

## AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of May, 2015, by and between Sedgwick County, Kansas, hereinafter referred to as "County", the City of Maize, Kansas, hereinafter referred to as "Maize" and the City of Wichita, Kansas, hereinafter referred to as "Wichita".

WITNESSETH:

WHEREAS, County, Maize and Wichita are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, the parties desire to make certain improvements to 37th St. North between Maize Road and 119<sup>th</sup> Street West; and

WHEREAS, Maize and Wichita desire that County construct the portions of said improvements that lie within the corporate limits of Maize and Wichita; and

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. The purpose of this Agreement is to provide for the construction, financing and maintenance of super slurry base stabilization, a chip seal surface, high density mineral bond seal and painted traffic markings on the unpaved portions of 37<sup>th</sup> St. North between Maize Road and 119<sup>th</sup> St. West, a portion of which is inside of the corporate limits of Maize and Wichita.
2. County will contract for super slurry base stabilization, high density mineral bond overlay and painted traffic markings and will construct a chip seal surface with county forces and materials. County shall have final authority in regard to the completion of the improvements and County shall be responsible for all legal and engineering matters concerning the completion of the Improvements.
3. Costs of the project shall be paid as follows based on actual costs: Maize and Wichita shall share the cost of the super slurry base stabilization equally; County shall pay all direct and indirect costs for the chip seal, high density mineral bond, painted traffic markings and signage. Maize's share is estimated to be \$75,000.00, Wichita's share is estimated to be \$75,000.00 and County's share is estimated to be \$75,000.
4. Upon completion of construction, Maize agrees to maintain 37<sup>th</sup> St. North from a point 275 feet west of the east line of Section 30, T26S, R1W (where the section line is the approximate location of the center of Maize Road) to 119<sup>th</sup> St. West.
5. Upon completion of construction, Wichita agrees to maintain the immediate intersection of 37<sup>th</sup> St. North and Maize Road beginning at a point 275 feet west of the east line of Section 30, T26S, R1W.

6. Maize and Wichita agree to complete annexation of 37<sup>th</sup> Street North between Maize Road and 119<sup>th</sup> Street at such time as they are legally eligible to complete annexation.
7. County shall notify Maize and Wichita when construction of the high density mineral bond and pavement markings have been completed at which time Maize and Wichita shall accept the improvements and shall thereafter assume all liability for maintenance and repair. The agreement of Maize and Wichita for maintenance and repair of the improvements shall survive the termination of this Agreement.
8. The duration of this Agreement is until the date that notice of completion of the improvements has been provided by County to Maize and Wichita.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

THE CITY OF MAIZE, KANSAS

\_\_\_\_\_  
RICHARD RANZAU,  
Chairman, Fourth District

\_\_\_\_\_  
CLAIR DONNELLY  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD,  
County Clerk

\_\_\_\_\_  
Jocelyn Reid, CMC, City Clerk

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
JEFF LONGWELL,  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved As To Form  
\_\_\_\_\_  
City Clerk