

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, AUGUST 21, 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 – Regular Council Meeting of July 24, 2017 and Special Council Meeting of August 7, 2017
 - b. Planning Commission Meeting Minutes of July 6, 2017.
 - c. Cash Disbursements from July 1, 2017 thru July 31, 2017 in the amount of \$796,892.34 (Check #64953 thru #65112).
 - d. Adopt the 2017 Standard Traffic Ordinance and Uniform Public Offense Code (STO/UPOC)
- 7) Old Business
 - A. None
- 8) New Business
 - A. Eagles Nest Fellowship Church Real Estate Purchase Contract
- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Mayor’s Report
 - Council Member’s Reports
- 10) Executive Session
- 11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, July 24, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **July 24, 2017** in the Maize City Hall, 10100 Grady Avenue, with *Mayor Clair Donnelly* presiding. Council members present were *Donna Clasen, Pat Stivers and Alex McCreath. Karen Fitzmier and Kevin Reid* were 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.
Stivers seconded. Motion declared carried.

PUBLIC COMMENTS:

Several members of the Maize Lions Club addressed the Council regarding Ordinance #932 which allows an additional fireworks stand on Maize Road.

David Hill, 514 S. Stoney Point, Wichita, stated that profits for the Lions Club tent were down this year. He attributed the downturn to the additional tent allowed south of the Lions Club tent.

Carl Donham, 10416 1st Street, Bentley, stated the Lions Club doesn't have the funds to be able to put on the Fall Festival this year. He said that the City needed to contribute \$5,000 or the festival would not happen this year.

Larry Zimmerman, 6 South Main, Goddard, spoke about the different programs that the Lions Club supported in the Maize community that were at risk of not being funded due to the decreased fireworks profits.

Jean Zimmerman, 6 South Main, Goddard, read a letter from the Ark Church that addressed how their fireworks tent sales were affected by the additional tent.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of June 19, 2017
- b) Receive and file the Planning Commission minutes of June 1, 2017
- c) Cash Disbursements from June 1, 2017 through June 30, 2017 in the amount of \$673,926.76 (Check #64683 thru #64952)

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

RUGGLES & BOHM ENGINEERING CONTRACT:

A contract with Ruggles & Bohm to design a water supply main on 119th Street from 37th Street to the Maize Industrial Park was submitted for Council approval..

MOTION: *Clasen* moved to approve the Ruggles & Bohm Engineering contract in an amount not to exceed \$87,800 and authorize the Mayor to sign.
Stivers seconded. Motion declared carried.

SEAT BELT ORDINANCE:

An ordinance to increase the fine for seat belt violations from \$10 to \$30 was submitted for Council approval.

MOTION: *Stivers* moved to approve the Seat Belt Ordinance establishing a fine of \$30 and authorize the Mayor to sign.

McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #935.

PROPOSED 2018 BUDGET FOR PUBLICATION:

The City of Maize 2018 Proposed Budget with a mill levy of 43.048 was submitted for Council approval.

MOTION: *Clasen* moved to accept the proposed City of Maize 2018 budget, authorize publication in The Clarion and set the public hearing on the 2018 proposed budget for Monday, August 7, 2017 at 7:00 pm.

Stivers seconded. Motion declared carried.

Mayor Donnelly recessed the City Council meeting at 7:45 pm. Meeting reconvened at 7:54 pm.

EXECUTIVE SESSION:

Mayor Donnelly requested a 10-minute executive session with the City Administrator, City Attorney, Police Chief and Public Works Director to discuss non-elected personnel.

MOTION: *Clasen* moved to enter executive session with the City Attorney from 8:25 pm until 8:35 pm to discuss non-elected personnel.

McCreath seconded.

Council entered executive session at 8:25 pm reconvened the regular meeting at 8:35 pm. No action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Monday, August 7, 2017**

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

APPROVAL OF AGENDA:

Item 6B, Cypress Pointe Plat, was removed from the agenda. The amended agenda was submitted for Council approval.

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

PUBLIC HEARING FOR THE CITY OF MAIZE 2018 BUDGET:

Mayor Donnelly opened the Public Hearing at 7:03 pm. Hearing no comments, the Public Hearing was closed.

ADOPTION OF THE 2018 BUDGET:

The City of Maize 2018 Budget was submitted for Council approval.

MOTION: *Clasen* moved to adopt the 2018 Budget for the City of Maize and submit to the Sedgwick County Clerk.
Fitzmier seconded. Motion declared carried.

MAIZE INDUSTRIAL PARK 2ND ADDITION PAVING BIDS AND CONTRACT:

The bids and a construction contract for Maize Industrial Park 2nd Addition Paving were submitted for Council approval.

MOTION: *Clasen* moved to accept the low bid and approve the construction agreement with Kansas Paving in an amount not to exceed \$603,504 and authorize the Mayor to sign subject to review by the City Attorney.
McCreath seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

MOTION: *Clasen* moved to adjourn.
McCreath 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, JULY 6, 2017**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, July 6, 2017, for a Regular Meeting with *Bryan Aubuchon*, presiding. The following Planning Commission members were present: *Mike Burks*, *Dennis Downes*, *Bryan Aubuchon*, *Mike Strelow* and *Jennifer Herington*. Not present were *Bryant Wilks* and *Andy Sciolaro*. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer; *Gregory Hiser*, Applicant; *Rebecca Hiser*, Applicant and *John Anderson*, Mystic Lakes HOA President.

APPROVAL OF AGENDA

MOTION: *Herington* moved to approve the agenda as presented.
Burks seconded the motion.
Motion carried unanimously.

APPROVAL OF MINUTES

MOTION: *Downes* moved to approve the June 1, 2017 minutes as presented.
Herington seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

CU-01-017 – Conditional Use for Banquet and Event Facility at 5711 N Tyler

Anderson asked if there would be an outdoor sound system during events.

G. Hiser stated that the events would be held within a large building on site.

Edgington stated that upon approval there would be a 14 day protest period beginning July 7, 2017. If anyone protests within that 14 day period the case would also be subject to Council approval.

MOTION: *Burks* moved to approve CU-01-017 Conditional Use for Banquet and Event Facility at 5711 N Tyler subject to the following conditions:

1. CU-01-017 only applies to current applicant. If property changes ownership it becomes null and void.
2. Renewal will be based on staff review if there are no complaints. If complaints are filed, renewal will require commissioner approval.
3. Approval subject to traffic review by City Engineer.

Downes seconded the motion.
Motion carried unanimously.

ELECTION OF OFFICERS:

MOTION: *Downes* motioned to reappoint the current officers to their current positions.:


Bryan Aubuchon – Chair
Mike Burks – Vice Chair
Dennis Downes – Secretary


Herington seconded the motion.
Motion carried unanimously.

ADJOURNMENT:

MOTION: With no further business before the Planning Commission,
Burks moved to adjourn.
Herington seconded the motion
Motion carried unanimously.

Meeting adjourned at 7:40 PM.


Sue Villarreal
Recording Secretary


Bryan Aubuchon
Chairman

CITY OF MAIZE
Bank Reconciliation Report
For July 2017

Fund Balances

FUND	NAME	BEGIN		END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD
01	General Fund	\$ 739,516.48	\$ 176,755.59	\$ 322,455.97	\$ 593,816.10
02	Street Fund	150,441.27	62,968.36	23,673.93	\$ 189,735.70
04	Capital Improvements Fund	16,836.76	39,426.00	-	56,262.76
05	Long-Term Projects	(481,070.59)	54,065.30	111,221.92	(538,227.21)
10	Equipment Reserve Fund	119,304.21	11,762.04	48,643.32	82,422.93
11	Police Training Fund	6,002.40	860.50	-	6,862.90
12	Municipal Court Fund	38,559.13	2,245.37	8,816.13	31,988.37
16	Bond & Interest Fund	1,422,840.88	55,469.26	274,034.38	1,204,275.76
19	Wastewater Reserve Fund	196,556.02	6,684.42	-	203,240.44
20	Wastewater Treatment Fund	768,600.45	76,035.86	62,231.24	782,405.07
21	Water Fund	536,419.03	100,155.63	61,314.41	575,260.25
22	Water Reserve Fund	182,961.31	3,000.00	-	185,961.31
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	3,885.21	1,180.90	755.95	4,310.16
98	Maize Cemetery	131,498.46	1,931.59	5,157.44	128,272.61
Totals All Fund		\$ 4,250,555.68	\$ 592,540.82	\$ 918,304.69	\$ 3,924,791.81

Bank Accounts and Adjustments

Halstead Checking Account	\$ 343,900.43	\$ 986,354.51	\$ 835,024.83	\$ 495,230.11
Outstanding Items				\$ (220,055.89)
Halstead Bank Money Market Account	4,017,854.88	3,490.10	500,000.00	3,521,344.98
Maize Cemetery CD 85071	91,762.65	230.84	-	91,993.49
Maize Cemetery Operations	40,275.69	1,160.87	5,157.44	36,279.12
Totals All Banks	\$ 4,493,793.65	\$ 991,236.32	\$ 1,340,182.27	\$ 3,924,791.81

CITY OF MAIZE
Cash and Budget Position
Thru July 31, 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	\$ 739,516.48	\$ 176,755.59	\$ 322,455.97	\$ 593,816.10	\$ 3,375,058.00	\$ 2,629,544.63	\$ 2,263,013.87	\$ 1,112,044.13	32.95%
02	Street Fund	150,441.27	62,968.36	23,673.93	189,735.70	308,050.00	223,805.85	187,815.46	120,234.54	39.03%
04	Capital Improvements Fund	16,836.76	39,426.00	-	56,262.76	650,000.00	273,222.81	305,209.46	344,790.54	53.04%
05	Long-Term Projects	(481,070.59)	54,065.30	111,221.92	(538,227.21)	-	513,620.30	983,320.81		
10	Equipment Reserve	119,304.21	11,762.04	48,643.32	82,422.93	136,000.00	82,093.31	96,009.67	39,990.33	29.40%
11	Police Training Fund	6,002.40	860.50	-	6,862.90	2,000.00	4,567.00	1,250.94	749.06	37.45%
12	Municipal Court Fund	38,559.13	2,245.37	8,816.13	31,988.37	-	18,734.99	14,159.43		
16	Bond & Interest Fund	1,422,840.88	55,469.26	274,034.38	1,204,275.76	2,425,096.00	1,740,492.65	654,363.72	1,770,732.28	73.02%
19	Wastewater Reserve Fund	196,556.02	6,684.42	-	203,240.44	-	45,503.94	10,261.76		
20	Wastewater Treatment Fund	768,600.45	76,035.86	62,231.24	782,405.07	768,863.00	521,418.39	460,580.23	308,282.77	40.10%
21	Water Fund	536,419.03	100,155.63	61,314.41	575,260.25	779,925.00	540,209.86	498,500.51	281,424.49	36.08%
22	Water Reserve Fund	182,961.31	3,000.00		185,961.31	-	21,000.00	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	3,885.21	1,180.90	755.95	4,310.16	-	10,983.67	5,742.97		
98	Maize Cemetery	131,498.46	1,931.59	5,157.44	128,272.61	150,948.00	17,984.86	37,068.96	113,879.04	75.44%
Report Totals		\$ 4,250,555.68	\$ 592,540.82	\$ 918,304.69	\$ 3,924,791.81	\$ 8,595,940.00	\$ 6,643,182.26	\$ 5,523,485.29	\$ 4,092,127.18	47.61%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 21, 2017**

AGENDA ITEM #6d

ITEM: **Adopt 2017 Standard Traffic Ordinances (STO) and the 2017 Uniform Public Offense Code (UPOC)**

BACKGROUND:

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

The attachment summarizes the changes.

