

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, DECEMBER 18, 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 Meeting of November 13, 2017.
  - b. Receive and File Park Board minutes of September 12, 2017
  - c. Cash Disbursements from November 1, 2017 thru November 30, 2017 in the amount of \$999,468.45 (Check #65626 thru #65769)
  - d. Approval of Cereal Malt Beverage applications from January 1, 2018 through December 31, 2018 for Maize Pizza Hut North, Maize Pizza Hut Italian Bistro, Holiday Inn Express and Kwik Shop.

**\* Recess City Council Meeting and Convene Maize Public Building Commission:**

**MAIZE PUBLIC BUILDING COMMISSION  
REGULAR MEETING**

**AGENDA**

**PRESIDENT CLAIR DONELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Approval of Minutes – Regular Public Building Commission Meeting of April 18, 2016.
- 5) New Business:
  - A. Wichita State University Building Purchase
- 6) Adjournment

**(Over)**

**\* Convene Maize Park Cemetery Board:**

**MAIZE PARK CEMETERY BOARD  
REGULAR MEETING**

**AGENDA  
CHAIRPERSON KAREN FITZMIER PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Approval of Minutes – Regular Cemetery Board Meeting of November 13, 2017.
- 5) Old Business:
  - A. Cemetery Rules & Regulations
- 6) Adjournment

**\* Reconvene City Council Meeting**

- 7) Old Business
  - A. Animal Control Ordinance
- 8) New Business
  - A. Zoning Case No. Z-02-017
  - B. Vacation Case V-01-017
  - C. Baughman Company Contract, Cypress Point
  - D. Master Park Plan 2018 Update
- 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, November 13, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **November 13, 2017** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers** and **Karen Fitzmier**.

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; **Sue Villarreal**, City Treasurer/Deputy City Clerk; **Larry Kleeman**, Financial Advisor; **Mitch Walter**, Bond Counsel 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.

**PUBLIC COMMENTS:**

The following individuals addressed the Council:

**Angela Hartwell**, 317 S. Heather Lane, addressed the Council regarding the drainage ditch in the Heather Lane neighborhood.

**Jojile Steele**, with the Holiday Inn Express at 10750 Hampton Lakes Road inquired about the status of the sign permit for the hotel. **Kim Edgington**, Planning Administrator, stated that the permit had been approved.

**PUBLIC HEARING – 2017 AMDENDED BUDGET:**

**Mayor Donnelly** opened the public hearing at 7:10 pm; hearing no comments the hearing was closed.

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of October 16, 2017.
- b) Receive and file minutes from the Planning Commission meeting of August 3, 2017.
- c) Cash Disbursements from October 1, 2017 through October 31, 2017 in the amount of \$822,034.92 (Check #65467 thru #65625).
- d) Approval of Busby, Ford & Reimer, LLC engagement letter for auditing services for the year ending December 31, 2017 in the amount of \$16,000.

**MOTION:** **Clasen** moved to approve the Consent Agenda with the addition of the City Administrator's Year in Review Report before the Executive Session.  
**Fitzmier** seconded. Motion declared carried.

**PRESENTATION OF LEAGUE OF KANSAS MUNICIPALITIES SERVICE AWARDS:**

**Mayor Donnelly** presented seven employees with service awards from the League of Kansas Municipalities:

- **Donna Clasen** – 20 years
- **Ron Smothers** – 20 years
- **Bill McKinley** – 15 years
- **Catherine Herr** – 10 years
- **Daniel Huntington** – 10 years
- **Sue Villarreal** – 10 years
- **Pat Stivers** – 8 years

**119<sup>th</sup> STREET WATER PROJECT PETITION AND RESOLUTION:**

A petition and resolution of advisability authorizing the funding of the 119<sup>th</sup> Street Water Project was submitted for Council approval.

**MOTION:** *Clasen* moved to accept the petition and resolution of advisability for the 119<sup>th</sup> Street Water Line Improvements.  
*McCreath* seconded. Motion declared carried.

*City Clerk assigned Resolution #600-17.*

**SERIES 2017A TEMP NOTES BIDS AND RESOLUTION:**

Temp note bids and resolution authorizing the sale of the Series A 2017 Temp Notes in the amount of \$4,260,000 were submitted for Council approval.

**MOTION:** *Clasen* moved to accept the low bid from DA Davidson with a net average interest rate of 1.8497% -net cost: \$223,607.33.  
*Reid* seconded. Motion declared carried.

**MOTION:** *Fitzmier* moved to approve the temp note resolution for the Series A 2017 Temporary Notes in the amount of \$4,260,000.  
*Stivers* seconded. Motion declared carried.

*City Clerk assigned Resolution #601-17.*

**FIREWORKS ORDINANCE:**

An ordinance amending Section 7-201(d) of the City of Maize Code allowing the three original fireworks stand to remain on Maize Road with four additional stands for a total of seven within the city limits was submitted for Council approval.

**MOTION:** *Stivers* moved to approve the ordinance to amend Section 7-201(d) of the City of Maize Code to allow seven fireworks stand in the city of Maize and only three stands on Maize Road.  
*McCreath* seconded. Motion declared carried.

*City Clerk assigned Ordinance #939.*

**ANIMAL CONTROL ORDINANCE:**

An ordinance amending Section 2 of the City of Maize Code regarding dangerous dogs was submitted for Council approval.

**MOTION:** *Reid* moved to defer item until the December meeting and directed staff to bring back a final version of the ordinance.  
*Stivers* seconded. Motion declared carried.

**JOB DESCRIPTIONS, PAY SCALE AND ORGANIZATIONAL CHART REVISIONS:**

New and amended job descriptions and revisions to the organizational chart and pay plan were submitted for Council approval.

- MOTION:** *Clasen* moved to amend the Personnel Policy with the following:
- The organizational chart revision to reflect the addition of one Police Officer (going from four to five), one Deputy Municipal Court Clerk (new position) and the addition of one Public Works employee (going from five to six).
  - The pay plan addition of the Deputy Municipal Court Clerk.
  - Municipal Court Clerk Job Description revision to reflect the change in duties.
  - The addition of the Deputy Municipal Court Clerk job description.
- Fitzmier* seconded motion declared carried.

*Mayor Donnelly* recessed the City Council meeting at 7:56 pm, to accommodate the Cemetery Board meeting.  
*Mayor Donnelly* reconvened the City Council meeting at 8:20 pm.

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:**

Jocelyn Reid, City Clerk

**MINUTES – REGULAR MEETING  
MAIZE PARK AND TREE BOARD  
TUESDAY, SEPTEMBER 12<sup>TH</sup>, 2017**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, September 12<sup>th</sup>, 2017 with *Chair Jennifer Herington* presiding. Board members present were *Vice-Chair Dennis Wardell, Secretary Marina Fulton, Joshua Belcher, Nancy Scarpelli, and Patrick Atchison*. *Hugh Nicks* was 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:** *Fulton* moved to correct Item 4 on the agenda to read “Approval of June 13<sup>th</sup>, 2017 Minutes” and approve the agenda as amended.  
*Wardell* seconded. Motion declared carried.

**APPROVAL OF THE JUNE 13<sup>TH</sup>, 2017 MINUTES:**

The Park and Tree Board Meeting Minutes of June 13<sup>th</sup>, 2017 were submitted for approval.

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

**MONARCH WAYSTATION CERTIFICATION**

A Monarch butterfly habitat was established in 2016 in the Maize Cemetery. The goal of this project is to demonstrate the use of native plants that support butterflies in landscaping. Staff has submitted the requirements for certification. Once the sign is received, staff will install it at the Waystation at Maize Cemetery.

**TREE CITY USA CERTIFICATION**

Maize was a designated Tree City USA member through the National Arbor Day Foundation and the National Association of State Foresters in the past. Staff is waiting for the completion of the cemetery tree planting in October before submitting the City’s application.

**COMMUNITY SURVEY FOR CITY PARK AMPHITHEATRE**

The board discussed community, staff and Council desire for an Amphitheatre in City Park. Consensus was reached to have staff investigate design possibilities by a landscape architect.

**IMPROVEMENTS FOR CITY HALL ARBORETUM AND CITY PARK**

The board discussed options for City Hall pond and City Park improvements. The board opted to hold workshop sessions in October and November to set 2018's Objectives in the Master Park Plan.

**RECEIVE AND FILE UPDATED OBJECTIVES FOR MASTER PARK PLAN**

This was to reflect the changes made at the April 11<sup>th</sup>, 2017 meeting in regards to annual CIP requests made to Council for the purpose of future land acquisition.

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

**GLENN ALEXANDER CONCERT: SEPTEMBER 23<sup>RD</sup>, 2017**

Staff updated the board on the free community concert featuring Glenn Alexander and Shadowland to be held in Maize City Park on September 23<sup>rd</sup>, 2017 and the Art Crawl. The board opted to have a presence at the Art Crawl to solicit community suggestions for park improvements.

**ADJOURNMENT:**

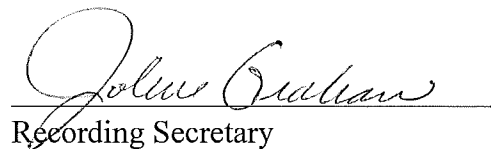
With no further business before the Board:

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

Meeting adjourned at 7:06pm

Approved by the Park and Tree Board on December 12<sup>th</sup> 2017.

  
Park and Tree Board Member

  
Recording Secretary

		City of Maize					
			Disbursement Report Totals				
			Dates Covered: 11/01/2017 - 11/30/2017				
<b>Accounts Payable:</b>							
Voucher	Voucher	Check	Check	Check Numbers			
Date	Amt	Date	Amount	Begin	End		
1-Nov	\$ 799.94	2-Nov	\$ 799.94	65638	65639	Utilities	
2-Nov	590.26	5-Jan	\$ 590.26	65640	65640	Postage	
2-Nov	310,644.98	3-Nov	310,644.98	65641	65687		
8-Nov	17,016.94	8-Nov	17,016.94	65688	65694	Utilities	
20-Nov	407,361.20	20-Nov	407,361.20	65708	65750		
21-Nov	396.28	21-Nov	396.28	65751	65752	Utilities	
29-Nov	1,552.80	29-Nov	1,552.80	65767	65769	Utilities	
AP Total	\$ 738,362.40		\$ 738,362.40				
<b>Payroll:</b>							
Run	Earning	Check	Check	Check Numbers			
Date	History	Date	Amount	Begin	End		
8-Dec	\$ 201,493.59	2-Nov	\$ 77,264.23	65626	65637		
		16-Nov	71,489.41	65695	65707		
		30-Nov	\$ 112,352.41	65752	65766		
KPERS Employer Portion	15,926.44						
FICA Employer Portion	14,720.70						
Health/Dental Insurance (Employer Portion)	28,965.32						
PR Total	\$ 261,106.05		\$ 261,106.05				
	AP		\$ 738,362.40				
	PR		261,106.05				
	Total Disbursements		\$ 999,468.45				
	<b>Check Numbers used this period:</b>						
	<b>#65626 thru #65769</b>						



**CITY OF MAIZE**  
**Cash and Budget Position**  
**Thru November 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	\$ 248,457.00	\$ 120,735.32	\$ 205,921.10	\$ 163,271.22	\$ 3,531,562.00	\$ 3,294,137.42	\$ 3,372,653.08	\$ 158,908.92	4.50%
02	Street Fund	201,374.99	12,500.00	25,570.17	188,304.82	308,050.00	317,635.56	285,248.60	22,801.40	7.40%
04	Capital Improvements Fund	40,317.66	39,006.73	(6,099.60)	85,423.99	650,000.00	494,440.89	497,266.31	152,733.69	23.50%
05	Long-Term Projects	(1,097,076.80)	4,912,383.94	817,545.91	2,997,761.23	-	6,174,764.24	3,108,844.71		
10	Equipment Reserve	104,359.36	11,725.45	11,353.35	104,731.46	136,000.00	135,278.90	127,002.31	8,997.69	6.62%
11	Police Training Fund	8,508.90	556.50	150.00	8,915.40	2,000.00	6,769.50	1,400.94	599.06	29.95%
12	Municipal Court Fund	41,525.00	2,644.13	1,050.00	43,119.13	-	31,665.75	15,959.43		
16	Bond & Interest Fund	(137,409.85)	254,632.99	-	117,223.14	2,425,096.00	2,303,737.72	2,304,661.41	120,434.59	4.97%
19	Wastewater Reserve Fund	226,133.23	8,953.62	-	235,086.85	-	77,350.35	10,261.76		
20	Wastewater Treatment Fund	796,924.92	82,397.58	61,893.33	817,429.17	807,752.00	823,410.95	730,826.32	76,925.68	9.52%
21	Water Fund	632,594.51	77,183.92	59,917.21	649,861.22	833,063.00	872,201.70	758,699.57	74,363.43	8.93%
22	Water Reserve Fund	182,961.31	3,000.00	-	185,961.31	-	33,000.00	18,187.50		
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	4,699.30	-	3,511.95	1,187.35	-	15,624.57	13,506.68		
98	Maize Cemetery	112,865.53	1,498.65	3,467.13	110,897.05	150,948.00	24,957.64	61,733.63	89,214.37	59.10%
<b>Report Totals</b>		<b>\$ 1,784,439.72</b>	<b>\$ 5,527,218.83</b>	<b>\$ 1,184,280.55</b>	<b>\$ 6,127,378.00</b>	<b>\$ 8,844,471.00</b>	<b>\$ 14,604,975.19</b>	<b>\$ 11,306,252.25</b>	<b>\$ 704,978.83</b>	<b>7.97%</b>

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

**Fund Balances**

FUND	NAME	BEGIN		END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD
01	General Fund	\$ 248,457.00	\$ 120,735.32	\$ 205,921.10	\$ 163,271.22
02	Street Fund	201,374.99	12,500.00	25,570.17	188,304.82
04	Capital Improvements Fund	40,317.66	39,006.73	(6,099.60)	85,423.99
05	Long-Term Projects	(1,097,076.80)	4,912,383.94	817,545.91	2,997,761.23
10	Equipment Reserve Fund	104,359.36	11,725.45	11,353.35	104,731.46
11	Police Training Fund	8,508.90	556.50	150.00	8,915.40
12	Municipal Court Fund	41,525.00	2,644.13	1,050.00	43,119.13
16	Bond & Interest Fund	(137,409.85)	254,632.99	-	117,223.14
19	Wastewater Reserve Fund	226,133.23	8,953.62	-	235,086.85
20	Wastewater Treatment Fund	796,924.92	82,397.58	61,893.33	817,429.17
21	Water Fund	632,594.51	77,183.92	59,917.21	649,861.22
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	4,699.30	-	3,511.95	1,187.35
98	Maize Cemetery	112,865.53	1,498.65	3,467.13	110,897.05
<b>Totals All Fund</b>		<b>\$ 1,784,439.72</b>	<b>\$ 5,527,218.83</b>	<b>\$ 1,184,280.55</b>	<b>\$ 6,127,378.00</b>

**Bank Accounts and Adjustments**

Halstead Checking Account	\$ 627,433.58	\$ 5,276,352.93	\$ 4,571,878.07	\$ 1,331,908.44
Outstanding Items				\$ (106,611.77)
Halstead Bank Money Market Account	1,127,508.58	3,601,681.96	-	4,729,190.54
Maize Cemetery CD 85071	60,472.26	316.33	-	60,788.59
Maize Cemetery Operations	52,076.94	1,498.65	3,467.13	50,108.46
<b>Totals All Banks</b>	<b>\$ 1,867,491.36</b>	<b>\$ 8,879,849.87</b>	<b>\$ 4,575,345.20</b>	<b>\$ 6,065,384.26</b>

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, April 18, 2016**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **April 18, 2016** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Pat Stivers**, **Karen Fitzmier**, **Donna Clasen** and **Kevin Reid**. **Alex McCreath** was absent.

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

**APPROVAL OF AGENDA:**

The Agenda was submitted for approval.

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

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including:

- a) Approval of minutes – Regular Council Meeting of March 21, 2016.
- b) Receive and file minutes of the Planning Commission meeting of March 3, 2016.
- c) Cash Disbursements from March 1, 2016 through March 31, 2016 in the amount of \$757,251.43 (Check #62046 through #62188).
- d) Plat Extension at 4575 N Maize Road (formerly 10501 W. 45<sup>th</sup> Street).

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

**MPBC REFUNDING BONDS SERIES 2016A:**

An ordinance authorizing the sale of the Maize Public Building Commission Series 2016A Refunding Bonds was submitted for Council approval.

**MOTION:** **Clasen** moved to adopt the ordinance approving the sale of the Maize Public Building Commission Series 2016A Refunding Bonds.  
**Stivers** seconded. Motion declared carried.

**City Clerk assigned Ordinance #913.**

**2015 INDEPENDENT AUDITOR'S REPORT:**

The independent auditor's report for the year ended December 31, 2015 was submitted for receipt and file.

**MOTION:** **Fitzmier** moved to receive and file the 2015 Independent Auditor's Report.  
**Stivers** seconded. Motion declared carried.

**APAC PAVING CONTRACT:**

Construction bids and a contract with APAC for upgrades to 61<sup>st</sup> Street and Tyler Road was submitted for Council approval.

**MOTION:** **Clasen** moved to accept the APAC Kansas, Inc. bid and approve the APAC Kansas, Inc. contract in an amount not to exceed \$229,462.44 and authorize the Mayor to sign.  
**Fitzmier** seconded. Motion declared carried.

