

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING
CEMETERY BOARD MEETING
PUBLIC BUILDING COMMISSION MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, JULY 20, 2015
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a. Approval of Minutes – Special Council Meeting of June 1, 2015 (highlighted in document) and Regular Council Meeting of June 15, 2015.
 - b. Receive and File Planning Commission Minutes of May 7, 2015.
 - c. Cash Disbursements from June 1, 2015 thru June 30, 2015 in the amount of \$348,842.81 (Check #60651 thru #60802).
- 7) Old Business
None
- 8) New Business
 - A. 2016 City Budget
 - B. Austin Peters Employee Compensation Study
 - C. Vacation Case V02-015 37th and Maize Road

* Recess City Council Meeting and Convene Maize Park Cemetery Board Meeting:

**MAIZE PARK CEMETERY BOARD
REGULAR MEETING**

**AGENDA
CHAIRPERSON KAREN FITZMIER PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Approval of Minutes – Regular Cemetery Board Meeting of August 4, 2014
- 5) Re-Appointment of 4-year Term/Election of Officers
- 6) Public Comments
- 7) New Business:
 - A. 2016 Maize Park Cemetery Budget
- 8) Adjournment

**Convene meeting of the Maize Public Building Commission*

**MAIZE PUBLIC BUILDING COMMISSION
AGENDA
PRESIDENT CLAIR DONNELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of the Agenda
- 4) New Business
 - A. Evans Building Company Contract
- 5) Adjournment

* Reconvene the City Council Meeting

**MAIZE CITY COUNCIL
REGULAR MEETING
AGENDA
(continued)**

- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Mayor's Report
 - Council Member's Reports
- 10) Executive Session
- 11) Adjournment

**MINUTES-ANNUAL MEETING
MAIZE PUBLIC BUILDING COMMISSION
Monday, June 1, 2015**

The Maize Public Building Commission met in an annual meeting at 6:00 p.m., **Monday, June 1, 2015** in the Maize City Hall, 10100 Grady Avenue, with **Chairman Clair Donnelly** presiding. Commissioners present were **Donna Clasen, Alex McCreath, Kevin Reid, Pat Stivers, and Karen Fitzmier.**

Also present were: **Richard LaMunyon**, City Administrator; **Rebecca Bouska**, Deputy City Administrator; **Jocelyn Reid** City Clerk, **Sue Villarreal**, City Treasurer; **Jolene Allmond**, Executive Assistant; **Matt Jensby**, Police Chief; **Ron Smothers**, Public Works Director and **Kim Bell**, Bond Counsel.

APPROVAL OF AGENDA:

The agenda was submitted for Commission approval.

MOTION: **Clasen** moved to approve the Agenda as presented.
Stivers seconded. Motion declared carried.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of the minutes of the March 17, 2014 annual meeting
- b) Receive and file Auditor's Financial Summary for period ending December 31, 2014

PUBLIC WORKS FACILITY:

Bids and additional costs for construction of a public works facility were submitted for Commission approval.

MOTION: **Clasen** moved to accept the bid from Evans Building Co. in the amount of \$818,550 and authorize additional costs for technology, equipment, furniture and appliances in the amount of \$200,000 for a total amount of \$1,018,550 subject to funding.
Fitzmier seconded. Motion declared carried 4-2 with **Reid** and **McCreath** voting no.

MAIZE CITY PARK SPLASH PARK FEATURE:

Bids and additional costs for construction of a splash pad in the City park were submitted for Commission approval.

MOTION: **Clasen** moved to accept the Power/Play Vortex bid in the amount of \$208,000 and authorize additional costs for site preparation, water and sewer installation and optional landscaping in the amount of \$67,000 for a total amount of \$275,000 subject to funding.
Reid seconded. Motion declared carried 5-1 with **Stivers** voting no.

MAIZE CITY PARK RESTROOMS:

Bids and additional costs for construction of restroom facilities in the City park were submitted for Council approval.

MOTION: **Clasen** moved to accept the Chris Farber Construction bid in the amount of \$74,565 and authorize additional costs for sidewalks and additional concrete work in the amount of \$25,000 for a total amount of \$99,565 subject to funding.
Fitzmier seconded. Motion declared carried.

Chairman Donnelly recessed the Public Building Commission meeting and convened the Special Meeting of the Maize City Council.

SPECIAL MEETING OF THE MAIZE CITY COUNCIL:

The Maize City Special Council Meeting was called to order at 6:30 pm with **Mayor Clair Donnelly** presiding. Councilmembers present were **Donna Clasen, Alex McCreath, Kevin Reid, Pat Stivers, and Karen Fitzmier.**

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

MOTION: *Clasen* moved to approved the agenda as submitted.
McCeath seconded. Motion declared carried.

CHARTER ORDINANCE EXECPTING CITY FROM PROVISIONS OF K.S.A. 12-1758 AND K.S.A 12-1767:

A charter ordinance providing certain exceptions to some provisions of K.S.A. 12-1758 and K.S.A. 12-1757 was submitted for Council approval. This charter ordinance eliminates any question regarding authority for the issuance of the bonds for the City splash park and restrooms.

MOTION: *Clasen* moved to approve the charter ordinance.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Charter Ordinance #27-15.

RESOLUTION REQUESTING THE MAIZE PUBLIC BUILDING COMMISSION TO ISSUE REVENUE BONDS FOR PUBLIC WORKS FACILITY:

A resolution requesting the Maize Public Building Commission to issue revenue bonds to pay for the construction of a public works facility was submitted for Council approval.

MOTION: *Clasen* moved to approve the resolution requesting the Maize Public Building Commission issue revenue bonds in an amount not to exceed \$1,125,000 for the construction of the public works facility.
Fitzmier seconded. Motion declared carried with *Reid* and *McCreath* voting no.

City Clerk assigned Resolution #572-15.

RESOLUTION REQUESTING THE MAIZE PUBLIC BUILDING COMMISSION ISSUE REVENUE BONDS FOR THE SPLASH PAD AND RESTROOMS AT THE CITY PARK:

A resolution requesting the Maize Public Building Commission to issue revenue bonds to pay for the construction of a splash pad and restrooms at the City park was submitted for Council approval.

MOTION: *Clasen* moved to approve the resolution requesting the Maize Public Building Commission to issue revenue bonds in an amount not to exceed \$425,000 for the construction of a splash pad and restrooms at the City park.
Fitzmier seconded. Motion failed 2-3. *McCreath*, *Stivers* and *Reid* voted no. *Clasen* and *Fitzmier* voted yes.

ADJOURNMENT:

With no further business before the Council,

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

Chairman Donnelly reconvened the *Maize Public Building Commission* meeting.

MAIZE PUBLIC BUILDING COMMISSION REVENUE BONDS RESOLUTION OF INTENT:

A resolution of intent to issue revenue bonds for the construction of a public works facility was submitted for Commission approval.

MOTION: *Clasen* moved to approve the Maize Public Building Commission resolution of intent of issue revenue bonds in an amount not to exceed \$1,125,000 for the construction of a public works facility.
Fitzmier seconded. Motion declared 4-2 with *McCreath* and *Reid* voting no.

ADJOURNMENT:

With no further business before the Commission,

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

Respectfully submitted by:

Jocelyn Reid, CMC
City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, June 15, 2015**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **June 15, 2015** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Pat Stivers, Karen Fitzmier, Donna Clasen, Kevin Reid. Alex McCreath** was absent.

Also present were: **Richard LaMunyon**, City Administrator, **Jocelyn Reid**, City Clerk, **Matt Jensby**, Police Chief, **Ron Smothers**, Public Works Director, **Bill McKinley**, City Engineer, **Kim Edgington**, Planning Administrator and **Kim Bell**, Bond Counsel.

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

MOTION: **Clasen** moved to approve the Agenda as submitted.
Stivers seconded. Motion declared carried.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Council Meeting Minutes of May 18, 2015
- b) Cash Disbursement Report from May 1, 2015 through May 31, 2015 in the amount of \$476,473.55 (Check #60462 through #60650)

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

AMENDING INDUSTRIAL REVENUE BONDS RESOLUTION:

A resolution amending Resolution #569-15 to issue industrial revenue bonds for Aero-Tech Engineering was submitted for Council approval. The new IRB tenant is RAW Investments, Inc. which is buying the land and building the facility for Aero-Tech Engineering. RAW Investments will sub-lease the facility to Aero-Tech Engineering.

MOTION: **Fitzmier** moved to approve the amending resolution to determine the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction and equipping Aero-Tech Engineering in Maize.
Reid seconded. Motion declared carried.

City Clerk assigned Resolution #574-15.

45TH STREET BIDS AND CONTRACT:

Construction bids and contract for improvements on 45th Street from Maize Road to just east of Tyler Road were submitted for Council approval.

MOTION: **Clasen** moved to accept the Cornejo & Sons bid and approve the contract with Cornejo & Sons in an amount not to exceed \$192,462 and authorize the Mayor to sign.
Reid seconded. Motion declared carried.

ZONING CASE #Z-02-015:

A request for a zone change from SF-5 Single Family Residential to LC Limited Commercial with a conditional use for outdoor recreation and entertainment at 9100 W 61st St. N was submitted for Council approval. The property is limited to horse boarding only and those uses allowed in SF-5 Single Family Residential and no more than 10 horses shall be boarded. Also, lighting must be directed from neighboring property owners.

MOTION: **Clasen** moved to approve and adopt the ordinance for a zone change within Maize city limits.
Stivers seconded. Motion declared carried 4-1 with **McCreath** voting no.

City Clerk assigned Ordinance #900.

ADJOURNMENT:

With no further business before the Council,

MOTION: *Reid* moved to adjourn.
 Clasen seconded. Motion declared carried.
 Meeting adjourned.

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, MAY 7, 2015**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, May 7, 2015, for a Regular Meeting with **Gary Kirk** presiding. The following Planning Commission members were present: **Mike Burks, Bryant Wilks, Andy Sciolaro, Gary Kirk, Bryan Aubuchon** and **Jennifer Herington**. Planning Commissioner not present was **Gerald Woodard**.

Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; **Bill McKinley**, City Engineer and **Artemio Gonzalez**, Applicant.

APPROVAL OF AGENDA

MOTION: **Sciolaro** moved to approve the agenda as presented.
Wilks seconded the motion.
Motion carried unanimously.

APPROVAL OF MINUTES

MOTION: **Herington** moved to approve the April 2, 2015 minutes as presented:
Burks seconded the motion.
Motion carried unanimously.

OLD BUSINESS – PLANNING COMMISSION

Z-01-015 Zone change request for approximately 2.56 acres at 9100 W 61st Street North from SF-5 Single-Family Residential to LC Limited Commercial with Conditional Use for Outdoor Entertainment (to allow horse boarding stables).

Gonzalez was present to address questions from the commissioners.

Edgington suggested a Protective Overlay to restrict the use of the property.

MOTION: **Sciolaro** moved to approve Z-01-015 Zone change request for approximately 2.56 acres at 9100 W 61st Street North from SF-5 Single-Family Residential to LC Limited Commercial with Conditional Use for Outdoor Entertainment (to allow horse boarding stables) with a Protective Overlay outlining the following conditions:

- 1) Limit outdoor entertainment to boarding only
- 2) Lighting must be directed away from neighboring properties
- 3) Maximum of 10 horses

Herington seconded the motion.

Kirk requested a roll call vote to approve Z-01-015 Zone change request.

Burks – yes

Wilks – yes

Sciolaro - yes

Kirk – yes

Aubuchon - yes

Herington - yes

Motion carried unanimously.

ADJOURNMENT:

MOTION: With no further business before the Planning Commission,
Burks moved to adjourn.
Wilks seconded the motion.
Motion carried unanimously.

Meeting adjourned at 7:40 PM.

Sue Villarreal
Recording Secretary

Gary Kirk
Chairman

CITY OF MAIZE

Cash and Budget Position

Thru May 31, 2015

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 791,008.61	\$ 591,814.40	\$ 345,566.39	\$ 1,037,256.62	\$ 3,406,860.00	\$ 2,006,836.53	\$ 1,857,618.78	\$ 1,549,241.22	45.47%
02	Street Fund	135,674.25	22,827.13	35,842.82	122,658.56	280,300.00	148,966.19	154,302.61	125,997.39	44.95%
04	Capital Improvements Fund	313,368.30	64,830.28	-	378,198.58	1,216,000.00	388,840.94	393,263.17	822,736.83	67.66%
5	Long-Term Projects	(871,826.96)	-	-	(871,826.96)	-	167,017.67	729,381.01		
10	Equipment Reserve	(190.59)	21,271.43	5,673.00	15,407.84	255,000.00	129,116.93	214,338.87	40,661.13	15.95%
11	Police Training Fund	1,020.44	216.00	484.95	751.49	7,500.00	1,416.00	2,769.95	4,730.05	63.07%
12	Municipal Court Fund	10,231.51	3,311.00	-	13,542.51	-	10,623.30	4,929.14		
16	Bond & Interest Fund	1,112,666.27	531,068.87	-	1,643,735.14	2,356,834.00	1,567,147.46	422,179.22	1,934,654.78	82.09%
19	Wastewater Reserve Fund	168,042.14	3,000.00	12,367.60	158,674.54	-	87,789.37	52,552.01		
20	Wastewater Treatment Fund	544,151.53	79,277.71	76,489.32	546,939.92	701,000.00	418,205.67	390,408.48	310,591.52	44.31%
21	Water Fund	399,273.98	61,846.07	81,085.89	380,034.16	754,500.00	394,996.59	411,104.71	343,395.29	45.51%
22	Water Reserve Fund	92,148.81	3,000.00	-	95,148.81	-	18,000.00	-	-	
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-		
38	Cafeteria Plan	536.27	1,230.18	-	1,766.45	-	7,996.17	8,203.60		
40	Carlson Assessments Fund	-	-	-	-	-	-	18,515.21		
47	53rd & Maize Road Expansion	-	-	-	-	-	-	13,113.02		
61	Carriage Crossing VI	-	-	-	-	-	-	114,403.53		
71	Fiddlers Cove 3rd	-	-	-	-	-	-	(342.00)		
73	Hampton Lakes Commercial	-	-	-	-	-	166,544.67	179,612.67		
74	Hampton Lakes 2nd Addition	-	-	-	-	-	17,044.67	63,840.04		
76	Series 2013B Refunding Bonds	-	-	-	-	-	-	463.25		
98	Maize Cemetery	175,495.01	5,173.83	4,081.48	176,587.36	139,901.00	21,582.41	11,079.37	128,821.63	92.08%
	Report Totals	\$ 3,289,804.23	\$ 1,388,866.90	\$ 561,591.45	\$ 4,117,079.68	\$ 9,117,895.00	\$ 5,552,124.57	\$ 5,041,736.64	\$ 5,260,829.84	57.70%

CITY OF MAIZE

Bank Reconciliation Report

For June 2015

Fund Balances

FUND	NAME	BEGIN			END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD	
01	General Fund	\$ 791,008.61	\$ 591,814.40	\$ 345,566.39	\$ 1,037,256.62	
02	Street Fund	135,674.25	22,827.13	35,842.82	122,658.56	
04	Capital Improvements Fund	313,368.30	64,830.28	-	378,198.58	
05	Long-Term Projects	(871,826.96)	-	-	(871,826.96)	
10	Equipment Reserve Fund	(190.59)	21,271.43	5,673.00	15,407.84	
11	Police Training Fund	1,020.44	216.00	484.95	751.49	
12	Municipal Court Fund	10,231.51	3,311.00	-	13,542.51	
16	Bond & Interest Fund	1,112,666.27	531,068.87	-	1,643,735.14	
19	Wastewater Reserve Fund	168,042.14	3,000.00	12,367.60	158,674.54	
20	Wastewater Treatment Fund	544,151.53	79,277.71	76,489.32	546,939.92	
21	Water Fund	399,273.98	61,846.07	81,085.89	380,034.16	
22	Water Reserve Fund	92,148.81	3,000.00	-	95,148.81	
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	
38	Cafeteria Plan	536.27	1,230.18	-	1,766.45	
40	Carlson Assessments Fund	-	-	-	-	
47	53rd & Maize Road Expansion	-	-	-	-	
61	Carriage Crossing VI	-	-	-	-	
71	Fiddlers Cove 3rd	-	-	-	-	
73	Hampton Lakes Commercial	-	-	-	-	
74	Hampton Lakes 2nd Addition	-	-	-	-	
76	Series 2013 B Refunding Bonds	-	-	-	-	
98	Maize Cemetery	175,495.01	5,173.83	4,081.48	176,587.36	
Totals All Fund		\$ 3,289,804.23	\$ 1,388,866.90	\$ 561,591.45	\$ 4,117,079.68	

Bank Accounts and Adjustments

Halstead Checking Account	\$ 254,269.93	\$ 1,240,188.58	\$ 1,242,416.62	\$ 252,041.89
Outstanding Items				\$ (74,050.88)
Halstead Bank Money Market Account	2,961,742.50	800,758.81	-	3,762,501.31
Maize Cemetery CD 85071	90,841.52	-	-	90,841.52
Maize Cemetery Operations	84,567.83	5,173.83	3,995.82	85,745.84
Totals All Banks	\$ 3,391,421.78	\$ 2,046,121.22	\$ 1,246,412.44	\$ 4,117,079.68

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, July 20, 2015**

AGENDA ITEM #8A

ITEM: **PROPOSED 2016 BUDGET FOR PUBLICATION**

BACKGROUND:

The 2016 proposed budget has been prepared for consideration and action.

Council and staff met in a budget workshop on July 13th to finalize the proposed budget. The attached 2016 budget was adjusted as per Council discussion.

- Public works building lease payment was moved from Debt Service Fund to General Fund. This also moved the total mill levy to the General Fund.
- Funding for the new Public Works facility building is 10 years at an estimated annual cost of \$130,000.
- The WWTP Study expense (\$12,927) for 2015 was moved from Wastewater Reserve to the Wastewater Fund.
- The 2015 transfer from Wastewater to Wastewater Reserve was reduced to offset this change.

The proposed 2016 budget is in compliance with State law and supported by the City Administrator, City Clerk, Department Heads and the City's Financial Advisor.

The proposed budget supports all operations and all other financial obligations through 2016.

The estimated mill levy for the 2016 proposed budget is 43.028 mills compared to 43.036 this year.

FINANCIAL CONSIDERATIONS:

The attached budget reflects a slight decrease in the mill levy.

