

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, OCTOBER 21, 2019
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**MAIZE CITY COUNCIL AGENDA
MAYOR DONNA CLASEN PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a. Approval of Minutes – City Council Regular Meeting of September 16, 2019 and Special Meeting of October 2, 2019
 - b. Cash Disbursements from September 1, 2019 thru September 30, 2019 in the amount of \$2,243,224.08 (Check #69303 thru #69415).
- 7) Old Business

None
- 8) New Business
 - A. Black Hills Franchise Ordinance
 - B. Eagles Nest 2nd Addition Phase 1 Engineering Contract

*** Recess City Council Meeting and Convene Maize Park Cemetery Board Meeting:**

**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 August 14, 2019
- 5) New Business:
 - A. Columbarium Rules and Regulations, Agreement & Certificate and Pricing
- 6) Adjournment

*** Reconvene City Council Meeting**

- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Municipal Court Quarterly Report
 - Code Enforcement Quarterly Report
 - Cemetery
 - Council Members' Reports
 - Mayor's Report
- 10) Executive Session
- 11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, September 16, 2019**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **September 16, 2019** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were, **Pat Stivers, Karen Fitzmier** and **Alex McCreath**. **Kevin Reid** and **Jennifer Herington** were absent.

Also present were: **Richard LaMunyon**, City Administrator; **Sue Villarreal**, Deputy City Clerk; **Matt Jensby**, Police Chief; **Ron Smothers**, Public Works Director; **Kim Edgington**, Planning Administrator; **Bill McKinley, Jolene Graham**, Executive Assistant; City Engineer, **Larry Kleeman**, Financial Advisor, **Mitch Walter**, Bond Counsel, **Tom Powell**, City Attorney and **Charlie Cowell**, RDG.

APPROVAL OF AGENDA:

The agenda was submitted for approval.

MOTION: **Fitzmier** 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 – City Council Regular Meeting of August 19, 2019.
- b. Receive and file minutes from the Planning Commission meeting of August 8, 2019.
- c. Receive and file minutes from the Park and Tree Board Meeting of July 9, 2019.
- d. Cash Disbursements from August 1, 2019 thru August 31, 2019 in the amount of \$698,899.84 (Check #69171 thru #69302).
- e. Personnel Policy Revision

MOTION: **Stivers** moved to approve the Consent Agenda with the addition of the date October 1, 2019 to 6e.
McCreath seconded. Motion declared carried.

BOND SALE - GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019A:

An ordinance authorizing and providing for the issuance of the bonds and a resolution prescribing the form and details of the bonds were submitted for Council approval. A bid sheet summarizing the bids was provided to Council.

MOTION: **Fitzmier** moved to accept the low bid from Country Club Bank of 2.06%, to adopt the ordinance authorizing and providing for the issuance of the bonds and approve the resolution prescribing the form and details of the bonds.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #966 and Resolution #636-19.

COMPREHENSIVE PLAN

A final draft of the Comprehensive Plan including the Academy Arts District Plan and the Maize In Motion Master Bicycle and Pedestrian Plan as official addendums were submitted for Council approval.

MOTION: **Fitzmier** moved to adopt the Comprehensive Plan with the Academy Arts District Plan and Maize in Motion Plan as addendums.
McCreath seconded. Motion declared carried.

EAGLES NEST 2ND ADDITION

Petitions and Resolutions of advisability for Eagles Nest 2nd Addition were submitted for Council approval.

MOTION: *Fitzmier* moved to accept the petitions and adopt the Resolutions of Advisability for the Eagles Nest 2nd Addition in an amount not to exceed \$1,849,000.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolutions #637-19, Stormwater; #638-19, Water; #639-19, Paving and #640-19, Sewer.

CARRIAGE CROSSING VII

A paving contract for Carriage Crossing VII was submitted for Council approval.

MOTION: *Stivers* moved to accept the low bid and approve the construction agreement with Conspec, Inc. DBA Kansas Paving in a total amount not to exceed \$239,173.75 and authorize the Mayor to sign subject to approval by the City Attorney.
Fitzmier seconded. Motion declared carried.

WATER AND SEWER RATE ORDINANCES

Ordinances for Water and Sewer were presented for Council approval.

MOTION: *McCreath* moved to adopt the water ordinance amending Section 15-219 relating to Water Rates to take effect January 1, 2020 and authorize the mayor to sign.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #967.

MOTION: *McCreath* moved to adopt the sewer ordinance amending Section 15-429 relating to Wastewater Rates to take effect January 1, 2020 and authorize the mayor to sign.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #968.

EXECUTIVE SESSION

MOTION: *Fitzmier* moved the City Council recess into executive session to discuss items pursuant to the non-elected personnel matter exception under the Kansas Open Meetings Act, and the open meeting will resume in this room at 8:45 p.m. The executive session is estimated to last 15 minutes.
McCreath seconded. Motion declared carried.

Council reconvened at 8:45 p.m. No action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Sue Villarreal, Deputy City Clerk

CITY OF MAIZE

Bank Reconciliation Report For September 2019

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,009,520.99	\$ 288,254.48	\$ 241,614.33	\$ 1,056,161.14
02	Street Fund	189,763.99	26,507.33	29,959.14	\$ 186,312.18
04	Capital Improvements Fund	258,943.77	34,052.36	523.40	292,472.73
05	Long-Term Projects	180,593.26	-	462,081.36	(281,488.10)
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	96,745.79	14,394.61	583.38	110,557.02
11	Police Training Fund	14,766.52	222.70	-	14,989.22
12	Municipal Court Fund	44,925.42	1,183.30	-	46,108.72
16	Bond & Interest Fund	1,121,533.30	122,334.96	1,453,184.73	(209,316.47)
19	Wastewater Reserve Fund	216,374.32	8,922.25	30,924.71	194,371.86
20	Wastewater Treatment Fund	1,106,996.78	82,964.71	60,289.32	1,129,672.17
21	Water Treatment Fund	1,215,013.30	107,553.72	68,995.36	1,253,571.66
22	Water Reserve Fund	222,722.81	3,000.00	-	225,722.81
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Asset Forfeiture Fund	3,154.13	-	-	3,154.13
38	Cafeteria Plan	8,532.23	2,550.42	2,652.35	8,430.30
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)
98	Maize Cemetery	146,989.69	6,858.33	15,515.45	138,332.57
Totals All Fund		\$ 6,196,018.57	\$ 698,799.17	\$ 2,366,323.53	\$ 4,528,494.21

Bank Accounts and Adjustments

Halstead Checking Account	\$ 577,587.64	\$ 2,088,167.08	\$ 2,199,392.97	\$ 466,361.75
Outstanding Items				\$ (82,705.48)
Halstead Bank Money Market Account	5,498,037.16	8,468.21	1,500,000.00	4,006,505.37
Maize Cemetery Operations	146,989.69	6,658.33	15,315.45	138,332.57
Totals All Banks	\$ 6,222,614.49	\$ 2,103,293.62	\$ 3,714,708.42	\$ 4,528,494.21