FINANCIAL CONSIDERATIONS:

\$562.29 for replacement books

LEGAL CONSIDERATIONS:

Approved by City Attorney.

RECOMMENDATION/ACTION:

Adopt the 2017 Standard Traffic Ordinances (STO) and the 2017 Uniform Public Offense Code (UPOC).

**CHANGES IN STANDARD TRAFFIC ORDINANCE
FOR 2017**

The following represent the changes in the Standard Traffic Ordinance from the 2016 edition to the 2017 edition.

Section 133. Lamps and Other Equipment on Bicycles. (Amended by HB 2170)

Section 182.1 Seat Belts. (Amended by SB 89)

**CHANGES IN UNIFORM PUBLIC OFFENSE CODE
FOR 2017**

The following represent the changes in the Uniform Public Offense Code from the 2016 edition to the 2017 edition.

Section 1.1. Definitions.

Added: Animal Shelter.

Section 3.1.1. Domestic Battery. (Amended by SB 112)

Section 3.8.1 Violation of a Protective Order. (Amended by H Sub. for SB 101)

Section 4.5. Buying Sexual Relations. (Amended by H Sub. for SB 40)

Section 4.5.1. Unlawful Use of a Communication Facility. (New section created by H Sub. for SB 40)

Section 10.2. Drawing a Weapon Upon Another. (Deleted)

Section 10.27. Illegal Operation of an Amusement Ride. (New section created by H Sub. for SB 70 and H Sub. for SB 86)

Section 11.11. Cruelty to Animals. (Amended by SB 112)

[A Summary of this Ordinance published in the *Clarion*
on the ____ day of _____, 2017.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 14-101 and 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO REGULATING TRAFFIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES,” EDITION OF 2017, WITH CERTAIN CHANGES; REPEALING THE ORIGINAL SECTIONS 14-101 AND 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS; AND REPEALING SECTION 14-106 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

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

SECTION 1. Section 14-101 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Maize, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," 45th Edition of 2017 (the "Standard Traffic Ordinance"), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter modified or changed. No less than one copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____ of the City of Maize, Kansas," with all sections or portions thereof intended to be changed clearly marked to show any such change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

SECTION 2. Section 14-102 Amended. Section 14-102 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

14-102. SECTION 33(a) MAXIMUM SPEEDS. STANDARD TRAFFIC ORDINANCE, 45th EDITION OF 2017, ("Standard Traffic Ordinance") MODIFIED. Section 33(a) Maximum Speeds, Standard Traffic Ordinance, is amended and modified to read: Except as provided in subsection (b) of Section 33 of the Standard Traffic Ordinance, and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the speed limits specified in this Section 14-102(a) of the Code of the City of Maize, Kansas, will be the maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of the maximum limits specified in this Section 14-102(a):

- (1) Thirty (30) miles per hour on all streets in the City limits other than those listed in this section (a), (2) through (9);
- (2) Twenty (20) miles per hour on all streets as specified in Section 14-203 of the Code of the City;
- (3) Fifty-five (55) miles per hour on 61st Street North from the east City limits to the west City limits;
- (4) Fifty-five (55) miles per hour on 53rd Street North from the east City limits to one-half (1/2) mile west of Tyler Road;
- (5) Forty (40) miles per hour on 53rd Street North from one-half (1/2) mile west of Tyler Road to three-fourths (3/4) mile west of Maize Road;
- (6) Forty-five (45) miles per hour on 53rd Street North from three-fourths (3/4) mile west of Maize Road to one-half (1/2) mile west of 119th Street West;
- (7) Fifty-five (55) miles per hour on 53rd Street North from one-half (1/2) mile west of 119th Street West to the west City limits;
- (8) Fifty-five (55) miles per hour on 45th Street North from the east City limits to Maize Road;
- (9) Forty (40) miles per hour on 45th Street North from Maize Road to 119th Street West;
- (10) Fifty-five (55) miles per hour on 45th Street North from 119th Street West to the west City limits;
- (11) Forty (40) miles per hour on 37th Street North from the east City limits to 119th Street West;
- (12) Fifty-five (55) miles per hour on 37th Street North from 119th Street West to the west City limits;
- (13) Forty (40) miles per hour on Tyler Road from the south City limits to Candlewood Street;
- (14) Forty-five (45) miles per hour on Tyler Road from Candlewood Street to the north City limits;
- (15) Forty-five (45) miles per hour on Maize Road from the south City limits to Hampton Lakes Road;
- (16) Forty (40) miles per hour on Maize Road from Hampton Lakes Road to the westbound on-ramp to Highway K-96;
- (17) Forty-five (45) miles per hour on Maize Road from the westbound on-ramp to Highway K-96 to 61st Street North;
- (18) Fifty-five (55) miles per hour on Maize Road from 61st Street North to the north City limits;
- (19) Fifty-five (55) miles per hour on 119th Street West from 29th Street North to 45th Street North;
- (20) Forty-five (45) miles per hour on 119th Street West from 45th Street North to 53rd Street North;
- (21) Fifty-five (55) miles per hour on 119th Street West from 53rd Street North to the north City limits;
- (22) Fifty-five (55) miles per hour on 135th Street West from the south City limits to the north City limits;
- (23) The maximum speed limits as established in this Section 14-102 and in Section 14-203 are based on an engineering and traffic investigation performed by the City Engineer and determined by the Governing Body of the City to be reasonable and safe under the conditions found to exist on streets and highways in the City, and the Governing Body declares that the maximum speeds for streets and highways as specified in this Section 14-102 and

Section 14-203 of the Code of the City are reasonable and safe maximum limits.

SECTION 3. Repeal. The original Sections 14-101 and 14-102 and repealing Section 14-106 of the Code of the City of Maize, Kansas, are hereby repealed.

SECTION 4. Effective Date. This ordinance shall take effect and be in full force and effect after the publication of the summary of the ordinance in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2017.

(SEAL)

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

APPROVED AS TO LEGAL FORM:

By _____
Tom Powell, City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 21, 2017**

AGENDA ITEM 8A

ITEM: Dugan Park Real Estate Offer

BACKGROUND

The "Dugan Park Property", (*the old Coleman Employees Recreation Facility*) was donated to the City in 2001. In October 2007, the City sold a portion of the property and the buildings to Eagles Nest Fellowship Church. At that time, the City retained 5.47 acres at the northern portion of the property for possible future "park usage."

After study and review, the Park & Tree Board has determined the sale of the 5.47 acre property is the most practical approach. This property is at the outer edge of the City's area of influence and has limited access and parking. Proceeds of the sale would be used to enhance current park facilities or to purchase new additional parkland. This has been discussed with the City Council and the general consensus is in agreement with the findings of the Park & Tree Board. Martens Appraisal conducted a certified appraisal and determined the property's market value is \$65,630.00.

On June 28, 2017, property owners in the area were notified in writing of the City's intent to sell Dugan Park as well as the appraisal findings and requested those interested to submit bids by July 31, 2017.

Two bids were received:

- Eagles Nest Fellowship Church in the amount of \$65,630.00
- Jennifer and Seth Burkhardt in the amount of \$16,415.00

FINANCIAL CONSIDERATIONS:

Eagles Nest Fellowship Church has offered to pay the City \$65,630.00 for the property. Closing costs will be split between the buyer and the seller. Estimated closing costs for the City are \$515.

LEGAL CONSIDERATIONS:

The City Attorney prepared the contract and approves it as to form.

RECOMMENDATION:

Accept the bid of \$65,630.00 from Eagles Nest Fellowship Church;
Approve the Real Estate Purchase Contract and authorize the Mayor to sign;
Subject to the final review of the City Attorney.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT (the Agreement) is made and entered into between the City of Maize, Kansas (**Seller**) and Eagles Nest Fellowship Church (**Buyer**). Seller and Buyer agree as follows:

1. **Property.** The Seller agrees to sell and convey to Buyer by a good and sufficient warranty deed, subject to easements, rights-of-way and restrictions, including restrictions set out in paragraph 4 of this Agreement and subject to the following additional restrictions and conditions set forth below in this paragraph 1, the following described real property (the **Property**). The legal description below is subject to revision by a surveyor and/or the Title Company:

Beginning 1203.32 feet West and 655.02 feet North of the Southeast Corner of the Southeast Quarter; thence North 250 feet; thence East 953.32 feet; thence South 250 feet; thence West 953.32 feet to the point of Beginning, Section 36, Township 26, Range 2 West of the 6th P.M., Sedgwick County, Kansas.

2. **Purchase Price.** Buyer agrees to purchase, and to pay to Seller as consideration for the conveyance of the Property, the sum of Sixty-Five Thousand Six Hundred Thirty and No/100 Dollars (\$65,630.00) in the following manner: Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in the form of earnest money, which shall be applied to the purchase price at closing, if such closing occurs, with the balance to be paid in cash or immediately available funds at closing.

