

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, NOVEMBER 18, 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 October 21, 2019.
 - b. Receive and file minutes from the Planning Commission Meeting of September 5, 2019
 - c. Cash Disbursements from October 1, 2019 thru October 31, 2019 in the amount of \$664,257.13 (Check #69416 thru #69554).
 - d. 2019 Audit Services Contract: Busby, Ford and Reimer
- 8) Old Business

None
- 9) New Business
 - A. Evans Building IRB Ordinance
 - B. Garver Engineering Utility Expansion Agreement
 - C. Personnel Policy Update
 - D. NW Bypass Feasibility Study

10) Reports

- Police
- Public Works
- Planning & Zoning
- City Clerk
- Legal
- Operations
- Council Members' Reports
- Mayor's Report

11) Executive Session

12) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, October 21, 2019**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **October 21, 2019** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were, **Pat Stivers, Karen Fitzmier, Alex McCreath, Kevin Reid** and **Jennifer Herington**.

Also present were: **Richard LaMunyon**, City Administrator; **Jolene Graham**, Deputy City Administrator; **Jocelyn Reid**, City Clerk; **Sue Villarreal**, Deputy City Clerk; **Craig Brasser**, Deputy Police Chief; **Ron Smothers**, Public Works Director; **Kim Edgington**, Planning Administrator; **Bill McKinley**, City Engineer.

APPROVAL OF AGENDA:

The agenda was submitted for approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a. Approval of Minutes – City Council Regular Meeting of September 16, 2019 and Special Meeting of October 2, 2019.
- b. Cash Disbursements from September 1, 2019 thru September 30, 2019 in the amount of \$2,243,224.08 (Check #69303 thru #69415).

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

BLACK HILLS FRANCHISE ORDINANCE:

A franchise ordinance with Black Hills/Kansas Gas Utility, LLC was submitted for council approval.

MOTION: **Reid** moved to adopt the franchise ordinance with Black Hills/Kansas Gas Utility, LLC, increasing the franchise fee from 3% to 5% and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #969.

EAGLES NEST 2ND ADDITION PHASE 1 ENGINEERING CONTRACT:

A contract with Baughman Company for Eagles Nest 2nd Addition Phase 1 engineering services was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the Baughman Company, P.A. contract in amounts not to exceed \$136,400 for design and \$95,500 for construction services (\$231,900 total cost) and authorize the Mayor to sign subject to City Attorney's approval as to form.
Stivers seconded. Motion declared carried.

Mayor Clasen recessed the Council meeting at 7:11 p.m. for the Maize Park Cemetery Board meeting. The Council meeting reconvened at 7:26 p.m.

ADJOURNMENT:

With no further business before the Council,

MOTION: **Fitzmier** moved to adjourn.
Stivers 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, September 5, 2019**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday September 5, 2019, for a Regular Meeting with **Brian Aubuchon**, presiding. The following Planning Commission members present were **Mike Burks, Brian Aubuchon, Dennis Downes, Mike Strelow, Bryant Wilks** and **Hugh Nicks**. Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator, **Bill McKinley**, City Engineer; **Jolene Graham**, Executive Assistant and **Graham Smith**, Gould Evans.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Burks** moved to approve the minutes of August 8, 2019 as presented.
Nicks seconded the motion.
Motion carried unanimously.

PUBLIC HEARING FOR THE ACADEMY ARTS DISTRICT PLAN:

Chairman Aubuchon opened the public hearing at 7:26 pm. Hearing no comments, the public hearing was closed at 7:27 pm.

ADOPTION OF THE ACADEMY ARTS DISTRICT PLAN:

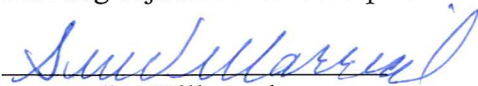
The Academy Arts District Plan was submitted for Planning Commission approval.

MOTION: **Burks** moved to adopt the Academy Arts District Plan as an addendum to the Comprehensive Plan.
Downes seconded the motion.
Motion carried unanimously

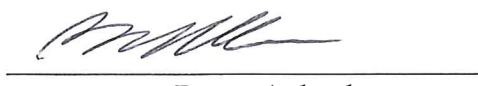
ADJOURNMENT:

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

Meeting adjourned at 7:31 pm.



Sue Villarreal
Recording Secretary
City of Maize, Kansas



Bryan Aubuchon
Chairman
Regular Council Meeting of November 18, 2019

		City of Maize					
		Disbursement Report Totals					
		Dates Covered: 10/01/2019 - 10/31/2019					
Accounts Payable:							
Voucher Date	Voucher Amt	Check Date	Check Amount	Check Numbers Begin	Check Numbers End		
2-Oct	\$ 3,802.56	3-Oct	\$ 3,802.56	69421	69423	Utilities	
3-Oct	95,351.97	8-Oct	95,351.97	69424	69474		
9-Oct	19,059.69	9-Oct	19,059.69	69475	69480	Utilities	
16-Oct	249,766.00	17-Oct	249,766.00	69486	69538		
22-Oct	938.58	22-Oct	938.58	69539	69541	Utilities	
AP Total	\$ 368,918.80		\$ 368,918.80				
Payroll:							
Run Date	Earning History	Check Date	Check Amount	Check Numbers Begin	Check Numbers End		
8-Nov	\$ 229,588.66	3-Oct	\$ 98,679.56	69416	69420		
		17-Oct	75,198.45	69481	69485		
		31-Oct	\$ 121,460.32	69542	69554		
KPERS Employer Portion	18,700.38						
FICA Employer Portion	16,320.91						
Health/Dental Insurance (Employer Portion)	30,728.38						
PR Total	\$ 295,338.33		\$ 295,338.33				
	AP		\$ 368,918.80				
	PR		295,338.33				
	Total Disbursements		\$ 664,257.13				
Check Numbers used this period:							
#69416 thru #69554							

CITY OF MAIZE
Bank Reconciliation Report
For October 2019

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 948,620.51	\$ 207,097.56	\$ 346,156.45	\$ 809,561.62
02	Street Fund	186,312.18	60,607.29	32,092.32	\$ 214,827.15
04	Capital Improvements Fund	292,472.73	33,104.91	2,896.80	322,680.84
05	Long-Term Projects	(281,488.10)	330,000.00	229,770.07	(181,258.17)
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	110,557.02	14,311.91	2,188.78	122,680.15
11	Police Training Fund	14,989.22	718.80	-	15,708.02
12	Municipal Court Fund	46,108.72	2,571.12	150.00	48,529.84
16	Bond & Interest Fund	(101,775.84)	73,484.70	-	(28,291.14)
19	Wastewater Reserve Fund	194,371.86	9,355.08	24,175.36	179,551.58
20	Wastewater Treatment Fund	1,129,672.17	81,753.15	83,918.66	1,127,506.66
21	Water Treatment Fund	1,253,571.66	104,131.71	75,451.09	1,282,252.28
22	Water Reserve Fund	225,722.81	3,000.00	-	228,722.81
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	Asset Forfeiture Fund	3,154.13	1,187.06	-	4,341.19
38	Cafeteria Plan	8,430.30	-	2,797.14	5,633.16
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)
98	Maize Cemetery	138,332.57	1,380.04	3,447.24	136,265.37
Totals All Fund		\$ 4,528,494.21	\$ 922,703.33	\$ 803,043.91	\$ 4,648,153.63

Bank Accounts and Adjustments

Halstead Checking Account	\$ 466,361.75	\$ 793,221.19	\$ 737,162.01	\$ 522,420.93
Outstanding Items				\$ (22,824.07)
Halstead Bank Money Market Account	4,006,505.37	5,786.03	-	4,012,291.40
Maize Cemetery Operations	138,332.57	1,380.04	3,447.24	136,265.37
Totals All Banks	\$ 4,611,199.69	\$ 800,387.26	\$ 740,609.25	\$ 4,648,153.63

CITY OF MAIZE
Cash and Budget Position
Thru October 31, 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	\$ 948,620.51	\$ 207,097.56	\$ 346,156.45	\$ 809,561.62	\$ 4,052,763.00	\$ 3,861,054.29	\$ 3,300,072.63	\$ 752,690.37	18.57%
02	Street Fund	186,312.18	60,607.29	32,092.32	214,827.15	313,550.00	310,344.48	280,186.11	33,363.89	10.64%
04	Capital Improvements Fund	292,472.73	33,104.91	2,896.80	322,680.84	600,115.00	340,224.58	296,747.14	303,367.86	50.55%
05	Long-Term Projects	(281,488.10)	330,000.00	229,770.07	(181,258.17)	-	2,401,784.00	1,857,196.85		
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00		-	-		
10	Equipment Reserve	110,557.02	14,311.91	2,188.78	122,680.15	169,500.00	143,918.28	134,167.89	60,740.61	35.84%
11	Police Training Fund	14,989.22	718.80	150.00	15,558.02	3,000.00	5,157.46	2,505.53	494.47	16.48%
12	Municipal Court Fund	46,108.72	2,571.12	-	48,679.84	-	25,634.79	22,687.74		
16	Bond & Interest Fund	(101,775.84)	73,484.70	-	(28,291.14)	2,579,232.00	2,313,945.77	2,468,636.79	110,595.21	4.29%
19	Wastewater Reserve Fund	194,371.86	9,355.08	24,175.36	179,551.58	142,773.00	90,284.62	158,533.07	(15,760.07)	
20	Wastewater Treatment Fund	1,129,672.17	81,753.15	83,918.66	1,127,506.66	892,000.00	896,721.68	768,217.49	123,782.51	13.88%
21	Water Fund	1,253,571.66	104,131.71	75,451.09	1,282,252.28	948,000.00	1,073,604.39	751,363.20	196,636.80	20.74%
22	Water Reserve Fund	225,722.81	3,000.00	-	228,722.81	-	30,000.00	-		
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	Asset Forfeiture Fund	3,154.13	1,187.06	-	4,341.19	-	2,297.06	360.44		
38	Cafeteria Plan	8,430.30	-	2,797.14	5,633.16	-	19,924.93	21,001.97		
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)	-	-	-		
98	Maize Cemetery	138,332.57	1,380.04	3,447.24	136,265.37	127,643.00	78,346.22	47,940.78	79,702.22	62.44%
Report Totals		\$ 4,528,494.21	\$ 922,703.33	\$ 803,043.91	\$ 4,648,153.63	\$ 9,828,576.00	\$ 11,593,242.55	\$ 10,109,617.63	\$ 1,645,613.87	16.74%



BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

October 24, 2019

COPY

**To the Mayor & City Council
City of Maize, Kansas**

We are pleased to confirm our understanding of the services we are to provide the **City of Maize, Kansas** for the year ending **December 31, 2019**. We will audit the financial statement prepared in accordance with the *Kansas Municipal Audit and Accounting Guide* of the **City of Maize, Kansas Financial Reporting Entity** as of and for the year ending **December 31, 2019**.

