

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, May 15, 2017
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 April 10, 2017
 - b) Planning Commission Minutes January 12, 2017
 - c) Park & Tree Board minutes March 14, 2017 and April 11, 2017
 - d) Cash Disbursements from March 1, 2017 thru March 31, 2017 in the amount of \$ 440,884.19 (Check #64319 thru # 64480).
- 7) Old Business
 - A. None
- 8) New Business
 - A. Petitions and Resolution of Intent (Maize Industrial Park, 2nd Addition)
 - B. K. E. Miller Engineering Contract
 - C. Petition Election Ordinance
 - D. Braik Brothers LLC Contract

**MAIZE CITY COUNCIL
REGULAR MEETING
AGENDA
May 15, 2017**

9) Reports

- Police
- Public Works
- City Engineer
- Planning & Zoning
- City Clerk
- Legal
- Operations
- Mayor's Report
 - Annual Board Appointments
 - *Recreation Commission*
 - ✓ *Dennis Wardell*
 - *Park & Tree Board*
 - ✓ *Dennis Wardell*
 - ✓ *Marina Fulton*
 - *Planning Commission*
 - ✓ *Brian Aubuchon*
 - ✓ *Jennifer Herrington*
- Council Member's Reports

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, April 10, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **April 10, 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 Alex McCreath**. **Pat Stivers** 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, and **Tom Powell**, City Attorney.

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes – Regular Council Meeting of March 20, 2017.
- b) Cash Disbursements from March 1, 2017 through March 31, 2017 in the amount of \$802,716.27 (Check #6416 through #64318).

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

FIREWORKS ORDINANCE:

An ordinance amending Section 7-201(d) of the City Code allowing an additional fireworks stand on Maize Road was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the ordinance amending Section 7-201(d) of the City of Maize Code to allow an additional fireworks stand on Maize Road.
Reid seconded. Motion declared carried.

City Clerk assigned Ordinance #932.

2016 INDEPENDENT AUDITORS' REPORT:

The independent auditor's report for the year ended December 31, 2016 and the MPBC Summary Financial Information were submitted for receipt and file.

MOTION: **Clasen** moved to receive and file the 2016 Independent Auditors' Report and MPBC Summary Financial Report prepared by Busby, Ford & Reimer, LLC.
McCreath seconded. Motion declared carried.

MAIZE INDUSTRIAL PARK ZONING (CASE #Z-01-017):

An ordinance for a zone change from SF-5 Single Family to LI Limited Industrial for 55 acres in the Industrial Park was submitted for Council approval.

MOTION: **Reid** moved to approve and adopt the ordinance for a zone change within Maize city limits as described in the ordinance. Publication of the ordinance will occur no earlier than April 27, 2017.
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #933.

MAIZE INDUSTRIAL PARK 2ND ADDITION FINAL PLAT:

A final plat for the Maize Industrial Park 2nd Addition was submitted for Council approval.

MOTION: *Clasen* moved to accept the Maize Industrial Park 2nd Addition final plat with accompanying dedications, with plat to be filed with the County Register of Deeds and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

EXECUTIVE SESSION:

Mayor Donnelly requested a 30-minute executive session with the City Attorney to discuss non-elected personnel.

MOTION: *Clasen* moved to enter executive session with the City Attorney from 8:30 pm until 9:00 pm to discuss non-elected personnel.
Reid seconded.

Council entered executive session at 8:30 pm and reconvened the regular meeting at 9:00 pm. No action was taken.

MOTION: *Clasen* moved to re-enter executive session for 30 minutes to discuss non-elected personnel.
Reid seconded.

Council re-entered executive session at 9:00 pm and reconvened the regular meeting at 9:30 pm. No action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, JANUARY 12, 2017**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, January 12, 2017, for a Regular Meeting with *Bryan Aubuchon*, presiding. The following Planning Commission members were present: *Mike Burks, Bryant Wilks, Andy Sciolaro, Bryan Aubuchon* and *Jennifer Herington*. Not present was *Dennis Downes*. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Jesse Page*, Applicant.

APPROVAL OF MINUTES

MOTION: *Wilks* moved to approve the December 1, 2016 minutes as presented
Burks seconded the motion.
Motion carried unanimously.

Sciolaro enters 7:03p.m.

NEW BUSINESS – PLANNING COMMISSION

V-01-016 – VACATION OF 29 FOOT CONTINGENT STREET RIGHT-OF-WAY, ADJACENT TO RANCHO DEL OSO LIBERDAD ADDITION (ON THE EAST SIDE OF MAIZE ROAD, ¼ MILE SOUTH OF 61ST STREET NORTH).

Edgington explained to commissioners that the owner is requesting to vacate a 29 foot street dedication on the northern border of his property. This street dedication was originally created to access the property immediately east of his property when in was platted in 2003. The dedication has prevented the owner from using this portion of the property. When the property to the east develops there will be opportunity for access to 61ST Street.

Page stated that he would like to build in that area but is unable due to the street dedication.

MOTION: *Burks* moved to approve V-01-016 vacation request based on the above staff findings and recommendation for approval.
Wilks seconded the motion
Motion carried unanimously.

REVIEW COMPREHENSIVE PLAN SURVEY

Edgington stated the surveys would be available online and would also be sent with the February water bills. We will allow a three week response time.

WATERCRESS VILLAS WALL

McKinley provided a slideshow and discussed the construction of the wall with commissioners.

ADJOURNMENT:

MOTION: With no further business before the Planning Commission,

Burks moved to adjourn.
Herington seconded the motion
Motion carried unanimously.

Meeting adjourned at 7:55 PM.

Sue Villarreal
Recording Secretary

Bryan Aubuchon
Chairman

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
Tuesday, March 14th, 2017**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, March 14th, 2017 with *Vice-Chair Dennis Wardell* presiding. Board members present were *Secretary Marina Fulton, Hugh Nicks, Nancy Scarpelli,* and *Patrick Atchison.* *Chair Jennifer Herington* and *Joshua Belcher* were 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: *Scarpelli* moved to approve the agenda.
Atchison seconded. Motion declared carried.

APPROVAL OF THE JANUARY 10TH, 2017 MINUTES:

The Park and Tree Board Meeting Minutes of February 14th, 2017 were submitted for approval.

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

RECEIVE AND FILE SIGNED APPROVAL PAGE OF 2017 MASTER PARK PLAN

At their February 20th, 2017 regular meeting, the Council approved the 2017 Master Park Plan. The approval page was signed by Mayor Donnelly and certified by the City Clerk.

MOTION: *Scarpelli* moved to receive and file the signed approval page.
Fulton seconded. Motion declared carried.

2017 GARDEN TOUR

Scarpelli and *Nicks* reported the locations were being finalized and corporate sponsors being contacted. Marketing options were discussed. No motions were made.

ARBOR DAY 2017

The Board discussed a number of options. Consensus was to hold Arbor Day celebrations in Maize on Saturday, April 29th with the request for Mayor Donnelly to issue a proclamation declaring it as such.

MOTION: *Atchinson* moved to hold Arbor Day celebrations on Saturday, April 29th at 2:00pm at the City Arboretum with service activities for local Boy and Girl Scout clubs.
Scarpelli seconded. Motion declared carried.

2018 CAPITAL IMPROVEMENT REQUEST

The Board discussed capital improvement requests for the 2018 budget; particularly considering park land acquisition. No motions were made

ADJOURNMENT:

With no further business before the Board:

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

Meeting adjourned at 6:35pm

Approved by the Park and Tree Board on April 11, 2017.


Park and Tree Board Member


Recording Secretary

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
Tuesday, April 11th, 2017**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, April 11th, 2017 with *Chair Jennifer Herington* presiding. Board members present were *Secretary Marina Fulton, Hugh Nicks, Nancy Scarpelli*, and *Patrick Atchison*. *Vice-Chair Dennis Wardell* and *Joshua Belcher* were absent.

