

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

**MAIZE PARK CEMETERY BOARD
SPECIAL MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, AUGUST 19, 2013
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**MAIZE CITY COUNCIL 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
 - a. Fall Festival Presentation by Maize Lions Club (Mary Belton)
- 6) Consent Agenda
 - A. Approval of Minutes – Regular Council Meeting of July 15, 2013 and the Special Meeting of July 29, 2013
 - B. Receive and file minutes from the Park and Tree Board meeting of July 9, 2013
 - C. Cash Disbursements from July 1, 2013 thru July 31, 2013 in the amount of \$718,264.61 (Check #56592 thru #56730).
- 7) Old Business
 - A. GO Refunding Bonds Series 2013B Sale Ordinance and Resolution
- 8) New Business
 - A. Ruggles & Bohm Engineering Contract
 - B. Hampton Lakes 2nd Addition Phase 2 Revised Petition & Resolution
 - C. Hampton Lake 2nd Addition Phase 2 Water & Sewer Bids & Contract
 - D. Watercress Village 3rd Water & Sewer Bids & Contract
 - E. Series 2013B Temp Notes and Series 2013C Bond Resolutions
- 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

**MAIZE PARK CEMETERY BOARD AGENDA
SPECIAL MEETING
CHAIR KAREN FITZMIER PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Cemetery Fencing & Upgrade Discussion
- 4) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, July 15, 2013**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **July 15, 2013** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Alex McCreath, Pat Stivers, Karen Fitzmier. Kevin Reid** was absent.

Also present were: **Richard LaMunyon**, City Administrator, **Rebecca Bouska**, Deputy City Administrator, **Sue Villarreal**, City Treasurer, **Matt Jensby**, Police Chief, **Ron Smothers**, Public Works Director, **Bill McKinley**, City Engineer, **Kim Edgington**, Planning Administrator and **Larry Kleeman**, Financial Advisor.

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of June 17, 2013 and July 8, 2013 for approval, the Park and Tree Board minutes of June 11, 2013 for receipt and file, the Cash Disbursement Report from June 1, 2013 through June 30, 2013 in the amount of \$366,116.43 (Check #56457 through #56591).

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

ECONOMIC DEVELOPMENT INCENTIVE PLANS EXTENSION:

A recommendation to extend the Housing and Commercial Grant Programs through December 31, 2014 was submitted for Council approval.

MOTION: *Clasen* moved to approve extending the Housing and Commercial Grant Programs through December 31, 2014
McCreath seconded. Motion declared carried.

INDUSTRIAL PARK MASTER PLAN AGREEMENT:

An agreement with TranSystems Corporation in the amount of \$34,440 for an industrial park master plan was submitted for Council approval.

MOTION: *Stivers* moved to approve the TranSystems Corporation contract in an amount not to exceed \$34,440 and authorize the Mayor to sign.
Fitzmier seconded. Motion declared carried.

RESOLUTION FOR 2008A AND 2008B BOND REFUNDING:

A resolution authorizing the refunding the Series 2008A and 2008B GO Bonds was submitted for Council approval.

MOTION: *Clasen* moved to approve the resolution authorizing resolution of the 2008A and 2008B GO Bonds.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #539-13.

NORTH MAIZE ROAD MAIN TRAFFICWAY ORDINANCE:

An ordinance designating North Maize Road from K-96 north to the City limits was submitted for Council approval.

MOTION: *Fitzmier* moved to approve the Main Trafficway Ordinance and authorize the Mayor to sign.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #865.

NORTH MAIZE ROAD PROJECT AUTHORIZATION RESOLUTION:

A resolution authorizing the financing of improvements to North Maize Road from K-96 through the 61st Street intersection was submitted for Council approval.

MOTION: *Fitzmier* moved to approve the resolution authorizing the financing of improvements to North Maize Road in a total amount not to exceed \$345,000 and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #540-13.

PETITION AND RESOLUTION OF ADVISABILITY FOR LAKELANE ROAD IMPROVEMENTS:

A petition and resolution of advisability for Lakelane paving improvements were submitted for Council approval.

MOTION: *Clasen* moved to accept the petition for the Lakelane paving improvements in a total amount of \$100,000 and adopt the resolution of advisability for Lakelane paving improvements.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #541-13.

NORTH MAIZE ROAD AND LAKELANE CONSTRUCTION BIDS AND CONTRACT:

Construction bids and contract for North Maize Road and Lakelane paving improvements were submitted for approval.

MOTION: *Stivers* moved to accept the low bid and approve the construction agreement with Kansas Paving in an amount not to exceed \$321,500 for Maize Road paving and \$88,000 for Lakelane paving and authorize the Mayor to sign.
Fitzmier seconded. Motion declared carried.

PROPOSED 2014 CIYT OF MAIZE BUDGET:

The City of Maize 2014 Proposed Budget with a mill levy of 42.855 was submitted for Council approval.

MOTION: *Clasen* moved to accept the 2014 budget as presented, authorize publication of the budget in *The Clarion* and set the public hearing on the proposed budget for Monday, July 29, 2013 at 7:00 pm.
Fitzmier seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

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

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Monday, July 29, 2013**

The Maize City Council met in a special meeting at 7:00 p.m., **Monday, July 29, 2013** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Councilmembers present were **Donna Clasen, Alex McCreath, Pat Stivers,** and **Karen Fitzmier** . **Kevin Reid** was absent

Also present were: **Richard LaMunyon**, City Administrator; **Rebecca Bouska**, Deputy City Administrator, **Jocelyn Reid** City Clerk, **Sue Villarreal**, City Treasurer; **Laura Fearey**, Administrative Assistant; **Matt Jensby**, Police Chief and **Ron Smothers**, Public Works Director.

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

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

PUBLIC HEARING FOR THE CITY OF MAIZE 2013 BUDGET:

Mayor Donnelly opened the Public Hearing at 7:00 pm. Hearing no comments, the Public Hearing was closed.

ADOPTION OF THE 2014 BUDGET:

The City of Maize 2014 Budget was submittal for Council approval.

MOTION: **Fitzmier** moved to adopt the 2014 Budget for the City of Maize and submit to the Sedgwick County Clerk.
 Clasen seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by: _____
 Jocelyn Reid, City Clerk

**MAIZE PARK AND TREE BOARD
MINUTES – REGULAR MEETING
TUESDAY, July 9, 2013**

The Maize Park and Tree Board met in a regular meeting at 7:06PM, Tuesday, July 09, 2013 with **Tammy Learned** presiding. Board members present were **Betty Pew, Jennifer Herington, Mike Burks, Becky Keiterbell, and Dennis Wyatt**. Member absent was **Joe Lenz**.

Also present were **Laura Fearey**, Recording Secretary and **Richard LaMunyon**, City Administrator.

Approval of Agenda:

MOTION: **Burks** moved to approve the agenda.
Wyatt seconded. Motion declared carried.

Approval of the June 11, 2013:

MOTION: **Wyatt** moved to approve the minutes.
Keiterbell seconded. Motion declared carried.

Water Park Plan Update:

White Hutchinson is working to gather information to send us prior to the next meeting. Mr. Balauncy is planning to attend August's meeting on the 13th. He will have a PowerPoint to present to the Board.

Fall Festival Discussion:

Fearey will contact Mary Belton with the Maize Lions Club to discuss the possibility of helping man a booth. **Fearey** will order polo shirts this month.

Other Items:

Board members agreed to set up a schedule for watering assigning each person a day to water. The schedule is as follows:

Sunday – Pew
Monday – Keiterbell
Tuesday – Burks
Wednesday – Learned
Thursday – Wyatt
Friday – Herington
Saturday - Open

Wyatt has purchased a shed to place in the City Park along with combination locks for the shed and water valve. Fearey will contact Ron Smothers, Public Works Director, regarding the installation of the shed. Wyatt will also contact Ron regarding additional mulch for the playground area.

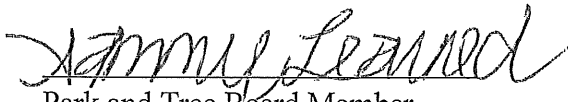
Wyatt mentioned the possibility of placing burning bushes along the east fence line of the Skate Park. Fearey will contact Brady Nursery to get a cost estimate.

Adjournment:

With no further business before the board:

MOTION: Burks motioned to adjourn.
Herington seconded. Motion declared carried.
Meeting adjourned at 8:03PM.

Approved by the Park and Tree Board on August 13, 2013.


Park and Tree Board Member


Recording Secretary

PACKET: 00 JULY BANK DRAFTS
VENDOR SET: CITY OF MAIZE AP
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0143		KANSAS DEPT OF REVENUE				
I-201308010936	7/18/2013 AP	JULY 2013 SALES TAX DRAFT CK# 071813 7/18/2013 JULY 2013 SALES TAX	305.87	1099: N 21 5-00-9200	WATER TAX EXPEN	305.87
		=== VENDOR TOTALS ===	305.87			
01-0145		KANSAS EMPLOYMENT SECURITY FUN				
I-201308010937	7/19/2013 AP	UNEMPLOYMENT TAX-2ND QTR DRAFT CK# 071913 7/19/2013 UNEMPLOYMENT TAX-2ND QTR	293.57	1099: N 01 5-80-5212	UNEMPLOYMENT IN	293.57
		=== VENDOR TOTALS ===	293.57			
01-0155		KANSAS STATE TREASURER				
I-201308010935	7/31/2013 AP	P & I-2006 WATER REV BONDS DRAFT CK# 073113 7/31/2013 P & I-2006 WATER REV BONDS P & I-2006 WATER REV BONDS	276,293.75	1099: N 16 5-00-9903 16 5-00-9904	BOND PRINCIPAL BOND INTEREST	155,000.00 121,293.75
		=== VENDOR TOTALS ===	276,293.75			
		=== PACKET TOTALS ===	276,893.19			

Donna Clasen
8/2/2013

PACKET: 0017 771813 AP
VENDOR SET: CITY OF MAIZE AP
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0022		ALL SEASONS SPORTSWEAR				
I-34961	6/25/2013 AP	UNIFORM SEWING DUE: 6/25/2013 DISC: 6/25/2013 UNIFORM SEWING	10.73	1099: N 01 5-20-8007	UNIFORMS	10.73
=== VENDOR TOTALS ===			10.73			
01-0023		ALLPAK BATTERY				
I-221212	6/20/2013 AP	BATTERY - CAR #607 DUE: 6/20/2013 DISC: 6/20/2013 BATTERY - CAR #607	146.50	1099: N 01 5-20-8301	AUTO BATTERIES	146.50
=== VENDOR TOTALS ===			146.50			
01-0024		AMAZON				
I-201307170893	7/10/2013 AP	OFFICE & COMPUTER EQUIPMENT DUE: 7/10/2013 DISC: 7/10/2013 OFFICE & COMPUTER EQUIPMENT OFFICE & COMPUTER EQUIPMENT OFFICE & COMPUTER EQUIPMENT OFFICE & COMPUTER EQUIPMENT	1,219.49	1099: N 01 5-10-8802 01 5-10-8302 01 5-20-8801 02 5-00-8005	OFFICE EQUIPMEN BATTERIES (NON COMPUTERS OFFICE SUPPLIES	1,107.63 14.98 20.59 76.29
=== VENDOR TOTALS ===			1,219.49			
01-0034		ARC - SOUTH CENTRAL				
I-74-612134	6/06/2013 AP	CEMETERY MAP DUE: 6/06/2013 DISC: 6/06/2013 CEMETERY MAP	55.06	1099: N 98 5-00-7975	MAPS	55.06
=== VENDOR TOTALS ===			55.06			
01-0057		CASH				
I-201307170890	7/17/2013 AP	PETTY CASH REIMBURSEMENT DUE: 7/17/2013 DISC: 7/17/2013 PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT	115.57	1099: N 01 5-01-8005 01 5-80-7970 01 5-10-8603 01 5-20-7969	OFFICE SUPPLIES COMMUNITY SERVI COMMODITIES 911 CAMP EXPENS	19.94 5.04 56.53 34.06
=== VENDOR TOTALS ===			115.57			

*Jocelyn has notified several times
City Tax Exempt
* Bot laminator & camera
SPH was \$29 + sales
total of \$110 saved if
bot local*

*This is fraud in thought -
May not be practical
or less expensive to buy
... than Amazon*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0062		CENTRAL POWER SYSTEMS				
I-1045717	7/10/2013 AP	GENERATOR AT PLANTATION LS DUE: 7/10/2013 DISC: 7/10/2013 GENERATOR AT PLANTATION LS	234.00	1099: N 20 5-00-8109	ELECTRICAL EQUI	234.00
		=== VENDOR TOTALS ===	234.00			
01-0063		CHAMBER MUSIC AT THE BARN				
I-510	7/06/2013 AP	PROGRAM AD DUE: 7/06/2013 DISC: 7/06/2013 PROGRAM AD	1,500.00	1099: N 01 5-80-7970	COMMUNITY SERVI	1,500.00
		=== VENDOR TOTALS ===	1,500.00			
01-0066		CINTAS FIRST AID & SAFETY				
I-0417107926	7/10/2013 AP	FIRST AID KIT REFILLS-ADMIN/P DUE: 7/10/2013 DISC: 7/10/2013 FIRST AID KIT REFILLS-ADMIN/PD FIRST AID KIT REFILLS-ADMIN/PD	57.86	1099: N 01 5-10-8603 01 5-20-8603	COMMODITIES COMMODITIES	29.05 28.81
		=== VENDOR TOTALS ===	57.86			
01-0071		CITY PRINT, INC.				
I-33546	6/28/2013 AP	HIGHLIGHTS PRINTING DUE: 6/28/2013 DISC: 6/28/2013 HIGHLIGHTS PRINTING	715.00	1099: N 01 5-10-7204	NEWSLETTER/PRIN	715.00
		=== VENDOR TOTALS ===	715.00			
01-0390		COUNTRYSIDE LAWN & TREE CARE,				
I-1808281	7/02/2013 AP	IRRIGATION SYSTEM REPAIR DUE: 7/02/2013 DISC: 7/02/2013 IRRIGATION SYSTEM REPAIR	635.88	1099: N 01 5-40-7701	BUILDING/GROUND	635.88
		=== VENDOR TOTALS ===	635.88			
1-0096		ERIC HARTENSTEIN				
I-201307170888	7/11/2013 AP	PUBLIC DEFENDER SERVICES DUE: 7/11/2013 DISC: 7/11/2013 PUBLIC DEFENDER SERVICES	150.00	1099: N 12 5-00-7908	PUBLIC DEFENDER	150.00
		=== VENDOR TOTALS ===	150.00			

Been some for several years.

*Several broken head parts 245.88
 Labor 390.00*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0097		EXPLORATION PLACE				
I-0591336	6/13/2013 AP	911 CAMP ACTIVITY DUE: 6/13/2013 DISC: 6/13/2013 911 CAMP ACTIVITY	360.00	1099: N 01 5-20-7969	911 CAMP EXPENS	360.00
		=== VENDOR TOTALS ===	360.00			
01-0098		FAHNESTECOK HEATING & AIR				
I-1088161	6/30/2013 AP	PARKING LOT LIGHTS-CITY HALL DUE: 6/30/2013 DISC: 6/30/2013 PARKING LOT LIGHTS-CITY HALL	1,061.23	1099: N 01 5-40-8109	ELECTRICAL EQUI	1,061.23
I-226756	6/30/2013 AP	ELECTRICAL REPAIR - CITY HALL DUE: 6/30/2013 DISC: 6/30/2013 ELECTRICAL REPAIR - CITY HALL	48.00	1099: N 01 5-40-8109	ELECTRICAL EQUI	48.00
		=== VENDOR TOTALS ===	1,109.23			
01-0107		GALLS INCORPORATED				
I-000767372	7/05/2013 AP	UNIFORM BOOTS DUE: 7/05/2013 DISC: 7/05/2013 UNIFORM BOOTS	113.48	1099: N 01 5-20-8007	UNIFORMS	113.48
		=== VENDOR TOTALS ===	113.48			
01-0114		HAMPEL OIL DISTRIBUTORS, INC.				
I-0417107924	7/10/2013 AP	FIRST AID KIT REFILL - SHOP DUE: 7/10/2013 DISC: 7/10/2013 FIRST AID KIT REFILL - SHOP	39.52	1099: N 02 5-00-8503	SAFETY EQUIPMEN	39.52
I-90488396	7/16/2013 AP	DIESEL FUEL - PUBLIC WORKS DUE: 7/16/2013 DISC: 7/16/2013 DIESEL FUEL FOR PUBLIC WORKS DIESEL FUEL FOR PUBLIC WORKS DIESEL FUEL FOR PUBLIC WORKS	2,201.18	1099: N 02 5-00-8305 20 5-00-8305 21 5-00-8305	DIESEL FUEL DIESEL FUEL DIESEL FUEL	733.73 733.73 733.72
		=== VENDOR TOTALS ===	2,240.70			
01-0131		JOHN D PALMER				
I-201307170892	7/17/2013 AP	CEMETERY MAINTENANCE DUE: 7/17/2013 DISC: 7/17/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
		=== VENDOR TOTALS ===	400.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0136		KA-COMM, INC.				
I-117127	7/09/2013 AP	PART FOR LIGHT BAR-CAR #309 DUE: 7/09/2013 DISC: 7/09/2013 PART FOR LIGHT BAR-CAR #309	261.00	1099: N 01 5-20-8111	TOOLS/EQUIPMENT	261.00
		=== VENDOR TOTALS ===	261.00			
01-0137		KANSAS ASSOCIATION OF CHIEFS O				
I-201307170889	7/17/2013 AP	KS POLICE ADMIN SEMINAR DUE: 7/17/2013 DISC: 7/17/2013 KS POLICE ADMIN SEMINAR	200.00	1099: N 11 5-00-7806	MAIZE POLICE TR	200.00
		=== VENDOR TOTALS ===	200.00			
01-0158		KANSASLAND TIRE				
I-073027	7/12/2013 AP	TIRES - CAR #410 DUE: 7/12/2013 DISC: 7/12/2013 TIRES - CAR #410	543.64	1099: N 01 5-20-8303	TIRES	543.64
I-073059	7/15/2013 AP	OIL CHANGE - CAR 3812 DUE: 7/15/2013 DISC: 7/15/2013 OIL CHANGE - CAR 3812	26.45	1099: N 01 5-20-8304	OIL CHANGES	26.45
I-073077	7/16/2013 AP	OIL CHANGE - CAR #410 DUE: 7/16/2013 DISC: 7/16/2013 OIL CHANGE - CAR #410	27.70	1099: N 01 5-20-8304	OIL CHANGES	27.70
		=== VENDOR TOTALS ===	597.79			
01-0175		LEE REED ENGRAVING, INC.				
I-126914	7/08/2013 AP	NAME PLATES-TREE/PARK BOARD DUE: 7/08/2013 DISC: 7/08/2013 NAME PLATES-TREE/PARK BOARD	74.40	1099: N 01 5-90-7982	TREE BOARD EXPE	74.40
		=== VENDOR TOTALS ===	74.40			
01-0185		MAYER SPECIALTY SERVICES				
I-2013327	7/15/2013 AP	EMERGENCY SEWER CLEAN OUT DUE: 7/15/2013 DISC: 7/15/2013 EMERGENCY SEWER CLEAN OUT	300.00	1099: N 20 5-00-7500	CONTRACTORS	300.00
		=== VENDOR TOTALS ===	300.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0387		MCCULLOUGH EXCAVATION, INC.				
I-201307170895	6/30/2013 AP	WATER/SEWER IMPROVEMENTS DUE: 6/30/2013 DISC: 6/30/2013 WATER/SEWER IMPROVEMENTS	110,995.62	1099: N 05 5-00-7500	<i>Water Crest</i> CONTRACTORS	110,995.62
=== VENDOR TOTALS ===			110,995.62			
01-0189		MKEC				
I-97570	7/10/2013 AP	ENGINEERING - HAMPTON LAKES DUE: 7/10/2013 DISC: 7/10/2013 ENGINEERING - HAMPTON LAKES	4,500.00	1099: N 05 5-00-7501	<i>Water Crest</i> ENGINEERING SER	4,500.00
=== VENDOR TOTALS ===			4,500.00			
01-0201		PAINE LAW FIRM, LLC				
I-2144	7/15/2013 AP	PUBLIC DEFENDER SERVICES DUE: 7/15/2013 DISC: 7/15/2013 PUBLIC DEFENDER SERVICES	150.00	1099: N 12 5-00-7908	PUBLIC DEFENDER	150.00
=== VENDOR TOTALS ===			150.00			
01-0207		PETERSEN'S SMALL ENGINE REPAIR				
I-4812981	7/16/2013 AP	PARTS FOR MOWER DUE: 7/16/2013 DISC: 7/16/2013 PARTS FOR MOWER	41.30	1099: N 02 5-00-8106	LAWN CARE EQUIP	41.30
=== VENDOR TOTALS ===			41.30			
01-0209		PITNEY BOWES, INC.				
I-1017193-JY13	7/13/2013 AP	POSTAGE MACHINE RENTAL DUE: 7/13/2013 DISC: 7/13/2013 POSTAGE MACHINE RENTAL	159.00	1099: N 01 5-10-7601	EQUIPMENT RENTAL	159.00
=== VENDOR TOTALS ===			159.00			
01-0211		PRAIRIELAND PARTNERS				
I-767724	6/07/2013 AP	PARTS FOR MOWER DUE: 6/07/2013 DISC: 6/07/2013 PARTS FOR MOWER	82.88	1099: N 02 5-00-8106	LAWN CARE EQUIP	82.88
=== VENDOR TOTALS ===			82.88			

