

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, SEPTEMBER 17, 2018
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

AGENDA

MAYOR DONNA CLASEN PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Maize Career Academy Engineering Project Presentation
- 7) Consent Agenda
 - a) Approval of Minutes –City Council Regular Meeting of August 20, 2018.
 - b) Receive and file minutes from the Planning Commission of July 12, 2018.
 - c) Cash Disbursements from August 1, 2018 thru August 31, 2018 in the amount of \$1,698,089.34 (Check #67281 thru #67440).
 - d) CUP-01-018 submittal extension until May 21, 2019 (*Dotson Property*)
- 8) Old Business
 - A. Carriage Crossing Revised Storm Water Drain Petition and Resolution of Advisability
 - B. Carriage Crossing Paving & Storm Water Drain Contract
 - C. Carriage Crossing Railroad Agreement
- 9) New Business
 - A. Maize Trash and Recycling Service Resolution of Intent
 - B. Decatur Square Plat
 - C. Villas at Hampton Lakes Engineering Contract

10) Reports

- Police
- Public Works
- City Engineer
- Planning & Zoning
- City Clerk
- Legal
- Operations
 - City Administrator State of the City
- Council Member's Reports
- Mayor's Report

11) Executive Session

12) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, August 20, 2018**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **July 16, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were **Alex McCreath, Pat Stivers, Karen Fitzmier** and **Kevin Reid**. **Jennifer Herington** was absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of July 16, 2018 and the Special Meeting of August 6, 2018.
- b) Receive and file Park & Tree Board minutes of May 8, 2018.
- c) Cash Disbursements from July 1, 2018 through July 31, 2018 in the amount of \$1,106,561.28 (Check #67092 thru #67280).
- d) Adoption of the 2018 STO/UPOC updates.
- e) Mayer Sewer Cleanout Contract Renewal.
- f) Planning Vacation Case #V01-018 (1348 N. Watercross Ct.)

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

City Clerk assigned Ordinance #946 (STO) and #947 (UPOC).

BOND SALE-GO REFUNDING AND IMPROVEMENT BONDS SERIES 2018A:

Ordinance and resolution authorizing the issuance of Series 2018 GO Refunding (Series 2013A & 2013B) and Improvement Bonds were submitted for Council approval.

MOTION: **Reid** moved to accept the low bid from Country Club Bank with an average net interest rate of 2.8376%.
Stivers seconded. Motion declared carried.

MOTION: **Reid** moved to approve the ordinance authorizing and providing for the issuance of the 2018A Bonds.
Stivers seconded. Motion declared carried.

MOTION: **Reid** moved to approve the resolution prescribing the form and details of the 2018A Bonds.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #949 and Resolution #614-18.

VILLAS AT HAMPTON LAKES PETITIONS AND RESOLUTIONS OF ADVISABILITY:

Petitions and resolutions of advisability for improvements in the Villas at Hampton Lakes Addition were submitted for Council approval.

MOTION: *Fitzmier* moved to accept the petitions for the Villas at Hampton Lakes in a total amount of \$566,000 and adopt the resolutions of advisability.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #615-18 (Paving), #616-18 (Sewer), #617-18 (Water) and #618-18 (Drainage).

ANNEXATION ORDINANCE:

An ordinance annexing approximately 68.99 acres located north of 53rd Street and east of K-96 (Nicks Addition) was submitted for Council approval.

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

City Clerk assigned Ordinance #950.

CARRIAGE CROSSING STORM WATER DRAIN PETITION AND RESOLUTION OF ADVISABILITY:

A petition and resolution of advisability for storm water drainage improvements in the Carriage Crossing Addition Phase 6 were submitted for Council approval.

MOTION: *Reid* moved to accept the petition for the Carriage Crossing Addition storm water drainage in the amount of \$289,000 and adopt the resolution of advisability.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #619-18.

CARRIAGE CROSSING ADDITION PHASE 6 STORM WATER DRAINAGE ENGINEERING CONTRACT:

An engineering services contract with Garver, LLC for the Carriage Crossing Phase 6 storm water drainage was submitted for Council approval.

MOTION: *Stivers* moved to approve the Garver, LLC contract in amounts not to exceed \$18,900 for design and \$19,800 for construction services and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

FIREWORKS ORDINANCE DISCUSSION:

Several individuals addressed the Council regarding the fireworks ordinance.

- **Larry Zimmerman** (PO Box 728, Goddard),
- **Joanna Kilgore** (312 S. Park, Maize),
- **Josh Ramsey** (6406 N. 119th St. W, Maize)
- **Sam Cohlma** (2354 N Covington, Wichita)
- **Leslye Woodard** (7820 W. 53rd St. N., Maize)

After Council discussion, no action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, JULY 12, 2018**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, July 12, 2018, for a Regular Meeting with *Bryan Aubuchon*, presiding. The following Planning Commission members were present were *Mike Burks, Dennis Downes, Andy Sciolaro, Mike Strelow, Bryant Wilks* and *Bryan Aubuchon*. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer and *Brian Lindebak*, MKEC.

APPROVAL OF AGENDA

MOTION: *Burks* moved to approve the agenda with the addition of 7B - Election of Officers.
Downes seconded the motion.
Motion carried unanimously.

APPROVAL OF MINUTES

MOTION: *Sciolaro* moved to approve the minutes of June 7, 2018.
Burks seconded the motion.
Motion carried unanimously.

NEW BUSINESS

Z-04-018 – Zone change for tri-plexes in Hampton Lakes

Lindebak was present to answer questions from the commissioners.

Edgington stated that the developer is requesting a downzoning to more accurately reflect the actual land use of the property.

MOTION: *Downes* moved to approve Z-04-018 subject to staff comments 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 agricultural and residential in character, with commercial uses farther to the east. The type of proposed use would be compatible with both residential and commercial uses and would be appropriate for location adjacent to a future by-pass.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned for commercial but is not likely to be developed as such due to the configuration of the property and lack of direct access to Maize Road.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: No negative effects are expected.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The City of Maize Comprehensive Plan contemplates property is appropriate for urban residential.
5. Impact of the proposed development on community facilities: The requested zone change would introduce a less intensive land use than what is currently permitted. The City's municipal service systems have been designed to adequately support this type of development. Adequate right-of-way is already in place. Municipal water and sewer service would be available upon demonstration of need.

Strelow seconded the motion.
Motion carried unanimously.

V-01-018 – Easement vacation at 3814 N Watercress Court

Lindebak was present to answer question from the commissioners.

Edgington stated that the applicant would like a portion of a platted drainage easement and a portion of a separately recorded drainage and utility easement be vacated in order for an in-ground pool to be allowed on this lot. The applicant has taken full responsibility for the required relocation of storm drainage.

MOTION: *Wilks* moved to approve V-01-018 as presented.
Burks seconded the motion.
Motion carried unanimously.

ELECTION OF OFFICERS:

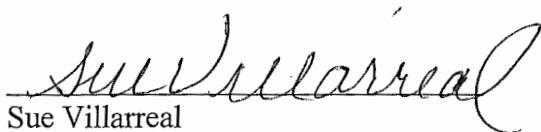
MOTION: *Wilks* motioned to appoint the following officers to the following positions.:

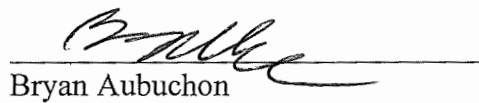
Bryan Aubuchon – Chair
Bryant Wilks – Vice Chair
Dennis Downes – Secretary
Burks seconded the motion.
Motion carried unanimously.

ADJOURNMENT:

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

Meeting adjourned at 7:27 pm.


Sue Villarreal
Recording Secretary


Bryan Aubuchon
Chairman

CITY OF MAIZE
Cash and Budget Position
Thru August 31, 2018

| FUND | NAME | BEGINNING | MONTH | MONTH | END MONTH | ANNUAL | YTD | YTD | REMAINING | REMAINING |
|----------------------|-----------------------------------|------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|------------------------|-------------------|
| | | CASH BALANCE | RECEIPTS | DISBURSEMENTS | CASH BALANCE | EXPENSE BUDGET | REVENUE | EXPENSE | EXPENSE BUDGET | BUDGET PERCENTAGE |
| 01 | General Fund | \$ 813,641.33 | \$ 150,776.58 | \$ 295,835.38 | \$ 668,582.53 | \$ 3,716,847.00 | \$ 3,101,024.91 | \$ 2,630,715.05 | \$ 1,086,131.95 | 29.22% |
| 02 | Street Fund | 178,719.25 | 14,050.00 | 26,700.71 | 166,068.54 | 310,050.00 | 219,642.92 | 227,017.09 | 83,032.91 | 26.78% |
| 04 | Capital Improvements Fund | 330,309.44 | 42,022.14 | 232,670.75 | 139,660.83 | 544,000.00 | 335,886.53 | 326,774.52 | 217,225.48 | 39.93% |
| 05 | Long-Term Projects | 262,021.87 | 239,879.07 | 292,303.85 | 209,597.09 | - | 2,423,536.13 | 5,125,679.26 | | |
| 06 | Mayor Donnelly Memorial Fund | 4,280.00 | - | - | 4,280.00 | | 4,280.00 | - | | |
| 10 | Equipment Reserve | 51,405.54 | 12,747.50 | 16,253.23 | 47,899.81 | 170,000.00 | 104,374.13 | 183,413.25 | 11,995.25 | 7.06% |
| 11 | Police Training Fund | 10,942.50 | 522.64 | - | 11,465.14 | 3,000.00 | 4,709.50 | 2,772.76 | 227.24 | 7.57% |
| 12 | Municipal Court Fund | 38,510.63 | 2,009.46 | - | 40,520.09 | - | 18,453.21 | 18,841.91 | | |
| 16 | Bond & Interest Fund | 1,280,201.23 | 46,146.56 | 822,767.85 | 503,579.94 | 2,264,103.00 | 1,814,761.42 | 1,484,036.07 | 780,066.93 | 34.45% |
| 19 | Wastewater Reserve Fund | 289,812.31 | 8,683.68 | - | 298,495.99 | - | 69,561.49 | - | | |
| 20 | Wastewater Treatment Fund | 943,067.19 | 93,629.69 | 85,075.76 | 951,621.12 | 798,000.00 | 689,624.90 | 543,449.09 | 254,550.91 | 31.90% |
| 21 | Water Fund | 798,045.60 | 142,294.79 | 60,524.67 | 879,815.72 | 822,000.00 | 791,116.88 | 552,788.52 | 269,211.48 | 32.75% |
| 22 | Water Reserve Fund | 197,991.31 | 3,000.00 | | 200,991.31 | - | 24,000.00 | 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 | 4,299.13 | 3,460.00 | 2,115.12 | 5,644.01 | - | 16,435.00 | 11,337.54 | | |
| 98 | Maize Cemetery | 105,227.34 | 5,409.75 | 6,072.00 | 104,565.09 | 137,940.00 | 56,720.03 | 60,061.42 | 77,878.58 | 56.46% |
| Report Totals | | \$ 5,726,679.33 | \$ 764,631.86 | \$ 1,840,319.32 | \$ 4,650,991.87 | \$ 8,765,940.00 | \$ 9,674,127.05 | \$ 11,178,856.48 | \$ 2,780,320.73 | 31.72% |

CITY OF MAIZE
Bank Reconciliation Report
For August 2018

Fund Balances

| FUND | NAME | BEGIN PERIOD | RECEIPTS | DISBURSEMENTS | END PERIOD |
|------------------------|-----------------------------------|------------------------|----------------------|------------------------|------------------------|
| 01 | General Fund | \$ 813,641.33 | \$ 150,776.58 | \$ 295,835.38 | \$ 668,582.53 |
| 02 | Street Fund | 178,719.25 | 14,050.00 | 26,700.71 | \$ 166,068.54 |
| 04 | Capital Improvements Fund | 330,309.44 | 42,022.14 | 232,670.75 | 139,660.83 |
| 05 | Long-Term Projects | 262,021.87 | 239,879.07 | 292,303.85 | 209,597.09 |
| 06 | Mayor Donnelly Memorial Fund | 4,280.00 | - | - | 4,280.00 |
| 10 | Equipment Reserve Fund | 51,405.54 | 12,747.50 | 16,253.23 | 47,899.81 |
| 11 | Police Training Fund | 10,942.50 | 522.64 | - | 11,465.14 |
| 12 | Municipal Court Fund | 38,510.63 | 2,009.46 | - | 40,520.09 |
| 16 | Bond & Interest Fund | 1,280,201.23 | 46,146.56 | 822,767.85 | 503,579.94 |
| 19 | Wastewater Reserve Fund | 289,812.31 | 8,683.68 | - | 298,495.99 |
| 20 | Wastewater Treatment Fund | 943,067.19 | 93,629.69 | 85,075.76 | 951,621.12 |
| 21 | Water Fund | 798,045.60 | 142,294.79 | 60,524.67 | 879,815.72 |
| 22 | Water Reserve Fund | 197,991.31 | 3,000.00 | - | 200,991.31 |
| 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 | 4,299.13 | 3,460.00 | 2,115.12 | 5,644.01 |
| 98 | Maize Cemetery | 105,227.34 | 5,409.75 | 6,072.00 | 104,565.09 |
| Totals All Fund | | \$ 5,726,679.33 | \$ 764,631.86 | \$ 1,840,319.32 | \$ 4,650,991.87 |