CITY OF MAIZE
Cash and Budget Position
Thru September 30, 2019

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 1,009,520.99	\$ 288,254.48	\$ 241,614.33	\$ 1,056,161.14	\$ 4,052,763.00	\$ 3,654,042.17	\$ 2,846,460.99	\$ 1,206,302.01	29.76%
02	Street Fund	189,763.99	26,507.33	29,959.14	186,312.18	313,550.00	249,737.19	248,093.79	65,456.21	20.88%
04	Capital Improvements Fund	258,943.77	34,052.36	523.40	292,472.73	600,115.00	307,119.67	293,850.34	306,264.66	51.03%
05	Long-Term Projects	180,593.26	-	462,081.36	(281,488.10)	-	2,071,784.00	1,627,426.78		
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00		-	-		
10	Equipment Reserve	96,745.79	14,394.61	583.38	110,557.02	169,500.00	129,606.37	131,979.11	62,929.39	37.13%
11	Police Training Fund	14,766.52	222.70	-	14,989.22	3,000.00	4,438.66	2,505.53	494.47	16.48%
12	Municipal Court Fund	44,925.42	1,183.30	-	46,108.72	-	23,063.67	22,537.74		
16	Bond & Interest Fund	1,121,533.30	122,334.96	1,453,184.73	(209,316.47)	2,579,232.00	2,240,461.07	2,576,277.42	2,954.58	0.11%
19	Wastewater Reserve Fund	216,374.32	8,922.25	30,924.71	194,371.86	142,773.00	80,929.54	134,357.71	8,415.29	
20	Wastewater Treatment Fund	1,106,996.78	82,964.71	60,289.32	1,129,672.17	892,000.00	814,968.53	684,298.83	207,701.17	23.28%
21	Water Fund	1,215,013.30	107,553.72	68,995.36	1,253,571.66	948,000.00	969,472.68	675,912.11	272,087.89	28.70%
22	Water Reserve Fund	222,722.81	3,000.00	-	225,722.81	-	24,000.00	-		
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Asset Forfeiture Fund	3,154.13	-	-	3,154.13	-	1,110.00	360.44		
38	Cafeteria Plan	8,532.23	2,550.42	2,652.35	8,430.30	-	19,924.93	18,204.83		
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)		-	-		
98	Maize Cemetery	146,989.69	6,858.33	15,515.45	138,332.57	127,643.00	76,966.18	44,493.54	83,149.46	65.14%
Report Totals		\$ 6,196,018.57	\$ 698,799.17	\$ 2,366,323.53	\$ 4,528,494.21	\$ 9,828,576.00	\$ 10,667,624.66	\$ 9,306,759.16	\$ 2,215,755.13	22.54%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, OCTOBER 21, 2019**

AGENDA ITEM # 8A

ITEM: **Black Hills Franchise Ordinance**

BACKGROUND:

The current Black Hills/Kansas Gas Utility, LLC Franchise Ordinance expired August 17, 2019. The new ordinance is for a term of 10 years.

FINANCIAL CONSIDERATIONS:

Black Hills franchise fee is currently 3%. Staff is recommending an adjustment from 3% to 5%. All other franchise fees are currently at 5%.

LEGAL CONSIDERATIONS:

The City Attorney approves the ordinance as to form

RECOMMENDATION/ACTION:

Approve the Franchise Ordinance with Black Hills/Kansas Gas Utility, LLC, increasing the franchise fee from 3% to 5% and authorize the Mayor to sign.

(Summary published in the *Clarion* _____, 2019.)

ORDINANCE NO. _____

AN ORDINANCE GRANTING BLACK HILLS/KANSAS GAS UTILITY, LLC, d/b/a BLACK HILLS ENERGY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN THE CITY OF MAIZE, KANSAS; PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO; AND REPEALING ORDINANCE NO. 797.

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

SECTION 1. Definitions. Unless otherwise specified, the following terms as used in this Chapter shall mean as follows:

“City” and “Grantor” shall mean the City of Maize, Kansas.

“Company” and “Grantee” shall mean Black Hills/Kansas Gas Utility, LLC, d/b/a Black Hills Energy, a Delaware Corporation.

“Distributed” or “Distribution” shall mean all sales, distribution, or transportation of gas not sold by the Company to any consumer or user within the City by the Company or by others through the Facilities of the Company in the Right-of-Way.

“Facilities” shall mean the natural gas mains, pipes, boxes, reducing and regulating stations, laterals, conduits and service extension, together with all necessary appurtenances thereto.

“Gross Receipts” shall mean any and all compensation and other consideration derived directly or indirectly by Company from any Distribution of natural gas to a consumer for any use, including domestic, commercial, and industrial purposes, and including without limitation interruptible sales and single sales; and shall include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by the Company or others including without limitation charges as provided in tariffs filed and approved, and shall also include all fees or rentals received by the Company for the lease or use of pipeline capacity within the corporate limits of the City, but such term shall not include revenue from certain miscellaneous charges and accounts as set forth in the Terms and Conditions of Gas Service on file and approved, including but not limited to connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, temporary service changes, and delayed or late payment charges as such terms are used in tariffs filed and approved.

“MCF” shall mean a measurement of natural gas equal to one thousand (1,000) cubic feet; a cubic foot is the quantity of natural gas occupying one cubic foot of space at a pressure of 14.73 PSIA and a temperature of 60 degrees Fahrenheit. It is assumed for purposes of this ordinance that one MCF equals one million (1,000,000) British Thermal Units (BTUs).

“Public Improvement” shall mean any existing or contemplated public facility, building or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement and Public Projects.

“Public Project” shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements or any other purpose of a public nature.

“Right-of-Way” shall mean present and future streets, alleys, rights-of-way and public easements, including easements dedicated in plats of the City for streets, and alleys.

“Streets” shall mean the entire width between property lines of land, property or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley or any other public way for vehicular travel by whatever name.

“Transport Gas” shall mean all natural gas transported by the Company or by others, but not sold by the Company, to any consumer or user within the City through the Facilities of the Company in the Right-of-Way.

“Volumetric Rate” shall mean seven cents (\$0. 07) per MCF of Transport Gas or such amounts as may hereafter be determined and set in accordance with the provisions of Section 4(D).

SECTION 2. Grant. (A) There is hereby granted to the Company the non-exclusive right, privilege and franchise to lay, construct, install, maintain, extend and operate its Facilities in, through and along the Right-of-Way of the City for the purpose of supplying natural gas to the City and the inhabitants thereof for the full term of this franchise, subject to the terms and conditions herein set forth. Nothing in this Grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others for any purpose other than the provision of natural gas. The Company will not allow a subsidiary, affiliate, or a third party to acquire rights to occupy the Right-of-Way under this franchise; provided, that nothing in this Section shall prevent the Company from allowing the use of its facilities by others when such use is compensated to the City under the provisions of this franchise.

(B) The Company shall not enter into or continue any arrangement by which natural gas owned by any party other than the Company shall be transported, distributed or sold through any portion of the Company's Facilities in the Right-of-Way for delivery to any person within the City unless the City is compensated for such use by the Company, transporter, consumer or some other party.

(C) By this Franchise, the Company is granted the authority to collect on behalf of the City the compensation to be made to the City by other parties using the Company's Facilities for Distribution of Transport Gas. The Company agrees to collect such sums for the City and to submit such payments in the manner provided. Nothing in this Section allowing the transportation of gas owned by others shall relieve the Company from the responsibility of maintaining a franchise for the placement of its Facilities in the Right-of-Way.

SECTION 3. Term. (A) The term of this franchise shall be ten (10) years from the effective date of this ordinance, except as otherwise provided in this Section.

(B) Upon written request of either the City or the Company, the franchise may be reviewed after five (5) years from the effective date of this ordinance and either the City or the Company may propose amendments to any provision of this franchise by giving thirty (30) days written notice to the other of the amendment(s) desired. The City and the Company shall negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s).

(C) Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

(1) Change in federal, state or local law, regulation or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City.

(2) Change in the structure or operation of the natural gas industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City.

(3) Any other material and unintended change or shift in the economic benefit the City or the Company relied upon and anticipated upon entering into this franchise.

(D) The compensation provision of this franchise shall be reopened and renegotiated if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy through the pipelines who use the Right-of-Way and do not pay a franchise fee or other payment substantially equivalent to this franchise, which results in a material and unfair disadvantage to the Company. The use of Right-of-Way provision of this franchise shall be reopened and renegotiated if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy through pipelines who use the Right-of-Way and do not have the requirements on the use of the Right-of-Way substantially equivalent to the requirements of this franchise, which results in a material and unfair disadvantage to the Company. Upon any such event, the City shall have up to one hundred eighty (180) days after written request of the Company in which to restore competitive neutrality, provided that any adjustment in compensation resulting from renegotiations under this subsection (D) shall be effective no later than ninety (90) days after such notice.

