

**MEETING NOTICE
MAIZE CITY COUNCIL**

TIME: 7:00 P.M.
DATE: MONDAY, JUNE 19, 2017
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a) Approval of Minutes –City Council Regular Meeting of May 15, 2017 and Special Meeting of May 31, 2017
 - b) Planning Commission Minutes April 6, 2017
 - c) Park & Tree Board minutes May 9, 2017
 - d) Cash Disbursements from May 1, 2017 thru May 31, 2017 in the amount of \$430,884.18 (Check #64481 thru # 64682).
- 7) Old Business
 - A. Veranda Addition Zoning extension
- 8) New Business
 - A. Housing Incentive (Frederick Wiedemann)
 - B. BRB Contract
 - C. Cornejo Contract
 - D. Mies Construction Contract
 - E. 2018 Budget Process & Discussion

**MAIZE CITY COUNCIL
REGULAR MEETING
AGENDA
June 19, 2017**

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

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, May 15, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **May 15, 2017** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Karen Fitzmier, Donna Clasen, Pat Stivers and Alex McCreath**. **Kevin Reid** was absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes – Regular Council Meeting of April 10, 2017.
- b) Receive and file the Planning Commission minutes of January 12, 2017.
- c) Receive and file the Park & Tree Board minutes of March 14, 2017 and April 11, 2017.
- d) Cash Disbursements from April 1, 2017 through April 30, 2017 in the amount of \$440,884.19 (Check #64319 through #64480).

MOTION: **Clasen** moved to approve the Consent Agenda with changes to the April 10, 2017 Council minutes:

1. **Consent Agenda** – correct Check #6416 to Check #64167
2. **Consent Agenda** – Add c) Cereal Malt Beverage Application for Maize Hotel, LLC April 10- December 31, 2017
3. **2016 Independent Auditors Report:**
Stan Busby with Busby, Ford & Reimer submitted the independent auditor's report for the year ended December 31, 2016 and the MPBC Summary Financial Information for the period January 1, 2005 through December 31, 2016 for receipt and file.

Clasen moved to receive and file the 2016 Independent Auditors' Report for the year ended December 31, 2016 and MPBC Summary Financial Report for the period January 1, 2005 through December 31, 2016 prepared by Busby, Ford & Reimer, LLC.

McCreath seconded. Motion declared carried.

McCreath seconded. Motion declared carried.

MAIZE INDUSTRIAL PARK 2ND ADDITON PETITIONS AND RESOLUTIONS OF ADVISABILITY:

Petitions and resolutions of advisability for paving, water and sanitary sewer improvements in the Maize Industrial Park 2nd Addition were submitted for Council approval.

MOTION: **Clasen** moved to accept the petitions for the Maize Industrial Park 2nd Addition in the total amount of \$979,800 and adopt the resolutions of advisability for the Maize Industrial Park 2nd Addition.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #591-17 (Paving), #592-17 (Water) and #593-17 (Sanitary Sewer)

MAIZE INDUSTRIAL PARK 2ND ADDITION ENGINEERING CONTRACT:

An contract with K.E. Miller Engineering for engineering services at the Maize Industrial Park 2nd Addition was submitted for Council approval.

MOTION: *Clasen* moved to approve the K.E. Miller Engineering contract for Maize Industrial Park 2nd Addition in amounts not to exceed \$32,000 for design an \$32,000 for construction services and authorize the Mayor to sign.
Stivers seconded. Motion declared carried.

CITY ELECTIONS – NOMINATION BY PETITION:

An ordinance to allow a person to file for City office by submitting a petition with a minimum of 5% of the qualified electors of the City was submitted for Council approval.

MOTION: *Clasen* moved to adopt the ordinance repealing Sections 6-101, 6-102, 6-103 and 6-104 of the City of Maize Code allowing a person to become a candidate for City office by filing a nomination petition.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Ordinance #934.

BRAIK BROTHERS CONTRACT:

A contract with Braik Brothers Tree Care and Green Waste Recycling, LLC to mulch and haul off tree branches and brush at the City Yards was submitted for Council approval.

MOTION: *Clasen* moved to approve the Braik Brothers Tree Care and Green Waste Recycling, LLC contract and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

MAYOR'S APPOINTMENTS:

Mayor Donnelly recommended the appointment of Dennis Wardell to the Maize Recreation Commission for a 4-year term ending May 31, 2021 and the re-appointments of Dennis Wardell and Marina Fulton to the Park and Tree Board for 3-year terms ending May 31, 2020 and Brian Aubuchon and Jennifer Herrington to the Planning Commission for three year appointments expiring May 31, 2020.

MOTION: *Fitzmier* moved to approve the Mayor's appointment to the Maize Recreation Commission and the re-appointments to the Maize Park and Tree Board and Planning Commission.
Stivers seconded. Motion declared carried.

EXECUTIVE SESSION:

Mayor Donnelly requested a 30-minute executive session with the City Attorney to discuss non-elected personnel.

MOTION: *Clasen* moved to enter executive session with the City Attorney from 8:15 pm until 8:45 pm to discuss non-elected personnel.
Fitzmer seconded.

Council entered executive session at 8:15 pm and reconvened the regular meeting at 8:45 pm. No action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Wednesday, May 31, 2017**

The Maize City Council met in a special meeting at 11:00 a.m., **Wednesday, February 1, 2017** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Councilmembers present were **Donna Clasen**, **Karen Fitzmier** and **Alex McCreath**. **Pat Stivers** and **Kevin Reid** were absent.

Also present were: **Richard LaMunyon**, City Administrator; **Rebecca Bouska**, Deputy City Administrator; **Jocelyn Reid** City Clerk, **Sue Villarreal**, City Treasurer and **Jolene Graham**, Executive Assistant and **Ron Smothers**, Public Works Director.

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

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

WASTEWATER PLANT EXPANSION BIDS:

Bids for general contractor services for the wastewater plant expansion were submitted for Council consideration. BRB Contractors submitted the low bid of \$4,900,000. Utility Contractors submitted a bid of \$4,989,500.

MOTION: **Fitzmier** moved to accept the BRB Contractors low bid of \$4,900,000 and notify BRB to prepare a contract for the general contractor services for the Wastewater Treatment Improvement Project. The completed contract will be considered at the June 19, 2017 Council meeting.
McCreath seconded. Motion declared carried 2-1 with **Clasen** voting no.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, APRIL 6, 2017**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, April 6, 2017, for a Regular Meeting with *Mike Burks*, presiding. The following Planning Commission members were present: *Mike Burks, Andy Sciolaro, Dennis Downes* and *Jennifer Herington*. Not present were *Bryant Wilks and Bryan Aubuchon*. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer; *Pat Heim*, Applicant; *Kirk Miller*, K.E. Miller Engineering, *Graham Smith*, Gould Evans.

APPROVAL OF MINUTES

MOTION: *Sciolaro* moved to approve the January 12, 2017 minutes as presented.
Herington seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

BZA-V-01-017 Variance to allow the construction of a carport within the 25-foot^t front building setback at 204 S Park

Heim was present and explained he and his wife have health issues and would like to have the carport for ease of access from their vehicle to their home.

Edgington explained that the carport would not have a negative effect on adjacent property owners because there are other carports placed similarly within the neighborhood and none of the neighbors came forward to protest.

Sciolaro suggested a stipulation that the carport be removed if property changes ownership.

MOTION: *Herington* moved to approve BZA-V-01-017 variance request based on staff recommendations which support the following five conditions of the Zoning Code and K.S.A. 12-759 (e) of the state statutes:

1. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the zoning district, and is not created by an action or actions of the property owner or applicant: **The configuration and size of this lot does not allow for the construction of a carport at any other location.**
2. That granting of the variance will not adversely affect the rights of adjacent property owners or residents: **The granting of the variance would have no negative effect on adjacent property owners.**
3. That strict application of the provisions of these regulations from which a variance is requested will constitute unnecessary hardship upon the property owner

represented in the application: **The owners will be unable to protect and access their vehicle without the variance.**

4. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare: **The granting of the variance would have no negative affect on public health, safety, morals, order, convenience, prosperity or general welfare.**
5. That granting the variance desired will not be opposed to the general spirit and intent of the Zoning Code. **The granting of the variance will not be opposed to the general spirit and intent of the Zoning Code.**

Wilks seconded the motion.

Burks requested a roll call vote to approve BZA-V-01-017 with the following results:

Burks – yes

Sciolaro - no

Downes - yes

Herington – yes

Motion carried. 3 – yes, 1- no (*Sciolaro*)

Z-01-017 Zone change for approximately 19.6 acres north of 53rd Street north and west of 119th Street West from SF-5 Single-Family Residential to LI Limited Industrial

Edgington explained that the property is adjacent to the industrial park. The developer would like to enlarge the industrially zoned property to include this area for future expansion.

MOTION: *Sciolaro* moved to approve Z-01-017 zone change request and recommend approval to the City Council based on the following findings:

1. The zoning, uses and character of the neighborhood: This property is located within an area that is currently mixed-use in character with industrial, and agricultural uses.
2. The suitability of the subject property for the uses to which it has been restricted: The property is currently being farmed but has much higher development potential as an industrial park.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: LI zoning at this location would require screening from any adjacent residential and is in keeping with other neighboring land uses.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The City of Maize Comprehensive Plan recommends this property for industrial use. The nature of the proposed use is in compliance with this recommendation and is appropriate given the property's proximity to the existing similar uses.

5. Impact of the proposed development on community facilities: The requested zone change would introduce a somewhat more intensive land use to the area. Existing public streets are capable of handling this type of use.

Downes seconded the motion.

Burks requested a roll call vote to approve Z-01-017 with the following results:

Burks – yes

Sciolaro - yes

Downes - yes

Herington – yes

Motion carried unanimously.

S/D-01-017 – Final plat for Maize Industrial 2nd Addition

Miller stated that the road would be to the west of Reiloy and west of existing fire hydrants.

Edgington stated that the final drainage plan will be approved by the City Engineer prior to review of the Council.

MOTION: *Harington* moved to approve S/D 01-017 Final Plat Maize Industrial Park 2nd Addition subject to the following staff comments:

- A. City water and sewer services will be available to serve the site.
- B. A final drainage plan approved by the City Engineer shall be on file with the City prior to the plat being reviewed by the Governing Body.
- C. Dates on all of the title blocks should be revised to “2017.”
- D. The names of the Planning Commission Chair and Secretary should be revised to Bryan Aubuchon, Chair and Dennis Downes, Secretary.
- E. A certified copy of a title report shall be submitted to the City prior to the plat being reviewed by the Governing Body.
- F. Minimum pad elevations shall be listed for each lot.
- G. 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.
- H. Plat shall include a statement as to the nature and type of improvements proposed for the subdivision, and in what manner the subdivider intends to finance and provide for their installation, e.g. petition, actual construction, monetary guarantee, etc.

- I. 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 along with the final plat.
- J. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the final plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- K. This property is in Area C on the FEMA flood map, not in the floodplain.
- L. 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.)
- M. 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.
- N. 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 wind 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.
- O. Recording of the plat within thirty (30) days after approval by the City Council.
- P. The applicant is reminded that flash drive shall be submitted with the final plat tracing to the City of Maize detailing this plat in digital format in AutoCAD, or sent via e-mail to svillareal@cityofmaize.org. This will be used by the County GIS Department.

Sciolaro seconded the motion.

Burks requested a roll call vote to approve S/D-01-017 with the following results:

Burks – yes

Sciolaro - yes

Downes - yes

Herington – yes

Motion carried unanimously.

REVIEW COMPREHENSIVE PLAN SURVEY

Smith presented the results of the survey to the Commissioners. He also presented a draft statement of visions and goals. Additional updates will be made in the following months and may also include a second survey.

ADJOURNMENT:

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

Meeting adjourned at 8:43 PM.



Sue Villarreal
Recording Secretary



Mike Burks
Vice Chairman

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
Tuesday, May 9th, 2017**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, May 9th, 2017 with *Chair Jennifer Herington* presiding. Board members present were *Vice-Chair Dennis Wardell, Secretary Marina Fulton, Joshua Belcher, Nancy Scarpelli,* and *Patrick Atchison.* *Hugh Nicks* was absent.

Also present was: *Richard LaMunyon,* City Administrator and *Jolene Graham,* Recording Secretary.

APPROVAL OF AGENDA:

The Agenda was submitted for Board approval.

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

APPROVAL OF THE APRIL 11TH, 2017 MINUTES:

The Park and Tree Board Meeting Minutes of April 11th, 2017 were submitted for approval.

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

2017 GARDEN TOUR

Final plans and coordination efforts were made for the Garden Tour on June 10th and 11th, 2017. Corporate sponsorships of advertising and giveaways are complete. Volunteers from the Park and Tree board and from a local Girl Scout troop will work the event.

MONARCH WAYSTATION CERTIFICATION

A Monarch butterfly habitat was established in 2016 in the Maize Cemetery. The goal of this project is to demonstrate the use of native plants that support butterflies in landscaping. The board discussed efforts needed to obtain certification through a national registry.

TREE CITY USA CERTIFICATION

Maize was a designated Tree City USA member through the National Arbor Day Foundation and the National Association of State Foresters in the past. Four standards must be met by a City for this designation: 1) A Tree Board, 2) A Tree Care ordinance, 3) A Community Forestry Program with an annual budget of at least \$2 per capita and 4) and Arbor Day observance and

Proclamation. The board discusses options to move forward on submitting the application to put Maize back on the list.

COMMUNITY SURVEY FOR CITY PARK AMPHITHEATRE

The board discussed obtaining community input for a Amphitheatre in City Park. Options such as coordinating these efforts with the Gould Evans citywide comprehensive plan update as well as with the upcoming Ballet in the Park and the Glenn Alexander concerts in September were discussed.

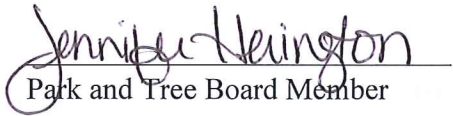
ADJOURNMENT:

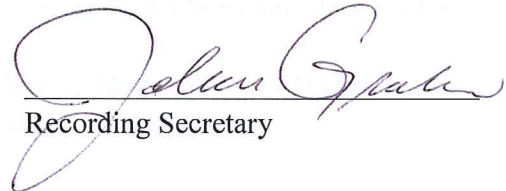
With no further business before the Board:

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

Meeting adjourned at 6:29pm

Approved by the Park and Tree Board on 6/13 2017.


