

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, MARCH 19, 2018
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**AGENDA
MAYOR DONNA CLASEN PRESIDING**

- 1) Council President Donna Clasen to be sworn in as Mayor by City Clerk
- 2) Call to Order
- 3) Roll Call
- 4) Pledge of Allegiance/Moment of Silence
- 5) Approval of Agenda
- 6) Mayor's appointment to fill vacant Councilmember position
- 7) Election of Council President
- 8) Public Comments
 - a) WSU Presentation of Mini MPA Certificate
- 9) Consent Agenda
 - a) Approval of Minutes – Regular City Council Meeting of February 19, 2018 and Special Council Meeting of February 28, 2018.
 - b) Receive and file minutes from the Planning Commission meetings of January 4, 2018 and February 1, 2018.
 - c) Cash Disbursements from February 1, 2018 thru February 28, 2018 in the amount of \$1,047,921.11 (Check #66185 thru #66325)
 - d) Zoning Case No Z01-018 6233 N Maize Rd
 - e) Zoning Case No Z02-018 Maize Rd and Lake Lane
- 10) Old Business
 - A. None
- 11) New Business
 - A. Carriage Crossing Petitions and Resolutions
 - B. Garver LLC Carriage Crossing Engineering Agreement
 - C. WATCO Railroad agreement
 - D. Reiloy USA Resolution

- 12) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Mayor's Report
 - Council Member's Reports

13) Executive Session

14) Adjournment

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 19, 2018**

AGENDA ITEM #6

ITEM: APPOINTMENT TO THE CITY COUNCIL

BACKGROUND:

At the passing of Mayor Clair Donnelly on March 3, 2018, Council President Donna Clasen, by law, became the Mayor of the City of Maize.

Upon Mayor Clasen accepting the legal role as Mayor a vacancy occurred on the City Council.

An appointment to fill this vacancy is required.

This individual appointed shall serve the remaining term of the position vacated; in this case, through the calander year of 2021.

The Mayor may appoint a person to fill the vacant council position.

The appoinment shall be approved by a majority of the Council.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

A vacancy in the office of Councilmember shall be filled by the Council.
(KSA 12-10a04)

RECOMMENDATION/ACTION:

Council Discretion

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 19, 2018**

AGENDA ITEM # 7

ITEM: ELECTION OF COUNCIL PRESIDENT

BACKGROUND:

With appointment of Council President Donna Clasen to Mayor the Council is required elect a Council President.

The Council President in the absence or disability of, or at the request of the Mayor, shall become acting Mayor. (KSA 12-10a03)

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

Any action of the Council shall be by majority vote of the members.

RECOMMENDATION/ACTION:

Council Discretion

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, February 19, 2018**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **February 19, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Karen Fitzmier, and Kevin Reid. Alex McCreath and Pat Stivers** were 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; **Kim Edgington**, Planning Administrator, **Bill McKinley**, City Engineer and **Tom Powell**, City Attorney.

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

MOTION: *Clasen* moved to approve the agenda as amended.
Fitzmier seconded. Motion declared carried.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of January 15, 2018.
- b) Receive and file Park and Tree Board minutes of January 9, 2018.
- c) Cash Disbursements from January 1, 2018 through January 31, 2018 in the amount of \$1,947,426.87. (Check #65904 thru #66184).
- d) Approval of bridge inspection contract with Professional Engineering Consultants.

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

NOWAK CONSTRUCTION CONTRACT:

Bids and a contract for the construction of the 119th Street water main project were submitted for Council approval.

MOTION: *Reid* moved to accept the Nowak Construction bid and approve the Nowak Construction contract in an amount not to exceed \$848,565.80 and authorize the Mayor to sign.
Clasen seconded. Motion declared carried.

GARVER, LLC ENGINEERING AGREEMENT:

An agreement with Garver, LLC for construction staking and inspection services for the 119th Street water main project was submitted for Council approval.

MOTION: *Clasen* moved to approve the Garver, LLC agreement in an amount not to exceed \$98,600 for staking and inspection services subject to City Attorney final review.
Reid seconded. Motion declared carried.

CARRIAGE CROSSING PETITIONS AND RESOLUTIONS OF ADVISABILITY:

Petitions and resolutions of advisability for paving improvements in the Carriage Crossing Addition were submitted for Council approval.

MOTION: *Clasen* moved to accept the paving petitions for the Carriage Crossing Addition in the total amount fo \$311,000 and adopt the resolutions of advisability.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Resolution #604-18 (High Plains) and #605-18 (Longbranch).

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Wednesday, February 28, 2018**

The Maize City Council met in a special meeting at 11:00 a.m., **Wednesday, February 28, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Councilmembers present were **Donna Clasen, Karen Fitzmier,** and **Alex McCreath.** **Kevin Reid** and **Pat Stivers** were 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, **Sue Villarreal,** City Treasurer.

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

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

CARRIAGE CROSSING ZONING ORDINANCE:

A zone change from SF-5 single family residential to TF-3 two family residential in Carriage Crossing Addition was submitted for Council approval.

MOTION: **Clasen** moved to approve the zone change ordinance for case #Z-03-017 and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #942.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by: _____
Jocelyn Reid, City Clerk

ANNEXATION ORDINANCE:

An ordinance annexing approximately 74 acres of land located west of Maize Road and south of 45th Street was submitted for Council approval.

MOTION: *Fitzmier* moved to approved the annexation ordinance and authorize the Mayor to sign.
Reid seconded. Motion declared carried.

City Clerk assigned Ordinance #941.

AUSTIN PETERS AGREEMENT:

An agreement with Austin Peters to conduct the employee pay plan review was submitted for Council approval.

MOTION: *Clasen* moved to approve the Letter of Understanding from Austin Peters for services not to exceed \$6,950 and authorize the Mayor to sign subject to City Attorney approval.
Fitzmier seconded. Motion declared carried.

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, JANUARY 4, 2018**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, January 4, 2018, for a Regular Meeting with **Bryan Aubuchon**, presiding. The following Planning Commission members were present: **Mike Burks**, **Bryant Wilks**, **Andy Sciolaro**, **Bryan Aubuchon**, and **Dennis Downes**. Not present was **Mike Strelow**. Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; **Tim Chadd**, BATC and **Chris Mann**, Citizen.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Sciolaro** moved to approve the November 2, 2017 minutes as presented.
Wilks seconded the motion.
Motion carried unanimously.

PUBLIC COMMENTS:

Kenneth Hultman, 404 E Jones, addressed the Commission regarding drainage issues at the SE corner of 119th St west and 53rd St north as well as other areas in the city. He presented photos for the commissioners to review.

Z-03-017 – Zone change request for approximately 10 acres from SF-5 Single Family to TF-3 Two-Family at the north end of Carriage Crossing.

Edgington explained to the commissioners that the property has remained undeveloped for 20 years. The property is under contract and the purchaser would like to develop the property with duplexes.

Chadd was present to answer questions from the commissioners.

Mann expressed concerns that the duplexes could affect home values.

MOTION: **Sciolaro** moved to approve the zone change request Z-03-017 from SF-5 Single-Family Residential to TF-3 Two-Family subject to staff recommendations and provisions of the Protective Overlay as outlined below:

1. A fence with a minimum height of 6 feet, constructed along entire north length of property, to serve as a barrier from the concrete flume for safety reasons.
2. Temporary gate to be constructed at the end of paving on

Longbranch within the area of the zone change.

3. Planning Commission recommends that a sidewalk be placed along the north or south side of this development.

And subject to the following findings:

1. The zoning, uses and character of the neighborhood: This property is located within an area that is currently residential in character. The proposed use is not significantly different than existing residential uses in the area. The type of proposed use could be compatible with existing development in the area.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned for single-family residential but has remained undeveloped for many years under its current zoning.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: There are no expected negative effects on nearby properties.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The City of Maize Comprehensive Plan contemplates that this property is appropriate for urban residential development.
5. Impact of the proposed development on community facilities: The requested zone change would introduce an appropriate land use to this area. The City's municipal service systems have been designed to adequately support this type of development. Municipal water and sewer service are available at this location.

Wilks seconded the motion.

Aubuchon requested a roll call vote to approve Z-03-017 with the following results:

Burks - yes

Wilks - yes

Sciolaro - yes

Aubuchon - yes

Downes - yes

Herington - yes

Motion carried unanimously.

ADJOURNMENT:

MOTION: With no further business before the Planning Commission,

Burks moved to adjourn.

Downes seconded the motion

Motion carried unanimously.

Meeting adjourned at 8:47 PM.

Sue Villarreal
Recording Secretary

Bryan Aubuchon
Chairman

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, FEBRUARY 1, 2018**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, January 4, 2018, for a Regular Meeting with **Bryan Aubuchon**, presiding. The following Planning Commission members were present: **Mike Burks, Bryan Aubuchon, Dennis Downes and Mike Strelow**. Not present were **Bryant Wilks, Andy Sciolaro, and Jennifer Herington**. Also present were **Rebecca Bouska**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; **Bret Boawman and Jerri Brack-Bowman**, applicants **Z-01-018** and **Patricia Sallee, Clarence “Ted” Sallee**, Citizens.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Aubuchon** requested the minutes be deferred to the March 1, 2018 meeting to allow for commission review.

PUBLIC COMMENTS:

There were no public comments

Z-01-018 – Zone change for approximately 8.6 acres from SF-5 Single Family to LC Limited Commercial

Edgington explained to the commissioners explained to the commissioners that the applicant is requesting to place building samples for his company on his property to allow public viewing.

The proposed change is not an appropriate use of land given the property’s rural nature. Based upon these factors, plus the information available prior to the public hearing, staff recommends the request as submitted be DENIED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: This property is located within an area that is predominantly residential agricultural.
2. The suitability of the subject property for the uses to which it has been restricted: The property is currently out of compliance while being used for the sale of portable buildings. The property was recently sold as a single-family residence.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: LC zoning would be out of character with neighboring properties, would

introduce a use that is more intense than neighboring properties, would generate additional traffic on an unpaved road and would allow for future commercial development.

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 rural residential use. The requested use is not in conformance with the Comprehensive Plan recommendation.

5. Impact of the proposed development on community facilities: The requested zone change would introduce a more intensive land use to the area and has the potential for increasing traffic at this location.

Bowman was present to answer questions from the commissioners. **Bowman** presented proposed locations and options for moving the prefabricated buildings away from Maize Road. (attached)

Patricia Sallee, Clarence “Ted” provided written testimony opposing Limited Commercial Zoning request (attached)

MOTION: **Burks** moved to defer Zoning request Z-01-018 until the March 1, 2018 Planning Commission Meeting and instruct staff to work with **Bowman** and the neighbors on a legal description to narrow the use of the property.

Strelow seconded the motion.

Aubuchon requested a roll call vote to defer Z-01-018 with the following results:

Burks - yes

Aubuchon - yes

Downes - yes

Strelow - yes

Motion carried unanimously.

ADJOURNMENT:

MOTION: With no further business before the Planning Commission,

Burks moved to adjourn.

Downes seconded the motion

Motion carried unanimously.

Meeting adjourned at 8:15 PM.