We have also been engaged to report on regulatory-required supplementary information that accompanies the **City of Maize, Kansas**' financial statement. We will subject the following regulatory-required supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*, and we will provide an opinion on it in relation to the financial statement as a whole:

1. Summary of expenditures-actual and budget.
2. Individual funds schedules of cash receipts and expenditures-actual and budget.
3. Individual funds schedules of cash receipts and expenditures-actual.
4. Schedule of cash receipts and expenditures-Maize Public Building Commission.
5. Schedule of cash receipts and expenditures-Capital Projects.
6. Schedule of cash receipts and cash disbursements-Agency Funds.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide* and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America and to report on the fairness of the regulatory-required supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide* and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion.

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS / KANSAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

We will issue a written report upon completion of our audit of the **City of Maize, Kansas'** financial statement. Our report will be addressed to the Mayor and City Council of the **City of Maize, Kansas**. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statement is other than unmodified, we will discuss the reasons with you in advance. If for any reason we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statement and other responsibilities required by the *Kansas Municipal Audit and Accounting Guide*.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatements of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to

identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the **City of Maize, Kansas'** compliance with applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statement of the **City of Maize, Kansas** in conformity with the *Kansas Municipal Audit and Accounting Guide* based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the of the respective Summary of Receipts, Expenditures and Unencumbered Cash of the **City of Maize, Kansas** in conformity with the *Kansas Municipal Audit and Accounting Guide*, and the practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your

knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.

In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. You are responsible for the preparation of the regulatory-required supplementary information, which we have been engaged to report on, in conformity with the *Kansas Municipal Audit and Accounting Guide* and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America. You agree to include our report on the regulatory-required supplementary information in any document that contains, and indicates that we have reported on the regulatory-required supplementary information. You also agree to [include the audited financial statement with any presentation of the regulatory-required supplementary information that includes our report thereon OR make the audited financial statement readily available to users of the regulatory-required supplementary information no later than the date the regulatory-required supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the regulatory-required supplementary information in accordance with the *Kansas Municipal Audit and Accounting Guide*; (2) that you believe the regulatory-required supplementary information, including its form and content, is fairly presented in accordance with the *Kansas Municipal Audit and Accounting Guide*; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the regulatory-required supplementary information.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose of using the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework is to comply with the statutory provisions applicable to the entity for preparation of the financial statement on a basis of accounting other than accounting principles generally accepted in the United States of America;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework, including:
 - A description of the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from accounting principles generally accepted in the United States of America;
 - Informative disclosures similar to those required by accounting principles generally accepted in the United States of America for items contained in the financial statement that are the same as, or similar to, those in a financial statement prepared in accordance with accounting principles generally accepted in the United States of America; and

- Any additional disclosures beyond those specifically required by the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework that may be considered necessary to achieve fair presentation of the financial statement.
- Management has chosen to include the financial information of the following related municipal entity in its financial statement:
 - Maize Public Building Commission

You agree to assume all management responsibilities for our assistance with the preparation of your financial statement and related notes and any other nonattest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services and accept responsibility for them.

Audit Administration, Fees, and Other

Randall G. Ford, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fees for these services will be **\$17,150**. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the **City of Maize, Kansas** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

This letter will continue in effect until canceled by either party.

Sincerely,

Busby Ford & Reimer, LLC

Busby Ford & Reimer, LLC

RESPONSE:

This letter correctly sets forth the understanding of the **City of Maize, Kansas**:

By: _____

Title: _____

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 18, 2019**

AGENDA ITEM #9A

ITEM: Ordinance Authorizing the Issuance of Industrial Revenue Bonds for Evans Building (AKJ Holdings, LLC)

BACKGROUND:

On October 15, 2018 the Council approved Resolution #623-18 to determine the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, installation and equipping of a manufacturing facility for the Evans Building project in the amount of \$4,205,000.

The facility has been completed and the owner is requesting that the bonds be issued by the City.

The bond ordinance is attached.

Adoption of the ordinance authorizes the execution of the following documents:

- Bond Ordinance
- Lease
- Sub Lease
- Trust Indenture
- Guaranty
- Bond Purchase Agreement
- Closing Certificates and other necessary documents

FINANCIAL CONSIDERATIONS:

The City acts as a conduit issuer of the proposed industrial revenue bonds and would have no financial obligation for payment of the bonds. The City is granting a 70% abatement from property taxes for ten (10) years. The Company also received a sales tax exemption on building materials used in the project.

LEGAL CONSIDERATIONS:

Bond Counsel prepared the documents and approves them as to form. Mitch Walter will be at the Council meeting.

RECOMMENDATION/ACTION:

Approve the ordinance authorizing the issuance of taxable Industrial Revenue Bonds Series 2019 in an amount not to exceed \$4,205,000.

ORDINANCE NO. []

**OF THE
CITY OF MAIZE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$4,205,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2019
(EVANS BUILDING PROJECT)**

(Published in *The Clarion* on November 28, 2019)

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING THE CITY OF MAIZE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2019 (EVANS BUILDING PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A GENERAL CONTRACTOR OFFICE, MAINTENANCE SHOP AND STORAGE YARD FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Maize, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The City Council of the Issuer (the "Governing Body") has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2019 (Evans Building Project) in the aggregate principal amount not to exceed \$4,205,000 (the "Series 2019 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a certain General Contractor Office, Maintenance Shop and Storage Yard facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to AKJ Holdings, LLC, a Kansas limited liability company (the "Tenant").

C. The Governing Body finds that it is necessary and desirable in connection with the issuance of the Series 2019 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of December 17, 2019 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2019 Bonds;

(ii) a Base Lease dated as of December 17, 2019 (the "Base Lease") with the Tenant, under which the Tenant will lease the Project to the Issuer;

(iii) a Lease dated as of December 17, 2019 (the "Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2019 Bonds by the Issuer to AKJ Holdings, LLC, Maize, Kansas (the "Purchaser").

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2019 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be

granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2019 Bonds, to be designated "City of Maize Kansas Taxable Industrial Revenue Bonds, Series 2019 (Evans Building Project)" in the aggregate principal amount not to exceed \$4,205,000, for the purpose of providing funds to pay the costs of the Project. The Series 2019 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2019 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Series 2019 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2019 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance. The sublease of the Project to Evans Building Co., Inc., a Kansas corporation (the "Subtenant") is approved by the Issuer.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2019 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2019 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby

authorized and directed to attest the execution of the Series 2019 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2019 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance. The Issuer reserves the right to impose an additional payment in lieu of taxes in an amount equal to 100% of the exempted taxes, to be made by the Tenant, in the event the Project ceases to be subleased to and operated by the Subtenant at any time during the ten-year abatement period.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease to the payment of the Series 2019 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2019 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2019 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on November 18, 2019.

(SEAL)

Donna Clasen, Mayor

ATTEST:

Jocelyn Reid, City Clerk

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**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 18, 2019
AGENDA ITEM #9B**

ITEM: Garver Contract: Utility Expansion Study

BACKGROUND:

Beginning in 2016, Council and Staff discussed and were in agreement about the necessity for a utility expansion study. Such a study will provide information and recommendations to allow for the appropriate planning, design and priorities as the Water and Wastewater expansion needs progress throughout the City. The study will serve the City well into the future and allow for an implementation schedule that can be accomplished in a cost-effective manner.

In April 2017, after reviewing all aspects of the study, including staff expectations and the expertise of the firms being considered, Garver Engineering was requested to provide a proposal for consideration. Due to budgetary constraints, the study was postponed for 2018.

During the October 31, 2018 Mayor's meeting, the study's importance was again discussed. An updated proposal was received and it was scheduled as a Council item for consideration at the November 19, 2018 meeting. On November 5, 2018, after a funding review, staff requested that the item be removed from the November 19, 2018 agenda and reconsidered during the 2019 budget year. This request was granted.

During the 2019 budget cycle, the Budget Management Team has closely monitored cash flow, budget management items and reserve funds. All 2019 budgeted funds have performed well above projected levels. Staff is again recommending the Utility Expansion Study be considered for approval.