Park and Tree Board Member


Recording Secretary

CITY OF MAIZE
Cash and Budget Position
Thru May 31, 2017

| FUND | NAME | BEGINNING | MONTH | MONTH | END MONTH | ANNUAL | YTD | YTD | REMAINING | REMAINING |
|----------------------|-----------------------------------|------------------------|----------------------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------|
| | | CASH BALANCE | RECEIPTS | DISBURSEMENTS | CASH BALANCE | EXPENSE BUDGET | REVENUE | EXPENSE | EXPENSE BUDGET | BUDGET PERCENTAGE |
| 01 | General Fund | \$ 589,603.34 | \$ 140,327.25 | \$ 361,746.46 | \$ 368,184.13 | \$ 3,375,058.00 | \$ 1,743,739.73 | \$ 1,602,840.87 | \$ 1,772,217.13 | 52.51% |
| 02 | Street Fund | 178,313.50 | 12,500.00 | 28,021.11 | 162,792.39 | 308,050.00 | 135,613.66 | 126,566.58 | 181,483.42 | 58.91% |
| 04 | Capital Improvements Fund | (53,893.16) | 94,082.14 | 8,360.88 | 31,828.10 | 650,000.00 | 249,479.89 | 305,901.20 | 344,098.80 | 52.94% |
| 05 | Long-Term Projects | (395,659.02) | - | 55,364.50 | (451,023.52) | - | 459,555.00 | 842,051.82 | | |
| 10 | Equipment Reserve | 78,561.08 | 11,732.03 | 3,365.00 | 86,928.11 | 136,000.00 | 59,628.75 | 69,039.93 | 66,960.07 | 49.24% |
| 11 | Police Training Fund | 4,509.40 | 698.76 | - | 5,208.16 | 2,000.00 | 2,912.26 | 1,250.94 | 749.06 | 37.45% |
| 12 | Municipal Court Fund | 33,253.66 | 2,494.84 | 750.00 | 34,998.50 | - | 12,628.99 | 5,043.30 | | |
| 16 | Bond & Interest Fund | 726,330.69 | 55,389.45 | - | 781,720.14 | 2,425,096.00 | 1,043,902.65 | 380,329.34 | 2,044,766.66 | 84.32% |
| 19 | Wastewater Reserve Fund | 181,765.84 | 7,239.90 | - | 189,005.74 | - | 31,269.24 | 10,261.76 | | |
| 20 | Wastewater Treatment Fund | 757,939.19 | 73,021.82 | 73,135.32 | 757,825.69 | 768,863.00 | 359,328.51 | 323,069.73 | 445,793.27 | 57.98% |
| 21 | Water Fund | 576,403.55 | 73,502.93 | 91,105.89 | 558,800.59 | 779,925.00 | 378,429.76 | 353,180.07 | 426,744.93 | 54.72% |
| 22 | Water Reserve Fund | 176,961.31 | 3,000.00 | - | 179,961.31 | - | 15,000.00 | 6,187.50 | | |
| 23 | Water Bond Debt Reserve Fund | 268,000.00 | - | - | 268,000.00 | - | - | - | | |
| 24 | Wastewater Bond Debt Reserve Fund | 147,800.09 | - | - | 147,800.09 | - | - | - | | |
| 32 | Drug Tax Distribution Fund | 2,404.57 | - | - | 2,404.57 | - | - | - | | |
| 38 | Cafeteria Plan | 941.41 | 1,536.47 | 269.70 | 2,208.18 | - | 8,031.42 | 4,892.70 | | |
| 98 | Maize Cemetery | 141,995.34 | 2,279.13 | 5,914.59 | 138,359.88 | 150,948.00 | 11,572.70 | 20,569.53 | 130,378.47 | 86.37% |
| Report Totals | | \$ 3,415,230.79 | \$ 477,804.72 | \$ 628,033.45 | \$ 3,265,002.06 | \$ 8,595,940.00 | \$ 4,511,092.56 | \$ 4,051,185.27 | \$ 5,413,191.81 | 62.97% |

CITY OF MAIZE
Bank Reconciliation Report
For May 2017

Fund Balances

| FUND | NAME | BEGIN | | | END | |
|------------------------|-----------------------------------|------------------------|----------------------|----------------------|------------------------|--|
| | | PERIOD | RECEIPTS | DISBURSEMENTS | PERIOD | |
| 01 | General Fund | \$ 589,603.34 | \$ 140,327.25 | \$ 361,746.46 | \$ 368,184.13 | |
| 02 | Street Fund | 178,313.50 | 12,500.00 | 28,021.11 | \$ 162,792.39 | |
| 04 | Capital Improvements Fund | (53,893.16) | 94,082.14 | 8,360.88 | 31,828.10 | |
| 05 | Long-Term Projects | (395,659.02) | - | 55,364.50 | (451,023.52) | |
| 10 | Equipment Reserve Fund | 78,561.08 | 11,732.03 | 3,365.00 | 86,928.11 | |
| 11 | Police Training Fund | 4,509.40 | 698.76 | - | 5,208.16 | |
| 12 | Municipal Court Fund | 33,253.66 | 2,494.84 | 750.00 | 34,998.50 | |
| 16 | Bond & Interest Fund | 726,330.69 | 55,389.45 | - | 781,720.14 | |
| 19 | Wastewater Reserve Fund | 181,765.84 | 7,239.90 | - | 189,005.74 | |
| 20 | Wastewater Treatment Fund | 757,939.19 | 73,021.82 | 73,135.32 | 757,825.69 | |
| 21 | Water Fund | 576,403.55 | 73,502.93 | 91,105.89 | 558,800.59 | |
| 22 | Water Reserve Fund | 176,961.31 | 3,000.00 | - | 179,961.31 | |
| 23 | Water Bond Debt Reserve Fund | 268,000.00 | - | - | 268,000.00 | |
| 24 | Wastewater Bond Debt Reserve Fund | 147,800.09 | - | - | 147,800.09 | |
| 32 | Drug Tax Distribution Fund | 2,404.57 | - | - | 2,404.57 | |
| 38 | Cafeteria Plan | 941.41 | 1,536.47 | 269.70 | 2,208.18 | |
| 98 | Maize Cemetery | 141,995.34 | 2,279.13 | 5,914.59 | 138,359.88 | |
| Totals All Fund | | \$ 3,415,230.79 | \$ 477,804.72 | \$ 628,033.45 | \$ 3,265,002.06 | |

Bank Accounts and Adjustments

| | | | | |
|------------------------------------|------------------------|----------------------|----------------------|------------------------|
| Halstead Checking Account | \$ 522,993.99 | \$ 373,460.56 | \$ 487,346.49 | \$ 409,108.06 |
| Outstanding Items | | | | \$ (97,412.02) |
| Halstead Bank Money Market Account | 2,812,692.80 | 2,253.34 | - | 2,814,946.14 |
| Maize Cemetery CD 85071 | 91,762.65 | - | - | 91,762.65 |
| Maize Cemetery Operations | 50,232.69 | 2,279.13 | 5,914.59 | 46,597.23 |
| Totals All Banks | \$ 3,477,682.13 | \$ 377,993.03 | \$ 493,261.08 | \$ 3,265,002.06 |

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 19, 2017**

AGENDA ITEM #7A

ITEM: Extension of time for required platting associated with Z-04-011

BACKGROUND: A Zone change request for approximately 41 acres of property on the west side of 119th Street approximately 600 feet south of 37th Street North was approved by the City Council at the end of 2011. The zoning was changed from SF-5 Single-Family Residential to Multi-Family Residential (MF-18) and Limited Commercial (LC). A condition of the zone change was that the property be platted within two years. A preliminary plat for this property was approved as Veranda Addition by the Planning Commission in July of 2012. Subsequently the Council approved a two-year extension of the platting requirement in November of 2014. Since that time the property has changed ownership and continues to be marketed for multi-family residential and commercial development.

At this time the developer has requested a 3-year extension for the required platting. In other surrounding municipalities the requirement for platting as a condition of zoning has been eliminated. Staff is suggesting that the Planning Commission and Council consider adopting a similar policy. This issue has arisen several times in the past 10 years and if eliminated would serve to finalize zoning at the time of adoption by the Council.

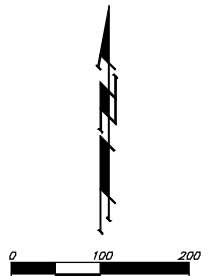
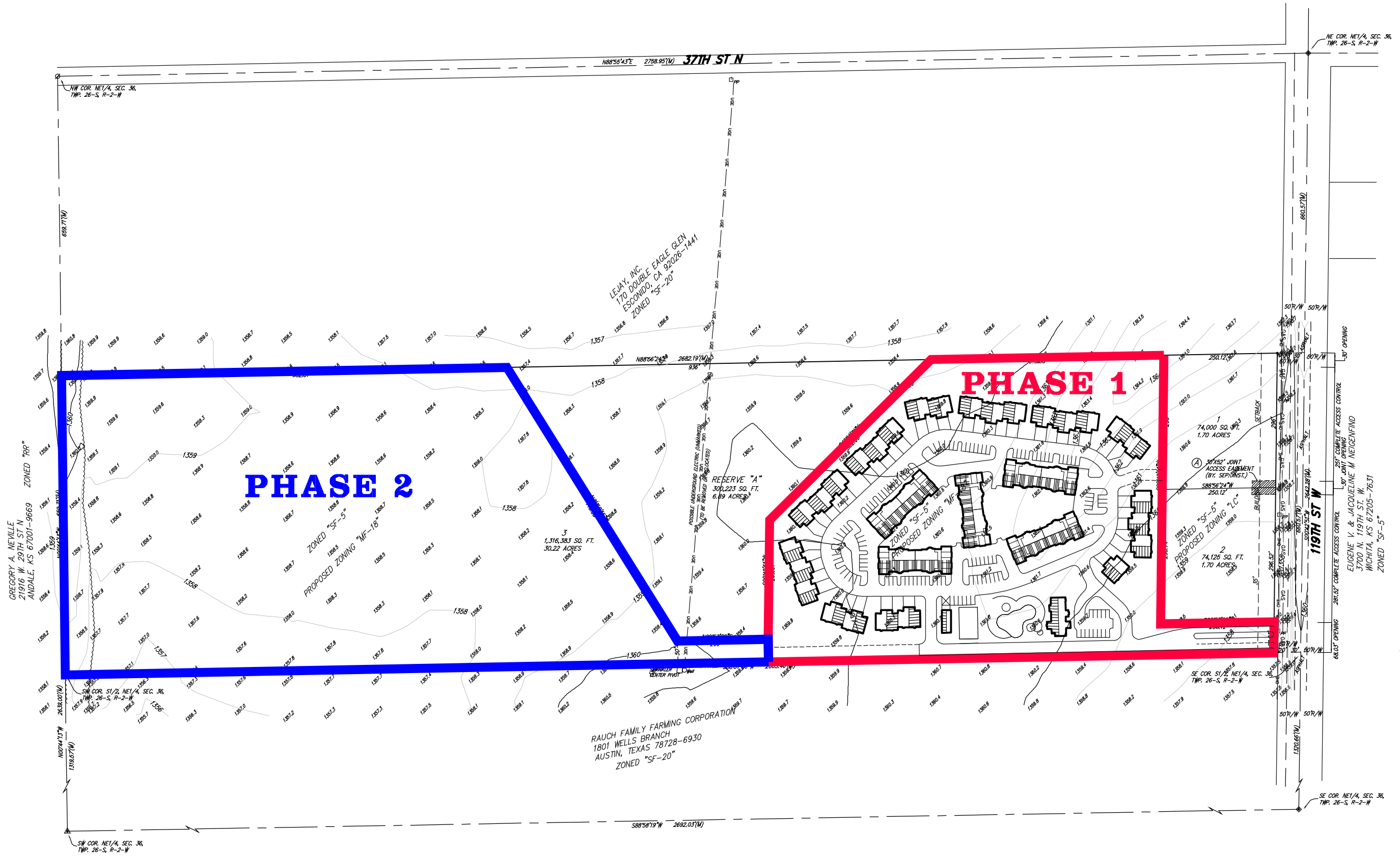
Due to the time it is taking for deals to develop in the current economy and in light of the prospective sale of this property staff recommends that a three year extension of time be granted for the completion of platting on this property.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATIONS: None

RECOMMENDATION/ACTION: Grant an additional three years for completion of platting for zone change case Z-04-011.

PRELIMINARY PLAT
VERANDA ADDITION
 MAIZE, SEDGWICK COUNTY, KANSAS



DATE OF PREPARATION: 11 MARCH 2012
 DATE OF TOPOGRAHS: 29 FEBRUARY 2012
 CONTOUR INTERVALS = 1 FOOT

OWNER:
 LEJAY, INC.
 170 DOUBLE EAGLE GLEN
 ESCONIDO, CA 92026-1441

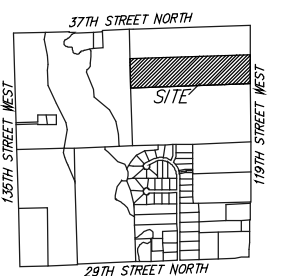
CONTRACT PURCHASER/DEVELOPER:
 WGR, LLC
 2116 EAST CENTRAL
 WICHITA, KS 67214

LEGAL DESCRIPTION:
 THE SOUTH HALF OF THE NORTH HALF OF THE
 NORTHEAST QUARTER OF SECTION 36, TOWNSHIP
 26-SOUTH, RANGE-2-WEST OF THE 6TH
 PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS

BENCHMARK:
 SMALL RAILROAD SPIKE IN POWER POLE 100'
 SOUTH OF NE CORNER OF LOT 2.
 ELEVATION = 1361.03 (NAVD88)

- PP □ = Power Pole
- EB □ = Electric Box
- HW ○ = Cased Well
- OHE — OVERHEAD BEEPING LINE
- UTL — UNDERGROUND UTILITY LINE
- USE — UNDEVELOPED
- = #4 REBAR W/ "SAVIO" CAP (FOUND)
- = #4 REBAR W/ "BAUGHMAN" CAP (SET)
- ⊕ = #5 REBAR W/ "GARBER" CAP IN THIMBLE (FOUND)
- ⊗ = #4 REBAR W/ "SREB" CAP (FOUND)
- ⊙ = 3/4" IRON (FOUND)
- (M) = MEASURED
- (C) = CALCULATED

RESERVE "A" IS RESERVED FOR OPEN SPACE,
 LANDSCAPING, LAKES, BERMS, DRAINAGE PURPOSES,
 AND UTILITIES AS CONTAINED TO EASEMENTS.



