

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, March 20, 2016**  
**PLACE: MAIZE CITY HALL**  
**10100 W. GRADY AVENUE**

**AGENDA**

**MAYOR CLAIR DONNELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
  - a) Approval of Minutes –City Council Regular Meeting of February 20, 2017.
  - b) Receive and file minutes from the Park and Tree Board Minutes of February 14, 2017.
  - c) Cash Disbursements from February 1, 2017 thru February 28, 2017 in the amount of \$914,093.61 (Check #64025 thru #64166).
- 7) Old Business

None
- 8) New Business
  - A. Municipal Court Ordinance Change
  - B. MKEC Engineering Contract (Hampton Lakes 3<sup>rd</sup> Addition)
  - C. Fireworks Ordinance

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

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

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, February 20, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **February 20, 2017** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Karen Fitzmier, Donna Clasen, Kevin Reid** and **Pat Stivers**. **Alex McCreath** was absent.

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, **Tom Powell**, City Attorney and **Jolene Graham**, Executive Assistant.

**APPROVAL OF AGENDA:**

The Agenda was submitted for approval.

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

**PUBLIC COMMENTS:**

**Josh Ramsey**, 6121 N. 119<sup>th</sup> St. W, addressed the Council regarding permits for fireworks stands in the City limits. He wanted to be able to operate a stand on Maize Road and asked the Council to consider increasing the number of stands allowed on Maize Road.

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including:

- a) Approval of minutes – Regular Council Meeting of January 16, 2017 and the Special Meeting of February 1, 2017.
- b) Receive and file the Planning Commission meeting of December 1, 2016.
- c) Receive and file the Park Board minutes of January 10, 2017.
- d) Cash Disbursements from January 1, 2017 through January 31, 2017 in the amount of \$768,358.58 (Check #63709 through #64024).

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

**MASTER PARK PLAN:**

The 2017 Master Park Plan was submitted for Council approval.

**MOTION:** **Stivers** moved to approve the 2017 Master Park Plan  
**Fitzmier** seconded. Motion declared carried.

**PUBLIC HEARING-PROPOSED TAX INCENTIVES FOR KYODO YUSHI MANUFACTURING AMERICAS, LLC:**

**Mayor Donnelly** opened the hearing at 7:12 pm. Hearing no comments, he closed the public hearing and reconvened the Council meeting.

**KYODO YUSHI MANUFACTURING AMERICAS, LLC ECONOMIC INCENTIVES:**

A resolution of intent and an ordinance approving a tax abatement for Kyodo Yushi Manufacturing Americas, LLC (KYMA) were submitted for Council approval.

**MOTION:** **Clasen** moved to adopt the KYMA resolution making the required findings and pass the ordinance approving a 76.50% ad valorem tax abatement and authorizing the execution and delivery of the KYMA Economic Development Incentive Agreement.  
**Fitzmier** seconded. Motion declared carried.

**City Clerk assigned Ordinance #930 and Resolution #590-17.**

**VACATION OF STREET RIGHT-OF-WAY AT 6055 N MAIZE ROAD:**

An order to vacate a contingent street right-of-way in the Rancho del Oso Libertad Addition was submitted for Council approval.

**MOTION:** *Stivers* moved to approve and authorize the Mayor to sign the vacation order for the contingent right-of-way and authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.  
*Reid* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:**

Jocelyn Reid, City Clerk



**MINUTES – REGULAR MEETING  
MAIZE PARK AND TREE BOARD  
Tuesday, February 14<sup>th</sup>, 2017**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, February 14<sup>th</sup>, 2017 with *Chair Jennifer Herington* presiding. Board members present were *Vice-Chair Dennis Wardell, Hugh Nicks, Nancy Scarpelli, Patrick Atchison* and *Joshua Belcher*. *Secretary Marina Fulton* was absent.

Also present was: *Richard LaMunyon*, City Administrator, *Ron Smothers*, Public Works Director, *Ross Jensby*, Public Works and *Jolene Graham*, Recording Secretary.

**APPROVAL OF AGENDA:**

The Agenda was submitted for Board approval.

**MOTION:** *Nicks* moved to approve the agenda.  
*Wardell* seconded. Motion declared carried.

**APPROVAL OF THE JANUARY 10<sup>TH</sup>, 2017 MINUTES:**

The Park and Tree Board Meeting Minutes of January 10<sup>th</sup>, 2017 were submitted for approval.

**MOTION:** *Wardell* moved to approve the minutes.  
*Atchison* seconded. Motion declared carried.

**2017 GARDEN TOUR**

*Scarpelli, Nicks, and Belcher* reported on the viability of holding a 2017 Garden Tour to fulfill the Master Park Plan Goal Fundraising and Citizen Engagement. Nine property owners and three community groups have expressed interest in participating at this point. Logistical details were discussed and marketing materials were submitted for consideration of the Board.

**MOTION:** *Atchison* moved for a Garden Tour to be held Saturday June 10-11, 2017.  
*Wardell* seconded. Motion declared carried.

**ARBOR DAY 2017**

Arbor Day 2017 is April 28<sup>th</sup>. The Board discussed a number of options. Consensus was to continue the discussion at the March's meeting. No motion was made.

**DISC GOLF COURSE**

The Board discussed the viability of installing a disc golf course. No motion was made.

**ADJOURNMENT:**

With no further business before the Board:

**MOTION:** *Scarpelli* motioned to adjourn.  
*Nicks* seconded. Motion declared carried.

Meeting adjourned at 6:28pm

Approved by the Park and Tree Board on March 14 2017.