LEGAL CONSIDERATIONS:

Compliance with state law regarding forms and budget schedule has been accomplished.

RECOMMENDATION/ACTION:

1. Accept the proposed 2016 Budget as presented
2. Authorize publication of the proposed budget in The Clarion.
3. Set the public hearing on the proposed budget for Monday, August 3, 2015 at 7:00 pm.

City of Maize

2016

Computation to Determine Limit for 2016

	Amount of Levy
1. Total tax levy amount in 2015 budget	+ \$ 1,475,513
2. Debt service levy in 2015 budget	- \$ 171,635
3. Tax levy excluding debt service	<u>\$ 1,303,878</u>

2015 Valuation Information for Valuation Adjustments

4. New improvements for 2015:	+ <u>2,620,997</u>	
5. Increase in personal property for 2015:		
5a. Personal property 2015	+ <u>204,099</u>	
5b. Personal property 2014	- <u>254,259</u>	
5c. Increase in personal property (5a minus 5b)	+ <u>0</u>	
		(Use Only if > 0)
6. Valuation of annexed territory for 2015:		
6a. Real estate	+ <u>52,762</u>	
6b. State assessed	+ <u>0</u>	
6c. New improvements	- <u>0</u>	
6d. Total adjustment (sum of 6a, 6b, and 6c)	+ <u>52,762</u>	
7. Valuation of property that has changed in use during 2015:	<u>26,616</u>	
8. Total valuation adjustment (sum of 4, 5c, 6d & 7)	<u>2,700,375</u>	
9. Total estimated valuation July 1, 2015	<u>37,197,037</u>	
10. Total valuation less valuation adjustment (9 minus 8)	<u>34,496,662</u>	
11. Factor for increase (8 divided by 10)	<u>0.07828</u>	
12. Amount of increase (11 times 3)	+ \$ <u>102,067</u>	
13. 2016 budget tax levy, excluding debt service, prior to CPI adjustment (3 plus 12)	\$ <u>1,405,945</u>	
14. Debt service levy in this 2016 budget	<u>0</u>	
15. 2016 tax levy, including debt service, prior to CPI adjustment (13 plus 14)	<u>1,405,945</u>	
16. Consumer Price Index for all urban consumers for calendar year 2014	<u>1.60%</u>	
17. Consumer Price Index adjustment (3 times 16)	\$ <u>20,862</u>	
18. Maximum levy for budget year 2016, including debt service, not requiring 'notice of vote publication.' (15 plus 17)	\$ <u>1,426,807</u>	

If the 2016 adopted budget includes a total property tax levy exceeding the dollar amount in line 18 you must publish notice of vote by the governing body to adopt such budget in the official county newspaper and attach a copy of the published notice to this budget.

In no event will published notice of the vote be required if the total budget year tax levy is \$1,000 or less.

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2015	Date Due		Amount Due 2015		Amount Due 2016	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series A 2007	4/24/2007	4/24/2022	5.00	1,162,741	730,000	4/1 & 10/1	10/1	29,355	80,000	26,275	80,000
Series B 2007	9/27/2007	9/1/2028	4.00	4,941,983	4,035,000	3/1 & 9/1	9/1	169,693	210,000	159,293	220,000
Series 2010 GO Refunding	11/19/2010	9/1/2017	2.19	1,753,000	1,270,000	3/1 & 9/1	9/1	3,890	60,000	2,270	65,000
Series A 2011	9/23/2011	10/1/2032	3.36	4,630,000	4,235,000	4/1 & 10/1	10/1	127,645	200,000	123,145	200,000
Series A 2013	3/22/2013	9/1/2033	3.48	3,840,000	3,715,000	3/1 & 9/1	9/1	116,200	165,000	112,900	165,000
Series B 2013B Refunding	8/23/2013	9/1/2028	3.23	2,115,000	2,115,000	3/1 & 9/1	9/1	57,845	175,000	54,345	165,000
Series A 2014	11/26/2014	10/1/2034	3.66	2,795,000	2,795,000	4/1 & 10/1	10/1	84,369	45,000	98,683	35,000
Series A 2015	2/10/2015	10/1/2035	2.76	3,415,000	0	4/1 & 10/1	10/1	0	57,065	92,538	160,000
Total G.O. Bonds					18,895,000			588,997	992,065	669,449	1,090,000
Revenue Bonds:											
Water Revenue Bond	1/15/2006	8/1/2031	4.15	5,335,000	4,345,000	2/1 & 8/1	8/1	228,018	165,000	220,263	175,000
WW Refunding Rev Bond	8/30/2012	9/1/2018	1.20	1,135,000	725,000	3/1 & 9/1	9/1	7,488	200,000	5,788	200,000
Water Rev Bond 2014A	10/29/2014	10/1/2038	3.75	285,000	285,000	4/1 & 10/1	10/1	9,015	0	9,775	0
WW Rev Bond 2014A	10/29/2014	10/1/2038	3.57	995,000	995,000	4/1 & 10/1	10/1	29,580	0	32,075	0
Total Revenue Bonds					6,350,000			274,101	365,000	267,901	375,000
Other:											
Temp Notes Series A 2013	3/28/2013	4/1/2015	1.04	4,028,040	2,978,040						
Temp Notes Series B 2013	9/23/2013	10/1/2015	0.80	1,090,000	1,090,000						
Total Other					4,068,040			0	0	0	0
Total Indebtedness					29,313,040			863,098	1,357,065	937,350	1,465,000

City of Maize

2016

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	466,192	498,767	457,980
Receipts:			
Ad Valorem Tax	34,065	163,053	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	575	600	500
Motor Vehicle Tax	3,294	4,500	5,000
Recreational Vehicle Tax			203
16/20M Vehicle Tax			67
Commercial Vehicle Tax			614
Watercraft Tax			0
Special Assessments	1,257,413	1,300,000	1,500,000
Transfer from Wastewater	203,853	239,547	237,863
Transfer from Water	395,456	402,154	405,038
Refund from Maize Road Project		55,693	
Interest on Idle Funds	485	500	500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,895,141	2,166,047	2,149,785
Resources Available:	2,361,333	2,664,814	2,607,765
Expenditures:			
Bond Principal	1,045,000	1,325,000	1,465,000
Bond Interest	817,566	881,834	937,350
Cash Reserve			150,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	1,862,566	2,206,834	2,552,350
Unencumbered Cash Balance Dec 31	498,767	457,980	xxxxxxxxxxxxxxxxxxx
2014/2015/2016 Budget Authority Amount	2,191,290	2,356,834	2,552,350
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,552,350
		Tax Required	0
	Delinquent Comp Rate: 5.0%		0
	Amount of 2015 Ad Valorem Tax		0

Adopted Budget Capital Improvements	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	418,718	382,621	291,438
Receipts:			
Ad Valorem Tax	0	0	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	47	100	100
Motor Vehicle Tax	0	0	0
Recreational Vehicle Tax	0	0	0
16/20M Vehicle Tax	0	0	0
Commercial Vehicle Tax	0	0	0
Watercraft Tax	0	0	0
Transfer from General Fund	175,000	775,000	488,000
Interest on Idle Funds	2,091	2,000	1,500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	177,138	777,100	489,600
Resources Available:	595,856	1,159,721	781,038
Expenditures:			
Academy Avenue Improvements	0	367,283	0
Park Improvements	65,069	114,000	215,000
Maintenance Building	5,600	2,000	0
Street Improvements	142,566	375,000	375,000
Bike Paths/Sidewalks	0	10,000	75,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	213,235	868,283	665,000
Unencumbered Cash Balance Dec 31	382,621	291,438	xxxxxxxxxxxxxxxxxxx
2014/2015/2016 Budget Authority Amount	564,000	1,216,000	665,000
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	665,000
		Tax Required	0
	Delinquent Comp Rate: 5.0%		0
	Amount of 2015 Ad Valorem Tax		0

City of Maize

2016

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	105,358	127,984	154,527
Receipts:			
State of Kansas Gas Tax	97,501	95,360	96,290
County Transfers Gas	42,401	45,000	41,130
Transfer from General Fund	150,000	150,000	150,000
Interest on Idle Funds			
Miscellaneous	325	4,081	
Does miscellaneous exceed 10% Total Rec			
Total Receipts	290,227	294,441	287,420
Resources Available:	395,585	422,425	441,947
Expenditures:			
Salaries & Wages	123,801	142,500	159,500
Operating Expenses	132,419	117,340	124,600
Snow/Ice Removal	11,381	8,058	10,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	267,601	267,898	294,100
Unencumbered Cash Balance Dec 31	127,984	154,527	147,847
2014/2015/2016 Budget Authority Amount	268,000	280,300	294,100

Adopted Budget

Law Enforcement Training	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	5,996	2,105	1,105
Receipts:			
Maize Police Training	2,548	3,000	3,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,548	3,000	3,000
Resources Available:	8,544	5,105	4,105
Expenditures:			
Maize Police Training	5,992	4,000	2,000
Maize Police Training Equipment	447		
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	6,439	4,000	2,000
Unencumbered Cash Balance Dec 31	2,105	1,105	2,105
2014/2015/2016 Budget Authority Amount	10,000	7,500	2,000

City of Maize

2016

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Wastewater Reserve	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	142,264	123,437	176,675
Receipts:			
Transfer from Wastewater	47,147	23,073	36,000
Reimbursement from Fieldstone		45,642	0
Abengoa		24,148	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	47,147	92,863	36,000
Resources Available:	189,411	216,300	212,675
Expenditures:			
Equipment Replacement	7,498	17,052	
Fieldstone Manhole Repair	47,067	22,573	
WWTP Study	11,409	0	
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	65,974	39,625	0
Unencumbered Cash Balance Dec 31	123,437	176,675	212,675
2014/2015/2016 Budget Authority Amount	0	0	0

See Tab A

See Tab C

Adopted Budget

Equipment Reserve	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	96,950	100,631	113,106
Receipts:			
Transfer from General Fund	150,000	255,000	230,000
Interest on Idle Funds	183	300	300
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	150,183	255,300	230,300
Resources Available:	247,133	355,931	343,406
Expenditures:			
Trucks/Heavy Equipment	28,001	137,825	100,000
Computers/Technology	42,417	50,000	50,000
Police Dept Equipment	76,084	55,000	80,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	146,502	242,825	230,000
Unencumbered Cash Balance Dec 31	100,631	113,106	113,406
2014/2015/2016 Budget Authority Amount	195,000	255,000	230,000

City of Maize

2016

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Wastewater	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	367,640	519,149	534,269
Receipts:			
User Fees	672,877	647,514	660,000
Installation Fees	78,200	26,500	25,000
Plant Equity Fees	93,000	30,000	27,500
Interest on Idle Funds	2,236	2,000	1,500
Miscellaneous		10,050	
Does miscellaneous exceed 10% Total Rec			
Total Receipts	846,313	716,064	714,000
Resources Available:	1,213,953	1,235,213	1,248,269
Expenditures:			
Salaries & Wages	218,480	227,924	234,000
Operating Expenses	225,324	210,400	206,137
Transfer to Debt Service	203,853	239,547	237,863
Transfer to Wastewater Reserve	47,147	23,073	36,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	694,804	700,944	714,000
Unencumbered Cash Balance Dec 31	519,149	534,269	534,269
2014/2015/2016 Budget Authority Amount	707,000	701,000	714,000

Adopted Budget

Water	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	323,958	396,148	397,910
Receipts:			
User Fees	571,788	615,000	630,000
Tower Rent	25,897	52,000	52,000
Water Tap Fees	82,450	30,000	30,000
Water Connection Fees	24,173	17,000	17,000
Plant Equity Fees	96,000	33,000	33,000
Water Tax	6,443	6,593	7,000
Interest on Idle Funds	628	700	500
Miscellaneous	1,923	1,934	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	809,302	756,227	769,500
Resources Available:	1,133,260	1,152,375	1,167,410
Expenditures:			
Salaries & Wages	194,289	182,500	195,362
Operating Expenses	111,367	133,811	133,100
Transfer to Debt Service	395,456	402,154	405,038
Transfer to Water Reserve	36,000	36,000	36,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	737,112	754,465	769,500
Unencumbered Cash Balance Dec 31	396,148	397,910	397,910
2014/2015/2016 Budget Authority Amount	749,600	754,500	769,500

City of Maize

2016

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Water Reserve	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	90,564	77,149	113,149
Receipts:			
Transfer from Water	36,000	36,000	36,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	36,000	36,000	36,000
Resources Available:	126,564	113,149	149,149
Expenditures:			
Equipment	49,415	0	
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	49,415	0	0
Unencumbered Cash Balance Dec 31	77,149	113,149	149,149
2014/2015/2016 Budget Authority Amount	35,000	0	0

See Tab A

Adopted Budget

Adopted Budget Water Bond Debt Reserve	Prior Year Actual for 2014	Current Year Estimate for 2015	Proposed Budget Year for 2016
Unencumbered Cash Balance Jan 1	268,000	268,000	268,000
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	268,000	268,000	268,000
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	268,000	268,000	268,000
2014/2015/2016 Budget Authority Amount	0	0	0

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JULY 20, 2015**

AGENDA ITEM # 8B

ITEM: Austin Peters Employee Compensation Study Results

BACKGROUND:

On March 16, 2015 the City Council authorized the Letter of Understanding for a Compensation study with the Austin Peters Group. The cost of the study was \$7,800. Since that time, staff and Council have provided information to the Austin Peters Group regarding the salary survey.

As a result of the study, a recommended pay plan with pay ranges by job description was created. The attached study was provided and discussed to Council at the July 13, 2015 Budget Workshop.

After discussions with Staff, Council Members, and the Austin Peters Group a recommended dollar impact of the study for council consideration was developed as follows:

- \$54,168 included in the 2016 Budget to implement the consultant's recommendation. This includes all revised salary considerations as well as benefits such as FICA, KPERS, Medicare, and unemployment).
- No % funding change (city 80% - employee 20%) was recommended in health insurance. It should be noted that the City's current plan will probably not be available after 2017. A different plan will need to be considered at that time.

FINANCIAL CONSIDERATIONS:

There is \$54,168 proposed for the 2016 budget to fund the Austin Peters Group recommendation.

LEGAL CONSIDERATIONS:

None at this time

RECOMMENDATION/ACTION:

1. Receive and file the Austin Peters Group findings and recommendations dated July 7, 2015.
2. Direct staff to revise the Personnel Policy Manual to reflect the recommendations.
3. Return the revised policy to Council for approval.



Findings

City of Maize, Kansas - Compensation Study

Report Date July 7, 2015

THE
AUSTIN PETERS
GROUP, INC.



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

I. Background and Introduction

The City of Maize engaged the services of The Austin Peters Group, Inc., based in Overland Park, Kansas. The service engagement was to conduct a market study so that adjustments to ranges and individual compensation could be identified to align the City with its peers.

II. Methodology & Process

The scope of work to be performed included conducting a market wage and benefits survey of the market competitors include: Cities of Andover, Bel Aire, Beloit, Derby, Ellsworth, Fairway, Garnett, Goddard, Haysville, Hesston, Hiawatha, Holton, Kingman, Lindsborg, Lyons, Marysville, Mission Hills, Park City, Rose Hill, Scott City, Valley Center, Wichita, Sedgwick County.

Benchmark positions used are well defined so that all organizations can agree on their meaning. The job worth of the positions is valued based on their comparison to the external market. The survey requested a full range of data from the competitors to ensure that a strong and statistically accurate comparison is possible. This data included: salary minimum, mid-point, maximum, and current average pay levels.

III. Executive Summary

The City of Maize engaged the services of The Austin Peters Group, Inc. to conduct a market review for the City's positions. The survey instrument designed collected information on 27 positions as of April 1, 2015. The results of the findings are summarized on the following pages.

IV. Implementation

Based on the findings of the study and the financial conditions of the City of Maize, it is recommended that implementation of the recommendations begin January 1, 2016.

V. Benchmark Positions (Overall Results)

The data collected by each position is listed in Table 1: Market Survey Results by Title for range minimum, range maximum and actual hourly rates of pay for the market. Table 1 below shows the results of the findings and the associated Charts in Appendix 1: Market Results by Title illustrate the differences.

