067		25,950,081		34,817,694		

*Tax rates are expressed in mills

Jocelyn Reid

City Official Title: City Clerk

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, AUGUST 5, 2019**

AGENDA ITEM #6A

ITEM: Carriage Crossing Phase 7 Revised Water and Sewer Petitions and Resolutions of Advisability

BACKGROUND:

The Council accepted the petitions and resolutions for Carriage Crossing Phase 7 Water and Sewer at the May 20, 2019 regular meeting. The estimated costs were as follows:

Sanitary Sewer	\$119,000
Water Distribution	<u>\$ 57,000</u>
	\$176,000

Due to unanticipated weather events, the water table in the development rose to such an extent that bids to install water and sewer were significantly higher than the engineer's original estimate.

The revised petition amounts are as follows:

Sanitary Sewer	\$201,000
Water Distribution	<u>\$ 67,000</u>
	\$268,000

FINANCIAL CONSIDERATIONS:

The total revised costs for these improvements is \$268,000. The 2019 Project Funding will be updated to reflect the changes.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the revised petitions for the Carriage Crossing Addition Phase 7 water and sanitary sewer improvements in the total amount of \$268,000.

- 2) Adopt the revised Resolutions of Advisability for the Carriage Crossing Addition Phase 7 water and sanitary sewer improvements.

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

Carriage Crossing Addition

Lots 65-70, Block 5
Lots 11-12, Block 8
Lots 7-18, Block 9

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Sixty Seven Thousand Dollars (\$67,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after July 1, 2019.
- (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 this improvement is 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 improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement 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 improvement 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 improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following lots and tracts in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/20 of the total cost of the improvement district:

Carriage Crossing Addition

Lots 65-70, Block 5
Lots 11-12, Block 8
Lots 7-18, Block 9

- (e) The undersigned hereby: (i) acknowledge that the real property comprising the Benefit District is subject to benefit fees to be imposed as a result of waterline improvements (the "Improvements") previously constructed pursuant to K.S.A. 12-6a04; and (ii) request that the Benefit District now be served by the Improvements and assessed a benefit fee pursuant to K.S.A. 12-6a01 et seq., specifically including K.S.A. 12-6a19, and Ordinance No. 938 of the City of Maize (collectively, the "Act"). The benefit fee herein requested to be assessed to each property in the Benefit District is 2.6 cents per square foot, and in the following manner: Seven Thousand Three Hundred and Forty Dollars (\$7,340) assessed equally among all 20 lots at a cost of Four Hundred Dollars (\$367) per lot.

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.

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.

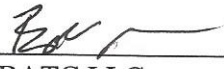
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record 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
-------------------	-----------	------

Carriage Crossing Addition

Lots 65-70, Block 5
Lots 11-12, Block 8
Lots 7-18, Block 9



BATC LLC

7-26-19

PETITION FOR SANITARY SEWER SERVICE

To the Mayor and City Council, Maize, Kansas (the "City")

Dear Council Members:

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

Carriage Crossing Addition

Lots 65-71, Block 5
Lots 7-18, Block 9

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Two Hundred One Thousand Dollars (\$201,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2019.
- (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 improvement.
- (d) If this improvement is 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 improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement 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 improvement 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 improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/19 of the total cost payable by the improvement district:

Carriage Crossing Addition

Lots 65-71, Block 5
 Lots 7-18, Block 9

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.

2. It is requested that the improvement 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 occurs 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 if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

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

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

Carriage Crossing Addition

Lots 65-71, Block 5
 Lots 7-18, Block 9


 BATC, LLC

7-26-19

**Carriage Crossing Addition
Phase 7 Improvements
7/16/2019
Petition Cost Summary**

Phase 6 SS spread	\$9.50
Phase 7 SS	\$61.35
Water Distribution System	\$19.43
Paving (Sweetwater)	\$91.05
Ph 6 Storm Water Drain	\$27.00
Water Main Benefit Fee	\$2.13
Sewer Main Benefit Fee	\$4.81
Total of All	\$215.27

