

City of



City of Clearwater Council Meeting Notice

Tuesday, November 8, 2016 at 6:30pm

129 E Ross Clearwater, KS 67026

www.clearwaterks.org

Please call the Clerk's office at 620-584-2311 or the Kansas Relay Service 800-8766-3777 at least 48 hours in advance if you require special accommodations to participate in this meeting. We make every effort to meet reasonable requests.

AGENDA

[Please note that the meeting agenda is subject to change during the meeting.]

1. Call meeting to order and welcome

Burt Ussery, Mayor

2. Invocation and flag salute

3. Roll Call

Courtney Meyer, City Clerk

Burt Ussery, Mayor

Laura Papish, Councilmember President

Tex Titterington II, Councilmember

Paul Clark, Councilmember

Ron Marsh, Councilmember

Chris Griffin, Councilmember

4. Action: Approve November 8, 2016 meeting agenda

5. Public Forum

Pursuant to Ordinance No. 917 and Section 2.08.010 adopted by the governing body and approved by the Mayor on November 24, 2009, members of the public are allowed to address the Mayor and City Council for a period of time limited to not more than five minutes.

6. Action: Approve Consent Agenda

a. [Minutes 10/25/16 Council Meeting](#)

7. Action: Accept a Petition for improvements for Indian Lakes Phase II

8. Action: Approve a Developers Agreement for Indian Lakes Phase II

9. Action: Adopt a Resolution Authorizing the Improvements for Indian Lakes Phase II

10. Action: Authorize an Engineering Services Agreement for Indian Lakes Phase II

11. Report: 2016 ADA Improvements

12. Report: Update on City Projects

13. Action: Claims and Warrants

Courtney Meyer, City Clerk

14. City Administrator Report

Justin Givens, City Administrator

15. Council Reports

16. Executive Session:

17. Adjournment

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 6:00 and 6:30 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

Honorable Mayor and City Council

**From: Justin S. Givens,
City Administrator**

Re: Agenda Summary 11 08 2016

Item 6: a. Approval of Minutes as submitted 10/25/16

-----end of Consent Items

Item 7: This is the first step in moving forward with the second phase of Indian Lakes. Ed Miksell (the developer) is wanting to extend Silverado Ct. south opening up Copperhead Road. This new extension would allow for 8 lots to be developed. The petition will be for sewer, water and roads. The estimated cost for the improvements would be:

- Sewer:** \$25,000
- Water:** \$30,000
- Streets:** \$125,000
- Administrative:** \$20,000
- Total Project:** \$200,000

The project costs are expected to be lower than the Engineers Estimates and there is some estimated savings for the developer in the structure of the payment for the project. The petition will be prepared by Kevin Cowan of Gilmore and Bell (the city's bond attorney) and will be presented at the meeting on Tuesday.

Item 8: The development agreement spells out the path for financing the upfront costs for the development. Based on the relatively small cost of the project, the developer has asked for the ability to pay the city upfront for the cost of the improvements. The developer would essentially act as the bank for the project by paying the city for the improvements up front as opposed to issuing short term financing saving costs associated with the issuance of short term bonds as well as avoiding the interest that would be accumulated during that time. Also, by choosing this plan of finance the project would be run as similar developments thru the city and avoid sales tax and the developer would have the option of paying the final project costs off via special assessments or in a lump sum. The development agreement will be presented at the council meeting on Tuesday.

Item 9: The city is required to approve a resolution authorizing the project so that long term financing if requested can be utilized. The resolution is being prepared by Kevin Cowan and will be presented at the meeting on Tuesday.

- Item 10:** CED has performed all of the preliminary design work for the project and would contracted with thru the city to design and inspect the project. The Engineering Agreement is included in the agenda report.
- Item 11:** Review of ADA Improvements – staff will review the previous ADA improvement projects and provide a list of future projects and timeline for completion.
- Item 12:** Project Updates – staff will review the progress of on going projects in the city that include the baseball field, fishing dock and walking trail.
- Item 13:** Staff will provide the claims and warrants for approval.
- Item 14:** A full City Administrators report will be provided at the meeting.

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
October 25, 2016
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order

Mayor Burt Ussery called the meeting to order at 6:30 p.m.