Bank Accounts and Adjustments

| | | | | |
|------------------------------------|------------------------|------------------------|------------------------|------------------------|
| Halstead Checking Account | \$ 569,618.58 | \$ 1,349,183.63 | \$ 1,279,346.83 | \$ 639,455.38 |
| Outstanding Items | | | | \$ (496,674.49) |
| Halstead Bank Money Market Account | 5,095,459.27 | 8,706.62 | 700,000.00 | 4,404,165.89 |
| Maize Cemetery CD 85071 | 61,176.28 | 197.79 | - | 61,374.07 |
| Maize Cemetery Operations | 44,051.06 | 4,691.96 | 6,072.00 | 42,671.02 |
| Totals All Banks | \$ 5,770,305.19 | \$ 1,362,780.00 | \$ 1,985,418.83 | \$ 4,650,991.87 |

| City of Maize | | | | | | | | |
|--|--|------------|-----------------|---------------|-------|---------------------------------|--|--|
| Disbursement Report Totals | | | | | | | | |
| Dates Covered: 08/01/2018 - 08/31/2018 | | | | | | | | |
| Accounts Payable: | | | | | | | | |
| Voucher Date | Voucher Amt | Check Date | Check Amount | Check Numbers | | | | |
| | | | | Begin | End | | | |
| 2-Aug | \$ 1,989.87 | 2-Aug | \$ 1,989.87 | 67281 | 67285 | Utilities | | |
| 7-Aug | 1,450.00 | 7-Aug | \$ 1,450.00 | 67293 | 67296 | National Night Out Expenses | | |
| 14-Aug | 4,885.16 | 14-Aug | \$ 4,885.16 | 67297 | 67301 | Housing Incentives | | |
| 14-Aug | 156,930.24 | 14-Aug | 156,930.24 | 67302 | 67355 | | | |
| 15-Aug | 3,193.66 | 15-Aug | 3,193.66 | 67356 | 67357 | K-96 Catering/Housing Incentive | | |
| 20-Aug | 20,052.02 | 20-Aug | 20,052.02 | 67358 | 67364 | Utilities | | |
| 24-Aug | 475,914.07 | 24-Aug | 475,914.07 | 67376 | 67427 | | | |
| 24-Aug | 11,862.64 | 24-Aug | 11,862.64 | 67428 | 67434 | Housing Incentives | | |
| 31-Aug | 824,023.09 | 31-Aug | 824,023.09 | 67435 | 67438 | Utilities/P & I Payment | | |
| 31-Aug | 596.41 | 31-Aug | 596.41 | 67439 | 67440 | Utilities | | |
| AP Total | \$ 1,500,897.16 | | \$ 1,500,897.16 | | | | | |
| Payroll: | | | | | | | | |
| Run Date | Earning History | Check Date | Check Amount | Check Numbers | | | | |
| | | | | Begin | End | | | |
| 11-Sep | \$ 143,307.22 | 9-Aug | \$ 80,903.09 | 67286 | 67292 | | | |
| | | 23-Aug | 116,289.09 | 67365 | 67375 | | | |
| KPERs Employer Portion | 11,474.29 | | | | | | | |
| FICA Employer Portion | 10,193.64 | | | | | | | |
| Health/Dental Insurance (Employer Portion) | 32,217.03 | | | | | | | |
| PR Total | \$ 197,192.18 | | \$ 197,192.18 | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | AP | | \$ 1,500,897.16 | | | | | |
| | PR | | 197,192.18 | | | | | |
| | Total Disbursements | | \$ 1,698,089.34 | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | Check Numbers used this period: | | | | | | | |
| | #67281 thru #67440 | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 17, 2018**

CONSENT AGENDA ITEM #7d

ITEM: CUP-01-018 Submittal Extension Until May 21, 2019

BACKGROUND:

On May 21, 2018, Council approved a preliminary CUP submitted by Atwoods for the property at 4551 N. Maize Road. The sixty-day deadline has since passed for Atwoods to submit a final CUP.

A new real estate developer who is representing the property contacted City staff. In light that the development requirements in the preliminary CUP are not “Atwoods specific” but would be required for any commercial development on that site, staff recommended that the property owner apply for an extension of the deadline. An extension simply allows the property owner to have the option to have an engineer finish the revisions to the CUP instead of incurring the expense of going through the entire CUP process again.

In the attached letter, Greg A. Dotson, on behalf of the Lewis W. Dotson Revocable Living Trust, has requested to extend the CUP deadline until May 21, 2019.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

Approve the CUP-01-018 Submittal Extension until May 21, 2019.

September 7, 2018

Lewis W Dotson Revocable Living Trust
4551 N Maize Rd
Maize, KS 67101

Maize City Council,

I am requesting an extension of the submission deadline for Z-03-018 and final CUP-01-018 located at 4551 N Maize road, to one year from the date of your approval on May 21, 2018.

A handwritten signature in black ink, appearing to read "G. Dotson", is written above a horizontal line.

Lewis W. Dotson Revocable Living Trust
Greg Dotson, Trustee

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 17, 2018**

AGENDA ITEM #8A

ITEM: **Carriage Crossing Phase 6 Revised Storm Water Drain Petition and Resolution of Advisability**

BACKGROUND:

The Council accepted the petition for Carriage Crossing Phase 6 storm water drain improvements at the August 20, 2018 regular meeting. The petition was in the amount of \$289,000 with an engineer's estimate of \$222,300.

Construction bids were submitted on September 11 and came in over the engineer's estimate. The developer has submitted a revised petition for \$448,000 with an engineer's estimate of \$358,200.

FINANCIAL CONSIDERATIONS:

Carriage Crossing Phase 6 will be included in the 2018 project funding.

LEGAL CONSIDERATIONS:

Bond Counsel reviewed the petition and prepared the resolution of advisability and approves them as to form.

RECOMMENDATION/ACTION:

Accept the revised petition for storm water drain improvements in Carriage Crossing Phase 6 and adopt the revised resolutions of advisability in the amount of \$448,000.

PETITION FOR STORM WATER DRAIN

To the Mayor and City Council, Maize, Kansas (the “City”)

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 51-98, Block 5
Lots 39-47, Block 6
Lots 1-12, Block 8
Lots 1-18, Block 9

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

- (a) That a storm water drain system consisting of mass grading and pond excavation shall be constructed 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 improvements being Four Hundred Forty Eight Thousand Dollars (\$448,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after September 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 improvement.
- (d) If this improvement is abandoned, altered and/or constructed privately in part or whole precluding 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.

(e) 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 described lots and tracts situated in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay **1/87** of the total cost payable by the improvement district:

Carriage Crossing Addition

Lots 51-98, Block 5
Lots 39-47, Block 6
Lots 1-12, Block 8
Lots 1-18, Block 9

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 improvement 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 occurs 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 if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

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

Lots 51-98, Block 5
Lots 39-47, Block 6
Lots 1-12, Block 8
Lots 1-18, Block 9

BATC, LLC

STORM WATER DRAIN PETITION ESTIMATE

| | | | | |
|--|------------------------|----|--------------------------|---------------------|
| Carriage Crossing - Phase 6 | | | | |
| | | | | 9/11/2018 |
| Maize, Kansas | | | | |
| | | | | |
| Item | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
| Excavation | 53200 | cy | \$6.00 | \$319,200.00 |
| Project Seeding | 1 | LS | \$4,000.00 | \$4,000.00 |
| Erosion Control BMP, Construction Entrance | 1 | LS | \$5,500.00 | \$5,500.00 |
| Site Clearing & Restoration | 1 | LS | \$29,500.00 | \$29,500.00 |
| | | | Sub-total | \$358,200.00 |
| Engineering, etc. (30%) | | | | \$89,550.00 |
| | | | Total | \$447,750.00 |

PETITION AMOUNT

letter of credit

\$448,000.00

\$156,800.00

Benefit District

Lots 51-98, Block 5

Lots 39-47, Block 6

Lots 1-12, Block 8

Lots 1-18, Block 9

Total Lots

No. Lots

48

9

12

18

87

Cost per Lot

\$5,149.43

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

(Published in *The Clarion* on September 20, 2018)

RESOLUTION NO. ____-18

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 (STORM WATER DRAIN IMPROVEMENTS/CARRIAGE CROSSING ADDITION).

WHEREAS, the City of Maize, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 619-18 of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the estimated cost of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the 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.* (the “Act”); and

WHEREAS, the Governing Body 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 the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed, subject to the provisions of **Section 4** hereof.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

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

That a storm water drain system consisting of mass grading and pond excavation be constructed to serve the area described as the Improvement District, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$448,000.00, 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:

Lots 51 through 98, Block 5,
Lots 39 through 47, Block 6,
Lots 1 through 12, Block 8, and
Lots 1 through 18, Block 9;

Carriage Crossing Addition
to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is fractional: each lot in the Improvement District shall pay 1/87 of the total costs of the Improvements.

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 3. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. 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 the adoption for the Prior Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. 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 September 17, 2018.

(SEAL)

By: _____

Name: Donna Clasen

Title: Mayor

ATTEST:

By: _____

Name: Jocelyn Reid

Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 17, 2018, as the same appears of record in my office.

DATED: September 17, 2018.

By: _____

Name: Jocelyn Reid

Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 17, 2018**

AGENDA ITEM #8B

ITEM: **Carriage Crossing Phase 6 Paving & Storm Water Bids and Contract**

BACKGROUND:

On September 11, 2018, bids were received for Carriage Crossing Phase 6 paving and storm water drain improvements.

Pearson Excavation submitted the low total bid of \$825,258. This amount includes \$53,193 for paving the City's portion of the railroad crossing to connect High Plains Circle to the Carriage Crossing development.

The City Engineer has confirmed the bids.

A bid tabulation sheet is attached.

FINANCIAL CONSIDERATIONS:

The total contract presented for approval is \$825,258.

The breakdown of costs are as follows:

- The paving and drainage project will be paid by assessments on those properties located in the development in the amount of \$772,065.
- The paving portion of the railroad crossing will be paid by the city at large in the amount of \$53,193.

LEGAL CONSIDERATIONS:

The City Attorney is reviewing the contract as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Pearson Excavation in a total amount not to exceed \$825,258 and authorize the Mayor to sign subject to approval of City Attorney.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2018, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Pearson Construction, LLC, whose principal office is at 825 E. 25th Street N., Wichita, Kansas 67219 (hereinafter the "Contractor").

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

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

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

Paving and Storm Water Drain Improvements to Serve Carriage Crossing, Phase 6

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer as follows: Substantial completion of Longbranch Drive and High Plains pavement and grading of adjacent lots must be complete within 40 working days of the Notice to Proceed. Substantial completion of the Group B – Railroad Crossing items must be complete within 20 working days after the completion of the improvements being performed by K&O Railroad. The remaining grading and pond excavation shall be substantially completed within 120 working days of the Notice to proceed. Allowances will be made for weather or other mitigating factors that impact the completion of work. Working days will not be charged when the daytime temperature is below 40° and the contractor is not on-site.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the Standard Specifications that are referenced in Section 12 herein.

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

(b) **Payment.** The Contractor shall be entitled to payments of ninety-five percent (95%) of its

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

SECTION 6. Maintenance of Improvements. The Contractor shall maintain the completed Work for a period of two (2) years from the date of final completion as determined by the Engineer without cost or expense to the City. Such maintenance of the Work shall be done in compliance with the plans and specifications.

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of (\$825,258.00), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Eight Hundred Twenty Five Thousand Two Hundred and Fifty Eight Dollars and no cents (\$825,258.00), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

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

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

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

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

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

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

accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

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

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

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

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

- (e) The City's representative is:

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

(f) The Contractor's representative is:

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

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

CITY OF MAIZE, KANSAS

By: _____
Donna Clasen, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

PEARSON CONSTRUCTION, LLC

By: _____
Name: _____
Title: _____

ATTESTED:

BY _____

**Paving and Storm Water Drain Improvements
Carriage Crossing Addition
Maize, Kansas - Bid Tabulations
9/11/2018**

| Item | Quantity | Unit | Engineer's Estimate | | Pearson | | Mies Construction | | Cornejo & Sons | | Kansas Paving | |
|---|----------|------|----------------------|---------------------|-------------|---------------------|-------------------|-----------------------|----------------|-----------------------|---------------|---------------------|
| | | | Price | Extension | Price | Extension | Price | Extension | Price | Extension | Price | Extension |
| Group A: Paving & Drainage | | | | | | | | | | | | |
| AC Pavement 5" (3" Bit. Base) | 4,683 | SY | \$18.00 | \$84,294.00 | \$15.00 | \$70,245.00 | \$15.00 | \$70,245.00 | \$19.00 | \$88,977.00 | \$14.00 | \$65,562.00 |
| Reinforced Crushed Rock Base (5") | 5,916 | SY | \$10.00 | \$59,160.00 | \$6.00 | \$35,496.00 | \$6.00 | \$35,496.00 | \$7.00 | \$41,412.00 | \$5.50 | \$32,538.00 |
| Combined Curb & Gutter (3 5/8" RL & 1 1/2") | 3,172 | LF | \$10.00 | \$31,720.00 | \$8.00 | \$25,376.00 | \$8.00 | \$25,376.00 | \$8.50 | \$26,962.00 | \$7.00 | \$22,204.00 |
| Inlet Hookup | 4 | EA | \$400.00 | \$1,600.00 | \$400.00 | \$1,600.00 | \$400.00 | \$1,600.00 | \$450.00 | \$1,800.00 | \$350.00 | \$1,400.00 |
| Concrete Sidewalk | 6,761 | SF | \$3.00 | \$20,283.00 | \$3.00 | \$20,283.00 | \$3.00 | \$20,283.00 | \$4.00 | \$27,044.00 | \$3.00 | \$20,283.00 |
| Rebuild Gravel Road | 2,060 | SY | \$5.00 | \$10,300.00 | \$5.00 | \$10,300.00 | \$5.00 | \$10,300.00 | \$5.30 | \$10,918.00 | \$5.30 | \$10,918.00 |
| Remove Gravel Road | 2,537 | SY | \$5.00 | \$12,685.00 | \$2.00 | \$5,074.00 | \$1.00 | \$2,537.00 | \$0.25 | \$634.25 | \$0.25 | \$634.25 |
| Construct New Gravel Road | 504 | SY | \$15.00 | \$7,560.00 | \$3.75 | \$1,890.00 | \$7.00 | \$3,528.00 | \$5.80 | \$2,923.20 | \$5.80 | \$2,923.20 |
| Excavation | 6,667 | CY | \$5.00 | \$33,335.00 | \$3.00 | \$20,001.00 | \$4.50 | \$30,001.50 | \$3.59 | \$23,934.53 | \$3.59 | \$23,934.53 |
| Compacted Fill (95% Density) | 70,493 | CY | \$4.25 | \$299,595.25 | \$6.00 | \$422,958.00 | \$8.00 | \$563,944.00 | \$7.47 | \$526,582.71 | \$7.47 | \$526,582.71 |
| Site Grading | 1 | LS | \$3,000.00 | \$3,000.00 | \$15,500.00 | \$15,500.00 | \$81,260.00 | \$81,260.00 | \$12,696.00 | \$12,696.00 | \$12,696.00 | \$12,696.00 |
| Site Clearing & Restoration | 1 | LS | \$25,000.00 | \$25,000.00 | \$43,500.00 | \$43,500.00 | \$29,065.00 | \$29,065.00 | \$84,000.00 | \$84,000.00 | \$86,000.00 | \$86,000.00 |
| Project Seeding | 1 | LS | \$15,000.00 | \$15,000.00 | \$7,875.00 | \$7,875.00 | \$7,875.00 | \$7,875.00 | \$7,875.00 | \$7,875.00 | \$6,800.00 | \$6,800.00 |
| Erosion Control BMP | 1 | LS | \$7,500.00 | \$7,500.00 | \$10,438.00 | \$10,438.00 | \$6,460.20 | \$6,460.20 | \$10,437.70 | \$10,437.70 | \$9,750.00 | \$9,750.00 |
| Street Signage | 1 | LS | \$1,000.00 | \$1,000.00 | \$3,142.00 | \$3,142.00 | \$1,778.00 | \$1,778.00 | \$3,142.00 | \$3,142.00 | \$2,650.00 | \$2,650.00 |
| SWS Pipe RCP 18" | 435 | LF | \$65.00 | \$28,275.00 | \$51.00 | \$22,185.00 | \$51.00 | \$22,185.00 | \$94.00 | \$40,890.00 | \$57.00 | \$24,795.00 |
| Sand Backfill, Flush, and Vibrate | 52 | LF | \$15.00 | \$780.00 | \$8.50 | \$442.00 | \$8.50 | \$442.00 | \$15.00 | \$780.00 | \$11.00 | \$572.00 |
| Inlet, Curb 1A 5'x3' w/ Snout & 5' Sump | 2 | EA | \$5,500.00 | \$11,000.00 | \$11,700.00 | \$23,400.00 | \$11,700.00 | \$23,400.00 | \$18,000.00 | \$36,000.00 | \$12,000.00 | \$24,000.00 |
| Inlet, Driveway | 2 | EA | \$3,500.00 | \$7,000.00 | \$3,985.00 | \$7,970.00 | \$3,985.00 | \$7,970.00 | \$3,900.00 | \$7,800.00 | \$4,100.00 | \$8,200.00 |
| Rip-Rap, Light Stone | 34 | SY | \$65.00 | \$2,210.00 | \$85.00 | \$2,890.00 | \$85.00 | \$2,890.00 | \$94.00 | \$3,196.00 | \$90.00 | \$3,060.00 |
| First Flush Basin | 2 | EA | \$10,000.00 | \$20,000.00 | \$10,750.00 | \$21,500.00 | \$14,500.00 | \$29,000.00 | \$22,000.00 | \$44,000.00 | \$12,000.00 | \$24,000.00 |
| | | | Group A Total | \$681,297.25 | | \$772,065.00 | | \$975,635.70 | | \$1,002,004.39 | | \$909,502.69 |
| Group B: Railroad Crossing | | | | | | | | | | | | |
| Concrete Mat Pavement (6") | 303 | SY | \$60.00 | \$18,180.00 | \$45.00 | \$13,635.00 | \$45.00 | \$13,635.00 | \$55.00 | \$16,665.00 | \$36.00 | \$10,908.00 |
| Reinforced Crushed Rock Base (5") | 323 | SY | \$10.00 | \$3,230.00 | \$6.00 | \$1,938.00 | \$6.00 | \$1,938.00 | \$8.50 | \$2,745.50 | \$8.00 | \$2,584.00 |
| 24" RCP w/ Headwall | 270 | LF | \$85.00 | \$22,950.00 | \$126.00 | \$34,020.00 | \$126.00 | \$34,020.00 | \$175.00 | \$47,250.00 | \$168.00 | \$45,360.00 |
| Ditch Grading | 100 | LF | \$15.00 | \$1,500.00 | \$12.00 | \$1,200.00 | \$10.00 | \$1,000.00 | \$5.00 | \$500.00 | \$35.00 | \$3,500.00 |
| Chain Crossing Gate | 2 | EA | \$1,000.00 | \$2,000.00 | \$1,200.00 | \$2,400.00 | \$2,650.00 | \$5,300.00 | \$20,000.00 | \$40,000.00 | \$1,185.00 | \$2,370.00 |
| | | | Group A Total | \$47,860.00 | | \$53,193.00 | | \$55,893.00 | | \$107,160.50 | | \$64,722.00 |
| Project Total | | | Bid Total: | \$729,157.25 | | \$825,258.00 | Bid Total: | \$1,031,528.70 | | \$1,109,164.89 | | \$974,224.69 |

Pearson Construction is the low bidder for the project and recommended for selection.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 17, 2018**

AGENDA ITEM #8C

ITEM: Carriage Crossing Railroad Agreement

BACKGROUND:

As part of the paving improvements in Carriage Crossing Phase 6, the railroad crossing connecting the new phase to High Plains will be paved and the tracks rehabbed and paid for by the City at large.

WATCO Railroad requires an approved contractor to install the crossties and tracks to allow for vehicular crossing. A contract with the WATCO approved contractors, Musselman and Hall Contractors, LLC., to rehab and raise the railroad tracks is submitted for Council approval. The cost for this portion of the project is \$22,646.82.

FINANCIAL CONSIDERATIONS:

The railroad crossing improvements provided by this contract will be paid by the city at large in the amount of \$22,646.82.

The paving portion of this project in the amount of \$53,193, was included in the paving and drainage contract with Pearson Excavating in the previous agenda item, 8B.

The total cost to the City at large for paving and railroad track improvements covered under both contracts is \$75,839.82

LEGAL CONSIDERATIONS:

The City Attorney is reviewing the contract as to form.

RECOMMENDATION:

Approve the construction agreement with Mussleman and Hall Contractors, LLC in an amount not to exceed \$22,646.82 and authorize the Mayor to sign subject to approval of City Attorney.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 20__, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Musselman and Hall Contractors LLC. , whose principal office is at 4922 Blue Banks Ave, Kansas City, MO 64130 (hereinafter the "Contractor").

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

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

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

Railroad construction services to rehab existing K&O mainline tracks, surface to proper level and crosslevel, and install full depth timber crossing materials.

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within ninety (90) work days after the Notice to Proceed is issued.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the Standard Specifications that are referenced in Section 12 herein.

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

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

SECTION 6. Maintenance of Improvements. The Contractor shall maintain the completed Work for a period of two (2) years from the date of final completion as determined by the Engineer without cost or expense to the City. Such maintenance of the Work shall be done in compliance with the plans and specifications.

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

- (a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of (\$), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.
- (b) A Statutory Bond of the State of Kansas in the amount of (\$), conditioned upon the payment of all material and labor bills incurred in the making of the Work.
- (c) The Performance and Maintenance Bond and the Statutory Bond shall comply with requirements set forth in the Standard Specifications.

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

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

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

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

- (b) The Contractor has studied carefully all physical conditions which are identified on the Plans.
 - (c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (d) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is

acceptable to the Contractor.

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

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

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

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

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

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

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

(e) The City's representative is:

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

(f) The Contractor's representative is:

Mark Barrus, General Manger
Musselman and Hall Contractors LLC
3201 Southeast Blvd

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

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

CITY OF MAIZE, KANSAS

By: _____
Donna Clasen, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

(INSERT NAME OF CONTRACTOR)

By Mussleman and Hall Contractors, LLC
Name: Mark Barrus
Title: General Manager – Railroad Division

ATTESTED:

BY _____



Musselman & Hall Contractors, LLC
PO Box 300858
4922 E Blue Banks
Kansas City, MO 64130

| | |
|-------------------|------------------------|
| Concrete Flatwork | Architectural Concrete |
| Micro Surfacing | Polished Concrete |
| Slurry Seal | Asphalt |
| Railroad | Milling |
| Textured Concrete | Colored Concrete |
| Stamped Concrete | Structural Concrete |

Phone: (816) 861-1234
Fax: (816) 861-1237
Website: www.mandh.net

PROPOSAL

Date: September 12, 2018

| | | | |
|----------------------|----------------------|----------------------------|--------------------|
| Company Name | City Of Maize Kansas | Project Information | Rail Road Crossing |
| Attn: | Jocelyn Reid | | |
| Address | 10100 Grady Ave | | |
| City, St, Zip | Maize, KS 67101 | | Proposal |
| Phone | 316-722-7561 | | |
| Fax | | | |

We hereby submit specifications and estimates for:

| Biditem | Description | Biditem Quantity | Unit | Unit Price | Biditem Total |
|-------------------|---|------------------|------|------------|--------------------|
| 10 | Mobilization <i>- mobilize labo, materials, and equipment to complete</i> | 1.000 | LS | \$1,656.80 | \$1,656.80 |
| 20 | Repalce Existing Ties <i>- Furnish and install new 7" ties under proposed crossing</i> | 34.000 | EA | \$169.68 | \$5,769.12 |
| 30 | Surface <i>- Properly raise, level and cross level tracks.</i> | 1.000 | LS | \$986.40 | \$986.40 |
| 40 | Ballast <i>- Furnish and install 2" RR Ballast materials for track bed</i> | 15.000 | TONS | \$80.70 | \$1,210.50 |
| 50 | Timber Crossing Panels <i>- Furnish and install full depth timber crossing</i> | 40.000 | TF | \$325.60 | \$13,024.00 |
| Bid Total: | | | | | \$22,646.82 |

Notes:

- Pricing above includes RR liability insurance as requiredm and bonding.
- Pricing does not incude taxes. All applicable taxes will be assessed at time of inviocing.

WE PROPOSE hereby to furnish material and labor & complete in accordance with the above specifications, for the sum of :

Dollars (\$ 22,646.82).

Payment to be made as follows:

Net 30 Days. Upon completion of the work listed above

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation, from the above specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

MUSSELMAN & HALL SIGNATURE

Signature _____ **Mark Barrus**

Date Signed _____ **2018-09-12**

Proposal may be withdrawn by us if not accepted within: 30 Days

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ **Date of Acceptance:** _____

Print Name _____

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 17, 2018**

AGENDA ITEM # 9A

ITEM: RESOLUTION OF INTENT TO CONSIDER THE ADOPTION OF AN ORGANIZED COLLECTION SERVICE FOR RESIDENTIAL SOLID WASTE AND RECYCLING

BACKGROUND:

At the June 18, 2018 Council meeting, during the Operations Report items, staff explained the new statute regarding Organized Collection Services (KSA 12-2036 – attached).

Staff requested direction from the Council and Council instructed staff to proceed with developing a process to review an organized collection service for City of Maize residents.

The resolution is the first step in this process.

A proposed timeline is attached to this agenda item.

Some of the reasons for the request to review the system are:

- 1) The City desires to reduce the wear and tear on city streets caused by multiple trash trucks on the city streets;
- 2) Other cities in Sedgwick County (list attached) have realized significant savings by offering trash services via contract with a company; and
- 3) This would allow all citizens to recycle if they so desire.

FINANCIAL CONSIDERATIONS:

None until the plan is proposed.

LEGAL CONSIDERATIONS:

The resolution was prepared by the City Attorney and is approved as to form.

RECOMMENDATION/ACTION:

Approve the Resolution of Intent; authorize the Mayor to sign and the City Clerk to publish in The Clarion.

RESOLUTION NO. xxxx

A RESOLUTION OF THE CITY OF MAIZE, KANSAS ANNOUNCING THE CITY'S INTENT TO CONSIDER ADOPTION OF AN ORGANIZED COLLECTION SERVICE FOR RESIDENTIAL SOLID WASTE AND RECYCLING WITHIN THE CITY LIMITS OF MAIZE, KANSAS.

WHEREAS, the Maize City Council desires to reduce wear on their roadways while reducing costs for its citizens,

WHEREAS, the Organized Collection Service Act, K.S.A. 12-2036, sets forth procedures to allow a municipality to establish an organized collection service, including a system for collecting recyclables, by ordinance. Further, pursuant to the Organized Collection Service Act, certain procedures must be followed, including adoption of a Resolution of Intent, procedures related to the development of a plan, adoption of an ordinance establishing said service, and implementation of the service.

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

Section 1. Declaration of intent. The City of Maize declares its intent to consider adoption of an organized collection service for collecting solid waste, recyclables or both, including franchised organized collection or a process to choose one or more haulers who will be authorized to collect, from a defined geographic service area or areas, some or all of the solid waste or recyclables that are released by the generation of solid waste.

Section 2. Purpose and goals. The City of Maize's purposes and goals in considering the adoption of an organized collection services are:

- (a) to reduce the rates the citizens of the City of Maize pay for collection of solid waste;
- (b) to reduce wear and tear on City streets by reducing solid waste collection truck traffic over City streets;
- (c) to develop a system to collect recyclables within the City of Maize.

Section 3. Franchise fees. The assessment of franchise fees for recycling collection service providers is not, at the time of passage of this Resolution of Intent, anticipated. Nothing in this Resolution of Intent shall preclude the City from assessing said fees, provided the City follows applicable laws and regulations concerning franchise fees.

Section 4. Public participation in planning meetings. All interested persons, including licensees and other persons operating recycling collection services in the City of Maize, Kansas as of the September 17, 2018, are invited to participate in the planning and establishing of the proposed organized recyclables collection service. Notice of such meetings will be posted on the City's website, www.cityofmaize.org, on the City's online calendar.

Section 5. Public hearing. The public hearing for the proposed plan will be held before the governing body of the City of Maize, on Monday, XXXXXXXXX in the City Council Chambers, City Hall, 10100 W Grady Ave., Maize, Kansas. Said hearing shall begin at 7:00 p.m., or as soon thereafter as the governing body's schedule allows.

ADOPTED by the Governing Body of the City of Maize, Kansas, this ___ day of _____, 2018.

APPROVED:

Donna Clasen
Mayor

ATTEST:

Jocelyn Reid
City Clerk

12-2036. Organized collection service establishment; procedure; delayed implementation.

