

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, DECEMBER 16, 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 Comments
- 6) Consent Agenda
  - a. Approval of Minutes – City Council Regular Meeting of November 18, 2019.
  - b. Receive and file minutes from the Park and Tree Board Meeting of September 10, 2019
  - c. Cash Disbursements from November 1, 2019 thru November 30, 2019 in the amount of \$384,022.93 (Check #69555 thru #69694).
  - d. Approval of Cereal Malt Beverage application from January 1, 2020 through December 31, 2020 for Kwik Shop.
- 7) Old Business

None
- 8) New Business
  - A. Eagles Nest 2<sup>nd</sup> Addition, Phase I: Storm Water, Water and Sewer Contract

9) Reports

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

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, November 18, 2019**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **November 18, 2019** in the Maize City Hall, 10100 Grady Avenue, with *Mayor Donna Clasen* presiding. Council members present were, *Pat Stivers, Karen Fitzmier, Alex McCreath,* and *Jennifer Herington*. *Kevin Reid* was absent.

Also present were: *Richard LaMunyon*, City Administrator; *Jolene Graham*, Deputy City Administrator; *Jocelyn Reid*, City Clerk; *Matt Jensby*, Police Chief; *Ron Smothers*, Public Works Director; *Kim Edgington*, Planning Administrator; *Mitch Walter*, Bond Counsel.

**APPROVAL OF AGENDA:**

The agenda was submitted for approval.

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

**PUBLIC HEARING-EVANS BUILDING IRB:**

*Mayor Clasen* opened the public hearing at 7:02 pm. Hearing no comments, the hearing was closed at 7:03 pm.

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including:

- 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

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

**EVANS BUILDING IRB ORDINANCE:**

An ordinance authorizing the issuance of industrial revenue bonds for Evans Building was submitted for Council approval.

**MOTION:** *Stivers* moved to adopt the ordinance authorizing the issuance of taxable Industrial Revenue Bonds Series 2019 in an amount not to exceed \$4,205,000.  
*McCreath* seconded. Motion declared carried.

*City Clerk assigned Ordinance #970.*

**GARVER ENGINEERING UTILITY EXPANSION AGREEMENT:**

A contract with Garver Engineering for a utility expansion study was submitted for Council approval.

**MOTION:** *Fitzmier* moved to approve the Garver Engineering contract for a utility expansion study in an amount not to exceed \$76,700 and authorize the Mayor to sign pending approval of the City Attorney as to form.  
*Herington* seconded. Motion declared carried.

**PERSONNEL POLICY REVISION:**

Revisions to the personnel policy's job descriptions, organization chart and pay scale were submitted as follows to the Council for approval:

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

**MOTION:** *Fitzmier* moved to approve the updates to the Personnel Policy.  
*Stivers* seconded Motion declared carried.

**NW BYPASS TOLL FEASIBILITY STUDY AGREEMENT:**

An agreement with the Kansas Turnpike Authority, KDOT, Sedgwick County and the City of Goddard for a NW Bypass toll feasibility study was submitted for Council approval.

**MOTION:** *Fitzmier* moved to approve the agreement for the NW Bypass Toll Feasibility Study Agreement in an amount not to exceed \$2,000 and authorize the Mayor to sign.  
*Herington* seconded. Motion declared carried.

**EXECUTIVE SESSION:**

*Mayor Clasen* requested to enter executive session for 20 minutes to discuss preliminary acquisition of land matters.

**MOTION:** *Stivers* moved to recess to an executive session pursuant to the exception relating to preliminary discussions concerning the acquisition of real property under the Kansas Open Meetings Act. The executive session is estimated to last 20 minutes returning to the open meeting at 9:00 pm.  
*Herington* seconded. Motion declared carried.

Council entered executive session at 8:40 pm and reconvened at 9:00 pm. No action was taken.

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:**

Jocelyn Reid, City Clerk

**MINUTES – REGULAR MEETING  
MAIZE PARK AND TREE BOARD  
TUESDAY, SEPTEMBER 10, 2019**

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

Also present was: *Richard LaMunyon*, City Administrator, *Ross Jensby*, Public Works and *Jolene Graham*, Executive Assistant

**APPROVAL OF AGENDA:**

The Agenda was submitted for Board approval.

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

**APPROVAL OF THE JULY 9, 2019 MINUTES:**

The Park and Tree Board Meeting Minutes of July 9, 2019 were submitted for approval.

