

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

AMENDED

TIME: 7:00 P.M.
DATE: MONDAY, NOVEMBER 17, 2014
PLACE: MAIZE CITY HALL
10100 GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 5A) American Public Works Association Award Presentation – Brett Letkowski
- 5B) Public Hearing Regarding the 2014 Budget Amendment
- 6) Consent Agenda
 - A. Approval of Minutes –Regular Council Meeting of October 20, 2014.
 - B. Receive and file minutes from the Planning Commission meeting of October 2, 2014.
 - C. Cash Disbursements from October 1, 2014 to October 31, 2014 in the amount of \$412,689.45 (Check #59385 thru #59538).
 - D. Zoning Extension Veranda Addition (119th and 37th)
 - E. Approval of Busby, Ford & Reimer LLC engagement letter of auditing service for year ending December 31, 2014 in the amount of \$15,000.
- 7) Old Business
 - A. Reiloy Westland IRB Amending Resolution
 - B. Maize Road GO Bonds Bids/Sale
 - C. Employee Pay Plan Revision
 - D. Mobile Home Ordinance
 - E. Amended 2014 Budget
 - F. Abengoa BioEnergy Corporation Wastewater Processing Agreement
- 8) New Business
 - A. Maize Industrial Park Water & Sewer Petitions and Resolutions of Advisability
 - B. Series A 2015 GO Bonds - Proposed Special Assessments
 - C. McCullough Excavation Inc. Construction Agreement

**MAIZE CITY COUNCIL
REGULAR MEETING
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- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Mayor's Report
 - Council Member's Reports
- 10) Executive Session
- 11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, October 20, 2014**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **October 20, 2014** in the Maize City Hall, 10100 Grady Avenue, with *Mayor Clair Donnelly* presiding. Council members present were *Karen Fitzmier, Pat Stivers, Donna Clasen*, and *Alex McCreath*. *Kevin Reid* was absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of September 15, 2014, the Planning Commission minutes of September 4, 2014, the Park & Tree Board minutes of September 9, 2014 for receipt and file and the Cash Disbursement Report from September 1, 2014 through September 30, 2014 in the amount of \$637,554.12 (Check #59259 through #59384).

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

MAIZE ROAD REVENUE BONDS BIDS AND SALE:

Ordinances and resolutions authorizing the issuance of wastewater and water revenue bonds for the Maize Road Project were submitted for Council approval.

Wastewater Revenue Bonds:

MOTION: *Clasen* moved to accept the low bid of 3.57% from Cooper Malone, approve the ordinance authorizing and providing for the issuance of wastewater revenue bonds in the amount of \$995,000 and approve the resolution prescribing the form and details of the bonds.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Resolution #560-14 and Ordinance #887.

Water Revenue Bonds:

MOTION: *Clasen* moved to accept the low bid of 3.75% from Cooper Malone, approve the ordinance authorizing and providing for the issuance of water revenue bonds in the amount of \$285,000 and approve the resolution prescribing the form and details of the bonds.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #561-14 and Ordinance #888.

MAIZE ROAD GO BONDS:

A resolution authorizing the sale of GO Bonds for the Maize Road Project was submitted for Council approval.

MOTION: *Clasen* moved to approve the sale resolution for the GO Bonds Series 2014 in the amount of \$2,990,000.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #562-14.

2014 BUDGET AMENDMENT:

Staff recommended an amendment to the 2014 budget to reflect additional expenditures in the wastewater fund.

MOTION: *Fitzmier* moved to approve the recommendation to amend the 2014 budget, set the public hearing for 7:00 pm on November 17, 2014 and publish in *The Clarion*.
Stivers seconded. Motion declared carried.

ZONING CASE #Z-03-014:

An ordinance for a zone change from SF-5 Single Family Residential to LI Limited Industrial for property located at the northwest corner of 53rd Street North and 119th Street West was submitted for Council approval.

MOTION: *Stivers* moved to approve the ordinance for a zone change for the property located at the northwest corner of 53rd and 119th Street (former Weninger property).
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #889.

MAIZE INDUSTRIAL ADDITION PLAT:

A one-step final plat for the Maize Industrial Addition was submitted for Council approval.

MOTION: *Clasen* moved to accept the accept the Maize Industrial Addition one-step final plat with accompanying dedications with plat to be filed with the County Register of Deeds.
McCreath seconded. Motion declared carried.

ECONOMIC DEVELOPMENT INCENTIVE PLANS EXTENSION:

A recommendation to modify the tax incentive plan was submitted for Council approval.

MOTION: *Clasen* moved to approve modifying the tax incentive plan as follows:

- The current 10-year housing tax incentive plan will be modified to a 5-year plan with 100% tax grant for Years 1-3, 75% in Year 4 and 50% in Year 5.
- The plan will be effective form January 1, 2015 through December 31, 2017 and reviewed by the Council every 6 months and subject to modification if conditions require.
- Exceptions to the 5-year plan will be allowed for any landowners who consent to be annexed to the City by March 31, 2014 and plat and/or begin development by December 31, 2017.
- The current 3-year commercial plan will be extended through December 31, 2017 and reviewed by the Council every 6 months and subject to modification if conditions require.

Fitzmier seconded. Motion declared carried.

ORGANIZATIONAL CHART AMENDMENT:

An amended organizational chart was submitted to Council for approval.

MOTION: *Clasen* moved to approve the following changes to the Organizational Chart:

Public Works:

- Remove one part-time seasonal worker
- Add one full-time Maintenance Worker I

Police Department:

- Remove two part-time patrol officers
- Add one full-time patrol officer

McCreath seconded. Motion declared carried.

2015 PAY PLAN ADJUSTMENT:

A revised employee pay plan was submitted for Council approval.

MOTION: *Clasen* moved to postpone action on the 2015 Pay Plan.
Stivers seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

MOTION: *Clasen* 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, OCTOBER 2, 2014**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, October 2, 2014, for a Regular Meeting with *Gary Kirk* presiding. The following Planning Commission members were present: *Mike Burks, Bryant Wilks, Andy Sciolaro, Gary Kirk, Gerald Woodard, Bryan Aubuchon* and *Jennifer Herington*. All Planning Commissioners were present.

Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer and *Kirk Miller*, KE Miller Engineering.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: *Burks* moved to approve the September 4, 2014 minutes as presented:
Wilks seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

S/D -02-014 – One-step final plat for approximately 27 acres at the northwest corner of 53rd Street North and 119th Street West.

Miller was present to answer questions from the commissioners.

MOTION: *Sciolaro* moved to approve S/D-02-014 One-step final plat for approximately 27 acres at the northwest corner of 53rd Street North and 119th Street West subject to the conditions and modifications as set forth in the staff report and subject to the following conditions:

- (1) Remove the word complete from plat.
- (2) Label the pin on the northwest corner.
- (3) Show access points for lot 3.
- (4) Show two access points on 53rd and 2 access points on 119th
- (5) Change in ownership needs to be reflected on the plat.

Burks seconded the motion.