**GOULD EVANS ASSOCIATES COMPREHENSIVE PLAN CONTRACT:**

A contract from Gould Evans Associates to update the Maize Comprehensive Plan was submitted for Council approval.

**MOTION:** *Clasen* moved to approve the contract to update the Maize Comprehensive Plan with Gould Evans Associates in an amount not to exceed \$33,640, subject to the City Attorney's approval and authorize the Mayor to sign.  
*Stivers* seconded. Motion declared carried.

*Mayor Donnelly* recessed the City Council meeting at 7:46 pm.

**MAIZE PUBLIC BUILDING COMMISSION MEETING:**

The Maize Public Building Commission (MPBC) special meeting was called to order at 7:46 p.m. Members present were: *Clair Donnelly*, President, *Kevin Reid*, *Donna Clasen*, *Pat Stivers*, and *Karen Fitzmier*. *Alex McCreath*, *Gary Kemnitz* and *Andy Schlapp* were absent.

**APPROVAL OF AGENDA:**

The Agenda was submitted for Commission approval.

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

**APPROVAL OF MINUTES:**

The minutes from the March 21, 2016 MPBC meeting were submitted for approval.

**MOTION:** *Fitzmier* moved to approve the minutes of the March 21, 2016 MPBC meeting.  
*Reid* seconded. Motion declared carried.

**2016A PBC REFUNDING BONDS BIDS AND SALE:**

Bids for the sale of and a resolution authorizing the issuance of MPBC Series 2016A Refunding Revenue Bonds were submitted for Council approval.

**MOTION:** *Fitzmier* moved to accept the bid from RW Baird with a net average interest rate of 2.13%  
*Stivers* seconded. Motion declared carried.

**MOTION:** *Fitzmier* moved to approve the bond resolution authorizing the MPBC Series 2016A Refunding Revenue Bonds in the amount of \$3,965,000.  
*Stivers* seconded. Motion declared carried.

**City Clerk assigned Resolution # MPBC 16-16.**

**SUMMARY FINANCIAL INFORMATION – JANUARY 1, 2005 THROUGH DECEMBER 31, 2015:**

The Maize Public Building Commission Summary Financial Information report through December 31, 2015 was submitted for receipt and file.

**MOTION:** *Clasen* moved to receive and file the Maize Public Building Commission Summary Financial Information from January 1, 2005 through December 31, 2015.  
*Fitzmier* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the MPBC,

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

*Mayor Donnelly* reconvened the City Council meeting at 7:51 pm.

**EXECUTIVE SESSION:**

*Mayor Donnelly* requested a ten-minute executive session for attorney/client privilege.

**MOTION:** *Clasen* moved to enter executive session at 8:25 pm for 10 minutes for attorney/client privilege.  
*Fitzmier* seconded.

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

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:**

Jocelyn Reid, City Clerk

**MAIZE PUBLIC BUILDING COMMISSION  
MEETING  
MONDAY, DECEMBER 18, 2017**

**AGENDA ITEM #5A**

**ITEM:       Exercise of Option to Purchase; PBC Revenue Bonds, Series A, 2005  
(Wichita State University)**

**BACKGROUND**

In 2005, the Maize Public Building Commission issued is Improvement Revenue Bonds, Series A, 2005 (Wichita State University) in the original aggregate principal amount of \$3,050,000 to finance the cost of constructing and equipping the Wichita State University facility in Maize, Kansas. The facility is leased by the PBC to Wichita State University. The final payment of the bonds will be made on January 1, 2018.

The lease provides the University with an option to purchase the facility for \$100 once all the bonds have been retired. The University has provided the PBC with notice of its intent to exercise its option to purchase as of January 1, 2018.

The resolution authorizes the execution of a special warranty deed and bill of sale conveying the PBC's interest in the facility to the University and a release of the lease between the PBC and the University, such documents to be delivered to the University when Southwest National Bank, as Trustee, certifies that all bonds have been paid in full.

**FINANCIAL CONSIDERATIONS:**

None

**LEGAL CONSIDERATIONS:**

Bond Counsel prepared the Resolution (attached), which authorizes execution and delivery of the documents of conveyance.

**RECOMMENDATION:**

MOTION: Move to approve the resolution authorizing the sale and conveyance of certain property to Wichita State University.

November 30, 2017

**SENT BY ELECTRONIC MAIL TO: [kbell@GilmoreBell.com](mailto:kbell@GilmoreBell.com)  
AND FIRST CLASS MAIL**

Maize Public Building Commission  
c/o The City of Maize, Kansas  
10100 Grady Avenue  
Maize, Kansas 67101  
Attention: City Administrator

Southwest National Bank, as Trustee  
400 E. Douglas  
Wichita, Kansas 67201  
Attention: Corporate Trust Department

Re: Maize Public Building Commission  
Improvement Revenue Bonds, Series A, 2005  
(Wichita State University Project)

Ladies and Gentlemen:

On behalf of Wichita State University (the “University”), this letter is to advise you that the University hereby elects to exercise the option to purchase the Project as described in Section 16.1 of the Assignment and Amendment of Real Estate Lease and Financing Agreement dated as of June 1, 2005 among the Maize Public Building Commission (the “Issuer”), the Kansas Board of Regents, acting as the governing body of the University, and Caber West Campus, LLC (the “Developer”), supplementing and amending the Real Estate Lease dated as of January 12, 2005 Lease between the Issuer and the Developer. The University directs that title to the Project be transferred to Wichita State University. Closing is proposed to be on or about January 1, 2018.

Sincerely,



Stacia G. Boden  
Associate General Counsel  
Wichita State University

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE MAIZE  
PUBLIC BUILDING COMMISSION, KANSAS AUTHORIZING  
THE SALE AND CONVEYANCE OF CERTAIN PROPERTY TO  
WICHITA STATE UNIVERSITY**

**WHEREAS**, pursuant to the Trust Indenture dated as of June 1, 2005, the Maize Public Building Commission, Kansas (the "Issuer") has previously issued its Improvement Revenue Bonds, Series A, 2005 (Wichita State University) in the original aggregate principal amount of \$3,050,000 (the "Bonds") to finance the cost of acquiring, purchasing, constructing and equipping a certain facility to be used for educational purposes (the "Project"), such Project having been leased to Wichita State University, acting through the Kansas Board of Regents as its governing body (the "University") pursuant to the Assignment and Amendment of Real Estate Lease and Financing Agreement dated as of June 1, 2005 among the Issuer, the University, and Caber West Campus, LLC (the "Developer"), supplementing and amending the Real Estate Lease dated as of January 12, 2005 between the Issuer and the Developer (as supplemented and amended, the "Lease"); and

**WHEREAS**, the University desires to exercise its option to purchase the Project pursuant to the provisions of the Lease and is not in default under the Lease; and

**WHEREAS**, the University had made all rental payments pursuant to the Lease and all principal and interest on the Bonds has been paid or payment has been provided for; and

**WHEREAS**, the University has provided the City written notice of its intent to exercise its option to purchase the Project.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MAIZE  
PUBLIC BUILDING COMMISSION, KANSAS:**

**Section 1.** The President and Secretary are authorized and directed to execute a special warranty deed, a bill of sale and a release of lease, in substantially the forms submitted to the Issuer concurrently with the adoption of this Resolution. The Secretary is directed to deliver the executed special warranty deed, bill of sale and release of lease to the University upon receipt of certification from Southwest National Bank, Wichita, Kansas, as Trustee, that no Bonds remain outstanding.

**Section 2.** The President and Secretary are hereby further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution, and are hereby further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

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**ADOPTED** by the Maize Public Building Commission on December 18, 2017.

**MAIZE PUBLIC BUILDING COMMISSION**

\_\_\_\_\_  
Clair Donnelly, President

[SEAL]

Attest:

By: \_\_\_\_\_  
Jocelyn Reid, Secretary

**THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2).**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made January 1, 2018 between the Maize Public Building Commission, a municipal corporation, as Grantor, and Wichita State University, as Grantee;

**WITNESSETH**, that said Grantor, in furtherance of the terms of the Assignment and Amendment of Real Estate Lease and Financing Agreement dated as of June 1, 2005 among the Grantor, Wichita State University, acting through the Kansas Board of Regents as its governing body, and Caber West Campus, LLC (the "Developer"), supplementing and amending the Real Estate Lease dated as of January 12, 2005 between the Grantor and the Developer (as supplemented and amended, the "Lease"), and as authorized by a Resolution duly adopted by the Grantor, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Sedgwick County, Kansas:

Block 4, Lot 13, Wyn-Wood Addition to the City of Maize, Sedgwick County, Kansas,

for the sum of \$100.00 and other valuable consideration;

**TO HAVE AND TO HOLD**, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

*[balance of this page intentionally left blank]*

**IN WITNESS WHEREOF**, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

**MAIZE PUBLIC BUILDING COMMISSION**  
a municipal corporation

\_\_\_\_\_  
Jocelyn Reid, Secretary

\_\_\_\_\_  
Clair Donnelly, President

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SEDGWICK            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Clair Donnelly, President, and Jocelyn Reid, Secretary, respectively, of the Maize Public Building Commission, on behalf of said Public Building Commission.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:  
  
\_\_\_\_\_

**BILL OF SALE**

In furtherance of the terms of a certain Assignment and Amendment of Real Estate Lease and Financing Agreement dated as of June 1, 2005 among the Maize Public Building Commission (the "Issuer"), Wichita State University, acting through the Kansas Board of Regents as its governing body, and Caber West Campus, LLC (the "Developer"), supplementing and amending the Real Estate Lease dated as of January 12, 2005 between the Grantor and the Developer (as supplemented and amended, the "Lease"), and for valuable consideration, the Issuer hereby transfers, assigns and conveys to Wichita State University, all personal property purchased with the proceeds of the Maize Public Building Commission, Improvement Revenue Bonds, Series A, 2005 (Wichita State University Project).

[SEAL]

ATTEST:

**MAIZE PUBLIC BUILDING COMMISSION**  
a municipal corporation

\_\_\_\_\_  
Jocelyn Reid, Secretary

\_\_\_\_\_  
Clair Donnelly, President

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SEDGWICK            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Clair Donnelly, President, and Jocelyn Reid, Secretary, respectively, of the Maize Public Building Commission, Kansas, on behalf of said Public Building Commission.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

## RELEASE OF LEASE

**WHEREAS**, the Maize Public Building Commission, Kansas (the "Issuer") has heretofore entered into a certain Assignment and Amendment of Real Estate Lease and Financing Agreement dated as of June 1, 2005 among the Maize Public Building Commission (the "Issuer"), Wichita State University, acting through the Kansas Board of Regents as its governing body (the "University"), and Caber West Campus, LLC (the "Developer"), which assigns the Developer's interest to the Issuer in and amends certain provisions of a certain the Real Estate Lease dated as of January 12, 2005 between the Grantor and the Developer (as supplemented and amended, the "Lease"), notice of which is recorded as DOC.#/FLM-PG. 28683000 in the office of the Sedgwick County Register of Deeds; and

**WHEREAS**, the Issuer assigned its interest in the Lease to Southwest National Bank, Wichita, Kansas, acting as Trustee for the Issuer and others for purpose of enforcement of the University's and Developer's covenants under the Lease; and

**WHEREAS**, the University has exercised its option to purchase the facility described in the Lease (the "Project") from the Issuer; and

**WHEREAS**, all of the University's and Developer's obligations under the Lease have been satisfied;

**THEREFORE**, the property described in the attached *Schedule I* is hereby released from any claim of the Issuer and the Trustee under the Lease as of January 1, 2018.

*[balance of this page intentionally left blank]*

**MAIZE PUBLIC BUILDING COMMISSION**

By: \_\_\_\_\_  
Clair Donnelly, President

[SEAL]

ATTEST:

By : \_\_\_\_\_  
Jocelyn Reid, Secretary

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SEDGWICK            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Clair Donnelly, President, and Jocelyn Reid, Secretary, respectively, of the Maize Public Building Commission, Kansas, on behalf of said Public Building Commission.

[SEAL]

By: \_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

**SOUTHWEST NATIONAL BANK**  
Wichita, Kansas, as Trustee

[SEAL]

By: \_\_\_\_\_  
Name:  
Title:

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ as \_\_\_\_\_ and trust officer of Southwest National Bank, Wichita, Kansas, a national banking association.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_  
Date

***SCHEDULE I***

**PROPERTY SUBJECT TO LEASE**

(a) The following described real estate located in Sedgwick County, Kansas, to wit:

Block 4, Lot 13, Wyn-Wood Addition to the City of Maize, Sedgwick County, Kansas

said real property constituting the "Land" as referred to in said Lease.

(b) All buildings, improvements, machinery and equipment now or hereafter constructed, located or installed on the Land pursuant to said Lease, constituting the "Improvements" as referred to in said Lease, together with any substitutions or replacements therefor any "Project Additions" as referred to in said Lease, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in said Lease.



**TRUSTEE’S CERTIFICATION**

Re: Maize Public Building Commission  
Improvement Revenue Bonds, Series A, 2005  
(Wichita State University Project) (the “Bonds”)

The undersigned, on behalf of Southwest National Bank, Wichita, Kansas, as Trustee with respect to the referenced Bonds, hereby certifies that as of the date hereof, no Bonds remain outstanding under the Trust Indenture dated June 1, 2005 authorizing and securing the Bonds, and all fees and expenses of the Trustee in connection with such Bonds have been paid in full.

Dated: \_\_\_\_\_

**SOUTHWEST NATIONAL BANK**  
Wichita, Kansas, as Trustee

[SEAL]

By: \_\_\_\_\_  
Name:  
Title:

MINUTES-SPECIAL MEETING  
MAIZE PARK CEMETERY  
MONDAY, NOVEMBER 13, 2017

The Maize Park Cemetery was called to order at 7:10 p.m., on Monday, November 13, 2017, for a Regular Meeting with *Karen Fitzmier* presiding. The following Maize Park Cemetery district board members were present, *Karen Fitzmier, Alex McCreath, Donna Clasen* and *Clair Donnelly* and *Pat Stivers*.

Also present were *Sue Villarreal*, Recording Secretary; *Jocelyn Reid*, City Clerk; *Richard LaMunyon*, City Administrator and *Rebecca Bouska*, Deputy City Administrator.

**APPROVAL OF AGENDA:**

The agenda was submitted for approval.

**MOTION:** *Donnelly* moved to approve the agenda as presented.  
*Stivers* seconded. Motion carried.

**APPROVAL OF MINUTES:**

Approval of Minutes – Board Meeting of August 7, 2017

**MOTION:** *Donnelly* moved to approve the August 7, 2017 minutes  
*McCreath* seconded. Motion carried.

**CEMETERY RULES & REGULATIONS:**

A draft of the Rules and Regulations were presented for discussion and review.

**MOTION:** *Clasen* moved to defer action until December 18, 2017.  
*McCreath* seconded. Motion carried.

**ADJOURNMENT:**

With no further business before the Board:

**MOTION:** *Clasen* moved to adjourn.  
*McCreath* seconded. Motion Carried.  
8:18 pm.

**MAIZE PARK CEMETERY BOARD  
SPECIAL MEETING  
MONDAY, NOVEMBER 13, 2017**

**AGENDA ITEM # 5A**

**ITEM: CEMETERY RULES & REGULATIONS**

**BACKGROUND:**

The City assumed operations of the Maize Park Cemetery in August of 2009. Rules and Regulations were adopted and approved June 3, 2005 and have remained unchanged following the transition. Current improvements along with the proposed opening of the new Cemetery Addition prompted a review and update of the current Rules & Regulations.

**FINANCIAL CONSIDERATIONS:**

None

**LEGAL CONSIDERATIONS:**

None

**RECOMMENDATION/ACTION:**

Approved the proposed Rules & Regulations for the Maize Park Cemetery, effective January 1, 2018.

**RULES AND REGULATIONS *DRAFT***  
**OF**  
**MAIZE PARK CEMETERY DISTRICT**

For the mutual protection of every plot purchaser in the Maize Park Cemetery, the following rules and regulations are hereby adopted. All property owners and persons within the cemetery, and all plots sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by the Cemetery Board. Reference to these rules and regulations in the contract, deed, or certificate of ownership to plots shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of owners of burial property as a group. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect the cemetery, create and preserve its beauty. The Maize Park Cemetery Board has charge of the cemetery and is authorized to enforce all rules and regulations as adopted. The rules and regulations shall be on file with the officers of the cemetery.

**DEFINITIONS**

- A. Cemetery – means the burial park for earth interments;
- B. Plot – means space in the cemetery used, or intended to be used, for the interment of human remains;
- C. Lot – means same as Plot;
- D. Grave – means a space of ground in the cemetery used, or intended to be used, for burial;
- E. Space – means the space on a lot for the interment of one human remains;
- F. Vault – means a permanent outside container, without hinges, of grade better than a box and is sealed;
- G. Interment – means the disposition of human remain by earth burial or cremation;
- H. Inurnment – means placing cremated remains in an urn and placing the urn in the ground;
- I. Memorial – means a marker or monument, name plate for the purpose of identification or in memory of the interred;
- J. Monument – means a memorial of granite placed on a lot that extends above the surface of the lawn and has a concrete base;
- K. Marker – means a memorial of granite and/or bronze placed on a space that is flush with the lawn,
- L. Burial or Buried – means interment;
- M. Board – means the Maize Park Cemetery Board and/or the management;
- N. Designee – means an agent acting in behalf of the Board;
- O. Box – means a grave liner or permanent outside container, consisting of one piece box, and one piece lid which is not sealed;

- P. Cremation – means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

## **BURIALS AND REMOVALS**

### **Subject To Laws:**

Besides being subject to these rules and regulations, all burials and removals are made subject to the orders and laws of the properly constituted authorities of the city, county, and state.