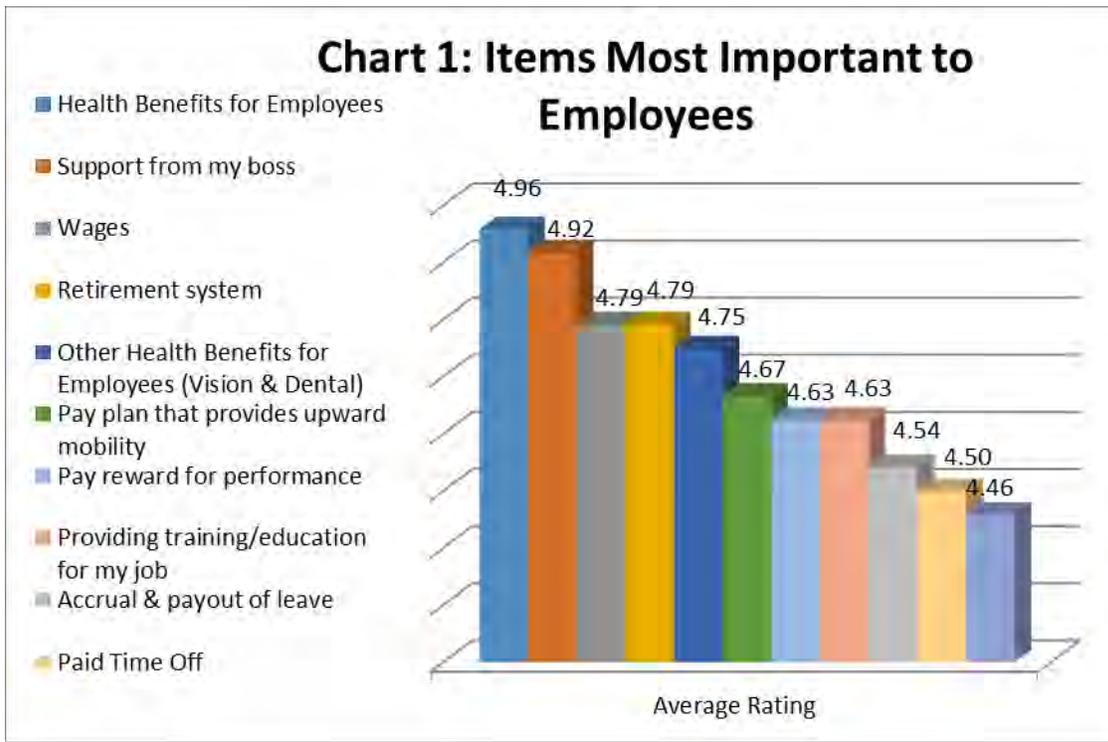
Table 1: Market Survey Results by Title	Company	Minimum Salary (Hourly)	Maximum Salary (Hourly)	Actual Hourly Rate
City Clerk	City of Maize	\$19.42	\$27.57	\$24.36
City Clerk	Average of All Data	\$25.01	\$35.46	\$26.52
City Engineer	City of Maize	\$28.64	\$40.80	\$39.78
City Engineer	Average of All Data	\$32.24	\$52.51	\$40.48
City Treasurer & Deputy City Clerk	City of Maize	\$17.48	\$24.81	\$21.92
City Treasurer & Deputy City Clerk	Average of All Data	\$23.48	\$36.79	\$22.39
Code Enforcement Officer	City of Maize	\$14.02	\$20.00	\$18.50
Code Enforcement Officer	Average of All Data	\$18.29	\$25.07	\$21.34
Customer Service Clerk	City of Maize	\$11.74	\$16.68	\$13.67
Customer Service Clerk	Average of All Data	\$13.26	\$19.26	\$14.57
Deputy City Administrator	City of Maize	\$22.91	\$32.53	\$28.75
Deputy City Administrator	Average of All Data	\$31.18	\$51.56	\$33.09
Executive Assistant	City of Maize	\$12.01	\$17.06	\$15.84
Executive Assistant	Average of All Data	\$14.54	\$23.58	\$17.89
Municipal Court Clerk	City of Maize	\$12.58	\$17.87	\$14.65
Municipal Court Clerk	Average of All Data	\$13.65	\$20.48	\$17.15
Planning Administrator	City of Maize	\$24.80	\$35.35	\$34.47
Planning Administrator	Comparable Data not available	n/a	n/a	n/a
Police Chief	City of Maize	\$25.41	\$36.08	\$29.57
Police Chief	Average of All Data	\$30.42	\$47.58	\$35.66
Police Detective	City of Maize	\$15.42	\$22.00	\$19.88
Police Detective	Average of All Data	\$18.73	\$28.07	\$23.05
Police Lieutenant/Assistant Chief	City of Maize	\$20.41	\$28.98	\$24.37
Police Lieutenant/Assistant Chief	Average of All Data	\$23.52	\$31.81	\$24.02
Community Police Officer	City of Maize	\$13.87	\$19.69	\$17.84
Community Police Officer	Average of All Data	\$15.66	\$24.22	\$18.77

Table 1: Market Results by Title (continued)	Company	Minimum Salary (Hourly)	Maximum Salary (Hourly)	Actual Hourly Rate
Patrol Officer	City of Maize	\$13.79	\$19.58	\$18.08
Patrol Officer	Average of All Data	\$16.53	\$24.50	\$17.04
Police Records Clerk	City of Maize	\$12.01	\$17.06	\$17.06
Police Records Clerk	Average of All Data	\$18.08	\$25.78	\$22.06
Police Sergeant	City of Maize	\$17.20	\$24.42	\$22.68
Police Sergeant	Average of All Data	\$19.46	\$29.47	\$24.30
Custodian	City of Maize	\$10.55	\$14.98	\$14.98
Custodian	Average of All Data	\$9.87	\$15.46	\$12.59
Director of Public Works	City of Maize	\$24.76	\$35.14	\$30.30
Director of Public Works	Average of All Data	\$33.33	\$52.87	\$36.41
Maintenance Worker I	City of Maize	\$10.10	\$14.40	\$11.48
Maintenance Worker I	Average of All Data	\$11.83	\$17.36	\$13.79
Maintenance Worker II	City of Maize	\$11.58	\$16.51	\$15.30
Maintenance Worker II	Average of All Data	\$13.24	\$20.21	\$16.35
Maintenance Worker III	City of Maize	\$12.94	\$18.45	\$16.26
Maintenance Worker III	Average of All Data	\$15.83	\$23.13	\$18.44
Seasonal Maintenance Worker	City of Maize	\$10.05	\$12.00	
Seasonal Maintenance Worker	Average of All Data	\$8.93	\$11.54	\$9.84
Public Works Supervisor/Superintendent	City of Maize	\$20.64	\$29.29	\$21.17
Public Works Supervisor/Superintendent	Average of All Data	\$21.44	\$33.76	\$27.49
Water & Wastewater Supervisor	City of Maize	\$17.20	\$24.42	\$22.68
Water & Wastewater Supervisor	Average of All Data	\$18.25	\$29.66	\$22.73

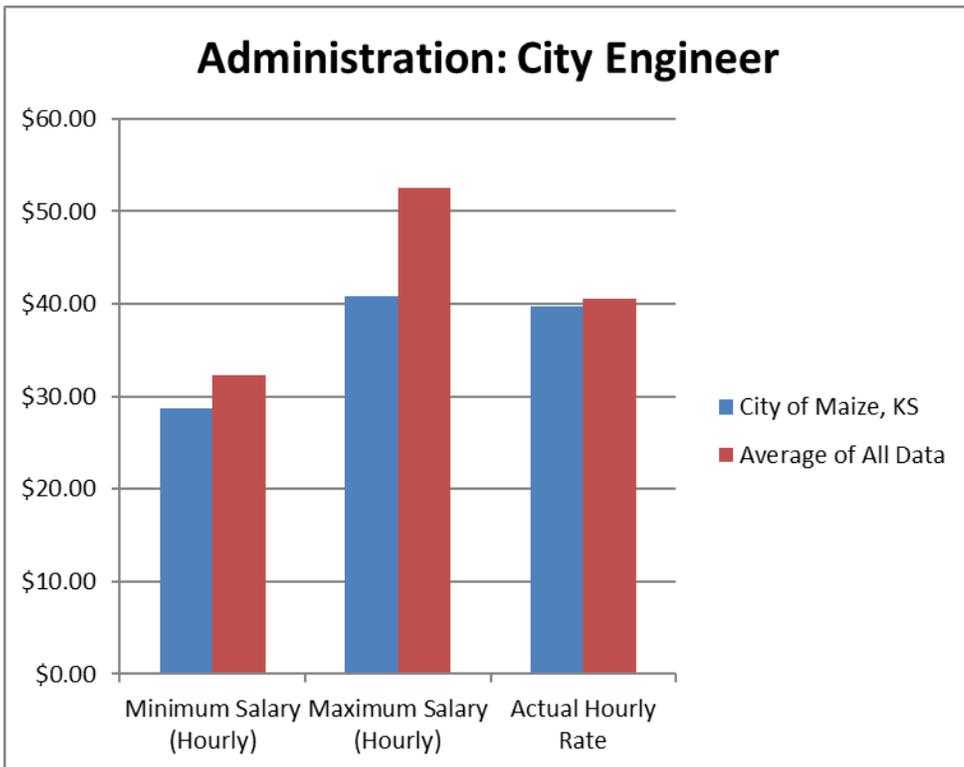
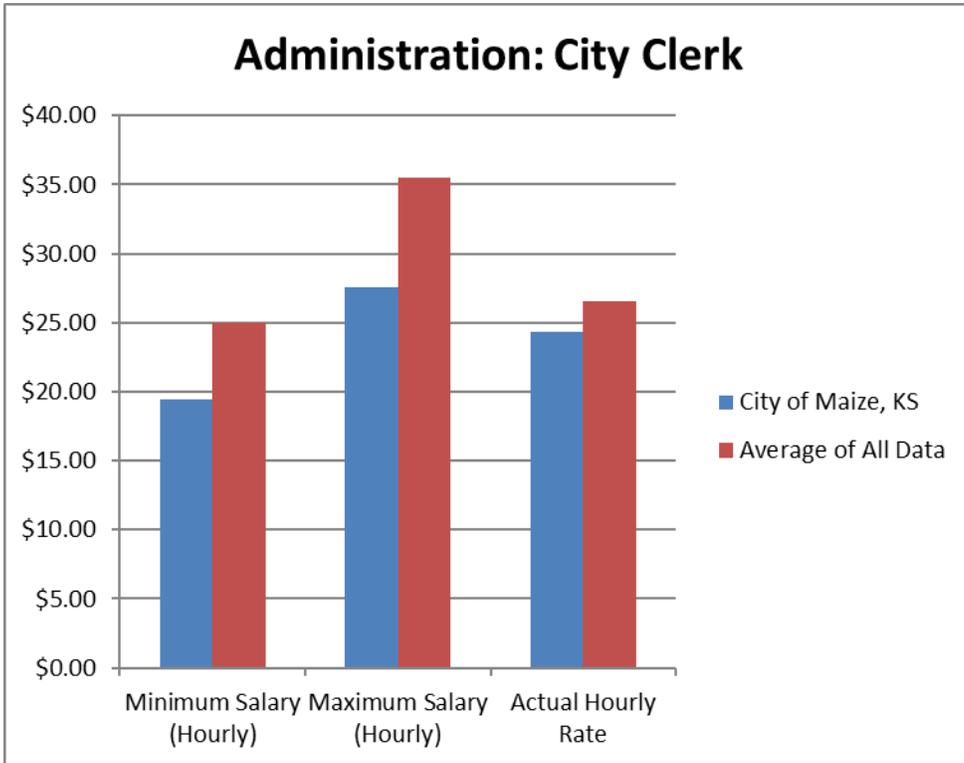
Table 2: Adjustment to Ranges by Title based on Market Results	Recommended Minimum Salary (Hourly) Jan. 1, 2016	Recommended Maximum Salary (Hourly) Jan. 1, 2016
City Clerk	\$22.31	\$31.45
City Engineer	\$34.05	\$48.00
City Treasurer & Deputy City Clerk	\$18.83	\$26.55
Code Enforcement Officer	\$17.95	\$25.31
Customer Service Clerk	\$12.26	\$17.28
Deputy City Administrator	\$27.83	\$39.23
Executive Assistant	\$15.05	\$21.21
Municipal Court Clerk	\$14.42	\$20.33
Planning and Zoning Administrator	\$29.99	\$42.28
Police Chief	\$29.99	\$42.28
Police Detective	\$19.39	\$27.34
Police Lieutenant/Assistant Chief	\$20.21	\$28.49
Community Police Officer	\$15.79	\$22.25
Patrol Officer	\$14.33	\$20.20
Police Records Clerk	\$13.05	\$19.97
Police Sergeant	\$20.44	\$28.81
Custodian	\$10.59	\$14.93
Director of Public Works	\$30.63	\$43.17
Maintenance Worker I	\$11.60	\$16.36
Maintenance Worker II	\$13.75	\$19.38
Maintenance Worker III	\$15.51	\$21.86
Seasonal Maintenance Worker	\$8.28	\$11.66
Public Works Supervisor/Superintendent	\$23.12	\$32.60
Water & Wastewater Supervisor	\$19.12	\$26.96

Table 3: Health Insurance -- % of Premiums Covered by Employer	Market Peer Group	City of Maize
Health Insurance (single)	92.83%	80.0%
Health Insurance (family)	87.59%	80.0%

In implementing recommendations it is important to tailor responses with the employee in mind. In the chart below Chart 1: Items Most Important to Employees, employees indicated what the most important items to them are in pay and benefits. Employees rated nearly 20 items and the items listed in Chart 1 are the top priorities. A rating of 1 meant not important and a rating of 5 meant very important to the employee.



VI. Results by Position



Administration: City Treasurer & Deputy City Clerk



Administration: Code Enforcement Officer



Administration: Customer Service Clerk

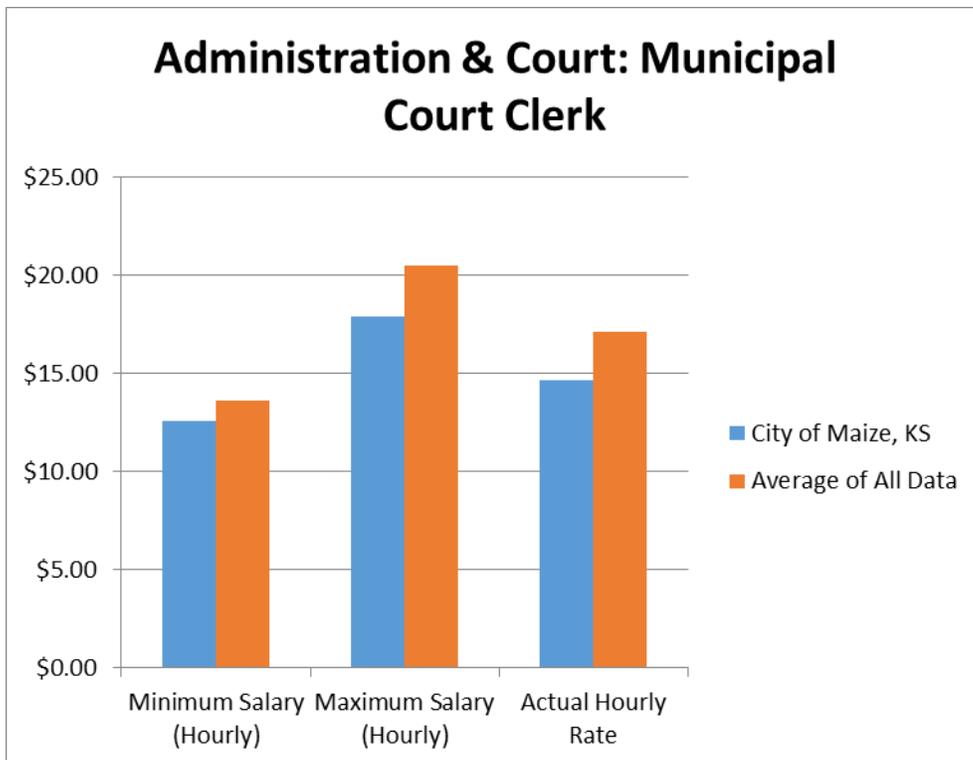
Administration: Deputy City Administrator



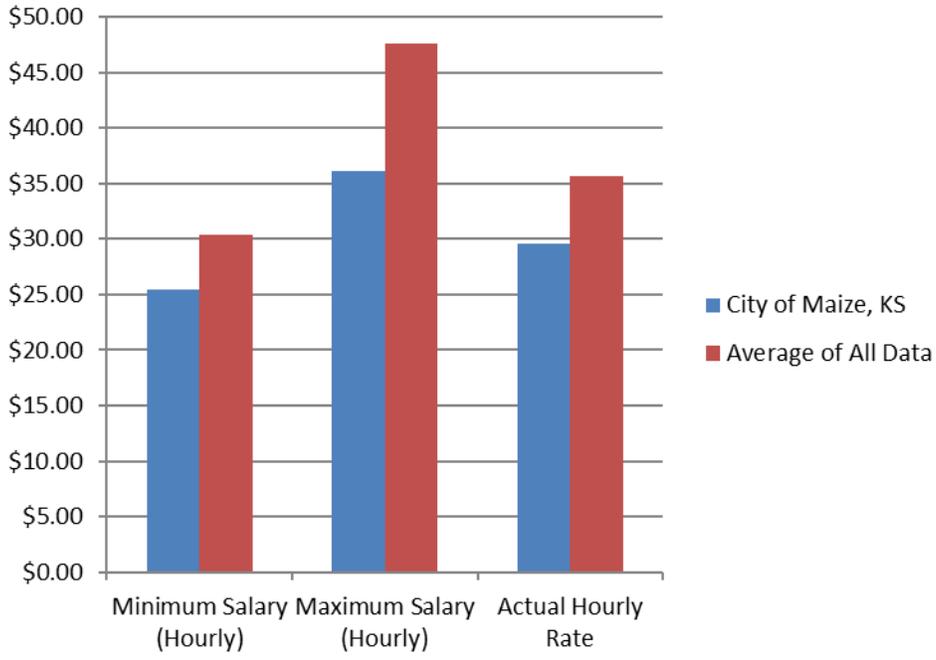
Administration: Executive Assistant

\$25.00 Maize Council/Cemetery/PBC Meeting Regular Council July 20, 2014 Cemetery and PBC

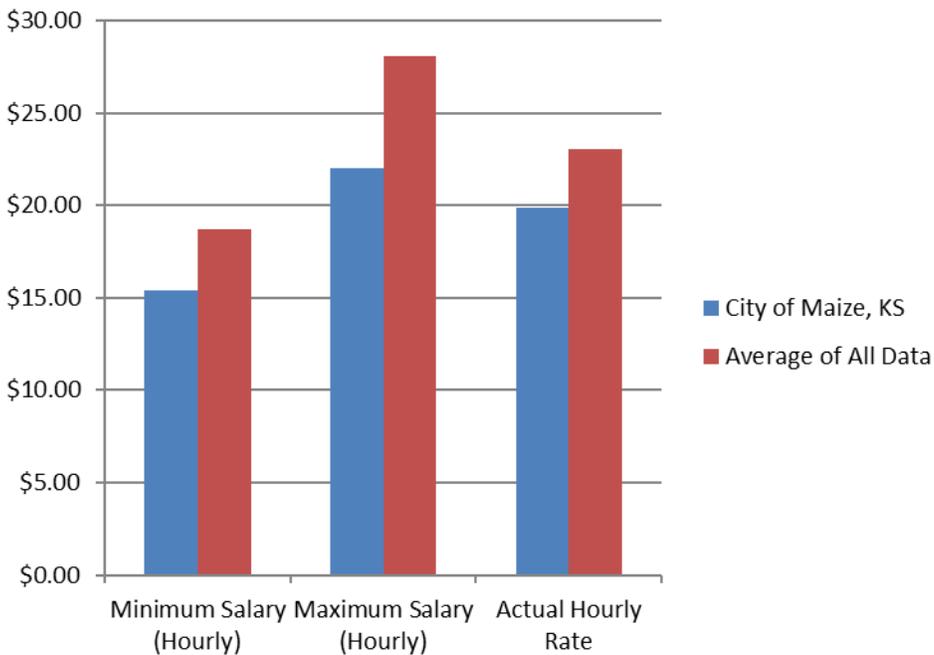
Administration & Court: Municipal Court Clerk



