



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

August 24, 2020 - 4:00 pm

DUE TO COVID-19 AND SOCIAL DISTANCING WE ARE ENCOURAGING VIEWING ALL MEETINGS VIRTUALLY ON THE LIVE STREAMED CITY OF ABILENE'S YOU TUBE PAGE AT

https://www.youtube.com/channel/UCNURrU0ueP6_dRpHYu1wJEg

1. Call to Order
2. Roll Call: ____ Ostermann ____ Rein ____ Marshall ____ Shafer ____ Witt
3. Pledge of Allegiance

Consent Agenda (*Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

4. Agenda approval for the August 24, 2020 City Commission meeting.
5. Meeting minutes: August 10, 2020 regular meeting.

Public Comments and Communications

6. Persons who wish to address the City Commission may do so when called upon by the Mayor.

Old and New Business

7. Well #23 Master agreement and work order.
8. Water model update.
9. Accept a resignation from the Sister City board from Norman Anderson.
10. Accept a resignation from the Sister City board from Claire Anderson.

Reports

11. City Manager reports.

Adjournment

12. Consider a motion to adjourn the August 24, 2020 City Commission meeting.

Future Meeting Reminders:

- Study session meeting, September 7 CANCELLED
- City Commission meeting, September 14 CANCELLED
- Study session meeting, September 21 at 4:00 pm
- City Commission meeting, September 28 at 4:00 pm



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
August 10, 2020 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Vice-Mayor Rein, Commissioners Marshall, Shafer, and Witt.
Absent: Mayor Ostermann.

Staff Present: City Manager Foltz, City Clerk Soukup, City Attorney Martin, Finance Director Rothchild, Convention and Visitors Bureau Director Roller-Weeks and Public Works Director Schrader

3. Pledge of Allegiance

Consent Agenda

- 4. Agenda Approval for the August 10, 2020 City Commission Meeting**
5. Meeting minutes: July 27, 2020 Regular Meeting

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve the Consent Agenda as presented. Roll call vote: Marshall YES, Shafer YES, Witt YES, Rein YES. Motion carried unanimously 4-0.

Public Comments and Communications

- 6.** Persons who wish to address the City Commission may do so when called upon by the Mayor.

There were no public comments or communications.

Old and New Business

- 7. Levee agreement between the City of Abilene and the Department of the Army, Corps of Engineers.**

City Manager Foltz presented information regarding the damage on the Mud Creek Levee system. Repairs will be paid for by the Corps of Engineers.

Motion by Commissioner Witt, seconded by Commissioner Marshall to approve the Levee Agreement between the City of Abilene and the Department of the Army, Corps of Engineers. Roll call vote: Shafer YES, Witt YES, Rein YES, Marshall YES. Motion carried unanimously 4-0.

8. Airport Master Plan.

City Manager Foltz presented information regarding the Airport Master Plan.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve the Airport Master Plan. Roll call vote: Witt YES, Rein YES, Marshall YES, Shafer YES. Motion carried unanimously 4-0.

Reports

9. City Manager reports

We visited four businesses today that received CDBG Grants and pictures were taken.

The Garfield open house and ribbon cutting is August 21st.

We are continuing work with the Dickinson County EDC, Jane will be speaking at the annual meeting on Friday, August 14 at The Garfield.

Work continues the 8th Street project. We are waiting on curb and guttering.

The Vine Street project is nearly completed.

Adjournment

10. Consideration of a motion to adjourn the August 10, 2020 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 4:11 pm. Roll call vote: Rein YES, Marshall YES, Shafer YES, Witt YES. Motion carried unanimously 4-0.

(Seal)

Brandon Rein, Vice-Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

8/24/2020

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Public Works

Lon

AGENDA ITEM HEADING:

Well #23 Master Agreement and Work order

BACKGROUND:

For years, our Water Plant operators have recognized the need to develop another ground well in the River Alluvium source side of our water production. It has also been identified by staff and Commission as a high priority. City staff enlisted Olsson Assoc. to conduct a Hydrogeologic Evaluation and Groundwater Model Development. The project began in 2017 and was completed in 2018. Its purpose was to identify the best potential drilling site. Our staff directed test drilling for capacity and chemical analysis in 2018-19. A well site was identified, and staff has been working with the landowners and the Division of Water Resources.

For your consideration today, is to review and take action on the next step in this process which is the Master Agreement and Work Order for Olsson and Associates to provide all of the required professional engineering to design and execute the development of the new well and transmission lines to connect to our existing infrastructure.

The project consists of five total phases with the first three to be completed this year. The first three phases will include general project management, well design and transmission line design.