### **Identity:**

The Board assumes no duty of identification of the remains of the deceased, and has no knowledge that the remains interred are that of the person shown on the Interment Order on file with the cemetery.

### **Time and Charges:**

All burials and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the Board. All charges shall be paid in full prior to the time of the service, or satisfactory payment arrangements with the Board or its designee. Any service scheduled on a Saturday will have an additional charge as set forth on the fee schedule set by the Board.

### **Holidays:**

No interments, removals or committal service shall be permitted on Sunday or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day.

### **Notice:**

A Two (2) day notice, excluding Sundays and Holidays, must be given to the Board or its designee before any installation, burial or interment. The Board is authorized to refuse burial. Interment on installation work on any lot against which there is an unpaid balance.

No disinterment or removal shall be made except by the Board, upon written request of the next of kin prior to the time of removal. At least one (1) weeks' notice shall be given prior to any removal. The removal will be made at the convenience of the Board. The Board retains the right to defer an installation, burial or removal until a more expedient time for any reason.

### **Outside Container:**

All Burials shall be made in an outside container consisting of either a box or vault, without hinges, of type, quality, and construction approved by the Board or its designee. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults are to be placed and/or serviced by an approved contractor. No person, firm, or corporation, other than recognized approved contractors shall be permitted to install outside containers in the cemetery. The Board assumes no liability in the placement or handling of boxes or vaults placed by an approved contractor.

All cremains of human bodies shall be buried with a permanent outside encasement. No cremains shall be allowed to be scattered.

**Location of Interment Space:**

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Board may, at its discretion, open it in such location in the lot as it deems best and proper, so as not to delay the funeral; and the Board shall not be liable in the damages for any error so made.

The Board shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size, and location in the lot where interment is desired.

**Substitution in the Event of Size:**

Spaces are lined out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces, then the Board reserved the right to relocate the human remains. If an additional space is needed, payment for the space must be paid for in advance of interment.

**Delays in Interment Caused by Protest:**

The Board shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the rules and regulations have not been complied with. The Board reserves the right, under such circumstances, to place the embalmed body in a receiving vault of an authorized company or funeral home, until the full rights have been determined. Protest must be presented in writing and filed with the Board or its designee.

No burial shall be permitted or memorial placed in or on any property not fully paid for.

**Burial of More Than One Body:**

Not more than one vault and/or two cremations, shall be buried in one grave site. No more than a single marker shall be placed on the grave site listing all names and dates.

**No Liability for Damage if Removal is Deemed Necessary:**

Should the outside container be found to be unstable or if the outside container is damaged during the process of removal, the family will be required to purchase a new outside container of at least minimum standards in order to complete the re-interment.

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal thereof.

**Payment of Service Charges:**

The charges for the cemetery interment must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made in writing with the Board or its designee prior to the service. Arrangements for the payment of any and all indebtedness due the cemetery must be made before interment.

**TRANSFER OR ASSIGNMENTS**

**Consent of the Board or its Designee:**

No transfer or assignment of any space or lot shall be valid until the consent of the Board or its designee has been endorsed and the same has been recorded in the books of the cemetery. The Board or its designee may refuse to consent to a transfer if there is any indebtedness due the cemetery.

**Transfer Charges:**

The Board may fix a charge for all transfers of burial property. No transfers of burial property shall be complete or effective until all charges are paid.

**CONTROL OF WORK BY THE CEMETERY**

**Work to be done by the Cemetery:**

All grading, landscape work and improvements of any kind, and all care on lots, shall be done and all trees, shrubs, and ground cover of any kind shall be planted, trimmed, cut, or removed only by the Board or its designee. The Board may by contract approve the grounds work being performed by an approved contractor, which work shall be supervised by the Board or its designee.

**The Board shall Control Improvements:**

All improvements or alternations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Board or its designee; and should they be made without written consent, the Board or its designee shall have the right to remove, alter, or change such improvements.

The Board or its designee reserves the right to remove from any lot, anything that it deems unsightly, or conflicts with the Rules and Regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot becomes detrimental to adjacent lots, or avenues, or if for any other reason its removal is deemed necessary, the Board shall have the right to remove such tree, shrub, or plant as in their judgment seems best, without any notice to any interested party.

## **DECORATION**

### **Floral Regulations:**

The Board or its designee shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the Board or its designee, such ground cover becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. The board or its designee shall not be responsible for plants of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control.

### **Memorial Ornaments:**

The placing of boxes, shells, toys, ornaments, small statues, vases, glass, wood, or iron cases, shall be permitted, only when approved by the Board or it's designee and only when placed on the concrete collar around the monument. Chairs, settees and Shepard's Hooks shall not be allowed, and if so placed, may be removed. The cemetery shall not be responsible for any damage thereto.

### **Nursery Plantings:**

No planting of any trees, shrubs, flowers or flower bulbs will be allowed in the cemetery by anyone other than the Board or its designee.

### **Special Occasion Decorations:**

Memorial Day flowers and artificial arrangements or for any other special occasion may remain on grave sites until the Monday following Memorial Day or one week after other special occasions. Clean-up/maintenance will begin the following Tuesday.

Artificial arrangements and/or decorations may be placed at the front of or the back of a memorial marker or head stone for special occasions. If the quantity of arrangements or decorations becomes difficult to maintain or becomes unsightly then it shall be the Boards or its designee's discretion to remove portions or all of the said arrangements and/or decorations without notice.

## **IMPROPRIETIES**

It is of the utmost importance that there should be strict observance of all of the properties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the Board or its designee shall have power to prevent improper assemblages.

No person shall be permitted to loitering the cemetery, or to have refreshments within the cemetery unless as authorized by the Board or its designee. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited.



### **PROTECTION AGAINST LOSS OR DAMAGE**

The Board or its designee shall have no liability for loss or damage and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human under any circumstances.

### **CHANGE OF LOT OWNERS**

It shall be the duty of the lot owner to notify the cemetery of any change in post office address. Notice sent to a lot owner at the last address on file shall be considered sufficient and proper legal notification.

### **RECORD OF PURCHASER**

A permanent record shall be kept by the cemetery showing the name of each plot purchaser. Deeds shall be issued, but not recorded with the Registrar of Deeds.

### **CEMETERY MEMORIAL REGULATIONS**

For the protection of all lot owners, the granite, quality, size, finish, and engraving of all memorials must be approved by the Board or its designee before any work is commenced. All memorials must meet and conform to the specifications of the particular section where it is to be installed. Any proposed memorial that the Board or its designee proves to be detrimental to the appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes needed for conforming to the regulations.

#### **Retail Dealers:**

Retail dealers, to secure approval of the cemetery, must agree to use only good grade stone from producers approved by the Board or its designee and must guarantee the memorial to be executed in first grade workmanship. If there are no living descendants to care for memorials, the cemetery may replace or repair as deemed necessary.

Letter cutters, persons, or firms who engage in the business of cleaning monuments shall secure written authorization from the Board or its designee before any work in the cemetery is commenced and must provide proof of insurance. In order to secure authorization it shall be necessary for the person or firm to submit satisfactory evidence of their ability and skill to perform the work for which they have been engaged.

Memorial dealers shall abide by all rules of the cemetery. The authorization of any producer, retail dealer, cutter or cleaner who violates the rules of the cemetery may be revoked by the Board or its designee.

**Monuments and Markers:**

The cemetery will exercise reasonable care to protect raised lettering, carving or ornaments or any memorials, or other structures, on any lot. The cemetery shall not be responsible for any damage or injury thereto.

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tiles, stone, marble, terra-cotta, sand, cement, gravel, or wood shall be allowed on any lot. The Board reserves the right to remove the same if so erected, planted or placed.

**Design and Finish:**

Memorial dealers shall be required to furnish the cemetery, for approval, a blue print or sketch of the proposed memorial or marker, specifying size, location in lot, inscription, and quality of stone.

The Board or its designee shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind, or quality or stone is unsuited to the lot on which it is to be placed, or contrary to the rules and regulations.

The name or inscription on each monument or marker must correspond with the name and record of the cemetery and no changes shall be made thereon except upon request of the proper parties and by permission of the Board or its designee.

**Materials:**

All memorials and markers shall be constructed of granite or bronze at a height not to exceed 30 inches. No marble, sandstone or limestone or stone of any description shall be permitted. The use of bronze is approved for statuary and vases; also for tablets when attached to monuments or markers of natural stone or to a concrete base of the same size of the bronze tablet.

**Memorial Installation:**

No person, firm or corporation, other than recognized and approved monument dealers, shall be permitted to install markers or monuments in the cemetery without prior authorization. Before any work is done on any marker, monument or lot by any person other than cemetery personnel, written authorization shall be obtained from the Board or its designee. No marker, monument or foundation shall be installed without proof of insurance and without written authorization from the Board or its designee.

The cemetery shall charge for installation and care, these charges may be changed from time to time. Any recognized monument dealer approved by the cemetery may enter on any section, lot, or space for the purpose of installation of markers, monuments and their foundations. To insure compliance with these rules and regulations the approve contractor shall obtain authorization from the Board or its designee for such purpose.

Markers and monuments and their foundations shall be installed at such times as the Board may permit dependent upon committal services and the maintenance activities of the cemetery. The approved contractor shall contact the cemetery office at least forty-eight (48) hours prior to installation work to arrange for location and staking. Finally the approved contractor shall contact the Board or its designee not more than twenty-four (24) hours prior to installation to confirm that no funeral or maintenance activity conflicts with the installation.

An approved contractor shall provide appropriate guarantees, insurance and hold harmless agreements to the cemetery to insure that the cemetery grounds are not injured by the installation, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the marker or monument was not damaged in installation. Upon completion, the Board or its designee shall inspect the work done, and shall, if necessary, require the work to be corrected. In the even the work is not corrected the Board or its designee shall do whatever necessary to correct the work and restore the cemetery premises to the condition prior to installation, and shall charge back against said approved contractor the costs of correctional restoration. Any balance owed by said approved contractor shall be remitted within thirty (30) days of receipt of the itemized statement.

Any approved contractor who refuses or fails to comply with these rules and regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.

**Letter Cutters:**

Letter cutters shall also be required to comply with notice; insurance provisions similar to those approved to install memorials in the cemetery and shall provide appropriate guarantees and hold harmless agreements to the cemetery. Any letter cutter who refuses to comply with these rules and regulations shall not be given the privilege to enter on the cemetery grounds for inscription purposes until compliance is affected.

**Errors in Placing of Memorial:**

The Board or its designee reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

**Miscellaneous:**

Should any memorial become unsightly, dilapidated, or a menace to visitors, the Board or its designee shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

No monument or marker shall be removed from the cemetery, except by the Board or its designee, unless the written order of the owner and permission is granted by the Board or its designee.

### **MODIFICATION AND AMENDMENTS**

#### **Exceptions and Modifications:**

No waiver of any violation of these rules and regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rule or regulation, or the violation thereof.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Board or its designee therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these temporary exceptions, suspension or modification shall in no way be construed as affecting the general application of such rules.

#### **Amendments:**

The Board may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph, or sentence in these rules and regulations.

Adopted and approved by the Board of Directors of the Maize Park Cemetery District this \_\_\_\_ day of \_\_\_\_\_ 2017.

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Karen Fitzmier, Chairperson

Attest:

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Donna Clasen, Vice-chairperson

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, December 18, 2017**

**AGENDA ITEM #7A**

ITEM: Animal Control Ordinance

BACKGROUND:

Revisions to the animal control ordinance were necessary to clear up conflicting verbiage, definitions and to allow for proper enforcement and prosecution. Some revision areas include:

- Pit Bull dog was more clearly defined
- Service Dog was defined
- Animal Bites. Language added to hold the pet owner accountable for a dog that bites.
- Dangerous Dog Designation – Added strict exception and special documentation to use Pit Bull as a service dog as required by Americans with Disabilities Act.
- Also defines length of time to remove illegal dog from the city.
- Unlawful Misrepresentation – Adds penalties for persons who provide false documents or information for service dogs.
- Restitution – Adds Orders restitution by owners for damages and expenses that arise from a related offense.

Council and staff discussed the revisions at length at the November 20, 2017 meeting.

In order to clarify some areas within the revisions and allow the City Attorney to provide a format that meets form approval, action was deferred until December 18, 2017.

All the revisions have now been completed and formatted into the desired format.

Staff, along with the City Attorney, will review & discuss again before the council meeting. If any minor adjustments are forthcoming they will be handled accordingly.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

City Attorney approves the ordinance as to legal form.

RECOMMENDED ACTION:

Motion to approve the amended Animal Control Ordinance

(A summary of this Ordinance was published  
in *The Clarion* on \_\_\_\_\_, 2017.)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO ANIMAL CONTROL AND REGULATIONS THAT AMENDS ARTICLES 1, 2, 3, 4 AND 5, AND SECTIONS 2-702 AND 2-703 OF CHAPTER II OF THE CODE OF THE CITY OF MAIZE, KANSAS, ADDS A NEW SECTION 2-705, AND THAT REPEALS THE ORIGINAL ARTICLES 1, 2, 3, 4 AND 5, AND SECTIONS 2-702 AND 2-703 OF CHAPTER II OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

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

**SECTION 1.** Chapter II, Article 1 Amended. Chapter II, Article 1 of the Code of the City of Maize, Kansas, is amended to read as follows:

**ARTICLE 1. GENERAL PROVISIONS**

12-101. **DEFINITIONS.** For the purpose of this Chapter, the following words and phrases shall mean:

(a) **Abandon:** Includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.

(b) **Animal:** Any live vertebrate creature, domestic or wild.

(c) **Animal Control Officer:** Any person empowered by the City to enforce or aid in the enforcement of this Chapter.

(d) **Animal Shelter:** Wichita Animal Shelter, which is hereby designated by the City as the facility for the boarding and disposition of any animal impounded under the provisions of this Chapter or any City ordinance or law of the state of Kansas.

(e) **Attack:** Any violent or aggressive physical contact with a person or domestic animal, or violent or aggressive behavior that confines the movement of a person, including, but not limited to, charging, cornering, chasing or circling a person.

(f) **Bite:** Any actual or suspected abrasion, scratch, puncture, tear, bruise or piercing of the skin caused by any animal, which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

(g) **Cat:** Any member of the species *felis catus*, regardless of sex.

(h) **Common Areas of Condominiums, Townhouses and Apartment Buildings:** Includes, but is not limited to, the yards, grounds, garden areas, play areas, clubhouses, swimming pools, sidewalks, walkways, common garage areas, entryways, hallways and driveways of condominiums, townhouses or apartment building complexes.

(i) **Control of a Dog or any other animal:** To physically restrain by means of an appropriate pen or by a chain or leash held by a responsible person who possesses sufficient strength for physical control of the animal.

(j) **Direct Control of a Dog:** To physically restrain a dog by a substantial chain or leash by a responsible person who possesses sufficient strength for physical control of the animal.

(k) **Dog:** Any member of the species *canis familiaris*, regardless of sex. Such term shall not include hybrid breeds of dogs which have been bred to a wild animal.

(l) **Guard Dog:** Any dog placed within an enclosure for the protection of persons or property by attacking or threatening to attack any person found within the enclosure patrolled by such dog.

(m) **Harbor:** The act of keeping or caring for an animal or providing premises to which the animal returns for food, shelter, or care.

(n) **Harborer:** See Owner, Keeper, Harborer.

(o) **Humane Traps:** Box-type or live-type traps which do not cause bodily harm to the animal intended to be captured or any animal or person coming in contact with such trap.

(p) **Identification Tag:** The official City of Maize-issued tag with engraved numerical license number.

(q) **Inhumane Treatment:** Any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from the weather; endangers the safety, health or well-being of an animal from heat, cold or lack of adequate ventilation; any treatment such as overloading, overworking, tormenting, beating, mutilating, teasing or other abnormal treatment; or causing or allowing the animal to fight with any other animal.

(r) **Keeper:** See Owner, Keeper, Harborer.

(s) **Livestock:** Includes, but is not limited to, cattle, horses, swine, goats, sheep or other animals, commonly regarded as farm animals. Animals kept as house pets, such as pygmy goats or pot belly pigs, shall not be declared livestock if the animal resides on the property in living conditions commonly associated with the manner of maintaining a pet animal.

(t) **Microchip:** A passive transponder which can be implanted in an animal and which is a component of a radio frequency identification (RFID) system.

(u) **Mistreatment:** Includes every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustifiable pain or suffering.

(v) **Neglect:** Includes the failure to provide food, water, protection from the elements, opportunity for exercise or for other normal, usual and proper care for an animal's health and wellbeing.

(w) **Neighbor:** Any person residing within 200 feet from the outermost property line of the property where a domestic animal is owned, kept or harbored.

(x) **Nuisance Animal:** Any animal that commits repeated acts that irritate, perturb or damage rights and privileges common to the public or enjoyment of private property or indirectly injures or threatens the safety of a member of the general public. Such actions include, but are not limited to:

i. Damage to public or private property including, but not limited to, breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flower bed, plant, shrub or tree in any manner;

ii. ripping any trash bag or tipping any solid waste collection container which spills or scatters trash, debris, refuse or waste.

iii. Repeatedly defecating upon any public place or upon premises not owned or controlled by the animal's owner, provided that this definition shall not apply where such waste is immediately removed and properly disposed of by the owner of such animal.

iv. Allowing or permitting an animal to be maintained in an unsanitary condition so as to be offensive to sight or smell.

v. Causing a condition which endangers public health or safety.