3. **Title Evidence.** Seller agrees to share equally with Buyer the closing agent costs and the cost of a title insurance company's commitment and policy to insure the Property, showing a merchantable title vested in Seller, subject to easements, rights of ways and restrictions of record that are acceptable to Buyer.

The title evidence, including exception documents, shall be sent to Buyer for examination by Buyer. Buyer shall have five (5) days after the receipt of the title evidence and exception document to examine and notify Seller in writing of any objections by Buyer to the title evidence. Those items listed on the title commitment or in the title evidence as to which Buyer does not object in writing to Seller within five (5) days after the receipt of the title evidence, or as to which Buyer waives its objection, shall be permitted exceptions. If Seller fails to satisfy all such title objection requirements (and Seller shall use reasonable efforts to do so) within a reasonable time after receipt of Buyer's title objection requirements, Buyer may, at Buyer's election, either: (a) cancel this Agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.

4. **Delivery.** A duly executed copy of this Agreement shall be delivered to the parties.

5. **Earnest Money and Default.** Buyer shall deposit, within five (5) business days of the full execution of this Agreement, with Security 1st Title, in an interest-bearing account, the sum of Two Thousand Five and No/100 Dollars (\$2,500.00), earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price at closing upon acceptance of title by Buyer and delivery of deed by Seller. If Buyer fails to fulfill its obligations under this Agreement, Buyer shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Seller to Buyer, Seller shall be entitled either: a) to cancel this Agreement and the earnest money deposit shall then become the property of Seller, not as a penalty, but as liquidated damages and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Buyer available to Seller at law or in equity, including but not limited to specific performance.

However, if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to Buyer, and this Agreement shall be null and void and of no further force and effect, or Buyer may elect to waive the title objections and close.

If Seller fails to comply with this Agreement, Seller shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Buyer to Seller, Buyer shall be entitled either (a) to receive the return of the earnest money deposit, which return shall operate to terminate this Agreement and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Seller available to Buyer at law or in equity, including but not limited to specific performance.

The three business days notices described in this Section 5 shall be shortened to the day of closing if the scheduled closing date is less than three business days from the cure date in the notice. Notwithstanding any of the other terms of this Agreement providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Agreement or a court order.

6. **Proration.** Seller is a tax-exempt entity and, therefore, is classified as exempt from real estate taxes. Taxes will not be levied for the part of the 2017 tax year that Seller is the owner of the property due to the Seller's tax-exempt status.

7. **Closing Date.** Time is of the essence of this Agreement, and closing for this transaction shall be consummated on or before ten (10) days after the contingencies in paragraph 3 have been waived or removed, in writing.

8. **Possession.** Possession to be given to Buyer at closing.

9. **Where Is, As Is Condition.** Buyer has carefully examined, or will have examined before closing, the Property. In making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractor or inspector Buyer may have selected. Buyer agrees that the purchase price of the Property was submitted after consideration of all possible defects in the Property. The Buyer is accepting the Property on an "as is" basis and in "where is" condition; and the Buyer's decision to enter this Agreement and any future decisions the Buyer may make with regard to the Property have been and will be made based on the Buyer's own audits, tests, studies and inspections made before the date first written above. If audits, tests, studies and inspections regarding all or part of the Property were not made or performed, the Buyer is bound by whatever information such audits, tests, studies and inspections would have revealed, and the Buyer waives any claim, right or cause of action relating to or arising from any condition of the Property that would have been apparent had such audits, tests, studies or inspections been performed. The Buyer acknowledges and agrees, to the maximum extent allowed by law, that the sale of the Property will be made on a "where is" and "as is" condition and basis.

10. **Special Assessments.** In compliance with Kansas law, Seller hereby discloses to Buyer that the Property is subject to special assessments for the purposes stated below or is located in an improvement district that may occasion the imposition of special assessments on the Property for such purposes, as follows:

THERE ARE NONE.

11. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been delivered (a) by facsimile and considered delivered upon completion of transmittal and confirmation of receipt; (b) by email and considered delivered upon confirmation of receipt by return email; (c) on the first business day after being deposited with a nationally recognized overnight courier service prepaid; or (d) on the second business day after being deposited in the United States registered or certified mail, postage prepaid, in each case and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT (the Agreement) is made and entered into between the City of Maize, Kansas (**Seller**) and Eagles Nest Fellowship Church (**Buyer**). Seller and Buyer agree as follows:

1. **Property.** The Seller agrees to sell and convey to Buyer by a good and sufficient warranty deed, subject to easements, rights-of-way and restrictions, including restrictions set out in paragraph 4 of this Agreement and subject to the following additional restrictions and conditions set forth below in this paragraph 1, the following described real property (the **Property**). The legal description below is subject to revision by a surveyor and/or the Title Company:

Beginning 1203.32 feet West and 655.02 feet North of the Southeast Corner of the Southeast Quarter; thence North 250 feet; thence East 953.32 feet; thence South 250 feet; thence West 953.32 feet to the point of Beginning, Section 36, Township 26, Range 2 West of the 6th P.M., Sedgwick County, Kansas.

2. **Purchase Price.** Buyer agrees to purchase, and to pay to Seller as consideration for the conveyance of the Property, the sum of Sixty-Five Thousand Six Hundred Thirty and No/100 Dollars (\$65,630.00) in the following manner: Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in the form of earnest money, which shall be applied to the purchase price at closing, if such closing occurs, with the balance to be paid in cash or immediately available funds at closing.

3. **Title Evidence.** Seller agrees to share equally with Buyer the closing agent costs and the cost of a title insurance company's commitment and policy to insure the Property, showing a merchantable title vested in Seller, subject to easements, rights of ways and restrictions of record that are acceptable to Buyer.

The title evidence, including exception documents, shall be sent to Buyer for examination by Buyer. Buyer shall have five (5) days after the receipt of the title evidence and exception document to examine and notify Seller in writing of any objections by Buyer to the title evidence. Those items listed on the title commitment or in the title evidence as to which Buyer does not object in writing to Seller within five (5) days after the receipt of the title evidence, or as to which Buyer waives its objection, shall be permitted exceptions. If Seller fails to satisfy all such title objection requirements (and Seller shall use reasonable efforts to do so) within a reasonable time after receipt of Buyer's title objection requirements, Buyer may, at Buyer's election, either: (a) cancel this Agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.

4. **Delivery.** A duly executed copy of this Agreement shall be delivered to the parties.

5. **Earnest Money and Default.** Buyer shall deposit, within five (5) business days of the full execution of this Agreement, with Security 1st Title, in an interest-bearing account, the sum of Two Thousand Five and No/100 Dollars (\$2,500.00), earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price at closing upon acceptance of title by Buyer and delivery of deed by Seller. If Buyer fails to fulfill its obligations under this Agreement, Buyer shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Seller to Buyer, Seller shall be entitled either: a) to cancel this Agreement and the earnest money deposit shall then become the property of Seller, not as a penalty, but as liquidated damages and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Buyer available to Seller at law or in equity, including but not limited to specific performance.

However, if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to Buyer, and this Agreement shall be null and void and of no further force and effect, or Buyer may elect to waive the title objections and close.

If Seller fails to comply with this Agreement, Seller shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Buyer to Seller, Buyer shall be entitled either (a) to receive the return of the earnest money deposit, which return shall operate to terminate this Agreement and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Seller available to Buyer at law or in equity, including but not limited to specific performance.

The three business days notices described in this Section 5 shall be shortened to the day of closing if the scheduled closing date is less than three business days from the cure date in the notice. Notwithstanding any of the other terms of this Agreement providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Agreement or a court order.

6. **Proration.** Seller is a tax-exempt entity and, therefore, is classified as exempt from real estate taxes. Taxes will not be levied for the part of the 2017 tax year that Seller is the owner of the property due to the Seller's tax-exempt status.

7. **Closing Date.** Time is of the essence of this Agreement, and closing for this transaction shall be consummated on or before ten (10) days after the contingencies in paragraph 3 have been waived or removed, in writing.

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9. **Where Is, As Is Condition.** Buyer has carefully examined, or will have examined before closing, the Property. In making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractor or inspector Buyer may have selected. Buyer agrees that the purchase price of the Property was submitted after consideration of all possible defects in the Property. The Buyer is accepting the Property on an "as is" basis and in "where is" condition; and the Buyer's decision to enter this Agreement and any future decisions the Buyer may make with regard to the Property have been and will be made based on the Buyer's own audits, tests, studies and inspections made before the date first written above. If audits, tests, studies and inspections regarding all or part of the Property were not made or performed, the Buyer is bound by whatever information such audits, tests, studies and inspections would have revealed, and the Buyer waives any claim, right or cause of action relating to or arising from any condition of the Property that would have been apparent had such audits, tests, studies or inspections been performed. The Buyer acknowledges and agrees, to the maximum extent allowed by law, that the sale of the Property will be made on a "where is" and "as is" condition and basis.

10. **Special Assessments.** In compliance with Kansas law, Seller hereby discloses to Buyer that the Property is subject to special assessments for the purposes stated below or is located in an improvement district that may occasion the imposition of special assessments on the Property for such purposes, as follows:

THERE ARE NONE.

11. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been delivered (a) by facsimile and considered delivered upon completion of transmittal and confirmation of receipt; (b) by email and considered delivered upon confirmation of receipt by return email; (c) on the first business day after being deposited with a nationally recognized overnight courier service prepaid; or (d) on the second business day after being deposited in the United States registered or certified mail, postage prepaid, in each case and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Buyer:

Eagles Nest Fellowship Church
ATTN: Phil Page, Pastor
Physical Address:
12000 West 29th Street North
Maize, KS 67101
Mailing Address:
P. O. Box 12703
Wichita, KS 67277

If to Seller:

City of Maize, Kansas
ATTN: Richard LaMunyon, City Administrator
10100 West Grady Avenue
P. O. Box 245
Maize, KS 67101

12. **Effective Date.** The Effective Date of this Agreement will be the last date in which this Agreement is accepted and fully executed by Buyer and Seller.

13. **Authority to Bind.** Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.