  
\_\_\_\_\_  
Park and Tree Board Member

  
\_\_\_\_\_  
Recording Secretary

**CITY OF MAIZE**  
**Bank Reconciliation Report**  
**For February 2017**

**Fund Balances**

FUND	NAME	BEGIN		END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD
01	General Fund	\$ 968,108.75	\$ 138,602.99	\$ 281,283.88	\$ 825,427.86
02	Street Fund	167,425.80	12,524.17	21,202.39	\$ 158,747.58
04	Capital Improvements Fund	79,932.39	38,797.21	35,451.11	83,278.49
05	Long-Term Projects	(257,232.10)	63,180.00	401,320.30	(595,372.40)
10	Equipment Reserve Fund	64,627.55	11,707.16	17,070.26	59,264.45
11	Police Training Fund	3,983.34	520.00	720.00	3,783.34
12	Municipal Court Fund	29,619.10	3,290.62	2,193.30	30,716.42
16	Bond & Interest Fund	863,658.09	55,323.33	155,732.78	763,248.64
19	Wastewater Reserve Fund	170,998.26	6,900.30	-	177,898.56
20	Wastewater Treatment Fund	718,023.88	74,193.19	62,751.91	729,465.16
21	Water Fund	534,801.01	73,160.33	59,278.31	548,683.03
22	Water Reserve Fund	174,148.81	3,000.00	-	177,148.81
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57
38	Cafeteria Plan	1,108.60	1,180.90	1,384.22	905.28
76	Bond Refundings	-	-	-	-
80	2016 Water Refunding	-	-	-	-
98	Maize Cemetery	152,085.39	1,530.23	269.46	153,346.16
<b>Totals All Fund</b>		<b>\$ 4,089,493.53</b>	<b>\$ 483,910.43</b>	<b>\$ 1,038,657.92</b>	<b>\$ 3,534,746.04</b>

**Bank Accounts and Adjustments**

Halstead Checking Account	\$ 378,863.92	\$ 710,069.22	\$ 708,397.76	\$ 380,535.38
Outstanding Items				\$ (308,129.11)
Halstead Bank Money Market Account	3,810,502.27	1,444.34	502,953.00	3,308,993.61
Maize Cemetery CD 85071	91,534.91	-	-	91,534.91
Maize Cemetery Operations	60,576.44	1,530.23	295.42	61,811.25
<b>Totals All Banks</b>	<b>\$ 4,341,477.54</b>	<b>\$ 713,043.79</b>	<b>\$ 1,211,646.18</b>	<b>\$ 3,534,746.04</b>

**CITY OF MAIZE**  
**Cash and Budget Position**  
**Thru February 28, 2017**

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	\$ 968,108.75	\$ 138,602.99	\$ 281,283.88	\$ 825,427.86	\$ 3,375,058.00	\$ 1,271,689.61	\$ 673,547.02	\$ 2,701,510.98	80.04%
02	Street Fund	167,425.80	12,524.17	21,202.39	158,747.58	308,050.00	57,468.93	52,466.66	255,583.34	82.97%
04	Capital Improvements Fund	79,932.39	38,797.21	35,451.11	83,278.49	650,000.00	77,542.82	82,513.74	567,486.26	87.31%
05	Long-Term Projects	(257,232.10)	63,180.00	401,320.30	(595,372.40)	-	63,180.00	590,025.70		
10	Equipment Reserve	64,627.55	11,707.16	17,070.26	59,264.45	136,000.00	23,409.72	60,484.56	75,515.44	55.53%
11	Police Training Fund	3,983.34	520.00	720.00	3,783.34	2,000.00	956.50	720.00	1,280.00	64.00%
12	Municipal Court Fund	29,619.10	3,290.62	2,193.30	30,716.42	-	5,796.91	2,493.30		
16	Bond & Interest Fund	863,658.09	55,323.33	155,732.78	763,248.64	2,425,096.00	856,406.88	211,305.07	2,213,790.93	91.29%
19	Wastewater Reserve Fund	170,998.26	6,900.30	-	177,898.56	-	9,900.30	-		
20	Wastewater Treatment Fund	718,023.88	74,193.19	62,751.91	729,465.16	768,863.00	140,591.14	132,692.89	636,170.11	82.74%
21	Water Fund	534,801.01	73,160.33	59,278.31	548,683.03	779,925.00	146,757.86	131,625.73	648,299.27	83.12%
22	Water Reserve Fund	174,148.81	3,000.00	-	177,148.81	-	6,000.00	-	-	
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-		
38	Cafeteria Plan	1,108.60	1,180.90	1,384.22	905.28	-	4,133.15	2,297.33		
98	Maize Cemetery	152,085.39	1,530.23	269.46	153,346.16	150,948.00	7,153.16	1,163.71	149,784.29	99.23%
<b>Report Totals</b>		<b>\$ 4,089,493.53</b>	<b>\$ 483,910.43</b>	<b>\$ 1,038,657.92</b>	<b>\$ 3,534,746.04</b>	<b>\$ 8,595,940.00</b>	<b>\$ 2,670,986.98</b>	<b>\$ 1,941,335.71</b>	<b>\$ 7,249,420.62</b>	<b>84.34%</b>



**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 20, 2017**

**AGENDA ITEM #8A**

**ITEM:       Municipal Court Ordinance**

**BACKGROUND:**

The City of Maize is one of the fastest growing cities in the State of Kansas. As a result of this growth additional demands continue to be placed on the police department and Municipal Court services. Additional police cases result in expanded and prolonged court dockets, plus any required follow up that might be ordered by the court.

Currently three full-court-room dockets and one walk-in-docket are conducted monthly.

To accommodate the increase court demands, the one "walk-in-docket" will be changed to a full-court-docket. Thus allowing four full-court-room dockets per month.

The amending ordinance also revises the current ordinance as to the Court's location, meeting days and time.

A summary is listed below:

1. The Court location is Maize City Hall at 10100 W Grady Avenue, Maize, KS;  
and
2. Court will be held on the first four Wednesdays of the month at 4pm.