(y) **Owner, keeper or harborer:** any person who possesses, harbors, keeps, feeds, shelters, maintains or offers refuge or asylum to any animal, or who professes to keeping, owning or harboring such animal. In addition, any person who signs a receipt as owner, keeper or harborer for the return of an animal from any shelter or animal holding facility shall be presumed to be the owner, keeper or harborer of the animal. A parent or legal guardian shall be deemed to be an owner, keeper or harborer of animals owned, kept or harbored upon their premises by minor children who are less than 18 years of age. Such term shall also include any person who exercises control over or is in possession of any such animal. The term "Owner" when used in this Chapter shall be construed to include "Keepers" and "Harborers."

(z) **Person:** any individual, firm, association, joint stock company, syndicate, partnership, corporation, other state franchised business entity such as a professional association, limited liability company, or limited liability partnership, or other organization of any kind.

(aa) **Pet Animal:** Includes dogs, cats, rodents, birds, reptiles, potbelly pigs, pygmy goats and any other species of animal which is sold or retained as a household pet, but does not include skunks and other species of the wild, exotic or carnivorous animals that may be further restricted in this Chapter.

(bb) **Picket:** Attaching a leash, rope, chain, lead or other similar apparatus or device to the body of an animal and another object for the purpose of confining the animal or limiting the movement of the animal.

(cc) **Pit Bull dog:** Any and all of the following dogs:

- i. The Staffordshire Bull Terrier breed of dogs;
- ii. The American Staffordshire Terrier breed of dogs;
- iii. The American Pit Bull Terrier breed of dogs;
- iv. Dogs which have the appearance and physical characteristics of being predominately of the breeds of dogs known as Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier.
- v. A dog which possesses five out of the following eight characteristics to be a Pit Bull:

1. Head is medium length, with a broad skull and very pronounced cheek muscles, a wide, deep muzzle, a well-defined, moderately deep stop, and strong under jaw. Viewed from the front, the head is shaped like a broad, blunt wedge.

2. Eyes are round to almond shaped, are low in the skull and set far apart.

3. Ears are set high. Uncropped ears are short and usually held rose or half prick, though some hold them at full prick.

4. Neck is heavier and muscular, attached to strong, muscular shoulders.

5. Body is muscular, with a deep, broad chest, a wide front, deep brisket, well-sprung ribs, and slightly tucked loins.

6. Tail is medium length and set low, thick at the base, tapering to a point.

7. Hindquarters are well muscled, with hocks, set low on the legs.

8. Coat is a single coat, smooth, short and close to the skin. Pit Bull puppies have the same characteristics, though in juvenile and adolescent form, muscles along with breadth and depth of head and chest may be less developed. Specifically excepted from this definition is any dog with proof, by a written certification from a veterinarian licensed by the State of Kansas, that the dog does not contain in its lineage any American Pit Bull Terrier, American Staffordshire Terrier or Staffordshire Bull Terrier.



(dd) **Rabbits, Poultry and Domestic Fowl:** Includes; rabbits, pigeons, chickens, chicks, ducks, geese, turkeys, doves, squabs and all similar domestic fowl other than pet animals.

(ee) **Running at Large:** An animal off the premises of its owner and not effectively controlled and restrained by means of a leash, cord, or chain not exceeding ten (10) feet in length. For the purposes of this definition, “the premises of its owner” shall not include common areas of the grounds of a condominium, townhouse or apartment, and unrestrained animals upon those areas shall be deemed to be running at large. The phrase “effectively controlled and restrained” does not exclude extendable leashes that are maintained at ten (10) feet of length or less. It shall be a question of fact whether an individual, due to age, ability, or attention was able to effectively control and restrain an animal by means of a leash, cord, or chain of any length.

(ff) **Service Dog:** A dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability as defined by the Americans with Disabilities Act (ADA).

(gg) **Temperature and Ventilation Standard:** The City hereby adopts the standards promulgated by the American Society for the Prevention of Cruelty to Animals (ASPCA) in association with temperature and ventilation standards. The ASPCA has determined that when the outside temperature is 85 degrees, the inside of a vehicle will reach 102 degrees within ten (10) minutes, even with the windows cracked. In half an hour, the temperature inside a closed vehicle will soar to 120 degrees, which can be lethal to an animal in minutes. Because animals cannot sweat, they cannot control their body temperature in intense heat, leading to extensive organ damage, heatstroke or suffocation.

(hh) **Vicious Propensity:** A known tendency or disposition to approach any individual or domestic animal in an attitude of attack when there is no provocation. The tendency or disposition may be shown by previous documented acts of “attack” or “bite” as defined above.

(ii) **Wild Animals:** Includes all species of animals which exist in their natural unconfined state and the majority of such species are not domesticated.

**SECTION 2. Chapter II, Article 2 Amended.** Chapter II, Article 2 of the Code of the City of Maize, Kansas, is amended to read as follows:

## **ARTICLE 2: LICENSING AND REGISTRATION**

2-201. REGISTRATION; TAGS. The owner of any dog of the age of six months or over shall cause the same to be registered with the City. The registration shall be maintained in the City’s electronic permit/registration system. Said registration shall contain the name, address and telephone number of the animal’s owner, the animal’s breed, name, sex, whether spayed/neutered, color and description and such other information as may be deemed necessary. The City Clerk, authorized assistants, or authorized vendors shall, upon payment of the license fee, provide the owner of the dog a receipt and shall also issue a suitable metallic or plastic tag, bearing a number and stating the year for which the tag is issued. The person to whom the tag is issued shall thereafter cause such tag to be attached to a suitable collar or harness worn by the dog.

It shall be unlawful for the owner of any newly acquired dog or any dog brought into the City to fail to register such animal within 30 days from acquisition or bringing the dog into the City. It shall be unlawful for the owner of any previously registered dog to fail to maintain current registration of such dog. It shall be unlawful for any person to place on any dog a tag issued for any other dog or to make or use any false, forged or counterfeited tag or imitation thereof.

At the time of registration, the owner of any dog shall present to the City a certificate from any accredited veterinarian showing that the dog has been vaccinated against rabies with an approved vaccine. This certificate shall also show if the animal is spayed or neutered. The owner shall also provide information regarding whether the dog is contained within a fenced yard or fenced run. The premises shall be available for inspection to insure a fenced yard or fenced run is available that can adequately confine the dog.

It shall be unlawful for any person to make a false statement in an application for a license, and a false statement shall render null and void the license issued.

2-202. ANNUAL LICENSE FEE. There shall be imposed an annual license fee upon owners of each dog the age of six months or over. The standard license fee is \$35 per dog. If the owner furnishes a certificate showing that the animal has been micro-chipped, the license fee is \$25 per animal. If the owner furnishes a certificate showing that the animal has been spayed or neutered the license fee is \$20 per animal. If the owner testifies that the animal is confined in a fenced yard or fenced run, the license fee per animal is \$15. If the owner provides proof that the animal is both spayed/neutered and is confined in a fenced yard or fenced run the license fee per animal is \$10.

All licenses issued under this Article 2 will expire one year from the date the license is issued. A late fee of \$1 shall be assessed for each month beginning 30 days after the expiration of any previous annual registration for failure to renew. Any dog not licensed with the City within a period of 60 days after the licenses has expired may be cited for failure to license a dog. Any person who keeps, harbors or owns an unlicensed dog may be cited for keeping an unlicensed dog.

2-203. INOCULATION AGAINST RABIES REQUIRED. No license tag required by this Chapter for any animal over five months old will be issued unless the owner of the animal furnishes a certificate showing the animal has been inoculated against rabies as set forth below:

i. Inoculation must be performed by a person licensed to practice veterinary medicine in the State of Kansas.

ii. Inoculation must be with a prophylactic vaccine approved by the United States Department of Agriculture and listed in the current National Association of State and Public Health Veterinarians' Compendium of Rabies Control.

iii. Annually, a veterinarian must certify to the City that such dog has been properly vaccinated in accordance with the current compendium of rabies control. Annually, a new vaccination tag shall be assigned to such dog.

iv. Unless a licensed veterinarian certifies to the City that such vaccination would be injurious to such dog due to its age or health, all dogs or cats must be vaccinated for rabies by a licensed veterinarian at least every three years. Ferrets must be vaccinated for rabies annually.

2-204. ENUMERATION OF ANIMALS. The City Council may require an annual enumeration of all dogs and cats owned within the City. The enumeration shall account for the number and ownership of all dogs and cats owned in the City and the City shall do whatever follow up is necessary to ensure that all dogs over six months harbored in the City are vaccinated and licensed.

2-205. FEES TO GENERAL FUND. All fees, charges and penalties paid to or collected by the City under or pursuant to the provisions of this Article shall be paid to the City Clerk and credited to the general operating fund.

**SECTION 3. Chapter II, Article 3 Amended.** Chapter II, Article 3 of the Code of the City of Maize, Kansas, is amended to read as follows:

### **ARTICLE 3. ANIMAL CONTROL AND PROTECTION**

2-301. UNLAWFUL KEEPING OF ANIMALS. It shall be unlawful for any person to keep, harbor, own or in any way possess within the corporate limits of the City:

(a) on premises of less than one (1) acre of contiguous land area: any horse, donkey, mule or other equine; sheep; goat; swine; cow, ox or other bovine; or large ratite;

(b) not more than one of the animals listed at Section 2-301(a) may be kept, harbored, owned or in any way possessed on premises that are between one acre of contiguous gross land area and less than two (2) acres of contiguous land area;

(c) one (1) additional animal per acre, above the number allowed in Section 2-301(a)(1) of the animals listed at Section 2-301(a), may be kept, harbored, owned or possessed on premises that consist of contiguous land area that is two (2) acres or larger; i.e., two of the above-listed animals on two acres or more, three on three acres or more, four on four acres or more, etc.

(d) Roosters (male chickens), guinea cocks, peacocks or other birds that by nature exhibit loud calls;

(e) More than two (2) rabbits or more than three (3) fowl on any one (1) premises;

(f) Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to non-human primates such as apes, chimpanzees, gibbons, gorillas, orangutans, siamangs, and baboons, as well as bears, bison, bobcats, cheetahs, crocodilians, constrictor snakes, coyotes, deer, white-tailed deer, elk, antelope, moose, elephants, game cocks or other fighting birds, hippopotami, hyenas, jaguars, leopards, lions, lynxes, monkeys, ostriches, pumas, cougars, mountain lions, panthers, raccoons rhinoceroses, skunks, tigers, foxes and wolves; but excluding ferrets and small rodents of varieties used for laboratory purposes);

(g) Any mammal, amphibian, fish, reptile or fowl which is of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being, or property, including but not limited to snakes which are venomous or otherwise present a risk of serious physical harm or death to human beings as a result of their nature or physical makeup including, but not limited to, boa constrictors, Madagascar ground boas, green and yellow anacondas, Cuban boas, Indian pythons, reticulated pythons, African rock pythons, Amethystine pythons, Boelens pythons and all members of the family pythonidae that exceed 6 feet in length;

- 2-302. COLLAR OR HARNESS REQUIRED. The owner of any dog shall cause the same to wear a collar or harness while such animal is outside the dwelling of the owner. The tag required in Section 2-201 shall be securely affixed to the collar or harness of each dog registered. The tag shall be situated on the collar or harness in such a manner that it may at all times be easily visible to law enforcement officers or animal control officers of the City. When so requested, replacement tags shall be issued for \$1 each, upon presentation of the receipt. It shall be unlawful for any person to take off or remove the City registration tag from any dog belonging to another, or remove the strap or collar on which the same is fastened.
- 2-303. PRESENTATION OF ANIMAL. The owner of any animal shall physically produce the animal for observation, identification or inspection when requested to do so by a City animal control officer or law enforcement officer investigating a violation of the animal control and/or welfare laws of the City, provided the officer has probable cause to believe a crime or violation of the animal control laws has been committed. Failure to do so is unlawful.
- 2-304. NUMBER OF DOGS AND CATS PERMITTED; PERMITS. The owning, keeping or harboring of up to a maximum of two dogs and up to a maximum of three cats upon any premises or property or in any dwelling or living quarters of any type within the City is permitted. There shall be a rebuttable presumption that the owning, keeping or harboring of more than two dogs and/or three cats upon any premises or property or in any dwelling or living quarters of any type within the City shall be considered a nuisance and is prohibited; provided:
- (a) Any person who desires to own, keep, or harbor more than two dogs and/or more than three cats may apply to the City Clerk or designee for an "Animal Maintenance Permit" that shall, upon issuance, permit the applicant to own, keep or harbor the animals specifically allowed in that permit.
    - (1) All applicants must rebut the presumption of a nuisance and adequately show that special circumstances exist that justify the keeping of the subject animals, and that the keeping of additional animals will not create a nuisance in the surrounding neighborhood, that humane care will be provided and that the premises where the animals are kept is suitable for the keeping of multiple animals and is in conformity with all City zoning requirements. The criteria to be evaluated include, without being limited to, the following:
      - (A) That the animals will be kept or maintained at all times in a safe and sanitary manner;
      - (B) That the quarters in which such animals are kept or confined will be adequately lighted and ventilated and are so constructed and maintained that they can be kept in a clean and sanitary condition;
      - (C) That the health and wellbeing of the animals will not in any way be endangered by the manner of keeping or confinement;
      - (D) That the keeping of such animals will not harm the surrounding neighborhood or disturb the peace and quiet of the surrounding neighborhood;
      - (E) That the keeping of such animals will not cause fouling of the air by offensive odors and thereby create or cause unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animals are kept or harbored;
      - (F) That the animals will not unreasonably annoy humans, endanger the life, health or safety of other animals or persons or substantially interfere with the rights of citizens to the enjoyment of life or property.
      - (G) That the animals will not repeatedly run or be found at large, will not

damage or deposit excretory matter upon the property of anyone other than their owner, and will not chase vehicles or molest or intimidate pedestrians or passersby.

(H) That the animals will not make disturbing noises, including but not limited to, continued and repeated or untimely howling, barking, whining or other utterances causing unreasonable annoyance, disturbance or discomfort to neighbors and others in close proximity to the premises where the animals are kept or harbored, or otherwise be offensive or dangerous to the public health, safety or welfare, by virtue of their behavior, number, type or manner of keeping.

(I) That the applicant, or any person who will share in the care, custody and control of the animals is not currently in violation of or has not previously violated any applicable City, state or federal laws, codes, rules or regulations, including, but not limited to, those pertaining to the care and control of animals and the maintenance of their property, which would reflect adversely on their ability to fully comply with the conditions of the subject permit.

(b) The City Clerk or designated agent shall establish an application process to be followed by all individuals seeking an animal maintenance permit. The permit shall be issued on an annual basis. The fee for such animal maintenance permit shall be \$50 the first year and \$10 for each renewal year. These fees are in addition to regular licensure fees for each animal. All fees shall be nonrefundable and nontransferable. The animal maintenance permit shall be issued for the individual animals listed in the application and shall not be transferable to other animals. Should an animal subject to the permit be replaced, a new application, permit, and \$50 permit fee shall be required. The fact an individual has previously been issued an animal maintenance permit may be considered but shall not be controlling in the decision to issue an animal maintenance permit for a different animal.

(c) The Chief of Police or designated agent shall deny any application where the applicant fails to show proof of the aforementioned requirements, or an examination of the documentation submitted by the applicant or an investigation by an animal control officer or the police department, or both, reveals that in their opinion the applicant has failed to meet the requirements of this Section. Any application for the combination of a maximum of six animals (with a maximum of four dogs; maximum of six cats), shall be required to show proof of meeting the required standards by clear and convincing evidence. The animal control officers or police department shall submit a written report of its investigation stating the factual basis for its recommendation to grant or deny any application. The animal control officers or police department shall consider the comments of neighbors, past violations by applicant, the size, condition and location of the area where the animals will be kept, the size of the animals to be kept, past complaints concerning the applicant, the burden of proof and the criteria set forth in this Section, or any other factors relative to the issue of keeping additional animals.

(d) More than four dogs is considered a kennel. More than six cats is considered a cattery. Kennels and/or catteries are not allowed in any residential area. The Chief of Police or designee may issue a kennel permit to any person who keeps dogs or cats for breeding or selling on a commercial basis within the City. The applicant must be in conformity with the City zoning ordinances and state laws, must not have been convicted of violating the cruelty or animal welfare laws of this or any other jurisdiction, and must make a satisfactory showing that the area for housing the animals will provide a humane standard of care and will not constitute a nuisance to the surrounding neighborhood. The fee for such a blanket permit shall be as follows: 1- 2 litters per year - no license required; 3 or more litters per year, animal pounds and pet stores - \$100 per year. The fee is due on or before February 1<sup>st</sup> of each year, provided all animals owned, kept or harbored pursuant to this paragraph that

are six months of age or older must be licensed in accordance with this Article. In addition, no more than one kennel permit shall be issued per premises.

(e) The permits described in this Section may be revoked by the Chief of Police or designee upon a showing that the animal's place of keeping constitutes a nuisance to the surrounding neighbors, that humane standards of care are not being met by the permittee, or that a violation of City zoning regulations has occurred, or that the permittee had provided false information in their application.