Water Crest
2nd Page Almost done

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0233		SDK LABORATORIES				
I-201307170894	7/02/2013 AP	LAB ANALYSIS-SEWER PLANT DUE: 7/02/2013 DISC: 7/02/2013 LAB ANALYSIS-SEWER PLANT	1,103.00	1099: N 20 5-00-7008	WASTEWATER LABO	1,103.00
=== VENDOR TOTALS ===			1,103.00			
01-0239		SEDGWICK COUNTY DIVISION OF FI				
I-1800036751	7/08/2013 AP	JAIL HOUSING FEES-JUNE 2013 DUE: 7/08/2013 DISC: 7/08/2013 JAIL HOUSING FEES-JUNE 2013	149.76	1099: N 01 5-30-9909	COUNTY JAIL HOU	149.76
=== VENDOR TOTALS ===			149.76			
01-0242		SHRED-IT WICHITA				
I-9402146083	6/24/2013 AP	SHREDDING SERVICE DUE: 6/24/2013 DISC: 6/24/2013 SHREDDING SERVICE - 04/30/12 SHREDDING SERVICE - 04/30/12	73.50	1099: N 01 5-10-7502 01 5-20-7502	PROFESSIONAL SE PROFESSIONAL SE	29.40 44.10
=== VENDOR TOTALS ===			73.50			
01-0260		TRANSYSTEMS CORPORATION				
I-0002489093	7/05/2013 AP	ENGINEERING-CENTRAL STREET DUE: 7/05/2013 DISC: 7/05/2013 ENGINEERING-CENTRAL STREET	2,638.75	1099: N 05 5-00-7501	ENGINEERING SER	2,638.75
=== VENDOR TOTALS ===			2,638.75			
01-0266		UNI FIRST				
I-2400405846	6/30/2013 AP	UNIFORMS AND MATS DUE: 6/30/2013 DISC: 6/30/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	492.30	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	123.08 123.08 123.08 123.06
I-2400407289	7/16/2013 AP	UNIFORMS AND MATS DUE: 7/16/2013 DISC: 7/16/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	267.94	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	66.99 66.99 66.99 66.97
=== VENDOR TOTALS ===			760.24			

*241,072 Extra Testing done
 Ann Valley*

57% complete

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0269	UNUM PROVIDENT					
I-201307170885	7/12/2013 AP	LIFE, STD AND A D & D PREMIUM DUE: 7/12/2013 DISC: 7/12/2013 LIFE, STD AND A D & D PREMIUMS	591.46	1099: N 01 5-80-5211	HEALTH/DENTAL/L	591.46
=== VENDOR TOTALS ===			591.46			
01-0291	WILLIAM MCKINLEY					
I-201307170887	7/17/2013 AP	MILEAGE REIMBURSEMENT DUE: 7/17/2013 DISC: 7/17/2013 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	106.79	1099: N 47 5-00-6305 05 5-00-6305 05 5-00-6305	MILEAGE/TRAVEL MILEAGE REIMBUR MILEAGE REIMBUR	35.60 35.60 35.59
=== VENDOR TOTALS ===			106.79			
01-0292	WOODARD MERCANTILE					
I-101306240004	6/24/2013 AP	911 CAMP SUPPLIES DUE: 6/24/2013 DISC: 6/24/2013 911 CAMP SUPPLIES	94.00	1099: N 01 5-20-7969	911 CAMP EXPENS	94.00
=== VENDOR TOTALS ===			94.00			
01-0294	ZIPS EXPRESS CAR WASH					
I-201307170891	7/17/2013 AP	PD CAR WASHES DUE: 7/17/2013 DISC: 7/17/2013 PD CAR WASHES	32.00	1099: N 01 5-20-8104	AUTOMOTIVE	32.00
=== VENDOR TOTALS ===			32.00			
=== PACKET TOTALS ===			131,974.99			

Diana Clasen
 7/18/2013

PACKET: 00172 071813
VENDOR SET: CITY OF MAIZE AP
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0057	CASH					
I-201307170886	7/17/2013 AP	FOR CASE #201300380 DUE: 7/17/2013 DISC: 7/17/2013 FOR CASE #201300380	100.00	1099: N 32 5-00-8603	COMMODITIES	100.00
		=== VENDOR TOTALS ===	100.00			
		=== PACKET TOTALS ===	100.00			

Donna Clasen
7/18/2013

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0022		ALL SEASONS SPORTSWEAR				
I-34791	6/10/2013 AP	911 CAMP SHIRTS DUE: 6/10/2013 DISC: 6/10/2013 911 CAMP SHIRTS	240.30	1099: N 01 5-20-7969	911 CAMP EXPENS	240.30
I-34904	6/19/2013 AP	PD UNIFORMS DUE: 6/19/2013 DISC: 6/19/2013 PD UNIFORMS	972.45	1099: N 01 5-20-8007	UNIFORMS	972.45
		=== VENDOR TOTALS ===	1,212.75			
=====						
01-0029		ANDREW, INC.				
I-414799	6/20/2013 AP	BUILDING MAINTENANCE SUPPLIES DUE: 6/20/2013 DISC: 6/20/2013 BUILDING MAINTENANCE SUPPLIES	14.55	1099: N 01 5-40-7701	BUILDING/GROUND	14.55
		=== VENDOR TOTALS ===	14.55			
=====						
01-0052		BRENNTAG SOUTHWEST, INC.				
I-BSW508354	6/19/2013 AP	CHEMICALS FOR WATER TREATMENT DUE: 6/19/2013 DISC: 6/19/2013 CHEMICALS FOR WATER TREATMENT	766.14	1099: N 21 5-00-7800	CHEMICALS	766.14
		=== VENDOR TOTALS ===	766.14			
=====						
01-0326		CORNEJO & SONS, LLC				
I-201307050858	6/17/2013 AP	CENTRAL AVE IMPROVEMENTS DUE: 6/17/2013 DISC: 6/17/2013 CENTRAL AVE IMPROVEMENTS	39,029.40	1099: N 05 5-00-7500	CONTRACTORS	39,029.40
		=== VENDOR TOTALS ===	39,029.40			
=====						
01-0093		DIGITAL OFFICE SYSTEMS				
I-215742	6/26/2013 AP	SERVICE CONTRACT-COPIERS DUE: 6/26/2013 DISC: 6/26/2013 SERVICE CONTRACT-COPIERS	67.50	1099: N 01 5-10-7601	EQUIPMENT RENTAL	67.50
		=== VENDOR TOTALS ===	67.50			

*1390 complete
 construction*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0311	DON LEMEN					
I-201307050863	7/02/2013 AP	MILEAGE REIMBURSEMENT DUE: 7/02/2013 DISC: 7/02/2013 MILEAGE REIMBURSEMENT	41.25	1099: N 01 5-10-6305	MILEAGE/TRAVEL	41.25
		=== VENDOR TOTALS ===	41.25			
01-0317	GERALD GIEBLER					
I-201306290845	6/20/2013 AP	MILEAGE REIMBURSEMENT DUE: 6/20/2013 DISC: 6/20/2013 MILEAGE REIMBURSEMENT	19.21	1099: N 01 5-40-6305	MILEAGE/TRAVEL	19.21
		=== VENDOR TOTALS ===	19.21			
01-0110	GREATER WICHITA YMCA					
I-15887	6/20/2013 AP	MEMBERSHIPS - 6/15/13-9/15/13 DUE: 6/20/2013 DISC: 6/20/2013 MEMBERSHIPS - 6/15/13-9/15/13	750.00	1099: N 11 5-00-7806	MAIZE POLICE TR	750.00
		=== VENDOR TOTALS ===	750.00			
01-0118	HUBER MAINTENANCE SUPPLY					
I-025041	6/26/2013 AP	JANITORIAL SUPPL.IES-CITY HAL DUE: 6/26/2013 DISC: 6/26/2013 JANITORIAL SUPPL.IES-CITY HALL	22.38	1099: N 01 5-40-8601	CUSTODIAL SUPPL	22.38
		=== VENDOR TOTALS ===	22.38			
01-0120	ICE MASTERS					
I-4067811	6/25/2013 AP	ICE MACHINE RENTAL DUE: 6/25/2013 DISC: 6/25/2013 ICE MACHINE RENTAL	80.00	1099: N 01 5-40-8603	COMMODITIES	80.00
		=== VENDOR TOTALS ===	80.00			
01-0131	JOHN D PALMER					
I-201307050861	7/01/2013 AP	CEMETERY MAINTENANCE DUE: 7/01/2013 DISC: 7/01/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
		=== VENDOR TOTALS ===	400.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0132	JCHN DEERE FINANCIAL					
I-201306290837	6/20/2013 AP	CHARGER FOR DIESEL PUMPS DUE: 6/20/2013 DISC: 6/20/2013 CHARGER FOR DIESEL PUMPS	59.99	1099: N 02 5-00-8402	EQUIPMENT	59.99
		=== VENDOR TOTALS ===	59.99			
01-0136	KA-COMM, INC.					
I-116915	6/28/2013 AP	WARRANTY REPAIR-LIGHT BAR DUE: 6/28/2013 DISC: 6/28/2013 WARRANTY REPAIR-LIGHT BAR	15.00	1099: N 01 5-20-8111	TOOLS/EQUIPMENT	15.00
		=== VENDOR TOTALS ===	15.00			
01-0143	KANSAS DEPT OF REVENUE					
C-201307050856	7/05/2013 AP	CREDIT - 1ST QTR 2013 DUE: 7/05/2013 DISC: 7/05/2013 CREDIT - 1ST QTR 2013	282.79CR	1099: N 21 5-00-9200	<i>JFM</i> WATER TAX EXPEN	282.79CR
I-201306290838	6/25/2013 AP	WATER SALES TAX - MAY DRAFT CK# 062513 6/25/2013 WATER SALES TAX - MAY	279.28	1099: N 21 5-00-9200	WATER TAX EXPEN	279.28
I-201307050855	7/05/2013 AP	WATER PROTECTION FEES-2ND QTR DUE: 7/05/2013 DISC: 7/05/2013 WATER PROTECTION FEES-2ND QTR	1,165.48	1099: N 21 5-00-9200	<i>AMJ</i> WATER TAX EXPEN	1,165.48
		=== VENDOR TOTALS ===	1,161.97			
01-0151	KANSAS ONE-CALL SYSTEM, INC.					
I-3060356	7/01/2013 AP	JUNE 2013 LOCATES DUE: 7/01/2013 DISC: 7/01/2013 JUNE 2013 LOCATES JUNE 2013 LOCATES	195.60	1099: N 20 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE	97.80 97.80
		=== VENDOR TOTALS ===	195.60			
01-0158	KANSASLAND TIRE					
I-072867	7/01/2013 AP	TIRE REPAIR-CAR #210 DUE: 7/01/2013 DISC: 7/01/2013 TIRE REPAIR-CAR #210	18.50	1099: N 01 5-20-8303	TIRES	18.50
		=== VENDOR TOTALS ===	18.50			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0161	KEENAN KELLEY					
I-1246	6/28/2013 AP	SLUDGE REMOVAL DUE: 6/28/2013 DISC: 6/28/2013 SLUDGE REMOVAL	1,260.00	1099: N 20 5-00-7500	CONTRACTORS	1,260.00
		=== VENDOR TOTALS ===	1,260.00			
01-0165	KWIK SHOP, INC.					
I-201307050862	6/15/2013 AP	UNLEADED FUEL - PD DUE: 6/15/2013 DISC: 6/15/2013 UNLEADED FUEL - PD	2,031.38	1099: N 01 5-20-8306	UNLEADED FUEL	2,031.38
		=== VENDOR TOTALS ===	2,031.38			
01-0168	LA RUE COFFEE					
I-27001732823	6/27/2013 AP	COFFEE SERVICE - ADMIN DUE: 6/27/2013 DISC: 6/27/2013 COFFEE SERVICE - ADMIN	72.73	1099: N 01 5-10-8603	COMMODITIES	72.73
		=== VENDOR TOTALS ===	72.73			
01-0171	LAURA RAINWATER					
I-201306290842	6/24/2013 AP	MILEAGE - 5/17/13 THRU 5/29/13 DUE: 6/24/2013 DISC: 6/24/2013 MILEAGE - 5/17/13 THRU 5/29/13	29.38	1099: N 01 5-10-6305	MILEAGE/TRAVEL	29.38
I-201306290843	6/24/2013 AP	MILEAGE-5/30/13 THRU 6/12/13 DUE: 6/24/2013 DISC: 6/24/2013 MILEAGE-5/30/13 THRU 6/12/13	30.51	1099: N 01 5-10-6305	MILEAGE/TRAVEL	30.51
I-201306290844	6/24/2013 AP	MILEAGE - 6/13/13 THRU 6/21/13 DUE: 6/24/2013 DISC: 6/24/2013 MILEAGE - 6/13/13 THRU 6/21/13	27.12	1099: N 01 5-10-6305	MILEAGE/TRAVEL	27.12
		=== VENDOR TOTALS ===	87.01			
01-0183	MAUGHAN & MAUGHAN					
I-201307080864	7/08/2013 AP	CITY PROSECUTOR-JUNE 2013 DUE: 7/08/2013 DISC: 7/08/2013 CITY PROSECUTOR-JUNE 2013	1,200.00	1099: N 01 5-30-6100	SALARIES	1,200.00
		=== VENDOR TOTALS ===	1,200.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0184		MAXIMUM OUTDOOR EQUIPMENT				
I-53908	6/11/2013 AP	PART FOR ZIPPER MOWER DUE: 6/11/2013 DISC: 6/11/2013 PART FOR ZIPPER MOWER	17.54	1099: N 02 5-00-8106	LAWN CARE EQUIP	17.54
		=== VENDOR TOTALS ===	17.54			
01-0189		MKEC				
I-201307050859	6/18/2013 AP	ENGINEERING-WOODS@WATERCRESS DUE: 6/18/2013 DISC: 6/18/2013 ENGINEERING-WOODS@WATERCRESS	18,532.75	1099: N 05 5-00-7501	ENGINEERING SER	18,532.75
		=== VENDOR TOTALS ===	18,532.75			
01-0205		PAVING MAINTENANCE SUPPLY, INC				
I-0127395	6/27/2013 AP	CRACK SEAL MATERIAL DUE: 6/27/2013 DISC: 6/27/2013 CRACK SEAL MATERIAL	1,638.50	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,638.50
		=== VENDOR TOTALS ===	1,638.50			
01-0211		PRAIRIELAND PARTNERS				
I-769197	6/10/2013 AP	PARTS FOR JOHN DEERE MOWER DUE: 6/10/2013 DISC: 6/10/2013 PARTS FOR JOHN DEERE MOWER	0.79	1099: N 02 5-00-8106	LAWN CARE EQUIP	0.79
I-770428	6/11/2013 AP	PARTS FOR JOHN DEERE MOWER DUE: 6/11/2013 DISC: 6/11/2013 PARTS FOR JOHN DEERE MOWER	39.12	1099: N 02 5-00-8106	LAWN CARE EQUIP	39.12
		=== VENDOR TOTALS ===	39.91			
01-0213		PRIDE AG RESOURCES				
I-201307080865	6/25/2013 AP	SUPPLIES DUE: 6/25/2013 DISC: 6/25/2013	1,130.28	1099: N		
		SUPPLIES		01 5-20-7969	911 CAMP EXPENS	13.98
		SUPPLIES		01 5-20-8603	COMMODITIES	2.98
		SUPPLIES		01 5-40-8106	LAWN CARE EQUIP	12.49
		SUPPLIES		01 5-40-8109	ELECTRICAL EQUI	102.43 ✓
		SUPPLIES		01 5-40-8402	EQUIPMENT	2.98
		SUPPLIES		01 5-40-8404	FACILITY REPAIR	19.50
		SUPPLIES		01 5-40-8405	BUILDING CONTEN	5.99
		SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	17.45
		SUPPLIES		01 5-40-8602	GROUNDS SUPPLIE	15.52
		SUPPLIES		01 5-90-7982	TREE BOARD EXPE	262.87 ✓
		SUPPLIES		02 5-00-8104	AUTOMOTIVE	19.99
		SUPPLIES		02 5-00-8105	TRUCKS/HEAVY EQ	2.99