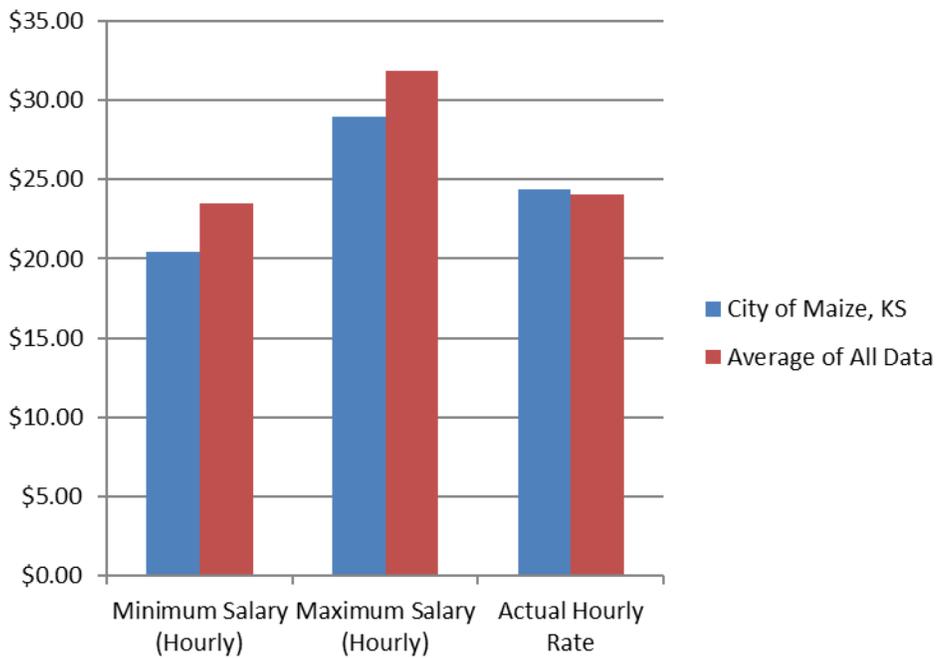
Police: Chief



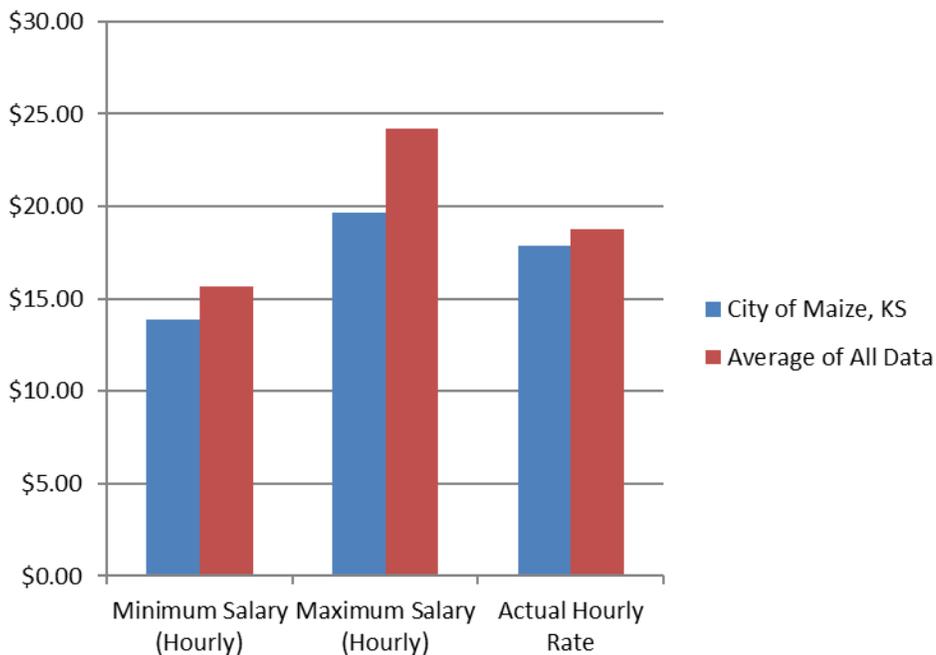
Police: Detective



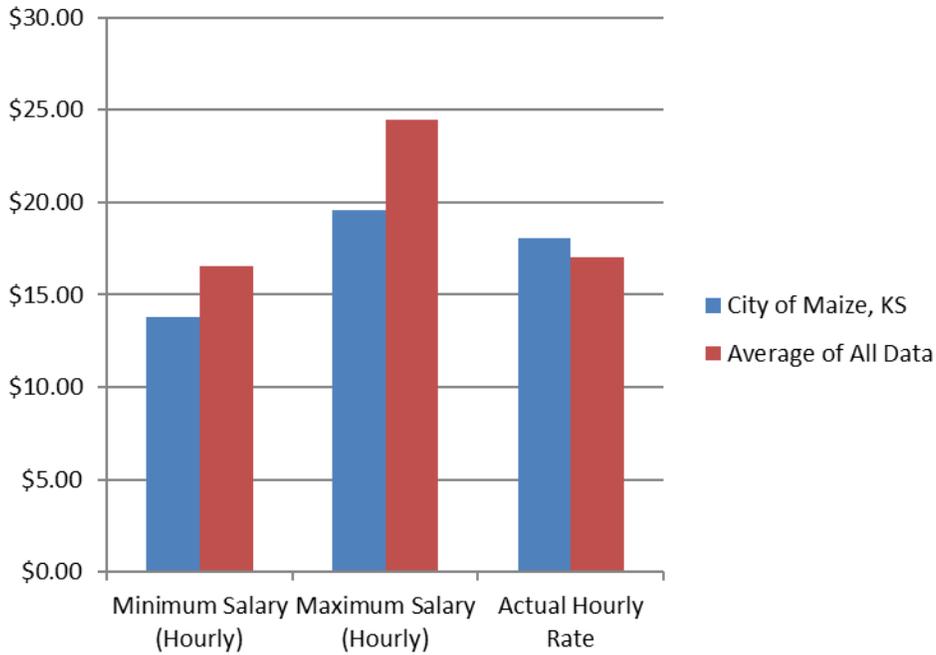
Police:Lieutenant/Assistant Chief



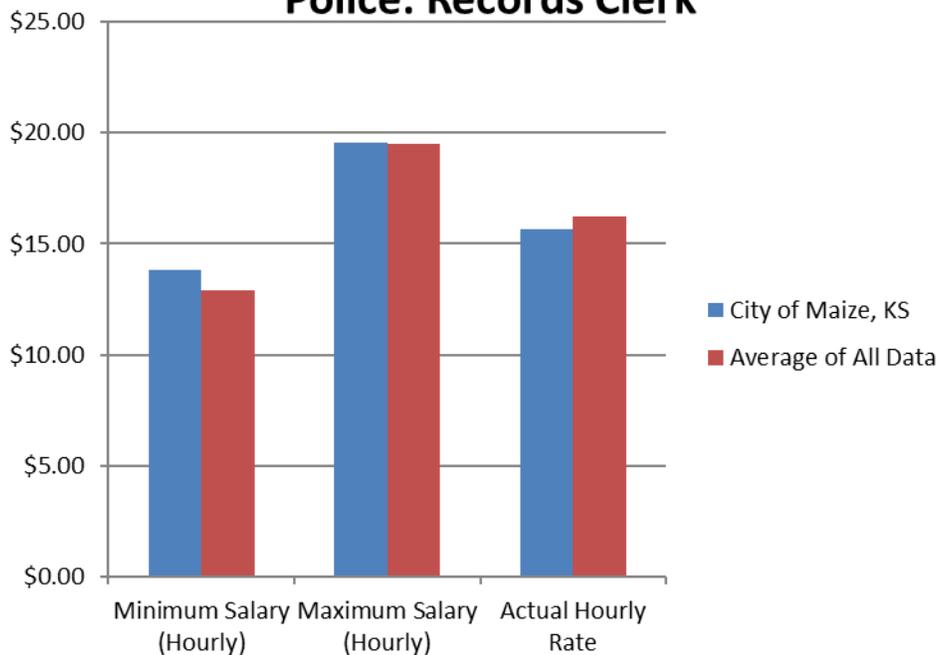
Police: Community Police Officer



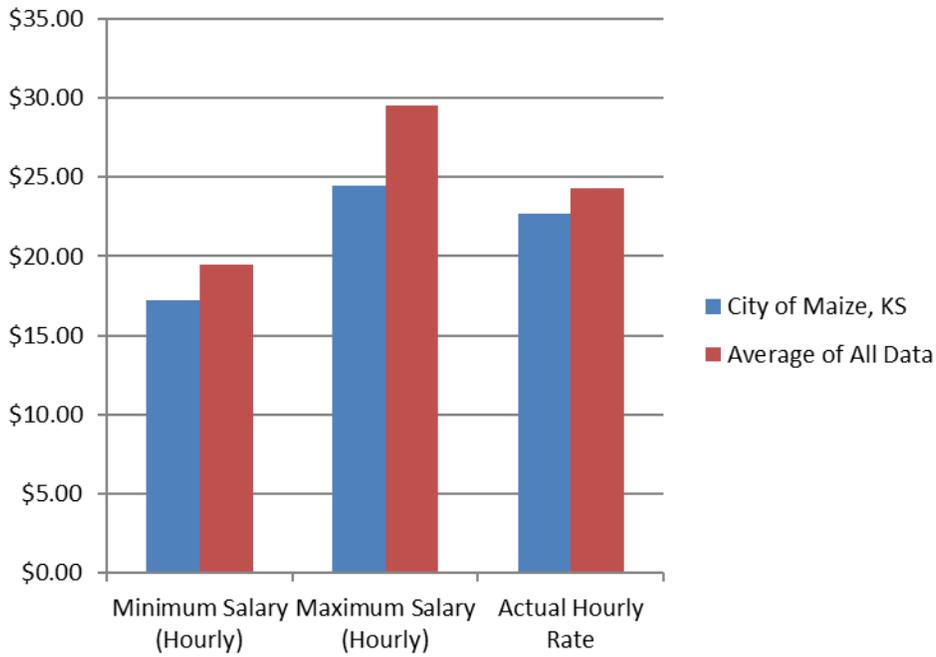
Police: Patrol Officer



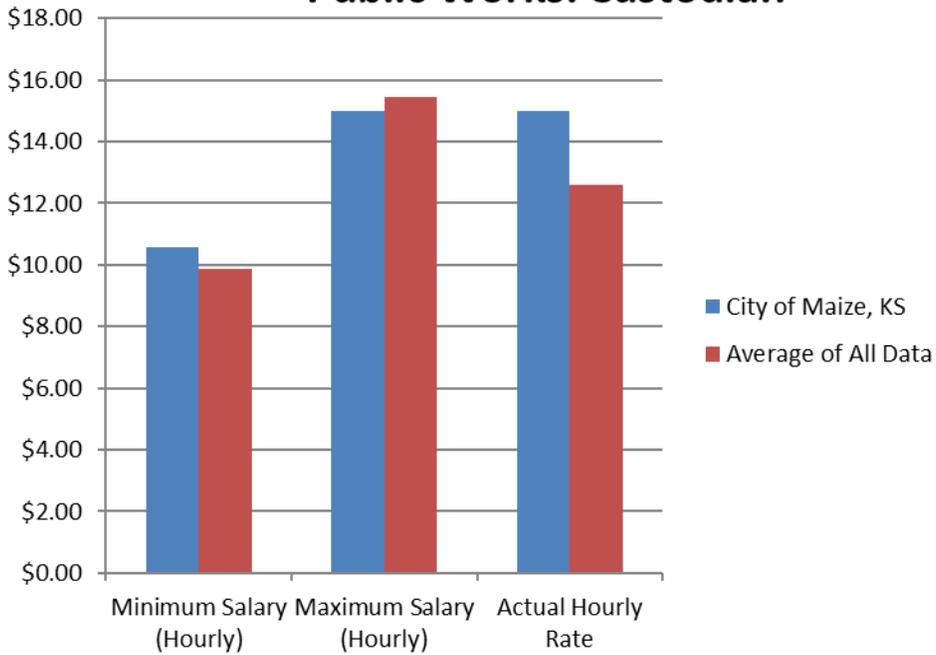
Police: Records Clerk



Police: Sergeant



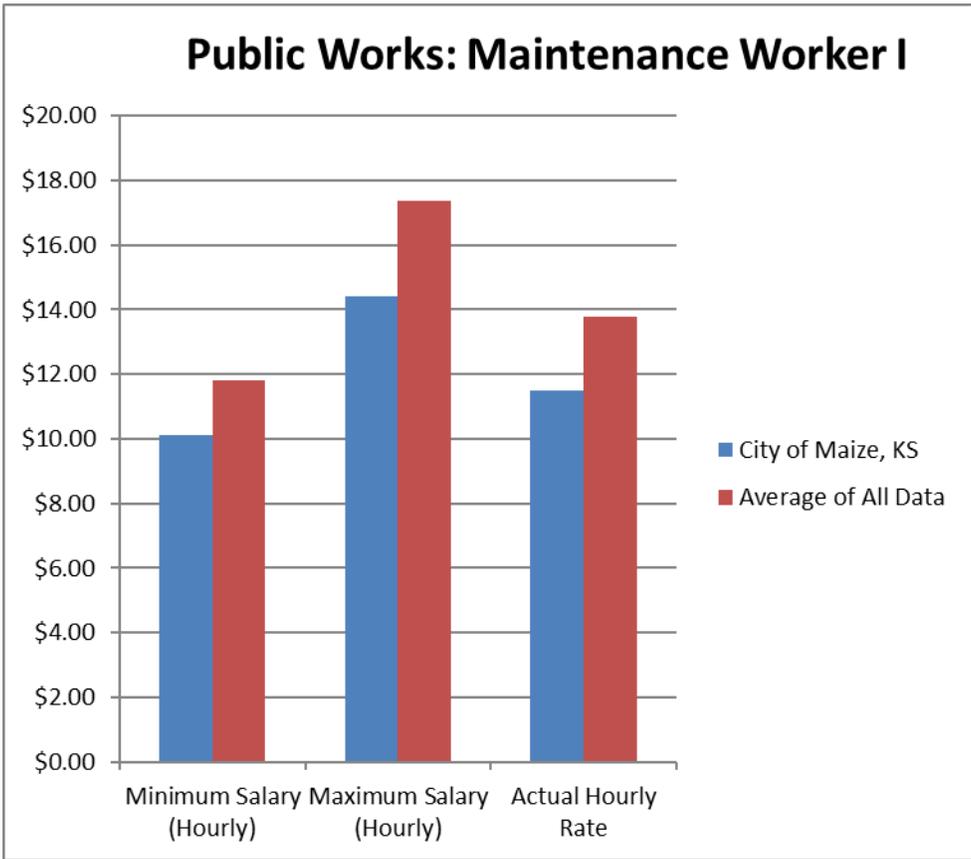
Public Works: Custodian



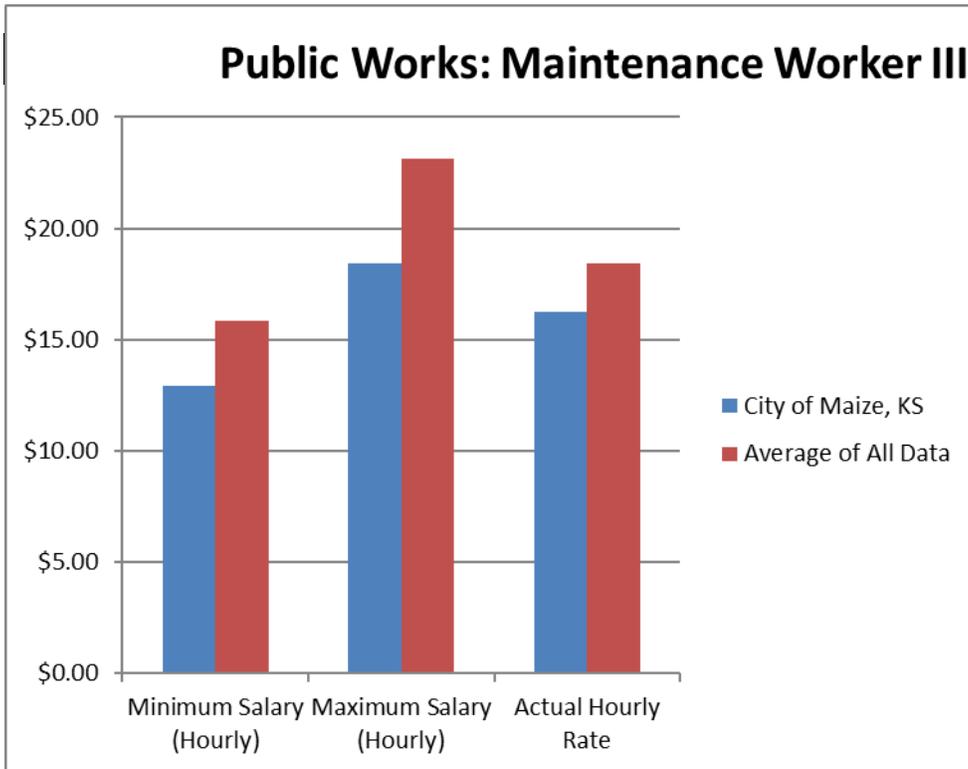
Public Works: Director

Maize Council/Cemetery/PBC Meeting Regular Council July 20, 2014
 Cemetery and PBC