20 Years

SANITARY PETITION ESTIMATE

**Carriage Crossing - Phase 7
Maize, Kansas
3/15/2019**

Item	Quantity		Unit Price	Total
SS PVC Pipe 08"	1333	lf	\$82.00	\$109,306.00
Standard Type P MH	7	ea	\$5,000.00	\$35,000.00
Pipe Plug	1	ea	\$200.00	\$200.00
Connect to Existing MH	1	ea	\$500.00	\$500.00
Cleanout Riser Assembly	3	ea	\$2,250.00	\$6,750.00
4" Riser Assembly	11	ea	\$1,000.00	\$11,000.00
Sand Backfill	138	lf	\$33.00	\$4,554.00
Erosion Control BMP, Construction Entrance	1	ea	\$200.00	\$200.00
Pipe Testing	1	ls	\$500.00	\$500.00
Site Clearing & Restoration	1	ls	\$200.00	\$200.00
			Sub-total	\$168,210.00
Engineering, etc. (30%)				\$32,500.00
			Total	\$200,710.00

PETITION AMOUNT **\$201,000.00**
 letter of credit \$70,350.00

<u>Benefit District</u>	<u>No. Lots</u>	<u>Cost per Lot</u>
Lots 65-71, Block 5	7	
Lots 7-18, Block 9	12	
Total Lots	<u>19</u>	\$10,578.95

Monthly Cost per share (20 yrs, 3.5%) \$61.35

WATER PETITION ESTIMATE

**Carriage Crossing - Phase 7
Maize, Kansas
3/15/2019**

Item	Quantity		Unit Price	Total
WL PVC Pipe 08"	1012	lf	\$19.00	\$19,228.00
8" Cap	1	ea	\$250.00	\$250.00
Gate Valve Assembly 8"	3	ea	\$1,200.00	\$3,600.00
Anchored Gate Valve Assembly 8"	2	ea	\$1,350.00	\$2,700.00
Short Services	12	ea	\$725.00	\$8,700.00
Long Services	8	ea	\$875.00	\$7,000.00
Fire Hydrant Assembly	2	ea	\$4,250.00	\$8,500.00
Connect to Exist.	1	ea	\$400.00	\$400.00
Erosion Control BMP, Construction Entrance	1	ea	\$200.00	\$200.00
Contractor Inspection & Testing	1	ls	\$500.00	\$500.00
Site Clearing & Restoration	1	ls	\$200.00	\$200.00
			Sub-total	\$51,278.00
Engineering, etc. (30%)				\$15,383.40
			Total	\$66,661.40

PETITION AMOUNT

letter of credit

\$67,000.00

\$23,450.00

Benefit District

Lots 65-70, Block 5

Lots 11-12, Block 8

Lots 7-18, Block 9

No. Lots

6

2

12

20

Cost per Lot

\$3,350.00

Monthly Cost (20 yrs, 3.5%)

\$19.43

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

(Published in *The Clarion* on August 8, 2019)

RESOLUTION NO. [__]-19

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 (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/CARRIAGE CROSSING ADDITION PHASE 7).

WHEREAS, the City of Maize, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by Resolution No. 631-19 of the City (the "Prior Resolution") authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk 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.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; 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 the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

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

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the Improvement District (as described herein), according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$67,000, 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:

Carriage Crossing Addition

Lots 65 through 70, Block 5,
Lots 11 through 12, Block 8,
Lots 7 through 18, Block 9;

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is on a fractional basis as described below.

The lots and tracts in the Improvement District shall each pay 1/20 of the total cost of the improvement district.

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.

(f) Pursuant to Kan Const. Art. 5, § 12., K.S.A. 12-6a19 and Ordinance No. 938 of the City of Maize, the Improvement District shall be additionally assessed a benefit fee of \$7,340, to be assessed in the same manner as set forth in *Section 2(d)* hereof.

Section 3. 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 2* of this Resolution.

Section 4. 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 adoption of the Prior Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. 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 August 5, 2019.

(SEAL)

By: _____
Name: Donna Clasen
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 August 5, 2019, as the same appears of record in my office.

DATED: August 5, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on August 8, 2019)

RESOLUTION NO. [__]-19

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 (SANITARY SEWER IMPROVEMENTS/CARRIAGE CROSSING ADDITION PHASE 7).

WHEREAS, the City of Maize, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by Resolution No. 630-19 of the City (the "Prior Resolution") authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk 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.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; 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 the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

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

There be constructed a lateral sanitary sewer to serve the Improvement District (as described herein), according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$201,000, 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:

Carriage Crossing Addition

Lots 65 - 71, Block 5
Lots 7 - 18, Block 9

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is on a fractional basis as described below.

That the lots in Improvement District shall each pay 1/19 of the total cost payable by the improvement district.

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.

(f) Pursuant to Kan Const. Art. 5, § 12., K.S.A. 12-6a19 and Ordinance No. 938 of the City of Maize, the following lots, parcels, the Improvement District shall be additionally assessed a benefit fee of (\$15,746), to be assessed equally among all property equally per lot (19 lots).