VICINITY MAP
 SEC. 36, T26S, R2W

NOTE:
 A drainage plan has been developed for this subdivision and is on file with
 the City of Maize, City of Maize, Kansas. It is to be deposited or as
 modified with the approval of the City Engineer of the City of Maize, Kansas.
 No obstructions which impede the flow of this drainage plan shall be allowed.

Regular Council Meeting June 19, 2017

VERANDA ADDITION
 15 MARCH 2012

Baughman Company, P.A.
 315 Ellis St., Wichita, KS 67202-1419 F 316-262-0149

Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\PROJECTS\VERANDA\ADDITION_12.02.P856\VERANDA.PDWGRK

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 19, 2017**

AGENDA ITEM #8A

ITEM: HOUSING INCENTIVE (WIEDEMANN)

BACKGROUND:

In the spring of 2016, Frederick Wiedemann requested reimbursements of the 2015 property tax for two properties under the City's 10 year "2011/2012 Housing Incentive Plan." It is highly unusual to have two requests from one owner. Upon inquiry, staff determined that while Mr. and Mrs. Wiedeman did indeed build two properties in Maize, the home at 4882 N. Emerald Court had since become a rental property. Mr. Wiedemann indicated that he had been unable to successfully sell their home on Emerald Court before the completion of their new home at 4114 Stone Barn St. in Fiddler's Cove.

Under the City's "2011/2012 Housing Incentive Plan," it excludes properties that are being rented under Section "III. Definitions":

(G) "Qualified Resident" means the record owner of the Property, which may be the commercial builder of the subject residence or the resident owner of the subject residence. Owners of record who rent the Property to unrelated third-parties are not eligible for the Grant.

A reimbursement was granted for the 2015 taxes at 4882 N. Emerald Court as it was eligible for the 2015 property tax reimbursement. However, the Emerald Court property would not be eligible for the 2016 tax reimbursement due to it becoming a rental property for Mr. Wiedemann during that year. A letter dated May 26, 2016 from staff to Mr. and Mrs. Weidemann is attached relaying this determination.

On June 1st, 2017, staff visited with Mr. Weidemann and he presented his case via the attached letter, asking for a re-consideration of reimbursing the Emerald Court property's 2016 property tax. Staff referred to policy and again denied reimbursement of 2016's property tax for the Emerald Court property. Mr. Weidemann respectfully asked to appear before Council regarding the matter.

FINANCIAL CONSIDERATIONS:

An exception to the policy to include rental properties would increase the annual amount budgeted for the housing incentive program.

Possible back reimbursements may be owed to other owners of rental properties that have been denied.

LEGAL CONSIDERATIONS:

There may be potential legal considerations if policy is amended.

RECOMMENDATION/ACTION:

Policy exceptions are at the Council's discretion.

Frederick T. Wiedemann
4114 N Stone Barn St
Maize, KS 67101
316-680-6573
wiedemannfamily@sbcglobal.net
June 1, 2017

City of Maize
10100 W Grady Ave.
P.O. Box 245
Maize, KS 67101

Dear City of Maize:

This letter is to ask you to reconsider what I was told about receiving the tax incentive for my property at 4882 N. Emerald Ct. I was told last year that my request for the tax rebate would be denied in future years because I am renting the property. I also own the property at 4114 N. Stone Barn St. I am asking you to reconsider this statement and allow me to receive the tax incentive rebate for both properties because I own both properties, pay the mortgage, insurance, special assessment and tax payments on both properties, and because your memo, dated 10-2-14, does not differentiate. It simply states,

“The ten-year grant/tax plan provides new homeowners a refund of paid Maize annual taxes on a sliding scale. The first three years is a 100% refund, the next three years is an 80% refund, the next two years is a 60% refund and the final two years is a 40% refund. The incentive is bound to the property and can be transferred if the property is sold during the grant period.”

I have included the portion of your 10-2-14 memo containing this statement, a copy of the monthly mortgage statement for 4882 N. Emerald Ct. with a copy of this month's rental check demonstrating the rent I am charging does not even cover the full mortgage payment, and a copy of the May mortgage statement showing the taxes were paid in full, which I should be reimbursed.

The bottom line is I own two single-family dwellings in Maize and I am not renting for profit, obviously! I had the property on the market for almost a year and could not sell it, so I decided to rent it for a period of time in order to assist in maintaining the property and with cash flow, not to make a profit. I have done the city of Maize a service by making this decision as opposed to letting it sit empty or selling it for a low price, hurting other's property values. I will be putting the property back on the market by the end of 2017 at the latest.

I look forward to hearing of your positive decision in order to do what is right.

Sincerely,

Frederick T. Wiedemann



MEMO:

DATE: 10-2-14
TO: Mayor and Council Members
FROM: Staff

SUBJECT: Economic Development Tax Incentives

The current housing incentive program was implemented in August 2011. Its purpose was to assist and stabilize a struggling housing market. Builders and developers were on the verge of defaulting due to a stagnant housing market and the City at large would have been responsible for the special tax debt incurred by these developers.

The ten-year grant/tax plan provides new homeowners a refund of paid Maize annual taxes on a sliding scale. The first three years is a 100% refund, the next three years is an 80% refund, the next two years is a 60% refund and the final two years is a 40% refund. The incentive is bound to the property and can be transferred if the property is sold during the grant period. The program has been reviewed during the past four years and extended through 2014. Currently 159 homes have qualified for the incentive program. This number does not reflect a majority of the 2014 home permits that have been issued.

The program has been very successful and resulted in the largest increase in new home starts in the history of Maize. In fact, during this incentive period, per-capita, Maize has had more housing starts than any other city in the State, by far. This strategy has established the base for the continuing growth in the city's assessed valuation, the increase in population and the strong balance of the City's financial growth and stability.

The current housing market has improved since 2011, but still requires monitoring and review. Maize taxes still remain 31-mills higher than Wichita, which is our primary competitor in the housing market. Additionally, the majority of the seven housing developments in Maize are getting close to exhausting their lot supplies. So it is anticipated that, regardless of the housing incentives in place, the overall number of housing starts will begin to decrease. It is further expected that the housing market in Maize will remain sturdy and above average when compared to other cities. Attached is a chart showing the number of housing starts from 2008 through September 2014. (*Attachment A*)

After review, Staff is recommending the Council consider modifying the current 10-year tax incentive program to a 5-year tax incentive program beginning on January 1, 2015. This program could be implemented for 1 or 2 years subject to review at any time. The 5-year plan would provide three-years at 100% refund, the fourth year at 75% refund and

Property Taxes and Appraisals

4882 N EMERALD CT MAIZE

Property Description

| | |
|--------------------------------|--|
| Legal Description | LOT 36 BLOCK 1 EMERALD SPRINGS ADD |
| Owner | WIEDEMANN FREDERICK T & GINA R |
| Mailing Address | 4114 N STONE BARN ST MAIZE KS 67101-4118 |
| Geo Code | PK MA017940003 |
| PIN | 00589910 |
| AIN | 085210340105200 |
| Tax Unit | 6201 200 MAIZE U-266-PC-CFDPKMA |
| Land Use | 1101 Single family detached dwelling |
| Market Land Square Feet | 12,586 |
| Total Acres | .29 |
| 2017 Appraisal | \$271,800 |
| 2017 Assessment | \$31,258 |

Residential Structure Characteristics

| | |
|----------------------------------|---|
| Year Built | 2009 |
| Bedrooms | 4 |
| Living Sq. Ft. | 1,740 |
| Full Baths | 3 |
| Half Baths | |
| Architectural Style | Ranch |
| Basement Sq. Ft. | 1,699 |
| Finished Basement Sq. Ft. | 1,387 |
| Basement Type | Viewout - 6 |
| Condition | AVERAGE |
| More Details | View the Property Record Card for full property details |

Appraisal Values

| Year | Class | Land | Improvements | Total | Change |
|------|-------------|----------|--------------|-----------|--------|
| 2017 | Residential | \$56,900 | \$214,900 | \$271,800 | +2% |
| 2016 | Residential | \$56,900 | \$210,100 | \$267,000 | |
| 2015 | Residential | \$56,900 | \$210,100 | \$267,000 | |
| 2014 | Residential | \$56,900 | \$210,100 | \$267,000 | |
| 2013 | Residential | \$56,900 | \$210,100 | \$267,000 | |
| 2012 | Residential | \$56,900 | \$210,100 | \$267,000 | -1% |
| 2011 | Residential | \$58,200 | \$212,100 | \$270,300 | -5% |
| 2010 | Residential | \$30,000 | \$253,350 | \$283,350 | |

| | | | | | |
|------|--------------|------|-----|------|------|
| 2009 | Agricultural | \$50 | \$0 | \$50 | -17% |
| 2008 | Agricultural | \$60 | \$0 | \$60 | |

Assessment Values

| Year | Class | Land | Improvements | Total | Change |
|------|--------------|---------|--------------|----------|--------|
| 2017 | Residential | \$6,544 | \$24,714 | \$31,258 | +2% |
| 2016 | Residential | \$6,544 | \$24,162 | \$30,706 | |
| 2015 | Residential | \$6,544 | \$24,162 | \$30,706 | |
| 2014 | Residential | \$6,544 | \$24,162 | \$30,706 | |
| 2013 | Residential | \$6,544 | \$24,162 | \$30,706 | |
| 2012 | Residential | \$6,544 | \$24,162 | \$30,706 | -1% |
| 2011 | Residential | \$6,693 | \$24,392 | \$31,085 | -5% |
| 2010 | Residential | \$3,450 | \$29,135 | \$32,585 | |
| 2009 | Agricultural | \$15 | \$0 | \$15 | -17% |
| 2008 | Agricultural | \$18 | \$0 | \$18 | |

2016 Tax Year Special Assessments

| Project | Description | Principal | Interest | Total |
|---------------|--|---------------------------|-----------------|-------------------|
| | | Totals: \$1,065.91 | \$688.96 | \$1,759.75 |
| 2639 F | COUNTY SOLID WASTE SOLID WASTE USER FEE | \$0.00 | \$0.00 | \$4.88 |
| CITY OF MAIZE | EMERALD SPRINGS ADD PAVING IMPROVEMENTS | \$436.68 | \$281.53 | \$718.21 |
| CITY OF MAIZE | EMERALD SPRINGS ADD WATER DISTRIBUTIION IMPROVEMENTS | \$158.11 | \$101.94 | \$260.05 |
| CITY OF MAIZE | EMERALD SPRINGS PHASE 1 SEWER | \$334.74 | \$217.05 | \$551.79 |
| CITY OF MAIZE | EMERALD SPRINGS PHASE 1 STORM WATER | \$136.38 | \$88.44 | \$224.82 |

2017 Tax Year Special Assessments

| Project | Description | Principal | Interest | Total |
|---------------|--|---------------------------|-----------------|-------------------|
| | | Totals: \$1,065.91 | \$670.67 | \$1,736.58 |
| CITY OF MAIZE | EMERALD SPRINGS ADD PAVING IMPROVEMENTS | \$436.68 | \$272.79 | \$709.47 |
| CITY OF MAIZE | EMERALD SPRINGS ADD WATER DISTRIBUTIION IMPROVEMENTS | \$158.11 | \$98.77 | \$256.88 |
| CITY OF MAIZE | EMERALD SPRINGS PHASE 1 SEWER | \$334.74 | \$212.52 | \$547.26 |
| CITY OF MAIZE | EMERALD SPRINGS PHASE 1 STORM WATER | \$136.38 | \$86.59 | \$222.97 |

2017 Through Payout Special Assessments

| Project | Description | Begin Yr. | End Yr. | Principal | Interest | Total |
|---------------|---|-----------|---------|----------------------------|-------------------|--------------------|
| | | | | Totals: \$20,651.38 | \$6,679.50 | \$27,330.88 |
| CITY OF MAIZE | EMERALD SPRINGS ADD PAVING IMPROVEMENTS | 2013 | 2032 | \$8,258.32 | \$2,744.36 | \$11,002.68 |
| CITY OF MAIZE | EMERALD SPRINGS ADD WATER DISTRIBUTIION | 2013 | 2032 | \$2,990.15 | \$993.67 | \$3,983.82 |

| | | | | | | | | |
|---------|-------------------------------------|------|------|------------|------------|------------|--|--|
| MAIZE | IMPROVEMENTS | | | | | | | |
| CITY OF | EMERALD SPRINGS PHASE 1 SEWER | 2012 | 2031 | \$6,680.93 | \$2,089.95 | \$8,770.88 | | |
| MAIZE | | | | | | | | |
| CITY OF | EMERALD SPRINGS PHASE 1 STORM WATER | 2012 | 2031 | \$2,721.98 | \$851.52 | \$3,573.50 | | |
| MAIZE | | | | | | | | |

Tax Billings

| Tax Year | Tax Rate | General Tax | Specials Tax | Interest | Fees | Total | Paid | Balance |
|----------|------------|-------------|--------------|----------|--------|------------|------------|---------|
| 2016 | 154.902000 | \$4,710.44 | \$1,759.75 | \$0.00 | \$0.00 | \$6,470.19 | \$6,470.19 | \$0.00 |
| 2015 | 156.862000 | \$4,770.62 | \$1,743.80 | \$0.00 | \$0.00 | \$6,514.42 | \$6,514.42 | \$0.00 |
| 2014 | 155.148437 | \$4,717.99 | \$1,766.63 | \$0.00 | \$0.00 | \$6,484.62 | \$6,484.62 | \$0.00 |
| 2013 | 156.743088 | \$4,766.96 | \$1,821.70 | \$0.00 | \$0.00 | \$6,588.66 | \$6,588.66 | \$0.00 |
| 2012 | 153.816849 | \$4,677.11 | \$781.41 | \$0.00 | \$0.00 | \$5,458.52 | \$5,458.52 | \$0.00 |
| 2011 | 153.557585 | \$4,727.36 | \$5.70 | \$0.00 | \$0.00 | \$4,733.06 | \$4,733.06 | \$0.00 |
| 2010 | 152.070791 | \$4,909.24 | \$5.70 | \$0.00 | \$0.00 | \$4,914.94 | \$4,914.94 | \$0.00 |
| 2009 | 149.356000 | \$2.24 | \$0.00 | \$0.00 | \$0.00 | \$2.24 | \$2.24 | \$0.00 |
| 2008 | 147.954000 | \$2.66 | \$0.00 | \$0.07 | \$0.00 | \$2.73 | \$2.73 | \$0.00 |

Tax Authorities

| Tax Authority | Tax Rate |
|---------------------------------------|--------------------------|
| | Total: 154.902000 |
| 0101 STATE | 1.500000 |
| 0201 COUNTY | 29.393000 |
| 0444 PARK TOWNSHIP | 0.566000 |
| 0512 CITY OF MAIZE | 43.059000 |
| 0609 USD 266 | 20.128000 |
| 0609 USD 266 SG | 20.000000 |
| 0752 USD 266 BOND 3 (1993) | 19.453000 |
| 0809 USD 266 REC COMM | 1.000000 |
| 0907 PARK-MAIZE CEMETERY | 0.136000 |
| 1108 COUNTY FIRE DIST NO BONDS | 18.414000 |
| 1401 SOUTH CENTRAL KANSAS LIBRARY SYS | 1.253000 |



"Where Community Counts."

