

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING
CEMETERY BOARD MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, AUGUST 15, 2016
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
- 5a) Public Hearing – Special Assessments (Eagles Nest Phase 2A & Industrial Park)
- 6) Consent Agenda
 - a. Approval of Minutes – Regular Council Meeting of July 18, 2016 and Special Council Meeting of August 1, 2016.
 - b. Planning Commission Meeting Minutes of April 7, 2016.
 - c. Cash Disbursements from July 1, 2016 thru July 31, 2016 in the amount of \$598,543.98 (Check #62755 thru #62958).
 - d. Adoption of the Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) 2016.
- 7) Old Business
 - A. Special Assessment Ordinance
- 8) New Business
 - A. Sale Resolution for Series 2016A GO Refunding and Improvements Bonds
 - B. Eagles Nest Phase 2B Petitions and Resolutions
 - C. Eagles Nest Phase 2B Engineering Contract
 - D. Minor Street Privilege Ordinance
 - E. Wastewater Ordinance Amendment
 - F. Van Asdale Contract for Park Restrooms
 - G. Andale Paving Contract for 45th Street Multi-Use Path

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

**MAIZE PARK CEMETERY BOARD
REGULAR MEETING**

**MAIZE PARK CEMETERY BOARD AGENDA
CHAIR KAREN FITZMIER PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Approval of Minutes – Board Meeting July 18, 2016
- 5) Public Hearing for the Maize Park Cemetery District 2017 Budget
- 6) Old Business
 - A. Adoption of the 2017 Budget
- 7) Adjournment

*** Reconvene City Council Meeting**

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

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

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

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

APPROVAL OF AGENDA:

The Agenda was submitted for approval with the addition of Item 8G-Minor Street Privilege Ordinance.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes – Regular Council Meeting of June 20, 2016.
- b) Receive and file Park and Tree Board minutes of May 10, 2016.
- c) Cash Disbursements from June 1, 2016 through June 30, 2016 in the amount of \$832,949.08 (Check #62544 through #62754).

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

PROPOSED SPECIAL ASSESSMENTS-EAGLES NES PHASE 2A & MAIZE INDUSTRIAL PARK:

A statement of final costs and assessment roll certification for Eagles Nest Phase 2A and Maize Industrial Park improvements were submitted for Council approval.

MOTION: **Fitzmier** moved to accept the statement of final costs, assessment roll certification and various forms of notice, schedule a public hearing on August 15, 2015 at 7:00 pm and publish notice and send notice of proposed assessments to the owners of affected property.
Stivers seconded. Motion declared carried.

HOLIDAY INN EXPRESS REFINANCING (SERIES A 2010 INDUSTRIAL REVENUE BONDS):

A resolution authorizing subordination agreements in connection with the Series A 2010 Industrial Revenue Bonds (Holiday Inn Express Project), appointment of a successor fiscal and paying agent and authorizing the partial redemption and payment of the bonds was submitted for Council approval.

MOTION: **Clasen** moved to approve the resolution authorizing execution and delivery of the Subordination Agreements; appointing Security Bank of Kansas City as successor fiscal and paying agent and authorizing the partial redemption and payment of the Bonds.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Resolution #583-16.

PROPOSED 2017 BUDGET FOR PUBLICATION:

The City of Maize 2017 Proposed Budget with a mill levy of 43.048 was submitted for Council approval.

MOTION: **Clasen** moved to accept the proposed 2017 Budget as presented, authorize publication of the proposed budget in *The Clarion* and set the public hearing on the proposed budget for Monday, August 1, 2016 at 7:00 pm.

SUNFLOWER FOUNDATION LETTER OF AGREEMENT-45TH STREET MULTI-USE PATH:

A letter of agreement with the Sunflower Foundation for a matching grant for construction of a multi-use path on 45th Street was submitted for Council approval.

MOTION: *Clasen* moved to approve the Sunflower Foundation Letter of Agreement for a matching grant in the amount of \$55,000 for the construction of a multi-use path on 45th Street.
Stivers seconded. Motion declared carried.

2016 COURT COSTS ORDINANCE:

An ordinance increasing City court costs to \$110 was submitted for Council approval.

MOTION: *Clasen* moved to adopt the ordinance amending Section 9-112 of the Code of the City of Maize, Kansas pertaining to amending Municipal Court Costs and repealing the existing said section.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Ordinance #916.

PERSONNEL POLICY MANUAL REVISIONS:

Revisions to the Personnel Policy were submitted for Council approval.

MOTION: *Stivers* moved to adopt the Personnel Policy revisions as presented.
McCreath seconded. Motion declared carried.

Mayor Donnelly recessed the City Council meeting at 7:51 pm. Meeting reconvened at 7:58 pm

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Monday, August 1, 2016**

The Maize City Council met in a special meeting at 7:00 p.m., **Monday, August 1, 2016** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Councilmembers present were **Donna Clasen, Pat Stivers, Karen Fitzmier, 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 and **Bill McKinley**, City Engineer.

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

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

PUBLIC HEARING FOR THE CITY OF MAIZE 2017 BUDGET:

Mayor Donnelly opened the Public Hearing at 7:00 pm. Hearing no comments, the Public Hearing was closed.

PUBLIC HEARING FOR FUNDING THE WASTEWATER PLANT UPGRADE:

Mayor Donnelly opened the Public Hearing at 7:01 pm. Hearing no comments, the Public Hearing was closed.

MKEC ENGINEERING CONTRACT:

A contract with MKEC for engineering services related to the design and construction support for the wastewater plant upgrade was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the MKEC Engineering, Inc. contract in an amount not to exceed \$645,500 for all services required for the design, specifications, bid support, construction support, inspections and other related duties and responsibilities as outlined in the contract and authorize the Mayor to sign. Approval is subject to authorization from the State for the KDHE loan for funding the project and final review of the contract by the City Attorney.
Clasen seconded. Motion declared carried.

ADOPTION OF THE 2017 BUDGET:

The City of Maize 2017 Budget was submitted for Council approval.

MOTION: **Fitzmier** moved to adopt the 2017 Budget for the City of Maize and submit to the Sedgwick County Clerk.
Stivers seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

MOTION: **Stivers** moved to adjourn.
Clasen 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, APRIL 7, 2016**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, April 7, 2016, for a Regular Meeting with *Gary Kirk* presiding. The following Planning Commission members were present: *Mike Burks, Dennis Downes, Andy Sciolaro, Gary Kirk*, and *Jennifer Herington*. Not present were *Bryant Wilks* and *Bryan Aubuchon*. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Bill McKinley*, City Engineer; *Richard LaMunyon*, City Administrator; *Brian Lindebak*, MKEC; *Marvin Schellenberg*, Schellenberg Development Co.; *Jean Woodard*, Citizen.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: *Sciolaro* moved to approve the March 3, 2016 minutes as presented.
Herington seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

S/D 02-016 – One-step final plat for approximately 23.7 acres from Limited Commercial to MF – 29 Multi-Family on the west side of Maize Road approximately 1/3 mile south of 45th Street North (associated with Z-01-016)

Lindebak and *Schellenberg* were present to answer questions from the commissioners.

- MOTION:** *Burks* moved to approve S/D 02-016 one-step final plat for approximately 23.7 acres from Limited Commercial to MF – 29 Multi-Family on the west side of Maize Road approximately 1/3 mile south of 45th Street North subject to the following conditions:
- A. City water and sewer services are located adjacent to the site. Extension of these services will be at the expense of the property owner unless otherwise agreed upon by the City of Maize.
 - B. Minimum pad elevations shall be listed on the plat or on the approved final drainage plan.
 - C. A signed authorization for the temporary access along KDOT controlled property along Maize Road shall be submitted to the City before the plat will be forwarded to City Council for review.
 - D. A guarantee for the relocation of the temporary, secondary point of access for Lot 1 shall be provided in the event that the original access is required to be closed due to the construction of K-254.
 - E. If improvements are guaranteed by petition, a notarized certificate listing the petitions, with cost estimates shall be submitted to the City of Maize for recording.
 - F. **City Engineering** needs to comment on the status of the applicant's final drainage plan.

- G. This property is in Area C on the FEMA flood map, not in the floodplain.
- H. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- I. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable (water service and fire hydrants required for fire protection shall be as per the direction and approval of the Chief of the Sedgwick County Fire Department.)
- J. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (Phone 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- K. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147) for the control of soil and win erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- L. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one (1) acre or more of ground cover requires a Federal/State NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Maize, erosion and sediment control devices must be used on ALL projects.
- M. Perimeter closure computations shall be submitted with the final plat tracing.
- N. Recording of the plat within thirty (30) days after approval by the City Council.

and subject to the additional condition as listed:

- 1) Left turn lane north bound to serve entrance, must be constructed at expense of developer and design must be approved by City Engineer.

Downes seconded the motion.

Kirk requested a roll call vote to approve S/D 02-016 as presented with the following results:

Burks – yes

Sciolaro - yes

Kirk – yes

Downes- yes

Herington – yes

Motion carried unanimously.

Z-01-016 Zone change request for approximately 23.7 acres from Limited Commercial to MF-29 Multi-Famly on the west side of Maize road approximately 1/3 mile south of 45th Street North

Lindebak and *Schellenberg* were present to answer questions from the commissioners.

Lindebak explained that changing the zoning from Limited Commercial to MF-29 Multi-Family would be easier to manage and better as a neighboring property because it greatly reduces the number of units allowed per acre.

Schellenberg stated the developer is an “all cash” developer and keeps all of their properties.

Woodard expressed concerns including growth of the school district, traffic and higher taxes.

MOTION: **Burks** moved to approve Z-01-016 Zone change request for approximately 23.7 acres from Limited Commercial to MF-29 Multi-Family on the west side of Maize road approximately 1/3 mile south of 45th Street North subject to the following findings and subject to the final site plan approval by the Planning Administrator:

1. The zoning, uses and character of the neighborhood: This property is located within an area that is currently agricultural and residential in character, with commercial uses farther to the south. The type of proposed use would be compatible with both residential and commercial uses and would be appropriate for location adjacent to a future by-pass.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned for commercial but is not likely to be developed as such due to the configuration of the property and restricted access to Maize Road.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Required screening will limit any negative effects to neighboring property.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The City of Maize Comprehensive Plan contemplates that the frontage of this property is appropriate for commercial development. The remainder of the property is contemplated for urban residential.
5. Impact of the proposed development on community facilities: The requested zone change would introduce a more intensive land use to this area. However, the City’s municipal service systems have been designed to adequately support this type of development. Adequate right-of-way is already contemplated by the applicant. Municipal water and sewer service would be available upon demonstration of need.

Sciolaro seconded the motion.

Kirk requested a roll call vote to approve Z 01-016 as presented with the following results:

Burks – yes

Sciolaro - yes

Kirk – yes

Downes- yes

Herington – yes

Motion carried unanimously.

ADJOURNMENT:

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

Meeting adjourned at 8:00 PM.

Sue Villarreal
Recording Secretary

Gary Kirk
Chairman

CITY OF MAIZE
Cash and Budget Position
Thru July 31, 2016

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	\$ 856,761.50	\$ 161,105.92	\$ 309,413.49	\$ 708,453.93	\$ 3,369,786.00	\$ 2,521,956.40	\$ 2,202,692.56	\$ 1,167,093.44	34.63%
02	Street Fund	137,908.04	41,071.61	34,767.13	144,212.52	294,100.00	191,247.71	198,024.90	96,075.10	32.67%
04	Capital Improvements Fund	24,242.88	40,906.13	8,026.64	57,122.37	665,000.00	286,469.07	581,797.98	83,202.02	12.51%
05	Long-Term Projects	(907,985.95)	-	9,981.00	(917,966.95)	-	-	636,341.61		
10	Equipment Reserve	37,560.96	19,186.26	-	56,747.22	230,000.00	137,609.61	195,425.50	34,574.50	15.03%
11	Police Training Fund	1,404.49	269.35	-	1,673.84	2,000.00	2,177.35	1,772.50	227.50	11.38%
12	Municipal Court Fund	21,874.66	2,856.93	3,813.00	20,918.59	-	15,508.06	11,748.56		
16	Bond & Interest Fund	1,466,288.63	53,627.18	277,631.25	1,242,284.56	2,552,350.00	1,752,306.57	737,716.92	1,814,633.08	71.10%
19	Wastewater Reserve Fund	140,621.26	3,000.00	-	143,621.26	-	21,000.00	10,764.68		
20	Wastewater Treatment Fund	636,505.05	60,235.01	90,586.84	606,153.22	714,000.00	483,190.23	475,585.44	238,414.56	33.39%
21	Water Fund	425,005.49	78,584.49	68,848.56	434,741.42	769,500.00	481,362.00	480,147.92	289,352.08	37.60%
22	Water Reserve Fund	131,148.81	3,000.00	-	134,148.81	-	21,000.00	-	-	
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	4,858.62	1,339.83	334.16	5,864.29	-	7,145.76	6,561.18		
98	Maize Cemetery	165,217.98	3,089.82	5,820.33	162,487.47	161,706.00	25,634.28	20,392.66	141,313.34	87.39%
Report Totals		\$ 3,559,617.08	\$ 468,272.53	\$ 809,222.40	\$ 3,218,667.21	\$ 8,758,442.00	\$ 5,946,607.04	\$ 5,558,972.41	\$ 3,864,885.62	44.13%

		City of Maize				
		Disbursement Report Totals				
		Dates Covered: 07/01/2016 - 07/31/2016				
Accounts Payable:						
Voucher Date	Voucher Amt	Check Date	Check Amount	Check Numbers Begin End		
1-Jul	\$ 1,135.98	1-Jul	\$ 1,135.98	62755	62758	Utilities
1-Jul	557.77	1-Jul	\$ 557.77	62759	62759	Postage
1-Jul	62,498.19	1-Jul	62,498.19	62760	62805	
6-Jul	2,279.31	6-Jul	2,279.31	62806	62814	Utilities
7-Jul	277,631.25	7-Jul	277,631.25	ACH	ACH	2006 Water Revenue Bonds
14-Jul	58,875.50	15-Jul	58,875.50	62832	62912	
15-Jul	514.59	15-Jul	514.59	62913	62913	Postage (Highlights)
18-Jul	16,199.19	18-Jul	16,199.19	62914	62918	Utilities
25-Jul	841.10	25-Jul	841.10	ACH	ACH	Sales Tax/Unemployment Tax
AP Total	\$ 420,532.88		\$ 420,532.88			
Payroll:						
Run Date	Earning History	Check Date	Check Amount	Check Numbers Begin End		
8-Aug	\$ 130,841.72	14-Jul	\$ 75,596.28	62815	62831	
		16-Jun	102,414.82	62919	62958	
KPERS Employer Portion	9,528.23					
FICA Employer Portion	9,391.54					
Health/Dental Insurance (Employer Portion)	28,249.61					
PR Total	\$ 178,011.10		\$ 178,011.10			
AP			\$ 420,532.88			
PR			178,011.10			
Total Disbursements			\$ 598,543.98			
Check Numbers used this period:						
#62755 thru #62958						