**FINANCIAL CONSIDERATIONS:**

Additional direct cost is \$600 per month to pay the Municipal Court Judge

**LEGAL CONSIDERATIONS:**

City Attorney approves the ordinance as to form.

**RECOMMENDATION/ACTION:**

Approve the ordinance and authorize the Mayor to sign.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 9-103 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO ESTABLISHING THE TIME, DATE AND PLACE FOR HOLDING REGULAR CITY OF MAIZE, KANSAS, MUNICIPAL COURT SESSIONS, AND REPEALING THE EXISTING SECTION 9-103 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 9-103 Amended.** Section 9-103 of the Code of the City of Maize, Kansas is amended to read as follows:

9-103. TIME AND PLACE OF SESSIONS. Municipal court shall be held in the Maize City Hall, located at 10100 West Grady Avenue, Maize, Kansas, on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Wednesdays of each month starting at 4:00 p.m. In the event that a regularly scheduled municipal court session falls on a legal holiday, the municipal court judge shall have the authority to re-schedule the session to another appropriate time.

**SECTION 2. Repeal.** The existing Section 9-103 of the Code of the City of Maize, Kansas, is hereby repealed.

**SECTION 3. Effective Date.** This ordinance shall take effect and be in force from and after its publication in the official City paper.

PASSED by the City Council and APPROVED by the Mayor on this 20<sup>th</sup> day of March, 2017.

(SEAL)

\_\_\_\_\_  
Clair Donnelly, Mayor

ATTEST:

\_\_\_\_\_  
Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, March 20, 2017**

**AGENDA ITEM # 8B**

**ITEM:       MKEC Engineering Contract – Hampton Lakes 3<sup>rd</sup> Addition**

**BACKGROUND:**

At the October 17, 2016 meeting the City Council approved Resolution #588-16 authorizing sewer improvements for a benefit district located in the city limits.

Council also approved Ordinance #926 creating a sewer basin benefit district that currently includes properties in-the-city and two out-of-city tracts which will also benefit from the improvements.

For your information the map of benefit district map is included.

The developer is now ready to proceed with the improvements.  
A MKEC contract for engineering services is presented to Council for approval.

**FINANCIAL CONSIDERATIONS:**

Cost is \$9,720 for design services and \$9,720 for construction administration.

**LEGAL CONSIDERATIONS:**

City Attorney has reviewed the contract as to form.

**RECOMMENDATION/ACTION:**

Approve the MKEC contract in amounts not to exceed \$9,720 for design and \$9,720 for construction administration and authorize the Mayor to sign.



**CONTRACT FOR ENGINEERING SERVICES**

**BETWEEN**

**THE CITY OF MAIZE, KANSAS**

**AND**

**MKEC ENGINEERING, INC.  
411 NORTH WEBB ROAD  
WICHITA, KANSAS 67206**

**HAMPTON LAKES THIRD ADDITION &  
DEED TRACTS 4 & 5, MAIZE, SEDGWICK COUNTY, KANSAS**

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and MKEC ENGINEERING, INC., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

Sanitary Sewer improvements to serve the following property: Lot 3, Block 1, Hampton Lakes Third Addition; and Deed Tract 4 and Deed Tract 5 (see Exhibit A), Maize, Sedgwick County, Kansas. MKEC Engineering, Inc., Project No. 16068.

All of the aforesaid being located within 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 sanitary sewer improvements in Hampton Lakes Third Addition and benefitting Deed Tracts as described above, 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 Attachment "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:

Sanitary Sewer	\$9,720.00
TOTAL	\$9,720.00

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 MKEC officers and employees who will provide Phase II services are set forth in Attachment B hereto.

Sanitary Sewer	\$9,720.00
TOTAL	\$9,720.00

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. 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. 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:

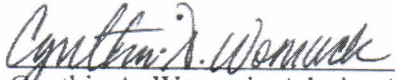
CITY OF MAIZE, KANSAS

\_\_\_\_\_  
Jocelyn Reid, City Clerk

By: \_\_\_\_\_  
Clair Donnelly, Mayor

ATTESTED TO:

MKEC ENGINEERING, INC.

  
\_\_\_\_\_  
Cynthia A. Womack, Admin. Asst.

By:   
\_\_\_\_\_  
Gregory J. Allison, P.E.

Title: Vice 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 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. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. 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.

6. 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 storm sewer improvements by 120 days from notice to proceed.
  - b. Plan Development for the sanitary sewer improvements by 120 days from notice to proceed.
  - c. Plan Development for the water distribution system improvements by 120 days from notice to proceed.
  - d. Plan Development for the paving improvements by 120 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 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.





MKEC Engineering, Inc.  
2017 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Billing Rate per Hour</u>
Principal/Project Manager.....	150.00
Senior Engineer.....	139.00
Engineer Level I.....	110.00
Engineer Level II/Senior Technician.....	100.00
Secretary.....	55.00
Survey Team/2 Man.....	155.00
Survey/GPS.....	155.00
Survey/Leica.....	344.00
PLS.....	100.00
Inspector.....	100.00
Technician I.....	88.00
Technician II.....	68.00

**EXPENSES:**

Xerox Copies.....	Current Market Rate
Plot Prints.....	0.95 per S.F.
Color / Mylar Plot Prints.....	2.10 per S.F.
Mileage.....	IRS Allowed Rate
Project Expenses.....	Cost + 10%
Sub consultants.....	Cost + 10%

**DESCRIPTION OF DEED TRACT 2**

Lot 1 in the Northeast Quarter (NE/4) of Section Thirty (30), Township Twenty-Six (26), Range One (1), West; except:

That part of Government Lot 1, in Sec. 30, Twp. 26-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as beginning at the N.E. Corner of said Government Lot 1; thence west, along the northline of said Government Lot 1, 1043.55 feet; thence south, parallel with the east line of said Government Lot 1, 208.71 feet; thence east, parallel with the north line of said Government Lot 1, 1043.55 feet to the east line of said Government Lot 1; thence north along the east line of said Government Lot 1, 208.71 feet to the place of beginning, subject to road easement on the east 40 feet thereof.