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

**LAND AND WATER CONSERVATION FUND GRANT**

Staff updated the board on the Land and Water Conservation Fund Grant for an amphitheater at Maize City Park. The state committee is recommending our project for funding to the federal committee. If the application is approved at the federal level, the funding is “official” and will be available starting this fall. Update on the grant is to be provided to staff on November 4<sup>th</sup>, 2019. The grant match is provided for in the 2020 Budget. This was a discussion item only; no action was taken.

**Maize Fall Festival**

Agenda Item #6A was presented to the Park and Tree Board for approval. The agenda item included Park and Tree Board participation in the 2019 Fall Festival with a booth and \$500 to fund a tree giveaway drawing.

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

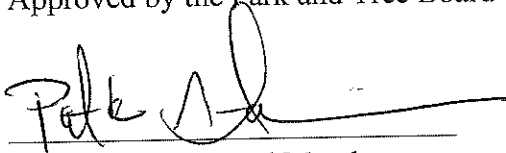
**ADJOURNMENT:**

With no further business before the Board:

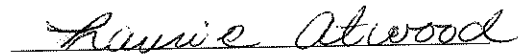
**MOTION:** *Atchison* motioned to adjourn.  
*Fulton* seconded. Motion declared carried.

Meeting adjourned at 6:07 pm

Approved by the Park and Tree Board on Dec 10<sup>th</sup> 2019.



Park and Tree Board Member



Recording Secretary

City of Maize						
Disbursement Report Totals						
Dates Covered: 11/01/2019 - 11/30/2019						
<b>Accounts Payable:</b>						
Voucher Date	Voucher Amt	Check Date	Check Amount	Check Numbers Begin	Check Numbers End	
1-Nov	\$ 11,082.92	1-Nov	\$ 11,082.92	69555	69557	Utilities
1-Nov	141,884.75	1-Nov	141,884.75	69558	69612	
1-Nov	8,902.05	1-Nov	8,902.05	69613	69616	Housing Grants
4-Nov	648.56	4-Nov	648.56	69617	69617	Postage
7-Nov	7,551.84	7-Nov	7,551.84	69618	69623	Utilities
8-Nov	694.85	8-Nov	694.85	69624	69624	Postage
18-Nov	199,751.74	19-Nov	199,751.74	69632	69679	
21-Nov	2,170.10	21-Nov	2,170.10	69680	69682	Utilities
AP Total	\$ 170,070.12		\$ 170,070.12			
<b>Payroll:</b>						
Run Date	Earning History	Check Date	Check Amount	Check Numbers Begin	Check Numbers End	
5-Dec	\$ 159,617.24	14-Nov	\$ 96,616.95	69625	69631	
		27-Nov	117,335.86	69683	69694	
KPERS Employer Portion	12,855.80					
FICA Employer Portion	11,418.98					
Health/Dental Insurance (Employer Portion)	30,060.79					
PR Total	\$ 213,952.81		\$ 213,952.81			
	<b>AP</b>		\$ 170,070.12			
	<b>PR</b>		213,952.81			
	Total Disbursements		\$ 384,022.93			
	<b>Check Numbers used this period:</b>					
	<b>#69555 thru #69694</b>					

## CITY OF MAIZE

### Bank Reconciliation Report

For November 2019

#### Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 809,561.62	\$ 142,275.81	\$ 264,974.60	\$ 686,862.83
02	Street Fund	214,827.15	15,163.41	23,779.29	\$ 206,211.27
04	Capital Improvements Fund	322,680.84	32,814.95	91,270.53	264,225.26
05	Long-Term Projects	(181,258.17)	-	149,744.19	(331,002.36)
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	122,680.15	14,286.60	4,568.43	132,398.32
11	Police Training Fund	15,708.02	560.50	-	16,268.52
12	Municipal Court Fund	48,529.84	3,286.08	-	51,815.92
16	Bond & Interest Fund	(28,291.14)	71,266.87	-	42,975.73
19	Wastewater Reserve Fund	179,551.58	8,864.48	11,897.75	176,518.31
20	Wastewater Treatment Fund	1,127,506.66	82,598.89	64,445.70	1,145,659.85
21	Water Treatment Fund	1,282,252.28	100,757.39	67,218.72	1,315,790.95
22	Water Reserve Fund	228,722.81	3,000.00	-	231,722.81
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	4,341.19	-	178.06	4,163.13
38	Cafeteria Plan	5,633.16	4,000.62	6,083.32	3,550.46
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)
98	Maize Cemetery	136,265.37	2,200.66	8,406.79	130,059.24
<b>Totals All Fund</b>		<b>\$ 4,648,153.63</b>	<b>\$ 481,076.26</b>	<b>\$ 692,567.38</b>	<b>\$ 4,436,662.51</b>