Expenditure Report Reconciliation 080816

8/10/2016

J Reid

CITY OF MAIZE
Bank Reconciliation Report
For July 2016

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 856,761.50	\$ 161,105.92	\$ 309,413.49	\$ 708,453.93
02	Street Fund	137,908.04	41,071.61	34,767.13	144,212.52
04	Capital Improvements Fund	24,242.88	40,906.13	8,026.64	57,122.37
05	Long-Term Projects	(917,966.95)	-	9,981.00	(927,947.95)
10	Equipment Reserve Fund	37,560.96	19,186.26	-	56,747.22
11	Police Training Fund	1,404.49	269.35	-	1,673.84
12	Municipal Court Fund	21,874.66	2,856.93	3,813.00	20,918.59
16	Bond & Interest Fund	1,466,288.63	53,627.18	277,631.25	1,242,284.56
19	Wastewater Reserve Fund	140,621.26	3,000.00	-	143,621.26
20	Wastewater Treatment Fund	636,505.05	60,235.01	90,586.84	606,153.22
21	Water Fund	425,005.49	78,584.49	68,848.56	434,741.42
22	Water Reserve Fund	131,148.81	3,000.00	-	134,148.81
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	4,858.62	1,339.83	334.16	5,864.29
98	Maize Cemetery	165,217.98	3,089.82	5,820.33	162,487.47
Totals All Fund		\$ 3,549,636.08	\$ 468,272.53	\$ 809,222.40	\$ 3,208,686.21

Bank Accounts and Adjustments

Halstead Checking Account	\$ 340,797.81	\$ 852,639.83	\$ 698,801.95	\$ 494,635.69
Outstanding Items				\$ (201,365.23)
Halstead Bank Money Market Account	3,152,235.20	693.08	400,000.00	2,752,928.28
Maize Cemetery CD 85071	91,025.31	45.75	-	91,071.06
Maize Cemetery Operations	74,192.67	3,044.07	5,820.33	71,416.41
Totals All Banks	\$ 3,658,250.99	\$ 856,422.73	\$ 1,104,622.28	\$ 3,208,686.21

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 15, 2016**

CONSENT AGENDA ITEM 6d

ITEM: **Adopt 2016 Standard Traffic Ordinances (STO) and the 2016 Uniform Public Offense Code (UPOC)**

BACKGROUND:

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

The attachment summarizes the changes.

FINANCIAL CONSIDERATIONS:

\$531 for replacement books

LEGAL CONSIDERATIONS:

Approved by City Attorney.

RECOMMENDATION/ACTION:

Adopt the 2016 Standard Traffic Ordinances (STO) and the 2016 Uniform Public Offense Code (UPOC).

**CHANGES IN STANDARD TRAFFIC ORDINANCE
FOR 2016**

The following represent the changes in the Standard Traffic Ordinance from the 2015 edition to the 2016 edition.

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.
(Amended)

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties. (Amended)

Section 30.2. Preliminary Breath Test. (Amended)

Section 30.2.1. Refusal to Submit to alcohol or Drug Test. (Deleted)

Section 175.1. Compression Release Engine Braking System. (Amended)

**CHANGES IN UNIFORM PUBLIC OFFENSE CODE
FOR 2016**

The following represent the changes in the Uniform Public Offense Code from the 2015 edition to the 2016 edition.

Section 1.1 Definitions.

Amended: Act, Smoking; Definitions (h).

Deleted: Juvenile Correctional Facility Officer or Employee.

Section 3.2 Battery Against a Law Enforcement Officer. (Amended)

Section 3.12 Breach of Privacy. (Amended by HB 2501)

Section 5.8 Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21. (Amended by SB 133)

Section 6.1 Theft. (Amended by HB 2462)

Section 10.14 Operation of a Motorboat or Sailboat. (Amended by HB 2436)

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM #7A

ITEM: SPECIAL ASSESSMENT ORDINANCE

BACKGROUND:

In accordance with state law, a public hearing was held earlier at this meeting to allow for comments on the proposed special assessments for infrastructure improvements (water, sewer, paving) in the Maize Industrial Addition and in the Eagles Nest Addition.

(See attached spreadsheets.)

Upon adoption of a special assessment ordinance, property owners will be notified of the final assessments.

Property owners can choose to “pre-pay” their specials by August 30, or else the special assessment will be paid in 19 installments to begin with the December 2017 tax bills.

FINANCIAL CONSIDERATIONS:

Larry Kleeman (Financial Advisor) has prepared a spreadsheet summarizing the final special assessments.

Bonds will be issued in September for the amount of the unpaid specials, and the annual special assessments will be used to pay debt service on the bonds.

LEGAL CONSIDERATIONS:

Kim Bell (Bond Counsel) has prepared the ordinance levying the special assessments on the properties located in the benefit districts.

Pursuant to the ordinance, notices about the final assessments will be sent to each property owner.

RECOMMENDATION/ACTION:

Approve the Special Assessment Ordinance and authorize the Mayor to sign.

MAIZE INDUSTRIAL ADDITION

		Res. 566-14		Res. 565-14, 571-15	
		Sanitary Sewer		Water Dist.	
Construction		\$	51,830.25	\$	49,078.75
Engineering		\$	9,600.00	\$	9,600.00
Admin/Legal/Fiscal		\$	8,186.30	\$	7,995.31
Final Cost		\$	69,616.55	\$	66,674.06
<u>Property Description</u>		<u>Fraction</u>	<u>Proposed Assessment</u>	<u>Fraction</u>	<u>Proposed Assessment</u>
Maize Industrial Addition					
<u>Block</u>	<u>Lot</u>				
A	1	0.4535	\$31,571.10	0.2783	\$18,555.39
A	2	0.3647	\$25,389.16	0.2238	\$14,921.65
A	3	0.1818	\$12,656.29	0.1116	\$7,440.83
Unplatted				0.3863	\$25,756.19

FOR REFERENCE ONLY

ESTIMATED Monthly Specials for <u>20 years @ 3.25%</u>	If you choose to prepay, total assessment <u>amount is:</u>
\$289.56	\$50,126.49
\$232.86	\$40,310.81
\$116.09	\$20,097.12
\$148.78	\$25,756.19

EAGLES NEST ADDN

Res. 545-14, 556-14

Res. 546-14, 555-14

Res. 547-14

Construction	\$ 80,166.00	\$ 382,085.00	\$ 118,164.60
Engineering	\$ 16,100.00	\$ 53,600.00	\$ 32,600.00
Admin/Legal/Fiscal	\$ 8,972.31	\$ 37,866.81	\$ 15,102.29
Final Cost	\$ 105,238.31	\$ 473,551.81	\$ 165,866.89

FOR REFERENCE ONLY

<u>Property Description</u>		<u>Proposed Assessment</u>		<u>Proposed Assessment</u>		<u>Proposed Assessment</u>		<u>ESTIMATED</u>	<u>If you choose to prepay,</u>
<u>Fraction</u>	<u>Fraction</u>	<u>Fraction</u>	<u>Fraction</u>	<u>Fraction</u>	<u>Fraction</u>	<u>Fraction</u>	<u>Monthly Specials for</u>	<u>total assessment</u>	<u>amount is:</u>
								<u>20 years @ 3.00%</u>	
Eagles Nest Addition									
<u>Block</u>	<u>Lot</u>								
B	10	0.032258065	\$3,394.78	0.032258065	\$15,275.86			\$107.85	\$18,670.64
B	11	0.032258065	\$3,394.78	0.032258065	\$15,275.86			\$107.85	\$18,670.64
B	12	0.032258065	\$3,394.78	0.032258065	\$15,275.86			\$107.85	\$18,670.64
B	13	0.032258065	\$3,394.78	0.032258065	\$15,275.86			\$107.85	\$18,670.64
B	14	0.032258065	\$3,394.78	0.032258065	\$15,275.86			\$107.85	\$18,670.64
B	15	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
B	16	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
B	17	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
B	18					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	19					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	20					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	23					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	24					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	25					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	26					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	27					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	28					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	29					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	30					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	31					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	32					0.017241379	\$2,859.77	\$16.52	\$2,859.77
B	33					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	1	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	2	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	3	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	4	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	5	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	6					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	7					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	8					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	9					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	10					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	11					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	12					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	13					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	14					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	15					0.017241379	\$2,859.77	\$16.52	\$2,859.77
C	16	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	17	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	18	0.032258065	\$3,394.78	0.032258065	\$15,275.86	0.017241379	\$2,859.77	\$124.37	\$21,530.41
C	19	0.032258065	\$3,394.78	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.43
C	20	0.032258065	\$3,394.78	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.43
C	21	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
C	22	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
C	23	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
C	24	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	24	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	25	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	26	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	27	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	28	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	29	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	30	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	31	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	32	0.032258065	\$3,394.79	0.032258065	\$15,275.87	0.017241379	\$2,859.78	\$124.37	\$21,530.44
D	33					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	34					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	35					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	36					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	37					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	38					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	39					0.017241379	\$2,859.78	\$16.52	\$2,859.78
D	40					0.017241379	\$2,859.78	\$16.52	\$2,859.78

ORDINANCE NO. [_____]

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the governing body of the City of Maize, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

Section 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Project No. 1 – Maize Industrial Addition – Water Distribution System Improvements

Resolution Nos. 565-14; 571-15
Water Distribution System Improvements

Project No. 2 – Maize Industrial Addition – Sanitary Sewer Improvements

Resolution No. 566-14
Sanitary Sewer Improvements.

Project No. 3 – Eagles Nest Addition Phase 2a – Water Improvements

Resolution Nos. 545-14; 556-14
Water System Improvements.

Project No. 4 – Eagles Nest Addition Phase 2a – Paving Improvements

Resolution Nos. 546-14; 555-14
Paving Improvements.

Project No. 5 – Eagles Nest Addition Phase 2a – Sanitary Sewer Improvements

Resolution No. 547-14

Sanitary Sewer Improvements.

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the properties described on *Exhibits A-1* through *A-5* attached hereto.

Section 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part **August 30, 2016**.

Section 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibits A-1* through *A-5* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by August 30, 2016 bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

Section 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in 19 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on August 15, 2016 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 15, 2016; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Clarion* on August 18, 2016.

DATED: August 18, 2016.

City Clerk

EXHIBIT A-1

**MAIZE INDUSTRIAL ADDITION – WATER DISTRIBUTION SYSTEM IMPROVEMENTS
RESOLUTION NOS. 565-14; 571-15**

Description of Property	Amount of Assessment
Maize Industrial Addition	
Block A, Lot 1	\$18,555.39
Block A, Lot 2	14,921.65
Block A, Lot 3	7,440.83
Southwest Quarter of the Southeast Quarter Section 13, Township 26 South, Range 2 West, Maize, Sedgwick County, Kansas.	25,756.19

EXHIBIT A-2

CITY OF MAIZE, KANSAS

**MAIZE INDUSTRIAL ADDITION – SANITARY SEWER IMPROVEMENTS
RESOLUTION NO. 566-14**

Description of Property	Amount of Assessment
Block A, Lot 1	\$31,571.10
Block A, Lot 2	25,389.16
Block A, Lot 3	12,656.29

EXHIBIT A-3

CITY OF MAIZE, KANSAS

**EAGLES NEST ADDITION PHASE 2a- WATER IMPROVEMENTS
RESOLUTION NOS. 545-14; 556-14**

Description of Property	Amount of Assessment
Eagles Nest Addition	
Block B, Lot 10	\$3,394.78
Block B, Lot 11	3,394.78
Block B, Lot 12	3,394.78
Block B, Lot 13	3,394.78
Block B, Lot 14	3,394.78
Block B, Lot 15	3,394.78
Block B, Lot 16	3,394.78
Block B, Lot 17	3,394.78
Block C, Lot 1	3,394.78
Block C, Lot 2	3,394.78
Block C, Lot 3	3,394.78
Block C, Lot 4	3,394.78
Block C, Lot 5	3,394.78
Block C, Lot 16	3,394.78
Block C, Lot 17	3,394.78
Block C, Lot 18	3,394.78
Block C, Lot 19	3,394.78
Block C, Lot 20	3,394.78
Block C, Lot 21	3,394.79
Block C, Lot 22	3,394.79
Block C, Lot 23	3,394.79
Block C, Lot 24	3,394.79
Block D, Lot 24	3,394.79
Block D, Lot 25	3,394.79
Block D, Lot 26	3,394.79
Block D, Lot 27	3,394.79
Block D, Lot 28	3,394.79
Block D, Lot 29	3,394.79
Block D, Lot 30	3,394.79
Block D, Lot 31	3,394.79
Block D, Lot 32	3,394.79

EXHIBIT A-4

CITY OF MAIZE, KANSAS

**EAGLES NEST ADDITION PHASE 2a- PAVING IMPROVEMENTS
RESOLUTION NOS. 546-14 &555-14**

Description of Property	Amount of Assessment
Eagles Nest Addition	
Block B, Lot 10	\$15,275.86
Block B, Lot 11	15,275.86
Block B, Lot 12	15,275.86
Block B, Lot 13	15,275.86
Block B, Lot 14	15,275.86
Block B, Lot 15	15,275.86
Block B, Lot 16	15,275.86
Block B, Lot 17	15,275.86
Block C, Lot 1	15,275.86
Block C, Lot 2	15,275.86
Block C, Lot 3	15,275.86
Block C, Lot 4	15,275.86
Block C, Lot 5	15,275.86
Block C, Lot 16	15,275.86
Block C, Lot 17	15,275.86
Block C, Lot 18	15,275.86
Block C, Lot 19	15,275.87
Block C, Lot 20	15,275.87
Block C, Lot 21	15,275.87
Block C, Lot 22	15,275.87
Block C, Lot 23	15,275.87
Block C, Lot 24	15,275.87
Block D, Lot 24	15,275.87
Block D, Lot 25	15,275.87
Block D, Lot 26	15,275.87
Block D, Lot 27	15,275.87
Block D, Lot 28	15,275.87
Block D, Lot 29	15,275.87
Block D, Lot 30	15,275.87
Block D, Lot 31	15,275.87
Block D, Lot 32	15,275.87