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0213	PRIDE AG RESOURCES	(** CONTINUED **)				
		SUPPLIES		02 5-00-8106	LAWN CARE EQUIP	157.78
		SUPPLIES		02 5-00-8304	OIL CHANGES	61.68
		SUPPLIES		02 5-00-8310	OTHER SUPPLIES	55.43
		SUPPLIES		02 5-00-8403	GARAGE/SHOP EQU	32.62
		SUPPLIES		02 5-00-8508	HAND TOOLS	63.83
		SUPPLIES		02 5-00-8601	CUSTODIAL SUPPL	39.00
		SUPPLIES		02 5-00-8602	GROUNDS SUPPLIE	123.99
		SUPPLIES		20 5-00-8005	OFFICE SUPPLIES	1.99
		SUPPLIES		20 5-00-8109	ELECTRICAL EQUI	11.07
		SUPPLIES		20 5-00-8402	EQUIPMENT	16.74
		SUPPLIES		21 5-00-8310	OTHER SUPPLIES	22.90
		SUPPLIES		98 5-00-7701	BUILDING/GROUND	2.29
		SUPPLIES		98 5-00-8310	OTHER SUPPLIES	61.79
=== VENDOR TOTALS ===			1,130.28			
01-0224	ROBERT'S HUTCH-LINE					
I-257775	6/19/2013 AP	OFFICE SUPPLIES DUE: 6/19/2013 DISC: 6/19/2013 OFFICE SUPPLIES	49.26	1099: N 01 5-10-8005	OFFICE SUPPLIES	49.26
I-257862	6/19/2013 AP	OFFICE SUPPLIES DUE: 6/19/2013 DISC: 6/19/2013 OFFICE SUPPLIES	26.89	1099: N 01 5-10-8005	OFFICE SUPPLIES	26.89
I-257932	6/20/2013 AP	OFFICE SUPPLIES DUE: 6/20/2013 DISC: 6/20/2013 OFFICE SUPPLIES	114.35	1099: N 01 5-10-8005	OFFICE SUPPLIES	114.35
I-258945	6/28/2013 AP	OFFICE SUPPLIES - ADMIN DUE: 6/28/2013 DISC: 6/28/2013 OFFICE SUPPLIES - ADMIN	41.16	1099: N 01 5-10-8005	OFFICE SUPPLIES	41.16
=== VENDOR TOTALS ===			231.66			
01-0226	ROYAL PUBLISHING					
I-7651674	6/18/2013 AP	AD FOR MAIZE HIGH SPORTS DUE: 6/18/2013 DISC: 6/18/2013 AD FOR MAIZE HIGH SPORTS	435.00	1099: N 01 5-80-7970	COMMUNITY SERVI	435.00
=== VENDOR TOTALS ===			435.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0234		SECURENET ALARM SYSTEMS				
I-2001434	7/01/2013 AP	ELEVATOR MONITORING DUE: 7/01/2013 DISC: 7/01/2013 ELEVATOR MONITORING	64.35	1099: N 01 5-40-7502	PROFESSIONAL SE	64.35
		=== VENDOR TOTALS ===	64.35			
01-0238		SEDGWICK COUNTY CODE ENFORCEME				
I-201306290841	6/13/2013 AP	MONTHLY PERMITS-MAY 2013 DUE: 6/13/2013 DISC: 6/13/2013 MONTHLY PERMITS-MAY 2013	4,210.34	1099: N 01 5-80-7971	BUILDING INSPEC	4,210.34
		=== VENDOR TOTALS ===	4,210.34			
01-0242		SHRED-IT WICHITA				
I-9402035516	5/30/2013 AP	SHREDDING SERVICES DUE: 5/30/2013 DISC: 5/30/2013 SHREDDING SERVICE - 04/30/12 SHREDDING SERVICE - 04/30/12	73.50	1099: N 01 5-10-7502 01 5-20-7502	PROFESSIONAL SE PROFESSIONAL SE	29.40 44.10
		=== VENDOR TOTALS ===	73.50			
01-0243		SIMS INSURANCE SERVICES, INC.				
I-6940	5/31/2013 AP	PROPERTY/LIABILITY PREMIUMS DUE: 5/31/2013 DISC: 5/31/2013	58,339.00	1099: N		
		PROPERTY/LIABILITY PREMIUMS		01 5-40-7401	BUILDING & CONT	10,407.50
		PROPERTY/LIABILITY PREMIUMS		01 5-90-7982	TREE BOARD EXPE	832.60
		PROPERTY/LIABILITY PREMIUMS		02 5-00-7401	BUILDING & CONT	1,040.75
		PROPERTY/LIABILITY PREMIUMS		20 5-00-7401	BUILDING/CONTEN	5,411.90
		PROPERTY/LIABILITY PREMIUMS		21 5-00-7401	BUILDING & CONT	3,122.25
		PROPERTY/LIABILITY PREMIUMS		01 5-10-7403	GENERAL LIABILI	7,223.00
		PROPERTY/LIABILITY PREMIUMS		02 5-00-7403	GENERAL LIABILI	25.00
		PROPERTY/LIABILITY PREMIUMS		01 5-90-7982	TREE BOARD EXPE	350.00
		PROPERTY/LIABILITY PREMIUMS		01 5-10-7420	OTHER LIABILITY	1,257.30
		PROPERTY/LIABILITY PREMIUMS		01 5-20-7420	OTHER LIABILITY	2,305.05
		PROPERTY/LIABILITY PREMIUMS		02 5-00-7420	OTHER LIABILITY	419.10
		PROPERTY/LIABILITY PREMIUMS		20 5-00-7420	OTHER LIABILITY	1,117.60
		PROPERTY/LIABILITY PREMIUMS		01 5-30-7420	OTHER LIABILITY	349.25
		PROPERTY/LIABILITY PREMIUMS		21 5-00-7420	OTHER LIABILITY	1,327.15
		PROPERTY/LIABILITY PREMIUMS		98 5-00-7420	OTHER LIABILITY	209.55
		PROPERTY/LIABILITY PREMIUMS		01 5-10-7420	OTHER LIABILITY	240.00
		PROPERTY/LIABILITY PREMIUMS		02 5-00-7420	OTHER LIABILITY	1,995.68
		PROPERTY/LIABILITY PREMIUMS		20 5-00-7420	OTHER LIABILITY	607.68
		PROPERTY/LIABILITY PREMIUMS		21 5-00-7420	OTHER LIABILITY	586.64
		PROPERTY/LIABILITY PREMIUMS		01 5-10-7420	OTHER LIABILITY	227.00
		PROPERTY/LIABILITY PREMIUMS		01 5-20-7420	OTHER LIABILITY	1,122.00
		PROPERTY/LIABILITY PREMIUMS		98 5-00-7420	OTHER LIABILITY	59.00
		PROPERTY/LIABILITY PREMIUMS		02 5-00-7402	VEHICLE PROPERT	3,210.01

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0243		SIMS INSURANCE SERVICES, INC. (** CONTINUED **)				
		PROPERTY/LIABILITY PREMIUMS		20 5-00-7402	VEHICLE PROPERT	1,548.01
		PROPERTY/LIABILITY PREMIUMS		21 5-00-7402	VEHICLE PROPERT	1,527.98
		PROPERTY/LIABILITY PREMIUMS		01 5-20-7402	VEHICLE PROPERT	4,529.00
		PROPERTY/LIABILITY PREMIUMS		01 5-20-7420	OTHER LIABILITY	4,658.00
		PROPERTY/LIABILITY PREMIUMS		01 5-01-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		01 5-10-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		01 5-20-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		01 5-30-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		02 5-00-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		20 5-00-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		21 5-00-7403	GENERAL LIABILI	328.75
		PROPERTY/LIABILITY PREMIUMS		98 5-00-7403	GENERAL LIABILI	328.75
=== VENDOR TOTALS ===			58,339.00			

2012 56,135⁰⁰ 3.93% increase
Replaced existing zipper

01-0247		STUKEY MOWER SALES				
I-201306290846	6/13/2013	ZIPPER MOWER	5,039.76			
	AP	DUE: 6/13/2013 DISC: 6/13/2013		1099: N		
		ZIPPER MOWER		10 5-00-8105	TRUCKS/HEAVY EQ	5,039.76
=== VENDOR TOTALS ===			5,039.76			

01-0252		THE CLARION				
I-201306290839	6/18/2013	ANNUAL SUBSCRIPTION	27.50			
	AP	DUE: 6/18/2013 DISC: 6/18/2013		1099: N		
		ANNUAL SUBSCRIPTION		01 5-10-6303	SUBSCRIPTIONS	27.50
I-261	6/20/2013	LEGAL PUBLICATIONS	493.75			
	AP	DUE: 6/20/2013 DISC: 6/20/2013		1099: N		
		LEGAL PUBLICATIONS		05 5-00-7205	LEGAL PUBLICATI	250.00
		LEGAL PUBLICATIONS		05 5-00-7205	LEGAL PUBLICATI	243.75
=== VENDOR TOTALS ===			521.25			

01-0255		TKE CORP.				
I-3000631914	7/01/2013	ELEVATOR MAINTENANCE-3RD QTR	191.22			
	AP	DUE: 7/01/2013 DISC: 7/01/2013		1099: N		
		ELEVATOR MAINTENANCE-3RD QTR		01 5-40-7502	PROFESSIONAL SE	191.22
=== VENDOR TOTALS ===			191.22			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0256	TkFAST					
I-16228	6/20/2013 AP	COMPUTER SUPPLIES - PD DUE: 6/20/2013 DISC: 6/20/2013 COMPUTER SUPPLIES - PD	238.75	1099: N 01 5-20-8801	COMPUTERS	238.75
I-16235	6/20/2013 AP	COMPUTER TECH SUPPORT DUE: 6/20/2013 DISC: 6/20/2013 COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT	930.00	1099: N 01 5-10-7504 20 5-00-7504	COMPUTER TECH S COMPUTER TECH S	910.00 20.00
I-16247	6/25/2013 AP	MONTHLY BACKUP SERVICES DUE: 6/25/2013 DISC: 6/25/2013 MONTHLY BACKUP SERVICES	450.00	1099: N 01 5-10-7504	COMPUTER TECH S	450.00
I-16302	6/28/2013 AP	COMPUTER REPLACEMENTS DUE: 6/28/2013 DISC: 6/28/2013 COMPUTER REPLACEMENTS	2,970.00	1099: N 10 5-00-8801	COMPUTERS	2,970.00
I-16303	6/28/2013 AP	NEW PROJECTOR-COUNCIL CHAMBER DUE: 6/28/2013 DISC: 6/28/2013 NEW PROJECTOR-COUNCIL CHAMBERS	2,127.50	1099: N 10 5-00-8801	COMPUTERS	2,127.50
=== VENDOR TOTALS ===			6,716.25			

Equip R.

Equip R

01-0320 TLO, LLC

I-201307050857	7/01/2013 AP	PD RECORDS SEARCHES-JUNE 2013 DUE: 7/01/2013 DISC: 7/01/2013 PD RECORDS SEARCHES-JUNE 2013	3.50	1099: N 01 5-20-7502	PROFESSIONAL SE	3.50
=== VENDOR TOTALS ===			3.50			

01-0261 TRU GREEN

I-289682349	6/21/2013 AP	LAWN TREATMENT-CITY HALL DUE: 6/21/2013 DISC: 6/21/2013 LAWN TREATMENT-CITY HALL	207.90	1099: N 01 5-40-7701	BUILDING/GROUND	207.90
I-7833876	6/19/2013 AP	WEED CONTROL-CITY HALL POND DUE: 6/19/2013 DISC: 6/19/2013 WEED CONTROL-CITY HALL POND	200.00	1099: N 01 5-40-7701	BUILDING/GROUND	200.00
=== VENDOR TOTALS ===			407.90			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0264		TYLER TECHNOLOGIES				
I-025-72748	6/28/2013	MONTHLY ONLINE HOSTING	190.00			
	AP	DUE: 6/28/2013 DISC: 6/28/2013		1099: N		
		MONTHLY ONLINE HOSTING		01 5-30-7504	COMPUTER TECH S	116.67
		MONTHLY ONLINE HOSTING		20 5-00-7504	COMPUTER TECH S	36.67
		MONTHLY ONLINE HOSTING		21 5-00-7504	COMPUTER TECH S	36.66
		=== VENDOR TOTALS ===	190.00			
01-0266		UNI FIRST				
I-2400403014	6/25/2013	UNIFORMS/MATS	264.90			
	AP	DUE: 6/25/2013 DISC: 6/25/2013		1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	66.23
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	66.23
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	66.23
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	66.21
I-2400404444	7/02/2013	UNIFORMS AND MATS	263.35			
	AP	DUE: 7/02/2013 DISC: 7/02/2013		1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	65.84
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	65.84
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	65.84
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	65.83
		=== VENDOR TOTALS ===	528.25			
01-0270		USA BLUE BOOK				
I-988472	6/18/2013	CHEMICALS FOR WATER TESTING	246.02			
	AP	DUE: 6/18/2013 DISC: 6/18/2013		1099: N		
		CHEMICALS FOR WATER TESTING		21 5-00-8310	OTHER SUPPLIES	246.02
		=== VENDOR TOTALS ===	246.02			
01-0279		WASTE CONNECTIONS OF WICHITA				
I-8850078	7/01/2013	TRASH SERVICE	276.54			
	AP	DUE: 7/01/2013 DISC: 7/01/2013		1099: N		
		CITY HALL		01 5-40-7104	TRASH SERVICE	87.92
		COMMUNITY BUILDING		01 5-40-7104	TRASH SERVICE	49.50
		MAINTENANCE SHOP		02 5-00-7104	TRASH SERVICE	49.50
		SEWER PLANT		20 5-00-7104	TRASH SERVICE	42.00
		CEMETERY		98 5-00-7104	TRASH SERVICE	47.62
I-8854659	7/01/2013	PORTABLE RESTROOMS	80.00			
	AP	DUE: 7/01/2013 DISC: 7/01/2013		1099: N		
		PORTABLE RESTROOMS		01 5-90-7982	TREE BOARD EXPE	80.00
		=== VENDOR TOTALS ===	356.54			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0286	WICHITA EAGLE					
I-201306290840	6/24/2013 AP	ANNUAL SUBSCRIPTON DUE: 6/24/2013 DISC: 6/24/2013 ANNUAL SUBSCRIPTON	275.63	1099: N 01 5-10-6303	SUBSCRIPTIONS	275.63
=== VENDOR TOTALS ===			275.63			
01-0289	WICHITA WINWATER WORKS					
I-192093	6/28/2013 AP	RADIO READ WATER METERS DUE: 6/28/2013 DISC: 6/28/2013 RADIO READ WATER METERS	9,900.00	1099: N 22 5-00-8402	EQUIPMENT	9,900.00
I-192292	6/26/2013 AP	PARTS FOR METER INSTALLATION DUE: 6/26/2013 DISC: 6/26/2013 PARTS FOR METER INSTALLATION	378.51	1099: N 21 5-00-8310	OTHER SUPPLIES	378.51
=== VENDOR TOTALS ===			10,278.51			
01-0291	WILLIAM MCKINLEY					
I-201307050860	7/02/2013 AP	MILEAGE REIMBURSEMENT DUE: 7/02/2013 DISC: 7/02/2013 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	63.85	1099: N 47 5-00-6305 05 5-00-6305 05 5-00-6305	MILEAGE/TRAVEL MILEAGE REIMBUR MILEAGE REIMBUR	21.28 21.28 21.29
=== VENDOR TOTALS ===			63.85			
01-0313	WILLIAMS JANITORIAL SUPPLY					
I-0456889	6/20/2013 AP	JANITORIAL SUPPLIES DUE: 6/20/2013 DISC: 6/20/2013 JANITORIAL SUPPLIES	52.83	1099: N 01 5-40-8601	CUSTODIAL SUPPL	52.83
=== VENDOR TOTALS ===			52.83			
=== PACKET TOTALS ===			158,089.70			

*WTR
Reserve Fund*

*Dana Clardy
7/8/2013*

7/08/2013 2:32 PM
PACKET: 00167 0813 WORKSHOP MEETING
VENDOR SET: 01 CITY OF MAIZE AP
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0290		WILD THYME CAFE & BAKERY				
I-201307080866	7/08/2013 AP	CATERING FOR BUDGET WORKSHOP DUE: 7/08/2013 DISC: 7/08/2013 CATERING FOR BUDGET WORKSHOP	150.00	1099: N 01 5-10-6304	MEAL/LODGING AL	150.00
		=== VENDOR TOTALS ===	150.00			
		=== PACKET TOTALS ===	150.00			