May 26, 2016

Frederick & Gina Wiedemann
4114 N. Stone Barn St.
Maize, KS 67101

RE: 4882 N. Emerald Ct. Tax Incentive Program Eligibility

Dear Frederick and Gina,

This is to confirm that it has been determined that your property at 4882 N. Emerald Ct. is eligible for the tax incentive reimbursement for 2015 property taxes. You may expect the reimbursement check to arrive in 4-6 weeks.

However, as we discussed, the property will not be eligible for reimbursement of 2016's property taxes due to the property being rented during that time.

We are cognizant that you are attempting to sell this property. We will be happy to assist you in transferring the remaining years of the tax incentive program to a new owner upon sale of the home. This is a great selling point when marketing homes in our program for resale. Contact me prior to the closing date and I will see that you have the necessary paperwork.

Regards,

Jolene Graham
Executive Assistant
jgraham@cityofmaize.org

CITY OF MAIZE, KANSAS

**ECONOMIC DEVELOPMENT
INITIATIVE**

2011/2012 Housing Incentive Plan

2011/2012 HOUSING INCENTIVE PLAN

- I. PURPOSE:** This Housing Incentive Plan is intended to promote the overall economic development of the City of Maize, Kansas (the “City”) by stimulating the construction and sale of new residential housing, thereby bringing new residents to the City.
- II. OPERATION OF THE HOUSING INCENTIVE PLAN:** The governing body of the City has approved, pursuant to Home Rule Ordinance No. ___ adopted August 15, 2011, the payment of Grants to Qualified Residents of the City upon the completion of eligible Property within the City limits. Applications for Grants are to be made during the Application Period to the City Administrator using the form attached hereto as *Exhibit B*. Upon approval of such application by the City Administrator, the City and the Qualified Resident will enter into a Grant Agreement in substantially the form attached hereto as *Exhibit C* specifying the Grant Period, the amount of the Grant, and the conditions of the Grant payments, all in accordance with the provisions of this Plan. Qualified Residents will be required to provide the City with a completed Form W9 at the time the application is filed, and the City shall file Form 1099-G with the Internal Revenue Service and the Kansas Department of Revenue in connection with each Grant payment.

At the end of the Application Period, the governing body of the City will review the Plan and determine its continuation. In the event the Plan is discontinued or modified for subsequent years, those Qualified Residents approved during the Application Period may continue to receive the Grant payments specified in the Grant Agreement for the full term of the Grant Period, provided the conditions of the Plan continue to be met.

A Qualified Resident may assign its interest in the Grant Agreement upon sale of the Property to another Qualified Resident during the Grant Period, provided the conditions of the Plan continue to be met. The participating Qualified Resident is responsible for passing on the conditions of and general information on the Plan to any subsequent owner of the Property.

- III. DEFINITIONS:** As used in this Plan, the following terms have the following respective meanings:

(A) “*Application Period*” means the period beginning August 15, 2011 and ending December 31, 2013.

(B) “*Grant*” means an annual economic development grant payable by the City to the Qualified Resident, in a predetermined amount as set forth in the Grant Agreement, for the duration of the Grant Period. The amount of the Grant shall be determined in accordance with the formula set forth on *Exhibit A* hereto; provided, however, that the amount of the Grant shall never exceed the actual amount of ad valorem property taxes levied against the Property by the City in the calendar year for which the Grant is paid.

(C) “*Grant Agreement*” means the written agreement between the City and the Qualified Resident with respect to the amount and duration of the Grant.

(D) “*Grant Period*” means a 10-year period commencing the later of (1) the calendar year after the year in which the certificate of occupancy is received for the Property or (2) calendar year 2011.

(E) “*Plan*” shall mean the Housing Incentive Plan approved by the governing body of the City of Maize, Kansas in effect at the time the Grant Agreement is executed.

(F) “*Property*” means any free-standing, single-family residence, and associated real property and appurtenances, within the City limits, for which a certificate of occupancy is issued within the Application Period; provided, however, in the case of a single-family residence which is owned by the commercial builder of such residence and is being offered for sale, the certificate of occupancy may have been issued at any time after January 1, 2008.

(G) “*Qualified Resident*” means the record owner of the Property, which may be the commercial builder of the subject residence or the resident owner of the subject residence. Owners of record who rent the Property to unrelated third-parties are not eligible for the Grant.

IV. ADDITIONAL CRITERIA FOR DETERMINATION OF ELIGIBILITY:

(A) Any Property that is delinquent in any tax payment and/or special assessment with respect to any real property within the City shall not be eligible for any Grant payment for the year of the delinquency. Delinquency is defined as: “Any tax and/or special assessment that are not paid by the scheduled due dates and has entered into a period where interest is assigned as a penalty by the county for unpaid condition.” Grants will not be payable for any year until all tax payments and special assessments for such year have been paid in full.

(B) Property must have a minimum appraised value of \$100,000, as determined by the Sedgwick County Appraiser as of January 1 of the first year of the Grant Period.

(C) The Property must conform with all codes, rules, and regulations in effect at the time any improvements are made, and for the length of the Grant Period.

(D) The Property may not be occupied by or rented to a third-party unrelated to the Owner, nor may it be used for business or commercial purposes (other than listed for sale by the commercial builder of the Property).

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT A
Grant Calculation Table

The following table illustrates the method by which the City shall determine the amount of any Grant:

| Year | Grant Calculation |
|-------------|---|
| 1 | Assessed Value of the Property as of January 1 times .043323 (the "Base Amount") |
| 2 | 100% of the Base Amount |
| 3 | 100% of the Base Amount |
| 4 | 80% of the Base Amount |
| 5 | 80% of the Base Amount |
| 6 | 80% of the Base Amount |
| 7 | 60% of the Base Amount |
| 8 | 60% of the Base Amount |
| 9 | 40% of the Base Amount |
| 10 | 40% of the Base Amount |

EXHIBIT B

**APPLICATION FOR ECONOMIC DEVELOPMENT GRANT
2011/2012 HOUSING INCENTIVE PLAN**

Owner's Name: _____ Day Phone: (____) _____
(Please Print)

Owner's Mailing Address: _____ City: _____ Zip _____

E-mail Address: _____ May we use this for correspondence? ____ Yes ____ No

Address of Property: _____

Parcel Identification Number: _____
(Take from your tax statement or call County Appraiser's Office)

Legal Description of Property: _____

Estimated Start Date of Construction: ____/____/____

Estimated Date of Completion: ____/____/____

Date of Certificate of Occupancy: ____/____/____ (attach copy)

Permitted Value for the Property _____

I have read and do hereby agree to comply with all conditions of the City of Maize, Kansas 2011/2012 Housing Incentive Plan.

Signature of Applicant

Date Signed

APPROVED:

City Administrator

Date

Attachment: Form W9

EXHIBIT C

FORM OF GRANT AGREEMENT

THIS GRANT AGREEMENT is dated as of _____ by and between the City of Maize, Kansas, a Kansas, municipal corporation (the “City”) and _____ (the “Owner”).

**SECTION 1
RECITALS**

- A. The City has established its 2011/2012 Housing Incentive Plan for the purpose of stimulating the overall economic development of the City by encouraging the construction and sale of new residential housing within the City and thereby bringing new residents to the City.
- B. The Owner is a Qualified Resident owning Property (as such terms are defined in the Plan) and has applied to the City for participation in the 2011/2012 Housing Incentive Plan.
- C. The parties hereto enter into this Grant Agreement to make and confirm certain commitments to each other with respect to certain real property and incentives for the mutual economic benefit and well being of the parties and the residents and inhabitants of the City.

**SECTION 2
DEFINITIONS**

. In addition to words and terms defined elsewhere herein, the following words and terms in this Grant Agreement shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“*Act*” means Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") and Home Rule Ordinance No. _____ of the City.

“*Grant*” means an annual economic development grant payable by the City to the Owner, in the amounts set forth on *Exhibit A* hereto, for the duration of the Grant Period; provided, however, that the amount of the Grant shall never exceed the actual amount of ad valorem property taxes levied against the Property by the City in the calendar year for which the Grant is paid.

“*Grant Agreement*” means this agreement between the City and the Owner.

“*Grant Period*” means a 10-year period set forth on *Exhibit A* hereto.

“*Plan*” shall mean the Housing Incentive Plan approved by the governing body of the City of Maize, Kansas in effect as of the date hereof.

“*Property*” means the free-standing, single-family residence, and associated real property and appurtenances, described on *Exhibit B* hereto.

**SECTION 3
REPRESENTATIONS AND WARRANTIES**

- A. Representations of the City.

(1) The City is a city of the third class duly organized and existing under the laws of the State of Kansas and is authorized by the Act to enter into and perform obligations, agreements and undertakings such as those set forth in this Grant Agreement.

(2) This Grant Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. Such obligation is not subject to the provisions of K.S.A. 10-1101 *et seq.* (Kansas Cash-basis Law) or the annual appropriation of funds.

B. Representations of the Owner.

(1) The Owner acknowledges receipt of a complete copy of the Plan and agrees to comply with its terms and conditions.

(2) The Property is a free-standing, single-family residence owned by the Owner. The Owner is either the commercial builder of the Property and has the property listed for sale, or occupies the Property as a single-family residence. The Property is not occupied or rented to a third-party unrelated to the Owner, nor is it used for business or commercial purposes.

(3) The Owner is not delinquent in any tax payment and/or special assessment for real property located within the City.

(4) The Owner agrees to comply with all codes, rules and regulations in effect in the City with respect to the Property throughout the Grant Period.

(5) The appraised value of the Property, as determined by the Sedgwick County appraiser, is at least \$100,000 as of the date hereof.

(6) If the Property is sold within the Grant Period, the Owner agrees to pass on all information concerning compliance with the Plan to the subsequent owners.

(7) The Owner acknowledges and agrees that the Plan is subject to the laws of the State of Kansas. If the laws of the State of Kansas prohibit the continuation of the Plan, then the City will terminate the Plan, which may result in the termination of any Grant payments that would otherwise be made pursuant to the Plan and this Grant Agreement.

**SECTION 4
GRANT PAYMENTS**

A. The City agrees to make annual Grant payments as set forth on *Exhibit A* hereto, provided the Owner has been in compliance with the terms and conditions of the Plan and this Grant Agreement for the calendar year in question. Such Grant payments will be paid by check payable to the Owner or assigns within 60 days of receipt of the notice required by Section 4(B) hereof. Form 1099-G will be filed with the Internal Revenue Service and the Kansas Department of Revenue with respect to each Grant payment made.

B. The Owner agrees to notify the City when all conditions of the Plan and this Grant Agreement, including payment of all ad valorem taxes and special assessments, are satisfied for a given calendar year and request payment of the Grant for such year.

**SECTION 5
MISCELLANEOUS**

A. This Grant Agreement may be amended only with the prior written consent of the City and the Owner. This Grant Agreement may be assigned by the Owner to a subsequent owner of the Property without the

consent of the City, provided such subsequent owner is a Qualified Resident within the meaning of the Plan. The Owner agrees to provide the City with written notice of such assignment.

B. This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

C. The parties hereto agree that this Grant Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

D. In the event any part or parts of this Grant Agreement are found to be void, the remaining provisions of this Grant Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

E. GRANT PAYMENTS MAY OR MAY NOT HAVE TAX IMPLICATIONS FOR THE OWNER AND ITS ASSIGNS. EACH RECIPIENT OF GRANT PAYMENTS SHOULD SEEK THE ADVICE OF TAX PROFESSIONALS WITH RESPECT TO THE TREATMENT OF SUCH GRANT PAYMENTS FOR STATE AND FEDERAL INCOME TAX PURPOSES.

IN WITNESS WHEREOF, the City and the Owner have caused this Grant Agreement to be duly executed by their duly authorized representatives.

CITY OF MAIZE, KANSAS

By: _____
City Administrator

OWNER

Name:
Title:

EXHIBIT A TO GRANT AGREEMENT

| Calendar Year | Grant Amount |
|---------------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

EXHIBIT B TO GRANT AGREEMENT

Description of the Property

Address:

Legal Description:

Parcel Identification No.:

ASSIGNMENT OF GRANT AGREEMENT

_____, as Owner under the foregoing Grant Agreement, hereby assigns its right, title and interest in such Grant Agreement to _____, the current owner of record of the Property.

Name:
Title:
Date:

The undersigned hereby accepts the assignment of the foregoing Grant Agreement and agrees to comply with all terms and conditions of such Grant Agreement and the Plan.

Name:
Title:
Date:

ACKNOWLEDGED:
CITY OF MAIZE, KANSAS

By: _____
Title:
Date:

Attachment: Form W9

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 19, 2017**

AGENDA ITEM #8B

ITEM: BRB Contractors, Inc Contract

BACKGROUND:

The Maize Wastewater Treatment Facility Improvement project is funded through a State Revolving Fund Loan (SRF). In April 2016 a letter from KDHE approved the estimated total project cost at \$6,110,000.

In May 2017, KDHE subsequently informed the City that the fund could be used for the following upgrades and expansion:

- Aero-Mod improvements and expansion: \$1,137,000
- Hydro MicroScreen Unit cost: \$319,980.
- MKEC's design fees: \$648,500.

On May 8, 2017 five contractors attended the pre-construction meeting.

On May 25, 2017 two contractors submitted bids (bids include the assumption of the \$1,137,000 Aero-Mod contract):

- UCI, Wichita, KS \$4,989,500
- BRB Contractors, Topeka, KS \$4,900,000

On May 31, 2017 the Council accepted the BRB Contractors bid and notified BRB Contractors to prepare a contract for the General Contractor services of the construction for the Waste Water Treatment improvement project to be considered at the June 19, 2017 Council meeting.

