

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, MAY 20, 2019
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**MAIZE CITY COUNCIL 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 Hearing: Industrial Revenue Bonds (*Evans Building Co.*)
- 6) Public Comments
- 7) Consent Agenda
 - a. Approval of Minutes – City Council Regular Meeting of April 15, 2019.
 - b. Receive and file minutes from the Planning Commission meeting of April 11, 2019.
 - c. Receive and file minutes from the Park and Tree Board meeting of April 9, 2019.
 - d. Cash Disbursements from April 1, 2019 thru April 30, 2019 in the amount of \$570,876.60 (Check #68408 thru #68568).
 - e. Vacation Case #V-02-019
- 8) Old Business

None
- 9) New Business
 - A. Project Funding Update
 - B. Carriage Crossing 7 Petitions and Resolution of Advisability
 - C. Garver LLC. Contract for Carriage Crossing Addition Phase 7 Improvements
 - D. APAC Contract

10) Reports

- Police
- Public Works
- City Engineer
- Planning & Zoning
- City Clerk
- Legal
- Operations
- Council Members' Reports
- Mayor's Report
 - Re-appointment to Recreation Commission through May 2023
 - 1. Lori Heger
 - Re-appointments to Park and Tree Board through May 2022
 - 1. Patrick Atchison
 - 2. Joshua Belcher
 - Re-appointments to Planning Commission through May 2022
 - 1. Bryant Wilks
 - 2. Mike Burks

11) Executive Session

12) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, April 15, 2019**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **April 15, 2019** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were **Karen Fitzmier**, **Pat Stivers** and **Jennifer Herington**. **Kevin Reid** and **Alex McCreath** were absent.

Also present were: **Richard LaMunyon**, City Administrator; **Jolene Graham**, Executive Assistant; **Sue Villarreal**, Deputy City Clerk; **Matt Jensby**, Police Chief; **Ron Smothers**, Public Works Director; **Kim Edgington**, Planning Administrator; **Bill McKinley**, City Engineer, and **Tom Powell**, City Attorney; **Larry Kleeman**, Financial Advisor and **Mitch Walter**, Bond Counsel.

APPROVAL OF AGENDA:

The agenda was submitted for approval with the following changes: Consent Agenda 7f was corrected to Zoning Case Z-02-019 and Item 7g was moved to New Business 9E.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a. Approval of Minutes – City Council Regular Meeting of March 18, 2019 and Special Council Meetings of March 27, 2019 and April 8, 2019.
- b. Receive and file minutes from the Planning Commission meeting of March 7, 2019.
- c. Receive and file minutes from the Park and Tree Board meeting of January 8, 2019.
- d. Cash Disbursements from March 1, 2019 thru March 31, 2019 in the amount of \$843,772.21 (Check #68273 thru #68407).
- e. Easement Vacation-Fiddler's Cove
- f. Zoning Case #Z-02-019 – Nicks Addition and CUP

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

SERIES 2019A TEMP NOTE SALE:

Temp note bids and resolution authorizing the sale of the Series 2019A Temporary Notes in the amount of \$2,080,000 were submitted for Council approval.

MOTION: **Fitzmier** moved to accept the low bid from Country Club Bank with net interest rate of 1.75%
Stivers seconded. Motion declared carried.

MOTION: **Fitzmier** moved to approve the temp note resolution for the Series 2019A Temporary Notes in the amount of \$2,080,000.
Herington seconded. Motion declared carried.

City Clerk assigned resolution #629-19.

SPECIAL ASSESSMENT RE-SPREAD FOR MAIZE INDUSTRIAL PARK:

An ordinance re-spreading special assessments in the Maize Industrial Park was submitted for Council approval.

MOTION: *Stivers* moved to approve the re-spread ordinance which approves the re-spread of certain special assessments and authorizes the Mayor and Clerk to sign the re-spread agreement.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Ordinance #959.

2018 INDEPENDENT AUDITOR'S REPORT:

Randy Ford with Busby, Ford & Reimer submitted the independent auditor's report for the year ended December 31, 2018 and the MPBC Summary Financial Information for the period January 1, 2018 through December 31, 2018 for receipt and file.

MOTION: *Fitzmier* moved to receive and file the 2018 Independent Auditor's Report and the 2018 Maize Public Building Commission Summary Financial Information.
Stivers seconded. Motion declared carried.

MASTER BICYCLE AND PEDESTRIAN PLAN:

The 2019 Master Bicycle and Pedestrian Plan was submitted to Council for receipt and file.

MOTION: *Fitzmier* moved to receive and file the 2019 Master Bicycle and Pedestrian Plan entitled "Maize in Motion" to eventually be included as a component in the Comprehensive Plan.
Stivers seconded. Motion declared carried.

ZONING CASE #Z-01-019 (KILGORE ENTERPRISES):

A request for a zone change from SF-5 Single Family Residential to NR Neighborhood Retail at 109, 111 and 117 W. Academy was submitted for Council approval.

MOTION: *Fitzmier* moved to approve and adopt the ordinance for a zone change with protective overlay within Maize city limits as outlined in the Council report amending Item #3 to read that any proposed screening plan be presented to the Planning Administrator for review and approval.
Herington seconded. Motion declared carried.

City Clerk assigned Ordinance #958.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, APRIL 11, 2019**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday April 11, 2019, for a Regular Meeting with *Mike Burks*, presiding. The following Planning Commission members present were *Mike Burks, Andy Sciolaro, Dennis Downes* and *Mike Strelow*. *Bryan Aubuchon, Bryant Wilks* and *Hugh Nicks* were absent. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Jolene Graham*, Executive Assistant; *Rebecca Bouska*, Deputy City Administrator and *Mitch Coffman*, PEC.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: *Sciolaro* moved to approve the minutes of March 7, 2019 with the addition of provision number 7 in condition 2. Of the Z-02-019 motion.
Downes seconded the motion.
Motion carried unanimously.

MAIZE IN MOTION PRESENTATION

Coffman presented the Maize in Motion Plan to the commissioners.

MOTION: *Downes* moved to adopt the Maize in Motion plan as a component of the Maize Comprehensive Plan.
Sciolaro seconded the motion.

MAIZE COMPREHENSIVE PLAN

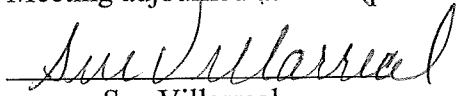
Edgington presented the final draft of the Comprehensive Plan to the commissioners.

MOTION: *Sciolaro* moved to adopt the Maize Comprehensive Plan as presented.
Strelow seconded the motion.
Motion carried unanimously.

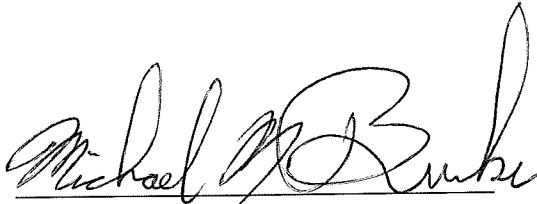
ADJOURNMENT:

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

Meeting adjourned at 8:02 pm.



Sue Villarreal
Recording Secretary



Mike Burks
Planning Commissioner

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
TUESDAY, APRIL 9, 2019**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, April 9, 2019 with *Vice-Chair Marina Fulton* presiding. Board members present were *Patrick Atchison, Maren Breit, Steve Schmidt* and *Susan Woods*. *Chair Dennis Wardell* and *Joshua Belcher* were absent.

Also present was: *Ross Jensby*, Public Works and *Jolene Graham*, Executive Assistant.

APPROVAL OF AGENDA:

The Agenda was submitted for Board approval.

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

APPROVAL OF THE JANUARY 8, 2019 MINUTES:

The Park and Tree Board Meeting Minutes of January 8, 2019 were submitted for approval.

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

ARBOR DAY 2019

Staff was contacted by Chris Morrison, an Earth Science Teacher at Maize South High School, about the possibility of a joint Arbor Day project with the City of Maize Park and Tree Board on April 26, 2019. Approximately 120 freshman students enrolled in Earth Science classes at Maize South will participate in the project. Each pair of students will plant one tree for a total of 67 trees. In conjunction with Hillside Nursery, City staff identified locations and tree species. Thirty-two trees will be planted around the City Hall campus and thirty-five trees will be planted alongside the new sidewalk on 45th street between Plantation and east to the Railroad tracks. This will be the biggest Arbor Day planting for the City of Maize as well as an exciting first partnership with our Maize schools.

MOTION: *Atchison* moved to approve the proposed activities for the City of Maize's Arbor Day 2019 celebration and recommend the expenditure of funds not-to-exceed \$10,000 to City Council and staff.
Schmidt seconded. Motion declared carried.

LAND AND WATER CONSERVATION FUND GRANT

During the 2019 budget process, the Park and Tree Board requested Capital Improvement Project funding to accomplish one of the Master Park Plan top two priorities: new parkland acquisition or construction of an amphitheater at Maize City Park. The successful completion of either of these

projects would entail the receipt of a 50-50 matching grant from the Land and Water Conservation Fund grant. Staff researched several land opportunities; however, no purchase agreements were reached with landowners in time to complete an application by the April 15, 2019 deadline. Staff is proposing to apply for the grant for an amphitheater at Maize City Park. As part of the Academy Arts District Project, RDG consultants provided the City with a cost estimate for the construction of an amphitheater in the amount of \$500,000. Requesting \$75,000 for 2020 Parks CIP would ensure the City's grant match of \$250,000 for the amphitheater project to be completed in 2020.