*Donna Clasen
7/8/2013*

CITY OF MAIZE
Cash and Budget Position
Thru July 31, 2013

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	\$ 1,021,952.24	\$ 114,543.19	\$ 197,302.48	\$ 939,192.95	\$ 2,717,755.00	\$ 1,881,569.93	\$ 1,420,885.73	\$ 1,296,869.27	47.72%
02	Street Fund	69,809.90	35,513.31	24,363.23	80,959.98	251,050.00	170,546.86	165,765.18	85,284.82	33.97%
04	Capital Improvements Fund	323,195.46	16,715.98	-	339,911.44	389,000.00	117,444.16	27,565.68	361,434.32	92.91%
05	Long-Term Projects	1,089,817.24	-	177,020.07	912,797.17	-	1,905,000.00	472,704.47		
10	Equipment Reserve	117,060.18	8,879.30	10,137.26	115,802.22	100,000.00	62,189.65	15,636.72	84,363.28	84.36%
11	Police Training Fund	5,009.84	360.00	950.00	4,419.84	10,000.00	2,895.00	9,024.31	975.69	9.76%
12	Municipal Court Fund	8,501.69	1,336.50	300.00	9,538.19	-	16,950.00	16,842.90		
16	Bond & Interest Fund	1,507,219.14	52,662.10	276,293.75	1,283,587.49	1,968,272.00	1,571,385.91	636,450.62	1,331,821.38	67.66%
19	Wastewater Reserve Fund	149,669.40	1,000.00	-	150,669.40	29,800.00	7,000.00	-		
20	Wastewater Treatment Fund	335,050.21	70,672.96	58,155.92	347,567.25	657,340.00	473,244.08	392,360.92	264,979.08	40.31%
21	Water Fund	298,939.44	89,895.24	63,141.68	325,693.00	737,800.00	491,830.22	422,914.73	314,885.27	42.68%
22	Water Reserve Fund	94,463.81	1,000.00	9,900.00	85,563.81	10,000.00	7,000.00	9,900.00		
23	Water Bond Debt Reserve Fund	256,000.00	2,000.00	-	258,000.00	-	14,000.00	-		
24	Wastewater Bond Debt Reserve Fund	135,800.09	2,000.00	-	137,800.09	-	14,000.00	-		
32	Drug Tax Distribution Fund	6,906.15	-	100.00	6,806.15	-	-	100.00		
38	Cafeteria Plan	1,176.56	1,100.24	128.00	2,148.80	-	8,251.80	7,825.58		
40	Carlson Assessments Fund	44,941.35	34,338.86	-	79,280.21	-	54,584.06	20,255.00		
47	53rd & Maize Road Expansion	123,503.54	-	852.48	122,651.06	-	54,505.00	644,214.85		
56	IMAX Project Pre-Development	-	-	-	-	-	-	12,563.66		
57	Emerald Springs	-	-	-	-	-	56,820.37	325,016.05		
61	Carriage Crossing VI	114,522.87	-	-	114,522.87	-	-	1,377.34		
65	Eagles Nest	-	-	-	-	-	49,902.85	95,581.41		
67	Watercress Addition Phase 2	-	-	-	-	-	12,475.71	23,873.44		
68	Fiddlers Cove Phase 2	-	-	-	-	-	17,466.00	17,733.35		
70	Watercress Village Addition	-	-	-	-	-	31,934.05	65,121.50		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	389.62	-	56.70	332.92	-	-	2,264.40		
74	Hampton Lakes 2nd Addition	44,910.75	-	75.60	44,835.15	-	-	3,019.20		
77	Series 2012 WW Bonds Refunding	-	-	-	-	-	-	8,064.00		
98	Maize Cemetery	157,510.50	8,890.89	2,360.14	164,041.25	139,107.00	26,541.35	11,920.04	127,186.96	91.43%
Report Totals		\$ 5,906,007.98	\$ 440,908.57	\$ 821,137.31	\$ 5,525,779.24	\$ 7,010,124.00	\$ 7,047,537.00	\$ 4,828,981.08	\$ 3,867,800.07	55.17%

CITY OF MAIZE
Bank Reconciliation Report
For July 2013

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,021,952.24	\$ 114,543.19	\$ 197,302.48	\$ 939,192.95
02	Street Fund	69,809.90	35,513.31	24,363.23	80,959.98
04	Capital Improvements Fund	323,195.46	16,715.98	-	339,911.44
05	Long-Term Projects	1,089,817.24	-	177,020.07	912,797.17
10	Equipment Reserve Fund	117,060.18	8,879.30	10,137.26	115,802.22
11	Police Training Fund	5,009.84	360.00	950.00	4,419.84
12	Municipal Court Fund	8,501.69	1,336.50	300.00	9,538.19
16	Bond & Interest Fund	1,507,219.14	52,662.10	276,293.75	1,283,587.49
19	Wastewater Reserve Fund	149,669.40	1,000.00	-	150,669.40
20	Wastewater Treatment Fund	335,050.21	70,672.96	58,155.92	347,567.25
21	Water Fund	298,939.44	89,895.24	63,141.68	325,693.00
22	Water Reserve Fund	94,463.81	1,000.00	9,900.00	85,563.81
23	Water Bond Debt Reserve Fund	256,000.00	2,000.00	-	258,000.00
24	Wastewater Bond Debt Reserve Fund	135,800.09	2,000.00	-	137,800.09
32	Drug Tax Distribution Fund	6,906.15	-	100.00	6,806.15
38	Cafeteria Plan	1,176.56	1,100.24	128.00	2,148.80
40	Carlson Assessments Fund	44,941.35	34,338.86	-	79,280.21
47	53rd & Maize Road Expansion	123,503.54	-	852.48	122,651.06
61	Carriage Crossing VI	114,522.87	-	-	114,522.87
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	389.62	-	56.70	332.92
74	Hampton Lakes 2nd Addition	44,910.75	-	75.60	44,835.15
98	Maize Cemetery	157,510.50	8,890.89	2,360.14	164,041.25
Totals All Fund		\$ 5,906,007.98	\$ 440,908.57	\$ 821,137.31	\$ 5,525,779.24

Bank Accounts and Adjustments

Emprise Bank Checking Account	\$ 383,164.44	\$ 992,000.76	\$ 850,781.86	\$ 524,383.34
Outstanding Items				\$ (6,681.02)
Emprise Bank Money Market Account	5,494,146.62	-	650,000.00	4,844,146.62
Maize Cemetery CD 85071	90,475.91	90.89	-	90,566.80
Maize Cemetery Operations	66,923.64	8,800.00	2,360.14	73,363.50
Totals All Banks	\$ 6,034,710.61	\$ 1,000,891.65	\$ 1,503,142.00	\$ 5,525,779.24

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 19, 2013**

AGENDA ITEM #7A

ITEM: Approve the issuance of General Obligation Refunding Bonds, Series 2013B.

BACKGROUND

Last month, the council authorized refunding the following outstanding debt, callable as of September 1:

- General Obligation Bonds, Series 2008A
- General Obligation Bonds, Series 2008B

The interest rates on these issues range from 3.40% to 5.50%.

Current interest rates are expected to be lower, so the City could save money by refinancing this debt (issuing new “refunding bonds”) at lower interest rates.

FINANCIAL CONSIDERATIONS:

Bids for new refunding bonds are due at 11:00 AM on August 19. The city’s financial advisor will prepare a summary of the bids and an analysis of the savings based on the lowest bid – to be provided at the evening meeting.

LEGAL CONSIDERATIONS:

Bond Counsel prepared and approves the Bond Ordinance and Bond Resolution as to form. These documents provide for the issuance of, and prescribe the form and details of, the refunding bonds.

RECOMMENDATION:

Accept the low bid of _____ from _____.

Approve the ordinance authorizing and providing for the issuance of the refunding bonds.

Approve the resolution prescribing the form and details of the refunding bonds.

Reminder about State Law Debt Limit

The City is still well under the legal limit on its debt. State law limits most cities’ debt to 30% of their assessed valuation – but excludes some kinds of debt (such as utility debt for sewer, water, etc.). Of Maize’s \$22 million in debt, only about \$6.4 million applies toward the state law debt limit.

Assessed Tangible Valuation (2013 estimated)	\$31,179,244
Motor Vehicle Valuation (2012)	<u>4,405,412</u>
Total Valuation for computation of Bonded Indebtedness Limitations	\$35,584,656
Legal limitation of Bonded Debt (30%)	\$10,675,397
Applicable general obligation debt	<u>6,709,482</u>
Additional Debt Capacity	\$3,965,915

The City’s “applicable debt” (\$6,709,482) is 18.85% of its valuation – still under the 30% state-imposed debt limit.

General Obligation Bonds and Notes

The table below lists the City of Maize’s outstanding general obligation bonds and notes.

General Obligation Bonds

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series 2004	7/15/2004	9/1/2019	405,000	\$195,000
Series A, 2007	4/15/2007	10/1/2022	1,162,471	805,000
Series B, 2007	9/15/2007	9/1/2028	4,941,983	4,235,000
** Series A, 2008	4/15/2008	9/1/2028	882,000	0
** Series B, 2008	10/15/2008	9/1/2028	1,753,000	0
Series 2010	11/30/2010	9/1/2017	515,000	195,000
Series A, 2011	9/29/2011	10/1/2032	4,630,000	4,630,000
Series 2013A	3/28/2013	10/1/2033	3,840,000	3,840,000
* Series 2013B	8/29/2013	9/1/2028	2,115,000	<u>2,115,000</u>
				\$16,015,000

* This issue.

** Amount outstanding as of September 1, 2013, after redemption with funds provided by the Series 2013B Bonds.

Temporary Notes

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series B, 2011	9/29/2011	10/1/2013	2,045,000	1,535,000
Series 2012A	3/15/2012	4/1/2014	1,505,000	1,505,000
Series 2013A	3/28/2013	4/1/2016	4,020,000	<u>4,020,000</u>
				\$7,060,000

RESOLUTION NO. ____

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B, OF THE CITY OF MAIZE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. _____ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$2,115,000 to pay a portion of the to refund the Refunded Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

(PUBLISHED IN THE *CLARION* ON AUGUST 22, 2013)

SUMMARY OF ORDINANCE NO. []

On August 19, 2013, the governing body of the City of Maize, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B, OF THE CITY OF MAIZE, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND CERTAIN OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2013B Bonds approved by the Ordinance are being issued in the principal amount of \$2,115,000, to refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 10100 Grady Avenue, Maize, Kansas 67101. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.cityofmaize.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: August 19, 2013.

City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 19, 2013**

AGENDA ITEM #8A

ITEM: Ruggles and Bohm, P.A. Engineering Contract

BACKGROUND:

As the City continues to grow and expand in both size and development, the need for expanding water and sewer services will also continue to increase. Currently the City is in need of implementing a policy that will provide a guide or framework in which the cost of such projects can be properly assessed in a fair and equitable manner. Such a policy is particularly important for areas that are already developed.

Staff is recommending that Ruggles and Bohm, an engineering firm, be hired to conduct a study and provide options for Council consideration in this area.

We have utilized Ruggles and Bohm services in the past. The Eagle Point sewer project as well as the Watercress Village and Hampton Lake Commercial water/sewer projects are a couple of areas where they have assisted the City.

Once their study and options are completed a Council workshop will be scheduled to discuss the results and develop a direction for moving forward.

FINANCIAL CONSIDERATIONS:

Cost for the study is \$3,250. The money will be expended from the Water Utility Operating fund.

LEGAL CONSIDERATIONS:

City Attorney has reviewed and approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the Ruggles and Bohm, P.A. contract in amount not to exceed \$3,250 and authorize the Mayor to sign.

**CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF MAIZE, KANSAS,
AND
RUGGLES AND BOHM, P.A.
924 NORTH MAIN
WICHITA, KANSAS 67203**

This CONTRACT, made this _____ day of _____, 2013, by and between the City of Maize, Kansas, party of the first part, hereinafter called the "CITY," and RUGGLES AND BOHM, P.A., party of the second part, hereinafter called the "CONSULTANT."

RECITALS

The City has determined that it needs a study, to review its options, that relate to assessing the cost of sewer and water construction costs in a fair and equitable manner against property that benefits from such improvements; and

The CONSULTANT in conformance with terms and conditions in this Agreement is willing to provide such a study to the City.

TERMS AND CONDITIONS

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish services to the City as outlined in Attachment "A".

II. PAYMENT

The fee for services rendered will be an amount as set forth in Attachment "A". Payment will be made in a lump sum amount within twenty days of receipt of an invoice from the CONSULTANT. An invoice will not be submitted to the City, until after the report required in Attachment "A" has been provided to the City.

III. INSURANCE

The CONSULTANT will be insured in amounts not less than those set forth below:

A. WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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 of the CONSULTANT who will be working on the Project Site will be included.

B. 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
Personal 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.

C. AUTOMOBILE LIABILITY (OWNED, NON-OWNED, HIRED)

Combined Single Limit	\$1,000,000
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D. PROFESSIONAL LIABILITY INSURANCE

Each Occurrence Limit	\$2,000,000
Aggregate	\$2,000,000

E. DEDUCTIBLES

Deductibles shall not exceed \$15,000. Deductibles are the responsibility of the CONSULTANT.

G. TIME PERIOD FOR INSURANCE

If requested, Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this CONTRACT. The CONSULTANT will, upon request, furnish the CITY certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto will contain a provision that the CITY shall be given thirty (30) days’ written notice by the insurance CONSULTANT before such policy is substantially changed or canceled. The CITY will be named as an additional insured under the policies of insurance, except the worker’s compensation policy.

IV. INDEMNIFICATION

The CONSULTANT shall indemnify, protect, defend and save the CITY harmless from and against any and all claims, demands, liabilities and costs, including attorney's fees arising from damages or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring from the performance of the services specified to be performed herein. Upon timely written notice from the CITY, the CONSULTANT shall defend the CITY in any action or proceedings brought thereon; provided, however, that nothing contained herein shall be construed as requiring the CONSULTANT to indemnify the CITY for any claims resulting from the negligence or willful misconduct of the CITY or its officials, employees or agents.

V. ANTI-DISCRIMINATION CLAUSE

The CONSULTANT agrees: (i) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (ii) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (iii) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (iv) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (v) that a failure to comply with the reporting requirements of (iii) above or if the CONSULTANT is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the CITY; (vi) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the CITY.

Parties to this Agreement understand that the provisions of this section (with the exception of those provisions relating to the ADA) are not applicable to a CONSULTANT who employs fewer than four employees during the term of such Agreement or whose contracts with the CITY cumulatively total \$5,000 or less during the fiscal year.

VI. THE PARTIES HERETO MUTUALLY AGREE:

- A. The right is reserved by the CITY to terminate this CONTRACT at any time upon written notices in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; provided, however, that in any case, the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the

provisions of this CONTRACT, but in no case shall payment be more than the CONSULTANT's actual costs.

- B. The services to be performed by the CONSULTANT under the terms of this CONTRACT are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- C. This CONTRACT and all contracts entered into under the provisions of this CONTRACT will be binding upon the parties hereto and their successors and assigns.
- D. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this CONTRACT or any cause of action arising out of the performance of this CONTRACT will be construed to operate as a waiver of any right under this CONTRACT or any cause of action arising out of the performance of this CONTRACT.
- E. The rights and remedies of the CITY provided for under this CONTRACT are in addition to any other rights and remedies provided by law.
- F. All contractual agreements will be subject to, governed by, and construed according to the laws of the State of Kansas. Venue will be in a court of law located in Sedgwick County, Kansas.
- G. The parties agree that no changes, additions or modifications to this CONTRACT may be made except by written addendum signed by both parties.

IN WITNESS WHEREOF, the City of Maize, Kansas, and Ruggles and Bohm, P.A., have executed this CONTRACT as of the date first written above.


CITY OF MAIZE, KANSAS

By _____
CLAIR DONNELLY, Mayor

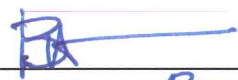
ATTEST:

JOCELYN REID, City Clerk

RUGGLES AND BOHM, P.A.

By 
CHRISTOPHER M. BOHM, P.E, President

ATTEST:

By 
Printed Name: Brent Thomas.
Secretary/Treasurer



RUGGLES & BOHM

www.RBKansas.com
924 North Main
Wichita, KS 67203
316.264.8008

August 1, 2013

Mr. Richard LaMunyon
City Administrator
City of Maize, Kansas
Via email

RE: Proposal for Sewer & Water Assessment Study

Thank you for considering Ruggles & Bohm to perform a study to review options for assessment of sewer & water construction costs in the City of Maize. Our firm has worked with the City of Maize many times in the past and we enjoy the opportunity to help the City prepare for future growth.

Scope of Services:

- Provide recommendations (including alternatives) for assessment of sewer and water main construction in both infill and new growth areas.
- Attend City Council Meetings and Workshops as requested.
- Investigate assessment policies in other Sedgwick County cities to provide frame of reference for decision making.
- Specifically review the assessment options for the main proposed on Maize Road to 61st Street North as a case study for infill policies.

Our fee for the above services will be \$3,250. The report would be available approximately two weeks after the notice to proceed was given.

If you are in acceptance of this proposal, please sign and date below and return to us. Should you desire any additional information, please contact me at 316-264-8008 or by email klee@rbkansas.com. Thank you again for your consideration of Ruggles & Bohm for this work.

Sincerely,

Kenneth W. Lee, PE
Ruggles & Bohm, PA

<u>Acceptance of Scope of Services and Fee</u>	
Signed _____	
	<i>City of Maize</i>
Date _____	

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 19, 2013**

AGENDA ITEM #8B

ITEM: Hampton Lakes 2nd Addition Phase 2 Revised Petition and Resolution

BACKGROUND:

The Council accepted petitions for the Hampton Lakes 2nd Addition Phase 2 at the June 17, 2013 regular meeting. The water distribution system petition was in the amount of \$25,000 with an engineer's construction estimate of \$18,496.50. When bids were accepted for this project on August 8, 2013, the low bid was \$27,726.75.

The developer has submitted a revised petition for \$40,000 with an engineer's estimate of \$29,761.50. A representative from MKEC, the engineer for Hampton Lakes 2nd Addition Phase 2, will be at the meeting to answer any questions.

FINANCIAL CONSIDERATIONS:

The Hampton Lakes 2nd Addition Phase 2 water distribution project was included in the 2013 Revised Project Funding Plan that was approved at the June 17, 2013 meeting.

LEGAL CONSIDERATIONS:

Bond Counsel reviewed the petition and prepared the resolution of advisability and approves them as to form.

RECOMMENDATION/ACTION:

Accept the revised petition for water distribution system improvements in Hampton Lakes 2nd Addition Phase 2 and adopt the revised resolution of advisability.

