

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, March 16, 2015
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a) Approval of Minutes –City Council Regular Meeting of February 16, 2015.
 - b) Receive and file minutes from the Planning Commission meeting of February 5, 2015.
 - c) Receive and file minutes from the Park and Tree Board meeting of February 10, 2015
 - d) Cash Disbursements from February 1, 2015 thru February 28, 2015 in the amount of \$1,462,884.40 (Check #60018 thru #60156)
- 7) Old Business
 - A. 2014 City Audit
- 8) New Business
 - A. WAMPO Move-On Presentation
 - B. Water and Sewer Bids and Contract Maize Industrial Park
 - C. Pre-pay Gas Ordinance
 - D. Employee Compensation Study
 - E. Property Maintenance Code Ordinance
 - F. Animal Code Ordinance
 - G. Intern Position

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 16, 2015**

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

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, February 16, 2015**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **February 16, 2015** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Karen Fitzmier, Pat Stivers, Donna Clasen, Kevin Reid** and **Alex McCreath**.

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

APPROVAL OF AGENDA:

The Agenda was submitted for Council 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) Council Meeting Minutes of January 19, 2015 and February 2, 2015
- b) Planning Commission minutes from the November 6, 2014 meeting for receipt and file
- c) Park & Tree Board minutes of January 13, 2015 for receipt and file
- d) Cash Disbursement Report from January 1, 2015 through January 31, 2015 in the amount of \$884,757.35, (Check #59809 through #60017)

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

MAIZE INDUSTRIAL PARK REVISED WATER PETITION AND RESOLUTION OF ADVISABILITY:

A revised petition and resolution of advisability for water distribution improvements in the Maize Industrial Park was submitted for Council approval.

MOTION: **Fitzmier** moved to accept the revised petition for water distribution improvements in the Maize Industrial Park and adopt the revised resolution of advisability.
Clasen seconded. Motion declared carried.

City Clerk assigned Resolution #571-15.

VACATION CASE #V-01-015:

A request to vacate utility portions of easements in the rear lots and between lots in Eagles Nest Addition was submitted for Council approval.

MOTION: **Clasen** moved to approve and authorize the Mayor to sign the vacation order for utility easements and authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.
Stivers seconded. Motion declared carried.

RESOLUTION OPPOSING CHANGES TO LOCAL ELECTIONS:

A resolution opposing any action by the State Legislature changing the election cycle and the nonpartisan status of local elections was submitted for Council approval.

MOTION: **Clasen** moved to resolution opposing any changes to local elections and provide to members of the Kansas Legislature as appropriate.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #572-15.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by: _____
 Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, FEBRUARY 5, 2015**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, February 5, 2015, for a Regular Meeting with *Gary Kirk* presiding. The following Planning Commission members were present: *Mike Burks, Bryant Wilks, Andy Sciolaro, Gary Kirk, Bryan Aubuchon* and *Jennifer Herington*. Planning Commissioner not present was *Gerald Woodard*.

Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer, *Russ Ewy*, Baughman Co.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: *Sciolaro* moved to approve the November 6, 2014 minutes as presented:
Burks seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

V-01-015 – Vacation request for portions of utility easements in Eagles Nest Addition

Ewy was present to answer questions from the commissioners. *Edgington* and *Ewy* explained to the commissioners that when the property was originally platted the utility plan anticipated that public utilities would be served from the rear of the lots. The utility plan has now changed and utilities will be served from the front of the lots which makes the utility portion of the easements in the rear of the lots unnecessary.


MOTION: *Aubuchon* moved to approve V-01-015 vacation request for portions of utility easements in Eagles Nest Addition.
Burks seconded the motion.
Motion carried unanimously.

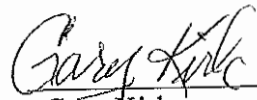
ADJOURNMENT:

MOTION: With no further business before the Planning Commission,
Burks moved to adjourn.

Aubuchon seconded the motion.
Motion carried unanimously.

Meeting adjourned at 7:23 PM.


Sue Villarreal
Recording Secretary


Gary Kirk
Chairman

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
Tuesday, February 10, 2015**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, February 10, 2015 with *Chair Jennifer Herington* presiding. Board members present were *Vice-Chair Dennis Wardell, Secretary Mike Burks, Marina Fulton, Patrick Atchison and Nancy Scarpelli*. *Betty Pew* was absent.

Also present were: *Richard LaMunyon*, City Administrator, *Jolene Graham Allmond*, Recording Secretary and *Don Lemen*, City GIS Mapping Administrator.

APPROVAL OF AGENDA:

The Agenda was submitted for Board approval.

MOTION: *Burks* moved to approve the agenda.
Fulton seconded. Motion declared carried.

APPROVAL OF THE JANUARY 13, 2015 MINUTES:

The Park and Tree Board Meeting Minutes of January 13, 2015 were submitted for approval.

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

TODDLER SWING SET FOR MAIZE CITY PARK:

The Maize Lions Club was seeking direction from the Board regarding a style recommendation for a toddler swing set for Maize City Park. Out of the bids submitted from four companies, staff recommended the American Parks Company's 1-Bay Single Post Swing Frame and (2) High Back Full Bucket seats.

MOTION: *Burks* moved to recommend the American Parks Company's 1-Bay Single Post Swing Frame and (2) High Back Full Bucket seats for \$1473.00.
Scarpelli seconded. Motion declared carried.

PART-TIME SEASONAL WORKER FOR CITY PARKS

Staff recommends the Board approve adding a part-time seasonal worker for the Council's 2016 Budget consideration. This worker would be under the direction of Public Works Supervisor and dedicated to the maintenance of the City's Parks.

MOTION: *Burks* moved to approve adding a part-time seasonal worker for park maintenance for the City's 2016 Budget consideration.
Atchison seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Board:

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

Meeting adjourned at 6:37pm

Approved by the Park and Tree Board on March 10 2015.

Jennifer Heington
Park and Tree Board Member

John Allen
Recording Secretary

CITY OF MAIZE

Cash and Budget Position
Thru February 28, 2015

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	\$ 1,430,115.11	\$ 121,609.38	\$ 281,183.21	\$ 1,270,541.28	\$ 3,406,860.00	\$ 1,011,971.60	\$ 630,753.25	\$ 2,776,106.75	81.49%
02	Street Fund	136,597.25	12,500.00	21,737.96	127,359.29	280,300.00	53,004.24	53,628.59	226,671.41	80.87%
04	Capital Improvements Fund	447,109.11	64,824.76	368,530.06	143,403.81	1,216,000.00	129,636.59	368,853.59	847,146.41	69.67%
5	Long-Term Projects	(542,446.43)	107,949.59	316,318.56	(750,815.40)	-	167,017.67	608,369.45		
10	Equipment Reserve	225.93	23,571.07	15,332.38	8,464.62	255,000.00	44,841.02	86,179.18	168,820.82	66.20%
11	Police Training Fund	1,412.44	336.00	140.00	1,608.44	7,500.00	468.00	965.00	6,535.00	87.13%
12	Municipal Court Fund	7,014.27	2,545.07	-	9,559.34	-	3,296.67	1,585.68		
16	Bond & Interest Fund	1,153,445.06	53,531.11	176,213.76	1,030,762.41	2,356,834.00	822,218.02	290,222.51	2,066,611.49	87.69%
19	Wastewater Reserve Fund	171,056.96	3,000.00	12,927.50	161,129.46	-	51,641.53	13,949.25		
20	Wastewater Treatment Fund	523,587.94	61,944.59	55,946.47	529,586.06	701,000.00	136,652.61	126,214.87	574,785.13	82.00%
21	Water Fund	394,371.40	85,053.25	65,913.34	413,511.31	754,500.00	151,419.90	131,907.33	622,592.67	82.52%
22	Water Reserve Fund	80,148.81	3,000.00	-	83,148.81	-	6,000.00	-	-	
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-		
38	Cafeteria Plan	2,695.15	1,230.18	1,575.14	2,350.19	-	3,075.45	2,699.14		
40	Carlson Assessments Fund	18,515.21	-	-	18,515.21	-	-	-		
47	53rd & Maize Road Expansion	13,113.02	-	-	13,113.02	-	-	-		
61	Carriage Crossing VI	114,403.53	-	114,403.53	-	-	-	114,403.53		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	162,568.00	17,044.67	170,272.66	9,340.01	-	166,544.67	170,272.66		
74	Hampton Lakes 2nd Addition	46,795.37	17,044.67	30,176.12	33,663.92	-	17,044.67	30,176.12		
76	Series 2013B Refunding Bonds	463.25	-	-	463.25	-	-	-		
98	Maize Cemetery	171,034.50	1,165.26	679.34	171,520.42	139,901.00	6,433.56	997.46	138,903.54	99.29%
Report Totals		\$ 4,750,088.54	\$ 576,349.60	\$ 1,631,350.03	\$ 3,695,088.11	\$ 9,117,895.00	\$ 2,771,266.20	\$ 2,631,177.61	\$ 7,428,173.22	81.47%