MOTION: *Atchison* moved to approve the completion of a 50-50 matching grant application from the Land and Water Conservation Fund for constructing an amphitheater at Maize City Park and request a minimum of \$75,000 for 2020 Parks CIP from Council to ensure a full grant match.

Breit seconded. Motion declared carried.

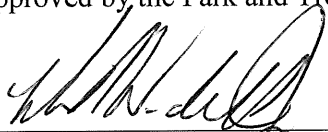
ADJOURNMENT:

With no further business before the Board:

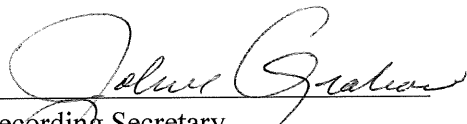
MOTION: *Atchison* motioned to adjourn.
Schmidt seconded. Motion declared carried.

Meeting adjourned at 6:30 pm

Approved by the Park and Tree Board on May 14 2019.



Park and Tree Board Member



Recording Secretary

		City of Maize					
		Disbursement Report Totals					
		Dates Covered: 04/01/2019 - 04/30/2019					
Accounts Payable:							
	Voucher	Voucher	Check	Check	Check Numbers		
	Date	Amt	Date	Amount	Begin	End	
	1-Apr	\$ 8,176.39	1-Apr	\$ 8,176.39	68408	68411	Utilities
	3-Apr	1,178.85	3-Apr	1,178.85	68426	68428	
	4-Apr	152,122.19	11-Apr	152,122.19	68429	68476	
	4-Apr	7,624.00	1-Apr	7,624.00	68477	68483	Housing Grants
	11-Apr	689.30	11-Apr	689.30	68484	68484	Postage
	17-Apr	15,513.20	17-Apr	15,513.20	68497	68501	Utilities
	18-Apr	160,061.07	18-Apr	160,061.07	68502	68551	
	18-Apr	17,956.96	18-Apr	17,956.96	68552	68564	Housing Grants
	29-Apr	2,700.91	29-Apr	2,700.91	68566	68568	Utilities
	AP Total	\$ 366,022.87		\$ 366,022.87			
Payroll:							
	Run	Earning	Check	Check	Check Numbers		
	Date	History	Date	Amount	Begin	End	
	13-May	\$ 150,499.01	4-Apr	\$ 108,523.57	68412	68425	
			18-Apr	96,330.16	68485	68496	
	KPERs Employer Portion	11,786.55					
	FICA Employer Portion	10,767.26					
	Health/Dental Insurance (Employer Portion)	31,800.91					
	PR Total	\$ 204,853.73		\$ 204,853.73			
	AP			\$ 366,022.87			
	PR			204,853.73			
	Total Disbursements			\$ 570,876.60			
	Check Numbers used this period:						
	#68408 thru #68568						

CITY OF MAIZE

Bank Reconciliation Report

For April 2019

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,041,698.92	\$ 152,907.23	\$ 438,984.49	\$ 755,621.66
02	Street Fund	172,280.82	39,663.57	24,187.82	\$ 187,756.57
04	Capital Improvements Fund	380,044.55	33,621.95	-	413,666.50
05	Long-Term Projects	(1,375,117.79)	-	80,703.89	(1,455,821.68)
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	157,524.10	(11,938.03)	23,081.34	122,504.73
11	Police Training Fund	13,735.52	334.00	1,430.00	12,639.52
12	Municipal Court Fund	47,027.72	2,022.35	-	49,050.07
16	Bond & Interest Fund	669,167.68	71,449.52	-	740,617.20
19	Wastewater Reserve Fund	238,755.68	9,000.94	11,897.75	235,858.87
20	Wastewater Treatment Fund	1,047,348.07	110,678.87	80,079.10	1,077,947.84
21	Water Treatment Fund	1,014,939.63	139,810.78	77,636.76	1,077,113.65
22	Water Reserve Fund	207,722.81	3,000.00	-	210,722.81
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57
38	Cafeteria Plan	5,880.17	1,802.58	1,701.37	5,981.38
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)
98	Maize Cemetery	136,328.45	1,329.19	432.07	137,225.57
Totals All Fund		\$ 4,119,183.17	\$ 553,682.95	\$ 740,134.59	\$ 3,932,731.53

Bank Accounts and Adjustments

Halstead Checking Account	\$ 531,933.85	\$ 465,434.78	\$ 512,625.58	\$ 484,743.05
Outstanding Items				\$ (145,643.65)
Halstead Bank Money Market Account	3,449,181.00	7,225.56	-	3,456,406.56
Maize Cemetery Operations	136,328.45	1,329.19	432.07	137,225.57
Totals All Banks	\$ 4,117,443.30	\$ 473,989.53	\$ 513,057.65	\$ 3,932,731.53

CITY OF MAIZE

Cash and Budget Position

Thru April 30, 2019

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 1,041,698.92	\$ 152,907.23	\$ 438,984.49	\$ 755,621.66	\$ 4,052,763.00	\$ 1,883,839.79	\$ 1,376,798.09	\$ 2,675,964.91	66.03%
02	Street Fund	172,280.82	39,663.57	24,187.82	187,756.57	313,550.00	125,131.38	122,043.59	191,506.41	61.08%
04	Capital Improvements Fund	380,044.55	33,621.95	-	413,666.50	600,115.00	134,463.10	-	600,115.00	100.00%
05	Long-Term Projects	(1,375,117.79)	-	80,703.89	(1,455,821.68)	-	-	729,976.36	-	-
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00	-	-	-	-	-
10	Equipment Reserve	157,524.10	(11,938.03)	23,081.34	122,504.73	201,500.00	68,090.61	58,515.64	168,392.86	83.57%
11	Police Training Fund	13,735.52	334.00	1,430.00	12,639.52	3,000.00	1,788.96	2,205.53	794.47	26.48%
12	Municipal Court Fund	47,027.72	2,022.35	-	49,050.07	-	10,314.56	6,847.28	-	-
16	Bond & Interest Fund	669,167.68	71,449.52	-	740,617.20	2,579,232.00	1,167,858.26	553,740.94	2,025,491.06	78.53%
19	Wastewater Reserve Fund	238,755.68	9,000.94	11,897.75	235,858.87	142,773.00	35,649.84	47,591.00	95,182.00	-
20	Wastewater Treatment Fund	1,047,348.07	110,678.87	80,079.10	1,077,947.84	892,000.00	364,090.51	285,145.14	606,854.86	68.03%
21	Water Fund	1,014,939.63	139,810.78	77,636.76	1,077,113.65	948,000.00	408,737.55	291,634.99	656,365.01	69.24%
22	Water Reserve Fund	207,722.81	3,000.00	-	210,722.81	-	12,000.00	-	-	-
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-	-	-
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-	-	-
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-	-	-
38	Cafeteria Plan	5,880.17	1,802.58	1,701.37	5,981.38	-	9,262.90	9,991.72	6,477.92	-
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)	-	-	-	-	-
98	Maize Cemetery	136,328.45	1,329.19	432.07	137,225.57	127,643.00	37,894.20	6,528.56	121,114.44	94.89%
Report Totals		\$ 4,119,183.17	\$ 553,682.95	\$ 740,134.59	\$ 3,932,731.53	\$ 9,860,576.00	\$ 4,259,121.66	\$ 3,491,018.84	\$ 7,148,258.94	72.49%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MAY 20, 2019**

AGENDA ITEM 7e

ITEM: Vacation of a portion of street right-of-way (V-02-019).

BACKGROUND: The applicants are requesting to vacate this portion of street right-of-way in order that their existing barn will be entirely located upon their own property. Currently the north part of the barn is sitting on public street right-of-way.

This situation came to light in March of this year after the applicants inquired with Staff about expanding the existing barn to the west. It was discovered that in the late 1970s a former owner had dedicated an additional 20 feet of street right-of-way along the entire frontage of the property. It is likely that there was no permit pulled for the construction of the barn as this property was in the County until just a few years ago. Therefore, the barn would have been constructed without review by County inspectors.

It is not known what the original purpose of the additional 20-foot right-of-way dedication was for and this is the only property along this stretch of 61st Street that has dedicated the additional 20 feet. City Staff has determined that the additional dedication is not necessary or needed for any future developments. The 30 feet of half-street right-of-way (which all the other properties along 61st have dedicated) is sufficient for this level and condition of roadway.

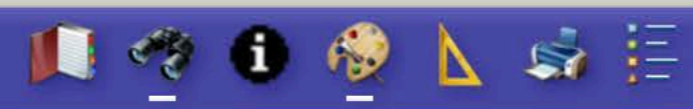
On the attached aerial photo the area proposed for vacation is highlighted in orange. This will bring the property line 20 feet north and will match up with both properties to the east and west of the subject property.

At their March 7th meeting, Planning Commission recommended unanimous approval of the vacation. Attached you will find the Staff Report as it was presented to the Planning Commission and supporting documents.