#### Bank Accounts and Adjustments

Halstead Checking Account	\$ 522,420.93	\$ 386,024.18	\$ 619,927.84	\$ 288,517.27
Outstanding Items				\$ 827.94
Halstead Bank Money Market Account	4,012,291.40	4,966.66	-	4,017,258.06
Maize Cemetery Operations	136,265.37	2,200.66	8,406.79	130,059.24
<b>Totals All Banks</b>	<b>\$ 4,670,977.70</b>	<b>\$ 393,191.50</b>	<b>\$ 628,334.63</b>	<b>\$ 4,436,662.51</b>



**CITY OF MAIZE**  
**Cash and Budget Position**  
**Thru November 30, 2019**

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 809,561.62	\$ 142,275.81	\$ 264,974.60	\$ 686,862.83	\$ 4,052,763.00	\$ 4,003,330.10	\$ 3,565,047.23	\$ 487,715.77	12.03%
02	Street Fund	214,827.15	15,163.41	23,779.29	206,211.27	313,550.00	325,507.89	303,965.40	9,584.60	3.06%
04	Capital Improvements Fund	322,680.84	32,814.95	91,270.53	264,225.26	600,115.00	373,039.53	388,017.67	212,097.33	35.34%
05	Long-Term Projects	(181,258.17)	-	149,744.19	(331,002.36)	-	2,401,784.00	2,006,941.04		
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00		-	-		
10	Equipment Reserve	122,680.15	14,286.60	4,568.43	132,398.32	169,500.00	158,204.88	138,736.32	56,172.18	33.14%
11	Police Training Fund	15,708.02	560.50	-	16,268.52	3,000.00	5,717.96	2,505.53	494.47	16.48%
12	Municipal Court Fund	48,529.84	3,286.08	-	51,815.92	-	28,920.87	22,687.74		
16	Bond & Interest Fund	(28,291.14)	71,266.87	-	42,975.73	2,579,232.00	2,385,112.64	2,468,636.79	110,595.21	4.29%
19	Wastewater Reserve Fund	179,551.58	8,864.48	11,897.75	176,518.31	142,773.00	99,149.10	170,430.82	(27,657.82)	
20	Wastewater Treatment Fund	1,127,506.66	82,598.89	64,445.70	1,145,659.85	892,000.00	979,320.57	832,663.19	59,336.81	6.65%
21	Water Fund	1,282,252.28	100,757.39	67,218.72	1,315,790.95	948,000.00	1,174,361.78	818,581.92	129,418.08	13.65%
22	Water Reserve Fund	228,722.81	3,000.00	-	231,722.81	-	33,000.00	-		
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	4,341.19	-	178.06	4,163.13	-	2,297.06	538.50		
38	Cafeteria Plan	5,633.16	4,000.62	6,083.32	3,550.46	-	23,925.55	27,085.29		
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)		-	-		
98	Maize Cemetery	136,265.37	2,200.66	8,406.79	130,059.24	127,643.00	80,546.88	56,347.57	71,295.43	55.86%
<b>Report Totals</b>		<b>\$ 4,648,153.63</b>	<b>\$ 481,076.26</b>	<b>\$ 692,567.38</b>	<b>\$ 4,436,662.51</b>	<b>\$ 9,828,576.00</b>	<b>\$ 12,074,218.81</b>	<b>\$ 10,802,185.01</b>	<b>\$ 1,109,052.06</b>	<b>11.28%</b>

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, DECEMBER 16, 2019**

**AGENDA ITEM #8A**

**ITEM:       Eagles Nest 2<sup>nd</sup> Addition Phase 1 Storm Water Drain, Water and Sewer Bids and Contract**

**BACKGROUND:**

On November 11, 2019, bids were received for Eagles Nest 2<sup>nd</sup> Addition Phase 1 storm water drain, water and sanitary sewer improvements.

Mies Construction submitted the low total bid of \$801,367.70.