FISCAL NOTE:

The cost for these three phases will be \$91,394.00. Phases four and five will be completed in 2021 with plans to be online and producing water as well. That remaining cost for 2021 will be \$25,338. This will be paid for out of the 2018 Water Improvement Debt Service.

COMMISSION ACTION OPTIONS:

MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated July 13, 2015 between City of Abilene, Kansas ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Abilene, KS

Project Description: New Municipal Well #23 and Transmission Main

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Project Administration

Task 101-General Project Management

General Project Management consists of the coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Specific activities include coordination and meetings with the Owner, coordination with KDHE, internal project meetings, bimonthly updates of project, billings, collections, and project wrap-up documentation.

Task 102– Project Initiation Meeting

Conduct a project initiation meeting with stakeholders to refine project scope, review the project site, identify specific goals, finalize survey area, establish schedule for completion, collect information necessary to prepare the Design Memorandum, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting.

Task 103—Review Meetings

Olsson will coordinate review meetings at 30, 60, and 90 percent completion of the project with the Owner to review progress and exchange ideas and information necessary during the design period. These will be scheduled based upon progress of work and for additional input and information.

Phase 200 – Well Design Memorandum

Task 201--Preliminary Design Memo

Using existing information provided by the Owner, Olsson will prepare a Design Memorandum which will summarize Preliminary Design of the project and be submitted along with the Plans and Specifications during the KDHE and Division of Water Resources review.

The Design Memorandum is expected to include the following:

- Recap Water Rights
- Establish Property Requirements for new well
- Preliminary Well Design
- Preliminary Pump Selection
- Preliminary Well House Design
- Preliminary Chemical Feed Design (Iron and Manganese)
- Preliminary Raw Water Transmission Main Design
- Preliminary Power Design
- Preliminary Opinion of Construction Cost

Upon completion of the Preliminary Design Memorandum, Olsson will submit to the Owner for review and comment.

Task 202-Final Design Memorandum

Olsson will utilize the comments received from the Owner to finalize the Design Memorandum. Final copies of the Design Memorandum will be submitted to the Owner, KDHE and Division of Water Resources with the final plans and specifications.

Phase 300 – Well and Transmission Main Design

Task 301 – Topographical Survey

Olsson will recover existing property monumentation to establish the location of the road right-of-way and properties along the project, set Control Points and Benchmarks along project limits, and create legal descriptions and exhibits for the water well parcel and access road.

The area to be surveyed will consist of 25 feet outside of right of way on both sides of 2100 Avenue from South Washington east to the east side of Mud Creek, and from there, a 100-foot wide swath southwest to the location of the new water well. Olsson will locate all observed utilities, location of existing features (pavement, buildings, walls, trees, tree mass lines, storm and sanitary sewer structures, pipe sizes, and pipe materials). A Utility One-Call will be made for the site. Utilities that are marked will be located. Above ground utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, underground structures or tanks that are not visible on the surface of the site. For utilities not marked, an attempt will be made to obtain utility maps from the utilities listed on the Utility One-Call. If maps are provided, those utilities will be shown on the survey.

Horizontal coordinate system will be Kansas State Plane Coordinate System, North American Datum of 1983 (NAD83).

Task 302—Hydraulic Analysis of Well and Transmission Main

Olsson will utilize the InfoWater model (currently under development by Olsson as a part of a separate project) to determine the transmission main size for the new well, analyze the downstream capacity of the existing transmission main, and confirm the pump selection for the new well. Results of the analysis will be summarized in the Design Memo document.

Task 303—Prepare Final Plans and Specifications

On the basis of the preliminary design, Olsson will prepare final drawings to show the general scope, extent, and character of the work to be furnished and performed by a licensed Contractor.

In general, the Plans and Specifications shall include:

- Design of a new municipal well, including the well, enclosure, mechanical, electrical service design, controls design
- Design of telemetry system to connect with Water Treatment Plant control system and specification for integration into existing control system.
- Transmission Main Design, including sizing the new transmission main, plan and profile drawings of the transmission main, and design of the connection into the existing 12-inch transmission main west of Washington Street.

Task 304—QA/QC Review

Olsson will perform an independent quality control review of the 90% plans and specifications. This review will verify conformity with AWWA and KDHE Design requirements, and ensure completeness, buildability, and constructability of the project.

Task 305-KDHE Review/Permitting

Olsson will submit the plans and specifications as required for approval and issuance of a construction permit by the KDHE and Division of Water Resources. All fees associated with the permits shall be paid for by the City.