Said tract contains 920,648 SQ FT

**DESCRIPTION OF DEED TRACT 3**

Lot 2 in the Northeast Quarter (NE/4) of Section Thirty (3)' Township Twenty-Six (26), Range One (1), West.

Together with:

The North 30 acres of the South Half of the Northeast Quarter (S/2 NE/4) of said Section Thirty (30), Township Twenty-Six (26) South, Range One (1) West of the 6<sup>th</sup> P.M.; Except:

A tract described as beginning at a point on the east line of the NE ¼ of Sec. 30, Twp. 26-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said point being 959.61 feet north of the S.E. Corner of said NE ¼; thence west, at right angles, 238.71 feet; thence south, at right angles, 208.71 feet; thence west at right angles, 191.29 feet; thence north, at right angles, 191.29 feet; thence north, at right angles, 640 feet; thence east, at right angles, 430 feet to the east line of said NE ¼; thence south, along the east line of said NE ¼, 431.29 feet to the point of beginning; and Except:

A tract described as beginning at a point on the East line of the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said point being 1390.90 feet North of the Southeast corner of said Northeast Quarter; thence West at right angles, 430 feet; thence North at right angles 100 feet; thence East at right angles, 430 feet to the East line of said Northeast Quarter; thence South along the East line of said Northeast Quarter, 100 feet to the point of beginning: except the East 40 feet thereof for road purposes.

Said tract contains 2,345,922 SQ FT

**DESCRIPTION OF DEED TRACT 4**

The North 105.00 feet of the East 202.00 feet of the following described tract:

Beginning at a point on the East line of the Northeast Quarter of Section 30, Township 26, South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said point being 1490.90 feet North of the Southeast corner of said Northeast Quarter; thence South 00°25'42" East (assumed basis of bearings) along the East line of said Northeast Quarter 155.00 feet; thence South 89°34'18" West perpendicular to said East line for 430.00 feet; thence North 00°25'42" West parallel with the East line of said Northeast Quarter 155.00 feet; thence North 89°34'18" East perpendicular to said East line 430.00 feet, to the point of beginning.

Together with:

A tract described as beginning at a point on the East line of the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said point being 1490.90 feet North of the Southeast corner of said Northeast Quarter; thence South 00°25'42" East (assumed basis of bearings) along the East line of said Northeast Quarter 155.00 feet; thence South 89°34'18" West perpendicular to said East line for 430.00 feet; thence North 00°25'42" West parallel with the East line of said Northeast Quarter 155.00 feet; thence

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EXHIBIT A

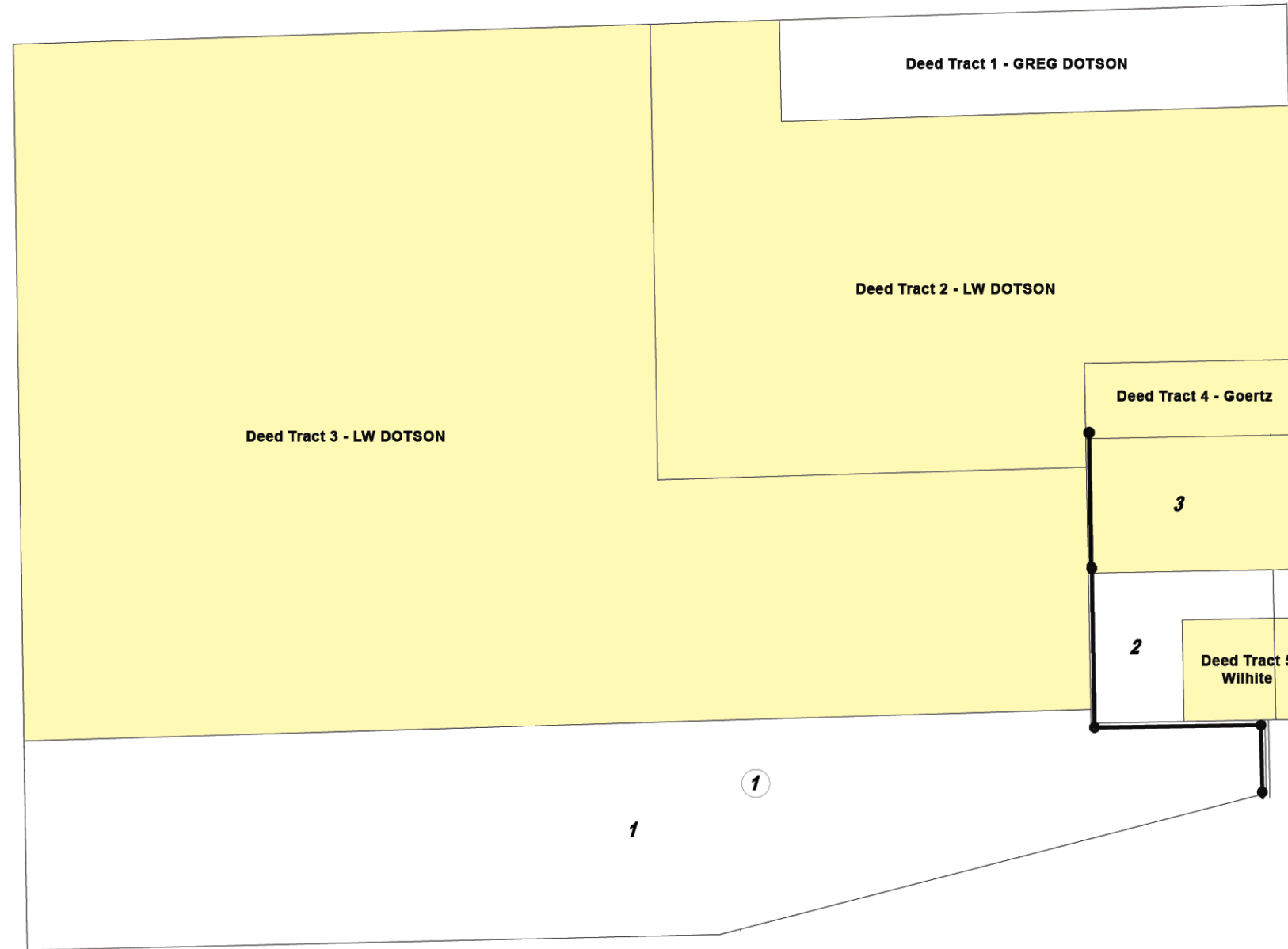
North 89°34'18" East perpendicular to said East line 430.00 feet, to the point of beginning, EXCEPT the North 105.00 feet of the East 202.00 feet thereof.