Also present was: *Richard LaMunyon*, City Administrator, *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.
Scarpelli seconded. Motion declared carried.

APPROVAL OF THE MARCH 14TH, 2017 MINUTES:

The Park and Tree Board Meeting Minutes of March 14th, 2017 were submitted for approval.

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

2018 CAPITAL IMPROVEMENT PLAN REQUESTS

As identified in the 2017 Master Park Plan, park land acquisition is a priority for the City. The board members discussed funding options, grant possibilities, and market value of land in the area.

MOTION: *Fulton* moved to request \$150,000 dedicated to park land acquisition during the City's budget process over the next five years. This amount is to be reflected in the Objectives section in the Master Park Plan for years 2018-2022.
Nicks seconded. Motion declared carried.

MONARCH WAYSTATION PLANTING

Scarpelli reported that a local Girl Scout troop is interested in assisting the board with this year's planting and that she would notify board members when a date is set.

MOTION: *Nicks* moved that the board purchase up to \$200 of butterfly friendly plants at the upcoming Native Plant sale at Dyck Arboretum.
Atchison seconded. Motion declared carried.

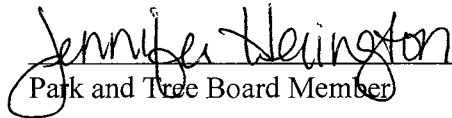
ADJOURNMENT:

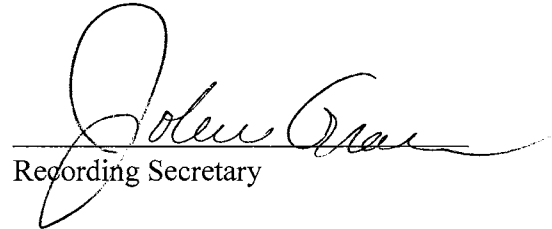
With no further business before the Board:

MOTION: *Fulton* motioned to adjourn.
Atchison seconded. Motion declared carried.

Meeting adjourned at 6:45pm

Approved by the Park and Tree Board on May 9 2017.


Park and Tree Board Member


Recording Secretary

CITY OF MAIZE
Bank Reconciliation Report
For April 2017

Fund Balances

FUND	NAME	BEGIN			END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD	
01	General Fund	\$ 779,621.43	\$ 146,800.32	\$ 336,818.41	\$ 589,603.34	
02	Street Fund	160,750.75	40,055.57	22,492.82	178,313.50	
04	Capital Improvements Fund	(26,589.36)	38,911.88	66,215.68	(53,893.16)	
05	Long-Term Projects	(462,294.68)	79,275.00	12,639.34	(395,659.02)	
10	Equipment Reserve Fund	67,411.91	11,717.17	568.00	78,561.08	
11	Police Training Fund	3,892.90	616.50	-	4,509.40	
12	Municipal Court Fund	31,749.80	2,703.86	1,200.00	33,253.66	
16	Bond & Interest Fund	670,980.75	55,349.94	-	726,330.69	
19	Wastewater Reserve Fund	175,273.73	6,492.11	-	181,765.84	
20	Wastewater Treatment Fund	743,387.00	71,188.32	56,616.13	757,959.19	
21	Water Fund	553,709.53	83,917.06	61,223.04	576,403.55	
22	Water Reserve Fund	173,961.31	3,000.00	-	176,961.31	
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	1,633.13	1,180.90	1,872.62	941.41	
98	Maize Cemetery	141,589.13	1,294.92	888.71	141,995.34	
Totals All Fund		\$ 3,433,281.99	\$ 542,503.55	\$ 560,534.75	\$ 3,415,250.79	

Bank Accounts and Adjustments

Halstead Checking Account	\$ 378,345.53	\$ 633,895.03	\$ 489,246.57	\$ 522,993.99
Outstanding Items				\$ (62,431.34)
Halstead Bank Money Market Account	3,010,844.73	1,848.07	200,000.00	2,812,692.80
Maize Cemetery CD 85071	91,534.91	227.74	-	91,762.65
Maize Cemetery Operations	50,054.22	1,067.18	888.71	50,232.69
Totals All Banks	\$ 3,530,779.39	\$ 637,038.02	\$ 690,135.28	\$ 3,415,250.79

CITY OF MAIZE
Cash and Budget Position
Thru April 30, 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	\$ 779,621.43	\$ 146,800.32	\$ 336,818.41	\$ 589,603.34	\$ 3,375,058.00	\$ 1,603,412.48	\$ 1,241,094.41	\$ 2,133,963.59	63.23%
02	Street Fund	160,750.75	40,055.57	22,492.82	178,313.50	308,050.00	123,113.66	98,545.47	209,504.53	68.01%
04	Capital Improvements Fund	(26,589.36)	38,911.88	66,215.68	(53,893.16)	650,000.00	155,397.75	297,540.32	352,459.68	54.22%
05	Long-Term Projects	(462,294.68)	79,275.00	12,639.34	(395,659.02)	-	459,555.00	786,687.32		
10	Equipment Reserve	67,411.91	11,717.17	568.00	78,561.08	136,000.00	47,896.72	65,674.93	70,325.07	51.71%
11	Police Training Fund	3,892.90	616.50	-	4,509.40	2,000.00	2,213.50	1,250.94	749.06	37.45%
12	Municipal Court Fund	31,749.80	2,703.86	1,200.00	33,253.66	-	10,134.15	4,293.30		
16	Bond & Interest Fund	670,980.75	55,349.94	-	726,330.69	2,425,096.00	988,513.20	380,329.34	2,044,766.66	84.32%
19	Wastewater Reserve Fund	175,273.73	6,492.11	-	181,765.84	-	24,029.34	10,261.76		
20	Wastewater Treatment Fund	743,387.00	71,188.32	56,636.13	757,939.19	768,863.00	286,306.69	249,934.41	518,928.59	67.49%
21	Water Fund	553,709.53	83,917.06	61,223.04	576,403.55	779,925.00	304,926.83	262,074.18	517,850.82	66.40%
22	Water Reserve Fund	173,961.31	3,000.00		176,961.31	-	12,000.00	6,187.50		
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	1,633.13	1,180.90	1,872.62	941.41	-	6,494.95	4,623.00		
98	Maize Cemetery	141,589.13	1,294.92	888.71	141,995.34	150,948.00	9,293.57	14,654.94	136,293.06	90.29%
Report Totals		\$ 3,433,281.99	\$ 542,503.55	\$ 560,554.75	\$ 3,415,230.79	\$ 8,595,940.00	\$ 4,033,287.84	\$ 3,423,151.82	\$ 5,984,841.06	69.62%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, May 15, 2017**

AGENDA ITEM #8A

ITEM: Maize Industrial Park 2nd Addition Petitions and Resolutions of Advisability

BACKGROUND:

The developer for the Maize Industrial Park 2nd Addition has submitted petitions for improvements as follows:

Paving	\$843,800
Water Distribution	\$ 60,200
Sanitary Sewer	<u>\$ 75,800</u>
	\$979,800

See benefit map for visual overview of area.

FINANCIAL CONSIDERATIONS:

The total for these improvements is \$979,800.
There are funds available in the 2017 Project Funding (spreadsheet is attached).

LEGAL CONSIDERATIONS:

Bond Counsel reviewed the petitions and prepared the resolutions of advisability and approves them as to form.

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Maize Industrial Park 2nd Addition in the total amount of \$979,800.

- 2) Adopt the Resolutions of Advisability for the Maize Industrial Park 2nd Addition.