FINANCIAL CONSIDERATIONS:

Garver will honor the 2018 proposed amount in the amount of \$76,700.00.

Utility reserve money will fund the study.

- *As reported last month, due to a very strong growth and development year, water and wastewater utilities have accumulated \$230,000 above budget-projected amounts available for transfer to water & wastewater reserve funds.*

LEGAL CONSIDERATIONS:

City Attorney is reviewing the contract as to form.

RECOMMENDATION/ACTION:

Approve the Garver Engineering contract for utility expansion study in an amount not to exceed \$76,700.00 and authorize the Mayor to sign pending approval of the City Attorney as to form.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Maize, Kansas
10100 W Grady Avenue, Maize, Kansas 67101
Project: Northeast Maize Growth Area Water and Wastewater Study

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 have prepared a water and wastewater study for the Northeast Maize Growth Area.

GARVER will provide professional services related to the study 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 study services as described in this Agreement and as attached in Appendix A to this Agreement.

SECTION 3 - PAYMENT

3.1 Not Used

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 \$76,570.

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.

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 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	\$1,000,000
Aggregate	\$1,000,000

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

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

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



negligence.

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

5.7 (not used)

5.8 Limitation of Liability

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 (Pages 1-6)
 - 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 9, inclusive) together with 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: _____
Signature

Name: Donna Clasen
Printed Name

Name: Christopher Bohm
Printed Name

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: _____

Attest: _____

Attest: _____

Name: Jocelyn Reid

Title: City Clerk

APPENDIX A – SCOPE OF SERVICES

1.0 General

Generally, the scope of services includes preparation of a **Northeast Maize Growth Area Water and Wastewater Study**. These professional services include determining the improvements needed to the City's water and wastewater systems necessary to extend service throughout the study area in northeast Maize as shown in Exhibit A. The Owner intends to accomplish the following:

- Determine system-specific water demands based on historical billing data.
- Update the City's water distribution hydraulic model with future improvements for the study area in northeast Maize.
- Use the updated water distribution hydraulic model to determine the water main, storage, and booster station improvements required to extend water service from the City's existing water system to the study area.
- Delineate wastewater collection basins based on topography and determine the trunk sewer and lift station improvements required to convey wastewater from the study area to the City's wastewater treatment plant.
- Prepare a capital improvements plan for identified improvements in the water distribution and wastewater collection systems in the study area.
- Determine the extent to which benefit fees will offset the cost of water main and wastewater collection extensions throughout the study area.

2.0 Water and Wastewater Study

Task 1.0 Data Collection and Evaluation

To obtain an accurate assessment of the water and wastewater systems, Owner will provide and Garver will review and evaluate existing data, including:

1. City of Maize field staff input and interviews
2. Existing wastewater system base maps, including CAD file
3. Existing water system base maps, including CAD file
4. Records of historical complaint/problem areas, including low pressure areas (water) and sanitary sewer overflow (SSO) locations (wastewater)
5. Disinfection byproduct monitoring data
6. Water production and billing data
7. Wastewater treatment plant influent meter data
8. Past water and wastewater master plans and reports
9. Existing model of water system
10. Water system SCADA data
11. Wastewater system SCADA data

Task 2.0 Identify Model Design Criteria and Constraints

Garver will review the Owner's records to help establish a baseline to determine project criteria and

constraints to be implemented in the water and wastewater models. These items include:

1. Level of service requirements for potable water customers in the City
2. Criteria for assigning fire flows to water customers
3. Historical water usage peaking factors
4. Wet weather wastewater peaking factors
5. Recurrence interval for wet weather design storm
6. Diurnal demand patterns
7. Expected future water and wastewater development and demands
8. Operational considerations
9. Distribution system water quality considerations
10. Areas for future growth and consideration
11. Comparison of historical population growth with state and Wichita-Sedgwick County Planning projections

The information will be utilized to develop 2-, 4-, 6-, 8-, 10-, 15-, 20-, 25-, and 30-year and buildout planning horizons based on subareas within the study area identified by the Owner.

Garver will conduct a workshop with Owner to present and review the design criteria that will be used to conduct the water system modeling and to develop the Capital Improvement Plan.

Deliverables:

Technical Memorandum in PDF format documenting design criteria

Task 3.0 Water Distribution System Model and Improvements

The model of the Owner's existing water system will be updated using either the WaterGEMS or InfoWater modeling program. The model will incorporate facilities and assets not in the current model. Model elements include pumping and storage facilities, major transmission lines, and network lines included in the Owner's current water system base map. Operational setpoints such as tower levels and valve positions will be provided by the Owner.

Garver will utilize water meter data provided by the Owner and projected growth to create average day and maximum day demand alternatives, including diurnal demand patterns.

This effort will include the following general steps:

1. Update the existing water network
2. Verify operational parameters of the water model
3. Perform flow testing
4. Calibrate existing model
5. Develop demand alternatives
6. Assign future usage rates based on projections and demands established in Task 2.0.
7. Assess future system at each planning horizon

Average day and maximum day demands will be assessed using extended period simulations to identify needed improvements required for the water system, and fire flow analysis will be performed to detect

deficiencies in system fire coverage. Specifically, model simulations at each planning horizon will be used to assess the improvements necessary to provide adequate water pressures throughout the system and determine areas with limited fire coverage. The following distribution system quantities will be evaluated using the hydraulic model:

- Pipe Pressures and Velocities
- Hydraulic Grade Line
- Available Fire Flows
- Tower Levels

Discussion will be held with the Owner to review performance criteria following completion of the system modeling.

Deliverables:

- a. New GIS Layers delivered to City for pressure and available fire flow at future average and maximum day demand
- b. Electronic files of the updated Model

Task 4.0 Wastewater Improvements

Garver will assess the future wastewater improvements needed to serve the study area, including the following:

1. Delineate basins based on topographic data
2. Determine loads and peaking factors to determine ultimate flows and size trunk sewers and lift stations
3. Complete an existing system assessment
4. Develop loading alternatives for each of the planning horizons
5. Complete assessment of system at each planning horizon to identify when improvements are necessary.

Task 5.0 Draft Report and CIP

Garver will prepare four (4) copies of a draft report for submission to the Owner for review. The body of the report, preliminary exhibits, decision matrices, and other key components will be compiled for subsequent review and discussion. Components that will be included in the report are the following:

1. Integrate information from Owner staff and team staff on existing water and wastewater systems.
2. Water system maps showing proposed water transmission mains, storage tanks, and pump station locations.
3. Wastewater system map showing proposed collection basins, trunk sewers, and lift stations.
4. Garver will document the hydraulic modeling process, pertinent results, and recommendations.
5. Development of a Capital Improvements Plan to address anticipated projects to accommodate projected growth during the 25-year planning horizon. Capital Improvement Plan will identify project drivers, including capacity, operations, maintenance, condition, and regulatory needs. The CIP will also discuss ramifications and unintended consequences for not completing projects on time. The CIP will include a schedule and cost estimates for construction and professional services of the anticipated projects.

6. Impact fees, or fees imposed for a new or proposed development projects to pay for all or a portion of the costs of providing public services to the new development, will be researched for communities of a similar size as Owner's. Garver will summarize the results of the research and make a recommendation of potential fee structures for commercial, industrial, and residential developments to the Owner based on this research and discussions with Owner.

Garver will conduct a workshop with Owner to present and review the water model results and the proposed CIP. Revisions based on Owner input will be included in the final report.

Deliverables:

- a. Four (4) hard copies of Draft Report

Task 6.0 Final Report and CIP

Garver will prepare four (4) copies of the final report for submission to the Owner. The final report will be revised as necessary based on the review comments from the Owner staff. The final report will also be provided in PDF format.

Garver will give a summary presentation of the final document to the City of Maize City Council, if requested.

Deliverables:

- b. Four (4) hard copies of Final Report
- c. GIS layers for each identified CIP project

3.0 Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Design, geotechnical, or surveying services of any kind
- Public Outreach
- Facility Condition Assessments
- Emergency Response Planning
- Hazard Mitigation Planning
- Water Quality Analysis other than Review of Disinfection Byproduct Sampling Data in Task 1
- Wastewater Collection System Field Investigations, including, but not limited to:
 - Flow Monitoring
 - Smoke Testing
 - Digital Universal Camera
 - Laser Profiling
 - Dye Testing
 - Cleaning of Sewer Lines
- Evaluation of plan alternatives in addition to those listed herein
- Permitting, bidding, or construction phase services of any kind
- On-site meetings with KDHE
- Funding Assistance
- Operations Support Services
- Warranty Assistance Services
- Utility Location Services
- Transient analysis (analysis of potential water hammer)
- Environmental Handling and Documentation, including wetlands identification or mitigation

- plans or other work related to environmentally or historically (culturally) significant items
- Submittals or deliverables in addition to those listed herein

4.0 Schedule

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Work Item	Duration
Task 1 – Data Collection and Research	30 days from Notice to Proceed
Task 2 – Model Design Criteria and Constraints	30 days from completion of Task 1
Flow Test (Task 3)	14 days from completion of Task 2
Task 3 – Water Distribution Model & Improvements	60 days from completion of Flow Test
Task 4 – Wastewater Improvements	60 days from completion of Flow Test
Task 5 – Draft Modeling Report and CIP	30 days from completion of Task 3
Task 6 – Final Modeling Report and CIP	21 days from receipt of Owner comments on Task 5