A municipality may establish an organized collection service as a municipal service by ordinance, in the case of a city. The ordinance shall incorporate any franchise, license, or negotiated contract or contract led by bid using one or more collectors or an organization of collectors.

| Required by Law | Comments | Estimated Timeline |
|--|--|---|
| <p>By resolution of intent,</p> <ul style="list-style-type: none"> - Announce intent to consider adoption of an ordinance that establishes an organized solid waste and recycling collection service, stating specific goals to be achieved, detailed justification for any franchise fees and all other reasons for considering service. - Give notice of the public hearing. - Invite recycling haulers to participate in plan development meetings. <p>Publish resolution of intent in official newspaper.</p> | <p><i>At least 180 days before consideration of adoption of ordinance.</i></p> | <p>September 17, 2018</p> |
| <p>Develop a plan for an organized solid waste and recycling collection service. Invite haulers to planning meetings.</p> | <p><i>During 90-day period following adoption of resolution of intent.</i></p> | <p>September 20 - December 20, 2018</p> |
| <p>Submit draft plan to City Council and receive authority to issue a Request for Proposals (RFP).</p> | | <p>January 21, 2019</p> |
| <p>Provide notice of the public hearing on the proposed plan to haulers.</p> | <p><i>At least 30 days prior to consideration of adoption of ordinance.</i></p> | <p>Feb 18, 2019</p> |
| <p>Public Hearing and Adopt the ordinance that establishes an organized collection service.</p> | <p><i>If ordinance is not adopted within 1 year of passage of resolution of intent, process shall be started over.</i></p> | <p>April 22, 2019</p> |
| <p>Commence the organized collection service.</p> | <p><i>May not commence for a period of at least 18 months from adoption of ordinance.</i></p> | <p>October 22, 2020</p> |

| City Collection Arrangements- June 2018 | | | | |
|---|--------------------------------|--|-----------------------------|---|
| City | Solid Waste Collection details | Solid Waste billing information Monthly | Recycling | Clean up Day or other |
| Andale | Waste Connections | \$17/mo | Required (included in \$17) | Roll offs for clean up day |
| Bel Aire | Waste Connections | \$12.84 for 95 Gal or \$10.81 for 65 Gal | \$4.06 required | Roll offs for clean up day |
| Bentley | Waste Connections | \$12.65 with bulky item charge as needed | \$3.85 | Curbside clean up day |
| Cheney | Waste Connections | \$15.50 with bulky item charge as needed | included in \$15.50 | rolloffs |
| Clearwater | Waste Connections | \$14.00 | \$5 | 2 clean up days. One rolloffs and one curbside |
| Colwich | Waste Connections | \$12.65 for 95 Gal, \$10.65 for 65 Gal | \$4.50 | Free Festival trash, roll offs for clean up day |
| Derby | Waste Connections | \$12.27 for 35 Gal, 14.55 for 65 Gal, 16.84 for 95 Gal | included with trash cost | Contractor bills for trash (unusual in Sedgwick County cities) charge franchise fee |
| Eastborough | Waste Connections | negotiated individually | | |
| Garden Plain | Waste Management | \$15 | included in trash costs | Starts Sept 2018 |
| Goddard | Free Market | | | |
| Haysville | Left Message | | | |
| Kechi | Waste Connections | \$12.50 optional | \$4.25 Optional | |
| Maize | Free market | | | coupon to the transfer station |
| Mount Hope | Waste Connections | \$19.15, they have many levels, with different sizes and offer a \$1 discount for seniors | Included in \$19.15 | Yes |
| Mulvane | Left Message | | \$4 | Yes |
| Park City | Waste Connections | \$11.60 trash | \$4.10 | coupon to the transfer station |
| Sedgwick | Waste Connections | \$13.50 for 95 Gal, \$12.50 for 65 Gal, \$11.50 for 35 Gal, \$1 discount for seniors | \$4 recycle | yes |
| Valley Center | Waste Management | Mandatory, next door neighbors can share but both need to declare the sharing. \$15.25 cart plus 10 additional bags with 1 bulky item per week | included in \$15.25 | Roll offs for clean up day |
| Viola | Left message | | | |
| Wichita | Free market | | | |

12-2036. Organized collection service establishment; procedure; delayed implementation. (a) A municipality may establish an organized collection service as a municipal service by ordinance, in the case of a city, or by resolution, in the case of other municipalities. The ordinance or resolution shall incorporate any franchise, license, or negotiated contract or contract let by bid using one or more collectors or an organization of collectors.

(b) At least 180 days before adopting such an ordinance or resolution, the governing body of the municipality shall announce its intent to consider adoption of an organized collection service, stating specific goals to be achieved, detailed justification for any franchise fees and all other reasons for considering such a service by passage of a resolution of intent. The resolution of intent shall be published once in the official newspaper of the municipality. The resolution of intent shall give notice of a public hearing to be held at least 30 days prior to consideration of the adoption of the resolution of intent on the issue and shall invite the participation of interested persons in the planning and establishing of the organized collection service, including all licensees or other persons operating solid waste or recyclables collection services in the municipality as of the date of announcement of its intent to organize collection in the municipality.

(c) During a 90-day period following the adoption of the resolution of intent, the municipality shall develop a plan for organized collection service. During this period, the municipality shall invite and employ the assistance of all licensees or other persons operating solid waste or recyclables collection services in the municipality. All licensees or other persons operating solid waste or recyclables collection services in the municipality shall be allowed to participate in all planning meetings.

(d) The municipality shall provide 30 days notice prior to the hearing on the proposed plan to all licensees or other persons operating solid waste collection or recyclables services in the municipality.

(e) The plan shall:

(1) Describe in detail the procedures used for development of the plan for organized collection service and compliance with all required notice provisions;

(2) evaluate the proposed organized collection plan in regard to the following:

(A) Achieving the stated goals;

(B) minimizing displacement and economic impact to current solid waste collectors;

(C) ensuring participation in the decision-making process of all interested parties, including all licensees or other persons operating solid waste or recyclables collection services in the municipality as of the date of the resolution of intent to organize collection in the municipality; and

(D) maximizing efficiency in solid waste collection; and

(3) provide detailed justification for any tax, franchise or similar fee.

(f) (1) A municipality may not commence organized collection service pursuant to this act for a period of at least 18 months from the adoption of an ordinance or resolution establishing such service. During the 18-month period the municipality shall not displace any person licensed to operate solid waste collection services in the municipality.

(2) If for any reason a municipality does not implement an organized collection service by passage of an ordinance or resolution within one year of the passage of a resolution of intent, the process shall be started over as provided in this section.

(g) Notwithstanding the provisions of this section, a municipality already providing solid waste collection services may add recycling collection services, under the following circumstances: (1) The municipality conducts a public hearing on the proposed plan to provide recycling services; (2) the municipality provides 21 days prior notice to the hearing by publication in the official newspaper of the municipality, as designated according to K.S.A. 64-101, and amendments thereto, and the Kansas register; and (3) no existing recycling collector formally opposes the new recycling collection system within 21 days of the hearing. If all three criteria are met, the municipality may immediately begin such services. If an objection is made, the municipality shall comply with the provisions of this section, including the 18-month waiting period, or may start the service once the objection is removed, whichever occurs first.

History: L. 2011, ch. 79, § 3; L. 2014, ch. 11, § 1; July 1.

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, SEPTEMBER 17, 2018**

AGENDA ITEM 9B

ITEM: Final plat of Decatur Square Addition (formerly Dopps Addition) (S/D 02-018)

BACKGROUND: This is a 3-lot final plat for 0.51 acres on the south side of 45th Street North just west of Tyler Road. The developer proposes to construct 3 homes on the lots with access from a private road off of 45th Street. All utilities are proposed to be privately funded so no petitions are associated with the project.

The private access road has been approved by the Fire Department and will initially be 20-feet wide. As additional houses are built to the west the road width will be increased to 32-feet. The road design and drainage plan have been approved by the City Engineer.

Since the fire hydrant is being privately funded Staff is asking for Council to place a condition on the approval of the plat that the design and construction of the fire hydrant be subject to review and approval by the City Engineer prior to the issuance of any Certificates of Occupancy for the project.

The Planning Commission unanimously recommended approval of the plat at their September 6th meeting. Planning Commission recommended requiring the developer to construct a sidewalk serving all the houses in the final development once a connecting sidewalk along 45th Street is in place, a copy of this sidewalk certificate is attached. A copy of the staff report that was presented to the Planning Commission is attached, along with the preliminary plat, final plat and the approved drainage plan.

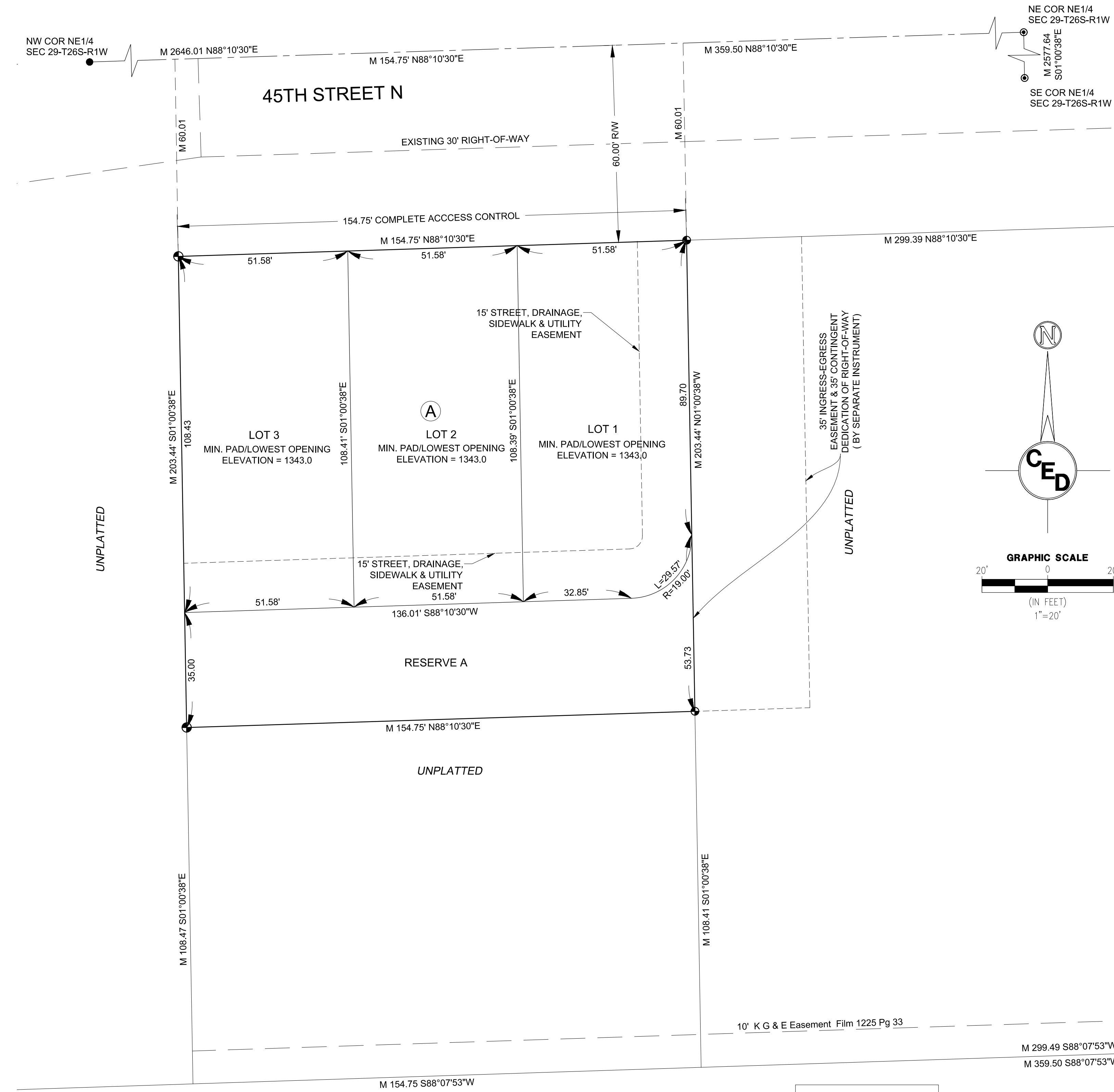
FINANCIAL CONSIDERATIONS: None

LEGAL CONSIDERATIONS: The final plat document has been reviewed and approved as to form by the City Attorney and the County Surveyor. All utilities have reviewed the plat and no additional requests were made.

RECOMMENDATION/ACTION: Accept the Decatur Square Addition final plat, with the conditions that the design and construction of the fire hydrant be subject to review and approval by the City Engineer prior to the issuance of any Certificates of Occupancy, and that the plat is to be filed with the County Register of Deeds within 60 days of Council approval.

FINAL PLAT DECATUR SQUARE

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN, MAIZE, SEDGWICK COUNTY, KANSAS



| MINIMUM PAD/LOWEST OPENING ELEVATION | |
|--------------------------------------|--------|
| LOT 1, BLOCK A | 1343.0 |
| LOT 2, BLOCK A | 1343.0 |
| LOT 3, BLOCK A | 1343.0 |

LEGEND

- M MEASURED DISTANCE
- LS 780° CAPPED REBAR SET
- #4 REBAR FOUND
- *MKEC* CAPPED REBAR FOUND

CLOSURE COMPUTATION
 PERIMETER = 596.32'
 AREA = 0.509 ACRES
 NORTHING ERROR = 0.0011
 EASTING ERROR = 0.0008
 ERROR OF CLOSURE = 0.0014
 PRECISION = 1:425,943

BENCHMARK
 Square cut on back of curb located approximately 17' west and 45' north from the intersection of 45th St N and Tyler Ave
 Elev = 1343.39 NAVD88

LEGAL SURVEYOR'S CERTIFICATE AND DESCRIPTION

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL SURVEYOR IN SAID STATE, DO HEREBY CERTIFY THAT UNDER MY SUPERVISION, THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED BY ARMSTRONG LAND SURVEY, P.A., ON OR ABOUT JULY 3, 2018 AND THAT THE ACCOMPANYING FINAL PLAT PREPARED AND ALL THE MONUMENTS SHOWN HEREIN EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, UNLESS OTHERWISE NOTED, TO THE BEST OF MY KNOWLEDGE AND IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

THAT PART OF THE WEST 154.73 FEET OF THE EAST 514.19 FEET OF EAST HALF OF GOVERNMENT LOT 5, IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE1/4, 359.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NE1/4; THENCE S88°10'30"W ALONG THE NORTH LINE OF SAID NE1/4, 154.75 FEET; THENCE S01°00'38"E PARALLEL WITH THE EAST LINE OF SAID NE1/4, 203.44 FEET; THENCE N88°10'30"E PARALLEL WITH THE NORTH LINE OF SAID NE1/4, 154.75 FEET; THENCE N01°00'38"W PARALLEL WITH THE EAST LINE OF SAID NE1/4, 203.44 FEET TO THE POINT OF BEGINNING.