City of Maize

2017 PROJECT FUNDING : Review as of May 2017 (60 PERCENT)

2016 Valuation	47,031,254	2016 Financing Available	2,053,193	(60% of 2015 growth)
2015 Valuation	<u>43,609,265</u>	Financing Leftover	<u>3,967,024</u>	(2013-2016 unused)
Change in Assessed Value 2015-2016	3,421,989			
		Total Financing Available	6,020,217	

PROJECTS RECOMMENDED FOR 2017 FUNDING

	<u>Total Cost/ Petition Amount</u>	<u>Temp. Note/ Bond Amount</u>	<u>Latest Advisability Resolution</u>
Maize Industrial Park 2nd Addn			
Water	60,200	60,200	___-17
Sewer	75,800	75,800	___-17
Paving	843,800	843,800	___-17
Total	979,800	979,800	
Eagles Nest Addition - Phase 2B			
Water	123,000	110,700	___-16
Paving	422,000	379,800	___-16
Total	545,000	490,500	
Total 2017 Projects	<u>1,524,800</u>	<u>1,470,300</u>	
TOTAL DEBT TO BE ISSUED IN 2017		1,470,300	
		Remaining Financing Available	4,549,917

2017

Printed on: 5/9/2017

**Maize Industrial Park 2nd Addition
Paving Cost Estimate**

May-17

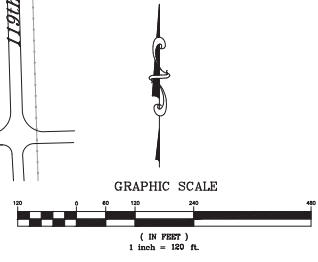
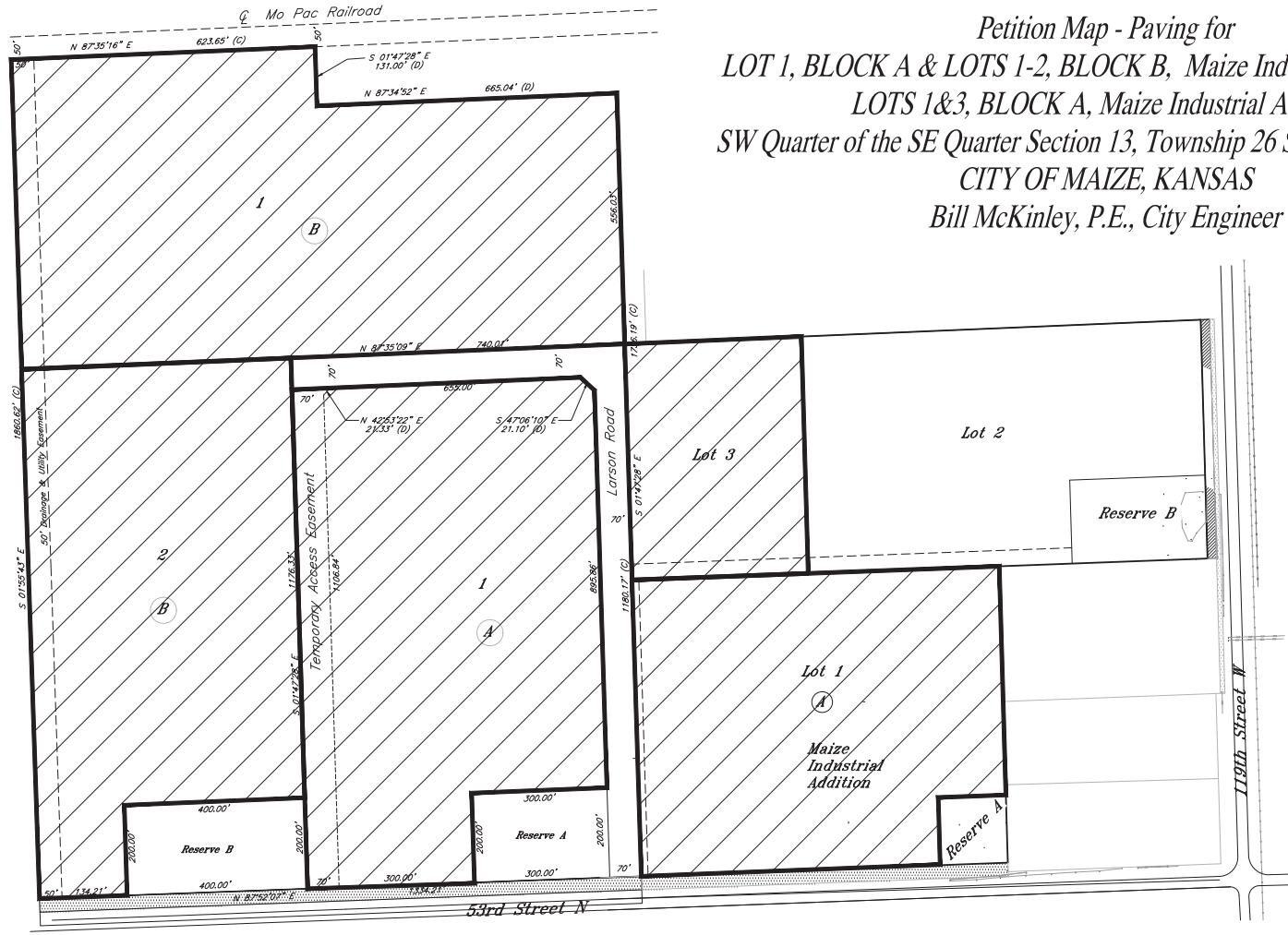
Paving	Quantity	Unit	Unit Price	Cost
9" RC Pavement	8100	sy	\$ 44.00	\$ 356,400.00
Reinforced Crushed Rock Base (8")	8100	sy	\$ 9.00	\$ 72,900.00
AB-3 Shoulder (5")	2250	sy	\$ 6.00	\$ 13,500.00
AB-3 Temp. Drive (5")	2300	sy	\$ 6.00	\$ 13,800.00
Site clearing & restoration	1	LS	#####	\$ 10,000.00
Earthwork	1	LS	#####	\$ 80,000.00
Erosion Control & Seeding	1	LS	#####	\$ 25,000.00
Remove Conc Drive	195	sy	\$ 8.00	\$ 1,560.00
Conc Drive (8")	180	sy	\$ 50.00	\$ 9,000.00
24"RCP	580	LF	\$ 36.00	\$ 20,880.00
24"RCP end section	16	ea	\$ 800.00	\$ 12,800.00
24"CMP	240	LF	\$ 20.00	\$ 4,800.00
24"CMP end section	8	ea	\$ 300.00	\$ 2,400.00
Signage	1	LS	\$ 2,000.00	\$ 2,000.00

Paving Construction Subtotal: \$ 625,040.00

Engineering, Inspection,
Contingency, etc. \$218,764.00

Project Total **\$843,804.00**

Petition Map - Paving for
 LOT 1, BLOCK A & LOTS 1-2, BLOCK B, Maize Industrial 2nd Addition
 LOTS 1&3, BLOCK A, Maize Industrial Addition
 SW Quarter of the SE Quarter Section 13, Township 26 South, Range 2 West
 CITY OF MAIZE, KANSAS
 Bill McKinley, P.E., City Engineer



KEMILLER
 ENGINEERING PA
 117 E. Lewis, Wichita, KS 67202 (316)264-0242

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

MAIZE INDUSTRIAL 2nd ADDITION
Lot 1, Block A and Lots 1 & 2, Block B

MAIZE INDUSTRIAL ADDITION
Lots 1&3, Block A

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

- (a) That there be constructed pavement on Larson Road to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Eight Hundred Forty Three Thousand Eight Hundred Dollars (\$ 843,800), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2017.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis, with Lot 1, Block A paying 17.96% and Lot 3, Block A paying 7.19%, both of the 1st Addition, and Lot 1, Block A, paying 23.97%, Lot 1, Block B, paying 29.03%, and Lot 2, Block B, paying 21.85%, all of the 2nd Addition.