- \$471,871.40 for storm water drain
- \$ 81,829.00 for water distribution
- \$206,607.30 for sanitary sewer

The engineer's estimates are \$536,193 for storm water drain, \$107,162 for water and \$300,020 for sanitary sewer (\$943,375 total).

The City Engineer has confirmed the bids.

A bid tabulation sheet is attached.

**FINANCIAL CONSIDERATIONS:**

Eagles Nest 2<sup>nd</sup> Addition Phase 1 will be included in the revised 2019 project funding plan.

**LEGAL CONSIDERATIONS:**

The City Attorney is reviewing the contract as to form.

**RECOMMENDATION:**

Accept the low bid and approve the construction agreement with Mies Construction in a total amount not to exceed \$801,367.70 and authorize the Mayor to sign subject to approval by the City Attorney.

## CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Mies Construction, Inc., whose principal office is at 1919 Southwest Blvd, Wichita, KS 67213 (hereinafter the "Contractor").

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

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

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

Sanitary Sewer Improvements, Water Distribution System and Stormwater Drain Improvements to serve Eagles Nest 2nd Addition - Phase 1, Maize, Kansas

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

**SECTION 4. Contract Time.** (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within Eighty (80) work days after the Notice to Proceed is issued.

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

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

**BASE BID PART A SANITARY SEWER IMPROVEMENTS**

1	SS Pipe 8"	1,270	L.F.	\$ 16.00	\$ 20,320.00
2	SS Pipe 10"	2,900	L.F.	\$ 19.00	\$ 55,100.00
3	Manhole, Standard	19	Ea.	\$ 3,365.00	\$ 63,935.00
4	Manhole, Outside Drop	2	Ea.	\$ 4,110.00	\$ 8,220.00
5	Stub, SS w/ Riser(4")	13	Ea.	\$ 260.00	\$ 3,380.00
6	Stub, SS (10")	4	Ea.	\$ 310.00	\$ 1,240.00
7	Stub, SS (8")	1	Ea.	\$ 195.00	\$ 195.00
8	Air Testing, SS Pipe	4,170	L.F.	\$ 1.00	\$ 4,170.00
9	MH, Joint Wrap	130	L.F.	\$ 0.01	\$ 1.30
10	Riser Pipe Assembly (4")	12	Ea.	\$ 685.00	\$ 8,220.00
11	Flowable Fill	187	L.F.	\$ 74.00	\$ 13,838.00
12	Sand Fill, Flushed and Vibrated	1,073	L.F.	\$ 26.00	\$ 27,898.00
13	Erosion Control	1	L.S.	\$ 25.00	\$ 25.00
14	Project Seeding	1	L.S.	\$ 25.00	\$ 25.00
15	Site Clearing & Restoration	1	L.S.	\$ 100.00	\$ 100.00

**Subtotal Sanitary Sewer Improvements**      \$ 206,667.30

**BASE BID PART B STORMWATER DRAIN IMPROVEMENTS**

1	SWS Pipe RCP 15"	1,916	L.F.	\$ 31.00	\$ 59,396.00
2	SWS Pipe RCP 18"	366	L.F.	\$ 38.00	\$ 13,908.00
3	SWS Pipe RCP 24"	175	L.F.	\$ 48.00	\$ 8,400.00
4	SWS Pipe RCP 30"	169	L.F.	\$ 65.00	\$ 10,985.00
5	SWS Pipe RCP 48"	160	L.F.	\$ 156.00	\$ 24,960.00
6	End Section, 48"	2	Ea.	\$ 2,360.00	\$ 4,720.00
7	End Section, 30"	2	Ea.	\$ 1,730.00	\$ 3,460.00
8	End Section, 15"	2	Ea.	\$ 1,485.00	\$ 2,970.00
9	Inlet, Curb 1A (L=10' W=3')	10	Ea.	\$ 4,885.00	\$ 48,850.00
10	Inlet, Backyard	9	Ea.	\$ 2,175.00	\$ 19,575.00
11	Inlet, Backyard (5' Dia.)	2	Ea.	\$ 2,650.00	\$ 5,300.00
12	Rip Rap, Heavy Stone	89	S.Y.	\$ 60.00	\$ 5,340.00
13	Rip Rap, Light Stone	143	S.Y.	\$ 29.10	\$ 4,161.30
14	6" D-50 Stone	1,275	S.Y.	\$ 21.30	\$ 27,157.50
15	Sand Fill, Flushed and Vibrated	188	L.F.	\$ 15.00	\$ 2,820.00
16	Excavation	66,539	C.Y.	\$ 2.40	\$159,693.50
17	Testing	1	L.S.	\$ 2,300.00	\$ 2,300.00
18	Grading, Mass	1	L.S.	\$ 13,445.00	\$ 13,445.00
19	Reinforced Concrete Weir	1	L.S.	\$ 7,415.00	\$ 7,415.00
20	Erosion Control	1	L.S.	\$ 14,000.00	\$ 14,000.00
21	Project Seeding	1	L.S.	\$ 22,000.00	\$ 22,000.00
22	Temporary Project Seeding	1	L.S.	\$ 100.00	\$ 100.00
23	Site Clearing & Restoration	1	L.S.	\$ 10,915.00	\$ 10,915.00