FINANCIAL CONSIDERATIONS:

Funds are available through an approved State Revolving Fund Loan (SRF).

LEGAL CONSIDERATIONS:

The City Attorney approves the construction agreement as to form.

RECOMMENDATION:

Approved the BRB Contractors, Inc contract not to exceed \$4,900,000 and authorize the Mayor to sign.

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF MAIZE, KANSAS
(Owner)
and BRB CONTRACTORS, INC.
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Maize, Kansas – WWTP Facility Improvements

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bid includes: General Contractor service for the construction of a major Waste Water Treatment improvement project. Project includes the construction of a new AeroMod package treatment process consisting a new 138.5' x 101' concrete basin structure and City provided interval equipment and improvements to the existing AeroMod basin. Contractor shall provide all of the AeroMod internal piping.

The City is under contract with AeroMod for the design and manufacturing of required process equipment for the contractor constructed basin and the renovations to the existing basin. The contract between the City and AeroMod shall be transferred to the selected General Contractor after award of this bid. General Contractor will be responsible for installation of all AeroMod equipment in close coordination the supplier.

Project includes the installation City Furnished Rotating Belt Filter to be located in the headwork's building. Scope includes the startup and transfer of wastewater from the existing basin to the new AeroMod basin. Demolition and improvements to existing plant infrastructure. Bypass pumping of waste water material as required for construction shall be included the General Contractor's scope. Any bypass pumping required to ensure facility is fully operational during construction shall be subsidiary to the project.

American Iron and Steel, Davis Bacon, and other KWPCSRF funding requirements will apply to this project.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **MKEC Engineering, Inc.**

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed within **150 working** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **210 working** days after the date when the Contract Times commence to run. **The New process plant shall be in full operation by substantial completion.** The Contractor shall reimburse the City at the rate of \$660.00 per day for each additional day in the event the work to be performed under this contract is not completed within the times above specified for substantial and final completion. The time hereinabove fixed for the completion of the contract shall be extended for a period equivalent to the time lost because of abnormally inclement weather or other causes over which the Contractor has no control. **The Contractor with coordinate all efforts to include equipment delivery and installation with AeroMod who is under contract to provide the basin design and equipment.**

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$660.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$660.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A.

| <i>Discipline/Area</i> | <i>Cost \$</i> |
|-----------------------------------|-----------------------|
| AeroMod Assumable Contract | |
| Plant Expansion: | \$883,000 |
| Basin Rehab: | \$254,000 |
| Sub Total | \$1,137,000 |

Civil

| | |
|---|------------------|
| Water Line Extensions (To include all waterline, valves, connections crossings, and associated installation) | \$87,000 |
| Sanitary Sewer Extension (To include all piping, manholes, and valves for the influent, effluent, sludge, compressed air, and process air lines) | \$208,000 |
| Site Civil (To include all Site Grading, Concrete Parking, Gravel Drives, Fencing and BMPs) | \$310,000 |
| Sub Total | \$605,000 |

Structural

| | |
|--|--------------------|
| AeroMod Basin Concrete/Steel (To include all work for Concrete basins, steel stairs, bridge crane and catwalk install) | \$1,858,000 |
| Pipe Support and Hangers (To include all misc structural mounts) | \$44,000 |
| Sub Total | \$1,902,000 |

Mechanical Process Piping

| | |
|--|------------------|
| Process Piping (To include all piping for AeroMod and associated equipment) | \$452,000 |
| Equipment Installation (To include installation cost of all AeroMod and City furnished equipment) | \$348,000 |
| Sub Total | \$800,000 |

Electrical

| | |
|--|------------------|
| Building Electrical (To include all lighting and general purpose power) | \$64,000 |
| Process Power (To include all special electrical items for process power) | \$56,000 |
| Sub Total | \$120,000 |

Mechanical and Plumbing

| | |
|--|-----------------|
| HVAC systems (To include all heating and cooling for processing area) | \$33,000 |
| Plumbing (To include all drains, domestic water piping, and associated equipment) | \$38,000 |
| Sub Total | \$71,000 |

Control and Instrumentation

| | |
|---|------------------|
| Controls (All materials and installation as outlined in plans and specifications) | \$230,000 |
| Instrumentation (All materials and installation as outlined in plans and specifications) | \$35,000 |
| Sub Total | \$265,000 |

Total Base Bid **\$4,900,000**

For all Work other than Unit Price Work, a lump sum of: **FOUR MILLION NINE HUNDRED THOUSAND Dollars \$4,900,000**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day after the District's board meeting held the third Tuesday each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90 percent of Work completed (with the balance being retainage).
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 10 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Statutory bond (pages 1 to 2, inclusive).
4. Payment bond (pages 1 to 2, inclusive)
5. EJCDC General Conditions (pages 1 to 41, inclusive).
- ~~6. Modifications to Standard General Conditions of the Construction Contract (pages to , inclusive).~~
7. Supplementary Conditions (pages 1 to 2, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of **127** sheets with each sheet bearing the following general title:
WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS MAIZE, KS
- 8 Addenda (numbers 1 to 3, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 24, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
11. State SRF Required Documentation, Attachment A of the Project Manual (pages 1 to 19, inclusive).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

Not Applicable

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CITY OF MAIZE, KANSAS

BRB CONTRACTORS, INC.

By: _____

By: Michael Laird

Title: _____

Title: Michael Laird, President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: Kendall Johnson

Title: _____

Title: Ken Johnson, Vice President

Address for giving notices:

Address for giving notices:

BRB Contractors, Inc.
PO Box 750940
Topeka, KS 66675

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS
OF BRB CONTRACTORS, INC.**

I, Kendall Johnson, Corporate Secretary of BRB Contractors, Inc., do hereby certify that the following is a true and correct copy of a certain resolution adopted by the Board of Directors of said corporation at a meeting thereof duly called and held on the 4th day of August, 2016.

RESOLVED; the resolution dated November 10, 2015 regarding persons authorized to transact business for the corporation is hereby revoked, and:

A quorum of the Board of Directors of BRB Contractors, Inc. meeting on the 4th day of August 2016, authorizes Mike Laird, President, and Greg Hogle, Vice-President, to act on behalf of BRB Contractors, Inc. as its representatives in any and all business transactions conducted in the various states in which the corporation does business, and, that this resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution is now in full force and effect.

Further, in regard specifically to bid documents, the Board of Directors hereby authorizes Kendall Johnson, Vice President/Bidding and Corporate Secretary and Kenneth Burkhead, Vice President and Assistant Corporate Secretary to sign on behalf of the corporation.

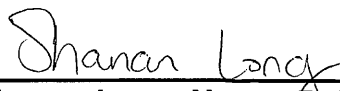
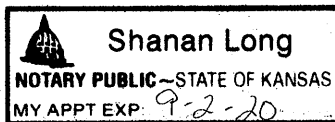
In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 19th day of January, 2017.



Kendall Johnson, Secretary
3805 NW 25th Street
Topeka, KS 66618

STATE: KANSAS
COUNTY: SHAWNEE

Subscribed and sworn to before me on this 12th day of June, 2017.



Shanan Long, Notary Public

My Commission Expires: September 2, 2020
Commission Number: 1127449

PERFORMANCE BOND

SECTION 00610 - PERFORMANCE BOND

This Performance Bond is one executed in connection with the contract to secure fulfillment of all the Supplier's obligations under such contract.

KNOW ALL MEN BY THESE PRESENTS, THAT BRB Contractors, Inc. of Topeka, KS principal, and The Guarantee Company of North America USA, a corporation authorized under the laws of the State of WI with general offices in Southfield, WI and authorized to transact business in the State of Kansas as surety, are held and firmly bound unto the **City of Maize** (Owner), in the penal sum of (\$4,900,000.00*****) lawful money of the United States, for the payment of which sum, well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

Signed, sealed and delivered this ___ day of _____, 20__.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written agreement with the **City of Maize** (Owner), dated _____, 20__, for the furnishing of all materials and labor and doing of all work of whatever kind necessary to construct certain **WWTP Facility Improvements** for the **City of Maize, Kansas** (Owner), including and acknowledging the "One Year Correction Period", all in accordance with the Project Drawings and Project Manual (plans & specs) prepared by MKEC Engineering Consultants and in accordance with said agreement, a copy of which is, or may be attached hereto and which is by reference made a part hereof:

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said agreement on the part of said principal to be performed, and shall hold the **City of Maize, Kansas** (Owner) harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said agreement by said principal, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the Project Manual accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to

City of Maize, KS – WWTP Facility Improvements
16518

00610-1

the Project Manual.


Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the agreement falls due.

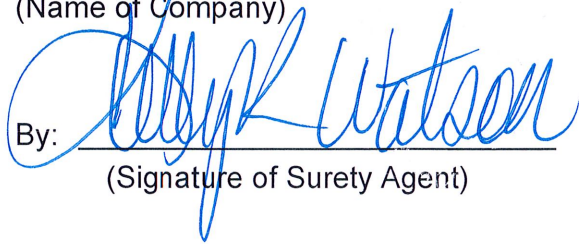
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. The document is executed in quadruple.

Supplier: BRB Contractors, Inc.
(Name of Supplier)

Surety: The Guarantee Company of North America USA
(Name of Company)

By: 
(Signature of Supplier)

By: 
(Signature of Surety Agent)

Michael Laird
(Name Printed)

Kelly R. Watson
(Name Printed)

President
(Title)

Attorney-in-Fact
(Title)

Address for Notices to Surety:
One Towne Square, Suite 1470
Southfield, MI 48076

(A certified copy of the agent's power of attorney must be attached hereto.)

END OF SECTION 00610

City of Maize, KS – WWTP Facility Improvements
16518

00610-2



POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Steve L. Nicholson, Kelly R. Watson, Erle D. Benton, Sandra Burnett, Omar G. Guerra, Chandler H. Cullor
Truss, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

**STATE OF MICHIGAN
County of Oakland**

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____, 2017

PAYMENT BOND

SECTION 00620 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That ^{BRB Contractors, Inc.} _____ of Topeka, KS as principal
 and ^{The Guarantee Company of North America USA} _____ a corporation authorized under the laws of the State of
 _____ MI with general offices in _____ Southfield, MI and authorized to
 transact business in the State of Kansas as surety, are held and firmly bound unto the
 City of Maize, KS in the penal sum of
Four Million Nine Hundred Thousand and No/100 (\$4,900,000.00*****) lawful money of the United
 States, for the payment of which sum well and truly to be made said principal and surety
 bind themselves, their heirs, administrators, executors, successors and assigns, jointly and
 severally, firmly by these presents:

Signed, sealed and delivered this _____ day of _____, 2017 .

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered into written agreement with **Maize, Kansas** (Owner), dated _____, 2017, for the furnishing of all materials and labor and doing all the work whatever necessary to construct certain **WWTP Facility Improvements for Maize, Kansas** (Owner), all in accordance with the Project Drawings and Project Manual (plans and specs.) for such work on file in the City Office, and in accordance with said agreement, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with, or in or about the construction or making of the above described improvements, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the Project Manual accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Project Manual.

PAYMENT BOND

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

BRB Contractors, Inc.

Kendall Johnson
Witness

Ken Johnson, Vice President

By: Michael Laird
Principal

Michael Laird, President

The Guarantee Company of North America USA
Surety

By: Kelly R. Watson
Kelly R. Watson, Attorney-in-Fact

(A Certified copy of the agent's power of attorney must be attached hereto.)
(To be filed with the Clerk of the City Court.)

Approved and filed this _____ day of _____, 2016.

Clerk of the City Court,
Sedgwick County, Kansas

END OF SECTION 00620

City of Maize, KS – WWTP Facility Improvements
16518

00620-2



POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Steve L. Nicholson, Kelly R. Watson, Erle D. Benton, Sandra Burnett, Omar G. Guerra, Chandler H. Cullor Truss, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Signature of Stephen C. Ruschak

Signature of Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of , 2017

Signature of Randall Musselman

STATUTORY BOND

SECTION 00630 - STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, That BRB Contractors, Inc. of Topeka, KS as principal and The Guarantee Company of North America USA a corporation authorized under the laws of the State of MI with general offices in Southfield, MI and authorized to transact business in the State of Kansas as surety, are held and firmly bound unto the State of Kansas in the penal sum of Four Million Nine Hundred Thousand and No/100 (\$4,900,000.00*****) lawful money of the United States, for the payment of which sum well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

Signed, sealed and delivered this _____ day of _____, 2017.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered into written agreement with **Maize, Kansas** (Owner), dated _____, 2017, for the furnishing of all materials and labor and doing all the work whatever necessary to construct certain **WWTP Facility Improvements** for **Maize, Kansas** (Owner), all in accordance with the Project Drawings and Project Manual (plans and specs.) for such work on file in the City Office, and in accordance with said agreement, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with, or in or about the construction or making of the above described improvements, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the Project Manual accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Project Manual.

City of Maize, KS – WWTP Facility Improvements
16518

00630-1

STATUTORY BOND

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

BRB Contractors, Inc.

Kendall Johnson

Witness

Ken Johnson, Vice President

By: Michael Laird
Principal

Michael Laird, President

The Guarantee Company of North America USA

Surety

By: Kelly R. Watson
Kelly R. Watson, Attorney-in-Fact

(A Certified copy of the agent's power of attorney must be attached hereto.)

(To be filed with the Clerk of the City Court.)

Approved and filed this _____ day of _____, 2017.