Kirk requested a roll call vote with the following results:

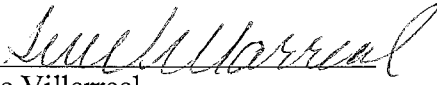
- Burks* - yes
- Wilks* - yes
- Sciolaro* - yes
- Kirk* - yes
- Woodard* - yes
- Aubuchon* - yes
- Herington* - yes

Motion carried.


ADJOURNMENT:

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

Meeting adjourned at 7:42 PM.



Sue Villarreal
Recording Secretary



Gary Kirk
Chairman

City of Maize						
Disbursement Report Totals						
Dates Covered: 10/01/2014 - 10/31/2014						
Accounts Payable:						
Voucher Date	Voucher Amt	Check Date	Check Amount	Check Numbers Begin	Check Numbers End	
1-Oct	925.92	1-Oct	925.92	59385	59388	Utilities
2-Oct	\$ 484.34	2-Oct	\$ 484.34	59389	59389	Postage-Highlights
2-Oct	517.50	2-Oct	517.50	59390	59390	Postage-Utility Bills
6-Oct	204.40	6-Oct	204.40	59391	59391	Catering-Workshop
9-Oct	16,342.63	9-Oct	16,342.63	59408	59415	Utilities
9-Oct	30,468.99	10-Oct	30,468.99	59416	59469	
15-Oct	194.76	15-Oct	194.76	59470	59471	Utilities
23-Oct	220,943.74	27-Oct	220,943.74	59490	59531	
29-Oct	872.19	29-Oct	872.19	59532	59538	Utilities
AP Total	\$ 270,954.47		\$ 270,954.47			
Payroll:						
Run Date	Earning History	Check Date	Check Amount	Check Numbers Begin	Check Numbers End	
11-Nov	\$ 107,620.20	7-Oct	\$ 62,732.54	59392	59407	
		21-Oct	79,002.44	59472	59489	
KPERS Employer Portion	8,599.94					
FICA Employer Portion	7,784.60					
Health/Dental Insurance (Employer Portion)	17,730.24					
PR Total	\$ 141,734.98		\$ 141,734.98			
AP			\$ 270,954.47			
PR			141,734.98			
Total Disbursements			\$ 412,689.45			
Check Numbers used this period:						
#59385 thru #59538						

Expenditure Report Reconciliation 111114

11/12/2014

J Reid

CITY OF MAIZE

Bank Reconciliation Report For October 2014

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,117,224.82	\$ 142,171.21	\$ 246,748.26	\$ 1,012,647.77
02	Street Fund	94,010.92	49,336.04	12,374.28	130,972.68
04	Capital Improvements Fund	343,825.01	16,890.24	5,600.00	355,115.25
05	Long-Term Projects	(144,319.75)		117,795.84	(262,115.59)
10	Equipment Reserve Fund	63,383.75	12,519.52	(150.50)	76,053.77
11	Police Training Fund	1,808.00	216.00	278.56	1,745.44
12	Municipal Court Fund	9,400.46	811.77	4,111.34	6,100.89
16	Bond & Interest Fund	335,143.70	65,594.35	-	400,738.05
19	Wastewater Reserve Fund	170,126.74	3,928.92	11,291.25	162,764.41
20	Wastewater Treatment Fund	459,317.52	81,571.12	53,350.63	487,538.01
21	Water Fund	376,467.12	63,066.67	51,418.93	388,114.86
22	Water Reserve Fund	68,148.81	3,000.00	-	71,148.81
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Drug Tax Distribution Fund	4,603.57	3,500.00	4,265.00	3,838.57
38	Cafeteria Plan	1,093.34	1,230.18	1,243.00	1,080.52
40	Carlson Assessments Fund	38,770.21	-	-	38,770.21
47	53rd & Maize Road Expansion	91,662.42	35,410.00	-	127,072.42
61	Carriage Crossing VI	114,403.53	-	-	114,403.53
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37
76	Series 2013 B Refunding Bonds	463.25	-	-	463.25
98	Maize Cemetery	168,929.54	2,580.50	3,329.96	168,180.08
Totals All Fund		\$ 3,789,784.42	\$ 481,826.52	\$ 511,656.55	\$ 3,759,954.39

Bank Accounts and Adjustments

Emprise Bank/Halstead Checking Account	\$ 131,649.73	\$ 598,639.78	\$ 270,645.90	\$ 459,643.61
Outstanding Items				\$ (174,896.58)
Halstead Bank Money Market Account	3,506,325.18	702.10	200,000.00	3,307,027.28
Maize Cemetery CD 85071	90,704.16	46.10	-	90,750.26
Maize Cemetery Operations	78,225.38	2,534.40	3,329.96	77,429.82
Totals All Banks	\$ 3,806,904.45	\$ 601,922.38	\$ 473,975.86	\$ 3,759,954.39

CITY OF MAIZE

Cash and Budget Position
Thru October 31, 2014

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 1,117,224.82	\$ 142,171.21	\$ 246,748.26	\$ 1,012,647.77	\$ 3,030,450.00	\$ 2,535,463.03	\$ 2,129,235.00	\$ 901,215.00	29.74%
02	Street Fund	94,010.92	49,336.04	12,374.28	130,972.68	268,000.00	265,126.99	239,512.46	28,487.54	10.63%
04	Capital Improvements Fund	343,825.01	16,890.24	5,600.00	355,115.25	564,000.00	149,632.89	213,235.38	350,764.62	62.19%
5	Long-Term Projects	(144,319.75)	-	117,795.84	(262,115.59)	-	-	634,515.49		
10	Equipment Reserve	63,383.75	12,519.52	(150.50)	76,053.77	195,000.00	125,145.73	146,041.50	48,958.50	25.11%
11	Police Training Fund	1,808.00	216.00	278.56	1,745.44	10,000.00	2,188.00	6,348.90	3,651.10	36.51%
12	Municipal Court Fund	9,400.46	811.77	4,111.34	6,100.89	-	14,536.74	18,496.04		
16	Bond & Interest Fund	335,143.70	65,594.35	-	400,738.05	2,191,290.00	1,797,112.17	1,862,565.65	328,724.35	15.00%
19	Wastewater Reserve Fund	170,126.74	3,928.92	11,291.25	162,764.41	-	39,289.20	18,789.25		
20	Wastewater Treatment Fund	459,317.52	81,571.12	53,350.63	487,538.01	681,000.00	709,691.19	589,792.87	91,207.13	13.39%
21	Water Fund	376,467.12	63,066.67	51,418.93	388,114.86	749,600.00	670,654.75	606,497.75	143,102.25	19.09%
22	Water Reserve Fund	68,148.81	3,000.00	-	71,148.81	35,000.00	30,000.00	49,415.00	(14,415.00)	-41.19%
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	4,603.57	3,500.00	4,265.00	3,838.57	-	3,500.00	4,265.00		
38	Cafeteria Plan	1,093.34	1,230.18	1,243.00	1,080.52	-	10,326.40	9,646.51		
40	Carlson Assessments Fund	38,770.21	-	-	38,770.21	-	-	20,255.00		
47	53rd & Maize Road Expansion	91,662.42	35,410.00	-	127,072.42	-	55,766.32	34,987.02		
61	Carriage Crossing VI	114,403.53	-	-	114,403.53	-	-	119.34		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00	-	-	-		
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37	-	-	39.78		
76	Series 2013B Refunding Bonds	463.25	-	-	463.25	-	-	-		
98	Maize Cemetery	168,929.54	2,580.50	3,329.96	168,180.08	140,265.00	38,051.03	31,749.77	108,515.23	77.36%
Report Totals		\$ 3,789,784.42	\$ 481,826.52	\$ 511,656.55	\$ 3,759,954.39	\$ 7,864,605.00	\$ 6,446,484.44	\$ 6,615,507.71	\$ 1,990,210.72	25.31%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 17, 2014**