2-305. DOG CONTROL. (a) Dog Control. All dogs must be confined to the residential property of the owner of the dog; provided, dogs may be taken off the residential property of the owner when:

(1) the dog is on a leash no longer than 10 feet in length and under the control of a responsible person. Whether a person is responsible shall be determined by giving due consideration to the size and temperament of the animal; provided, all dogs determined to be vicious and registered as vicious animals under the provisions of this Article shall be muzzled when off the residential property of the owner and shall be under the control of an adult;

(2) the dog is confined in a cage or within the enclosed interior of a motor vehicle;

(3) the dog is under the control of the owner and during the conduct of an AKC, UKC or other kennel club or organized dog club trial, show or exhibition, or during organized public animal exhibitions or competitions;

(4) the dog is under the control of the owner and during the conduct of training a dog for legal hunting activities, provided that if such training includes the discharge of a firearm, the conditions of the Uniform Public Offense Code and Kansas state law must be complied with; provided further, no training for hunting purposes will be conducted on any property without the permission of the landowner upon whose property the training is occurring; provided further, that such training and/or hunting activities are prohibited from all public parks and recreational facilities.

(b) For the purpose of this Section, confined to the residential property of the owner shall mean, but not be limited to mean, confined either inside the residential structure of the owner or, if outside the residential structure of the owner, the dog shall be physically restrained on a chain or leash or within a suitable fence or other proper method of physical restraint from which it cannot escape; provided:

(1) If the dog is in the physical presence of its owner and on its owner's property and under the demonstrated direct and immediate voice control of its owner, it shall be considered confined to the residential property of its owner. It shall not be considered confined to the residential property of the owner if the dog is off the property of the owner, whether it is under the demonstrated direct and immediate voice control of its owner or not.

(2) Dogs may be confined to the premises of the residential property of their owner by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or a collar that controls the movement of a dog by emitting an electrical shock when the animal wearing the collar nears the boundary of the owner's property. The collar may be controlled manually by a person or automatically in a predetermined manner. Dogs confined to residential property of the owner by an electronic fence or an electronic collar shall not be permitted to be nearer than 10 feet from any public sidewalk or property line that is contiguous to neighboring property. In addition, dogs are prohibited from being confined by an electronic fence or an electronic collar in the front yards of an owner's property. No dog having been found a dangerous animal by the City shall be confined by an

electronic fence or an electronic collar.

2-306. RUNNING AT LARGE. (a) It shall be unlawful for the owner of any animal other than a cat or cats to permit the same to run at large.

(b) Any owner of any animal, other than cats, found running at large within the corporate limits of the City shall be deemed guilty of a misdemeanor. Knowledge or intention on the part of the owner shall not be elements of this offense. The animal control officer may seize, impound and cause to be destroyed any such animal, pursuant to the provisions of K.S.A. 47-1701 *et seq.*, and amendments thereto. The animal control officer may cause any such impounded animal to be returned to its rightful owner upon the payment of a service charge, a boarding fee for days spent in confinement at the shelter prior to the return of the animal, and citations for the animal for running at large, and all other applicable citations for violation of this code.

(c) Any animal injured or found to be ill on public property while running at large shall be removed by an animal control or police officer who shall, if necessary, place such animal or animals in the custody of a doctor of veterinary medicine duly licensed by the state of Kansas for treatment of injury or illness, and the owner of any such animal or animals shall be liable for veterinary, impound or related expenses.

(d) The owner of an injured animal taken to a veterinarian by the animal control officer or a police officer is responsible for payment of charges for veterinary services related thereto. The owner shall reimburse the City for all expenditures the City may pay for veterinary services rendered to or on behalf of the owner's animal under this Section, and the costs and fees may be ordered as restitution associated with any citation issued under this Section.

(e) If any animal dies while running at large on public property, the owner shall be liable for disposal fees established by the animal shelter in addition to penalties for violation of this Section as set out in Article 7.

2-307. HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE. It shall be a separate offense for any person to receive two or more citations for violation of Section 2-306 within a 36 consecutive month period. Such person shall be cited as a habitual violator. Violation of this Section may be found when a single individual has been adjudicated guilty of a violation of Section 2-306(a) regardless of the number of animals involved in such violations. Any person found guilty of a violation of this Section shall be fined a minimum of \$500 and a maximum of \$1,000 for each habitual violator citation. The Municipal Court Judge shall have no discretion to suspend the minimum fine or any portion thereof. A person cited for violation of this Section shall be required to appear in Municipal Court. In addition, the Municipal Court Judge shall have the authority to sentence the individual to up to six (6) months in jail. It shall be a defense to an alleged violation of this Section for the violator to have been adjudged not guilty of a charge under Section 2-306, or that the charge was dismissed without a finding of, or admission of, guilt.

2-308. BARKING DOGS. (a) It shall be unlawful for the owner of any dog to permit such dog, by loud and persistent or habitual barking, howling or yelping, to disturb any person or neighborhood, and the same is hereby declared to be a public nuisance.

(b) Either the animal control officer or a law enforcement officer may issue a citation for violation of subsection (a) above upon receiving two complaints within two weeks for excessive barking by the same dog from at least two separate and independent complainants, or upon receiving one complaint and personally

observing such excessive barking.

(c) Complainants shall sign a written complaint noting the date and time of the barking, the length of the barking episode(s), the animal believed/known to be barking, and any additional relevant information concerning the excessive barking.

(d) Animals who are found to bark excessively following teasing or harassment by neighbors shall not be found to have violated this Section.

2-309. ANIMAL BITES. (a) No person who owns, possesses, harbors or exercises control over any animal shall do the following:

(1) Permit or allow the animal to attack or bite any person or domestic animal not on the premises of such owner;

(2) Permit or allow the animal to attack or bite any person or domestic animal upon the premises of the residence of such owner or upon the premises of any business establishment not then open to the public. It is an affirmative defense to this paragraph if such premises are previously posted at each entrance with a prominent and conspicuous sign warning all persons of the animal, and the animal is confined in a proper enclosure. It is also an affirmative defense to this paragraph that the attack or bite by the animal was necessary to prevent or apprehend a person engaged in committing an act of violence, robbery, theft or other crime upon the property;

(3) Permit or allow the animal to attack or bite any person or animal upon the premises of any business establishment that is open to the public. It is an affirmative defense to this paragraph that the attack or bite by the animal was necessary to prevent or apprehend a person engaged in committing an act of violence, robbery, theft or other crime upon the property.

(b) For the purposes of this Section, the word "permit" shall mean allow or let happen. Knowledge or intention on the part of the person who owns, possesses, harbors or exercises control over the animal shall not be elements of this offense.

(c) The provisions of this Section shall not apply to any law enforcement officer who uses an animal while engaged in law enforcement activities, nor to any owner of any animal which attacks or bites a person engaged in physically attacking or striking such owner.

2-310. CRUELTY TO ANIMALS. (a) Cruelty to animals is:

(1) intentionally killing, injuring, maiming, torturing, mutilating, beating or overworking any animal; this includes, but is not limited to, administering any poisonous substance with the intent that the same shall be taken or swallowed by any animal;

(2) acting or failing to act when the act or failure to act causes or permits pain or suffering to such animal;

(3) abandoning or leaving any animal in any place or releasing or dumping an animal from a vehicle without making provisions for its proper care; in addition, "abandon" means for the owner to leave an animal without demonstrated or apparent intent to recover or resume custody, to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence, or to turn out or release an animal for the purpose of causing it to be impounded;

(4) failing to provide adequate care, adequate food, adequate health care, adequate shelter or adequate water; or

(5) failing to provide veterinary care when needed to treat injury or illness unless the animal is promptly destroyed in a humane manner.

(b) The provisions of this Section shall not apply to:

(1) Normal or accepted veterinary practices;



- (2) Bona fide experiments carried on by recognized research facilities;
- (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated or as permitted under Section 2-311 or Section 2-307 herein;
- (4) Rodeo practices accepted by the Rodeo Cowboys' Association;
- (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control by the owner thereof or the agent of such owner residing outside of the City or the owner thereof within the City if no animal shelter, pound or licensed veterinarian is within the City, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of any incorporated humane society, the operator of an animal shelter or pound, public health officer or licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
- (6) With respect to farm animals, normal or accepted practices of animal husbandry;
- (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing an immediate threat to any person, farm or domestic animal or property; or
- (8) The killing of any animal by an animal control officer or law enforcement officer trained in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

2-311. SEIZURE AND DISPOSITION OF ANIMALS. (a) Any public health officer, animal control officer, law enforcement officer or licensed veterinarian, or any officer or agent of any duly incorporated humane society, animal shelter or other appropriate facility, may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined herein, and when failure to do so would result in further injury or pain and suffering to the animal. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if it appears as determined by an officer of such humane society or by such veterinarian that the animal is diseased or disabled beyond recovery for any useful purpose, for humane killing.

(b) If a person is adjudicated guilty of the crime of cruelty to animals, as defined in Section 2-308(a) herein, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person.

2-312. ABUSE AND NEGLECT OF ANIMALS. (a) It shall be unlawful for an owner of an animal to fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry, and compatible with the condition, age and species. An animal must also have the opportunity for adequate daily exercise. This requires that an owner must offer some freedom from continuous chaining, stabling or tethering. All restraints placed on an animal must be such that it prevents the animal from being tangled or injured by the restraint. The area where animals are kept must also be kept free from unsanitary conditions and vermin-harboring debris.

(b) It is unlawful for any person to offer to give or to give a live animal as a prize or as a business inducement or any other form of gratuity.

- 2-313. INJURY TO A DOMESTIC ANIMAL. (a) Injury to a domestic animal is willfully and maliciously:
- (1) Administering any poison to any domestic animal;
  - (2) Exposing any poisonous substance with the intent that the same shall be taken or swallowed by any domestic animal; or
  - (3) Killing, maiming, or wounding any domestic animal.
- (b) This Section shall not apply to any person exposing poison upon their premises for the purpose of destroying coyotes or other predatory animals in accordance with state law, nor shall it apply to any licensed veterinarian who administers any such substance in the practice of veterinary medicine in accordance with the standards of the veterinarian profession.
- (c) It is unlawful to injure a domestic animal in a willful or malicious way as described in this Section 2-311.
- 2-314. RESCUE OF ANIMALS FROM VEHICLES. Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endanger its life as determined by an animal control or law enforcement officer, such is a violation of this Section and any animal control officer is hereby authorized, with assistance from the police, to enter such vehicle and rescue such animal and thereafter impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this Section and impounded, if such owner cannot be determined.
- 2-315. COMMERCIAL ANIMAL ESTABLISHMENTS; STANDARDS. Any person operating a commercial animal establishment shall keep and maintain the animals, and all structures, pens, or yards, tanks, ponds or other holding areas in which the animals are kept, in such a manner as to prevent a nuisance or health hazard to humans and to avoid injury and illness to these animals. All holding areas must be properly sanitized so as to keep the animals enclosed therein free of diseases. All such animals shall be provided with a constant supply of wholesome food and water or in lieu of this, the proprietor shall prominently and publicly post and shall follow a schedule for adequate feeding and watering. A schedule shall also be posted for cleaning and maintaining cages and other holding areas at the facility. Any animal that is infected or diseased with an infectious agent shall be immediately isolated in such a manner as to prevent spread of disease to any other healthy animals, and it shall be treated immediately to prevent further condition deterioration or euthanized, and if the owner fails or refuses to provide for such, the supervisor of animal control may remove each/such animal to the animal shelter for disposition. All commercial animal establishments must permit inspection of their records, premises and the animals harbored therein by animal control officers, law enforcement officers and City and state inspection officials. It is unlawful for any person to fail to comply with the standards set out in this Section 2-315.
- 2-316. UNLAWFUL TRAPPING. Unlawful trapping is the utilization, except for display or exhibition purposes, of any trap, net, snare, or other trapping device which does not painlessly capture or immediately kill its victim; or the utilization of any trap of the type commonly known as steel jaw, leghold traps.
- 2-317. UNLAWFUL TRADING IN ANIMALS. The giving away of any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter any contest, game, or other competition; or as an inducement to enter a place of amusement or business;

or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade is unlawful.

- 2-318.        **DESTRUCTION OF CERTAIN ANIMALS.** Law enforcement officers or animal control officers of the City or anyone having the authority of an animal control officer, as designated by the City Administrator or Chief of Police, may kill any dog, cat, domestic animal or warm-blooded animal without notice to the owner thereof, whether or not it bears the required tag, if such dog, cat, domestic animal or warm-blooded animal is deemed by the officer to be a vicious animal, or injured severely with no apparent chance of survival, or in such pain as to warrant humane destruction. The remains of any such animal so destroyed may be preserved by such officers to permit a test to be conducted for rabies.
- 2-319.        **DISEASE CONTROL; QUARANTINE.** When rabies or other communicable diseases are known to exist in the community, or when it is known to exist in neighboring communities, the Mayor may declare a quarantine of all dogs, cats, other domestic animals and any other warm-blooded animals. It shall be the duty of the owner of the dog, cat, other domestic animal and any other warm-blooded animal to keep such dog, cat, other domestic animal and any other warm-blooded animal confined to the premises of such owner and under control.
- 2-320.        **ENFORCEMENT OF QUARANTINE.** It shall be the duty of all animal control officers, or anyone having the authority of an animal control officer, law enforcement officers, or those having the authority of law enforcement officers to enforce such quarantine. The City Administrator and the Chief of Police shall have the right to deputize other persons as needed. Such deputized persons need not seize such animals but shall aid in determining the owner to the end that warrants of arrest can be issued against the violating owners.
- 2-321.        **DEAD ANIMALS; DUTY TO REPORT.** It shall be unlawful for any person to put any dead animal in any street, avenue, alley, or other public place in the City and it shall be the duty of the owner and all persons having knowledge of any dead animal on public property in the City to immediately report the same to the police department, giving the kind of animal and the place where the same may be found. It shall be the duty of the police department, immediately upon receipt of such report, to remove or provide for the removal of such dead animal.
- 2-322.        **REMOVAL OF DEAD ANIMAL.** It is the responsibility of the owner of the premises to remove all deceased animals within 12 hours after the death of such animal. If not so removed, the police department shall cause the animal to be removed and the cost of removal will be assessed against the owner.

**SECTION 4. Chapter II, Article 4 Amended.** Chapter II, Article 4 of the Code of the City of Maize, Kansas, is amended to read as follows:

#### **ARTICLE 4. DANGEROUS DOGS**

2-401. DANGEROUS DOG DESIGNATION; DISPOSITION; APPEAL. (a) The animal control officer, Chief of Police, or their designee, may declare a dog to be dangerous based on:

- (1) the nature of any attack committed or wound inflicted by the animal;
- (2) the past history and seriousness of any attacks or wounds inflicted by the animal;
- (3) the potential propensity of the animal to inflict wounds or engage in aggressive or menacing behavior in the future;
- (4) the conditions under which the animal is kept and maintained which could contribute to, encourage, or facilitate aggressive behavior, such as, but not limited to, allowing the animal to run at large, tethering in excess of legal limits as defined in this Chapter, physical property conditions, presence of young children, the elderly or infirm within or residing near the home, any past violations of this Chapter and/or failing to provide proper care, food, shelter or water.

(b) The Chief of Police, in determining whether a dog is a dangerous dog, shall also consider the following:

- (1) if the dog was actively being used by a law enforcement official for legitimate law enforcement purposes; or
- (2) if the threat, injury or damage was sustained by a person:
  - i. who was committing, at the time, a criminal trespass or other wrongful act upon the premises lawfully occupied by the owner of the dog; or
  - ii. who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or
  - iii. who was committing or attempting to commit a crime; or
  - iv. if the dog was responding to pain or injury.

(b) Upon finding that a dog is dangerous, the Chief of Police or designee will notify the owner of the dangerous dog whether the dog should be removed from the City or may be maintained under conditions described in Sections 2-403, 2-404 and 2-405. Notice will be sent to an owner of a dangerous dog in the following manner:

(1) by personal service at the dog owner's usual place of abode by leaving a copy of the notice with some person of suitable age and discretion residing therein; or

(2) by certified mail addressed to the owner's last known address, or addressed to the location where the dog is maintained/harbored. Service by certified mail will request a return receipt, with instructions to the delivering postal employee to show to whom it was delivered, the date of delivery, and the address where it was delivered. Service of process by certified mail shall be considered obtained upon the delivery of the certified mail envelope. If the certified mail envelope is returned with an endorsement showing refusal of delivery or failure to serve the letter for any reason, the Chief of Police or designee shall send a copy of the notice to the owner by ordinary first class mail. This first class mailing will be evidenced by a certificate of mailing. Service will be considered obtained upon the mailing of this additional notice by first class mail.

(c) If the Chief of Police or designee determines a dog is a dangerous dog that should be removed from the City, the owner will have five days after receiving notice as provided in Section 2-401(b) to remove the dog from the City. If the owner fails to remove the dog from the City within the five-day period, the Chief of Police or designee may cause the dog to be seized, impounded and disposed of. If the Chief of Police or designee determines a dangerous dog may be kept in accordance with conditions described in Sections 2-403, 2-404 and 2-405 the owner will have five days after receiving notice as provided in Section 2-401(b) to come into compliance with conditions set forth in Sections 2-403, 2-404 and 2-405. After the five-day period, if the owner fails or refuses to come into compliance with the conditions set forth in Sections 2-403, 2-404 and 2-405 the Chief of Police or designee may cause the dangerous dog to be seized, impounded and disposed of.

(d) It is unlawful to keep a dangerous dog if the owner of the dog is not in compliance with conditions set forth at Sections 2-403, 2-404 and 2-405 following the five-day period after receiving notice that the dog is a dangerous dog that must be maintained under conditions set forth in Sections 2-403, 2-404 and 2-405.