CITY OF MAIZE

Bank Reconciliation Report For February 2015

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,430,115.11	\$ 121,609.38	\$ 281,183.21	\$ 1,270,541.28
02	Street Fund	136,597.25	12,500.00	21,737.96	127,359.29
04	Capital Improvements Fund	447,109.11	64,824.76	368,530.06	143,403.81
05	Long-Term Projects	(542,446.43)	107,949.59	316,318.56	(750,815.40)
10	Equipment Reserve Fund	225.93	23,571.07	15,332.38	8,464.62
11	Police Training Fund	1,412.44	336.00	140.00	1,608.44
12	Municipal Court Fund	7,014.27	2,545.07	-	9,559.34
16	Bond & Interest Fund	1,153,445.06	53,531.11	176,213.76	1,030,762.41
19	Wastewater Reserve Fund	171,056.96	3,000.00	12,927.50	161,129.46
20	Wastewater Treatment Fund	523,587.94	61,944.59	55,946.47	529,586.06
21	Water Fund	394,371.40	85,053.25	65,913.34	413,511.31
22	Water Reserve Fund	80,148.81	3,000.00	-	83,148.81
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57
38	Cafeteria Plan	2,695.15	1,230.18	1,575.14	2,350.19
40	Carlson Assessments Fund	18,515.21	-	-	18,515.21
47	53rd & Maize Road Expansion	13,113.02	-	-	13,113.02
61	Carriage Crossing VI	114,403.53	-	114,403.53	-
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	162,568.00	17,044.67	170,272.66	9,340.01
74	Hampton Lakes 2nd Addition	46,795.37	17,044.67	30,176.12	33,663.92
76	Series 2013 B Refunding Bonds	463.25	-	-	463.25
98	Maize Cemetery	171,034.50	1,165.26	679.34	171,520.42
Totals All Fund		\$ 4,750,088.54	\$ 576,349.60	\$ 1,631,350.03	\$ 3,695,088.11

Bank Accounts and Adjustments

Emprise Bank/Halstead Checking Account	\$ 369,084.97	\$ 1,372,959.67	\$ 1,361,843.91	\$ 380,200.73
Outstanding Items				\$ (216,386.30)
Halstead Bank Money Market Account	4,308,991.87	761.39	950,000.00	3,359,753.26
Maize Cemetery CD 85071	90,796.38	-	-	90,796.38
Maize Cemetery Operations	80,238.12	1,165.26	679.34	80,724.04
Totals All Banks	\$ 4,849,111.34	\$ 1,374,886.32	\$ 2,312,523.25	\$ 3,695,088.11

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 16, 2015**

AGENDA ITEM #7A

ITEM: 2014 Independent Auditors' Report

BACKGROUND:

Busby, Ford & Reimer, LLC, Certified Public Accountant/Consultants have completed the outside single independent audit for the budget year of 2014. Randy Ford, City Auditor, will make a presentation to the Council.

Copies of the 2014 Financial Statements are included in the Council packets.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

The audit satisfies the budgeting requirements for the City.

RECOMMENDATION/ACTION:

Receive and file the 2014 Independent Auditor's Report.

The audit and the Maize Public Building commission report will be handed out at the meeting. An electronic version will be sent separately from the agenda.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 16, 2015**

AGENDA ITEM # 8A

ITEM: **WAMPO Presentation**

BACKGROUND:

WAMPO has requested to update the Maize City Council regarding WAMPO Activities.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

None.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 16, 2015**

AGENDA ITEM #8B

ITEM: MAIZE INDUSTRIAL PARK WATER AND SEWER BIDS AND CONTRACT

BACKGROUND:

On February 26, 2015, bids were received for Maize Industrial Park water and sewer improvements. Duling Construction submitted the low bid of \$47,051 for water and \$41,258 for sewer. The engineer's estimate was \$73,118 for water and \$66,897 for sewer.

Duling Construction was one of the contractors for the installation of the water system in the original part of Maize.

The City Engineer has confirmed the bids. A bid tabulation sheet is attached.

FINANCIAL CONSIDERATIONS:

Maize Industrial Park will be included in the 2015 Project Funding that will be presented to Council at a later date.

LEGAL CONSIDERATIONS:

The construction agreement has been approved by the City Attorney as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Duling Construction in an amount not to exceed \$47,051 for water and \$41,258 for sewer and authorize the Mayor to sign.