CONSENT AGENDA ITEM #6D

ITEM: Extension of time for required platting associated with Z-04-011

BACKGROUND: A Zone change request for approximately 40 acres of property 600 feet south of 37th Street on the west side of 119th Street was approved by the City Council at the end of 2011. The zoning was changed from SF-5 Single-Family Residential to MF-18 Multi-Family (36.7 acres) and LC Limited Commercial (3.7 acres). A condition of the zone change was that the property be platted within one year.

The applicant submitted a preliminary plat to the Planning Commission in July of 2012, which was unanimously approved. Following the initial preliminary plat submittal the applicant requested a 2-year extension for the platting requirement in 2012. They are requesting an additional 2-year extension due to the difficulty in finalizing development plans for the property.

All subsequent zoning cases that the Planning Commission and Council have approved have had a 2-5 year time period to complete the platting process. This shift was made due to some of the unknown market conditions and overall sluggish development sector.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATIONS: None

RECOMMENDATION/ACTION: Grant an additional two years for completion of platting for zone change case Z-04-011.



BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

November 10, 2014

**Mayor and 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, 2014**. 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, 2014**.

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 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-Agency Funds.

Audit Objective

The objective of our audit is the expression of an opinion 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 taken 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. 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.

Management Responsibilities

Management is responsible for the financial statement and all accompanying information as well as all representations contained therein. 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.

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 State 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 government 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 government 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 government 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 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. Your responsibilities include acknowledging to us in the management 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; 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

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 government.

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 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 or 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. 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 individuals, 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 the financial statement and related matters.

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 deficiencies in internal control. 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 and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

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 **\$15,000**. 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.

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.

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 17, 2014**

AGENDA ITEM # 7A

ITEM: Industrial Revenue Bonds Resolution

BACKGROUND:

On August 18, 2014, the Council adopted a resolution indicating the intent of the City to issue industrial revenue bonds in the approximate amount of \$3,000,000 to finance the project and approves a 100% ad valorem property tax abatement for ten years.

At the time of the action, the Reiloy Westland Corporation was going to construct a 45,000 sf manufacturing facility. Groundbreaking has taken place and the intent to move into the facility in summer of 2015.

The plans for the facility have changed and the size of the building has been increased to 55,000 sq ft. Thus, the request for an increase in the funding allowance.

Notice of the public hearing was published on November 6, 2014. A letter of the Public Hearing was sent the Sedgwick County Commissioners and USD 266 School Board.

The cost/benefit was prepared by Wichita State University and was completed on August 12, 2014. The Council received a copy of this at their August 2014 meeting..

The resolution for action today indicates the intent of the City to issue industrial revenue bonds in the approximate amount of \$4,000,000 to finance the project and approves a 100% ad valorem property tax abatement for ten years.

FINANCIAL CONSIDERATIONS:

The City would act as a conduit issuer of the proposed industrial revenue bonds and would have no financial obligation for payment of the bonds.

LEGAL CONSIDERATIONS:

Bond Counsel prepared the resolution and approves it as to form.

RECOMMENDATION/ACTION:

Approve the resolution to determine the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, and equipping a commercial facility in Maize.

RESOLUTION NO. ____ -14

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS AMENDING RESOLUTION NO. 557-14 DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A MANUFACTURING FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Maize, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Maize, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes; and

WHEREAS, pursuant to the Act and Resolution No. 577-14 of the Issuer adopted August 7, 2014, the governing body found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the approximate principal amount of \$3,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of land acquisition and the acquisition, construction and equipping of a manufacturing facility (the "Project") to be located in the Issuer; and

WHEREAS, the Project will be leased by the Issuer to 1735 S. Maize Road, LLC, a Kansas limited liability company (the "Tenant"), and the Tenant intends to lease all or a portion of the Project to Reiloy Westland Corporation (the "Company"); and

WHEREAS, due to projected increases in the construction costs of the Project, it is hereby found and determined to be necessary and advisable to amend Resolution No. 577-14 to increase the approximate principal amount of revenue bonds to be issued to \$4,000,000.

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

Section 1. **Amendment.** Section 2 of Resolution No. 577-14 is hereby amended to read as follows:

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount of \$4,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 2. **Property Tax Exemption.** The Issuer hereby ratifies and confirms its prior determination that pursuant to the provisions of K.S.A. 79-201a *Second* the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. In making such 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. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 3. **Repealer; Ratification.** Section 2 of Resolution No. 577-14 is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 4. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of Maize, Kansas on November 17, 2014.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on November 17, 2014, as the same appears of record in my office.

DATED: _____ 2014.

Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 17, 2014**

AGENDA ITEM #7B

**ITEM: MAIZE ROAD FINANCING
(GENERAL OBLIGATION BONDS)**

BACKGROUND:

At the previous meeting, the council authorized bids to be received for the city's General Obligation Bonds. These Bonds are to provide permanent financing for a portion of Maize Road Main Trafficway (in addition to the revenue bonds that were issued last month).

FINANCIAL CONSIDERATIONS:

Amount: \$2,895,000
Term: 20 years (final payment Oct. 1, 2034)
Callable: Oct. 1, 2019

The G.O. (general obligation) bonds are to be structured to take advantage of anticipated valuation growth in order to keep the mill levy rate lower in earlier years. Annual debt service amounts are estimated to grow at a rate of 5% per year. As the city's valuation grows, a steady mill levy would bring in more dollars to service the larger debt in later years. The bonds will be callable after 5 years. Not only will this allow savings due to refunding opportunities – but the debt service can be also be adjusted as the city continues to monitor its growth in valuation.

Bidders have until 11 AM, November 17, to submit bids. When all bids are received, the City's Financial Advisor (Larry Kleeman) will prepare a bid tab sheet for distribution to the Council Members at the meeting on Monday.

LEGAL CONSIDERATIONS:

Bond Counsel (Kim Bell) has prepared and approves the Bond Ordinance and Bond Resolution as to form. These documents provide for the issuance of, and prescribe the form and details of, the bonds.

Attached is a summary of the information included in the Bond Ordinance and Bond Resolution.

RECOMMENDATION/ACTION:

MOTION: Move to accept the low bid from _____.

MOTION: Approve Ordinance No. __ authorizing and providing for the issuance of the bonds.

MOTION: Approve Resolution No. __ prescribing the form and details of the bonds.