**Subtotal Stormwater Drain Improvements**      \$ 471,871.40

**BASE BID PART C WATER DISTRIBUTION SYSTEM**

1	WL Pipe 8"	3,094	L.F.	\$ 17.00	\$ 52,598.00
2	WL Pipe 8", DICL	8	L.F.	\$ 77.00	\$ 616.00
3	Valve Assembly 8" (Gate)	4	Ea.	\$ 1,050.00	\$ 4,200.00
4	Valve Assembly 8", Anchored (Special)	2	Ea.	\$ 1,200.00	\$ 2,400.00
5	Fire Hydrant Assembly	4	Ea.	\$ 3,715.00	\$ 14,860.00
6	Valve Assembly, Blowoff	2	Ea.	\$ 750.00	\$ 1,500.00
7	Tapping Valve Assembly	1	Ea.	\$ 5,505.00	\$ 5,505.00
8	Erosion Control	1	L.S.	\$ 25.00	\$ 25.00
9	Project Seeding	1	L.S.	\$ 25.00	\$ 25.00
10	Site Clearing & Restoration	1	L.F.	\$ 100.00	\$ 100.00

**Subtotal Water Distribution System** \$ 81,829.00

**TOTAL BASE BID (PARTS A, B & C)** \$ 760,367.70

**ADD ALTERNATE #1 WATER DISTRIBUTION SYSTEM**

1	Service Lines, Long (1")	10	Ea.	\$ 1,300.00	\$ 13,000.00
2	Service Lines, Short (1")	28	Ea.	\$ 1,000.00	\$ 28,000.00

**Subtotal Add Alternate #1 Water Distribution System** \$ 41,000.00

**TOTAL BID WITH ADD ALTERNATE #1** \$ 801,367.70

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

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of \_\_\_\_\_

Dollars and \_\_\_\_\_ (\$ \_\_\_\_\_), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ (\$ \_\_\_\_\_), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The City's representative is:

Richard LaMunyon, City Administrator  
City of Maize, Kansas  
10100 Grady Ave.  
Maize, Kansas 67101

(f) The Contractor's representative is:

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

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

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


ATTEST:

CITY OF MAIZE, KANSAS

\_\_\_\_\_  
JOCELYN REID, City Clerk

\_\_\_\_\_  
DONNA CLASEN, Mayor

ATTEST (Contractor):

  
\_\_\_\_\_  
Name: Mies Construction  
Agent, Earl Mies, President

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# December 2019



## Monthly Council Report

### Department Highlights

- ◆ All Departmental functions and activities are normal.
- The department is organizing our first annual Polar Plunge to benefit Special Olympics of Kansas. The plunge will take place February 29th, 2020 and will be held at Mystic Lakes near the boat ramp. Our SRO's are working to create competition between clubs within both schools. If you would like to Plunge, pledge or just watch, please let me know and I'll get you the details. It's my understanding our Officers are forming a team. (I will not be on it!)
- Our Thanksgiving dinner drive was a success. We are now working to assist families during Christmas. If you would like to donate please ask me how.
- The past month has been busy organizing the protests scheduled for December 11th at Maize High school. Westboro Baptist church out of Topeka will protest for 30 minuets. A counter protest group out of Denver, Colorado is also scheduled to protest at the same time.

**Budget status: 80/100%**

**Major purchases: None**

#### Current Staff Levels.

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

#### Monthly Activities

November Police Reports - **852**  
November calls for service - **551**

#### Community Policing:

Working on Christmas food baskets.