ALL PUBLIC EASEMENTS AND DEDICATIONS BEING VACATED BY VIRTUE OF K.S.A. 12-512b, AS AMENDED.

ARMSTRONG LAND SURVEY, P.A.

DATE: _____
 DONALD C. ARMSTRONG, PS #780

OWNER'S CERTIFICATE AND DEDICATION

STATE OF KANSAS) SS
 SEDGWICK COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HAVE CAUSED THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE TO BE PLATTED INTO LOTS, BLOCKS, AND A RESERVE TO BE KNOWN AS "DECATUR SQUARE" IN MAIZE, SEDGWICK COUNTY, KANSAS. THE STREET, DRAINAGE, SIDEWALK, AND UTILITY EASEMENT IS HEREBY GRANTED AS INDICATED FOR STREET RELATED PURPOSES, FOR DRAINAGE PURPOSES, FOR SIDEWALK PURPOSES, AND FOR THE CONSTRUCTION AND MAINTENANCE OF ALL PUBLIC UTILITIES. NO SIGNS, LIGHT POLES, PRIVATE DRAINAGE SYSTEMS, MASONRY TRASH ENCLOSURES OR OTHER STRUCTURES SHALL BE LOCATED WITHIN PUBLIC UTILITY EASEMENTS UNLESS PERMITTED BY THE PUBLIC WORKS DEPARTMENT OF THE APPROPRIATE GOVERNING BODY. COMPLETE ACCESS CONTROL IS HEREBY GRANTED TO THE APPROPRIATE GOVERNING BODY AS INDICATED ON THE FACE OF THE PLAT.

RESERVE A IS HEREBY RESERVED FOR PRIVATE STREETS, LANDSCAPING, OPEN SPACE, DRAINAGE PURPOSES, AND UTILITIES AS CONFINED TO EASEMENTS. RESERVE A SHALL BE OWNED AND MAINTAINED BY THE LOT OWNERS ASSOCIATION FOR THE ADDITION.

LOTS PLATTED HEREIN MAY BE SUBJECT TO FUTURE GRADING PLANS. A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THE PLAT. ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY, AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES OR AS MODIFIED WITH THE APPROVAL OF THE APPLICABLE CITY OR COUNTY ENGINEER AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORMWATER IN ACCORDANCE WITH THE STORMWATER MANUAL.

IAN DOPPS, PRESIDENT
 COWSKIN PROPERTIES, INC

STATE OF KANSAS) SS
 SEDGWICK COUNTY)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS ____ DAY OF _____, 2018, BY IAN DOPPS, PRESIDENT OF COWSKIN PROPERTIES, INC.

SEAL OR STAMP _____, NOTARY PUBLIC

MY APPOINTMENT EXPIRES: _____

PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS) SS
 CITY OF MAIZE)

THIS PLAT OF "DECATUR SQUARE" HAS BEEN SUBMITTED TO AND APPROVED BY THE MAIZE CITY PLANNING COMMISSION, MAIZE, KANSAS.

DATED THIS _____ DAY OF _____, 2018.

MAIZE CITY PLANNING COMMISSION

BY _____, CHAIRMAN
 BRYAN AUBUCHON

ATTEST: _____, SECRETARY
 DENNIS DOWNES

PLANNING ADMINISTRATOR
 KIM EDGINGTON

GOVERNING BODY CERTIFICATE

STATE OF KANSAS) SS
 SEDGWICK COUNTY)

THIS PLAT APPROVED AND ALL DEDICATIONS SHOWN HEREON, IF ANY, ACCEPTED BY THE CITY COUNCIL OF THE CITY OF MAIZE, KANSAS, THIS ____ DAY OF _____, 2018.

_____, MAYOR
 DONNA CLASEN

ATTEST: _____, CITY CLERK
 JOCELYN REID

STATE OF KANSAS) SS
 SEDGWICK COUNTY)

THIS PLAT APPROVED PURSUANT TO THE PROVISIONS OF K.S.A. 12-401.

DATE SIGNED: _____, 2018.

_____, CITY ATTORNEY
 TOM POWELL

ATTEST: _____, CITY CLERK
 JOCELYN REID

COUNTY SURVEYOR CERTIFICATE

STATE OF KANSAS) SS
 SEDGWICK COUNTY)

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS ____ DAY OF _____, 2018.

_____, DEPUTY COUNTY SURVEYOR
 TRICIA L. ROBELLO, PS #1246

TRANSFER RECORD

ENTERED ON TRANSFER RECORD THIS ____ DAY OF _____, 2018

_____, COUNTY CLERK
 KELLY B. ARNOLD

REGISTER OF DEEDS

STATE OF KANSAS)
 SEDGWICK COUNTY)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT ____ A.M. - P.M., ON THE ____ DAY OF _____, 2018.

_____, REGISTER OF DEEDS
 TONYA BUCKINGHAM

_____, DEPUTY
 JUDY J. PAGET

OWNER:
 COWSKIN PROPERTIES, INC.
 4590 N MAIZE RD | SUITE 1
 MAIZE, KS 67101

SURVEYOR:
 ARMSTRONG LAND SURVEY, P.A.
 1601 E. HARRY
 WICHITA, KANSAS 67211
 (316) 263-0082

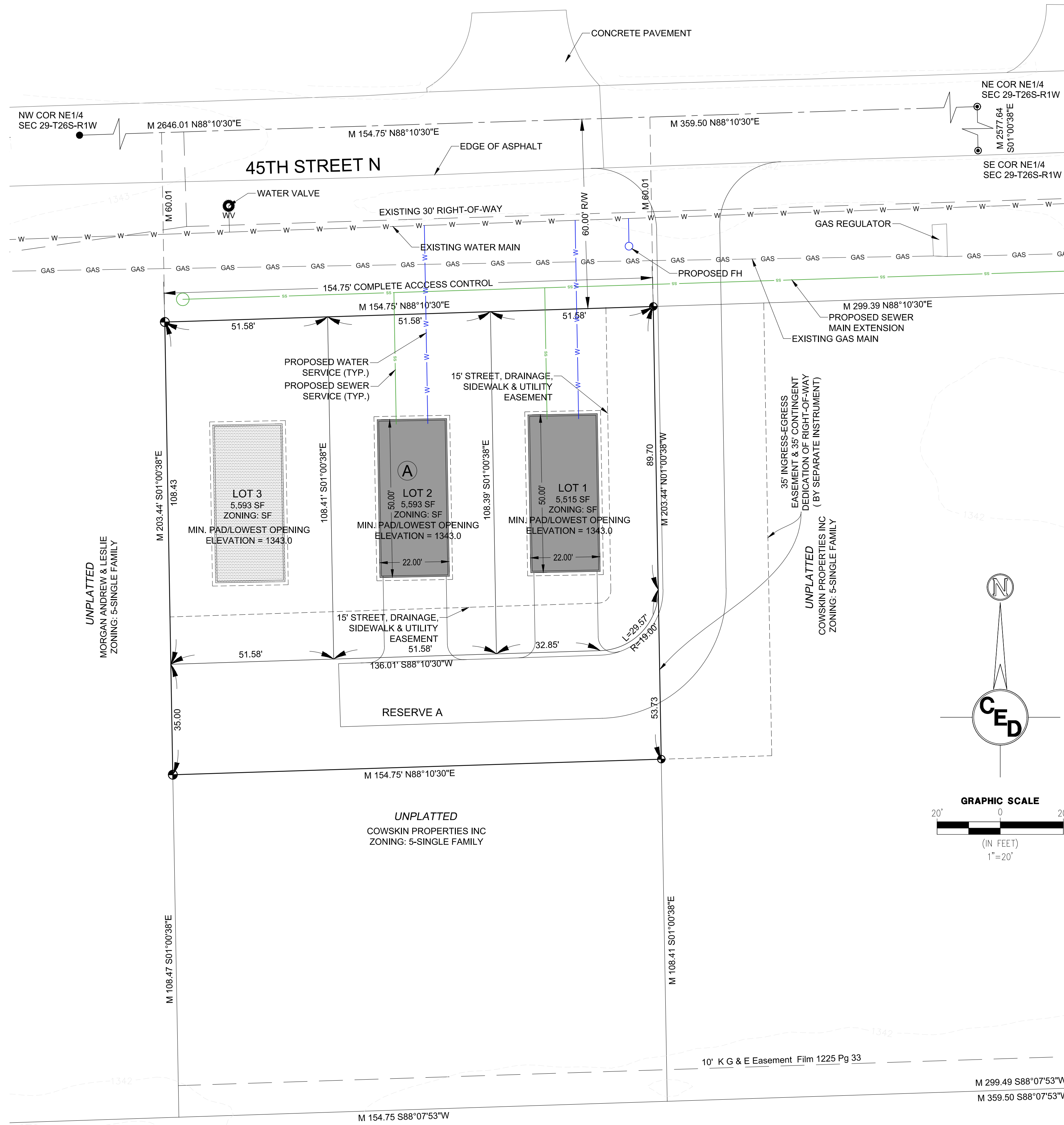
NOTE: BOUNDARY SURVEY COMPLETED BY ARMSTRONG LAND SURVEY, P.A., ON OR ABOUT JULY 3, 2018.

CIVIL DRAWINGS PREPARED BY:

| | | |
|------------|--|-------|
| CED | CERTIFIED ENGINEERING DESIGN, P.A. | SHEET |
| | 1935 WEST MAPLE STREET WICHITA, KANSAS 67213 PH: (316) 262-8808 FAX: (316) 262-1669 | 1 |
| | | TOTAL |
| | | 1 |

PRELIMINARY PLAT DECATUR SQUARE

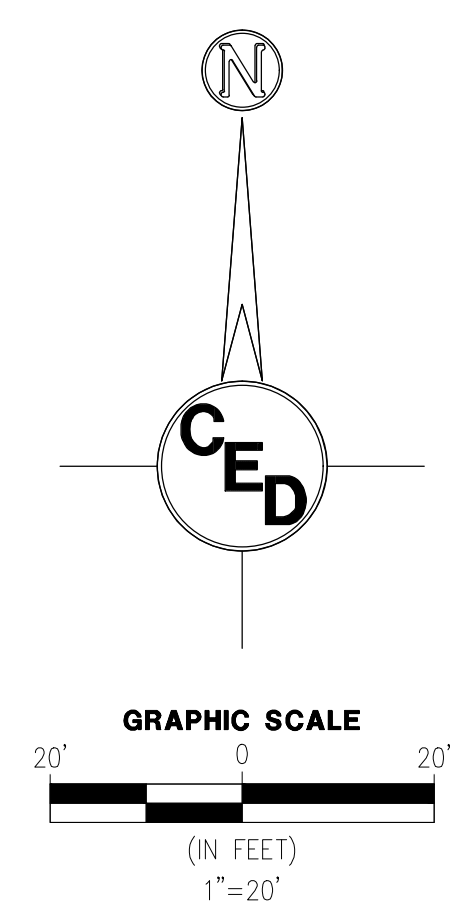
A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN, MAIZE, SEDGWICK COUNTY, KANSAS



LEGAL DESCRIPTION:

THAT PART OF THE WEST 154.73 FEET OF THE EAST 514.19 FEET OF EAST HALF OF GOVERNMENT LOT 5, IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE1/4, 359.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NE1/4; THENCE S88°10'30"W ALONG THE NORTH LINE OF SAID NE1/4, 154.75 FEET; THENCE S01°00'38"E PARALLEL WITH THE EAST LINE OF SAID NE1/4, 203.44 FEET; THENCE N88°10'30"E PARALLEL WITH THE NORTH LINE OF SAID NE1/4, 154.75 FEET; THENCE N01°00'38"W PARALLEL WITH THE EAST LINE OF SAID NE1/4, 203.44 FEET TO THE POINT OF BEGINNING.

| MINIMUM PAD/LOWEST OPENING ELEVATION | |
|--------------------------------------|--------|
| LOT 1, BLOCK A | 1343.0 |
| LOT 2, BLOCK A | 1343.0 |
| LOT 3, BLOCK A | 1343.0 |



LEGEND

- M MEASURED DISTANCE
- "LS 780" CAPPED REBAR SET
- #4 REBAR FOUND
- "MKEC" CAPPED REBAR FOUND

BENCHMARK
Square cut on back of curb located approximately 17' west and 45' north from the intersection of 45th St N and Tyler Ave Elev = 1343.39 NAVD88

OWNER:
COWSKIN PROPERTIES, INC.
4590 N MAIZE RD | SUITE 1
MAIZE, KS 67101

SURVEYOR:
ARMSTRONG LAND SURVEY, P.A.
1601 E. HARRY
WICHITA, KANSAS 67211
(316) 263-0082

NOTE: BOUNDARY SURVEY COMPLETED BY ARMSTRONG LAND SURVEY, P.A., ON OR ABOUT JULY 3, 2018.

CIVIL DRAWINGS PREPARED BY:

CERTIFIED ENGINEERING DESIGN, P.A.

