

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, DECEMBER 15, 2014
PLACE: MAIZE CITY HALL
10100 GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Public Hearing Regarding Special Assessments
- 7) Consent Agenda
 - A. Approval of Minutes –Regular Council Meeting of November 17, 2014.
 - B. Receive & file minutes of the Park & Tree Board meeting of October 14, 2014.
 - C. Cash Disbursements from November 1, 2014 to November 30, 2014 in the amount of \$396,420.33 (Check #59539 thru #59666).
 - D. Approval of Cereal Malt Beverage applications from January 1, 2015 through December 31, 2015 for Maize Pizza Hut North, Maize Pizza Hut Italian Bistro, Kwik Shop.
 - E. Amended 2014 Standard Traffic Ordinances (STO) and the 2014 Uniform Public Offense Code (UPOC)
- 8) Old Business
- 9) New Business
 - A. GO Bonds Special Assessments Ordinance
 - B. K. E. Miller Engineering Contract (Industrial Park)
 - C. Employee Compensation

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 15, 2014**

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

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, November 17, 2014**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **November 17, 2014** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Karen Fitzmier, Pat Stivers, Donna Clasen, Kevin Reid** and **Alex McCreath**.

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

APPROVAL OF AGENDA:

The Agenda was amended to add Item 5C – Public Hearing for Westland IRBs. The Agenda was submitted for Council approval.

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

PUBLIC HEARING – 2014 AMENDED BUDGET:

Mayor Donnelly opened the public hearing at 7:05 pm. Hearing no comments, the public hearing was closed.

PUBLIC HEARING – REILOY WESTLAND IRBs:

Mayor Donnelly opened the public hearing at 7:06 pm. Hearing no comments, the public hearing was closed.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of October 20, 2014, the Planning Commission minutes of October 2, 2014, for receipt and file, the Cash Disbursement Report from October 1, 2014 through October 31, 2014 in the amount of \$412,689.45, (Check #59385 through #59538) zoning extension request for the Veranda Addition at 119th and 37th, approval of Busby, Ford & Reimer LLC engagement letter of auditing service for year ending December 31, 2014 in the amount of \$15,000.

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

REILOY WESTLAND IRB AMENDING RESOLUTION:

An amending resolution determining the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, and equipping a commercial facility in Maize in the approximate amount of \$4,000,000 was submitted for Council approval.

MOTION: *Clasen* moved to approve the resolution determining the advisability of issuing taxable industrial revenue bonds in the amount of \$4,000,000 for the purpose of financing the acquisition, construction and equipping a commercial facility in Maize.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #563-14.

MAIZE ROAD GO BONDS BIDS AND SALE:

Ordinances and resolutions authorizing the issuance of general obligation bonds for the Maize Road Project were submitted for Council approval.

MOTION: *Clasen* moved to accept the low bid of 3.66% interest from Commerce Bank, approve the ordinance authorizing and providing for the issuance of the bonds in the amount of \$2,795,000 and approve the resolution prescribing the form and details of the bonds.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Ordinance #891 and Resolution #564-14.

EMPLOYEE PAY PLAN REVISION:

A revised employee pay plan was submitted for Council approval.

MOTION: *Clasen* moved to postpone action on the 2015 Pay Plan.
Stivers seconded. Motion declared carried 4-1 with *McCreath* voting no.

MANUFACTURED/MOBILE HOME PARK CODE:

An ordinance addressing the living conditions and safety in Maize mobile home and manufactured home communities was submitted for Council approval.

MOTION: *Clasen* moved to approve the ordinance creating Chapter 12 of the Code of the City of Maize relating to Manufactured/Mobile Home Park Code for the City of Maize with the inclusion of verbiage stating should the mobile home parks change ownership, the exceptions longer apply.
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #892

2014 BUDGET AMENDMENT:

An amendment to increase the budget authority in the wastewater fund from \$681,000 to \$707,000 was submitted for Council approval.

MOTION: *Clasen* moved to adopt the amended 2014 wastewater budget in the amount of \$707,000..
Stivers seconded. Motion declared carried.

ABENGOA BIOENERGY CORPORATION WASTEWATER PROCESSING AGREEMENT:

An agreement allowing Abengoa BioEnergy to dispose of excess wastewater at the City's wastewater treatment plant was submitted for Council approval.

MOTION: *Stivers* moved to approve the Abengoa BioEnergy Corporation agreement and authorize the Mayor to sign.
Reid seconded. Motion declared carried.

MAIZE INDUSTRIAL PARK PETITIONS AND RESOLUTIONS OF ADVISABILITY:

Petitions and resolutions of advisability for water and sewer improvements in the Maize Industrial Park were submitted for Council approval.

MOTION: *Clasen* moved to accept the petitions for the Maize Industrial Park in the total amount of \$161,300 and adopt the resolutions of advisability for the Maize Industrial Park.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Resolution #565-14 (Water) and #566-14 (Sewer).

PROPOSED SPECIAL ASSESSMENTS (GO BONDS SERIES A 2015):

A statement of final costs and assessment roll certification for GO Bonds Series A, 2015 was submitted for Council approval.

MOTION: *Clasen* moved to accept the statement of final costs, assessment roll certification and various forms of notice, schedule a public hearing on December 15, 2014 at 7:00 pm and publish notice and send notice of proposed assessments to the owners of affected property.
Fitzmier seconded. Motion declared carried.

MCCULLOUGH EXCAVATION, INC. AGREEMENT:

An agreement with McCullough Excavation, Inc. to permanently repair a sewer manhole that serves Fieldstone Apartments was submitted for Council approval.

MOTION: *Fitzmier* moved to approve the McCullough Excavation contract in an amount not to exceed \$31,900 and authorize the Mayor to sign, provided the City has a signed agreement with Zimmerman Properties for repayment of all costs
Stivers 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, OCTOBER 14, 2014**

The Maize Park and Tree Board met in a regular meeting at 5:28pm, Tuesday, October 14, 2014 with **Chair, Jennifer Herington**, presiding. Board members present were **Secretary Mike Burks, Marina Fulton, Dennis Wardell and Betty Pew**. Board members absent were **Patrick Atchison and Becky Keiter-Bell**.

Also present was **Richard LaMunyon**, City Administrator, **Jolene Graham Allmond**, Recording Secretary and **Ron Smothers**, Public Works Supervisor.

Approval of Agenda:

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

Approval of the September 9, 2014 Minutes:

MOTION: **Burks** moved to approve the minutes.
Fulton seconded. Motion declared carried.

Splash Park:

- **Allmond** to research fundraising options.

Park Enhancements:

- Board and Staff discussion

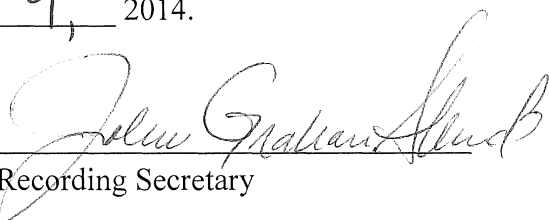
Adjournment:

With no further business before the board:

MOTION: **Burks** motioned to adjourn.
Pew seconded. Motion declared carried.
Meeting adjourned at 6:40 pm

Approved by the Park and Tree Board on December 9, 2014.


