

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
JULY 10, 2017
7:00 P.M.
BUDGET WORK SESSION IMMEDIATELY FOLLOWING**

<p>If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-322-5500 no later than 24 hours prior to the beginning of the meeting.</p>
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I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC ITEMS

Members of the public are encouraged to use this time to make comments about matters that do not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. ***Please note: individuals making Public Comments will be limited to 5 minutes.***

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case that item will be removed from the Consent Agenda and considered separately.

1. Consider approval of the minutes of the City Council meeting held June 26, 2017.
2. Consider approval of a bid award to Kansas Heavy Construction for Owen Heights Corrugated Metal Pipe (CMP) Rehab/Replacement Project.
3. Consider approval and final acceptance for the 2017 Mill and Overlay Program.

V. MAYOR'S REPORT

1. 2017 Employee Service Awards-2nd Quarter.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Review of Tax Increment Financing (TIF) process.
2. Monthly Finance Report.

B. Community Development/Public Works/CIP

1. Consider approval and final acceptance for Farley Ave. Reconstruction Project.
2. Consider approval of a Professional Services Agreement (PSA) with Affinis, Corp. for design services of Johnson Drive Improvements (Kessler Ln. to West city limits).
3. CIP Update.

VII. STAFF ITEMS

IX. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
June 26, 2017
7:00 P.M.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Ken Sissom called the meeting to order at 7:00 pm.

II. ROLL CALL

Scott Diebold
Al Frisby
Chris Evans Hands
Nancy Hupp
Bryan Knaff
Cheryl Moore
Bob Pape
Robert Weems

Staff present: Chris Engel, City Administrator; Mike Daniels, Police Chief; Cindy Ehart, Finance Director; Anna Slocum, Parks and Recreation Director; Bryan Dehner, Fire Chief; Meredith Hauck, Assistant City Administrator; Kevin Bruemmer, Public Works Director; Nicole Proulx Aiken, City Attorney; and Juli Pinnick, City Clerk.

III. PUBLIC ITEMS

Members of the public are encouraged to use this time to make comments about matters that do not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. ***Please note: individuals making Public Comments will be limited to 5 minutes.***

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case that item will be removed from the Consent Agenda and considered separately.

1. Consider approval of the minutes of the City Council meeting held June 12, 2017.
2. Consider approval of a Community Partners Memorandum of Understanding (MOU) between the City of Merriam and Shawnee Mission School District.

COUNCILMEMBER MOORE MOVED THAT THE COUNCIL APPROVE CONSENT AGENDA ITEMS 1-2. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

V. MAYOR'S REPORT

Councilmember Nancy Hupp commented that the 13th annual Flags 4 Freedom event will begin with the flag setup on Saturday July 1st. Over 1,200 American flags will be displayed along Johnson and Merriam Drive and at the Merriam Marketplace. On July 4th, the American Legion Band of Greater Kansas City will perform a concert.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of an ordinance amending Chapter 68 of the Code regarding seat belts.

Police Chief Mike Daniels commented that this is the second reading of the ordinance. The fine for a seat belt violation is increasing from \$10 to \$30 beginning July 1st. This increase is a result of recent legislation passed at the state level that increases the fine. The City retains \$10 of the fine with \$20 going to the state seat belt education fund.

COUNCILMEMBER MOORE MOVED THAT THE COUNCIL APPROVE AN ORDINANCE AMENDING CHAPTER 68 OF THE MERRIAM CODE OF ORDINANCES REGARDING SEAT BELTS. COUNCILMEMBER FRISBY SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Consider approval of a resolution setting a public hearing date for the amended Merriam Pointe Redevelopment Project Plan.

City Administrator Chris Engel provided the background for this item.

The Redevelopment Plan that was approved in 2003 showed four retail buildings with approximately a total square footage of 350,000. Since 2003, the Redevelopment Plan has been amended three times and three new automobile dealerships have been constructed.

Merriam Luxury Imports, LLC, in cooperation with Merriam Investors LLC, is requesting the City Council to consider an amendment to the Merriam Pointe Redevelopment Plan to allow for the possibility of another automobile dealership. Merriam Luxury Imports, LLC's

Principal Officer is Richard Webb who is the General Manager of KC Infiniti. Merriam Luxury Imports has submitted an application to locate an automobile dealership on the drainage area immediately south of the KC Infiniti dealership. Extensive improvements are needed to make the area buildable. Merriam Luxury Imports is seeking TIF reimbursement for those expenses. The area is basically a large drainage ditch and will require a lot of fill as well as channelizing the all the runoff in the area.

At their June 7, 2017 meeting, the Planning Commission found that the amended Merriam Pointe Redevelopment Plan is consistent with the City Comprehensive Plan.

Following the Planning Commission action, the next step is for the City Council to set a date to conduct the public hearing on the amended Redevelopment Plan. Per state statutes, the City Council is required to pass a resolution setting the date for the public hearing. The resolution sets July 24, 2017 as the date for the public hearing. The timing of the hearing is dictated by state statutory required notice and timing.