## PUBLIC WORKS REPORT 12-9-19

### Regular Work

- Graded the gravel streets again several times this past month.
- Picked up 4 locations for brush this month. 10 loads brought in on brush day.
- Had Over 120 locates this month.
- Shut off 8 water meters on shut off day.
- Helped Sue and Laurie pass out and deliver many commodities this past month. Seems like there is a lot more food to distribute now than in the past.

### Special Projects

- We cleaned out the concrete flume on Maize Road from Woodards to south of 31<sup>st</sup>. This is something we do each year.
- Fixed the water leak at Plantation and Laramie. Same issue as most all the others have been, a crack in the weld of the polyethylene pipe at a joint.
- The sidewalk along 45<sup>th</sup> is now completely done and it looks great. The little bridge at the west end took quite a bit of ingenuity to achieve but it looks great. We are in the process of raking and seeding it. We also were able to get a new drive approach for our Meadows Lift Station included in the sidewalk work, so it worked out well for everyone. This was all done for the price Andale Paving gave us last year. A great big Thank You is in order for Andale Paving and Pete Molitor in particular.
- We ordered the GMC ¾ ton pick-up truck identified in the 2020 budget. We did obtain three bids and went with the best option in terms value for cost, which was Donovan GMC. The cost is \$36,609, which is under the \$40,000 budgeted amount.
- The new storage building and directory building is complete now at the cemetery.
- Installed the rest of the asphalt chips on 61<sup>st</sup>, and had Pro-Seal put rejuvenating oil on it this past Saturday to try to get it to seal and make a better road than just a gravel. We did the east end earlier this year and it seems to be doing quite well.

  
Ron Smothers

Public Works Director

**PLANNING ADMINISTRATOR'S  
REPORT**

**DATE:** December 16, 2019

**TO:** Maize City Council

**FROM:** Kim Edgington, Planning Administrator

**RE:** Regular December 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. Zone change on the west side of 119<sup>th</sup> Street between 29<sup>th</sup> & 37<sup>th</sup> – 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.
3. Woodard Addition – a 121 lot, 67 acre single-family residential plat at the southeast corner of 45<sup>th</sup> and Maize Road. Planning Commission will review the preliminary plat on January 2, 2020.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report  
REGULAR COUNCIL MEETING  
December 16, 2019**

Year to date status (Through 11/30/19):

<b>General Fund –</b>			
	Budget	YTD	
Rev.	\$3,926,887	\$4,003,330	101.95%
Exp.	\$4,052,763	\$3,565,047	87.97%
<b>Streets –</b>			
Rev.	\$ 323,270	\$ 325,508	100.69%
Exp.	\$ 313,550	\$ 303,965	96.94%
<b>Wastewater Fund-</b>			
Rev.	\$ 892,000	\$ 979,321	109.79%
Exp.	\$ 892,000	\$ 832,663	93.35%
<b>Water Fund-</b>			
Rev.	\$ 948,000	\$1,174,362	123.88%
Exp.	\$ 948,000	\$ 818,582	86.35%

**Health & Dental Benefits**

Per Council's request, here are the 2019 numbers (through 11/30/2019) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	<b>\$318,653.98</b>	<b>\$ 79,664.37</b>	<b>\$398,318.35</b>
Dental:	<b>19,084.76</b>	<b>4,772.14</b>	<b>23,856.90</b>
Life:	<b><u>11,833.03</u></b>	<b><u>0</u></b>	<b><u>11,833.03</u></b>
	<b>\$349,571.77</b>	<b>\$ 84,436.51</b>	<b>\$434,008.28</b>

**CIP 2019 (As of 11/30/2019)**

<u>Detail</u>	<u>Reason</u>	<u>November Revenue</u>	<u>November 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	1,564.95		10,000.00	29,269.53
Other Revenues		-			20.00
Transfers		31,250.00		400,000.00	343,750.00
Total Revenues		<u>32,814.95</u>		<u>410,000.00</u>	<u>373,039.53</u>
<b>Total Resources</b>					<b><u><u>652,242.93</u></u></b>
Street Improvements		-	-	30,000.00	285,352.94
Sidewalk/Bike Paths			91,270.53	100,000.00	92,664.73
Park Improvements		-	-	200,115.00	10,000.00
Other Capital Costs		-	-	-	-
Total Expenditures		-	<u>91,270.53</u>	<u>330,115.00</u>	<u>388,017.67</u>
Cash Balance - 11/30/2019					<b><u><u>\$ 264,225.26</u></u></b>