Park and Tree Board Member


Recording Secretary

		City of Maize				
		Disbursement Report Totals				
		Dates Covered: 11/01/2014 - 11/30/2014				
Accounts Payable:						
Voucher	Voucher	Check	Check	Check Numbers		
Date	Amt	Date	Amount	Begin	End	
3-Nov	620.33	3-Nov	620.33	59539	59540	Catering/Postage
4-Nov	\$ 10,885.58	6-Nov	\$ 10,885.58	59555	59558	Utilities
5-Nov	107,402.15	10-Nov	107,412.15	59559	59599	
19-Nov	4,904.92	20-Nov	4,904.92	59621	59623	Utilities
20-Nov	28,871.88	20-Nov	28,871.88	59624	59662	
20-Nov	640.78	20-Nov	640.78	Electronic		October Sales Tax
25-Nov	4,853.04	20-Nov	4,853.04	59663	59665	Utilities
25-Nov	201.09	25-Nov	201.09	59666	59666	Utilities
26-Nov	91,677.42	26-Nov	91,677.42	Electronic		GO Bonds Series A 2014
AP Total	\$ 250,057.19		\$ 250,067.19			
Payroll:						
Run	Earning	Check	Check	Check Numbers		
Date	History	Date	Amount	Begin	End	
10-Dec	\$ 111,630.12	6-Nov	\$ 60,977.67	59541	59554	
		20-Nov	85,375.47	59601	59620	
KPERS Employer Portion	8,890.47					
FICA Employer Portion	8,102.31					
Health/Dental Insurance (Employer Portion)	17,730.24					
PR Total	\$ 146,353.14		\$ 146,353.14			
	AP		\$ 250,067.19			
	PR		146,353.14			
	Total Disbursements		\$ 396,420.33			
	Check Numbers used this period:					
	#59539 thru #59666					

Expenditure Report Reconciliation 121014
12/10/2014

J Reid

CITY OF MAIZE

Cash and Budget Position
Thru November 30, 2014

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	\$ 1,012,611.77	\$ 98,502.81	\$ 175,518.66	\$ 935,595.92	\$ 3,030,450.00	\$ 2,633,929.84	\$ 2,304,753.66	\$ 725,696.34	23.95%
02	Street Fund	130,972.68	12,600.00	16,584.73	126,987.95	268,000.00	277,726.99	256,097.19	11,902.81	4.44%
04	Capital Improvements Fund	355,115.25	12,682.41	-	367,797.66	564,000.00	162,315.30	213,235.38	350,764.62	62.19%
5	Long-Term Projects	(262,115.59)	-	24,569.25	(286,684.84)	-	-	659,084.74		
10	Equipment Reserve	76,053.77	12,515.92	460.84	88,108.85	195,000.00	137,661.65	146,502.34	48,497.66	24.87%
11	Police Training Fund	1,745.44	192.00	-	1,937.44	10,000.00	2,380.00	6,438.90	3,561.10	35.61%
12	Municipal Court Fund	6,100.89	270.98	-	6,371.87	-	14,807.72	18,496.04		
16	Bond & Interest Fund	400,738.05	52,693.00	-	453,431.05	2,191,290.00	1,849,805.17	1,862,565.65	328,724.35	15.00%
19	Wastewater Reserve Fund	162,764.41	3,928.92	41,747.53	124,945.80	-	43,218.12	60,536.78		
20	Wastewater Treatment Fund	487,538.01	62,641.94	54,319.43	495,860.52	681,000.00	772,333.13	644,112.30	36,887.70	5.42%
21	Water Fund	388,114.86	73,491.36	57,354.05	404,252.17	749,600.00	744,146.11	663,851.80	85,748.20	11.44%
22	Water Reserve Fund	71,148.81	3,000.00	-	74,148.81	35,000.00	33,000.00	49,415.00	(14,415.00)	-41.19%
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	3,838.57	-	1,434.00	2,404.57	-	3,500.00	5,699.00		
38	Cafeteria Plan	1,080.52	1,230.18	964.00	1,346.70	-	11,556.58	10,610.51		
40	Carlson Assessments Fund	38,770.21	-	-	38,770.21	-	-	20,255.00		
47	53rd & Maize Road Expansion	127,072.42	48,230.27	109,013.92	66,288.77	-	103,996.59	144,000.94		
61	Carriage Crossing VI	114,403.53	-	-	114,403.53	-	-	119.34		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00	-	-	-		
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37	-	-	39.78		
76	Series 2013B Refunding Bonds	463.25	-	-	463.25	-	-	-		
98	Maize Cemetery	168,180.08	89.56	3,125.00	165,144.64	140,265.00	38,140.59	34,874.77	105,390.23	75.14%
Report Totals		\$ 3,759,918.39	\$ 382,069.35	\$ 485,091.41	\$ 3,656,896.33	\$ 7,864,605.00	\$ 6,828,517.79	\$ 7,100,689.12	\$ 1,682,758.01	21.40%

CITY OF MAIZE

Bank Reconciliation Report For November 2014

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,012,611.77	\$ 98,502.81	\$ 175,518.66	\$ 935,595.92
02	Street Fund	130,972.68	12,600.00	16,584.73	126,987.95
04	Capital Improvements Fund	355,115.25	12,682.41	-	367,797.66
05	Long-Term Projects	(262,115.59)		24,569.25	(286,684.84)
10	Equipment Reserve Fund	76,053.77	12,515.92	460.84	88,108.85
11	Police Training Fund	1,745.44	192.00	-	1,937.44
12	Municipal Court Fund	6,100.89	270.98	-	6,371.87
16	Bond & Interest Fund	400,738.05	52,693.00	-	453,431.05
19	Wastewater Reserve Fund	162,764.41	3,928.92	41,747.53	124,945.80
20	Wastewater Treatment Fund	487,538.01	62,641.94	54,319.43	495,860.52
21	Water Fund	388,114.86	73,491.36	57,357.05	404,249.17
22	Water Reserve Fund	71,148.81	3,000.00	-	74,148.81
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Drug Tax Distribution Fund	4,603.57		1,434.00	3,169.57
38	Cafeteria Plan	1,080.52	1,230.18	964.00	1,346.70
40	Carlson Assessments Fund	38,770.21	-		38,770.21
47	53rd & Maize Road Expansion	127,072.42	48,230.27	109,013.92	66,288.77
61	Carriage Crossing VI	114,403.53	-	-	114,403.53
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	13,068.00	-		13,068.00
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37
76	Series 2013 B Refunding Bonds	463.25			463.25
98	Maize Cemetery	168,180.08	89.56	3,125.00	165,144.64
Totals All Fund		\$ 3,760,683.39	\$ 382,069.35	\$ 485,094.41	\$ 3,657,658.33

Bank Accounts and Adjustments

Emprise Bank/Halstead Checking Account	\$ 459,643.61	\$ 293,142.33	\$ 540,182.39	\$ 212,603.55
Outstanding Items				\$ (27,751.42)
Halstead Bank Money Market Account	3,307,027.28	634.28	-	3,307,661.56
Maize Cemetery CD 85071	90,750.26	-	-	90,750.26
Maize Cemetery Operations	77,429.82	89.56	3,125.00	74,394.38
Totals All Banks	\$ 3,934,850.97	\$ 293,866.17	\$ 543,307.39	\$ 3,657,658.33

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 16, 2014**

AGENDA ITEM 7E

ITEM: **Adopt the Amended 2014 Standard Traffic Ordinances (STO) and the 2014 Uniform Public Offense Code (UPOC)**

BACKGROUND:

The State of Kansas publishes new Standard Traffic Ordinances (STO) and Uniform Public Offense Codes (UPOC) yearly. This is a yearly request to update the City of Maize's STOs and UPOCs to follow the State of Kansas STOs and UPOCs.

We adopted the STO UPOC once it was available. However, after publication the League of Kansas Municipalities discovered two errors in their publication (see attached letter). This amendment to the 2014 Ordinance would correct the errors.

FINANCIAL CONSIDERATIONS:

\$100 for replacement books (already purchased)

LEGAL CONSIDERATIONS:

Approved by City Attorney.

RECOMMENDATION/ACTION:

Adopt the AMENDED 2014 Standard Traffic Ordinances (STO) and the 2014 Uniform Public Offense Code (UPOC).



October 30, 2014

Dear LKM Member:

After its final publication, the League discovered errors in two sections of the *Standard Traffic Ordinance* for Kansas Cities, edition of 2014. While we do not think either error should cause issues with prosecution, we would feel remiss if we did not inform our members. Below is a description of the errors.

Article 5, Section 23: subsections (1) and (2) should fall under subsection (b) rather than (c).

Article 19, Section 200: subsection (a) refers to "this act" in two places. "This act" should be replaced with "the Kansas Automobile Injury Reparations Act."

We have attached a sample ordinance your city may pass to correct the errors. We recommend talking with your city attorney to determine the best route your city should take.