Rebecca Bouska
Recording Secretary

Bryan Aubuchon
Chairman





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LOOK FOR THE "G"



Corner Porch Lofted Barn Cabin*

| 12' | | 14' | |
|---------|---------|-----|--|
| 12 x 20 | 14 x 24 | | |
| 12 x 24 | 14 x 28 | | |
| 12 x 28 | 14 x 32 | | |
| 12 x 32 | 14 x 36 | | |
| 12 x 36 | 14 x 40 | | |
| 12 x 40 | | | |

*This building also available without loft. See dealer for details.



| | | Barn | | | | |
|--------|---------|------|-----|---------|---------|---------|
| | | 8' | 10' | 12' | 14' | 16' |
| 8 x 12 | 10 x 12 | | | 12 x 12 | 14 x 16 | 16 x 20 |
| | 10 x 16 | | | 12 x 16 | 14 x 20 | 16 x 24 |
| | | | | 12 x 20 | 14 x 24 | 16 x 28 |
| | | | | 12 x 24 | 14 x 28 | 16 x 32 |
| | | | | 12 x 28 | 14 x 30 | 16 x 36 |
| | | | | 12 x 32 | 14 x 32 | 16 x 40 |
| | | | | 12 x 36 | 14 x 36 | |
| | | | | 12 x 40 | 14 x 40 | |
| | | | | | | |



Side Lofted Barn*

| | | 8' | 10' | 12' | 14' |
|--------|---------|----|-----|---------|---------|
| 8 x 12 | 10 x 12 | | | 12 x 12 | 14 x 16 |
| | 10 x 16 | | | 12 x 16 | 14 x 20 |
| | 10 x 20 | | | 12 x 20 | 14 x 24 |
| | 10 x 24 | | | 12 x 24 | 14 x 28 |
| | | | | 12 x 28 | 14 x 32 |
| | | | | 12 x 32 | 14 x 36 |
| | | | | 12 x 36 | 14 x 40 |
| | | | | 12 x 40 | |
| | | | | | |

*Windows sold as available option



Lofted Barn Cabin

| 10' | | 12' | | 14' | |
|---------|---------|---------|--|-----|--|
| 10 x 16 | 12 x 20 | 14 x 24 | | | |
| 10 x 20 | 12 x 24 | 14 x 28 | | | |
| 10 x 24 | 12 x 28 | 14 x 32 | | | |
| | 12 x 32 | 14 x 36 | | | |
| | 12 x 36 | 14 x 40 | | | |
| | 12 x 40 | | | | |



Lofted Barn

| | | 8' | 10' | 12' | 14' |
|--------|---------|----|-----|---------|---------|
| 8 x 12 | 10 x 12 | | | 12 x 12 | 14 x 16 |
| | 10 x 16 | | | 12 x 16 | 14 x 20 |
| | 10 x 20 | | | 12 x 20 | 14 x 24 |
| | 10 x 24 | | | 12 x 24 | 14 x 28 |
| | | | | 12 x 28 | 14 x 32 |
| | | | | 12 x 32 | 14 x 36 |
| | | | | 12 x 36 | 14 x 40 |
| | | | | 12 x 40 | |
| | | | | | |



Wraparound Lofted Barn Cabin

| 12' | | 14' | |
|---------|---------|-----|--|
| 12 x 24 | 14 x 28 | | |
| 12 x 28 | 14 x 32 | | |
| 12 x 32 | 14 x 36 | | |
| 12 x 36 | 14 x 40 | | |
| 12 x 40 | | | |



Portable Garage

| | | 10' | 12' | 14' | 16' |
|--------------------|---------|-----|-----|---------|---------|
| 10 x 20 10 x 24 | 12 x 20 | | | 14 x 24 | 16 x 24 |
| | 12 x 24 | | | 14 x 28 | 16 x 28 |
| | 12 x 28 | | | 14 x 32 | 16 x 32 |
| | 12 x 32 | | | 14 x 36 | 16 x 36 |
| | 12 x 36 | | | 14 x 40 | 16 x 40 |
| | 12 x 40 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



Cabin

| 8' | | 10' | | 12' | | 14' | | 16' | |
|------------------|---------|---------|---------|---------|--|-----|--|-----|--|
| 8 x 12 8 x 16 | 10 x 20 | 12 x 20 | 14 x 16 | 16 x 20 | | | | | |
| | 10 x 24 | 12 x 24 | 14 x 20 | 16 x 24 | | | | | |
| | | 12 x 28 | 14 x 24 | 16 x 28 | | | | | |
| | | 12 x 32 | 14 x 28 | 16 x 32 | | | | | |
| | | 12 x 36 | 14 x 32 | 16 x 36 | | | | | |
| | | 12 x 40 | 14 x 36 | 16 x 40 | | | | | |
| | | | 14 x 36 | 16 x 40 | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |



Garden Shed

| | | 8' | 10' | 12' | 14' | 16' |
|--------|---------|----|-----|---------|---------|---------|
| 8 x 12 | 10 x 12 | | | 12 x 12 | 14 x 16 | 16 x 20 |
| | 10 x 16 | | | 12 x 16 | 14 x 20 | 16 x 24 |
| | 10 x 20 | | | 12 x 20 | 14 x 24 | 16 x 28 |
| | 10 x 24 | | | 12 x 24 | 14 x 28 | 16 x 32 |
| | | | | 12 x 28 | 14 x 32 | 16 x 36 |
| | | | | 12 x 32 | 14 x 36 | 16 x 40 |
| | | | | 12 x 36 | 14 x 40 | |
| | | | | 12 x 40 | | |
| | | | | | | |



Side Porch Cabin

| 14' | | 16' | |
|---------|---------|-----|--|
| 14 x 20 | 16 x 16 | | |
| 14 x 24 | 16 x 24 | | |
| | 16 x 40 | | |



Utility Shed

| | | 8' | 10' | 12' | 14' | 16' |
|--------|---------|----|-----|---------|---------|---------|
| 8 x 12 | 10 x 12 | | | 12 x 12 | 14 x 16 | 16 x 20 |
| | 10 x 16 | | | 12 x 16 | 14 x 20 | 16 x 24 |
| | 10 x 20 | | | 12 x 20 | 14 x 24 | 16 x 28 |
| | 10 x 24 | | | 12 x 24 | 14 x 28 | 16 x 32 |
| | | | | 12 x 28 | 14 x 32 | 16 x 36 |
| | | | | 12 x 32 | 14 x 36 | 16 x 40 |
| | | | | 12 x 36 | 14 x 40 | |
| | | | | 12 x 40 | | |
| | | | | | | |



Corner Porch Cabin

| 12' | | 14' | | 16' | |
|---------|---------|---------|--|-----|--|
| 12 x 20 | 14 x 24 | 16 x 20 | | | |
| 12 x 24 | 14 x 28 | 16 x 24 | | | |
| 12 x 28 | 14 x 32 | 16 x 28 | | | |
| 12 x 32 | 14 x 36 | 16 x 32 | | | |
| 12 x 36 | 14 x 40 | 16 x 36 | | | |
| 12 x 40 | | 16 x 40 | | | |

City of Maize, KS

Regular Council Meeting Mar 19, 2018

13 of 78

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- Full Length Ridge Vents (Metal Roof Only)
- 5/8" Quality Floor System
- Treated 4 x 6 Notched Runners
- Treated 2 x 6 Floor Joists (50% Stronger than 2 x 4's)
- T1-11 Siding with Manufacturer's Limited Lifetime Warranty on all Wood Products
- 2 x 4 Reinforced Doors
- Galvanized Ring Shank Nails
- 93 1/2" Walls on Utility, Garden Shed, Garage, and Cabin.

AVAILABLE OPTIONS:

- 24" x 36" Window (Double pane window available)
 - 36" x 36" Window (Double pane window available)
 - Steel Wrapped Door (9-Lite or Solid)
 - 6, 8 and 9 foot Garage Doors available
 - 48" Sgl. Wood Door
 - 72" Dbl. Wood Doors
 - Railing for 16 x 24 or 16 x 40 Side Porch Cabin
 - Handrails for Standard Front Porch Cabins
 - "G" Board Radiant Barrier
 - Flower Boxes (Various Colors)
 - Window Shutters (Various Colors)
 - Standard Stain
 - Upgrade to a 6' Deep Porch
- (Inquire with dealer for more details)

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NO-Credit Check



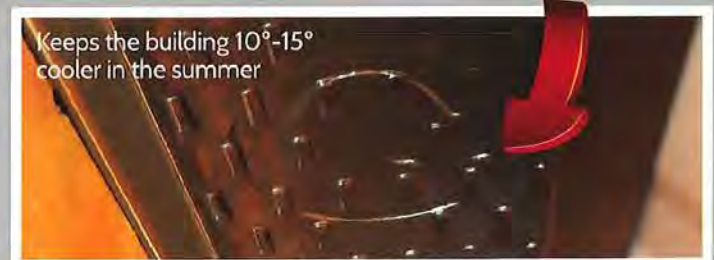
WHAT SETS US APART FROM OUR COMPETITION?

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January 31, 2018

Maize City Planning Commission

10100 W. Grady

Maize Kansas 67101

RE: Case Number Z-01-018

Request for change of zoning from SF-5 to LC at 6233 N. Maize Road

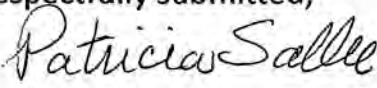
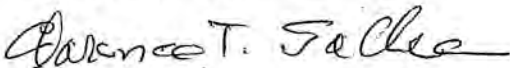
We own the property at 6125 N. Maize Road and received notice of this request for zoning change.

We object to a change in zoning. We have lived here in our home since 1977. We have watched our neighbors build their homes. We expect that the area would remain residential.

We object to the potential for commercial development on 5 acres near our property. We do not wish to have liquor stores, night clubs, or any other commercial property nearby. We do not want the increased traffic and increased noise of all types.

We ask that you deny the request for a zoning change.