2. Invocation and Flag Salute

Councilmember Griffin gave the invocation which was followed by the pledge of allegiance and flag salute.

3. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Councilmembers Ron Marsh, Laura Papish, Chris Griffin and Paul Clark were present.

The following staff members were present:

Justin Givens, City Administrator; Courtney Meyer, City Clerk; Bill Hisle, Police Chief; Don Schauf, EMS Director; Austin Parker, City Attorney.

Others present: Tex Titterington, Stormie Myers, Ruth Glenn, Scot Palmer, Shirley Palmer-Witt.

4. Approval of the Agenda

Mayor Ussery called for a motion to approve the October 25th as presented.

Motion: *Marsh* moved, *Clark* seconded to accept the October 25, 2016 agenda as presented. Voted and passed unanimously.

5. Public Forum

Don Schauf addressed the council and asked if there was any update on the drainage for his lot at Chisholm Ridge. Givens stated the developer has submitted information to the City Engineer for review.

Stormie Myers introduced herself to the council since she will be appointed to the Park Advisory Board.

6. Consent Agenda

Mayor Ussery called for a motion to approve the consent agenda. On the consent agenda, there is the minutes from October 11, 2016, appoint Lisa Vulgamore to the Historical Society, appoint Vicki Wise to the Library Board, and appoint Stormie Myers to the Park Advisory Board/ Recreation Commission.

Motion: *Marsh* moved, *Clark* seconded to approve the consent agenda as presented. Voted and passed unanimously.

7. Nomination to Fill Council vacancy – William (Tex) Titterington II

Meyer swore William Titterington into the office and Titterington took his place as councilmember.

8. **Waste Connections Contract Extension**

At the last meeting staff was directed to provide financial information and projections for life of the contract to determine if any cost savings existed over the length of the contract extension. Staff has prepared those projections and factored in the current stated increase of 40 cents per year starting in 2017. If the contract extension were signed that increase would not take effect until 2018 as well as other savings based on anticipated usage for city wide clean ups. It is anticipated that over the life of the contract extension the city would save approximately \$10,000 per year and \$80,000 in total.

Waste Connections has offered to continue to provide the city with two clean up dates. One being a curbside clean up, that would allow those that may not have the ability to transport trash to a centralized location. Generally, in most cities that Waste Connections serves they only provide one citywide clean up per year and that is done as a curbside pick-up.

Waste Connections has proposed to provide one curbside pick-up in the fall and provide a discounted rate on dumpsters and fees for a second clean-up in the spring, if the city agrees to a contract extension. The quoted cost for the centralized clean-up from Waste Connections is \$65.00 delivery fee plus a \$175.00 haul rate per dumpster plus \$59.00 per ton for disposal rate. If the extension is approved Waste Connections would provide five (5) dumpsters at no charge. Any additional will be the same as listed.

Hershel West with Waste Connections addressed the council and stated Waste Connections would produce a flyer to be sent out to the residents informing them of what is acceptable and not acceptable to put in the pickups. He also stated that Waste Connections would extend the current pricing for two more years instead of one.

Council discussed the advantages and disadvantages of the contract extension. Disadvantages would be locking the City into an extended contract. Also, with curbside pickup what would happen if people put items at the curb that Waste Connections wouldn't be able to haul. Would our streets be littered? The advantages would be more people would be able to participate since not everyone has access to a vehicle that can haul to a centralized location. Also, the savings over an eight-year contract would be approximately \$150,000.

Motion: *Papish* moved, *Griffin* seconded adopt to approve the Waste Connection extension subject to legal review. Voted and passed 4-1 (Marsh).

9. **Consider a Request to use the baseball field at the Chisholm Trail Sports Complex for a Kansas Collegiate Baseball League team**

Givens said Scot Palmer, a former resident and baseball player has requested to use the baseball field for a summer Kansas Collegiate Baseball League Team. The KCBL is a league in Central Kansas affiliated with the National Baseball Congress and whose teams consist of collegiate players from around the US. The Clearwater Crawdads would play home games approximately 20 to 25 at the Chisholm Trail Sports Complex if allowed. As these teams are comprised of collegiate players the recruiting of which begins in November and December. As such Mr. Palmer needs an assurance the team could play in Clearwater this year.