In addition, please do not hesitate to call the League at (785)354-9565 with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nicole Proulx Aiken".

Nicole Proulx Aiken
Legal Counsel
League of Kansas Municipalities

Enclosure

[A Summary of this Ordinance published in the *Clarion*
on the ____ day of _____, 2014.]

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 5, SECTION 23, AND ARTICLE 19, SECTION 200, OF THE *STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES*, EDITION OF 2014, WHICH WAS INCORPORATED BY ORDINANCE NO. 884, AND CREATING SECTIONS 14-104 AND 14-105 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Maize, Kansas:

SECTION 1. Section 14-104 Created. Section 14-104 of the Code of the City of Maize, Kansas, is hereby created and will read as follows:

- 14-104. ARTICLE 5, SECTION 23, "ACCIDENT INVOLVING DEATH OR PERSONAL INJURIES; PENALTIES" OF THE STANDARD TRAFFIC ORDINANCE, EDITION OF 2014, ("Standard Traffic Ordinance") MODIFIED.
- (a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of such accident until the driver has fulfilled the requirements of Section 25 of the Standard Traffic Ordinance.
- (b) A person who violates subsection (a) when an accident results in:
- (1) total property damages of less than \$1,000 will be punished as provided in Section 201.
 - (2) injury to any person or total property damages in excess of \$1,000 or more will be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.
- (c) The driver will comply with the provisions of Section 26.1 of the Standard Traffic Ordinance. (K.S.A. Supp. 8-1602)

SECTION 2. Section 14-105 Created. Section 14-105 of the Code of the City of Maize, Kansas, is hereby created and will read as follows:

- 14-105. ARTICLE 19, SECTION 200, "MOTOR VEHICLE LIABILITY INSURANCE" OF THE STANDARD TRAFFIC ORDINANCE, EDITION OF 2014, ("Standard Traffic Ordinance") MODIFIED.
- (a) Every owner shall provide motor vehicle liability insurance coverage in accordance with the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle: (1) is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f); (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle

liability insurance coverage is provided by the school district or accredited nonpublic school; (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or (4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.

(b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.

(c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.

(d) (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall transmit a copy of the insurance verification form prescribed by the secretary of revenue with the copy of the citation transmitted to court.

(2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.

(e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c) or (d) shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall

be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.

(f) Any person violating any provision of this section shall be guilty of a violation of this Section 14-105 and subject to a fine of not less than \$300 nor more than \$1,000, or by imprisonment for a term of not more than six months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three years of such prior conviction shall be guilty of a violation of this Section 14-105 and subject to a fine of not less than \$800 nor more than \$2,500, or by imprisonment for a term not to exceed one year, or both such fine and imprisonment.

(K.S.A. Supp. 40-3104)

SECTION 3. Effective Date. This ordinance shall take effect and be in full force and effect after the publication of the summary of the ordinance in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2014.

(SEAL)

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

APPROVED AS TO FORM:

TOM POWELL, City Attorney

(PUBLISHED IN THE *CLARION* ON _____, 2014.)

SUMMARY OF ORDINANCE NO. _____

On December 15, 2014, the governing body of the City of Maize Kansas, passed an ordinance entitled:

AN ORDINANCE AMENDING ARTICLE 5, SECTION 23, AND ARTICLE 19, SECTION 200, OF THE *STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES*, EDITION OF 2014, WHICH WAS INCORPORATED BY ORDINANCE NO. 884, AND CREATING SECTIONS 14-104 AND 14-105 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

This ordinance modifies two sections of the "Standard Traffic Ordinance for Kansas Cities, Edition of 2014" that was incorporated into the Code of the City of Maize, Kansas by Ordinance No. 884. This ordinance modifies Article 5, Section 23 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, that addresses accidents involving death or personal injury, and modifies Article 19, Section 200, of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, that addresses motor vehicle liability insurance.

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. A reproduction of the ordinance is available for not less than seven (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: December 15, 2014.



Tom Powell, City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 15, 2014**

AGENDA ITEM #9A

ITEM: SPECIAL ASSESSMENT ORDINANCE

BACKGROUND:

In accordance with state law, a public hearing was held earlier at this meeting to allow for comments on the proposed special assessments for various projects in the following subdivisions:

<u>Special Assessment Projects</u>	<u>Final Cost (including interest and costs of issuance)</u>
Hampton Lakes Commercial Park	\$453,892.48
Hampton Lakes Second Addition	\$452,576.38
Hampton Lakes Second Addition – Phase 2	\$173,738.51
Watercress Village 2nd Addition - Phase 2	\$454,357.64
Watercress Village 2nd Addition - Phase 3	\$205,589.06
Woods at Watercress Addition	\$973,854.93
Watercress Village 3rd Addition	\$480,937.58
Lakelane paving improvements	\$96,328.63

Upon adoption of a special assessment ordinance, property owners will be notified of the final assessments. Property owners can choose to “pre-pay” their specials by January 9, or else the special assessment will be paid over 20 years with interest.

FINANCIAL CONSIDERATIONS:

Larry Kleeman (Financial Advisor) has prepared a spreadsheet summarizing the final special assessments. Bonds will be issued in February for the amount of the unpaid specials, and the annual special assessments will be used to pay debt service on the bonds.

LEGAL CONSIDERATIONS:

Kim Bell (Bond Counsel) has prepared the ordinance levying the special assessments on the properties located in the benefit districts. Pursuant to the ordinance, notices about the final assessments will be sent to each property owner.

RECOMMENDATION/ACTION:

Approve the “special assessment ordinance”.

Maize, KS
Final Costs and Special Assessments
Series 2015A Bonds

HAMPTON LAKES COMMERCIAL

		Res. 470-09		Res. 471-09		Res. 472-09			
		Storm Water		Sanitary Sewer		Drainage Pond			
Construction		\$	38,207.00	\$	38,390.00	\$	240,550.00		
Engineering		\$	21,800.00	\$	11,800.00	\$	60,700.00		
Admin/Legal/Fiscal		\$	5,717.36	\$	5,107.24	\$	31,620.88		
Final Cost		\$	65,724.36	\$	55,297.24	\$	332,870.88		
<u>Property Description</u>		<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>		
Hampton Lakes 2nd Addition	Hampton Lakes Commerical Park Addition								
<u>Block</u>	<u>Lot</u>	<u>Block</u>	<u>Lot</u>						
		1	1	0.1155	\$7,594.20	0.1155	\$6,389.39	0.1155	\$21,187.81
		1	2	0.1172	\$7,702.40	0.1172	\$6,480.42	0.1172	\$21,489.68
		1	3	0.2098	\$13,791.91	0.2098	\$11,603.84	0.2098	\$38,479.42
		1	4	0.1134	\$7,456.40	0.1134	\$6,273.45	0.1134	\$20,803.35
		1	5	0.1217	\$8,000.28	0.1217	\$6,731.05	0.1217	\$22,320.78
		1	6	0.1168	\$7,678.59	0.1168	\$6,460.39	0.1168	\$21,423.26
		1	7	0.0973	\$6,393.33	0.0973	\$5,379.03	0.0973	\$17,837.37
2	1	1	8	0.1081	\$7,107.25	0.1081	\$5,979.67	0.1081	\$19,829.21
	KDOT Row Tract								\$149,500.00

FOR REFERENCE ONLY

ESTIMATED
Monthly Specials for
20 years @ 4.25%

\$220.47
\$223.61
\$400.39
\$216.47
\$232.25
\$222.92
\$185.60
\$206.33

HAMPTON LAKES SECOND ADDN

	Res. 481-10	Res. 482-10	Res. 483-10	Res. 484-10
	Storm Water	Sanitary Sewer	Water Dist.	Paving
Construction	\$ 105,583.00	\$ 49,475.00	\$ 44,480.00	\$ 122,071.50
Engineering	\$ 36,900.00	\$ 15,000.00	\$ 9,050.00	\$ 27,320.00
Admin/Legal/Fiscal	\$ 14,731.29	\$ 6,696.40	\$ 5,620.46	\$ 15,648.73
Final Cost	\$ 157,214.29	\$ 71,171.40	\$ 59,150.46	\$ 165,040.23