Task 306-KDHE NOI and SWPPP Permit

Olsson will complete a Notice of Intent with associated documentation to Kansas Department of Health and Environment (KDHE) for discharge of stormwater from construction activities that disturb areas greater than 1 acre. This will include development of a Storm Water Pollution Prevention Plan (SWPPP) that the contractor will use in inspecting runoff and best management practices during construction.

Task 307-Right of Way and easements

Olsson will assist in the negotiations for the property needed for the new well and provide drawings and exhibits.

Phase 400 – Bidding Phase Services**Task 401 – Invitation for Bids**

Olsson will identify potential contractors and suppliers and distribute copies of Invitation to Bid for the Project. Maintain a record of prospective bidders and suppliers to whom drawings and specifications have been issued.

Task 402—Distribute Plans and Specifications

Olsson will provide two sets of plans and specifications to the Owner. Additionally, Olsson will coordinate posting electronic files to Plan Houses so that they are available to prospective bidders.

Task 403—Answer Questions/Prepare and Distribute Addenda

Interpret construction contract drawings and specifications and provide responses to questions from bidders requiring clarification during the bidding period. Prepare and issue addenda to the construction contract documents when required.

Task 404—Recommendation of Award

Olsson will evaluate bids, ensuring that all required documents have been submitted, and make a recommendation of Award to the lowest responsive and responsible Bidder. Olsson will provide a Bid Tabulation and Recommendation of Award letter to the Owner, summarizing the results.

Phase 500 – Construction Observation and Materials Testing.

Olsson will furnish Project Management, Construction Management, On-site Field, and Project Close-Out Services during the construction phase. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications.

The construction duration is estimated to be three to four months of construction and the services provided is assuming that all work will be completed with one bid letting with one general contractor.

Task 501 Project and Construction Management

1. General Project Management – The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work with, City, Utility Companies, private property owners and other parties necessary to complete the project. Provide regular progress reports with invoices.
2. Construction Management – Provide services to coordinate the work activities of the City, Contractor, and other affected parties, and the work is performed in general conformance with the Construction Documents. Answer Contractors' questions and interpret construction documents.
3. Payment Estimates - Review and submit quantities of work. Consultant's Observer will be responsible for verifying the quantities of work, which are the basis of the payment estimates.
4. Project Coordination – Olsson will provide project coordination with Contractor, Subcontractors, Utility Companies, Utility Contractors, City of Abilene and Private Property Owners to facilitate project timeline and milestones.

5. Pre-Construction Meeting – Olsson will prepare and administer the Pre-construction meeting: At the date and time selected and at facilities provided by the City, conduct a pre-construction conference. The Consultant will prepare an agenda for the conference, record and distribute meeting minutes to those in attendance. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety.
6. Progress Meetings - It is anticipated this project will have bi-weekly progress meetings during the project construction time frame. The Consultant will prepare meeting agendas, record and distribute meeting minutes over the course of the project.
7. Review Contractor's Submittals - The Consultant will coordinate contractor submittals, for equipment and materials and distribute to appropriate project personnel. All requests for variations from the contract documents will be reviewed with the City and engineer before issuing an approval to the contractor.
8. Testing Management and Review – Olsson Construction Manager will review all testing data and reports provided by the City and furnish to the Contractor. Upon City Project manager direction, any areas requiring re-tests or removal and replacement will be coordinated with the Contractor as directed.

Task 502 – Construction Inspection and Testing

1. On Site Field Inspection - Olsson will furnish a combination of full time and part time Construction Inspection services during the active phases of the project. Olsson's on-site representative will perform inspection in accordance with the plans and specifications. Olsson shall verify through site inspection and observation that all work being performed is per the Contract Documents. All discrepancies will be reported to the Design Engineer, City Project Manager and the Contractor.
2. Project Documentation – The Consultant's Observer shall prepare and keep detailed notes, computation and measurements, records of quantities of pay items used in the work, and the tests, certifications, or basis of acceptance of these materials and a record of the Contractor's operations. This information will be documented using City of Wamego reporting procedures.
3. Review of Work, Rejection of Defective Work, Observations and Tests – Conduct on-site observations of the Work in progress to assist Construction Manager in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Construction Manager whenever Field Observer believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any governing agency, test or approval required to be made, and advise Construction Manager of Work that Field Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.
4. Olsson shall provide materials testing and other testing as required for construction of the new utilities. This would include acceptance testing, moisture and density testing for trench backfill, compaction testing for

pavement subgrade. Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Testing will be performed as necessary during the course of the work. We have assumed the following number of Tests, Proctors and Atterbergs required for testing of soil:

- a. On-site material – (3) EA Standard Proctors
- b. On-site material – (2) EA Atterberg Limits
- c. Utility Trench backfill – Daily testing as necessary
- d. Embankment Construction - Daily testing (various depths and frequencies)

Concrete Pavement - Olsson will perform concrete sampling; including slump, air entrainment and temperature on composite samples of concrete. Cylinders will be cast from the concrete used in the construction of the pavement for compressive strength testing. We have assumed the following number of Tests required for testing of concrete:

- a. Pavement Subgrade – as needed
- b. Concrete – (2) sets of 5 samples

Waterline – Olsson will perform inspection and coordination during the installation of the water. Backfill compaction testing of the trenches will be performed.