**Equipment Reserve 2019 (As of 11/30/19)**

<u>Detail</u>	<u>Reason</u>	<u>November Revenue</u>	<u>November Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 112,929.76
Interest	From Bank Accounts	136.60		2,500.00	2,538.21
Reimbursements	From Insurance				(0.34)
Transfers	From General Fund	14,150.00		169,800.00	155,667.01
Total Revenues		\$ 14,286.60		\$ 172,300.00	\$ 158,204.88
<b>Total Resources</b>					<b>\$ 271,134.64</b>
Trucks/Heavy Equipment			\$ 1,220.00	\$ 40,500.00	\$ 36,654.30
Computers		-	670.00	50,000.00	12,159.77
Police Department Expenses		-	2,678.43	60,000.00	39,002.25
Police Department Tech Expenses			-	51,000.00	50,920.00
Total Expenditures			\$ 4,568.43	\$ 201,500.00	\$ 138,736.32
Cash Balance - 11/30/19					<b>\$ 132,398.32</b>

CITY OF MAIZE/REC COMMISSION  
 SHARED COSTS FOR CITY HALL COMPLEX  
 THRU 11/30/2019

	MONTHLY BILL	CITY PORTION	REC PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	REC PORTION YEAR TO DATE	PERCENT OR FLAT RATE
Phone	\$769.95	\$669.86	\$100.09	\$8,069.45	\$7,368.46	\$1,100.99	Flat - based on number of lines
Internet	750.51	675.46	75.05	8,255.61	7,430.06	825.55	Flat - \$75.05/month
Gas	468.34	258.06	210.28	4,897.55	2,698.55	2,199.00	44.90%
Electric	2,656.85	1,463.92	1,192.93	25,147.01	13,856.00	11,291.01	44.90%
Janitor	1,923.30	1,059.74	863.56	20,990.60	11,565.82	9,424.78	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	99.18	54.65	44.53	1,051.56	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	3,300.00	3,025.00	275.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
<b>Total</b>	<b>\$6,968.13</b>	<b>\$4,456.69</b>	<b>\$2,511.44</b>	<b>\$71,711.78</b>	<b>\$46,378.73</b>	<b>\$25,588.48</b>	

Shared Costs for City Hall  
 Updated 12/9/2019



**DATE:** December 11, 2019  
**TO:** Maize City Council  
**FROM:** Sue Villarreal - Jolene Graham – Richard LaMunyon  
**RE:** December Operations Report

### 1. Pending Council Items

- Kelsey Zone Change (*Planning Jan 2<sup>th</sup>*) (Jan)
- Benefit Fee Ordinance (Jan)
  - *Under Discussion with Tom/Mitch*
    - ✓ *Sewer 6.2 cents - Water 4.4 cents*
    - ✓ *Notify engineers/Developers*
- Eagles Nest II – Phase 1 (streets) (Jan)
- 2020 Master Park Plan Updates (Jan)
- Wastewater Plant Phase 2a 1<sup>st</sup> quarter 2020

### 2. 2019 Year-end Budget Analysis

The final 2019 meeting of the Budget Management Team is scheduled for December 19<sup>th</sup>. A general overview and discussion of 2020 budget, as well, as a review of the 2019 budget is scheduled. The City will end the year within budget and above revenue projections. It has been a very good year from a “budget management” perspective.

### 3. Personnel

- Steve Anderson (City Engineer)
  - *Officially joined our employee team on Monday, January 9<sup>th</sup>*
  - *Welcome Steve!*
- Nick Vestering
  - *Received his Bachelor’s degree in Business Administration from WSU*
  - *Congratulations Nick!*

### 4. Holidays/Employees Christmas Party

- Employees Christmas Party – December 13<sup>th</sup> @ 6pm
- Christmas – December 25<sup>th</sup> & 26<sup>th</sup>
- New Years - January 1<sup>st</sup>



## 5. Upcoming Meetings

- Wednesdays            Mayor's Weekly Meeting    @ 11am
  - *No meetings on December 25<sup>th</sup> & January 1<sup>st</sup>*
- December 16<sup>th</sup>            Council                            @ 7pm
- January 2<sup>nd</sup>                Planning                         @ 7pm
- January 14<sup>th</sup>              Park & Tree                    @ 5:30pm
- January 20<sup>th</sup>              Council                            @ 7pm