<u>Property Description</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	
Hampton Lakes									
Second Addition									
<u>Block</u>	<u>Lot</u>								
1	1	0.027027027 \$4,249.03			0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$87.73
1	2	0.027027027 \$4,249.03			0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$87.73
1	3	0.027027027 \$4,249.03			0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$87.73
1	4	0.027027027 \$4,249.03							\$26.63
1	5	0.027027027 \$4,249.03							\$26.63
1	6	0.027027027 \$4,249.03							\$26.63
1	7	0.027027027 \$4,249.03							\$26.63
1	8	0.027027027 \$4,249.03							\$26.63
1	9	0.027027027 \$4,249.03							\$26.63
1	10	0.027027027 \$4,249.03							\$26.63
1	11	0.027027027 \$4,249.03							\$26.63
1	12	0.027027027 \$4,249.03							\$26.63
1	13	0.027027027 \$4,249.03	0.04	\$2,846.86					\$44.48
1	14	0.027027027 \$4,249.03	0.04	\$2,846.86					\$44.48
1	15	0.027027027 \$4,249.03	0.04	\$2,846.86					\$44.48
1	16	0.027027027 \$4,249.03	0.04	\$2,846.86					\$44.48
1	17	0.027027027 \$4,249.03	0.04	\$2,846.86					\$44.48
1	18	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	19	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	20	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	21	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	22	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	23	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	24	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	25	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	26	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	27	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	28	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	29	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	30	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	31	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	32	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	33	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	34	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	35	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	36	0.027027027 \$4,249.03	0.04	\$2,846.86	0.043478261	\$2,571.76	0.043478261	\$7,175.66	\$105.58
1	37	0.027027027 \$4,249.21	0.04	\$2,846.76	0.043478261	\$2,571.74	0.043478261	\$7,175.71	\$105.58

FOR REFERENCE ONLY

ESTIMATED
Monthly Specials for
20 years @ 4.25%

Watercress Village Second Addition - Phase 2								
	Res. 509-12		Res. 510-12		Res. 511-12		Res. 512-12	
	Water Dist.		Paving		Sewer		Storm Water	
Construction	\$ 36,878.50		\$ 115,880.30		\$ 47,752.00		\$ 119,835.60	
Engineering	\$ 9,200.00		\$ 26,750.00		\$ 11,400.00		\$ 40,500.00	
Admin/Legal/Fiscal	\$ 5,231.77		\$ 16,244.81		\$ 6,728.14		\$ 17,956.52	
Final Cost	\$ 51,310.27		\$ 158,875.11		\$ 65,880.14		\$ 178,292.12	
Property Description	Fraction	Proposed Assessment	Fraction	Proposed Assessment	Fraction	Proposed Assessment	Fraction	Proposed Assessment
Watercress Village Second Addition								
Block	Lot							
1	20	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	21	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	22	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	23	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	24	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	25	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	26	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	27	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	28	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	29	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
1	30				0.0155 \$2,763.53			\$17.32
1	31				0.0155 \$2,763.53			\$17.32
1	32				0.0155 \$2,763.53			\$17.32
1	33				0.0155 \$2,763.53			\$17.32
1	34				0.0155 \$2,763.53			\$17.32
1	35				0.0155 \$2,763.53			\$17.32
1	36				0.0155 \$2,763.53			\$17.32
1	37				0.0155 \$2,763.53			\$17.32
1	38				0.0155 \$2,763.53			\$17.32
1	39				0.0155 \$2,763.53			\$17.32
1	40				0.0155 \$2,763.53			\$17.32
1	41				0.0155 \$2,763.53			\$17.32
2	1	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
2	2	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
2	3	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
2	4	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
2	5	0.0625 \$3,206.89	0.0625 \$9,929.69	0.047619048 \$3,137.15	0.0058 \$1,034.09			\$108.49
2	6	0.0625 \$3,206.92	0.0625 \$9,929.76	0.047619048 \$3,137.14	0.0058 \$1,034.15			\$108.49
2	7			0.047619048 \$3,137.15	0.0236 \$4,207.69			\$46.04
2	8			0.047619048 \$3,137.15	0.0236 \$4,207.69			\$46.04
2	9			0.047619048 \$3,137.15	0.0236 \$4,207.69			\$46.04
2	10			0.047619048 \$3,137.15	0.0236 \$4,207.69			\$46.04
2	11			0.047619048 \$3,137.15	0.0236 \$4,207.69			\$46.04
2	13				0.0208 \$3,708.48			\$23.25
2	19				0.0208 \$3,708.48			\$23.25
2	20				0.0208 \$3,708.48			\$23.25
Watercress Village Third Addition								
1	1				0.023513043 \$4,192.19			\$26.28
1	2				0.023513043 \$4,192.19			\$26.28
1	3				0.023513043 \$4,192.19			\$26.28
1	4				0.023513043 \$4,192.19			\$26.28
1	5				0.023513043 \$4,192.19			\$26.28
1	6				0.023513043 \$4,192.19			\$26.28
2	1				0.023513043 \$4,192.19			\$26.28
2	2				0.023513043 \$4,192.19			\$26.28
2	3				0.023513043 \$4,192.19			\$26.28
2	4				0.023513043 \$4,192.19			\$26.28
2	5				0.023513043 \$4,192.19			\$26.28
2	6				0.023513043 \$4,192.19			\$26.28
2	7				0.023513043 \$4,192.19			\$26.28
2	8				0.023513043 \$4,192.19			\$26.28
2	9				0.023513043 \$4,192.19			\$26.28
2	10				0.023513043 \$4,192.19			\$26.28
2	11				0.023513043 \$4,192.19			\$26.28
2	12				0.023513043 \$4,192.19			\$26.28
2	13				0.023513043 \$4,192.19			\$26.28
2	14				0.023513043 \$4,192.19			\$26.28
2	15				0.023513043 \$4,192.19			\$26.28
2	16				0.023513043 \$4,192.19			\$26.28
2	17				0.023513043 \$4,192.19			\$26.28

FOR REFERENCE ONLY

ESTIMATED
Monthly Specials for
20 years @ 4.25%

Maize, KS
Final Costs and Special Assessments
Series 2015A Bonds

Watercress Village Second Addition - Phase 3

	Res. 513-12	Res. 514-12	Res. 515-12
	Water Dist.	Paving	Sewer
Construction	\$ 29,761.75	\$ 79,076.50	\$ 39,681.75
Engineering	\$ 9,350.00	\$ 16,750.00	\$ 10,350.00
Admin/Legal/Fiscal	\$ 4,316.26	\$ 10,738.67	\$ 5,564.13
Final Cost	\$ 43,428.01	\$ 106,565.17	\$ 55,595.88

FOR REFERENCE ONLY

<u>Property Description</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>		
Watercress Village Second Addition							ESTIMATED	
<u>Block</u>							Monthly Specials for	
	<u>Lot</u>						<u>20 years @ 4.25%</u>	
1	30	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	31	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	32	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	33	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	34	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	35	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	36	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	37	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	38	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	39	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	40	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
1	41	0.058823529	\$2,554.59	0.058823529	\$6,268.54	0.083333333	\$4,632.99	\$84.35
2	7	0.058823529	\$2,554.59	0.058823529	\$6,268.54			\$55.31
2	8	0.058823529	\$2,554.59	0.058823529	\$6,268.54			\$55.31
2	9	0.058823529	\$2,554.59	0.058823529	\$6,268.54			\$55.31
2	10	0.058823529	\$2,554.59	0.058823529	\$6,268.54			\$55.31
2	11	0.058823529	\$2,554.57	0.058823529	\$6,268.53			\$55.31

Maize, KS
Final Costs and Special Assessments
Series 2015A Bonds

Woods at Watercress Addition									
		Res. 523-13		Res. 524-13		Res. 525-13		Res. 526-13	
		Water		Paving		Sewer		Storm Sewer	
Construction		\$ 140,400.00		\$ 329,510.00		\$ 99,800.00		\$ 130,100.00	
Engineering		\$ 31,350.00		\$ 85,847.76		\$ 37,000.00		\$ 27,250.00	
Admin/Legal/Fiscal		\$ 18,121.85		\$ 43,637.11		\$ 14,208.09		\$ 16,630.12	
Final Cost		\$ 189,871.85		\$ 458,994.87		\$ 151,008.09		\$ 173,980.12	