Maize Ind. Park, Maize, KS														
02/26/2015.														
			Engineers Estimate		McCullough Exc.		Dondlinger Const.		Mies Const.		Nowak Const.		Duling Const.	
	Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Water Items														
8" PVC Pipe	2060	lf	\$ 20.00	\$ 41,200.00	\$ 12.00	\$ 24,720.00	\$ 15.00	\$ 30,900.00	\$ 12.50	\$ 25,750.00	\$ 12.25	\$ 25,235.00	\$ 12.00	\$ 24,720.00
8" Line Valve Assembly	3	ea	\$ 900.00	\$ 2,700.00	\$ 1,050.00	\$ 3,150.00	\$ 825.00	\$ 2,475.00	\$ 900.00	\$ 2,700.00	\$ 1,005.00	\$ 3,015.00	\$ 915.00	\$ 2,745.00
Fire Hydrant Assembly	4	ea	\$3,000.00	\$ 12,000.00	\$ 3,240.00	\$ 12,960.00	\$ 3,200.00	\$ 12,800.00	\$2,750.00	\$ 11,000.00	\$ 3,275.00	\$ 13,100.00	#####	\$ 13,200.00
Directional Drill	34	lf	\$ 60.00	\$ 2,040.00	\$ 90.00	\$ 3,060.00	\$ 75.00	\$ 2,550.00	\$ 75.00	\$ 2,550.00	\$ 55.50	\$ 1,887.00	\$ 47.00	\$ 1,598.00
8"x8" Tapping Sleeve	1	ea	\$2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00	\$ 875.00	\$ 875.00	\$1,500.00	\$ 1,500.00	\$ 1,410.00	\$ 1,410.00	#####	\$ 1,060.00
8" Tapping Valve	1	ea	\$2,000.00	\$ 2,000.00	\$ 1,267.00	\$ 1,267.00	\$ 1,500.00	\$ 1,500.00	\$1,000.00	\$ 1,000.00	\$ 905.00	\$ 905.00	#####	\$ 1,130.00
6" Valve Box	4	ea	\$ 150.00	\$ 600.00	\$ 47.00	\$ 188.00	\$ 60.00	\$ 240.00	\$ 100.00	\$ 400.00	\$ 225.00	\$ 900.00	\$ 75.00	\$ 300.00
8"x8" MJ Tee	3	ea	\$ 400.00	\$ 1,200.00	\$ 330.00	\$ 990.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 335.00	\$ 1,005.00	\$ 342.00	\$ 1,026.00
8" MJ Plug	2	ea	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 70.00	\$ 140.00	\$ 80.00	\$ 160.00	\$ 200.00	\$ 400.00	\$ 115.00	\$ 230.00
Erosion Seeding	1.1	ac	\$4,000.00	\$ 4,400.00	\$ 1,200.00	\$ 1,320.00	\$ 1,080.00	\$ 1,188.00	\$ 100.00	\$ 110.00	\$ 2,345.00	\$ 2,579.50	\$ 100.00	\$ 110.00
Erosion Matting	864	sf	\$ 2.00	\$ 1,728.00	\$ 0.30	\$ 259.20	\$ 0.25	\$ 216.00	\$ 0.30	\$ 259.20	\$ 0.25	\$ 216.00	\$ 0.50	\$ 432.00
Site Restoration	1	LS	\$2,600.00	\$ 2,600.00	\$ 74.80	\$ 74.80	\$ 250.00	\$ 250.00	\$ 25.00	\$ 25.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
Sub Total. Water				\$ 73,268.00		\$ 50,164.00		\$ 53,884.00		\$ 46,204.20		\$ 50,752.50		\$ 47,051.00
Sanitary Sewer Items														
8" PVC Pipe	1386	lf	\$ 22.00	\$ 30,492.00	\$ 15.00	\$ 20,790.00	\$ 22.00	\$ 30,492.00	\$ 16.00	\$ 22,176.00	\$ 15.25	\$ 21,136.50	\$ 14.00	\$ 19,404.00
4" PVC Pipe	4	lf	\$ 50.00	\$ 200.00	\$ 24.00	\$ 96.00	\$ 20.00	\$ 80.00	\$ 12.00	\$ 48.00	\$ 14.25	\$ 57.00	\$ 14.00	\$ 56.00
Std. Manhole Type P	4	ea	\$3,000.00	\$ 12,000.00	\$ 2,100.00	\$ 8,400.00	\$ 2,500.00	\$ 10,000.00	\$2,250.00	\$ 9,000.00	\$ 2,150.00	\$ 8,600.00	#####	\$ 6,800.00
4" Clean-Out	1	ea	\$2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$1,250.00	\$ 1,250.00	\$ 705.00	\$ 705.00	\$ 800.00	\$ 800.00
8"x8"x4" Tee with 4" Cap	1	ea	\$1,000.00	\$ 1,000.00	\$ 394.00	\$ 394.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 405.00	\$ 405.00	\$ 240.00	\$ 240.00
Concrete Encase SS Line	20	lf	\$ 200.00	\$ 4,000.00	\$ 46.00	\$ 920.00	\$ 60.00	\$ 1,200.00	\$ 75.00	\$ 1,500.00	\$ 111.00	\$ 2,220.00	\$ 60.00	\$ 1,200.00
Bore and Case SS Line	49	lf	\$ 300.00	\$ 14,700.00	\$ 278.00	\$ 13,622.00	\$ 245.00	\$ 12,005.00	\$ 335.00	\$ 16,415.00	\$ 280.25	\$ 13,732.25	\$ 230.00	\$ 11,270.00
Silt Fence BMP	564	lf	\$ 1.25	\$ 705.00	\$ 1.40	\$ 789.60	\$ 1.00	\$ 564.00	\$ 1.00	\$ 564.00	\$ 1.50	\$ 846.00	\$ 2.00	\$ 1,128.00
Ditch Check	1	ea	\$ 200.00	\$ 200.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 150.00	\$ 150.00	\$ 110.00	\$ 110.00
Site Clearing	1	ea	\$1,600.00	\$ 1,600.00	\$ 72.40	\$ 72.40	\$ 500.00	\$ 500.00	\$ 85.80	\$ 85.80	\$ 210.00	\$ 210.00	\$ 250.00	\$ 250.00
Sub Total. Sanitary Sewer				\$ 66,897.00		\$ 46,359.00		\$ 55,766.00		\$ 51,363.80		\$ 48,061.75		\$ 41,258.00
Total, Water & Sanitary Sewer				\$ 140,165.00		\$ 96,523.00		\$ 109,650.00		\$ 97,568.00		\$ 98,814.25		\$ 88,309.00

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 26th day of February, 2015, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Duling Construction Co., Inc., whose principal office is at 4200 So. West St., Wichita, Kansas 67217 (hereinafter the "Contractor").

NOW, THEREFORE, for the consideration, covenants and mutual promises hereafter stated, the parties hereto agree as follows:

SECTION 1. Contract Documents. The "Contract Documents" consist of the Agreement and the documents listed in Section 12 of the Agreement (the "Contract Documents"). The documents listed in Section 12 are hereby incorporated by reference herein and are made a part of the Agreement as though they are fully set forth herein.

SECTION 2. Work. The Contractor shall furnish all work as specified or indicated in the Contract Documents. The work to be furnished is generally described as follows:

Water and Sanitary Sewer to serve Maize Industrial Addition

SECTION 3. The Work The Work shall be done in accordance with the Contract Documents and under the direct supervision of the Engineer, and the Engineer's decision as to the material used in the Work and the method of the Work shall be final and conclusive. In addition, the Contractor shall execute the Work described in the Contract Documents as necessary to produce the results intended by the Contract Documents or reasonably inferable by the Contract to produce the results intended by the Contract Documents.

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within thirty (30) work days after the Notice to Proceed is issued.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount of \$ 250 per day.

SECTION 5. Contract Sum. (a) The City shall pay to the Contractor for completion of the Work per unit for quantity in not-to-exceed amounts as set forth in the following chart: See attached bid form.

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to progress and completion of the Work. The five percent (5%) retainage, if undisputed, shall be returned no later than the thirtieth (30th) day following substantial completion; however, if any subcontractor is still performing work, the City may withhold that portion of the retainage attributable to such subcontract until not later than thirty (30) days after such work is completed.

SECTION 6. Maintenance of Improvements. The Contractor shall maintain the completed Work for a period of one (1) year from the date of final completion as determined by the Engineer without cost or expense to the City. Such maintenance of the Work shall be done in compliance with the plans and specifications.

SECTION 7. Bond. Before commencement of the Work, the Contractor shall furnish the following bonds:

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a one (1) year period in the amount of Eighty-Eight thousand Three hundred Nine dollars and no/00 (\$ 88,309.00), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Eighty-Eight thousand Three hundred Nine dollars and no/00 (\$ 88,309.00), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

(c) The Performance and Maintenance Bond and the Statutory Bond shall comply with requirements set forth in the Standard Specifications.

SECTION 8. Arbitration, Notwithstanding anything to the contrary in the Contract Documents, the City shall not be subject to arbitration and any clause relating to arbitration contained in the Contract Documents herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

SECTION 9. Assignment. The Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products or services purchased or acquired by the City pursuant to this Agreement.

SECTION 10. Deferment or Cancellation of Agreement. The Agreement may be deferred or cancelled by the City in accordance with the Standard Specifications.