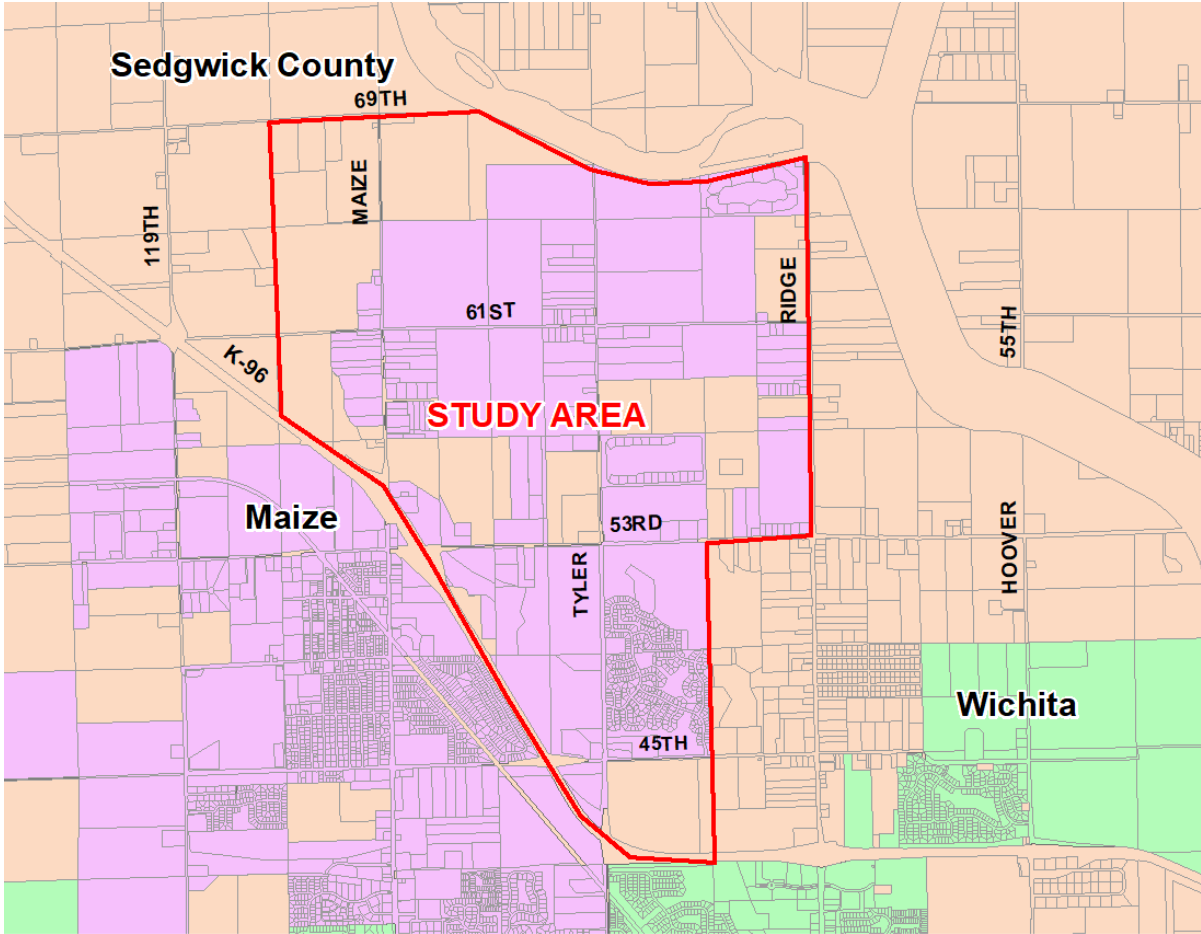


Exhibit A: Study Area

ID	Task Name	Duration	Start	Finish	Predecessor	Nov	Dec	1st Quarter			2nd Quarter	
								Jan	Feb	Mar	Apr	May
1	Council Approval	0 days	11/18/19	11/18/19		◆ 11/18						
2	Notice to Proceed	7 days	11/18/19	11/24/19	1	■						
3	Task 1 – Data Collection and Research	30 days	11/25/19	12/24/19	2		■					
4	Task 2 – Model Design Criteria and Constraints	30 days	12/25/19	1/23/20	3			■				
5	Flow Test (Task 3)	14 days	1/24/20	2/6/20	4				■			
6	Task 3 – Water Distribution Model &	60 days	2/7/20	4/6/20	5					■		
7	Task 4 – Wastewater Improvements	60 days	2/7/20	4/6/20	5					■		
8	Task 5 – Draft Modeling Report and CIP	30 days	4/7/20	5/6/20	6						■	
9	Task 6 – Final Modeling Report and CIP	21 days	5/7/20	5/27/20	8							■

Project: Maize NE W-WW Study Date: 10/22/19	Task ■ Milestone ◆ Manual Task ■ Deadline ↓
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APPENDIX B – GARVER HOURLY RATE SCHEDULE (AUGUST 2019 – JUNE 2020)

Classification	Rates
Engineers / Architects	
E-1.....	\$ 108.00
E-2.....	\$ 126.00
E-3.....	\$ 158.00
E-4.....	\$ 178.00
E-5.....	\$ 194.00
E-6.....	\$ 314.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 131.00
P-2.....	\$ 164.00
P-3.....	\$ 204.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 101.00
D-2.....	\$ 118.00
D-3.....	\$ 141.00
D-4.....	\$ 164.00
Technicians	
T-1.....	\$ 79.00
T-2.....	\$ 100.00
T-3.....	\$ 122.00
Surveyors	
S-1.....	\$ 60.00
S-2.....	\$ 72.00
S-3.....	\$ 110.00
S-4.....	\$ 124.00
S-5.....	\$ 164.00
S-6.....	\$ 186.00
2-Man Crew (Survey).....	\$ 242.00
3-Man Crew (Survey).....	\$ 290.00
2-Man Crew (GPS Survey).....	\$ 262.00
3-Man Crew (GPS Survey).....	\$ 310.00
Construction Observation	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 62.00
X-2.....	\$ 84.00
X-3.....	\$ 117.00
X-4.....	\$ 150.00
X-5.....	\$ 183.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00



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.



Mary Elizabeth Mach, PE

Senior Project Manager

Mary Elizabeth Mach is Garver’s Oklahoma Water Team Leader and a client services and project manager. Mary Elizabeth’s responsibilities have included leading a broad variety of water and wastewater projects from the preliminary study phase through design and construction completion. Recent projects have included project management of master planning studies, water modeling and distribution system improvement studies, distribution and collection system improvements, and treatment plants. Mary Elizabeth excels at client service and project management, including effective communication skills and conveying difficult subject matter to non-technical audiences. She has spent her entire career dedicating her time to growing communities, investing in the futures of their residents. She excels in client services as part of her role as a project manager and makes sure each client and their project is prioritized.

EDUCATION

- Master of Science, Environmental Engineering
- Bachelor of Science, Biosystems Engineering

REGISTRATIONS

- NASSCO PACP, MACP and LACP Certification OK, U-314-06020903
- Class A Wastewater Treatment Operations OK, 102663
- Professional Engineer KS, 23858
- Professional Engineer OK, 24903

AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association
- City Manager Association of Oklahoma
- Kansas State Board of Technical Professions
- National Society of Professional Engineers
- Oklahoma Water Environment Association
- WaterReuse Association
- International City/County Manager Association

PROJECT EXPERIENCE

Piedmont Water Master Plan *Piedmont, Oklahoma*

Mary Elizabeth is the project manager responsible for creating a 50-year master plan to provide sufficient water for this aggressively growing community for the next 50 years. The study includes an update to the City’s hydraulic model and an assessment of its distribution, pumping, and storage facilities with 5-year increments for a 25-year capital improvements plan for the City of Piedmont. The model identified areas of concern within the system so the City can proactively address bottlenecks, lower pressure zones, and inadequate fire flows. The alternatives analysis also includes the evaluation of over 12 long-term alternatives, several of which include numerous miles of raw water conveyance infrastructure.

Del City Wastewater Treatment Plant Improvements *Del City, Oklahoma*

Mary Elizabeth is the project and client service manager in charge of the \$20 million Del City wastewater treatment plant improvements project. Managed execution of design, budget, schedule, funding assistance, and utility coordination. During the design phase of the project, phased improvements were developed so the most critical elements of the plant were designed first to allow an emergency bid option in the event of a catastrophic failure.

“I have dealt with several different engineering firms in my long tenure with the City of Del City; and Garver and Mary Elizabeth have been by far the best to deal with. They have a staff that listens and helps come up with the best response to their facilities, operations, and regulator agency concerns.”

-- Mike Davis, Wastewater Plant Superintendent, Del City

Yost Road Pump Station Replacement Study *Stillwater, Oklahoma*

Mary Elizabeth was the project manager responsible for the modeling of water age, pressure, and distribution improvements and design for a booster pump station, distribution main, and elevated storage tower for the Stillwater Utilities Authority.

Mary Elizabeth Mach, PE - Continued

PROJECT EXPERIENCE

COWRA Water Supply Study *Oklahoma*

Mary Elizabeth was the project manager responsible for the Central Oklahoma Water Resources Authority (COWRA) Alternate Water Supply Plan (AWSP). COWRA is a consortium of communities that collectively are seeking alternative water supplies for their respective communities for the next 50 years. The AWSP evaluates distribution, pumping, and storage facilities for each community, as well as source water alternatives to provide sufficient water for these aggressively growing communities for the next 50 years. Several of the alternatives considered include options that require numerous miles of raw water conveyance infrastructure. The evaluations also identify areas of concern within each system so the communities can proactively address bottlenecks prior to experiencing problems. The AWSP provides long term and short term water solutions for the communities involved.