(E) Failure of the City and the Company to successfully renegotiate the materially affected provisions of the franchise under subsections (B), (C) or (D) shall give rise to dispute resolution as follows: At the expiration of one hundred eighty (180) days from the date of the written request (or sooner if requested by both the City and the Company) the City and the Company shall each select a representative who shall jointly select a third representative. The three representatives shall hear the positions of the City and the Company and shall determine the matters in disagreement by majority vote. Such decision shall be presented to the City and the Company as the renegotiated language under subsection (B), (C) or (D). Rejection of the dispute resolution by either the City or the Company shall give rise to the remedies provided by Section 9, or at the option of the parties, the franchise shall remain in effect according to its then existing terms.

(F) Amendments under this Section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation provided by subsections (B), (C), (D) or (E).

SECTION 4. Compensation to the City. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting to the City of all natural gas that has been Distributed on a monthly basis (less gas distributed to the City for City use). The Company shall pay the City:

(A) A sum equal to five percent (5%) of the Gross Receipts received from the Distribution of natural gas.

(B) A sum equal to the Volumetric Rate multiplied by the number of MCF of Transport Gas.

(C) The sums in (A) and (B) above shall be adjusted for uncollectible receivables and for uncollectible receivables which are later collected.

(D) Any consideration hereunder shall be reported and paid to Grantor by Grantee on a monthly basis. Such payment shall be made not more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and the end of the term of this Franchise Ordinance.

(E) In the event the accounting rendered to the City by the Company is found to be incorrect, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all of its books, records and documents and all of its contracts and agreements as may be reasonably necessary for an effective compliance review of this ordinance shall at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor and employees for the purpose of verifying said accounting or for any other lawful purpose. Notwithstanding the obligation herein, the Company shall have the right to request the reasonable protection of proprietary information

and to provide redacted documents or require the City or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of the Company but which do not unreasonably frustrate the purposes of this subsection.

(F) For each and every month, or any part thereof, that the compensation provided for by this franchise remains unpaid after the same becomes due and payable to the City, there shall be added to such payment, as a late charge, a sum equivalent to the statutory rate for interest on the unpaid amount. Such late charge shall be applicable to sums that are delinquent as well as any sums due the City as the result of an audit or review of the Company's records.

SECTION 5. Payments and Charges. The payments and compensation herein provided shall be in lieu of all other licenses, charges and fees, except that the usual general property taxes and special ad valorem property taxes, sales and excise taxes and any permit fees and charges for pavement cuts or other permit fees and charges based on restoring premises to their same condition, or charges made for privileges which are not in any way connected with the natural gas business, as such, will be imposed on the Company and are not covered by the payments herein.

SECTION 6. Use of Right-of-Way. In the use of Right-of-Way under this franchise, the Company shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power. In addition, the Company shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, screening and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution and ordinance proposed, adopted or promulgated by the City. Further, the Company shall comply with the following:

(A) The Company's use of Right-of-Way shall in all matters be subordinate to the City's use of Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

(B) All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this franchise shall be fully repaired or replaced promptly by the Company at its sole expense and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto.

(C) The Company shall notify the City not less than three (3) working days in advance (such notice to be adequate for timely notice on the governing body agenda under City procedures) of any construction, reconstruction, repair or relocation of Facilities which would require any street closure which reduces traffic flow to less than two (2) lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Standards and Guidelines for Work Zone Traffic Control, unless otherwise agreed to by the City.

(D) The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the nature and horizontal and vertical location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be at the sole expense of the Company without expense to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for timely satisfaction of

the information needs of the City and other users of the Right-of-Way. The Company shall coordinate with the City on the design and placement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects.

(E) Relocation of Company Facilities. If the City elects to change the grade or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, the Company, upon reasonable notice from the City, shall remove and relocate its facilities or equipment situated in the public Rights-of-Way, if such removal is necessary to prevent interference and not merely for the convenience of the City, at the cost and expense of the Company. If the City orders or requests the Company to relocate its facilities or equipment primarily for non-public purposes or the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the City or other Right-of-Way user, the Company shall receive reimbursement for the cost of such relocation as a precondition to relocating its facilities or equipment. The City shall consider reasonable alternatives in designing its public works projects so as to not arbitrarily cause the Company unreasonable additional expense in exercising its authority under this Section. The City shall also provide a reasonable alternative location for the Company's Facilities.

(F) It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it has no claim for costs or damages against the City and its authorized contractors except to the extent the City and its authorized contractors are responsible for the harm or damage by their negligence or intentional conduct. The Company shall be responsible to the City and its agents, representatives and authorized contractors for all damages including but not limited to delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this franchise except to the extent another party is responsible for the harm or damage by its negligence or intentionally caused harm; provided, that if the responsibility of the City and its agents, representatives and authorized contractors does not arise as a contractual obligation, the Company shall have the right at its option to step in and defend such claim in its own right. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility location through Kansas One Call and exercising due caution when working near Company Facilities.

(G) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state and City law and regulation including but not limited to the most recent standards of the Kansas Corporation Commission and Department of Transportation, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirement established or referenced in this franchise may be additional to or stricter than such minimum standards.

(H) The City encourages the conservation of Right-of-Way by the sharing of space by all utilities. Notwithstanding provision of this franchise prohibiting third party use, to the extent required by federal or state law, the Company will permit any other franchised entity by appropriate contract or agreement negotiated by the parties to use any and all Facilities constructed or erected by the Company.

SECTION 7. Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond the Company's or the City's control.

SECTION 8. Indemnity and Hold Harmless. The Company shall hold and save the City, its officers, employees, agents and authorized contractors harmless from and against all claims, demands, expense, liability and costs, including attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way, except to the extent that such were caused by the negligence or intentional conduct of the City, its officers, employees, agents or authorized contractors. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the

Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company will assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend, at its own cost, any such case; provided, that the Company shall have no duty to defend any such action to the extent that such action has resulted from the negligence or intentional conduct of the City, its officers, employees, agents or authorized contractors.

SECTION 9. Right to Assign. This franchise shall be assignable only in accordance with the laws of the state of Kansas, as the same may exist at the time when any assignment is made.

SECTION 10. Termination and Forfeiture of Franchise. In case of failure on the part of said Grantee, its successors and assigns, to comply with any of the provisions of this ordinance, or if said Grantee, its successors and assigns should do or cause to be done any act or thing prohibited by or in violation of the terms of this ordinance, said Grantee, its successors and assigns shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the Grantor shall carry out the following proceedings:

(A) Before Grantor proceeds to forfeit said franchise, as in this section prescribed, it shall first serve a written notice upon the manager of said Grantee, and upon the trustee or trustees in any deed of trust securing bonds of said Grantee of record in Sedgwick County, Kansas, or the office of the Secretary of the State of Kansas, by mailing notice to such trustee or trustees to the address designated in such trust deed, setting forth in detail in such notice the neglect or failure complained of, and said Grantee shall have ninety (90) days thereafter in which to comply with the conditions of this franchise.

(B) If, at the end of such ninety (90) day period, the Grantor deems that the conditions of such franchise have not been complied with by the Grantee and that such franchise is subject to cancellation by reason thereof, the Grantor, in order to terminate such franchise, shall enact an ordinance setting out the grounds upon which said franchise or agreement is to be canceled or terminated.

(C) (1) If, within thirty (30) days after the effective date of said ordinance, the Grantee shall not have instituted an action either in the District Court of Sedgwick County, Kansas, or some other court of competent jurisdiction to determine whether or not the Grantee has violated the terms of this franchise and that the franchise is subject to cancellation by reason thereof, such franchise shall be canceled and terminated at the end of such thirty (30) day period.

(2) If, within such thirty (30) day period the Grantee does institute an action, as provided in (1) above, to determine whether or not Grantee has violated the terms of this franchise and that the franchise is subject to cancellation by reason thereof, and prosecutes such action to final judgment with due diligence, then, in that event, in case the court finds that the franchise is subject to cancellation by reason of the violation of its terms, this franchise shall terminate thirty (30) days after such final judgment is rendered; provided, however, that the failure of said Grantee to comply with any of the provisions of this ordinance or the doing or causing to be done by said Grantee of anything prohibited by or in violation of the terms of this ordinance shall not be grounds for the forfeiture thereof when such act or omission on the part of the said Grantee is due to any cause or delay beyond the control of said Grantee, its successors and assigns, or *bona fide* legal proceedings.