SECTION 11. Contractor Representations. (a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(b) The Contractor has studied carefully all physical conditions which are identified on the Plans.

(c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(d) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

SECTION 12. Contract Documents. The Contract Documents which comprise the entire Agreement between the City and the Contractor concerning the Work consist of the following:

- (a) this Agreement;
- (b) Construction Plans;
- (c) Proposal Form;
- (d) Performance Bond;
- (e) Statutory Bond;
- (f) The City of Wichita Standard Specifications for Construction of City Projects, 1998 Edition (the "Standard Specifications"), a copy of which is on file with the City Clerk's office of the City; provided that, for purposes of this Agreement, references to "Wichita" in the Standard Specifications shall be replaced with "Maize" and references to addresses in the Standard Specifications that refer to a City of Wichita address shall be replaced with "10100 Grady Avenue, Maize, Kansas 67101."

SECTION 13. Governing Law. The Contract and Contract Documents shall be governed by the laws of the State of Kansas.

SECTION 14. Miscellaneous Provisions. (a) If there is a conflict, the terms and conditions in the Standard Specifications shall prevail over terms and conditions of the Agreement.

(b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents,

(d) Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(e) The City's representative is:

Richard LaMunyon, City Administrator
City of Maize, Kansas
10100 Grady Avenue
Maize, Kansas 67101

(f) The Contractor's representative is:

Ron Duling, President
Duling Construction Co., Inc.
4200 So. West St.
Wichita, Kansas 67217

(g) Neither the City's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

IN WITNESS WHEREOF, THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of this Agreement, and one (1) to the City.

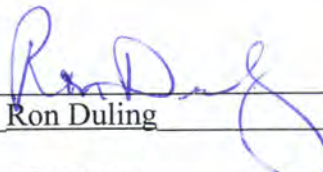
CITY OF MAIZE, KANSAS

By: _____
Clair Donnelly, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

Duling Construction Co., Inc.

By  _____
Name: Ron Duling
Title: President

ATTESTED:

BY _____

BID FORM

To: City of Maize

Project: Maize Industrial Addition, Water and Sanitary Sewer

Date: February 26, 2015

Submitted by: Duling Construction Co., Inc.
(full name)

(full address) 4200 So. West St.
Wichita, Kansas 67217

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by K. E. Miller Engineering, for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

\$.....88,309.00.....dollars, in lawful money of the United States of America.

We have included the required security Bid Bond as required by the Instructions to Bidders.

All applicable taxes are included in the Bid Price.

All Cash and Contingency Allowances are included in the Bid Price.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of acceptance of this bid.
- Furnish the required bonds within seven days of receipt of acceptance of this bid.
- Commence work within seven days after written acceptance of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

**Bid Form-Water & Sanitary Sewer
Maize Industrial Park, Maize, KS**

Water Line Improvements

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
8" PVC Pipe	2060	lf	12.00	24,720.00
8" Line Valve Assembly	3	ea	915.00	2,745.00
Fire Hydrant Assembly	4	ea	3300.00	13,200.00
Directional Drill	34	lf	47.00	1,598.00
8"x8" Tapping Sleeve	1	ea	1060.00	1,060.00
8" Tapping Valve	1	ea	1130.00	1,130.00
6" Valve Box	4	ea	75.00	300.00
8"x8" MJ Tee	3	ea	342.00	1,026.00
8" MJ Plug	2	ea	115.00	230.00
Erosion Seeding	1.1	ac	100.00	110.00
Erosion Matting	864	sf	.50	432.00
Site Restoration	1	LS	500.00	500.00
			Sub-Total	47,051.00

Sanitary-Sewer Line Improvements

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
8" PVC Pipe	1386	lf	<u>14.00</u>	<u>19,404.00</u>
4" PVC Pipe	4	lf	<u>14.00</u>	<u>56.00</u>
Std. Manhole Type P	4	ea	<u>1700.00</u>	<u>6,800.00</u>
8" Clean-Out	1	ea	<u>800.00</u>	<u>800.00</u>
8"x8"x4" Tee with 4" Cap	1	ea	<u>240.00</u>	<u>240.00</u>
Concrete Encase SS Line	20	lf	<u>60.00</u>	<u>1,200.00</u>
Bore and Case SS Line	49	lf	<u>230.00</u>	<u>11,270.00</u>
Silt Fence	564	lf	<u>2.00</u>	<u>1,128.00</u>
Ditch Check	1	ea	<u>110.00</u>	<u>110.00</u>
Site Clearing	1	ea	<u>250.00</u>	<u>250.00</u>
			Sub-Total	<u>41,258.00</u>
			Total Bid	<u>88,309.00</u>

Eighty-Eight thousand Three
Words

hundred Nine and no/00

1.3 CONTRACT TIME

If this bid is accepted, we will:

Complete the Work within 30 working days, from notice to proceed.

1.4 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # .1... Dated ...Feb...24, 2015

Addendum # Dated

1.5 APPENDICES

A List of Subcontractors is appended hereto and identified as Appendix A.

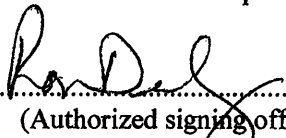
A List of Alternates is appended hereto and identified as Appendix B.

1.6 BID FORM SIGNATURES

The Corporate Seal of

..... Duling Construction Co., Inc.
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

 Ron Duling, President
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

APPENDIX A - LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form submitted by:

(Bidder) Duling Construction Co., Inc.

Dated and which is an integral part of the Bid Form. Feb. 26, 2015

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT

NAME

Boring

Atkinson Boring

.....

.....

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END OF DOCUMENT

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 16th, 2015**

AGENDA ITEM #8C

ITEM: Ordinance – Fuel Pre-pay.

BACKGROUND: This ordinance makes it unlawful for a business establishment or persons employed by a business establishment that sells gasoline and/or diesel fuel to fail to require prepayment or pre-approval prior to activation or discharge of any fuel dispensing until or fuel pumping device.

Currently Casey's General store is the only fuel station that does not require pre-payment for fuel. It is their corporate policy. Because of this, gas run offs are a common occurrence. Adopting a pre pay ordinance will elevate this problem. Casey's General store management are supportive of the ordinance.

FINANCIAL CONSIDERATIONS: None

LEGAL CONSIDERATIONS: This amended ordinance has been reviewed by staff and drafted and approved by legal.

RECOMMENDED ACTION: Create an ordinance requiring the pre-payment or pre-approval prior to activation or discharge of any fuel.

[A Summary of this Ordinance published in the *Clarion*
on the ____ day of _____, 2015.]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, CREATING
ARTICLE 3 OF CHAPTER 5 OF THE CODE OF THE CITY OF MAIZE,
KANSAS, RELATING TO REQUIRING BUSINESS ESTABLISHMENTS
AND PERSONS EMPLOYED BY BUSINESS ESTABLISHMENTS THAT
SELL GASOLINE AND/OR DIESEL FUEL TO REQUIRE PRE-PAYMENT
OR PRE-APPROVAL OF SALES OF GASOLINE AND/OR DIESEL FUEL.**

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

SECTION 1. Article 3 of Chapter 5 of the Code Created. Article 3 of Chapter 5 of the Code of the City of Maize, Kansas, is hereby created and will read as follows:

Article 3. PRE-APPROVAL OR PRE-PAYMENT OF GASOLINE/DIESEL FUEL.