The KCBL or formerly, the Walter Johnson League has been a long-standing summer baseball league in Kansas for many years. The league affords players the opportunity to play competitive baseball during the summer while school is out. For the most part, players are housed by host families that provide room for the players while they are out of school.

Mr. Palmer has provided an outline for the operations of the team in Clearwater. This team would necessitate the use of the baseball field at the Chisholm Trail Sports Complex. There would be some

logistical issues that would need to be worked out for the team to play games in Clearwater. Those include:

- Field Access and Scheduling of Games and Practices;
- Field Maintenance;
- Field Charges;
- Concession Sales – including alcohol if desired;
- Admissions and Sponsorships

Staff does not foresee a financial burden from this item. Field and Lighting Costs would be minimal as to what is currently being performed at the park. A cost sharing agreement could be created to assist with field maintenance and the city could recoup some costs associated thru rental fees or concession sharing.

Scot Palmer stated that he would recruit college baseball players and some senior class baseball players that are going to play baseball for college to play in the league. They players will all be required to do a minimum of 2 hours of community service in Clearwater. Scheduling will be flexible to accommodate other local teams that use the sports complex. He would like to charge a gate fee for the games where no youth are playing and run concessions as well.

Council discussed and agreed this would be a good idea. They gave the consensus to move forward with the agreement and to work on scheduling, costs, fees, etc. for future meetings.

10. Consider a Request from the Senior Class DC Trip for Funding

For the last several years' students from Clearwater High School have assisted in both the spring and fall community wide clean-up and other community service projects in the City. Students this year not only assisted with unloading but also with painting at the Chisholm Trail Sports Complex. Trip sponsors organize the student volunteers and track hours spent in community service. Those credited hours are then used to portion out funds to help offset the cost of the annual Senior Trip to Washington D.C.

Past Councils have approved up to \$1,500 in monies to help offset the cost of the trip and as a donation for assistance during the community clean ups. In 2016, 20 students participated in city related projects with a total of 75 hours being credited to them.

Motion: *Griffin* moved, *Marsh* seconded approve \$1500 in funding for the Senior Class DC Trip. Voted and passed unanimously.

11. Consider an Agreement with the Sunflower Foundation for a Walking Trail at the Chisholm Trail Sports Complex

In July, the city was notified that it qualified for a grant of up to \$40,000 for a walking path that the city had proposed for the Chisholm Trail Sports Complex. After notification, staff of the city and the foundation moved forward working thru questions that the foundation had on the proposal. Having answered all of those questions the foundation has provided an agreement for the path to be signed to move forward with construction.

Staff proposed a main trail and alternatives if funding was not adequate for the total trail. Based on the grant and proposals from local contractors, the projects full length of approximately 3360 feet of six-foot-wide concrete, that would start on the sidewalk on 4th ST just north of Park Glen and then go east thru the sports complex eventually turning north east of the ball fields and tie into the existing sidewalk on Ross.

Triple B Construction provided the low bid of \$66,326.00 which included an in-kind grant of \$13,000. This in-kind donation allows the city and recreation commission to reduce their portion of the project

from a budgeted \$20,000 a piece to \$13,000.

The City portion (\$13,000) for the Walking Trail will be funded from General Fund Reserves.

Motion: *Griffin* moved, *Clark* seconded approve the Sunflower Foundation agreement and award the bid to Triple B Construction. Voted and passed unanimously.

12. Consider and Ordinance Annexing Property Located at 13811 Prairie Grass Street in the Prairie Meadows Addition into the corporate limits of the City of Clearwater

At the September 13, 2016 meeting, the Governing Body did approve a Resolution finding it advisable to annex the property at 13811 Prairie Grass in the Prairie Meadows Addition. Based on the agreement that was put in place when the city extended water service to the area, those properties, as they are built upon, are required to petition for annexation, in return for city water service.

Once a petition has been accepted by the city and a resolution approved. The city is required to receive approval from the Board of County Commissioners since the action is an island annexation. On October 12, 2016, the Board of County Commissioners unanimously approved a resolution finding that the annexation was in conformance with the areas growth plan clearing the way for the adoption of the ordinance.