Clerk of the City Court,
Sedgwick County, Kansas

END OF SECTION 00630



POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Steve L. Nicholson, Kelly R. Watson, Erle D. Benton, Sandra Burnett, Omar G. Guerra, Chandler H. Cullor
Truss, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2017

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 TRUSS 4551 W. 107th St Suite 300 Overland Park KS 66207 | CONTACT NAME: Certificate Department PHONE (A/C, No., Ext): 913-341-8998 E-MAIL ADDRESS: Certificates@TrussAdvantage.com | FAX (A/C, No.): 913-341-2923 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED BRB Contractors, Inc. 3805 NW 25th Street Topeka KS 66618 | INSURER A: Travelers Property Casualty | NAIC # 25674 |
| | INSURER B: Amerisure Insurance Company | 19488 |
| | INSURER C: Amerisure Mutual Ins Co | 23396 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 1866767359** **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|---|
| B | <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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | GL20753590601 | 4/1/2017 | 4/1/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" 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 | Y | Y | CA20753500802 | 4/1/2017 | 4/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$-0- | Y | Y | ZUP41M0096117NF | 4/1/2017 | 4/1/2018 | EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$ |
| C | 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 | WC207534906 | 4/1/2017 | 4/1/2018 | <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 |
| A | Installation/Builder Risk | | | QT6307644B708TIL17 | 4/1/2017 | 4/1/2018 | Limit 13,000,000 Ded 2,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Maize, Kansas – WWTP Facility Improvements; City of Maize, Kansas, Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them are additional insured as respects the General, Auto and Umbrella Liability policies. Waiver of Subrogation applies in favor of additional insured as respects General, Auto and Umbrella Liability when required by written contract, per policy provisions and as allowed by law.

| | |
|---|---|
| CERTIFICATE HOLDER City of Maize, Kansas 10100 W Grady Ave P.O. Box 245 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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**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 19, 2017**

AGENDA ITEM #8C

ITEM: CORNEJO & SONS CONTRACT-TYLER ROAD OVERLAY

BACKGROUND:

Cornejo & Sons, LLC has submitted a contract to overlay Tyler Road from 37th Street North to 53rd Street North.

The contract price is \$177,156.45

Two bids were received for this project:

- Apac = \$183,723.10
- Cornejo = \$177,156.45

Cornejo will begin the overlay project in a timely manner.

FINANCIAL CONSIDERATIONS:

Funds for Tyler Road improvements are included in the 2017 CIP budget.

LEGAL CONSIDERATIONS:

The City Attorney approves the construction agreement as to form.

RECOMMENDATION:

Approve the Tyler Road overlay agreement with Cornejo & Sons, LLC in an amount not to exceed \$177,156.45 and authorize the Mayor to sign.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 20__, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and CORNEJO & SONS, L.L.C., whose principal office is at 2060 E. Tulsa, Wichita, KS 67216 (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:

Overlay Tyler Road from 37th Street North to 53rd Street North

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 per unit for quantity in not-to-exceed amounts as set forth in the following chart:

| Line Item | Item Description | Quantity | Unit | Unit Price | Extension |
|--------------|--|----------|------|-------------|---------------------|
| 1 | Mobilization | 1.00 | LS | \$5,600.00 | \$5,600.00 |
| 2 | Transition Milling (Butt Mill)(18 Locations) | 1055.00 | LF | \$9.20 | \$9,706.00 |
| 3 | Edge Mill | 520.00 | LF | \$4.00 | \$2,080.00 |
| 4 | 1.5" Asphalt Overlay (BM-2 15% Rap)(PG70-28) | 29913.00 | SY | \$4.65 | \$139,095.45 |
| 5 | Traffic Control | 1.00 | LS | \$11,500.00 | \$11,500.00 |
| 6 | Pavement Marking | 1.00 | SL | \$9,175.00 | \$9,175.00 |
| TOTAL | | | | | \$177,156.45 |

- Price is for a 1.5" overlay on Tyler Road from just North of 37th Street North (where it tapers down to 2 lanes) North to the K96 bridge, then skipping the Bridge and starting on the north side and going up to 53rd Street north. Cornejo will not overlay the Bridge, but will butt up against it.
- Sales Tax is not included. The City of Maize will provide at Project Exemption Certificate.
- Shouldering up asphalt to be done by the City of Maize.
- Payment will be based on measured quantities.
- Asphalt mix bid is a BM-2 15% RAP (PG70-28).
- Pavement marking is based upon using paint and matching what is there now.
- Cornejo & Sons will not be responsible for utility conflicts/
- Price is good for 30 days.
- Work within the Railroad Right of Way is excluded

(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 two (2) years 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 two (2) year period in the amount of One Hundred Seventy-Seven Thousand One Hundred Fifty-Six and 45/100 (\$177,156.45), 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 Seventy-Seven Thousand One Hundred Fifty-Six and 45/100 (\$177,156.45), 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:

Mike Roudybush
Cornejo & Sons, L.L.C.
P.O. Box 16204
Wichita, KS 67216
316-644-8381

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

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

CITY OF MAIZE, KANSAS

By: _____
Clair Donnelly, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

CORNEJO & SONS, L.L.C.

By Mike Roudybush
Name: Mike Roudybush
Title: Construction Manager



ATTESTED:

BY Laura Sewell
L. SEWELL

KNOW ALL BY THESE PRESENTS, That we, Cornejo & Sons, LLC (hereinafter called the Principal),
 as Principal, and Liberty Mutual Insurance Company, a corporation
 Duly organized under the laws of the State of Massachusetts (hereinafter called the Surety), as Surety, are held and firmly
 bound unto City of Maize
 (hereinafter called the Obligee), in the sum of One Hundred Seventy-seven Thousand One Hundred Fifty-six And 45/100
 (\$177,156.45) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said
 Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this _____ day of _____.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _____.

for Overlay Tyler Road from 37th Street North to 53rd Street North

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within (2) years following the date on which Principal ceased work on said Contract.

Cornejo & Sons, LLC
 By Greg Kinsel GENERAL MANAGER

Liberty Mutual Insurance Company
 By Tina Davis, Attorney-in-Fact

PAYMENT BOND

BOND NO. 019059367

KNOW ALL BY THESE PRESENTS, That we, Cornejo & Sons, LLC
 _____ as Principal, hereinafter called Principal, and _____
Liberty Mutual Insurance Company, a Massachusetts Corporation, as Surety,
 hereinafter called Surety, are held and firmly bound unto _____
City of Maize
 _____ as Obligee, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in
 the amount of One Hundred Seventy-seven Thousand One Hundred Fifty-six And 45/100 Dollars (\$177,156.45), for the
 payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
 by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Owner for _____
Overlay Tyler Road from 37th Street North to 53rd Street North

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter
 defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
 otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used
 or reasonably required for use in the performance of the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not
 been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such Claimant's work or labor was done
 or performed, or materials where furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final
 judgment for such sum or sums as may be justly due Claimant, and have execution thereon.
3. No suit or action shall be commenced hereunder by any Claimant.
 - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the
 Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last
 of the materials for which said claim is made.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of 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.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any
 part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not
 elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____.

 Cornejo & Sons, LLC
 _____ Principal
 By GREEN KINSEY GENERAL MANAGER

 Liberty Mutual Insurance Company

By _____
 Tina Davis, Attorney-in-Fact

SECTION 00621

17 SB0166

COPY

STATUTORY BOND

KSA 60-1111

FILED
APP DOCKET NO. _____

KNOW ALL MEN BY THESE PRESENTS: That we CORNEJO & SONS, LLC

2017 MAY 26 P 12:20

as Contractor, and LIBERTY MUTUAL INSURANCE COMPANY

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

with General Offices in the City of BOSTON

a Corporation organized under the laws of the State of MASSACHUSETTS and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the STATE OF KANSAS, the penal sum of _____

ONE HUNDRED SEVENTY SEVEN THOUSAND ONE HUNDRED FIFTY SIX AND 45/100

_____ Dollars (\$ 177,156.45), lawful money of the United State of America, plus any change orders, for the payment of which sum will and truly to be made, will bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into a written contract with CITY OF MAIZE Kansas for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements consisting of _____,

OVERLAY TYLER ROAD FROM 37TH STREET NORTH TO 53RD STREET NORTH

all in accordance with specifications and other contract documents on file in the office of CITY OF MAIZE Consulting Engineer of the aforesaid public body.

NOW THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with or in or about the construction or making of the above described improvement, including gasoline, lubricating oils, fuel oil, greases, coal, and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification.

The said surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated, or said persons and assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from completion of said public improvements.

00621-1

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, at WICHITA, KS AND SALT LAKE CITY, UT

_____ on this, the _____ day of _____, 20 _____

CORNEJO & SONS, LLC
CONTRACTOR

By _____ (SEAL)

GREEN KINSELE
GENERAL MANAGER

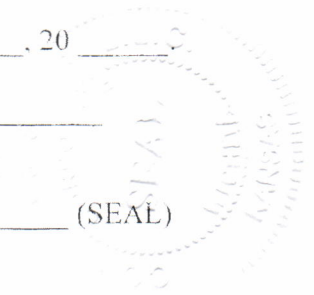
(Official Title)

LIBERTY MUTUAL INSURANCE COMPANY
SURETY COMPANY

By _____ (SEAL)

By _____
Attorney-in-Fact **TINA DAVIS**

By _____
(Kansas Agent) **TINA DAVIS**
KS LICENSE #3384494



(Accompany this bond with Attorney-in-Fact's authority from the Surety company certified to include the date of the bond.)

00621-2

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7753271

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda Lee Nipper; Lindsey Plattner; Lisa Hall; Tina Davis

all of the city of Salt Lake City, state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2017

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Cornejo & Sons, LLC 2060 E. Tulsa Street Wichita, KS 67216 | INSURER A : ACE American Insurance Company NAIC # 22667 | |
| | INSURER B : Indemnity Insurance Company of North America 43575 | |
| | INSURER C : N/A N/A | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

| | | |
|------------------|---|---------------------------|
| COVERAGES | CERTIFICATE NUMBER: NYC-008778026-01 | REVISION NUMBER: 8 |
|------------------|---|---------------------------|

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 WVD | 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | *HDO G27861039 | 12/31/2016 | 12/31/2017 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | *ISA H09053293 | 12/31/2016 | 12/31/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| 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 | | *WLR C49106476 (AOS) *SCF C49106518 (WI) | 12/31/2016 12/31/2016 | 12/31/2017 12/31/2017 | <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 |
| A | | N/A | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Overlay Tyler Road from 37th Street North to 53rd Street North

City of Maize is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Maize, Kansas
10100 Grady Avenue
Maize, KS 67216

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
of Marsh USA Inc.

Rudy P. Milfort

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 19, 2017**

AGENDA ITEM #8D

**ITEM: MAIZE INDUSTRIAL PARK 2ND ADDITON WATER AND SEWER
BIDS AND CONTRACT**

BACKGROUND:

On June 1, 2017, bids were received for Maize Industrial Park 2nd Addition water and sewer improvements.

Mies Construction submitted the low bid of \$56,089.

The engineer's estimate was \$114,259.

The City Engineer has confirmed the bids.

A bid tabulation sheet is attached.

FINANCIAL CONSIDERATIONS:

Maize Industrial Park 2nd Addition will be included in the updated project-funding plan at later date.

LEGAL CONSIDERATIONS:

The City Attorney approves the construction agreement as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Mies Construction in an amount not to exceed \$56,089 and authorize the Mayor to sign.

| Maize Ind. Park 2nd, Maize, KS | | | | | | | | | | |
|--------------------------------|--------------------|----|-------------|---------------|-----------------|--------------|---------------|--------------|-------------|--------------|
| 6/1/2007 | Engineers Estimate | | | | McCullough Exc. | | Duling Const. | | Mies Const. | |
| | Quantity | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| Water Items | | | | | | | | | | |
| 8" PVC Pipe | 1190 | lf | \$ 28.00 | \$ 33,320.00 | \$ 15.00 | \$ 17,850.00 | \$ 20.00 | \$ 23,800.00 | \$ 15.00 | \$ 17,850.00 |
| 8" Line Valve Assembly | 3 | ea | \$ 1,100.00 | \$ 3,300.00 | \$ 1,150.00 | \$ 3,450.00 | \$ 1,000.00 | \$ 3,000.00 | \$ 750.00 | \$ 2,250.00 |
| Fire Hydrant Assembly | 2 | ea | \$ 3,700.00 | \$ 7,400.00 | \$ 3,400.00 | \$ 6,800.00 | \$ 3,500.00 | \$ 7,000.00 | \$ 2,000.00 | \$ 4,000.00 |
| Blow-off Assembly | 1 | ea | \$ 1,200.00 | \$ 1,200.00 | \$ 700.00 | \$ 700.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 550.00 | \$ 550.00 |
| Connect to Ex. WL | 1 | ea | \$ 500.00 | \$ 500.00 | \$ 350.00 | \$ 350.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 50.00 | \$ 50.00 |
| Site Restoration | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 10.00 | \$ 10.00 |
| Sub Total. Water | | | | \$ 49,720.00 | | \$ 29,250.00 | | \$ 36,500.00 | | \$ 24,710.00 |
| Sanitary Sewer Items | | | | | | | | | | |
| 8" PVC Pipe | 1183 | lf | \$ 33.00 | \$ 39,039.00 | \$ 16.00 | \$ 18,928.00 | \$ 18.00 | \$ 21,294.00 | \$ 18.00 | \$ 21,294.00 |
| Std. Manhole Type P | 5 | ea | \$ 3,500.00 | \$ 17,500.00 | \$ 2,400.00 | \$ 12,000.00 | \$ 2,300.00 | \$ 11,500.00 | \$ 1,550.00 | \$ 7,750.00 |
| 8" Stub | 2 | ea | \$ 500.00 | \$ 1,000.00 | \$ 350.00 | \$ 700.00 | \$ 120.00 | \$ 240.00 | \$ 50.00 | \$ 100.00 |
| 4" Stub | 1 | ea | \$ 500.00 | \$ 500.00 | \$ 320.00 | \$ 320.00 | \$ 100.00 | \$ 100.00 | \$ 25.00 | \$ 25.00 |
| Concrete Encase SS Line | 20 | lf | \$ 75.00 | \$ 1,500.00 | \$ 63.00 | \$ 1,260.00 | \$ 85.00 | \$ 1,700.00 | \$ 110.00 | \$ 2,200.00 |
| Site Clearing | 1 | ea | \$ 5,000.00 | \$ 5,000.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 10.00 | \$ 10.00 |
| Sub Total. Sanitary Sewer | | | | \$ 64,539.00 | | \$ 33,308.00 | | \$ 34,934.00 | | \$ 31,379.00 |
| Total, Water & Sanitary Sewer | | | | \$ 114,259.00 | | \$ 62,558.00 | | \$ 71,434.00 | | \$ 56,089.00 |