Reporting: Testing reports will be reviewed by our Construction Administrator and provided to the Client, Engineer and the City.

PROJECT ASSUMPTIONS

The following are additional services that Olsson can provide:

Items not included:

- Construction Staking

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 1, 2020

Anticipated Completion Date: December 2020 for design

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of One Hundred Sixteen Thousand Seven Hundred Thirty Two Dollars (\$116,732.00). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jane Foltz.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 302 S. 4th Street, Suite 110, Manhattan, Kansas 66502. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Brad Sonner, PLA, LEED AP
Vice President

By _____
Jamie Fain, P.E.
Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ABILENE, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated: _____

EXHIBIT B

New Water Well 23 and Transmission Line

May 18, 2020

Phase/ Task		Description of Work	Engineering					Survey			Field Services		Materials Testing
			Senior Engr	Tech. Leader	Project Engr	Assoc. Engr	Senior Tech	Assoc. Tech	Project Surveyor	2-Man Crew	Survey Tech	Assoc. Tech	
Phase 100		Project Management and Expenses	\$240.00	\$175.00	\$135.00	\$113.00	\$90.00	\$70.00	\$120.00	\$150.00	\$85.00	\$65.00	Lump Sum
Task 101		Project Management	4		10								\$2,310.00
Task 102		Project Initiation Meeting	4		10								\$2,310.00
Task 103		Review Meetings (30.60.90)	4		14								\$2,850.00
Phase 200		Well Design Memorandum											\$15,512.00
Task 201		Preliminary Design Memo			24	20	24	8					\$8,220.00
Task 202		Final Design Memo	8	8	8	4	24	4					\$7,292.00
Phase 300		Well 23 and Transmission Main Design											\$68,412.00
Task 301		Boundary and Topographic Survey					2		8	26	35		\$8,015.00
Task 302		Hydraulic Analysis of Well and Transmission Main	2	8									\$1,560.00
Task 303		Prepare Final Plans and Specifications, Well and House	6	70				48					\$14,250.00
		Prepare Final Plans and Specifications, Waterline	6	80	20			75					\$19,750.00
		MEP and Well Controls	8	34	36			8					\$12,498.00
Task 304		QA/QC Review	4	10									\$2,710.00
Task 305		KDHE Review Permitting	4	8				4					\$3,720.00
Task 306		NOI and SWPPP Permit		15				4					\$2,305.00
Task 307		Right of Way and Easements	2			8			10	12			\$3,604.00
Phase 400		Bidding Phase Services											\$3,206.00
Task 401		Invite, Plan Distribute, Addendums, Q/A.			20	2		4					
Phase 500		Construction Observation and Materials Testing											\$5,852.00
Task 501		Project and Construction Management			40	4						180	\$15,500.00
Task 502		Construction Inspection and Testing										12	\$780.00
Task 503		Project Closeout and Reporting											
GRAND TOTAL			\$12,480	\$10,500	\$41,445	\$10,622	\$4,500	\$10,850	\$2,160	\$3,900	\$3,995	\$12,480	\$3,800
			Engineering					Survey			Field Services		Materials Testing
			\$90,397.00					\$10,055.00			\$16,280.00		\$116,732.00
													\$116,732.00

Norman Anderson
1152 Old 40
Abilene, KS 67410

August 19, 2020

Abilene City Commission
419 N Broadway St
Abilene, KS 67410

To Whom it May Concern

Due to personal health concerns, I currently find it necessary to resign from the Abilene-Omitama Sister City board. Please consider my resignation effective immediately.

Sincerely,



Norman Anderson

Claire Anderson
1152 Old 40
Abilene, KS 67410

August 19, 2020

Abilene City Commission
419 N Broadway St
Abilene, KS 67410

To Whom it May Concern

While it has been an honor and a pleasure to serve on the Abilene-Omitama Sister City board, due to personal reasons, I find it necessary to resign at this time. I have truly appreciated the hard work, dedication and passion of my fellow board members. I will greatly miss my time with them.

Sincerely,

A handwritten signature in cursive script that reads "Claire Anderson".

Claire Anderson