14. **Good Faith.** Each party to this Agreement shall use good faith and reasonably commercial efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all other parties in doing so.

15. **Agreement to Terms.** Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.

16. **Binding Effect.** This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns.

17. **Electronic Signatures and Fax Signatures.** Hand signatures transmitted by fax or electronic mail (such as PDF) are permitted as binding signatures to this Agreement. Signatures may be signed in counterpart, on separate pages, and then assembled as the complete agreement of the parties.

18. **Days of Performance.** If the date for the performance of any obligation, or the giving of any notice, by Seller or Buyer hereunder falls upon a Saturday, Sunday or legal holiday recognized by the United States government, then the time for such performance or notice shall be extended until the next business day (a "Business Day").

Signatures follow on the next page.

SELLER:

CITY OF MAIZE, KANSAS

By _____
Clair Donnelly, Mayor

ATTEST:

By _____
Jocelyn Reid, City Clerk

BUYER:

EAGLES NEST FELLOWSHIP CHURCH

By _____
Printed Name: _____
Title: _____
Date signed: _____

August 2017



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- The department has taken receipt of our new patrol cars. One was an insurance claim due to high water and the other was a scheduled replacement in the 2017 budget. Both are being up fitted by public works and graphics applied by our sign vendor.
- Officers Wiggins and Dover have assumed duties within the school for the start of the new school year.
- Sergeant Catherine Herr remains on deployment for the Air Force and has notified us that her deployment will likely be extended for a two year period beginning in late September. If this occurs, we plan to underfill her position with a full-time officer to maintain essential manpower and staffing levels.

Budget status: N/A

Major purchases: None

Current Staff Levels.	Monthly Activities
11 Full-time	March Police Reports - Unav.
2 Part-time	March calls for service - 697
1 Reserve	Community Policing:
3 Reserve -Vacant	NNO was another success thanks to the hard work of Officer Dover and Officer Wiggins.

PUBLIC WORKS REPORT 8-15-2017

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom. This is all done 365 days a year.
- Check signs, streets, drainage all over the city.
- We continue to mow somewhere nearly every day. Ditches, Parks, both ponds, well houses and lift station areas, all ditches and road ROW,s. Glad we have been given the equipment to do a proper job on mowing.

Special Projects

- The roof that was destroyed in the wind storm earlier this spring has now been replaced with additional cables to help alleviate the chances of that happening again. It looks as good as new.
- Tyler Road is now paved and striped.
- We made major repairs on the sprinkler system at City Hall to repair a water leak.
- We milled some of the “bumps” at 45th and Maize Road. Milled and installed hot asphalt at a problem area at 45th at Opal. Installed hot asphalt also on an old patch at Irma and Atherton.
- Worked on one of the new police cars installing lights, siren, crash bumper and cage.
- Dug one grave this past month.
- We have started installing asphalt chips on the old roads in the old part of the Cemetery. We are working on completing that and getting the trees planted in the new part as well as getting a sprinkler line installed to water the trees. We are working with Hugh Nicks to accomplish this.
- The Community Building concrete work is completed. We are now going to install 4 new picnic tables with a concrete floor under each. Also a bike rack will be installed as well as couple more benches.
- The sewer lines that were scheduled for cleaning this year have been completed. We have several lines that are in need of repair that we will discuss when money is available.
- I have included several pages of other things we do and other calls we get on a daily basis just to let you all know that there are many other things we do during the month that are never included in my report but do occur daily. These are in addition to the regular work that is scheduled or in need of getting done.

Ron Smothers

UTILITY LOCATES 2017

DATE	ADDRESS	DATE	ADDRESS
7/27/2017	11608 Wilkinson	8/3/2017	45th and 119th W.
	4882 Emerald Ct.		1500' so of 45th So. (Edward Rose)
	318 S. Park		
	61st & Maize Rd.	8/4/2017	Cathy @ Academy
	4054 Goldenrod Ct.		3244 No. 124th West
	3924 Sage Ct.		4513 Jill Circle
	11716 Wilkinson		4508 Jill Circle
			4516 Jill Circle
7/28/2017	4031 Parkdale		4807 Emerald Ct
	3818 Lilly		4803 Emerald Ct
	3814 Lilly		11316 W. Sondra St
	3810 Lilly		4823 No. Emerald Ct
	9410 Moss Rosse Ct		4406 N. Jill Ist
			4426 N. Jill St
7/31/2017	501 So Trotter (emergency)		3830 N. Lilly Circle
	319 Johathan (emergency)		
	4600 No Maize Road	8/7/2017	4011 Parkdale
	45th and 119th W.		950 Stetson Circle
			11607 Wilkinson St
8/1/2017	4600 No. Maize Road		3904 No. Lilly Circle
	4031 Fiddlers Cove		9752 Village Place
	4750 No. 119th W.		4114 Stonebarn St.
	45th W. of Carriage Road		919 So. James Ct
			805 So Carriage St
8/2/2017	4031 Fiddlers Cove		628 Horseshoe Bend
	7300 Hidden Acres		624 Horseshoe Bend
	4750 No 119th		So. Cathy and Academy St
	4100 Reed Avenue		9752 Village Place
	633 So Longbranch		4011,4013,4015 N. Parkdale
	9500 Moss Rose		736 E Iarame Circle
	4615 No Maize Road		45th a@ 119th
	706 Horseshoe bend		Cathey @ Academy St
	620 Horseshoe Bend	8/8/2017	4414 N Jill
	616 Horseshoe Bend		616 Horseshoe Bend
	7718 W. 53rd		9760 Village Place
	53rd W. of 119th No.		9768 Village Place
			4925 No. Maize Road
8/3/2017	808 So Longbranch		317 So King St
	304 So Park		4123 Parkdale circle
	9712 Village Place		4700 no 119th W
	4702 Emerald ct	8/9/2017	8122 W. Mystic Lakes South
	4803 Emerald Ct		4035 N Bluestem Ct
	3141 W. 31St No.		4039 N Bluestem Ct
	5255 No. Maize Road	8/10/2017	3837 N Watercress Ct
	6000 No. Maize Road		3823 N Lilly Ct

UTILITY LOCATES 2017

8/10/2017	45th and 119th W.		
	950 E Stetson Circle		
	11249 Sandra St		
	4512 N Jill Circle		
	4411 Jill St		
8/11/2017	Lot 29, Block 5, on Horseshoe Bend		
	621 S horseshoe Bend		
	624S Horseshoe Bend		
	4520 N Jill circle		
	3900 N Watercress Lane		
	10917 W hampton Lakes Road		
8/14/2017	3924 N Sage Ct		
8/15/2017	Jill at Wilkinson - Emergency 6:00pm		
	4031 N fiddlers cove		
	11600 W 45th St N		
	4031 N Parkdale St		
	4750 N 119th St W		
	4600 N Maize Road		
	4100 N Reed Ave		

SHUT-OFF LIST
AUGUST 1, 2017

NAME	AMT. DUE	R/C FEE	TOTAL	ADDRESS	COMMENTS
WESTBROOK, JUSTIN	\$ 63.70	\$ 50.00	113.70	4631 N MAIZE RD	
KILGORE, LANDON	\$ 41.70	\$ 50.00	91.70	200 S PARK	
HENDERSON, EDWARD	\$ 67.86	\$ 50.00	117.86	536 S JAMES AVE	
MARTIN, PAUL	\$ 63.67	\$ 50.00	113.67	127 JONES ST	
CASKEY, KENT	\$ 139.71	\$ 50.00	189.71	105 E SEDGWICK #19	
WAGONER, RODNEY	\$ 273.90		273.90	105 E SEDGWICK #20	LOCK
LAMBERT, SAMUEL	\$ 185.80	\$ 50.00	235.80	105 E SEDGWICK #24	
BOHANNAR, SHELBEE	\$ 71.99	\$ 50.00	121.99	300 W ALBERT #8	
MCGEHEE, SHAWN	\$ 88.12	\$ 50.00	138.12	241 S QUEEN CIRCLE	
OWENS, KEITH	\$ 71.99	\$ 50.00	121.99	11331 W WILKINSON CT	
MASTERSON, JENNY	\$ 105.95	\$ 50.00	155.95	871 E PLANTATION RD	
BATES, RAY	\$ 76.13	\$ 50.00	126.13	716 HIGH PLAINS CIRCLE	
TORRES, CRYSTAL	\$ 91.03	\$ 50.00	141.03	646 E PLANTATION	
BRWON, BILLY	\$ 76.13	\$ 50.00	126.13	621 S LONGBRANCH DR	
PEREZ, ELENA	\$ 83.58	\$ 50.00	133.58	708 S LONGBRANCH DR	
HUEY, ALAN	\$ 243.80	\$ 50.00	293.80	3933 N WATERCRESS CT	
CLAEYS, JOSEHP	\$ 57.32	\$ 50.00	107.32	9737 VILLAGE PLACE	
LEE CONSTRUCTION	\$ 63.67		63.67	4030 N STONE BARN	
SKELTON, AMBER	\$ 177.37		177.37	301 S KHEDIVE	LOCK

**SENIOR CITIZENS (OVER 60)
TREE LIMB SIGN UP SHEET**

MONDAY, AUGUST 7

Name	Location of Brush	Phone Number	
MELVIN JOHANSON	501 TROTTER	316-722-2375	X
RUTH BUELL	228 E LIBERTY ST	316-518-9279	
MELODY LEE	10520 W 33 RD	316-644-1196	X
KIT BALEE	111 S QUEEN	316-519-2033	
CURRIER	212 S PARK	316-213-2857	X
KAREN RAMEY	107 S QUEEN ST	316-992-4222	
RANDY MARTIN	718 TROTTER	316-729-8122	X
MARY NICHOLSON	101 S PARK NORTH SIDE OF HOUSE AND IN FRONT	316-573-1550	
MARY NICHOLSON	103/5 S PARK		X
BRUCE KNOTT	10709 W CORA CIR	316-729-0325	X
TIM MEYERS	111 S PARK	316-616-8228	
MRS. CRUSINBERRY	BETWEEN 710-718 TROTTER	316-722-0502	X
BONNIE TYMESON	108 S PARK	316-721-6183	
LYLE JONES	831 TROTTER	316-729-7477	X
MARY TYNES	301 S KING	316-722-7874	
CAROL SONDERFUR	10402 W 33 RD ST N	316-648-0694	X
TERRY MCCLURE	303 S PARK	316-214-4299	
JAMES BYRD	502 OPAL	316-708-3313	