FINANCIAL CONSIDERATIONS: None

LEGAL CONSIDERATIONS: Approved as to form

RECOMMENDATION/ACTION: Approve and authorize the Mayor to sign the Vacation Order for V-02-019.



Land Records Map Zoning Map Elections Map

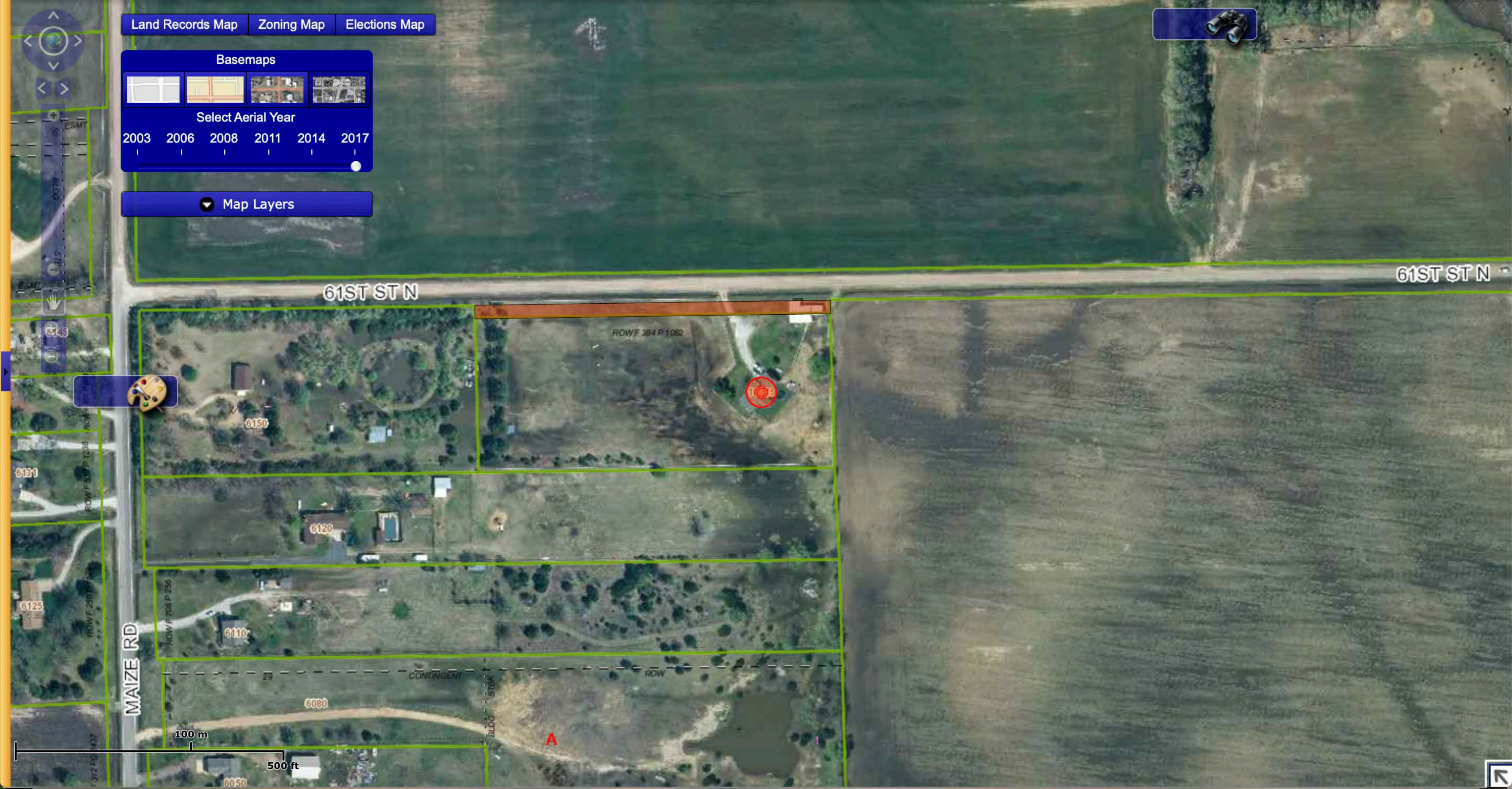
Basemaps



Select Aerial Year

2003 2006 2008 2011 2014 2017

Map Layers



**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MAY 20, 2019**

AGENDA ITEM #9A

ITEM: **Review of 2019 Project Funding Plan**

BACKGROUND

The city has an informal policy of trying to limit new debt issuance to no more than 60% of the previous year’s growth in assessed valuation. Staff and governing body continually review that “debt allowance” and proposed new expenditures throughout the year.

POLICY REVIEW

The city has an informal policy of trying to limit new debt issuance to no more than 60% of the previous year’s growth in assessed valuation.

City of Maize, Kansas - Historical Valuation Data (includes Motor Vehicle valuations)

<u>Year</u>	<u>Total Valuation (incl. MV value)</u>	<u>Valuation Growth Over Prior Year</u>	<u>% Growth</u>	<u>60% of that growth is available for new debt</u>
2005	17,033,099.00	1,642,351.00	10.67%	985,410.60 in 2006
2006	19,324,227.00	2,291,128.00	13.45%	1,374,676.80 in 2007
2007	21,526,043.00	2,201,816.00	11.39%	1,321,089.60 in 2008
2008	24,559,446.00	3,033,403.00	14.09%	1,820,041.80 in 2009
2009	27,764,435.00	3,204,989.00	13.05%	1,922,993.40 in 2010
2010	31,028,837.00	3,264,402.00	11.76%	1,958,641.20 in 2011
2011	32,315,291.00	1,286,454.00	4.15%	771,872.40 in 2012
2012	33,111,888.00	796,597.00	2.47%	477,958.20 in 2013
2013	36,108,467.00	2,996,579.00	9.05%	1,797,947.40 in 2014
2014	39,723,594.00	3,615,127.00	10.01%	2,169,076.20 in 2015
2015	43,609,265.00	3,885,671.00	9.78%	2,331,402.60 in 2016
2016	47,031,254.00	3,421,989.00	7.85%	2,053,193.40 in 2017
2017	50,735,045.00	3,703,791.00	7.88%	2,222,274.60 in 2018
2018	57,139,064.00	6,404,019.00	12.62%	3,842,411.40 in 2019

60% of last year’s growth (\$6,404,019) is \$3,842,411 for 2019 debt financing under the policy.

2019 RECOMMENDED FUNDING

The table (on the next page) shows recommend funding items for 2019 based on developer requests.

RECOMMENDED ACTION:

Motion: Approve the 2019 finance plan as presented.

City of Maize

2019 PROJECT FUNDING : Review as of May 2019 (60 PERCENT)

2018 Valuation	57,139,064	2019 Financing Available	3,842,411	(60% of 2018 growth)
2017 Valuation	<u>50,735,045</u>	Financing Leftover	<u>3,598,781</u>	(prior years unused)
Change in Assessed Value 2017-2018	6,404,019	Total Financing Available	7,441,192	

PROJECTS RECOMMENDED FOR 2019 FUNDING

2019

	<u>Total Cost/ Petition Amount</u>	<u>Estimated Note Amount</u>	<u>Latest Advisability Resolution</u>
Carriage Crossing Addition (Phase 6)			
Storm Water Drain	448,000	403,200	620-18
Paving - High Plains & Railroad	114,900	103,410	627-19
Total	114,900	506,610	
Villas at Hampton Lakes			
Paving	266,000	239,400	615-18
Sewer	73,000	65,700	616-18
Water	100,000	90,000	617-18/622-18
Drainage	175,000	157,500	618-18
Total	614,000	552,600	
Carriage Crossing Addition (Phase 7)			
Sanitary Sewer	119,000	107,100	___-19
Paving - Sweetwater & Longbranch	314,000	282,600	___-19
Water Distribution	57,000	51,300	___-19
Total	490,000	441,000	
Total 2019 Projects	<u>1,218,900</u>	<u>1,500,210</u>	
TOTAL DEBT TO BE ISSUED IN 2019		1,500,210	
Remaining Financing Available		5,940,982	

Printed on: 5/16/2019

Reminder about State Law Debt Limit

The City is still well under the legal limit on its debt. State law limits most cities’ debt to 30% of their assessed valuation – but excludes some kinds of debt (such as utility debt for sewer, water, etc.). Of Maize’s \$23.725 million in debt, only about \$7.5 million applies toward the state law debt limit.

Total Valuation for computation of Bonded Indebtedness Limitations	\$57,050,723
Legal limitation of Bonded Debt (30%)	\$17,115,216
Applicable general obligation debt	<u>7,547,540</u>
Additional Debt Capacity	\$9,567,676

The City’s “applicable debt” (\$7,547,540) is 13.23% of its valuation – still under the 30% state-imposed debt limit.

General Obligation Bonds and Notes

The table below lists the City of Maize’s outstanding general obligation bonds and notes.