Reminder about State Law Debt Limit

State law limits most cities’ debt to 30% of their assessed valuation – but excludes some kinds of debt (such as utility debt for sewer, water, etc.). Of Maize’s \$22.09 million in debt (as of December 1), only about \$6.80 million applies toward the state law debt limit.

Assessed Tangible Valuation (2014)	\$34,285,824
Motor Vehicle Valuation (2013)	<u>4,929,223</u>
Total Valuation for computation of Bonded Indebtedness Limitations	\$39,215,047
Legal limitation of Bonded Debt (30%)	\$11,764,514
Applicable general obligation debt	<u>6,795,464</u>
Additional Debt Capacity	\$4,969,050

The City’s “applicable debt” (\$6,795,464) is 17.33% of its valuation – significantly below the 30% state-imposed debt limit.

General Obligation Bonds and Notes

The table below lists the City of Maize’s outstanding general obligation bonds and notes (anticipated as of December 1):

General Obligation Bonds

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series 2004	7/15/2004	9/1/2019	405,000	\$165,000
Series A, 2007	4/15/2007	10/1/2022	1,162,471	730,000
Series B, 2007	9/15/2007	9/1/2028	4,941,983	4,035,000
Series 2010	11/30/2010	9/1/2017	515,000	135,000
Series A, 2011	9/29/2011	10/1/2032	4,630,000	4,235,000
Series 2013A	3/28/2013	10/1/2033	3,840,000	3,720,000
Series 2013B	8/29/2013	9/1/2028	2,115,000	2,115,000
Series 2014A	11/26/2014	10/1/2034	2,990,000	<u>2,895,000</u>
				\$18,030,000

Temporary Notes

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series 2013A	3/28/2013	4/1/2015	4,020,000	2,970,000
Series 2013B	9/26/2013	10/1/2015	1,090,000	<u>1,090,000</u>
				\$4,060,000

“Debt to Valuation” Ratios

	<u>All G.O. Debt</u>	<u>Net of Self-Supporting Debt (excludes special assessed debt)</u>
Assessed Valuation (including motor vehicle valuation)	\$39,215,047	\$39,215,047
Population - 2013 Census Bureau Estimate	3,823	3,823
General Obligation Bonds and Notes ("G.O. Bonds")	\$22,090,000	\$4,390,385
G.O. Bonds Per Capita (or, "per resident")	\$5,778	\$1,148
Ratio of G.O. Bonds to Assessed Valuation	56.33%	11.20%

BOND ORDINANCE:

The Bond Ordinance authorizes the issuance of the Series 2014A Bonds for the purpose of providing funds to pay a portion of the costs of the Maize Road improvements, including retiring outstanding temporary financing and paying costs of issuance.

The Bond Ordinance also provides that the Series 2014A Bonds are general obligations of the City and the City Council shall annually levy and collect the necessary taxes upon all of the taxable tangible property within the City in sufficient amounts to pay debt service when due.

BOND RESOLUTION:

The Bond Resolution provides the detail regarding the amortization of the Series 2014A Bonds, the optional redemption provisions for the Series 2014A Bonds, and the flow of funds.

Article II sets forth the amortization schedule for the Series 2014A Bonds, including principal payment dates, principal amounts payable on each payment date, and rates of interest. It also approves the Preliminary Official Statement and the final Official Statement used in marketing the Series 2014A Bonds.

Article III provides that the Series 2014A Bonds will be subject to redemption and payment prior to their Stated Maturity on October 1, 2019 and thereafter and sets forth the mechanism for redemption.

Article IV again provides that the Series 2014A Bonds are general obligations of the City and the City Council will levy sufficient taxes to pay debt service when due.

Article V sets up the necessary funds for administration of the bond issue by the City, including the establishment of redemption funds, a debt service fund, a rebate fund, a costs of issuance account, and a compliance account. It also allocates the proceeds of the Series 2014A Bonds and other available funds of the City among the various funds and accounts.

The remainder of the Bond Resolution sets forth (i) the remedies bondholders would have upon an event of default by the City (Article VI), (ii) the method for paying off all outstanding Series 2014A Bonds (Article VII), (iii) the City's covenants to comply with the requirements of the federal tax code in connection with the Series 2014A Bonds, including calculation and payment of any rebate (Article VIII); and (iv) the City's covenant to comply with all continuing disclosure requirements required by SEC Rule 15c-2-12.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, November 17, 2014**

AGENDA ITEM #7C

ITEM: 2015 Employee Pay Plan Adjustment

BACKGROUND:

- The current pay plan was effective on January 1, 2011.
- As per city policy, the pay plan is due for review and discussion by the Council.
- A Council workshop was convened on October 6, 2014 to allow for Council discussion.
- At the conclusion of the workshop, the Council provided a consensus that the pay plan was to be maintained and that some adjustment was warranted.
- Staff was instructed to revise the pay plan based on council direction and bring it back for council consideration.
- A revised pay plan was prepared based on a 4% overall adjustment. (Attached)
- This adjustment is for the plan only and not for individual employees.
- The revised pay plan was presented to the Council for consideration on October 20, 2014.
- The Council voted to postpone action on the pay plan.
- The revised pay plan is scheduled for Council consideration at their November 17, 2014 meeting.

FINANCIAL CONSIDERATIONS:

The pay plan adjustment for 2015 would cost approximately \$27,000. The overall average for the adjustment is 1.6%, however the overall majority of employees pay adjustment would be about 1.3%. Two employees at the bottom of their pay scale would receive a larger percentage. Money for this adjustment is in the 2015 budget.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed the revised pay plan and approves as to form.

RECOMMENDATION/ACTION:

Council Discretion

IMPACT OF COUNCIL PLAN 10/8/2014

4% ADJUSTMENT ELIMINATE STEP 1 AND 2, ADD NEW STEPS 14 AND 15

<u>Employee</u>	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>	<u>Percentage</u>
1	17.06	17.28	0.22	1.3%
2	16.88	17.12	0.24	1.4%
3	14.98	15.19	0.21	1.4%
4	18.53	18.77	0.24	1.3%
5	22.13	22.43	0.30	1.4%
6	15.30	15.49	0.19	1.2%
7	14.65	14.85	0.20	1.4%
8	15.69	15.88	0.19	1.2%
9	13.00	13.17	0.17	1.3%
10	10.90	11.05	0.15	1.4%
11	22.68	22.99	0.31	1.4%
12	12.06	12.23	0.17	1.4%
13	21.17	22.59	1.42	6.7%
14	15.84	16.05	0.21	1.3%
15	17.40	17.65	0.25	1.4%
16	18.63	18.90	0.27	1.4%
17	18.63	18.90	0.27	1.4%
18	11.76	11.92	0.16	1.4%
19	21.92	22.24	0.32	1.5%
20	28.05	28.44	0.39	1.4%
21	24.37	24.71	0.34	1.4%
22	28.83	29.24	0.41	1.4%
23	24.36	24.72	0.36	1.5%
24	28.82	29.22	0.40	1.4%
26	34.47	34.84	0.37	1.1%
27	16.05	16.27	0.22	1.4%
28	8.81	8.93	0.12	1.4%
29	16.26	16.47	0.21	1.3%
30	18.53	18.77	0.24	1.3%
31	39.78	40.21	0.43	1.1%
32	15.25	15.46	0.21	1.4%
33	19.38	19.65	0.27	1.4%
34	10.05	10.45	0.40	4.0%
	\$19.16	\$19.46	\$0.30	1.6%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 17th, 2014**

AGENDA ITEM #7D

ITEM: Manufactured/Mobile Park Code

BACKGROUND:

A committee consisting of members: Councilmember Alex McCreath, Planning Commissioner Andy Sciolaro, Pat Longwell, Jeff Greep and Rebecca Bouska, developed an ordinance that will improve the living conditions and safety for the residents in the Maize Mobile Home/Manufactured Home Communities.