Section 3. 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 2** of this Resolution.

Section 4. 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 adoption of the Prior Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. 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 August 5, 2019.

(SEAL)

By: _____
Name: Donna Clasen
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 August 5, 2019, as the same appears of record in my office.

DATED: August 5, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, AUGUST 5, 2019**

AGENDA ITEM #6B

ITEM: **Carriage Crossing 7 Water and Sewer Bids and Contract**

BACKGROUND:

On July 16, 2019, bids were received for Carriage Crossing water and sanitary sewer improvements.

Dutton Construction and Plumbing, LLC submitted the low total bid of \$219,488.

- \$51,278.00 for water distribution
- \$168,210.00 for sanitary sewer

The revised engineer's estimates are \$66,661 for water and \$200,710 for sanitary sewer (\$267,371 total).

The City Engineer has confirmed the bids.

A bid tabulation sheet is attached.

FINANCIAL CONSIDERATIONS:

Carriage Crossing 7 is included in the 2019 project funding plan.

LEGAL CONSIDERATIONS:

The City Attorney is reviewing the contract as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Dutton Construction and Plumbing, LLC in a total amount not to exceed \$219,488 and authorize the Mayor to sign subject to approval by the City Attorney.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 5 day of August, 2019, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and DUTTON CONSTRUCTION AND PLUMBING, LLC, whose principal office is at 8525 W 30TH ST S, WICHITA, KS 67212 (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 Distribution System and Sanitary Sewer Extension to serve Carriage Crossing, Phase 7

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 30 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. Notice to proceed shall be given after Phase 6 grading is completed in the work area. Estimated date of completion of Phase 6 grading is August 15th, 2019.

(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 bid form:

(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 (\$219,488.00), 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 Two-Hundred Nineteen Thousand Four-Hundred Eighty-Eight Dollars (\$219,488.00), 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:

Justin Dutton

Dutton Construction and Plumbing, LLC

3525 W 30th St S

Wichita, KS 67212

(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: _____

Donna Clasen, Mayor

ATTEST:

BY _____

Jocelyn Reid, City Clerk

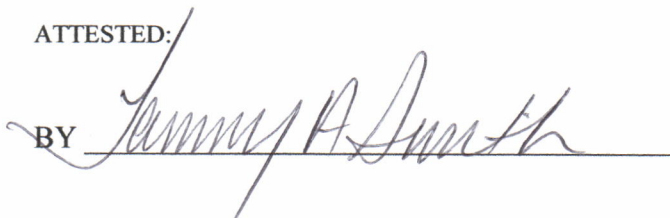
DUTTON CONSTRUCTION AND PLUMBING, LLC

By 

Name: Justin Dutton

Title: President

ATTESTED:

BY 

SP-13

Combined Utilities
 Carriage Crossing Addition, Phase 7
 Maize, Kansas - Bid Tabulations
 7/16/2019

GROUP A: Water Distribution System

Item	Quantity	Unit	Engineer's Estimate		Nowak Construction Company		Mies Construction		Dutton Construction	
			Price	Extension	Price	Extension	Price	Extension	Price	Extension
WL Pipe 8"	1012	lf	\$ 18.00	\$ 18,216.00	\$ 25.10	\$ 25,401.20	\$ 27.00	\$ 27,324.00	\$ 19.00	\$ 19,228.00
8" Cap	1	ea	\$ 100.00	\$ 100.00	\$ 201.50	\$ 201.50	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
MJ Anchored Valve Assembly 8"	2	ea	\$ 1,000.00	\$ 2,000.00	\$ 1,563.00	\$ 3,126.00	\$ 1,730.00	\$ 3,460.00	\$ 1,350.00	\$ 2,700.00
MJ Gate Valve Assembly 8"	3	ea	\$ 800.00	\$ 2,400.00	\$ 1,344.00	\$ 4,032.00	\$ 1,710.00	\$ 5,130.00	\$ 1,200.00	\$ 3,600.00
Fire Hydrant Assembly	2	ea	\$ 3,000.00	\$ 6,000.00	\$ 3,529.00	\$ 7,058.00	\$ 5,680.00	\$ 11,360.00	\$ 4,250.00	\$ 8,500.00
Water Service 1", Long	8	ea	\$ 800.00	\$ 6,400.00	\$ 1,260.00	\$ 10,080.00	\$ 949.00	\$ 7,592.00	\$ 875.00	\$ 7,000.00
Water Service 1", Short	12	ea	\$ 550.00	\$ 6,600.00	\$ 983.00	\$ 11,796.00	\$ 782.00	\$ 9,384.00	\$ 725.00	\$ 8,700.00
Connect to Existing Pipe 8"	1	ea	\$ 350.00	\$ 350.00	\$ 907.50	\$ 907.50	\$ 340.00	\$ 340.00	\$ 400.00	\$ 400.00
Site Clearing	1	ls	\$ 500.00	\$ 500.00	\$ 1,109.00	\$ 1,109.00	\$ 25.00	\$ 25.00	\$ 100.00	\$ 100.00
Site Restoration	1	ls	\$ 500.00	\$ 500.00	\$ 201.50	\$ 201.50	\$ 25.00	\$ 25.00	\$ 100.00	\$ 100.00
Erosion Control BMP	1	ls	\$ 100.00	\$ 100.00	\$ 504.00	\$ 504.00	\$ 25.00	\$ 25.00	\$ 200.00	\$ 200.00
Contractor Provided Testing	1	ls	\$ 1,000.00	\$ 1,000.00	\$ 403.50	\$ 403.50	\$ 430.00	\$ 430.00	\$ 500.00	\$ 500.00
Group A Total				\$ 44,166.00		\$ 64,820.20		\$ 65,595.00		\$ 51,278.00