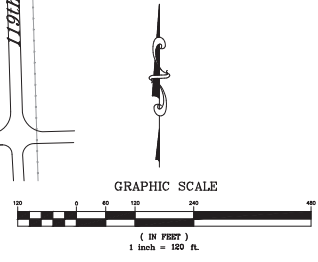
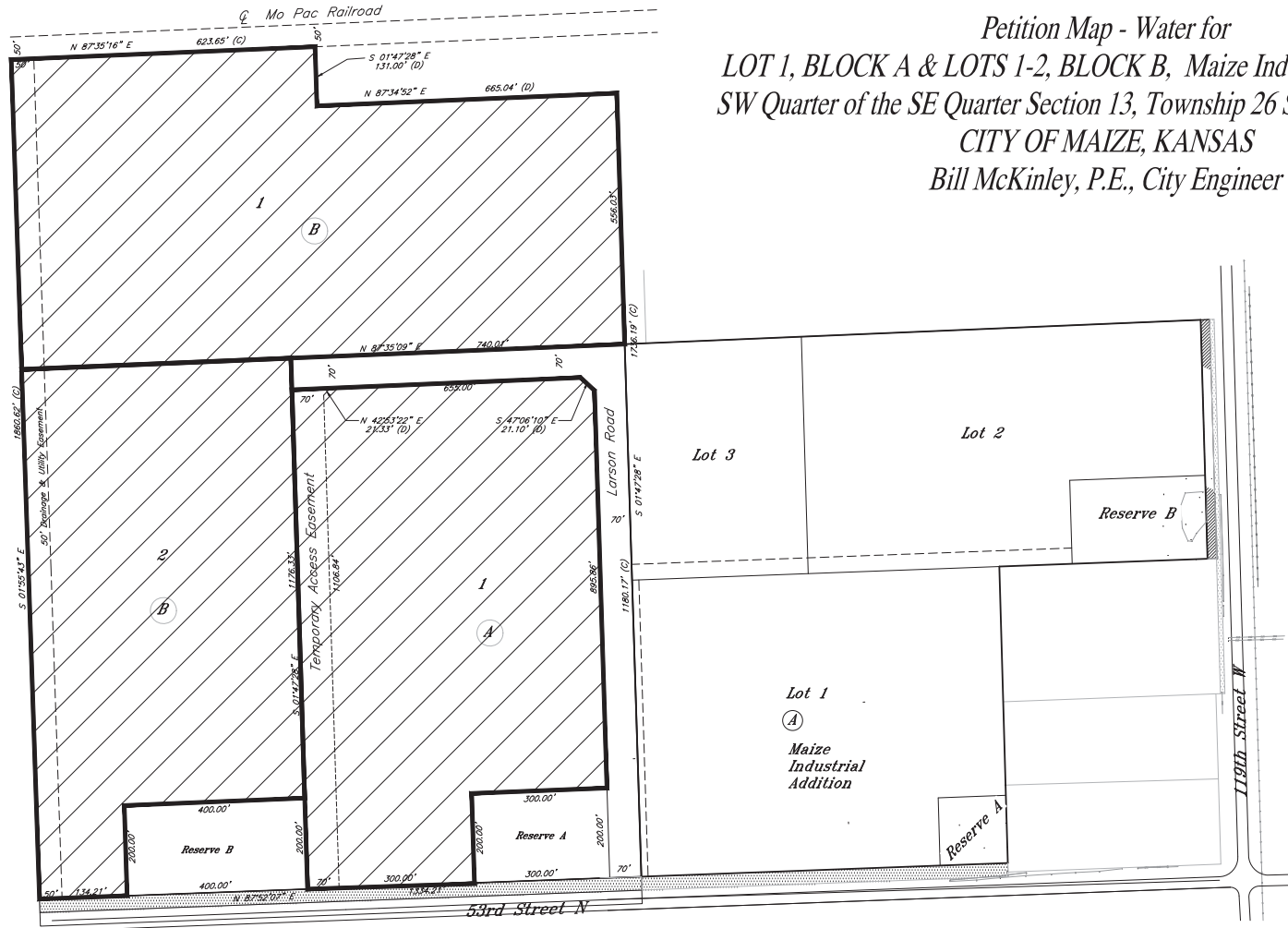
Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lot 1, Block A and Lots 1 & 2, Block B, Maize Industrial 2nd Addition	1735 S. Maize Road, LLC _____ Charles D. Larson, Manager	
Lot 1&3,Block A, Maize Industrial Park	City Of Maize, Kansas _____ Claire Donnelly, Mayor	

Petition Map - Water for
 LOT 1, BLOCK A & LOTS 1-2, BLOCK B, Maize Industrial 2nd Addition
 SW Quarter of the SE Quarter Section 13, Township 26 South, Range 2 West
 CITY OF MAIZE, KANSAS
 Bill McKinley, P.E., City Engineer



KEMILLER
 ENGINEERING PA
 117 E. Lewis, Wichita, KS 67202 (316)264-0242

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

MAIZE INDUSTRIAL 2nd ADDITION
Lot 1, Block A and Lots 1 & 2, Block B

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Sixty Thousand Two Hundred Dollars (\$60,200), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2017.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the

improvement district shall be liable shall be on a square foot basis, with Lot 1, Block A, paying 32.02%, Lot 1, Block B, paying 38.79%, and Lot 2, Block B, paying 29.19%.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

3. This petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lot 1, Block A and Lots 1 & 2, Block B, Maize Industrial 2 nd Addition, an addition to Maize, Sedgwick County, Kansas	1735 S. Maize Road, LLC _____ Charles D. Larson, Manager	

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion* on May 18, 2017)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/MAIZE INDUSTRIAL 2ND ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (collectively, the "Act").

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

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

Paving Larson Road to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$843,800, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lot 1, Block A and Lots 1 & 2, Block B, Maize Industrial 2nd Addition; Lots 1 & 3, Block A, Maize Industrial Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per square foot, with Lot 1, Block A, Maize Industrial Addition paying 17.96%; Lot 3, Block A, Maize Industrial Addition paying 7.19%; Lot 1, Block A, Maize Industrial 2nd Addition paying 23.97%; Lot 1, Block B, Maize Industrial 2nd Addition paying 29.03% and Lot 2, Block B, Maize Industrial 2nd Addition paying 21.85%.

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

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

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 15, 2017.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 15, 2017, as the same appears of record in my office.

DATED: May 15, 2017.