Similar houses in the area generate approximately \$2,000 in general fund tax revenue and between \$400 and \$500 a year in utility billings (water, trash, recycling, evs)

Motion: *Marsh* moved, *Clark* seconded adopt Ordinance 1018 annexing 13811 Prairie Meadows Street in the City of Clearwater. Voted and passed unanimously.

13. Approve Online Bill Payments and Rate Structure

Staff has received numerous requests from citizens for the option of using online payments for utility bills. As technologies have changed over the years more people are moving away from checks and other traditional methods of payments opting for the convenience of paying online. Until several years ago cities were unable to collect or pass thru bank charges for the use of credit cards. After legislation was enacted to allow cities to collect those charges in additional fees many organizations moved accepting credit cards as payments.

For the city to use online bill payment a module from Fundbalance would be required to be purchased as well as additional charges per year for website hosting and statement processing. Additionally, a convenience fee charge would need to be set to ensure that the bank and processing charges are being captured. Staff is proposing a flat rate convenience fee of \$3.75 for online credit card processing and a separate fee of \$2.25 for online check processing. Currently, we charge \$3.95 to use a credit card in house and checks are free. Staff is also requesting that the in-house fee be changed to \$3.75.

ACH, cash and checks presented in person or in the drop box remain free of charge.

The module itself would cost the city \$400 from Fundbalance as a one-time payment that would be added onto our existing billing software. It is estimated that the cost to provide the service from Fundbalance would be \$400 per year based on the number of statements and website hosting.

Council asked if we would be able to do paperless billing with this module? Staff stated no, but there will be a release for the future.

Motion: *Marsh* moved, *Titterington* seconded to approve the online bill pay with the proposed rate structure. Voted and passed 3-2 (Griffin and Papish).

14. Authorize APAC to Laydown NovaChip in Conjunction with the Sedgwick County Project on North Tracy

In 2016, Sedgwick County is completing a county wide NovaChip project. Roads in the Clearwater area

include 4th/103rd from Ross east to Broadway; Tracy/151st from the city limits south to the county line, Diagonal from Tracy to 4th and Tracy from 95th ST south to the city limits by the cemetery.

Staff had originally contacted Sedgwick County about the possibility of piggy backing onto this project for our portion of N. Tracy (the city maintains Tracy north of Diagonal to the end of the Cemetery). Originally, staff was told that APAC was running behind in the project and would not be able to perform the work. Last week, staff was informed by APAC that they would be able to complete the project if authorized while they were working in the area.

The NovaChip process includes the application of an ultra-thin bonded asphalt that is more cost effective than traditional mill and overlays, seals and protects the existing pavement and other benefits. The process also provides for minimal lane downtime and allows traffic to drive on the product shortly after application. Each lane will be closed while the work is being done and a pilot car and flagger will be directing traffic to allow travel in each direction.

APAC and the County have a contract price for \$77.00 a ton for the process and it is estimated that the cost for our portion of Tracy would be less than \$20,000. \$150,000 was budgeted for road improvements in 2016 and staff estimated that the cost of desired road work would only be approximately \$120,000. The cost for the NovaChip would fall within the budget and still allow for other work to be completed.

Motion: *Clark* moved, *Papish* seconded to authorize APAC to laydown NovaChip on North Tracy with expenses not to exceed \$20,000. Voted and passed unanimously.

15. 2016 Pool Financial

Givens presented the pool financials and stated the pool revenues were \$3,000 less than the previous year. The attendance, pool parties, and memberships were down from the previous year. He stated the pool was closed 4 days due to weather and algae and the previous year it was closed 5 days. He also stated there were more daycare/ latchkey groups that attended our pool this summer.

Council asked staff to ask the pool manager if the increase in daycare/ latchkey groups affected residents coming to the pool.

16. Clearwater Police Gun Range

In 2016, City staff began repairs to the gun range that the Clearwater Police Department uses located at the Waste Water Treatment Facility. The range over time had deteriorated from use and poor design. Officers from Clearwater as well as other outside agencies had used the range for practice and qualifications. One of the biggest factors in the deterioration of the range was shooting directly into the wood poles that create the backstop. Over the years' bullets chipped away at the wood making the range in effective for use. In 2016, the city budgeted \$3,000 for repairs to the range. Due to the range closure, CPD has used the Sedgwick County Range for Qualifications, which are required at least once per year and has limited the amount of time spent on practice. The department does use the simulator at Gander Mountain that is situational based training at least once a year.