GROUP B: Sanitary Sewer Extension

Item	Quantity	Unit	Engineer's Estimate		Nowak Construction Company		Mies Construction		Dutton Construction	
			Price	Extension	Price	Extension	Price	Extension	Price	Extension
SS Pipe 8"	1333	lf	\$ 41.00	\$ 54,653.00	\$ 113.00	\$ 150,629.00	\$ 141.00	\$ 187,953.00	\$ 82.00	\$ 109,306.00
4' Manhole	7	ea	\$ 3,000.00	\$ 21,000.00	\$ 4,911.00	\$ 34,377.00	\$ 4,375.00	\$ 30,625.00	\$ 5,000.00	\$ 35,000.00
Pipe Plug 8"	1	ea	\$ 250.00	\$ 250.00	\$ 201.50	\$ 201.50	\$ 57.00	\$ 57.00	\$ 200.00	\$ 200.00
Service Riser Assembly 4", Cleanout	3	ea	\$ 1,000.00	\$ 3,000.00	\$ 1,916.00	\$ 5,748.00	\$ 2,300.00	\$ 6,900.00	\$ 2,250.00	\$ 6,750.00
Service Riser Assembly 4", Short	11	ea	\$ 600.00	\$ 6,600.00	\$ 1,448.00	\$ 15,928.00	\$ 1,500.00	\$ 16,500.00	\$ 1,000.00	\$ 11,000.00
Sand Backfill, Jet, and Vibrate	138	lf	\$ 25.00	\$ 3,450.00	\$ 41.60	\$ 5,740.80	\$ 54.00	\$ 7,452.00	\$ 33.00	\$ 4,554.00
Connect to Existing Pipe 8"	1	ea	\$ 500.00	\$ 500.00	\$ 4,335.00	\$ 4,335.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
Site Clearing	1	ls	\$ 500.00	\$ 500.00	\$ 1,109.00	\$ 1,109.00	\$ 25.00	\$ 25.00	\$ 100.00	\$ 100.00
Site Restoration	1	ls	\$ 500.00	\$ 500.00	\$ 201.50	\$ 201.50	\$ 25.00	\$ 25.00	\$ 100.00	\$ 100.00
Erosion Control BMP	1	ls	\$ 1,000.00	\$ 1,000.00	\$ 1,008.00	\$ 1,008.00	\$ 25.00	\$ 25.00	\$ 200.00	\$ 200.00
Contractor Provided Testing	1	ls	\$ 1,330.00	\$ 1,330.00	\$ 2,016.00	\$ 2,016.00	\$ 3,002.00	\$ 3,002.00	\$ 500.00	\$ 500.00
Group B Total				\$ 92,783.00		\$ 221,293.80		\$ 252,814.00		\$ 168,210.00

Bid Total \$ 136,949.00 \$ 286,114.00 \$ 318,409.00 \$ 219,488.00

Add Alternate

Service Riser Assembly 4", Existing 1 ea \$ 2,000.00 \$ 2,000.00 \$ 14,820.00 \$ 14,820.00 \$ 4,500.00 \$ 4,500.00 \$ 2,200.00 \$ 2,200.00

Bid Total with Add Alternate \$ 138,949.00 \$ 300,934.00 \$ 322,909.00 \$ 221,688.00

No bids fall within the Engineer's Estimate

Does not match submitted form

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, AUGUST 5, 2019**

AGENDA ITEM #6C

ITEM: Andale Construction, Inc. Contract: 45th Street Multi-use Sidewalk

BACKGROUND:

As part of the 2019 Budget, \$100,000 was provided in the CIP for the completion of a multi-use sidewalk on 45th Street west of Maize Road.