COUNCILMEMBER HANDS MOVED THAT THE GOVERNING BODY APPROVE A RESOLUTION SETTING JULY 24, 2017 AS THE DATE FOR THE CITY COUNCIL TO CONDUCT A PUBLIC HEARING ON THE AMENDED MERRIAM POINTE REDEVELOPMENT PROJECT PLAN. COUNCILMEMBER WEEMS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

3. Review 2018 revenue projections.

Finance Director Cindy Ehart reviewed the 2018 revenue projections.

B. Community Development/Public Works/CIP

1. Consider approval of a resolution to submit to the electors of the City of Merriam the question of issuing general obligation bonds and imposing a special one-quarter percent Citywide retailers' sales tax for the purposes of financing parks and recreation capital improvements, including but not limited to construction of a new facility that will be used as a community center and aquatics center.

City Administrator Chris Engel provided the background for this item.

Approval of this resolution begins the process of a mail-in election asking all registered voters in the City of Merriam to vote on a new community center with aquatics and to allow the city to issue general obligation bonds. To pay those bonds the voters are also being asked to approve a one quarter cent general retailers' sales tax. The bonds would be ten-year bonds and the sales tax would have a ten-year term as well.

Councilmember Knaff asked Mr. Engel what a no vote means.

Mr. Engel responded that a no vote means renovation of existing facilities to include the Irene B. French Community Center and Merriam Aquatic Center. The city has estimates on what those renovations would cost which is approximately \$20 million. Staff does not believe that the renovation is the best solution as after spending \$20 million we would still have a 100-year old community center and getting into the walls and other systems could open up even more problems. The current site of the community center is in the Floodplain, and we would spend \$20 million on a building located in the Floodplain. The new community center would not be in the Floodplain; it will be located at the Vavra Park site where the Merriam Aquatic Center is currently. The new community center would combine both facilities into one at one location.

The City would still have to issue approximately \$10 million in bonds as we don't have an extra \$20 million to renovate these facilities.

Mayor Sissom asked for public comments on this item. There were no public comments.

COUNCILMEMBER HANDS MOVED THAT THE GOVERNING BODY PASS THE RESOLUTION TO SUBMIT TO THE ELECTORS OF THE CITY OF MERRIAM THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS AND IMPOSING A SPECIAL ONE-QUARTER PERCENT CITYWIDE RETAILERS' SALES TAX FOR THE PURPOSES OF FINANCING PARKS AND RECREATION CAPITAL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF A NEW FACILITY THAT WILL BE USED AS A COMMUNITY AND AQUATICS CENTER. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

VII. STAFF ITEMS

VIII. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER HUPP MOVED TO ADJOURN AT 7:30 PM. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

DRAFT

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of the bid from Kansas Heavy Construction for the Corrugated Metal Pipe (CMP) Rehab/Replacement in the Owen Heights Subdivision.

Department: Public Works/CIP

Background/Description of Item:

On June 28, 2017, staff opened five (5) bids for the CMP Rehab/Replacement in the Owen Heights Subdivision, Eby St./47th St. to Antioch Rd. The scope of this project is to repair/replace an aging storm system with pipe sizes varying from 18” CMP to 60” CMP. Bids as read were as follows:

Kansas Heavy Construction	\$728,229.60
Miles Excavating	\$731,163.44
Westland Construction	\$758,188.20
Shedigsit	\$846,991.00
Pyramid Excavating	\$919,296.00
Engineer’s Estimate	\$915,480.00

All bids have been checked for accuracy with Kansas Heavy Construction being the low bidder. The Engineer recommends that the Contract be awarded to Kansas Heavy Construction.

Funding Source: General CIP (Project GM 1602). There is \$739,143 budgeted in the 2018-2022 CIP.

Funding Source Reviewed by: Cindy Ehart-Finance Director

Recommendation: Staff recommends the Council award the Corrugated Metal Pipe (CMP) Rehab/Replacement contract to Kansas Heavy Construction in the amount of \$728,229.60.

Prepared by: Carl Sanders, Project Coordinator
Reviewed by: Kevin Bruemmer, Public Works Director

Date: July 3, 2017

AGENDA ITEM INFORMATION FORM

Agenda Item: Approval and Final Acceptance for 2017 Mill & Overlay Program.

Department: Public Works/CIP

Background/Description of Item: Work for the 2017 Mill & Overlay program is complete. J.M. Fahey has submitted a pay request for \$102,808.73 The project total of \$480,583.50 is below the original contract amount of \$502,288.26. The difference of \$21,704.76 occurred due to quantity underruns in various line items.

The Program included:

- Brown Park- South Parking Lot
- Waterfall Park Parking Lot Extension
- Carrie Lane-70th Terr. to 70th Terr.
- 70th Terr. Switzer to 70th St.
- 51st Terr./Perry Lane Cul-de-Sac
- Mastin Dr.-67th St. to 69th St.
- 68th St.-Mastin to Wedd
- Wedd-69th North to Cul-de-Sac
- 70th St. Sidewalk-69th St. to 70th Terr.

By the approving this Final Acceptance the council will do two things; First it declares that the newly constructed infrastructure is public domain. Secondly, it starts the clock on the two-year warranty and maintenance bond for the work completed.

Funding Source: General CIP (GM0303, GM0411), Special Highway Fund

Funding Reviewed: Cindy Ehart: Finance Director

Recommendation: Staff recommends approval and Final Acceptance of 2017 Mill & Overlay Program.