WATER DISTRIBUTION SYSTEM PETITION

Phase 2

RECEIVED
AUG 15 2013
CITY CLERK OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

HAMPTON LAKES SECOND ADDITION

Lots 4 through 17, Block 1;

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Forty Thousand Dollars (\$40,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after August 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

Hampton Lakes Second Addition – Water Phase 2 Petition

GJA/cw 09578

Page 1

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 4 through 17, Block 1; Hampton Lakes Second Addition shall each pay 1/14 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

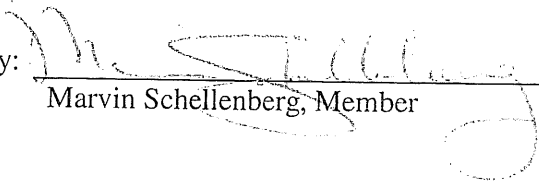
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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<u>HAMPTON LAKES SECOND ADDITION</u> Lots 4 through 17, Block 1; Hampton Lakes Second Addition, an addition to Maize, Sedgwick County, Kansas.	<u>HAMPTON LAKES, LLC</u> <u>A Kansas Limited Liability Company</u>	
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By:  8-9-13
Marvin Schellenberg, Member

**HAMPTON LAKES SECOND ADDITION
WATER DISTRIBUTION SYSTEM PETITION
PHASE 2
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" WL	571	LF	\$ 21.50		\$ 12,276.50
Pipe, WL 8" DICL	11	LF	\$ 35.00		\$ 385.00
Fire Hydrant Assembly	1	EA	\$ 3,200.00		\$ 3,200.00
Service Line, Long	7	EA	\$ 950.00		\$ 6,650.00
Service Line, Short	7	EA	\$ 700.00		\$ 4,900.00
Site Clearing & Restoration	1	LS	\$ 850.00		\$ 850.00
Seeding, Temporary	1	LS	\$ 750.00		\$ 750.00
Testing & Disinfection	1	LS	\$ 750.00		\$ 750.00
				Construction Total	\$ 29,761.50
				35% Engineering, Administration, Etc.	\$ 10,416.53
				TOTAL	\$ 40,178.03

For Petition Use \$40,000.00

(Published in *The Clarion*, on August 22, 2013).

RESOLUTION NO. _____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 535-13 OF THE CITY OF MAIZE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION PHASE 2).

WHEREAS, the governing body of the City of Maize, Kansas (the "City"), has heretofore by Resolution No. 535-13 of the City, duly adopted on June 17, 2013 (the "Prior Resolution"), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve Lots 4 through 17, Block 1, Hampton Lakes Second Addition to the City of Maize, Sedgwick County, Kansas; and

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at DOC.#/FLM-PG: 29385929; and

WHEREAS, the City has received an Amended Petition proposing a modification of the estimated costs of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines that said Amended Petition is sufficient and that it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

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

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District described herein (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$40,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 4 through 17, Block 1, Hampton Lakes Second Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (14 lots).

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 19, 2013.

(SEAL)

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on August 19, 2013 as the same appears of record in my office.

DATED: August 19, 2013.

Jocelyn Reid, Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 19, 2013**

AGENDA ITEM #8C

**ITEM: HAMPTON LAKES 2ND ADDITION PHASE 2 WATER & SEWER
CONSTRUCTION BIDS AND CONTRACT**

BACKGROUND:

On August 8, 2013, bids were received for water and sewer improvements in Hampton Lakes 2nd Addition Phase 2. Nowak Construction submitted the low total bid of \$47,634.75 (\$27,726.75 for water, \$19,908 for sewer). The engineer's estimate was \$25,850 for sewer. The revised engineer's estimate for water is \$29,761.50

The City Engineer has confirmed the bids. A bid tabulation sheet is attached.

Nowak Construction's most recent contract with the City was in 2012 for water and sewer improvements in the Watercress Village Phases 2 & 3.

FINANCIAL CONSIDERATIONS:

The Hampton Lakes 2nd Addition Phase 2 was included in the 2013 Revised Funding Plan that was approved at the June 17, 2013 meeting.

LEGAL CONSIDERATIONS:

The construction agreement has been approved by the City Attorney as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Nowak Construction in an amount not to exceed \$27,726.75 for water and \$19,908 for sewer and authorize the Mayor to sign.

**EXTENDED BID TABULATION
WATER DISTRIBUTION SYSTEM AND SANITARY SEWER IMPROVEMENTS PHASE 2
HAMPTON LAKES SECOND ADDITION
MAIZE, KANSAS**

Bids Received: Thursday, August 8th, 2013, 10:00am

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		ALANS EXCAVATING		DONDLINGER & SONS		MCCULLOUGH EXCAVATION		MIES CONSTRUCTION		NOWAK CONSTRUCTION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
WATER DISTRIBUTION SYSTEM ITEMS															
1	Pipe, WL 8"	571	LF	16.75	\$ 9,564.25	\$ 27.00	\$ 15,417.00	26.00	\$ 14,846.00	19.00	\$ 10,849.00	20.00	\$ 11,420.00	21.50	\$ 12,276.50
2	Pipe, WL 8" (DICI)	11	LF	35.00	\$ 385.00	\$ 43.00	\$ 473.00	53.00	\$ 583.00	29.00	\$ 319.00	75.00	\$ 825.00	47.75	\$ 525.25
3	Fire Hydrant Assembly	1	EA	2,800.00	\$ 2,800.00	\$ 4,150.00	\$ 4,150.00	3,500.00	\$ 3,500.00	2900.00	\$ 2,900.00	2,250.00	\$ 2,250.00	3,425.00	\$ 3,425.00
4	Service Line, Long	7	EA	350.00	\$ 2,450.00	\$ 1,300.00	\$ 9,100.00	1,000.00	\$ 7,000.00	1250.00	\$ 8,750.00	950.00	\$ 6,650.00	925.00	\$ 6,475.00
5	Service Line, Short	7	EA	250.00	\$ 1,750.00	\$ 900.00	\$ 6,300.00	725.00	\$ 5,075.00	1150.00	\$ 8,050.00	825.00	\$ 5,775.00	625.00	\$ 4,375.00
6	Site Restoration	1	LS	500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	200.00	\$ 200.00	92.00	\$ 92.00	100.00	\$ 100.00	200.00	\$ 200.00
7	Seeding, Temporary	1	LS	250.00	\$ 250.00	\$ 800.00	\$ 800.00	350.00	\$ 350.00	100.00	\$ 100.00	100.00	\$ 100.00	250.00	\$ 250.00
8	Testing & Disinfection	1	LS	750.00	\$ 750.00	\$ 600.00	\$ 600.00	800.00	\$ 800.00	100.00	\$ 100.00	150.00	\$ 150.00	200.00	\$ 200.00
SUBTOTAL WATER DISTRIBUTION SYSTEM					\$ 18,449.25		\$ 38,340.00		\$ 32,354.00		\$ 31,160.00		\$ 27,270.00		\$ 27,726.75
SANITARY SEWER ITEMS															
1	Sanitary Sewer Pipe 8"	426	LF	25.00	\$ 10,650.00	\$ 50.00	\$ 21,300.00	37.00	\$ 15,762.00	25.70	\$ 10,948.20	34.00	\$ 14,484.00	30.50	\$ 12,993.00
2	Stub, SS (4")	2	EA	300.00	\$ 600.00	\$ 600.00	\$ 1,200.00	450.00	\$ 900.00	250.00	\$ 500.00	200.00	\$ 400.00	150.00	\$ 300.00
3	CH, Standard (4')	2	EA	3,200.00	\$ 6,400.00	\$ 2,500.00	\$ 5,000.00	3,000.00	\$ 6,000.00	5,150.00	\$ 10,300.00	3,800.00	\$ 7,600.00	2,475.00	\$ 4,950.00
4	Site Clearing	1	LS	1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	200.00	\$ 200.00	100.00	\$ 100.00	500.00	\$ 500.00	100.00	\$ 100.00
5	Site Restoration	1	LS	1,200.00	\$ 1,200.00	\$ 250.00	\$ 250.00	200.00	\$ 200.00	100.00	\$ 100.00	1,000.00	\$ 1,000.00	200.00	\$ 200.00
6	Seeding, Temporary	1	LS	1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	300.00	\$ 300.00	100.00	\$ 100.00	100.00	\$ 100.00	250.00	\$ 250.00
7	UMP, Construction Entrance	1	EA	1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	900.00	\$ 900.00	100.00	\$ 100.00	250.00	\$ 250.00	400.00	\$ 400.00
8	Testing	1	LS	3,500.00	\$ 3,500.00	\$ 650.00	\$ 650.00	700.00	\$ 700.00	101.80	\$ 101.80	750.00	\$ 750.00	715.00	\$ 715.00
SUBTOTAL SANITARY SEWER					\$ 25,850.00		\$ 32,250.00		\$ 24,962.00		\$ 22,250.00		\$ 25,084.00		\$ 19,908.00
BID TOTAL					\$ 44,299.25		\$ 70,590.00		\$ 57,316.00		\$ 53,410.00		\$ 52,354.00		\$ 47,634.75

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2013, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Nowak Construction Co., Inc. whose principal office is at 200 S. Goddard Road, Goddard, KS 67052 (hereinafter the "Contractor").

NOW, THEREFORE, for the consideration, covenants and mutual promises hereafter stated, the parties hereto agree as follows:

SECTION 1. Contract Documents. The "Contract Documents" consist of the Agreement and the documents listed in Section 12 of the Agreement (the "Contract Documents"). The documents listed in Section 12 are hereby incorporated by reference herein and are made a part of the Agreement as though they are fully set forth herein.

SECTION 2. Work. The Contractor shall furnish all work as specified or indicated in the Contract Documents. The work to be furnished is generally described as follows:

Material and labor necessary to construct water distribution system and sanitary sewer improvements Phase 2 to serve Hampton Lakes Second Addition, an addition to the City.

SECTION 3. The Work. The Work shall be done in accordance with the Contract Documents and under the direct supervision of the Engineer, and the Engineer's decision as to the material used in the Work and the method of the Work shall be final and conclusive. In addition, the Contractor shall execute the Work described in the Contract Documents as necessary to produce the results intended by the Contract Documents or reasonably inferable by the Contract to produce the results intended by the Contract Documents.

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within twenty five (25) work days after the Notice to Proceed is issued.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the City of Wichita Standard Specifications for the Construction of City Projects document ("Standard Specifications").

SECTION 5. Contract Sum. (a) The City shall pay to the Contractor for completion of the Work per unit for quantity in not-to-exceed amounts as set forth in the following chart:

Item No.	Description	Quantity	Unit	Unit Price	Extension
WATER DISTRIBUTION SYSTEM ITEMS					
1	Pipe, WL 8"	571	LF	21.50	\$ 12,276.50
2	Pipe, WL 8" (DACL)	11	LF	47.75	\$ 525.25
3	Fire Hydrant Assembly	1	EA	3,425.00	\$ 3,425.00
4	Service Line, Long	7	EA	925.00	\$ 6,475.00
5	Service Line, Short	7	EA	625.00	\$ 4,375.00
6	Site Restoration	1	LS	200.00	\$ 200.00
7	Seeding, Temporary	1	LS	250.00	\$ 250.00
8	Testing & Disinfection	1	LS	200.00	\$ 200.00
SUBTOTAL WATER DISTRIBUTION SYSTEM					\$ 27,726.75
SANITARY SEWER ITEMS					
1	Sanitary Sewer Pipe 8"	426	LF	30.50	\$ 12,993.00
2	Stub, SS (4")	2	EA	150.00	\$ 300.00
3	MH, Standard (4')	2	EA	2,475.00	\$ 4,950.00
4	Site Clearing	1	LS	100.00	\$ 100.00
5	Site Restoration	1	LS	200.00	\$ 200.00
6	Seeding, Temporary	1	LS	250.00	\$ 250.00
7	BMP, Construction Entrance	1	EA	400.00	\$ 400.00
8	Testing	1	LS	715.00	\$ 715.00
SUBTOTAL SANITARY SEWER					\$ 19,908.00
TOTAL					\$ 47,634.75

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to said progress and completion of the Work. Five percent (5%) of the total of the Work shall be retained by the City. The City shall release the retainage it holds on any undisputed payment due on the Work within thirty (30) days of substantial completion of Work as part of the regular payment cycle, however, if the contractor or subcontractor is still performing work on the Work, the City shall be entitled to withhold part of the retainage attributable to such until thirty (30) days after such work is completed.

SECTION 6. Maintenance of Improvements. The Contractor shall maintain the completed Work for a period of two (2) years from the date of final completion as determined by the Engineer without cost or expense to the City. Such maintenance of the Work shall be done in compliance with the plans and specifications. [Engineer needs to make sure maintenance is addressed in plans and specifications]

SECTION 7. Bond. Before commencement of the Work, the Contractor shall furnish the following bonds:

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two

(2) year period in the amount of Forty Seven Thousand Six Hundred Thirty Four Dollars and Seventy Five Cents (\$47,634.75), conditioned upon the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Forty Seven Thousand Six Hundred Thirty Four Dollars and Seventy Five Cents (\$47,634.75), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

(c) The Performance and Maintenance Bond and the Statutory Bond shall comply with requirements set forth in the Standard Specifications.

SECTION 8. Arbitration. Notwithstanding anything to the contrary in the Contract Documents, the City shall not be subject to arbitration and any clause relating to arbitration contained in the Contract Documents herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

SECTION 9. Assignment. The Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products or services purchased or acquired by the City pursuant to this Agreement.

SECTION 10. Deferment or Cancellation of Agreement. The Agreement may be deferred or canceled by the City in accordance with the Standard Specifications.

SECTION 11. Contractor Representations. (a) The Contractor has familiarized himself with the nature and extent of the Contract Documents, the Work, the site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(b) The Contractor has studied carefully all physical conditions which are identified on the Plans.

(c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.

(d) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

SECTION 12. Contract Documents. The Contract Documents which comprise the entire Agreement between the City and the Contractor concerning the Work consist of the following:

- (a) this Agreement;
- (b) Construction Plans;
- (c) Proposal Form;
- (d) Performance Bond and Maintenance Bond;
- (e) Statutory Bond.
- (f) The City of Wichita Standard Specifications for Construction of City Projects, 1998 Edition (the "Standard Specifications"), a copy of which is on file with the City Clerk's office of the City; provided that, for purposes of this Agreement, references to "Wichita" in the Standard Specifications shall be replaced with "Maize" and references to addresses in the Standard Specifications that refer to a City of Wichita address shall be replaced with "10100 Grady Avenue, Maize, Kansas, 67101."

SECTION 13. Governing Law. The Contract and Contract Documents shall be governed by the laws of the State of Kansas and jurisdiction and venue for any court case brought under this Contract shall be in a court of law located in Sedgwick County, Kansas.

SECTION 14. Miscellaneous Provisions. (a) If there is a conflict, the terms and conditions in the Standard Specifications shall prevail over terms and conditions of the Agreement; provided, however, "Maize" shall be substituted for "Wichita" wherever "Wichita" appears in the Standard Specifications and "10100 Grady Avenue, Maize, Kansas 67101" shall be substituted for the address set forth in the Standard Specifications that refers to a City of Wichita address.

(b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.

(d) Where reference is made in this Agreement to a provision of the General Conditions or another contract document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(e) The City's representative is:

Richard LaMunyon, City Administrator
 City of Maize, Kansas
 10100 Grady Avenue
 Maize, Kansas 67101

(f) The Contractor's representative is:

Joe Nowak, President
Nowak Construction Co., Inc.
200 S. Goddard Road
Goddard, KS 67051

(g) Neither the City's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

IN WITNESS WHEREOF, THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of this Agreement, and one (1) to the City.

ATTEST:


CITY OF MAIZE, KANSAS

JOCELYN REID, City Clerk


CLAIR DONNELLY, Mayor

ATTEST:

NOWAK CONSTRUCTION CO., INC.



Name: Kathryn Blough
Title: Witness



Name: Alan Blough
Title: Project Manager

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 19, 2013**

AGENDA ITEM #8D

**ITEM: WATERCRESS VILLAGE 3RD ADDITION WATER & SEWER
CONSTRUCTION BIDS AND CONTRACT**

BACKGROUND:

On August 8, 2013, bids were received for water and sewer improvements in Watercress Village 3rd Addition. Mies Construction submitted the low total bid of \$113,365 (\$56,015 for water, \$57,350 for sewer). The engineer's estimates were \$72,075 for water and \$95,182 for sewer.

The City Engineer has confirmed the bids. A bid tabulation sheet is attached.

Mies Construction's most recent contract with the City was in 2011 for water and sewer improvements in the Watercress Village Addition Phase 1.

FINANCIAL CONSIDERATIONS:

The Watercress Village 3rd Addition was included in the 2013 Revised Funding Plan that was approved at the June 17, 2013 meeting.

LEGAL CONSIDERATIONS:

The construction agreement has been approved by the City Attorney as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Mies Construction in an amount not to exceed \$56,015 for water and \$57,350 for sewer and authorize the Mayor to sign.