2-402. APPEAL OF FINDING THAT A DOG IS A DANGEROUS DOG. (a) The owner of a dog declared to be dangerous may request a review of the determination that the dog is a dangerous dog by filing a written request with the City Administrator within ten days of the receipt of a notification from the Chief of Police.

(b) Upon receipt of a request for review, the City Administrator shall hold a hearing within ten days to review the determination by the Chief of Police that a dog is a dangerous dog.

(c) The City Administrator or designee ("City Administrator"), in reviewing a determination of the Chief of Police that a dog is a dangerous dog will consider the factors set out at Section 2-401(a). If the City Administrator decides a dog is a dangerous dog, the City Administrator will decide whether the dog should be removed from the City or may be maintained in compliance with conditions set forth in Section 2-403, 2-404 and 2-405. The Chief of Police or designee shall attend the City Administrator's hearing. The dangerous dog owner and the Chief of Police or designee will present evidence at the hearing. Witnesses who testify at the hearing will be subject to cross-examination.

(d) Pending a decision by the City Administrator on the review, the owner shall comply with the determination of the Chief of Police as to whether the dog should be removed from the City or maintained in compliance with the conditions set forth in Sections 2-403, 2-404 and 2-405. The City Administrator's decision is a final decision which, in compliance with state statute, be appealed to the 18<sup>th</sup> Judicial District, District Court of Sedgwick County, Kansas.

2-403. DANGEROUS DOG; FAILURE TO CONFINE; DESTRUCTION AND DEFENSES. (a) It is unlawful for an owner of a dog designated to be a "dangerous dog" that is not ordered removed from the City, to permit the dog to be outside an approved or secure enclosure unless the dog is restrained by a substantial chain or leash and under physical restraint by a responsible person who is 18 years of age or older and possesses sufficient strength for physical control of the animal for the purpose of transportation to and from a veterinarian for medical treatment. In such event, the dangerous dog shall be securely muzzled and restrained with a chain or leash not exceeding four feet in length and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

(b) Secure or approved enclosures required under this Section must be approved by the Chief of Police or designee and be adequately lighted and kept in a clean and sanitary condition.

(c) The owner shall allow access to the property where the dangerous animal is being harbored, to facilitate inspections and insure compliance for the duration of the life of the animal. Failure to allow access shall be *prima facie* evidence of a violation of this Section.

(d) The owner of any dog that has been determined to be dangerous shall be required to have the animal surgically sterilized by a licensed veterinarian within thirty days of the dangerous animal determination, at his or her own expense. The owner shall provide documentation of the sterilization upon completion. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro-chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro-chipping of the dog.

(e) Any owner failing to provide documentation of the sterilization procedure as required by this Section shall be deemed guilty of a misdemeanor, and shall be required to immediately remove the dog from the City.

(f) The owner of any dog that has been determined to be dangerous shall be required to have a microchip, traceable to the dangerous dog and the current owner, inserted into the dog and copies of documentation of said procedure available for review by the animal control officer, Chief of Police, or their designee. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro-chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro-chipping of the dog. Any owner of a dangerous dog who fails to comply with this provision shall be deemed guilty of a misdemeanor.

(g) It is unlawful for anyone having prior felony convictions defined in Articles 34, 35, 36, and 43 of Chapter 21, and Article 41 of Chapter 65 of the Kansas Statutes Annotated to possess, harbor, own or reside on any premises with a dangerous dog.

(h) It shall be unlawful for any person to:

(1) harbor, keep or maintain a dangerous dog on property not owned by such person without the written consent of the landowner; or

(2) sell, barter or give away to another person a dog which has been deemed dangerous; or

(3) Own, keep or harbor more than one dog which has been declared dangerous by this Article.

(i) Should a previously determined dangerous dog be found running at large in violation of this Article, and should it attack or inflict injury upon any person, the judge of the municipal court shall, in addition to any other penalty provided in this Chapter, order the dog destroyed; provided, however, the judge of the municipal court may, at his or her discretion, consider whether the attack or injury was sustained by a person who, at the time, was committing a criminal trespass or other wrongful act upon the premises of the owner of the dog, or was tormenting, abusing, or assaulting the dog, or has, in the past, been observed or reported to have tormented, aroused, or assaulted the dog or was committing or attempting to commit a crime.

2-404. **SIGNS REQUIRED.** Upon determination by the animal control officer, Chief of Police, or their designee, the owner of a dangerous dog shall display in a prominent place at the entrance to his or her premises a clearly visible warning sign indicating

there is a dangerous dog on the premises. A similar sign is required to be posted on the secure enclosure in which the animal is harbored.

2-405. REGISTRATION AND INSURANCE. (a) The owner of a dangerous dog shall annually register the dangerous dog with the City on such forms as designated by the Chief of Police or designee, and shall have a microchip, traceable to the current owner of the dog, inserted into the dog. The owner shall complete an application and shall pay an addition \$100 annual registration fee to the City of Maize in addition to normal annual registration fees and shall pay all costs associated with the microchip procedure. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro-chipping of the dog. The owner of a dangerous dog shall notify the City of Maize in writing a minimum of seven days prior to any change in the address of the owner of the dog or the location of the dangerous dog.

(b) The owner of a dangerous dog or approved Pit Bull designated as a service animal required to be registered under this Section shall be required to maintain liability insurance in the amount of \$100,000 per occurrence for such dog against the potential injury or damage liabilities and hazards associated with the ownership or possession of such dog. The owner or person harboring a dangerous dog or Pit Bull shall file with the City of Maize a certificate of insurance reflecting the required minimum insurance.

2-406. PIT BULL DOGS. (a) It is unlawful to own, keep or harbor a dog identified as a Pit Bull as defined by this Chapter; EXCEPT, a Pit Bull may be allowed within the City, after approval by the Chief of Police, if the dog is certified as a service dog that is trained to do work or perform tasks for people with disabilities recognized by the Americans with Disabilities Act and if verifiable certification/documentation declaring the dog as a service animal is provided in writing at the time the dog is registered with the City.

(b) If a Pit Bull is approved to be kept or harbored, the following is unlawful:

(i) to keep or harbor more than one approved Pit Bull.

(ii) to fail to have a Pit Bull spayed or neutered.

(iii) to permit the dog to be outside an approved secure enclosure unless the dog is restrained by a substantial chain or leash and under physical restraint by the registered owner who possesses sufficient strength for physical control of the animal.

(iv) to fail to securely muzzle and restrain the dog with a chain or leash not to exceed four feet in length. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

(v) to fail to have an approved Pit Bull micro-chipped, traceable to the dog and the current owner, by the microchip being inserted into the dog.

(vi) to fail to provide to the City copies of documentation of said procedure at the time the dog is registered with the City and to fail to have such documentation available for review by the animal control officer, Chief of Police, or their designee.

(c) Exemptions for Pit Bull dogs shall be reviewed and approved by the Chief of Police or designee on an annual basis at the time of registration renewal under the guidelines of this Section.

(d) For the purpose of this Section, verifiable certification/documentation of a service dog shall mean an identification card or letter with:

i. the legal name of the dog's user;

ii. the name, address and telephone number of the facility, school or trainer who trained the dog;

iii. what task(s) the dog has been trained to perform; and

iv. a picture or digital photographic likeness of the dog user and the dog. If a card is used, the picture or digital photographic likeness shall be on the card. If a letter is used, the picture or digital photographic likeness shall either be printed as a part of the letter or be affixed to the letter.

v. The Chief of Police may require any other documentation or proof deemed necessary to verify the legitimate use of a Pit Bull as a service dog before allowing the dog to be registered, kept, maintained or harbored in the City.

(e) If the animal is a Pit Bull dog, the owner shall be given five days from receipt of notice to safely remove the dog from the City. After five days from receipt of notice and the failure or refusal of the owner to remove the animal, any animal control officer or law enforcement officer shall forthwith cause the animal to be seized and impounded.

(f) It is unlawful for the owner of a Pit Bull to:

(1) represent that such person has the right to be accompanied by a service dog, unless such person has the right to be accompanied by such dog pursuant to this Article; or

(2) represent that such person has a disability for the purpose of acquiring a service dog unless such person has such disability; or

(3) misrepresent or provide false training or certification documents that such dog is trained as a service dog.

**SECTION 5.** Chapter II, Article 5 Amended. Chapter II, Article 5 of the Code of the City of Maize, Kansas, is amended to read as follows:

**ARTICLE 5.  
[RESERVED.]**

**SECTION 6.** Chapter II, Article 7, Section 702 Amended. Chapter II, Article 7, Section 702 of the Code of the City of Maize, Kansas, is amended to read as follows:

2-702. **LAW ENFORCEMENT CANINES.** The provisions of this Article shall not apply to law enforcement canines owned, kept and maintained by any commissioned police officer, and certified as trained for law enforcement purposes nor shall the provisions of this Article apply to law enforcement canines brought into the City at the request of the police department for assistance in law enforcement purposes, provided that all law enforcement canines shall be inoculated against rabies as required by Section 2-201.

**SECTION 7.** Chapter II, Article 7, Section 703 Amended. Chapter II, Article 7, Section 703 of the Code of the City of Maize, Kansas, is amended to read as follows:

2-703. **GENERAL PENALTIES FOR VIOLATIONS.** A person violating any provision of this Article is guilty of a misdemeanor and shall be punished by a fine of not more than \$500 plus any applicable court costs or by imprisonment of not more than six months or both such fine and imprisonment, provided the minimum fine for the following:



<b>Violation</b>	<b>Fine</b>
Violation for Running at Large 1 <sup>st</sup> offense within 12-month period 2 <sup>nd</sup> offense within 12-month period 3 <sup>rd</sup> offense within 12-month period	\$50 \$100 \$200/court appearance
Dog Bite Violations 1 <sup>st</sup> offense within 12-month period 2 <sup>nd</sup> offense within 12-month period 3 <sup>rd</sup> offense within 12-month period	\$150/court appearance \$250/court appearance \$500/court appearance
Failure to confine rabies suspect animal	\$250/court appearance
Failure to obtain dog license	\$50
Failure to vaccinate dog or cat for rabies	\$35
No identification tags	\$35

**SECTION 8.** Chapter II, Article 7, Section 705 Added. There shall be added to Chapter II, Article 7, a new Section 705 of the Code of the City of Maize, Kansas, and it shall read as follows:

2-705. RESTITUTION. (a) A defendant convicted of a violation of this Article may be ordered to make full restitution for damages incidental and consequential expenses incurred, which arise out of or are related to the offense, provided that, if more than one animal was involved and the acts or actions of either the animals and/or the owner of both animals were in violation of any Sections of this Chapter, restitution shall not be ordered.

(b) Restitution for a conviction under this Article includes, but is not limited to:

(1) the value of the replacement of an incapacitated or deceased animal, the training of a replacement animal if said animal was a guide dog or service animal, or retraining of the affected guide dog or service animal and related veterinary and care expenses; and

(2) medical expenses of the animal user, training of the animal user, if said animal was a guide dog or service animal, and compensation for wages or earned income lost by a guide dog or service animal user; and

(3) the value of the replacement or repair of any property damaged or destroyed.

(c) This Article does not affect civil remedies available for conduct punishable under this Article. Restitution paid pursuant to this Article must be set off against damages awarded in a civil action arising out of the same conduct that resulted in the restitution payment.

**SECTION 9.** Repeal. The existing Articles 1, 2, 3, 4 and 5 of Chapter 2, and Sections 2-702 and 2-703 of the Code of the City of Maize, Kansas, are hereby repealed.

**SECTION 3. Effective Date.** This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication of a summary one time in the official City newspaper.

PASSED by the Governing Body, and APPROVED and SIGNED by the Mayor of the City of Maize, Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(SEAL)

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

ATTEST:

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, DECEMBER 18, 2017**

**AGENDA ITEM #8A**

**ITEM:** **Z-02-017** Zone change for approximately 4.6 acres from SF-F Single-Family Residential to LC Limited Commercial.

**BACKGROUND:** The applicant is requesting this zone change to accommodate the business use of this property as a contract delivery service for the US Post Office. A change of zoning will allow the property owner to construct a warehouse on the property to store all vehicles and equipment indoors and to have an enclosed location to service the vehicles and equipment.

The Planning Commission has recommended that a Protective Overlay be placed on the property that would exclude all allowed uses in LC except for: Limited Vehicle Repair (in an enclosed building), Construction Equipment Service (in an enclosed building), Commercial Parking Area and Outdoor Storage. Additionally, the Protective Overlay would limit uses on the east 100 feet of the property to only residential structures.

The Planning Commission carefully reviewed this case and concluded that the Protective Overlay would ensure that the proposed use would not negatively impact adjoining properties (one of which is also developed with a commercial use). The Planning Commission also took into consideration the great deal of improvement that the current property owner has made to the property to date.

The Planning Commission reviewed this case on November 7, 2017 and voted unanimously to recommend approval of the zone change request to the City Council, with above-described Protective Overlay. A copy of the Staff Report that was submitted to the Planning Commission is attached for your review along with an aerial map showing the property location.

**FINANCIAL CONSIDERATIONS:** None

**LEGAL CONSIDERATIONS:** City Attorney has reviewed and approved Ordinance as to form.

**RECOMMENDATION/ACTION:** Approve and adopt the Ordinance for a zone change within Maize city limits.

**ORDINANCE NO.**

**AN ORDINANCE CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF MAIZE, KANSAS, UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY AS ORIGINALLY APPROVED BY ORDINANCE NO. 548.**

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

SECTION 1. After proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City as originally approved by Ordinance No. 548, the Maize City Planning Commission recommends approval of Case No. Z-02-017, and, that the zoning district classification of the property legally described herein be changed as follows:

Zone change from SF-5 Single Family Residential to LC Limited Commercial for approximately 4.6 acres, property described as:

Legal Description: BEG 1634.14 FT N SE COR NE1/4 W 1166.24 FT NWLY 201.23 FT TO W LI E1/2 NE1/4 N 190.46FT E 1299.14 FT S 343.41 FT TO BEG EXC E 50 FT FOR MAIZE RD & EXC N 168 FT THEREOF SEC 18-26-1W

General Location: 6045 N Maize Road

SECTION 2. This zone change shall be subject to following provisions of Protective Overlay (PO-01-2017):

- 1) All allowed uses in LC are prohibited except for: Limited Vehicle Repair (in an enclosed building), Construction Equipment Service (in an enclosed building), Commercial Parking Area and Outdoor Storage.
- 2) Uses on the east 100 feet of the property shall be limited to only residential structures..

SECTION 3. Upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said Map(s) is (are) hereby reincorporated as a part of the Zoning Regulations as amended.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this 18<sup>th</sup> day of December, 2017.

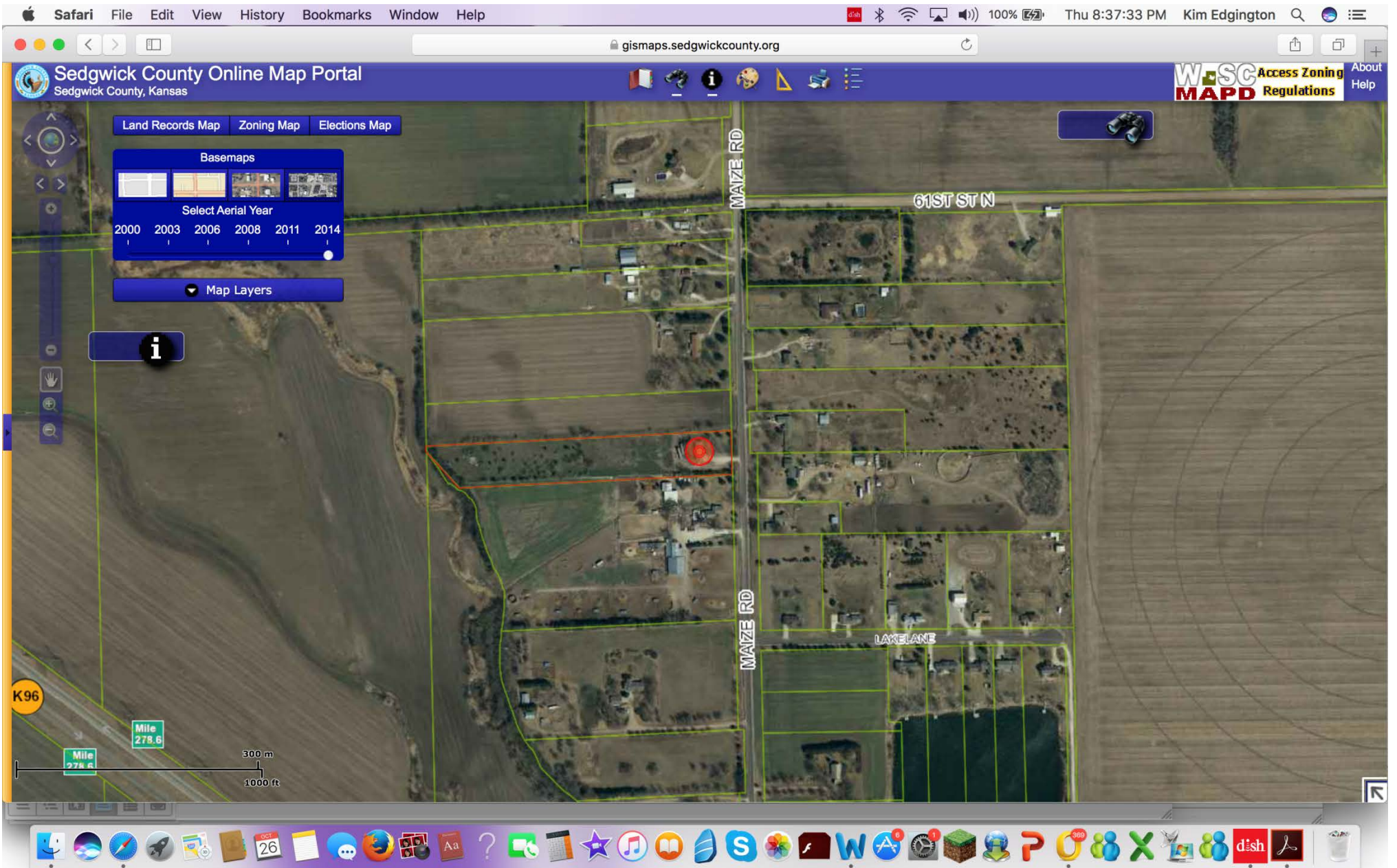
(SEAL)

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Clair Donnelly, Mayor

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Jocelyn Reid, City Clerk



**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, DECEMBER 18, 2017**

**AGENDA ITEM #8B**

**ITEM:** Vacation of alley east of 120 E Jones (V-01-017)

**BACKGROUND:** When this property was originally platted in the 1800s there was a 20-foot alley connecting to an alley north of 117 E Academy. This northern portion of the alley was vacated in the 1990s but for some unknown reason this portion of the alley was not vacated. There are no improvements in the alley right-of-way.