SECTION 11. Rights and Duties of Grantee Upon Expiration of the Franchise. Upon expiration of this franchise, whether by lapse of time, by agreement between Grantee and Grantor or by forfeiture thereof, the Grantee shall have the right to remove any and all of its mains and pipes, laterals, appurtenances and equipment used in its said business within a reasonable time after such expiration, but in such event, it shall be the duty of the Grantee immediately upon such removal to restore the streets, avenues, alleys, parks and other public ways and grounds from which said pipes, laterals and other equipment are removed to as good condition as the same were before said removal was effected.

SECTION 12. Invalidity of Ordinance. If any clause, sentence or section of this ordinance shall be held to be invalid, it shall not affect the remaining provisions of this ordinance.

SECTION 13. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its adoption as provided by law. Expenses of publishing this ordinance shall be paid by the Company.

SECTION 14. No Third-Party Beneficiaries. This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SECTION 15. Franchise Act. All contracts, grants, rights, privileges or franchises granted to Grantee in this ordinance for the use of the streets and alleys of the City of Maize shall be subject to and governed by the provisions of the Franchise Act (K.S.A. 12-201 *et seq.*) and amendments thereto.

SECTION 16. Repeal of Conflicting Ordinances. Ordinance No. 797 is repealed.

SECTION 17. Notices. Any notices required to be given under this Ordinance shall be sent to the following:

If to the Grantee: External Affairs Manager
Black Hills Energy
110 East 9th Street
Lawrence, KS 66044

If to the Grantor: City of Maize, Kansas
ATTN: City Clerk
P. O. Box 245
Maize, KS 67101

PASSED AND APPROVED by the Governing Body of the City of Maize, Kansas, this _____ day of _____, 2019.

DONNA CLASEN, Mayor

ATTEST:

JOCELYN REID, City Clerk

APPROVED AS TO FORM:

Thomas R. Powell, City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, OCTOBER 21, 2019**

AGENDA ITEM # 8B

ITEM: Eagles Nest 2nd Addition Phase 1 Engineering Contract

BACKGROUND:

The developer for the Eagles Nest 2nd Addition Phase 1 is ready to start improvements. A contract from Baughman Company, P.A. for engineering services is presented to Council for approval.

Petitions and resolutions for paving, storm water, water and sewer improvements were approved at the September 16, 2019 Council meeting.

FINANCIAL CONSIDERATIONS:

Cost is \$136,400 for design services and \$95,500 for construction services. This project will be included in the revised 2019 project funding.

LEGAL CONSIDERATIONS:

City Attorney is in the process of reviewing the document and will have a recommendation at the Council meeting as to form.

RECOMMENDATION/ACTION:

Approve the Baughman Company, P.A. contract in amounts not to exceed \$136,400 for design and \$95,500 for construction services and authorize the Mayor to sign subject to City Attorney's approval as to form.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

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

EAGLES NEST 2nd ADDITION, PHASE 1

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 Improvements to serve Lots 1 through 10, Block A; Lots 1 through 16, Block B, Lots 1 through 6 and 61 through 65, Block C; Lots 17 through 21 Block B; Lot 60, Block C; Eagles Nest 2nd Addition; and for the Water Line to serve Lots 1 through 10, Block A, Lots 1 through 16, Block B, Lots 1 through 6 and Lots 61 through 65, Block C, Eagles Nest 2nd Addition; and for the Street Improvements to serve Lots 1 through 10, Block A, Lots 1 through 16, Block B, Lots 1 through 6 and Lots 61 through 65, Block C, Lots 18 through 21, Block A, Lots 19 through 32, Block C, Lots 1 through 7, Block D, Lots 11 through 17, Block A, Lots 7 through 18, Block C, Lots 58 through 59, Block C, Lots 22 through 56, Block B, Lots 33 through 57, Block C and Lots 1 through 12 Block E, Eagles Nest 2nd Addition; and for the Storm Water Drain to serve Lots 1 through 17, Block A; Lots 1 through 21, Block B; Lots 1 through 18 and Lots 58 through 65, Block C; Eagles Nest 2nd 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 and construction phase work for the PROJECT.

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for designing Eagles Nest 2nd 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 \$1,000,000.00 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 design phase engineering services required by this Contract shall be made on a lump sum fee amount as specified below:

<u>Sanitary Sewer System Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$27,200
2. Contractor Solicitation Phase	600
3. Construction Engineering	<u>21,800</u>
Total =	\$49,600

<u>Water Distribution System Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$16,000
2. Contractor Solicitation Phase	600
3. Construction Engineering	<u>12,500</u>
Total =	\$29,100

<u>Street Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$35,800
2. Contractor Solicitation Phase	700
3. Construction Engineering	<u>27,500</u>
Total =	\$64,000

<u>Storm Water Drain Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$54,800
2. Contractor Solicitation Phase	700
3. Construction Engineering	<u>33,700</u>
Total =	\$89,200

TOTAL = \$231,900

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.

Donna Clasen, Mayor

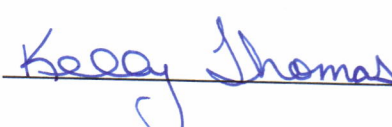


N. Brent Wooten, President

ATTEST:

ATTEST:

City Clerk



Keagy Thomas

ATTACHMENT "A"

SCOPE OF SERVICES

Eagles Nest 2nd Addition, Phase 1
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.
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 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, 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.

Scope of Services

Plan Submittal

Water, Storm Water Drain, 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 all 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. Bidding erosion control as "1 LS" is not allowed.

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 unless previously approved to continue with NAV 29 datum.)
- 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.

**MINUTES-REGULAR MEETING
MAIZE PARK CEMETERY
MONDAY, AUGUST 14, 2019**

The Maize Park Cemetery was called to order at 11:04 a.m., on Wednesday, August 14, 2019, for a Special Meeting with *Karen Fitzmier* presiding. The following Maize Park Cemetery district board members were present, *Pat Stivers*, and *Donna Clasen* and *Karen Fitzmier*. Not present were *Kevin Reid* and *Alex McCreath*.

Also present were *Sue Villarreal*, Recording Secretary; *Richard LaMunyon*, City Administrator; *Jolene Graham*, Executive Assistant and *Jocelyn Reid*, City Clerk.

APPROVAL OF AGENDA:

The agenda was submitted for approval.

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

APPROVAL OF MINUTES:

Approval of Minutes – Board Meeting of July 15, 2019.

MOTION: *Clasen* moved to approve the July 15, 2019 minutes as presented.
Stivers seconded. Motion carried.

PUBLIC HEARING FOR THE MAIZE PARK CEMETERY DISTRICT 2020 BUDGET:

Chair Fitzmier opened the public hearing at 11:06 am. Hearing no comments the public hearing was closed at 11:06 am.

ADOPTION OF THE 2020 MAIZE PARK CEMETERY DISTRICT BUDGET:

The 2020 Maize Park Cemetery District Budget was submitted for adoption.

MOTION: *Clasen* moved to adopt the 2020 Maize Park Cemetery Budget and submit to the Sedgwick County Clerk.
Stivers seconded. Motion carried.

ADJOURNMENT:

With no further business before the Board,

MOTION: *Stivers* moved to adjourn.
Clasen seconded. Motion Carried.
11:08 am.

**MAIZE PARK CEMETERY BOARD
SPECIAL MEETING
MONDAY, OCTOBER 21, 2019**

AGENDA ITEM # 5A

**ITEM: COLUMBARIUM RULES AND REGULATIONS, AGREEMENT &
CERTIFICATE AND PRICING**

BACKGROUND:

On July 19, 2019, the Board approved a contract to purchase a 48 niche columbarium for the inurnment of cremains, in the amount of \$13790.00. The columbarium has been delivered and installed. Staff has drafted documents pertaining to the purchase of the right of inurnment in the columbarium.

Staff has prepared a draft of the following documents for Board approval.