EXTENDED BID TABULATION
 WATER DISTRIBUTION SYSTEM AND SANITARY SEWER IMPROVEMENTS
 WATERCRESS VILLAGE THIRD ADDITION
 MAIZE, KANSAS
 Bids Received: Thursday, August 8th, 2013, 10:30am

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		ALANS EXCAVATING		DONDLINGER & SONS		MCCULLOUGH EXCAVATION		MIES CONSTRUCTION		NOWAK CONSTRUCTION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
WATER DISTRIBUTION SYSTEM ITEMS															
1	Pipe, WL 8"	1205	LF	25.00	\$ 30,125.00	\$ 25.00	\$ 30,125.00	22.00	\$ 26,510.00	18.00	\$ 21,690.00	18.00	\$ 21,690.00	18.50	\$ 22,292.50
2	Pipe, WL 8" (DICL)	20	LF	40.00	\$ 800.00	\$ 38.00	\$ 760.00	38.00	\$ 760.00	28.00	\$ 560.00	50.00	\$ 1,000.00	31.25	\$ 625.00
3	Valve Assembly, 8"	4	EA	1,500.00	\$ 6,000.00	\$ 825.00	\$ 3,300.00	1,000.00	\$ 4,000.00	800.00	\$ 3,200.00	1,000.00	\$ 4,000.00	950.00	\$ 3,800.00
4	Fire Hydrant Assembly	3	EA	2,800.00	\$ 8,400.00	\$ 4,250.00	\$ 12,750.00	3,550.00	\$ 10,650.00	2,900.00	\$ 8,700.00	2,500.00	\$ 7,500.00	3,300.00	\$ 9,900.00
5	Service Line, Long	11	EA	1,000.00	\$ 11,000.00	\$ 1,300.00	\$ 14,300.00	1,000.00	\$ 11,000.00	1,150.00	\$ 12,650.00	950.00	\$ 10,450.00	915.00	\$ 10,065.00
6	Service Line, Short	15	EA	750.00	\$ 11,250.00	\$ 850.00	\$ 12,750.00	725.00	\$ 10,875.00	1,000.00	\$ 15,000.00	725.00	\$ 10,875.00	615.00	\$ 9,225.00
7	Site Restoration	1	LS	1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	200.00	\$ 200.00	50.00	\$ 50.00	100.00	\$ 100.00	200.00	\$ 200.00
8	Seeding, Temporary	1	LS	1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00	500.00	\$ 500.00	50.00	\$ 50.00	100.00	\$ 100.00	500.00	\$ 500.00
9	Testing & Disinfection	1	LS	2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	1,200.00	\$ 1,200.00	50.00	\$ 50.00	300.00	\$ 300.00	500.00	\$ 500.00
SUBTOTAL WATER DISTRIBUTION SYSTEM					\$ 72,075.00		\$ 78,485.00		\$ 65,695.00		\$ 61,950.00		\$ 56,015.00		\$ 57,107.50
SANITARY SEWER ITEMS															
1	Sanitary Sewer Pipe 8"	1270	LF	25.00	\$ 31,750.00	\$ 21.00	\$ 26,670.00	22.00	\$ 27,940.00	15.00	\$ 19,050.00	16.00	\$ 20,320.00	17.00	\$ 21,590.00
2	Manhole, SS (4")	2	EA	500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00	250.00	\$ 500.00	250.00	\$ 500.00	150.00	\$ 300.00	150.00	\$ 300.00
3	Riser Assembly 4", Vertical	15	EA	1,250.00	\$ 18,750.00	\$ 1,250.00	\$ 18,750.00	1,500.00	\$ 22,500.00	1,000.00	\$ 15,000.00	1,000.00	\$ 15,000.00	1,100.00	\$ 16,500.00
4	MH, Standard (4')	6	EA	3,500.00	\$ 21,000.00	\$ 1,900.00	\$ 11,400.00	2,300.00	\$ 13,800.00	2,055.00	\$ 12,330.00	2,250.00	\$ 13,500.00	2,100.00	\$ 12,600.00
5	MH, Connect to Exist.	1	EA	2,500.00	\$ 2,500.00	\$ 1,750.00	\$ 1,750.00	1,000.00	\$ 1,000.00	100.00	\$ 100.00	500.00	\$ 500.00	400.00	\$ 400.00
6	Sand, Flush & Vibrate	1036	LF	12.00	\$ 12,432.00	\$ 18.00	\$ 18,648.00	7.00	\$ 7,252.00	20.00	\$ 20,720.00	5.00	\$ 5,180.00	3.00	\$ 3,108.00
7	Site Clearing	1	LS	1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	200.00	\$ 200.00	100.00	\$ 100.00	100.00	\$ 100.00	100.00	\$ 100.00
8	Site Restoration	1	LS	1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	200.00	\$ 200.00	100.00	\$ 100.00	100.00	\$ 100.00	200.00	\$ 200.00
9	Seeding, Temporary	1	LS	1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	800.00	\$ 800.00	100.00	\$ 100.00	100.00	\$ 100.00	500.00	\$ 500.00
10	BMP, Construction Entrance	1	EA	1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	900.00	\$ 900.00	100.00	\$ 100.00	250.00	\$ 250.00	400.00	\$ 400.00
11	Testing	1	LS	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	100.00	\$ 100.00	2,000.00	\$ 2,000.00	2,100.00	\$ 2,100.00
SUBTOTAL SANITARY SEWER					\$ 95,182.00		\$ 87,318.00		\$ 77,092.00		\$ 68,200.00		\$ 57,350.00		\$ 57,798.00
BID TOTAL					\$ 167,257.00		\$ 165,803.00		\$ 142,787.00		\$ 130,150.00		\$ 113,365.00		\$ 114,905.50

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2013, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Mies Construction Inc. whose principal office is at 1919 SW Blvd, Wichita, KS 67213 (hereinafter the "Contractor").

NOW, THEREFORE, for the consideration, covenants and mutual promises hereafter stated, the parties hereto agree as follows:

SECTION 1. Contract Documents. The "Contract Documents" consist of the Agreement and the documents listed in Section 12 of the Agreement (the "Contract Documents"). The documents listed in Section 12 are hereby incorporated by reference herein and are made a part of the Agreement as though they are fully set forth herein.

SECTION 2. Work. The Contractor shall furnish all work as specified or indicated in the Contract Documents. The work to be furnished is generally described as follows:

Material and labor necessary to construct water distribution system and sanitary sewer improvements to serve Watercross Village Third Addition, an addition to the City.

SECTION 3. The Work. The Work shall be done in accordance with the Contract Documents and under the direct supervision of the Engineer, and the Engineer's decision as to the material used in the Work and the method of the Work shall be final and conclusive. In addition, the Contractor shall execute the Work described in the Contract Documents as necessary to produce the results intended by the Contract Documents or reasonably inferable by the Contract to produce the results intended by the Contract Documents.

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within twenty five (25) work days after the Notice to Proceed is issued.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the City of Wichita Standard Specifications for the Construction of City Projects document ("Standard Specifications").

SECTION 5. Contract Sum. (a) The City shall pay to the Contractor for completion of the Work per unit for quantity in not-to-exceed amounts as set forth in the following chart:

Item No.	Description	Quantity	Unit	Unit Price	Extension
WATER DISTRIBUTION SYSTEM ITEMS					
1	Pipe, WL 8"	1205	LF	18.00	\$ 21,690.00
2	Pipe, WL 8" (DACL)	20	LF	50.00	\$ 1,000.00
3	Valve Assembly, 8"	4	EA	1,000.00	\$ 4,000.00
4	Fire Hydrant Assembly	3	EA	2,500.00	\$ 7,500.00
5	Service Line, Long	11	EA	950.00	\$ 10,450.00
6	Service Line, Short	15	EA	725.00	\$ 10,875.00
7	Site Restoration	1	LS	100.00	\$ 100.00
8	Seeding, Temporary	1	LS	100.00	\$ 100.00
9	Testing & Disinfection	1	LS	300.00	\$ 300.00
SUBTOTAL WATER DISTRIBUTION SYSTEM					\$ 56,015.00
SANITARY SEWER ITEMS					
1	Sanitary Sewer Pipe 8"	1270	LF	16.00	\$ 20,320.00
2	Stub, SS (4")	2	EA	150.00	\$ 300.00
3	Riser Assembly 4", Vertical	15	EA	1,000.00	\$ 15,000.00
4	MH, Standard (4')	6	EA	2,250.00	\$ 13,500.00
5	MH, Connect to Exist	1	EA	500.00	\$ 500.00
6	Sand, Flush & Vibrate	1036	LF	5.00	\$ 5,180.00
7	Site Clearing	1	LS	100.00	\$ 100.00
8	Site Restoration	1	LS	100.00	\$ 100.00
9	Seeding, Temporary	1	LS	100.00	\$ 100.00
10	BMP, Construction Entrance	1	EA	250.00	\$ 250.00
11	Testing	1	LS	2,000.00	\$ 2,000.00
SUBTOTAL SANITARY SEWER					\$ 57,350.00
TOTAL					\$ 113,365.00

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to said progress and completion of the Work. Five percent (5%) of the total of the Work shall be retained by the City. The City shall release the retainage it holds on any undisputed payment due on the Work within thirty (30) days of substantial completion of Work as part of the regular payment cycle, however, if the contractor or subcontractor is still performing work on the Work, the City shall be entitled to withhold part of the retainage attributable to such until thirty (30) days after such work is completed.

SECTION 6. Maintenance of Improvements. The Contractor shall maintain the completed Work for a period of two (2) years from the date of final completion as determined by the Engineer without cost or expense to the City. Such maintenance of the Work shall be done in compliance with the plans and specifications. [Engineer needs to make sure maintenance is addressed in plans and specifications]

SECTION 7. Bond. Before commencement of the Work, the Contractor shall furnish the following bonds:

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of One Hundred Thirteen Thousand Three Hundred Sixty Five Dollars (\$113,365.00), conditioned upon the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of One Hundred Thirteen Thousand Three Hundred Sixty Five Dollars (\$113,365.00), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

(c) The Performance and Maintenance Bond and the Statutory Bond shall comply with requirements set forth in the Standard Specifications.

SECTION 8. Arbitration. Notwithstanding anything to the contrary in the Contract Documents, the City shall not be subject to arbitration and any clause relating to arbitration contained in the Contract Documents herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

SECTION 9. Assignment. The Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products or services purchased or acquired by the City pursuant to this Agreement.

SECTION 10. Deferment or Cancellation of Agreement. The Agreement may be deferred or canceled by the City in accordance with the Standard Specifications.

SECTION 11. Contractor Representations. (a) The Contractor has familiarized himself with the nature and extent of the Contract Documents, the Work, the site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(b) The Contractor has studied carefully all physical conditions which are identified on the Plans.

(c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.

(d) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

SECTION 12. Contract Documents. The Contract Documents which comprise the entire Agreement between the City and the Contractor concerning the Work consist of the following:

- (a) this Agreement;
- (b) Construction Plans;
- (c) Proposal Form;
- (d) Performance Bond and Maintenance Bond;
- (e) Statutory Bond.
- (f) The City of Wichita Standard Specifications for Construction of City Projects, 1998 Edition (the "Standard Specifications"), a copy of which is on file with the City Clerk's office of the City; provided that, for purposes of this Agreement, references to "Wichita" in the Standard Specifications shall be replaced with "Maize" and references to addresses in the Standard Specifications that refer to a City of Wichita address shall be replaced with "10100 Grady Avenue, Maize, Kansas, 67101."

SECTION 13. Governing Law. The Contract and Contract Documents shall be governed by the laws of the State of Kansas and jurisdiction and venue for any court case brought under this Contract shall be in a court of law located in Sedgwick County, Kansas.

SECTION 14. Miscellaneous Provisions. (a) If there is a conflict, the terms and conditions in the Standard Specifications shall prevail over terms and conditions of the Agreement; provided, however, "Maize" shall be substituted for "Wichita" wherever "Wichita" appears in the Standard Specifications and "10100 Grady Avenue, Maize, Kansas 67101" shall be substituted for the address set forth in the Standard Specifications that refers to a City of Wichita address.

(b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.

(d) Where reference is made in this Agreement to a provision of the General Conditions or another contract document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(e) The City's representative is:

Richard LaMunyon, City Administrator
City of Maize, Kansas
10100 Grady Avenue
Maize, Kansas 67101

(f) The Contractor's representative is:

Earl Mies, President
Mies Construction Inc.
1919 SW Blvd
Wichita, KS 67213

(g) Neither the City's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

IN WITNESS WHEREOF, THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of this Agreement, and one (1) to the City.

ATTEST:

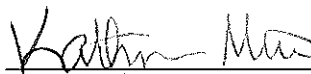
CITY OF MAIZE, KANSAS

JOCELYN REID, City Clerk

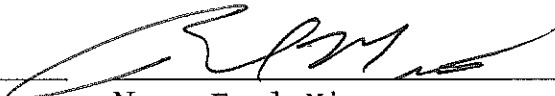
CLAIR DONNELLY, Mayor

ATTEST:

MIES CONSTRUCTION INC.



Name: Kathryn Mies
Title: Secretary



Name: Earl Mies
Title: President

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 19, 2013**

AGENDA ITEM #8E

ITEM: **SERIES 2013B NOTE and SERIES 2013C BOND**

BACKGROUND:

The city has identified certain projects for upcoming temp note financing:

- Watercress Village Third Addition (Water, Paving, Sewer)
- Hampton Lakes Second Addition - Phase 2 (Water, Paving, Sewer)
- North Maize Road
- Lakelane Paving

In addition, several projects (previously financed with the 2011B temp notes, which are due October 1, 2013) need to be renewed:

- Hampton Lakes Commercial Park (Storm Water, Sewer, Drainage Pond)
- Maize Road Main Trafficway (parts of which are now going beyond 4 years of temp note financing – having begun with the 2009B Notes)

(See NEXT PAGE for more details.)

BREAKOUT OF MAIZE ROAD INTO TEMPORARY “BOND” FINANCING:

In the opinion of bond counsel, Kansas law provides that individual projects cannot be financed with temporary notes for more than four years. To accommodate this, we recommend issuing a short-term “bond” (virtually identical to a temp note). This will provide further “temporary” financing of Maize Road – until it is converted into a long-term “bond”.

FINANCIAL CONSIDERATIONS:

Two “sale resolutions” to be approved tonight would authorize the city to take bids at next month’s meeting (September 16, 2013) – at which the lowest cost bid (lowest interest rate) will be approved.

The 2013B Temp Note and the 2013C Bond will be due in 2 years, but will be callable (able to be prepaid) on or after April 1, 2014 as we consider permanently bond financing the various projects.

LEGAL CONSIDERATIONS:

Kim Bell (Bond Counsel) has prepared the attached “sale resolutions” authorizing bids for the 2013B Temp Note and the 2013C Bond to be received at next month’s special meeting.

RECOMMENDATION/ACTION:

MOTION: Move to approve the “sale resolutions” for the 2013B Temp Note and the 2013C Bond.

SERIES 2013B TEMPORARY NOTE PROJECTS					
	Description	Ord./Res. No.	Authority	Estimated Cost	Amount Financed*
2011B PROJECTS RENEWED	Hampton Lakes Commercial Park Storm Water Improvements	470-09	12-6a01 et seq.	\$117,000	\$62,757.42
	Hampton Lakes Commercial Park Sanitary Sewer Improvements	471-09	12-6a01 et seq.	\$64,000	\$14,403.34
	Hampton Lakes Commercial Park Drainage Pond Improvements	472-09	12-6a01 et seq.	\$328,000	\$3,600.84
	Watercress Village Third Addition Water Distribution Improvements	532-13	12-6a01 et seq.	\$98,000	\$88,200.00
NEW PROJECTS	Watercress Village Third Addition Paving Improvements	533-13	12-6a01 et seq.	\$230,000	\$207,000.00
	Watercress Village Third Addition Sanitary Sewer Improvements	534-13	12-6a01 et seq.	\$129,000	\$116,100.00
	Hampton Lakes 2nd Addition Phase 2 Water Distribution Improvements	535-13	12-6a01 et seq.	\$25,000	\$22,500.00
	Hampton Lakes 2nd Addition Phase 2 Paving Improvements	536-13	12-6a01 et seq.	\$89,000	\$80,100.00
	Hampton Lakes 2nd Addition Phase 2 Sanitary Sewer Improvements	537-13	12-6a01 et seq.	\$35,000	\$31,500.00
	North Maize Road Main Trafficway	865; 540-13	12-685 et seq.	\$345,000	\$345,000.00
	Lakelane Paving Improvements	541-13	12-6a01 et seq.	\$100,000	\$100,000.00

*Exclusive of 2013B costs of issuance.

Project Costs Subtotal	\$1,071,161.60
Estimated Costs of Issuance (underwriting, legal, financial)	18,838.40
	\$1,090,000.00

SERIES 2013C BOND PROJECTS				
Description	Ord./Res. No.	Authority	Estimated Cost	Amount Financed*
Maize Road Main Trafficway	799; 467-09	12-685 et seq.	\$7,000,000	\$1,469,631.04

*Exclusive of 2013B costs of issuance.

Project Costs Subtotal	\$1,469,631.04
Estimated Costs of Issuance (underwriting, legal, financial)	25,368.96
	\$1,495,000.00

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF TEMPORARY NOTES, SERIES 2013B, OF THE CITY OF MAIZE, KANSAS.

WHEREAS, the City of Maize, Kansas (the “Issuer”), has heretofore authorized certain internal improvements described as follows (collectively, the “Improvements”):

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority</u>	<u>Amount</u>
Hampton Lakes Commercial Park Storm Water Improvements	470-09	K.S.A. 12-6a01 <i>et seq.</i>	\$117,000
Hampton Lakes Commercial Park Sanitary Sewer Improvements	471-09	K.S.A. 12-6a01 <i>et seq.</i>	64,000
Hampton Lakes Commercial Park Drainage Pond Improvements	472-09	K.S.A. 12-6a01 <i>et seq.</i>	328,000
Watercress Village Third Addition Water Distribution Improvements	523-13	K.S.A. 12-6a01 <i>et seq.</i>	98,000
Watercress Village Third Addition Paving Improvements	533-13	K.S.A. 12-6a01 <i>et seq.</i>	230,000
Watercress Village Third Addition Sanitary Sewer Improvements	534-13	K.S.A. 12-6a01 <i>et seq.</i>	129,000
Hampton Lakes 2 nd Addition Phase 2 Water Distribution Improvements	535-13	K.S.A. 12-6a01 <i>et seq.</i>	25,000
Hampton Lakes 2 nd Addition Phase 2 Paving Improvements	536-13	K.S.A. 12-6a01 <i>et seq.</i>	89,000
Hampton Lakes 2 nd Addition Phase 2 Sanitary Sewer Improvements	537-13	K.S.A. 12-6a01 <i>et seq.</i>	35,000
North Maize Road Main Trafficway	865; 540-13	K.S.A. 12-685 <i>et seq.</i>	345,000
Lakelane Paving Improvements	541-13	K.S.A. 12-6a01 <i>et seq.</i>	100,000

; and

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the “Existing Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2011B	09/29/2011	10/01/2013	\$2,045,000	\$1,535,000	\$80,000	10/01/2013

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION BONDS, SERIES 2013C, OF THE CITY OF MAIZE, KANSAS.

WHEREAS, the City of Maize, Kansas (the "Issuer"), has heretofore authorized certain internal improvements described as follows (the "Improvements"):

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority</u>	<u>Amount</u>
Maize Road Main Trafficway	799; 467-09	K.S.A. 12-685 <i>et seq.</i>	\$7,000,000

; and

WHEREAS, the Issuer desires to issue its general obligation bonds in order to retire the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Improvements (the "Notes"):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2011B	09/29/2011	10/01/2013	\$2,045,000	\$1,535,000	\$1,455,000	10/01/2013

; and

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay a portion of the costs of the Improvements and to retire the Notes; and

WHEREAS, the Issuer has selected the firm of CityCode Financial, L.L.C., Wichita, Kansas 67206 ("Financial Advisor"), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to to retire the Notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel") in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS,
AS FOLLOWS:**

Section 1. The Issuer is hereby authorized to offer for sale the Issuer's General Obligation Bonds, Series 2013C (the "Bonds") described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date.

Monthly Council Report

August 2013



Department Highlights

- The department received an equipment grant from KDOT for **\$2,867.00** for purchase of traffic control equipment.
- The department used drug forfeiture money to order new flashlights for officers and vehicles. Total cost, \$2,200.00.
- The department completed its triennial KBI/FBI records audit, our tri-annual Federal Juvenile Justice Audit and our biennial KBI security audit. We were labeled as “compliant” in all three audits showing our agency complies with all regulations, procedures and security standards outlined by each auditing agency.