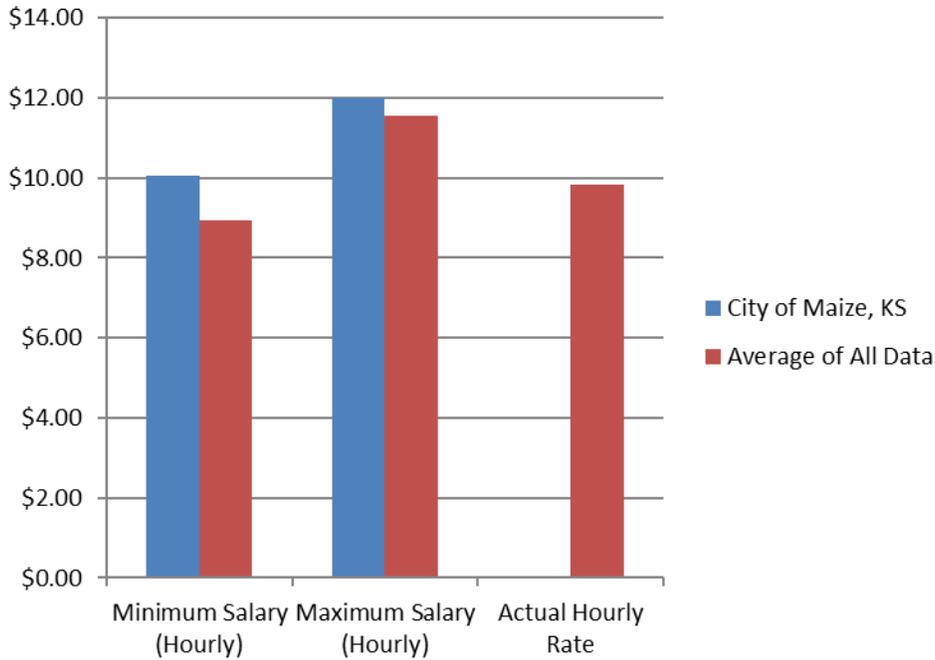
\$60.00



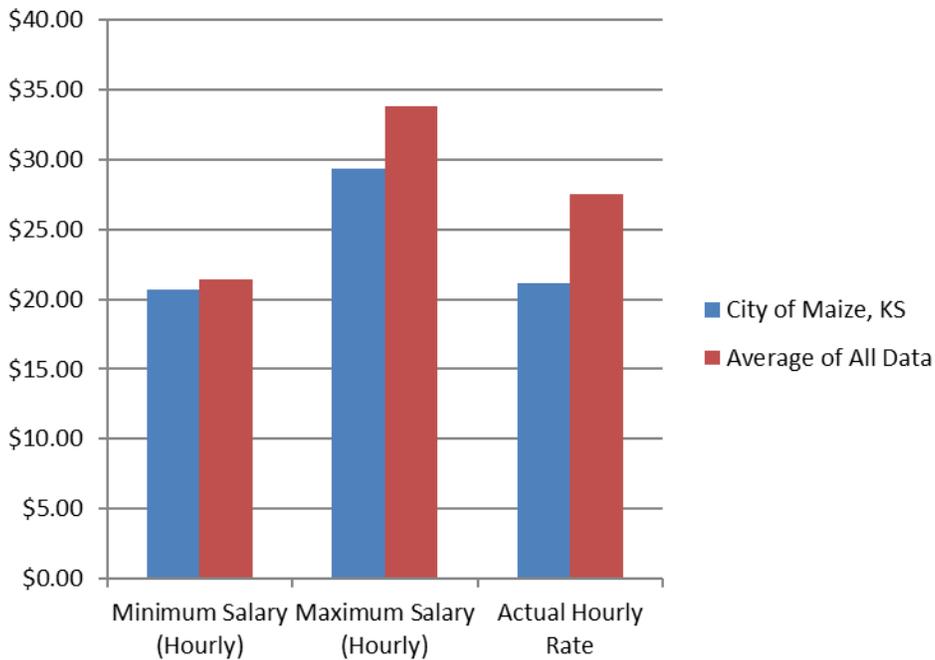
Public Works: Maintenance Worker III



Public Works: Seasonal Maintenance Worker



Public Works: Supervisor/Superintendent



Public Works: Water & Wastewater Supervisor



**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 25, 2006**

AGENDA ITEM 8C

ITEM: Vacation of platted access control for Wyn-Wood Addition (V-02-015).

BACKGROUND: The applicant is requesting to vacate the platted access control adjacent to Lots 2, 3 and 3a, Block 5, Wyn-Wood Addition. When this property was originally platted the entire Maize Road frontage was subjected to complete access control – not by requirement of the City of Maize, but rather that is how the developer structured the access.

The developer indicates that a potential buyer of the property platted as Lots 2, 3 and 3a would require a minimum of one point of access along Maize Road. This is a common requirement of service retail/commercial establishments. The current practice of accessing commercial properties from the rear, as has been done on the Taco Bell and Pizza Hut Italian Bistro is somewhat unique and not always acceptable to certain types of businesses.

Had the developer originally requested access along Maize Road, this would have been carefully studied, but likely approved as long as adequate spacing from the intersection was maintained and proper positioning made in relation to driveway and street placement on the west side of Maize Road.

At their July 9th meeting, Planning Commission recommended unanimous approval of the vacation of access control, with the requirement that there be only one opening allowed and that the final size, design and location of the one additional opening be reviewed and approved by the City Engineer. There is adequate right-of-way at this location to provide a northbound decel lane.

FINANCIAL CONSIDERATIONS: None

LEGAL CONSIDERATIONS: Approved as to form

RECOMMENDATION/ACTION: Approve and authorize the mayor to sign the Vacation Order for platted access control, authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.

Sedgwick County Online Map Portal

Sedgwick County, Kansas

Land Records Map Zoning Map Elections Map

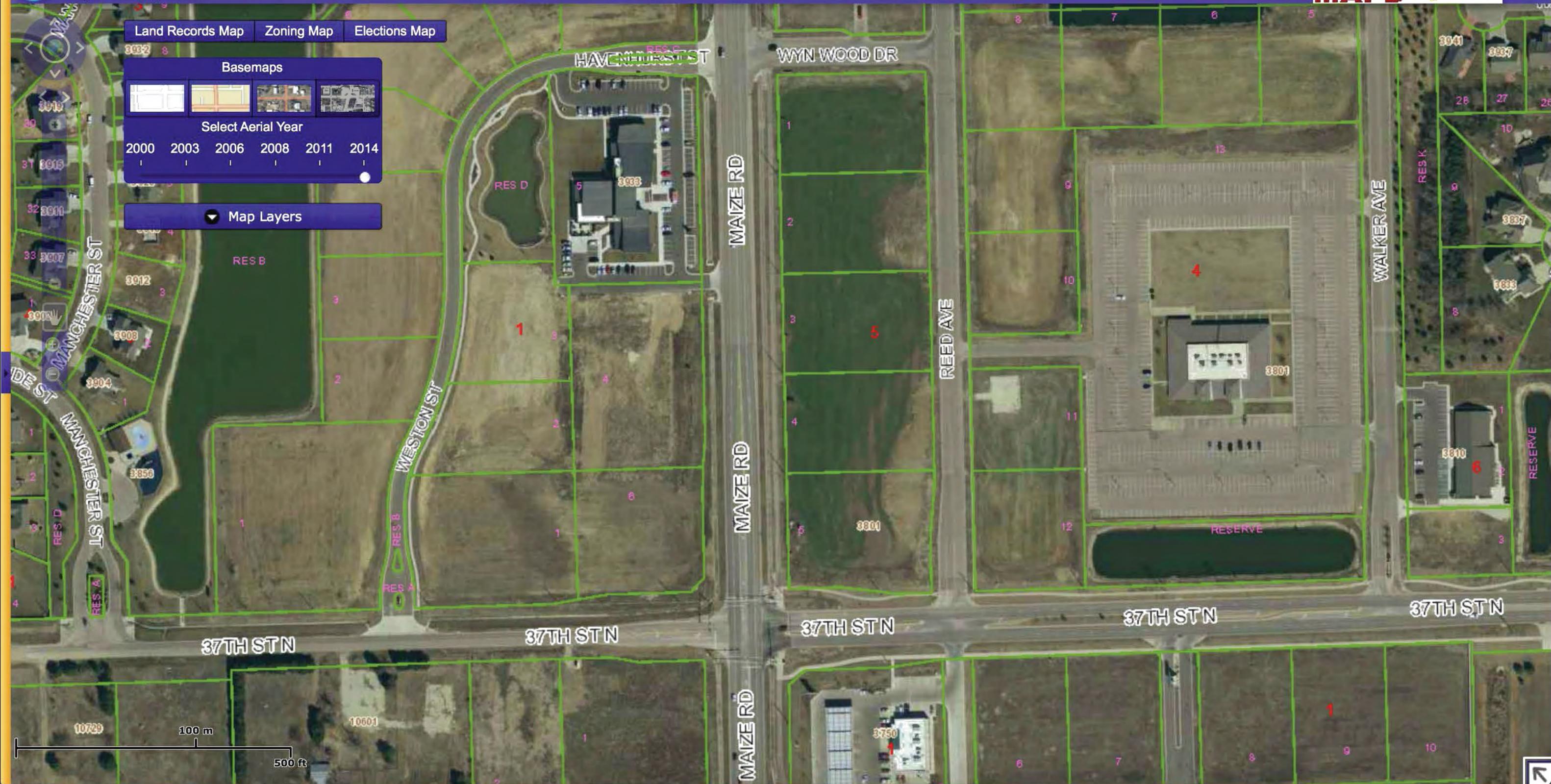
Basemaps

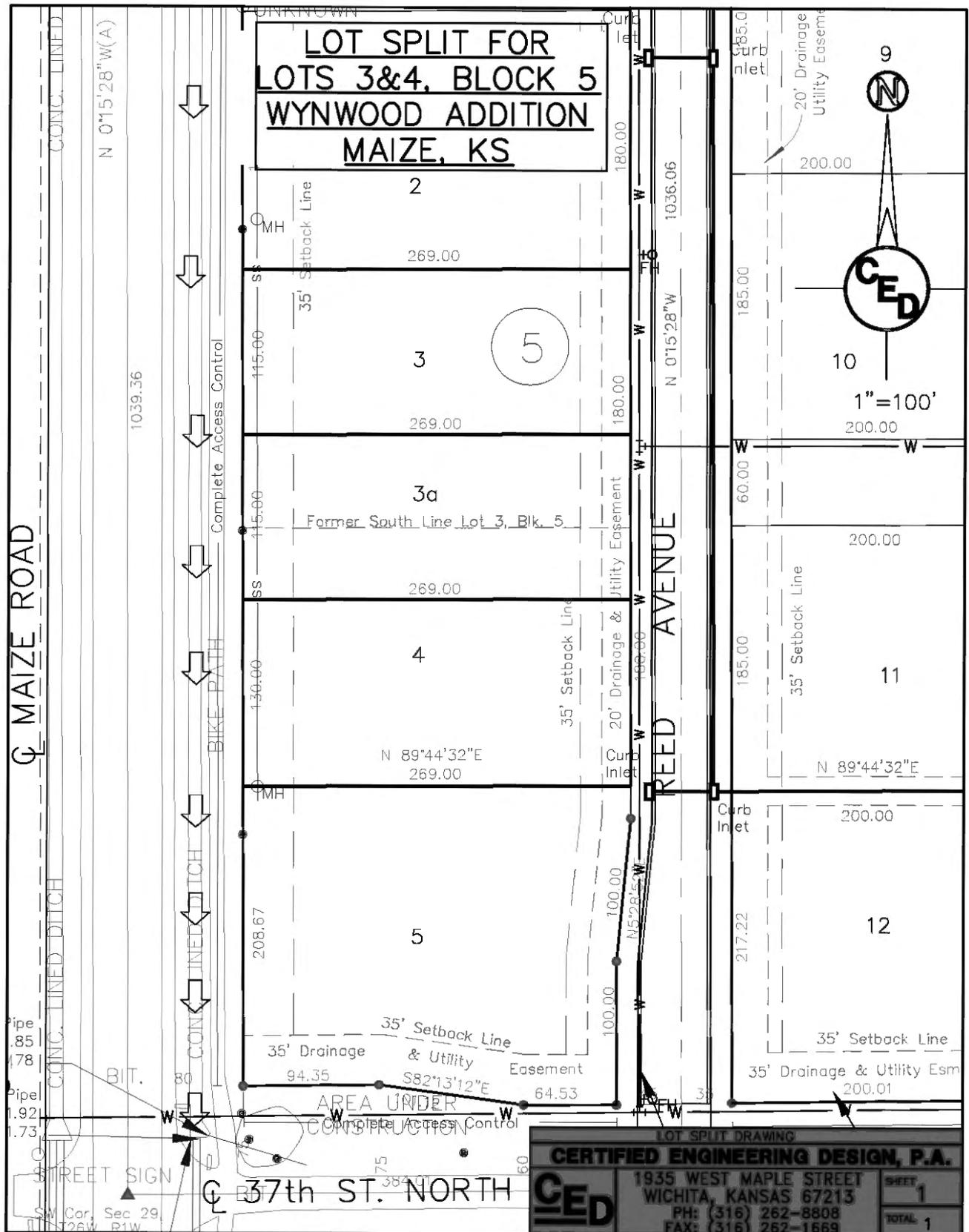


Select Aerial Year

2000 2003 2006 2008 2011 2014

Map Layers





**BEFORE THE CITY COUNCIL OF THE
CITY OF MAIZE, SEDGWICK COUNTY, KANSAS**

IN THE MATTER OF THE VACATION OF)
Complete access control for)
Lots 2, 3, 3a inclusive Block 5, Wyn-Wood Addition,)
Maize, Kansas)
)
GENERALLY LOCATED) **Case No. V-02-015**
At the northeast corner of 37th Street North and)
Maize Road)
)
MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 20th day of July, 2015 comes on for hearing the petition for vacation filed by Walker, Lane & Reed, LLC praying for the vacation of the following described element of final plat, to-wit:

Complete access control, as platted for Lots 2, 3 and 3a inclusive, Block 5, Wyn-Wood Addition, Maize, Kansas

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, by publication in The Clarion on March 12, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described access control, and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. Vacation of complete access control, except for one opening shall be granted upon recording with the Sedgwick County Register of Deeds.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 20th day of July, 2015 ordered that the above-described access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, City Clerk

Approved as to Form:

Thomas J. Powell, City Attorney

**MINUTES-REGULAR MEETING
MAIZE PARK CEMETERY
MONDAY, AUGUST 4, 2014**

The Maize Cemetery Association District was called to order at 7:05 p.m., on Monday, August 4, 2014, for a Regular Meeting with *Karen Fitzmier* presiding. The following Maize Park Cemetery district members were present, *Donna Clasen, Karen Fitzmier, Pat Stivers, Alex McCreath* and *Clair Donnelly*.

Also present were *Sue Villarreal*, Recording Secretary; *Richard LaMunyon*, City Administrator, *Rebecca Bouska*, Deputy City Administrator and *Jocelyn Reid*, City Clerk.

APPROVAL OF AGENDA:

The agenda was submitted for approval.

MOTION: *Donnelly* moved to approve the agenda as presented.

Stivers seconded. Motion carried.

APPROVAL OF MINUTES:

Approval of Minutes – Board Meeting of July 21, 2014.

MOTION: *Donnelly* moved to approve the July 21, 2014 minutes with the following change:

Change Maize Cemetery Association District to Maize Park Cemetery.

Clasen seconded. Motion carried.

**OPEN PUBLIC HEARING FOR 2015 MAIZE PARK CEMETERY BUDGET
7:32 P.M.**

**CLOSE PUBLIC HEARING FOR 2015 MAIZE PARK CEMETERY BUDGET
7:33 P.M.**

ADOPT 2015 MAIZE PARK CEMETERY BUDGET

MOTION: *Donnelly* moved to adopt the 2015 Maize Park Cemetery Budget as proposed.

McCreath seconded. Motion carried.

ADJOURNMENT:

7:34 P.M.

MOTION: *Donnelly* moved to adjourn.

Stivers seconded. Motion Carried.

**MAIZE PARK CEMETERY BOARD
ANNUAL MEETING
MONDAY, JULY 20, 2015**

AGENDA ITEM # 5

ITEM: CEMETERY BOARD APPOINTMENT & ELECTION OF OFFICERS

BACKGROUND:

Alex McCreath has a four-year term that will expire this year and his reappointment to a four-year term to the board needs to take place at this annual meeting

On July 21, 2014 the following Cemetery Officers were elected to office:

Karen Fitzemier - Chairperson
Donna Clasen - Vice-Chairperson
Clair Donnelly - Trustee
Alex McCreath - Trustee
Pat Stivers - Trustee

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

1. Reappoint Alex McCreath to the Maize Park Cemetery Board to a four (4) year term.
2. Elect:
 - 1 - Chairperson
 - 1 - Vice-Chairperson
 - 3 - Trustees

**MAIZE PARK CEMETERY BOARD
REGULAR MEETING
MONDAY, JULY 20, 2015**

AGENDA ITEM # 7A

ITEM: PROPOSED 2016 MAIZE PARK CEMETERY BUDGET

BACKGROUND:

The 2016 proposed budget has been prepared for consideration and action.
The Board and staff met for a budget workshop earlier.

The budget reflects and supports the direction of the Board.
It is in compliance with State laws and is supported by the City Administrator, recording secretary and the City's Financial Advisor.

FINANCIAL CONSIDERATIONS:

The attached budget reflects a slight increase but does not require a vote publication by the Council.

LEGAL CONSIDERATIONS:

Compliance with state law regarding forms and budget schedule is required.

RECOMMENDATION/ACTION:

1. Authorize publication of the proposed Cemetery 2016 budget in The Clarion.
2. Set the public hearing on the proposed Cemetery budget for Monday, August 3, 2015 at 7:00 p.m.

CERTIFICATE

To the Clerk of Sedgwick, State of Kansas

We, the undersigned, officers of

Maize Park Cemetery

certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted
 maximum expenditures for the various funds for the year 2016; and (3) the
 Amount(s) of 2015 Ad Valorem Tax are within statutory limitations for the 2016 Budget.

		2016 Adopted Budget			
Table of Contents:		Page No.	Budget Authority for Expenditures	Amount of 2015 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2016		2			
Allocation MVT, RVT, 16/20M Vehicle Tax		3			
Schedule of Transfers		4			
Statement of Indebt. & Lease/Purchase		5			
Fund	K.S.A.				
General	0	6	161,706	8,034	
Debt Service	10-113				
Totals		xxxxxxx	161,706	8,034	
Budget Summary		0	Vote publication required?	No	County Clerk's Use Only
Neighborhood Revitalization Rebate					
					Nov. 1, 2015 Total Assessed Valuation

Assisted by:

Address:

Email:

Attest: _____, 2015

 County Clerk

 Governing Body

NOTICE OF BUDGET HEARING

State of Kansas
Special District
2016

The governing body of
Maize Park Cemetery
Sedgwick

will meet on August 3, 2015 at 7:00 PM at Maize City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at 10100 Grady Avenue Maize, KS 67101 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2016 Expenditures and Amount of 2015 Ad Valorem Tax establish the maximum limits of the 2016 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2014		Current Year Estimate for 2015		Proposed Budget Year for 2016		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2015 Ad Valorem Tax	Estimate Tax Rate*
General	36,249	0.141	50,000	0.139	161,706	8,034	0.141
Debt Service							
Totals	36,249	0.141	50,000	0.139	161,706	8,034	0.141
Less: Transfers	0		0		0		
Net Expenditures	36,249		50,000		161,706		
Total Tax Levied	6,824		7,435		xxxxxxxxxxxxxxxxxxx		
Assessed Valuation	48,292,429		53,495,014		56,998,203		

Outstanding Indebtedness,

Jan 1,	2013	2014	2015
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	0	0	0

*Tax rates are expressed in mills.