Property Description		Proposed Assessment		Proposed Assessment		Proposed Assessment		Proposed Assessment		
Fraction	Assessment	Fraction	Assessment	Fraction	Assessment	Fraction	Assessment	Fraction	Assessment	
Woods at Watercress Addition										
<u>Block</u>	<u>Lot</u>									
1	1	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	2	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	3	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	4	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	5	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	6	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	7	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	8	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	9	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	10	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	11	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	12	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	13	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	14	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	15	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	16	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	17	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	18	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	19	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	20	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	21	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	22	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	23	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	24	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	25	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	26	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	27	0.0281	\$5,335.40	0.0281	\$12,897.76	0.0281	\$4,243.33	0.0281	\$4,888.84	\$171.53
1	28	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	29	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	30	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	31	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	32	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
1	33	0.0237	\$4,499.96	0.0237	\$10,878.18	0.0237	\$3,578.89	0.0237	\$4,123.33	\$144.68
Watercress 2nd Addition										
<u>Block</u>	<u>Lot</u>									
1	19	0.0864	\$16,404.93	0.0864	\$39,657.16	0.0864	\$13,047.10	0.0864	\$15,031.88	\$527.42
1	20	0.025	\$4,746.80	0.025	\$11,474.87	0.025	\$3,775.20	0.025	\$4,349.50	\$152.61
Sanctuary Addition										
<u>Block</u>	<u>Lot</u>									
1	6	0.0625	\$11,867.04	0.0625	\$28,687.10	0.0625	\$9,438.02	0.0625	\$10,873.75	\$381.53

FOR REFERENCE ONLY

ESTIMATED
Monthly Specials for
20 years @ 4.25%

Maize, KS
Final Costs and Special Assessments
Series 2015A Bonds

Watercress Village Third Addition								
		Res. 532-13		Res. 533-13, 546-13		Res. 534-13		
		Water Dist.		Paving		Sewer		
Construction		\$ 56,015.00		\$ 247,967.50		\$ 57,469.34		
Engineering		\$ 16,000.00		\$ 37,400.00		\$ 20,900.00		
Admin/Legal/Fiscal		\$ 7,353.69		\$ 29,936.34		\$ 7,895.71		
Final Cost		\$ 79,368.69		\$ 315,303.84		\$ 86,265.05		
<u>Property Description</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>		
Watercress Village Third Addition								
<u>Block</u>	<u>Lot</u>							
1	1	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
1	2	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
1	3	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
1	4	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
1	5	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
1	6	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	1	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	2	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	3	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	4	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	5	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	6	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	7	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	8	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	9	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	10	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	11	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	12	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	13	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	14	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	15	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	16	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	17	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
Watercress Village Second Addition								
<u>Block</u>	<u>Lot</u>							
2	13	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	19	0.0385	\$3,052.64	0.0385	\$12,127.07	0.0385	\$3,317.89	\$115.95
2	20	0.0385	\$3,052.69	0.0385	\$12,127.09	0.0385	\$3,317.80	\$115.95

FOR REFERENCE ONLY

ESTIMATED
Monthly Specials for
20 years @ 4.25%

Maize, KS
Final Costs and Special Assessments
Series 2015A Bonds

Hampton Lakes Second Addition - Phase 2

		Res. 535-13, 543-13		Res. 536-13		Res. 537-13	
		Water Dist.		Paving		Sewer	
Construction		\$ 27,766.53		\$ 86,799.50		\$ 19,947.78	
Engineering		\$ 4,100.00		\$ 14,550.00		\$ 5,700.00	
Admin/Legal/Fiscal		\$ 2,997.94		\$ 9,507.37		\$ 2,369.39	
Final Cost		\$ 34,864.47		\$ 110,856.87		\$ 28,017.17	
<u>Property Description</u>		<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>
Hampton Lakes Second Addition							
<u>Block</u>	<u>Lot</u>						
1	4	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	5	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	6	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	7	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	8	0.071428571	\$2,490.32	0.071428571	\$7,918.35	0.2	\$5,603.43
1	9	0.071428571	\$2,490.32	0.071428571	\$7,918.35	0.2	\$5,603.43
1	10	0.071428571	\$2,490.32	0.071428571	\$7,918.35	0.2	\$5,603.43
1	11	0.071428571	\$2,490.32	0.071428571	\$7,918.35	0.2	\$5,603.43
1	12	0.071428571	\$2,490.31	0.071428571	\$7,918.32	0.2	\$5,603.45
1	13	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	14	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	15	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	16	0.071428571	\$2,490.32	0.071428571	\$7,918.35		
1	17	0.071428571	\$2,490.32	0.071428571	\$7,918.35		

FOR REFERENCE ONLY

ESTIMATED
Monthly Specials for
20 years @ 4.25%

\$65.24
\$65.24
\$65.24
\$65.24
\$100.37
\$100.37
\$100.37
\$100.37
\$100.37
\$100.37
\$65.24
\$65.24
\$65.24
\$65.24
\$65.24

Lakelane - Paving

Res. 541-13

Construction
 Engineering
 Admin/Legal/Fiscal
 Final Cost
5% ASSESSED

Paving		
<u>Property Description</u>	<u>Fraction</u>	<u>Proposed Assessment</u>
		\$ 88,000.00
		\$ -
		\$ 8,328.63
		\$ 96,328.63
		\$ 4,816.43
Lakelane Estates Addn. Address		
10009 Lakelane	0.090909091	\$437.86
10011 Lakelane	0.090909091	\$437.86
10025 Lakelane	0.090909091	\$437.86
10101 Lakelane	0.090909091	\$437.86
10121 Lakelane	0.090909091	\$437.86
10133 Lakelane	0.090909091	\$437.86
10012 Lakelane	0.090909091	\$437.86
10110 Lakelane	0.090909091	\$437.86
10130 Lakelane	0.090909091	\$437.86
10220 Lakelane	0.090909091	\$437.86
10310 Lakelane	0.090909091	\$437.86

CITY PAYS 95% \$ 91,512.20

FOR REFERENCE ONLY

ESTIMATED
 Monthly Specials for
20 years @ 4.25%

Full Legal Description

LOT 1 BLOCK 1 LAKE COUNTRY 1ST. ADD.
 ALL LOT 5 & LOT 4 EXC W 96 FT BLOCK 2 LAKELANE ESTATES ADD.
 LOT 3 EXC W 126 FT THEREOF & W 96 FT LOT 4 BLOCK 2 LAKELANE ESTATES ADD.
 W 126 FT LOT 3 BLOCK 2 LAKELANE ESTATES ADD.
 LOT 2 BLOCK 2 LAKELANE ESTATES ADD.
 LOT 1 BLOCK 2 LAKELANE ESTATES ADD.
 LOT 5 BLOCK 1 LAKELANE ESTATES ADD.
 LOT 4 BLOCK 1 LAKELANE ESTATES ADD.
 LOT 3 BLOCK 1 LAKELANE ESTATES ADD.
 LOT 2 BLOCK 1 LAKELANE ESTATES ADD.
 LOT 1 BLOCK 1 LAKELANE ESTATES ADD.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, December 15, 2014**

AGENDA ITEM # 9B

ITEM: Maize Industrial Park Engineering Contract

BACKGROUND:

The developer for the Maize Industrial Park is ready to start improvements. A contract from K.E. Miller Engineering for engineering services is presented to Council for approval.

Petitions and resolutions for water and sewer improvements were approved at the November 17, 2014 Council meeting.