**GENERAL OBLIGATION BONDS
(As of May 1, 2019)**

<u>Description of Indebtedness</u>	<u>Series</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Amount Outstanding</u>	<u>Amount Included in Debt Limitation</u>
General Obligation Bonds	B, 2007	09/01/2028	\$4,941,983	\$3,135,000	\$ 695,970
General Obligation Bonds	2014A	10/01/2034	2,795,000	2,615,000	1,438,250
General Obligation Bonds	2015A	10/01/2033	3,415,000	2,920,000	840,084
General Obligation Bonds	2015B	10/01/2022	740,000	385,000	30,607
General Obligation Refunding & Improvement Bonds	2016A	10/01/2036	4,730,000	4,245,000	1,040,874
General Obligation Refunding & Improvement Bonds	2018A	10/01/2038	5,545,000	<u>5,545,000</u>	<u>1,955,722</u>
TOTAL				<u>\$18,845,000</u>	<u>\$6,001,507</u>

**TEMPORARY NOTES
(As of May 1, 2019)**

<u>Description of Indebtedness</u>	<u>Series</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Amount Outstanding</u>	<u>Amount Included in Debt Limitation</u>
General Obligation Temporary Notes	2017A	10/01/2020	\$4,260,000	\$2,800,000	\$604,520
General Obligation Temporary Notes ⁽¹⁾	2019A	09/01/2022	2,080,000	<u>2,080,000</u>	<u>941,513</u>
TOTAL				<u>\$4,880,000</u>	<u>\$1,546,033</u>

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, May 20, 2019**

AGENDA ITEM #9B

ITEM: **Carriage Crossing Phase 7 Petitions and Resolutions of Advisability**

BACKGROUND:

The developer for the Carriage Crossing Addition has submitted petitions for Phase 7 improvements. The estimated costs of the requested improvements are as follows:

Sanitary Sewer	\$119,000
Water Distribution	\$ 57,000
Paving	<u>\$314,000</u>
	\$490,000

Benefit fees will also be assessed for the sanitary sewer and water distribution improvements, in accordance with Ordinance #938 of the City. The imposition of these benefit fees is addressed in the petitions submitted by the developer and in the resolutions of advisability.

FINANCIAL CONSIDERATIONS:

The total costs for these improvements is \$490,000. They are included in the 2019 Project Funding.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Carriage Crossing Addition Phase 7 in the total amount of \$490,000.

- 2) Adopt the Resolutions of Advisability for the Carriage Crossing Addition Phase 7.

RECEIVED

APR 05 2019

CITY CLERKS OFFICE

PETITION FOR SANITARY SEWER SERVICE

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 65-71, Block 5

Lots 7-18, Block 9

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

- (a) That there be constructed a lateral sanitary sewer 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 One Hundred Nineteen Thousand Dollars (\$119,000.00), 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 March 1, 2019.
- (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 that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following described lots and tracts situated in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/19 of the total cost payable by the improvement district:

Carriage Crossing Addition

Lots 65-71, Block 5

Lots 7-18, 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
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Carriage Crossing Addition

Lots 65-71, Block 5
 Lots 7-18, Block 9



 BATC, LLC

4-1-19

**Carriage Crossing Addition
Phase 7 Improvements
3/15/2019
Petition Cost Summary**

Phase 6 SS spread	\$9.50
Phase 7 SS	\$36.32
Water Distribution System	\$16.53
Paving (Sweetwater)	\$91.05
Ph 6 Storm Water Drain	\$27.00
Water Main Benefit Fee	\$2.13
Sewer Main Benefit Fee	\$4.09
Total of All	\$186.62

20 Years

SANITARY PETITION ESTIMATE

**Carriage Crossing - Phase 7
Maize, Kansas
3/15/2019**

Item	Quantity		Unit Price	Total
SS PVC Pipe 08"	1264	lf	\$35.00	\$44,240.00
Standard Type P MH	7	ea	\$3,500.00	\$24,500.00
Connect to Existing MH	1	ea	\$250.00	\$250.00
Cleanout Riser Assembly	3	ea	\$3,000.00	\$9,000.00
4" Riser Assembly	8	ea	\$750.00	\$6,000.00
Sand Backfill	160	lf	\$25.00	\$4,000.00
Erosion Control BMP, Construction Entrance	1	ea	\$1,000.00	\$1,000.00
Pipe Testing	1	ls	\$1,264.00	\$1,264.00
Site Clearing & Restoration	1	ls	\$1,000.00	\$1,000.00
			Sub-total	\$91,254.00
Engineering, etc. (30%)				\$27,376.20
			Total	\$118,630.20

PETITION AMOUNT	\$119,000.00
letter of credit	\$41,650.00

<u>Benefit District</u>	<u>No. Lots</u>	<u>Cost per Lot</u>
Lots 65-71, Block 5	7	
Lots 7-18, Block 9	12	
Total Lots	19	\$6,263.16

Monthly Cost per share (20 yrs, 3.5%)	\$36.32
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PETITION FOR SANITARY SEWER MAIN BENEFIT FEE

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 (the “Benefit District”):

Carriage Crossing Addition

Lots 65 – 71, Block 5

Lots 7 – 18, Block 9

do hereby petition as follows:

- (a) The undersigned hereby: (a) acknowledge that the real property comprising the Benefit District is subject to benefit fees to be imposed as a result of sanitary sewer improvements (the “Improvements”) previously constructed pursuant to K.S.A. 12-6a04; and (b) request that the Benefit District now be served by the Improvements and assessed a benefit fee pursuant to K.S.A. 12-6a01 *et seq.*, specifically including K.S.A. 12-6a19, and Ordinance No. 938 of the City of Maize (collectively, the “Act”).
- (b) The benefit fee herein requested to be assessed to each property in the Benefit District at a cost of 5.0 cents per square foot of the overall area of the benefit district, and in the following manner: \$15,746 assessed equally among all property equally per lot (19 lots).

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. In accordance with the Act, the benefit fee shall be due and payable at the time the Benefit District begins being served by the Improvements or may be assessed against the properties in the Benefit District and collected in the same manner as special assessments levied under K.S.A. 12-6a01 *et seq.*; such assessments to be collected over a term of 20 years.

3. The governing body of the City is requested to proceed in the manner provided under the Act to the end that the actions herein requested may be expeditiously carried out.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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Carriage Crossing Addition

Lots 65-71, Block 5
Lots 7-18, Block 9



BATC LLC

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

Carriage Crossing Addition

Lots 65-70, Block 5
Lots 11-12, Block 8
Lots 7-18, Block 9

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Fifty Seven Thousand Dollars (\$57,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after March 1, 2019.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements.

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

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

That the following lots and tracts in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/20 of the total cost of the improvement district:

Carriage Crossing Addition

Lots 65-70, Block 5

Lots 11-12, Block 8

Lots 7-18, Block 9

- (e) The undersigned hereby: (i) acknowledge that the real property comprising the Benefit District is subject to benefit fees to be imposed as a result of waterline improvements (the “Improvements”) previously constructed pursuant to K.S.A. 12-6a04; and (ii) request that the Benefit District now be served by the Improvements and assessed a benefit fee pursuant to K.S.A. 12-6a01 et seq., specifically including K.S.A. 12-6a19, and Ordinance No. 938 of the City of Maize (collectively, the “Act”). The benefit fee herein requested to be assessed to each property in the Benefit District is 2.6 cents per square foot, and in the following manner: Seven Thousand Three Hundred and Forty Dollars (\$7,340) assessed equally among all 20 lots at a cost of Four Hundred Dollars (\$367) per lot.

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

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

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

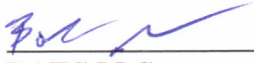
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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Carriage Crossing Addition

Lots 65-70, Block 5
Lots 11-12, Block 8
Lots 7-18, Block 9



BATC LLC

4-1-19

WATER PETITION ESTIMATE

**Carriage Crossing - Phase 7
Maize, Kansas
3/15/2019**

Item	Quantity		Unit Price	Total
WL PVC Pipe 08"	1041	lf	\$18.00	\$18,738.00
Gate Valve Assembly 8"	1	ea	\$1,100.00	\$1,100.00
Anchored Gate Valve Assembly 8"	1	ea	\$1,100.00	\$1,100.00
Short Services	12	ea	\$700.00	\$8,400.00
Long Services	8	ea	\$850.00	\$6,800.00
Fire Hydrant Assembly	1	ea	\$3,500.00	\$3,500.00
2" Blowoff Assembly	2	ea	\$1,000.00	\$2,000.00
Erosion Control BMP, Construction Entrance	1	ea	\$1,000.00	\$1,000.00
Contractor Inspection & Testing	1	ls	\$1,041.00	\$1,041.00
Site Clearing & Restoration	1	ls	\$500.00	\$500.00
			Sub-total	\$44,179.00
Engineering, etc. (30%)				\$13,253.70
			Total	\$57,432.70

PETITION AMOUNT

\$57,000.00

letter of credit

\$19,950.00

Benefit District

No. Lots

Cost per Lot

Lots 65-70, Block 5

6

Lots 11-12, Block 8

2

Lots 7-18, Block 9

12

20

\$2,850.00

Monthly Cost (20 yrs, 3.5%)

\$16.53

RECEIVED

APR 05 2019

CITY CLERKS OFFICE

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

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

Carriage Crossing Addition

Lots 65-70, Block 5
Lots 11-12, Block 8
Lots 7-18, Block 9

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

- (a) That there be constructed paving improvements on **SWEETWATER** from the south line of Lot 70, Block 5, Carriage Crossing Addition, Maize, Sedgwick County, Kansas to the north line of the Addition; **LONGBRANCH** from the west line of Sweetwater to the east line of Lot 11, Block 8 of said Addition and all necessary improvements related and appurtenant thereto (the "Improvements").
- (b) That the estimated and probable cost of the Improvements is Three Hundred Fourteen Thousand Dollars (\$314,000.00), exclusive of the cost of interest on borrowed money, said estimated cost to increase at the pro rata of 1 percent per month from and after March 1, 2019.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Improvements.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City of Maize to redesign, repair or reconstruct the Improvements 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 Improvements shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Improvements shall be on a fractional basis:

That the following lots and tracts in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay 1/20 of the total cost of the Improvements (the Improvement District”):

Carriage Crossing Addition

Lots 65-70, Block 5

Lots 11-12, Block 8


Lots 7-18, 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.