This project has been a city safety priority for a number of years.

Bids were requested at the beginning of 2019, with the lowest bid from Andale Construction, Inc. in the amount of \$136,740.

In anticipation of \$150,000 being planned for the multi-use path in the 2020 Budget, staff reached out to Andale Construction, Inc. for a new bid.

They replied that they would honor the original bid if we committed to beginning the project in 2019.

In consideration of the timing of the amphitheater project, more than enough funds exists within the total 2019 CIP budget to cover moving the project forward to take advantage of this offer.

For a point of reference, the sidewalk on the east side of Maize road along 45th St. was constructed by Andale Construction, Inc. for the contract amount of \$123,458.20 in 2016. The next closest bid in that 2016 project was more than \$20,000 above Andale Construction, Inc's bid.

FINANCIAL CONSIDERATIONS:

2020 CIP funds were adjusted to reflect moving this project ahead of schedule.

Sufficient funds exist within the 2019 CIP to cover this adjustment.

LEGAL CONSIDERATIONS:

City Attorney is reviewing the contract as to form.

RECOMMENDATION/ACTION:

Move to approve the Andale Construction, Inc. contract for the construction of a multi-use sidewalk on 45th street in the amount not to exceed \$136,740 pending City Attorney approval.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 5th day of August , 2019, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Andale Construction, Inc., whose principal office is at 7700 N. Hayes Dr., Valley Center, KS 67147 (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:

Construction of an eight foot wide sidewalk on the north side of 45th Street from Maize Road to the existing sidewalk on the USD 266 property that lies to the west of Carriage Road. See attached proposal.

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 ninety (90) work days after the Notice to Proceed is issued.

(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:

(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 substantial 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 one (1) year period in the amount of One hundred thirty-six thousand seven hundred forty dollars (\$136,740.00), 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 One hundred thirty-six thousand seven hundred forty dollars (\$136,740.00), 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.

(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) Proposal Form;
- (c) Performance Bond;
- (d) Statutory Bond;
- (e) The City of Wichita Standard Specifications for Construction of City Projects, 1998 Edition (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."

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 Contract 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:

Pete Molitor, President
Andale Construction Inc.
7700 N. Hayes Dr.
Valley Center, KS 67147

(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: _____
Donna Clasen, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

ANDALE CONSTRUCTION, INC.

By _____

Name: Chet Beers

Title: Estimator

ATTESTED:

BY _____



ANDALE CONSTRUCTION INC.

www.andaleconstruction.com

7700 N. Hayes Dr. • Valley Center, KS 67147 • 316-832-0063 (Office)

PROJECT: Maize Sidewalk - 45th Street from Maize Rd west to School

DATE: 7/16/2019

SCOPE OF WORK

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit price</u>	<u>Total</u>
1 4" Sidewalk - 8' Wide	1	LS	\$136,740.00	\$136,740.00

Work included by Andale Construction Inc:

- 1 Deliver and install 20,865 sf of 4" sidewalk
- 2 Deliver and install 14 ADA ramps
- 3 Deliver and install 2 flumes at Carriage Rd
- 4 Deliver and install suspended sidewalk over channel between Carriage Rd and School
- 5 Trim and remove trees that are in conflict
- 6 Traffic control
- 7 Performance and payment bond

Work excluded by Andale Construction Inc:

- 1 Base bid excludes all hazardous or contaminated material inspection, sampling, testing, handling or disposal
- 2 Concrete Blanketing
- 3 Geotechnical Testing
- 4 Joint Sealing
- 5 Permits
- 6 Surveying
- 7 Tax of any kind
- 8 Utility work (water, sanitary sewer, electrical)
- 9 Erosion Control
- 10 Seeding and sodding
- 11 Fence removal or replacement
- 12 Design of ADA compliance

Work will be scheduled with contractor

Payment

Payments are 30 days net. Invoices will be submitted on the first day of the month for work completed the preceding month. Payment is due in full 30 days after completion from date of invoice. **No tax will be charged with tax exemption from the state.** Quote firm for 30 days from date of quote. One year guarantee on workmanship and product liability. Bid/quote includes all above items.

Thank you for the opportunity to bid your project!

Authorized signature _____

Date _____

Customer signature _____

Date _____