Respectfully submitted,

Clarence "Ted" Sallee and Patricia Sallee, Owners

CITY OF MAIZE
Bank Reconciliation Report
For February 2018

Fund Balances

| FUND | NAME | BEGIN | | | END | |
|------------------------|-----------------------------------|------------------------|----------------------|------------------------|-----------|---------------------|
| | | PERIOD | RECEIPTS | DISBURSEMENTS | PERIOD | |
| 01 | General Fund | \$ 1,040,081.48 | \$ 152,850.05 | \$ 295,398.53 | \$ | 897,533.00 |
| 02 | Street Fund | 179,260.53 | 12,500.00 | 28,352.11 | \$ | 163,408.42 |
| 04 | Capital Improvements Fund | 172,789.61 | 41,515.70 | 14,781.73 | | 199,523.58 |
| 05 | Long-Term Projects | 2,234,824.18 | - | 546,888.36 | | 1,687,935.82 |
| 10 | Equipment Reserve Fund | 58,228.56 | 12,705.04 | 1,360.52 | | 69,573.08 |
| 11 | Police Training Fund | 9,512.40 | 835.50 | - | | 10,347.90 |
| 12 | Municipal Court Fund | 42,755.01 | 1,987.68 | 7,449.39 | | 37,293.30 |
| 16 | Bond & Interest Fund | 941,122.84 | 46,033.67 | 145,671.08 | | 841,485.43 |
| 19 | Wastewater Reserve Fund | 237,845.17 | 8,504.57 | - | | 246,349.74 |
| 20 | Wastewater Treatment Fund | 825,625.99 | 84,058.31 | 64,944.72 | | 844,739.58 |
| 21 | Water Fund | 644,132.44 | 82,173.09 | 53,611.34 | | 672,694.19 |
| 22 | Water Reserve Fund | 179,991.31 | 3,000.00 | - | | 182,991.31 |
| 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 | 2,856.37 | 1,730.00 | 2,625.24 | | 1,961.13 |
| 98 | Maize Cemetery | 131,085.23 | 1,255.89 | 134.92 | | 132,206.20 |
| Totals All Fund | | \$ 7,118,315.78 | \$ 449,149.50 | \$ 1,161,217.94 | \$ | 6,406,247.34 |

Bank Accounts and Adjustments

| | | | | | |
|------------------------------------|------------------------|----------------------|------------------------|-----------|---------------------|
| Halstead Checking Account | \$ 794,712.57 | \$ 938,796.85 | \$ 1,315,432.23 | \$ | 418,077.19 |
| Outstanding Items | | | | \$ | (193,810.60) |
| Halstead Bank Money Market Account | 6,642,297.18 | 7,477.37 | 600,000.00 | | 6,049,774.55 |
| Maize Cemetery CD 85071 | 60,788.59 | 196.82 | - | | 60,985.41 |
| Maize Cemetery Operations | 70,896.64 | 459.07 | 134.92 | | 71,220.79 |
| Totals All Banks | \$ 7,568,694.98 | \$ 946,930.11 | \$ 1,915,567.15 | \$ | 6,406,247.34 |

CITY OF MAIZE
Cash and Budget Position
Thru February 28, 2018

| FUND | NAME | BEGINNING CASH BALANCE | MONTH RECEIPTS | MONTH DISBURSEMENTS | END MONTH CASH BALANCE | ANNUAL EXPENSE BUDGET | YTD REVENUE | YTD EXPENSE | REMAINING EXPENSE BUDGET | REMAINING BUDGET PERCENTAGE |
|----------------------|-----------------------------------|---------------------------|----------------------|------------------------|---------------------------|-----------------------------|------------------------|------------------------|--------------------------------|-----------------------------------|
| 01 | General Fund | \$ 1,040,081.48 | \$ 152,850.05 | \$ 295,398.53 | \$ 897,533.00 | \$ 3,716,847.00 | \$ 1,417,617.70 | \$ 718,357.34 | \$ 2,998,489.66 | 80.67% |
| 02 | Street Fund | 179,260.53 | 12,500.00 | 28,352.11 | 163,408.42 | 310,050.00 | 55,272.44 | 65,306.73 | 244,743.27 | 78.94% |
| 04 | Capital Improvements Fund | 172,789.61 | 41,515.70 | 14,781.73 | 199,523.58 | 544,000.00 | 83,756.49 | 14,781.73 | 529,218.27 | 97.28% |
| 05 | Long-Term Projects | 2,234,824.18 | - | 546,888.36 | 1,687,935.82 | - | 673,221.13 | 1,897,025.53 | | |
| 10 | Equipment Reserve | 58,228.56 | 12,705.04 | 1,360.52 | 69,573.08 | 170,000.00 | 25,423.97 | 82,789.82 | 87,210.18 | 51.30% |
| 11 | Police Training Fund | 9,512.40 | 835.50 | - | 10,347.90 | 3,000.00 | 1,517.50 | 698.00 | 2,302.00 | 76.73% |
| 12 | Municipal Court Fund | 42,755.01 | 1,987.68 | 7,449.39 | 37,293.30 | - | 3,967.68 | 7,583.17 | | |
| 16 | Bond & Interest Fund | 941,122.84 | 46,033.67 | 145,671.08 | 841,485.43 | 2,264,103.00 | 861,086.30 | 192,455.46 | 2,071,647.54 | 91.50% |
| 19 | Wastewater Reserve Fund | 237,845.17 | 8,504.57 | - | 246,349.74 | - | 17,415.24 | - | | |
| 20 | Wastewater Treatment Fund | 825,625.99 | 84,058.31 | 64,944.72 | 844,739.58 | 798,000.00 | 162,698.94 | 123,404.67 | 674,595.33 | 84.54% |
| 21 | Water Fund | 644,132.44 | 82,173.09 | 53,611.34 | 672,694.19 | 822,000.00 | 159,422.96 | 128,067.37 | 693,932.63 | 84.42% |
| 22 | Water Reserve Fund | 179,991.31 | 3,000.00 | - | 182,991.31 | - | 6,000.00 | 11,970.00 | | |
| 23 | Water Bond Debt Reserve Fund | 268,000.00 | - | - | 268,000.00 | - | - | - | | |
| 24 | Wastewater Bond Debt Reserve Fund | 147,800.09 | - | - | 147,800.09 | - | - | - | | |
| 32 | Drug Tax Distribution Fund | 2,404.57 | - | - | 2,404.57 | - | - | - | | |
| 38 | Cafeteria Plan | 2,856.37 | 1,730.00 | 2,625.24 | 1,961.13 | - | 5,190.00 | 3,775.42 | | |
| 98 | Maize Cemetery | 131,085.23 | 1,255.89 | 134.92 | 132,206.20 | 137,940.00 | 25,202.75 | 903.03 | 137,036.97 | 99.35% |
| Report Totals | | \$ 7,118,315.78 | \$ 449,149.50 | \$ 1,161,217.94 | \$ 6,406,247.34 | \$ 8,765,940.00 | \$ 3,497,793.10 | \$ 3,247,118.27 | \$ 7,439,175.85 | 84.86% |

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 19, 2018**

Consent Agenda items 9d & 9e

On March 1, 2018, the Planning Commission denied two requests for zone change cases. Per Kansas State Statute, the Council is not required or obligated to hold any additional public hearing or to receive any additional testimony. Thus, the cases are presented on the consent agenda.

These cases are now before the Council.

Staff is recommending the Council accept the finding of denial of the Planning Commission.

By approval of the consent agenda, the Council accepts the recommendation of the Planning Commission.

Summary of cases:

Case #1 - - ITEM: Z-01-018 (Council Agenda item 9d) Zone change for approximately 8.6 acres from SF-F Single-Family Residential to LC Limited Commercial at 6233 N Maize Rd.

BACKGROUND: The applicant is requesting this zone change in order to display and offer agricultural storage buildings for sale.

Case #2 - - ITEM: Z-02-018 (Council agenda item 9e) Zone change for approximately 2 acres from SF-F Single-Family Residential to LC Limited Commercial at the southwest corner of Maize Road and Lakelane.

BACKGROUND: The applicant is requesting this zone change in order to construct an outbuilding for storage of equipment for his tree trimming business on a property that is currently undeveloped. The property is currently zoned Single Family Residential. If there were a residence on the property the outbuilding would be allowed as an accessory structure and the operation of a tree trimming business as a home occupation would be allowed (with certain restrictions as defined in the City of Maize Zoning Code).

Summary:

1. The Council is not required to hear from anyone regarding these cases. A public hearing was held during the Planning Commission phase of this zoning process.
2. Additional information can be found on the Council backup file agenda.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 19, 2018**

AGENDA ITEM #11A

ITEM: Carriage Crossing Petitions and Resolutions of Advisability

BACKGROUND:

At the February 19, 2018 the Council approved a petition for the Carriage Crossing Addition. This a petition was in the amount of \$282,000 for 17 lots on Longbranch Drive.

The developer, has since, added 16 lots to the benefit district and submitted a revised petition, including additional petitions for sanitary sewer and water distribution improvements.

| | |
|---------------------------|------------------|
| Paving (Longbranch Drive) | \$566,000 |
| Sanitary Sewer | \$110,000 |
| Water Distribution | <u>\$ 86,000</u> |
| | \$663,000 |

Also included in the sewer and water petitions are the benefit fees that the Council approved in Ordinance #938.

These assessments are listed in paragraph 1(e) in each petition.

FINANCIAL CONSIDERATIONS:

The total cost for these improvements is \$663,000.
Staff is working with the financial advisor to update the 2018 project funding schedule.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Carriage Crossing Addition in the total amount of \$663,000.

- 2) Adopt the Resolutions of Advisability for the Carriage Crossing Addition.

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

(Published in *The Clarion* on March __, 2018)

RESOLUTION NO. _____

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

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

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

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

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

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

There be constructed (i) paving improvements on LONGBRACH DRIVE from the west line of Lot 10, Block 8 to the north line of Horseshoe Bend; and (ii) the reconstruction of a certain gravel access road from the west line of Lot 10, Block 8 to the east R/W of the Union Pacific Railroad and all necessary improvements related and appurtenant thereto. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage shall be installed as necessary

(b) The estimated or probable cost of the proposed Improvements is: \$566,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Carriage Crossing Addition

Lots 50 through 64, Block 5,
Lots 39 through 47, Block 6,
Lots 2 through 10, Block 8

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is on a fractional basis as described below.

That the lots and tracts in the Improvement District shall each pay 1/33 of the total cost payable by the improvement district

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 19, 2018.

(SEAL)

By: _____
Name: Donna Clasen
Title:

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 19, 2018, as the same appears of record in my office.

DATED: March 19, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on March 19, 2018)

RESOLUTION NO. _____

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

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

There be constructed a lateral sanitary sewer to to serve the Improvement District (as described herein), all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$110,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Carriage Crossing Addition

Lots 58 through 64, Block 5 and
Lots 2 through 10, Block 8
to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below.

That the lots in Improvement District shall each pay 1/16 of the total cost payable by the improvement district

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

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

(f) Pursuant to Kan Const. Art. 5, § 12., K.S.A. 12-6a19 and Ordinance No. 938 of the City of Maize, the Improvement District shall be additionally assessed a benefit fee of (\$13,040), to be assessed in the manner set forth in **Section 1(d)** hereof.

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

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

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

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ADOPTED by the governing body of the City on March 19, 2018.

(SEAL)

By: _____
Name: Donna Clasen
Title:

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

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DATED: March 19, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on March __, 2018)

RESOLUTION NO. _____

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

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

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$86,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Carriage Crossing Addition

Lots 50 through 64, Block 5,
Lots 39 through 47, Block 6, and
Lots 2 through 10, Block 8,

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is on a fractional basis as described below:

That the lots in the Improvement District shall each pay 1/33 of the total cost payable by the Improvement District.

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

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

(f) Pursuant to Kan Const. Art. 5, § 12., K.S.A. 12-6a19 and Ordinance No. 938 of the City of Maize, the Improvement District shall be additionally assessed a benefit fee of \$13,530.00, to be assessed in the same manner as set forth in *Section 1(d)* hereof.

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

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

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

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(SEAL)

By: _____
Name: Donna Clasen
Title:

ATTEST:

By: _____
Name: Jocelyn Reid
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 19, 2018, as the same appears of record in my office.

DATED: March 19, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Carriage Crossing Addition

Lots 50-64, Block 5
Lots 39-47, Block 6
Lots 2-10, Block 8

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed (i) paving improvements on LONGBRACH DRIVE from the west line of Lot 10, Block 8 to the north line of Horseshoe Bend; and (ii) the reconstruction of a certain gravel access road from the west line of Lot 10, Block 8 to the east R/W of the Union Pacific Railroad and all necessary improvements related and appurtenant thereto (collectively, the “Improvements”).

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage shall be installed as necessary.