Norman Full Scale Well-Head Arsenic Removal Demonstration Project

Norman, Oklahoma

Mary Elizabeth was the project engineer responsible for design, construction phase services, and performance of the full-scale arsenic removal process implemented on Well 31 for City of Norman's Garber-Wellington well field. Activities included bi-weekly data analysis on disinfection chemicals, a variety of oxy-anions such as arsenic, chromium, uranium, and microbiological impacts of the system on product water prior to distribution.

Frederick Wastewater Treatment Plant Improvements *Frederick, Oklahoma*

Mary Elizabeth was the project manager responsible for the improvements for the City's two existing wastewater treatment systems, which included improved aeration and lagoon design for both wastewater systems, a new 5-acre lagoon, pump replacements in the existing lift stations, influent and effluent monitoring, new center pivots for application improvements. Activities included existing system assessments of the lagoons and the collection system; conceptual, preliminary, and final design; coordination with the OWRB and leading efforts for conformance with the Clean Water State Revolving Fund (SRF); performing construction phase services; producing the operation and maintenance manual; and providing warranty assistance.

Locust Grove Wastewater Treatment Plant Improvements *Locust Grove, Oklahoma*

Mary Elizabeth is the client service and project manager responsible for coordinating design, leading client review meetings, providing technical support to the design center staff, and working with manufacturer representatives for equipment selection for an upgraded WWTP. Responsible for coordinating design and permitting review through the regulatory agency and ensuring contracting documents were compliant with the Clean Water State Revolving Fund (CWSRF). Responsible for construction administration throughout the construction project, start-ups and shut-downs of various processes, and maintaining project schedule and budget.

Elgin Wastewater Treatment Plant Improvements *Elgin, Oklahoma*

Mary Elizabeth was the project engineer responsible for process design of wastewater improvements and the environmental review process for Clean Water State Revolving Fund programs. Project included aerated lagoon design, influent pump station and irrigation pump station design, hydraulic modeling of the irrigation system, and water balance modeling. Environmental work consisted of evaluating the environmental impacts on the site where proposed improvements were to occur, which included preparing the Environmental Information Document, as required for the Oklahoma Clean Water State Revolving Fund loan programs.



Evan Tromble, PhD, PE

QA / QC

Dr. Evan Tromble is the hydraulic modeling lead on our Water Technology Team with 14 years of experience. Evan specializes in hydraulic, hydrodynamics, groundwater, hydrologic, and system modeling, and he has hands-on experience with model development and application across a wide range of civil and environmental applications. His responsibilities include hydraulic modeling of water and wastewater treatment plants; water distribution, sanitary sewer collection, and stormwater collection systems; pump stations, water transmission lines, and force mains; and open channels and hydraulic structures. Evan earned a doctorate in civil engineering, and his dissertation focused on development and application of numerical methods to finite element analysis of complex free-surface flow problems.

EDUCATION

Ph.D., Civil Engineering -
Water Resources
Bachelor of Science in
Engineering, Civil Specialty

REGISTRATIONS

Professional Engineer
OK, 27682

AFFILIATIONS

American Society of Civil
Engineers
American Water Works
Association
Water Environment Federation
WaterReuse Association

PROJECT EXPERIENCE

Celina Water and Wastewater System Modeling *Celina, Texas*

Dr. Tromble was the hydraulic Modeler responsible for development of updated water and wastewater system models using Bentley WaterGEMS and SewerGEMS for the City of Celina. The project involves evaluating current water and sewer needs followed by modeling a full build-out population of 343,267 to identify future needs. Trigger points, such as houses constructed, will be calculated for each improvement so the City can accurately adjust capital improvements based on actual growth patterns. The project also includes identifying a five-year CIP, evaluating the existing capacity of the WWTP to accommodate future flow rates, and identifying conceptual treatment processes and associated cost estimates for a new 24 MGD WWTP.

Newkirk Water Master Plan *Newkirk, Oklahoma*

Dr. Tromble was the technical lead in development of a Water Master Plan for the City of Newkirk. The infrastructure evaluation focused on development of demand projections, assessment of the existing supply system, evaluation of additional water supply alternatives, and distribution system modeling and master planning. The project resulted in a recommended CIP for water supply, water treatment, and distribution system improvements that will provide the City with a reliable water system, and the initial phases of these CIP programs are currently being implemented. Several recommended improvements have already been implemented.

Colleyville 20-Year Water and Wastewater Master Plan *Colleyville, Texas*

Dr. Tromble was the lead hydraulic modeler for this master plan for the City of Colleyville's water distribution and wastewater collection systems. Garver utilized the City's GIS information to develop hydraulic system models and calibrated the models based on SCADA and field-collected data. The models were applied to identify deficiencies based on existing and future loading conditions, as well as to support conceptual design of improvements to meet system design criteria. Projects to address hydraulic capacity and water quality issues identified through the modeling process were combined with additional projects with operations, maintenance, and rehabilitation and replacement triggers to develop the City's capital improvements program.



Josef Dalaeli, PE

Master Planning Specialist

Josef Dalaeli is a project manager on Garver’s Water Team with a decade of engineering experience. Josef’s responsibilities include project management, engineering design, water distribution and transient modeling, and preparation of contract documents for construction. His project experience includes water transmission and distribution lines, wells, booster pump stations, and water master plans.

EDUCATION

Bachelor of Science,
Chemical Engineering

REGISTRATIONS

Professional Engineer
OK, 29918

Professional Engineer
WA, 46527,
Chemical Endorsement

AFFILIATIONS

American Water
Works Association

PROJECT EXPERIENCE

COWRA Water Supply Study *Oklahoma*

Josef was the project engineer responsible for evaluating short- and long-term water supply alternatives for Central Oklahoma Water Resources Authority (COWRA), a consortium of communities seeking alternative water supplies for the next 50 years. Alternatives included the development of new groundwater and surface water sources and raw water pipelines to convey water from the sources to the COWRA communities.

Piedmont Water Master Plan *Piedmont, Oklahoma*

Josef is the project engineer responsible for assessment of existing distribution system and storage, hydraulic model evaluation, and distribution system and storage improvement plan to enable the City to deliver quality water to their constituents over a long-term planning horizon. Josef developed prioritized improvements to meet the city’s established water distribution goals, which resulted in a 25-year CIP.

Bethany Water Loss Study *Bethany, Oklahoma*

Josef is the project manager responsible for a water loss study to estimate water loss and determining conceptual solutions to reduce distribution system water losses. Activities included a water loss audit, a leak survey, and an analysis of minimum overnight flows based on SCADA information.

Newkirk Water Master Plan *Newkirk, Oklahoma*

Josef was the water engineer responsible for modeling groundwater supply system to determine capacity of pumping, transmission, and treatment facilities. Performed transient model analysis to determine the potential for excessively high and low pressures. Developed an alternatives analysis to identify a recommended alternative for improvements.

Lyman 2013 Water System Plan *Lyman, Washington*

Josef was the project engineer responsible for hydrant testing and hydraulic model calibration for a long-term planning strategy for the Town’s water system over a 20-year planning period. The Plan was prepared to be consistent with Department of Health Requirements as specified in the Washington Administrative Code (WAC) Chapter 246-290.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 18, 2019
AGENDA ITEM #9C**

ITEM: Personnel Policy Revision

BACKGROUND:

To enhance operations, staff recommends the following changes to the personnel policy's job descriptions, organization chart and pay scale.

1. Geographical Information System (GIS) Technician
 - a. As outlined in the 2019 budget workshop, this is an important position that is currently being "unofficially" filled by a part-time public works maintenance worker.
 - b. New Job Description attached
 - c. Organization chart adjustments for this position:
 - i. Deleted 1- PT Public Works Maintenance Worker position
 - ii. Added "GIS Technician" under Public Works
 - d. Pay scale equivalent to Maintenance III Worker

2. Water and Wastewater Operator
 - a. To be more in line with similar positions across the State, the title of "Water and Wastewater Controller" should be renamed "Water and Wastewater Operator."
 - b. Job Description altered to reflect new title
 - c. Pay scale remains the same

3. Water and Wastewater Technician
 - a. As discussed for some time, the ever-increasing operational demands for the wastewater treatment plant requires a dedicated full-time position
 - b. New Job Description attached
 - c. Organization chart adjustments for this position:
 - i. Deleted 1- FT Public Works Maintenance Worker position
 - ii. Added "Water and Wastewater Technician" under "Water and Wastewater Operator."
 - d. Pay scale equivalent to Water and Wastewater Operator
 - i. Pay scale to be evaluated during 2021 budget process

4. City Compliance Officer
 - a. This position currently is supervised by the Deputy City Administrator and the Public Works Director which is a confusing chain of command
 - b. Research indicates this position is often under the Engineering Department or Police Department; in our case the Police Department offers the best support for the position.
 - c. Budget note: This position will continue to be funded under public works in the 2020 Budget and moved to the Police Department in the 2021 Budget

- d. Organization chart: position moved from Public Works to Police Department
- e. Job Description altered to reflect new chain of command
- f. Pay scale remains the same

Mayor Clasen and Councilmembers Fitzmier & McCreath reviewed the revised Job Descriptions at the November 13, 2019 Mayor's Workshop and approve as to form.

FINANCIAL CONSIDERATIONS:

No impact to the current budgeted amount for salaries.

LEGAL CONSIDERATIONS:

None.

RECOMMENDATION:

Move to approve the updates as described in this coversheet to the Personnel Policy.