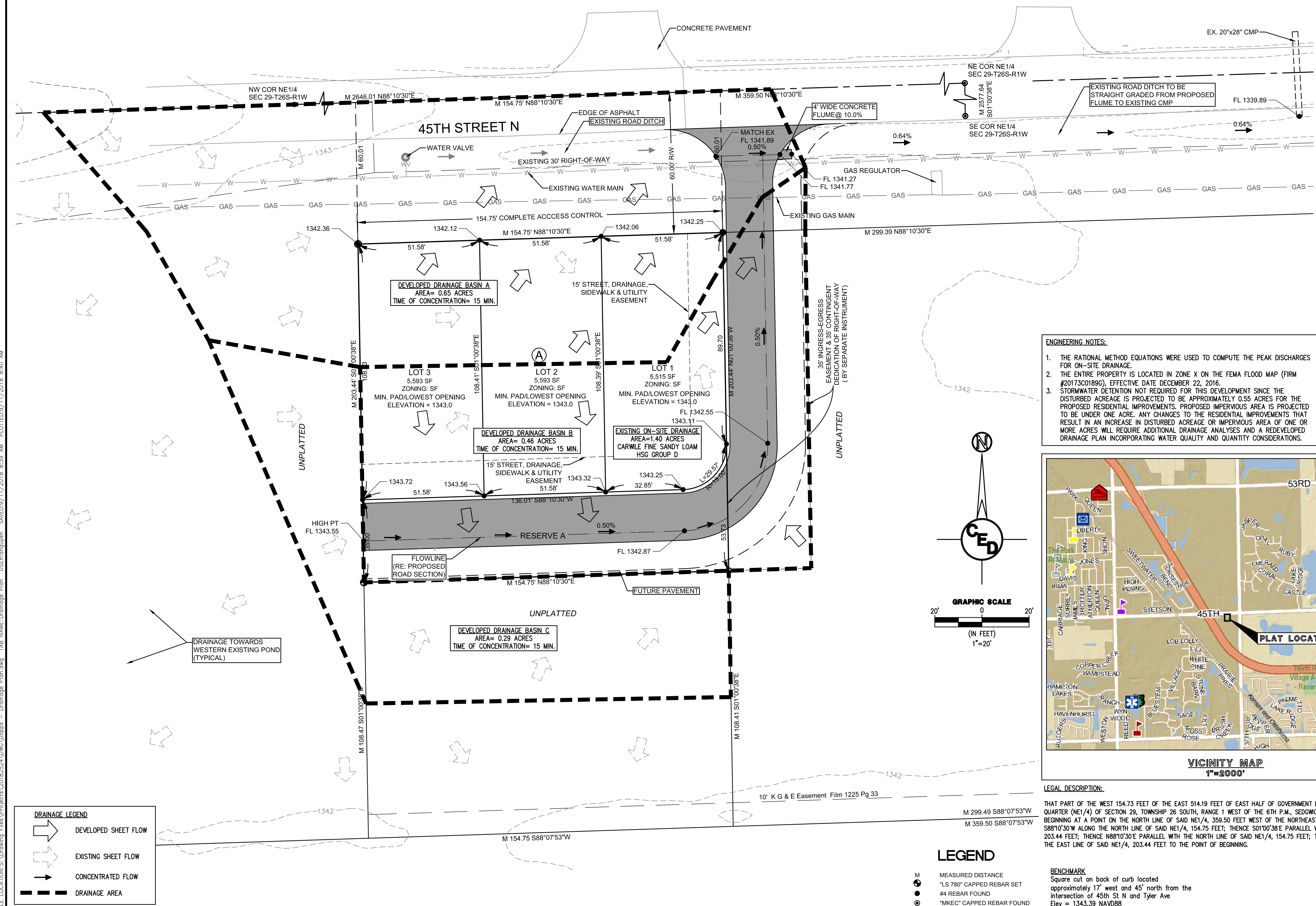
CED 1935 WEST MAPLE STREET
WICHITA, KANSAS 67213
PH: (316) 262-8808
FAX: (316) 262-1669

| | |
|-------|---|
| SHEET | 1 |
| TOTAL | 1 |

FILE LOCATION: S:\Drawing Files\Projects\2018\252A\DWG\Copps - Plat.dwg TAB NAME: Preliminary USER: anguyen SAVED: 9/11/2018 8:39 AM PLOTTED: 9/11/2018 8:40 AM

DRAINAGE PLAN DOPPS ADDITION

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN, MAIZE, SEDGWICK COUNTY, KANSAS

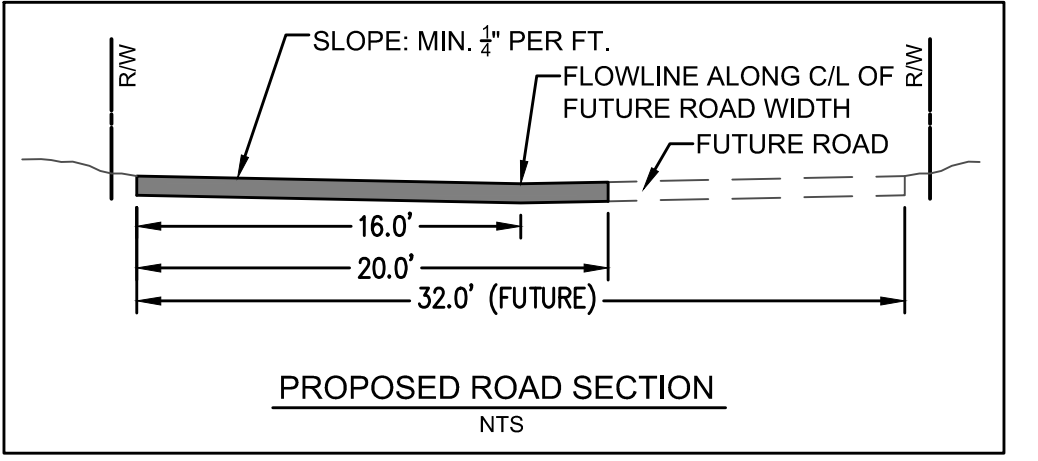


| Drainage Basin | Drainage Area | % Impervious | Return Period | Rational C | Tc (min.) | Intensity (in/hr) | Peak Discharge (cfs) | | | |
|----------------|---------------|--------------|---------------|------------|-----------|-------------------|----------------------|------|------|------|
| A | 0.65 | 30 | 2 | 0.46 | 23 | 2.63 | 0.79 | | | |
| | | | 5 | 0.50 | | 3.32 | 1.08 | | | |
| | | | 10 | 0.59 | | 3.83 | 1.47 | | | |
| | | | 25 | 0.63 | | 4.50 | 1.84 | | | |
| B | 0.46 | 35 | 2 | 0.48 | 20 | 2.85 | 0.89 | | | |
| | | | 5 | 0.53 | | 3.58 | 1.23 | | | |
| | | | 10 | 0.61 | | 4.13 | 1.64 | | | |
| | | | 25 | 0.65 | | 4.85 | 2.05 | | | |
| C | 0.29 | 0 | 2 | 0.50 | 15 | 3.34 | 1.09 | | | |
| | | | 5 | 0.50 | | 4.18 | 1.36 | | | |
| | | | 10 | 0.50 | | 4.81 | 1.56 | | | |
| | | | 25 | 0.53 | | 5.63 | 1.94 | | | |
| | | | | | | | 100 | 0.60 | 6.83 | 2.66 |

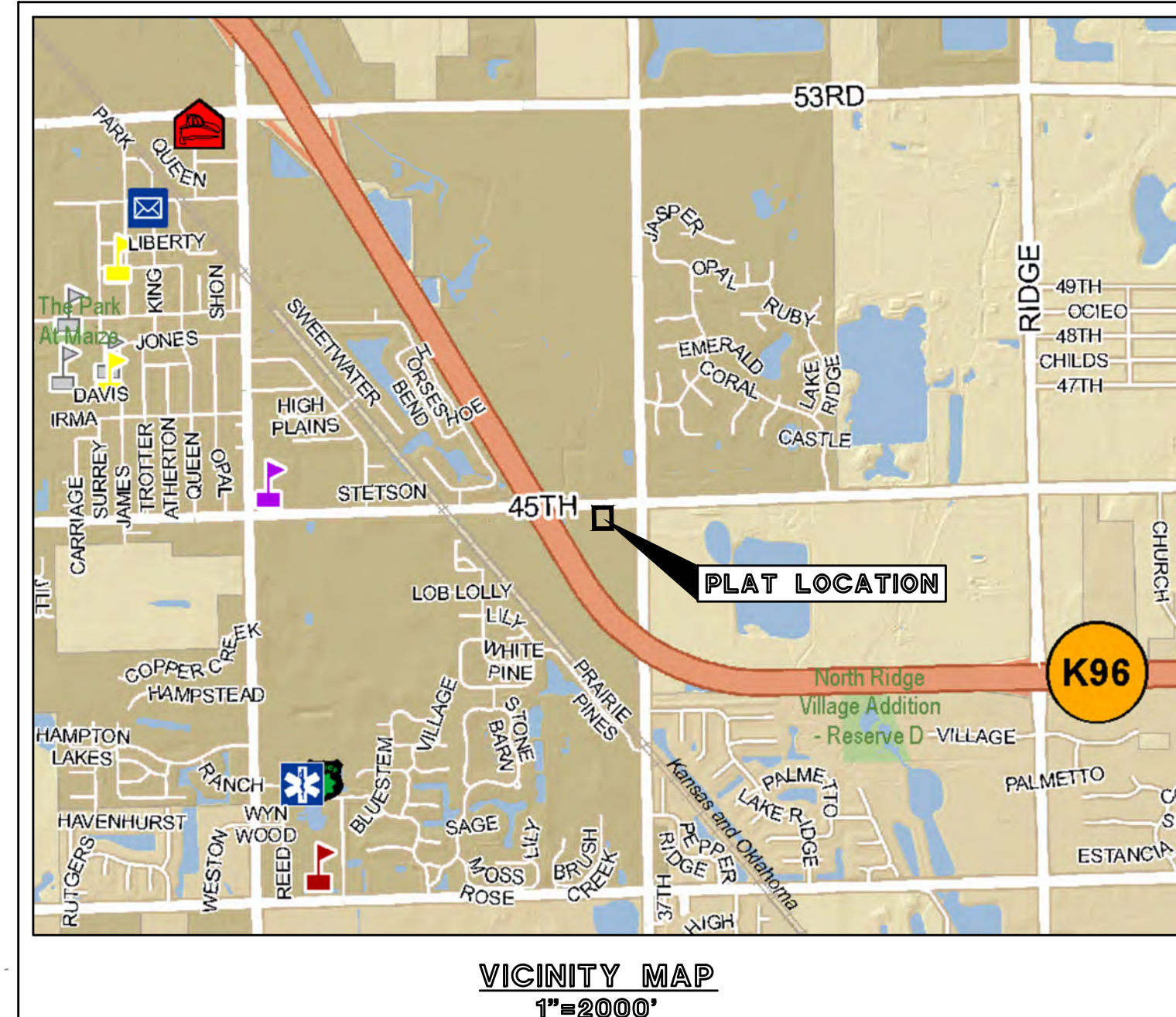
| Drainage Basin | Drainage Area | % Impervious | Return Period | Rational C | Tc (min.) | Intensity (in/hr) | Peak Discharge (cfs) | | | |
|----------------|---------------|--------------|---------------|------------|-----------|-------------------|----------------------|------|------|------|
| EXISTING | 1.40 | 8 | 2 | 0.28 | 29 | 2.30 | 0.90 | | | |
| | | | 5 | 0.33 | | 2.90 | 1.34 | | | |
| | | | 10 | 0.43 | | 3.35 | 2.02 | | | |
| | | | 25 | 0.46 | | 3.96 | 2.55 | | | |
| | | | | | | | 100 | 0.63 | 4.87 | 4.30 |

| Drainage Basin | Drainage Area | % Impervious | Return Period | Rational C | Tc (min.) | Intensity (in/hr) | Peak Discharge (cfs) | | | |
|----------------|---------------|--------------|---------------|------------|-----------|-------------------|----------------------|------|------|------|
| DEVELOPED | 1.40 | 25 | 2 | 0.42 | 16 | 3.22 | 1.89 | | | |
| | | | 5 | 0.48 | | 4.04 | 2.71 | | | |
| | | | 10 | 0.56 | | 4.66 | 3.65 | | | |
| | | | 25 | 0.64 | | 5.45 | 4.88 | | | |
| | | | | | | | 100 | 0.72 | 6.62 | 6.67 |

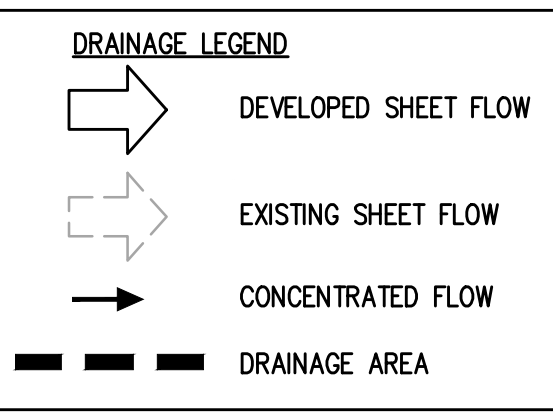
- ENGINEERING NOTES:**
- THE RATIONAL METHOD EQUATIONS WERE USED TO COMPUTE THE PEAK DISCHARGES FOR ON-SITE DRAINAGE.
 - THE ENTIRE PROPERTY IS LOCATED IN ZONE X ON THE FEMA FLOOD MAP (FIRM #20173C0189C), EFFECTIVE DATE DECEMBER 22, 2016.
 - STORMWATER DETENTION NOT REQUIRED FOR THIS DEVELOPMENT SINCE THE DISTURBED ACREAGE IS PROJECTED TO BE APPROXIMATELY 0.55 ACRES FOR THE PROPOSED RESIDENTIAL IMPROVEMENTS. PROPOSED IMPERVIOUS AREA IS PROJECTED TO BE UNDER ONE ACRE. ANY CHANGES TO THE RESIDENTIAL IMPROVEMENTS THAT RESULT IN AN INCREASE IN DISTURBED ACREAGE OR IMPERVIOUS AREA OF ONE OR MORE ACRES WILL REQUIRE ADDITIONAL DRAINAGE ANALYSES AND A REDEVELOPED DRAINAGE PLAN INCORPORATING WATER QUALITY AND QUANTITY CONSIDERATIONS.



| | |
|----------------|--------|
| LOT 1, BLOCK A | 1343.0 |
| LOT 2, BLOCK A | 1343.0 |
| LOT 3, BLOCK A | 1343.0 |



LEGAL DESCRIPTION:
THAT PART OF THE WEST 154.75 FEET OF THE EAST 514.19 FEET OF EAST HALF OF GOVERNMENT LOT 5, IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE1/4, 359.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NE1/4; THENCE S88°10'30"W ALONG THE NORTH LINE OF SAID NE1/4, 154.75 FEET; THENCE S01°00'38"E PARALLEL WITH THE EAST LINE OF SAID NE1/4, 203.44 FEET; THENCE N88°10'30"E PARALLEL WITH THE NORTH LINE OF SAID NE1/4, 154.75 FEET; THENCE N01°00'38"W PARALLEL WITH THE EAST LINE OF SAID NE1/4, 203.44 FEET TO THE POINT OF BEGINNING.