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

2. This petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04. Accordingly, the Petitioners acknowledge the following:
 - (a) The Petitioners, in the aggregate, are the owners of 100% of the property or properties to be included in the Improvement District.
 - (b) The proposed Improvement District does not include all properties which may be deemed to benefit from the Improvements.
3. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
4. That names may not be withdrawn from this petition by the signers thereof after the governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Carriage Crossing Addition</u>		
Lots 65-70, Block 5		<u>4-1-19</u>
Lots 11-12, Block 8	_____	_____
Lots 7-18, Block 9	BATC LLC	_____

Carriage Crossing - Phase 7
Maize, Kansas
3/15/2019

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Paving Items				
AC Pavement 5" (3" Bit Base)	2756	sy	20.00	55,120.00
Reinforced Crushed Rock Base (5")	3610	sy	9.00	32,490.00
RCVG Pavement (7")	108	sy	45.00	4,860.00
Comb. C & G (3 5/8" RL & 1 1/2")	1915	lf	10.00	19,150.00
Rework Existing Gravel Surfacing	1466	sy	10.00	14,660.00
Concrete Sidewalk	3282	sf	4.00	13,128.00
Remove & Replace Concrete Ditch Liner	13	sy	45.00	585.00
Inlet Hookups	2	ea	500.00	1,000.00
Inlet Underdrains				
Earth Work Items				
Excavation	3500	cy	3.00	10,500.00
General Items				
Sediment Barrier, Inlet	6	ea	100.00	600.00
Sediment Barrier, Silt Fence	1360	lf	1.00	1,360.00
Site Clearing & Restoration	1	LS	5,000.00	5,000.00
Project Seeding	1	LS	3,000.00	3,000.00
Erosion Control; Maintain Stabilized Entrance	1	LS	100.00	100.00
Storm Water Sewer Drain				
18" RCP	988	lf	60.00	59,280.00
Type 1A Inlet Single	1	ea	2,750.00	2,750.00
Type 1A Inlet Single w/ snout	1	ea	3,750.00	3,750.00
Sand Backfill	35	lf	15.00	525.00
Rear Yard Drain	4	ea	3,000.00	12,000.00
Light Stone Rip Rap	11	sy	60.00	660.00
Traffic				
Street Signage	1	LS	500.00	500.00
Construction Total				\$241,018.00
With Project Costs at 30%				\$313,323.40
Petition				\$314,000.00
Letter of Credit (35%)				\$110,000.00
20 Lots, Cost Per Lot				\$15,700.00
20 Years at 3.5%, Cost Per Lot				\$91.05

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

(Published in *The Clarion* on May 23, 2019)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CARRIAGE CROSSING ADDITION PHASE 7).

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

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

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

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

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

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

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

There be constructed a lateral sanitary sewer to serve the Improvement District (as described herein), 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: \$119,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Carriage Crossing Addition

Lots 65 - 71, Block 5
Lots 7 - 18, Block 9

to the City of Maize, Sedgwick County, Kansas.

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

That the lots in Improvement District shall each pay 1/19 of the total cost payable by the improvement district.

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

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

(f) Pursuant to Kan Const. Art. 5, § 12., K.S.A. 12-6a19 and Ordinance No. 938 of the City of Maize, the following lots, parcels, the Improvement District shall be additionally assessed a benefit fee of (\$15,746), to be assessed equally among all property equally per lot (19 lots).

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

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

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

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ADOPTED by the governing body of the City on May 20, 2019.

(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 May 20, 2019, as the same appears of record in my office.

DATED: May 20, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on May 23, 2019)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/CARRIAGE CROSSING ADDITION PHASE 7).

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

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

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

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

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

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

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

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the Improvement District (as described herein), 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: \$57,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Carriage Crossing Addition

Lots 65 through 70, Block 5,
Lots 11 through 12, Block 8,
Lots 7 through 18, Block 9;

to the City of Maize, Sedgwick County, Kansas.

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

The lots and tracts in the Improvement District shall each pay 1/20 of the total cost of the improvement district.

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

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

(f) Pursuant to Kan Const. Art. 5, § 12., K.S.A. 12-6a19 and Ordinance No. 938 of the City of Maize, the Improvement District shall be additionally assessed a benefit fee of \$7,340, to be assessed in the same manner as set forth in *Section 2(d)* hereof.

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

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

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

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ADOPTED by the governing body of the City on May 20, 2019.

(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 May 20, 2019, as the same appears of record in my office.

DATED: May 20, 2019.

By: _____

Name: Jocelyn Reid

Title: Clerk

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

(Published in *The Clarion* on May 23, 2019)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CARRIAGE CROSSING ADDITION PHASE 7).

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

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

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

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

(a) It is advisable to make the following improvements in the Carriage Crossing Addition to the City of Maize, Sedgwick County, Kansas (the “Improvements”):

There be constructed paving improvements (i) on Sweetwater from the south line of Lot 70, Block 5, to the north line of Carriage Crossing Addition; and (ii) Longbranch from the west line of Sweetwater to the east line of Lot 11, Block 8 of said Addition and all necessary improvement related and appurtenant thereto, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$314,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Carriage Crossing Addition

Lots 65 through 70, Block 5,
Lots 11 through 12, Block 8,
Lots 7 through 18, Block 9;

to the City of Maize, Sedgwick County, Kansas.

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

The lots and tracts in the Improvement District shall each pay 1/20 of the total cost payable by the Improvement District.

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

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

(f) The signers of this Petition, in the aggregate, are the owners of 100% of the property or properties proposed to be included in the Improvement District, and acknowledge that:

(i) This Petition is one submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto;

(ii) The proposed Improvement District does not include all properties which may be deemed to benefit from the proposed Improvements; and

(iii) The signers' names may not be withdrawn from this Petition by the signers thereof after the Governing Body commences consideration of this Petition or later than seven days after such filing, whichever occurs first.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 20, 2019.

(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 May 20, 2019, as the same appears of record in my office.

DATED: May 20, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

UPDATED: 5/20/2019

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MAY 20, 2019**

AGENDA ITEM # 9C

ITEM: Carriage Crossing Addition Phase 7 Engineering Contract

BACKGROUND:

The developer for the Carriage Crossing Addition Phase 7 is ready to start improvements. A contract from Garver, LLC for engineering services is presented to Council for approval.

Petitions and resolutions for paving, water and sewer improvements were approved in Item 9B.

FINANCIAL CONSIDERATIONS:

Cost is \$41,500 for design services and \$68,800 for construction services for a total of \$110,300.

This project is included in the 2019 project funding.

LEGAL CONSIDERATIONS:

City Attorney has approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the Garver, LLC contract in an amount not to exceed \$110,300 for engineering design and construction services and authorize the Mayor to sign.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Maize, Kansas
10100 W Grady Avenue, Maize, Kansas 67101
Project: Carriage Crossing Addition Phase 7 Improvements

RECITALS

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

The Owner intends to make the following improvements:

Phase 7 Improvements to serve Carriage Crossing Addition, including the following:

- Project 1: Street Improvements to Sweetwater from Lot 70, Block 5 to the north line of the Addition and Longbranch from the west line of Sweetwater to the east line of Lot 11, Block 8 of said Addition. Storm Water Drainage System to be installed per the requirements of the City of Maize.
- Project 2: Sanitary Sewer Extensions to serve Phase 7 Improvements.
- Project 3: Water Line Extensions to serve Phase 7 Improvements.

GARVER will provide professional services related to the improvements stated above as described in this Agreement.

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

TERMS AND CONDITIONS

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES

Garver will provide engineering design services as described in this Agreement and in Appendix A to this Agreement for each of the Projects 1-3 listed above.

SECTION 3 - PAYMENT

- 3.1 For the work described in this Agreement and Appendix A (except for geotechnical services and as may be modified for additional services required), the Owner will pay GARVER on a not-to-exceed lump sum basis for engineering design services, not to exceed \$41,500 and on an hourly rate for construction staking and inspection hourly rate services, not to exceed a total of \$68,800.