The committee developed their recommendation and brought it to council:

- At the June 16th, 2014 City Council Regular Meeting, a draft ordinance was brought to the City Council. After public comments and Council discussion, the Ordinance was sent back to the committee to be reviewed. A series of seven meetings occurred and a compromise was not reached.
- The committee brought back questions to the Council at their November 3, 2014 workshop.
- A revised Ordinance was developed by the City Attorney. It leaves all new Manufactured/Mobile Home Park rules in effect. It excludes the current two parks (Huffman Addition and Sunflower Park) on specific requirements.

The ordinance goes into detail, b u t h i g h l i g h t s of the ordinance include:

- Permits will be required to set a manufactured home
- Mobile homes constructed before June 15, 1976, by state statute, cannot be moved and relocated within the State of Kansas. They can only remain in place or be moved out of state
- The parks will be licensed (\$20 per lot annually) (The old parks will be charged at the City of Wichita's current rate.)
- It outlines the development procedures for new parks and requires:
 - Street Lighting
 - ADA storm shelters will not be required
 - Park-provided refuse disposal
 - Existing parks must be licensed in 90 days.
 - The homes will be numbered with street and lot addresses.
- Existing parks must be licensed in 90 days.
- The homes will be numbered with street and lot addresses.
 - Effective date of July 1, 2015.

FINANCIAL CONSIDERATIONS:

Minimal impact.

LEGAL CONSIDERATIONS:

Ordinance was drafted by committee and final changes were provided by our City Attorney. City attorney approves the ordinance as to form.

RECOMMENDED ACTION:

Publish and adopt the ordinance creating Chapter 12 of the Code of the City of Maize, Kansas relating to Manufactured/Mobile Home Park Code for the City of Maize, Kansas.

Summary of this Ordinance published
in the *Clarion* on _____, 2014.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, CREATING CHAPTER 18 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO ESTABLISHMENT OF A MANUFACTURED/MOBILE HOME PARK CODE FOR THE CITY OF MAIZE, KANSAS.

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

SECTION 1. Chapter 18 added. There is hereby added to the Code of the City of Maize, Kansas, Chapter 18 entitled "Manufactured/Mobile Home Park Code" which shall read as follows:

CHAPTER 18. MANUFACTURED/MOBILE HOME PARK CODE.

Article 1. Manufactured/Mobile Home Park Code.

18-101. DEFINITIONS. As used in this Chapter, the following words and terms shall be defined as follows:

- (a) "**City**" means the City of Maize, Kansas.
- (b) "**Code**" means the Code of the City.
- (c) "**City Administrator**" means the City Administrator or his/her authorized representative.

(d) "**Effective Date of this Ordinance**" means the date of publication of a summary of this Ordinance in the official City newspaper after it has been passed by the Governing Body of the City and approved by the Mayor.

(e) "**Manufactured/Mobile Home**" means a dwelling unit built on or after June 15, 1976, which is fabricated in one or more sections at a location other than the home site by assembly line type production techniques or by other construction methods unique to an off-site manufacturing process. Every section shall bear a label certifying that it is built in compliance with the Federal Manufactured Home Construction and Safety Standards generally known as the HUD code established pursuant to 42 U.S.C. §5403. A Manufactured/Mobile Home is designed to be towed on its own chassis or be site-delivered by alternative means. A Manufactured/Mobile Home shall be transportable in one or more sections, which in the traveling mode is eight (8) body feet or more in width or forty (40) body feet or more in length or, when erected on site is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. The term Manufactured/Mobile Home does not include a Recreational Vehicle.

(f) "**Manufactured/Mobile Home Space**" and/or "**Mobile Home Space**" means a space where a Manufactured/Mobile Home or Mobile Home is designed to be located, a plot of ground which accommodates one (1) Manufactured/Mobile

Home or Mobile Home and which provides service facilities for water, sewage and electricity.

(g) “**Manufactured/Mobile Home Installation Contractor**” means a contractor who has been licensed as required by the State of Kansas to obtain required permits to perform blocking, anchorage, tie-down installation and skirting installation as required by this Article.

(h) “**Manufactured/Mobile Home Park**” means a parcel of land which has been planned and improved in some manner, and used or intended to be used by one or more occupied Manufactured/Mobile Homes not placed on permanent foundations. The term Manufactured/Mobile Home Park does not include sales lots on which unoccupied Manufactured/Mobile Homes, whether new or used, are parked for the purpose of storage, inspection or sale.

(i) “**Mobile Home Park**” means a parcel of land which is occupied by one or more Mobile Homes or Manufactured/Mobile Homes, which is in existence on the Effective Date of this Ordinance and which is non-conforming in one or more ways to requirements of the City that apply to Manufactured/Mobile Home Parks and/or is not licensed as a Manufactured/Mobile Home Park.

(j) “**Mobile Home**” means a movable detached single-family dwelling unit that was manufactured prior to June 15, 1976 and is not in conformance to the National Manufactured Home Construction and Safety Standards Act, or HUD code, as is now required for a Manufactured/Mobile Home. Such units shall provide all of the accommodations necessary to be a dwelling unit and shall be connected to the utilities in conformance with all of the applicable regulations. The term “Manufactured/Mobile Home” or “Mobile Home” does not include a Recreational Vehicle.

(k) “**Occupy**”, “**occupancy**” or “**occupied**” means the use of any Mobile Home, Manufactured/Mobile Home or Recreational Vehicle by any person for living, sleeping, cooking or eating purposes for any period of four (4) or more consecutive days.

(l) “**Operator**” means the person or business that has charge, care or control of a licensed or unlicensed Park or Campground.

(m) “**Park**” means Manufactured/Mobile Home Park or Mobile Home Park.

(n) “**Person**” means any individual, firm, trust, partnership, association or corporation.

(o) “**Recreational Vehicle**” means a unit designed as temporary living quarters for recreational, camping or travel use; units may have their own power or be designed to be drawn or mounted on an automotive vehicle. Recreational Vehicle shall include motor homes, travel trailers, truck campers, camping trailers, converted buses, house boats or other similar units as determined by the City Administrator.

(p) “**Recreational Vehicle Campground**” or “**Campground**” means a lot, tract or parcel of land designed for occupancy by Recreational Vehicles for temporary or transient living purposes, including the use of camping spaces for tents.