- (b) That the estimated and probable cost of the foregoing improvement being Five Hundred Sixty Six Thousand Dollars (\$566,000.00), exclusive of the cost of interest on borrowed money. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after March 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet

the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following lots and tracts in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/33 of the total cost of the improvement district:

Carriage Crossing Addition

Lots 50-64, Block 5
Lots 39-47, Block 6
Lots 2-10, Block 8

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Carriage Crossing Addition

| | | |
|-----------------|-------------------------|-------|
| Lot 50, Block 5 | _____ | _____ |
| | Martin Development Inc. | |

| | | |
|---|----------|-------|
| Lots 51-64 Block 5 Lots 39-47, Block 6 Lots 2-10, Block 8 | _____ | _____ |
| | BATC LLC | |

| | |
|-----------------------------------|-------------------------|
| Carriage Crossing Addition | |
| Phase 6 Improvements | |
| 3/5/2018 | |
| Petition Cost Summary | |
| | |
| | Monthly Estimate |
| Sanitary Sewer Laterals | \$39.87 |
| Water Distribution System | \$15.11 |
| Paving (Longbranch) | \$99.47 |
| Paving (High Plains) | \$5.45 |
| Water Main Benefit Fee | \$2.38 |
| Sewer Main Benefit Fee | \$4.58 |
| Total of All | \$166.87 |

SANITARY PETITION ESTIMATE

| | | | | | |
|--|-----------------|----|-------------------|--------------|-----------------|
| Carriage Crossing - Phase 6 | | | | | 3/5/2018 |
| Maize, Kansas | | | | | |
| | | | | | |
| Item | Quantity | | Unit Price | Total | |
| SS PVC Pipe 08" | 1200 | lf | \$35.00 | \$42,000.00 | |
| Standard Type P MH | 4 | ea | \$3,750.00 | \$15,000.00 | |
| Connect to Existing MH | 1 | ea | \$1,000.00 | \$1,000.00 | |
| Cleanout Riser Assembly | 5 | ea | \$1,200.00 | \$6,000.00 | |
| Sand Backfill | 1200 | lf | \$10.00 | \$12,000.00 | |
| Erosion Control BMP, Construction Entrance | 1 | ea | \$1,000.00 | \$1,000.00 | |
| Contractor Inspection & Testing | 1 | ls | \$2,400.00 | \$2,400.00 | |
| Site Clearing & Restoration | 1 | ls | \$2,000.00 | \$2,000.00 | |
| | | | | | |
| | | | Sub-total | \$81,400.00 | |
| Engineering, etc. (35%) | | | | \$28,490.00 | |
| | | | Total | \$109,890.00 | |

PETITION AMOUNT

letter of credit

\$110,000.00

Benefit District

Lots 58-64, Block 5

Lots 2-10, Block 8

Total Lots

Monthly Cost (20 yrs, 3.5%)

No. Lots

7

9

16

Cost per Lot

\$38,500.00

\$6,875.00

\$39.87

| | |
|---------------------------------------|---------------|
| Carriage Crossing Addition | |
| Phase 6 Improvements | |
| 3/5/2018 | |
| | |
| Sewer Main Benefit Calculation | |
| Area in square feet | 521716 |
| Main Benefit Fee (\$0.05/sf) | \$26,085.80 |
| With 33 Lots, Cost Per Lot | \$790.48 |
| 20 Years at 3.5% Monthly Assessment | \$4.58 |
| | |

WATER PETITION ESTIMATE

| | | | | | |
|--|-----------------|----|-------------------|--------------|-----------------|
| Carriage Crossing - Phase 6 | | | | | 3/5/2018 |
| Maize, Kansas | | | | | |
| | | | | | |
| Item | Quantity | | Unit Price | Total | |
| WL PVC Pipe 08" | 1410 | lf | \$25.00 | \$35,250.00 | |
| DICL SJ Pipe 08" | 10 | lf | \$35.00 | \$350.00 | |
| Anchored Gate Valve Assembly 8" | 1 | ea | \$1,200.00 | \$1,200.00 | |
| Short Services | 8 | ea | \$600.00 | \$4,800.00 | |
| Long Services | 9 | ea | \$1,000.00 | \$9,000.00 | |
| Connect to Existing Water Main | 1 | ea | \$1,000.00 | \$1,000.00 | |
| Fire Hydrant Assembly | 2 | ea | \$3,750.00 | \$7,500.00 | |
| 2" Blowoff Assembly | 1 | ea | \$1,000.00 | \$1,000.00 | |
| Erosion Control BMP, Construction Entrance | 1 | ea | \$1,000.00 | \$1,000.00 | |
| Contractor Inspection & Testing | 1 | ls | \$1,410.00 | \$1,410.00 | |
| Site Clearing & Restoration | 1 | ls | \$1,000.00 | \$1,000.00 | |
| | | | | | |
| | | | Sub-total | \$63,510.00 | |
| Engineering, etc. (35%) | | | | \$22,228.50 | |
| | | | Total | \$85,738.50 | |

PETITION AMOUNT

\$86,000.00

letter of credit

\$30,100.00

Benefit District

No. Lots

Cost per Lot

Lots 50-64, Block 5

15

Lots 39-47, Block 6

9

Lots 2-10, Block 8

9

33

\$2,606.06

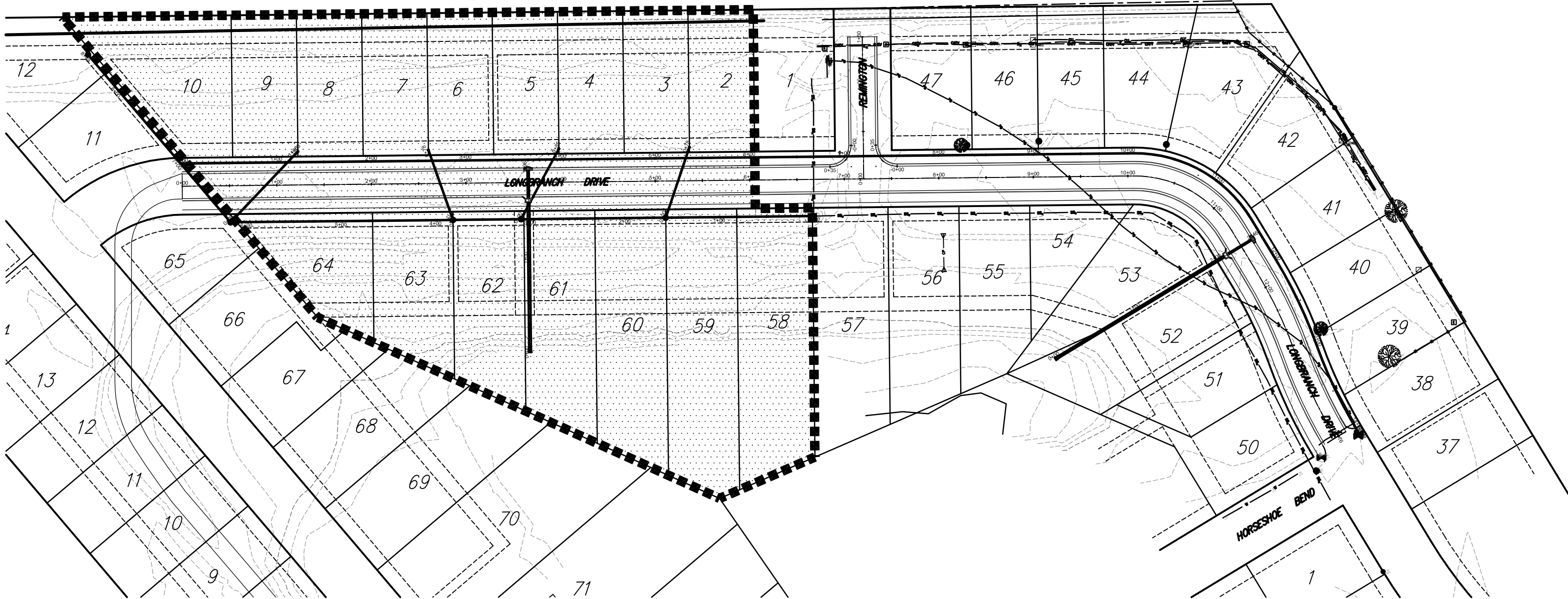
Monthly Cost (20 yrs, 3.5%)

\$15.11

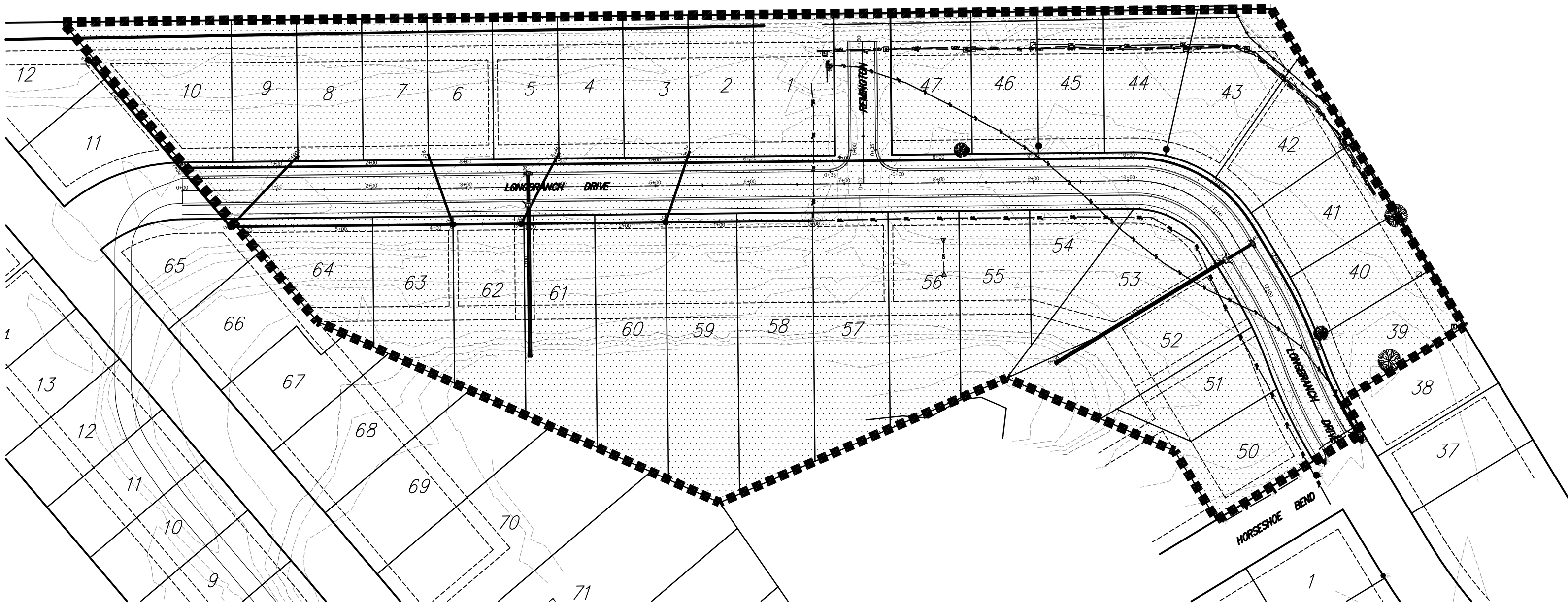
| | |
|---------------------------------------|---------------|
| Carriage Crossing Addition | |
| Phase 6 Improvements | |
| 3/5/2018 | |
| | |
| Water Main Benefit Calculation | |
| Area in square feet | 521716 |
| Main Benefit Fee (\$0.026/sf) | \$13,564.62 |
| With 33 Lots, Cost Per Lot | \$411.05 |
| 20 Years at 3.5% Monthly Assessment | \$2.38 |
| | |