It is recommended that CPD staff train at least twice per year and qualify twice as well. The upgrades to the range will allow for ease of training use as well as qualification. Public Works staff has installed new poles as a back stop this year and has completed one lane of the four planned lanes for shooting. The new lanes will have an approximately 3-foot by 3-foot steel plate that will catch bullets versus shooting directly into the wood. Additionally, a sand trap was installed below the targets to catch rebounding bullets. The cost of the new steel system is estimated to be approximately \$500 per lane. These new steel targets should have an effective life of five years before they would need to be replaced. Public Works anticipates completing the three other lanes by the end of the year.

Having access to a dedicated range is certainly a luxury that many departments would like to have. This allows our officers to train more, correct any deficiencies and test and correct weapons that we train with and use.

Chief Hisle has proposed limiting the use of the range to only Clearwater Police Department staff and no outside agencies. This should help in extending the life of each lane. Staff will continue to use the simulator at Gander Mountain for situational training and occasionally will need to shoot at the Sedgwick County range especially for rifle certifications. However, the presence of the range allows flexibility, decreases travel and overtime by allowing officers to qualify here working around and within a duty schedule versus scheduling time at Sedgwick County.

The \$3,000 allocated in the Police Capital Improvements for range improvement should be sufficient to complete the project. CPD spends approximately \$1,000 to \$1,500 per year on range and duty ammo.

Mayor Ussery asked Chief Hisle if it has ever been discussed opening the gun range to the public. Hisle stated yes it has been discussed and he would recommend not doing it. The city would be liable for insurance, they would have to hire or pay for a range master to be there when the range is open to the public, there is safety issues and he believes it would be cost prohibitive.

17. Claims and Warrants

Meyer presented the claims and warrants in the amount of \$19,469.27.

Motion: *Papish* moved, *Griffin* seconded to pay the claims and warrants in the amount of \$19,469.27. Voted and passed unanimously.

18. City Administrator Report

- Public Works
 - City Wide Clean Up used ten dumpsters this past weekend
 - Staff had three main breaks that were repaired last week
 - Finished patching on Tracy
 - Staff will be removing debris from the drainage at the sewer ponds
 - Staff will be exercising water valves this week and exercising and flow testing hydrants
 - Staff will be working on alleys this week including brush removal
- Parks and Recreation
 - Clinics and Practice for Basketball start in November with the first games starting December 3rd
 - Rec will be hosting a Mother/Son Hoedown on November 18 with registration available now
 - The Downtown Halloween Parade is set for Monday, October 31st with hotdogs starting at 5:00 and the parade at 5:30. A haunted house will also be located next door.
- Community Center
 - Commodities were distributed today. With the most families served since it moved to the Community Center
 - Medicare Counseling is ongoing. Staff was able to save one individual more than \$6,000 a year.
 - Plans are in the works for a Holiday Lights Tour again this year
- Police
 - Officer Gearhart arrested a burglar that was known to the property owners

- Officers took a report of an individual checking for and opening car doors in the Chisholm Ridge Addition approximately 4:30 Monday morning. The case is still under investigation.
- Officers continue to pick-up lost bikes
- Officer Harp will be attending advanced SRO training with the intent to keep minor offenses out of the court system and adjudicated at school
- Administration
 - Open enrollment for the City Health Insurance closes at the end of the month. Staff reviewed changes with all employees that were eligible for the plan
 - Staff will be assisting with Reality U next week and with the Young Entrepreneurs class at the high school this week.
 - The November 8th Safety Meeting will be a review of the Safety Manual
 - The EMS Director Review Committee finalized phone interviews and will be asking two candidates back for in person interviews.
 - The Strategic Planning Committee will be hosting a Community Wide Input Session at the Clearwater Executive Center on Tuesday November 29th from 6:30 to 8:30 with more details to come.

Council asked what methods will be used to advertise and get people to come to this meeting. Givens stated we will use social media, actively solicit, and run an ad in the paper.

19. Council Reports

Griffin state the culvert by his house looked good.