Prepared by: Carl Sanders, Project Coordinator
Reviewed by: Kevin Bruemmer, Public Works Director

Date: 7/5/2017

2017 2nd Quarter Employee Service Awards

20 Years of Service- Roby Bielak-Public Works

15 Years of Service- Randy Fine- Public Works

Phil Lewis-Police Department

5 Years of Service- Nancy Yoakum-Community Development

TIF Basics: Glossary

1. **Increment** – The difference between the property values (or taxes) before the TIF project and after the TIF project
2. **TIF District** - District is the larger area designated by the Governing Body as a TIF District pursuant to Kansas statutes (12-1771). I.e. I-35 Redevelopment District or Merriam Town Center Redevelopment District. Life of a District can extend beyond 20 years if a TIF Project in the District is active.
3. **TIF Project** – Project includes the specific improvement to an area within a TIF District. Projects must have a TIF (redevelopment) Project Plan. I.e. IKEA Merriam Project or Merriam Pointe Project. Maximum life of a TIF project is 20 years, per Kansas statute.
4. **TIF Application** – Application submitted to the City by a developer requesting the use of TIF. The application describes the improvements planned, cost of improvements, and the reason for requesting public funds.
5. **TIF-eligible expenses** – Reimbursement of certain developer expenses using TIF funds is allowed per Kansas statutes (12-1771). Allowable expenses include property acquisition, site preparation, utility connections/relocation, street and street lighting, etc. Cost of construction of private buildings is NOT eligible.
6. **Funding Agreement** – Agreement between TIF applicant (the developer) and the City to cover out-of-pocket expenses incurred by the City while reviewing the application. The City requires the assistance of outside legal and professional services. Such an agreement does not guarantee that use of TIF will be approved by the Governing Body.
7. **Feasibility Study** – Comprehensive study prepared in accordance with Kansas statute to show the benefits/revenues of the proposed project versus the costs.
8. **TIF Redevelopment Project Plan** – Document describing the TIF Project improvements and which includes the requirements of Kansas statute 12-1772.
9. **TIF Redevelopment Agreement** – Agreement between the City and the developer which grants TIF incentives to the developer and outlines the duties and responsibilities of each.

AGENDA ITEM INFORMATION FORM

Agenda Item: Approval and Final Acceptance for Farley Avenue Reconstruction.

Department: Public Works/CIP

Background/Description of Item: The Farley Avenue Reconstruction project commenced on August 1, 2016. Pyramid Contractors completed the project a few weeks ago and issued a pay estimate for \$198,288.32. The project total of \$1,539,513.56 is below the original contract amount of \$1,553,547.50. The difference of \$14,033.94 occurred due to quantity underruns in various line items.

Due to issues with some areas sod and the need for its replacement, City staff will retain \$15,395.14 for sod replacement this fall.

By the approving this Final Acceptance the council will do two things; First it declares that the newly constructed infrastructure is public domain. Secondly, it starts the clock on the two-year warranty and maintenance bond for the work completed.

Funding Source: Special Sales Tax (GM1601)

Funding Reviewed: Cindy Ehart: Finance Director

Recommendation: Staff recommends approval and Final Acceptance of the Farley Avenue Reconstruction.

Prepared by: Carl Sanders, Project Coordinator
Reviewed by: Kevin Bruemmer, Public Works Director

Date: 7/5/2017

AGENDA ITEM INFORMATION FORM

Agenda Item: Authorize professional engineering services agreement for the design of CARS Project-Johnson Drive –Kessler to West City Limit with Affinis, Corp. for an amount not to exceed \$157,025.00.

Department: Public Works/CIP

Background/Description of Item:

In February 2016 Staff conducted a Request for Qualifications (RFQ) process for 2016/2017 capital projects engineering. There were four project categories (streets, sidewalk in-fill, stormwater and bridges). for which engineering firms could submit their interest and qualifications for one or more categories. Ten firms responded to the RFQ.

An engineering selection team comprised of Kevin Bruemmer, Carl Sanders, and Gerry Vernon rated each statement of interest on the following criteria: 1.) Project Understanding; 2.) Project Approach; 3.) Relevant Experience; 4.) Staff and Availability; and 5.) Communication/Public Relations. The highest rated firm was selected by the committee and a project scoping meeting was held.

In an effort to maintain continuity while still maintaining a climate of competition, Staff’s intention is to follow the RFQ process every three years for the various engineering disciplines (i.e. streets, bridges, stormwater). Affinis was selected for the City street work and designed the 2017 Res. V program.

The scope of construction includes removal of concrete cap around Merriam Drive area, 2-inch Mill/Overlay, pavement marking, install new streetlights, pedestrian traffic signal modification (HAWK signal at Mastin), traffic signal system/backup and replacement of curb/gutters/sidewalk/ADA ramps as required.

CARS application has been submitted to Johnson County to request funding for the construction of this project.

The engineering services agreement is not to exceed \$157,025.00.

Attachments: Design Services Agreement – Affinis Corp.

Funding Source: Merriam Special Sales Tax (GC1801)

Funding Reviewed: Cindy Ehart: Finance Director

Recommendation: Recommend that the Council authorize the Mayor to execute the design services agreement with Affinis Corporation for Johnson Drive-Kessler to West City Limits for an amount not to exceed \$157,025.00.