Patrol Mileage:

607- 85,121
309- 72,208
709- 79,005
210- 90,273
410- 96,007
111- 24,343
512- 19,005
812- 14,978

Monthly repairs:

- Unit 410 - New tires
General maintenance, no major repairs.

Budget status: 56/100%

Major purchases: Submitted purchase order for one 2014 Dodge Charger Police Car. The purchase is supported in the 2013 budget and will go in service in 2014 to replace one of the 2009 models.

Current Staff Levels.

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

Monthly Activities

July Police Reports - 434
July calls for service - 468

Community Policing:

- Completed all summer 911 youth and CSI camps.
- Organized National Night out activities.
- Working on Fall Fest activities.



MUNICIPAL COURT

August 5, 2013

AS OF 7/31/13

Monthly Activity	2013		2012	
	July	YTD	July	YTD
DUI	2	21	4	16
Traffic Violations	67	556	70	852
Parking Violations	0	6	0	5
Ordinance Violations	20	39	0	10
Crimes Against Persons	4	12	3	16
Total Cases Filed	93	634	77	899
Case Dispositions				
Dismissals	80	535	99	939
Paid Fine	49	370	75	711
Warrants				
Issued	16	56	10	55
Cleared	16	58	17	38

Respectfully,

Sara A. Javier

PERIODIC FEE REPORT

Report for fees collected: 7/01/2013 - 7/31/2013

1	\$	66.00	CCOST6	COURT COST
34	\$	1,973.00	CCOST8	COURT COSTS NON-MOVING
2	\$	500.00	CCSF	COMMUNITY CRCT SUPRVS FEE
1	\$	59.00	DLR02	DL REINSTATEMENT FEES
2	\$	98.50	DLR09	JUDICIAL BRANCH SURCHARGE
66	\$	5,495.50	FINE	FINE
1	\$	345.82	JAIL	JAIL HOUSING FEES
30	\$	60.00	JHF	JAIL HOUSING FEES
11	\$	260.00	LALF	LATE FEE
29	\$	580.00	LETDV0	STATE LW ENFRMNT TRAINING CTR
30	\$	360.00	LETLOC	LOCAL LW ENFORCMENT TRAINING
33	\$	82.50	PDF	PUBLIC DEF FEE
1	\$	20.00	POLREP	POLICE REORT FEE
33	\$	16.50	SCT	JUDICIAL BRANCH EDUCATION FUND
4	\$	200.00	WRNTFE	WARRANT FEE
TOTAL		\$ 10,116.82		

**MUNICIPAL COURT FEE COLLECTIONS
2013**

Fund	FEE TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GF	Municipal Court Warrants	\$ 2.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 200.00						\$ 702.00
GF	Court Fines	4,808.00	2,560.00	4,779.00	5,975.00	5,623.00	4,930.00	5,495.50						\$ 34,170.50
GF	Municipal Court Late Fee	60.00	40.00	60.00	180.00	137.50	80.00	220.00						
GF	Municipal Court Costs	2,376.00	2,011.00	2,643.00	2,766.00	2,620.50	2,443.00	2,079.00						\$ 16,938.50
GF	Municipal Police Reports	250.00	280.00	-	370.00	360.00	175.00	85.00						\$ 1,520.00
GF	Municipal Bond Receipts	-	-	-	-	126.50	-	-						\$ 126.50
GF	Restitution Fees	-	-	250.00	-	26.96	48.00	-						\$ 324.96
GF	Diversion Fees	12.50	500.00	-	12.50	-	-	-						\$ 525.00
GF	ADSAP	112.50	-	100.00	12.50	-	-	-						\$ 225.00
GF	Police Video Fee	-	45.00	-	70.00	100.00	25.00	75.00						\$ 315.00
GF	Jail Housing Fees	78.00	52.00	347.00	76.00	482.00	84.00	405.82						\$ 1,524.82
LETF	Local Law Enforcement Training Funds	440.00	324.00	436.00	444.00	408.00	483.00	360.00						\$ 2,895.00
MCF	State Court Training	17.00	334.50	268.00	519.50	518.00	68.00	516.50						\$ 2,241.50
MCF	State Law Enforcement Training	809.00	505.00	694.00	718.00	642.00	800.00	580.00						\$ 4,748.00
MCF	Reinstatement Fees	81.00	81.00	150.00	157.50	-	81.00	157.50						\$ 708.00
MCF	Municipal Court Bond Receipt	1,269.50	5,392.00	1,075.00	598.50	(180.00)	-	-						\$ 8,155.00
MCF	Diversion Fees	-	-	200.00	100.00	-	200.00	-						\$ 500.00
MCF	Public Defender Fees	85.00	62.50	90.00	97.50	90.00	90.00	82.50						\$ 597.50
MCF	ADSAP	-	-	-	-	-	-	-						\$ -
	Total Fee Assessed	\$10,400.50	\$12,337.00	\$11,192.00	\$12,197.00	\$11,054.46	\$ 9,557.00	\$10,256.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,217.28

GF - General Fund
LETF - Law Enforcement Training Fund
MCF - Municipal Court Fund

PUBLIC WORKS REPORT 8-14-2013

Regular Maintenance

- Graded all streets a few times in between the rains. Had to install some rock in places that had washed out.
- Continue to check the water quality and lift stations daily. Since Maize Road is completed we installed all new electronic water meters along Maize Road and along 53rd Streets. This will be much safer and should be much quicker for reading those meters. We installed 42 meters along these two roads. We also have installed about 8 in new homes.
- We have not been mowing much in the past three weeks with the exception of City Hall and the Community Building area. (Has been a little too wet). Did clean up along Maize Road south of the RR Tracks on the west side of the street where the weeds and trees had overgrown so much.

Special Projects

- After national Night Out we have been cleaning and repairing and repainting the Community Building. We shampooed the carpets, filled and painted all the walls and repaired the door and a few other broken parts and pieces of the place to make it more presentable to our guests. We have cut and trimmed several trees also that were damaged.
- Bought new crack-sealing material and have filled many wide cracks along Queen, Atherton, Zella and Trotter. Pat Stivers was kind enough to allow us to use his company's crack-sealing machine to install this material. We will get another palate and finish up the rest of this area this fall, then next spring it is my intentions to have Trotter, Atherton from Irma to Jones, Jones from Maize Road to Trotter, Atherton from Irma to Jones, Queen from Irma to central, Zella-Queen to Trotter, and Opal-Irma to Jones slurry-sealed. With the crack-sealing and slurry sealing this should be a much smoother ride for several years.
- Had a call late one evening about water break at Fieldstone Apartments. Worked till about 11:00pm to get the leak localized to one Apartment Building so we came back the next morning and made the repair.
- Took down all school speed limit signs along Maize Road so there are no 20 MPH speed limits there any more.

Ron Smothers

Water and Wastewater Report July 10, 2013 – August 13, 2013

Water Operations

Maximum Contaminant Level (MCL) for both chlorine and fluoride is 4.0 mg/L.
Minimum allowable free chlorine residual to the last free flowing tap is 0.2 mg/L.
Recommended fluoride dosage for this area is now 0.7 mg/L.

Routine bacteriological samples remain good (non-detect).

July 11 – Found that the original contractor left the corporation stop closed for a PWS service drop on Stone Barn Court. Dug it up at the main and opened it.

August 4 – A water leak at the Fieldstone Apartments, Building 300, was reported by the police patrol officer at 9:30 PM. The building was left out of water overnight. We made repairs the following morning. The top of a 2” pipe nipple upstream of the meter set had blown out. The cause was improper construction material.

August 7 – Utilities Plus lowered the water main west of O’Rielly’s to bring storm water pipe over the top. My self and Jon Steele, KRWA, observed for quality of workmanship.

Wastewater Operation

July 17 – Batteries for the WWTP generator failed. They were replaced.

July 22 – IET found two fuses blown that feed the transformer that feeds the 120 VAC circuit that powered the float charger and block heater for the generator at Prairie Pines lift station. We also replaced the battery for the generator.

July 23 – Generator at the Plantation lift station would not start. Central Power found the ignition module was bad and replaced it. We also replaced the battery for this machine.

August 1 – The roof for the WWTP office building was replaced new and storm damage to the two out buildings was repaired by a contractor.

August 4 – Found a layer of grease carrying the floats with it in the Longbranch lift station. Mayers vacuumed it out.

August 6 – The power on/off float at the Longbranch lift station was replaced.

August 10 – The #2 main lift pump failed. IET replaced the motor starter and the pump was returned to service.

The unrelenting, and sometimes heavy, rain has caused the usual laundry list of problems but operations have been maintained with no significant disruptions. Routine maintenance continues as scheduled.

2013	Water Total	Average per Day Use	Chlorine Average Mg/L	Fluoride Average mg/L	Wastewater Total	Average per Day Treated	Biosolids Total
Gallons							
January	6,914,000	223,032	0.99	0.80	7,991,000	257,770	140,000
February	6,335,600	226,271	0.97	0.74	7,195,000	256,960	136,000
March	7,314,800	235,961	0.94	0.69	8,223,000	265,250	154,000
April	6,904,100	230,137	0.96	0.68	8,156,000	271,860	98,000
May	7,989,800	257,736	1.27	0.57	8,588,000	277,030	112,000
June	7,765,700	258,857	1.20	0.68	7,333,990	244,460	140,000
July	8,055,600	259,858	1.16	0.70	7,316,990	236,030	98,000
August							
September							
October							
November							
December							
Total Gallons							

2012	Water Total	Average per Day Use	Chlorine Average mg/L	Fluoride Average mg/L	Wastewater Total	Average per Day Treated	Biosolids Total
Gallons							
January	6,660,300	214,848	1.12	0.75	7,913,000	255,250	126,000
February	6,262,400	215,945	1.06	0.73	8,020,000	276,550	124,000
March	6,795,100	219,197	1.01	0.83	8,173,000	263,640	154,000
April	7,047,300	234,919	1.04	0.88	7,716,000	257,200	168,000
May	8,124,000	262,064	1.04	0.84	8,021,000	258,740	162,000
June	8,016,900	267,230	0.89	0.86	7,486,990	249,230	126,000
July	9,586,400	309,239	0.88	0.88	7,088,000	228,640	28,000
August	9,018,600	290,923	0.75	0.86	6,290,990	202,930	0
September	9,167,500	305,583	0.80	0.81	6,890,000	229,660	0
October	7,922,300	255,558	0.87	0.81	6,260,990	201,960	124,000
November	6,982,500	232,750	0.87	0.80	6,512,000	217,067	112,000
December	6,969,500	224,823	0.86	0.77	7,684,000	247,870	112,000
Total Gallons	92,552,800				88,055,970		1,236,000

of Non-Compliance(s) with the NPDES Permit

To:

Kansas Department of Health & Environment
ATTN: Permits & Compliance Group
Technical Services Section - ROW
1000 SW Jackson St Suite 420
Topeka, KS 66612-1367

From:

ShortName= MAIZE Group= A Status= ACTIVE
Facility Name = MAIZE, CITY OF
Facility Address: MAIZE, CITY OF
.....: PO BOX 245
.....: 10100 GRADY AVE
.....: MAIZE
.....: KANSAS 67101

DMR: report for Jul 2013 KS0092258

Warnings

The following is a potential misuse of LESS THAN or GREATER THAN found in the monitoring data:

No Warnings

Exceedances and Deficiencies

The following is a list of each non-compliance experienced at our facility during this reporting period. After the list is our written explanation(s) of the exceedance(s), as required by our NPDES permit:

No Deficiencies

No Exceedances

Explanations:

»

(explanations here, as needed, please refer to above numbers)

«

Additional explanations or other communication

City Engineer's Report
8/14/2013

Maize Road Project

The crew continues to work on the punch list for Maize Road and will finish once weather permits.

Central Street Project

The project is completed except for striping and dirt work which will be completed once weather permits.

O'Reilly Auto Parts

The concrete block walls for the store are currently being installed.

New Home Permits

Since the last City Council meeting, one (1) new single-family home permit has been pulled in Hampton Lakes as well as two (2) new triplexes, two (2) permits were issued in Eagle's Nest, and two (2) new permits were pulled for Watercress Village II.

PLANNING ADMINISTRATOR'S REPORT

DATE: August 19, 2013

TO: Maize City Council

FROM: Kim Edgington, Planning Administrator

RE: Regular August Council Meeting

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

1. Zoning Code, Sign Code, Landscape Code, Subdivision Regulations – I have been preparing all of these documents for inclusion in the website in their most recent, corrected forms.
2. Apartment project at Emerald Springs – A proposed 12.37 acre upscale apartment project to be part of the Emerald Springs development. I am continuing to work with the developers to gather all the preliminary information necessary to begin this project.
3. Sedgwick County Fire Code – The Board of County Commissioners is reviewing a revised Fire Code on August 21st, after which the Council will be presented with the final approved version and will be asked to approve, approve with amendments or continue under the current code.
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
August 19, 2013**

Year to date status (Through 07/31/13):

General Fund –			
	Budget	YTD	
Rev.	\$2,447,327	\$1,881,570	76.88%
Exp.	\$2,717,755	\$1,420,886	52.28%
Streets –			
Rev.	\$279,140	\$ 170,547	61.10%
Exp.	\$251,050	\$ 165,765	66.03%
Wastewater Fund-			
Rev.	\$657,340	\$ 473,244	71.99%
Exp.	\$657,340	\$ 392,361	59.69%
Water Fund-			
Rev.	\$737,800	\$ 491,830	66.66%
Exp.	\$737,800	\$ 422,915	57.32%

Health & Dental Benefits

Per Council's request, here are the 2013 numbers (through 7/31/2013) 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:	\$ 120,559.06	\$ 30,139.68	\$150,698.74
Dental:	4,673.84	1,181.42	5,855.26
Life:	<u>4,219.06</u>	<u>0</u>	<u>4,219.06</u>
	\$ 129,451.96	\$ 31,321.10	\$160,773.06

Administrative Employees:

As of 7/31/2013, we had the following number of administrative employees:

Part-Time:	8 (City Engineer, Planning Administrator, Code Enforcement, City Attorney, City Attorney's Assistant, Intern)
Full-Time:	7 (City Administrator, Deputy City Administrator, City Clerk, City Treasurer, Administrative Assistant, Front Desk Clerk, Court Clerk, Police Clerk)

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 07/31/2013)

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
Remaining Balance:	\$164,014.93

CAPITAL PROJECTS

**Temporary Note Resolution
Series A 2011**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 7/31/13	Total Expenditures	Resolution Authorization Less Expenditures	
Emerald Springs Paving	57	427-08	\$ 633,000	\$594,220.35	\$38,779.65	\$633,000.00	\$ -	Included in 2013 Series A GO Bonds
Emerald Springs Water	57	427-08	\$ 264,000	\$222,729.07	\$41,270.93	\$264,000.00	\$ -	Included in 2013 Series A GO Bonds
Eagles Nest Water	65	437-08	\$ 182,000	\$167,738.33	\$11,452.75	\$179,191.08	\$ 2,808.92	Included in 2013 Series A GO Bonds
Eagles Nest Storm Water Pump	65	438-08	\$ 250,000	\$116,044.64	\$21,032.16	\$137,076.80	\$ 112,923.20	Included in 2013 Series A GO Bonds
Eagles Nest Sanitary Sewer	65	439-08	\$ 404,000	\$312,058.84	\$21,032.16	\$333,091.00	\$ 70,909.00	Included in 2013 Series A GO Bonds
Eagles Nest Storm Water Sewer	65	445-08	\$ 357,000	\$299,330.32	\$21,032.16	\$320,362.48	\$ 36,637.52	Included in 2013 Series A GO Bonds
Eagles Nest Paving	65	441-08	\$ 749,000	\$472,149.31	\$21,032.18	\$493,181.49	\$ 255,818.51	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Water	67	457-09	\$ 95,000	\$58,085.38	\$7,957.82	\$66,043.20	\$ 28,956.80	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Paving	67	458-09	\$ 285,000	\$205,740.10	\$7,957.82	\$213,697.92	\$ 71,302.08	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Sewer	67	459-09	\$ 125,000	\$60,776.79	\$7,957.80	\$68,734.59	\$ 56,265.41	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Sewer	68	422-08	\$ 81,000	\$59,943.75	\$6,433.48	\$66,377.23	\$ 14,622.77	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Water	68	423-08	\$ 110,000	\$84,074.95	\$6,433.48	\$90,508.43	\$ 19,491.57	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Paving	68	424-08	\$ 405,600	\$332,713.95	\$4,866.39	\$337,580.34	\$ 68,019.66	Included in 2013 Series A GO Bonds
Totals for Series A 2011				\$2,985,605.78	\$217,238.78	\$3,202,844.56	\$737,755.44	

Temporary Note Resolution
Series A 2013

Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 65,950.32	\$ 754.80	\$ 66,705.12	\$ 50,294.88
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 60,751.22	\$ 754.80	\$ 61,506.02	\$ 2,493.98
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 290,201.14	\$ 754.80	\$ 290,955.94	\$ 37,044.06
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 142,698.42	\$ 754.80	\$ 143,453.22	\$ 82,546.78
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,151.50	\$ 754.80	\$ 71,906.30	\$ 20,093.70
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,007.15	\$ 754.80	\$ 54,761.95	\$ 1,238.05
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 147,288.58	\$ 754.80	\$ 148,043.38	\$ 19,956.62
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 6,954.42	\$ 1,377.34	\$ 8,331.76	\$ 203,668.24
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 47,509.32	\$ 851.00	\$ 48,360.32	\$ 8,639.68
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 103,045.88	\$ 38,897.39	\$ 141,943.27	\$ 22,056.73
Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 60,789.82	\$ 851.00	\$ 61,640.82	\$ 8,359.18

Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 141,657.61	\$ 19,624.12	\$ 161,281.73	\$ 87,718.27
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,108.22	\$ 614.25	\$ 40,722.47	\$ 16,277.53
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 72,762.14	\$ 21,041.36	\$ 93,803.50	\$ 9,196.50
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,254.88	\$ 614.25	\$ 53,869.13	\$ 10,130.87
Central Street Project	05	518-12	\$ 360,000.00	\$ -	\$ 63,176.59	\$ 63,176.59	\$ 296,823.41
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ -	\$ 150,722.05	\$ 150,722.05	\$ 40,277.95
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ -	\$ 38,190.73	\$ 38,190.73	\$ 405,809.27
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ -	\$ 117,743.76	\$ 117,743.76	\$ 104,256.24
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ -	\$ 15,290.65	\$ 15,290.65	\$ 148,709.35
Totals for Series A 2013			\$ 2,359,370.62	\$ 474,278.09	\$ 2,833,648.71	\$ 1,575,591.29	