- LEGEND**
- M MEASURED DISTANCE
 - LS 780' CAPPED REBAR SET
 - #4 REBAR FOUND
 - *MKEC' CAPPED REBAR FOUND

BENCHMARK
Square cut on back of curb located approximately 17' west and 45' north from the intersection of 45th St N and Tyler Ave Elev = 1343.39 NAVD88

CIVIL DRAWINGS PREPARED BY:
CERTIFIED ENGINEERING DESIGN, P.A.
 1935 WEST MAPLE STREET
 WICHITA, KANSAS 67213
 PH: (316) 262-8808
 FAX: (316) 262-1669

| | |
|-------|---|
| SHEET | 1 |
| TOTAL | 1 |

FILE LOCATION: S:\Drawing\Files\Projects\2018252A\DWG\Drawings - Drainage\Plan.dwg TAB NAME: Drainage Plan.dwg USER: kennyb... SAVED: 9/11/2018 8:39 AM PLOTTED: 9/11/2018 8:40 AM

SIDEWALK CERTIFICATE

CITY OF MAIZE)
STATE OF KANSAS)SS
COUNTY OF SEDGWICK)

I, Ian Dopps, President of Cowskin Properties Inc., do hereby acknowledge that in accordance with the requirement of the City of Maize, construction of sidewalk is required to serve the following properties:

- 1. Lots 1, 2, and 3, Block A, Decatur Square an Addition to Maize, Sedgwick County, Kansas

This is to place on notice all owners of the above-described property and subsequent owners thereof that, as a result of the requirements of the City of Maize, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means when a connection to sidewalk along W. 45th Street N. is established.

Signed this _____ day of _____, 2018.

By: _____

Ian Dopps, President
Cowskin Properties, Inc.

State of Kansas)
) SS:
County of SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2018, before me, a Notary Public, in and for the County and State aforesaid, came Ian Dopps, President of Cowskin Properties, Inc., personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires: _____

STAFF REPORT

CASE NUMBER: S/D 02-018 Preliminary Plat Dopps Addition

OWNER/APPLICANT: Cowskin Properties Inc.
4590 N Maize Road, Ste 1
Maize, KS 67101

ENGINEER: Certified Engineering Design
1935 W Maple
Wichita, KS 67213

SURVEYOR: Armstrong Land Survey
1601 E Harry
Wichita, KS 67211

GENERAL LOCATION: ¼ mile west of Tyler on the south side of 45th Street

SITE SIZE: 0.51 acres

NUMBER OF LOTS

| | |
|--------------|---------------|
| Residential: | 3 |
| Office: | |
| Commercial: | |
| Industrial: | |
| Total: | $\frac{3}{3}$ |

MINIMUM LOT AREA: 5,511 square feet

CURRENT ZONING: SF-5 Single Family Residential

Planning Staff recommends approval of the preliminary plat subject to the following requirements:

STAFF COMMENTS:

- A. City water and sewer services will be available to serve the site.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- C. **City Engineering** needs to comment on the status of the applicant’s stormwater management and drainage plan.
- D. Names of adjacent property owners and zoning of adjacent properties needs to be shown displayed on the preliminary plat.
- E. Location and type of utilities to be installed needs to be shown on the plat.
- F. Applicant shall provide a utility concept plan to be reviewed and approved by the City Engineer prior to the final plat being approved.
- G. Minimum pad elevations for each lot based on the design criteria of Section 404 of the City of Maize Subdivision Regulations so that each pad is elevated at least two feet above the base flood elevation shall be provided prior to forwarding the plat to City Council.
- H. A sidewalk plan shall be reviewed and approved by the Planning Administrator and City Engineer prior to

forwarding the plat to City Council.

- I. Area within the reserve shall be dedicated to a lot owner's association. This dedication shall also be accompanied by detailed information on the permanent preservation, protection and maintenance of the reserve.
- J. This property is in Area X on the FEMA flood map, not in the floodplain.
- K. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable (water service and fire hydrants required for fire protection shall be as per the direction and approval of the Chief of the Sedgwick County Fire Department.)
- M. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- N. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (Phone 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- O. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- P. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one (1) acre or more of ground cover requires a Federal/State NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Maize, erosion and sediment control devices must be used on ALL projects.
- Q. Perimeter closure computations shall be submitted with the final plat tracing.
- R. Recording of the plat within thirty (30) days after approval by the City Council.
- S. Representatives from the utility companies have not indicated a need for any additional utility easements to be platted on this property.
- T. The applicant is reminded that a flash drive shall be submitted with the final plat tracing to the City of Maize detailing this plat in digital format in a .pdf version, or sent via e-mail to dlemen@cityofmaize.org. This will be used by the County GIS Department.

Planning Commission Action

Having reviewed the preliminary plat for the Dopps Addition filed as S/D 02-018, I, _____ move that the Planning Commission

Approve the preliminary plat subject to conditions and modifications as heretofore agreed upon and listed, or

Disapprove the preliminary plat for reasons heretofore agreed upon

Or defer the plat until the October 4, 2018 regular meeting of the Planning Commission for further information or study as heretofore specified

Motion seconded by _____ and passed by a vote of _____ to _____. Member(s) abstaining from the vote was (were) _____.

Note: Except in the case of a tie vote, abstentions are counted as part of the majority vote. Members disqualifying themselves are not a part of the quorum and unable to vote.

STAFF REPORT

CASE NUMBER: S/D 02-018 Final Plat Dopps Addition

OWNER/APPLICANT: Cowskin Properties Inc.
4590 N Maize Road, Ste 1
Maize, KS 67101

ENGINEER: Certified Engineering Design
1935 W Maple
Wichita, KS 67213

SURVEYOR: Armstrong Land Survey
1601 E Harry
Wichita, KS 67211

GENERAL LOCATION: ¼ mile west of Tyler on the south side of 45th Street

SITE SIZE: 0.51 acres

NUMBER OF LOTS

| | |
|--------------|---------------|
| Residential: | 3 |
| Office: | |
| Commercial: | |
| Industrial: | |
| Total: | $\frac{3}{3}$ |

MINIMUM LOT AREA: 5,511 square feet

CURRENT ZONING: SF-5 Single Family Residential

Planning Staff recommends approval of the final plat subject to the following requirements:**STAFF COMMENTS:**

- A. Applicant shall provide a utility concept plan to be reviewed and approved by the City Engineer prior to the final plat being approved.
- B. A final drainage plan based on the standards and policies of the City including a four-corner lot grading plan shall be reviewed and approved by the City Engineer prior to forwarding the plat to City Council.
- C. Minimum pad elevations for each lot based on the design criteria of Section 404 of the City of Maize Subdivision Regulations so that each pad is elevated at least two feet above the base flood elevation shall be provided prior to forwarding the plat to City Council.
- D. If improvements are guaranteed by petition, a notarized certificate listing the petitions, with cost estimates shall be submitted to the City of Maize for recording.
- E. Homeowner Association, if being established, bylaws and covenants shall be submitted prior to forwarding the plat to City Council.
- F. Signature line for Mayor shall be changed to "Donna Clasen."

- G. A sidewalk plan shall be reviewed and approved by the Planning Administrator and City Engineer prior to forwarding the plat to City Council.
- H. Area within the reserve shall be dedicated to a lot owner's association. This dedication shall also be accompanied by detailed information on the permanent preservation, protection and maintenance of the reserve.
- I. This property is in Area X on the FEMA flood map, not in the floodplain.
- J. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- K. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable (water service and fire hydrants required for fire protection shall be as per the direction and approval of the Chief of the Sedgwick County Fire Department.)
- L. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- M. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (Phone 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- N. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- O. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one (1) acre or more of ground cover requires a Federal/State NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Maize, erosion and sediment control devices must be used on ALL projects.
- P. Perimeter closure computations shall be submitted with the final plat tracing.
- Q. Recording of the plat within thirty (30) days after approval by the City Council.
- R. Representatives from the utility companies have not indicated a need for any additional utility easements to be platted on this property.
- S. The applicant is reminded that a flash drive shall be submitted with the final plat tracing to the City of Maize detailing this plat in digital format in a .pdf version, or sent via e-mail to dlemen@cityofmaize.org. This will be used by the County GIS Department.

Planning Commission Action

Having reviewed the Final plat for the Dopps Addition filed as S/D 02-018, I, _____ move that the Planning Commission

Approve the Final plat subject to conditions and modifications as heretofore agreed upon and listed, or

Disapprove the Final plat for reasons heretofore agreed upon

Or defer the plat until the October 4, 2018 regular meeting of the Planning Commission for further information or study as heretofore specified

Motion seconded by _____ and passed by a vote of _____ to _____. Member(s) abstaining from the vote was (were) _____.

Note: Except in the case of a tie vote, abstentions are counted as part of the majority vote. Members disqualifying themselves are not a part of the quorum and unable to vote.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 17, 2018**

AGENDA ITEM #9C

ITEM: Villas at Hampton Lakes Engineering Contract

BACKGROUND:

The developer for the Villas at Hampton Lakes is ready to start sanitary sewer, water, paving and drainage improvements.

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

The petitions and resolutions for improvements were approved at the August 20, 2018 meeting.

FINANCIAL CONSIDERATIONS:

Cost is \$45,450 for design services and \$54,510 for construction services.

This project will be included in the 2018 bond project funding that will be finalized later this year.

LEGAL CONSIDERATIONS:

The City Attorney is reviewing the contract as to form.

RECOMMENDATION/ACTION:

Approve the MKEC contract in amounts not to exceed \$45,450 for design and \$54,510 for construction services and authorize the Mayor to sign subject to approval by the City Attorney.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

THE CITY OF MAIZE, KANSAS

AND

**MKEC ENGINEERING, INC.
411 NORTH WEBB ROAD
WICHITA, KANSAS 67206**

**VILLAS AT HAMPTON LAKES ADDITION
MAIZE, SEDGWICK COUNTY, KANSAS**

This Contract, made this ____ day of _____, 2018, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and MKEC ENGINEERING, INC., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

Sanitary Sewer, Water Distribution System, Paving, and Drainage improvements to serve the following property: Lots 1 through 13, Block 1, Villas at Hampton Lakes Addition; MKEC Engineering, Inc., Project No. 18311.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter called the "PROJECT;" and,

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications, estimates of quantities of work and construction phase work for the PROJECT.

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for designing and constructing sanitary sewer, water distribution system, paving, and drainage improvements in VILLAS AT HAMPTON LAKES ADDITION, Maize, Kansas, and to perform the PROJECT as outlined in the Scope of Services set forth in Attachment "A" hereto and incorporated by reference herein as though fully set forth herein.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES (Attachment "A").

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Contract.

D. To comply with all federal, state and local laws, ordinances and regulations applicable to the work.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the CITY.

F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

G. To submit a single and final billing to the CITY for the engineering design services upon completion of design work and monthly progress billings for construction phase services.

H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Attachment "A"; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT.

I. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this Contract. CONSULTANT further agrees, covenants and represents that all designs, drawings, specifications, plans and other work or material furnished by CONSULTANT, its agents, employees and subcontractors under this Contract, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's

liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

L. (1) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (2) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (3) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (4) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (5) that a failure to comply with the reporting requirements of (3) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY; (6) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY. Parties to this Contract understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Contract or whose contracts with the CITY cumulatively total \$5,000.00 or less during the fiscal year.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office at no cost to the CONSULTANT.

B. To procure all permanent and construction easements, if any, required to complete the PROJECT.

C. To pay the CONSULTANT for its services in accordance with the requirements of this Contract.

D. To provide the right of entry for CONSULTANT's personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this Contract requires to be performed. The CITY agrees to provide the CONSULTANT the name of the person designated as Project Manager concurrent with notice to proceed.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT in a timely fashion. The CITY does not become liable or obligated in any way by such examination.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the **Phase I engineering services** required by this Contract shall be paid in a onetime lump sum fee amount upon completion of the Phase 1 services as specified below:

| | |
|---------------------------|--------------------|
| Sanitary Sewer | \$5,400.00 |
| Water Distribution System | \$7,400.00 |
| Paving | \$19,670.00 |
| Drainage | \$12,980.00 |
| TOTAL | \$45,450.00 |

B. Payment to the CONSULTANT for the **Phase II construction services** required by this Contract shall be billed hourly, in a not-to-exceed amount as specified below. The hourly rates for MKEC officers and employees who will provide Phase II services are set forth in Attachment B hereto.

| | |
|---------------------------|--------------------|
| Sanitary Sewer | \$6,480.00 |
| Water Distribution System | \$8,860.00 |
| Paving | \$23,600.00 |
| Drainage | \$15,570.00 |
| TOTAL | \$54,510.00 |

C. Monthly Invoices: During the progress of Phase II work CONSULTANT may submit monthly request(s) for payment of services rendered during the preceding month subject to the following: Monthly billings shall be supported by documentation acceptable to the CITY engineer, which shall include an itemized detailed description of work performed, the name of the person performing the work, the time spent by the person performing the work and the date the work was performed. Billings shall be in increments of not less than one-sixth (1/6) hour of an hour. The not-to-exceed amounts specified above for Phase II services include expenses. Reimbursement of expenses incurred in providing Phase II services maybe billed monthly. Request for reimbursement shall include receipts for expenses when applicable. Expenses for mileage shall not exceed the per mile amount allowed by the CITY for its employees, a description of the trip, i.e., to and from plus actual mileage traveled per trip shall be included in the request for reimbursement and the name of the person who was the driver of the vehicle shall be listed. Detailed information acceptable to the CITY engineer shall be included for any other expense that reimbursement is being sought.

D. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The right is reserved to the CITY to terminate this Contract at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Contract, but in no case shall payment be more than the CONSULTANT's actual costs plus overhead unless the PROJECT is abandoned by the CITY or indefinitely postponed by the CITY then in addition to actual costs plus overhead the CONSULTANT shall be paid actual cost plus overhead, plus 10% profit. For purposes of this Section V, A. overhead shall be calculated at a factor of 1.465 of actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT's services in accordance with this Contract, and there shall be no restriction or limitation on their further use by the CITY.

C. That the services to be performed by the CONSULTANT under the terms of this Contract are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this Contract, reasonable extensions in the time allotted for the work will be granted by the CITY; PROVIDED, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Contract shall be construed to operate as a waiver of any right under this Contract or any cause of action arising out of the performance of this Contract.

F. The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

G. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

H. This Agreement shall be subject to and governed by the laws of the State of Kansas. A lawsuit filed by either party concerning this Agreement shall be in a court located in Sedgwick, County, Kansas.

I. This Contract and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Contract as of the date first written above.

ATTESTED TO:

CITY OF MAIZE, KANSAS

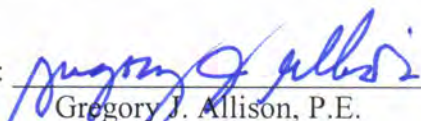
Jocelyn Reid, City Clerk

By: _____
Donna Clasen, Mayor

ATTESTED TO:

MKEC ENGINEERING, INC.

Cynthia A. Womack, Admin. Asst.

By:  _____
Gregory J. Allison, P.E.

Title: Vice President

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City. Engineering plans shall be prepared in ink on standard 22" x 36" sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's approved standard specifications. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

6. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the storm sewer improvements by 120 days from notice to proceed.
 - b. Plan Development for the sanitary sewer improvements by 120 days from notice to proceed.
 - c. Plan Development for the water distribution system improvements by 120 days from notice to proceed.
 - d. Plan Development for the paving improvements by 120 days from notice to proceed.

B. PHASE II – CONSTRUCTION

1. Staking and Construction Engineering as per the City of Maize Standard Construction Engineering Practices.
2. As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.



MKEC Engineering, Inc.
2018 HOURLY RATE SCHEDULE

| <u>Classification</u> | <u>Billing Rate per Hour</u> |
|---|------------------------------|
| Principal/Project Manager | 155.00 |
| Senior Engineer | 143.00 |
| Engineer Level I | 114.00 |
| Engineer Level II/Senior Technician | 104.00 |
| Secretary | 57.00 |
| Survey Team/2 Man..... | 160.00 |
| Survey/GPS | 160.00 |
| Survey/Leica | 355.00 |
| PLS | 104.00 |
| Inspector | 104.00 |
| Technician I | 91.00 |
| Technician II | 70.00 |

EXPENSES:

| | |
|---------------------------------|---------------------|
| Xerox Copies | Current Market Rate |
| Plot Prints | 1.00 per S.F. |
| Color / Mylar Plot Prints | 2.15 per S.F. |
| Mileage | IRS Allowed Rate |
| Project Expenses | Cost + 10% |
| Sub consultants | Cost + 10% |



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- The 2018 school year is up and running at full speed. This year we have three SRO's assigned to the district. Officer Dover - Maize High, Officer Wiggins, Maize South High and Officer Pentecost—Middle and elementary schools. The addition of a 3rd SRO will increase the services we are able to provide and better spread the duties of all SRO's amongst the various schools.
- We are preparing for the annual Fall Festival Parade scheduled for October 20th, 2018. It takes all of our staff , public works and many volunteers to block off streets and provide security for this event.

Budget status: 70.84/100%

Major purchases: None

Current Staff Levels.

12 Full-time

2 Part-time

1 Reserve

3 Reserve -Vacant

Monthly Activities

August Police Reports - 792

August calls for service - 614

Community Policing:

Preparing for fall fest activities.

PUBLIC WORKS REPORT 9-11-18

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street, and Hidden Acres Rd. a couple of times this past month. Installed several more loads on 61st to help with potholes etc.
- Picked up 13 locations of brush. Many brought in brush on brush day September 1, 2018. Still working to get everything clean and open soon so that we can accept brush every day if need be.
- Had Over 180 locates this month.
- Shut off 15 water meters on shut off day.
- Continue to mow many of the road right of ways, RR ROW's, and empty lots to try to keep the city looking good.

Special Projects

- Ross Jensby was promoted to Maintenance Worker III and Dustin Vestering was promoted to Maintenance Worker II. They both have shown they certainly deserve these promotions by their work ethic and leadership ability.
- Shut off the splash park for the year and cleaned and polished the parts that were disassembled for next year.
- We hauled and paid for the AB-3 that was installed along the shoulders of 37th St when the paving was done to help protect the paved areas and have some separation between the pavement and ditches.
- The brush grinding has been completed. We will have a place to start a new brush pile as soon as it gets dry.
- We are working on the back five acres of the cemetery. The paving and the sidewalk are now done. Talking of getting a columbarium and installing it in the center of the sidewalks. Getting some prices for trimming the trees in the front and taking some of the worst ones out.
- The paving of the concrete area around the WWTP should be completed this week. There are still a few issues being resolved by AeroMod and MKEC.



Ron Smothers

Public Works Director

City Engineer's Report

9/17/2018

Copper Creek Apartments

On the first unit, rough in plumbing, electrical and sheetrock is being installed. The second unit is in the process of installing the framing on the third floor.

Cypress Point

Exterior work is complete except for painting. On the interior, workers are currently installing tile on the floors and electrical for lighting and outlets. Cabinets are installed in the kitchen and bathrooms. Additionally, patio/fire pit design combination that blends into the landscaping is being installed.

Carriage Crossing

Sanitary sewer is complete. The waterline is in process of installation.

Kyodo Yushi

I will present the latest video of construction at the meeting.

Shuttle Aerospace

Concrete floor has been installed and currently erecting steel framing.

119th Waterline

The waterline should be tied into the well house at the time of the Council meeting. The testing, chlorination of the lines, and installing a few more fire hydrants will complete the project.

PLANNING ADMINISTRATOR'S REPORT

DATE: September 17, 2018

TO: Maize City Council

FROM: Kim Edgington, Planning Administrator

RE: Regular September 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 scheduled to present the Comprehensive Plan with recommended edits to the Planning Commission at their October 4th meeting. Once the final draft has been reviewed by the Planning Commission a second survey will be developed and distributed to the public.
2. Plat for Nicks Addition – an 83-lot single-family subdivision on the north side of 53rd Street approximately 1/8 mile east of K-96. The Planning Commission reviewed and recommended approval of the preliminary plat their September 6th meeting. Once a final plat is submitted the Planning Commission will review that and it will be forwarded to the City Council.
3. Decatur Square (Dopps) Addition – a 3-lot residential subdivision at 45th and Tyler. The preliminary and final plats were recommended for approval by the Planning Commission at their September 6th meeting. The final plat is on the current agenda for Council review.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
September 17, 2018**

Year to date status (Through 08/31/18):

| | | | |
|-------------------------|-------------|-------------|--------|
| General Fund – | | | |
| | Budget | YTD | |
| Rev. | \$3,511,343 | \$3,101,025 | 86.11% |
| Exp. | \$3,716,847 | \$2,630,715 | 70.78% |
| Streets – | | | |
| Rev. | \$309,380 | \$ 219,643 | 70.99% |
| Exp. | \$310,050 | \$ 227,017 | 73.22% |
| Wastewater Fund- | | | |
| Rev. | \$798,000 | \$ 689,625 | 86.42% |
| Exp. | \$798,000 | \$ 543,449 | 68.10% |
| Water Fund- | | | |
| Rev. | \$822,000 | \$ 791,117 | 96.24% |
| Exp. | \$822,000 | \$ 552,789 | 67.25% |

Health & Dental Benefits

Per Council's request, here are the 2018 numbers (through 08/31/2018) 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: | \$196,281.21 | \$ 49,078.25 | \$245,359.46 |
| Dental: | 14,473.20 | 3,614.37 | 18,087.57 |
| Life: | 8,411.27 | 0 | 8,411.27 |
| | <u>\$219,165.68</u> | <u>\$ 52,692.62</u> | <u>\$271,858.30</u> |

Transfer Station Coupons:

Instead of conducting a citywide clean-up day this year, we have been distributing coupons for citizens to use at the Waste Connections transfer station. As of 9/10/18, 163 of 175 coupons have been given out to Maize citizens. As of 8/31/18, 71 coupons have been redeemed at the transfer station. The City pays \$32 per redeemed coupon and the coupons are good through 9/30/18. In my October report, I will have the total amount the City has paid for the coupons and compare that to the total cost of the 2017 Clean-Up Day.

911 Camps and National Night Out:

The total cost for the 911 Camps this year was \$8,545. The total revenue for the camps was \$9,225.

The total cost for National Night Out was \$2,055.

CIP 2017 (As of 8/31/2018)

| <u>Detail</u> | <u>Reason</u> | <u>August Revenue</u> | <u>August 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 | - | | - | 4.11 |
| Interest | From Bank Accounts | 2,835.47 | | 3,500.00 | 21,964.06 |
| Reimbursements | City Hall Pond Repair | - | | | - |
| Other Revenues | | 20.00 | | | 585.00 |
| Transfers | | 39,166.67 | | 470,000.00 | 313,333.36 |
| Total Revenues | | <u>42,022.14</u> | | <u>473,500.00</u> | <u>335,886.53</u> |
| Total Resources | | | | | <u><u>466,435.35</u></u> |
| Street Improvements | | 232,670.75 | - | 350,000.00 | 315,340.29 |
| Sidewalk/Bike Paths | | | - | 100,000.00 | - |
| Park Improvements | | | - | 200,000.00 | 11,434.23 |
| Other Capital Costs | | | - | - | - |
| Total Expenditures | | <u>232,670.75</u> | <u>-</u> | <u>650,000.00</u> | <u>326,774.52</u> |
| Cash Balance - 8/31/18 | | | | | <u><u>\$ 139,660.83</u></u> |

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 08/31/2018

| | 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 | \$6,159.60 | \$5,358.88 | \$800.72 | Flat - based on number of lines |
| Internet | 750.51 | 675.46 | 75.05 | 5,929.03 | 5,403.68 | 600.40 | Flat - \$75.05/month |
| Gas | 32.80 | 18.07 | 14.73 | 4,671.61 | 2,574.06 | 2,097.55 | 44.90% |
| Electric | 3,436.18 | 1,893.34 | 1,542.84 | 19,334.80 | 10,653.47 | 8,681.33 | 44.90% |
| Janitor | 1,851.11 | 1,019.96 | 831.15 | 13,844.07 | 7,628.08 | 6,215.99 | 44.90% |
| Water/Sewer | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Trash | 86.25 | 47.52 | 38.73 | 690.00 | 380.19 | 309.81 | 44.90% |
| Insurance (Annual Bill) | 0.00 | 0.00 | 0.00 | 11,365.00 | 6,262.12 | 5,102.89 | 44.90% |
| Pest Control | 300.00 | 275.00 | 25.00 | 2,400.00 | 2,200.00 | 200.00 | Flat - Exterminator breaks rate out |
| Lawn Service | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | Provided by Public Works |
| Total | \$7,226.80 | \$4,599.21 | \$2,627.59 | \$64,394.11 | \$40,460.48 | \$24,008.68 | |

Shared Costs for City Hall
 Updated 9/11/2018

Equipment Reserve 2018 (As of 08/31/2018)

| <u>Detail</u> | <u>Reason</u> | <u>August Revenue</u> | <u>August Expense</u> | <u>Budget</u> | <u>Year to Date Actual Cash</u> |
|----------------------------|----------------------|-----------------------|-----------------------|----------------------|---------------------------------|
| Beg Cash - 01/01/18 | | | | | \$ 126,938.93 |
| Interest | From Bank Accounts | 247.50 | | 300.00 | 1,917.18 |
| Reimbursement | Sale of PD Equipment | - | | | 2,456.95 |
| Transfers | From General Fund | 12,500.00 | | 150,000.00 | 100,000.00 |
| Total Revenues | | \$ 12,747.50 | | \$ 150,300.00 | \$ 104,374.13 |
| Total Resources | | | | | \$ 231,313.06 |
| Trucks/Heavy Equipment | | | \$ - | \$ 50,000.00 | \$ 78,536.85 |
| Computers ** | | 12,323.50 | - | 50,000.00 | 63,588.15 |
| Police Department Expenses | | 3,929.73 | - | 70,000.00 | 41,288.25 |
| Total Expenditures | | | \$ - | \$ 170,000.00 | \$ 183,413.25 |
| Cash Balance - 08/31/2018 | | | | | \$ 47,899.81 |

**\$24,408.50 encumbered in 2017 budget

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 08/31/2018

| | MONTHLY BILL | CITY PORTION | USD #266 PORTION | YEAR TO DATE COSTS | CITY PORTION YEAR TO DATE | USD #266 PORTION YEAR TO DATE |
|--|---------------------|--------------------|--------------------|---------------------|---------------------------|-------------------------------|
| Wages | \$ 7,694.87 | \$ 1,923.72 | \$ 5,771.15 | \$ 47,591.11 | \$ 11,897.78 | \$ 35,693.33 |
| FICA/Medicare Taxes | 519.61 | \$ 129.90 | \$ 389.71 | 3,339.75 | 834.94 | 2,504.81 |
| KPERS (Employer) | 722.55 | \$ 180.64 | \$ 541.91 | 4,461.08 | 1,115.27 | 3,345.81 |
| Health/Life/Other Employer Paid Benefits | 2,502.48 | \$ 625.62 | \$ 1,876.86 | 10,031.28 | 2,507.82 | 7,523.46 |
| Total Shared Costs | \$ 11,439.51 | \$ 2,859.88 | \$ 8,579.63 | \$ 65,423.22 | \$ 16,355.81 | \$ 49,067.42 |



**CITY OPERATIONS
REPORT**

DATE: September 12, 2018
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: September 2018 Report

*Items for the September Operational Report will be covered by the
City Administrator's*

"State of the City Presentation"

At the Monday, September 17th Council Meeting