PROFESSIONAL SERVICES AGREEMENT
Johnson Drive Improvements (West City Limits to Kessler Lane)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the "Agreement") made as of this ____ day of _____, 2017, by and between the **CITY OF MERRIAM, KANSAS**, a Kansas Municipal Corporation (hereinafter the "City"), and the undersigned professional firm (hereinafter the "Consultant").

WHEREAS, the City is in need of professional assistance in a technical field to prepare plans and specifications for the Project more fully described on Exhibit A attached hereto (hereinafter the "Project");

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the City desires the Consultant to perform, the professional services herein described; and

WHEREAS, the City has determined, based upon information provided by the Consultant that Consultant is qualified to provide the professional services described herein.

NOW, THEREFORE, the City and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the City as set forth below.

ARTICLE I
Scope of Services

The Consultant shall provide for the City professional services listed in attached Exhibit B, Basic Services and Related Matters.

The City may request additional services to extend this Agreement to include a subsequent phase of Project design or to provide Project related services not anticipated at the time of this Agreement. At the City's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement or an amendment hereto which may be duly entered into by the parties of this Agreement.

ARTICLE II
Compensation

The City shall pay the Consultant for services performed as outlined in Article I as set forth in Exhibit C attached hereto.

ARTICLE III
Time

The Consultant agrees to complete the services outlined in Article I within the times listed in Exhibit B, Basic Services and Related Matters. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. The contract time includes reasonable review time by the City, and any other applicable governmental agencies.

Solely at the City's discretion, an extension in time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request an extension of time stating the reasons for such a request.

ARTICLE IV
City's Responsibilities

City shall perform the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for the Project;
2. furnish reports, plans, and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project, the Consultant shall have an obligation to independently verify the information contained in reports, plans, surveys, and maps that are furnished by the City;
3. furnish design and construction standards;
4. review Consultant's draft submittals;
5. sign and submit permits required by the Kansas Department of Transportation and the Kansas Division of Water Resources;
6. attend design review meetings, pre-bid and pre-construction conferences, and construction meetings;
7. negotiate and pay for rights of way and easements necessary to complete the Project;
8. identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Consultant shall do the following:

1. comply with local, state, and federal rules, regulations, and laws pertaining to this Agreement that are applicable at the time the Consultant designs the Project, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall protect and indemnify the City and its officers and agents against any claims or liability arising from or based on any violation of the same;
2. submit interim drafts and coordinate and attend draft review meetings as needed to meet Project requirements and City's design standards, and prepare final plans and specifications as required in Exhibit B, "Basic Services and Related Matters;"
3. immediately upon expiration or termination of the Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City pursuant to this Agreement;
4. indemnify and hold harmless the City, its elected officials, officers, and employees from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of Consultant's services, provided that such claim, damage, loss, or expense is caused by a negligent or intentional act, error, or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

5. maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the City, furnish copy of certification thereof:

- (a) Workers' Compensation and Employers' Liability
 - Workers' Compensation Statutory
 - Employers' Liability \$1,000,000 each accident
 - \$1,000,000 disease-policy limit
 - \$1,000,000 disease- each employee
- (b) Comprehensive Automobile Liability
 - Bodily Injury & Property Damage \$2,000,000 combined single limit per occurrence
- (c) Comprehensive General Liability
 - Bodily Injury & Property Damage \$2,000,000 combined single limit per occurrence
 - \$2,000,000 annual aggregate
- Fire Damage Liability \$100,000
- Medical Payments \$5,000

Maintain coverage for 2 years following completion of project

City of Merriam shall be named Additional Insured for General Liability including Products and Completed Operations

(d) Umbrella Liability: \$1,000,000

Consultant shall maintain Professional Liability Insurance in an amount of no less than \$1,000,000 per claim and annual aggregate, and provide City with certification thereof upon request. All general liability and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed by the City in writing. All insurance carriers must be licensed to do business in the State of Kansas; carry a Best's policyholder rating of "A" or better and/or that is acceptable to the City; and carry at least a Class X financial rating;

- 6. employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the City shall so direct, the Consultant shall remove from the Project any engineer, architect, surveyor, appraiser or other person employed by the Consultant in connection with the work; and
- 7. furnish right-of-way and easement descriptions for eminent domain proceedings, and maps and sketches as required by City.

ARTICLE VI
Miscellaneous

- 1. Controlling Law and Legal Action. This Agreement is to be governed by the laws of the State of Kansas. The parties agree that the appropriate venues for any legal actions arising out of this Agreement are the District Court of Johnson County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.
- 2. Assignment. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the City.
- 3. Binding on Successors. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the City.