5-301. DEFINITIONS. As used in this article, the following terms shall have the meanings given in this section:

(1) "Pre-approval" means the business establishment and/or persons employed by the business establishment have issued an identification card to the purchaser that verifies and records the purchaser's driver's license information and that allows the purchaser to dispense gasoline or diesel fuel in advance of payment.

(2) "Pre-payment" means payment in advance for any quantity of gasoline or diesel fuel sold at any time by cash, credit card, debit card, check or any other legal means.

5-302. GASOLINE PRE-PAYMENT OR PRE-APPROVAL. Business establishments and persons who are employed by business establishments that sell gasoline and/or diesel fuel shall require pre-payment or pre-approval of the sale of gasoline and/or diesel fuel prior to activation or authorization to dispense gasoline or diesel fuel through a fuel dispensing unit or fuel pumping device.

5-303. PENALTY. It is unlawful for any person to violate the provisions of Section 5-302 of the Code of the City of Maize, Kansas. The penalty for violation of Section 5-302 shall be a fine that does not exceed five hundred dollars (\$500) plus court costs.

SECTION 2. Effective Date. This ordinance shall be effective upon the publication of a summary of the ordinance in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2015.

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 16, 2015**

AGENDA ITEM # 8D

ITEM: **Employee Compensation Study**

BACKGROUND:

Council directed staff to find a company to review our pay and compensation plan for City Employees.

Staff contacted Austin Peters Group (Overland Park), Evergreen (Florida) and Waters Consulting Group (Texas). Both Austin Peters and Evergreen responded to our request for information. Evergreen bid the project at \$18,000 and Austin Peters bid \$7,800. Waters did not submit a bid. Staff contacted Waters Consulting twice to ensure they were not interested in the job.

FINANCIAL CONSIDERATIONS:

The cost of the study totals \$7,800 with a deposit of \$3,900 after the letter of agreement is signed and they invoice the city.

LEGAL CONSIDERATIONS:

The City attorney has reviewed the Letter of Understanding and has approved it as to form.

RECOMMENDATION/ACTION:

Authorize the Letter of Understanding for the Compensation study with the Austin Peters Group and authorize the Mayor to sign.

Letter of Understanding

LETTER OF UNDERSTANDING COMPENSATION STUDY

This letter shall serve as a letter of agreement the City of Maize of Maize, Kansas and The Austin Peters Group, Inc. of Overland Park, Kansas, governing the provision of professional human resource consulting for the City of Maize.

The Austin Peters Group, Inc. shall provide consulting services to gather salary and benefits data for a peer group of cities and similar organizations to the City of Maize as described in the proposal dated March 3, 2015. This agreement's obligations and benefits shall apply to any successor companies.

The City of Maize agrees to compensate The Austin Peters Group, Inc. under the terms and conditions as provided herein.

Total project payment is not to exceed \$7,800.00 for services related to a compensation study. The market data collected will be range minimums, range maximums, actual pay. Payments are due upon receipt of invoices by the City of Maize and will be invoiced in 2 payments according to progress of the study with a deposit of \$3,900.00.

With regard to the services to be performed by The Austin Peters Group, Inc. pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to the City of Maize, or to anyone who may claim any right due to his relationship with the City of Maize, for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc. or on the part of the agents or employees of The Austin Peters Group, Inc.; except when said acts or omissions of The Austin Peters Group, Inc. are due to their negligence or willful misconduct. The City of Maize shall hold The Austin Peters Group, Inc. free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to the City of Maize pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the negligence or willful misconduct as determined by a court of competent jurisdiction.

Both parties to this Agreement, agree that the liability of the other party, its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Austin Peters Group for the analysis or recommendations or other associated services that gave rise to the claim being asserted by the City of Maize or by Austin Peters Group, Inc.. In no event shall either party to this Agreement, its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and

operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files. Returning via fax is fine.

Sincerely,

Becky Crowder
President

Accepted by: _____
Clair Donnelly, Mayor of the City of Maize, Kansas

Attest:

By Jocelyn Reid, City Clerk

Date: _____

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 16, 2015**

AGENDA ITEM # 8E

ITEM: Property Maintenance Code Ordinance

BACKGROUND:

Staff is proposing that the City of Maize adopt the 2012 International Property Maintenance Code with modifications. The code will allow our Code Enforcement Officers guidelines and authority to deal with both existing residential and commercial properties that are not properly maintained and could cause potential safety hazards. The state statute for demolition will be used in cases where a building cannot be reasonably fixed.

Additionally, the ordinance outlines the appeal process. The first appeal will go through the City Administrator. Failing satisfaction at that level, the City Council would receive the appeal.

As with most building ordinances, this places a focus on safety, which is the reason staff recommends Council adopt this ordinance.

FINANCIAL CONSIDERATIONS:

Printing of books for citizens, minimal.

LEGAL CONSIDERATIONS:

The City attorney has prepared the ordinance for your review.

RECOMMENDATION/ACTION:

Adopt the 2012 International Property Maintenance Code Ordinance.

[A Summary of this Ordinance published in the *Clarion*
on the ____ day of _____, 2015.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, CREATING ARTICLE 6 OF CHAPTER 4 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2012 BY REFERENCE AND RELATING TO AMENDING CERTAIN SECTIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2012.

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

SECTION 1. Article 6 of Chapter 4 of the Code Created. Article 6 of Chapter 4 of the Code of the City of Maize, Kansas, is hereby created and will read as follows:

Article 6. International Property Maintenance Code.

4-601. **ADOPTION OF 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE.** The International Property Maintenance Code, 2012 edition, hereafter referred to as the "IPM Code" is adopted in its entirety by the governing body of the City of Maize, Kansas (the "City"), as the code of the City for purposes of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use. At least one copy of the IPM Code shall be marked or stamped "Official Copy as Incorporated by Ordinance No. _____," with all sections or portions thereof intended to be omitted clearly marked to show any such omission or to show the section, article, chapter, parts or portions that are incorporated, as the case may be, and to which shall be attached a copy of the incorporating ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal court judge and all administrative departments of the City charged with enforcement of the IPM Code will be supplied, at the cost of the City, such number of official copies of the IPM Code as may be deemed expedient.

4-602. **CHANGES TO THE IPM CODE.** (a) Section 103 of the IPM Code is omitted and the following language is inserted in its place:

"The City Administrator or other City employee as designated by the City Administrator shall serve as the "Code Official" of the IPM Code."

(b) Section 202 General Definitions is changed by adding to the General Definitions the following definitions:

"CITY ADMINISTRATOR. The City Administrator for the City.
CITY. The City of Maize, Kansas.
BOARD OF APPEAL. The governing body of the City."

(c) Section 108 Unsafe Structures and Equipment is omitted and the following language is inserted in its place:

“108.1 General. When a structure is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of Article 5 of Chapter 4 of the Code of the City and/or by powers granted by K.S.A. 12-1750 through 12-1756 as may be amended from time to time.”

(d) Section 111.3 Notice of Meeting is omitted and the following language is inserted in its place:

“111.3 Notice of Meeting. The Board of Appeal shall meet within sixty (60) days of the filing of an appeal.”

(e) Section 111.6.1 Records and Copies is omitted and the following language is inserted in its place:

“111.6.1 Board Records. The Board shall modify or reverse the decision of the Code Official only by a concurring vote of a majority of the City Council present at the meeting. A majority of a quorum of City Council members must be present for a hearing to be conducted. The Mayor shall cast the deciding vote in case of a tie vote by the City Council.

4-603. OMITTED SECTIONS OF THE IPM CODE. The following sections of the IPM Code are omitted:

Section 111.2
Section 111.2.1
Section 111.2.2
Section 111.2.3
Section 111.2.4
Section 111.2.5
Section 111.4
Section 111.4.1
Section 111.5.