Said tract contains 58,900 SQ FT

**DESCRIPTION OF DEED TRACT 5**

A tract of land located in the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as beginning 750.9 feet North of the Southeast corner of the Northeast Quarter, thence West 238.7 feet, thence North 208.7 feet, thence East 238.7 feet to a point on the East line of said Northeast Quarter, thence South 208.7 feet to the point of beginning.

Said tract contains 39,391 SQ FT



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**HAMPTON LAKES THIRD ADDITION  
 SANITARY SEWER BY RESOLUTION**

PROJECT NO. <b>16068</b>	DATE: <b>9/2016</b>	SHEET NO.
DRAWN BY:	DESIGNED BY:	APPROVED BY:
		24 of 40



PETITIONS OVERVIEW EXHIBIT

# HAMPTON LAKES THIRD ADDITION

MAIZE, KANSAS

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PETITIONS OVERVIEW EXHIBIT

PROJECT NO.	1601010068	
DATE	MAY 2016	
SCALE	AS NOTED	
DESIGNED	DRAWN	CHECKED
JGD	JGD	SLF

NO.	REVISION	DATE
1	Revised areas	10/12/16

SHEET NO. 25 of 401 OF 1

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, March 20, 2017**

**AGENDA ITEM #8C**

**ITEM:        Fireworks Permit Ordinance**

**BACKGROUND:**

The current fireworks ordinance was adopted October 17, 2011.

It allows for three grandfathered locations on Maize Road (Lions Club, Ark Church and the Methodist Church) and three additional locations off of Maize Road but no closer than ¼ mile from Maize Road.

All locations shall be no closer than ¼ mile apart.

If there are more than three applications for the non-Maize Road locations a lottery is to be held to determine which entities are approved.

Every year, staff receives requests for an additional Maize Road permit.

Josh Ramsey, with Cranmer Grass Farm, addressed the Council at the February 20, 2017 meeting about this subject and has submitted an application for a location at 3500 N. Maize Road (he also submitted a contingent application for 6121 N. 119<sup>th</sup> St. West).

We have received seven permit applications this year.

In addition staff has received additional phone inquires from Rocky Helm, MHS baseball coach regarding a permit.

Council instructed this item be brought back for Council discussion.

**FINANCIAL CONSIDERATIONS:**

A fireworks stand permit is \$4,000. The City has sold six permits per year since the ordinance went into effect in 2011.

**LEGAL CONSIDERATIONS:**

None at this time

**RECOMMENDATION:**

Council Discussion and Discretion

**ORDINANCE NO. 839**

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTION 7-201(d) OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO PERMITS TO SELL FIREWORKS AND REPEALING THE EXISTING SECTION 7-201(d) OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

BE IT ORDAINED BY THE GOVERNING BODY OF CITY OF MAIZE, KANSAS:

**Section 1. Section 7-201(d) amended.** Section 7-201(d) of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

(d) PERMITS FOR SALE OF FIREWORKS REQUIRED; FEE; ISSUANCE.

(1) It is unlawful for a person to sell, display for sale, offer to sell or give away Consumer Fireworks within the City limits, without first securing a permit to do so from the City Clerk of the City. A permit shall authorize a holder of a permit to sell and display Consumer Fireworks from June 27 to July 5 of the year the permit is issued.

(2) Applications for a permit shall be submitted by a not-for-profit organization from the City. Only one permit per organization will be allowed. Applications for a permit shall be submitted on forms prepared by the City.

(3) The permit fee for a permit to sell and display Consumer Fireworks shall be Four Thousand Dollars per premises and shall be paid to the City at the time an application is submitted. The permit fee is non-refundable regardless of whether an application is denied based upon failure to qualify for a permit or whether the permit is withdrawn or canceled after it has been issued.

(4) A permit will not be issued if the selling of Consumer Fireworks would not be in compliance with pertinent City Codes, State statutes, and State regulations and a permit shall not be issued for a location unless and until the location has been inspected and approved for compliance with Sedgwick County resolutions and regulations by a Sedgwick County inspector. The number of permits issued for any given year shall not exceed six (6).

(5) Applications for permits to sell Consumer Fireworks shall not be submitted to the City before the first City business day of February of each year.

(6) Holders of permits in 2008 shall receive a preference for a permit each year. In the event a holder of a permit in 2008 chooses not to apply for a permit prior to the last City business day of March of the then current year, their permit will be sold to another applicant and they forfeit any future preferential claims.

(7) Applicants that did not hold a permit in 2008 shall make application for a permit by no later than the first City business day following March 14 of each year.

(8) A lottery to be conducted by the City Administrator of the City shall be held at 2:00 p.m. at City Hall on the first City business day following March 15 of each year if the non-2008 applications exceed the number of permits that are available to be issued.