Marsh would like to have the Park Advisory Board/ Recreation Commission process looked at. He stated the proposal from Scot Palmer should have been a joint presentation with the Park Advisory Board representative and Scot Palmer. Same with the proposal from Jeff Tracy last month.

Papish wanted to schedule a joint meeting with the Park Advisory Board/ Rec Commission again since all board positions are full again.

Clark had nothing to report.

Titterington had nothing to report.

Ussery had nothing to report.

20. Adjournment

With no further discussion Ussery called for a motion to adjourn.

MOTION: *Marsh* moved, *Clark* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:26 p.m.

CERTIFICATE

State of Kansas }
County of Sedgwick }
City of Clearwater }

I, Courtney Meyer, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the October 25, 2016 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 8th day of November 2016.

Courtney Meyer, City Clerk

**City of Clearwater
City Council Meeting
November 8, 2016**

TO: Mayor and City Council
SUBJECT: Indian Lakes Phase II
INITIATED BY: City Administrator
PREPARED BY: City Administrator
AGENDA: New Business

Background: In 2012, Phase I of Indian Lakes began construction. Since that time 19 units in 9 separate buildings have been built. The occupancy rate remains high and in fact at times has seen a waiting list for the units. Based on housing demands in the community the developer is ready to proceed with Phase II of the development.

Analysis: Indian Lakes Phase II will bring infrastructure to 8 lots with the possibility of 16 to 20 housing units being available after construction is complete. The project will consist of extending Silverado Ct. south and opening up Copperhead Rd. This extension will require approximately 550 feet of new asphalt and extending the sewer mains to several of the properties as well as the extension of the water main. The properties that abut Chisholm Ridge will be served from the existing sewer main in that development.

To proceed with the project the city will need to take the following steps:

- Accept the Petition for Improvements;
 - Sewer in the amount of \$25,000
 - Water in the amount of \$30,000
 - Streets in the amount of \$125,000
 - Administrative Costs in the amount of \$20,000
 - Total Project Costs – Estimated to be \$200,000
- Adopt a Resolution Authorizing the project;
 - By adopting the Resolution Authorizing the project, the developer has the option of either paying for the cost of the development in a lump sum or via the special assessment process once the project is completed.
- Authorize a Development Agreement with the Developer;
 - The Development Agreement will establish the framework in which the city will be protected during construction and the payback of any and all special assessments as well as benchmarks for the release or reduction in required Letters of Credit;
 - Establish a means in which the developer and the city will finance the initial improvements and provides for the ability for the developer to use the special assessment process if so desired.

- Authorize an Engineering Services Agreement.
 - Certified Engineering Design has performed all of the preliminary design work for the project and will be working on behalf of the city during design, construction and inspection.
 - CED will also be soliciting bids directly from contractors for the two portions of the project: Water and Sewer; Streets and Stormwater. The proposed method of solicitation should result in a lower overall project cost. This is being done so based on the relatively low cost of the project.

Financial: The estimated project cost is \$200,000 will actual bids anticipated in coming in lower than the Engineers Estimates. The developer will be required to provide a surety in the amount of 35% for the overall project total. Additionally, the developer will provide the city with the funds for the project costs avoiding short term financing. At the completion of the project the option for the developer to either elect to use the special assessment process or pay the city directly for the costs associated with the infrastructure will be available.

Legal Considerations: The Petition for and Resolution Authorizing the project will be prepared by city bond attorney Kevin Cowan of Gilmore and Bell and will be presented at the meeting on Tuesday. The development agreement will be presented at the meeting on Tuesday and will be reviewed by the City Attorney. The Engineering Services Agreement has been reviewed and approved by the City Attorney.