EXHIBIT A-5

CITY OF MAIZE, KANSAS

**EAGLES NEST ADDITION PHASE 2a- SANITARY SEWER IMPROVEMENTS
RESOLUTION NO. 547-14**

Description of Property	Amount of Assessment
Eagles Nest Addition	
Block B, Lot 15	\$2,859.77
Block B, Lot 16	2,859.77
Block B, Lot 17	2,859.77
Block B, Lot 18	2,859.77
Block B, Lot 19	2,859.77
Block B, Lot 20	2,859.77
Block B, Lot 23	2,859.77
Block B, Lot 24	2,859.77
Block B, Lot 25	2,859.77
Block B, Lot 26	2,859.77
Block B, Lot 27	2,859.77
Block B, Lot 28	2,859.77
Block B, Lot 29	2,859.77
Block B, Lot 30	2,859.77
Block B, Lot 31	2,859.77
Block B, Lot 32	2,859.77
Block B, Lot 33	2,859.77
Block C, Lot 1	2,859.77
Block C, Lot 2	2,859.77
Block C, Lot 3	2,859.77
Block C, Lot 4	2,859.77
Block C, Lot 5	2,859.77
Block C, Lot 6	2,859.77
Block C, Lot 7	2,859.77
Block C, Lot 8	2,859.77
Block C, Lot 9	2,859.77
Block C, Lot 10	2,859.77
Block C, Lot 11	2,859.77
Block C, Lot 12	2,859.77
Block C, Lot 13	2,859.77
Block C, Lot 14	2,859.77
Block C, Lot 15	2,859.77
Block C, Lot 16	2,859.77
Block C, Lot 17	2,859.77
Block C, Lot 18	2,859.77
Block C, Lot 19	2,859.78
Block C, Lot 20	2,859.78
Block C, Lot 21	2,859.78
Block C, Lot 22	2,859.78

Block C, Lot 23	2,859.78
Block C, Lot 24	2,859.78
Block D, Lot 24	2,859.78
Block D, Lot 25	2,859.78
Block D, Lot 26	2,859.78
Block D, Lot 27	2,859.78
Block D, Lot 28	2,859.78
Block D, Lot 29	2,859.78
Block D, Lot 30	2,859.78
Block D, Lot 31	2,859.78
Block D, Lot 32	2,859.78
Block D, Lot 33	2,859.78
Block D, Lot 34	2,859.78
Block D, Lot 35	2,859.78
Block D, Lot 36	2,859.78
Block D, Lot 37	2,859.78
Block D, Lot 38	2,859.78
Block D, Lot 39	2,859.78
Block D, Lot 40	2,859.78

NOTICE OF ASSESSMENT

August 18, 2016
City of Maize, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that pursuant to Ordinance No. [] (the "Ordinance") of the City of Maize, Kansas (the "City") there has been assessed against said property, the costs of certain internal improvements heretofore authorized by the governing body of the City (the "Improvements"). The description of the Improvements, the resolution number authorizing the same and the amount of assessment are set forth on ***Schedule I*** attached hereto.

You may pay this assessment in whole or in part to the City Treasurer of the City by August 30, 2016; and if the amount is not paid within said time period, bonds will be issued therefor, and the balance of such assessment will be collected in 19 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.* Interest accruing between the date set forth above and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Jocelyn Reid, City Clerk

SCHEDULE I

«F_PROJECT_NAME_» - «F_TYPE_OF_IMPROVEMENT1_»
RESOLUTION NO. _____

Description of Property	Amount of Assessment

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Maize, Kansas, does hereby certify that on August 18, 2016, the date on which Ordinance No. [] (the "Ordinance") of the City was published, I caused to be mailed to the owners of the properties liable for the assessments set out in the Ordinance, at their last known post office addresses, a Notice of Assessment showing the respective assessments levied against their properties and stating the manner in which said assessments will be collected.

A sample copy of the form of such Notice of Assessment is attached hereto.

WITNESS my hand and seal as of August 18, 2016.

(Seal)

Jocelyn Reid, City Clerk

[attach sample copy of form]

CERTIFICATE OF CITY TREASURER

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

The undersigned, City Treasurer of the City of Maize, Kansas (the "City"), does hereby certify that within the time allowed by Ordinance No. ____ of the City for the payment of special assessments in cash, property owners specially assessed for the costs of certain internal improvements heretofore authorized by the governing body of the City, paid in cash the amounts set forth below:

Resolution No.	Amount
<i>TOTAL</i>	\$ <u> </u>

WITNESS my hand on _____.

 City Treasurer

(PUBLISHED IN THE *CLARION* ON AUGUST 18, 2016)

SUMMARY OF ORDINANCE NO. [__]

On August 15, 2016, the governing body of the City of Maize, Kansas passed an ordinance entitled:

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in Maize Industrial Addition and Eagles Nest Addition which have been benefitted from certain internal improvements constructed pursuant to K.S.A. 12-6a01 *et seq.* and provides an opportunity for prepayment, in whole or in part, of said special assessments. A schedule of the amounts of said special assessments and the property benefitted are attached to the Ordinance. Any amount of special assessments not paid within the time prescribed in the Ordinance shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by law. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 10100 Grady Avenue, Maize, Kansas 67101. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.cityofmaize.org/>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: August 18, 2016.

City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM #8A

ITEM: SALES RESOLUTION FOR GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016A

BACKGROUND:

The governing body has gone through the process of preparing special assessments for infrastructure improvements (water, sewer, paving) in the Maize Industrial Addition and in the Eagles Nest Addition.

General obligation (G.O.) bonds of the city will be issued to permanently finance these projects.

FINANCIAL CONSIDERATIONS:

The special assessments that have been levied are intended to provide for all of the debt service (the principal and interest payments) on the bonds.

To the extent special assessments are not paid, the bonds continue to be a general obligation of the city.

The city's Series 2011A Bonds (issued for various special assessed infrastructure projects) would also be refunded as part of this issue.

Interest rates for the 2011 issue range from 1.55% up to 4.20%. Lower anticipated interest rates would provide savings to the city:

Budget Year	Estimated New Rates	New Debt Service (2016 Refunding Bonds)	Old Debt Service (2011 Bonds)	ESTIMATED Savings
		-	-	-
2017	1.00%	316,022.50	323,645.00	7,622.50
2018	1.20%	313,772.50	325,467.50	11,695.00
2019	1.40%	321,072.50	331,582.50	10,510.00
2020	1.60%	322,782.50	331,962.50	9,180.00
2021	1.80%	328,942.50	336,787.50	7,845.00
2022	2.00%	324,442.50	335,912.50	11,470.00
2023	2.15%	329,442.50	339,552.50	10,110.00
2024	2.30%	338,852.50	347,552.50	8,700.00
2025	2.45%	337,527.50	344,602.50	7,075.00
2026	2.60%	335,667.50	345,962.50	10,295.00
2027	2.75%	348,257.50	356,442.50	8,185.00
2028	2.90%	249,870.00	260,642.50	10,772.50
2029	3.00%	253,635.00	262,472.50	8,837.50
2030	3.10%	256,885.00	268,585.00	11,700.00
2031	3.25%	254,600.00	263,865.00	9,265.00
2032	3.40%	206,800.00	218,820.00	12,020.00
Total	\$4,838,572.50	\$4,838,572.50	\$4,993,855.00	\$155,282.50

Funds have been included in the bond issue to apply for a bond rating from Standard & Poor's (S&P). We anticipate a similar rating to recent bond issues (AA-).

Some bond details...

Description:	General Obligation Refunding and Improvement Bonds, Series 2016A
Amount:	\$4,815,000 (may change if specials are pre-paid, etc.)
Bids Due:	11:00 AM on September 19, 2016
Callable:	On and after October 1, 2021

This "sale resolution" to be approved tonight would authorize the city to receive bids to be considered at the city's September 19, 2016 regular meeting.

LEGAL CONSIDERATIONS:

Kim Bell (Bond Counsel) has prepared an attached "sale resolution" authorizing bids for the 2016A G.O.

Bonds to be received at next month's meeting and to issue redemption notice regarding the Series 2011A Bonds to be refunded.

RECOMMENDATION/ACTION:

Move to approve the "sale resolution" for the 2016A G.O. Bonds.

RESOLUTION NO. []-16

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016A, OF THE CITY OF MAIZE, KANSAS.

WHEREAS, the City of Maize, Kansas (the “Issuer”), K.S.A. 12-6a01 *et seq.*, has previously authorized and caused to be made certain internal improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Maize Industrial Addition – Water Distribution System Improvements	565-14; 571-15	K.S.A. 12-6a01 <i>et seq.</i>	\$ 66,674.06
Maize Industrial Addition – Sanitary Sewer Improvements	566-14	K.S.A. 12-6a01 <i>et seq.</i>	69,616.55
Eagles Nest Addition Phase 2a – Water Improvements	545-14; 556-14	K.S.A. 12-6a01 <i>et seq.</i>	105,238.31
Eagles Nest Addition Phase 2a – Paving Improvements	546-14; 555-14	K.S.A. 12-6a01 <i>et seq.</i>	473,551.81
Eagles Nest Addition Phase 2a – Sanitary Sewer Improvements	547-14	K.S.A. 12-6a01 <i>et seq.</i>	<u>165,866.89</u>
Total:			\$880,947.62

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements:

WHEREAS, the Issuer has previously issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
G.O. Bonds	A, 2011	September 29, 2011	2017 to 2032	\$3,835,000

WHEREAS, the City Council of the Issuer (the “Governing Body”) has selected the firm of CityCode Financial, L.L.C., Wichita, Kansas (the “Financial Advisor”), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements and to refund the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Clerk to proceed

with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAIZE, KANSAS, AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the Issuer's General Obligation Refunding and Improvement Bonds, Series 2016A (the "Bonds") described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Bond Sale"). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Preliminary Official Statement, dated August 15, 2016 (the "Preliminary Official Statement") is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and awarded or rejected in the manner set forth in the Notice of Bond Sale.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; and (b) provide for notice of redemption of the Refunded Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council on August 15, 2016.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

August 15, 2016

Re: City of Maize, Kansas, General Obligation Refunding and Improvement Bonds, Series 2016A

The undersigned are the duly acting Mayor and Clerk of the City of Maize, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF MAIZE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF BOND SALE

\$4,815,000*

CITY OF MAIZE, KANSAS

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 4,815,000***

(GENERAL OBLIGATION BONDS PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Written and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) of the City of Maize, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of written bids, and via PARITY® in the case of electronic bids, until 11:00 A.M. applicable Central Time (the “Submittal Hour”), on

SEPTEMBER 19, 2016

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon by the City Council of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated September 30, 2016 (the “Dated Date”), and will become due in principal installments on October 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2017	\$225,000	2027	\$350,000
2018	265,000	2028	260,000
2019	275,000	2029	270,000
2020	280,000	2030	280,000
2021	290,000	2031	290,000
2022	290,000	2032	245,000
2023	300,000	2033	55,000
2024	315,000	2034	55,000
2025	325,000	2035	55,000
2026	330,000	2036	60,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2017 (the “Interest Payment Dates”).

***Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m. applicable Central Time, on the Sale Date. The actual purchase price for the Bonds shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted, plus accrued interest, if any, from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the "Bond Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date") (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the "State"). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in "book entry" form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to

the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2022, and thereafter, will be subject to redemption and payment prior to maturity on October 1, 2021, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY[®].

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, any provider of municipal bond insurance and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 10-427 *et seq.*, and K.S.A. 12-6a01 *et seq.*, as amended, and an ordinance and a resolution adopted by the Governing Body (collectively the "Bond Resolution") for the purpose of paying a portion of the cost of certain internal improvements (the "Improvements") and to refund the Refunded Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and the improvements financed by the Refunded Bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

Submission of Bids. Written bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Refunding and Improvement Bonds, Series 2016A.” Written bids must be submitted by facsimile should not be preceded by a cover sheet and should be sent only once to **(316) 722-0346**. Written bids submitted by email should be sent only once to larry@citycode.com. Confirmation of receipt of facsimile and email bids may be made by contacting the undersigned at the number listed below. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer shall not be responsible for failure of transmission of facsimile or email or delivery by mail or in person of any bid. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Series Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 6%; and (c) no supplemental interest payments will be considered. No bid for less than **99%** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and the average annual net interest rate (expressed as a percentage) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification as to initial offering prices described under the caption “Reoffering Prices” in this Notice.

Good Faith Deposit. A good faith deposit is **not** required in connection with the submission of a bid.

Basis of Award. The award of the Bonds will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any, from or adding the amount of the discount bid, if any, to the total interest cost to the Issuer. The Issuer or its Financial Advisor will compute the net interest cost based on such bids. If there is any discrepancy between the net interest cost specified and the interest rates specified, the specified net interest cost shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest net interest cost are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer’s acceptance, including electronic acceptance through PARITY®, of the Successful Bidder’s proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall

constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

Bond Ratings. The Issuer has applied to S&P Global Ratings, a division of S&P Global Inc. for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder’s Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the Issuer.

If the Successful Bidder elects to purchase the Bonds with municipal bond insurance, certain rating agencies will assign their ratings to the Bonds with the understanding that upon delivery of the Bonds, a policy insuring the payment when due of the principal of and interest on the Bonds will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **SEPTEMBER 30, 2016** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Reoffering Prices. In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the Successful Bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Bonds, a written certification (the “Issue Price Certificate”) containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the “public” at prices not higher than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful

Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public.

Subsequent to the Submittal Hour, such initial offering prices to the public shall be provided to the Issuer or the Financial Advisor not more than 20 minutes after requested by the Issuer or the Financial Advisor.

At the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated August 15, 2016, "deemed final" by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2015 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$37,197,037
Tangible Valuation of Motor Vehicles.....	<u>6,414,435</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	<i>\$43,611,472</i>

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds and being sold and excluding the Refunded Bonds, is \$21,275,000

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State. Reference is made to the Preliminary Official

Statement for further discussion of federal and State income tax matters relating to the interest on the Bonds.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned or from the Financial Advisor at the addresses set forth below:

DATED: August 15, 2016.