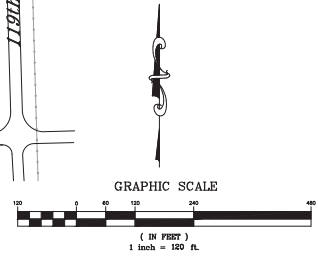
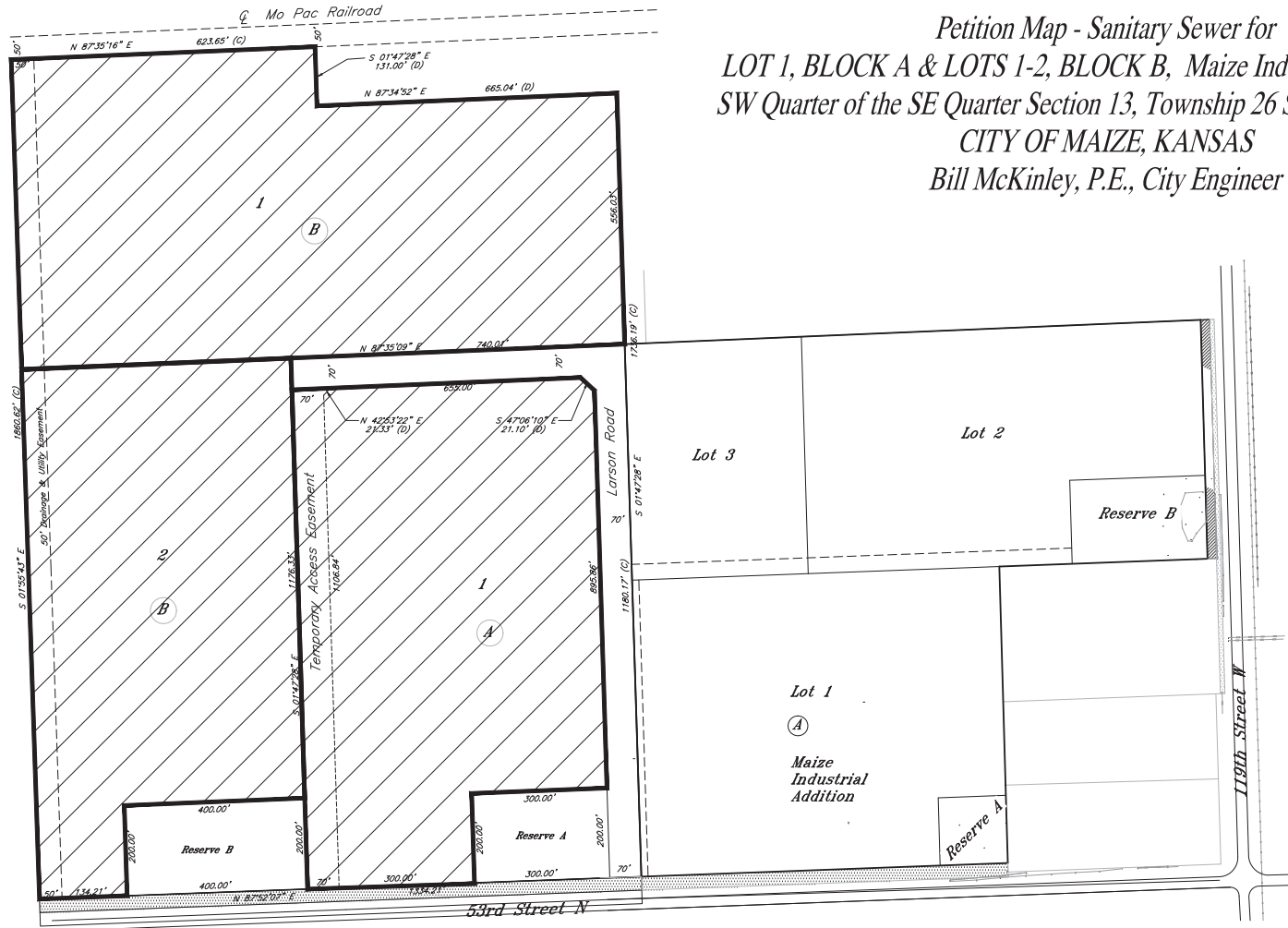
By: _____
Name: Jocelyn Reid
Title: Clerk

**Maize Industrial Park 2nd
Sanitary Line Cost Estimate
5/4/2017**

Sanitary Sewer

Item	Quantity	Unit	Unit Price	Cost
8" PVC Pipe	1290	LF	\$ 25.00	\$ 32,250.00
Std. Manhole, Type P	6	Each	\$ 3,000.00	\$ 18,000.00
8" Stub	3	Each	\$ 300.00	\$ 900.00
Site Clearing & Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
Sanitary Sewer Subtotal:				\$ 56,150.00
Engineering, Inspection, Contingency, etc.				<u>\$19,652.50</u>
Project Total				\$75,802.50

Petition Map - Sanitary Sewer for
 LOT 1, BLOCK A & LOTS 1-2, BLOCK B, Maize Industrial 2nd Addition
 SW Quarter of the SE Quarter Section 13, Township 26 South, Range 2 West
 CITY OF MAIZE, KANSAS
 Bill McKinley, P.E., City Engineer



KEMILLER
 ENGINEERING PA
 117 E. Lewis, Wichita, KS 67202 (316)264-0242

SANITARY SEWER PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

MAIZE INDUSTRIAL 2nd ADDITION
Lot 1, Block A and Lots 1 & 2, Block B

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Seventy Five Thousand Eight Hundred Dollars (\$ 75,800), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2017.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis, with Lot 1,

Block A, paying 32.02%, Lot 1, Block B, paying 38.79%, and Lot 2, Block B, paying 29.19%.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

3. Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lot 1, Block A and Lots 1 & 2, Block B, Maize Industrial 2 nd Addition, an addition to Maize, Sedgwick County, Kansas	1735 S. Maize Road LLC _____ Charles D. Larson, Manager	

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion* on May 18, 2017)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/MAIZE INDUSTRIAL 2ND ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (collectively, the "Act").

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

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

Lateral sanitary sewer to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$75,800, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lot 1, Bock A and Lots 1 & 2, Block B, Maize Industrial 2nd Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per square foot, with Lot 1, Block A paying 32.02%, Lot 1, Block B paying 38.79% and Lot 2, Block B paying 29.19%.

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

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

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 15, 2017.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 15, 2017, as the same appears of record in my office.

DATED: May 15, 2017.

By: _____
Name: Jocelyn Reid
Title: Clerk

**Maize Industrial Park 2nd
Water Line Cost Estimate
5/4/2017**

Water Line

Item	Quantity	Unit	Unit Price	Cost
8" PVC Pipe	1200	LF	\$ 23.00	\$ 27,600.00
Connect to exist. Main	1	Each	\$ 500.00	\$ 500.00
Fire Hydrant Assembly	2	Each	\$ 3,700.00	\$ 7,400.00
8" Anchor Valve	1	Each	\$ 1,200.00	\$ 1,200.00
8" Valve	3	Each	\$ 1,000.00	\$ 3,000.00
Blow-off Valve	1	Each	\$ 900.00	\$ 900.00
Site Clearing & restoration	1	Each	\$ 4,000.00	\$ 4,000.00
Water Dist. Subtotal:				\$ 44,600.00
Engineering, Inspection, Contingency, etc.				<u>\$15,610.00</u>
Project Total				\$60,210.00

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion* on 5/18/2017)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/MAIZE INDUSTRIAL 2ND ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the "Act").

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

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

Water distribution system, including necessary water mains, pipes, valves, hydrants and appurtenances to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$60,200, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lot 1, Block A and Lots 1 & 2, Block B, Maize Industrial 2nd Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per square foot, with Lot 1, Block A paying 32.02%, Lot 1, Block B paying 38.79% and Lot 2, Block B paying 29.19%.

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

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

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 15, 2017.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 15, 2017, as the same appears of record in my office.

DATED: May 15, 2017.

By: _____
Name: Jocelyn Reid
Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, May 15, 2017**

AGENDA ITEM # 8B

ITEM: Maize Industrial Park 2nd Addition Engineering Contract

BACKGROUND:

The developer for the Maize Industrial Park 2nd Addition 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 paving, water and sewer improvements were approved in the previous agenda item.

FINANCIAL CONSIDERATIONS:

Cost is \$32,000 for design services and \$32,000 for construction services.

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 \$32,000 for design and \$32,000 for construction services 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 _____, 2017, 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, Block A, Lots 1&2, Block B, Maize Industrial 2nd Addition, and street paving to serve Lots 1, Block A, Lots 1&2, Block B, Maize Industrial 2nd Addition, and Lots 1&3, Block A, Maize Industrial District, 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 1 services as specified below:

Water Distribution System - Three Thousand Dollars (\$3,000.00), Lump Sum.
Sanitary Sewer - Four Thousand Dollars (\$4,000.00), Lump Sum
Street Paving and Drainage – Twenty Five thousand Dollars (\$25,000), Lump Sum
TOTAL – Thirty Two Thousand Dollars (\$32,000.00), 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 Dollars (\$3,000.00), Lump Sum.
Sanitary Sewer - Four Thousand Dollars (\$4,000.00), Lump Sum
Street Paving & Drainage – Twenty Five thousand Dollars (\$25,000), Lump Sum
TOTAL – Thirty Two Thousand Dollars (\$32,000.00), Lump Sum.