SECTION 2. Effective Date. This ordinance shall take effect upon the publication of the summary of the ordinance in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2015.

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 16, 2015**

AGENDA ITEM # 8F

ITEM: **Animal Code Ordinance**

BACKGROUND:

Staff has received multiple requests to house chickens and rabbits in their backyards. The Planning Administrator has allowed chickens and rabbits with the intent that the Code would be modified to reflect the decision. This change in the code via ordinance would allow 12 rabbits and 8 fowl (no roosters) on lots less than 1 acre. The rest of the code remains basically unchanged.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

The City attorney has approved as to form.

RECOMMENDATION/ACTION:

Adopt the revision to Section 2-401 of the City Code of Maize Kansas.

(A summary of this Ordinance was published
Once in *The Clarion* on _____, 2015.)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS,
AMENDING SECTION 2-401 OF THE CODE OF THE CITY
OF MAIZE, KANSAS, THAT RELATES TO OTHER
ANIMALS/DANGEROUS ANIMALS/ DOMESTIC
ANIMALS, AND REPEALING THE ORIGINAL SECTION
2-401 OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

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

SECTION 1. Section 2-401 Amended. Section 2-401 of the Code of the City of Maize, Kansas, is amended to read as follows:

2-401. UNLAWFUL KEEPING OF ANIMALS. It shall be unlawful for any person to keep, harbor, own or in any way possess within the corporate limits of the city:

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

(1) not more than one of the animals listed at Section 2-401(a) may be kept, harbored, owned or in any way possessed on premises that are between one acre of contiguous gross land area and less than two (2) acres of contiguous land area;

(2) one (1) additional animal per acre, above the number allowed in Section 2-401(a)(1) of the animals listed Section 2-401(a), may be kept, harbored, owned or possessed on premises that consist of contiguous land area that is two (2) acres or larger; i.e., two of the above listed animals on two acres or more, three on three acres or more, four on four acres or more, etc.

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

(c) More than two (12) rabbits or more than three (8) fowl on any one (1) premises;

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

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

(f) Any dog or cat having a disposition or propensity to attack or bite any person or animal without provocation is hereby defined as a dangerous animal. For the

purposes of this chapter, where the official records of animal control and/or the police department indicate a dog or cat has bitten any person or persons, it shall be prima facie evidence that the dog or cat is a dangerous animal.

(g) Any animal having poisonous bites including rear-fang snakes.

(h) Any pit bull dog; provided, that pit bull dogs registered with the city on the date of publication of this article may be kept within the city subject to the standards and requirements set forth in section 2-403 immediately hereafter. Pit bull dog is defined to mean:

- (1) The Staffordshire bull terrier breed of dog;
- (2) The American pit bull terrier breed of dog;
- (3) The American Staffordshire terrier breed of dog;

(4) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier; or a combination of any of these breeds.

The registration of a dog at any time in any jurisdiction as a pit bull or any of the dogs listed above shall constitute *prima facie* evidence the animal is prohibited by this section.

(i) Any domesticated dog that has in its known genetic history and/or formal pedigree crossbreeding with the wolf species to include, but not be limited to, animals referred to as wolf-hybrids or wolf-mix breeds or the breed known as Tundra Shepherd. The registration of an animal at any time in any jurisdiction as a wolf-hybrid, wolf-mix or Tundra Shepherd shall constitute *prima facie* evidence the animal is prohibited by this section. For the purposes of this section all references to animals described herein shall be to wolf-hybrids.

SECTION 2. Repeal. The existing Section 2-401 of the Code of the City of Maize, Kansas, is hereby repealed.

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

PASSED by the Governing Body, and APPROVED and SIGNED by the Mayor of the City of Maize, Kansas, on this ____ day of _____, 2015.

(SEAL)

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 16, 2015**

AGENDA ITEM # 8G

ITEM: Intern Position

BACKGROUND:

The student intern program has been a part of Maize administrative operations for several years. In the past it was a combination of two interns, one a University intern and the other a High School intern. Due to lack of funding from the university, about twelve years ago or so, the funding for the university intern position was phased out.

After this position was phased out, the City attempted to keep two interns by utilizing high school interns and on a rotating base. This actually worked quite well. The Council was aware that the second intern position was never an official part of the organization chart after the university intern was removed.

Part-time HS interns have proven to be extremely helpful. They can perform a variety of duties and make a valuable contribution to city staff. In addition, it's personally helpful to the intern, thus allowing the city to make a positive contribution in a young person's life.

Since September 2012 we have been working with one HS intern only. Now some two & a half years later it's clear that the city would be better served with the latitude of having two HS interns in the organization.

Our current intern, Kristen Jones, was hired in June 2014. She, like those before her, is capable of conducting many of the front desk responsibilities thus allowing full-time employees to assist with other city business. She is also helpful during vacations of full-time employees and can assist with some special city projects.

Due to school and personal schedule Kristen, like previous interns, can only work a limited number of hours during the week. Currently she averages about 6-8 hours per week. A second intern could be scheduled to work at times when Kristen is not available and probably for about the same number of hours.

FINANCIAL CONSIDERATIONS:

High School interns are part-time and receive no benefits.

The hourly pay range is \$7.58 to \$9.75.

For the second half of 2014 our current intern earned \$2,800.

Year to date her total 2015 salary earned has been \$434.

Funding a second HS intern position is minimal and can be funded from existing funds.

The impact on the budget is negligible.

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

Authorize a second High School Intern position in the city organization.

Monthly Council Report

March 2015



Department Highlights

- All departmental operations are functioning normally.
- Officers kept busy this month, primarily with the two snow events. Several accidents were attributed to slick roads.
- Officer Sharp is in the final weeks of the state police academy. He remains at the top of his class for academic achievement. In addition, he also completed his Bachelor degree in criminal justice while attending the academy.

Patrol Mileage:

309 - 86,900

607 - 114,534

111 - 40,385

512 - 56,517

812 - 38,784

214 - 20,142

314 - 5,325

414 - 4,203

Monthly repairs:

None

Budget status: 17.4/100%

Major purchases: None

Current Staff Levels.

7 Full-time

1 Full-time - Vacant

1 Part-time

1 Part-time Vacant

3 Reserve

2 Reserve -Vacant

Monthly Activities

December Police Reports - 167

December calls for service - 275

Community Policing:

Officer Rhodes is working to coordinate the Annual Run-to-Believe that will be held March 21st 2015.

PUBLIC WORKS REPORT 3-10-2015

Regular Maintenance

- Graded all streets a couple of times this past month. Seems we were plowing snow off and on the last few weeks although it never seemed like much at any one time. Working quite a lot with the new street sweeper to get the sand and debris swept up from the winter months.
- We have been working with several of the Maize citizens to get their properties in better condition. In conjunction with Code Enforcement we have cleaned up the northeast corner of Academy and Khedive, and hauled a lot of brush off the property of Moxi Junction. We have a couple of other properties along Khedive that we will help in the near future. I think that we can help those that cannot help themselves and it makes our city look that much better.

Special Projects

- We are getting ourselves prepared for the Garage Sale coming up soon and then gearing up for clean-up day as well. Hope to get a lot of trash and debris picked up and many properties cleaned up that week. I believe we will also have a hazardous waste clean-up day a couple of weeks after clean-up day.
- Still working on the splash park plans. Jolene is heading that and we are helping her in any way we can. We are also working on a plan to get some trees ordered and some Kansas native grasses and wildflowers planted around the back of City Hall.
- Graber is still working on the ditch work along 45th Street. When the complete ditch is finished from Maize to Plantation it will sure help the drainage along 45th street.
- We are working on final plans for the shop. Hope to have something back from Evans on costs including changes that we made when we last visited.
- We are crack-sealing in preparation of the slurry seal this summer and are putting together the street maintenance work to be done during 2016 for next years budget.