CITY OF MAIZE, KANSAS

By: Jocelyn Reid, Clerk

Written and Facsimile Bid Delivery Address:

City Hall, 10100 Grady Avenue
Maize, Kansas 67101
Phone No.: (316) 722-7561
Fax No.: (316) 722-0346
Email: jreid@cityofmaize.org

Financial Advisor – Email Bid Delivery Address:

CityCode Financial, L.L.C.
12201 E. Tipperary
Wichita, Kansas
Attn: Larry Kleeman
Phone No.: (316) 685-5911
Email: larry@citycode.com

OFFICIAL BID FORM
 PROPOSAL FOR THE PURCHASE OF CITY OF MAIZE, KANSAS
 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016A

TO: Jocelyn Reid, Clerk
 City of Maize, Kansas

September 19, 2016

For \$4,815,000* principal amount of General Obligation Refunding and Improvement Bonds, Series 2016A, of the City of Maize, Kansas, to be dated September 30, 2016, as described in the Notice of Bond Sale dated August 15, 2016 (the "Notice"), said Bonds to bear interest as follows:

<u>Stated Maturity October 1</u>	<u>Principal Amount*</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity October 1</u>	<u>Principal Amount*</u>	<u>Annual Rate of Interest</u>
2017	\$225,000	_____ %	2027	\$350,000	_____ %
2018	265,000	_____ %	2028	260,000	_____ %
2019	275,000	_____ %	2029	270,000	_____ %
2020	280,000	_____ %	2030	280,000	_____ %
2021	290,000	_____ %	2031	290,000	_____ %
2022	290,000	_____ %	2032	245,000	_____ %
2023	300,000	_____ %	2033	55,000	_____ %
2024	315,000	_____ %	2034	55,000	_____ %
2025	325,000	_____ %	2035	55,000	_____ %
2026	330,000	_____ %	2036	60,000	_____ %

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount\$4,815,000*.00
 Less Discount (not to exceed 1%).....- _____
 Plus Premium (if any) _____
 Total Purchase Price \$ _____

Total interest cost to maturity at the rates specified \$ _____
 Net interest cost (adjusted for Discount and/or Premium) \$ _____
 Average annual net interest rate _____ %

- The Bidder elects to purchase Municipal Bond Insurance from: [AGM] [BAM] [_____]. Circle one or complete blank.
- The Bidder elects to have the following Term Bonds:

<u>Maturity Date</u>	<u>Years</u>	<u>Amount*</u>
October 1, _____	_____ to _____	\$ _____
October 1, _____	_____ to _____	\$ _____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
 Telephone No. (____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Maize, Kansas, the above proposal is hereby accepted on September 19, 2016.

Attest:

 Clerk

 Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed bids may be filed with the Clerk, City Hall, Jocelyn Reid, 10100 Grady Avenue, Maize, Kansas 67101, facsimile bids may be filed with the Clerk, Fax No. (316) 722-0346, email bids may be filed with the Financial Advisor, larry@citycode.com, or electronic bids may be submitted via **PARITY**®, at or prior to 11:00 a.m., Central Time, on September 19, 2016. Any bid received after such time will not be accepted or shall be returned to the bidder.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 15, 2016**

AGENDA ITEM #8B

ITEM: Eagles Nest Addition Phase 2B Water and Paving Petitions and Resolutions of Advisability

BACKGROUND:

The developer for the Eagles Nest Addition has submitted petitions for improvements as follows:

Phase 2B Water Distribution	\$ 123,000
Phase 2A Paving	<u>\$ 422,000</u>
	\$ 545,000

FINANCIAL CONSIDERATIONS:

The total for all improvements is \$545,000.

Per the attached spreadsheet, there is sufficient funding available in 2016 for these projects.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Eagles Nest Addition Phase 2B in the total amount of \$545,000.
- 2) Adopt the Resolutions of Advisability for the Eagles Nest Addition Phase 2B.

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

(Published in *The Clarion* on August 18, 2016)

RESOLUTION NO. _____

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

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

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

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

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

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

That there be constructed pavement on Wilkinson from the east line of Lot 17, Block B, east to the west line of Jill, on Sondra from the east line of Lot 32, Block D, east to the east line of the plat, on Jill from the north line of Wilkinson, south to the north line of Sondra, and on Jill Circle from the north line of Jill, north to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on one side of Wilkinson, Sondra and Jill according to plans and specifications to be furnished by the City Engineer, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$422,000, exclusive of interest on financing and administrative and financing costs; said estimated cost may be increased at the pro rata rate of 1 percent per month from and after August 15, 2016.

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

Eagles Nest Addition

Lots 18 through 33, Block B

Lots 6 through 15, Block C

Lots 33 through 40, Block D

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (34 lots).

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 15, 2016.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on August 15, 2016, as the same appears of record in my office.

DATED: August 15, 2016.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on August 18, 2016)

RESOLUTION NO. _____

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

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

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

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

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

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

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas., to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$123,000, exclusive of interest on financing and administrative and financing costs, said estimated cost may be increased at the pro rata rate of 1 percent per month from and after August 15, 2016.

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

Eagles Nest Addition

Lots 18 through 33, Block B

Lots 6 through 15, Block C

Lots 33 through 40, Block D

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (34 lots).

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 15, 2016.

(SEAL)

By: _____
Name: Clair Donnelly
Title: Mayor

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on August 15, 2016, as the same appears of record in my office.

DATED: August 15, 2016.

By: _____
Name: Jocelyn Reid
Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 15, 2016**

AGENDA ITEM # 8C

ITEM: **Eagles Nest Phase 2B Engineering Contract**

BACKGROUND:

The developer for the Eagles Nest Phase 2B Addition is ready to begin improvements.

A contract from Baughman Company for engineering services is presented to Council for approval.

Petitions and resolutions for this addition were approved in a previous agenda item.

FINANCIAL CONSIDERATIONS:

Cost is \$31,900 for design services and \$23,900 for construction administration.

Larry Kleeman, City Financial Advisor, has provided "2016 Project Funding" documents.

Current policy allows for up to 60% funding based on the change in assessed evaluation. For your information 50% funding chart is also included.

In either case sufficient monies are available.

LEGAL CONSIDERATIONS:

City Attorney is reviewed the contract as to form.

RECOMMENDATION/ACTION:

Subject to City Attorney approval as to form - - -

Approve the Baughman Company contract in amounts not to exceed \$31,900 for design and \$23,900 for construction administration and authorize the Mayor to sign.

**CONTRACT AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN
CITY OF MAIZE, KANSAS
AND
BAUGHMAN COMPANY, P. A.**

THIS IS AN AGREEMENT made as of _____ between The City of Maize (OWNER) and Baughman Company, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide PROFESSIONAL ENGINEERING SERVICES as required for the development of plans and specifications, contractor solicitation and construction administration for the Water and Street Improvements, to serve Lots 18 through 33, Block B; Lots 6 through 15, Block C; Lots 33 through 40, Block D; Eagles Nest Addition, Maize, Kansas.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, including providing professional engineering construction documents, specifications, bid documents and solicitation, construction administration, consultation and advice, and furnishing customary civil engineering services in assistance with the City of Maize.
2. After written authorization to proceed, the ENGINEER shall:
3. Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
4. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
5. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER.
6. After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:
7. Prepare Preliminary Design documents prepared on standard 23" x 36" paper or vellum consisting of design criteria, preliminary drawings, and written descriptions of the Project in accordance with city specifications.
8. Furnish copies of the Preliminary Design documents and present and review them with OWNER within 60 days after the notice to proceed is received by the ENGINEER.

9. After written authorization to proceed with the Final Design Phase, ENGINEER shall:
10. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") furnish the above documents of the Final Design on 23" x 36" mylar or vellum and present and review them in person with OWNER within 30 days after the written authorization to proceed with final plans is received.
11. Provide any type of field surveys for design purposes as necessary for the Project.
12. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
13. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees, and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of not less than \$10,000.00. In addition, a Workman's 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 Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. 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 ENGINEER starts any work under this agreement. 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 canceled.

14. ENGINEER shall prepare all required construction bid documents and contracts as necessary for the contractor solicitation and shall assist the Owner where necessary in the Solicitation phase.
15. ENGINEER shall provide construction observation and administration for the Project in a form which is acceptable to the OWNER and is a timely and reasonable manner as necessary to facilitate the contractor's construction operations. Any defects or deficiencies which either in the form of materials, workmanship, or timeliness shall be reported to both the Owner and the Contractor in a timely manner.
16. ENGINEER shall prepare all required construction bid documents and contracts as necessary for the contractor solicitation and shall assist the Owner where necessary in the Solicitation Phase.
17. ENGINEER shall provide an as-built survey upon completion of the project.
18. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

19. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
20. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings Specifications.
21. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
22. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
23. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other may be necessary for completion of The Project.
24. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affect the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any contractor.
25. The provisions of this Section and the various rates of compensation for ENGINEER's services in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project from the design phase through completion of the construction phase.
26. If OWNER has requested significant modifications of changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
27. OWNER shall pay ENGINEER for Basic Engineering Design Services rendered under paragraph 1 on the basis of the following fees:

<u>Water Distribution System Improvements</u>	<u>Fee</u>
-----------------------------------------------	------------

1. Engineering Design Phase	\$ 7,000
2. Contractor Solicitation Phase	500
3. Construction Engineering	<u>5,200</u>
Total =	\$ 12,700

<u>Street Improvements</u>	<u>Fee</u>
----------------------------	------------

1. Engineering Design Phase	\$ 23,800
2. Contractor Solicitation Phase	600
3. Construction Engineering	<u>18,700</u>
Total =	\$ 43,100

TOTAL = \$ 55,800

Billings for the basic engineering design and contractor solicitation rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment.


28. In the event of termination by Owner upon the completion of any phase progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase, ENGINEER will be paid for services rendered based upon the percentage of completion of that phase and the amount established herein as compensation of that phase.
29. The obligation to provide future services under this Agreement maybe terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
30. This Agreement shall be governed by the law of the State of Kansas, and the parties agree and stipulate that any action regarding this agreement shall be brought in the District Court of Sedgwick County, Kansas, and no other Court.
31. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
32. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services thereunder.
33. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

THE CITY OF MAIZE, KANSAS

BAUGHMAN COMPANY P.A.

Clair Donnelly, Mayor



N. Brent Wooten, President

Address for giving notices:

Address for giving notices:

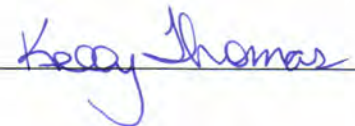
P.O. Box 245
10100 Grady Ave.
Maize, Kansas 67101

315 Ellis
Wichita, KS 67211

ATTEST:

ATTEST:

City Clerk



Keagy Thomas

APPROVED AS TO FORM:

City Attorney

City of Maize

2016 PROJECT FUNDING : Review as of August 2016 (50 PERCENT)

2015 Valuation	43,609,265	2016 Financing Available	1,942,835.50	(50% of 2015 growth)
2014 Valuation	<u>39,723,594</u>	Financing Leftover	<u>3,305,853</u>	(2013 & 2014; 50%)
Change in Assessed Value 2014-2015	3,885,671			
		Total Financing Available	5,248,689	

PROJECTS RECOMMENDED FOR 2016 FUNDING

2016 Bonds

	<u>Total Cost/ Petition Amount</u>	<u>Temp. Note/ Bond Amount</u>	<u>Latest Advisability Resolution</u>
Maize Industrial Addition			
Sewer	97,600	69,617	566-14
Water	63,700	66,675	571-14
Total	161,300	136,292	
Eagles Nest Addition - Phase 2A			
Water	89,000	105,238	556-14
Paving	388,000	473,552	555-14
Total	477,000	578,790	
Eagles Nest Addition - Phase 2			
Sewer	240,000	165,867	547-14
Total	240,000	165,867	
Eagles Nest Addition - Phase 2B			
Water	123,000	110,700	___-16
Paving	422,000	379,800	___-16
Total	545,000	490,500	
Total 2016 Projects	<u>1,423,300</u>	<u>1,371,449</u>	
TOTAL DEBT TO BE ISSUED IN 2016	477,000	1,371,449	
	Remaining Financing Available	3,877,240	

Printed on: 8/10/2016

City of Maize

2016 PROJECT FUNDING : Review as of August 2016 (60 PERCENT)

2015 Valuation	43,609,265	2016 Financing Available	2,331,403	(60% of 2015 growth)
2014 Valuation	<u>39,723,594</u>	Financing Leftover	<u>3,967,024</u>	(2013 & 2014; 60%)
Change in Assessed Value 2014-2015	3,885,671			
		Total Financing Available	6,298,426	

PROJECTS RECOMMENDED FOR 2016 FUNDING

2016 Bonds

	<u>Total Cost/ Petition Amount</u>	<u>Temp. Note/ Bond Amount</u>	<u>Latest Advisability Resolution</u>
Maize Industrial Addition			
Sewer	97,600	69,617	566-14
Water	63,700	66,675	571-14
Total	161,300	136,292	
Eagles Nest Addition - Phase 2A			
Water	89,000	105,238	556-14
Paving	388,000	473,552	555-14
Total	477,000	578,790	
Eagles Nest Addition - Phase 2			
Sewer	240,000	165,867	547-14
Total	240,000	165,867	
Eagles Nest Addition - Phase 2B			
Water	123,000	110,700	___-16
Paving	422,000	379,800	___-16
Total	545,000	490,500	
Total 2016 Projects	<u>1,423,300</u>	<u>1,371,449</u>	
TOTAL DEBT TO BE ISSUED IN 2016	477,000	1,371,449	
	Remaining Financing Available	4,926,977	

Printed on: 8/10/2016

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM 8D

ITEM: Minor Street Privilege Ordinance

BACKGROUND:

City Staff is recommending that the Council adopt a formal procedure for the use of certain City-owned property, including street right-of-way, alleys or easements.

This will allow for the City to review and grant approval for appropriate uses within these areas and to maintain a database of all approved permits.

The Ordinance allows the Public Works Director to review applications and issue permits. Upon approval and payment of \$50 fee for issuance a permit is issued. These permits must be renewed on a yearly basis along with a renewal fee of \$50.

Having this formal procedure will make it possible for City Staff to have a complete record of all uses occurring on City-owned property and a mechanism for revocation of these permits at the City's discretion.

For your information a copy of the Minor Street Permit application form is included.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

The City Attorney approves the ordinance as to form.