JERRY HOHLER	11800 CEDAR LN	316-207-7081	X
RICKY BRYANT	734 SURREY LANE	316-250-8429	X
PHILIP ARNOLD	3310 LOLA ST.	316-729-8479	X
RICHARD LAMUNYON	10624 W 31 ST N		X

REQUESTS FOR SERVICE 7/18/17-8/15/17

Work Order #	Date	Service Address	Description of Job	Requested By	Contact Number	Assigned to	Due Date	Completed Date
004007	7/18/2017	716 S LONGBRANCH DR	CHECK METER FOR LEAK	CARMELL PERERA		NV & RJ	7/19/2017	7/19/2017
004008	7/19/2017	4114 N STONEBARN CT	TURN METER ON	LISA HAMBELTON		MIKE & GENE	7/19/2017	7/19/2017
003975	7/19/2017	4005 N BLUESTEM	READ METER	SEBASTIAN CZIENER		MIKE & GENE	7/19/2017	7/19/2017
1	7/18/2017	11600 W 45TH ST N	METER SET	USD 266		NV	7/18/2017	7/18/2017
004011	7/19/2017	728 S LONGBRANCH DR	REPLACE METER LID	KLAUSMEYER CONSTRUCTION		RS	7/20/2017	7/20/2017
0102	7/21/2017	MEADOWS LIFT STATION	MEADOWS LS EMERGENCY CALL OUT AT 6:45AM. NICK & DUSTIN RESPONDED. FOUND THE WETWELL IN HIGH LEVEL STATE. PUMP WAS CATCHING UP ON ARRIVAL. HIGH WET WELL FLOAT WAS HIGHER THAN LAG FLOAT (CORRECTED). LEFT WHEN WETWELL LEVEL RETURNED TO NORMAL. NO PUMP ISSUE WAS FOUND.	MEADOWS LIFT STATION		NV & DV	7/21/2017	7/21/2017
004013	7/20/2017	11751 W WILKINSON CT	READ METER	KELLY SIMON		DH	7/20/2017	7/21/2017
2/0106	7/25/2017	838 ATHERTON	WATER STANDING AROUND METER AND IN DITCH	WILLIAM MACKEY	316-722-5250	NV	7/26/2017	7/26/2017
0105	7/25/2017	COMFORT HOME DRIVEWAY	REQUEST TO CHECK STUB OUT	COMFORT HOMES		NV	7/25/2017	7/25/2017
0101	7/19/2017	4009 WESTBROOK CT	SCAN METER	SUE		NV	7/19/2017	7/19/2017
0103	7/22/2017	NORTH WATER WELL	CHLORINE FEED ISSUE	NICK		NV	7/22/2017	7/22/2017
0201	7/25/2017	735 HIGH PLAINS	CLOGGED DRAIN AFTER CLEAN OUT	PRIDDLE		JP	7/25/2017	7/25/2017
0011	7/19/2017	DON KLAUSMEYER NEW	BROKEN METER RING	DON KLAUSMEYER		RS	7/19/2017	7/19/2017
3	7/25/2017	9739 VILLAGE PLACE	BROKEN METER COVER	ROBERT BULMAN	316-706-9006	NV	7/25/2017	7/27/2017
004023	7/26/2017	600 S LONGBRANCH DR	METER READ	RYAN NEUFELD		NV	7/26/2017	7/27/2017
4	7/28/2017	710 SURREY LN	CHECK METER FOR LEAK	BRENDA ROBERTSON	316-993-3101	DANIEL	7/28/2017	7/28/2017
004021	7/25/2017	4051,4053,4055 PARKDALE	RAISE METER	ROBL CONSTRUCTION		MIKE & GENE	7/28/2017	7/28/2017
004021	7/25/2017	10959,10961, 10963 HEARTHSTONE	RAISE METER	ROBL CONSTRUCTION		MIKE & GENE	7/28/2017	7/28/2017
00418	7/28/2017	8420 W CORAL	METER READ	BIRAN FULGHAM		DANIEL	7/28/2017	7/28/2017
	7/28/2017	Cemetery 03-089-000004, 5, 6	Fill dirt for Block 3, Lot 89, Sp 4, 5, 6	PAMELA KEITHLEY	316-883-2162	MIKE & RS	7/28/2017	7/31/2017
0013	7/31/2017	11249 SONDRRA CT	DRIVE APPROACH INSPECTION	CONTRACTOR		RS	7/31/2017	7/31/2017
5	7/31/2017	4925 N MAIZE RD	READ METER	RICHARD RUTHBUN 4	316-644-1216			
6	7/31/2017	213 S KING	READ METER	JOANNA KILGORE		ROSS & MIKE	8/1/2017	8/1/2017
7	7/31/2017	220 S QUEEN CIRCLE	READ METER	SCOT MURPHY	316-806-6003	DANIEL	7/31/2017	7/31/2017
8	8/1/2017	9712 VILLAGE PLACE	READ METER	BRADLEY BECKER	918-557-4492	DANIEL	8/1/2017	8/1/2017
9	7/20/2017	127 E ACADEMY AVE	READ METER	ANDREW KALDENBACH	316-706-3982	DANIEL	8/1/2017	8/1/2017
004020	8/2/2017	705 High Planes Cir	READ METER	ROBERT LENDENMANN		DANIEL	8/2/2017	8/2/2017
004029	8/2/2017	4925 N MAIZE RD	READ METER & TURNED ON	RICHARD RUTHBUN 4		MIKE&DENSBY	8/1/2017	8/1/2017
004030	8/2/2017	213 S KING	READ METER & TURNED ON	JOANNA KILGORE		MIKE&DENSBY	8/1/2017	8/1/2017
004031	8/2/2017	10840 W CLUBVIEW RD	READ METER	PARRICIA HUNTER		MIKE&DENSBY	8/1/2017	8/1/2017
004047	8/2/2017	536 S JAMES AVE	CHECK WATER PRESSURE	EDWARD HENDERSON	316-312-0006	RS	8/2/2017	8/4/2017
004048	8/3/2017	4019 N BLUESTEM ST	READ AND LEAVE ON	GINA BEARD		DANIEL & MIKE	8/10/2017	8/10/2017
004049	8/3/2017	10936 W HAMPTON LAKES	READ AND LEAVE ON	TYLER HEIDE				
0014	8/4/2017	WASTEWATER PLANT	CHLORINE RESIDUAL ISSUE	WASTEWATER PLANT		NICK, JEFF, MATT	8/4/2017	8/4/2017
004050	8/8/2017	241 S QUEEN CIR	READ METER	KGB LLC		DANIEL	8/8/2017	8/8/2017
10	8/8/2017	4702 N EMERALD CT	METER SET	NEW CENTURY HOMES		DANIEL & GENE	8/8/2017	8/8/2017
004052	8/8/2017	105 E SEDGWICK #9	LOCK METER	JUSTIN WESTHOFF	316-303-6098	DANIEL	8/8/2017	8/9/2017
004053	8/8/2017	105 E SEDGWICK #17	LOCK METER	JUSTIN WESTHOFF	316-303-6098	DANIEL	8/8/2017	8/9/2017
004055	8/8/2017	960 STETSON CIRCLE	CHECK OUT DRAINAGE DITCH	GARY WELSH	316-708-4447		8/8/2017	
004056	8/10/2017	4318 N MAIZE RD	METER READ	NIKOLAS KOLECZEK	316-522-3602		8/10/2017	
004060	8/10/2017	10963 W HEARTHSTONE	METER READ	HL VILLAS	316-942-7625		8/17/2017	
004061	8/10/2017	10961 W HEARTHSTONE	METER READ	HL VILLAS	316-942-7625		8/17/2017	
004062	8/10/2017	10959 W HEARTHSTONE	METER READ	HL VILLAS	316-942-7625		8/17/2017	
004057	8/10/2017	4051 N PARKDALE	METER READ	HL VILLAS	316-942-7625		8/25/2017	
004058	8/25/2017	4053 N PARKDALE	METER READ	HL VILLAS	316-942-7625		8/25/2017	
004059	8/25/2017	4055 N PARKDALE	METER READ	HL VILLAS	316-942-7625		8/25/2017	
11	8/10/2017	115 S PARK	METER SET	ASHLEY THOMPSON	316-641-7918		8/11/2017	
12	8/9/2017	823 S LONGBRANCH	LEEK CHECK	MARK HAAS	316-806-8039	RS	8/10/2017	8/11/2017
004063	8/11/2017	836 OPAL	READ AND LEAVE ON	RICHARD JAICE	316-305-3602	DANIEL	8/11/2017	8/15/2017
004064	8/11/2017	625 HORSESHOE BEND	READ AND LEAVE ON	ANTHONY SHORT	316-204-9279	DANIEL	8/11/2017	8/15/2017

City Engineer's Report

8/21/2017

Maize Middle School

It was completed on time and the school is open and fully functioning.

Maize High School

Construction is continuing on the exterior of the Career and Technology Education Center at Maize High School.

Watercress Villas

The clubhouse is scheduled to be complete on October 1st. This area will function as their sales office to sign contracts for apartment units. Units will become available as soon as they are completed with the units at the west end completing first and continuing to the east.

Copper Creek Apartments

Staff is currently working with the developer to figure out the details for the second phase drainage plan.