Carriage Crossing Phase 7 Improvements	FEE AMOUNT	FEE TYPE
<i>Engineering Design Services</i>		
Design, Project No. 1	\$25,000	Lump Sum
Design, Project No. 2	\$9,800	Lump Sum
Design, Project No. 3	\$6,700	Lump Sum
<i>Hourly Rate Services</i>		
Construction Staking, Project No. 1	\$9,600	Hourly, (Rate Schedule)
Construction Staking, Project No. 2	\$6,000	Hourly, (Rate Schedule)
Construction Staking, Project No. 3	\$5,000	Hourly, (Rate Schedule)
Construction Inspection, Project No. 1	\$28,000	Hourly, (Rate Schedule)
Construction Inspection, Project No. 2	\$11,200	Hourly, (Rate Schedule)
Construction Inspection, Project No. 3	\$9,000	Hourly, (Rate Schedule)
TOTAL NOT-TO-EXCEED FEE	\$110,300	

3.2 Lump Sum Payment

As compensation for the performance of engineering design services required by this Agreement, the Owner shall pay GARVER as detailed in Section 3.3, a lump sum payment of \$41,500 as detailed in Appendix C.

3.3 Monthly Invoices (Lump Sum)

GARVER will submit printed monthly statements for performance of lump sum professional services rendered related to lump sum services. Monthly progress billing will be supported by documentation acceptable to the Owner and will include a Project Bar Chart or other suitable progress chart indicating progress on the Project and a record of the time period to complete the work, the time elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks as outlined in Appendix A. Payment will be subject to a determination by the City Engineer for the Owner that the major tasks are satisfactorily completed.

3.4 Monthly Invoices (Hourly Rate)

- (a) For Construction Staking and Construction Phase Services (Hourly Rate Services), the Owner will pay GARVER for time spent on the Project, at the hourly rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The amount paid to GARVER for Construction Staking Services, Construction Phase Services and expenses is not to exceed \$68,800.
- (b) GARVER will submit printed monthly statements for performance of hourly services rendered and reimbursable expenses incurred. Monthly payments will be based on the amount of hourly work performed in the preceding month. The monthly statements will contain the following information: name and title of person who performed the work; description of work performed; date work was performed; hours of work performed on each



date a person performed work in not less than 1/6 of an hour increments; and the hourly rate of the person who performed the work.

- 3.5** For the Construction Phase Services, expenses other than salary costs that are directly attributable to performance of GARVER's professional services will be billed as follows:
1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
 2. Direct cost plus 10 percent for subcontract/subconsultant fees.
 3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
 4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
 5. \$15.00 per hour for GPS and Robotic Total Station survey equipment use.

The lump sum, hourly rate and expenses combined will not exceed \$110,300. Should it be determined that Geotechnical Services are required on this project, the Owner will negotiate and directly contract with an approved Geotechnical Consultant as a subconsultant to the City of Maize.

Payments contemplated by Section 3.3 and Section 3.4 not received within 60 days after an invoice has been approved by the Owner's Engineer, will be subject to a one percent monthly simple interest charge.

3.6 Additional Services (Extra Work)

For work not described or included in this Agreement and Appendix A but requested by the Owner's governing body in writing, the Owner will pay GARVER, for time spent on the project, at the hourly rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 4 - OWNER'S RESPONSIBILITIES

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

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



SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

GARVER retains ownership of the instruments of service. The Owner is granted a perpetual license to the instruments of service for the purpose of operation and maintenance of the Project, the modification, extension or expansion of the Project, or on any other Owner project. The Owner will indemnify GARVER and GARVER Consultant from and against claims, liabilities, damages or losses that arise from negligent acts, errors or omissions from Owner's use of the instruments of service for the purpose of modification, extension or expansion of the Project or use on any other Owner project.

5.2 Opinions of Cost

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

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

5.3 (not used)

5.4 Insurance

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



Workers Compensation & Employers' Liability	
Workers Compensation	Statutory Limit
E.L. each accident	\$ 1,000,000
E.L. disease – each employee	\$ 1,000,000
E.L. disease – policy limit	\$ 1,000,000
Automobile Liability	
Combined Single Limit (each accident)	\$ 1,000,000
Commercial General Liability	
Each occurrence	\$ 1,000,000
Damage to rented premises (each occurrence)	\$ 300,000
Medical expenses (any one person)	\$ 10,000
Personal and bodily injury	\$ 1,000,000
General aggregate	\$ 2,000,000
Products – comp/op aggregate	\$ 2,000,000
Professional Liability – primary claims made – each claim	\$ 2,000,000
Umbrella Liability	
Each occurrence	\$10,000,000
Aggregate	\$10,000,000

Prior to starting work, GARVER shall furnish the Owner with a certificate of insurance that shows GARVER is covered by an insurance policy or policies that include the above types of insurance coverage in amounts equal or greater than the amounts set forth above. The certificate(s) of insurance will contain a provision that provides the Owner will be notified 30 days in advance of an event that terminates or modifies the insurance coverage identified above.

5.5 Records

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

After completion of each work assignment for the Project, and prior to final payment, GARVER shall deliver to the Owner all original documentation prepared under this Contract (instruments of service), and one (1) set of the record drawing Construction Plans updated to reflect changes. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

5.6 Indemnity Provision

Subject to the Limits of Insurance set forth in Section 5.4, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

5.7 (not used)

5.8 Limitation of Liability

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor GARVER shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in



connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases GARVER, and GARVER releases Owner, from any such liability.

5.9 (not used)

5.10 (not used)

SECTION 6 - CONTROL OF SERVICES

This Contract will be governed in conformance with the laws of the State of Kansas. Any lawsuit filed under this contract will be filed in a court of law located in Sedgwick County, Kansas.

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 - MISCELLANEOUS

- 8.1** GARVER covenants and represents that it will be responsible for the professional and technical accuracies of work furnished by GARVER under this Agreement.
- 8.2** GARVER will comply with all federal, state and local laws, ordinances and regulations applicable to the Project, including Title VI of the Civil Rights Act of 1964. Further conditions concerning non-discrimination shall be as outlined in Appendix C attached to this contract.
- 8.3** GARVER will designate a Project Manager and/or Project Engineer for the coordination of the work that this contract requires GARVER to perform. GARVER agrees to advise the Owner, in writing, of the person(s) designated as Project Manager and/or Project Engineer not later than five (5) days following the issuance of the notice to proceed on the work required by this contract. GARVER shall also advise the Owner of any changes to the person(s) designated as Project Manager and/or Project Engineer. Written notification shall be provided by GARVER to the Owner for any changes exceeding one week in length of time.
- 8.4** In the event of unavoidable delays in the progress of the work required by this contract, reasonable extensions of the time allotted for the work will be granted by Owner; provided, however, that GARVER shall request extensions in writing, giving the reasons for the requested extensions.
- 8.5** This contract and all contracts entered into under the provisions of this contract shall be binding upon GARVER and Owner and their successors and assigns.



- 8.6 Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services required to be performed by GARVER under this contract or any cause of action arising out of the performance of 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.
- 8.7 The rights and remedies of the Owner provided for under this contract are in addition to any other rights and remedies provided by law.

SECTION 9 – APPENDICES AND EXHIBITS

- 9.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 9.1.1 Appendix A – Scope of Services
 - 9.1.2 Appendix B – Hourly Rate Schedule
 - 9.1.3 Appendix C – Non-discrimination Provisions
- 9.2 This Agreement (consisting of Pages 1 to 12, inclusive) together with the work orders and Appendices A, B and C identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and the Appendices may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by the Owner's Mayor and an authorized representative of GARVER.

[The remainder of this page is intentionally blank.]



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

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

CITY OF MAIZE, KANSAS

GARVER, LLC

By: _____
Signature

By: Christopher Bohm
Signature

Name: Donna Clasen
Printed Name

Name: Christopher Bohm
Printed Name

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: 5/6/19

Attest: _____

Attest: [Signature]

Name: Jocelyn Reid

5/7/19

Title: City Clerk

Senior Project Manager



APPENDIX A – SCOPE OF SERVICES:

Design Services:

- Provide a topographic design survey of the subject property including pavement match elevations and the location and depth of utility lines to which this project will connect.
- Determine the location of utility lines as marked on the site by Kansas-One-Call.
- Design improvements to the site consisting of plans for paving and associated earthwork, drainage, water line, and sanitary sewer extensions per the requirements of the Maize City Engineer.
- Prepare complete plan sets for the projects, including construction documents, specifications, and bid forms.
- Schedule a bid date and time coordinated with the City for a public bid opening for the projects.
- Assist the City with the bid letting of the project.

Pre-Construction Activities:

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

Construction Operations – Staking and Inspection

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



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

GARVER will have a representative onsite during the construction operations as deemed necessary for GARVER to acknowledge that the project was built in substantial conformance with the plans and specifications. GARVER understands that the Owner does not desire full-time construction inspection, but acknowledges that the project engineer will have discretion to determine what times during construction his presence is necessary.