Geographic Information System (GIS) Technician Position Description

Status: Non-Exempt, Part-Time Position

Supervisor Title: Public Works Director

Department: Public Works

Responsibilities:

- Responsible for data collection, data input and management of the City's GIS
- Create and maintain boundary, zoning and infrastructure maps for all departments
- Provide GSI support for all City operations
- Attend various meetings as deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to operate computer-aided drafting equipment
- Working knowledge of GIS software, hardware and related programs
- Ability to read and prepare engineering drawings
- Working knowledge of surveying, drafting and engineering practices
- Ability to work independently and in a team environment
- Ability to be punctual and in regular attendance
- Possess and maintain a valid Kansas Driver's License

Education:

- High School graduate or equivalent
- Associates Degree in Civil Engineering, Technology or related field preferred

Experience:

- Minimum of three (3) years in computer-aided drafting and design experience of municipal engineering projects or related field



Water and Wastewater Operator Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Public Works Director

Department: Public Works

Responsibilities:

- Responsible for the City water supply and the wastewater treatment plant's daily operation and maintenance
- Responsible for the operation and maintenance of all lift stations
- Responsible for compliance with federal, state and local regulations
- Ability to train Public Works employees in water and wastewater operations
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to supervise plant operation, technology and maintenance
- Ability to record and maintain data accurately
- Ability to diagnose and report problems as arise
- Ability to work in emergency conditions
- Ability to perform mandated and routine water and wastewater tests
- Ability to work independently and in a team environment
- Ability to communicate effectively; both orally and in writing
- Ability to lift and carry up to 90 pounds
- Ability to be punctual and in regular attendance
- Possess and maintain a valid CDL Kansas Driver's License with an air brake endorsement

Education:

- College or related courses
- Class III Wastewater and Class II Water Certification

Experience:

- Minimum five (5) years' experience in Municipal Water and Wastewater



Water and Wastewater Technician Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Water and Wastewater Operator

Department: Public Works

Responsibilities:

- Assist with the daily operation and maintenance of the City water supply, the wastewater treatment plant and sewer infrastructure
- Observe water & waste water projects for compliance
- Monitor permits and meters for industrial sewer discharge
- Assist with stormwater management compliance
- Assist with compliance of federal, state and local regulations
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Working knowledge of water and wastewater operations
- Ability to perform mandated and routine water and wastewater tests
- Ability to record and maintain data accurately with attention to detail
- Ability to work in emergency conditions
- Ability to work independently and in a team environment
- Ability to lift and carry up to 90 pounds
- Ability to be punctual and in regular attendance
- Possess and maintain a valid CDL Kansas Driver's License with an air brake endorsement

Education:

- High School graduate or equivalent
- Class I or II Water and Wastewater Certification preferred

Experience:

- Minimum two (2) years of experience in maintenance; public works preferred



Compliance Officer Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Chief of Police

Department: Police

Responsibilities:

- Responsible for enforcement, inspection and compliance of City Codes and Regulations
- Responsible for compliance of Storm Water Best Management Practices (BMPs)
- Prepare evidence and appear in court as deemed necessary
- Attend various meetings as deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

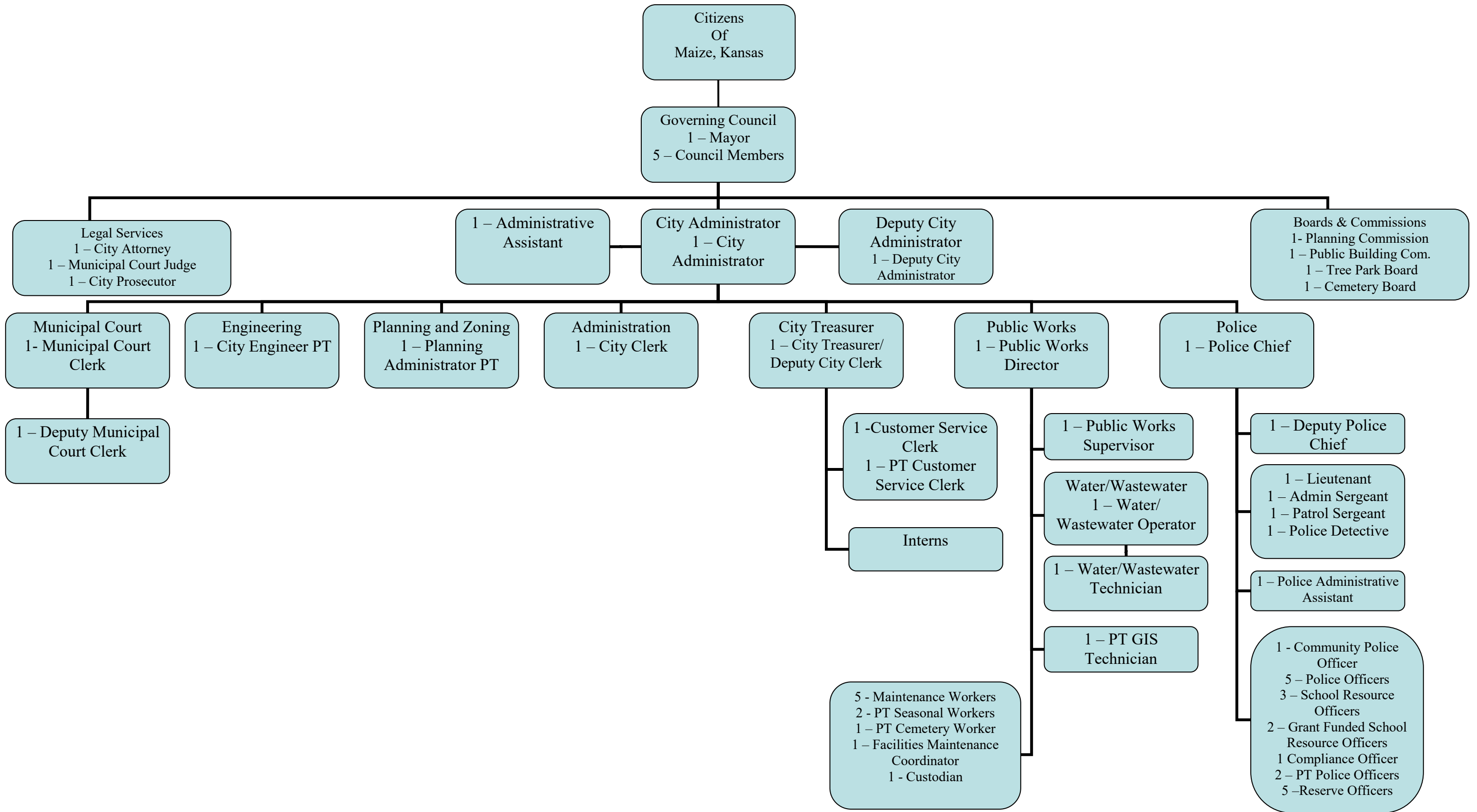
- Ability to perform Maintenance Worker III skills
- Ability to deal firmly, but courteously with the public
- Ability to research, analyze and present data in both formal and informal public settings
- Working knowledge of Microsoft Office and other computer software
- Ability to work independently and in a team environment
- Ability to prioritize a work schedule
- Ability to be punctual and in regular attendance
- Possess and maintain a valid Kansas Driver's License

Education:

- High School graduate or equivalent
- Certified Code Officer preferred
- Collage or related courses preferred

Experience:

- Public Works background preferred
- Minimum 3 years in code enforcement or related field



ADOPTED November 18, 2019

Effective January 1, 2020

POSITION	Percent Between Steps: 2.30%														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ADMINISTRATION															
Deputy City Administrator*	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
City Clerk *	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,910	57,196	58,512	59,858	61,235	62,643	64,084	65,558
City Treasurer/Deputy City Clerk *	46,414	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,880	57,165	58,480	59,825	61,201	62,609	64,049
Administrative Assistant	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Deputy Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Customer Service Clerk	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
Customer Service Clerk (PT)	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
City Engineer (PT)	34.87	35.69	36.53	37.39	38.27	39.17	40.09	41.03	41.97	42.94	43.93	44.94	45.97	47.03	48.11
Planning & Zoning Administrator (PT)	30.71	31.43	32.17	32.93	33.71	34.50	35.31	36.14	36.97	37.82	38.69	39.58	40.49	41.42	42.37
Intern (PT)	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69

PUBLIC WORKS

Public Works Director *	65,217	66,752	68,323	69,931	71,577	73,262	74,987	76,752	78,517	80,323	82,170	84,060	85,993	87,971	89,994
Public Works Supervisor	23.67	24.23	24.80	25.38	25.98	26.59	27.22	27.86	28.50	29.16	29.83	30.52	31.22	31.94	32.67
Water & Wastewater Operator	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.04	23.57	24.11	24.66	25.23	25.81	26.40	27.01
Water & Wastewater Technician	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.04	23.57	24.11	24.66	25.23	25.81	26.40	27.01
Maintenance Worker I	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39
Maintenance Worker II	14.08	14.41	14.75	15.10	15.46	15.82	16.19	16.57	16.95	17.34	17.74	18.15	18.57	19.00	19.44
Maintenance Worker III	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
GIS Technician	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Facilities Maintenance Coordinator	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Custodian	10.84	11.10	11.36	11.63	11.90	12.18	12.47	12.76	13.05	13.35	13.66	13.97	14.29	14.62	14.96
Maintenance Worker (Seasonal) **	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69
Maintenance Worker (PT)	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39