FINANCIAL CONSIDERATIONS:

Cost is \$9,600 for design services and \$9,600 for construction administration.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

Approve the K.E. Miller Engineering contract in amounts not to exceed \$9,600 for design and \$9,600 for construction administration and authorize the Mayor to sign.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

THE CITY OF MAIZE, KANSAS

AND

**K.E. MILLER ENGINEERING, P.A.
117 E. LEWIS ST.
WICHITA, KANSAS 67202**

MAIZE INDUSTRIAL ADDITION

This Contract, made this ____ day of _____, 2014, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and K.E. MILLER ENGINEERING, P.A., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

The construction of a sanitary sewer collection system to and water distribution system to serve Lots 1-3, Maize Industrial Addition, Maize, Sedgwick County, Kansas.

All of the aforesaid being located within or near the corporate limits of the CITY, and hereinafter called the "PROJECT;" and,

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications, estimates of quantities of work and construction phase work for the PROJECT.

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for designing and constructing storm sewers, sanitary sewers, water distribution systems, and paving, in MAIZE INDUSTRIAL ADDITION, Maize, Kansas, and to perform the PROJECT as outlined in the Scope of Services set forth in Attachment "A" hereto and incorporated by reference herein as though fully set forth herein.

II. IN ADDITION, THE CONSULTANT AGREES:

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

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

C. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Contract.

D. To comply with all federal, state and local laws, ordinances and regulations applicable to the work.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the CITY.

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

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

H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT.

I. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this Contract. CONSULTANT further agrees, covenants and represents that all designs, drawings, specifications, plans and other work or material furnished by CONSULTANT, its agents, employees and subcontractors under this Contract, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage

to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

L. (1) 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; (2) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (3) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (4) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (5) that a failure to comply with the reporting requirements of (3) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY; (6) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY. Parties to this Contract understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Contract or whose contracts with the CITY cumulatively total \$5,000.00 or less during the fiscal year.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City’s Office at no cost to the CONSULTANT.

B. To procure all permanent and construction easements, if any, required to complete the PROJECT.

C. To pay the CONSULTANT for its services in accordance with the requirements of this Contract.

D. To provide the right of entry for CONSULTANT’s personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this Contract requires to be performed. The CITY agrees to provide the CONSULTANT the name of the person designated as Project Manager concurrent with notice to proceed.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT in a timely fashion. The CITY does not become liable or obligated in any way by such examination.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the Phase I engineering services required by this Contract shall be paid in a onetime lump sum fee amount upon completion of the Phase I services as specified below:

Water Distribution System - Three Thousand Eight Hundred Dollars (\$3,800.00), Lump Sum.
Sanitary Sewer - Five Thousand Eight Hundred Dollars (\$5,800.00), Lump Sum
TOTAL - Nine Thousand Six Hundred Dollars (\$9,600.00), Lump Sum.

B. Payment to the CONSULTANT for the Phase II construction services required by this Contract shall be billed hourly, in a not-to-exceed amount as specified below. The hourly rates for K.E. MILLER ENGINEERING officers and employees who will provide Phase II services are set forth in Attachment B hereto.

Water Distribution System - Three Thousand Eight Hundred Dollars (\$3,800.00).
Sanitary Sewer - Five Thousand Eight Hundred Dollars (\$5,800.00).
TOTAL - Nine Thousand Six Hundred Dollars (\$9,600.00).

C. Monthly Invoices: During the progress of Phase II work CONSULTANT may submit monthly request(s) for payment of services rendered during the preceding month subject to the following: Monthly billings shall be supported by documentation acceptable to the CITY engineer, which shall include an itemized detailed description of work performed, the name of the person performing the work, the time spent by the person performing the work and the date the work was performed. Billings shall be in increments of not less than one-sixth (1/6) hour of an hour. The not-to-exceed amounts specified above for Phase II services include expenses. Reimbursement of expenses incurred in providing Phase II services maybe billed monthly. Request for reimbursement shall include receipts for expenses when applicable. Expenses for mileage shall not exceed the per mile amount allowed by the CITY for its employees, a description of the trip, i.e., to and from plus actual mileage traveled per trip shall be included in the request for reimbursement and the name of the person who was the driver of the vehicle shall be listed. Detailed information acceptable to the CITY engineer shall be included for any other expense that reimbursement is being sought.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The right is reserved to the CITY to terminate this Contract at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Contract, but in no case shall payment be more than the CONSULTANT's actual costs plus overhead unless the PROJECT is abandoned by the CITY or indefinitely postponed by the CITY then in addition to actual costs plus overhead the CONSULTANT shall be paid actual cost plus overhead, plus 10% profit. The CITY will not be deemed to have abandoned or postponed the project if such is the results of a request from the developer of the MAIZE INDUSTRIAL Addition project that the PROJECT be

abandoned or postponed. For purposes of this Section V, A. overhead shall be calculated at a factor of 1.465 of actual costs.

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

C. That 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.

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

E. 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 shall 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.

F. The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

G. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

H. This Agreement shall be subject to and governed by the laws of the State of Kansas. A lawsuit filed by either party concerning this Agreement shall be in a court located in Sedgwick, County, Kansas.

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

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Contract as of the date first written above.

ATTESTED TO:

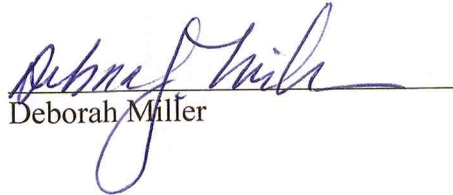
CITY OF MAIZE, KANSAS

Jocelyn Reid, City Clerk

By: _____
Clair Donnelly, Mayor

ATTESTED TO:

K.E. MILLER ENGINEERING, P.A.


Deborah Miller

By: 
Kirk E. Miller

Title: President

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City. Engineering plans shall be prepared in ink on standard 22" x 36" sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the city Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's approved standard specifications. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2") CD-ROM, or other media acceptable to the city Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with the drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
8. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the sanitary sewer improvements by 30 days from notice to proceed.
 - b. Plan Development for the water distribution system improvements by 30 days from notice to proceed.

B. PHASE II – CONSTRUCTION

1. Staking and Construction Engineering as per the City of Maize Standard Construction Engineering Practices.
2. As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds, and reserve areas, shall be within +/-0.2' of the plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.



2015 FEE SCHEDULE

Principal Engineer	\$150.00/hr
Project Engineer	\$90.00/hr
Design Engineer	\$70.00/hr
Drafting Technician	\$60.00/hr
Surveyor (office)	\$75.00/hr
Survey Crew (2-person)	\$135.00/hr
Inspector	\$60.00/hr
Mileage	\$ 0.50 per mile for projects outside of Wichita

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, December 15, 2014**

AGENDA ITEM #9C

ITEM: Employee Compensation

BACKGROUND:

Mayor Clair Donnelly instructed this item be placed on the agenda for Council consideration. The Mayor's comments are as follows:

The City is concluding another record year in terms of growth and development. Housing starts and new business opening are at a record high. The new industrial park is under construction with its first new manufacturing plant and a second one to begin shortly. Both are scheduled for completion in the summer of next year. Financially the City is in excellent condition with a record carryover for 2015. The Maize Road funding schedule has been established with the planned results of not increasing taxes. Prior, proper planning and leadership has made the City of Maize the leader as the city of progress and development in the State.

Our employees are the key for this success. They continue to provide quality service in light of ever increasing demands. They have become a cohesive team providing the foundation for the growth we are all witnessing.

I request the Council provide a year-end compensation pay check for all employees. My recommendation is a one-time check for employees paid before December 31, 2014. The amount will be \$500 for Department heads and full-time executive staff. All other employees, full and part-time, will receive \$300. The City Administrator will receive \$700.

Thank you for your consideration.

FINANCIAL CONSIDERATIONS:

The cost for the above recommended employee compensation pay is \$14,000

The money would be taken from the existing salary account.

During the year some employee positions have been open and others under-filled.

This provides sufficient budgeted unpaid salaries money that is available to cover the costs.

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

Council discretion

Monthly Council Report

November 2014



Department Highlights

- All departmental operations are functioning normally.
- The department is holding oral interview boards for full-time police officer. This position will be filled after January 1st, 2015. Nine candidates will be interviewed.
- Police Administration is preparing to close out 2014 and gathering statistics to complete year end reports.
- The department received KDOT grant in the amount of \$200.00 to cover 2015 overtime expenses for special traffic enforcement.