4. Reuse of Information. Consultant shall retain ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement. Provided, however, City's right of reuse shall be unlimited in frequency and quantity and may be for completion of the Project, an extension of the Project by parties other than the Consultant, or for uses unrelated to the Project. When information is subject to third party royalties or license agreements, City shall pay such royalties and license fees associated with the reuse of the documents. City's reuse of the information without verification or adaptation by the Consultant shall be at the City's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due the Consultant for City's reuse of the information.
5. Termination of Agreement. The City may terminate this Agreement at any time for convenience or cause upon written notice to the Contractor. If the City terminates the Agreement before the completion of the Project, City shall compensate Contractor for all the services it satisfactorily completed to date of its receipt of the termination notice. Under no circumstances will the Contractor be entitled to anticipatory profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Agreement.
6. Disputes. The City and Consultant agree that disputes relative to the Project or this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Consultant without the prior written consent of the City.
7. Representations. The Consultant certifies that:
 - 7.1 The price submitted and the costs comprising same are independently arrived at without collusion.
 - 7.2 The Consultant has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.
 - 7.3 The Consultant has not violated, is not violating, and promises that it will not violate the City's policy of prohibition against gratuities and kickbacks.
 - 7.4 The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
8. Compliance with Equal Opportunity Laws, Regulations, and Rules.
 - 8.1 Discrimination Prohibited. Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.
 - 8.2 Solicitations. In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission (Commission).

8.3 Non-Compliance. Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:

1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.

8.4 Flow Through Requirements. Consultant shall include the provisions of Sections 8.1 – 8.3 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

8.5 Exempt Contractors. The provisions of Sections 8.1 – 8.4 are recommended but not enforceable against Consultant if:

1. Consultant employs fewer than four employees at all times during the term of this Agreement; or
2. All of Consultant's contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).

8.6 ADA Compliance. Consultant also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

9. Independent Contractor. It is agreed that Consultant is an independent contractor to the City and shall not be considered an employee. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the City from liability in connection therewith.

10. Notice. Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class mail shall be deemed to be served 72 hours after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

The City of Merriam
9001 W. 62nd Street
Merriam, KS 66202
Attn: Capital Improvements Director

11. Phraseology. In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

12. Descriptive Headings. The descriptive headings of the provisions of this Agreement are formulated and used only for convenience and shall not be deemed to affect the meaning and construction of any such provision.

13. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties.
14. Invalidity. In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
15. Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right, or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
16. Merger. This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations, or warranties between the parties that are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.
17. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.
18. Survivorship. Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 4) and insurance (Article V, Section 5), and any other terms and conditions that by their nature should survive termination, shall survive the termination of this Agreement.

ARTICLE VII
Exhibits

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A. "Description of Project" consisting of 1 page(s).
- Exhibit B. "Basic Services and Related Matters" consisting of 6 page(s).
- Exhibit C. "Compensation" consisting of 1 page(s).
Consultant's Hourly Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved as to form by:

Nicole Proulx Aiken, City Attorney

CONSULTANT

Affinis Corp.

By: _____
Kristen E. Leathers
Title: Principal
Address: 8900 Indian Creek Parkway
Building 6, Suite 450
Overland Park, Kansas 66210

EXHIBIT A

DESCRIPTION OF PROJECT

The purpose of this project is to improve the existing infrastructure and reduce future maintenance costs.

The project limits are Johnson Drive from West City Limits through Kessler Lane. The scope of work includes removal of concrete whitetopping at Merriam Drive with possible full-depth pavement reconstruction, a two-inch mill and overlay of all pavement, replacement of pavement marking, install new streetlights, install pedestrian traffic signal modifications at two locations, traffic signal system/backup and replacement of curb/gutters/sidewalk/ADA ramps as required. The project will be prepared in accordance with Johnson County CARS program requirements and submitted for funding. No work will be performed on the bridge over Turkey Creek, just west of Merriam Drive.

EXHIBIT B

BASIC SERVICES AND RELATED MATTERS

The Consulting Engineer shall furnish and perform the various professional duties and services required for the construction of the Project in accordance with all tasks listed in the current City standards.

General Design Requirements

The consultant shall design the Project in conformity with the applicable portions of the City of Merriam's specifications and standards, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

General Survey Requirements:

Vertical Control:

Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control:

Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project manager within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks:

Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

Johnson County aerial and AIMS mapping shall be used for the design and plans and will be supplemented with topographic survey in specified areas or areas requiring more detail.

TASK 1. PRELIMINARY DESIGN

1.01. Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Schedule and coordinate project activities with the City (where applicable).
- D. Schedule, attend and facilitate a pre-design utility coordination meeting. Inform the utility companies about the projects intent and schedule and solicit input about their facilities. Meeting minutes will be prepared.