Maize Park Cemetery District

0

Page No. 7

**MAIZE PUBLIC BUILDING COMMISSION
REGULAR MEETING
MONDAY, JULY 20, 2015**

AGENDA ITEM 4A

ITEM: Public Works Facility

BACKGROUND:

On June 1, 2015 the Council approved a resolution requesting the Maize Public Building Commission issue revenue bonds to pay for the construction of a new Public Works maintenance facility in an amount not to exceed \$1,125,000.00.

On June 1, 2015 the Maize Public Building approved a resolution of intent to issue revenue bonds in an amount not to exceed \$1,125,000.00 (includes cost of issuance)

On June 1, 2015 the Maize Public Building Commission accepted the bid from Evans Building Co., Inc. in the amount of \$818,500.00 to build a new Public Works Maintenance facility and authorize additional costs for technology, equipment, furniture and appliances in an amount not to exceed \$200,000 for a total amount of \$1,018,550.00 subject to an approved funding formula.

On July 13, 2015 staff was instructed to provide Revenue Bond funding for the project not to exceed 10 years.

An AIA agreement document to build the new Public Works Maintenance Facility has been completed with Evans Building Co. for Public building Commission approval.

The agreement documents are included in this Council packet.

FINANCIAL CONSIDERATIONS:

Revenue Bonds will be issued in an amount not to exceed \$1,125,000.00 for 10 years. Interest rate is estimated at 2.75% with an annual payment estimated to be \$130,000. Money to for the payment is available in the city budget without any increase in taxes or reduction in services.

LEGAL CONSIDERATIONS:

City Attorney approves the agreement as to form.

RECOMMENDATION/ACTION:

Approve the AIA agreement document in an amount not to exceed \$818,500 with the Evans Building Co. and authorize the Mayor to sign.



AIA Document A141™ – 2004

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the TWENTIETH
in the year of TWO THOUSAND FIFTEEN
(In words, indicate day, month and year)

day of JULY

BETWEEN the Owner:
(Name, address and other information)

CITY OF MAIZE
10100 GRADY AVE.
PO BOX 245
MAIZE, KS 67101-0245
(316) 722-7561
(316) 722-0376 FAX
rlamunyon@cityofmaize.org

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

and the Design-Builder:
(Name, address and other information)

EVANS BUILDING CO., INC.
9801 WEST YORK ST.
PO BOX 12086
WICHITA, KS 67277
(316) 524-0103
(316) 524-2562 FAX

For the following Project:
(Name, location and detailed description)

CITY OF MAIZE PUBLIC WORKS FACILITY
5600 N. MAIZE ROAD, MAIZE, KANSAS 67101

Construction of a new Public Works Building to be located at 5600 N. Maize Road, City of Maize Kansas. Said building shall be constructed to meet all specifications as outlined in "Specifications for City of Maize" dated May 26, 2015. These specifications are a part of this document and is outlined as follows:

- | | |
|--------------------------|--------------|
| 1. Site Work and Parking | 11. Plumbing |
| 2. Concrete | 12. HVAC |
| 3. Metal Building | 13. Electric |
| 4. Insulation | |
| 5. Overhead Doors | |
| 6. Structural | |
| 7. Interior Finish | |
| 8. Masonry | |
| 9. Graphics | |
| 10. Glass and Glazing | |

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

- 1 THE DESIGN-BUILD DOCUMENTS
- 2 WORK OF THIS AGREEMENT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 MISCELLANEOUS PROVISIONS
- 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

TABLE OF EXHIBITS

- A TERMS AND CONDITIONS
- B DETERMINATION OF THE COST OF THE WORK
- C INSURANCE AND BONDS

ARTICLE 1 THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

(Insert Owner's time requirements.)

The date of issuance of the final permit by the governing authority: Provided, however, such date shall be no later than sixty(60) days from the date this Agreement is entered into, unless failure to obtain the final permit is such time due to condition beyond the control of the Design/Builder.

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

The Design/Builder shall be assessed liquidated damages in the amount of One Hundred Dollars (\$100.00) per calendar day commencing upon the first day following Three Hundred Sixty-five (365) calendar days from the date of commencement and continuing until Substantial Completion of the Work has occurred.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than 365 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum in accordance with Section 4.2 below;
- Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;
- Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

§ 4.2 STIPULATED SUM Eight Hundred Eighteen Thousand,

§ 4.2.1 The Stipulated Sum shall be Five Hundred Fifty Dollars (\$ 818,550.00), subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

None

§ 4.2.3 Unit prices, if any, are as follows:

None

§ 4.2.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

None

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

None

§ 4.3 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE

§ 4.3.1 The Cost of the Work is as defined in Exhibit B.

N/A

§ 4.3.2 The Design-Builder's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 4.4 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, plus the Design-Builder's Fee.

N/A

§ 4.4.2 The Design-Builder's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 4.4.3 GUARANTEED MAXIMUM PRICE

§ 4.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Dollars (\$) , subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the **Guaranteed Maximum Price**. Costs which would cause the **Guaranteed Maximum Price** to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

N/A

§ 4.4.3.2 The **Guaranteed Maximum Price** is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

N/A

§ 4.4.3.3 Unit Prices, if any, are as follows:

N/A

§ 4.4.3.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

N/A

§ 4.4.3.5 Assumptions, if any, on which the **Guaranteed Maximum Price** is based, are as follows:

*(Identify the assumptions on which the **Guaranteed Maximum Price** is based.)*

N/A

§ 4.5 CHANGES IN THE WORK

§ 4.5.1 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions.

§ 4.5.2 Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received not later than the **LAST** day of month, the Owner shall make payment to the Design-Builder not later than the **TWENTIETH** day of the **FOLLOWING** month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than **TWENTY (20)** days after the Owner receives the Application for Payment.

§ 5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 PROGRESS PAYMENTS – STIPULATED SUM

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section A.9.8.6 of Exhibit A, Terms and Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Section 5.2.2 shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.2.2.1 and 5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.3 PROGRESS PAYMENTS – COST OF THE WORK PLUS A FEE

§ 5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ 5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit B;
- .2 Add the Design-Builder's Fee, less retainage of (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section 5.3.2.1 at the rate stated in Section 4.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner;
- .4 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .5 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate for Payment as provided in the Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.3.3 Retainage in addition to the retainage stated at Section 5.3.2.2, if any, shall be as follows:

§ 5.3.4 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than (%). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

§ 5.4 PROGRESS PAYMENTS – COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

§ 5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at the rate stated in Section 4.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.4.3 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than (%). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

§ 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions:

(Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)

Richard LaMunyon, who is not a neutral party
10100 Grady Ave.
Maize, KS 67101

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:

(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)

(Check one.)

- Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

§ 6.3 ARBITRATION

§ 6.3.1 If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

(Insert name, address, license number, relationship to Design-Builder and other information.)

Wolf & Associates, Architect Consultant, 12225 Dove Hill Ct, Derby, KS 67037
Residential Structural Inspector, Structural Engineer Consultant, 1976 S Longford St
Wichita, KS 67207

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:

(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)

none

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:

(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)

none

§ 7.4 The Owner's Designated Representative is:

(Insert name, address and other information.)

Richard LaMunyon, City Administrator
10100 Grady Ave., PO Box 245 Maize, KS 67101
(316) 722-7561 Fax (316) 722-0346 rlamunyon@cityofmaize.org

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:

(Insert name, address and other information.)

Bill Johnson

Evans Building Co., Inc. 9801 W. York St., PO Box 12086 Wichita, KS 67277
(316) 524-0103 Fax (316) 524-2562

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:

None

§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

ONE PERCENT (1%) ABOVE PRIME RATE PER ANNUM AS SET BY HALSTEAD BANK, MAIZE, KS

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design-Builder's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: N/A

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004.

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

EXHIBIT "D"

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

EXHIBIT "E"

§ 8.1.4 The Design-Builder's Proposal, dated _____, consists of the following:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

NONE

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

NONE

§ 8.1.6 The Addenda, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

NONE

§ 8.1.7 Exhibit A, Terms and Conditions.
(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable.
(If the parties agree to substitute a method to determine the Cost of the Work other than that contained in AIA Document A141-2004, Exhibit B, Determination of the Cost of the Work, then identify such other method to determine the Cost of the Work and attach to this Agreement as Exhibit B. If the Contract Sum is a Stipulated Sum, then Exhibit B is not applicable.)

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.
(Complete AIA Document A141-2004, Exhibit C, Insurance and Bonds or indicate "not applicable.")

§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Design-Builder and one to the Owner.

OWNER (Signature)

DESIGN-BUILDER (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EXHIBIT "D" OF THE CONTRACT FOR CONSTRUCTION
AIA DOCUMENT A141-2004, AS MODIFIED FOR THIS PROJECT

1. Article 4

Item 4.1 - Insert "not to exceed" statement after Stipulated so item will state:
Stipulated Not to Exceed Sum in accordance with Section 4.2 below:

Item 4.2.1 - Insert "not to exceed" statement after Stipulated so item will state:
The Stipulated Not to Exceed Sum...

Item 4.5.2 - delete entire paragraph

2. Article 5

Item 5.2 - Insert "not to exceed" statement after Stipulated in all instances

Item 5.2.2 and 5.2.3 - Insert "not to exceed" statement after Contract in all instances

Item 5.3.1 thru item 5.4.3 - delete entire sections

3. Article 6

Item 6.3.1 - delete entire paragraph

EXHIBIT "E" OF THE CONTRACT FOR CONSTRUCTION
AIA DOCUMENT A141-2004, AS MODIFIED FOR THIS PROJECT

ADDITIONAL DESIGN-BUILD DOCUMENTS:

1. CONTRACT SPECIFICATIONS
2. BLUEPRINTS AND DRAWINGS

Additions and Deletions Report for AIA® Document A141™ – 2004 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:22:45 on 10/12/2008.

PAGE 1

(Name and location or address)

...
A New City of Maize, Kansas, City Hall Complex building located on Lot 1, Block 2, Wyn-Wood Commercial Subdivision, City of Maize, Kansas.

...
(Name and location)

...
City of Maize, Kansas
Public Building Commission
123 Khedive
Maize, Kansas 67101

...
(Name and location)

...
Caber Construction Corporation
7570 West 21st Street North
Building 1014, Suite C
Wichita, Kansas 67205

PAGE 3

The Design-Build Documents are identified in Section 1.1 and Article 8 of the Agreement.

...
~~The Architect Curtis E. McNey II is the person lawfully a licensed to practice architecture or an entity lawfully practicing architecture identified as such in Architect who holds the Agreement and having a direct contract position of President with the Design-Builder and who will serve as the Project Architect to perform design services for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. Work.~~
The term "Architect" means the Architect or the Architect's authorized representative. The Design-Builder shall be contractually responsible for all services provided by the Architect.

...
~~A. The Design-Builder will act as the Contractor is a person or entity, other than for the Architect, that has a direct contract with the Design-Builder to Project and, as such, will perform or otherwise be responsible for all or a portion of the construction-Construction required in connection with the Work. The term "Contractor" is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor. The term "Contractor" does not include a separate contractor, as defined in Section A.6.1.2, or subcontractors of a separate contractor.~~

...
The term "Work" means the design, construction and services required by the Design-Build Documents, ~~whether completed or partially completed, and which~~ includes all other labor, materials, equipment and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations. The Work may constitute the whole or a part of the Project.

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User Notes:

(3107925031)

...
The Project is the total design and construction of which the Work performed under the Design-Build Documents may be is the whole or a part, and which may include design and construction by the Owner or by separate contractors whole.

...
The Neutral Neutral, although not a neutral party, is the individual appointed by the parties to decide Claims and disputes pursuant to Section A.4.2.1.

...
§ A.1.2.2 The Design-Builder shall be entitled to rely on Design-Builder, as the preparer of the Project Criteria, guarantees the completeness and accuracy of the information contained in the Project Criteria, but not and guarantees that such information complies with applicable laws, regulations and codes, which shall be the obligation of the Design-Builder to determine codes. In the event that a specific requirement of the Project Criteria conflicts with applicable laws, regulations and codes, the Design-Builder shall furnish Work which complies with such laws, regulations and codes. In such case, the Owner shall issue a Change Order to the Design-Builder unless the Design-Builder recognized such non-compliance prior to execution of this Agreement and failed to notify the Owner.

PAGE 4

§ A.1.6.4 If this Agreement is terminated for any reason other than the default of the Owner, reason each of the Design-Builder's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the Owner's written notice to that design professional of the Owner's assumption of the Design-Builder's contractual duties and obligations to that design professional and payment to that design professional of all amounts due to that design professional and its consultants. If the Owner does not assume the remaining duties and obligations of the Design-Builder to that design professional under this Agreement, then the Owner shall indemnify and hold harmless that design professional from all claims and any expense, including legal fees, which that design professional shall thereafter incur by reason of the Owner's use of such Instruments of Service. Project. The Design-Builder shall incorporate the requirements of this Section A.1.6.4 in all agreements with its design professionals.

PAGE 5

§ A.2.1.2 The Owner shall furnish to the Design-Builder within 15 days after receipt of a written request information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

...

§ A.2.2.1 Information or services required of the Owner by the Design-Build Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Design-Builder's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Design-Builder of a written request for such information or services.

§ A.2.2.2 The Owner shall be responsible to provide surveys, if not required by the Design-Build Documents to be provided by the Design-Builder, describing physical characteristics, legal limitations, and utility locations for the site of this Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ A.2.2.3 The Owner shall provide, to the extent available to the Owner and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous

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~~materials or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.~~

~~§ A.2.2.4 The Owner may obtain independent review of the Design-Builder's design, construction and other documents by a separate architect, engineer, and contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.~~

~~§ A.2.2.5 § A.2.2.2 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections. The Owner-Design-Builder shall secure all building and other permits, licenses and inspections, and shall not be required to pay the fees for such permits, licenses and inspections unless as part of the cost Contract Price. The City of such fees is excluded from the responsibility. Maize, Kansas, has agreed to waive its portion of the Design-Builder under the Design-Build Documents said fees.~~

~~§ A.2.2.3 § A.2.2.6 The services, information, surveys and reports required to be provided by the Owner under Section A.2.2, shall be furnished at the Owner's expense, and the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof, except as otherwise specifically provided in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing.~~

~~§ A.2.2.7 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.~~

~~§ A.2.2.4 § A.2.2.8 The Owner shall, at the request of the Design-Builder, prior to execution of the Design-Build Contract and promptly upon request thereafter, furnish to the Design-Builder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Design-Build Documents.~~

~~§ A.2.2.9 The Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, unless otherwise directed by the Design-Builder.~~

~~§ A.2.2.10 The Owner shall furnish the services of geotechnical engineers or other consultants, if not required by the Design-Build Documents to be provided by the Design-Builder, for subsoil, air and water conditions when such services are deemed reasonably necessary by the Design-Builder to properly carry out the design services provided by the Design-Builder and the Design-Builder's Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.~~

~~§ A.2.2.11 The Owner shall promptly obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the Owner's program.~~

PAGE 7

~~§ A.3.2.3 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Contractors, Subcontractors and their agents and employees, and other persons or entities, including the Architect and other design professionals, performing any portion of the Design-Builder's obligations under the Design-Build Documents. In addition, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts with design professionals and subcontracts between the Design-Builder and third parties. The Design-Builder shall incorporate the obligations of this Contract with the Owner in its respective contracts with design professionals and subcontracts.~~

~~§ A.3.2.4 The Design-Builder shall carefully study and compare the Design-Build Documents, materials and other information provided by the Owner pursuant to Section A.2.2, information, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered.~~

PAGE 8

3
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User Notes:

~~§ A.3.4.1 Unless otherwise provided in the Design-Build Documents, the The Design-Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.~~

~~§ A.3.5.1 The Design-Builder represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:~~

- ~~(i) that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;~~
- ~~(ii) that it is authorized to do business in the State of Kansas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;~~
- ~~(iii) that its execution of this Contract and its performance thereof is within its duly authorized powers;~~
- ~~(iv) that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and~~
- ~~(v) that it possesses a high level of experience and expertise in the business administration, design, construction, construction management and superintendency of projects of the size, complexity and nature of this particular Project, and it will perform the work with the care, skill and diligence of such a design-builder.~~

~~The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Design-Builder by law with respect to the Design-Builder's duties, obligations and performance hereunder. The Design-Builder acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.~~

~~§ A.3.5.2 The Design-Builder warrants to the Owner that materials and equipment furnished under the Design-Build Documents-Contract will be of good quality and new unless otherwise required or permitted by the Design-Build Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted by law or otherwise, permitted, and that the Work will conform to the requirements of the Design-Build-Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may shall be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If As required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.~~

PAGE 10

~~§ A.3.5.3 The Design-Builder agrees to assign the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.~~

~~§ A.3.5.4 Warranties which are standard warranties provided by a manufacturer shall be received by the Design-Builder, filled out completely and filed with the company for the Owner. Certificates or registration stubs shall be included with the Shop Drawings submitted for the Owner upon the completion of the Work. In the event that an item must be operated prior to Substantial Completion of the Project, that particular item's warranty period may commence earlier than Substantial Completion, if approved by the Owner. Documentation regarding this item must be included in AIA Document #G704 Certificate of Substantial Completion. When written warranties are presented, the document shall include the following information:~~

- ~~(i) name and address of the Project and the Owner;~~
- ~~(ii) article and material or system covered;~~
- ~~(iii) name and address of installing Design-Builder;~~
- ~~(iv) name and address of prime Design-Builder;~~
- ~~(v) signature of individual authorized to sign contracts for the company issuing the warranty.~~

~~The Design-Builder shall provide the following extended warranties:~~

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- (i) minimum of five (5) years on air conditioning compressors;
- (ii) minimum of two (2) years on variable frequency drives;
- (iii) minimum of ten (10) years on gas/heat exchanger equipment with warranty expiration date;
- (iv) minimum of three (3) years on automated system controls.