Ron Smothers
Public Works Director

Water and Wastewater Report
February 12, 2014 – March 10, 2015

Water Operations

Maximum Contaminant Level (MCL) for both chlorine and fluoride is 4.0 mg/L.
Minimum allowable free chlorine residual to the last free flowing tap is 0.2 mg/L.
Recommended fluoride dosage for this area is now 0.7 mg/L.

Routine bacteriological samples remain good (non-detect).

Wastewater Operation

February 12 – Fire extinguishers at the plant were serviced.

February 17 – One wasting pump plugged off with rags. Cleared the blockage and returned it to service.

February 20 – Cleared debris out of the grit classifier's nose piece.

February 27 – Met with MKEC regarding the plant evaluation. Progress is speeding up.

March 1 – Found the grease blanket in the Prairie Pines lift station carrying the floats. Mayer's came in the next day to clean up that wet well and the one at Longbranch.

March 3 – Pressure relief valve on the #3 blower failed. It was replaced with a new one and the failed unit sent in to be rebuilt.

Not much else to report. Problems are dealt with as they arise.
Routine maintenance continues as scheduled.

Matt Meeks
Water and Wastewater Operator

City Engineer's Report
3/10/15

Eagles Nest

There are some minor repairs to be done and then job will be complete.

Industrial Park

Water and sewer has been let, project should start next week.

45th Street Ditch Work

The project on the north side of 45th street from Maize road to Plantation Street will be completed by the end of this week. It included concrete for 150 feet. The rest of the ditch will be graded, seeded and mulched.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: **March 16, 2015**

TO: **Maize City Council Members**

FROM: **Kim Edgington, Planning Administrator**

RE: **Regular March Council Meeting**

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

1. Commercial development at the northeast corner of 37th & Maize – the corner lot has been purchased for future development as a financial institution. The lot immediately north of the corner is also under contract for commercial development. I continue to work with the property owners to address issues of access along Maize Road and future construction of a right turn lane along these properties. A vacation of complete access control petition in front of several of the lots along Maize Road has been filed and will be heard by the Planning Commission on April 2nd.
2. Southeast corner of 119th and 53rd Street North – the property owner requested a zone change to Limited Commercial for approximately 1.6 acres on the hard corner for future commercial development. The Planning Commission reviewed this case at their March 5th meeting and recommended unanimously to deny the request. The applicant has since withdrawn their application.
3. Zone change request at 9100 W 61st Street – the property owner has submitted a request for a zone change to allow horse stables and boarding at this location. The Planning Commission will review this request at their April meeting.
4. Conditional Use request – to enlarge an existing sand extraction operation at 5800 N. Ridge Road. The Planning Commission will review this case at their April 2nd meeting.
5. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
March 16, 2015**

Year to date status (Through 2/28/15):

General Fund –			
	Budget	YTD	
Rev.	\$2,666,831	\$1,011,972	37.95%
Exp.	\$3,030,450	\$ 630,753	18.51%
Streets –			
Rev.	\$289,550	\$ 53,004	18.31%
Exp.	\$280,300	\$ 53,629	19.13%
Wastewater Fund-			
Rev.	\$701,000	\$ 136,653	19.49%
Exp.	\$707,000	\$ 126,215	18.00%
Water Fund-			
Rev.	\$754,500	\$ 151,420	20.07%
Exp.	\$754,500	\$ 131,907	17.48%

Health & Dental Benefits

Per Council's request, here are the 2015 numbers (through 02/28/2015) 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:	\$ 34,755.60	\$ 8,637.58	\$ 43,393.18
Dental:	2,650.02	662.82	3,312.84
Life:	<u>1,264.06</u>	<u>0</u>	<u>1,264.06</u>
	\$ 38,669.68	\$ 9,300.40	\$ 47,970.08

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 02/28/2015)

Starting Balance:	\$304,736.57
Phase II Playground Equipment:	- 18,563.00
Master Park Plan:	- 10,000.00
Park Equipment:	- 8,000.00
Community Building Remodel:	- 36,580.00
Emergency Lighting Upgrade	- 1,057.47
Playground Signs (5-12 year old):	- 120.00
Volunteer Supplies:	- 19.12
Soap/Towel Dispensers:	- 454.56
Epoxy for Picnic Tables:	- 71.33
New Ceiling Registers:	- 123.33
Parts to Install Picnic Tables:	- 44.33
Concrete to Install Benches:	- 13.16
Ceiling Fans, Wall Plates:	- 171.44
Guttering for Comm. Building	- 955.50
New Chairs for Comm. Building	- 558.82
Appliances for Comm. Building	- 1,313.94
Electrical Receptacles at Park	- 1,679.21
Skate Park Equipment	- 7,214.04
Supplies to Install Equipment	- 871.80
Signs for Skate Park	- 340.00
Clean Up/Repair Bathrooms	- 127.49
Park Shelters	- 52,443.10
Skate Park Equipment	- 28,990.38
Removal of Light Poles	- 11,600.00
Skate Park Installation	- 24,478.30
Remaining Balance:	\$ 98,946.25

CAPITAL PROJECTS

**Temporary Note Resolution
Series A 2013**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/14	Expenditures 1/1/15 thru 2/28/15	Total Expenditures	Resolution Authorization Less Expenditures
Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 66,990.79	\$ 56,757.55	\$ 123,748.34	\$ (6,748.34)
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 61,791.69	\$ 56,757.55	\$ 118,549.24	\$ (54,549.24)
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 291,241.61	\$ 56,757.56	\$ 347,999.17	\$ (19,999.17)
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 143,453.22	\$ 7,544.03	\$ 150,997.25	\$ 75,002.75
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,906.30	\$ 7,544.03	\$ 79,450.33	\$ 12,549.67
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,761.95	\$ 7,544.03	\$ 62,305.98	\$ (6,305.98)
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 148,083.16	\$ 7,544.03	\$ 155,627.19	\$ 12,372.81
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 8,451.10	\$ 204,985.37	\$ 213,436.47	\$ (1,436.47)
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 48,360.32	\$ 6,701.19	\$ 55,061.51	\$ 1,938.49
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 141,943.27	\$ 6,701.19	\$ 148,644.46	\$ 15,355.54

Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 61,640.82	\$ 6,701.19	\$ 68,342.01	\$ 1,657.99
Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 161,281.73	\$ 6,701.19	\$ 167,982.92	\$ 81,017.08
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,722.47	\$ 8,544.44	\$ 49,266.91	\$ 7,733.09
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 93,803.50	\$ 8,544.44	\$ 102,347.94	\$ 652.06
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,869.13	\$ 8,544.43	\$ 62,413.56	\$ 1,586.44
Central Street Project	05	549-13	\$ 400,000.00	\$ 390,010.89		\$ 390,010.89	\$ 9,989.11
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ 181,657.44	\$ 18,861.26	\$ 200,518.70	\$ (9,518.70)
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ 394,776.80	\$ 18,861.26	\$ 413,638.06	\$ 30,361.94
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ 214,020.58	\$ 18,861.26	\$ 232,881.84	\$ (10,881.84)
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ 102,625.63	\$ 18,861.23	\$ 121,486.86	\$ 42,513.14
Totals for Series A 2013				\$ 2,731,392.40	\$ 533,317.23	\$ 3,264,709.63	\$ 183,290.37