RECOMMENDATION/ACTION:

Approve the Minor Street Privilege Ordinance and authorize the Mayor to sign.

[A Summary of this Ordinance was published in the *Clarion*
on _____, 2016.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, CREATING ARTICLE 6 OF CHAPTER 13 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO ESTABLISHING THE AUTHORITY FOR THE CITY OF MAIZE, KANSAS, TO GRANT MINOR STREET PRIVILEGE AND MINOR USE PRIVILEGE THAT AUTHORIZES OR PERMITS RIGHTS IN, ON, UNDER OR OVER PUBLIC STREETS, ALLEYS, WAYS, OR DEDICATIONS OR EASEMENTS ACQUIRED FOR DRAINAGE PURPOSES THAT ARE SEPARATE AND DISTINCT FROM THE PUBLIC USE OF STREETS, ALLEYS OR WAYS.

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

SECTION 1. Chapter 13, Article 6 of the Code of the City of Maize, Kansas, shall read as follows:

13-601. **DEFINITIONS.** The following words and phrases, when used in this Article, shall, for the purposes of this Article, have the meanings respectively ascribed to them in this Article:

(a) **Minor street privilege** means any authorized or permitted private right in, on, under or over public streets, alleys or ways, separate and distinct from the general public use of streets, alleys and ways. As used in this Article the term shall not apply to the short-time use of public space in connection with building construction nor shall it apply to a public utility operating under a franchise granted by the city.

(b) **Minor use privilege** means any authorized or permitted private right in, on, under or over dedications or easements acquired for drainage purposes, separate and distinct from the general public use of easements acquired for drainage purposes.

(c) **Permittee** means a person in possession of a minor street privilege. The term shall include the grantee of a minor street privilege who, in such grant, shall be the owner or lessee of the private property abutting the encroachment, the homeowners association which includes the owner or owners of the private property abutting the encroachment, or the owner of nearby land.

13-602. **SUBJECT TO REGULATION AND PERMITS AS CONTAINED IN THE ARTICLE.** The enjoyment and use of minor street and minor use privileges by the permittee for private purposes, as hereinafter set forth in this Article, shall be subject to regulations and permits as set forth in the Article.

13-603. **PERMITS FOR NEW PRIVILEGES; APPLICATION.** Application for any new minor street or minor use privileges shall be submitted to the director of public works by letter with appropriate drawings, plans or photographs attached and shall be submitted on forms furnished by the City. The application shall be made by the owner or lessee of abutting land, the homeowners association which includes the owner or owners of the private property abutting the public right-of-way requested for use, or the owner of nearby land, provided that a minor street or minor use privilege permit issued to a lessee shall in no event extend beyond the termination date of the lease under which

said abutting property is being leased and provided further, that said minor street or minor use privilege permit shall be automatically canceled if the lessee's lease is terminated prior to the termination date set forth in the permit.

13-604. SAME; APPROVAL OF APPLICATION; ISSUANCE. On approval of the application for a minor street privilege referred to in the preceding section by the director of public works or on approval of the application for a minor use privilege referred to in the preceding section by the director of public works, and upon payment of the required fee, a permit shall be issued by the director of public works.

13-605. MISCELLANEOUS. The director of public works shall have the authority and discretion with or without reason to revoke a minor street privilege or a minor use privilege at any time. Minor use privilege and minor street privilege permits shall be subject to renewal on a yearly basis and the payment of a yearly fee as set by the director of public works. Yearly fees must be paid on or before January 31 of each year. Minor street privilege and minor use privilege will be automatically revoked if the yearly fee remains unpaid after January 31 of each year.

SECTION 2. Publication. A summary of this ordinance shall be published in the official city newspaper.

SECTION 3. Effective Date. This ordinance shall take effect upon publication of the summary of this ordinance in the official city newspaper of the City of Maize, Kansas.

PASSED by the Governing Body and APPROVED by the Mayor of the City of Maize, Kansas, this ____ day of _____, 2016.

(SEAL)

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

MINOR STREET PERMIT APPLICATION - CITY OF MAIZE, KANSAS

I request permission to _____ in
the City right-of-way adjacent to my property addressed as _____

_____ in accordance with the enclosed plans, drawings, and/or photographs. The legal description of my property at this address is as follows:

Lot: _____ Block: _____

Addition: _____ - or -

Metes and bounds description: _____

I agree to maintain liability insurance with the City of Maize in the amount required by the City Attorney to hold the City harmless from any liability for personal injury or property damage, either public or private, that may occur due to the installation and maintenance of the encroachment (copy attached), and to abide by all other conditions imposed with this requested privilege.

I understand that should it become necessary for the City of Maize or any utility operating under a City franchise to work at this location, it shall be my responsibility to remove any or all of the encroachment if necessary, and to replace the same, if approved. Should damage occur to the encroachment during this excavation, the City of Maize or utility operating under a City franchise will not be responsible for the repair or replacement thereof.

The \$50 administrative charge is enclosed. Upon approval of a minor street privilege for this use, I agree to pay the annual permit fee of \$50.

Sincerely,

_____ Property Owner – Signature

_____ Property Owner – printed name

_____ Telephone Number

_____ Address

_____ City, State, Zip

APPROVED:

_____ Ron Smothers, Director, Public Works

_____ Date

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM # 8E

ITEM: WASTERWATER EXPANSION FEE

BACKGROUND:

Based on the current growth pattern for Maize, there is an ever-increasing demand for services, making it necessary to expand the current wastewater plant. The current wastewater reserves will not be sufficient to fund the wastewater treatment plant expansion. The estimated cost for the future expansion is \$6,000,000.00.

Funding options for the wastewater plant expansion were examined during the 2017 budget proceedings. Staff and Council agreed to pursue a low interest 20-year state loan as the funding source. This examination process indicated that payments would be 375,000.00 annually for 20 years and would be met by three funding sources that include:

- (1) Savings from bond refunding
- (2) 3 mills equivalent from the general fund
- (3) Wastewater expansion fee

Staff was instructed to prepare a wastewater fee proposal that would provide minimal impact to users while satisfying a portion of the annual payment requirement.

After research and discussion, staff suggests the following plan to meet the above requirements:

In summary the plan recommends:

- \$3.00 flat fee per user per month for all user classes (excluding class IV Educational Institution)
- This will generate approximately \$50,000.00 per year in addition to other funding sources
- Cost per user will be \$36.00 per year

FINANCIAL CONSIDERATIONS:

This controlled increase in revenues will provide a funding source needed to satisfy loan payment requirements with minimal overall financial impact on customers.

LEGAL CONSIDERATIONS:

The City Attorney is reviewing the ordinance as to form.

RECOMMENDATION/ACTION:

Subject to City Attorney approval as to form - - -
Approved Ordinance amending Section 15-429 relating to wastewater rates and authorize the Mayor to sign.

[A summary of this ordinance will be published in the *Mount Hope Clarion* on _____, 2016.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTION 15-429 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO RATES FOR USERS OF THE WASTEWATER TREATMENT SYSTEM, AND REPEALING THE EXISTING SECTION 15-429 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

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

Section 1. Section 15-429 Amended. Section 15-429 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

15-429. WASTEWATER COLLECTION AND TREATMENT CHARGES. (1) The following classes of users and charges to those users are established:

(a) CLASS I. Residential Users and Other Small Contributors. Single Family Contributors, single-story multi-family dwellings, small businesses denoted as home occupations, and non-residential small entities contributing less than three hundred (300) gallons per day of normal strength sewage.

(b) CLASS I(A). Multi-Story Multi-Family Dwellings. A multi-story multi-family complex contributing less than three hundred (300) gallons per unit per day of normal strength sewage. The charge listed in Table 1 below per unit shall be assessed on the basis of the total number of units, regardless of whether or not they are occupied. The City shall send one monthly bill to the owners, who shall be responsible for paying the monthly charge:

(c) CLASS II. Light Commercial/Small Industrial Users. Non-residential users which contribute between three hundred (300) and one thousand (1,000) gallons per day of less than or equal to normal domestic strength sewage.

(d) CLASS III. Heavy Commercial Users. Non-residential users which contribute over one thousand (1,000) gallons per day of less than or equal to normal domestic strength sewage.

(e) CLASS IV. Educational Institutions. School Districts, treated as one customer, shall pay an amount of \$12,600.00 per month for wastewater service. This amount is based upon a maximum School District enrollment within the City's sewer service area of 6,000 students. Any properties owned by the School District that are used for administration only will be, as appropriate, Class II or Class III user.

(f) CLASS V. Higher Education Institutions. Any public or private school building that provides education beyond the requirements of high school graduation and contributes three hundred (300) gallons per day of less than or equal to normal domestic strength sewage shall pay the following monthly fees:

(g) CLASS VI. Extra-Strength Users. Business and Industrial users of the City Sewer System that discharge greater than normal domestic strength sewage.

(2) Class I, Class I(A), Class II, Class III, Class V and Class VI users shall pay a monthly flat rate sewer charge, that will be adjusted on an annual basis as set forth in Table 1 below:

Table 1: Sewer User Rates – 2016 to 2019

Effective Date		Flat Rate
January 1, 2016	CLASS I. Residential Users and Other Small Contributors	\$31.50
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.36
	CLASS II. Light Commercial/Small Industrial Users	\$62.50
	CLASS III. Heavy Commercial Users	\$124.50
	CLASS V. Higher Education Institutions	\$124.50
	CLASS VI. Extra-Strength Users	\$75.42
January 1, 2017	CLASS I. Residential Users and Other Small Contributors	\$31.75
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.61
	CLASS II. Light Commercial/Small Industrial Users	\$62.75
	CLASS III. Heavy Commercial Users	\$124.75
	CLASS V. Higher Education Institutions	\$124.75
	CLASS VI. Extra-Strength Users	\$75.67
January 1, 2018	CLASS I. Residential Users and Other Small Contributors	\$32.00
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.86
	CLASS II. Light Commercial/Small Industrial Users	\$63.00
	CLASS III. Heavy Commercial Users	\$125.00
	CLASS V. Higher Education Institutions	\$125.00
	CLASS VI. Extra-Strength Users	\$75.92
January 1, 2019	CLASS I. Residential Users and Other Small Contributors	\$32.25
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$20.11
	CLASS II. Light Commercial/Small Industrial Users	\$63.25
	CLASS III. Heavy Commercial Users	\$125.25
	CLASS V. Higher Education Institutions	\$125.25
	CLASS VI. Extra-Strength Users	\$76.17

(3) In addition to the flat rate sewer charge set forth in Table 1 above, Class I, Class I(A), Class II, Class III, ~~Class IV~~, Class V and Class VI shall pay \$3.00 per month Wastewater Treatment Plan Expansion fee.

(4) Class VI. Extra-strength Users.), This class establishes a separate class for those business and industrial users which contribute greater than normal domestic strength wastewater. A minimum service unit charge shall be charged as if they are Class III Heavy Commercial Users in addition to the flat rate Extra-Strength User charge set forth in Table 1, and the \$3.00 per month wastewater treatment plant expansion fee set forth in Section 15-429(3). Charges to these users will be commensurate with their flows and contributions using a quarterly flow measuring system to be administered at the discretion of the City of Maize. Those parameters shall be routinely measured by the City. Parameters shall include a parameter defined as "other" which may be any substance that is deemed by the City or the Kansas Department of Health and Environment to have caused the City to be in violation of its discharge permit. If such charges relating to the specific damage are not defined, the City shall determine and assess the cost of the actual damages incurred by the City. Sewage discharged to the sanitary sewer system from a user who contributes greater than domestic strength wastewater, as determined by the Environmental Protection Agency methodology stipulated in 40 C.F.R. part 13C analysis procedures, is subject to extra-strength charges. Sample collection

methodology will be as verified by the Director of Public Works. The charge to users which contribute greater than normal domestic strength wastewater shall be:

EXTRA STRENGTH UNIT CHARGES ARE AS FOLLOWS:

	Charges per pound based on quarterly samples 2016 & beyond
BOD	\$0.50
Suspended Solids	\$0.50
Grease	\$0.50
Other	\$0.50

	Charges per 1,000 gallon of discharge based on quarterly samples 2016 & beyond
Volume per 1,000 gallons	\$3.04

Section 2. Repeal. The existing Section 15-429 of the Code of the City of Maize, Kansas, is hereby repealed.

Section 3. Effective Date. This Ordinance will take effect upon publication in the official City newspaper.

Section 4. Publication. A summary of this ordinance will be published once in the official City newspaper.

PASSED by the Governing Body, and APPROVED by the Mayor of the City of Maize, Kansas on this ____ day of _____, 20__.

(SEAL)

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM #8F

ITEM: Van Asdale Contract: Park Public Restroom Facilities

BACKGROUND:

In March 2016, City staff began working with WDM Architects to modify their design of a public restroom facility they had previously designed for Sedgwick County.

WDM Architects invited bidders and conducted the bid letting process as part of their services to the City.

Six contractors were offered an invitation to bid on the architectural drawings. Representatives from five of those construction companies attended the pre-bid meeting on June 23, 2016.

On July 6, 2016, bids were received at City Hall.

Two contractors submitted bids.

- Compton Construction Services, LLC submitted a bid at \$174,200
- Van Asdale was the low bidder at \$143,800.

FINANCIAL CONSIDERATIONS:

Funding for this project is planned for in the 2016 and 2017 budgets.

LEGAL CONSIDERATIONS:

City Attorney is reviewing the contract as to form.

RECOMMENDATION/ACTION:

Subject to City Attorney approval as to form - - -

Move to approve the Van Asdale contract for the construction of the City Park public restroom facilities in an amount not to exceed amount of \$143,800.

AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the eighteenth day of July in the year two thousand sixteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Maize, Kansas
10100 Grady Ave.
Maize, KS 67101

and the Contractor:
(Name, legal status, address and other information)

Van Asdale Construction, L.L.C.
353 N. Pennsylvania
Wichita, KS 67214

for the following Project:
(Name, location and detailed description)

Maize City Park Restroom Building
401 S. Khedive
Maize, KS 67101

The Architect:
(Name, legal status, address and other information)

WDM Architects P.A.
105 N. Washington
Wichita, KS 67202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

**TO GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION, AIA DOCUMENT A105-2007 BETWEEN THE
CITY OF MAIZE, KANSAS, THE OWNER,
AND Van Asdale Construction, THE CONTRACTOR**

BONDS

A. A Performance Bond, Payment Bond and Statutory Bond as described in §5.6 of AIA Document A105-2007 shall be provided in the following amounts:

Performance Bond	100% of Contract Sum
Payment Bond	100% of Contract Sum
Statutory Bond	100% of Contract Sum

B. The Performance Bond and the Payment Bond shall be in the forms set forth in AIA Document 312 as attached hereto as Attachment A and Attachment B, and the Statutory Bond shall be in the form attached hereto as Attachment C.*

*Attachments A, B & C to this Exhibit A are attached.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

KENNETH R. DINGWALL, BEVERLY A. HART,
BARBARA A. FRIESEN, and BRIDGET M. MOHR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of August, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of August, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of July, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

AIA Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Van Asdale Construction, LLC
353 N. Pennsylvania
Wichita, KS 67214

SURETY:

(Name, legal status and principal place of business)

North American Speciality
Insurance Company
650 Elm St.
Manchester, NH 03101

OWNER:

(Name, legal status and address)

City of Maize, Kansas
10100 Grady Avenue
Maize, KS 67101

CONSTRUCTION CONTRACT

Date: 07/18/2016

Amount: \$ 143,800.00***

Description:

(Name and location)

Maize City Park Restroom Building

BOND

Date: 07/26/2016

(Not earlier than Construction Contract Date)

Amount: \$ 143,800.00***

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Van Asdale Construction, LLC

Signature: 

Name and

Title: *owner*

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

North American Speciality Insurance Company

Signature: 

Name and Kenneth R. Dingwall

Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Kenneth R. Dingwall
10333 E. 21st St. N.
Suite 403
Wichita, KS 67206
316-689-6898

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Int.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

KENNETH R. DINGWALL, BEVERLY A. HART,
BARBARA A. FRIESEN, and BRIDGET M. MOHR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of August, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of August, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of July, 2016

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

16 SB0245

ATTACHMENT C FILED
Bond No. 2202976
APP DOCKET NO.

BOND TO THE STATE OF KANSAS

Statutory Payment Bond
(K.S.A. 60-1111, as amended)

2016 AUG -1 P 2:19

CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

KNOW ALL MEN BY THESE PRESENTS, that we, Van Asdale Construction, LLC, 353 N. Pennsylvania, Wichita, KS BY 214
as Principal, 650 Elm St. and
North American Speciality Insurance Company Manchester, NH as Surety,
are jointly and severally bound unto the State of Kansas in the sum of
One Hundred Forty-three Thousand, Eight Hundred and no/100*** Dollars
(\$ 143,800.00***), for the use and benefit of person entitled thereto for which payment well
and truly be made, we hereby bind ourselves, our successors, heirs and executors and
administrators, jointly and severally, firmly by these presents.

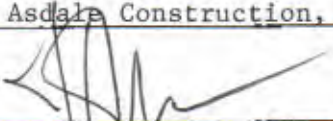
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT

WHEREAS, the said an Asdale Construction, LLC has entered into a written
contract with City of Maize, Sedgwick County, Kansas - for certain work in connection with
Maize City Park Restroom Building, under date of July 18, 2016.

NOW, THEREFORE, if the said Principal or the subcontractor or subcontractors of said
Principal shall pay all indebtedness incurred for labor, furnished materials, equipment or supplies
used or consumed in connection with or in or about the construction of or in making such public
improvement, this obligation shall be void, otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
and delivered this 26th day of July, 2016.

Van Asdale Construction, LLC

By 
Printed Name: Jeff Van Asdale
Title: Owner

"PRINCIPAL"

ATTEST:

Printed Name: _____
Title: _____

North American Speciality Insurance Company


Printed Name: Kenneth R. Dingwall
Title: Attorney-in-Fact

"SURETY"

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

KENNETH R. DINGWALL, BEVERLY A. HART,

BARBARA A. FRIESEN, and BRIDGET M. MOHR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of July, 2016.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CitePayUSA

Receipt

Date: 08/01/2016
Receipt Number: 1961916
Card Number: #####6087
Transaction Number: 1654900655
Authorization Number: 07965G
Court: 18th Judicial District Court

Payor: Van Asdale Construction (subject)

Items Paid

Case	Citation	Description	Amount
2016-SB-000245-Z5		Statutory Bond	\$36.00

Amount:	\$36.00
Transaction Fee:	\$1.44
Payment Total:	\$37.44



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Kenneth Dingwall Insurance, Inc. 10333 E. 21st St N, Suite 403 Wichita KS 67206-		CONTACT NAME: Kenneth Dingwall PHONE (A/C No. Ext): (316) 689-6898 FAX (A/C No.): (316) 689-6871 E-MAIL ADDRESS: kdingwall@dingwallins.com																						
INSURED Van Asdale Construction, LLC Jeffrey Van Asdale dba 353 N. Pennsylvania St. Wichita KS 67214-415		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>EMPLOYERS MUTUAL CASUALTY</td> <td>21407</td> </tr> <tr> <td>INSURER B</td> <td>KANSAS BUILDERS FUND GROUP</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	EMPLOYERS MUTUAL CASUALTY	21407	INSURER B	KANSAS BUILDERS FUND GROUP		INSURER C			INSURER D			INSURER E			INSURER F		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			4D24793	01/04/2016	01/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 TRIA \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4J24793	01/04/2016	01/04/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	2016-0297	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater \$1,000 deductible			4M24793	01/04/2016	01/04/2017	Catastrophe Limit 400,000 Job Site Limit 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Maize City Park Restroom Building, 401 S. Khedive, Maize, KS 67101

CERTIFICATE HOLDER (316) 722-7561 (316) 722-0346 CITY OF MAIZE, KANSAS 10100 Grady Ave. Maize KS 67101-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE

This certifies that STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
insures the following policyholder for the coverages indicated below:

Name of policyholder VANASDALE, JEFFREY DBA VANASDALE CONSTRUCTION, LLC

Address of policyholder 353 PENNSYLVANIA ST

WICHITA, KS 67214-4150

Location of operations 401 S KHEDIVE, MAIZE, KS 67101

Description of operations MAIZE CITY PARK RESTROOM BLDG

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
This insurance includes:	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> General Aggregate Limit applies to each project <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	Workers' Compensation and Employers Liability			Each Occurrence \$ Aggregate \$ Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)
1295653E2216	Auto	05/22/16	11/22/16	500/500/500

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If, however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder
 CITY OF MAIZE, KANSAS
 10100 GRADY AVE
 MAIZE, KS 67101

Kathy Richard
 Signature of Authorized Representative
Agent
 Title
 7-26-16
 Date

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 06/17/2016 For Bidding , and enumerated as follows:

Drawings:

Number	Title	Date
--------	-------	------

Specifications:

Section	Title	Pages
---------	-------	-------

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
One	06/28/2016	3
Two	07/05/2016	23

Init.

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than one hundred fifteen (115) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

The date of commencement will be fixed in the Notice to Proceed.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One hundred forty-three thousand eight hundred dollars and zero cents (\$ 143,800.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
All work scope	\$143,800.00

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor’s Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

After the General Contractor has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. A retainage of five percent (5%) of the completed work and stored material will be withheld from each payment. The retainage shall be released on any undisputed payment due

within thirty (30) days after Substantial Completion. However, if the Contractor is still performing work on the Project, the Owner may withhold that portion of the retainage attributable to such work until thirty (30) days after such work is completed. Notwithstanding the above, if the Contractor has failed to meet the terms of the Contract, is not performing according to the schedule, shows poor workmanship or other issues, the Owner may increase retainage up to ten percent (10%) by providing the Contractor with written notification that the retainage is being increased to ten percent (10%). Such written notification shall state the reasons the retainage is being increased to ten percent (10%). The ten percent (10%) retainage requirement shall be effective as of the date written notification of the increase is provided to the Contractor.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

Zero percent (0) % per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor’s general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
a. Contractor’s Liability Insurance	
<i>Worker’s Compensation and Employers Liability:</i>	
<i>Bodily Injury by Accident</i>	<i>Statutory</i>
<i>Bodily Injury by Disease</i>	<i>\$100,000 Each Accident</i>
<i>Bodily Injury by Disease</i>	<i>\$500,000 Policy Limit</i>
<i>Bodily Injury by Disease</i>	<i>\$100,000 Each Employee</i>
<i>Officers who will be on the job site SHALL be included.</i>	
<i>Commercial General Liability (including Premises-Operations; Products and Completed Operations, XCU cannot be excluded)</i>	
<i>Each Occurrence Limit</i>	<i>\$1,000,000</i>
<i>General Aggregate Limit</i>	<i>\$2,000,000</i>
<i>Products/Completed Operations Aggregate Limit</i>	<i>\$2,000,000</i>
<i>Personal and Advertising Injury Limit</i>	<i>\$1,000,000</i>
<i>The General Liability policy shall include a General Aggregate. Such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have a per project aggregate.</i>	
<i>Umbrella Excess Liability:</i>	
<i>Each Occurrence Limit</i>	<i>\$5,000,000</i>
<i>Aggregate</i>	<i>\$5,000,000</i>
<i>For projects in excess of \$10,000,000</i>	<i>\$10,000,000</i>
<i>Automobile Liability (owned, non-owned, hired):</i>	
<i>Bodily Injury:</i>	
<i>\$ Each Person</i>	<i>\$ 250,000</i>
<i>\$ Each Accident</i>	<i>\$ 500,000</i>
<i>Property Damage:</i>	
<i>\$ each Occurrence</i>	<i>\$ 250,000</i>
	or \$1,000,000 combined single limit
b. Owner’s Liability and Contractor’s Protective Insurance	
<i>\$ Each Occurrence</i>	<i>\$ 500,000</i>
<i>\$ Aggregate</i>	<i>\$1,000,000</i>

c. Deductible

Deductibles shall not exceed \$5,000. Deductibles are the responsibility of the Contractor.

d. Builder's Risk Insurance

In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles.

e. Time Period for Insurance

The required coverage of insurance with limits not less than specified herein shall be maintained during the period of construction of the Project and for an additional three (3) year period after the date of Final Completion of the Project.

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

§5.6 PERFORMANCE BOND AND PAYMENT BOND

§5.6.1 The Contractor shall furnish bonds covering the performance of the Contract and payment of obligations arising therefrom as required and stipulated in this Section 5.6 in amounts and in forms set forth in Exhibit A and attachments to Exhibit A.

§5.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§5.6.3 Prior to signing the Contract, the Owner will require the Contractor to secure and post a Kansas Statutory Payment Bond in accordance with K.S.A. 60-1111 and to provide Performance and Payment Bonds in the full amount of the Contract Sum to cover faithful performance of the Contract and payment of all obligations arising thereunder. The Bonds shall be issued by a Surety approved by the Owner, authorized to transact business in Kansas and listed on the U.S. Treasury Department Surety List.

§5.6.4 The Contractor shall keep the surety informed of the progress of the Work and, where necessary, obtain the surety's consent to, or waiver of (i) notice of changes in the Work; (ii) request for reduction or release of retention; (iii) request for final payment; and (iv) any other item required by the surety. The Owner may, in the owner's sole discretion, inform the surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privilege and benefits under and pursuant to any bond issued in connection with the Work.

§5.7 GENERAL REQUIREMENTS

§5.7.1 All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "VII" in the *Best's Insurance Guide*, latest

edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. All workers' compensation coverage procured by the Contractor shall be provided by insurance companies with an AM Best's rating of "A-" or higher or from a workers' compensation pool approved by the State of Kansas.

§5.7.2 If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all damages and reasonable costs (including attorney's fees and court and settlement expenses) properly attributable thereto.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.1.3 The Owner will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 7.1.4 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 7.1.5 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 7.1.6 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 7.1.7 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 7.1.8 The Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from the Contractor.

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§ 7.1.9 Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner will endeavor to secure faithful performance by the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.2 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.3 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

(Paragraphs deleted)

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Retainage upon Substantial Completion shall be in accordance with the provisions set forth at Section 4.1.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

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ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

The Performance Bond and the, Payment, Bond shall be in the forms set forth in AIA Document A312 as attached hereto as Attachment A and Attachment B, and the Bond to the State of Kansas Statutory Payment Bond shall be in the

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form attached hereto as Attachment C. *

*Attachments A, B & C to this Exhibit A are attached.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name, title and address)



CONTRACTOR (Signature)

OWNER
(Printed name, title and address)
LICENSE NO.: *FCBO/ FCC of City of Wichita*
JURISDICTION: *#1086*

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Additions and Deletions Report for AIA[®] Document A105[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:23:55 on 07/18/2016.

PAGE 1

AGREEMENT made as of the eighteenth day of July in the year two thousand sixteen

...

City of Maize, Kansas
10100 Grady Ave.
Maize, KS 67101

...

Van Asdale Construction, L.L.C.
353 N. Pennsylvania
Wichita, KS 67214

...

Maize City Park Restroom Building
401 S. Khedive
Maize, KS 67101

...

WDM Architects P.A.
105 N. Washington
Wichita, KS 67202

PAGE 2

- .2 the drawings and specifications prepared by the Architect, dated 06/17/2016 For Bidding, and enumerated as follows:

...

<u>One</u>	<u>06/28/2016</u>	<u>3</u>
<u>Two</u>	<u>07/05/2016</u>	<u>23</u>

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The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than one hundred fifteen (115) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

...

The date of commencement will be fixed in the Notice to Proceed.

...

One hundred forty-three thousand eight hundred dollars and zero cents (\$ 143,800.00)

...

All work scope \$143,800.00

...

N/A

...

N/A

...

§ 4.1 Based on Contractor's Applications for Payment certified by the ~~Architect~~, Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

...

After the General Contractor has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. A retainage of five percent (5%) of the completed work and stored material will be withheld from each payment. The retainage shall be released on any undisputed payment due within thirty (30) days after Substantial Completion. However, if the Contractor is still performing work on the Project, the Owner may withhold that portion of the retainage attributable to such work until thirty (30) days after such work is completed. Notwithstanding the above, if the Contractor has failed to meet the terms of the Contract, is not performing according to the schedule, shows poor workmanship or other issues, the Owner may increase retainage up to ten percent (10%) by providing the Contractor with written notification that the retainage is being increased to ten percent (10%). Such written notification shall state the reasons the retainage is being increased to ten percent (10%). The ten percent (10%) retainage requirement shall be effective as of the date written notification of the increase is provided to the Contractor.