| | | | | |
|---|------------------------|----|--------------------------|---------------------|
| Carriage Crossing Addition | | | | |
| Phase 6 Improvements | | | | |
| 3/5/2018 | | | | |
| | | | | |
| | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
| Paving Items | | | | |
| AC Pavement 5" (3" Bit Base) | 4575 | sy | 20.00 | 91,500.00 |
| Reinforced Crushed Rock Base (5") | 5848 | sy | 9.00 | 52,632.00 |
| RCVG Pavement (7") | 108 | sy | 45.00 | 4,860.00 |
| Comb. C & G (3 5/8" RL & 1 1/2") | 3041 | lf | 10.00 | 30,410.00 |
| Rework Existing Gravel Surfacing | 2573 | sy | 10.00 | 25,730.00 |
| Concrete Sidewalk | 6761 | sf | 4.00 | 27,044.00 |
| Wheelchair Ramp Construction (30 sf) | 0 | ea | 450.00 | 0.00 |
| Inlet Hookups | 4 | ea | 500.00 | 2,000.00 |
| Earth Work Items | | | | |
| Excavation | 15000 | cy | 4.00 | 60,000.00 |
| | | | | |
| General Items | | | | |
| Sediment Barrier, Inlet | 4 | ea | 100.00 | 400.00 |
| Sediment Barrier, Silt Fence | 3500 | lf | 1.00 | 3,500.00 |
| Site Clearing & Restoration | 1 | LS | 50,000.00 | 50,000.00 |
| Project Seeding | 1 | LS | 3,000.00 | 3,000.00 |
| Erosion Control; Maintain Stabilized Entrance | 1 | LS | 100.00 | 100.00 |
| | | | | |
| Storm Water Sewer Drain | | | | |
| 18" RCP | 600 | lf | 75.00 | 45,000.00 |
| Type 1A Inlet Double | 4 | ea | 3,750.00 | 15,000.00 |
| Sand Backfill | 70 | ea | 15.00 | 1,050.00 |
| Rear Yard Drainage Basin | 2 | ea | 10,000.00 | 20,000.00 |
| Light Stone Rip Rap | 33 | sy | 60.00 | 1,980.00 |
| | | | | |
| Traffic | | | | |
| Street Signage | 1 | LS | 1,000.00 | 1,000.00 |
| | | | | |
| Construction Total | | | | \$435,206.00 |
| With Project Costs at 30% | | | | \$565,767.80 |
| Petition | | | | \$566,000.00 |
| Letter of Credit (35%) | | | | \$198,000.00 |
| 33 Lots, Cost Per Lot | | | | \$17,151.52 |
| 20 Years at 3.5%, Cost Per Lot | | | | \$99.47 |

CARRIAGE CROSSING SANITARY SEWER BENEFIT DISTRICT



CARRIAGE CROSSING PAVING AND WATER BENEFIT DISTRICT



WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Carriage Crossing Addition

Lots 50-64, Block 5
Lots 39-47, Block 6
Lots 2-10, Block 8

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Eighty Six Thousand Dollars (\$86,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after March 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following lots and tracts in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/33 of the total cost of the improvement district:

Carriage Crossing Addition

Lots 50-64, Block 5

Lots 39-47, Block 6

Lots 2-10, Block 8

- (e) The undersigned hereby: (i) acknowledge that the real property comprising the Benefit District is subject to benefit fees to be imposed as a result of waterline improvements (the “Improvements”) previously constructed pursuant to K.S.A. 12-6a04; and (ii) request that the Benefit District now be served by the Improvements and assessed a benefit fee pursuant to K.S.A. 12-6a01 et seq., specifically including K.S.A. 12-6a19, and Ordinance No. 938 of the City of Maize (collectively, the “Act”). The benefit fee herein requested to be assessed to each property in the Benefit District is 2.6 cents per square foot, and in the following manner: Thirteen Thousand Five Hundred and Thirty Dollars (\$13,530) assessed equally among all 33 lots at a cost of Four Hundred and Ten Dollars (\$410) per lot.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Carriage Crossing Addition

| | | |
|-----------------|-------------------------|-------|
| Lot 50, Block 5 | _____ | _____ |
| | Martin Development Inc. | |

| | | |
|---------------------|----------|-------|
| Lots 51-64, Block 5 | | |
| Lots 39-47, Block 6 | | |
| Lots 2-10, Block 8 | _____ | _____ |
| | BATC LLC | |

CARRIAGE CROSSING

MAIZE, SEDGWICK COUNTY, KANSAS

A SUBDIVISION IN THE S 1/2
OF SECTION 20 - T26S - R1W

| MINIMUM PAD ELEVATIONS | | |
|------------------------|-------|-----------|
| LOTS | BLOCK | ELEVATION |
| 2 THRU 45 | 1 | 1346.8 |
| 72 THRU 75 | 1 | 1353.0 |
| 1 THRU 4 | 2 | 1353.0 |
| 16 THRU 19 | 2 | 1353.0 |
| 1 THRU 4 | 3 | 1353.0 |
| 5 THRU 8 | 3 | 1348.0 |
| 10 THRU 20 | 3 | 1347.1 |
| 1 THRU 17 | 4 | 1348.2 |
| 18 THRU 34 | 4 | 1346.0 |
| ALL LOTS | 5 | 1345.0 |
| 1 THRU 41 | 6 | 1345.0 |
| 42 THRU 47 | 6 | 1346.9 |
| ALL LOTS | 7 | 1349.0 |
| ALL LOTS | 8 | 1347.4 |
| 1 THRU 7 | 9 | 1345.6 |
| 8 | 9 | 1345.8 |
| 9 | 9 | 1348.0 |
| 10 | 9 | 1348.2 |
| 11 | 9 | 1348.4 |
| 12 | 9 | 1348.6 |
| 13 | 9 | 1348.8 |
| 14 | 9 | 1347.0 |
| 15 | 9 | 1347.1 |
| 16 | 9 | 1347.3 |
| 17 | 9 | 1347.4 |
| 18 | 9 | 1347.5 |
| ALL REMAINING LOTS | | 1349.0 |



EXCEPTION

EXCEPTION

EXCEPTION

SHEET 2 OF 3

PC 1-10 B



This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized creation of original plat record

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 19, 2018**

AGENDA ITEM # 11B

ITEM: **Carriage Crossing Addition Phase 6 Engineering Contract**

BACKGROUND:

The developer for the Carriage Crossing Addition is ready to start improvements. A contract from Garver, LLC for engineering services is presented to Council for approval.

Petitions and resolutions for paving, water and sewer improvements were approved in Item 11A.

FINANCIAL CONSIDERATIONS:

Cost is \$64,600 for design services and \$92,000 for construction services. This project will be included in the 2018 bond project funding that will be finalized later this year.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

Approve the Garver, LLC contract in amounts not to exceed \$64,700 for design and \$92,000 for construction services and authorize the Mayor to sign. - - -
Subject to the City Attorneys approval of final form



AGREEMENT FOR PROFESSIONAL SERVICES
City of Maize, Kansas
10100 W Grady Avenue, Maize, Kansas 67101
Project: Carriage Crossing Addition Phase 6 Improvements

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Maize, Kansas**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Phase 6 Improvements to serve Carriage Crossing Addition, including the following:

- Project 1: Street Improvements to Long Branch Drive, from Horseshoe Bend to Sweet Water Road, including Remington Street from Long Branch Drive to the north line of the Addition, including Storm Water Drainage System.
- Project 2: Street Improvements to High Plains from Plantation Road to K&O Railroad.
- Project 3: Street Improvements to the K&O Railroad Crossing.
- Project 4: Sanitary Sewer Extensions to serve Phase 6 Improvements.
- Project 5: Water Line Extensions to serve Phase 6 Improvements.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

Garver will provide engineering design services for each of the Projects 1 – 5 listed above to the standards provided by the City Engineer of the City of Maize.

Garver will provide construction staking and construction inspection services for the installation of these projects as more fully described in Exhibit A.



SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except for geotechnical services and as may be modified for additional services required), the Owner will pay GARVER on a lump sum basis for engineering design services, and on an hourly, not to exceed basis for construction staking and inspection services. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

| Carriage Crossing Phase 6 Improvements | FEE AMOUNT | FEE TYPE |
|--|------------------|-------------------------|
| Design, Project No. 1 | \$39,100 | Lump Sum |
| Design, Project No. 2 | \$3,500 | Lump Sum |
| Design, Project No. 3 | \$7,000 | Lump Sum |
| Design, Project No. 4 | \$8,100 | Lump Sum |
| Design, Project No. 5 | \$7,000 | Lump Sum |
| | | |
| Construction Staking, Project No. 1 | \$7,100 | Hourly, (Rate Schedule) |
| Construction Staking, Project No. 2 | \$1,000 | Hourly, (Rate Schedule) |
| Construction Staking, Project No. 3 | \$1,500 | Hourly, (Rate Schedule) |
| Construction Staking, Project No. 4 | \$2,600 | Hourly, (Rate Schedule) |
| Construction Staking, Project No. 5 | \$2,800 | Hourly, (Rate Schedule) |
| | | |
| Construction Inspection, Project No. 1 | \$41,000 | Hourly, (Rate Schedule) |
| Construction Inspection, Project No. 2 | \$5,000 | Hourly, (Rate Schedule) |
| Construction Inspection, Project No. 3 | \$6,000 | Hourly, (Rate Schedule) |
| Construction Inspection, Project No. 4 | \$14,000 | Hourly, (Rate Schedule) |
| Construction Inspection, Project No. 5 | \$11,000 | Hourly, (Rate Schedule) |
| TOTAL FEE | \$156,700 | |

For Construction Staking and Construction Phase Services, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The amount paid to GARVER under this agreement is estimated to be \$92,000.00. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2018.

For the Construction Phase Services, expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.



4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$15.00 per hour for GPS and Robotic Total Station survey equipment use.

Should it be determined that Geotechnical Services are required on this project, the Owner will negotiate and directly contract with an approved Geotechnical Consultant as a subconsultant to the City of Maize.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2018.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary staking and inspection services.
3. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
4. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
5. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
6. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however,



the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants



working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

| | |
|--|-----------------|
| Worker's Compensation | Statutory Limit |
| Automobile Liability (Combined Property Damage and Bodily Injury) | \$500,000.00 |
| General Liability (Combined Property Damage and Bodily Injury) | \$1,000,000.00 |
| Professional Liability | \$2,000,000.00 |

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 (not used)

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and



its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is a Kansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Kansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF MAIZE, KANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



APPENDIX A – SCOPE OF SERVICES (Construction Staking & Inspection):

Pre-Construction Activities:

- Assist the City with the bid letting of the project.
- Assist the City with the preparation and receipt of contracts and project bonds.
- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Verify that all on-site underground utility lines have been marked by Kansas One-Call, and arrange for the Contractor to relocate utility lines that may be in conflict with the project.
- Field check all materials on site to assure compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Review and coordinate traffic control measures prior to construction.