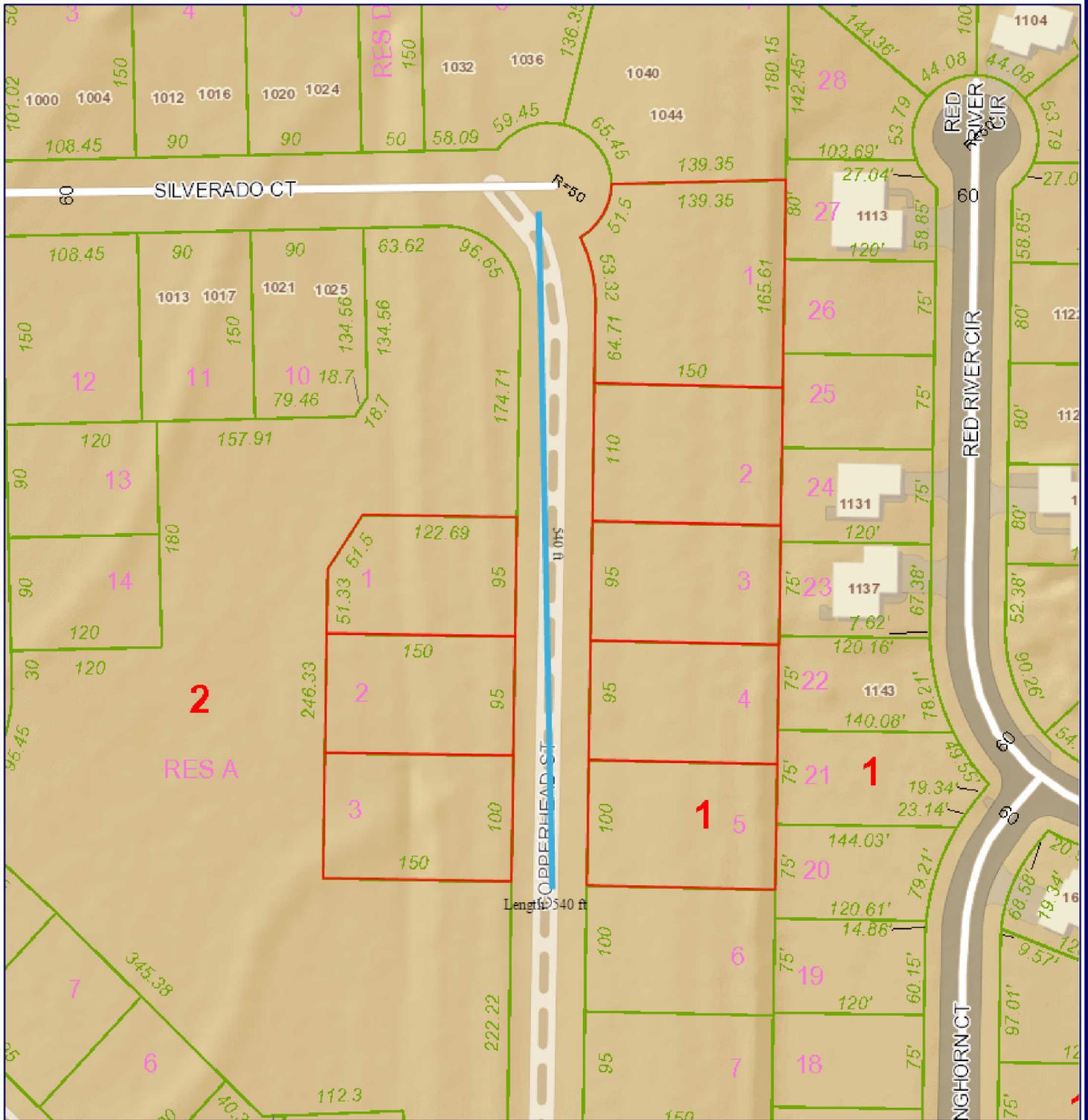
Recommendations/Actions: It is recommended the City Council:

- 1) Accept the Petition for Improvements;
- 2) Adopt the Development Agreement;
- 3) Adopt the Resolution Authorizing the Project;
- 4) Authorize the Engineering Services Agreement.

Attachments: 1) Indian Lakes Phase II Map (1-page); 2) Engineering Services Agreement (7-pages)

Indian Lakes

Phase II



Geographic Information Services
 Division of Information & Operations
www.sedgewickcounty.org/gis
 525 N. Main, Suite 212, Wichita, KS 67203
 Tel: 316.660.9290 Fax: 316.262.1174
 Fri Nov 4 11:41:50 GMT-0500 2016

DISCLAIMER: It is understood that, while Sedgewick 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.



CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF CLEARWATER, KANSAS
AND

CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311

WATERLINE, SANITARY SEWER AND STREET
IMPROVEMENTS FOR PHASE 2, INDIAN LAKES ADDITION

THIS CONTRACT, made this ___ day of _____, 2016, by and between THE CITY OF CLEARWATER, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to construct waterline, sanitary sewer and street improvements for Phase 2 of Indian Lakes Addition, in Clearwater, Sedgwick County, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for the development of plans, supplemental specifications and the estimates of quantities of work for the PROJECT.

A.. PLAN DEVELOPMENT

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.
2. Soils and Foundation Investigations. The CITY may authorize the CONSULTANT to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be non-engineering costs of the PROJECT, not included in this contract.
3. Prepare engineering plans, plan quantities and supplemental specifications as required Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design
4. Identify all known potential utility conflicts and present recommended solutions to such conflicts and, when authorized by the CITY, provide prints of plans to each utility identifying the problem locations. CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.

B. CONSTRUCTION PHASE SERVICES

1. Transmit directions to the Contractor and provide guidance in the proper interpretation of the Contract Documents through consultation with the CITY.
2. Perform measurements and surveys that are required for documentation of work performed and for determination of Contractor's final pay quantities.
3. Provide adequate on-site inspection of the work, such services to

be provided by experienced and qualified personnel who shall be responsible for observing the progress and quality of the executed work and determining that the work is proceeding in accordance with the Contract Documents.

4. Take field samples and/or test materials to be incorporated in the work, and reject or advise rejection of those not meeting the provisions of the Contract Documents.
5. Receive and review all test report records or certificates of compliance for materials tested off the Project site prior to the incorporation in the work.
6. Keep and maintain such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.
7. Measure and compute all materials identified in the bid items incorporated in the work and applicable pay items of work completed, and maintain an item account record.
8. Provide and submit CITY such periodic, intermediate and final reports and records as may be required by the CITY and as are applicable to the PROJECT.
9. To prepare and deliver (when PROJECT is completed) one certified copy (Bond) of "as-built" or "record" plans to the CITY.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To furnish the CITY plans for the PROJECT that have been approved and accepted by all necessary and applicable state and federal agencies.

D. To make available during regular office hours at its Wichita office, all

calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

E. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for the PROJECT, all of such documents to become the property of the CITY.

F. To submit to the CITY an Engineer's estimate of the quantities of work units for the PROJECT incorporating all items of work included in the plans.

G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To submit a single and final billing to the CITY for the engineering design services upon completion of the design work and progress billings for construction phase services.

I. To complete and deliver plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below:

EXCEPT that the CONSULTANT shall not be responsible or held liable for the time required for reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

Plans, specifications and estimates to be commenced upon receiving a Notice to Proceed and completed by January 31, 2017.

J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their

employment, which, for any reason, may not fall within the provisions of the Workers' Compensation Laws. The liability limit shall be not less than:

Workers' Compensation - Statutory

Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office.

B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.

C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the performance of engineering design and construction inspection services required by this agreement shall be made on the basis of the lump sum fee amount specified below, which shall not be exceeded.

Phase 2 Indian Lakes- Water, Sanitary Sewer and Street Improvements(Not-to-Exceed)

Design & Preparation of Waterline Improvement Plans	\$ 2,814
Construction Administration and Inspection Waterline Improvements	\$ 1,504
Design & Preparation of Sanitary Sewer Improvements Plans	\$ 2,486
Construction Administration and Inspection Sanitary Sewer Improvements	\$ 1,291
Survey, Design & Preparation of Street Improvement Plans	\$ 11,268
Construction Administration and Inspection Street Improvements	\$ 6,349

B. Reimburse the CONSULTANT for Utility Permit Agreement fees and design review fees charged by Sedgwick County.

C. Reimburse the CONSULTANT for Construction Material Testing services for the project as ordered by the CONSULTANT'S inspector.

D. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

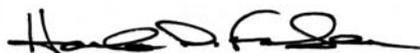
C. That the services, except for surveying, to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its Mayor and attested by its City Clerk with the seal of the City of Clearwater, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.



Harlan D. Foraker, P.E.

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor

ATTEST:

Courtney Meyer, City Clerk