PLANNING ADMINISTRATOR'S REPORT

DATE: August 21, 2017

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

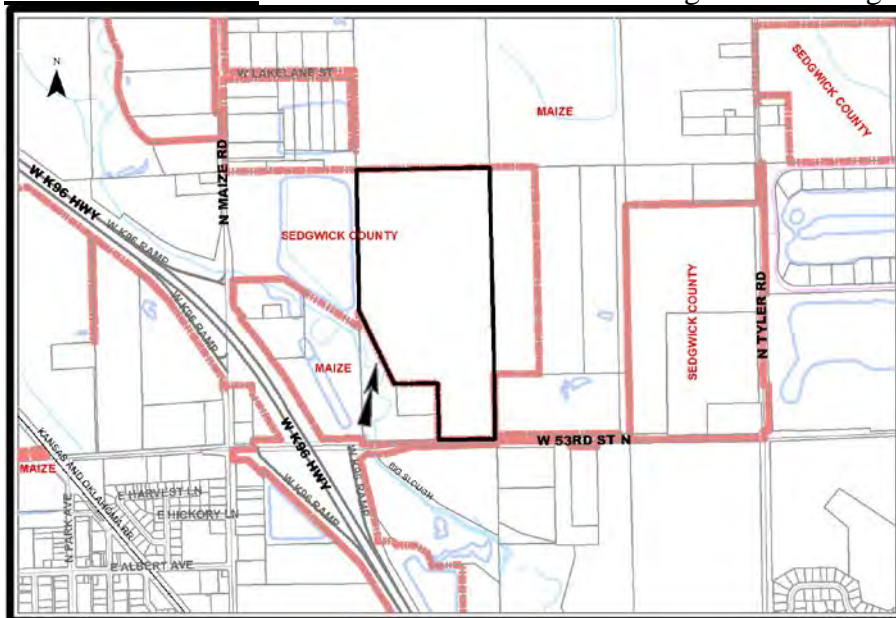
RE: Regular August Council Meeting

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

1. Watercress Apartment development – Construction continues with an anticipated opening date of fall 2017. Plans are being made to serve the sign with electricity that is planned for construction within the Ranch Road right-of-way. We expect the sign to be constructed 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 late summer. Richard and I will be meeting with Graham Smith from Gould Evans on Thursday, the 17th and can report on this at the Council meeting.
3. Cypress Point Addition – a plat for 37 single-family lots on 20 acres on the north side of 37th Street approximately ¼ mile west of Tyler. The final plat was reviewed and approved by the Planning Commission on August 3, 2017 and is expected to be presented to the Council at your September meeting.
4. Sedgwick County Zone change request and conditional use – a zone change from RR to Limited Industrial and for a Conditional Use to allow sand extraction and rock crushing on the north side of 53rd Street approximately ¼ mile east of K-96. See attached maps, application and staff report from MAPD. The MAPC reviewed and approved this request on August 10th and it will be reviewed by the Board of Sedgwick County Commissioners on September 12th.
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.

STAFF REPORT
MAPC August 10, 2017

- CASE NUMBER:** ZON2017-00028 and CON2017-00029
- OWNER/AGENT:** Russell Investments, LLC, Jay Russell/Baughman Company, PA, Russ Ewy
- REQUEST:** Zone Change to SF-10 Single-Family Residential and LI Limited Commercial and Conditional Use to permit Mining or Quarrying, specifically the extraction and removal of sand, and rock crushing
- CURRENT ZONING:** RR Rural Residential
- SITE SIZE:** Approximately 69-acres
- LOCATION:** Generally located on the north side of West 53rd Street North and approximately 1,000 feet east of K-96 Highway
- PROPOSED USE:** Extraction of sand and gravel crushing



BACKGROUND: The applicant is requesting a zone change from RR Rural Residential to SF-10 Single-Family Residential (SF-10) and LI Limited Industrial (LI), and a Conditional Use to permit mining or quarrying of sand, and rock crushing. The subject property is located on the north side of West 53rd Street North and approximately 1,000 feet east of K-96 Highway. The property is in unincorporated Sedgwick County, and abuts the City of Maize.

At the conclusion of sand extraction operation, the proposed SF-10 zoning district would allow the construction of approximately 50 single-family homes and a lake as shown on the redevelopment plan. Please note that this preliminary plan provides 50 lots with one point of access. The final plan will have to be revised to show a second point of access for this number of lots.

The proposed LI zoning would create two, three acre industrial parcels on the frontage of the property. Please see the attached redevelopment plan related to the application.

The Conditional Use request would allow a sand extraction/mining operation and related gravel crushing on the site, as shown on the attached operational site plan. Details on the operation are as follows:

- The sand extraction operation and rock crusher would have daily hours of operation from 6:00 a.m. to sunset.
- The sand extraction/mining facility and rock crusher will have an approximate 15-year duration.
- Topsoil will be removed from the site, and sand extraction operations will be within the designated area on the operational site plan.
- Material for rock crushing will be clean concrete and asphalt debris. The crushed gravel aggregate from this debris will be used for local construction and road projects. The rock crusher will operate in the designated area on the operational plan.
- The rock crusher will not be used daily, it will operate at times when there is sufficient material for crushing.
- The facility will comply with permit requirements of the Kansas Department of Health and Environment.
- A watering truck will be kept on-site to water all access roads and driveways for the sand extraction operation and rock crusher.
- The rock crusher will be equipped with a dust suppression/watering system to reduce dust from the crusher operation.
- The sand extraction operation and rock crusher would generate approximately 80 trucks per day.

The Unified Zoning Code (UZC) includes supplementary use regulations for mining and quarrying. Section III-D.6.gg. provides twenty-three standards and regulations for sand extraction operations. These include requirements on perimeter fencing, dust control, minimum water levels, overburden and stockpile locations, drainage requirements, and other important standards.

North of the subject property is a large vacant agricultural parcel zoned RR. South of the site is vacant property currently in the City of Maize. East of the site is vacant agricultural land zoned RR. West of the property is a vacant property zoned RR. There is single-family home west of the property on West 53rd Street North. East of the site along West 53rd Street North to the Arkansas River are approximately eight similar sand extraction operations.

This application is similar to a sand extraction operation and rock crusher conditional use on West 45th Street North and North Hoover Street, CON2014-00012 and CON2017-00004.

CASE HISTORY: The subject property is vacant and unplatted.

ADJACENT ZONING AND LAND USE:

NORTH:	RR	vacant agricultural
SOUTH:	City of Maize	single-family residence, vacant agricultural
EAST:	RR	vacant agricultural
WEST:	RR	vacant agricultural

PUBLIC SERVICES: Access to the site is proposed to be from West 53rd Street North, a two-lane arterial road, with 60 feet of full right-of-way. Truck traffic from the operation could cause congestion on the public streets and the need for increased maintenance. Utilities will have to be extended to the property.

CONFORMANCE TO PLANS/POLICIES: The property is in the City of Maize Small City Urban Growth Area, as designated on the Urban Growth Area Map of the *Community Investment Plan*. The City of Maize was advised of this application on July 18, 2017, and the City has been provided a copy of this staff report and information on the public hearing.

RECOMMENDATION: The sand extraction mine and related rock crushing operation would provide essential material needed for to local construction projects of all types. The eventual redevelopment of the property with single-family homes at the conclusion of the sand extraction operation is common in this area. Based upon information available prior to the public hearings, planning staff recommends that the request be *APPROVED*, subject to the following conditions:

1. The mining/sand extraction operation shall meet all the supplementary use provisions of UZC Section III-D.6.gg.
2. The facility shall be operated as shown on the Operational Site Plan for CON2017-00029, prepared by Baughman Company.
3. The sand extraction operation and rock crusher shall have daily hours of operation from 6:00 a.m. to sunset.
4. The sand extraction/mining facility and rock crusher will have an approximate 15-year duration. This time period shall begin from the start of mining activities. The applicant shall notify MAPD of the start date.
5. Topsoil will be removed from the site, and sand extraction operations will be within the

- designated area on the operational site plan.
6. Material for rock crushing shall be clean concrete and asphalt debris. The rock crusher will operate in the designated area on the operational plan.
 7. The rock crusher shall not be used daily, it will operate at times when there is sufficient material for crushing.
 8. The facility will comply with permit requirements of the Kansas Department of Health and Environment.
 9. A watering truck will be kept on-site to water all access roads and driveways for the sand extraction operation and rock crusher.
 10. The rock crusher will be equipped with a dust suppression/watering system to reduce dust from the crusher operation.
 11. Dedication of right of way to provide a total of 60 feet across the West 53rd Street North frontage.
 12. Dedication of access controls on the West 53rd Street North frontage limiting access to one point, preferably near the center of the property.
 13. Provide a drainage plan meeting the requirements of the Wichita-Sedgwick County Stormwater Manual.
 14. Dedication of drainage easements as needed to accept runoff from off site and convey it through the site as indicated by the approved drainage plan.
 15. Dedication of reserves to protect areas of the property that are covered by floodplain.
 16. If the Zoning Administrator finds that there is a violation of any of the conditions of this Conditional Use, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

The staff's recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** North of the subject property is a large vacant agricultural parcel zoned RR. South of the site is vacant property currently in the City of Maize. East of the site is vacant agricultural land zoned RR. West of the property is a vacant property zoned RR. There is single-family home west of the property on West 53rd Street North. East of the site along West 53rd Street North to the Arkansas River are approximately eight similar sand extraction operations.

This application is similar to a sand extraction operation and rock crusher Conditional Use on West 45th Street North and North Hoover Street, CON2014-00012 and CON2017-00004.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned RR and the property could be developed with permitted uses in this zoning district. Allowing the uses proposed with the Conditional Use application will provide materials important to local construction projects. The future redevelopment of the site with single-family homes will allow residential uses that are consistent with the area.
3. **Extent to which removal of the restrictions will detrimentally affect nearby**

property: The Supplemental Use Regulations of the UZC are designed so mining and quarrying operations do not have an adverse impact on surrounding properties. The proposed Conditional Use shall meet all twenty-three Supplemental Use Regulations and should not detrimentally effect nearby property. Dust control is a major concern with operations such as this, and watering of haul roads and a watering system on the rock crusher will help compliance with these standards. The eventual redevelopment of the property with single-family homes will provide a development that is compatible with the area.

4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The property is in the City of Maize Small City Urban Growth Area, as designated on the Urban Growth Area Map of the *Community Investment Plan*. The City of Maize was advised of this application on July 18, 2017, and the City has been provided a copy of this staff report and information on the public hearing.
5. **Impact of the proposed development on community facilities:** The primary impact of the proposed use is an increase in truck traffic on West 53rd Street North. Truck traffic could cause increased congestion on public streets and the need for additional street maintenance.