PAGE 4

Zero percent (0) % per annum

...

a. Contractor's Liability Insurance

<u>Worker's Compensation and Employers Liability:</u>	<u>Statutory</u>
<u>Bodily Injury by Accident</u>	<u>\$100,000 Each Accident</u>
<u>Bodily Injury by Disease</u>	<u>\$500,000 Policy Limit</u>
<u>Bodily Injury by Disease</u>	<u>\$100,000 Each Employee</u>

Officers who will be on the job site SHALL be included

Commercial General Liability (including Premises-Operations; Products and Completed Operations, XCU cannot be excluded)

<u>Each Occurrence Limit</u>	<u>\$1,000,000</u>
<u>General Aggregate Limit</u>	<u>\$2,000,000</u>
<u>Products/Completed Operations Aggregate Limit</u>	<u>\$2,000,000</u>
<u>Personal and Advertising Injury Limit</u>	<u>\$1,000,000</u>

The General Liability policy shall include a General Aggregate. Such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have a per project aggregate.

Umbrella Excess Liability:

<u>Each Occurrence Limit</u>	<u>\$5,000,000</u>
<u>Aggregate</u>	<u>\$5,000,000</u>
<u>For projects in excess of \$10,000,000</u>	<u>\$10,000,000</u>

Automobile Liability (owned, non-owned, hired):

Bodily Injury:

<u>\$ Each Person</u>	<u>\$ 250,000</u>
<u>\$ Each Accident</u>	<u>\$ 500,000</u>

Property Damage:

<u>\$ each Occurrence</u>	<u>\$ 250,000</u>
---------------------------	-------------------

or \$1,000,000 combined single limit

b. Owner's Liability and Contractor's Protective Insurance

<u>\$ Each Occurrence</u>	<u>\$ 500,000</u>
<u>\$ Aggregate</u>	<u>\$1,000,000</u>

c. Deductible

Deductibles shall not exceed \$5,000. Deductibles are the responsibility of the Contractor.

d. Builder's Risk Insurance

In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles.

e. Time Period for Insurance

The required coverage of insurance with limits not less than specified herein shall be maintained during the period of construction of the Project and for an additional three (3) year period after the date of Final Completion of the Project.

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§5.6 PERFORMANCE BOND AND PAYMENT BOND

§5.6.1 The Contractor shall furnish bonds covering the performance of the Contract and payment of obligations arising therefrom as required and stipulated in this Section 5.6 in amounts and in forms set forth in Exhibit A and attachments to Exhibit A.

§5.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§5.6.3 Prior to signing the Contract, the Owner will require the Contractor to secure and post a Kansas Statutory Payment Bond in accordance with K.S.A. 60-1111 and to provide Performance and Payment Bonds in the full amount

of the Contract Sum to cover faithful performance of the Contract and payment of all obligations arising thereunder. The Bonds shall be issued by a Surety approved by the Owner, authorized to transact business in Kansas and listed on the U.S. Treasury Department Surety List.

§5.6.4 The Contractor shall keep the surety informed of the progress of the Work and, where necessary, obtain the surety's consent to, or waiver of (i) notice of changes in the Work; (ii) request for reduction or release of retention; (iii) request for final payment; and (iv) any other item required by the surety. The Owner may, in the owner's sole discretion, inform the surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privilege and benefits under and pursuant to any bond issued in connection with the Work.

§5.7 GENERAL REQUIREMENTS

§5.7.1 All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "VII" in the *Best's Insurance Guide*, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. All workers' compensation coverage procured by the Contractor shall be provided by insurance companies with an AM Best's rating of "A-" or higher or from a workers' compensation pool approved by the State of Kansas.

§5.7.2 If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all damages and reasonable costs (including attorney's fees and court and settlement expenses) properly attributable thereto.

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§ 7.1.3 The Owner will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 7.1.4 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 7.1.5 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 7.1.6 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 7.1.7 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 7.1.8 The Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from the Contractor.

§ 7.1.9 Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner will endeavor to secure faithful performance by the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

PAGE 7

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect. Owner.

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

...

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through the Architect~~ the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

PAGE 8

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

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§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect-Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

...

The Contractor shall promptly review, approve in writing and submit to the Architect-Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

...

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§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work ~~has authority to reject Work that does not conform to the Contract Documents.~~

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§ 9.4 ~~Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

§ 9.5 ~~The Architect has authority to reject Work that does not conform to the Contract Documents.~~

~~§ 9.6~~ The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

~~§ 9.7~~ The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

~~§ 9.8~~ Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

~~§ 9.9~~ The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

PAGE 9

~~§ 10.2~~ The ~~Architect-Owner~~ will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

...

~~§ 12.2.1~~ At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect-Owner~~ an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or ~~Architect~~ may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

...

The ~~Architect-Owner~~ will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the ~~Architect-Owner~~ determines is properly due, or notify the Contractor and Owner in writing of the ~~Architect's-Owner's~~ reasons for withholding certification in whole or in part.

...

~~§ 12.4.1~~ After the ~~Architect-Owner~~ has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

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~~§ 12.4.3~~ ~~Neither the Owner nor the Architect shall~~ The Owner shall not have responsibility for payments to a subcontractor or supplier.

...

~~§ 12.5.2~~ When the Work or designated portion thereof is substantially complete, the ~~Architect-Owner~~ will make an inspection to determine whether the Work is substantially complete. When the ~~Architect-Owner~~ determines that the Work is substantially complete the ~~Architect-Owner~~ shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall

fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Retainage upon Substantial Completion shall be in accordance with the provisions set forth at Section 4.1.

...

§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Architect-Owner~~ will inspect the Work. When the ~~Architect-Owner~~ finds the Work acceptable and the Contract fully performed, the ~~Architect-Owner~~ will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect-Owner~~ releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

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§ 15.2.2 If the ~~Architect-Owner~~ requires additional testing, the Contractor shall perform those tests.

...

If the ~~Architect-Owner~~ fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect-Owner~~, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

...

§ 16.2.2 When any of the above reasons exist, the Owner, ~~after consultation with the Architect~~, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

...

The Performance Bond and the Payment Bond shall be in the forms set forth in AIA Document A312 as attached hereto as Attachment A and Attachment B, and the Bond to the State of Kansas Statutory Payment Bond shall be in the form attached hereto as Attachment C. *

*Attachments A, B & C to this Exhibit A are attached.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:23:55 on 07/18/2016 under Order No. 0163721832_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ARCH. PROJECT MGR.

(Title)

7/18/16

(Dated)

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM #8G

ITEM: Andale Paving Contract: 45th Street Multi-use Path

BACKGROUND:

On July 18th, 2016 Council approved entering into an agreement with the Sunflower Foundation to receive matching funds in the amount of \$55,000 to construct a 2,855 foot (.54 mile) long, 8 foot wide concrete shared-user path on the north side of 45th street from Derringer to Maize Road.

It should be noted that K&O Railroad is also donating \$4580 in labor and materials for the railroad crossing portion of the path.

As part of the Letter of Agreement with the Sunflower Foundation, the City has 90 days to start the project and one year to complete it.

Four bids were obtained for this project as originally proposed as a 6-foot width “side path:”

- Cornejo & Sons, LLC. bid in the amount of \$286,852.00
- APAC bid in the amount of \$261,021.64
- Kansas Paving bid in the amount of \$110,000.00
- The low bidder on the project was Andale Paving in the amount of \$87,908.20

After submitting the grant application with the above bids, the Mayor and staff were contacted by the Sunflower Foundation with the suggestion to revise the project to an 8-foot wide “multi-use path” instead of a 6-foot wide “side path” to make our application competitive.

As the low bidder, Andale Paving was given the opportunity to rework their bid with the new conditions from the Sunflower Foundation. Their revised bid with the new parameters was \$123,458.20.

FINANCIAL CONSIDERATIONS:

This is a dollar for dollar matching grant with a maximum of \$55,000.00 awarded.

The City’s responsibility for the project will be \$68,458.20.

The 2016 & 2017 CIP funds contain "sidewalk" funds available for this project.

LEGAL CONSIDERATIONS:

City Attorney is reviewing the contract as to form.

RECOMMENDATION/ACTION:

Subject to City Attorney approval as to form - - -

Move to approve the Andale Paving contract for the construction of a multi-use path on 45th street in the amount not to exceed \$123,458.20.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of August, 2016, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and ANDALE CONSTRUCTION, INC., whose principal office is at 3170 NORTH OHIO STREET, WICHITA, KS 67219 (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: see attached

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 ninety (90) 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 and in accordance with the Standard Specifications that are referenced in Section 12 herein.

SECTION 5. Contract Sum. (a) The City shall pay to the Contractor for completion of the Work:

\$123,458.20

(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 One Hundred Twenty-Three Thousand, Four Hundred Fifty-Eight dollars and Twenty cents (\$123,458.20), 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 One Hundred Twenty-Three Thousand, Four Hundred Fifty-Eight dollars and Twenty cents (\$123,458.20), 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:

Heath Hazen
Andale Construction, Inc.
3170 North Ohio Street
Wichita, KS 67219

(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

ATTESTED:

BY _____
Jocelyn Reid, City Clerk

By: ANDALE CONSTRUCTION, INC.

Name: *Peter J. Molitor*
Peter J. Molitor

Title: President

ATTESTED:

BY *Lori Payne*



ANDALE CONSTRUCTION INC.

www.andalereadymix.com

3170 N. Ohio • Wichita, KS 67219 • 316-832-0063 (Office)

PROJECT: Maize Sidewalk

DATE: 06/02/2016

SCOPE OF WORK

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit price</u>	<u>Total cost</u>
1 4" Sidewalk 8' Wide	1	LS	\$ 123,458.20 \$	123,458.20

Work included by Andale Construction Inc:

1 Deliver and install 4" sidewalk 8' wide 2,855' long			\$ 75,326.40	
2 Deliver and install 4 ADA Ramps			\$ 9,000.00	
3 Deliver and install 3 cross road cutouts			\$ 3,901.30	
4 Deliver and install 3 flumes and grates			\$ 9,800.00	
5 Deliver and install 48' of 24" culverts			\$ 13,850.50	
6 Deliver and install 200 tons of fill material			\$ 11,580.00	

Work excluded by Andale Construction Inc:

- 1 Base bid excludes all hazardous or contaminated material inspection, sampling, testing, handling or disposal
- 2 The acceptance of this proposal is contingent on the acceptance of the specifications furnished by Andale
- 3 Bonding
- 4 Geotechnical Testing
- 5 Joint Sealing
- 6 Surveying
- 7 Tax of any kind
- 8 Utility work (water, sanitary sewer, electrical)
- 9 Traffic Control
- 10 Erosion Control, seeding and sod
- 11 End sections on culverts

Work will be scheduled with Contractor

Payment

Payments are 30 days net. Invoices will be submitted on the first day of the month for work completed the preceding month. Payment is due in full 30 days after completion from date of invoice. No tax will be charged with tax exemption from the state. Quote firm for 30 days from date of quote. One year guarantee on workmanship and product liability. Bid/quote includes all above items.

Thank you for the opportunity to bid your project!

Authorized signature Peter J. Moltis

Peter J. Moltis - 8-5-2016
Date

Customer signature _____

_____ Date



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

7/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

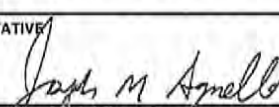
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : AMCO Insurance Company		19100
INSURER B : Nationwide Mutual Insurance Company		23787
INSURER C : _____		_____
INSURER D : _____		_____
INSURER E : _____		_____
INSURER F : _____		_____

COVERAGES **CERTIFICATE NUMBER:** 14176852 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	ACPLA07264751957	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	ACPBA7264751957	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	ACPCAA7264751957	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWCA7264751957	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS ADDITIONAL INSURED ON GENERAL LIABILITY, AND AUTO COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER 14176852 CITY OF MAIZE 10100 GRADY AVE MAIZE KS 67101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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MINUTES-REGULAR MEETING
MAIZE PARK CEMETERY
MONDAY, JULY 18, 2016

The Maize Park Cemetery was called to order at 7:51 p.m., on Monday, July 18, 2016, for a Regular Meeting with *Karen Fitzmier* presiding. The following Maize Park Cemetery district board members were present, *Karen Fitzmier, Pat Stivers, Alex McCreath, Clair Donnelly* and *Donna Clasen*.

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

APPROVAL OF AGENDA:

The agenda was submitted for approval.

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

APPROVAL OF MINUTES:

Approval of Minutes – Board Meeting of August 3, 2015.

MOTION: *Donnelly* moved to approve the August 3, 2015 minutes as presented.
Clasen seconded. Motion carried.

RE-APPOINTMENT OF 4-YEAR TERM/ ELECTION OF OFFICERS:

MOTION: *Donnelly* moved to re-appoint *Karen Fitzmier* to a 4-year term expiring August 2020 and to nominate the slate of officers to their current positions as follows:

Chairperson – *Karen Fitzmier*
Vice-chairperson – *Donna Clasen*
Trustee – *Clair Donnelly*
Trustee – *Pat Stivers*
Trustee – *Alex McCreath*
Stivers seconded. Motion carried

PROPOSED 2017 BUDGET FOR PUBLICATION:

The proposed 2017 Budget was submitted for Board approval.

MOTION: *Clasen* moved to authorize publication of the proposed 2017 Budget in The Clarion and set the public hearing on the proposed budget for Monday, August 1, 2016 at 7:00 p.m.
McCreath seconded. Motion carried.

ADJOURNMENT:

7:58 P.M.

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

**MAIZE PARK CEMETERY BOARD
SPECIAL MEETING
MONDAY, AUGUST 15, 2016**

AGENDA ITEM # 6A

ITEM: ADOPTION OF THE 2017 CEMETERY BUDGET

BACKGROUND:

In accordance with State law, the 2017 Maize Park Cemetery budget has been published and a public hearing held.

In order to comply with submittal dates to the State and County, the Board is required to adopt a final budget for 2017.

FINANCIAL CONSIDERATIONS:

The final mill levy for 2017 will be approximately 0.136. The 2016 mill levy was 0.141

LEGAL CONSIDERATIONS:

Compliance with state law regarding forms and budget schedule is required.

RECOMMENDATION/ACTION:

Adopt the 2017 Maize Park Cemetery budget and submit to the Sedgwick County Clerk and the State.