Patrol Mileage:

309 - 86,900

607 - 114,534

111 - 40,385

512 - 56,517

812 - 38,784

214 - 20,142

314 - 5,325

414 - 4,203

Monthly repairs:

None

Budget status: 83.38 / 100% (91.6) projected

Major purchases: None

Current Staff Levels.

7 Full-time

3 Part-time

3 Reserve

2 Reserve -Vacant

2 Part-time - Vacant

Monthly Activities

November Police Reports - 832

November calls for service - 352

Community Policing:

Officer Rhodes assisted in delivering Thanksgiving dinners to 14 families in Maize. A total of 81 people were served this year.

PUBLIC WORKS REPORT 12-9-2014

Regular Maintenance

- Graded all streets several times this past month. We even had enough snow that we did some plowing along most of the major roads in town.
- Still reading the water meters electronically which is great. We can read about 1250 of them in about 3 hours and not even get out of the truck.
- We continue to check the water, lift stations and locate utilities every day. We did dig one grave yesterday for a service today and then we will close it this afternoon.

Special Projects

- We have cut brush and tree limbs along Maize Road by the fence going south of 45th, cleaning up the area along the bicycle path. We also cut trees and brush along 45th east of Maize Road on the south side of the road.
- Had a major water leak at the corner of Irma and Trotter. A water shutoff valve had separated and began leaking and finally came to the surface in the street. We have got it repaired temporarily and are waiting on parts to permanently repair it before the street can be repaved.
- Had a list of things the park Board wanted us to take care of. Some of those things include removing the broken digger toy which we did. They wanted us to change the sand box to have it hold sand on all four sides which we did. Wanted us to replace two older BBQ grills. Wanted us to reattach some of the braces under the overhang which we did. Did some brush removal around the Community Building and trees around the building. I still need to finish repairing the chain link fence and try to clean the graffiti on the south side of the building. I also gave Jolene the information about replacing the digger toy and BBQ grills after the first of the year because of budget constraints at this time.
- We are still waiting on Graber to work on the ditch at 45th and Maize Road going east. Also waiting on Andale to get started reconstructing the streets in Belle park. Evans is working on the pad site for the Reiloy building. Am waiting on J&J Contactors to make the repairs to the guardrail at the bridge by Carlsons on Tyler Road where it was hit and damaged by a vehicle.

Ron Smothers
Public Works Director

Water and Wastewater Report
November 12, 2014 – December 9, 2014

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).

November 12 – Found the check valve on the chlorine feed line at the north well was plugged. It was replaced.

December 2 – Helped the crew repair a water main leak at Trotter and Irma. A fusion weld of the 6” HDPE pipe had broken across the bottom.

Wastewater Operation

November 14 – Began accepting pond water from Abengoa at the plant.

November 17 – Met with Abengoa to discuss their disposal problems.

November 20 – Attended a screening equipment demonstration at Wichita’s WWTP 3.

December 2 – Met with Worthington Industries concerning the wording of their industrial wastewater discharge permit.

Routine maintenance continues as scheduled.

Matt Meeks
Water and Wastewater Operator

City Engineer's Report
12/15/14

New Home Permits

Eighty-six (86) new single-family and two (2) triplex permits have been issued in 2014; eleven (11) in The Woods at Watercress, four (4) in Watercress II, seven (7) in Fiddler's Cove, twenty (20) in Watercress Village, eight (8) in Emerald Springs, fifteen (17) in Eagles Nest, fifteen (18) in Hampton Lakes and two (2) in Carriage Crossing.

Eagles Nest

The storm sewer is now completely installed. Road construction has commenced with installation of base, curb and gutter. Asphalt paving will follow when the weather is warmer. Sidewalks should be poured this week.

Industrial Park

Construction has started.

PLANNING ADMINISTRATOR'S REPORT

DATE: December 15, 2014

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular December Council Meeting

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

1. Conditional Use for sand extraction operation at 8001 W 53rd Street North – The Planning Commission reviewed and approved a request for a 19.8-acre expansion of the existing sand extraction operation at this location. No protest petitions were filed and the action of the Planning Commission is now final.
2. Commercial development at the northeast corner of 37th & Maize – the corner lot is under contract for a commercial development and staff has been working with the developer in anticipation of a January closing date to insure that all development issues, such as access and signage, are understood.
3. Possible replat for Wyn-Wood Addition – also related to item #2, the developer of this commercial subdivision at the northeast corner of 37th and Maize and I have been meeting to determine if design changes may be made to this property to make it more marketable for future commercial development.
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
December 15, 2014**

Year to date status (Through 11/30/14):

General Fund –			
	Budget	YTD	
Rev.	\$2,577,446	\$ 2,633,930	102.19%
Exp.	\$3,030,450	\$ 2,304,754	76.05%
Streets –			
Rev.	\$280,040	\$ 277,727	99.17%
Exp.	\$268,000	\$ 256,097	95.56%
Wastewater Fund-			
Rev.	\$790,750	\$ 772,333	97.67%
Exp.	\$707,000	\$ 644,112	91.10%
Water Fund-			
Rev.	\$749,600	\$ 744,146	99.27%
Exp.	\$749,600	\$ 663,852	88.56%

Health & Dental Benefits

Per Council's request, here are the 2014 numbers (through 11/30/2014) 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:	\$ 161,734.08	\$ 40,437.45	\$202,171.53
Dental:	14,293.39	3,574.87	17,868.26
Life:	<u>6,393.02</u>	<u>0</u>	<u>6,393.02</u>
	\$ 182,420.49	\$ 44,012.32	\$226,432.81

Administrative Employees:

As of 11/30/2014, we had the following number of administrative employees:

- Part-Time: 6 (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, Customer Service Clerk, Court Clerk, Police Clerk)

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 11/30/2014)

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

Equipment Reserve 2014 (As of 11/30/2014)

<u>Detail</u>	<u>Reason</u>	<u>November Revenue</u>	<u>November Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/14					\$ 96,949.54
Interest	From Bank Accounts	15.92		100.00	161.65
Transfers	From General Fund	12,500.00		150,000.00	137,500.00
Total Revenues		\$ 12,515.92		\$ 150,100.00	\$ 137,661.65
Total Resources					\$ 234,611.19
Trucks/Heavy Equipment			\$ -	\$ 75,000.00	\$ 28,000.99
Computers			-	45,000.00	42,417.35
Police Department Expenses			460.84	75,000.00	76,084.00
Total Expenditures			\$ 460.84	\$ 195,000.00	\$ 146,502.34
Cash Balance - 11/30/2014					\$ 88,108.85

CAPITAL PROJECTS

**Temporary Note Resolution
Series A 2013**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 11/30/14	Total Expenditures	Resolution Authorization Less Expenditures
Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 66,990.79	\$ -	\$ 66,990.79	\$ 50,009.21
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 61,791.69	\$ -	\$ 61,791.69	\$ 2,208.31
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 291,241.61	\$ -	\$ 291,241.61	\$ 36,758.39
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 143,453.22	\$ -	\$ 143,453.22	\$ 82,546.78
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,906.30	\$ -	\$ 71,906.30	\$ 20,093.70
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,761.95	\$ -	\$ 54,761.95	\$ 1,238.05
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 148,043.38	\$ 39.78	\$ 148,083.16	\$ 19,916.84
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	\$ 8,331.76	\$ 119.34	\$ 8,451.10	\$ 203,548.90
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 48,360.32		\$ 48,360.32	\$ 8,639.68
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 141,943.27		\$ 141,943.27	\$ 22,056.73

Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 61,640.82		\$ 61,640.82	\$ 8,359.18
Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 161,281.73		\$ 161,281.73	\$ 87,718.27
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,722.47	\$ -	\$ 40,722.47	\$ 16,277.53
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 93,803.50	\$ -	\$ 93,803.50	\$ 9,196.50
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,869.13	\$ -	\$ 53,869.13	\$ 10,130.87
Central Street Project	05	549-13	\$ 400,000.00	\$ 390,010.89		\$ 390,010.89	\$ 9,989.11
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ 173,618.26	\$ 8,039.18	\$ 181,657.44	\$ 9,342.56
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ 214,666.32	\$ 180,110.48	\$ 394,776.80	\$ 49,223.20
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ 208,082.65	\$ 5,937.93	\$ 214,020.58	\$ 7,979.42
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ 95,198.15	\$ 7,427.48	\$ 102,625.63	\$ 61,374.37
Totals for Series A 2013			\$ 3,530,958.21	\$ 201,674.19	\$ 3,732,632.40	\$ 716,607.60	

Temporary Note Resolution Series B 2011

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 11/30/14	Total Expenditures	Resolution Authorization Less Expenditures
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Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 131,750.00		\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 86,050.52		\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 246,497.53		\$ 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	\$ 62,750.00		\$ 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	\$ 800,000.00		\$ 800,000.00	\$ -	Included in 2014 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	Included in 2014 Series A GO Bonds
Totals for Series B 2011 Notes			\$ 1,990,000.00	\$ 1,927,048.05	\$ -	\$ 1,927,048.05	\$ 62,951.95	

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 11/30/14	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
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Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,888,458.29	\$34,987.02	\$1,923,445.31	\$315,439.50	\$50,407.19	Included in 2014 Series A GO Bonds
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Temp Notes Series 2013B

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 11/30/14	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ 69,275.18	\$ 821.05	\$ 70,096.23	\$ 27,903.77
Watercress Village 3rd Paving	05	546-13	\$ 339,000.00	\$ 121,863.17	\$ 175,013.82	\$ 296,876.99	\$ 42,123.01
Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00	\$ 78,304.28	\$ 684.56	\$ 78,988.84	\$ 50,011.16
Hampton Lakes 2nd Phase 2 Water	05	543-13	\$ 40,000.00	\$ 38,814.97	\$ 109.13	\$ 38,924.10	\$ 1,075.90
Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ 83,205.26	\$ 5,794.34	\$ 88,999.60	\$ 0.40
Hampton Lakes 2nd Phase 2 Sewer	05	537-13	\$ 35,000.00	\$ 33,063.33	\$ 239.35	\$ 33,302.68	\$ 1,697.32
North Maize Road Paving	05	540-13	\$ 345,000.00	\$ 325,449.11	\$ 285.57	\$ 325,734.68	\$ 19,265.32
Lakelane Paving	05	541-13	\$ 100,000.00	\$ 89,335.01	\$ -	\$ 89,335.01	\$ 10,664.99
Totals			\$ 1,175,000.00	\$ 839,310.31	\$ 182,947.82	\$ 1,022,258.13	\$ 152,741.87

Projects w/o Temp Notes

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 11/30/14	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	556-14	\$ 104,000.00	\$ 9,127.68	\$ 83,758.67	\$ 92,886.35	\$ 11,113.65
Eagles Nest Phase 2A Paving	05	555-14	\$ 515,000.00	\$ 841.08	\$ 27,980.07	\$ 28,821.15	\$ 486,178.85
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ 14,600.49	\$ 138,313.86	\$ 152,914.35	\$ 87,085.65
Totals			\$ 859,000.00	\$ 24,569.25	\$ 250,052.60	\$ 274,621.85	\$ 584,378.15

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

<u>\$8,185,774.86</u>	<u>\$669,661.63</u>	<u>\$8,605,383.89</u>	<u>\$1,247,740.92</u>	<u>\$50,407.19</u>
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CIP 2014 (As of 11/30/2014)

<u>Detail</u>	<u>Reason</u>	<u>November Revenue</u>	<u>November Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/14					\$ 418,717.74
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax			250.00	47.02
Interest	From Bank Accounts	182.42		500.00	1,851.65
Reimbursements	Sale of Skate Park Equipment				-
Transfers	From General Fund	12,499.99		175,000.00	160,416.63
Total Revenues		<u>12,682.41</u>		<u>175,750.00</u>	<u>162,315.30</u>
Total Resources					<u>581,033.04</u>
Street Improvements				-	150,000.00
Park Improvements	From Dugan Park Funds			-	164,000.00
Central Street				-	150,000.00
Other Capital Costs				-	100,000.00
Total Expenditures				<u>-</u>	<u>-</u>
Cash Balance - 11/30/14					<u>\$ 367,797.66</u>

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 11/30/2014

	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	\$502.13	\$366.16	\$135.97	\$7,486.94	\$5,991.17	\$1,495.77	Flat - based on number of lines
Internet	1,036.67	933.00	103.67	\$7,621.50	6,859.34	762.16	Flat - \$103.67/month
Gas	419.18	230.97	188.21	\$5,405.47	2,978.41	2,427.06	44.90%
Electric	2,250.85	1,240.22	1,010.63	\$23,963.39	13,203.83	10,759.56	44.90%
Janitor	1,730.55	953.53	777.02	\$20,133.19	11,093.39	9,039.80	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	51.75	28.51	23.24	\$569.25	313.66	255.59	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	\$9,596.00	0.00	4,308.60	44.90%
Pest Control	275.00	255.00	20.00	\$3,025.00	2,805.00	220.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,266.13	\$4,007.39	\$2,258.74	\$77,800.74	\$43,244.80	\$29,268.55	

Shared Costs for City Hall
 Updated 12/10/2014



CITY OPERATIONS REPORT

DATE: December 10, 2014
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Allmond
RE: December Report

1) Brief Overview for 2014:

A. *Employees:*

It has been another banner year for Maize Employees. During the year, the employees maintained a very stable workforce with ever increasing work productivity. Everyone has focused on their responsibilities and responded accordingly. It's great to be a part of the team.

B. *2014 Budget:*

- This year's budget will close out in good shape
- All areas are within budget projections
- Cash carry over will be at a record level
- All of the City temp-notes are in the process of being bonded and assigned to specials assessments
- Maize Road funding was completed as planned without increasing taxes or any reduction in operations
- The current city debt level is within the parameters of State requirements and well within proper budget practices
- Estimates for the 2015 budget appear the same if not better than this year

C. *Operations:*

- All areas of the city are functioning effectively.
- Equipment and facilities have been maintained to desirable standards
- The 2014 street maintenance plan has been completed.
- Improvements in technology have been accomplished
- Planning and research for a new city yards maintenance facility is underway
- The new skate park is operational

- Funding plan for a new splash park is being developed
- Police operations are effective and state training standards have been met
- A new capital improvement program is being developed by the Park Board

D. Growth and Development

It has been another outstanding year for development. Some examples include:

- 86 new single family housing starts (ties 2013 record year at this writing)
- 2 Senior Housing Triplexes
- Optometric Billing Solutions
 - a. 60+ employees
- Expansion of Sim's Insurance offices
- MOXI Junction
- Opening of the Maize Industrial Park Complex
 - a. Industrial Park Plan study completed in December 2013
- Reiloy-Westland Manufacturing under construction.
 - a. Opening in 2015
- 60+ employees
- Aero-Tech Manufacturing negotiations completed
 - a. Opening in 2015
 - b. 60+ employees
- Plans underway for three additional commercial outlets in 2015

E. Summation

Maize continues to move forward in an efficient and positive manner. All areas of the city's operations have been enhanced during 2014. Maize continues to provide a progressive example of growth and development. This is due to a Council that projects a visionary mindset combined with proper planning and assertive action. This strategy, coupled with a professional management and operational team, provides optimism and confidence of things to come.

3) Utilities

- Rates for water, sewer, tap fees and equity fees will be increasing January 1, 2015 as approved by Council August 18, 2014. Staff is working with Incode to initiate these changes. Notifications have been included in the utility bills, Highlights and the city website.

4) Other

- City Hall will be closed December 25th and 26th for the Christmas holiday.
- Maize Employee's Christmas Dinner – December 12th @ 6pm
- The Park & Tree Board is developing a CIP request for the 2016 Budget Process

5) City Meetings

- January 8th - Planning @ 7pm
- January 13th - Park/Tree @ 5:30 pm
- January 19th - Council @ 7pm
- February 2nd - Workshop @ 6pm