(9) The permits issued each year to the 2008 permit holders shall be for a Maize Road location and each permitted location shall maintain a minimum distance of 1320 feet from other permitted holders.. Other permitted locations shall

not be located on Maize Road and shall maintain a minimum of 1320 feet from any other permit holder.

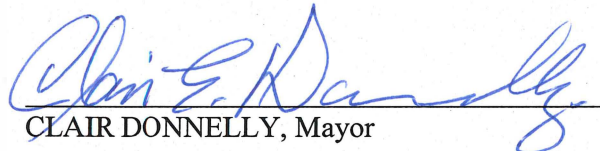
(10) If a 2008 permit holder chooses not to apply for a fireworks permit or chooses not to locate on Maize Road, then a permit for the vacated Maize Road location shall be granted to a new applicant on a lottery basis. The lottery pool shall consist of all non-2008 applicants who want a location on Maize Road and who hold a then year fireworks permits as a result of the lottery held pursuant to Section (d)(8) also.

(11) A permit holder under this Section 201(d) shall procure and maintain a policy of general liability insurance covering the selling and displaying of Consumer Fireworks under the permit in an amount of not less than one million dollars (\$1,000,000.00) per occurrence. Such insurance shall be with an insurance company authorized to do business in the state of Kansas. An applicant for a permit shall, prior to the issuance of a permit, file with the City Clerk of the City a certificate of insurance evidencing the insurance coverage specified herein. The City shall be named as an additional insured under such insurance coverage and the certificate of insurance shall show the City as an additional insured. Certificates of insurance shall provide that the City shall be given thirty (30) days written notice of any cancellation or material change in the coverage of such insurance. (Ord. 815)

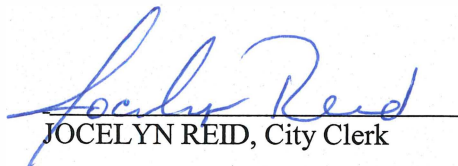
**Section 2. Repeal.** The existing Section 7-201(d) of the Code of the City of Maize, Kansas is hereby repealed.

**Section 3. Effective Date.** This ordinance shall become effective upon its publication in the official City newspaper.

ADOPTED by the Governing Body, and APPROVED by the Mayor on this 17<sup>th</sup> day of October, 2011.

  
CLAIR DONNELLY, Mayor

ATTEST:

  
JOCELYN REID, City Clerk





# March 2017



## Monthly Council Report

### Department Highlights

- Overall Department activities are functioning normal.
- James Wiggins has been hired to fill the full time vacancy. Officer Wiggins is a 9 year veteran who spent the first part of his career working for the Mulvane police department as a patrol officer. Officer Wiggins is certified as a drug recognition expert and as a Critical incident Team Member. Officer Wiggins will be assigned to day shift.
- Police Administration is working on overhauling our department policy and procedure manual. This process is very labor intensive and includes much research in current law enforcement trends and practices and legal aspects of police procedures and management. We anticipate having our final draft prepared for legal review by June of this year.

**Budget status: 10/100%**

**Major purchases:  
None**

#### Current Staff Levels.

11 Full-time  
2 Part-time  
2 Reserve  
2 Reserve -Vacant

#### Monthly Activities

February Police Reports - N/A  
February calls for service - 502

#### Community Policing:

## PUBLIC WORKS REPORT 3-14-2017

### Regular Work

- Graded 61<sup>st</sup> and north Tyler Road. Pick up and burn brush.
- We do locates, check the water and lift stations daily.
- Have read water meters and installed about 10 new meters this past month.

### Special Projects

- MKEC has sent the WWTP plans to KDHE so we can expect to have the engineered plans sometime in the next month. Then it will be sent out for bids.
- Lots of equipment maintenance on the mowers, sweeper, back-hoes, tractors to get them ready for the spring season of mowing which is coming soon.
- The 45<sup>th</sup> Street sidewalk project is complete. We have graded and raked the backfill material and installed Curlex material to keep the steeper portions from washing. We seeded and fertilized all of the sidewalk. When we get some rain it should start to green up. Sidewalk really looks good.
- Working on plans to prepare the back five acres of the Cemetery for use and landscaping. Have been working with Graber to finish grading. Then we will begin to lay things out and to prepare for seeding. Installed a sprinkler system at the front of the Cemetery to water the trees, grasses and shrubs that were planted there last year.
- Ordered the wrought iron fence to be installed around the new restrooms and playgrounds at the park. We will install them as the weather allows.
- Pulled the pump at the South Detention Pond. It had quit working. Pump was ok but some type of animal had chewed the wires enough to stop the pump from working. Also cleaned out the concrete flume that is through the middle of the pond.
- Had several employees attend different classes in order to help them become better informed about street and drainage issues we all face as Public Works Employees. Nick Vestering, Daniel Huntington and Gene Mashaney attended an "**Asphalt Road and Street Maintenance course.**" Robert Jensby, Dustin Vestering, and Brian Yates attended **Culverts and Drainage Class**. Then Robert Jensby and Nick Vestering attended **Management Class** put on by Skillpath Seminars.

Ron Smothers

Public Works Director

## **City Engineer's Report**

**3/20/2017**

### **Maize Middle School**

The exterior and interior work continues on the "Cafetorium." Completion expected in the near future. New locker room facilities are being built on the south side and classrooms on the west side.

### **Maize High School**

The detention pond for the Career and Technology Education Center at Maize High School has been built. Concrete footings are being installed for the building itself.

### **Heartland Credit Union**

Interior and exterior work is rapidly being completed with opening expected late this month or early next month.

### **Watercress Villas**

Precast concrete fence has been installed. In the near future, the fence will be painted (weather permitting). On-site improvements include the detention pond being built and subgrades of parking and driveways are being installed.

### **Restrooms**

Awaiting final inspections.