The Design-Builder shall mark all equipment with the warranty expiration date in large print using black permanent marker in an area that is easily visible to maintenance personnel.

...
~~§ A.3.6.1 The Design-Builder shall pay all sales, consumer, use and similar taxes for the Work provided by the Design-Builder which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.~~

...
§ A.3.6.1.A Material and equipment incorporated into this Project are exempt from the payment of sales tax under the laws of the State of Kansas, and such sales tax shall not be included in the proposal of the Bidder. Excise tax or hidden tax shall be paid by the Design-Builder and be included in the Bid.

B. The Owner shall provide the Design-Builder with an exemption certificate upon issuance of the formal Notice to Proceed. Should the Owner fail to provide an exemption certificate to the Design-Builder, the Design-Builder shall immediately notice the Owner's Representative in writing.

C. Upon issuance of a proper exemption certificate to Design-Builder, the Design-Builder shall assume full responsibility for its own proper use of the certificate, and shall pay the cost of any legally assessed penalties relating to the Design-Builder's improper use of the exemption certificate. If the Design-Builder fails to comply and a sales tax exemption is not issued, the Design-Builder shall be responsible for an shall pay any sales tax that is due without cost to the Owner.

D. A State of Kansas project completion certificate shall be presented to the Owner with closeout documents upon completion of the job. This document is required before the Owner will make final payment.

PAGE 13

~~§ A.3.17.1 To the fullest extent permitted by law, the The Design-Builder shall indemnify and hold harmless the Owner, Owner's consultants, and City of Maize, Kansas, agents and employees of any of them (the "Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death-death, or to injury to or destruction of tangible property other (other than the Work itself, itself), but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section A.3.17.A.3.17.1.~~

§ A.3.17.3 The Design-Builder's indemnity obligations under this Section A.3.17 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs and expenses (including, without limitation, reasonable attorney fees), arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that involves Work performed by the Design-Builder, Design-Builder's Subcontractor, or any person or entity for whom either is responsible; (ii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Design-Builder, a Subcontractor or any other person or entity for whom either is responsible.

...
§ A.4.1.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party-party; provided, however, that the claimant shall use its best efforts to furnish the Owner and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such

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Claim is recognized, and shall cooperate with the Owner and the party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition that is the cause of such Claim.

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§ A.4.1.7.2 Claims for additional time due to adverse weather conditions shall be documented and calculated as follows:

(i) "Bad Weather Day" means a day that a Contractor is unable to proceed with the stage or stages of the Work that is scheduled for that day due to weather conditions.

(ii) If adverse weather conditions are the basis for a Claim claim for additional time, such Claim claim shall be documented by data substantiating that weather conditions were abnormal for the a period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

(iii) The average number of Bad Weather Days reasonably anticipated for each month are as follows: January (10); February (5); March (4); April (5); May (8); June (8); July (6); August (5); September (6); October (5); November (3); December (8).

(iv) The Design-Builder shall provide the Owner with a monthly Bad Weather Days report within five (5) days of the end of a month. If the Design-Builder fails to report Bad Weather Days by five (5) days from the end of a month, then it will be assumed that there were no Bad Weather Days for that month.

...

§ A.4.1.10 Claims for Consequential Damages. Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to the Design-Build Contract. This mutual waiver includes:

- 1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article A.14. Nothing contained in this Section A.4.1.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ A.4.1.11 If the enactment or revision of codes, laws or regulations or official interpretations which govern the Project cause an increase or decrease of the Design-Builder's cost of, or time required for, performance of the Work, the Design-Builder shall be entitled to an equitable adjustment in Contract Sum or Contract Time. If the Owner and Design-Builder cannot agree upon an adjustment in the Contract Sum or Contract Time, the Design-Builder shall submit a Claim pursuant to Section A.4.1.

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§ A.4.2.2 Decision by Owner. If the parties have not identified a Neutral in Section 6.1 of the Agreement or elsewhere in the Design-Build Documents then, except for those claims arising under Sections A.10.3 and A.10.5, Section A.10.3, the Owner shall provide an initial decision. An initial decision by the Owner shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered by the Owner.

...

§ A.4.2.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to initial resolution of the Claim.

...

§ A.4.3.1 Any Claim arising out of or related to the Design-Build Contract, except those waived as provided for in Sections A.4.1.10, A.9.10.4 and A.9.10.5, shall, after initial decision of the Claim or 30 days after submission of the

Claim for initial decision, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable or other binding dispute resolution proceedings by either party.

...

~~§ A.4.3.2 The parties Design-Builder shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to the Design-Build Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration or other binding dispute resolution proceedings but, in such event, mediation shall proceed in advance thereof or of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from pay the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

~~§ A.4.3.3 The parties shall share the mediator's fee and any filing fees equally, fees. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ A.4.4 ARBITRATION

~~§ A.4.4.1 Claims, except those waived as provided for in Sections A.4.1.10, A.9.10.4 and A.9.10.5, for which initial decisions have not become final and binding, and which have not been resolved by mediation but which are subject to arbitration pursuant to Sections 6.2 and 6.3 of the Agreement or elsewhere in the Design-Build Documents, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Design-Build Contract and with the American Arbitration Association.~~

~~§ A.4.4.2 A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section A.13.6.~~

~~§ A.4.4.3 An arbitration pursuant to this Section A.4.4 may be joined with an arbitration involving common issues of law or fact between the Owner or Design-Builder and any person or entity with whom the Owner or Design-Builder has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Design-Build Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Design-Build Contract or not a party to an agreement with the Owner or Design-Builder, except by written consent containing a specific reference to the Design-Build Contract signed by the Owner and Design-Builder and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ A.4.4.4 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ A.4.4.5 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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No action, conduct, omission, prior failure, or course of dealing by the Owner shall act to waive, modify, change, or alter the requirement that Change Orders and Construction Change Directives must be in writing and signed as provided herein. Such written Change Orders or Directives are the exclusive methods for effecting any change to the Contract Sum or Contract Time. The Design-Builder understands and agrees that the Contract Sum and Contract Time cannot be changed by implication, oral agreements, actions, inactions, course of conduct, or constructive change order.

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§ A.8.2.1 Time limits stated in the Design-Build Documents are of the essence of the Design-Build Contract. By executing the Design-Build Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work and Design-Builder shall perform its obligations consistent with reasonable skill and care and orderly progress of the Work.

...
§ A.8.2.2 The Design-Builder shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence construction operations on the site or elsewhere prior to the effective date of insurance and required by Article A.11 to be furnished by the Design-Builder and Owner. The date of commencement of the Work shall not be changed by to the effective date of such insurance. Unless insurance that is the Design-Builder's obligation to purchase. The date of commencement shall be changed to the effective date of such insurance that the Owner is established by responsible for purchasing if the Design-Build Documents or a notice to proceed given by effective date of the Owner, purchase of the Design-Builder shall notify the Owner in writing not less insurance is later than five days or other agreed period before commencing the Work to permit commencement date as set by Section 3.1 of the timely filing of mortgages, mechanic's liens and other security interests Standard Conditions.

...
§ A.8.3.4 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the Owner pending resolution of disputes pursuant to the Design-Build Documents, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

...
§ A.8.3.1 If the Design-Builder is delayed in the performance of the Project by any act or neglect of the Owner or by an employee, agent or representative of the Owner, or by changes in the Work ordered by the Owner that were not caused or required by design problems or discrepancies, or by the combined action of the Owner and any of its employees, agents or representatives that in no way is caused by or results from default on the part of the Design-Builder, or by any other cause that the Design-Builder could not reasonably control or circumvent, then the Scheduled Completion Date shall be extended for a period equal to the length of such delay if within ten (10) days after the beginning of any such delay the Design-Builder delivers to the Owner a request for extension for such delay and such request is approved by the Owner.

...
§ A.9.2.1 Before the first Application for Payment, where not more than seven (7) days after the execution of the Agreement, the Contract Sum is based upon Design-Builder shall submit a Stipulated Sum progress schedule indicating each major category or the Cost unit of Work to be performed, properly sequenced and coordinated, and showing completion of the Work plus Contractor's Fee within the time period established in Article 14. The Design-Builder shall provide the Owner with a Guaranteed Maximum Price, monthly, or more frequently if required by the Owner, updates of the progress schedule indicating completed activities and any changes in sequencing or activity durations. The Design-Builder shall submit to the Owner an initial schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. The schedule of values may be updated periodically to reflect changes in the allocation of the Contract Sum.

§ A.9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner-Owner, at its sole discretion, agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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~~§ A.9.8.6 Upon execution of the Acknowledgement of Substantial Completion and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.~~

...

~~§ A.9.9.1 The Owner may may, but is not obligated to, occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to by the insurer, if so required by the insurer, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section A.9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.~~

...

All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Design-Builder to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

Final Application for Payment shall not be submitted until Work is complete in accordance with the Contract Documents, including completion of all Change Order and Contingency Change Order items, if any, all punch list items, all training and all paperwork, including shop drawings, maintenance manuals, Releases of Liens, AIA Form #G706A, the Kansas Project Completion Certificate and all other submissions requested by the Owner.

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~~§ A.9.10.2 Neither final payment nor any remaining retained percentage will become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Design-Build Contract, to the extent and in such form as may be designated by the Owner. If a Contractor refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be liable to pay in connection with the discharge of such lien, including all costs and reasonable attorneys' fees. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.~~

...

~~§ A.10.1.1 The Design-Builder shall be solely responsible for initiating and maintaining all safety precautions and programs in connection with the performance of the Design-Build Contract.~~

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~~§ A.10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.~~

...

§ A.10.2.4 Explosives shall not be stored on the Project site.

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§ A.10.2.8 The Project Site shall be kept clean and organized, and debris shall be disposed of daily.

§ A.10.2.9 When all or a portion of the Work is suspended for any reason, the Design-Builder shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

§ A.10.2.10 The Design-Builder shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

§ A.10.2.11 The Design-Builder shall, as to dig permits, comply with the following:

(i) Design-Builder is responsible for notifying KS ONE-CALL prior to ALL digs per KS ONE-CALL procedure.

(ii) The excavator shall designate the area of excavation with white paint, flags and/or stakes prior to the arrival of the utility locator. Pre-marking allows the excavators to accurately communicate to the facility owner/operators or their locator where the excavation is to occur. When Design-Builder calls KS ONE-CALL, it shall tell the operator that the area has been white-lined. KS ONE-CALL will add that information to the locate ticket to inform the locator that the area has been white-lined.

(iii) If the Design-Builder, during the course of construction, encounters any unmarked utilities, or damages any utilities, it shall contact the Owner immediately.

(iv) The Owner shall repair any damage to the Owner's utilities.

(1) If damaged utilities were marked, the Design-Builder shall pay the Owner for the cost of repairs as determined by the Owner.

(2) If damaged utilities were not marked by the Owner but properly reported to KS ONE-CALL, the Owner shall repair utilities at no cost to the Design-Builder.

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§ A.10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder shall promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and Design-Builder. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article A.7. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project Site by the Design-Builder, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Design-Builder agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic or made up of any items that are hazardous or toxic, except for materials or products specified in the Contract Documents.

...

§ A.10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, Contractors, Subcontractors, Architect, Architect's consultants and the agents and employees of any of them from and against Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance exists on site as of the date of the Agreement, is not disclosed in the Design-Build Documents and presents the risk of bodily injury or death as described in Section A.10.3.1 and has not been rendered harmless, provided that such Claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible

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~~property (other than the Work itself) to the extent that such damage, loss or expense is not due to the negligence of the Design-Builder, Contractors, Subcontractors, Architect, Architect's consultants and the agents and employees of any of them.~~

~~§ A.10.4 The Owner shall not be responsible under Section A.10.3 for materials and substances brought to the site by the Design-Builder unless such materials or substances were required by the Design-Build Documents.~~

~~§ A.10.5 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.~~

~~***
The Work in the affected area shall be resumed immediately following the occurrence of any one (1) of the following events: (i) the Owner causes remedial work to be performed that results in the absence of materials or substances such as asbestos or polychlorinated biphenyl (PCB) or (ii) the Owner and the Design-Builder, by written agreement, decide to resume performance of the Work, or (iii) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Design-Builder, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Design-Builder.~~

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~~§ A.11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design-Builder's services and expenses required as a result of such insured loss. Property insurance provided by the Owner will not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this subparagraph 11.4.1.1 shall include a waiver of subrogation as to the Owner.~~

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~~§ A.11.4.1.4 This property insurance shall cover portions of the Work stored off the site and also portions of the Work in transit-transit, if such Work is ordered by the Owner, Design-Builder or Subcontractor and is intended to be installed on the Project.~~

~~***
§ A.11.4.2 § A.11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Design-Build Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Design-Builder, Contractors and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.~~

~~§ A.11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder, Architect, the Design-Builder's other design professionals, if any, Contractors and Subcontractors for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.~~

~~§ A.11.4.4 If the Design-Builder requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Design-Builder by appropriate a deduct Change Order equal Order.~~

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~~§ A.11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms cost of Section A.11.4.7 for damages caused by fire or other causes of loss covered by this separate property such insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ A.11.4.3 § A.11.4.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section A.11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire and that its limits will not be reduced until at least 30 days' prior written notice has been given to the Design-Builder.~~

§ A.11.4.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against each other and any of their consultants, separate contractors described in Section A.6.1, if any, Contractors, Subcontractors, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section A.11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section A.6.1, if any, and the Contractors, Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

~~§ A.11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section A.11.4.10. § A.11.4.7 The Design-Builder shall pay Contractors their just shares of insurance proceeds received by the Design-Builder, Design-Builder and, by appropriate agreements, written where legally required for validity, shall require Contractors to make payments to their Subcontractors in similar manner.~~

~~§ A.11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. § A.11.4.8 The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit Owner, in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Design-Build Contract for convenience, replacement of damaged property good faith, shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article A.7.~~

§ A.11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power; power. The Owner as fiduciary shall, in the case of a decision or award, make settlement with insurers in accordance with directions of a decision or award. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

~~§ A.11.5.1 The Owner shall have the right to require the Design-Builder to furnish bonds covering faithful performance of the Design-Build Contract and payment of obligations arising thereunder, including payment to design professionals engaged by or on behalf of the Design-Builder, as stipulated in bidding requirements or specifically required in the Agreement or elsewhere in the Design-Build Documents on the date of execution of the Design-Build Contract.~~

§ A.11.5.1 The Design-Builder shall furnish bonds covering performance of the Contract, payment of obligations arising therefrom, and a Statutory Bond in accordance with K.S.A. 60-1111, as required and stipulated in this Section A.11.5 and in the Contract Documents in amounts set forth in Paragraph "E" of Exhibit "C."

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§ A.11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ A.11.5.3 The Design-Builder shall keep the Surety informed of the progress of the Work and, where necessary, obtain the Surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retainage; (iii) request for final payment; and (iv) any other item required by the Surety. The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interests, privileges and benefits under and pursuant to any bond issued in connection with the Work.

§ A.11.5.4 If the Owner is damaged by the failure of the Design-Builder to purchase or maintain insurance required under Section 11, then the Design-Builder shall bear all reasonable costs (including attorney's fees, court costs and settlement expenses) properly attributable thereto.

...
§ A.12.2.1 In addition to the Design-Builder's obligations under Section A.3.5, if, within one year after the date of Substantial Completion or after the date for commencement of warranties established under Section A.9.8.5 or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found to be not in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct non-conforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section A.2.5. If, prior to the date of Substantial Completion, the Design-Builder, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment, or other mechanical device, the Design-Builder shall cause such item to be restored to "like new" condition at no expense to the Owner.

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§ A.13.1.1 The Design-Build Contract shall be governed by the law of the place where the Project is located, State of Kansas.

...
§ A.13.2.1 The Owner and Design-Builder respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Design-Build Documents. ~~Except as provided in Section A.13.2.2, neither~~ Neither party to the Design-Build Contract shall assign the Design-Build Contract as a whole without the written consent of the ~~other~~ other party. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Design-Build Contract.

~~§ A.13.2.2 The Owner may, without consent of the Design-Builder, assign the Design-Build Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.~~

...
§ A.13.4.1 ~~Duties~~ Except as provided for in the Contract Documents, the duties and obligations imposed by the Design-Build Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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§ A.13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section A.13.5.1, the Owner shall in writing instruct the

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User Notes:

Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section A.13.5.3, shall be at the Owner's expense. The Design-Builder also agrees that the cost of testing services required for the convenience of the Design-Builder in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be born by the Design-Builder.

§ A.13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD GENERAL PROVISIONS

§ A.13.6.1 ~~As between the Owner and Design-Builder:~~ **§ A.13.6.1** Titles of articles, sections, paragraphs and subparagraphs are for convenience only and neither limit nor amplify the provisions of the Contract in itself. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ A.13.6.2 Whenever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable.

§ A.13.6.3 Each party hereto agrees to do all acts and things to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

§ A.13.6.4 Any specific requirement in this Contract that the responsibilities or obligations of the Design-Builder also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Design-Builder's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ A.13.6.5 The Design-Builder, as to Equal Employment Opportunity, shall comply with the following:

(1) Each subcontractor is required to observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the Contract because of race, religion, color, sex, national origin, ancestry or handicap.

(2) In all solicitations or advertisements for employees, the bidder shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.

(3) If Design/Builder fails to comply with the manner in which Design/Builder reports to the Kansas Commission on Civil Rights in accordance with the Contract, the Contract may be canceled, terminated or suspended and Design/Builder will be removed from the approved bidder list.

- ***
- .1— Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - .2— Between Substantial Completion and Final Application for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Application for Payment; and
 - .3— After Final Application for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later

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than the date of any act or failure to act by the Design Builder pursuant to any Warranty provided under Section A.3.5, the date of any correction of the Work or failure to correct the Work by the Design Builder under Section A.12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Design Builder or Owner, whichever occurs last.

...
(4) If Design/Builder is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, Design/Builder shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by Owner.