Staff Report Attachments:

1. Operational Site Plan
2. Redevelopment Plan

APPLICATION

This form MUST be completed and filed at the Planning Department, Tenth Floor, City Hall, 455 N. Main St., Wichita, KS, 67202 in accordance with the directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for the type of application being submitted. A separate application form and filing fee is required for each application. A preapplication conference with the planning staff is recommended before filing this application.

SECTION I

This property is located within: Wichita Sedgwick County (unincorporated)

Metropolitan Area Planning Commission:

- Zone Change: From zoning district: "RR" Rural Residential to "LI" Limited Industrial
- Planned Unit Development: Approval Amendment to PUD _____ Adjustment to PUD _____.
- Community Unit Plan: Approval Amendment to CUP _____ Adjustment to CUP _____.
- Protective Overlay: Approval Amendment to PO _____ Adjustment to PO _____.
- Conditional Use: To allow sand extraction and rock crushing. Zone district "LI"

Adjustment to approved Conditional Use / CON Number: _____.

Vacation of: _____ Zone district _____

Administrative Permit: To allow _____ foot high wireless communication facility. Zone district _____

Off-Site Billboard Sign within _____ feet of a residential lot/structure. Zone district _____

Board of Zoning Appeals:

Variance: To allow _____ Zone district _____

Appeal of: _____ Zone district _____

Zoning Adjustment: To allow _____ Zone district _____

Sign Code Adjustment: To allow _____ Zone district _____

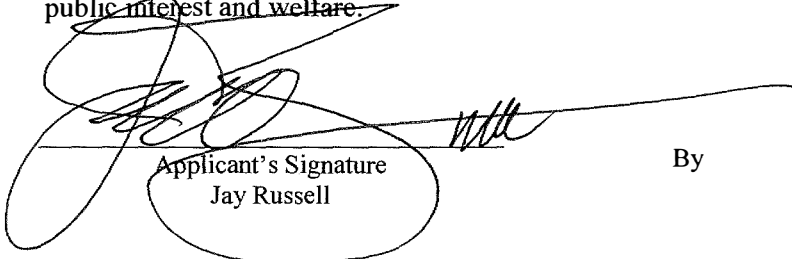
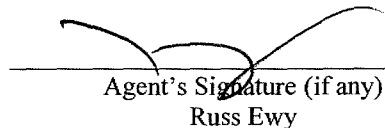
SECTION II

1. The application area is legally described as Lot(s) (see attached); Block(s) _____; _____ Addition, (Wichita), Sedgwick County, KS. If appropriate, a metes and bounds description may be attached.
2. The application area contains 69 acres (more or less).
3. This property is located at (address) N/A which is generally located at (relation to nearest streets) North of 53rd Street N and east of K-96 Highway.
4. We file this request for the following reasons:
To permit a sand extraction and recycling use, as well as allow limited industrial development along the subject property's 53rd Street frontage.
5. County Control Number: 00286854.

6. The names of the owners, all property included in this application MUST be listed as applicants. Contract purchasers, lessees or others directly associated with the property may also be listed if they desire to be advised of the proceedings.

A.	APPLICANT ADDRESS	Russell Investments, L.C. (attn: Jay Russell) P.O. Box 75337, Wichita, Kansas	PHONE 722-2417 ZIP CODE 67275-5337
	AGENT ADDRESS	Baughman Company, P.A. (attn: Russ Ewy) 315 Ellis, Wichita, Kansas	PHONE 262-7271 ZIP CODE 67211
B.	APPLICANT ADDRESS		PHONE ZIP CODE
	AGENT ADDRESS		PHONE ZIP CODE
C.	APPLICANT ADDRESS		PHONE ZIP CODE
	AGENT ADDRESS		PHONE ZIP CODE

7. We acknowledge receipt of the instruction sheet explaining the method of submitting this application. We realize that this application cannot be processed unless it is completely filled in; is accompanied by a current abstractor's certificate as required in the instruction sheet; and is accompanied by the appropriate fee. We further certify that the foregoing information is true and correct to the best of our knowledge. We acknowledge that the MAPC, Governing Body, or Board of Zoning Appeals shall have the authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.


 Applicant's Signature
 Jay Russell
 By
 
 Agent's Signature (if any)
 Russ Ewy

Applicant's Signature By Agent's Signature (if any)

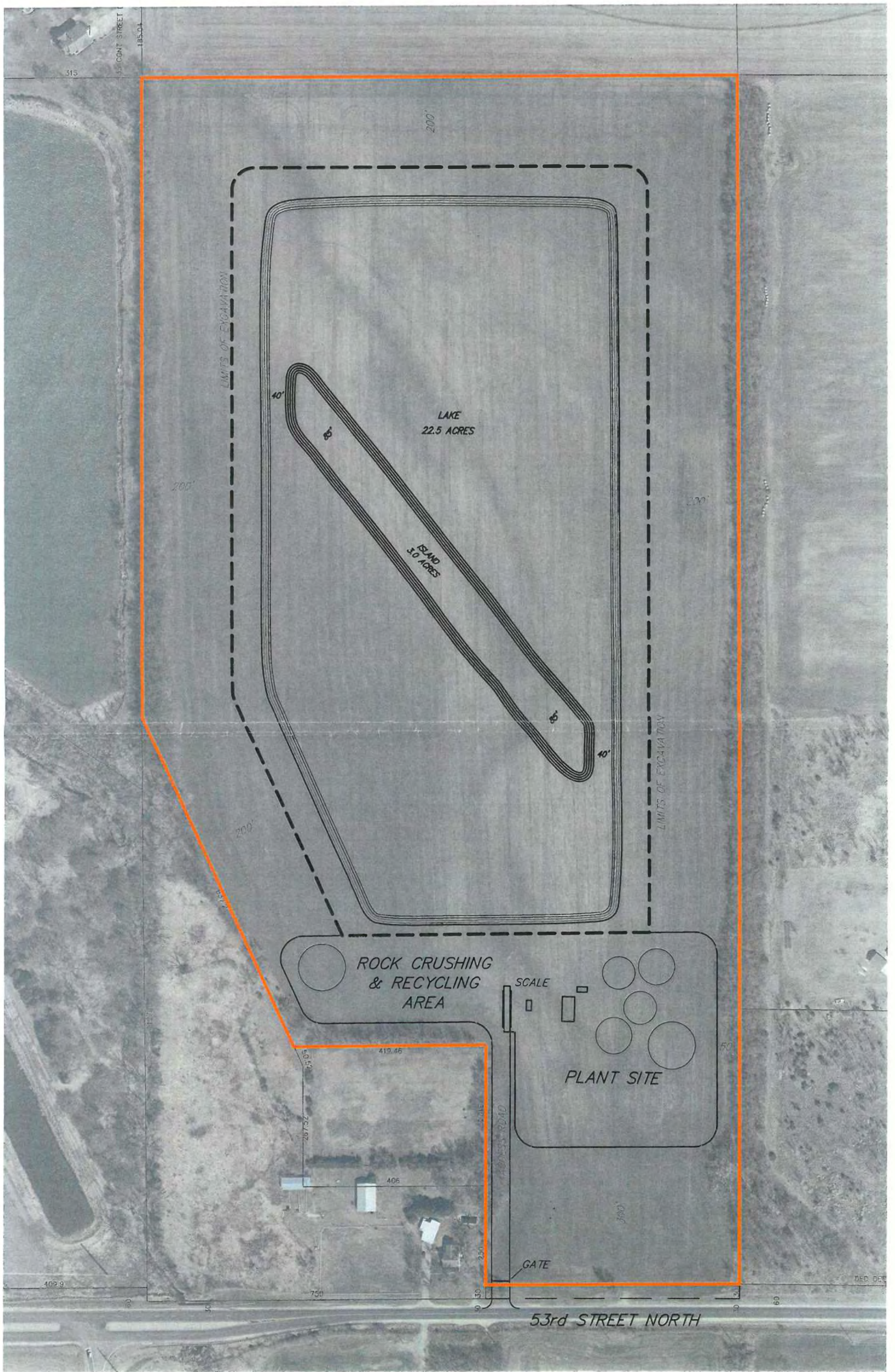
The Petition must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this application.

FOR OFFICE USE ONLY

Map 4854 (Zoning (N) _____ (S) 4 (E) _____ (W) _____ MAPC/BZA _____ Township _____
 Council/Commission District _____ DAB _____ Small City PC MAIZE
 HOA/NA _____ Date _____ Fee _____ Received By _____

REQUIRED DOCUMENTS:

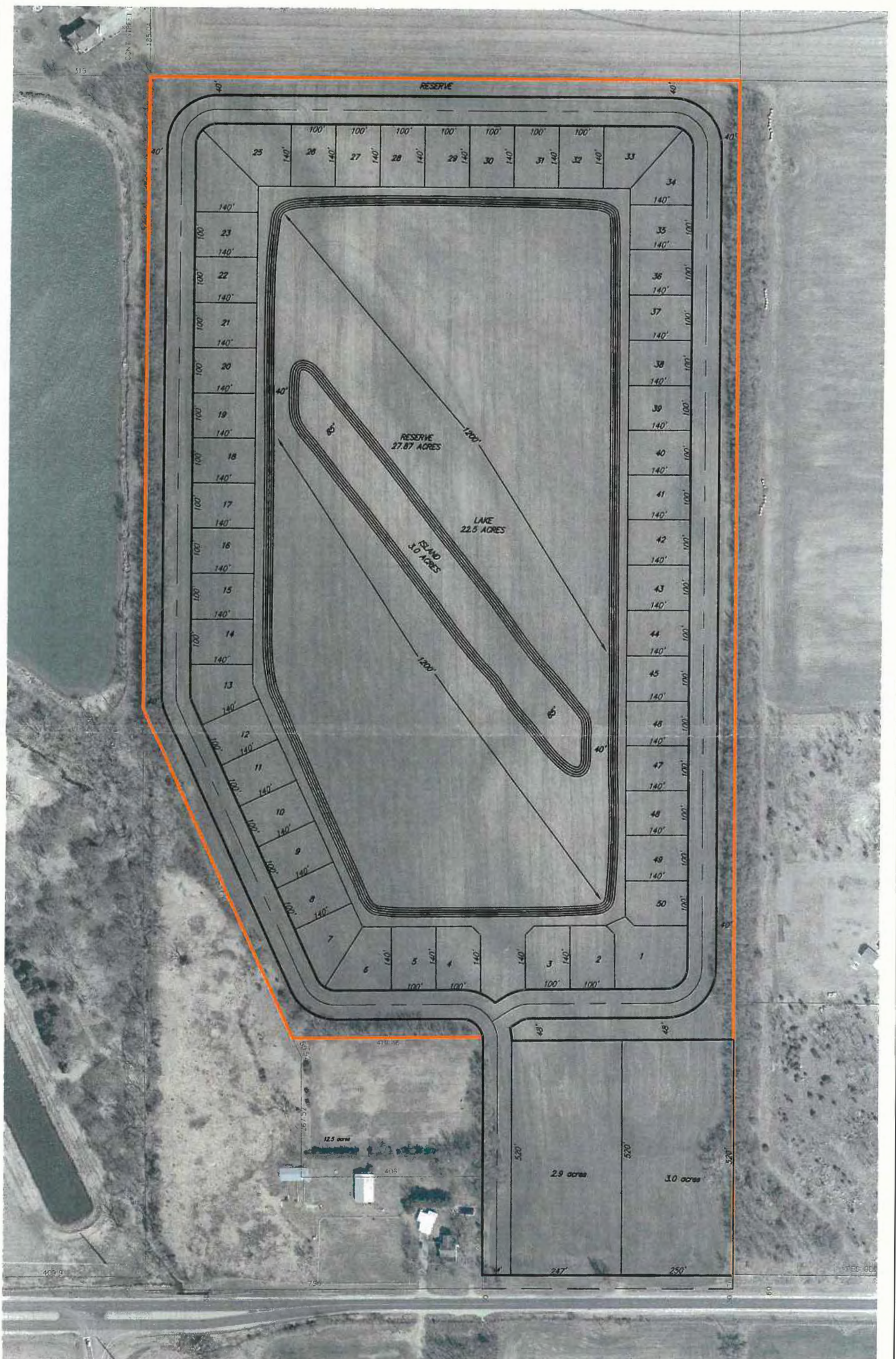
Ownership List Legal Description Site Plan
 BZA Justification Vacation Petition Signs



CON2017-?? OPERATIONAL SITE PLAN

K-96 HIGHWAY AND 53RD STREET NORTH

Regular Council Meeting Aug 21, 2017



CON2017-?? REDEVELOPMENT PLAN

K-96 HIGHWAY AND 53RD STREET NORTH



SCALE: 1" = 200'
City of Maize, KS

Regular Council Meeting Aug 21, 2017



BAUGHMAN



**City Clerk Report
REGULAR COUNCIL MEETING
August 21, 2017**

Year to date status (Through 7/31/17):

General Fund –			
	Budget	YTD	
Rev.	\$3,251,293	\$2,629,545	80.88%
Exp.	\$3,375,058	\$2,263,014	67.05%
Streets –			
Rev.	\$302,350	\$ 223,806	74.02%
Exp.	\$308,050	\$ 187,815	60.97%
Wastewater Fund-			
Rev.	\$784,000	\$ 521,418	66.51%
Exp.	\$768,863	\$ 460,580	59.90%
Water Fund-			
Rev.	\$779,925	\$ 540,210	69.26%
Exp.	\$779,925	\$ 498,501	63.92%

Health & Dental Benefits

Per Council's request, here are the 2017 numbers (through 7/31/2017) 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:	\$204,300.09	\$ 51,084.30	\$255,384.39
Dental:	13,454.86	3,365.59	16,820.45
Life:	<u>7,548.64</u>	<u>0</u>	<u>7,548.64</u>
	\$225,303.59	\$ 54,449.89	\$279,753.48

USD 266/Maize SRO Shared Costs

There are no shared costs to report for July so I did not include a report for this month.

2017 Budget Amendment

We will have to amend the 2017 budget this year. Staff has been looking at projections (specifically in General Fund) and will bring this to Council in October.

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 7/31/17	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 13,593.65	\$ 70,342.48	\$ 83,936.13	\$ 39,063.87
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 24,757.63	\$ 262,566.23	\$ 287,323.86	\$ 134,676.14
Maize Industrial Park 2nd Paving	05	591-17	\$ 843,800.00	\$ -	\$ 25,938.07	\$ 25,938.07	\$ 817,861.93
Maize Industrial Park 2nd Water	05	592-17	\$ 60,200.00	\$ -	\$ 41,317.08	\$ 41,317.08	\$ 18,882.92
Maize Industrial Park 2nd Sewer	05	593-17	\$ 75,800.00	\$ -	\$ 40,318.08	\$ 40,318.08	\$ 35,481.92
Totals			\$ 1,524,800.00	\$ 38,351.28	\$ 440,481.94	\$ 478,833.22	\$ 1,045,966.78

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 7/31/17	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 10,155.91	\$ 542,838.87	\$ 552,994.78	\$ 5,547,005.22

Grand Total **\$48,507.19** **\$983,320.81** **\$1,031,828.00** **\$6,592,972.00**

CIP 2017 (As of 7/31/2017)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 88,249.41
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	0.01		-	1.85
Interest	From Bank Accounts	1,092.67		2,000.00	4,887.65
Reimbursements	Sidewalk Grant	-			-
Transfers	From General Fund	38,333.33		460,000.00	268,333.31
Total Revenues		39,426.01		462,000.00	273,222.81
Total Resources					361,472.22
Street Improvements				-	42,896.33
Sidewalk/Bike Paths				-	80,555.61
Park Improvements				-	181,757.52
Other Capital Costs				-	-
Total Expenditures				650,000.00	305,209.46
Cash Balance - 7/31/17					\$ 56,262.76

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 7/31/2017

	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	\$517.78	\$381.81	\$135.97	\$3,610.63	\$2,656.68	\$951.79	Flat - based on number of lines
Internet	1,057.67	951.90	105.77	7,403.69	6,663.30	749.39	Flat - \$105.77/month
Gas	32.20	17.74	14.46	2,749.13	1,514.77	1,234.36	44.90%
Electric	2,473.00	1,362.62	1,110.38	12,848.14	7,079.33	5,768.81	44.90%
Janitor	1,784.95	983.51	801.44	13,404.87	7,386.08	6,018.79	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	79.13	43.60	35.53	527.79	290.81	236.98	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	10,364.00	5,710.56	4,653.44	44.90%
Pest Control	300.00	275.00	25.00	2,100.00	1,925.00	175.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,244.73	\$4,016.18	\$2,228.55	\$53,008.25	\$33,226.54	\$19,788.55	

Shared Costs for City Hall
 Updated 8/16/2017

Equipment Reserve 2017 (As of 7/31/2017)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 96,339.29
Interest	From Bank Accounts	95.37		300.00	426.62
Reimbursement	Sale of Phone Equipment	-			-
Transfers	From General Fund	11,666.67		140,000.00	81,666.69
Total Revenues		\$ 11,762.04		\$ 140,300.00	\$ 82,093.31
Total Resources					\$ 178,432.60
Trucks/Heavy Equipment			\$ -	\$ 41,000.00	\$ 39,584.67
Computers			-	45,000.00	6,930.00
Police Department Expenses			48,643.32	50,000.00	49,495.00
Total Expenditures			\$ 48,643.32	\$ 136,000.00	\$ 96,009.67
Cash Balance - 7/31/2017					\$ 82,422.93



CITY OPERATIONS REPORT

DATE: August 16, 2017

TO: Maize City Council

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

RE: August Report

1) Working Council Items Include:

- Cypress Pointe Plat
- Fireworks Ordinance
- Utility Extension Cost Policy
- Housing Incentive Policy
- Revised Animal Control Ordinance
- 2017 Budget amendment
 - ✓ *Adjust budget spending authority*
- City Policy/Organizational Chart

2) Lions Club

Earlier this month staff informed Councilmembers the Maize Lions Club has withdrawn their request for \$5,000.00 in funding from the City to support the Fall Festival. Since that time staff has discussed and met with some members of the Maize Lions Club. Each has apologized for the way it was presented to the Council on August 7th. Current members, Scott Hardtarfer, Mary Belton and Tom Inkkelaar have requested the city continue to provide the "in-kind" support for the parade & other areas as in the past. Staff informed them that that will not be an issue.

3) Fireworks Ordinance

The City of Maize Fireworks Ordinance is currently scheduled for discussion at the September 18, 2017 City Council meeting. Staff is requesting financial information from all fireworks permit holders. Examples of these requests include revenues, expenditures, type of "not-for-profit" organization, and contribution back to the city. The goal is to provide Councilmembers advance information when discussing this item.

4) Park Activities

Some park updates include:

- *Ballet In The Park*
 - ✓ *Sunday, Sept 10th @ 2pm*
 - ✓ *Event planning*
- *Glenn Alexander Concert*
 - ✓ *Saturday, Sept 23rd @ 7pm*
 - ✓ *Pre-concert Art-Crawl @ 4-7pm*
 - ✓ *Six local artists*
 - ✓ *Three local student bands*
 - ✓ *Three food vendors*
 - ✓ *Maize Holiday Inn Express to provide free rooms for the band members*
 - ✓ *\$1,300.00 donations raised*
- *Future City Park Plans, designs & schedule*
 - ✓ *Under discussion with Park & Tree Board*

5) Staff is gathering data to review the current Housing Incentive Policy which is scheduled to sunset at the end of this year. The Council will review it during the September 18th Council Meeting.

6) Cemetery

Current improvements include:

- Original Area
 - ✓ Currently resurfacing roadways
 - ✓ New signs added to mark blocks
- New Addition
 - ✓ Sites marked for planting trees around perimeter in new addition
 - ✓ Irrigation system scheduled to be installed
 - ✓ Trees to be planted following irrigation installation

CD maturity:

- CD matured 8/7/2017 in the amount of \$92,791.05
- \$15,000.00 transferred to checking for improvements
- CD opened in the amount of \$77,791.05 maturing 9/16/2018

7) City Meetings

- Wednesday's - Mayor's Workshop @ 11am
- August 21st - Council @ 7pm
- September 7th - Planning @ 7pm
- September 12th - Park & Tree @ 5:30pm
- September 18th - Council @ 7pm