- E. Field data collection will be performed for the whitetopped pavement area between Merriam Drive and Kessler Lane, the Merriam Drive traffic signal, the pedestrian signal near Mastin and the pedestrian signal near Goodman and will include:
 - 1. Establish section and land corners.
 - 2. Field surveys.
 - 3. Contact utilities and field locate all utilities.
- F. Conduct field reconnaissance with City to evaluate and identify:
 - 1. Design issues.
 - 2. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - 3. Need for full depth pavement repairs.
 - 4. Need for sidewalk replacement.
 - 5. Location for new sidewalk.
 - 6. Need for curb and gutter replacement.
 - 7. Need for and limits of driveway replacement.
 - 8. Need for which type of ADA ramps.
 - 9. Utility locations and conflicts.
 - 10. Tree conflicts.
- G. Ownership and abutting property information:
 - 1. Obtain ownership information from City or Johnson County AIMS. The Consulting Engineer shall contract with a City approved title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the contingency fee as outlined in Article II of the Professional Services Agreement.
 - 2. Collect record drawings and plans for existing improvements. Review all available plans, previous studies, and pertinent information regarding the Project.
- H. The Consulting Engineer shall contract with a City approved geotechnical firm for pavement investigation between Merriam Drive and Kessler Lane. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm and shall be included in the Basic Services of the Professional Services Agreement.
 - 1. Mobilize a geophysicist with a GSSI2 SIR 4000 GPR system equipped with a dual-frequency 300/800 MHz monostatic antenna (or equivalent) to the site.
 - 2. Collect GPR data along two lines per travel and turn lane in the survey area. The GPR data will be collected by towing an antenna from a vehicle moving approximately 5 mph. Positioning information will be provided by a sub-meter differential GPS. Traffic control will consist of a second trailing vehicle with a flashing arrowboard.
 - 3. Process and interpret the GPR data using GSSI's RADAN software.
 - 4. Return to the site and core 3-4 holes into the pavement at locations determined from the GPR data to assist in calibrating the GPR data and determine the pavement composition. Holes will be filled in with asphalt patch. Traffic control for the coring will include a flashing arrowboard and orange cones.
 - 5. Prepare a report that includes a description of the GPR method, GPR data acquisition procedures, core results, photographs of the cores, a site plan showing the location of the GPR lines, core hole locations, and pavement thickness within the survey limits, and recommendations for either an overlay

or full-depth pavement replacement.

- 1.02. Prepare preliminary plans and base map at a scale of 1"=20' showing contours at 2-foot intervals, property owner information and property and easement lines.
 - A. Cover sheet.
 - B. Typical sections. Pavement design shall be the responsibility of the City.
 - C. Plan and Profile sheets.
 1. Plan scale = 1"=20'
 2. Profile scale H = 1"=20'; V = 1"=5'
 - D. Based on storm sewer system condition assessment performed by City, identify storm sewer structures and pipes needing replacement.
 - E. Intersection and layouts.
 - F. ADA Ramp Layouts. Ramp layouts do not include elevations or slopes. The intent is for the ramps to be constructed as specified in the standard details.
 - G. Driveway profiles, included in cross-sections.
 - H. Traffic and pedestrian signal design and layout.
 - I. Preliminary street lighting.
 1. Pole locations.
 2. Define design parameters.
 - J. Preliminary pavement marking and signing.
- 1.03. Perform quality assurance review.
- 1.04. Submit preliminary plans to utility companies for their use in preparing for relocations.
- 1.05. Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.
- 1.06. Submit preliminary plans and opinion of probable cost to City for review.
- 1.07. Meet with City as necessary in connection with such preliminary work. Two meetings are budgeted.
- 1.08. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.
- 1.09. Right-of-entry documents.
 - A. Prepare right of entry documents for all properties requiring temporary construction access. Up to 55 parcels/properties are included in this scope.
 1. Maps and sketches as follows:
 - a. Individual drawings of improvements affecting each ownership including:
 - (1) *Title block.*
 - (2) *Ownership boundaries.*
 - (3) *Existing rights-of-ways and easements.*
 - (4) *Proposed impacts identified graphically.*
 - (5) *Legend.*
 - (6) *Graphical scale and north arrow.*
 - (7) *Ownership information.*

- B. Legal documents and descriptions for easement and/or right-of-way acquisition are NOT considered part of the Basic Scope of Services and shall be compensated as Additional Services as stipulated in Article II of the Professional Services Agreement.
 - C. Easement staking, including temporary easements, permanent rights-of-way, and staking of structures or other items for utilities and eminent domain services are NOT considered part of the Basic Scope of Services and shall be compensated as Additional Services as stipulated in Article II of this Professional Services Agreement.
- 1.10. Public Information: Prepare for and attend one public meeting to explain the project to residents of the project area, and to receive public comments. The Consulting Engineer will prepare all necessary exhibits, documents and plans and have persons available to explain the proposed work and to answer questions. The City will arrange for the time and place of the meetings and will distribute all notifications.
- A. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project.

TASK 2. FINAL DESIGN

- 2.01. Prepare detailed plans and specifications.
 - A. Cover sheet.
 - B. Typical sections.
 - C. Drainage design.
 - D. Plan and Profile sheets
 - 1. Plan scale = 1"=20'
 - 2. Profile scale H = 1"=20'; V = 1'=5'
 - E. Intersection details.
 - F. ADA Ramp details.
 - G. Driveway profiles included in cross-sections.
 - H. Traffic and pedestrian signals.
 - I. Street lighting.
 - 1. Pole locations.
 - 2. Conduit and junction box locations.
 - J. Pavement marking and signing.
 - K. Traffic control and construction phasing plan.
 - L. Standard and special details.
- 2.02. Prepare project manual including technical specifications and special provisions.
- 2.03. Perform quality assurance review.
- 2.04. Perform final plan quantity takeoffs.
- 2.05. Submit final plans and project manual to Johnson County CARS program manager for review.
- 2.06. Utility coordination.