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:

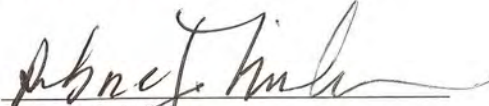
CITY OF MAIZE, KANSAS

Jocelyn Reid, City Clerk

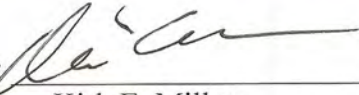
By: _____
Clair Donnelly, Mayor

ATTESTED TO:

K.E. MILLER ENGINEERING, P.A.



Deborah Miller

By: 

Kirk E. Miller

Title: President _____

2017 FEE SCHEDULE

Principal Engineer	\$150.00/hr
Project Engineer	\$90.00/hr
Design Engineer	\$70.00/hr
Drafting Technician	\$60.00/hr
Surveyor (office)	\$70.00/hr
Survey Crew (2-person)	\$135.00/hr
Inspector	\$65.00/hr
Mileage	\$ 0.50 per mile for projects outside of the Wichita area

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, May 15, 2017**

AGENDA ITEM #8C

ITEM: CITY ELECTIONS – NOMINATION BY PETITION

BACKGROUND:

In lieu of paying the \$20 filing fee to run for a municipal office, a person can file a petition for nomination.

Prior to passage of HB 2104 in 2015, the number of required signatures was set by State statute.

As part of the statutory amendment moving elections from April to November, the statute now requires the city to establish, by ordinance, the number of signatures required on the petition for nomination.

The City Attorney has drafted an ordinance that allows for a person to file for office by submitting a petition with a minimum of 5% of the qualified electors of the City.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

Compliance with Kansas State Law has been accomplished.

RECOMMENDATION/ACTION:

Adopt the ordinance repealing Sections 6-101, 6-102 and 6-103 of the City of Maize Code allowing a person to become a candidate for city office by filing a nomination petition.

[A summary of this ordinance was published in the *Clarion* on _____.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, RELATING TO ALLOWING ANY PERSON TO BECOME A CANDIDATE FOR CITY OFFICE BY HAVING FILED ON THEIR BEHALF A NOMINATION PETITION OR A DECLARATION OF CANDIDACY, AND REPEALING SECTIONS 6-101, 6-102, 6-103 AND 6-104 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 6-101 Amended. Section 6-101 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

6-101. **NOMINATING PETITION.** In accordance with K.S.A. 25-205 and amendments thereto, any person may become a candidate for City office elected at large by having filed on their behalf a nomination petition or a declaration of candidacy, accompanied by any fee required by law. The nomination petition must be signed by not less than five percent (5%) of the qualified electors of the City of Maize, Kansas.

Section 2. Sections 6-101, 6-102, 6-103 and 6-104 Repealed. The existing Sections 6-101, 6-102, 6-103 and 6-104 of the Code of the City of Maize, Kansas, are hereby repealed.

Section 3. Effective Date. This ordinance will take effect upon a summary of this ordinance being published in the official City newspaper.

Passed by the Governing Body and approved by the Mayor of the City of Maize, Kansas, on the _____ day of _____, 2017.

By _____
Clair Donnelly, Mayor

ATTEST:

By _____
Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, May 15, 2017**

AGENDA ITEM # 8D

ITEM: Braik Brothers Contract

BACKGROUND:

The City of Maize allows residents to dump tree branches and brushes at City Yards. It has been the past practice to, weather permitting, burn the branches & bushes.

With the growth of the city and the ever-increasing demands this is becoming an issue for public works facility & personnel.

It's recommend that the tree branches & brush be mulched and hauled off.

Braik Brothers Tree Care & Green Waste Recycling, LLC, a Missouri based company has requested permission to provide this service.

Ron will be at the meeting to provide comments & answer questions.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

City Attorney has approve the contract as to form.

RECOMMENDATION/ACTION:

MOTION: Approve the Braik Brothers Tree Care & Green Waste Recycling, LLC contract and authorize the Mayor to sign

CONTRACT
for
GRINDING TREE DEBRIS AT LANDFILL SITE & HAULING
(No fee)

This Contract, entered into this _____ day of _____, 2017 (“the Effective Date”), is by and between City of Maize, a Kansas local governmental entity authorized under Kansas law (“Client”) and Braik Brothers Tree Care & Green Waste Recycling, LLC, a Missouri limited liability company (“Contractor”).

RECITALS

Client has a need for grinding tree debris at its landfill site located at 5600 N. Maize Road, Maize, Kansas (“the Site”) and having the resulting product hauled away; and

Contractor has the capacity to provide such services; and

The parties wish to memorialize their responsibilities in writing.

TERMS AND CONDITIONS

The parties agree as follows:

1. Services. Contractor, through the term of this Contract on an “as needed” basis, will grind tree debris hauled to the Site by Client or others and will haul away the resulting mulch. Client will notify Contractor when Client determines that the tree debris has accumulated at the Site to the point that grinding of tree debris is needed. Contractor, upon receiving not less than thirty (30) calendar days notice from the Client that tree debris needs to be ground, will go to the Site and will grind the tree debris at the Site and will haul away the resulting mulch.

2. Compensation. There will be no fee charged by Contractor, the right to remove the resulting mulch from the Site being good and valuable consideration.

3. Term & Renewal. The term of this Contract will be for five (5) years, provided that Contractor or Client may terminate this Contract with or without cause upon thirty (30) calendar days written notice to the other party. Upon termination of this Contract for any reason, if the Contractor is notified by the City within fifteen (15) calendar days of termination, the Contractor shall have not more than fifteen (15) calendar days from the notification date to go to the Site, grind the tree debris located on the Site and remove the resulting mulch from the Site.

4. Indemnifications and Insurance.

(a) Contractor shall indemnify and hold Client harmless against all suits, claims, damages and losses for injuries to persons, property or other liability arising from or caused by errors, omissions, or negligent acts of Contractor, its officers, agents, servants, or employees

occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

(b) Contractor shall carry insurance coverage during the term of this Contract and any extension thereof in the amounts and manner as set forth on **Exhibit A**, attached hereto and incorporated by reference. The Insurance Certificate(s) must show the Client as primary and non-contributory additional insured.

5. Independent Contractor. The relationship of the Contractor to the Client will be that of an independent contractor. No employee or agent of the Contractor shall be considered an employee of the Client.

6. Compliance with Laws. Contractor shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party of this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

8. Governing Law. This Contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this Contract has been created in Kansas.

9. Representative's Authority to Contract. By signing this Contract, the representative of the Contractor or Contractor represents that he or she is duly authorized by the Contractor to execute this Contract, and that the Contractor has agreed to be bound by all its provisions.

10. Binding Effect; Assignability. This Contract shall be binding on the parties hereto and shall inure to the benefit of the parties, their heirs, successors and assigns. This Contract shall not be assigned or modified without written consent of all parties. This Contract represents the entire agreement of the parties into which all prior agreements, written or oral, have been merged.

11. Notice. Any notice required herein shall be deemed given upon actual delivery to a party at the address listed below, or two calendar days after deposit in the U.S. Mail, postage prepaid to:

CLIENT:
City of Maize, Kansas
ATTN: City Clerk
10100 Grady Avenue
Maize, KS 67101

CONTRACTOR:
Braik Brothers Tree Care & Green Waste Recycling, LLC
ATTN: _____

12. Counterparts; Fax and Scanned Signature. This Contract is being executed in two (2) counterparts, either of which shall be enforceable as an original agreement. The transmittal of a signature by fax or via scanned Internet image shall be enforceable as if the original signature was affixed.