At their February 20, 2017 meeting, the Planning Commission voted unanimously to recommend approval of the vacation request. A copy of the staff report that was presented to the Planning Commission, along with a copy of the plat and an aerial photograph are attached for your review.

**FINANCIAL CONSIDERATIONS:** None

**LEGAL CONSIDERATIONS:** Approved as to form

**RECOMMENDATION/ACTION:** Approve and authorize the mayor to sign the Vacation Order for the alley, authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.

BEFORE THE CITY COUNCIL OF THE  
**CITY OF MAIZE, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF**

<b>20 foot alley right-of-way</b>	)	
<b>between Reserve A, except the west 100 feet, Maize</b>	)	<b>V-01-017</b>
<b>Academy Addition and Lots 7, 8, 9, 10 and 11, Block 7,</b>	)	
<b>Maize Academy Addition</b>	)	

**GENERALLY LOCATED**

**East of 120 East Jones**

**MORE FULLY DESCRIBED BELOW**

**VACATION ORDER**

NOW on this 18<sup>th</sup> day of December, 2017 comes on for hearing the petition for vacation filed by Gary Logsdon praying for the vacation of the following described alley, to-wit:

20 foot alley right-of-way between Reserve A, except the west 100 feet, Maize Academy Addition and Lots 7, 8, 9, 10 and 11, Block 7, Maize Academy Addition

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, by publication in The Clarion on October 12, 2017 which was at least 20 days prior to the public hearing.



2. No private rights will be injured or endangered by the vacation of the above-described alley, and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of alley described herein should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 18<sup>th</sup> day of December, 2017 ordered that the above-described alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

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Clair Donnelly, Mayor

ATTEST:

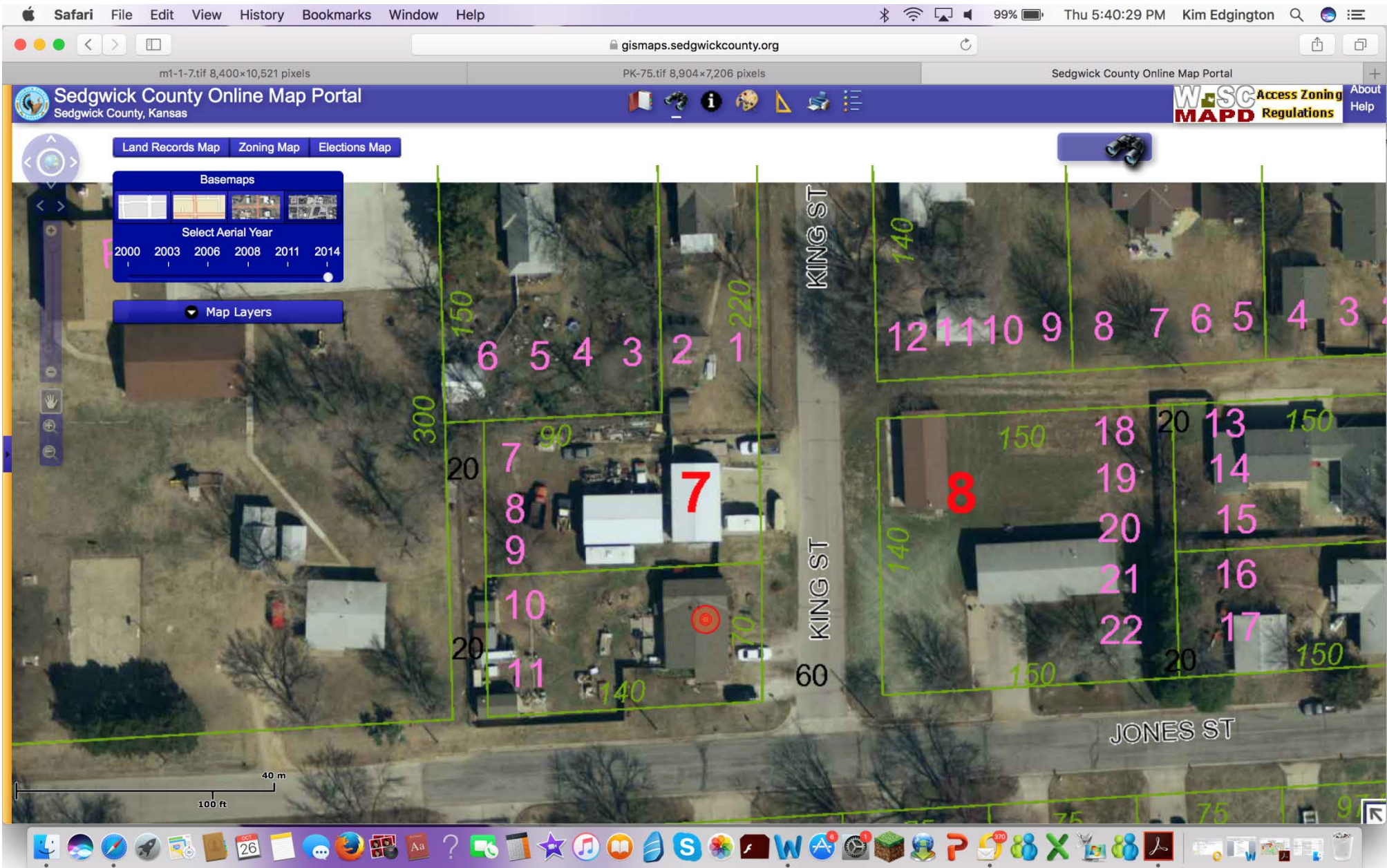
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Jocelyn Reid, City Clerk

Approved as to Form:

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Thomas J. Powell, City Attorney



**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, December 18, 2017**

**AGENDA ITEM # 8C**

**ITEM: Cypress Point Addition Engineering Contract**

**BACKGROUND:**

The developer for the Cypress Point Addition is ready to start improvements. A contract from Baughman Company for engineering services is presented to Council for approval.

Petitions and resolutions for paving, water and sewer improvements were approved at the September 18, 2017 meeting.

**FINANCIAL CONSIDERATIONS:**

Cost is \$112,900 for design services and \$71,700 for construction services. This project is included in the 2017A Temp Notes that were issued last month.

**LEGAL CONSIDERATIONS:**

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

**RECOMMENDATION/ACTION:**

Approve the Baughman Company contract in amounts not to exceed \$112,900 for design and \$71,700 for construction services and authorize the Mayor to sign.



**CONTRACT FOR ENGINEERING SERVICES**

**BETWEEN**

**THE CITY OF MAIZE, KANSAS  
AND BAUGHMAN COMPANY, P.A**

**CYPRESS POINT ADDITION**

This Contract, made this \_\_\_\_\_, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and BAUGHMAN COMPANY, P.A., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

The Sanitary Sewer and Sanitary Sewer Main Improvements to serve Lots 1 through 25, Block A, Lots 1 through 12, Block B, Cypress Point Addition, and for the Water and Paving Improvements with incidental Drainage to serve Lots 1 through 25, Block A, Lots 1 through 12, Block B, Cypress Point Addition, Maize, Kansas.

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

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications, estimates of quantities of work, contractor solicitation and construction phase administration including construction staking 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 Cypress Point 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. The City's Standard Specification on file with the City Clerk shall be used in preparing the specifications for the PROJECT.

**II. IN ADDITION, THE CONSULTANT AGREES:**

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

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

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

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

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

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

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

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

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

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

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of not less than \$10,000.00. 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. The CITY does not become liable or obligated in any way by such examination.

**IV. PAYMENT PROVISIONS**

A. Payment to the CONSULTANT for the Engineering Services required by this Contract shall be made on a lump sum fee amount as specified below:

<b>1.</b>	<b>A</b>	<b><u>Sanitary Sewer System Improvements</u></b>	<b>Fee</b>
		1. Engineering Design Phase	\$ 28,300
		2. Contractor Solicitation Phase	500
		3. Construction Engineering	<u>17,800</u>
		Total = \$	46,600
<b>1.</b>	<b>B</b>	<b><u>Sanitary Sewer Main Improvements</u></b>	<b>Fee</b>
		1. Engineering Design Phase	\$ 17,600
		2. Contractor Solicitation Phase	0
		3. Construction Engineering	<u>8,200</u>
		Total = \$	25,800
<b>2.</b>		<b><u>Water Improvements</u></b>	<b>Fee</b>
		1. Engineering Design Phase	\$ 11,800
		2. Contractor Solicitation Phase	500
		3. Construction Engineering	<u>8,900</u>
		Total = \$	21,200
<b>3.</b>		<b><u>Paving Improvements</u></b>	<b>Fee</b>
		1. Engineering Design Phase	\$ 53,600
		2. Contractor Solicitation Phase	600
		3. Construction Engineering	<u>36,800</u>
		Total = \$	91,000

**TOTAL = \$184,600**



B. 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 including overhead, plus 10% profit.

B. 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. 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 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. 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.

THE CITY OF MAIZE, KANSAS

BAUGHMAN COMPANY P.A.

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

  
\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**  
Cypress Point Addition  
Maize, Kansas

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Maize. Engineering plans shall be prepared per **Attachment "A"**.

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

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

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention.** On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment "A"**.
3. **Soils and Testing Investigation.** The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Maize. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work.
4. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study.** When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood.
6. **Plans & Specifications.** Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the City of Maize. Engineering plans will include incidental drainage where required and permanent traffic signing.  
Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment "A"**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. **Property Acquisition.** Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.
8. **Utility Coordination.** Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations. ENGINEER shall include a conflict list for each utility. ENGINEER shall meet with utility company representatives to review plans and utility verifications. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved



- during construction. ENGINEER shall meet with involved utility companies and the project contractor to resolve any conflicts with utilities that occur during construction.
9. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's.
  10. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
  11. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, as necessary.
  12. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
  13. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer.
  14. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit including any necessary fees.
  15. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER 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 the control of the ENGINEER.

**Preliminary Plans and an estimate for the project due by December 23, 2017.**

**Completion of all work required by this agreement including submittal of final approved plans, field notes, and related project documents due by March 15, 2018.**

## Scope of Services

### Plan Submittal

Water, Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and submit them to the KDHE for approval. Complete copies of the approved NOI must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files.

The City of Maize will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI.

The design of City of Maize construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items.

## Sub-Division Projects

### I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

### II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:



- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

#### IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

#### V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves special drainage swales
  - pc/pt points, pi's & 50' Sta in between ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

#### VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)

- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Maize, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Maize, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled,

terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, DECEMBER 18, 2017**

**AGENDA ITEM # 8D**

**ITEM:           Master Park Plan 2018 Update**

**BACKGROUND:**

On December 13, 2016 the Park & Tree Board approved the 2017 Master Park Plan and recommended it to the City Council for their approval and implementation. On February 20, 2017, the Council approved the plan. Each Council member received a copy of the 2017 Master Park Plan.

The Park and Tree Board conceived this 2017 edition of the Master Park Plan as a “living document” that will be continuously modified and updated through the year; not unlike how our City Policies, Ordinances and Codes are treated. A living document concept provides the flexibility to keep the master plan in sync with the development of the City and to quickly shift priorities with opportunities that arise. Significant updates would be presented to Council at least once per year.

The Park and Tree board has spent the last two meetings in workshop sessions to determine their priorities for 2018. The objectives section (pages 19-25) of the Master Park Plan has therefore been updated to reflect their goals and it is attached to this coversheet. Hardcopies of this section will also be made available to replace the objective section in the Councilmembers’ personal copies of the Master Park Plan.

Priorities of the 2018 objectives include:

- Development of City Park space (specifically the ball field area)
- Parkland acquisition
  - Continue search
  - Request annual CIP funding
- Continuation of community outreach with:
  - Arbor Day celebration
  - Expansion of Monarch Waystations
  - Events in the park
  - Beautification of Maize Road/Academy street with planters filled with flowers
- Request a first annual joint meeting with the Recreation Commission and seek ways to partner with them

**FINANCIAL CONSIDERATIONS:**

None

**LEGAL CONSIDERATIONS:**

None

**RECOMMENDATION/ACTION:**

Approve the Master Park Plan 2018 Update.

*Yearly Objectives* help to spread out the costs of developing a number of projects over time, allowing for a sustainable rate of investment in the park system. Setting yearly objectives also provides a means of keeping the master plan in sync with development in the city, opportunities that arise and available funding. Yearly objectives can also serve as a “report card” to the City Council and the community for what has been accomplished, what is in progress and what had to be delayed or canceled.

Cooperation, optimism, and enthusiasm will drive the parks development process, and result in an outstanding park system for the people of Maize.

## 2017 Objectives

1. Goal: Develop & Enhance Existing Parks
  - a. New restroom building in Maize City Park to be completed in 2017
  - b. June – review shelter, bench, art and trash receptacle options and pricing for City Hall Arboretum & Park
  
2. Goal: Land Acquisition

*Since all of the capital improvement budget is allocated to the completion of the new restroom building in Maize City Park, no purchase of land is planned for this year.*

  - a. February – discussion of Disc Golf course size, and potential locations
  - b. January – in preparation for 2018 CIP budget request, prepare list of five properties (with pricing) that would be desirable for future park sites
  - c. 2018 CIP request: \$150,000 to Council to set aside funds for new park land
  
3. Goal: Temporary Pop-up Parks
  - a. August – discuss possible sites for a pop-up park
  
4. Goal: Nature Parks
  - a. April – plan and schedule spring planting day at Monarch Waystation
  - b. May – apply for certification of Monarch Waystation
  - c. September – plan and schedule fall planting day at Monarch Waystation
  
5. Goal: Education
  - a. February – begin Arbor Day planning
  - b. March – request Arbor Day proclamation be approved by City Council
  - c. April – Arbor Day observance
  - d. May – apply for Tree City USA designation
  
6. Goal: Community Partnerships
  - a. May – conduct survey among community groups, churches, business organization and Rec Commission to determine if there is a need for a shelter/stage at the Maize City Park, how it would be used, frequency of use and what type of structure would be desirable. While conducting survey, solicit ideas for type of improvements these organizations would like to see in Maize City Park after ball diamond is relocated.
  - b. July – decision on participating in Maize Fall Festival
  
7. Goal: Fundraising and Citizen Engagement
  - a. January – decision on having Garden Tour in 2017
  - b. July – discuss fundraising events for fall 2017 and for 2018
  
8. Goal: Logo and Hashtag
  - a. August – select logo for Maize City Parks
  - b.

## 2018 Objectives

1. Goal: Develop & Enhance Existing Parks
  - a. *January* – Hire a landscape architect to design the baseball field space at City Park
  - b. *February - May* – Plan beautification of Maize/Academy street corridors with installation of four permanent planters and organize volunteer maintenance
  - c. *March* – Propose a development timeline of City Park improvements and cost estimates to Council for the 2019 Budget process
  - d. *April* – consider options for implementation of the first phase of City Park Improvements
  - e. *July* - Coordinate planning of City Hall Park for trails and amenities
  
2. Goal: Land Acquisition
  - a. *April* - Continue to identify possible properties for park land and apply for Land and Conservation Grant
  - b. *March* - 2019 CIP request: \$150,000 to Council to set aside funds for new park land
  
3. Goal: Temporary Pop-up Parks
  - a. *June*: Conceive of a place-making strategy for pop-up parks in Maize and corresponding equipment purchases
  
4. Goal: Nature Parks
  - a. *April* – plan and schedule spring planting day at Monarch Waystation
  - b. *May* –apply for certification of Monarch Waystation
  - c. *September* – plan and schedule fall planting day at Monarch Waystation
  
5. Goal: Education
  - a. *February* – begin Arbor Day planning
  - b. *March* – request Arbor Day proclamation be approved by City Council
  - c. *April* – Arbor Day observance
  - d. *May* – apply for Tree City USA designation
  
6. Goal: Community Partnerships
  - a. *February*: Request 1<sup>st</sup> annual joint meeting with the Recreation Commission to seek joint projects
  - b. *Year-round*: Continue relationship with local girl scout group
  
7. Goal: Fundraising and Citizen Engagement
  - a. *February & August* start “Friends of Maize parks” promotions by offering Monarch Waystation starter kits to churches, businesses and groups
  - b. *August-October*: Consider involvement in the Fall Festival
  - c. *September*: Ballet in the Park
  
8. Goal: Social Media
  - a. *Year-round* - Continue Facebook, Twitter and Website promotions of Park and Tree Board Activity

## 2019 Objectives

1. Goal: Develop & Enhance Existing Parks
  - a.
  - b.
  
2. Goal: Land Acquisition
  - a. 2020 CIP request: \$150,000 to Council to set aside funds for new park land
  - b.
  
3. Goal: Temporary Pop-up Parks
  - a.
  
4. Goal: Nature Parks
  - a. April – plan and schedule spring planting day at Monarch Waystation
  - b. May – apply for certification of Monarch Waystation
  - c. September – plan and schedule fall planting day at Monarch Waystation
  - d.
  