Construction Operations – Staking and Inspection

- Construction staking of the project, consisting of tacked hubs at a specified offset from the pipe at fifty-foot intervals and inflection points and appurtenances for the length of the project. Culvert pipes will be staked for location and flow elevation.
- Check traffic control measures prior to construction.
- Verify drainage ditches for alignment and grade.
- Check trench width and depth.
- Check that proper trenching methods are being used.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and appurtenance locations.
- Complete all inspection logs, and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.
- Coordinate water sampling and testing. Testing cost for water samples will be treated as a pass through cost on the project.
- Observation of pipe testing performed by the Contractor, including pressure testing.

The list of inspection items presented here provides an outline of the duties and the responsibilities of Garver prior to and during construction of this project, but cannot detail all of the contingencies that may arise during the construction. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.



APPENDIX B
City of Maize
Garver Hourly Rate Schedule: July 2017 - June 2018

| Classification | Rates |
|--|--------------|
| Engineers / Architects | |
| E-1..... | \$ 102.00 |
| E-2..... | \$ 118.00 |
| E-3..... | \$ 142.00 |
| E-4..... | \$ 166.00 |
| E-5..... | \$ 203.00 |
| E-6..... | \$ 254.00 |
| E-7..... | \$ 337.00 |
| Planners / Environmental Specialist | |
| P-1..... | \$ 122.00 |
| P-2..... | \$ 153.00 |
| P-3..... | \$ 191.00 |
| P-4..... | \$ 216.00 |
| P-5..... | \$ 251.00 |
| P-6..... | \$ 285.00 |
| P-7..... | \$ 345.00 |
| Designers | |
| D-1..... | \$ 95.00 |
| D-2..... | \$ 111.00 |
| D-3..... | \$ 132.00 |
| D-4..... | \$ 153.00 |
| Technicians | |
| T-1..... | \$ 74.00 |
| T-2..... | \$ 94.00 |
| T-3..... | \$ 114.00 |
| Surveyors | |
| S-1..... | \$ 46.00 |
| S-2..... | \$ 60.00 |
| S-3..... | \$ 81.00 |
| S-4..... | \$ 116.00 |
| S-5..... | \$ 153.00 |
| S-6..... | \$ 174.00 |
| 2-Man Crew (Survey)..... | \$ 186.00 |
| 3-Man Crew (Survey)..... | \$ 232.00 |
| 2-Man Crew (GPS Survey)..... | \$ 206.00 |
| 3-Man Crew (GPS Survey)..... | \$ 252.00 |
| Construction Observation | |
| C-1..... | \$ 89.00 |
| C-2..... | \$ 115.00 |
| C-3..... | \$ 140.00 |
| C-4..... | \$ 173.00 |
| Management/Administration | |
| M-1..... | \$ 345.00 |
| X-1..... | \$ 58.00 |
| X-2..... | \$ 79.00 |
| X-3..... | \$ 110.00 |
| X-4..... | \$ 140.00 |
| X-5..... | \$ 172.00 |
| X-6..... | \$ 219.00 |

Agreement for Professional Services

Project Name: Carriage Crossing Phase 6 Improvements

Garver Project No. 18267081

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, March 19, 2018**

AGENDA ITEM #11C

ITEM: Kansas & Oklahoma Railroad Agreement

BACKGROUND:

In order to allow a second entrance into the Carriage Crossing, Sixth Addition, the new roadway will intersect with and cross the Kansas & Oklahoma Railroad (*Partial map is attached*).

This agreement provides the authorization necessary to accomplish the required construction crossing the railroad for the second entrance.

FINANCIAL CONSIDERATIONS:

There is a \$750.00 fee associated with the agreement.

LEGAL CONSIDERATIONS:

City attorney has reviewed and revised the original document.
The agreement was returned to the K & O Railroad and is under review by their legal staff.

RECOMMENDATION/ACTION:

Approve the Kansas & Oklahoma Railroad agreement, subject to the final form approval of the City Attorney.

KANSAS & OKLAHOMA RAILROAD, LLC

LICENSE AGREEMENT FOR PUBLIC GRADE CROSSING

This agreement, dated as of this 21st day of February, 2018 between Kansas & Oklahoma Railroad, LLC, which has a mailing address at 315 West 3rd Street, Pittsburg, KS 66762 (“Railroad”) and City of Maize, Kansas, having a mailing address at 10100 Grady Avenue, Maize, Kansas 67101 (“Licensee”).

WITNESSETH:

WHEREAS, the parties have reached accord concerning the terms and conditions for Licensee's use of a public grade crossing across Railroad's property and desire to reduce them to writing.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. CROSSING

(a) Railroad hereby grants to Licensee, insofar as it has the legal right and its present title hereby permits, the License to use crossing at grade, over the roadway and track of Kansas & Oklahoma Railroad, LLC, located in the City of Maize, County of Sedgwick, State of Kansas. (South ½, Section 20, Township 26 South, Range 1 West)

(b) The Crossing shall be a public one, and Licensee shall not permit it to be used except by Licensee, its officers, employees, agents and other persons having business or visiting with Licensee. No lease, assignment of any type or transfer or conveyance of a real property interest is intended by this License.

2. PAYMENT

Licensee shall pay Railroad, upon execution of this License, the one-time fee of **SEVEN HUNDRED FIFTY DOLLARS (\$750.00)** as reimbursement for the fees of preparing this License.

3. CONSTRUCTION

(a) All materials and work contemplated by this License shall be furnished and performed by Licensee at the sole cost and expense of Licensee.

(b) The following work and materials shall be provided by Licensee subject to the prior approval of Railroad's Property Manager, or his designee:

(c) Licensee shall install, repair and maintain all asphalt material, together with all approach work, at its sole risk, cost and expense.

(d) Licensee, before performing any work set forth in this License, shall give Railroad's Property Manager, or his designee, at least four (4) days prior notice.

(e) The Crossing shall also include adequate drainage facilities necessary or appropriate for the prevention of ponding and/or flooding or any other kind of water damage in the general area where the Crossing is located. Said drainage facilities shall be installed, repaired, maintained and cleaned by Licensee at the sole risk, cost and expense of Licensee.

(f) Public Crossing must be protected on all four sides with Jersey Barriers situated in such a way as to prevent access to ATV riders and other trespassers.

4. MAINTENANCE

(a) Licensee shall perform all maintenance and repairs to the Crossing at the sole cost and expense of Licensee.

(b) Licensee shall at all times keep the Crossing and the flangeways in the Crossing free and clear of dirt, ice, snow and debris, and shall in any event promptly, upon notice from Railroad, perform the above work, or Railroad, for the purpose of protecting and safeguarding its property, traffic, employees or patrons, may at any time, with or without prior notice to Licensee, remove any dirt, ice, snow, and debris from the Crossing and the flangeways in the Crossing and thereafter, bill Licensee in accordance with the terms of Section 8 hereof for all costs and expenses incurred by Railroad. Licensee, when performing any work at the Crossing, shall be responsible to ensure that people, equipment and materials are kept a safe distance away from the tracks on the approach or any moving equipment on the tracks.

5. MAINTENANCE OF RIGHT-OF-WAY

In the event Railroad shall be required, or may desire at any time, or from time to time, to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by Railroad, then Railroad shall, at the sole cost and expense of Licensee, make such adjustments or relocations in the Crossing and Licensee's facilities which may, in the opinion of Railroad, be necessary and bill Licensee for such costs and expenses in accordance with the terms of Section 8 hereof. In the event any of the work provided for in this Section 5 requires the adjustment or relocation of any facilities of Licensee not located on Railroad's property, then Licensee shall, at its sole cost and expense, promptly make all required adjustments and relocations to its facilities so affected.

6. RAILROAD'S PARAMOUNT USE

Railroad shall have the paramount right at all times to use its track(s), right-of-way and property at the Crossing. Licensee shall exercise the greatest care in the use of the Crossing and shall require all others permitted hereunder to use the Crossing to also exercise the greatest care in the use of the Crossing.

7. CROSSING PROTECTION

(a) Sole responsibility for protecting the Crossing from the standpoint of safety and policing the Crossing shall rest exclusively on Licensee at all times and under all circumstances.

(b) Licensee shall erect, maintain and renew appropriate signs, or notices, satisfactory to Railroad setting forth the fact that the Crossing is private and shall take whatever further steps as may be necessary to prevent unauthorized persons from entering upon or using the Crossing for any purpose whatsoever.

(c) Railroad may at any time install, maintain and renew railroad - highway grade crossing signs, and Licensee shall pay all costs and expenses of the installation, maintenance and renewal thereof in accordance with the terms of Section 8 hereof.

(d) Licensee shall, at its sole risk, cost and expense, erect, maintain, repair and renew appropriate lock-type gates on both sides of the Crossing satisfactory to Railroad, which shall be suitably situated and kept closed and locked at all times when the Crossing is not in actual use.

(e) If it is deemed necessary by Railroad or any federal, state, or municipal authority or other governing body, to install automatic protection at the Crossing, said automatic crossing protection shall be installed, maintained and ultimately removed by Railroad at the sole cost and expense of Licensee.

(f) In addition to the foregoing, but not in limitation thereof, if at any time Railroad should deem crossing flagmen or watchmen desirable or necessary to properly protect its operation near the Crossing, Railroad may place flagmen or watchmen at the Crossing and bill Licensee in accordance with the terms of Section 8 hereof for all costs and expenses incurred in placing such flagmen or watchmen. The furnishing or failure to furnish flagmen or watchmen by Railroad shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this License.

8. BILLING

All costs and expenses in connection with the construction, adjustment, alteration, relocation and removal of the Crossing shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, adjustment, alteration, relocation or removal under any section hereof, Licensee shall pay Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. The aforementioned material and labor overhead charges shall be applied at rate, which is effective at the time of the performance of any work, by Railroad on the Crossing. Licensee shall pay all bills rendered pursuant to this License within thirty (30) days of presentation by Railroad.

9. TAXES

Licensee shall assume and pay any and all taxes and assessments, which may be levied upon the facilities afforded the Licensee under this License, and Licensee shall indemnify, defend and hold Railroad harmless therefrom.

10. LIABILITY

Licensee hereby releases and will protect, defend, indemnify, and save harmless Railroad from and against all claims, liabilities, demands, actions at law and equity including without limitation claims, judgments, settlements, losses, damages, and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury or death of any person or persons whomsoever and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the Licensee's construction, maintenance, alteration, repair, relocation, renewal, removal, use or presence of the Crossing; provided, however, that nothing contained in this Agreement will be construed as requiring Licensee to indemnify the Railroad for any claims resulting from the negligence or willful conduct of the Railroad, its officials, employees, contractors or agents.

11. INSURANCE

(a) Before Licensee may make use of the Crossing, Licensee shall, at its sole cost and expense procure and deliver to Railroad and thereafter maintain in effect during the term of this License public liability insurance covering all liabilities assumed by Licensee under Section 10 of this License, without exception or restriction of any kind. Said insurance shall be in limits of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** per occurrence for bodily injury, death and/or property damage whether of Licensee, Railroad, or others. Said insurance shall be effected under valid and enforceable policies, insured by insurers eligible to do business by the State of Kansas, and shall be in such form as shall be acceptable to Railroad. All insurance carriers and surplus line carriers shall be rated A minus ("A-") or better by A.M. Best Company. Said insurance shall be endorsed to provide that the insurance company shall notify Railroad in writing at least thirty (30) days in advance of any cancellation or charges which modify the coverage provided hereunder. The providing of such insurance shall not be deemed a limitation on the liability of Licensee as provided in this License, but shall be additional security therefore.