POLICE

Chief of Police	67,993	69,594	71,232	72,909	74,626	76,382	78,181	80,021	81,861	83,744	85,670	87,640	89,656	91,718	93,828
Deputy Police Chief *	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
Police Lieutenant	23.53	24.07	24.62	25.18	25.75	26.34	26.94	27.55	28.18	28.82	29.48	30.15	30.84	31.54	32.26
Police Administrative Sergeant	22.44	22.97	23.51	24.06	24.63	25.21	25.80	26.41	27.02	27.64	28.28	28.93	29.60	30.28	30.98
Police Patrol Sergeant	22.44	22.97	23.51	24.06	24.63	25.21	25.80	26.41	27.02	27.64	28.28	28.93	29.60	30.28	30.98
Police Detective	21.54	22.05	22.57	23.10	23.64	24.20	24.77	25.35	25.93	26.53	27.14	27.76	28.40	29.05	29.72
Community Police Officer	18.34	18.77	19.21	19.66	20.12	20.59	21.07	21.57	22.07	22.58	23.10	23.63	24.17	24.73	25.30
School Resorce Officer	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.05	22.56	23.08	23.61	24.15	24.71	25.28	25.86
Recruit Patrol Officer	18.00	18.10	Move to	Patrol Officer	at 12 mo. ***										
Patrol Officer I	18.31	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.04	22.55	23.07	23.60	24.14	24.70	25.27
Patrol Officer II	19.13	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.03	23.56	24.10	24.65	25.22	25.80	26.39
Master Patrol Officer	19.52	19.96	20.41	20.87	21.35	21.84	22.34	22.85	23.38	23.92	24.47	25.03	25.61	26.20	26.80
Compliance Officer	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Police Administrative Assistant	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Patrol Officer (PT)	18.31	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.04	22.55	23.07	23.60	24.14	24.70	25.27

GOVERNING BODY COMPENSATION

POSITION	Per Month Per Meeting	
	Per Month	Per Meeting
Mayor	500.00	100.00
Council Members	300.00	50.00

Comments

(PT) Indicates a part-time position

A \$0.35/hour shift differential pay is added for 2nd and 3rd shift Patrol Officers Only

- * Salaried Positions
- ** Seasonal workers and Interns do not qualify for step increases.
- *** 2.3% Step does not apply

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 18, 2019**

AGENDA ITEM #9D

ITEM: NW Bypass Toll Feasibility Study Agreement

BACKGROUND:

The City of Maize was approached by Sedgwick County to participate in a feasibility study to determine the feasibility of the NW Bypass being constructed as a toll road. The cost of the \$70,000 study would be split three ways:

1. Kanas Turnpike Authority
2. Kansas Department of Transportation
3. Sedgwick County, City of Maize and the City of Goddard

The City of Maize and City of Goddard will each pay the County \$2000 to participate in the study. The County will pick up the remainder of our combined third.

FINANCIAL CONSIDERATIONS:

The City of Maize's portion of the study is \$2000.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed the agreement and approves as to form.

RECOMMENDATION/ACTION:

Approve the agreement for the NW Bypass Toll Feasibility Study Agreement in an amount not to exceed \$2000 and authorize the Mayor to sign.

AGREEMENT

This Agreement is between the **Kansas Turnpike Authority** (“KTA”), **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), **Sedgwick County, Kansas** (“County”), **City of Goddard, Kansas** (“Goddard”), and the **City of Maize, Kansas**, (“Maize”), **collectively**, the “Parties.”

RECITALS:

- A. KTA, the Secretary, County, Goddard, and Maize desire to retain a consultant to evaluate the feasibility of implementing a new highway connection in northwest Sedgwick County using toll financing.
- B. The Parties desire to enter into this Agreement to outline the Parties’ responsibilities for the consultant procurement to complete the evaluation.
- C. KTA, the Secretary, County, Goddard, and Maize are empowered by the laws of Kansas including but not limited to KSA 68-169, KSA 12-2908 and KSA 68-2004 to enter into agreements for maximum coordination in the planning, development, and operation of the highway systems in the state of Kansas.
- D. Further, KTA and the Secretary are empowered by the laws of Kansas to contract with each other to provide personnel, equipment and other resources, either of KDOT, KTA, consulting, or contracting firms.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations in this Agreement, the Parties agree as follows:

1. PARTY RESPONSIBILITIES:

A. KTA:

(1) Hiring of Consultant; Deliverables.

In consultation with the Secretary, County, Goddard, and Maize, KTA will retain a consultant to:

- (a) Establish baseline conditions for the toll feasibility analysis using readily available data. Update existing travel demand model (WAMPO). Prepare preliminary toll revenue estimates, and develop gross and net toll revenue scenarios. A final summary report will be prepared along with a fact sheet/primer.
- (b) KTA will procure the consultant in accordance with KTA’s procurement policies.

The estimated cost of the consultant’s fee for services associated with the evaluation is a cost-plus amount not to exceed \$70,000; if the total actual

costs exceed the stated not to exceed amount, KTA shall obtain the Secretary's, County's, Goddard's, and Maize's concurrence prior to awarding the contract or any change order acceptance.

The toll feasibility analysis in this evaluation will be conducted as the first of potentially three traffic and revenue analyses phases to assess toll feasibility. Subsequent phases are dependent on the outcomes of this financial feasibility analysis.

(2) Cost-Sharing.

KTA agrees to be responsible for one-third (1/3) of the consultant's fee for services associated with the evaluation.

KTA will also contribute services to the Parties, to include, but not limited to: personnel services, clerical resources, and contract administration (pre-award, compliance, and post-award), for which the Parties have determined, it would not be cost-effective to quantify or itemize.

B. Secretary:

(1) Cost-Sharing.

The Secretary agrees to be responsible for one-third (1/3) of the consultant's fee for services associated with the evaluation.

(2) Reimbursement Payments. The Secretary will reimburse the KTA at the conclusion of the study and after receipt of final billing from the KTA.

C. County, Goddard, and Maize:

(1) Cost-Sharing.

The County, Goddard, and Maize, collectively, agree to be responsible for one-third (1/3) of the consultant's fee for services associated with the evaluation. Maize agrees to be responsible for \$2,000, Goddard agrees to be responsible for \$2,000, and Sedgwick County agrees to be responsible for the remainder of the one-third (1/3) share of the consultant's fee.

(2) Reimbursement Payments. The County, Goddard, and Maize will reimburse the KTA at the conclusion of the study and after receipt of final billing from the KTA.

2. **INDEPENDENT CONTRACTOR.** The Parties, in the performance of this Agreement, will be acting in their capacities as individual agencies, and not as agents, employees, partners in a joint venture, or as associates of one another. The employees or agents of one party shall not be named or construed to be employees of the other party for any purpose whatsoever.

3. **MODIFICATION.** This Agreement may only be amended, altered, or modified by an instrument in writing duly executed by the Parties.
4. **HEADINGS.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction of the provisions herein.
5. **BINDING AGREEMENT.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding on upon the Secretary, UG, and KTA and their successors in office.
6. **NO THIRD PARTY BENEFICIARIES.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
7. **NOTIFICATIONS.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

KTA: Kansas Turnpike Authority
 Attn: David Jacobson
 3939 SW Topeka Blvd.
 Topeka, Kansas 66609

KDOT: Kansas Department of Transportation
 Attn: Michael Moriarty
 Eisenhower State Office Building
 700 SW Harrison Street – 7th Floor
 Topeka, Kansas 66603

County: Sedgwick County Manager’s Office
 Attn: Contract Notification
 Sedgwick County Courthouse
 525 N. Main, Suite 343
 Wichita, Kansas 67203-3731

and

Sedgwick County Counselor’s Office
 Attn: Contract Notification
 Sedgwick County Courthouse
 525 N. Main, Suite 359
 Wichita, Kansas 67203-3731

Goddard: City of Goddard
Attn: _____

Maize: City of Maize
Attn: Richard LaMunyon
10100 Grady Ave.
Maize, KS 67101

8. **CASH BASIS AND BUDGET LAW.** The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and K.S.A. 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

9. **ANTI-DISCRIMINATION.** All parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County,

10. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

The signature pages immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers.

KANSAS DEPARTMENT OF TRANSPORTATION
Secretary of Transportation

By: _____

Burt Morey, P.E.
Deputy Secretary and
State Transportation Engineer

(Date)

ATTEST:

SEDGWICK COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

ATTEST:

CITY OF GODDARD, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

ATTEST:

CITY OF MAIZE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

KANSAS TURNPIKE AUTHORITY

By: _____

David Jacobson, P.E.
Director of Engineering

(Date)



Monthly Council Report

Department Highlights

- All Departmental functions and activities are normal.
- The department hosted regional training for Entrerpol, our Records Management System. The three day training is for new users to the system. We have three people attending. The training is free to our agency as we are hosting.
- The Department held our bi-annual department meeting. Department meetings provide a time for everyone to catch up and make sure were all operating on the same page. Often-times, officers on opposing shifts never see one another and it's important to maintain continuity among all shifts.
- As we enter the fourth quarter, the police departments budget is well within budgeted thresholds. As we enter the fourth quarter, we will slow spending and make any necessary adjustments to keep us in the best financial shape as possible.

Budget status: 68/100%

Major purchases: None

Current Staff Levels.

14 Full-time -
2 Part-time
4 Reserve
4 Reserve -Vacant

Monthly Activities

November Police Reports - **802**
November calls for service - **608**

Community Policing:

Working on Thanksgiving and Christmas food baskets.