NOTICE OF BUDGET HEARING

State of Kansas
Special District
2017

The governing body of
Maize Park Cemetery
Sedgwick County

will meet on August 15, 2016 at 7:00 p.m. at Maize City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at 10100 Grady Avenue Maize, KS 67101 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Estimate Tax Rate*
General	45,673	0.139	51,700	0.141	150,948	8,408	0.136
Debt Service							
Totals	45,673	0.139	51,700	0.141	150,948	8,408	0.136
Less: Transfers	0		0		0		
Net Expenditures	45,673		51,700		150,948		
Total Tax Levied	7,435		8,034		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	53,495,014		57,003,573		61,828,840		

Outstanding Indebtedness,

Jan 1,	2014	2015	2016
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	0	0	0

*Tax rates are expressed in mills.

Maize Park Cemetery District

0

Page No. 7

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	166,084	157,246	128,280
Receipts:			
Ad Valorem Tax	7,120	8,034	XXXXXXXXXXXXXXXXXX
Delinquent Tax	237		
Motor Vehicle Tax	1,093		1,013
Recreational Vehicle Tax			9
16/20M Vehicle Tax			2
Commercial Vehicle Tax			33
Watercraft Tax			3
LAVTR			0
In Lieu of Taxes			
Lot Sales	15,425	8,000	6,500
Interments	10,500	6,000	6,000
Stone Sets	1,700	500	500
Interest	372	200	200
Deed Transfer Fees	100	0	0
Reimbursements	288	0	0
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does misc. exceed 10% of Total Receipts			
Total Receipts	36,834	22,734	14,260
Resources Available:	202,918	179,980	142,540
Expenditures:			
Insurance	1,626	1,700	1,800
Improvements	5,279	25,000	109,148
Operating Expenses	38,768	25,000	40,000
Cash Forward (2017 column)			
Miscellaneous			
Does misc. exceed 10% Total Expenditure:			
Total Expenditures	45,673	51,700	150,948
Unencumbered Cash Balance Dec 31	157,246	128,280	XXXXXXXXXXXXXXXXXX
2015/2016/2017 Budget Authority Amount	139,901	161,706	150,948
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			150,948
Tax Required			8,408
Delinquent Comp Rate: 0.0%			0
Amount of 2016 Ad Valorem Tax			8,408

CERTIFICATE

To the Clerk of Sedgwick County, State of Kansas

We, the undersigned, officers of

Maize Park Cemetery

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted
maximum expenditures for the various funds for the year 2017; and (3) the
Amount(s) of 2016 Ad Valorem Tax are within statutory limitations for the 2017 Budget.

Table of Contents:		Page No.	2017 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2017		2			
Allocation MVT, RVT, 16/20M Vehicle Ta		3			
Schedule of Transfers		4			
Statement of Indebt. & Lease/Purchase		5			
Fund	K.S.A.				
General	0	6	150,948	8,408	
Debt Service	10-113				
Totals		xxxxxxx	150,948	8,408	
Budget Summary		7			County Clerk's Use Only
Neighborhood Revitalization Rebate					Nov. 1, 2016 Total Assessed Valuation
Resolution required? Notice of the vote to adopt required to be published?			No		

Assisted by:

Address:

Email:

Attest: _____, 2016

County Clerk

Governing Body

August 2016



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- Officer Joel Isaacs submitted his resignation. He has taken a job in the private sector.
- The department received it's tri-annual KCJIS Audit this month. The State audit reviews aspects of our records management and security. We are awaiting the final report, but do not expect any compliance issues. This is a federally mandated audit administered by the state for all agencies storing and submitting criminal justice information.
- Maize Schools stated this past week. Officers will be busy with school related activities.
- Officer Rhodes and Officer Phelps are assigned to the high schools as SRO's.
- Officer Rhodes competed advanced SRO training this summer and Officer Phelps received her SRO certification this month. Phelps will attend advanced SRO training next summer.

Budget status: 60.24/100%

Major purchases: None

Current Staff Levels.

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

Monthly Activities

July Police Reports - 471
 July calls for service - 493

Community Policing:

National Night Out activities were a great success again this year!

PUBLIC WORKS REPORT 8-9-2016

Regular Work

- Have graded all of the streets several times this past month. Installed a lot of rock on 45th west of 119th to try to make that road surface better. Need to work on 61st with some more gravel as well. One of the biggest problems we have after rains are the 4x4's that go through the water and ditches. Guess they just want to see how big of a mess they can create.
- We are mowing a lot right now because of the excess of rain we have encountered this whole summer. The new tractor with the wing mower we bought last year really cuts down on the time it takes to mow much of the ROW and large open areas. We really appreciate that.
- We continue to work on the water, wastewater and lift stations to prepare for the WWTP upgrade. Still reading meters and trying to solve problems in residents homes when their usage seems to be "too high".

Special Projects

- One of the most time consuming things we do every month is take care of the brush that come in each day and the brush we pick up at least once a month. Seems like this year has been a very busy year. We spent about three whole days last week picking up brush, stacking brush and burning brush. It just takes a lot of time and planning.
- I have the streets prepared and crack-sealed for Slurry Seal this year. They include all the Gertz Addition and Albert Street. South Central Sealing should be here to do that this month or next. I tried to get it done before school opened but because of the rains they are way behind.
- We are excited to finally get the WWTP upgrade going. We are running out of room so now is a great time to get that project underway.
- The sidewalk project along 45th street should begin soon and the new bathrooms at the park as well. Two more projects that will certainly enhance and benefit the citizens of Maize. The impact of the Splash Park has been overwhelming this summer as well. The park is full every day the weather is permissible.

Ron Smothers

Public Works Director

City Engineer's Report

8/15/2016

Maize Middle School

Part of the addition has the floor installed with walls currently being constructed.

Maize High School

Expansion of the entrance and remodel of interior classrooms is proceeding.

Baxter Dental

The basement is completed and the subfloor is being installed.

Heartland Credit Union

Construction is proceeding with additional wells being drilled and footings being installed.

Weniniger

Site preparations being installed and three buildings will soon be erected.

Aero-Tech

Groundwork being done for another building that will be southwest of the existing building

Watercress Villas

Preliminary surveying is currently being done. Plans have been submitted for review.

53rd Street

53rd Street is being overlaid just west of Maize road to Andale. The portion of 53rd street between Maize road and 135th is now completed with the exception of lane markings.

PLANNING ADMINISTRATOR'S REPORT

DATE: August 15, 2016

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular August Council Meeting

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

1. Watercress Apartment development – The property sale was finalized on August 1st. Case and Associates has begun staking out the property and will start construction as soon as possible.
2. Zone change application at 4405 N Maize Road – the property owner has filed a request for a zone change for approximately 1.53 acres from SF-5 Single Family to NR Neighborhood Retail to accommodate the expansion of their existing Day Care business. The Planning Commission will review this request at their September 1st meeting.
3. Comprehensive Plan Update – Gould Evans is in the process of setting up a joint meeting with the City Council, Planning Commission and Park and Tree Board. We expect this meeting to take place in late August. I have been submitting preliminary data to Gould Evans and they have also been collecting data from Sedgwick County GIS and the Wichita/Sedgwick County Metropolitan Area Planning Department.
4. Zone Change at 111 S. Park – zone change request from SF-5 Single Family Residential to LC Limited Commercial. The Planning Commission recommended denial of the application at their August 4th meeting. The Council will review this request at the September 19th Council 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
August 15, 2016**

Year to date status (Through 07/31/16):

General Fund –			
	Budget	YTD	
Rev.	\$3,065,844	\$2,521,956	82.26%
Exp.	\$3,369,786	\$2,202,693	65.37%
Streets –			
Rev.	\$287,420	\$ 191,248	66.54%
Exp.	\$294,100	\$ 198,025	67.33%
Wastewater Fund-			
Rev.	\$714,000	\$ 483,190	67.67%
Exp.	\$714,000	\$ 475,585	66.61%
Water Fund-			
Rev.	\$769,500	\$ 481,362	62.56%
Exp.	\$769,500	\$ 480,148	62.40%

Health & Dental Benefits

Per Council's request, here are the 2016 numbers (through 07/31/2016) 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:	\$189,381.60	\$ 47,354.74	\$236,736.34
Dental:	12,558.12	3,140.72	15,698.84
Life:	<u>5,658.22</u>	<u>0</u>	<u>5,658.22</u>
	\$207,597.94	\$ 50,495.46	\$258,093.40

CAPITAL PROJECTS

Projects w/o
Temp Notes

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/15	Expenditures 1/1/16 thru 7/31/16	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	556-14	\$ 104,000.00	\$ 100,801.81	\$ 718.42	\$ 101,520.23	\$ 2,479.77
Eagles Nest Phase 2A Paving	05	555-14	\$ 515,000.00	\$ 440,221.49	\$ 718.42	\$ 440,939.91	\$ 74,060.09
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ 168,429.73	\$ 718.42	\$ 169,148.15	\$ 70,851.85
Maize Ind Park Water	05	565-14	\$ 63,700.00	\$ 61,484.69	\$ 718.42	\$ 62,203.11	\$ 1,496.89
Maize Ind Park Sanitary Sewer	05	566-14	\$ 97,600.00	\$ 66,099.75	\$ 718.42	\$ 66,818.17	\$ 30,781.83
Totals			\$ 1,020,300.00	\$ 837,037.47	\$ 3,592.10	\$ 711,608.29	\$ 147,391.71

MPBC Project	Fund	Resolution	Total Resolution Amount	Expenditures thru 12/31/15	Expenditures 1/1/16 thru 7/31/16	Total Expenditures	Resolution Authorization Less Expenditures
Public Works Building	05	MPBC 14-15	\$ 1,056,893.00	\$ 424,143.49	\$ 632,749.51	\$ 1,056,893.00	\$ -
Grand Total				\$1,261,180.96	\$636,341.61	\$1,768,501.29	\$147,391.71

CIP 2016 (As of 07/31/2016)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/16					\$ 352,451.28
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		100.00	-
Interest	From Bank Accounts	239.46		1,500.00	1,802.38
Maize Rec	Splash Park Contribution	-			-
Transfers	From General Fund	40,666.67		488,000.00	284,666.69
Total Revenues		<u>40,906.13</u>		<u>489,600.00</u>	<u>286,469.07</u>
Total Resources					<u><u>638,920.35</u></u>
Street Improvements			222,469.24	375,000.00	356,380.65 **
Sidewalk/Bike Paths				75,000.00	-
Park Improvements			8,026.64	215,000.00	225,417.33
Other Capital Costs			-	-	-
Total Expenditures			<u>-</u>	<u>665,000.00</u>	<u>581,797.98</u>
Cash Balance - 07/31/16					<u><u>\$ 57,122.37</u></u>

**Encumbered in 2015 Budget

Equipment Reserve 2016 (As of 7/31/2016)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/16					\$ 114,563.11
Interest	From Bank Accounts	19.59		300.00	142.92
Other Revenues	Sale of PD Radios	-			-
Reimbursements	Sale of Fireworks Equipment/PD Van	-		-	3,300.00
Transfers	From General Fund	19,166.67		230,000.00	134,166.69
Total Revenues		\$ 19,186.26		\$ 230,300.00	\$ 137,609.61
Total Resources					\$ 252,172.72
Trucks/Heavy Equipment			\$ -	\$ 100,000.00	\$ 106,489.30
Computers			-	50,000.00	3,654.00
Computers	Phone Upgrades-2015 Encumbrance				23,010.00
Police Department Expenses			-	80,000.00	62,272.20
Total Expenditures			\$ -	\$ 230,000.00	\$ 195,425.50
Cash Balance - 07/31/2016					\$ 56,747.22



CITY OPERATIONS REPORT

DATE: August 10, 2016
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: August Report

1) September 19th Working Council Items

- Bond Sale Ordinance & Resolution
- Zoning Case # Z-02-016 (111 South Park St)
 - *Planning Commission denied zone change*

2) Wastewater Plant Expansion Project

To date the Council has approved or is in the process of approving:

- Funding formula for KDHE loan
- Applying for a 20-year low interest loan from the State.
- MKEC Engineering and design contract
- Wastewater Ordinance amendment
 - *\$3.00 monthly fee*

On August 10, 2016 the formal application was submitted for the KDHE loan in an amount up to \$6,100,000.00. Additional supporting documents required by the state were also submitted. It's anticipated a draft loan agreement from the State will be received by August 22nd. The State has provided an informal verbal approval pending the application. The current loan interest rate is 1.82%

In order to "lock" this rate in it requires written approval of the draft loan agreement by the Attorney as to form. The loan agreement considered by Council at the regular September 19th meeting.

When the loan is in place the tentative schedule for the plant project is:

- September thru November 2016
 - Design Process
- December 2016
 - Bids

- January 2017 construction begins
- Construction is scheduled to be completed in 12-months

3) Cox Demand Letter

A demand letter has been mailed and e-mailed to Cox Communications and Utilities Plus companies. During the July 2, 2016 heavy rain event, the city was confronted with floodwater in the wastewater plant resulting in homes receiving sewerage backup into their basements. It required several hours for the Public Works department personnel to locate and repair the problem. In summary, an investigation indicated Utilities Plus trenching services had damaged a sewer line in June 2016. The work was done for Cox Communications cable services. The City was never notified of the damage. Staff has been in contact with representatives from Cox Communications and Utilities Plus. Both companies' representatives were cordial and indicated they would follow up on the costs resulting from the damages. The City has requested a reimbursement of \$12,796.00. In addition, a copy of the five claims for damage received by the City was provided to both companies.

4) City Council/Employee Wellness & Flu Shots

On Thursday October 6th from 8am to 10am, Councilmembers and employees are invited to participate in the annual "wellness check" and to receive "flu shots." There are no charges for this service. Family members are also invited to take part. Additional information and a sign up sheet will be provided as the date approaches.

5) Ballet In the Park

On Sunday, September 11th, Ballet Wichita, a non-profit organization, will perform "Alice in Wonderland" at 6pm at City Park. It is free to the public and will run approximately 40 minutes. A portion of the north parking lot will be sectioned off to serve as a stage. Several community sponsors are supporting the cost of this production. The City is donating \$500 for the event.

6) Economic Development

- Twenty-eight new housing starts
- Edward Rose Apartments
 - Still pending - no update
- Watercress Apartments
 - Case & Associates own the property
 - Surveying underway
- Industrial Park Expansion
 - In discussion with owners/developers
 - No update at this time

7) City Meetings

- September 1st Planning @ 7pm
- September 13th Park & Tree @ 5:30pm
- September 19th Council @ 7pm