Engineers / Architects	
E-1.....	\$ 102.00
E-2.....	\$ 122.00
E-3.....	\$ 154.00
E-4.....	\$ 163.00
E-5.....	\$ 193.00
E-6.....	\$ 226.00
E-7.....	\$ 298.00
Planners / Environmental Specialist	
P-1.....	\$ 127.00
P-2.....	\$ 156.00
P-3.....	\$ 198.00
P-4.....	\$ 225.00
P-5.....	\$ 261.00
P-6.....	\$ 297.00
P-7.....	\$ 359.00
Designers	
D-1.....	\$ 99.00
D-2.....	\$ 115.00
D-3.....	\$ 137.00
D-4.....	\$ 159.00
Technicians	
T-1.....	\$ 77.00
T-2.....	\$ 97.00
T-3.....	\$ 112.00
Surveyors	
S-1.....	\$ 68.00
S-2.....	\$ 78.00
S-3.....	\$ 108.00
S-4.....	\$ 120.00
S-5.....	\$ 159.00
S-6.....	\$ 181.00
2-Man Crew (Survey).....	\$ 235.00
3-Man Crew (Survey).....	\$ 297.00
2-Man Crew (GPS Survey).....	\$ 248.00
3-Man Crew (GPS Survey).....	\$ 317.00
Construction Observation	
C-1.....	\$ 93.00
C-2.....	\$ 110.00
C-3.....	\$ 146.00
C-4.....	\$ 179.00
Management/Administration	
M-1	
X-1.....	\$ 60.00
X-2.....	\$ 82.00
X-3.....	\$ 114.00
X-4.....	\$ 145.00
X-5.....	\$ 178.00



APPENDIX C – NON-DISCRIMINATION PROVISIONS

1. GARVER will observe the provisions of the Kansas acts against discrimination and will not discriminate against any person in the performance of work under the Agreement for Professional Services because of race, religion, color, sex, disability, national origin or ancestry.
2. In all solicitations or advertisements for employees, GARVER will include the phrase “equal opportunity employer” or a similar phrase approved by the Kansas Human Rights Commission.
3. If GARVER fails to comply with the manner in which GARVER reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, GARVER shall be deemed to have breached the Agreement for Professional Services and it may be canceled, terminated or suspended in whole or in part, by the Owner.
4. If GARVER is found guilty of a violation of the Kansas acts against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, GARVER shall be deemed to have breached the Agreement for Professional Services and it may be canceled, terminate or suspended, in whole or in part, by the Owner.
5. GARVER shall include the provisions of the above paragraphs 1 through 4, inclusively, in ever subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

UPDATED: 5/20/2019

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, MAY 20, 2019**

AGENDA ITEM #9D

ITEM: APAC CONTRACT

BACKGROUND:

APAC-Kansas Inc. has submitted a contract in the amount of \$236,746.86 for the following street improvements:

- 45th St. (Maize Rd to 119th)
 - Milling and 1.5” asphalt overlay
 - Striping
- 37th Street N. (From N. Manchester to N. Rutgers)
 - Milling and 3” asphalt overlay
 - Striping
- Academy Ave (Queen to through the Khedive intersection)
 - Milling and 2” asphalt overlay
- Cemetery New Addition Parking Lot
 - 2” asphalt overlay

A two-year warranty guarantee is offered for the workmanship and product liability.

Cornejo & Sons LLC. also submitted a bid in the amount of \$343,397.75. No other bids were received.

FINANCIAL CONSIDERATIONS:

Funds for these street improvements are included in the 2019 CIP budget.

LEGAL CONSIDERATIONS:

The City Attorney has approved the contract as to form.

RECOMMENDATION:

Approve the agreement with APAC-Kansas Inc. in an amount not to exceed \$236,746.86 and authorize the Mayor to sign.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 20__, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and APAC-Kansas, Inc., Shears Division , whose principal office is at 3511 S. West Street, Wichita, Kansas 67217 (hereinafter the "Contractor").

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

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

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

Labor, equipment and materials necessary to Mill and Overlay (4) four street and roadways for the City of Maize. Locations are as follows: 45th Street (Maize rd. to 119th street), 37th Street North (from N. Manchester to N. Rutgers), W. Central Ave. (Queen Ave. west 1125 LF.) and Cemetery Road West 53rd street North.

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

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

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

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

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	Milling of 37 th Street	3,062.0	SY.	1.10	3,368.20
2	3" Asphalt Overlay	3,062.0	SY.	11.00	33,682.00
3	Milling of Academy St.	4,500.0	SY.	1.55	6,975.00
4	2" Asphalt Overlay	4,500.0	SY.	7.50	33,750.00
5	2" Asph. Paving at Cemetery	5,175.60	SY.	7.50	38,817.00
6	Mobilization	1.0	LSU	4,500.00	4,500.00
7	Striping on 37 th street	1.0	LSU	2,900.00	2,900.00
8	Milling on 45 th Street	14,731.0	SY.	1.36	20,034.16
9	1 ½" Asphalt Overlay	14,731.0	SY.	5.50	81,020.50
10	Striping on 45 th street	1.0	LSU	6,100.00	6,100.00
11	Mobilization / Traffic Control	1.0	LSU	5,600.00	5,600.00
Total					236,746.86

(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 Two hundred thirty six thousand seven hundred forty six dollars and eighty six cents (\$ 236,746.86), 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 Two hundred thirty six thousand seven hundred forty six dollars and eighty six cents (\$ 236,746.86), 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 of the Contract Documents, it shall refer to the corresponding provision of the General Conditions of the Contract Documents of the City of Maize, Kansas.

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:

Bobby Philipi, Construction Manager
APAC-Kansas, Inc., Shears Division
3511 S. West Street
Wichita, Kansas 67217

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

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

CITY OF MAIZE, KANSAS

By: _____
Donna Clasen, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

APAC-Kansas, Inc., Shears Division

By Bobby Philipi
Name: Bobby Philipi
Title: Construction Manager



ATTESTED:

BY [Signature]
City of Maize Kansas Regular Council Meeting May 20, 2019

May 2019



Monthly Council Report

Department Highlights

- ◆ All Departmental functions and activities are normal.
- ◆ The department is looking for suitable applicants to fill our two vacancies. We, as other departments nationwide, are struggling with finding qualified applicants. Ideally we prefer certified officers who have some level of past experience, this is not always the best option. Past performance and personnel issues seem to plague a majority of certified applicants. Non-certified or non-experienced applicants are also an option and come with unknown risks as well. I will keep everyone updated on our process as it proceeds.
- ◆ We have received delivery of two new patrol units. One is a replacement for a totaled unit in 2018, the other was built into the 2019 budget. Both cars took almost 6 months to arrive. We are glad to have them almost ready to go.
- ◆ SROs are dealing with end of year activities involving the schools. Our SRO program continues to be a great success. We are talking with the district about adding additional SROs in the next couple years. This will be an item to discuss in future budget processes.

Budget status: 25/100%

Major purchases: 2 patrol units - \$49,792.00

Current Staff Levels.

13 Full-time - 2 vacant

2 Part-time

4 Reserve

4 Reserve -Vacant

Monthly Activities

April Police Reports - 339

April calls for service - 433

Community Policing:

Working on summer camps

PUBLIC WORKS REPORT 5-15-19

Regular Work

- Since we had so much rain we have graded the gravel streets several times to get them back in shape. Trying to catch up on mowing everything as we can get to it.
- Picked up 10 locations for brush this month. Many loads brought in on brush day.
- Had Over 100 locates this month.
- Shut off 8 water meters on shut off day.

Special Projects

- We finally got all the 67 trees planted at City Hall and along 45th St with the help of many students from Maize South, Park and Tree board members, volunteers and all public works employees that were available on April 26, 2019. A beautiful day and a great time to plant the trees. They all still look very well and this is several weeks later. That is a good thing.
- Had several burials this past month and because of the rains we had to do things a little different but we got them all dug, buried and covered. The Cemetery is looking very nice this time of year and the buffalo grass we planted in the back five acres is doing well with all the rains also. Sue and I purchased a columbarium 5-14-19 from Wilbert Memorials. We will pour the foundation which is 90"x38"x 4 feet deep with much steel in it. They say the columbarium itself weighs around 9000 pounds so we will have quite a foundation for it. We are also going to pour the concrete base for the new directory at the new part as well as a 40'x30' concrete slab to keep dirt and sand so we can get to it all when the ground is too wet to drive on.
- Hydro International is working on the screen again to insure that all is working well with the problems we have had so far. BRB had fixed the problems with the actuators at the new basin at the WWTP. Aero-mod is still working to get the DO probes working correctly. Slowly we are getting everything finished and working properly at the WWTP.
- As soon as you have approved the contract for APAC we will lay out the streets to be milled and overlaid. Academy-Queen to west of Khedive, 45th from Maize Road to 119th, 37th-west of Hampton Lakes Road to east of Rutgers, and a 2" overlay on the road of the back five acres of the cemetery.
- Don is working on the sewer line mapping, water line mapping and helping Sue with the directory for the Cemetery. He stays very busy helping Sue, Public Works and Bill occasionally. Jeff Greep is staying very busy now that grass season has arrived in full force.

Ron Smothers, Public Works Director



City Engineer's Report

5/15/2019

Copper Creek Apartments

26 out of 36 units are now occupied in the first building.

Cypress Point

Another home has been started – the footing and foundation have been installed. Two model homes were on the Spring Parade of Homes.

Carriage Crossing

Currently building eight duplexes on the Longbranch portion.

Hampton Lakes Villas

Asphalt base to be poured this week, weather permitting.