| | Engineers Estimate | | | | Nowak Const. | | Wilks Underground | | | |
|-------------------------------|--------------------|----|-------------|---------------|--------------|--------------|-------------------|--------------|--|--|
| | Quantity | | Unit Price | Total | Unit Price | Total | Unit Price | Total | | |
| Water Items | | | | | | | | | | |
| 8" PVC Pipe | 1190 | lf | \$ 28.00 | \$ 33,320.00 | \$ 15.50 | \$ 18,445.00 | \$ 17.00 | \$ 20,230.00 | | |
| 8" Line Valve Assembly | 3 | ea | \$ 1,100.00 | \$ 3,300.00 | \$ 1,275.00 | \$ 3,825.00 | \$ 1,250.00 | \$ 3,750.00 | | |
| Fire Hydrant Assembly | 2 | ea | \$ 3,700.00 | \$ 7,400.00 | \$ 3,050.00 | \$ 6,100.00 | \$ 3,300.00 | \$ 6,600.00 | | |
| Blow-off Assembly | 1 | ea | \$ 1,200.00 | \$ 1,200.00 | \$ 1,100.00 | \$ 1,100.00 | \$ 625.00 | \$ 625.00 | | |
| Connect to Ex. WL | 1 | ea | \$ 500.00 | \$ 500.00 | \$ 1,100.00 | \$ 1,100.00 | \$ 450.00 | \$ 450.00 | | |
| Site Restoration | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | \$ 10.00 | \$ 10.00 | \$ 1,997.90 | \$ 1,997.90 | | |
| Sub Total. Water | | | | \$ 49,720.00 | | \$ 30,580.00 | | \$ 33,652.90 | | |
| Sanitary Sewer Items | | | | | | | | | | |
| 8" PVC Pipe | 1183 | lf | \$ 33.00 | \$ 39,039.00 | \$ 15.25 | \$ 18,040.75 | \$ 17.00 | \$ 20,111.00 | | |
| Std. Manhole Type P | 5 | ea | \$ 3,500.00 | \$ 17,500.00 | \$ 2,450.00 | \$ 12,250.00 | \$ 2,175.00 | \$ 10,875.00 | | |
| 8" Stub | 2 | ea | \$ 500.00 | \$ 1,000.00 | \$ 300.00 | \$ 600.00 | \$ 425.00 | \$ 850.00 | | |
| 4" Stub | 1 | ea | \$ 500.00 | \$ 500.00 | \$ 200.00 | \$ 200.00 | \$ 325.00 | \$ 325.00 | | |
| Concrete Encase SS Line | 20 | lf | \$ 75.00 | \$ 1,500.00 | \$ 110.00 | \$ 2,200.00 | \$ 25.00 | \$ 500.00 | | |
| Site Clearing | 1 | ea | \$ 5,000.00 | \$ 5,000.00 | \$ 10.00 | \$ 10.00 | \$ 2,618.00 | \$ 2,618.00 | | |
| Sub Total. Sanitary Sewer | | | | \$ 64,539.00 | | \$ 33,300.75 | | \$ 35,279.00 | | |
| Total, Water & Sanitary Sewer | | | | \$ 114,259.00 | | \$ 63,880.75 | | \$ 68,931.90 | | |

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of June, 2017, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Mies Construction, whose principal office is at 1919 S Southwest Blvd, Wichita, KS 67213 (hereinafter the "Contractor").

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

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

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

Water and Sanitary Sewer to serve Maize Industrial 2nd Addition

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within twenty (20) work days after the Notice to Proceed is issued.

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

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

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

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

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

- (a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a one (1) year period in the amount of fifty six thousand, eighty nine dollars and zero cents (\$56,089.00), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.
- (b) A Statutory Bond of the State of Kansas in the amount of six thousand, eighty nine dollars and zero cents (\$6,089.00), conditioned upon the payment of all material and labor bills incurred in the making of the Work.
- (c) The Performance and Maintenance Bond and the Statutory Bond shall comply with requirements set forth in the Standard Specifications.

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

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

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

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

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

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

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

acceptable to the Contractor.

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

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

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

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

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

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

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

(e) The City's representative is:

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

(f) The Contractor's representative is:

Earl Mies, President
Mies Construction
1919 SW. Blvd. Wichita, KS 67213

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

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

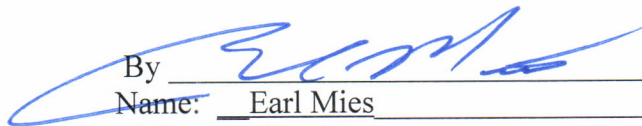
CITY OF MAIZE, KANSAS

By: _____
Clair Donnelly, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

Mies Construction

By  _____
Name: Earl Mies
Title: President

ATTESTED:

BY  _____
Kathryn Jost, Secretary

**Bid Form-Water & Sanitary Sewer
Maize Industrial Park 2nd, Maize, KS**

Water Line Improvements

| | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------------------------|-----------------|-------------|-------------------|-------------------------|
| 8" PVC Pipe | 1190 | lf | <u>15.00</u> | <u>17850.00</u> |
| 8" Line Valve Assembly | 3 | ea | <u>750.00</u> | <u>2250.00</u> |
| Fire Hydrant Assembly | 2 | ea | <u>2000.00</u> | <u>4000.00</u> |
| Blow-off Assembly | 1 | ea | <u>550.00</u> | <u>550.00</u> |
| Connect to existing WL | 1 | ea | <u>50.00</u> | <u>50.00</u> |
| Site Clearing & Restoration | 1 | LS | <u>10.00</u> | <u>10.00</u> |
| | | | Sub-Total | <u>24,710.00</u> |

Sanitary-Sewer Line Improvements

| | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------------------------|-----------------|-------------|-------------------|-------------------------|
| 8" PVC Pipe | 1183 | lf | <u>18.00</u> | <u>21294.00</u> |
| Std. Manhole Type P | 5 | ea | <u>1550.00</u> | <u>7750.00</u> |
| 8" Stub | 2 | ea | <u>50.00</u> | <u>100.00</u> |
| 4" Stub | 1 | ea | <u>25.00</u> | <u>25.00</u> |
| Concrete Encase SS Line | 20 | lf | <u>110.00</u> | <u>2200.00</u> |
| Site Clearing & Restoration | 1 | ea | <u>10.00</u> | <u>10.00</u> |
| | | | Sub-Total | <u>31,379.00</u> |

Total Bid

Fifty six thousand eighty nine dollars
Words
and no cents

\$ 56,089.00
Numbers

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 19, 2017**

AGENDA ITEM #8E

ITEM: 2018 BUDGET PROCESS & DISCUSSION

BACKGROUND:

For some weeks now, staff has been preparing the 2018 budget for Council consideration. There have been departmental discussions, staff workshops and ongoing informal budget discussions with Council members at the weekly Mayor's meetings. The Council also received two written memos:

- Council Budget Summary dated May 17, 2017
- 2018 Working Budget Outline dated June 8, 2017

As a result, a "working budget summary" has been prepared for council/staff discussion to inform everyone and allow for comments, suggestions, and direction as we move forward to the budget workshop scheduled for July 10th @ 6PM.

At this time, the working budget summary continues to be a fluid document, with some suggested recommendations, while other parts remain undecided. The current 2018 budget summary mill levy requirement will remain unchanged at about 43.051 mills. With this tax mill levy, the tax revenues for 2018 will equal \$1,887,608. Under the new State Tax lid law allows our city a tax revenue level of \$2,235,810. *(To reach this amount would require an increase in the mill levy rate)*

General summary for discussion includes:

1. Overall Operations

It is anticipated overall operations will be maintained and enhanced. Some additional personnel are recommended to assist with the ever-increasing demands for service several areas of City operations. Additional information in the form of visual graphs, charts, revenues and other financial figures will be given to the Council at Monday's meeting.

2. Personnel

At this time staff is recommending and can financially support the following personnel requests. Additional support and financial information will be discussed at the meeting.

- 1 - Public Works Employee
 - *Maintenance Worker One*
 - *New position*

➤ *January start date*

Item 8E
Page 2

- 1 - Deputy Court Clerk
 - *New position*
 - *January start date*
- 1 - Police Officer
 - *Hire date of April or July*
 - *This will fill the current unfunded Police officer position*
- 1 - Police Officer
 - *New position*
 - *Under review*
 - ✓ *Not yet funded or financially recommended*
 - ✓ *Reviewing and resolving some overtime issues*
 - ✓ *Final decision pending*
 - ✓

3. Debt Service

In summary, the debt payment requirement for 2018 will decrease by \$91,000. Three mills equivalent have been set aside for the wastewater plant loan that will come on line in 2019. Bond and interest will not require mill levy support in 2018. Debt ratio continues to improve as projected and the City's AA- bond rate remains solid.

4. Equipment

Major equipment purchases for 2018 are still under review and will probably be adjusted but could include:

- \$50,000 Tech support
- \$50,000 Public works 3/4 truck & street sweeper lease payment
- \$70,000 new police unit
-

5. Employee Benefits

The 2015 employee salary plan remains in place and is funded. The current BCBS health plan will no longer be offered in September of this year. Staff is working on identifying a comparable plan. Type and cost is unknown at this time. This will be identified before the budget is finalized. A 15% increase in cost for health care is applied to the 2018 budget.

6. CIP

\$359,000 has been identified for street/sidewalks and another \$95,000 for parks. It is anticipated other funds may be need for utility expansion. This is yet to be determined.

7. All items listed above and others not listed are open for review and discussion.

FINANCIAL CONSIDERATIONS:

To be determined

LEGAL CONSIDERATIONS:

None

June 2017



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- Our annual 911 camps will be held June 13-16th and July 25-28th. Both camps are full for 2017. We have updated our curriculum for the camps to include more activities involving other agencies. This year campers will visit the Sedgwick County range where they will learn gun safety and learn to shoot BB guns and Bow and Arrows in addition to climbing the SWAT training wall. They will also tour the new Eisenhower airport and attend an obstacle course at Prairie View in Newton. Officer Phelps and Dover have done a wonderful job putting camp together.
- One of our patrol units, a 2014 model, was damaged and subsequently totaled by insurance following the heavy rains last month. While responding to a call at the apartment complex, our officer encountered high water that swamped the engine ruining it. Insurance paid out and a new unit has been ordered.
- Officers are working to complete their mandated 40 hours of annual in-service training which come due June 30th. Everyone is on track to complete their required hours.

Budget status: N/A

Major purchases: 2017 Dodge Charger patrol car \$24,321.00.

| Current Staff Levels. | Monthly Activities |
|------------------------------|--|
| 11 Full-time | March Police Reports - 484 |
| 2 Part-time | March calls for service - 659 |
| 1 Reserve | Community Policing: |
| 3 Reserve -Vacant | 911 camps are full. Working on National Night Out activities. |

PUBLIC WORKS REPORT 6-15-2017

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom. This is all done 365 days a year.
- Picked up about 15 locations for brush from the elderly and disabled this month. Seems like there is an awful lot of brush in this town.
- Check signs, streets, drainage all over the city.
- We have finally gotten caught up with the mowing along the road ROW's and ditches since it has not rained for a couple of weeks.

Special Projects

- Met with MKEC after the bids were accepted. Had a few questions we got answers to so we are ready to get the building process started.
- The five acres of the new part of the Cemetery is fine graded and we are planting grass seed this week. The fencing is complete. When we get it seeded we will run a sprinkler line around the perimeter inside the fencing so we can water the new trees we are supposed to get this fall.
- Have made several asphalt repairs on north Tyler Road, as well as crack-sealing it one more time in preparation for the asphalt overlay that is scheduled to be done before school begins this fall.
- The rubber mulch is installed at the park. Think it is a big hit with all the kids as well as the parents. Have turned on the splash park and seems there are many people using it.
- We are still working on the budget for Public Works to try to get the best possible use of the moneys we have allotted. We are working with staff to get it done soon.
- We have purchased and installed 27 hanging flower pots along Academy and the new way sign has been installed as well. Has dressed up that part of town quite a lot.
- Drainage ditch along 53rd west is finished by Graber. They do such nice finished work with the equipment they have.

Ron Smothers

Public Works Director.

City Engineer's Report

6/13/2017

Maize Middle School

New locker room facilities are complete on the south side. Classrooms are being remodeled and built on the west side.

Maize High School

Construction continues on the Career and Technology Education Center at Maize High School.

Watercress Villas

Brick and stone masonry is being installed to complete the exterior of the buildings. Interior work is ready for inspection of rough-in electrical, heating & air, and plumbing in a number of the units. Clubhouse is being framed out and the pool and cabana are beginning construction.

Copper Creek Apartments

Construction has begun and they are currently grading the site.

PLANNING ADMINISTRATOR'S REPORT

DATE: June 19, 2017

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular June Council Meeting

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

1. Watercress Apartment development – Infrastructure construction continues with an anticipated opening date of fall 2017. Construction of a new sign within the right-of-way of Ranch Road on the east side of Maize Road for the apartment complex is expected to begin within the next few weeks.
2. Comprehensive Plan Update – Gould Evans is now developing goals and strategies based upon the responses to the community survey. There will be another survey to further refine the plan and accurately reflect the vision of the community in mid-summer.
3. Cypress Point Addition – a preliminary plat for 37 single-family lots on 20 acres on the north side of 37th Street approximately ¼ mile west of Tyler. This application was reviewed and approved by the Planning Commission on June 1, 2017.
4. Conditional Use at 5711 N. Tyler – The Planning Commission will hear a conditional use request for a banquet center and event venue for this property at their July 6 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.