The parties have set their hands the day and year first above written.

CLIENT:

CITY OF MAIZE, KANSAS

By _____
Clair Donnelly, Mayor

ATTEST:

By _____
Jocelyn Reid, City Clerk

CONTRACTOR:

BRAIK BROTHERS TREE CARE & GREEN
WASTE RECYCLING, LLC

By _____
Printed Name: _____
Title: _____

**EXHIBIT A
INSURANCE REQUIREMENTS**

1. General:

Commercial General Liability covering premises-operations, XCU (explosions, collapse and underground hazards), Product/Completed operations, Broad Form Property Damage, and Contractual Liability with premium limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage (Combined Single Limit)	\$500,000 each occurrence Liability \$500,000 each aggregate
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2. Automobile Liability:

Comprehensive Form including all owned, hired and non –owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
--	-------------------------

3. Workers Compensation:

\$100,000 Each Accident
\$500,000 Aggregate
\$100,000 Occupational Disease



May 2017

Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- The Department will be host to the May Sedgwick County Chiefs Association meeting. This meeting is a gathering of area Police Chiefs who discuss trending management and activity issues.
- Officers have been busy with end of the year school activities. Chief Jensby, Officer Dover and Officer Phelps have all given presentations at various schools.
- Chief Jensby was invited to speak at the first annual South Central Kansas Criminal Justice Forum. Other speakers included Sedgwick County Sheriff Jeff Easter, Wichita Deputy Chief Salcido and District Attorney Mark Bennett. Chief Jensby spoke about small town policing and hiring practices.
- The Department in cooperation with the Sedgwick County Sheriffs Department conducted a DUI check lane in the 5000 block of N. Maize Road. One DUI arrest resulted from the check lane held from 11pm—3am.
- All Officers participated in police rifle training and certification.

Budget status: 26.78/100%

Major purchases:

Current Staff Levels.
11 Full-time
2 Part-time
1 Reserve
3 Reserve -Vacant

Monthly Activities	
March Police Reports	- 385
March calls for service	- 490
Community Policing:	
911 camps are full.	
Working on National Night Out activities.	

PUBLIC WORKS REPORT 5-15-2017

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street. Installed some crushed concrete on both of these roads as the heavy rains have taken their toll on them.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom.
- Pick up brush monthly for elderly and disabled.
- Check signs, streets, drainage all over the city.
- Mowing everything now that it is dry enough. Things are really growing.

Special Projects

- MKEC still working on WWTP. Sent out for bids. New screen from Hydro-International has been ordered. Hope to get the contractor on board soon.
- The back five acres of the Cemetery have been final graded. We are installing fencing now. We will install sprinkler line, then plant grass seed. Hope to get that done by June 1st. We will then get the blocks surveyed and established so we can begin to lay out the lots and spaces at least in a portion of the Cemetery. This fall we hope to get trees planted.
- The new wrought iron fence has been completed at the park. We just received the new rubber mulch so we will begin to work on that and hope to have it done by the 12th of May. New bathrooms are open and are being used a lot.
- Still working on the equipment upgrades and streets budgets for the next several years. We continue to look at ways to save money and equipment so that we can be more efficient in our operations.
- Had our clean-up day on April 22, 2017. Had a lot of trash come in. Hope a lot of people got a lot of their property cleaned up. Only 7 volunteers. It was a struggle to keep up but we got it done.

Ron Smothers

Public Works Director.

City Engineer's Report

5/15/2017

Maize Middle School

New locker room facilities are being built on the south side and classrooms on the west side.

Maize High School

Construction continues on the Career and Technology Education Center at Maize High School.

Watercress Villas

Clock tower framework for the clubhouse has been installed. Framing continues on the site.

Happy Days Daycare

The portables have been placed on top of the stem walls.

Fiddlers Cove

I enjoyed my tour of the Mayor's house.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: May 15, 2017

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular May Council Meeting

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

1. Watercress Apartment development – Infrastructure construction continues with an anticipated opening date of fall 2017. Construction of a new sign within the right-of-way of Ranch Road on the east side of Maize Road for the apartment complex is expected to begin within the next few weeks.
2. Comprehensive Plan Update – Gould Evans is now developing goals and strategies based upon the responses to the community survey. There will be another survey to further refine the plan and accurately reflect the vision of the community in mid-summer.
3. Cypress Point Addition – a preliminary plat for 37 single-family lots on 20 acres on the north side of 37th Street approximately ¼ mile west of Tyler. This application will be reviewed by the Planning Commission on June 1, 2017.
4. Variance at 204 S Park – a variance to allow a carport within the front building setback was approved on April 6, 2017 by the Board of Zoning Appeals agenda.
5. 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
May 15, 2017**

Year to date status (Through 4/30/17):

General Fund –			
	Budget	YTD	
Rev.	\$3,251,293	\$1,603,412	49.32%
Exp.	\$3,375,058	\$1,241,094	36.77%
Streets –			
Rev.	\$302,350	\$ 123,114	40.72%
Exp.	\$308,050	\$ 98,545	31.99%
Wastewater Fund-			
Rev.	\$784,000	\$ 286,307	36.52%
Exp.	\$768,863	\$ 249,934	32.51%
Water Fund-			
Rev.	\$779,925	\$ 304,927	39.10%
Exp.	\$779,925	\$ 262,074	33.60%

Health & Dental Benefits

Per Council's request, here are the 2017 numbers (through 4/30/2017) 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:	\$114,221.01	\$ 28,560.54	\$142,781.55
Dental:	7,502.07	1,876.57	9,387.64
Life:	<u>4,244.49</u>	<u>0</u>	<u>4,244.49</u>
	\$125,967.57	\$ 30,437.11	\$152,593.68

Park Restrooms:

Construction is complete! Here is the final cost breakdown:

Design	\$ 7,682.07
Construction	\$143,891.00
Administration	\$ 2,949.54
Security Camera Installation	\$ 20,046.20
Water & Sewer Extension	<u>\$ 2,397.50</u>
	\$176,966.31

CAPITAL PROJECTS

Projects w/o
Temp Notes

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 4/30/17	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 13,593.65	\$ 70,181.87	\$ 83,775.52	\$ 39,224.48
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 24,757.63	\$ 262,364.61	\$ 287,122.24	\$ 134,877.76
Totals			\$ 545,000.00	\$ 38,351.28	\$ 332,546.48	\$ 370,897.76	\$ 174,102.24

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 4/30/17	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 10,155.91	\$ 454,140.84	\$ 464,296.75	\$ 5,635,703.25

Grand Total \$48,507.19 \$786,687.32 \$835,194.51 \$5,809,805.49

CIP 2016 (As of 4/30/2017)

<u>Detail</u>	<u>Reason</u>	<u>April Revenue</u>	<u>April Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 88,249.41
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	1.84
Interest	From Bank Accounts	578.55		2,000.00	2,062.59
Maize Rec	Splash Park Contribution	-			-
Transfers	From General Fund	38,333.33		460,000.00	153,333.32
Total Revenues		38,911.88		462,000.00	155,397.75
Total Resources					243,647.16
Street Improvements			3,037.50	350,000.00	30,523.83
Sidewalk/Bike Paths			-	100,000.00	135,555.61
Park Improvements			63,178.18	200,000.00	131,460.88
Other Capital Costs			-	-	-
Total Expenditures		-	66,215.68	650,000.00	297,540.32
Cash Balance - 4/30/17					\$ (53,893.16)