...
~~A — the Owner has failed to furnish to the Design Builder promptly, upon the Design Builder's request, reasonable evidence as required by Section A.2.2.8.~~

...
~~§ A.14.1.2 The Design Builder may terminate the Design-Build Contract if, through no act or fault of the Design Builder or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner, as described in Section A.14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~

~~§ A.14.4.3 If one of the reasons described in Sections A.14.1.1 or A.14.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Design-Build Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.~~

...
~~§ A.14.1.4 § A.14.1.3 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or a Contractor or their agents or employees or any other persons performing portions of the Work under a direct or indirect contract with the Design-Builder because the Owner has persistently failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Design-Build Contract and recover from the Owner as provided in Section A.14.1.3.~~

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~~§ A.14.4.3 In the event of termination for the Owner's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the Owner's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. § A.14.4.3 Upon such termination, the Design-Builder shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered, and stored in accordance with the Owner's instructions. The Design-Builder hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. Owner shall be credited for (i) payments previously made to the Design-Builder for the terminated portion of the Work, (ii) claims that the Owner has against the Design-Builder under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Design-Builder that are part of the Contract Sum.~~

EXHIBIT "C" TO GENERAL CONDITIONS OF THE
 CONTRACT FOR CONSTRUCTION
 AIA DOCUMENT A141-2004, AS MODIFIED FOR THIS PROJECT

OWNER'S INSTRUCTIONS FOR INSURANCE AND BONDS

The requirements set forth in this Exhibit "C" are based on insurance provisions and requirements set forth in Article 11 of AIA Document A141-2004, Exhibit A, as modified by this document ("AIA Document A141-2004, Exhibit A"), and the completion of these instructions is presumed to be based thereon.

A. CONTRACTOR'S LIABILITY INSURANCE

Concerning the insurance described in Paragraph 1.1 of AIA Document A141-2004, Exhibit A, specify the following limits:

1.	Worker's Compensation and Employers Liability	Statutory
	Bodily Injury by Accident	\$100,000 Each Accident
	Bodily Injury by Disease	\$500,000 Policy Limit
	Bodily Injury by Disease	\$100,000 Each Employee

Officers who will be on the job site SHALL be included

2. **Commercial General Liability (including Premises-Operations; Products and Completed Operations, XCU cannot be excluded)**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Persona and Advertising Injury Limit	\$1,000,000

The General Liability policy shall include a General Aggregate. Such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have a per project aggregate.

3. **Umbrella Excess Liability**

Maximum Possible Amount that Includes the Base Bid, Alternate Bids and Contingency Amounts	<u>Umbrella Excess Liability</u>
\$2,000,000 or less	\$2,000,000
Between \$2,000,000 and \$10,000,000	\$5,000,000
\$10,000,000 or over	\$10,000,000

4. **Automobile Liability (owned, non-owned, hired):**

Bodily Injury:	
Each Person	\$250,000
Each Accident	\$500,000

Property Damage:
 Each Occurrence \$250,000 or
 \$1,000,000 combined single limit

B. OWNER'S LIABILITY AND CONTRACTOR'S PROTECTIVE INSURANCE

Concerning the insurance described in Paragraph 11.3 of AIA Document A141-2004, Exhibit A, the Contractor shall provide this insurance with the following limits:

Combined Single Limit	
Each Occurrence	\$500,000
Aggregate	\$1,000,000

C. PROPERTY INSURANCE

Concerning the insurance described in Paragraphs 11.2 and 11.4 of AIA Document A141-2004, Exhibit A, the Design-Builder will purchase the insurance in the amounts deemed to be in the public interest that is described in Paragraphs 11.2 and 11.4 of AIA Document A141-2004, Exhibit A.

D. PROFESSIONAL LIABILITY INSURANCE

The Design-Builder shall hire a professional architect services under the Agreement, provide professional liability insurance that compensates the Owner for all negligent acts, errors and omissions by the Architect, agent, employees and consultants of the Architect arising out of the Agreement. The Owner shall be named beneficiary of such insurance, which shall provide coverage of not less than \$500,000 per claim and \$1,000,000 aggregate.

E. BONDS

(1) A Performance Bond, Payment Bond and Statutory Bond as described in Paragraph 11.5 of AIA Document A141-2004, Exhibit A, and in the Additional Documents as that term is defined in Paragraph 1.1.1 of AIA Document A141-2004, Exhibit A, shall be provided in the following amounts:

Performance Bond	100% of Contract Sum
Payment Bond	100% of Contract Sum
Statutory Bond	100% of Contract Sum

(2) The Performance Bond and Payment Bond shall be in the form set forth in AIA Document A312 as attached hereto as Attachment "A" and the Statutory Bond shall be in the form attached hereto as Attachment "B."

Monthly Council Report

July 2015



Department Highlights

- All departmental operations are functioning normally.
- Joel Isaacs was hired to fill one of the school resource officer positions. Isaacs was a former USD266 police officer who will continue his duties in the schools as a Maize SRO officer.
- Chief has submitted a federal technology grant application to fund a new records management system.
- Police administration has been working on transferring records and equipment from the school district to the police department.

Patrol Mileage:
Updating and adding additional vehicles.
August report will reflect current changes.

Budget status: Not available

Major purchases: None

Current Staff Levels.

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

Monthly Activities

June Police Reports - 425
June calls for service - 351

Community Policing:

Officer Rhodes is working on CSI Camp and National night out activities.

PUBLIC WORKS REPORT 7-14-2015

Regular Maintenance

- Keeping up with the street grading with all the rain we had in June and now in July. Also have tried to keep up on the mowing as best we can. City Hall, EMS and the Community Building area are ones we do most of the time. As we get into other projects sometimes the ditches and Road ROW have to wait a little longer.
- Have made some repairs on some of the asphalt streets in town, as well as picking up brush, burning brush, and doing the daily routine things that we must do.
- Have had at least four burials in the last month, and many markers to set.

Special Projects

- Cornejo is finally beginning to start work on 45th St. seems like it takes an act of congress to be able to work in the RR Right of Way where it crosses a city road.
- South Central Sealing has begun bringing in chat to start slurry-sealing. So things are moving along pretty fast.
- We began working on repairing/replacing sidewalk along King street. We have poured about 160 feet so far. Have about 250 feet left to go.
- The Wastewater Plant is operating ok. Had an air compressor failure Saturday, July 11. Was able to get it repaired on Monday. Also, we are waiting on the new Control panel to be delivered and installed. I told you last month about the wiring shorting out and not allowing us to use pump #2 in the main wet well. Most of the wiring is in terrible shape so the option was to get a new control panel. That is part of Phase #1 in the plant upgrade anyway, its just that we need it now.
- Met with Ron Barkley on the sidewalk along 45th between Maize Road and Derringer. He gave us a fairly accurate estimate of about \$120,000 to build a 6' wide sidewalk along that stretch of 45th. When we get the money to do it we will get more exacting bids.

Ron Smothers
Public Works Director

City Engineer's Report
7/20/15

Industrial Park

Reiloy Westland's building is nearing completion with production underway in their main plant area. Offices are occupied.

Dairy Queen

Contractor has pulled permit and grading for the site has commenced.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: July 9, 2015

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular July Commission Meeting

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

1. Commercial development at the northeast corner of 37th & Maize – the corner lot has been purchased for future development as Emprise Bank. Plans have been approved for the construction of Dairy Queen on the lot just north of the intersection. The owner of the additional lots along Maize Road has filed a lot split to create 3 lots out of what were 2 lots in order to offer a more marketable product. Related to this the developer has filed a vacation of a portion of access control along Maize Road to serve these lots with a shared opening.
2. Potential apartment development in the 37th and Maize vicinity – Richard and I have been meeting with an apartment developer from Tulsa, OK that is in the process of purchasing approximately 14 acres of property for an upscale, market-rate apartment community.
3. Zoning Area of Influence – the Sedgwick County Board of Commissioners has directed the Metropolitan Area Planning Commission to study the current practice of granting a 3-mile area of influence to cities within Sedgwick County. Currently all platting and zoning cases within this 3-mile ring are first reviewed by the Planning Commission of the affected city. A unanimous vote by the Sedgwick County Commission is required to overturn any recommendation of the local Planning Commission. I have been participating in the Advance Plans Committee meeting of the MAPC and will attend the MAPC meeting on July 23 to insure that the needs and concerns of Maize are being heard throughout this process.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
July 20, 2015**

Year to date status (Through 6/30/15):

General Fund –			
	Budget	YTD	
Rev.	\$2,666,831	\$2,006,837	75.25%
Exp.	\$3,030,450	\$1,857,482	54.52%
Streets –			
Rev.	\$289,550	\$ 148,966	51.45%
Exp.	\$280,300	\$ 154,303	55.05%
Wastewater Fund-			
Rev.	\$701,000	\$ 418,206	59.66%
Exp.	\$707,000	\$ 390,408	55.69%
Water Fund-			
Rev.	\$754,500	\$ 394,997	52.35%
Exp.	\$754,500	\$ 411,105	54.49%

Health & Dental Benefits

Per Council's request, here are the 2015 numbers (through 06/30/2015) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	\$ 105,748.56	\$ 26,388.62	\$132,137.18
Dental:	8,281.50	2,071.22	10,352.72
Life:	<u>3,724.72</u>	<u>0</u>	<u>3,724.72</u>
	\$ 117,754.78	\$ 28,459.84	\$146,214.62

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 06/30/2015)

Starting Balance:	\$304,736.57
Phase II Playground Equipment:	- 18,563.00
Master Park Plan:	- 10,000.00
Park Equipment:	- 8,000.00
Community Building Remodel:	- 36,580.00
Emergency Lighting Upgrade	- 1,057.47
Playground Signs (5-12 year old):	- 120.00
Volunteer Supplies:	- 19.12
Soap/Towel Dispensers:	- 454.56
Epoxy for Picnic Tables:	- 71.33
New Ceiling Registers:	- 123.33
Parts to Install Picnic Tables:	- 44.33
Concrete to Install Benches:	- 13.16
Ceiling Fans, Wall Plates:	- 171.44
Guttering for Comm. Building	- 955.50
New Chairs for Comm. Building	- 558.82
Appliances for Comm. Building	- 1,313.94
Electrical Receptacles at Park	- 1,679.21
Skate Park Equipment	- 7,214.04
Supplies to Install Equipment	- 871.80
Signs for Skate Park	- 340.00
Clean Up/Repair Bathrooms	- 127.49
Park Shelters	- 52,443.10
Skate Park Equipment	- 28,990.38
Removal of Light Poles	- 11,600.00
Skate Park Installation	- 24,478.30
Remaining Balance:	\$ 98,946.25



CITY OPERATIONS REPORT

DATE: July 15, 2015

TO: Maize City Council

FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Allmond

RE: June Report

1) Water Rights Appeal to State

A conference call has been scheduled for July 23rd to discuss the City's position with State officials. They received all our documentation some time ago.

2) Park Improvements

Staff is moving forward with finalizing Restrooms and Splash Park contracts for Council consideration. Also developing a schedule as to when the construction will begin.

3) Trailer Parks Law Suit

Staff is working with our attorney, Steve Robinson, and is gathering information for rebuttal. Steve responded to the initial lawsuit on July 10th.

4) Economic Development

- Aerotech anticipates being operational by year end.
- Dairy Queen
 - 1. Moving dirt
 - 2. City has issued building permit
- 17 new single family housing starts
- 1 new tri-plex

5) City Meetings

- July 14th - Park & Tree @ 5:30pm
- July 20th - Council @ 7pm
- August 3rd - Special Council @ 7pm
- August 6th - Planning @ 7pm
- August 11th - Park & Tree @ 5:30pm



MUNICIPAL COURT

July 1, 2015

AS OF 6/30/15

2nd Quarter Activity

	<u>2015</u>	<u>YTD</u>	<u>2014</u>	<u>YTD</u>
DUI	9	19	7	13
Traffic Violations	102	188	66	156
Parking Violations	0	0	2	2
Ordinance Violations	15	29	4	33
Crimes Against Persons	0	5	5	8
Crimes Against Property	4	9	5	10
Total Violations Closed	<u>130</u>	<u>250</u>	<u>89</u>	<u>222</u>

Case Dispositions

Dismissals	62	101	83	135
Paid Fine	67	130	64	178

Warrants

Issued	12	51	21	50
Cleared	15	49	24	52

Respectfully,

Sara A. Javier

**MUNICIPAL COURT FEE COLLECTIONS
2015**

Fund	FEE TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GF	Municipal Court Warrants	\$ -	\$ 231.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 50.00							\$ 781.00
GF	Court Fines	2,458.00	4,135.00	3,164.00	2,756.50	4,115.00	2,230.64							\$18,859.14
GF	Municipal Court Late Fee	40.00	100.00	40.00	20.00	80.00	20.00							\$ 300.00
GF	Municipal Court Costs	783.70	1,789.00	1,208.00	1,292.00	1,545.64	1,138.36							\$ 7,756.70
GF	Municipal Police Reports	84.65	259.55	245.00	223.50	119.20	201.75							\$ 1,133.65
GF	Municipal Bond Receipts	-	-	-	-	-	-							\$ -
GF	Restitution Fees	10.00	4.00	-	-	-	23.00							\$ 37.00
GF	Diversion Fees	467.00	1,326.76	423.36	702.14	270.66	1,241.64							\$ 4,431.56
GF	ADSAP	-	-	-	-	-	-							\$ -
GF	Police Video Fee	-	25.00	75.00	75.00	25.00	75.00							\$ 275.00
GF	Jail Housing Fees	54.42	84.08	44.68	55.70	47.36	108.08							\$ 394.32
LETF	Local Law Enforcement Training Funds	132.00	336.00	204.00	276.00	252.00	216.00							\$ 1,416.00
MCF	State Court Training	6.50	14.00	9.00	10.00	10.50	9.00							\$ 59.00
MCF	State Law Enforcement Training	220.00	504.00	368.00	468.00	380.00	340.00							\$ 2,280.00
MCF	Reinstatement Fees	-	162.00	303.00	81.00	243.00	81.00							\$ 870.00
MCF	Municipal Court Bond Receipt	-	481.00	-	-	(481.00)	1,533.50							\$ 1,533.50
MCF	Diversion Fees	231.62	355.25	348.00	369.65	195.32	960.50							\$ 2,460.34
MCF	Public Defender Fees	32.50	70.00	45.00	50.00	52.50	45.00							\$ 295.00
MCF	ADSAP	-	-	-	-	-	-							\$ -
MCF	DUI Supervisory Fund	260.98	958.82	66.66	858.90	638.10	342.00							\$ 3,125.46
	Total Fee Assessed	\$ 4,781.37	\$10,835.46	\$6,693.70	\$7,438.39	\$7,643.28	\$8,615.47	\$ -	\$46,007.67					

CODE ENFORCEMENT

DATE: July 20, 2015
TO: Maize City Council
FROM: Pat Longwell & Jeff Greep, Code Enforcement Officers
RE: 2015 Third Quarter Summary

The following is a summary intended to keep the Council apprised of the status of ongoing code enforcement violations. In addition to the major violations listed below, code enforcement has written approximately 161 other violations (most of which have been corrected) for trash, junk cars, etc. this quarter. Additionally, 244 storm water notices of violation were written.

1. Housing Case #23: 120 W. Academy – House and garage need roof, siding, and window repairs and paint. They have started repairing siding and have done some painting. (On going since 7-21-2014)
2. Housing Case #24: 9035 W. 61st St. N – House and garage need roof, siding and window repairs. They have started siding the garage and the repairs on the house. (On going since 7-21-2014)
3. 109 Khedive – There is an individual who seems to be interested in purchasing the property to refurbish. They were not able to get clear title. They may have to wait until it sells at the Tax Sale next year. Waiting on the Tax Sale.
4. 111 N. King – The owner has been notified that he needs to fix the fence, mow, and remove the mobile from the property. The mobile home has been removed. The grass and brush has also been mowed and cut down. He is currently working on repairing the fencing. Fence is repaired and is working on getting his salvage license. (Ongoing)
5. 110 N. Park – Has built new storage building to help correct violations on property. The owner is working to remove the salvage materials from the property and is going to store them in the new building. (On going)
6. 321 E. Academy– Burned garage. Permit has been extended and in process of repair. Garage has been reroofed and they are still working on siding. (On going)
7. 9010 W. 61st/6225 N. Tyler – Fined \$2,000 for violations. Court will lower fine if violations are corrected. Have moved out over a dozen old autos. (On going)
8. 200/300 Block of Albert – Mobile Home Court has mowed and is hauling off limbs and trash to help correct violations on property. (On going)
9. 4885 N. Maize Rd. – Citation issued for tall weeds and brush. Court costs after mowing. (On going)
10. 9035 W 61st N – Citation issued for junk, tall weeds, brush. (On going)
11. 4865 N. Maize Rd. – Charged \$50.00 plus costs. (Closed ticket)

12. 9000 W. 61st N. – Citation issued for tall grass, weeds, brush, junk. (On going)
13. 6205 N. Tyler – Citation issued for tall grass, weeds, brush, junk. (On going)
14. 5203 N. Maize Rd. - Citation issued to remove gas station canopy. (On going)
15. Worked on the new mobile home court ordinance and city wide Clean-up day.

Draft

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, JULY 9, 2015**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, July 9, 2015, for a Regular Meeting with *Mike Burks* presiding. The following Planning Commission members were present: *Mike Burks, Bryant Wilks, Dennis Downes* and *Jennifer Herington*. Planning Commissioner not present were *Andy Sciolaro, Gary Kirk and Bryan Aubuchon*.

Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer and *LewJene Schneider*, Walker, Lane and Reed.

APPROVAL OF AGENDA

MOTION: *Herington* moved to approve the agenda as presented.
Downes seconded the motion.
Motion carried unanimously.

APPROVAL OF MINUTES

MOTION: *Herington* moved to approve the May 7, 2015 minutes as presented:
Wilks seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

V-02-015 Vacation of complete access control across Lots 2,3, and 3a, Block 5, Wyn-Wood Addition (North of 37th Street on the west side of Maize Road).

Edgington explained to commissioners that the applicant is requesting to vacate complete access control to allow for a second opening to serve Lots 2, 3 and 3a.

MOTION: *Herington* moved to vacate complete access control to allow for a second opening to serve Lots 2, 3 and 3a subject to the conditions and modifications outlined in the staff report and subject to the following conditions:

- 1) Only one opening allowed with size, design and placement subject to approval by the City Engineer
- 2) Must allow crossflow of traffic for easy access to all businesses
- 3)

Wilks seconded the motion.

ADJOURNMENT:

MOTION: With no further business before the Planning Commission,
Wilks moved to adjourn.
Downes seconded the motion.
Motion carried unanimously.

Meeting adjourned at 7:22 PM.

Sue Villarreal
Recording Secretary

Gary Kirk
Chairman