"Where Community Counts"

**City Clerk Report
REGULAR COUNCIL MEETING
June 19, 2017**

Year to date status (Through 5/31/17):

General Fund –

| | Budget | YTD | |
|------|-------------|-------------|--------|
| Rev. | \$3,251,293 | \$1,743,740 | 53.63% |
| Exp. | \$3,375,058 | \$1,602,841 | 47.49% |

Streets –

| | | | |
|------|-----------|------------|--------|
| Rev. | \$302,350 | \$ 135,614 | 44.85% |
| Exp. | \$308,050 | \$ 126,567 | 41.09% |

Wastewater Fund-

| | | | |
|------|-----------|------------|--------|
| Rev. | \$784,000 | \$ 359,329 | 45.83% |
| Exp. | \$768,863 | \$ 323,070 | 42.02% |

Water Fund-

| | | | |
|------|-----------|------------|--------|
| Rev. | \$779,925 | \$ 378,430 | 48.52% |
| Exp. | \$779,925 | \$ 353,180 | 45.28% |

Health & Dental Benefits

Per Council's request, here are the 2017 numbers (through 5/31/2017) for employee health, dental, and life (including accidental death and short-term disability).

| | <u>City Portion</u> | <u>Employee Portion</u> | <u>Total Paid</u> |
|---------|---------------------|-------------------------|---------------------|
| Health: | \$143,996.17 | \$ 36,005.66 | \$180,001.83 |
| Dental: | 9,486.99 | 2,373.07 | 11,860.06 |
| Life: | <u>5,297.84</u> | <u>0</u> | <u>5,297.84</u> |
| | \$125,967.57 | \$ 30,437.11 | \$152,593.68 |

Clean-Up Day:

Here is the final cost breakdown for the 2017 Clean Up Day:

| | |
|----------------------|--------------------------|
| Dumpsters | \$5,971.99 |
| Labor | \$2,138.34 |
| Miscellaneous | \$ 199.12 |
| | <u>\$8,309.45</u> |

2016 Expenses were \$5,811.34.

CAPITAL PROJECTS

**Projects w/o
Temp Notes**

| Project | Fund | Resolution of Advisability | Total Resolution Amount | Expenditures thru 12/31/16 | Expenditures 1/1/17 thru 5/31/17 | Total Expenditures | Resolution Authorization Less Expenditures |
|---|------|-------------------------------|----------------------------|-------------------------------|--|-----------------------|--|
| Eagles Nest Phase 2B Water | 05 | 585-16 | \$ 123,000.00 | \$ 13,593.65 | \$ 70,342.48 | \$ 83,936.13 | \$ 39,063.87 |
| Eagles Nest Phase 2B Paving | 05 | 586-16 | \$ 422,000.00 | \$ 24,757.63 | \$ 262,525.21 | \$ 287,282.84 | \$ 134,717.16 |
| Maize Industrial Park 2nd Paving | 05 | 591-17 | \$ 843,800.00 | \$ - | \$ 135.09 | \$ 135.09 | \$ 843,664.91 |
| Maize Industrial Park 2nd Water | 05 | 592-17 | \$ 60,200.00 | \$ - | \$ 135.09 | \$ 135.09 | \$ 60,064.91 |
| Maize Industrial Park 2nd Sewer | 05 | 593-17 | \$ 75,800.00 | \$ - | \$ 135.08 | \$ 135.08 | \$ 75,664.92 |
| Totals | | | \$ 1,524,800.00 | \$ 38,351.28 | \$ 333,272.95 | \$ 371,624.23 | \$ 1,153,175.77 |

| KDHE Project | Fund | Ordinance | Total Resolution Amount | Expenditures thru 12/31/16 | Expenditures 1/1/17 thru 5/31/17 | Total Expenditures | Resolution Authorization Less Expenditures |
|-------------------|------|-----------|----------------------------|-------------------------------|--|-----------------------|--|
| WWTP Expansion | 05 | 923 | \$ 6,100,000.00 | \$ 10,155.91 | \$ 508,778.87 | \$ 518,934.78 | \$ 5,581,065.22 |

Grand Total \$48,507.19 \$842,051.82 \$890,559.01 \$6,734,240.99

CIP 2016 (As of 5/31/2017)

| <u>Detail</u> | <u>Reason</u> | <u>May Revenue</u> | <u>May Expense</u> | <u>Budget</u> | <u>Year to Date Actual Cash</u> |
|------------------------|--------------------|--------------------|--------------------|---------------|-----------------------------------|
| Beg Cash - 01/01/17 | | | | | \$ 88,249.41 |
| Ad Valorem | Tax | | | - | - |
| Motor Vehicle | Tax | | | - | - |
| Delinquent | Tax | - | | - | 1.84 |
| Interest | From Bank Accounts | 748.81 | | 2,000.00 | 2,811.40 |
| Reimbursements | Sidewalk Grant | 55,000.00 | | | 55,000.00 |
| Transfers | From General Fund | 38,333.33 | | 460,000.00 | 191,666.65 |
| Total Revenues | | 94,082.14 | | 462,000.00 | 249,479.89 |
| Total Resources | | | | | <u><u>337,729.30</u></u> |
| Street Improvements | | | 5,940.00 | 350,000.00 | 36,463.83 |
| Sidewalk/Bike Paths | | | - | 100,000.00 | 135,555.61 |
| Park Improvements | | | 2,420.88 | 200,000.00 | 133,881.76 |
| Other Capital Costs | | | - | - | - |
| Total Expenditures | | - | 8,360.88 | 650,000.00 | 305,901.20 |
| Cash Balance - 5/31/17 | | | | | <u><u>\$ 31,828.10</u></u> |

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 5/31/2017

| | MONTHLY BILL | CITY PORTION | REC PORTION | YEAR TO DATE COSTS | CITY PORTION YEAR TO DATE | REC PORTION YEAR TO DATE | PERCENT OR FLAT RATE |
|----------------------------|-------------------|-------------------|-------------------|--------------------|---------------------------------|--------------------------------|-------------------------------------|
| Phone | \$515.51 | \$378.46 | \$135.97 | \$2,575.07 | \$1,893.06 | \$679.85 | Flat - based on number of lines |
| Internet | 1,057.67 | 951.90 | 105.77 | 5,288.35 | 4,759.50 | 537.85 | Flat - \$105.77/month |
| Gas | 229.87 | 126.66 | 103.21 | 2,684.73 | 1,479.29 | 1,205.44 | 44.90% |
| Electric | 1,673.15 | 921.91 | 751.24 | 8,570.58 | 4,722.39 | 3,848.19 | 44.90% |
| Janitor | 1,771.12 | 975.89 | 795.23 | 8,868.67 | 4,886.64 | 3,982.03 | 44.90% |
| Water/Sewer | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Trash | 79.13 | 43.60 | 35.53 | 369.53 | 203.61 | 165.92 | 44.90% |
| Insurance (Annual Bill) | 0.00 | 0.00 | 0.00 | 10,031.60 | 5,527.41 | 4,504.19 | 44.90% |
| Pest Control | 300.00 | 275.00 | 25.00 | 1,500.00 | 1,375.00 | 125.00 | Flat - Exterminator breaks rate out |
| Lawn Service | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | Provided by Public Works |
| Total | \$5,626.45 | \$3,673.41 | \$1,951.96 | \$39,888.53 | \$24,846.90 | \$15,048.47 | |

Shared Costs for City Hall
 Updated 6/14/2017

Equipment Reserve 2017 (As of 5/31/2017)

| <u>Detail</u> | <u>Reason</u> | <u>May Revenue</u> | <u>May Expense</u> | <u>Budget</u> | <u>Year to Date Actual Cash</u> |
|----------------------------|-------------------------|---------------------|--------------------|----------------------|---------------------------------|
| Beg Cash - 01/01/17 | | | | | \$ 96,339.29 |
| Interest | From Bank Accounts | 65.36 | | 300.00 | 245.40 |
| Reimbursement | Sale of Phone Equipment | - | | | 1,050.00 |
| Transfers | From General Fund | 11,666.67 | | 140,000.00 | 58,333.35 |
| Total Revenues | | \$ 11,732.03 | | \$ 140,300.00 | \$ 59,628.75 |
| Total Resources | | | | | \$ 155,968.04 |
| Trucks/Heavy Equipment | | | \$ - | \$ 41,000.00 | \$ 39,584.67 |
| Computers | | | - | 45,000.00 | 7,980.00 |
| Police Department Expenses | | | 3,365.00 | 50,000.00 | 21,475.26 |
| Total Expenditures | | | \$ 3,365.00 | \$ 136,000.00 | \$ 69,039.93 |
| Cash Balance - 5/31/2017 | | | | | \$ 86,928.11 |

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 5/31/2017

| | MONTHLY BILL | CITY PORTION | USD #266 PORTION | YEAR TO DATE COSTS | CITY PORTION YEAR TO DATE | USD #266 PORTION YEAR TO DATE |
|--|---------------------|--------------------|--------------------|---------------------|---------------------------|-------------------------------|
| Wages | \$ 8,227.91 | \$ 2,056.98 | \$ 6,170.93 | \$ 40,278.64 | \$ 10,069.66 | \$ 30,208.98 |
| FICA/Medicare Taxes | 591.55 | 147.89 | 443.66 | 2,891.80 | 722.95 | 2,168.85 |
| KPERS (Employer) | 696.09 | 174.02 | 522.07 | 3,447.31 | 861.83 | 2,585.48 |
| Health/Life/Other Employer Paid Benefits | 1,980.76 | 495.19 | 1,485.57 | 9,903.80 | 2,475.95 | 7,427.85 |
| Total Shared Costs | \$ 11,496.31 | \$ 2,874.08 | \$ 8,622.23 | \$ 56,521.55 | \$ 14,130.39 | \$ 42,391.16 |

| Other Items | COST | CITY PORTION | USD #266 PORTION | YEAR TO DATE COSTS | CITY PORTION YEAR TO DATE | USD #266 PORTION YEAR TO DATE |
|----------------------|---------------------|--------------------|--------------------|---------------------|---------------------------|-------------------------------|
| Office Chair-MHS SRO | | \$ - | | \$ 649.09 | \$ - | \$ 649.09 |
| Totals | \$ 11,496.31 | \$ 2,874.08 | \$ 8,622.23 | \$ 57,170.64 | \$ 14,130.39 | \$ 43,040.25 |



CITY OPERATIONS REPORT

DATE: June 14, 2017

TO: Maize City Council

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

RE: June Report

1) Ruggles and Bohm Contract

One of the requirements agreed to for the Kyodo Yushi Manufacturing Americas LLC plant to locate and build in Maize was for the City to provide a second source of water into the industrial park in a timely manner. Plans are under discussion to accomplish this. Staff has been in discussion with Ruggles and Bohm Engineering to provide some options for the design and costs associated for this project. Ruggles and Bohm services in the past have proven to be reliable, economical and timely. The City has worked with them on previous utility projects and they are familiar with both the City's needs and with City staff.

After the meeting and several discussions it was determined a two-phase approach for increasing water services and supply in the city would be required:

- Phase One - would include a new water line (10" or 12") from the area south of Maize High School on 45th street to go west to 119th, north to 53rd and then west to the Industrial Park.
- Phase Two - would be an additional main line from the north water well house running north along 119th street and connecting to the Phase One line at 45th street. This accomplishes two needs:
 - Provides a second main source of water supply for the city.
 - Increases water supply capacities and fire protection for the city.

Scheduled for Council consideration on the July 24th agenda.

- *Additional information regarding this on item #2 below*

2) Kyodo Yushi Fire Suppression Requirements

City staff received a call from Lubrication Engineers Inc, the local partner of Kyodo Yushi Manufacturing requesting a meeting regarding concerns of the fire suppression requirements for the new facility as expressed by the Sedgwick County Fire Marshall.

On June 5th, a meeting with Scott Schwindaman, President of Lubrication Engineers (*local partner*), Hitoshi Samejima, President of Kyodo Yushi Manufacturing Americas LLC, three PEC engineers, Dave Larsen, developer of Maize Industrial Park and City staff.

According to the Kyodo Yushi Manufacturing engineers (PEC) the additional Fire Marshall fire suppression requirements could add an additional \$500,000 to \$700,000 or more to the cost of the project. In summary some of the concerns listed include:

- Available water is not sufficient
- An issue with "loss of power" for long periods of time
- Recommends an underground 360,000 gallon storage tank
- Diesel Fire pump
- Generator
- Requires 3000 GPM for 2 hours

The objective of the meeting was to determine:

- ✓ What options are available to move forward?
- ✓ What will it take to satisfy the required fire code in the most economical manner?
- ✓ What can the City do to expedite additional utilities?
- ✓ Can Kyodo Yushi Manufacturing building designers assist by modifying design criteria?
- ✓ Can the City partner with Kyodo Yushi and the Industrial Park developer to reduce costs for all?

Since the June 5th meeting certain steps are in process:

- City staff has been in contact with the Fire Marshall seeking some reasoning for his seemingly "above and beyond" concerns.
 - He expressed his willingness to "work with us"
 - He said: "I don't want to stop the project"
- PEC Engineering are revisiting their initial calculations
- On June 12th City staff again met with Ruggles and Bohm Engineers to brief them on the June 5th meeting. They were asked to consider the additional requirements (*Item #1 above*) as they prepare their design proposal for Council consideration.
 - It's anticipated that this Ruggles & Bohm contract will be on the July 24th Council agenda.
 - They will also coordinate with the PEC engineers
 - They will review other possible options for fire suppression.

3) Shrine Bowl Proclamation

The proclamation is in acknowledgment of Ethan Richardson, a Maize South High School student who is participating in this year's game. This is the second Maize High School student in as many years to be recognized. Ethan is currently taking summer classes and is unavailable for the normally scheduled Council meeting. Therefore the proclamation will be presented to him and family at the July 10th Council workshop @ 6pm or time certain?

4) **Park Activities**

The playground, picnic areas, splash park feature & restroom are being utilized daily and constantly with many families taking advantage. A few "growing pains" have come up but overall it has become a wonderful family amenity for the City. We compliment the public works department for operating and maintaining it.

5) **Informational Items**

- Dugan Park Land
 - *The appraisal for this small parcel of land has been completed.*
 - *The land will be placed on the market for sale*
 - *It will be offered to the adjoining neighbors*
 - ✓ *Very limited access*
 - ✓ *Letter to surrounding neighbors to be mailed out*
- Garden Tours
 - *Six garden homes on the tour*
 - *Very successful with approximately 150 people taking advantage*
 - *\$660 was raised*
 - *Park & Tree Board did an outstanding job – many positive comments*
- Academy Street
 - *New signage installed on Maize Rd*
 - *Flower Baskets Installed*
- Maize Highlights
 - *Articles due June 20th*

6) **Economic Development**

- Industrial Park Development
 - *New Roadway*
 - ❖ *Waiting on Design for bid process*
 - *Three R Mechanical Company*
 - ❖ *Discussion with developer*
 - *Shuttle Aerospace Company*
 - ❖ *Discussion with developer*
- Watercress Villas Luxury apartments complex
 - *Housing construction on schedule*
 - *Occupancy scheduled for fall of 2017*
 - *Staff tour completed June 13th*
- Copper Creek Apartments
 - *Dirt work underway*
- Cypress Pointe Addition
 - *Plans underway*

- *Fall construction*

7) City Meetings

- Wednesday's - Mayor's Workshop @ 11am
- June 13th - Park & Tree Board @ 5:30pm
- June 19th - Regular Council Meeting @ 7pm
- **July 10th** - **Council Budget Workshop @ 6pm (5:50 pm meal)**
- July 6th - Planning @ 7pm
- July 11th - Park & Tree (workshop) @ 5:30pm
- **July 24th** - **Regular Council Meeting**
(Accept Budget/Set PH) @ 7pm
- August 3rd - Planning @ 7pm
- August 7th - Special Council @ 7pm
(Public Hearing & Adopt Budget)
- August 8th - =No Park & Tree meeting= N/A
- August 21st - Regular Council Meeting @ 7pm