(q) “**Recreational Vehicle Space**” means a space located within a Campground that accommodates one (1) Recreational Vehicle.

(r) “**Roadway**” means any private street within a Park that provides for the general vehicular and pedestrian circulation within the Park.

(s) “**Service Building**” means a building housing all of the following: separate toilet facilities for men and women, laundry facilities and separate bath or shower accommodations. Such building may also include other associated uses such as an office and recreational facilities for the Campground or Park.

18-102. LOCATION OF MOBILE HOMES, MANUFACTURED/MOBILE HOMES AND RECREATIONAL VEHICLES. It is unlawful for any person to occupy a Manufactured/Mobile Home unless the Manufactured/Mobile Home is located in a licensed Manufactured/Mobile Home Park or a licensed Mobile Home Park. It is unlawful for any person to occupy a Mobile Home unless such Mobile Home is located in a licensed Mobile Home Park.

EXCEPTIONS:

(a) A Manufactured/Mobile Home may be occupied at a construction site by a night watchman or construction project workmen when approved by the City Administrator when deemed necessary for security and/or construction purposes. Such permission may be canceled by the City Administrator upon three (3) days written notice when, in his opinion, the intent of this Section is being violated. Manufactured/Mobile Homes will be removed from a construction site within thirty (30) days of the substantial completion of a construction project.

(b) A Manufactured/Mobile Home may be occupied as a one-family dwelling as a residence for a watchman, caretaker or guard for an industrial use in the "LI" zoning district, provided such Home is placed on a permanent foundation.

18-103. PERMITS REQUIRED FOR INSTALLATION OF MANUFACTURED/MOBILE HOMES. (a) A Manufactured/Mobile Home installation permit shall be obtained from the City for every Manufactured/Mobile Home which is installed or relocated within the City. The purpose of such Manufactured/Mobile Home installation permit is to assure that Manufactured/Mobile Homes are anchored and placed on footings and foundations as required by Section 18-117 and comply with all requirements contained in this Chapter 18. Manufactured/ Mobile Home installation permits shall be obtained at least twenty-four (24) hours prior to installation of any Manufactured/Mobile Home within the City. Manufactured/ Mobile Home installation permits may only be obtained by a State of Kansas licensed Manufactured/ Mobile Home Installation Contractor.

(b) After the effective date of this ordinance:

(1) No additional Mobile Homes will be brought into the City, no additional Mobile Homes will be installed in a Mobile Home Park, and Mobile Homes may not be removed from one Mobile Home Park and relocated to another Mobile Home Park.

(2) No Manufactured/Mobile Home will be installed on a location unless it is lawful to occupy the Manufactured/Mobile Home under Section 18-102; and

(3) Mobile Homes, when removed from a Mobile Home Park, may not be replaced.

18-104. LICENSE REQUIRED. No Manufactured/Mobile Home installation permit shall be issued to any Manufactured/Mobile Home Installation Contractor who has not first obtained a license from the State of Kansas that is in good standing.

18-105. ANNUAL LICENSE. (a) After the Effective Date of this Ordinance, except for the period of time allowed in Section 18-106 and elsewhere in this Chapter 18, it shall be unlawful for any person to construct, maintain and operate any Manufactured/Mobile Home Park, Mobile Home Park or Campground within the City unless such person is licensed by the City to operate the same, with such license not being transferrable except with the consent of the City.

(b) There shall be assessed against each Manufactured/Mobile Home Space located within the corporate limits of the City an annual impact license fee that will be assessed and paid as follows:

(1) The fee for a Manufactured/Mobile Home Park shall be based upon the number of lots in the Manufactured/ Mobile Home Park then existing as of January 1 of each calendar year. The fee shall be in the amount of Twenty Dollars (\$20.00) for each Manufactured/Mobile Home Space or Mobile Home Space and will be paid to the City not later than February 15 of each year, except that for any newly added Manufactured/Mobile Home the impact fee shall be Fifty Dollars (\$50.00) for the year or part of the year in which the Space is added which shall be paid immediately.

(2) Mobile Home Parks shall pay the City an annual impact fee that equals the amount the City of Wichita, Kansas, assesses against similarly situated Manufactured/Mobile Home Parks located within its city limits. The City Administrator is responsible for researching City of Wichita, Kansas, fees and for setting the annual impact fee for Mobile Home Parks based on the City Administrator's research. The Mobile Home Park annual impact fee will be due starting July 1, 2015, and each July 1 thereafter.

(3) Each day an annual license fee for a Manufactured/Mobile Home Park remains unpaid after February 15 of any year and for a Mobile Home Park remains unpaid after July 1 of any year will constitute a separate violation. In addition, the annual license fee will be increased by one and one-half percent (1.5%) per month during the time period the license fee remains unpaid.

18-106. EXISTING PARKS AND OPERATORS. (a) All persons operating existing Mobile Home Parks must obtain a license to operate a Mobile Home Park on or before July 1, 2015. Applications for Mobile Home Park licenses must be made at least thirty (30) days before July 1, 2015. The application shall be submitted on forms prepared by the City Administrator.

(b) Each licensed Park and Campground will have a designated operator. The name and contact information for each operator will be provided to the City at the time an application for a license is made, annually when a license is renewed and within ten (10) calendar days of the date an Operator registered with the City leaves the Park or Campground.

18-107. APPLICATIONS FOR LICENSES FOR NEW MANUFACTURED/MOBILE HOME PARKS AND CAMPGROUNDS. (a) All persons developing Manufactured/Mobile Home Parks and Campgrounds after the Effective Date of this Ordinance must make an application to the City Administrator for the Manufactured Home Park license or Campground license. The application fee will be One Thousand Dollars (\$1,000.00). An application for a license may be made only after a development plan has been approved by the Director of Planning of the City in accordance with the zoning code of the City. When platting is required, the development plan shall be submitted at the preliminary platting stage. When platting is not required, a sketch plan showing the relationship of the Manufactured/Mobile Home Spaces or Recreational Vehicle Spaces to the Roadways, parking, open space and other information affecting the overall environment of the Park may be submitted for approval by the Director of Planning of the City.

(b) The application will be in triplicate, in writing, signed by the applicant and will include the following:

(1) the name, address and telephone number of the applicant;

(2) the name, address and telephone number of the person who is designated to be the Operator of the Manufactured/Mobile Home Park or Campground;

(3) the location and legal description of the Manufactured/Mobile Home Park or Campground;

(4) at least three (3) complete sets of plans showing compliance with all applicable provisions of this Chapter, including a plot plan drawn to scale at not less than one inch (1") equal to one hundred feet (100') showing the Manufactured/Mobile Home Park or Campground dimensions;

(5) the number and location of Manufactured/Mobile Home Spaces;

(6) the location and width of Roadways, sidewalks, off-street parking and easements;

(7) the location, size and specifications of buildings, sewers, water lines and gas lines;

(8) the location of any sewage disposal system and water supply system;

(9) the existing topography; and

(10) a drainage grading plan.