- A. Schedule and attend three utility coordination meetings. These meetings will include a preliminary plan review meeting, a final plan review meeting and a status meeting.
- 2.07. Prepare bid documents and a detailed opinion of probable cost.
 - A. Detailed opinion of construction cost.
 - B. Construction plans.
 - C. Project manual
 - 1. Estimate time required to complete construction.
- 2.08. At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format and PDF images. The record contract documents for the project will be the original sealed drawings.
- 2.09. Furnish up to 12 copies of detailed plans and specifications to the City, Johnson County CARS program manager, and utility companies.
 - A. Plan sets will be:
 - 1. Half size (11"x 17").
 - B. These plans are to be furnished at no additional cost, and are separate from those sold to prospective bidders.
- 2.10. Meet with City as necessary during preparation of detailed plans. Two meetings are budgeted.

TASK 3. BIDDING

The construction documents for the project will be available through an electronic plan room. Plan rooms will receive a CD of the plans and specifications at no charge. Bidders will be able to purchase bid documents in PDF or hard copy formats.

- 3.01. Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- 3.02. Prepare written addenda to the bidding documents as required and or requested.
- 3.03. Prepare engineers estimate and attend bid letting.
- 3.04. Prepare a bid tabulation in printed and MS Excel format.
- 3.05. Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 3.06. Prepare up to six copies of contract documents for execution. Provide additional bid documents to the Contractor.
- 3.07. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

TASK 4. CONSTRUCTION SERVICES

- 4.01. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City.
- 4.02. Review shop drawings and be available for consultation with the City during construction.
- 4.03. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- 4.04. Prepare final record drawings that reflect:

- A. All change orders.
- B. Minor design changes.
- C. Changes made in the field by City representatives and are marked on the construction plan set.

4.05. Submit updated CAD drawings and PDF images of the revised sheets.

COMPLETION TIME

The Consultant hereby agrees to complete the bid documents and be ready to advertise for bid by February 1, 2018.

SERVICES TO BE PROVIDED BY THE CITY:

1. Electronic copy of the Preliminary Engineering Studies, Storm Drainage Reports, and plans of constructed improvements.
2. Copies of available plans.
3. GIS information from AIMS.
4. Notifications/letters for public meetings.
5. Processing payments for easements.
6. Assistance in obtaining approval from regulatory agencies.
7. Legal advertisement for public bids.
8. Contract management and construction inspection.
9. Coordination with property owners regarding conversion from septic to JCW sanitary sewer.

ADDITIONAL SERVICES COVERED BY CONTINGENCY FEE

A contingency amount is included in this Agreement to cover additional services that may be required but the scope of which cannot be defined before design. These services include but are not necessarily limited to:

- a. Additional or separate bid packages.
- b. Prepare permits, erosion control plans and/or Stormwater Pollution Prevention Plan (SWPPP)
- c. Perform topographic survey of areas not specified in the basic scope.
- d. Issue meeting notifications to residents.
- e. Preparation of legal documents and descriptions for permanent easement and rights-of-way.
- f. Surveys to stake easement, rights-of-way or for the use of the utilities in defining their relocation work.
- g. Subsurface Utility Engineering (SUE). If agreed upon in writing this service will be provided by a mutually agreed upon sub-contractor.
- h. Purchase of easement certificates or last deeds of record.
- i. Assist with or perform easement acquisitions, including on-site meetings and various types of correspondence.
- j. Perform full-time or part-time construction observation services for any portion of the project.
- k. Perform post construction monumentation survey.
- l. Attend bi-weekly or regularly scheduled construction meetings at the request of the City.
- m. Prepare plans for sanitary sewer service connection (house to main) for individual property owners.
- n. Sanitary sewer main and/or services design on any of the project sites.

EXHIBIT C

COMPENSATION

The City agrees to pay the Consultant compensation for the services set forth in Exhibit B of this Agreement in accordance with the following:

- 1. BASIC SERVICES – 2018 CARS Program, Johnson Drive Improvements (west City Limits to Kessler Lane):** Compensation for Basic Services as set forth in Exhibit B of this Agreement shall be billed at hourly rates and equipment charges as set forth in the attached hourly billing rate schedule as may be adjusted annually, plus direct expenses. City agrees to pay Consultant/Architect an amount not to exceed \$147,025.00, including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement. In addition, a contingency fee of \$10,000.00 is included to cover items as listed in “Additional Services Covered by Contingency Fee” in Exhibit B of this Agreement.

TOTAL CONTRACT AMOUNT: The total contract amount for Johnson Drive Improvements shall not exceed \$157,025.00.

Payments shall be made no more frequently than monthly as the work of the Consultant progresses, upon the presentation of a proper invoice.

- 2. ADDITIONAL SERVICES:** Compensation for additional services not specified in Exhibit B of this Agreement shall be paid in accordance with the Consultant’s hourly billing rates as set forth in the Hourly Rate Schedule attached to this Agreement and as may be adjusted annually, or as otherwise agreed to in writing by the City and the Consultant.