Temporary Note Resolution Series B 2011

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 7/31/13	Total Expenditures	Resolution Authorization Less Expenditures	
Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 130,246.84	\$ 1,503.16	\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 59,241.05	\$ 26,809.47	\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 219,953.66	\$ 26,543.87	\$ 246,497.53	\$ 25,502.47	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 52,485.00	\$ 10,265.00	\$ 62,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 797,987.44	\$ 2,012.56	\$ 800,000.00	\$ -	
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	
Totals for Series B 2011 Notes			\$ 1,990,000.00	\$ 1,859,913.99	\$ 67,134.06	\$ 1,927,048.05	\$ 62,951.95	

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 7/31/13	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,208,999.15	\$642,202.29	\$1,851,201.44	\$315,439.50	\$122,651.06

Other Project Fund Transfers to Debt Service

Project	Fund	Amount Transferred
Emerald Springs Stormwater	57	\$ 122,482.74
Emerald Springs Sanitary Sewer	57	\$ 122,482.73

Total Transfers \$ 244,965.47

Projects Not Temp Noted

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 7/31/13	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ -	\$ 109.85	\$ 109.85	\$ 97,890.15
Watercress Village 3rd Paving	05	533-13	\$ 230,000.00	\$ -	\$ 109.85	\$ 109.85	\$ 229,890.15

Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00		\$ 109.86	\$ 109.86	\$ 128,890.14
Hampton Lakes 2nd Phase 2 Water	05	535-13	\$ 25,000.00	\$ -	\$ 1,995.26	\$ 1,995.26	\$ 23,004.74
Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ -	\$ 81.25	\$ 81.25	\$ 88,918.75
Hampton Lakes 2nd Phase 2 Sewer	05	537-13	\$ 35,000.00	\$ -	\$ 2,681.25	\$ 2,681.25	\$ 32,318.75
Totals			\$ 606,000.00	\$ -	\$ 5,087.32	\$ 5,087.32	\$ 600,912.68

Grand Totals
Series A
2011, Series B 2011,
Series B
2012, Series A 2013

\$8,413,889.54 **\$1,650,906.01** **\$9,819,830.08** **\$2,498,949.74**

CIP 2013 (As of 7/31/2013)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 250,032.96
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		500.00	36.78
Interest	From Bank Accounts	49.31		200.00	740.69
Transfers	From General Fund	16,666.67		200,000.00	116,666.69
Total Revenues		<u>16,715.98</u>		<u>200,700.00</u>	<u>117,444.16</u>
Total Resources					<u><u>367,477.12</u></u>
Street Improvements				150,000.00	-
Technology Upgrades*			-		27,565.68
Maize Road Project			-	0.00	-
Park Improvements	From Dugan Park Funds		-	164,000.00	-
Other Capital Costs			-	75,000.00	-
Total Expenditures		<u>-</u>	<u>-</u>	<u>389,000.00</u>	<u>27,565.68</u>
Cash Balance - 07/31/13					<u><u>\$ 339,911.44</u></u>

***Technology Upgrades - New software that was budgeted in 2012. This amount was encumbered in 2012 but paid out in 2013. This amount will go against the 2012 budget as planned.**

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 07/31/2013

	MONTHLY BILL	CITY PORTION	REC PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	REC PORTION YEAR TO DATE	PERCENT OR FLAT RATE
Phone	\$745.44	\$609.47	\$135.97	\$5,131.53	\$4,179.74	\$951.79	Flat - based on number of lines
Internet	495.00	445.50	49.50	\$3,465.00	3,118.50	346.50	Flat - \$49.50/month
Gas	27.51	15.16	12.35	\$4,306.10	2,372.66	1,933.44	44.90%
Electric	1,908.99	1,051.85	857.14	\$11,764.14	6,482.04	5,282.10	44.90%
Janitor	1,786.97	984.62	802.35	\$13,116.69	7,227.30	5,889.39	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	57.92	31.91	26.01	\$405.44	223.40	182.04	44.90%
Insurance (Annual Bill)	8,804.00	4,851.00	3,953.00	\$8,804.00	4,851.00	3,953.00	44.90%
Pest Control	275.00	255.00	20.00	\$1,650.00	1,550.00	140.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$14,100.83	\$8,244.52	\$5,856.31	\$48,642.90	\$30,004.64	\$18,678.26	

Shared Costs for City Hall
 Updated 8/15/2013

Equipment Reserve 2013 (As of 07/31/2013)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 69,249.29
Interest	From Bank Accounts	4.30		50.00	64.65
Transfers	From General Fund	8,875.00		106,500.00	62,125.00
Total Revenues		\$ 8,879.30		\$ 106,550.00	\$ 62,189.65
Total Resources					\$ 131,438.94
Trucks/Heavy Equipment			\$ 5,039.76	\$ 25,000.00	\$ 5,039.76
Computers			5,097.50	20,000.00	10,596.96
Police Department Expenses				55,000.00	-
Total Expenditures			\$ 10,137.26	\$ 100,000.00	\$ 15,636.72
Cash Balance - 07/31/2013					\$ 115,802.22



CITY OPERATIONS REPORT

DATE: August 14, 2013
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Fearey
RE: August Report

1) Electronic (Less Paper) Council Packet System Planning

Staff would like to move forward and limit the amount of paperwork that is printed for the agenda. With that in mind, we would like to purchase electronic devices to be used during our meetings. Our proposal is to purchase iPads (or laptops if you would prefer) with the preferred accessories that you choose for council and for key staff.

This project is not budgeted for 2013 and would require use of Equipment Reserve Funds that were not used for a police car purchase. Estimated costs should be under \$10,000. The cost includes accessories for the iPads.

Down the road in 2015, we would like to add the Park and Tree Board as well as the Planning Commission to the paper reduction project.

We would like to discuss this in the Operations Report during the Council meeting.

2) Projects Update

- New Maize Road Traffic Way: Its completion has made an enormous improvement as to traffic flow and safety. It looks great and has enhanced visual image. Still working on the “punch list” that includes sidewalks, a drainage issue at Albert, grading and seeding.
- Drainage Improvement: With the installation of the new detention pond there has been a dramatic improvement of the “past normal flooding patterns” in the area. In fact, other than some very temporary minor street flooding there have not been any flooding issues. For the “huge” amount of rainfall received recently this is probably the first time in the history of Maize that this claim can be made.
- Fencing and Concrete for New Detention Pond: Weather has been an issue in getting this completed. It will be constructed as soon as reasonable possible.

- Central Street: Open for traffic and the sidewalk is complete. Striping, final grading and seeding are still to come.
- North Maize Road & Lakelane: The plans are to complete this as soon as possible. With the wet weather the project has been postponed. Weather permitting it should be completed by the end of September.
- 2013 Housing Starts: Currently 59 new single family housing permits and 2 tri-plex permits (Hampton Lake senior housing) have been issued.

3) **Annexation**

The priority properties have been identified and ownership verified by Security First Title Company. Staff is working on an incentive plan option that will encourage property owners to allow annexation of their property into Maize. It is staff intent to discuss this with the Council at Monday's meeting. Also staff is considering options for how to best approach property owners.

5) **City Meetings**

- August 19th @ 7PM Council
- September 5th @ 7PM Planning Commission
- September 10th @ 7PM Park & Tree Board
- September 16th @ 7PM Council

**MAIZE PARK CEMETERY BOARD
SPECIAL MEETING
MONDAY, AUGUST 19, 2013**

AGENDA ITEM #3

ITEM: CEMETERY FENCING

BACKGROUND:

During the budget process the board discussed fencing along the Northern border of the Cemetery. Staff has received three bids for your review. Wichita Fencing Co. submitted a bid for 324 feet of 3 ½ feet high steel fence at a cost of \$9823.00. J & J Fence submitted two bids. (1) 325 feet of 3 feet high aluminum fence at a cost of \$6847.00. (2) 325 feet of 4 feet high aluminum fence at a cost of \$7089.00.

See attached bid proposals.

FINANCIAL CONSIDERATIONS:

The cost of the fencing should not exceed \$10,000.00 which is well within the budgeted amount for improvements.

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

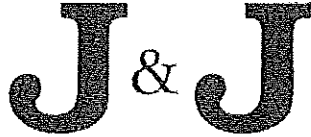
Review and discuss the attached bids.

- (A) J & J Fencing – 325 linear feet of 3 feet high aluminum fence at a cost of \$6847.00.
Includes all materials and installation.
- (B) J & J Fencing – 325 linear feet of 4 feet high aluminum fence at a cost of \$7089.00.
Includes all materials and installation.
- (C) Wichita Fence Co – 324 linear feet of 3 ½ feet high steel fence at a cost of \$9823.00.
Includes all materials and installation.

(A)

Proposal

ALC ENTERPRISES, INC. DBA



FENCE

824 N. West
Wichita, Kansas 67203
(316) 943-6500

PROPOSAL SUBMITTED TO

CITY OF MAIZE
10100 GRADY AVE.
MAIZE, KS 67101-0245
ATTN: RON SMOTHERS

8/06/13
722-7561

MAIZE PARK CEMETARY FENCE

We hereby submit specifications and estimates for:

"JERITH" STYLE: 101 COLOR: BLACK

PROVIDE ALL MATERIALS, EQUIPMENT AND LABOR TO INSTALL APPROX. 325 L.F. OF 3' TALL ORNAMENTAL FENCE USING THE FOLLOWING MATERIALS:

- 6' X 3' SECTIONS
- 2" SQUARE POSTS WITH STANDARD POST CAPS
- 1" SQUARE RAILS (3 - PER SECTION)
- 5/8" SQUARE PICKETS (3 13/16" SPACING)

PRICE INCLUDES: SETTING ALL POSTS IN CEMENT
 NO EXISTING FENCE TO BE REMOVED
 NO GATES (LEAVING OPENING OVER DRIVES)
 SALES TAX ON MATERIALS ONLY
 "JERITH" LIFETIME LIMITED WARRANTY
 SETTING SECTIONS ON POSTS CUT FOR 4' FENCE TO LEAVE SPACE ABOVE GRADE

(jandjfencewichita.com or jerith.com)

Payment due upon completion

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

SIX THOUSAND EIGHT HUNDRED FORTY SEVEN----- dollars (\$ 6,847.00).

WE ASSUME NO RESPONSIBILITY FOR DAMAGES TO UNDERGROUND WIRES, PIPES, SPRINKLER SYSTEMS, ETC. ADDITIONAL MATERIALS OR LABOR INCURRED AS A RESULT OF UNKNOWN UNDERGROUND CONDITION TO BE ADDITIONAL. CUSTOMER ASSUMES RESPONSIBILITY FOR LOCATION OF PROPERTY LINES.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

(B)

Proposal

ALC ENTERPRISES, INC. DBA



FENCE

824 N. West
Wichita, Kansas 67203
(316) 943-6500

PROPOSAL SUBMITTED TO

CITY OF MAIZE
10100 GRADY AVE.
MAIZE, KS 67101-0245
ATTN: RON SMOTHERS

8/06/13
722-7561

MAIZE PARK CEMETARY FENCE

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PRICE INCLUDES: SETTING ALL POSTS IN CEMENT
 NO EXISTING FENCE TO BE REMOVED
 NO GATES (LEAVING OPENING OVER DRIVES)
 SALES TAX ON MATERIALS ONLY
 "JERITH" LIFETIME LIMITED WARRANTY
 SETTING SECTIONS ON POSTS CUT FOR 5' FENCE TO LEAVE SPACE ABOVE GRADE

(jandjfencewichita.com or jerlth.com)

Payment due upon completion

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

SEVEN THOUSAND EIGHTY NINE ----- dollars (\$ 7,089.00).

WE ASSUME NO RESPONSIBILITY FOR DAMAGES TO UNDERGROUND WIRES, PIPES, SPRINKLER SYSTEMS, ETC. ADDITIONAL MATERIALS OR LABOR INCURRED AS A RESULT OF UNKNOWN UNDERGROUND CONDITION TO BE ADDITIONAL. CUSTOMER ASSUMES RESPONSIBILITY FOR LOCATION OF PROPERTY LINES.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

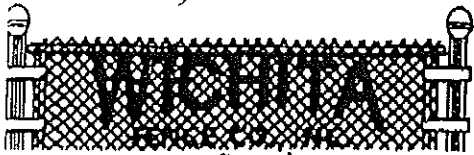
Signature

Signature

Date of Acceptance: _____

SAFEGUARD

FROM (C)

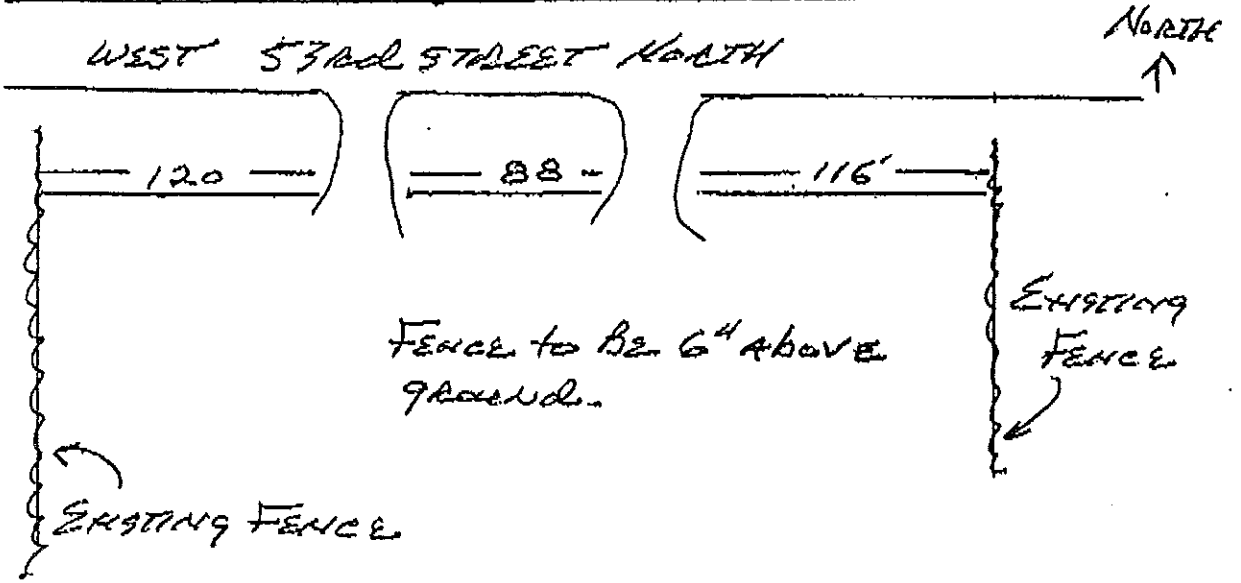


4901 N. Broadway
Wichita, Kansas 67219
316-838-6194
FAX: 316-838-0762

SALESMAN MICHAEL		DATE 8-1-13
PHONE NUMBER	PHONE JOB SITE	FAX NUMBER
EXT.	722-7561	721-4333
MOBILE #	ATTENTION HOME SMOOTHIES	QUOTE GOOD FOR 15 DAYS
371-6557		

PROPOSAL TO: City of MAIZE
JOB ADDRESS: CEMETERY FRONT FENCE CITY: MAIZE STATE: Ks ZIP: _____

NEAR: North / South of (CIRCLE ONE)	East / West of (CIRCLE ONE)	UTILITY STAKING LOG #	COMPLETED	UPDATED
Billing Address: <u>PO Box 245</u> <u>MAIZE Ks</u>	ZIP: <u>67101</u>			



SPECIAL TOOLS: <input type="checkbox"/> Welder <input type="checkbox"/> Torch <input type="checkbox"/> Other _____
(Approximate #s) Jackhammer: # of holes _____ Core Drill # of holes _____
TENSION WIRE: <input type="checkbox"/> Yes <input type="checkbox"/> No Gauge: <input type="checkbox"/> Brace & Truss
SETS: Standard <u>X</u> Special _____ LINES: <u>8</u> x <u>24"</u> Width Depth
TERMS: <u>8</u> x <u>24"</u>
POSTS GATE/TERM/CORNER QTY O.D./SIZE TYPE

OWNER TO REMOVE EXISTING WOOD RAIL FENCE, FENCE POSTS, CONCRETE FOOTINGS AND PIPE RAIL GATES

FABRIC				LINE POSTS		RAIL		WOOD			LINE POST	
ORANGE	HEIGHT	GAUGE	SELVAGE	TUB S20 S40 O.D.	SPACED	TUBE S20 S40 TOP MID BTM	FOOTAGE	HEIGHT	TYPE/SIZE	# OF RAILS	SIZE	SPACED

QUANTITY				GATES		FRAME				ADORNMENTS		ORNAMENTAL IRON MOUNTAGE PLUS				
LINE	DOUBLE	ROLL	WIDTH	HEIGHT	FRAME STYLE	HINGE	LATCH	CLOSER	FOOTAGE	HEIGHT	SIZE	SPACED	TOP	BOTTOM	PICKETS	STYLE
									324	3 1/2'	2 1/2"	8'	1 3/16" x 1 1/2"	3/4"	CLASSIC	

Color: BLACK Dipped Sprayed Powder Coat

The Stake Set by Buyer Haul Away Existing Fence Other:
Distance on Line Take Down Existing Fence Distance Inside Line _____
Buyer agrees that if rock is encountered, a special per hole digging charge may be added.
By execution of this document, the Buyer acknowledges that he has read and understands the term and conditions.
Wichita Fence Co., Inc., agrees to locate underground utilities that can be marked by Safe. This does not include any gas, water, sewer, underground sprinkler lines that may exist upon the buyers property. The buyer shall indemnify and hold harmless Wichita Fence Co., Inc. for the cost of said repairs in the event of digging.
If workmanship only is covered for one year. Wichita Fence is fully insured and bonded.
Accepted by Buyer _____ Date: _____

FOR THE SUM OF	\$ <u>9,823.00</u>
TAX	\$ <u>EXEMPT</u>
BLDG. PERMIT	\$
TOTAL	\$ <u>9,823.00</u>
DOWN PAYMENT	\$
BALANCE DUE	\$
Terms: Cash Upon Completion	
Submitted by <u>Michael Alexander</u>	<u>8-1-13</u>