The submitted plans will be approved by the City Administrator for construction only after they have been reviewed and approved by the Director of Planning. Approval and issuance of a Manufactured/Mobile Home Park license for a new Manufactured/Mobile Home Park, and of a Campground license for a new Campground, will not be completed until construction in accordance with the approved plans has been completed.

(c) An application for any addition to an existing Manufactured/Mobile Home Park shall be processed as an application for a new Manufactured/Mobile Home Park. Mobile Home Parks cannot be expanded. Any licensed Mobile Home Park can be converted to a licensed Manufactured/Mobile Home Park if all conditions that apply in this Chapter 18 to Manufactured/Mobile Home Parks are complied with including, but not limited to the requirement that no Mobile Home can be located in a Manufactured/Mobile Home Park. An application to convert from a Mobile Home Park license to a Manufactured/Mobile Home Park license will be processed as an application for a new Manufactured/Mobile Home Park license.

18-108. APPLICATION FOR TEMPORARY PERMIT FOR PLACEMENT OF INDIVIDUAL MOBILE HOME. Any person desirous of locating a Manufactured/Mobile Home or Recreational Vehicle in accordance with Section 18-102(a) or 18-102(b) must make an application to the City Administrator for a temporary permit. A One Hundred Dollar (\$100.00) application fee will be paid at the time the application is filed. Such application will be in writing, signed by the applicant and will include the following: the name, address and telephone number of the applicant; the location and legal description of the property where the Manufactured/Mobile Home is requested to be located; and shall provide all other applicable information as follows:

(a) Those applications requested in accordance with Sections 18-102(a) and 18-102(b) shall give the reason such application is being made and shall give the number of days the Manufactured/Mobile Home is intended to be parked which, in no event, shall exceed one hundred twenty (120) days. The application shall be accompanied by a plot plan drawn to scale showing the legal description and boundaries of the application area, the location of existing buildings, and the location of where the Manufactured/Mobile Home will be parked;

(b) The connection of the Manufactured/Mobile Home to any utility shall be in accordance with all applicable regulations of this Code.

18-109. PARK LOCATION. All Manufactured/Mobile Home Parks shall be located in accordance with the provisions of the zoning code of the City and shall be located on a well-drained site properly graded to insure adequate drainage and freedom from stagnant pools of water. Plans and specifications for the drainage and grading system, including Roadways, storm sewers and appurtenances, and general drainage and grading shall be prepared by a licensed professional engineer.

18-110. PARK AND CAMP LAYOUTS. (a) *Area*: Manufactured/Mobile Home Parks shall contain the minimum area as required by the zoning code of the City.

(b) *Setbacks*: All Manufactured/Mobile Homes shall comply with the setbacks and clearances as set forth for Manufactured Home Parks in the zoning code of the City.

EXCEPTIONS TO ACCESSORY STRUCTURE SETBACK REQUIREMENTS:

(1) Accessory structures of non-combustible construction which do not exceed one hundred (100) square feet in area and have no electrical power may be located closer than three (3) feet to the main use structure or other appropriately located accessory structures on the same Manufactured/Mobile Home Park lot. Such accessory structures must be located at least ten (10) feet from main use structures on any adjoining lot and at least six (6) feet from all structures on any adjoining lot. If an accessory structure greater than one hundred (100) square feet in area is open on all sides and is constructed of non-combustible materials, such accessory structure may be closer than six (6) feet to the main use structure on the same lot or may even abut the main use structure on the same lot. For such accessory structure, the minimum separation to an adjoining lot structure which is also constructed of non-combustible materials may be reduced from ten (10) feet to six (6) feet by the City Administrator. Accessory structures must be located on concrete, asphalt or asphaltic concrete pads.

(c) *Roadways*:

1. All Manufactured/Mobile Home spaces or Recreational Vehicle spaces located in a Manufactured/Mobile Home Park or Campground shall abut a Roadway. No Manufactured/Mobile Home Space or Recreational Vehicle Space located in a Manufactured/Mobile Home Park or Campground shall have its direct access from a public street or highway. Roadways shall be in general conformance to the local residential street requirements of the City subdivision regulations. Roadway widths shall not be less than thirty (30) feet. All Roadways shall have unobstructed access to a public street or highway, with all dead-end private Roadways being provided an adequate vehicular turnaround (cul de sac) with a diameter of not less than seventy (70) feet, or shall have an alternate turnaround area such as hammerheads, etc., as may be approved by the City Administrator or designee as providing service equal to the cul de sac. All Manufactured/Mobile Home Park and Campground Roadways shall be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing. The Operator of a Manufactured/Mobile Home Park or Campground will be responsible for maintaining the Roadway to a standard that complies with this Section 18-110(c) at all times.

2. All Manufactured/Mobile Home Spaces and Mobile Home Spaces located in a Mobile Home Park shall abut a private Roadway. No Manufactured/Mobile Home Space or Mobile Home Space located in a Mobile Home Park shall have direct

access from a public street or highway. On or before July 1, 2015, and thereafter, Roadways in Mobile Home Parks shall at all times be kept in compliance with service drive requirements and standards as set by Sedgwick County Fire District No. 1 as currently exist and as may be amended from time to time.

(d) *Patios and Storage Lockers:*

1. Each Manufactured/Mobile Home Space located within a Manufactured/Mobile Home Park shall be provided with a paved patio of at least two hundred (200) square feet, which may be of concrete, masonry, wood or other hard surface material. A storage locker of at least one hundred twenty (120) cubic feet shall be provided for each Manufactured/Mobile Home Space. Storage lockers shall be designed in a manner that will enhance the Park and shall be constructed of suitable weather-resistant materials.

2. Storage lockers of not less than forty-nine (49) square feet shall be provided for each Manufactured/Mobile Home Space or Mobile Home Space within a Mobile Home Park that is occupied by a Manufactured/Mobile Home or a Mobile Home.

(e) *Off-Street Parking:* Surfaced off-street parking of asphalt, asphaltic concrete or concrete for two (2) vehicles shall be provided within the Manufactured/Mobile Home Park and Campground for each Manufactured/Mobile Home Space and Recreational Vehicle Space as required by the zoning code of the City. No portion of the Park Roadways shall be used to provide the required off-street parking.

(f) *Recreation Space:* Each Manufactured/Mobile Home Park shall devote at least eight percent (8%) of its gross area to recreation space for the use and enjoyment of the occupants of the Park. Each such recreational space shall not be less than ten thousand (10,000) square feet of land area. Required setbacks and clearances and the Roadways and off-street parking spaces shall not be considered as recreational space.

(g) *Screening:* Screening of new or expanded Manufactured/Mobile Home Parks must be provided as required by the zoning code of the City.

(h) *Lighting:* All Manufactured/Mobile Home Park and Campground Roadways shall be lighted at night with not less than seven thousand (7,000) lumen lamps at a maximum interval of two hundred (200) feet located approximately twenty (20) feet from the ground, or friendship lights (gas or electric) with lighting equal to forty (40) watts, and lighted automatically from dusk to dawn, shall be provided for each Manufactured/Mobile Home Space adjacent to the Manufactured/Mobile Home Park Roadways, and at a maximum interval of seventy-five (75) feet adjacent to Camp Roadways.