- Columbarium Rules and Regulations
- Columbarium Agreement & Certificate
- Columbarium Pricing

FINANCIAL CONSIDERATIONS:

The recommended price for the right of inurnment in the columbarium will cover all costs associated with the purchase and construction of the columbarium as well as generating additional funds for the purchase of a second columbarium.

LEGAL CONSIDERATIONS:

Subject to City Attorney approval

RECOMMENDATION/ACTION:

Approve Columbarium Rules and Regulations, Agreement & Certificate and Pricing subject to the City Attorney's approval as to form.

MAIZE PARK CEMETERY COLUMBARIUM
POLICIES, SPECIFICATIONS, RIGHTS AND RESPONSIBILITIES

- 1) The purchase price for use of a niche in the Columbarium at the Maize Park Cemetery is for the right of inurnment. Purchasers do not acquire any property rights in a niche or the Columbarium; they remain under the sole ownership and control of the Maize Park Cemetery. The purchaser, his or her heirs, executors, administrators, successors and assigns agree that the rights granted by the Maize Park Cemetery under an Agreement for Inurnment, convey no estate in real property and except as expressly stated therein, shall in no way encumber the real property of the Maize Park Cemetery.
- 2) The right of inurnment includes the right to have human ashes placed in an approved sealed container for the ashes and the container placed in a niche in the Columbarium.
- 3) All niches in the Columbarium are of the same size and design. Each niche can accommodate the ashes of one or two persons, with each in a sealed approved container. Use of a niche for inurnment may be accommodated in one of the following ways:
 - a) Two separately enclosed urns for the inurnment of two individuals in a niche.
 - b) One enclosed urn for the inurnment of one individual in a niche.
- 4) Niche locations will be assigned in order of inurnment.
- 5) The cost enumerated for each niche covers the cost for use of the niche in the Columbarium. The right of inurnment also includes opening and closing of the niche at the time of inurnment.
- 6) No ornamentation other than flowers may be placed on the columbarium. Flowers and must be placed in an approved vase. Vases for flowers may be purchased through Maize Park Cemetery. No other flowers or ornamentation will be allowed.
- 7) The purchaser may sell his or her right of inurnment or may change designee(s) or transfer the right to an eligible person upon written request to the Maize Park Cemetery. A transfer fee will apply. If the Purchaser and designee are not the same, the right of inurnment will pass to the designee upon the death of the Purchaser. All rights, terms, and conditions that applied to the original Purchaser will apply to the transferee or designee.
- 8) A record of the identities of individuals who are inurned in the Columbarium will be recorded and maintained by the Maize Park Cemetery. Records of the applications and purchases of niches will be maintained by the Maize Park Cemetery.

- 9) The owner of a right of inurnment has an obligation to keep Maize Park Cemetery notified concerning his or her current address and contact information. Neither Maize Park Cemetery nor the City of Maize shall bear any liability for any action taken without the consent of an owner of a right of inurnment if the contact information in the inurnment right owner's file is not current.
- 10) The Maize Park Cemetery its employees, staff, representatives or agents shall not be responsible for the identification of the cremains submitted for inurnment are those of the person(s) identified in the Agreement for Inurnment.
- 11) The Maize Park Cemetery, its employees, staff, representatives and agents shall have no liability for any loss of, or damage to, the Columbarium, the niches, or the cremains, as a result of any human or natural act, including, without limitation, act of God, vandalism, theft, accidents, riots, military acts or terrorism. No personal liability shall be incurred by any person acting on behalf of the Maize Park Cemetery in connection with the Columbarium. Loss or damage for failure to exercise reasonable and responsible care shall in no event exceed the amount paid by Purchaser for the use of a Columbarium niche.
- 12) Access to the Columbarium niche shall be provided only at time of burial. No other access will be allowed.
- 13) All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of Maize Park Cemetery and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or columbarium work. Maize Park Cemetery may remove any and all improvements at any time, for any reason.
- 14) The purchase price of the right of inurnment and these policies, specifications, rights and responsibilities pertaining to the Columbarium may be changed by the Cemetery Board.

MAIZE PARK CEMETERY COLUMBARIUM

Maize Park Cemetery
12733 W 53rd St N
Maize, Kansas

THIS AGREEMENT, made this _____ day of _____, _____ by and between Maize Park Cemetery, Maize, Kansas, hereinafter called "Cemetery" and _____ hereinafter called "Purchaser", whose address is _____.

The Cemetery agrees to furnish and the Purchaser agrees to purchase Niche rights as described in this agreement, in the Cemetery's columbarium designated as _____ columbarium, Niche space _____, and agrees to pay the Cemetery the sum of \$ _____.

NOW IN CONSIDERATION of the mutual promises and covenants of the parties hereto and the price to be paid is mutually agreed as follows:

- A. UPON FULL AND COMPLETE PAYMENT of the purchase price, the cemetery shall deliver to the Purchaser a certificate of ownership of rights of inurnment in said niche spaces including opening and closing costs.
- B. INURNMENT RIGHTS shall be granted by the Cemetery for the inurnment of the person holding the rights of inurnment to such niche except that a person other than the holder of such rights of inurnment may be placed on the rights of inurnment. The Purchaser is buying the rights of inurnment only.
- C. THE PURCHASER MAY SELL OR ASSIGN the rights of inurnment subject to the rules and regulations of the Cemetery then in force. Any Assignment or transfer shall be subject to a transfer fee to defray the administrative cost involved for the operation of the Cemetery.

THE PURCHASER FURTHER AGREES as follows:

- a) The Cemetery shall have exclusive rights to make all inurnments, seal all niches and oversee all niche front lettering or inscriptions or emblems.
- b) This instrument is neither an easement nor a certificate of ownership but is a purchase agreement. This contract is not valid until accepted by the signature of a designated Cemetery staff member in the space provided below.
- c) The above purchase price does not include the cost of the lettering. Payment for lettering may be made at time of purchase or prior to inurnment.
- d) The above purchase price does not include the cost of mortuary professional services.

OWNERS OBLIGATION TO PROVIDE CONTACT INFORMATION The owner of a right of inurnment has an obligation to keep Maize Park Cemetery notified concerning his or her current address and contact information. Neither Maize Park Cemetery, it's board, nor the City of Maize or it's employees shall bear any liability for any action taken without the consent of an owner of a right of inurnment if the contact information in the inurnment right owner's file is not current.

COLUMBARIUM MANAGEMENT

All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of Maize Park Cemetery and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or columbarium work. Maize Park Cemetery may remove any and all improvements at any time, for any reason.

THIS AGREEMENT shall be construed under and governed by the laws of the State of Kansas. If there is more than one Purchaser, all of the provisions of this agreement shall apply to each and any of them.

The use of the Cemetery's columbarium is governed by the rules and regulations made by the Cemetery for the benefit of all parties and shall be subject to and bound by the rules and regulations of the Cemetery then in force and effect. The Cemetery reserves the right to modify or change such rules and regulations at any time.

The provisions of this agreement constitute all the covenants and agreements between the parties and no agent or representatives of either party has authority to modify, add to, or change any of the terms or conditions hereof. Purchaser certifies that no oral or written statement, promises, representations or guarantees other than those contained herein have been made.

Dated this _____ day of _____, _____.

PURCHASER FURTHER ACKNOWLEDGES THAT HE / SHE READ THIS AGREEMENT, COMPLETE EXCEPT FOR SIGNATURES, BEFORE SIGNING IT AND THAT HE / SHE HAS RECEIVED AN EXACT COPY OF THE COMPLETE AGREEMENT.

Date _____	Purchaser _____
Date _____	Purchaser _____
Date _____	Purchaser _____
Date _____	Purchaser _____

Accepted this _____ day of _____, _____ for Maize Park Cemetery.

By: _____ Title _____

CERTIFICATE
FOR
Right of Inurnment

In Columbarium _____ Block _____ Section _____ Tier _____ Niche _____

Maize Park Cemetery
12733 W 53rd St N, Maize, KS 67101

This certifies that _____ has purchased the right of inurnment in a columbarium niche at the Maize Park Cemetery as described above.