(b) Railroad shall have the right to periodically conduct a review of the adequacy of the insurance requirements provided for in Section 11(a) and on (1) year intervals from the effective date of this License. In the event that Railroad should determine that the requirements of Section 11(a) no longer provide adequate protection to Railroad, at its sole option, may give Licensee notice ("Insurance Notice") that Licensee must immediately obtain insurance that meets the requirements set forth above.

12. EFFECTIVE DATE AND TERMINATION

(a) This License shall become and be effective as of the 21st day of February, 2018 and shall be terminable upon not less than thirty (30) days' notice served or given by either party hereto

to the other; provided, however, that this License may be immediately terminated upon violation of any of the terms hereof by Licensee. Prior to the termination of this License as set forth above, Railroad may remove the Crossing, in, upon or over its right-of-way or property and track, at the sole cost and expense of Licensee, which shall make payment to Railroad in accordance with the terms of Section 8 hereof; or Railroad may wreck and scrap or convert all of the Crossing, to its own use without liability to Licensee in any event for compensation or damages therefore.

(b) Notwithstanding any other terms of this License, in the event Licensee shall fail to fully, faithfully and strictly comply with the terms of Section 10 and 11 hereof, all rights and privileges of Licensee to use the Crossing herein granted shall automatically cease and terminate and Railroad shall have the immediate right (without notice to Licensee) to barricade and remove the crossing at the sole cost and expense of Licensee which shall make payment to Railroad in accordance with the terms of Section 8 hereof.

(c) Any obligation assumed and any liability which arose or may have arisen or been incurred by either party hereto prior to termination of this License shall survive the termination of this License.

13. PERMITS AND APPROVALS

Licensee, at its sole risk, cost and expense, shall obtain all permits and approvals which may be necessary or appropriate and Licensee shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Railroad. Licensee hereby agrees to indemnify, defend and hold harmless Railroad therefrom.

14. SUCCESSORS

(a) This License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 14(b) hereof.

(b) The permission and license hereby afforded shall be the personal privilege of Licensee, and no assignment or transfer thereof by operation of law or voluntary act of Licensee shall be made, or other use of the Crossing be permitted as herein provided, without the prior consent of Railroad.

15. WAIVER

The waiver by Railroad of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

16. NOTICES

(a) Every notice, approval, consent, or other communication desired or required under this License shall be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to Railroad:

Kansas & Oklahoma Railroad, LLC
315 West 3rd Street
Pittsburg, KS 66762
Attn: REAL ESTATE DEPARTMENT

If to Licensee:

City of Maize
10100 Grady Avenue
Maize, Kansas 67101

(b) Notwithstanding anything to the contrary set forth above, in the event Railroad is unable to locate Licensee, such notices may be posted at or near the Crossing.

17. ENTIRE AGREEMENT

The entire agreement between Railroad and Licensee is set forth in this License and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this License. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.

18. PARTIAL INVALIDITY

If any term, obligation or condition of this License or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this License or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this License shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this License is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent or any other provision of this License unless expressly so provided.

19. THIRD PARTY BENEFICIARY

Nothing contained in this License shall be construed as to confer upon any other party the rights of a third party beneficiary.

20. GOVERNING LAW

This License and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state wherein the Crossing is located.

21. EXHIBITS AND ADDENDA

Any exhibit or addendum to this License shall be deemed a part hereof.

22. HEADINGS

Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License.

23. TERMINOLOGY

As used in this License, the terms "Railroad," "Licensee," and "Party" shall include the respective subsidiaries and affiliates of Railroad and Licensee and the directors, officers, agents and employees of Railroad and Licensee and such subsidiaries and affiliates.

IN WITNESS WHEREOF, the said parties hereto have caused this License to be duly executed and delivered as of the day and year first above written.

Kansas & Oklahoma Railroad, LLC

By _____
Printed Name: _____
Director of Real Estate

City of Maize, Kansas

By _____
Clair Donnelly, Mayor

ATTEST:

By _____
Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 19 2018**

AGENDA ITEM #11D

ITEM: RESOLUTION FOR RELEASE OF PROPERTY

BACKGROUND:

On December 1, 2015 the City issued Industrial Revenue Bonds, Series 2015A for the Reiloy USA project.

According to Ordinance 906, the City issued the bonds and leased the property to 1735 S. Maize Road LLC (Reiloy USA).

A portion of the leased property is an unimproved tract (Lot 3, Maize Industrial Addition). The tenant (Dave Larson) wants to purchase this lot from the City.

A resolution to sell Lot 3, Maize Industrial Addition to 1735 S. Maize Road, LLC is submitted for Council approval.

FINANCIAL CONSIDERATIONS:

The purchase option price is \$100 as specified in the original lease.

LEGAL CONSIDERATIONS:

Bond Counsel prepared the resolution and approves it as to form.

RECOMMENDATION/ACTION:

Approve the resolution authorizing the sale and conveyance of property to 1735 S. Maize Road, LLC.

RESOLUTION NO. ____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF
MAIZE, KANSAS AUTHORIZING THE SALE AND
CONVEYANCE OF CERTAIN PROPERTY TO 1735 S. MAIZE
ROAD, LLC**

WHEREAS, pursuant to Ordinance No. 906 and the Bond Agreement dated as of December 1, 2015, the City of Maize, Kansas (the "Issuer") has previously issued its Taxable Industrial Revenue Bonds, Series 2015B (Reiloy USA Project) in the original aggregate principal amount of \$3,785,576 (the "Bonds") to finance the cost of acquiring, constructing and equipping a certain facility to be used for manufacturing purposes (the "Project"), such Project having been leased to 1735 S. Maize Road, LLC, a Kansas limited liability company (the "Tenant") pursuant to a Lease dated as of December 1, 2015 between the City and the Tenant (the "Lease"); and

WHEREAS, the Tenant desires to exercise its option to purchase an unimproved tract of land from the Project under *Section 17.6* of the Lease and is not in default under the Lease; and

WHEREAS, the Tenant has provided the City written notice of its intent to exercise its option to purchase the unimproved tract of land from the Project;

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

Section 1. The Mayor and City Clerk are authorized and directed to execute a special warranty deed. Such deed shall be delivered to the Bank for delivery to the Tenant upon deposit of sufficient funds to pay the purchase option price of \$100 as specified in *Section 17.7* of the Lease. The Mayor and City Clerk are hereby further authorized and directed to execute a Release of Lease, substantially in the form attached hereto as *Exhibit B*, and deliver same to the Bank for delivery with the deed.

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

Section 3. The Bank is hereby directed to take all action necessary to accomplish the purpose of this Resolution.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

ADOPTED by the governing body of the City of Maize, Kansas on March 19, 2018.

CITY OF MAIZE, KANSAS

Mayor

[SEAL]

Attest:

By: _____
City Clerk

The Police Report will be provided at the Council Meeting

PUBLIC WORKS REPORT 3-14-18

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street, and Hidden Acres Rd. a couple of times this past month.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom. This is all done 365 days a year.
- Read water meters every month
- Picked up only a couple of loads of brush for the elderly and disabled. Had about 20 loads of brush come in March 3, 2018.
- Had about 150 locates this past month.
- Had a few requests for services (high water usage, stop signs and other signs down) etc.

Special Projects

- G-Mac has dug the ditch in preparation for forming and pouring the concrete flume on Heather.
- Finished clearing everything around the baseball field. Have leveled everything and planted grass seed. We are working on the old well to see if we can get it going again and use it to water parts of the field.
- Have swept most of the streets that we had put salt/sand on earlier last month.
- Painted many of the fire hydrants in the older part of the city. They sure did need it.
- Andale is working on the reconstructing of 33rd St. They should have it finished by March 16th.
- We are working on a plan to repair 37th St between Maize and 119th. Seems it is not holding up as well as the County thought it should, however we will get it fixed.
- We have received all the bids for Academy from Queen to Cathey St. We will discuss what we want to do and make some decisions soon.
- We have finished installing all the intersection and flashing stop signs for 53rd and N Tyler Road.
- Graber is now working on cleaning and removing the material from the pond by City hall. They will install new clay or bentonite in the bottom to seal it, then replace the rock around the sides to make it look much better. We will then install some aquatic landscaping of some kind.

Ron Smothers

Public Works Director

City Engineer's Report

3/19/2018

USD 266 Transportation Facility

Is almost ready to be turned over to the district.

Copper Creek Apartments

Framers are still anticipated sometime this month.

Kyodo Yushi

Pre-cast concrete walls are continuing to be installed.

Cypress Point

Site grading plan is almost completed with the ponds. Street footprints are being carved out.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: **March 19, 2018**

TO: **Maize City Council Members**

FROM: **Kim Edgington, Planning Administrator**

RE: **Regular March Council Meeting**

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

1. Comprehensive Plan Update – Gould Evans is currently preparing another survey to further refine the plan and accurately reflect the vision of the community. Graham Smith from Gould Evans presented a first draft document and gathered more input from the Planning Commission at their March meeting.
2. Zone change at 6233 N Maize Road – the property owner has requested a zone change for approximately 8.6 acres from Single-Family Residential to Limited Commercial for sale of agricultural buildings and accessories with display of inventory. The Planning Commission deferred this case to their March meeting to have the applicant work with staff and neighbors to come up with a resolution that will least affect neighboring property. The Planning Commission voted to recommend denial of the zone change to the Council.
3. Zone change request at the southeast corner of Maize Road and Lakelane – the property owner has requested a zone change for approximately 2 acres from SF-5 to LC Limited Commercial for the purpose of building an outbuilding to serve as a storage location for his tree business. The Planning Commission voted on March 1st to recommend denial of the zone change to the Council.
4. Zone change for Atwoods Farm and Home store – the property owner has filed a zone change to Limited Commercial and a Community Unit Plan request for 9.6 acres on the west side of Maize Road ¼ mile south of 45th Street. This case is scheduled for the April 5 Planning Commission meeting.
5. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
March 19, 2018**

Year to date status (Through 02/28/18):

| | | | |
|-------------------------|-------------|-------------|--------|
| General Fund – | | | |
| | Budget | YTD | |
| Rev. | \$3,511,343 | \$1,417,618 | 40.79% |
| Exp. | \$3,716,847 | \$ 718,357 | 20.34% |
| Streets – | | | |
| Rev. | \$309,380 | \$ 55,272 | 18.28% |
| Exp. | \$310,050 | \$ 65,307 | 21.20% |
| Wastewater Fund- | | | |
| Rev. | \$798,000 | \$ 162,699 | 18.84% |
| Exp. | \$798,000 | \$ 123,405 | 15.28% |
| Water Fund- | | | |
| Rev. | \$822,000 | \$ 159,423 | 17.84% |
| Exp. | \$822,000 | \$ 128,067 | 15.36% |