Temp Notes Series 2013B

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/14	Expenditures 1/1/15 thru 2/28/15	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ 70,096.23	\$ 7,283.27	\$ 77,379.50	\$ 20,620.50
Watercress Village 3rd Paving	05	546-13	\$ 339,000.00	\$ 296,876.99	\$ 7,283.27	\$ 304,160.26	\$ 34,839.74
Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00	\$ 78,988.84	\$ 7,283.26	\$ 86,272.10	\$ 42,727.90
Hampton Lakes 2nd Phase 2 Water	05	543-13	\$ 40,000.00	\$ 38,924.10	\$ 696.21	\$ 39,620.31	\$ 379.69

Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ 88,999.60	\$ 696.21	\$ 89,695.81	\$ (695.81)
Hampton Lakes 2nd Phase 2 Sewer	05	537-13	\$ 35,000.00	\$ 33,302.68	\$ 696.21	\$ 33,998.89	\$ 1,001.11
North Maize Road Paving	05	540-13	\$ 345,000.00	\$ 325,734.68	\$ 28,539.62	\$ 354,274.30	\$ (9,274.30)
Lakelane Paving	05	541-13	\$ 100,000.00	\$ 89,335.01	\$ 15,812.96	\$ 105,147.97	\$ (5,147.97)
Totals			\$ 1,175,000.00	\$ 1,022,258.13	\$ 68,291.01	\$ 1,090,549.14	\$ 84,450.86

Projects w/o Temp Notes

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/14	Expenditures 1/1/15 thru 2/28/15	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	556-14	\$ 104,000.00	\$ 100,277.14	\$ 397.87	\$ 100,675.01	\$ 3,324.99
Eagles Nest Phase 2A Paving	05	555-14	\$ 515,000.00	\$ 29,211.83	\$ 319,069.47	\$ 348,281.30	\$ 166,718.70
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ 167,905.04	\$ 397.87	\$ 168,302.91	\$ 71,697.09
Maize Ind Park Water	05	565-14	\$ 63,700.00	\$ 3.36	\$ 874.16	\$ 877.52	\$ 62,822.48
Maize Ind Park Sanitary Sewer	05	566-14	\$ 97,600.00	\$ 3.36	\$ 874.15	\$ 877.51	\$ 96,722.49
Totals			\$ 1,020,300.00	\$ 297,400.73	\$ 321,613.52	\$ 617,259.22	\$ 241,740.78

Grand Totals Series A 2013, Series B 2013, Other Projects

\$4,051,051.26 \$923,221.76 \$4,972,517.99 \$509,482.01

CIP 2015 (As of 02/28/2015)

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/15					\$ 382,620.81
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax			500.00	-
Interest	From Bank Accounts	241.43		250.00	469.93
Transfers	From General Fund	64,583.33		775,000.00	129,166.66
Total Revenues		64,824.76		775,750.00	129,636.59
Total Resources					512,257.40
Street Improvements				-	527,000.00
Sidewalk/Bike Paths					50,000.00
Park Improvements	From Dugan Park Funds		113.82	114,000.00	113.82
Academy Avenue	Pay off Temp Notes		367,282.96	375,000.00	367,282.96
Other Capital Costs	New Public Works Building Design		1,133.28	150,000.00	1,456.81
Total Expenditures			-	368,530.06	1,216,000.00
Cash Balance - 02/28/15					\$ 143,403.81

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 02/28/2015

	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	\$501.94	\$365.97	\$135.97	\$1,001.83	\$729.89	\$271.94	Flat - based on number of lines
Internet	1,036.67	933.00	103.67	\$2,073.34	1,866.00	207.34	Flat - \$103.67/month
Gas	1,184.54	652.68	531.86	\$2,937.15	1,618.37	1,318.78	44.90%
Electric	1,879.01	1,035.33	843.68	\$3,856.08	2,124.70	1,731.38	44.90%
Janitor	1,696.06	934.53	761.53	\$4,373.18	2,409.62	1,963.56	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	53.96	29.73	24.23	\$107.92	59.46	48.46	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	\$9,596.00	0.00	4,308.60	44.90%
Pest Control	275.00	255.00	20.00	\$550.00	510.00	40.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,627.18	\$4,206.25	\$2,420.93	\$24,495.50	\$9,318.05	\$9,890.06	

Shared Costs for City Hall
 Updated 3/10/2015

Equipment Reserve 2015 (As of 2/28/2015)

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/15					\$ 100,629.78
Interest	From Bank Accounts	21.07		100.00	41.02
Reimbursements	Sale of Public Works 1-Ton	2,300.00			2,300.00
Transfers	From General Fund	21,250.00		255,000.00	42,500.00
Total Revenues		<u>\$ 23,571.07</u>		<u>\$ 255,100.00</u>	<u>\$ 44,841.02</u>
Total Resources					<u>\$ 145,470.80</u>
Trucks/Heavy Equipment			\$ -	\$ 125,000.00	\$ 35,434.30
Trucks/Heavy Equipment	Encumbered in 2014 Budget		\$ 15,047.00		\$ 50,827.00
Computers			-	45,000.00	-
Police Department Expenses			285.38	75,000.00	50,744.88
Total Expenditures			<u>\$ 15,332.38</u>	<u>\$ 245,000.00</u>	<u>\$ 137,006.18</u>
Cash Balance - 02/28/2015					<u>\$ 8,464.62</u>



CITY OPERATIONS REPORT

DATE: March 11, 2015

TO: Maize City Council

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

RE: March Report

1) Public Works Facility

Staff met again on 3/10/15 with Bill Johnson, President of Evens Building Company. A final drawing concept and cost projection of the proposed new facility will be forthcoming shortly. Plans for electronics, furniture and security are also being considered. Staff visited and toured a similar building, as has Karen. If other Council members have interest in a tour it can be arranged. If all goes as planned, staff's goal is to have this to the Council for consideration next month.

2) Splash Park/Restrooms @ Maize Park

The Park & Tree Board met last evening to discuss several items. They approved and will recommend to the Council purchasing the Splash Park design from "Power Play." Other vendors were considered. They deferred action on a new restroom facility recommendation until additional bids can be considered. They also approved an updated CIP plan for Council consideration during the 2016 budget process.

A \$1000 grant from South Central KS Prosperity group was discussed. This money has to be used to purchase native grasses & trees for landscaping projects. The Board accepted a staff recommendation to utilize this for additional landscaping improvements north of City Hall.

3) 37th Street Improvement

Wichita, Sedgwick County have agreed to join with us on the improvement for 37th Street. The County is drawing up a joint agreement. The schedule for the improvement is being worked out.

4) Coffee with Carolyn (McGinn)

State Senator Carolyn McGinn will be having an informal, open to the public, meeting here at City Hall on April 14th @ 10am. The discussion will focus on the current legislative session.

5) Municipal Leadership Academy

The KS League of Municipalities is scheduled to conduct a Municipal Leadership class on budget and finance at Maize City Hall (conference room) on March 14th @ 10am. Becky has agreed to be a co-presenter. At this time only five people have signed up. There is a possibility it could be canceled.

6) City Meetings

- March 16th Council @ 7pm
- March 30th Joint Workshop @ 6pm (*Tentative?*)
(*Planning/Park & Tree*)
- April 2nd Planning @ 7pm
- April 13th Council Workshop @ 6pm (*Tentative?*)
(*PW facility/Park Improvements*)
- April 14th Park & Tree Board @ 5:30pm
- April 20th Council @ 7pm
- April 27th Council/BOE @ 7pm (@ *City Hall*)