5. Goal: Education
  - a. February – begin Arbor Day planning
  - b. March – request Arbor Day proclamation be approved by City Council
  - c. April – Arbor Day observance
  - d. May – apply for Tree City USA designation
  - e.
  
6. Goal: Community Partnerships
  - a.
  - b.
  
7. Goal: Fundraising and Citizen Engagement
  - a.
  - b.
  
8. Goal: Logo and Hashtag
  - a.
  - b.

## 2020 Objectives

1. Goal: Develop & Enhance Existing Parks
  - a.
  - b.
  
2. Goal: Land Acquisition
  - a. 2021 CIP request: \$150,000 to Council to set aside funds for new park land
  - b.
  
3. Goal: Temporary Pop-up Parks
  - a.
  
4. Goal: Nature Parks
  - a. April – plan and schedule spring planting day at Monarch Waystation
  - b. May – apply for certification of Monarch Waystation
  - c. September – plan and schedule fall planting day at Monarch Waystation
  - d.
  
5. Goal: Education
  - a. February – begin Arbor Day planning
  - b. March – request Arbor Day proclamation be approved by City Council
  - c. April – Arbor Day observance
  - d. May – apply for Tree City USA designation
  - e.
  
6. Goal: Community Partnerships
  - a.
  - b.
  
7. Goal: Fundraising and Citizen Engagement
  - a.
  - b.
  
8. Goal: Logo and Hashtag
  - a.
  - b.

## 2021 Objectives

1. Goal: Develop & Enhance Existing Parks
  - a.
  - b.
  
2. Goal: Land Acquisition
  - a. 2022 CIP request: \$150,000 to Council to set aside funds for new park land
  - b.
  
3. Goal: Temporary Pop-up Parks
  - a.
  
4. Goal: Nature Parks
  - a. April – plan and schedule spring planting day at Monarch Waystation
  - b. May – apply for certification of Monarch Waystation
  - c. September – plan and schedule fall planting day at Monarch Waystation
  - d.
  
5. Goal: Education
  - a. February – begin Arbor Day planning
  - b. March – request Arbor Day proclamation be approved by City Council
  - c. April – Arbor Day observance
  - d. May – apply for Tree City USA designation
  - e.
  
6. Goal: Community Partnerships
  - a.
  - b.
  
7. Goal: Fundraising and Citizen Engagement
  - a.
  - b.
  
8. Goal: Logo and Hashtag
  - a.
  - b.

## 2022 Objectives

1. Goal: Develop & Enhance Existing Parks
  - a.
  - b.
  
2. Goal: Land Acquisition
  - a. 2023 CIP request: \$150,000 to Council to set aside funds for new park land
  - b.
  
3. Goal: Temporary Pop-up Parks
  - a.
  
4. Goal: Nature Parks
  - a. April – plan and schedule spring planting day at Monarch Waystation
  - b. May – apply for certification of Monarch Waystation
  - c. September – plan and schedule fall planting day at Monarch Waystation
  - d.
  
5. Goal: Education
  - a. February – begin Arbor Day planning
  - b. March – request Arbor Day proclamation be approved by City Council
  - c. April – Arbor Day observance
  - d. May – apply for Tree City USA designation
  - e.
  
6. Goal: Community Partnerships
  - a.
  - b.
  
7. Goal: Fundraising and Citizen Engagement
  - a.
  - b.
  
8. Goal: Logo and Hashtag
  - a.
  - b.



# December 2017



## Monthly Council Report

### Department Highlights

- Overall Department activities are functioning normal.
- William (R.J) Runyan has been hired to under fill the temporary vacancy left by Sergeant Herr’s 2 yr military deployment. Runyan is a six year veteran of Law enforcement and retired from the US Navy. He will be assigned to patrol.
- Increased patrol on South James street has not yielded any traffic violations to date. The owners of several disabled/stored vehicles along the roadside have been notified to move their vehicles in an effort to reduce traffic congestion. Chief has met with the city engineer to determine if additional traffic control devices are necessary. No changes have been made to date and we continue to monitor the area.
- Police Administration is beginning the process of closing out 2017 activities. These include activity data, case accountability and required reporting to state and fed agencies.

**Budget status: 88/100%**

**Major purchases: None**

#### Current Staff Levels.

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

#### Monthly Activities

November Police Reports - 983  
 November calls for service - 629

#### Community Policing:

Working with Caring hearts to distribute food for Christmas. To date, 78 families and 224 kids will be served this year.

## **PUBLIC WORKS REPORT 12-12-2017**

### **Regular Work**

- Graded 61st and north Tyler Road, as well as 45th street, and Hidden Acres Rd.
- 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.
- Read water meters every month

### **Special Projects**

- Completed the new landscape wall for the butterfly way station at the Cemetery. Also drilled and mounted all the veteran markers on the head stone collars of most all of the graves. Dug and covered two graves as well.
- Cleaned out the concrete drainage flume next to the Fieldstone Apts.
- Installed Christmas lights at City Hall. Also helped repair parking lot lights at City Hall.
- Hauled several loads of brush for the elderly and disabled on Saturday, December 2nd. Had many loads come into the brush yard Saturday, December 8th.
- Dustin and Nick helped Matt install a new, larger lift station pump at the main wet well at the WWTP.
- Crack-sealed Heather, Shon And Jonathan streets.
- Research and bids for the new 2018 Public Works truck has been completed. A new Dodge 2500 4x4 is 36,125. A new Ford 250 4x4 is 37,100. A new Chevy 2500 4x4 is 38,612. The new Dodge 2500 4x4 for 36,125 will be ordered and delivery is anticipated in the next 90 -120 days. 45,000 is budgeted in 2018 for this truck.
- We all repainted the walls and trim in the Community Building as well as replacing all electrical outlets and new outlet covers.
- 129 locates handled as well as 15 complaints and quite a few water meter shut-offs. Also had several meters to check for leaks. Set 10 water meters as well.

Ron Smothers

Public Works Director

## **City Engineer's Report**

**12/18/2017**

### **Maize High School**

Construction is focusing on the interior of the Career and Technology Education Center at Maize High School.

### **USD 266 Transportation Facility**

The exterior and interior are under construction.

### **Copper Creek Apartments**

Rough-in plumbing continues to be done. Sanitary sewer and water are being extended into the property as well. Framers have begun work.

### **Industrial Park**

The drainage has been completed.

### **Kyodo Yushi**

Preliminary grade work on the site is being constructed and footings are being formed.



**City Clerk Report  
REGULAR COUNCIL MEETING  
December 18, 2017**

Year to date status (Through 11/30/17):

<b>General Fund –</b>			
	Budget	YTD	
Rev.	\$3,475,293	\$3,294,137	94.79%
Exp.	\$3,531,562	\$3,372,653	95.50%
<b>Streets –</b>			
Rev.	\$302,3500	\$ 317,636	105.06%
Exp.	\$308,050	\$ 285,249	92.60%
<b>Wastewater Fund-</b>			
Rev.	\$863,480	\$ 823,411	95.36%
Exp.	\$807,752	\$ 730,826	90.48%
<b>Water Fund-</b>			
Rev.	\$893,778	\$ 872,202	97.59%
Exp.	\$833863	\$ 758,700	90.99%

**Health & Dental Benefits**

Per Council's request, here are the 2017 numbers (through 11/30/2017) 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:	\$298,008.32	\$ 74,516.88	\$372,525.20
Dental:	20,670.34	5,168.71	25,839.05
Life:	<u>11,673.54</u>	<u>0</u>	<u>11,673.54</u>
	<b>\$330,352.20</b>	<b>\$ 79,685.59</b>	<b>\$410,037.79</b>

**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 11/30/17	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 13,593.65	\$ 80,193.63	\$ 93,787.28	\$ 29,212.72
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 24,757.63	\$ 272,476.35	\$ 297,233.98	\$ 124,766.02
Maize Industrial Park 2nd Paving	05	591-17	\$ 843,800.00	\$ -	\$ 383,020.96	\$ 383,020.96	\$ 460,779.04
Maize Industrial Park 2nd Water	05	592-17	\$ 60,200.00	\$ -	\$ 53,049.28	\$ 53,049.28	\$ 7,150.72
Maize Industrial Park 2nd Sewer	05	593-17	\$ 75,800.00	\$ -	\$ 46,570.29	\$ 46,570.29	\$ 29,229.71
Hampton Lakes 3rd Sewer	05	588-16	\$ 110,000.00	\$ -	\$ 10,652.81	\$ 10,652.81	\$ 99,347.19
Cypress Point Water	05	595-17	\$ 138,000.00	\$ -	\$ 95.33	\$ 95.33	\$ 137,904.67
Cypress Point Sewer	05	596-17	\$ 694,000.00	\$ -	\$ 95.33	\$ 95.33	\$ 693,904.67
Cypress Point Paving	05	594-17	\$ 1,022,000.00	\$ -	\$ 95.33	\$ 95.33	\$ 1,021,904.67
119th Street Water	05	597-17	\$ 1,065,213.00	\$ -	\$ 27,927.00	\$ 27,927.00	\$ 1,037,286.00
<b>Totals</b>			<b>\$ 4,554,013.00</b>	<b>\$ 38,351.28</b>	<b>\$ 874,176.31</b>	<b>\$ 912,527.59</b>	<b>\$ 651,138.21</b>

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 11/30/17	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 10,155.91	\$ 1,977,987.32	\$ 1,988,143.23	\$ 4,111,856.77
<b>Grand Total</b>				<b>\$48,507.19</b>	<b>\$2,852,163.63</b>	<b>\$2,900,670.82</b>	<b>\$4,762,994.98</b>

**CIP 2017 (As of 11/30/2017)**

<u>Detail</u>	<u>Reason</u>	<u>November Revenue</u>	<u>November Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 88,249.41
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	1.85
Interest	From Bank Accounts	673.40		2,000.00	7,657.41
Reimbursements	Sidewalk Grant	-			-
Other Revenues	Sale of Dugan Park Land	-			65,115.00
Transfers	From General Fund	38,333.33		460,000.00	421,666.63
<b>Total Revenues</b>		<b>39,006.73</b>		<b>462,000.00</b>	<b>494,440.89</b>
<b>Total Resources</b>					<b><u>582,690.30</u></b>
Street Improvements				-	350,000.00
Sidewalk/Bike Paths				-	100,000.00
Park Improvements				(6,099.60)	200,000.00
Other Capital Costs				-	-
<b>Total Expenditures</b>		<b>-</b>	<b>(6,099.60)</b>	<b>650,000.00</b>	<b>497,266.31</b>
Cash Balance - 11/30/17					<b><u>\$ 85,423.99</u></b>

CITY OF MAIZE/REC COMMISSION  
 SHARED COSTS FOR CITY HALL COMPLEX  
 THRU 11/30/2017

	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	\$517.78	\$381.81	\$135.97	\$5,681.75	\$4,183.92	\$1,497.83	Flat - based on number of lines
Internet	1,057.67	951.90	105.77	11,644.37	10,470.90	1,173.47	Flat - \$105.77/month
Gas	578.66	318.84	259.82	3,516.38	1,937.53	1,578.85	44.90%
Electric	2,655.30	1,463.07	1,192.23	25,248.34	13,911.84	11,336.50	44.90%
Janitor	2,852.69	1,571.83	1,280.86	21,525.08	11,860.32	9,664.76	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	79.13	43.60	35.53	844.31	465.21	379.10	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	3,300.00	3,025.00	275.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
<b>Total</b>	<b>\$8,041.23</b>	<b>\$5,006.05</b>	<b>\$3,035.18</b>	<b>\$82,124.23</b>	<b>\$51,565.28</b>	<b>\$30,558.95</b>	

Shared Costs for City Hall  
 Updated 12/12/2017

**Equipment Reserve 2017 (As of 11/30/2017)**

<u>Detail</u>	<u>Reason</u>	<u>November Revenue</u>	<u>November Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 96,339.29
Interest	From Bank Accounts	58.78		300.00	668.38
Reimbursement	Insurance Payment	-			6,277.15
Transfers	From General Fund	11,666.67		140,000.00	128,333.37
<b>Total Revenues</b>		<b>\$ 11,725.45</b>		<b>\$ 140,300.00</b>	<b>\$ 135,278.90</b>
<b>Total Resources</b>					<b>\$ 231,618.19</b>
Trucks/Heavy Equipment			\$ -	\$ 41,000.00	\$ 39,584.67
Computers			-	45,000.00	15,464.97
Police Department Expenses			11,353.35	50,000.00	71,952.67
<b>Total Expenditures</b>			<b>\$ 11,353.35</b>	<b>\$ 136,000.00</b>	<b>\$ 127,002.31</b>
Cash Balance - 11/30/2017					<b>\$ 104,615.88</b>



CITY OF MAIZE/USD #266  
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS  
 THRU 11/30/2017

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 10,379.54	\$ 2,594.89	\$ 7,784.66	\$ 76,977.94	\$ 19,244.49	\$ 57,733.46
FICA/Medicare Taxes	990.94	247.74	743.21	5,747.77	1,436.94	4,310.83
KPERS (Employer)	1,309.21	327.30	981.91	10,079.48	2,519.87	7,559.61
Health/Life/Other Employer Paid Benefits	1,882.20	470.55	1,411.65	3,432.60	858.15	2,574.45
<b>Total Shared Costs</b>	<b>\$ 14,561.89</b>	<b>\$ 3,640.47</b>	<b>\$ 10,921.42</b>	<b>\$ 96,237.79</b>	<b>\$ 24,059.45</b>	<b>\$ 72,178.34</b>

Other Items	COST	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Office Chair-MHS SRO		\$ -		\$ 649.09	\$ -	\$ 649.09
<b>Totals</b>	<b>\$ 14,561.89</b>	<b>\$ 3,640.47</b>	<b>\$ 10,921.42</b>	<b>\$ 96,886.88</b>	<b>\$ 24,059.45</b>	<b>\$ 72,827.43</b>



## CITY OPERATIONS REPORT

**DATE:** December 18, 2017

**TO:** Maize City Council

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

**RE:** December Report

### 1) 2017 Year End

As we close out the 2017 year it's again gratifying to put another very successful year in the history book for our City. A solid effort by all! Operational stability results from several attributes originating from a variety of sources. All businesses, including our city, can only prosper with the solid foundation of sound policies, operational guidelines, planning and an appropriate management structure. However, it's the informal working of any organization that produces the desired results. A healthy work environment, proper employee attitude, a feeling of job security and employee well-being is the key. The Mayor and Council have certainly contributed, and continue to so, in providing an atmosphere of support resulting in the City's continued success. On behalf of all our Maize employees we thank you for your governance and support.

### 2) Pending Council Items Include:

- 119<sup>th</sup> Water Project Bids & Contract  
✓ *In final design phase*
- Citywide Utility expansion plan
- Carriage Crossing Addition  
✓ *Second Entrance*
- Aerotech Engineering Expansion  
✓ *IRB request*
- City Park Plan  
✓ *RFP's sent out*

### 3) Economic Development

- *Industrial Park*
  - ✓ *New "Larson Road" open*
  - ✓ *Monument sign under design*
  - ✓ *Coordinating with Blackhills for gas line locations*
- Shuttle Aerospace

- ✓ *Call for Locates*
- ✓ *Evans Building completing building plans*
- ✓ *Construction to begin shortly*
- Copper Creek Apartments permits
  - ✓ *4 apartment buildings*
  - ✓ *4 garages*
  - ✓ *1 club house*
- Forty-seven single family homes & four tri-plexes

4) **Items:**

- **Employee Christmas Dinner**
  - ✓ Scheduled on Friday December 15<sup>th</sup> @ 6:00pm.
  - ✓ Meal catered by Carriage Crossing Restaurant and served at 6:30pm.
  - ✓ Santa will be stopping by!!!!
- **Holidays:**
  - ✓ City Hall will be closed December 25<sup>th</sup> & 26<sup>th</sup> for Christmas.
  - ✓ City Hall will be closed on January 1<sup>st</sup> for New Years day.

5) **Front Desk:**

- Costumer Service Clerk
  - ✓ *Susan Piper hired to fill position*
  - ✓ *January 8<sup>th</sup> start date*
- Intern Emma Shoemaker
  - ✓ *Last day December 22<sup>nd</sup>*
  - ✓ *Accepted another job position*
- Former Intern Brooklyn Jesseph
  - ✓ *KS State student*
  - ✓ *Will assist as required during Christmas break*
  - ✓ *An Intern will be hired later in 2018*

**City Meetings**

- |                              |                  |          |
|------------------------------|------------------|----------|
| • Wednesday's -              | Mayor's Workshop | @ 11am   |
| • January 4 <sup>th</sup> -  | Planning         | @ 7pm    |
| • January 9 <sup>th</sup> -  | Park & Tree      | @ 5:30pm |
| • January 15 <sup>th</sup> - | Council          | @ 7pm    |