****Waiting on \$55,000 reimbursement from Sunflower Foundation**

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 4/30/2017

	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	\$515.51	\$378.46	\$135.97	\$2,059.56	\$1,514.60	\$543.88	Flat - based on number of lines
Internet	1,057.67	951.90	105.77	4,230.68	3,807.60	423.08	Flat - \$105.77/month
Gas	343.79	189.43	154.36	2,454.86	1,352.63	1,102.23	44.90%
Electric	1,706.76	940.42	766.34	6,897.43	3,800.48	3,096.95	44.90%
Janitor	1,792.72	987.79	804.93	7,097.55	3,910.75	3,186.80	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	72.60	40.00	32.60	290.40	160.01	130.39	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	1,200.00	1,100.00	100.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$5,789.05	\$3,763.00	\$2,024.97	\$34,262.08	\$21,173.48	\$13,087.52	

Shared Costs for City Hall
 Updated 5/10/2017

Equipment Reserve 2017 (As of 4/30/2017)

<u>Detail</u>	<u>Reason</u>	<u>April Revenue</u>	<u>April Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 96,339.29
Interest	From Bank Accounts	50.50		300.00	180.04
Reimbursement	Sale of Phone Equipment	-			1,050.00
Transfers	From General Fund	11,666.67		140,000.00	46,666.68
Total Revenues		\$ 11,717.17		\$ 140,300.00	\$ 47,896.72
Total Resources					\$ 144,236.01
Trucks/Heavy Equipment			\$ -	\$ 41,000.00	\$ 39,584.67
Computers			-	45,000.00	7,980.00
Police Department Expenses			568.00	50,000.00	18,110.26
Total Expenditures			\$ 568.00	\$ 136,000.00	\$ 65,674.93
Cash Balance - 4/30/2017					\$ 78,561.08

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 4/30/2017

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 7,884.23	\$ 1,971.06	\$ 5,913.17	\$ 32,050.73	\$ 8,012.68	\$ 24,038.05
FICA/Medicare Taxes	565.27	141.32	423.95	2,300.33	575.08	1,725.25
KPERS (Employer)	667.01	166.75	500.26	2,751.22	687.81	2,063.42
Health/Life/Other Employer Paid Benefits	1,980.76	495.19	1,485.57	7,923.04	1,980.76	5,942.28
Total Shared Costs	\$ 11,097.27	\$ 2,774.32	\$ 8,322.95	\$ 45,025.32	\$ 11,256.33	\$ 33,768.99

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
Totals	\$ 11,097.27	\$ 2,774.32	\$ 8,322.95	\$ 45,674.41	\$ 11,256.33	\$ 34,418.08



CITY OPERATIONS REPORT

DATE: May 11, 2017

TO: Maize City Council

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

RE: May Report

1) 2018 Budget

A staff budget workshop was conducted on Tuesday May 9th. The purpose was to provide staff members a comprehensive outline of the 2018 projections and expectations. In general the discussion included basic municipal budgeting principles including, but not limited to:

- *2017 Budget - current status*
- *2018 Department Requests*
- *Debt analysis & overview*
- *Financial Projections for 2018 & beyond*
- *Budget Implications of the New Tax Lid Law*
- Some of the goals of the workshop included:
 - *Long range planning in all areas*
 - *Upfront funding for infrastructure to support economic growth*
 - *Funds for in-depth studies in marketing, water and sewer improvements, road construction, maintenance and future growth demands*
 - *Staffing requirements to meet demands for services in each of the City departments*
 - *Providing for the necessary equipment upgrades*
 - *Stable work force - Maintain employee benefits & training opportunities*
 - *Preserve the financial stability of the City without increasing tax levies*
- Some items for 2018 under discussion included:
 - Public Works
 - ✓ *1 - Maintenance Works One*
 - ✓ *Street maintenance \$350,000*
 - ✓ *3/4 Ton Truck*
 - Police
 - ✓ *1 - Police Officer (fills current unfunded position in organizational chart)*
 - ✓ *1 - Police Officer (New position)*
 - ✓ *1 - new police car*
 - ✓ *1 - replacement police car*

- Administration
 - ✓ Establish new dual position (*Customer service clerk/Deputy Court Clerk*)
 - ✓ Maintain current *Customer Service Clerk*
 - ✓ Maintain current *P/T Customer Service Clerk*
 - ✓ Maintain one *HS intern position*
- Other items
 - ✓ *Technology maintenance and enhancement*
 - ✓ *Park Operation and land acquisition*
 - ✓ *Cemetery operations & improvements*

In general it was a very positive workshop and all in attendance benefited. At this time revenue figures for the 2018 budget are not available. However, utilizing recent past history projections and after reviewing the new tax lid law, it appears we can look forward to the 2018 budget with confidence. The current budget is moving forward as projected and 2018 is shaping up to be a positive one. Next Council Budget workshop is schedule for June 5th @ 6pm.

2) Economic Development Items

- Meter Engineering Moving - 7718 W. 53rd
 - *Property purchase under discussion*
 - *Nothing specific to report*
- Cypress Pointe Addition
 - *Baughman Company*
 - ❖ *Notified that Maize will provide utilities*
 - ❖ *Maize service costs estimates*
 - ✓ *\$38K (from addition to Tyler Road)*
 - ✓ *\$183K (from Tyler Road north to lift station)*
 - ❖ *Benefit district funding*
 - ✓ *City will pay a portion of upfront costs*
 - ✓ *Repayment when property is developed*
 - ✓ *Requested benefit district map*
 - *Cypress Pointe Plat*
 - ❖ *Scheduled for June 1st Planning Commission*
 - *37 lots*
 - ❖ *Single family homes*
 - ❖ *\$300,000 to \$500,000 price range*
- Watercress Villas Luxury apartments complex
 - *Housing construction on schedule*
 - *Occupancy scheduled for fall of 2017*
- Seventeen single family homes & two tri-plex permits issued for 2017

3) International Visit

On Wednesday, May 10th, the City of Maize received a visit from two international fellows that the City of Goddard is hosting as part of a month-long exchange program through the International City/County Management Association. They were given a tour of City Hall, Public Works facility and City Park. They attended the Mayor's meeting and had an informal luncheon and discussion with Maize City staff afterwards. Both women hold graduate degrees in public administration and work in government agencies:

- Ashley Monsanto described her work in the Philippines as a liaison to municipalities; a necessary position since the federal government maintains greater control in local government than in the US.
- Kar Lye Tam’s work providing infrastructure to impoverished areas in Malaysia was particularly inspiring. She gifted Mayor Donnelly with a book that describes her work for the Malaysian government.

4) Garden Tour

At their Tuesday meeting, the Park and Tree board coordinated the details for a marketing campaign for their Garden Tour on June 10th and 11th. In addition to the Maize residents who have graciously opened their garden to the public, a number of volunteers will assist the homeowners with the tour attendees. The board has received corporate sponsorship that includes both marketing support and a number of gift cards for a drawing from:

- Pride Ag Resources,
- Woodard Mercantile
- Heartland Credit Union.

The \$5 tickets are available at City Hall and at each of the addresses. One ticket allows the recipient to attend all six gardens and provides one entry into the drawing. Proceeds from the tour will support park improvements in the City.

5) USD 266 Wellness Fair

On May 5th the City was invited to participate in a Wellness Fair that served over 800 teachers and staff members of the Maize school district. It was a very well-attended event with over 40 vendors promoting wellness in areas of community, health and finance. Staff was quite busy answering questions about the City. Handouts included:

- A calendar of city activities and upcoming events:
 - Splash pad hours of operation
 - Garden Tour
 - National Night Out
 - Ballet in the Park
 - Glenn Alexander Concert
- Latest edition of the Highlights
- An assortment of our City of Maize branded giveaways

6) Upcoming Meetings

- Wednesday's - Mayor's Workshop @ 11am
- May 15th - Council @ 7pm
- May 31st - Special Council @ 11am
- June 1st - Planning @ 7pm
- June 5th - Budget Workshop @ 6pm