Affinis Corp
2017 Billing Rate Schedule

Professional Services	Billing Rate
Principal	\$235.00
Senior Project Manager	\$215.00
Project Manager	\$175.00
Senior Engineer II	\$170.00
Senior Engineer I	\$165.00
Engineer III	\$145.00
Engineer II	\$120.00
Engineer I	\$107.00
Intern Engineer (IE) II	\$115.00
Intern Engineer (IE) I	\$100.00
Construction Services Manager	\$140.00
Cost Estimator	\$107.00
Senior Cost Estimator	\$152.00
Project Representative II	\$115.00
Project Representative I	\$95.00
Design Technician II	\$125.00
Design Technician I	\$95.00
CADD Technician II	\$85.00
CADD Technician I	\$80.00
Land Surveyor III	\$160.00
Land Surveyor II	\$105.00
Land Surveyor I	\$100.00
Survey Crew Member II	\$95.00
Survey Crew Member I	\$70.00
One-Person Survey Crew	\$125.00
Project Related Support Services II	\$95.00
Project Related Support Services I	\$75.00
Equipment Charges	
Automobile Mileage	\$0.535/mile
Survey Vehicle Mileage	\$0.70/mile
Boat Rental	\$10.00/hour



**CITY OF MERRIAM
INTEROFFICE MEMORANDUM**

TO: MAYOR AND THE CITY COUNCIL
FROM: KEVIN BRUEMMER, PUBLIC WORKS DIRECTOR
SUBJECT: MAY CIP UPDATE
DATE: JULY 10, 2017

Highlights:

- **Farley Avenue** – All work has been completed, with some sod to be replaced this Fall. City staff will retain \$15,395.14 for sod.
- **SMP Bridge over BNSF Railroad** – All bridge work is complete; the contractor continues removing and replacing medians west of the bridge. Remaining items of work include completion of medians, 2-inch mill/overlay, and traffic signal loops at Mastin, all west of the bridge over BNSF, and pavement patching east of the bridge over BNSF.
- **Residential Streets Group V** – 51st Street curbs and sidewalks have been placed, except for one small section of each, on the SE corner at Switzer.
- **Owen Heights (CMP Repair)** – Bids were opened on Wednesday June 28, 2017, with the apparent low bidder being Kansas Heavy Construction. Anticipated start date of October 16, 2017.
- **Sidewalk In-Fill** – Final plans have been submitted to staff for review. Staff plan to open bids in early August.
- **Antioch Rd. 47th St to 54th Ter** – Contractor has started inlet repairs and sawing curbs for removing. Current schedule is for O'Donnell to be on Antioch milling the concrete pavement the week of July 10th. Realm and Comanche will be completing the concrete patching and bridge items the week of July 17.
- **2017 Mill and Overlay** – All work is complete.
- **54th Ter & Switzer Rd Drainage Improvements** – Design engineer, BHC Rhodes, has begun the design of the new storm drain system and has met with the Utility Companies for coordination. Designer and Staff will be scheduling a meeting with the residents impacted by these improvements.

Capital Improvement Active Project List

Last Updated 7/5/2017

PROJECT NAME	FUNDING SOURCES	* BUDGETED CONSTRUCTION COST	* ACTUAL CONSTRUCTION COST	STATUS	DESIGN CONSULTANT	PUBLIC MEETING #1	PUBLIC MEETING #2	PUBLIC MEETING #3	ENGINEER'S ESTIMATE	BID OPENING	AWARD AT COUNCIL	CONTRACTOR	CONTRACT AMOUNT	NOTICE TO PROCEED	PROJECTED SUBSTANT COMPLETION DATE
2016															
Farley Ave - 67th to 69th St	Special sales tax-Street/stormwater	\$1,872,500		Construction	BHC-Rhodes	6/17/15	11/19/15	6/9/16	\$1,899,097.00	5/10/16	5/23/16	Pyramid Contractors Inc.	\$1,553,547.50	8/1/16	12/24/16
2017															
Residential Group V: 51st St., Merriam Lane Corrugated Metal Pipe Replacement 47th/Eby/Antioch	Special sales tax-Street/stormwater	\$2,326,500		Design	Affinis	6/29/16	9/27/16	12/14/16	\$1,518,784.00	3/6/17	3/13/17	V.F. Anderson	\$1,184,231.28		
	General CIP	\$1,100,000		Design	BHC-Rhodes	4/18/17				6/28/17					
SMP Bridge over BNSF Rail Road & Mill/Overlay West	Special sales tax-Street/stormwater	\$2,843,599		Design	GBA					10/19/16	11/14/16	Comanche Construction, Inc.	\$2,425,574.90		
Sidewalk Infill	General CIP	\$1,815,000		Design	GBA	6/14/17									
Police Department Facility Improvements	General CIP	\$2,400,000		Design/Construction	Hofer Wysocki							Nabholz Construction			
Turkey Creek	General CIP/SMAC	\$5,740,750		TBD-Federal Funding	USACE	7/25/01	10/19/11	8/14/13							
West 54th Ter. & Switzer Rd. Drainage Improvements	General CIP	\$300,000		Design	BHC Rhodes										
2018															
Johson Drive Reconstruction Kessler to West City Limits	CARS/General CIP/Highway	\$946,226		Design	Affinis										

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda items 1-3.

MAYOR'S REPORT

1. No motion.

FINANCE AND ADMINISTRATION

1. No motion.
2. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. Move that the council approve final acceptance of the Farley Avenue Reconstruction Project.
2. Move that the council approve a Professional Services Agreement with Affinis, Corp. for design services for Johnson Drive Improvements (Kessler Ln. to West City limits).
3. No motion.

STAFF ITEMS

EXECUTIVE SESSION