The right to use a position for placement of an urn in a niche is granted subject to the conditions and limitations and with the privileges specified in the Columbarium Agreement and Columbarium Rules and Regulations adopted by the Board of the Maize Park Cemetery, as they exist now and as they may be amended from time to time.

Signed: _____, Maize Park Cemetery Official

Received the amount of \$ _____ for _____ urn places in _____ niche(s)

Date: _____

Certificate Number _____

Columbarium Pricing

12805.00	Twenty-four Niche Columbarium (8 - 9000 lbs)
985.00	Installation (by Wilbert)
1000.00	Base (by Public Works)
2000.00	Apron (by Public Works)
2200.00	Benches (1100.00 each)
<u>700.00</u>	Installation (350.00 each)
19690.00	

19690.00 ÷ 48 spaces = 410.21/space

<u>Single In District</u>	<u>Single Out Of District</u>
\$900.00	\$1300.00
<u>Double In District</u>	<u>Double Out Of District</u>
\$1200.00	\$1600.00

CITY	COLUMBARIUM NICHE 1 PERSON	COLUMBARIUM NICHE 2 PERSON	OPEN/CLOSE FEES 1 PERSON	OPEN/CLOSE FEES 2ND PERSON	ENGRAVING	
VALLEY CENTER 755-7315	NONE	NONE	NONE	NONE	NONE	
DERBY - Hillcrest 788-2527	\$850.00/NICHE	NONE	INCLUDED	NONE	INCLUDED	
RESTHAVEN 722-2100	\$3,995.00	\$4,295.00	\$795.00	\$795.00	\$647 SINGLE \$761.00 COMPANION	BRONZE PLAQUE
KECHI 744-2711	\$1,000	NONE	INCLUDED	NONE	INCLUDED	
GREENWOOD 524-7119	\$900.00	\$900	INCLUDED	\$250.00	INCLUDED	
LAKEVIEW 684-8200	\$1,995.00	\$2,992.00	\$795.00	\$795.00	\$663.00	BRONZE PLAQUE
OLD MISSION 686-7311	\$2195.00 - \$3895.00 (LOCATION)	\$3595.00 - \$5295.00 (LOCATION)	\$432.00	\$432.00	INCLUDED	
RESURRECTION 722-1971	\$1700.00 - \$2500.00 (LOCATION)	\$3400.00 - \$5000.00 (LOCATION)	\$600.00	\$600.00	\$20.00/LETTER	
WHITE CHAPEL 684-1612	\$1295.00 - \$1595.00 (LOCATION)	\$2590.00 - \$3190.00 (LOCATION)	\$495.00	\$495.00	\$123.00 LAYOUT + \$22.00 LETTER	
REFLECTION POINT 618-9898	NONE	NONE	NONE	NONE	NONE	



Monthly Council Report

Department Highlights

- ◆ All Departmental functions and activities are normal.
- Officers have been working to organize the Fall Festival Parade and other security activities. All officers will be working to provide a safe route for the parade and spectators on Saturday October 19th. Events such as parades take a lot of manpower to ensure safety. We could not do this without the help of our public works department who provides equipment and people to man the parade route. It is truly a team effort.
- Our new Police Administrative Assistant is doing a great job. She is busy attending training to gain experience and certifications in needed areas and has already begun working to streamline front end operations.
- As we enter the fourth quarter, the police departments budget is well within budgeted thresholds. As we enter the fourth quarter, we will slow spending and make any necessary adjustments to keep us in the best financial shape as possible.

Budget status: 68/100%

Major purchases: None

Current Staff Levels.

14 Full-time -
 2 Part-time
 4 Reserve
 4 Reserve -Vacant

Monthly Activities

September Police Reports - **709**
 September calls for service - **525**

Community Policing:

Working on Fall Fest Activities

PUBLIC WORKS REPORT 10-15-19

Regular Work

- Graded the gravel streets again several times this past month.
- Picked up 14 locations for brush this month. Many loads brought in on brush day.
- Had Over 120 locates this month.
- Shut off 8 water meters on shut off day.
- We have mowed and kept up with the park, city hall and EMS as well as road ROW's.
- Helped Sue with passing out and delivering many commodities this past month

Special Projects

- The WWTP is now running pretty good. Still have several things to be resolved with the computer issues and with the screen issues. We are working on those right now.
- Had a rather difficult problem with a water leak at 45th and James. The "T" connection on the 10" main and 8" mains were leaking so the entire T had to be cut out and replaced. Took a while to get everything replaced but it is done now. A couple of blocks of homes were shut off for several hours but we worked with everyone so I don't think there were too many complaints.
- We cleaned Maize Road from 5600 North to 61st and restriped the broken center yellow and the outside white lines that had almost vanished over time.
- Milled and overlaid a rather large asphalt patch in 45th street by Carlsons west driveway. Had a lot of traffic to contend with but we got the street repaired and open the same day.
- We have taken down all the removeable parts of the splash park structures and have cleaned and waxed the parts that stay through the winter. We have also drained all the lines so it should be ready to go next spring when all the removeable parts are reinstalled.
- Finished removing trees and bushes and trimming others in preparation for installing the new sidewalk along 45th street between Maize Road and Maize High School. I thought it would be better to grind all the stumps rather than have Andale excavate them because of the many utility lines and fiber lines that are in that sidewalk area. Andale thought that was a good call as well. We should see some major work being done on the sidewalk in the next week or two.

Ron Smothers

Public Works Director

City Engineer's Report

10/15/2019

Copper Creek Apartments

The first and second building are occupied. Buildings 5, 6, 7, 8 and 9 are currently under construction. The clubhouse interior has been started.

Cypress Point

Two model homes, one on Red Fox Circle and one on Brush Creek is ready for the Fall Parade of Homes.

Carriage Crossing

Seventh phase of Carriage Crossing has started. Installation of water is completed, sanitary sewer is currently being installed.

Hampton Lakes Villas

Permits have yet to be pulled.

Evans Building

The building is completely enclosed, work is on-going in the interior.

Dollar General

The building is rapidly being enclosed.

Barn'rds

The building permit has been pulled.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: **October 21, 2019**

TO: **Maize City Council**

FROM: **Kim Edgington, Planning Administrator**

RE: **Regular October Council Meeting**

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

1. 200 & 300 W Albert – Staff has been working extensively with an out-of-state developer that has the Mobile Home Park under contract. Richard, Jolene and I will be meeting with the developer in person on October 31st to go over details of needed improvements and timing of those improvements.
2. 4256 N 119th Street West – At their November 7th meeting the Planning Commission will review a request for a Conditional Use to allow a manufactured home as an accessory use on this property.
3. Barnrd's – Staff has met with the contractor to review site plans and now building plans have been received in our office.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
October 21, 2019**

Year to date status (Through 09/30/19):

General Fund –			
	Budget	YTD	
Rev.	\$3,926,887	\$3,654,042	93.05
Exp.	\$4,052,763	\$2,846,461	70.24%
Streets –			
Rev.	\$ 323,270	\$ 249,737	77.25%
Exp.	\$ 313,550	\$ 248,094	79.12%
Wastewater Fund-			
Rev.	\$ 892,000	\$ 814,969	91.36%
Exp.	\$ 892,000	\$ 684,299	76.72%
Water Fund-			
Rev.	\$ 948,000	\$ 969,473	102.27%
Exp.	\$ 948,000	\$ 675,912	71.30%

Health & Dental Benefits

Per Council's request, here are the 2019 numbers (through 09/30/2019) 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:	\$261,355.89	\$ 65,336.64	\$326,692.53
Dental:	15,593.68	3,899.22	19,492.90
Life:	<u>9,778.55</u>	<u>0</u>	<u>9,778.55</u>
	\$286,728.12	\$ 69,235.86	\$355,963.98

Bulk Waste Coupons:

The City is distributing coupons for citizens to use at the Waste Connections transfer stations again this year. As of 9/30/19, 186 coupons (200 were printed) were given out. As of 9/30/19, 103 coupons were redeemed at the transfer station. The City pays \$35/redeemed coupon (an increase of \$3.00 from 2018). The coupons were good through 9/30/19.