PUBLIC WORKS REPORT 11-12-19

Regular Work

- Graded the gravel streets again several times this past month.
- Picked up 8 locations for brush this month. Many loads brought in on brush day.
- Had Over 100 locates this month.
- Shut off 14 water meters on shut off day.
- Mowing is just about finished for the year. Have shut most all the water off for the sprinklers at city hall, the splash park area and the cemetery.
- Helped Sue with passing out and delivering many commodities this past month. Every month there seems to be more and more commodities to sort, box up and pass out. Guess that is a good thing

Special Projects

- We are working with MKEC to see how we can get Phase 2 of the WWTP incorporated into the near future. This phase involves mainly a new blower room and new blowers as well as more electric power to operate the larger blowers. We will see how that goes.
- Have another water leak which appears to be another valve at Plantation and Laramie. Probably the same type we have had recently.
- The sidewalk along 45th ST is coming along nicely. The part from Maize Road to Surrey Lane is complete. The last two short blocks are being worked on now. They are the most difficult but I believe they will be completed by the 22nd of November or before. This is a great addition for all who walk along 45th for pleasure or to get to the High School.
- At the Cemetery the columbarium surround at the base is now complete. We have stamped, colored concrete around it and will now install two benches on the new concrete in the near future. Also, the directory and the new storage shed are almost complete. When they are finished nearly everything will be done except keeping up with the tree trimming or removal of some dead ones and installing a wrought iron fence around the entire perimeter. Maybe we can get that done within the next year.
- We have taken down all the removeable parts of the splash park structures and have cleaned and waxed the parts that stay through the winter. We have also drained all the lines so it should be ready to go next spring when all the removeable parts are reinstalled.

Ron Smothers

Public Works Director

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: November 18, 2019

TO: Maize City Council

FROM: Kim Edgington, Planning Administrator

RE: Regular November Council Meeting

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

1. 200 & 300 W Albert – Staff has been working extensively with an out-of-state developer that had the Mobile Home Park under contract. They have canceled the purchase contract but are continuing to try to work with the property owner to come to a management and future purchase agreement.
2. 4256 N 119th Street West – At the November 7th meeting the Planning Commission reviewed and approved a request for a Conditional Use to allow a manufactured home as an accessory use on this property. The approval is only allowed for the current property owner and may not be used as a rental property
3. Barnrd's – Staff has met with the contractor to review site plans and now building plans have been received in our office. Construction has begun. Staff expects that a request to allow a shared opening with the adjacent property to the north along Maize Road will be received from the property owner. Currently the only access to the parcel is through the back of the lot off of Reed Avenue.
4. Zone change on the west side of 119th Street between 29th & 37th – a zone change request for approximately 20 acres from single-family residential to two-family (duplex) zoning will be reviewed by the Planning Commission on January 2, 2020.
5. Woodard Addition – a 121 lot, 67 acre single-family residential plat at the southeast corner of 45th and Maize Road. Planning Commission will review the preliminary plat on January 2, 2020.
6. 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
November 18, 2019**

Year to date status (Through 10/31/19):

General Fund –			
	Budget	YTD	
Rev.	\$3,926,887	\$3,861,054	98.32%
Exp.	\$4,052,763	\$3,300,073	81.43%
Streets –			
Rev.	\$ 323,270	\$ 310,344	96.00%
Exp.	\$ 313,550	\$ 280,186	89.36%
Wastewater Fund-			
Rev.	\$ 892,000	\$ 896,722	100.53%
Exp.	\$ 892,000	\$ 768,217	86.12%
Water Fund-			
Rev.	\$ 948,000	\$1,073,604	113.25%
Exp.	\$ 948,000	\$ 751,363	79.26%

Health & Dental Benefits

Per Council's request, here are the 2019 numbers (through 10/31/2019) 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:	\$290,362.83	\$ 72,589.98	\$362,952.81
Dental:	17,315.12	4,329.66	21,644.78
Life:	<u>10,837.93</u>	<u>0</u>	<u>10,837.93</u>
	\$318,515.88	\$ 76,919.64	\$395,435.52

CIP 2019 (As of 10/31/2019)

<u>Detail</u>	<u>Reason</u>	<u>October Revenue</u>	<u>October 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	1,854.91		10,000.00	27,704.58
Other Revenues		-			20.00
Transfers		31,250.00		400,000.00	312,500.00
Total Revenues		<u>33,104.91</u>		<u>410,000.00</u>	<u>340,224.58</u>
Total Resources					<u><u>619,427.98</u></u>
Street Improvements		-	2,455.00	30,000.00	285,352.94
Sidewalk/Bike Paths			441.80	100,000.00	1,394.20
Park Improvements		-	-	200,115.00	10,000.00
Other Capital Costs		-	-	-	-
Total Expenditures		-	<u>2,896.80</u>	<u>330,115.00</u>	<u>296,747.14</u>
Cash Balance - 10/31/2019					<u><u>\$ 322,680.84</u></u>

Equipment Reserve 2019 (As of 10/31/19)

<u>Detail</u>	<u>Reason</u>	<u>October Revenue</u>	<u>October Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 112,929.76
Interest	From Bank Accounts	145.25		2,500.00	2,401.61
Reimbursements	From Insurance				(0.34)
Transfers	From General Fund	14,150.00		169,800.00	141,517.01
Total Revenues		\$ 14,295.25		\$ 172,300.00	\$ 143,918.28
Total Resources					\$ 256,848.04
Trucks/Heavy Equipment			\$ -	\$ 40,500.00	\$ 35,434.30
Computers		-	2,188.78	50,000.00	11,489.77
Police Department Expenses		-		60,000.00	36,323.82
Police Department Tech Expenses			-	51,000.00	50,920.00
Total Expenditures			\$ 2,188.78	\$ 201,500.00	\$ 134,167.89
Cash Balance - 10/31/19					\$ 122,680.15

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 10/31/2019

	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	\$7,299.50	\$6,698.60	\$1,000.90	Flat - based on number of lines
Internet	750.51	675.46	75.05	7,505.10	6,754.60	750.50	Flat - \$75.05/month
Gas	135.20	74.50	60.70	4,429.21	2,440.49	1,988.72	44.90%
Electric	2,983.92	1,644.14	1,339.78	22,490.16	12,392.08	10,098.08	44.90%
Janitor	2,931.55	1,615.28	1,316.27	19,067.30	10,506.08	8,561.22	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	99.18	54.65	44.53	952.38	434.84	472.15	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	3,000.00	2,750.00	250.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$7,970.31	\$5,008.89	\$2,961.42	\$64,743.65	\$41,976.70	\$23,121.56	

Shared Costs for City Hall
 Updated 11/11/2019

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 10/31/2019

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 22,106.62	\$ 5,526.66	\$ 16,579.97	\$ 117,855.99	\$ 29,464.00	\$ 88,391.99
FICA/Medicare Taxes	1,632.37	\$ 408.09	\$ 1,224.28	8,746.57	2,186.64	6,559.93
KPERS (Employer)	2,146.78	\$ 536.70	\$ 1,610.09	11,616.38	2,904.10	8,712.29
Health/Life/Other Employer Paid Benefits	1,472.68	\$ 368.17	\$ 1,104.51	12,083.45	3,020.86	9,062.59
Total Shared Costs	\$ 27,358.45	\$ 6,839.61	\$ 20,518.84	\$ 150,302.39	\$ 37,575.60	\$ 112,726.79



DATE: November 13, 2019

TO: Maize City Council

FROM: Sue Villarreal - Jolene Graham – Richard LaMunyon

RE: November Operations Report

1. 2019 Year-end Budget Analysis

The Budget Management Team is to meet on November 14th to review and confirm year-end estimates and projections for the 2019 budget. As indicated last month the 2019 budget is above revenue projection in all areas and expenditures are below projections. Additional adjustments or republishing of the 2019 budget are not necessary.

2. Utility/Roadway Expansion

Staff continues to evaluate options to provide sewer service to the new school facilities. Garver Engineering is assisting in evaluating options and associated costs. Council will be kept updated as the process unfolds.

Several roadway improvements are also required. The City & BOE will discuss these upgrades along with the funding options. Staff has submitted applications to WAMPO for funding associated with these projects. On November 21, staff will be presenting a case for funding to the selection committee alongside staff from USD 266. Public input surveys for all of the Maize projects can be found below: please take the time to take survey and encourage others to do so!

PROJECT NAME	LINKS
45th Street Improvements from Maize Road to 135th Street	https://publicinput.com/5703
Academy Avenue Improvements from Maize Road to 119th Street	https://publicinput.com/5778
119th Street Improvements from 29th Street to 53rd Street	https://publicinput.com/5779
53rd Street Improvements from Maize Road to 1/2 Mile West of 119th Street	https://publicinput.com/5780
37th Street Improvements from Maize Road to 119th Street	https://publicinput.com/5781
135th Street Improvements from K-96 to K&O Railroad	https://publicinput.com/5784

3. N/W Bypass Toll Feasibility Study

A proposed interlocal agreement between the Kansas Turnpike Authority, KDOT, County, Goddard and Maize will be brought to the Council for consideration. The purpose of the study is to determine if the N/W By-pass project could be funded, in part, as a toll road. The cost of the study is \$77,000. Maize share will be \$2,000.

4. Holidays/Employees Christmas Party

- Thanksgiving - November 28th & 29th
- Employees Christmas Party – December 13th @ 6pm
- Christmas – December 25th & 26th
- New Years - January 1st

5. Upcoming Meetings

- | | | |
|-----------------------------|------------------------|----------|
| • Wednesdays | Mayor's Weekly Meeting | @ 11am |
| • December 10 th | Park & Tree | @ 5:30pm |
| • December 16 th | Council | @ 7pm |