"Where Community Counts"

**City Clerk Report  
REGULAR COUNCIL MEETING  
March 20, 2017**

Year to date status (Through 2/28/17):

**General Fund –**

	Budget	YTD	
Rev.	\$3,251,293	\$1,271,690	39.11%
Exp.	\$3,375,058	\$ 673,547	19.96%

**Streets –**

Rev.	\$302,350	\$ 57,469	19.01%
Exp.	\$308,050	\$ 52,467	17.03%

**Wastewater Fund-**

Rev.	\$784,000	\$ 140,591	17.93%
Exp.	\$768,863	\$ 132,693	17.26%

**Water Fund-**

Rev.	\$779,925	\$ 146,758	18.82%
Exp.	\$779,925	\$ 131,626	16.88%

**Health & Dental Benefits**

Per Council's request, here are the 2017 numbers (through 2/28/2017) 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:	\$ 55,822.08	\$ 13,958.16	\$ 69,780.24
Dental:	3,629.92	908.00	4,537.92
Life:	<u>1,553.82</u>	<u>0</u>	<u>1,553.82</u>
	\$ 61,005.82	\$ 14,866.16	\$ 75,871.98

**2016 Audit**

Randy Ford is finishing up the 2016. He will present the audit at the April 10, 2017 Council meeting.

**45<sup>th</sup> Street Multi-Use Path**

Construction is complete! I will include the final costs in the April report.

**CAPITAL PROJECTS**

Projects w/o  
Temp Notes

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/16 thru 2/28/17	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 13,593.65	\$ 69,994.86	\$ 83,588.51	\$ 39,411.49
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 24,757.63	\$ 145,580.84	\$ 170,338.47	\$ 251,661.53
<b>Totals</b>			<b>\$ 545,000.00</b>	<b>\$ 38,351.28</b>	<b>\$ 215,575.70</b>	<b>\$ 253,926.98</b>	<b>\$ 291,073.02</b>

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 2/28/17	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 10,155.91	\$ 374,450.00	\$ 384,605.91	\$ 5,715,394.09

**Grand Total** \$48,507.19 \$590,025.70 \$638,532.89 \$6,006,467.11

**CIP 2016 (As of 2/28/2017)**

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 88,378.56
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	1.09
Interest	From Bank Accounts	463.88		2,000.00	875.07
Maize Rec	Splash Park Contribution	-			-
Transfers	From General Fund	38,333.33		460,000.00	76,666.66
Total Revenues		<u>38,333.33</u>		<u>462,000.00</u>	<u>77,542.82</u>
<b>Total Resources</b>					<b><u><u>165,921.38</u></u></b>
Street Improvements			27,486.33	350,000.00	27,486.33
Sidewalk/Bike Paths			560.81	595.58	595.58
Park Improvements			7,403.97	200,000.00	54,431.83
Other Capital Costs			-	-	-
Total Expenditures			<u>-</u>	<u>550,595.58</u>	<u>82,513.74</u>
Cash Balance - 2/28/17					<b><u><u>\$ 83,407.64</u></u></b>

CITY OF MAIZE/REC COMMISSION  
 SHARED COSTS FOR CITY HALL COMPLEX  
 THRU 2/28/2017

	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	\$514.43	\$378.46	\$135.97	\$1,029.62	\$757.68	\$271.94	Flat - based on number of lines
Internet	1,057.67	951.90	105.77	2,115.34	1,903.80	211.54	Flat - \$105.77/month
Gas	719.22	396.29	322.93	1,650.38	909.36	741.02	44.90%
Electric	1,706.76	940.42	766.34	3,447.70	1,899.68	1,548.02	44.90%
Janitor	1,831.88	1,009.37	822.51	3,576.86	1,970.85	1,606.01	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	72.60	40.00	32.60	145.20	80.01	65.19	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	10,031.60	5,527.41	4,504.19	44.90%
Pest Control	300.00	275.00	25.00	600.00	550.00	50.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
<b>Total</b>	<b>\$6,202.56</b>	<b>\$3,991.44</b>	<b>\$2,211.12</b>	<b>\$22,596.70</b>	<b>\$13,598.79</b>	<b>\$8,997.91</b>	

Shared Costs for City Hall  
 Updated 3/14/2017

**Equipment Reserve 2016 (As of 2/28/2017)**

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 96,339.29
Interest	From Bank Accounts	40.49		300.00	76.38
Transfers	From General Fund	11,666.67		140,000.00	23,333.34
Total Revenues		\$ 11,707.16		\$ 140,300.00	\$ 23,409.72
<b>Total Resources</b>					<b>\$ 119,749.01</b>
Trucks/Heavy Equipment			\$ -	\$ 41,000.00	\$ 35,434.30
Computers			-	45,000.00	7,980.00
Police Department Expenses			17,070.26	50,000.00	17,070.26
Total Expenditures			\$ 17,070.26	\$ 136,000.00	\$ 60,484.56
Cash Balance - 2/28/2017					<b>\$ 59,264.45</b>



CITY OF MAIZE/USD #266  
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS  
 THRU 2/28/2017

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 8,259.90	\$ 2,064.98	\$ 6,194.93	\$ 16,236.02	\$ 4,059.01	\$ 12,177.02
FICA/Medicare Taxes	594.00	148.50	445.50	1,166.28	291.57	874.71
KPERS (Employer)	698.80	174.70	524.10	1,413.29	353.32	1,059.97
Health/Life/Other Employer Paid Benefits	1,980.76	495.19	1,485.57	1,980.76	495.19	1,485.57
<b>Total Shared Costs</b>	<b>\$ 11,533.46</b>	<b>\$ 2,883.37</b>	<b>\$ 8,650.10</b>	<b>\$ 20,796.35</b>	<b>\$ 5,199.09</b>	<b>\$ 15,597.26</b>