To compare, in 2018, the City distributed 163 out of 175 coupons (93%) and 102 were redeemed (63% of those distributed). This year we again distributed 93% of the printed coupons but only 55% were redeemed.

CIP 2019 (As of 09/30/2019)

<u>Detail</u>	<u>Reason</u>	<u>September Revenue</u>	<u>September Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 279,203.40
Ad Valorem	Tax	-	-	-	-
Motor Vehicle	Tax	-	-	-	-
Delinquent	Tax	-	-	-	-
Interest	From Bank Accounts	2,802.36		10,000.00	25,849.67
Other Revenues		-			20.00
Transfers		31,250.00		400,000.00	281,250.00
Total Revenues		<u>34,052.36</u>		<u>410,000.00</u>	<u>307,119.67</u>
Total Resources					<u><u>586,323.07</u></u>
Street Improvements		-	282,874.86	30,000.00	282,897.94
Sidewalk/Bike Paths			523.40	100,000.00	952.40
Park Improvements		-	-	200,115.00	10,000.00
Other Capital Costs		-	-	-	-
Total Expenditures		-	<u>283,398.26</u>	<u>330,115.00</u>	<u>293,850.34</u>
Cash Balance - 09/30/2019					<u><u>\$ 292,472.73</u></u>

Equipment Reserve 2019 (As of 09/30/2019)

<u>Detail</u>	<u>Reason</u>	<u>September Revenue</u>	<u>September Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 112,929.76
Interest	From Bank Accounts	244.61		2,500.00	2,256.36
Reimbursements	From Insurance				(0.34)
Transfers	From General Fund	14,150.00		169,800.00	127,350.35
Total Revenues		\$ 14,394.61		\$ 172,300.00	\$ 129,606.37
Total Resources					\$ 242,536.13
Trucks/Heavy Equipment			\$ -	\$ 40,500.00	\$ 35,434.30
Computers		-	-	50,000.00	9,300.99
Police Department Expenses		-	583.38	60,000.00	36,323.82
Police Department Tech Expenses			-	51,000.00	50,920.00
Total Expenditures			\$ 583.38	\$ 201,500.00	\$ 131,979.11
Cash Balance - 09/30/2019					\$ 110,557.02

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 09/30/2019

	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	\$769.95	\$669.86	\$100.09	\$6,529.55	\$6,028.74	\$900.81	Flat - based on number of lines
Internet	750.51	675.46	75.05	6,754.59	3,039.14	675.45	Flat - \$75.05/month
Gas	37.76	20.81	16.95	4,294.01	2,366.00	1,928.01	44.90%
Electric	3,065.31	1,688.99	1,376.32	19,506.24	10,747.94	8,758.30	44.90%
Janitor	1,887.44	1,039.98	847.46	16,135.75	8,890.80	7,244.95	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	99.18	54.65	44.53	853.20	380.19	383.09	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	0.00	0.00	0.00	44.90%
Pest Control	300.00	275.00	25.00	2,700.00	2,475.00	225.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,910.15	\$4,424.74	\$2,485.41	\$56,773.34	\$33,927.81	\$20,115.61	

Shared Costs for City Hall
 Updated 10/15/2019

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 09/30/2019

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 13,670.22	\$ 3,417.56	\$ 10,252.67	\$ 95,749.37	\$ 23,937.34	\$ 71,812.03
FICA/Medicare Taxes	1,017.62	\$ 254.41	\$ 763.22	7,114.20	1,778.55	5,335.65
KPERS (Employer)	1,351.98	\$ 338.00	\$ 1,013.99	9,469.60	2,367.40	7,102.20
Health/Life/Other Employer Paid Benefits	1,472.68	\$ 368.17	\$ 1,104.51	10,610.77	2,652.69	7,958.08
Total Shared Costs	\$ 17,512.50	\$ 4,378.13	\$ 13,134.38	\$ 122,943.94	\$ 30,735.99	\$ 92,207.96



DATE: October 16, 2019
TO: Maize City Council
FROM: Sue Villarreal - Jolene Graham – Richard LaMunyon
RE: October Operations Report

1. Pending Council Items

- Utility Expansion Agreement (Garver) (Nov)
- KTA/KDOT/County/Goddard/Maize Interlocal Agreement (Nov)
- Eagles Nest II Water and Sewer construction Contract (Nov)
- Evans Building IRB Ordinance (Nov)

2. Fourth Quarter Budget Update/ Utility Expansion Study

The Budget Management Team has completed its review of the 2019 budget through September. All budget expenditures are within estimates, with revenues higher than projected.

The year-to-date numbers through September 30th indicate each fund will not spend to the limit of budget authority. However, even when assuming spending 100% of budget authority, *which will not the case*, some budget projections through year-end include:

- At the beginning of 2019, Cash carryover was projected to be \$121,000. Utilizing budgeted funds, this figure was increased to \$219,000. The current year-end projection is now \$326,000.
- Housing Incentives were projected to be up to \$80,000 under-funded at the beginning of 2019. Again, this \$80,000 was located within the authorized budget without negatively impacting operations. Utilizing budget funds and historical data, it is projected that a minimum of \$25,000 will remain in this account at year-end.
- The projected \$50,000 shortage within the technology budget at the start of 2019 was resolved by the Technology Review Committee. The Committee reviewed and revised priorities in order to remain in budget.
- Utilities:
 - Wastewater
 - Budgeted projection for 2019 was \$1,025,000.
 - Year-end projection for wastewater stands at \$1,124,000

- Water
 - Budgeted projection for 2019 was \$1,022,000
 - Year-end projection for water stands at \$1,153,000
- This provides \$230,000 above budget-projected amounts available for transfer to water & wastewater reserve funds.
- The Water and Wastewater Utility Study has been discussed for over three years. Last year we considered funding the Utility Study provided by Garver. However, after review and due to funding concerns, staff recommended the Council defer any action until the 4th quarter of 2019. Staff is now recommending that we move forward with the \$77,000 Garver proposal. *(Garver has agreed to honor last year's cost amount.)* The money required for the study will be obtained from utility reserve funds. It is the intent of Staff to bring this item to the Council during the November 18, 2019 meeting for consideration.
- All projected amounts are conservative

3. Utility/Roadway Expansion

Staff is working with USD 266 and Wichita to provide sewer service for the new 45th Street Intermediate school. Garver Engineering is assisting with the coordination of these efforts. This will be a Wichita sewer line and will service a larger benefit area in Maize.

Roadway improvements will be required. The City & BOE will discuss these upgrades along with the necessary funding. Staff has submitted three applications to KDOT for some grant funding associated with these projects.

4. N/W Bypass Toll Feasibility Study

There is a proposed interlocal agreement under consideration for a study to determine if the N/W By-pass project could be funded, in part, as a toll road. KS Turnpike Authority, KDOT, County, Goddard and Maize would be the partners involved. The cost of the study is estimated to be \$77,000. This proposal is in the preliminary stages and the Council will be informed as the process continues.

5. Personnel

- **Administrative Assistant (Administration)**
Laurie Atwood has accepted the position of Administrative Assistant beginning November 4th. Laurie comes to us from USD 226 where she has been employed for the past seven years. Additionally, she brings several years of experience as an Administrative Assistant in the private sector.
- **City Engineer**
With Bill's pending retirement, we have been working behind the scenes, along with Bill, to find a suitable replacement. After some time, an appropriate replacement was located. Steve Anderson has accepted the position beginning December 9th. He has extensive engineering background and experience in the engineering field. For the past nine years he has served as the City of Andover's engineer.
- Welcome to Laurie and Steve!