Health & Dental Benefits

Per Council's request, here are the 2018 numbers (through 02/28/2018) 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: | \$ 46,982.42 | \$ 11,748.72 | \$ 58,731.14 |
| Dental: | 3,596.90 | 898.86 | 4,495.76 |
| Life: | <u>1,958.30</u> | <u>0</u> | <u>1,958.30</u> |
| | \$ 52,357.62 | \$ 12,647.58 | \$ 65,185.20 |

CAPITAL PROJECTS

**Temp Notes
Series A
2017**

| Project | Fund | Resolution of Advisability | Total Resolution Amount | Expenditures thru 12/31/17 | Expenditures 1/1/18 thru 2/28/18 | Total Expenditures | Resolution Authorization Less Expenditures |
|----------------------------------|------|----------------------------|-------------------------|----------------------------|----------------------------------|------------------------|--|
| Eagles Nest Phase 2B Water | 05 | 585-16 | \$ 123,000.00 | \$ 95,278.15 | \$ 18.00 | \$ 95,296.15 | \$ 27,703.85 |
| Eagles Nest Phase 2B Paving | 05 | 586-16 | \$ 422,000.00 | \$ 298,253.52 | \$ 18.00 | \$ 298,271.52 | \$ 123,728.48 |
| Maize Industrial Park 2nd Paving | 05 | 591-17 | \$ 843,800.00 | \$ 408,826.81 | \$ 234,916.77 | \$ 643,743.58 | \$ 200,056.42 |
| Maize Industrial Park 2nd Water | 05 | 592-17 | \$ 60,200.00 | \$ 54,374.38 | \$ 83.45 | \$ 54,457.83 | \$ 5,742.17 |
| Maize Industrial Park 2nd Sewer | 05 | 593-17 | \$ 75,800.00 | \$ 49,855.58 | \$ 83.45 | \$ 49,939.03 | \$ 25,860.97 |
| Cypress Point Water | 05 | 595-17 | \$ 138,000.00 | \$ 3,784.52 | \$ 12,789.80 | \$ 16,574.32 | \$ 121,425.68 |
| Cypress Point Sewer | 05 | 596-17 | \$ 694,000.00 | \$ 3,784.52 | \$ 46,889.80 | \$ 50,674.32 | \$ 643,325.68 |
| Cypress Point Paving | 05 | 594-17 | \$ 1,022,000.00 | \$ 3,784.52 | \$ 54,689.80 | \$ 58,474.32 | \$ 963,525.68 |
| 119th Street Water | 05 | 597-17 | \$ 1,065,213.00 | \$ 43,110.70 | \$ 39,946.01 | \$ 83,056.71 | \$ 982,156.29 |
| Totals | | | \$ 4,444,013.00 | \$ 961,052.70 | \$ 389,435.08 | \$ 1,350,487.78 | \$ 383,091.89 |

**Projects w/o
Temp Notes**

| Project | Fund | Resolution of Advisability | Total Resolution Amount | Expenditures thru 12/31/17 | Expenditures 1/1/18 thru 2/28/18 | Total Expenditures | Resolution Authorization Less Expenditures |
|-------------------------|------|----------------------------|-------------------------|----------------------------|----------------------------------|---------------------|--|
| Hampton Lakes 3rd Sewer | 05 | 588-16 | \$ 110,000.00 | \$ 10,652.81 | \$ 46,275.00 | \$ 56,927.81 | \$ 53,072.19 |
| Totals | | | \$ 110,000.00 | \$ 10,652.81 | \$ 46,275.00 | \$ 56,927.81 | \$ 53,072.19 |

| KDHE Project | Fund | Ordinance | Total Resolution Amount | Expenditures thru 12/31/17 | Expenditures 1/1/18 thru 2/28/18 | Total Expenditures | Resolution Authorization Less Expenditures |
|----------------|------|-----------|-------------------------|----------------------------|----------------------------------|--------------------|--|
| WWTP Expansion | 05 | 923 | \$ 6,100,000.00 | \$ 2,988,111.03 | \$ 1,461,315.45 | \$ 4,449,426.48 | \$ 1,650,573.52 |

Grand Total \$3,959,816.54 \$1,897,025.53 \$5,856,842.07 \$2,086,737.60

CIP 2017 (As of 2/28/2018)

| <u>Detail</u> | <u>Reason</u> | <u>February Revenue</u> | <u>February Expense</u> | <u>Budget</u> | <u>Year to Date Actual Cash</u> |
|------------------------|--------------------|-------------------------|-------------------------|-------------------|---------------------------------|
| Beg Cash - 01/01/18 | | | | | \$ 130,548.82 |
| Ad Valorem | Tax | | | - | - |
| Motor Vehicle | Tax | | | - | - |
| Delinquent | Tax | - | | - | 0.97 |
| Interest | From Bank Accounts | 2,349.03 | | 3,500.00 | 4,857.18 |
| Reimbursements | Sidewalk Grant | - | | | - |
| Other Revenues | | - | | | 565.00 |
| Transfers | | 39,166.67 | | 470,000.00 | 78,333.34 |
| Total Revenues | | <u>41,515.70</u> | | <u>473,500.00</u> | <u>83,756.49</u> |
| Total Resources | | | | | <u>214,305.31</u> |
| Street Improvements | | | 3,347.50 | 350,000.00 | 3,347.50 |
| Sidewalk/Bike Paths | | | - | 100,000.00 | - |
| Park Improvements | | | 11,434.23 | 200,000.00 | 11,434.23 |
| Other Capital Costs | | | - | - | - |
| Total Expenditures | | | <u>-</u> | <u>650,000.00</u> | <u>14,781.73</u> |
| Cash Balance - 2/28/18 | | | | | <u>\$ 199,523.58</u> |

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 02/28/2018

| | MONTHLY BILL | CITY PORTION | REC PORTION | YEAR TO DATE COSTS | CITY PORTION YEAR TO DATE | REC PORTION YEAR TO DATE | PERCENT OR FLAT RATE |
|----------------------------|-------------------|-------------------|-------------------|--------------------|---------------------------------|--------------------------------|-------------------------------------|
| Phone | \$769.95 | \$669.86 | \$100.09 | \$1,539.90 | \$1,339.72 | \$200.18 | Flat - based on number of lines |
| Internet | 750.51 | 675.46 | 75.05 | 1,501.02 | 1,350.92 | 150.10 | Flat - \$75.05/month |
| Gas | 1,340.88 | 738.82 | 602.06 | 2,942.38 | 1,621.25 | 1,321.13 | 44.90% |
| Electric | 1,755.84 | 967.47 | 788.37 | 3,990.22 | 2,198.61 | 1,791.61 | 44.90% |
| Janitor | 1,755.84 | 967.47 | 788.37 | 3,535.66 | 1,948.15 | 1,587.51 | 44.90% |
| Water/Sewer | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Trash | 86.25 | 47.52 | 38.73 | 172.50 | 95.05 | 77.45 | 44.90% |
| Insurance (Annual Bill) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 44.90% |
| Pest Control | 300.00 | 275.00 | 25.00 | 600.00 | 550.00 | 50.00 | Flat - Exterminator breaks rate out |
| Lawn Service | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | Provided by Public Works |
| Total | \$6,759.27 | \$4,341.60 | \$2,417.67 | \$14,281.68 | \$9,103.70 | \$5,177.98 | |

Shared Costs for City Hall
 Updated 3/14/2018

Equipment Reserve 2018 (As of 02/28/2018)

| <u>Detail</u> | <u>Reason</u> | <u>February Revenue</u> | <u>February Expense</u> | <u>Budget</u> | <u>Year to Date Actual Cash</u> |
|----------------------------|--------------------|-------------------------|-------------------------|---------------|---------------------------------|
| Beg Cash - 01/01/18 | | | | | \$ 126,938.93 |
| Interest | From Bank Accounts | 205.04 | | 300.00 | 423.97 |
| Transfers | From General Fund | 12,500.00 | | 150,000.00 | 25,000.00 |
| Total Revenues | | \$ 12,705.04 | | \$ 150,300.00 | \$ 25,423.97 |
| Total Resources | | | | | \$ 152,362.90 |
| Trucks/Heavy Equipment | | | \$ - | \$ 50,000.00 | \$ 39,738.30 |
| Computers ** | | | - | 50,000.00 | 34,821.00 |
| Police Department Expenses | | | 1,360.52 | 70,000.00 | 8,230.52 |
| Total Expenditures | | | \$ 1,360.52 | \$ 170,000.00 | \$ 82,789.82 |
| Cash Balance - 02/28/2018 | | | | | \$ 69,573.08 |

**\$24,408.50 encumbered in 2017 budget



CITY OPERATIONS REPORT

DATE: March 14, 2018
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: February Report

1) Pending Council Items

- Atwood Ranch & Home supply building project (4551 N. Maize Rd)
 - ✓ Staff working with developer
 - ✓ Planning Commission to hear the case on April 1, 2018
- 2017 Audit
 - ✓ April

2) Other Items

- Clean Up Day
 - ✓ Coupon options process being developed
- City Pond Repair
 - ✓ Dredging of the pond to be complete by the end of this week
 - ✓ Clay lining to be installed by the end of next week
 - ✓ Funds received from Walker, Lane and Reed
- Street Repair Needs Under Consideration
 - ✓ Academy Street
 - ✓ 37th Street
- Repairs on 33rd Street & North Lola Street
 - ✓ Additional base stabilization added
 - ✓ Paving to be complete by the end of today; full use of street by next week

3) Economic Development

- Industrial Park
 - ✓ Kyodo Yushi under construction
 - ✓ Shuttle Aerospace construction pending financial clearance
 - ✓ Allen Williams closing on property in Industrial park with the intent to build and lease.

- 135th Street
 - ✓ Staff met with County on Tuesday, March 12th regarding future paving
 - ✓ County is compiling estimates with consideration to improving drainage and the intersection from 53rd to the Railroad tracks within 2-3 years
 - ✓ County also compiling estimates for longer range plans to intersect 135th with K-96.
 - ✓ City staff following up with economic benefit-analysis models and the 2013 Industrial Park study
- Copper Creek Apartments
 - ✓ Framing to begin this month

4) Technology

- The Tech Team is planning final the remainder of upgrades to the Council Chambers in conjunction with the Police Interview rooms.

5) Park and Tree Board

- Joint meeting with the Recreation Commission held March 13th
 - ✓ Amphitheatre
 - Wide range of design considerations discussed
 - Recommendations received to form a steering committee for the project
 - Mayor Donnelly Memorial funds will be utilized
 - ✓ Joint Partnerships between the board discussed
 - Community education and outreach classes

6) Utilities

- Annual Water Use Report has been completed and submitted to the state.
- The Consumer Confidence Report will be posted on the City website, a link will be included on the April utility bills and notice will be submitted to KDHE as required.

7) Public Works WSU Luncheon

- On Thursday, March 8th, Maize hosted a group of Public Works Professionals. Guest Speakers were the Public Works Staff from the City of Wichita and Sedgwick County. They presented their Capital Improvement Plans for Roads and bridges.
- Additionally, the WSU staff agreed to coordinate cities along 53rd street to discuss long range planning for the development of the corridor.

8) Upcoming Meetings

- Wednesdays - Mayor's Workshop @ 11am
- April 5th - Planning @ 7pm
- April 10th - Park & Tree @ 5:30pm
- April 16th - Council @ 7pm
- April 23rd - Council/BOE Meeting @ 7pm