Other Items	COST	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Office Chair-MHS SRO	\$ 649.09	\$ -	\$ 649.09	\$ 649.09	\$ -	\$ 649.09
<b>Totals</b>	<b>\$ 12,182.55</b>	<b>\$ 2,883.37</b>	<b>\$ 9,299.19</b>	<b>\$ 21,445.44</b>	<b>\$ 5,199.09</b>	<b>\$ 16,246.35</b>



## CITY OPERATIONS REPORT

**DATE:** March 15, 2017

**TO:** Maize City Council

**FROM:** Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham

**RE:** March Report

### 1) Future Council Items

- Arbor Day Proclamation
- City Audit
- Comprehensive Plan update
- Industrial Park Drainage & Roadway Project
- Multi-path (sidewalk) Master plan
- Utility Expansion cost policy
- Hydro-International Agreement (Wastewater plant)
- Sedgwick County Agreement
  - *Domestic water well & Sanitary Sewer Inspection/Enforcement*
  - *Meeting to be scheduled*

### 2) **Kyodo Yoshi Manufacturing Americas LLC (KYMA)**

At this writing the purchase agreement between KYMA & the Maize Industrial Park owners has not been signed. Meetings with all parties, including Maize staff, have been conducted and we are informed the signed agreement should be forthcoming. A part of the discussions concerned the required roadway construction by the City to the new facility. A memo dated March 14<sup>th</sup>, outlining the City's intent regarding this was provided. The memo is attached for your information.

### 3) **April Council Meetings**

The regular April Council meeting is scheduled for April 10<sup>th</sup> at 7pm here at City Hall. On April 17<sup>th</sup> at 7pm the joint City/BOE meeting will be held at the Maize Middle School, 45<sup>th</sup> & Maize Rd. After the meeting a tour of the school facility is scheduled

### 4) **State of Kansas House Bills**

There are two bills that we are watching with regards to the tax lid. The first, HB 2376, would require a petition in lieu of an election if the Council would like to raise taxes higher than the

designated percentage allowed yearly. The second, SB 167, would repeal the current tax lid. We will continue to keep you posted as changes or needs arise.

### 5) **Potential Park Land Consideration**

The purchase of additional property for future park use and development has been under discussion for some time. City staff and members of the Park & Tree board continue to search for suitable and practicable land that will serve the citizen of Maize for decades to come.

One such potential pieces of property that has been discussed in the past may now be available for consideration. This is the McClure property located to the north of the city yards facility on Maize Road. It is composed of 35.4 acres with an 18.85 acre pond on the property.

After discussion with some of the property owners the idea of allowing the city to buy and develop it into a city park with unique amenities is appealing to them. The property would certainly be unique to the City of Maize and has a great potential for distinctive park features.

With the Council consensus, staff will move forward to research and explore this opportunity. Cost, financing, including grants and other options, will be considered to determine if it is possible for council consideration. Also, staff will work with the owners to determine their flexibility in terms of cost and timeline.

### 6) **Miscellaneous Items**

- Fencing for City Park
  - ✓ *Anticipate delivery this week*
- Wastewater Plant Expansion
  - ✓ *On Schedule*
- 45th Street multipurpose walkway
  - ✓ *Ribbon Cutting to be scheduled*
- City Hall Directional Signs
  - ✓ *Lobby signs are in place*
  - ✓ *Outside directional signs to be installed*

### 6) **Economic Development**

- Eight new single family housing permits
- Two Tri-plex permits
- Watercress Apartments
  - *On schedule*
  - *Roadway being constructed*
- Heartland Credit Union
  - *Opening early April*

### 7) **City Meetings**

- |   |                        |   |                   |          |
|---|------------------------|---|-------------------|----------|
| • | March 20 <sup>th</sup> | - | Council           | @ 7pm    |
| • | April 6 <sup>th</sup>  | - | Planning          | @ 7pm    |
| • | April 11 <sup>th</sup> | - | Park & Tree       | @ 5:30pm |
| • | April 10 <sup>th</sup> | - | Council           | @ 7pm    |
| • | April 17 <sup>th</sup> | - | Joint Council/BOE | @ 7pm    |



**TO:** Kyodo Yushi Manufacturing Americas LLC (*Partners*)  
**FROM:** Richard LaMunyon, City Administrator  
**DATE:** March 14, 2017  
**RE:** Maize Industrial Park

During the February 20, 2017 meeting Maize City Council indicated its support and commitment to the Kyodo Yushi Manufacturing Americas LLC (KYMA) project by approving a tax abatement plan in the amount of 76.5% for up to ten years. Since this meeting, the City Council has received weekly updates and information regarding the progress of the purchase agreement.

In addition the Mayor and members of the Governing Body are aware of the requirement for utilities, drainage and a roadway to accommodate the new KYMA manufacturing plant. City staff is to provide a proposal to them for consideration and approval regarding these infrastructure needs. Staff has outlined to all parties the process for accomplishing this.

Based on the proposed Maize Industrial Park 2nd Addition plat, discussions with Dave Larson, the Maize Industrial Park developer and the KYMA partners the City is aware of the infrastructure requirements requested and is prepared to move forward in completing them in a timely manner. City staff will begin the Council approval process for the Industrial Park improvements at the time the purchase agreement is agreed to and signed by KYMA Partners and the Maize Industrial Park developer.

As indicated in previous conversations and writings, the City is committed to providing the infrastructure requirements for the KYMA project. City policy and procedure will be adhered to. City Council approval is anticipated as funding and construction contracts are required.

City staff has established a goal of completing the infrastructure in the most timely and efficient manner possible. The objective is to make the best effort to complete infrastructure requirements before the construction of the KYMA manufacturing plant begins.

Once the project is actually approved by all parties, and is underway, a more specific timeline can be established.

Richard LaMunyon  
City Administrator