Evans Building

Plans have been approved and grading work is being undertaken.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: **May 20, 2019**

TO: **Maize City Council**

FROM: **Kim Edgington, Planning Administrator**

RE: **Regular May Council Meeting**

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

1. Comprehensive Plan Update – The last round of public survey questions and presentation to the community is being scheduled by Gould Evans. Once these items have taken place the final document will be presented to Council for final approval.
3. Zone change at 109, 111 and 117 W. Academy – The developer (Joanna Kilgore) is making arrangements for the relocation of an existing building onto the property located at 109 W. Academy. She plans to have this complete before Public Works begins construction on improvements to Academy.
4. Zone change at 5500 N Maize Road – an application for a zone change for 1.57 acres has been filed to change the zoning of this property from SF-5 Single Family Residential to LC Limited Commercial for the construction of a Dollar General store. The Planning Commission will review this request at a public hearing on June 6, 2019 along with a preliminary plat for the property.
5. Zone change at 5711 N Tyler – an application for a zone change for 0.34 acres has been filed to change the zoning of this property from SF-5 Single Family Residential to LC Limited Commercial for the construction of a private Supper Club. There is an existing Conditional Use on this property that was granted by the Planning Commission in 2017 which allows banquet facilities and special events on the property. The Planning Commission will review this request at a public hearing on June 6, 2019.
6. Eagles Nest 2nd Addition final plat – The preliminary plat for this property has been reviewed and approved by the Planning Commission. They will now review and make a recommendation to the Council at their June 6, 2019 meeting.
7. 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
May 20, 2019**

Year to date status (Through 04/30/19):

General Fund –			
	Budget	YTD	
Rev.	\$3,926,887	\$1,883,840	47.97%
Exp.	\$4,052,763	\$1,376,798	33.97%
Streets –			
Rev.	\$ 323,270	\$ 125,131	38.71%
Exp.	\$ 313,550	\$ 122,044	38.92%
Wastewater Fund-			
Rev.	\$ 892,000	\$ 364,091	40.82%
Exp.	\$ 892,000	\$ 285,145	31.97%
Water Fund-			
Rev.	\$ 948,000	\$ 408,738	43.12%
Exp.	\$ 948,000	\$ 291,635	30.76%

Health & Dental Benefits

Per Council's request, here are the 2019 numbers (through 04/30/2019) 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:	\$115,986.88	\$ 28,993.32	\$144,980.20
Dental:	6,927.12	1,732.17	8,659.23
Life:	<u>4,392.85</u>	<u>0</u>	<u>4,392.85</u>
	\$127,306.85	\$ 30,725.49	\$158,032.28

Bulk Waste Coupons:

The City is distributing coupons for citizens to use at the Waste Connections transfer stations again this year. As of 5/10/19, 130 coupons (200 were printed) have been given out. As of 4/30/19, 11 coupons have been redeemed at the transfer station. The City pays \$35/redeemed coupon (an increase of \$3.00 from 2018). The coupons are good through 9/30/19.

In 2018, the City distributed 163 out of 175 coupons and 102 were redeemed.

CIP 2019 (As of 04/30/2019)

<u>Detail</u>	<u>Reason</u>	<u>April Revenue</u>	<u>April Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 279,203.40
Ad Valorem	Tax	-	-	-	-
Motor Vehicle	Tax	-	-	-	-
Delinquent	Tax	-	-	-	-
Interest	From Bank Accounts	2,351.95		10,000.00	9,443.10
Other Revenues		20.00			20.00
Transfers		31,250.00		400,000.00	125,000.00
Total Revenues		<u>33,621.95</u>		<u>410,000.00</u>	<u>134,463.10</u>
Total Resources					<u><u>413,666.50</u></u>
Street Improvements		-	-	30,000.00	-
Sidewalk/Bike Paths		-	-	100,000.00	-
Park Improvements		-	-	200,115.00	-
Other Capital Costs		-	-	-	-
Total Expenditures		-	-	<u>330,115.00</u>	-
Cash Balance - 04/30/2019					<u><u>\$ 413,666.50</u></u>

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 04/30/2019

	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	\$3,079.80	\$2,679.44	\$400.36	Flat - based on number of lines
Internet	750.51	675.46	75.05	3,002.04	2,701.84	300.20	Flat - \$75.05/month
Gas	399.54	220.15	179.39	3,850.22	2,121.47	1,728.75	44.90%
Electric	1,828.28	1,007.38	820.90	7,572.68	4,172.55	3,400.13	44.90%
Janitor	1,851.17	1,019.99	831.18	7,186.79	3,959.92	3,226.87	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	99.18	54.65	44.53	357.30	380.19	160.43	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	0.00	0.00	0.00	44.90%
Pest Control	300.00	275.00	25.00	1,200.00	1,100.00	100.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$5,998.63	\$3,922.49	\$2,076.14	\$26,248.83	\$17,115.41	\$9,316.74	

Shared Costs for City Hall
 Updated 5/15/2019

Equipment Reserve 2019 (As of 04/30/2019)

<u>Detail</u>	<u>Reason</u>	<u>April Revenue</u>	<u>April Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 112,929.76
Interest	From Bank Accounts	204.96		2,500.00	823.93
Reimbursements	From Insurance	(28,959.66)			-
Transfers	From General Fund	16,816.67		221,800.00	67,266.68
Total Revenues		\$ (11,938.03)		\$ 224,300.00	\$ 68,090.61
Total Resources					\$ 181,020.37
Trucks/Heavy Equipment			\$ -	\$ 40,500.00	\$ 35,434.30
Computers		-	-	50,000.00	-
Police Department Expenses		-	23,081.34	60,000.00	23,081.34
Police Department Tech Expenses				51,000.00	
Total Expenditures			\$ 23,081.34	\$ 150,500.00	\$ 58,515.64
Cash Balance - 04/30/2019					\$ 122,504.73

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 04/30/2019

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 13,524.08	\$ 3,381.02	\$ 10,143.06	\$ 49,177.50	\$ 12,294.38	\$ 36,883.13
FICA/Medicare Taxes	1,006.13	\$ 251.53	\$ 754.60	3,636.28	909.07	2,727.21
KPERS (Employer)	1,337.54	\$ 334.39	\$ 1,003.16	4,863.65	1,215.91	3,647.74
Health/Life/Other Employer Paid Benefits	1,487.84	\$ 371.96	\$ 1,115.88	6,177.57	1,544.39	4,633.18
Total Shared Costs	\$ 17,355.59	\$ 4,338.90	\$ 13,016.69	\$ 63,855.00	\$ 15,963.75	\$ 47,891.25



CITY OPERATIONS

DATE: May 15, 2019
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: May Operations Report

1. Thanks to Staff

As a result of a personal medical issue it was necessary for me to be out of the office for three weeks. My compliments to the staff for their due diligence and for continuing City operations at a high level of excellence. It's times like this that demonstrates the exceptional quality of our professional employees. My thanks to everyone.

2. Pending Council Items

- Policy Manual *June*
- Black Hills Franchise Ordinance *June*
- Shuttle Aero Systems IRB's *June/July*
- Trash Service *Pending*
- Storm Water Fees *Pending*

2. 2019/2020 Budget

The Budget Management Team is developing a budget strategy for presentation and discussion with the Council at the June 3rd budget workshop. Although "final figures" will not be available for the workshop, a direction and overall approach for the 2020 will be presented.

3. Kansas Special Olympics Summer Games

The 2019 Kansas Special Olympics Summer Games will take place May 31st to June 2nd at Maize South High School. Kansas Law Enforcement officers will take part in the opening ceremonies on Friday evening. Maize and other area Officers will provide security and handout metals during the games. Come join in!

4. Technology

The Police Detective and Municipal Court Clerk attended software demonstrations for software to replace HRePartners. HRePartners is a website created and maintained by

Sedgwick County. It has been provided -- at no cost -- to all municipalities in our southcentral region. Sedgwick County intends on shutting down the service beginning next year. This means a new system will need to be in place by early next year.

This week Sedgwick County issued their Request for Proposals for a new Sedgwick County Treasurer's Tag Renewal Kiosk. The City of Maize has agreed to be the County's test site for the new kiosk. As always, Staff will keep you posted as the process continues.

5. Utility Rates

Staff has completed a rate analysis for each month in 2018 using the proposed water and sewer rate structure for 2020. The same analysis has been completed for January – May 2019, in conjunction with the 2019 rate changes as well as the USD 266 rate changes. This provides 18 months of data to establish our final recommendation. A tiered rate structure is currently being tested for the Sewer Expansion Fee as well. Staff will review this data with the committee next week and will present the findings at the June 3rd workshop.

6. Amphitheater Grant

Kansas Wildlife and Parks will conduct a pre-award inspection of the site at Maize City Park on Friday with staff. Our grant proposal will then be presented to the state panel on June 4th. The City will be notified mid-June of grant acceptance or denial.

7. Upcoming Meetings

- Wednesday's - Mayor's Weekly Meeting @ 11am
- May 20th - Council Meeting @ 7pm
- June 3rd - Council Workshop @ 6pm
- June 6th - Planning Commission @ 7pm
- June 11th - Park and Tree Board @ 5:30 pm
- June 17th - Council Meeting @ 7pm