6. Upcoming Meetings

- Wednesdays Mayor's Weekly Meeting @ 11 am
- October 21st Council @ 7pm
- November 7th Planning @ 7pm
- November 12th Park & Tree @ 5:30pm
- November 18th Council @ 7pm



MUNICIPAL COURT

October 10, 2019

AS OF 9/30/19

3rd Quarter Activity

	<u>2019</u>	<u>YTD</u>	<u>2018</u>	<u>YTD</u>
DUI	5	18	8	32
Traffic Violations	156	464	165	670
Parking Violations	5	6	6	7
Ordinance Violations	11	46	25	103
Crimes Against Persons	9	35	3	17
Crimes Against Property	10	23	7	19
Zoning Violations	0	0	2	5
Total Violations Filed	<u>196</u>	<u>592</u>	<u>216</u>	<u>853</u>

Violation Dispositions

Dismissals	111	335	98	373
Completed Cases	89	260	97	357

Warrants

Issued	20	90	48	163
Cleared	20	125	31	115

Respectfully,

Sara A. Javier

Fund	FEE TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GF	Municipal Court Warrants	\$ 460.00	\$ 150.00	\$ 526.99	\$ 50.00	\$ 200.00	\$ 150.00	\$ 200.00	\$ 50.00	\$ 50.00				\$ 1,836.99
GF	Court Fines	\$ 3,174.56	\$ 3,739.20	\$ 4,393.96	\$ 1,757.00	\$ 4,051.22	\$ 5,273.03	\$ 3,556.00	\$ 4,419.00	\$ 1,472.64				\$ 31,836.61
GF	Municipal Court Late Fee	\$ 40.00	\$ 160.00	\$ 100.00	\$ 60.00	\$ 90.00	\$ 180.00	\$ 120.00	\$ 120.00	\$ 20.00				\$ 890.00
GF	Municipal Court Costs	\$ 2,179.32	\$ 2,616.55	\$ 2,032.75	\$ 1,507.38	\$ 2,350.00	\$ 3,403.00	\$ 3,200.00	\$ 2,890.00	\$ 990.00				\$ 21,169.00
GF	Municipal Police Reports	\$ 275.00	\$ 300.00	\$ 105.00	\$ 100.00	\$ 30.00	\$ 130.00	\$ 120.00	\$ 160.00	\$ 135.00				\$ 1,355.00
GF	Restitution Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 637.00	\$ 85.98	\$ 163.00				\$ 885.98
GF	Diversion Fees	\$ 3,278.92	\$ 2,736.81	\$ 2,537.53	\$ 2,161.29	\$ 1,866.22	\$ 400.00	\$ 2,364.07	\$ 164.00	\$ 526.63				\$ 16,035.47
GF	ADSAP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
GF	Police Video Fee	\$ 50.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 50.00	\$ 100.00	\$ 75.00	\$ 25.00				\$ 525.00
GF	Jail Housing Fees	\$ 342.58	\$ 353.74	\$ 231.18	\$ 105.68	\$ 136.00	\$ 894.42	\$ 202.74	\$ 168.00	\$ 110.00				\$ 2,544.34
LETF	Local Law Enforcement	\$ 474.50	\$ 558.46	\$ 422.00	\$ 334.00	\$ 459.00	\$ 700.50	\$ 683.50	\$ 584.00	\$ 222.70				\$ 4,438.66
MCF	State Court Training	\$ 30.50	\$ 43.00	\$ 33.00	\$ 22.00	\$ 35.50	\$ 52.50	\$ 49.00	\$ 44.00	\$ 16.00				\$ 325.50
MCF	Human Trafficking Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
MCF	State Law Enforcement	\$ 872.00	\$ 831.00	\$ 719.00	\$ 599.50	\$ 765.00	\$ 1,244.50	\$ 1,086.82	\$ 929.00	\$ 360.00				\$ 7,406.82
MCF	Reinstatement Fees	\$ 81.00	\$ -	\$ 81.00	\$ 122.00	\$ -	\$ 203.00	\$ 122.00	\$ 142.00	\$ 20.00				\$ 771.00
MCF	Municipal Court Bond	\$ (240.00)	\$ -	\$ -	\$ -	\$ 500.00	\$ 460.00	\$ -	\$ -	\$ -				\$ 720.00
MCF	Diversion Fees	\$ 1,031.28	\$ 638.85	\$ 1,521.59	\$ 531.83	\$ 591.00	\$ 451.70	\$ -	\$ 406.02	\$ 155.00				\$ 5,327.27
MCF	Public Defender Fees	\$ 122.50	\$ 349.12	\$ 321.42	\$ 240.32	\$ 287.50	\$ 612.32	\$ 667.00	\$ 192.00	\$ 139.00				\$ 2,931.18
MCF	ADSAP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
MCF	DUI Supervisory Fund	\$ 791.18	\$ 708.82	\$ 336.95	\$ 506.70	\$ 32.79	\$ 736.70	\$ 1,350.04	\$ 605.42	\$ 493.30				\$ 5,561.90
MCF	State Seat Belt Fee	\$ -	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 20.00
	Total Fee Assessed	\$12,963.34	\$13,260.55	\$13,457.37	\$8,172.70	\$11,394.23	\$14,941.67	\$14,458.17	\$ 11,034.42	\$4,898.27	\$ -	\$ -	\$ -	\$104,580.72

CODE ENFORCEMENT

DATE: October 16, 2019
TO: Maize City Council
FROM: Jeff Greep, Code Enforcement Officers
RE: 2019 3rd Quarter Summary

The following is a summary intended to keep the Council apprised of the status of ongoing code enforcement violations. In addition to the major violations listed below, code enforcement has written approximately 90 other violations (most of which have been corrected) for trash, junk cars, etc. since July 10, 2019. Additionally, 131 storm water notices of violation were written. If storm water BMPs were not corrected in a timely manner, the City arranged to have them installed by a contractor. This quarter, 1 BMP was referred to a contractor for installation.

Additionally, the following non-violation actions were taken by staff:

- Ongoing inspections of commercial sites
1. 109 Khedive – They are waiting on the Tax Sale. (Owner has passed away)
 2. 200/300 Block of Albert – Mobile Home Court has mowed and is hauling off limbs and trash to help correct violations on property. (On going)
 3. 9035 W 61st N – Citation issued for junk, tall weeds, brush. Dismissed after property was mowed, trash removed and fence installed. The owner passed away. On 5/18/2016 a new notice was sent out and staff determined City will have to clean up. It is on its third tax sale in the past 12 months. Case referred to Ron and Richard. A ticket was written. (Closed after property was mowed, fence replaced and junk hauled away.)
 4. 9100 W. 61st – Citation issues for tall weeds and grass (closed after being mowed).



"Where Community Counts"

TO: City Council
FROM: Sue Villarreal
 Deputy City Clerk
DATE: October 16, 2019
RE: Maize Park Cemetery 3rd Quarter Memo 2019

(2019 Jan 1- September 30)

There were **16** burials
5 lots were purchased for burial

REVENUE:

Plot Fees	18005.00
Opening & Closing Fees	8300.00
Stone Sets	1525.00
Deed Transfer Fees	50.00
Convenience Fee	72.75
Ad Valorem Taxes	41074.87
Motor Vehicle Taxes	3770.28
Delinquent Taxes	458.37
Interest	3481.16
Other Revenues	<u>228.75</u>
<i>Total</i>	76966.18

Beginning Cash 1/1/2019	105891.62
Revenue	+76966.18
Expenditures	-44493.54
Net Change Liabilities	<u>-31.69</u>
Ending Cash 9/30/2019	138332.57

EXPENDITURES:

Insurance	335.35
Improvements	23254.50
Equipment	0.00
Wages	7038.87
Operating Expenses	<u>13864.82</u>
<i>Total</i>	44493.54

(Tree Trim 3750.00; 2717.00 roads; storage blocks 2340.00; concrete pad 657.50; 13790.00 columbarium)

(Hrly 6323.88; OT 614.89; Salary 100.10)



WE'LL MAKE THE PIZZA

YOU MAKE THE DIFFERENCE

20%* OF YOUR PURCHASE WILL GO TOWARD A GREAT CAUSE

- BE SURE TO SHOW THIS FLYER WHEN YOU ORDER -

..... **PROCEEDS GO TO**

LITTLE ARKANSAS CHAPTER NSDAR

WHERE: 37th & Maize Rd
WHEN: Wednesday November 13th
TIME: ALL DAY



LITTLE ARKANSAS CHAPTER

Supporting



We have adopted Maize Cemetery to place a wreath on every Veteran's grave this December.

Thank you for your help!