(i) *Landscaping:* Landscaping of new or expanded Manufactured/Mobile Home Parks must provide required landscaping in accordance with Chapter 17 of the Code of the City.

(j) *Existing night lighting in Mobile Home Parks:* Mobile Home Parks with existing night lights do not have to comply with Section 18-110(h) of the Code of the City; EXCEPT Mobile Home Parks with lighting will maintain night lighting of the Mobile Home Park at current levels or better levels than currently exist. Existing Mobile Home Parks that currently do not have lighting shall install three (3) light poles at locations as determined by the City Administrator that are twenty (20) feet off the ground that each provide not less than seven thousand (7,000) lumens lamps by July 1, 2015.

18-111. MANUFACTURED/MOBILE HOME PARK STORM SHELTERS. (a) General Requirements. Every Park containing ten (10) or more Manufactured/Mobile Home

Spaces and/or Mobile Home Spaces must be provided with above-grade or below-grade storm shelters which shall:

(1) have a minimum floor area of ten (10) square feet for each Manufactured/Mobile Home Space and Mobile Home Space in the Park;

(2) be designed by a licensed structural engineer or architect and built in accordance with plans sealed by said structural engineer or architect;

(3) be designed and constructed to meet all Federal Emergency Management Agency (FEMA) requirements and guidelines if the shelter is located in a floodplain;

(4) be designed and constructed to meet the minimum lighting, ventilation and exiting requirements of the City's currently-adopted editions of the City building code, mechanical code, plumbing code and electrical code, where applicable;

(5) be designed and constructed to meet all applicable requirements of the Americans with Disabilities Act (ADA);

(6) be located no farther than one thousand three hundred twenty (1,320) linear feet from the furthest Manufactured/Mobile Home Space or Mobile Home Space in the Park.

(b) Restroom Facilities. Restroom facilities in required storm shelters shall be optional. Toilets may be either flush-type operating from normal water supply, chemical or other types as approved by the Sedgwick County Health Department.

(c) Access to Shelters. Storm Shelters will be accessible and usable at all times. It is unlawful for any required storm shelter to be used for storage purposes if such storage reduces the minimum floor area available for shelter of persons below the requirements of subparagraph (a) of this section.

(d) Mobile Home Parks are grandfathered from being required to comply with Section 18-111 (4), (5) and (6). However, Mobile Home Parks will be required to comply with Section (4) and (5) as to any additional underground shelter that may be constructed within the Mobile Home Park after the Effective Date of this Ordinance.

18-112. GARBAGE AND REFUSE. (a) Garbage and refuse collection will be provided and paid for by the Manufactured/Mobile Home Park. One dumpster that has the capacity to hold not less than eight (8) cubic yards of garbage and refuse will be provided at each Manufactured/Mobile Home Park for every sixteen (16) Manufactured/Mobile Homes that are located in a Manufactured/Mobile Home Park. Mobile Home Park Operators shall have refuse collection systems that serve the needs of residents of the Mobile Home Park.

(b) Garbage and refuse collection will be provided and paid for by the Operator of a Campground. One dumpster will be provided per sixteen (16) Recreational Vehicle spaces in a Campground.

(c) Garbage and refuse storage and collection in Parks and Campgrounds will be maintained so as to create no health hazards, rodent harboring, insect breeding, accident hazard or air pollution.

(d) Dumpsters will be located on concrete pads of six inches (6") or greater thickness.

(e) On or before July 1, 2015, Operators of Mobile Home Parks will be responsible for providing garbage and refuse collection to persons who reside within the Park at no cost to the persons who reside within the Park. Bins for disposal and collection of garbage and refuse will be provided by the Operator of the Mobile Home

Park in a manner that is adequate to serve the needs of the residents of the Mobile Home Park.

18-113. **RODENTS AND INSECTS.** (a) Maintenance Free from Infestation. Parks and Campgrounds shall be maintained free of excessive insect or rodent infestation.

(b) Preventive Environmental Maintenance. The Park or Campground Operator shall keep all areas outside of the confines of the individual Manufactured/Mobile Homes, Mobile Homes, or Recreational Vehicles reasonably free of breeding, harboring and feeding places for rodents and insects. Areas shall be kept free of litter, trash, salvage material, junk and weeds or other noxious vegetation growths in excess of six inches (6") in height. Manufactured/Mobile Home, Mobile Home, or Recreational Vehicle owners and tenants will be jointly and severably responsible for extermination of any insect or rodent infestations occurring within individual Manufactured/Mobile Homes, Mobile Homes, or Recreational Vehicles.

18-114. **REGISTER.** (a) It shall be the duty of the Operator of each Park and Campground to keep a register containing a record of all Manufactured/Mobile Home, Mobile Home, and Recreational Vehicle owners and tenants located within each Park and Campground. The register shall contain the name and address of each occupant; the make, model, year and manufacturer of each Manufactured/Mobile Home or Recreational Vehicle; the dates of arrival and departure of each Manufactured/Mobile Home, Mobile Home, or Recreational Vehicle, including the name of the Contractor(s) responsible for connections to the utilities. The Operator of each Park or Campground shall keep the register available for inspection at all reasonable hours by law enforcement officers, assessor, public health officials and other officials whose duties necessitate acquisition of the information contained in the register. The original records of the register shall not be destroyed for a period of three (3) years following the date of registration.

(b) It shall be the responsibility of the Operator of each Park or Campground to notify the Code Enforcement Officer of damage exceeding one hundred dollars (\$100) by fire or storm to any Manufactured/Mobile Home, Mobile Home or Recreational Vehicle in their Park or Campground. The Code Enforcement Officer shall compile all such information into categories of losses and their causes, as nearly as can be determined, for future reference.

(c) It shall be the duty of the Operator of each Manufactured/Mobile Home Park to notify the City Administrator of every new or relocated Manufactured/Mobile Home installed in an existing Space at least twenty-four (24) hours prior to the date of installation so that the City Administrator or designee can inspect for compliance with this Chapter 18.

18-115. **ALTERATIONS AND ADDITIONS TO MANUFACTURED/MOBILE HOMES AND MOBILE HOMES IN MANUFACTURED/MOBILE HOME PARKS OR MOBILE HOME PARKS.** (a) Alterations and additions to Manufactured/Mobile Homes and Mobile Homes which are affected by provisions contained in this Chapter, within or to a Park and facilities, shall be made only after application to the City Administrator and in conformity with all of the sections of the Code of the City.

(b) No additions of any kind shall be built onto or become a part of any Manufactured/Mobile Home or Mobile Home.

EXCEPTION: Accessory structures not exceeding an area of one hundred (100) square feet of enclosed space, carports and residential patio structures may be attached to or become a part of a Manufactured/Mobile Home or Mobile Home if the

structure complies in all respects to the applicable provisions of the building code and other technical codes, and permits are secured from the City Administrator.

Skirting of Manufactured/Mobile Homes or Mobile Homes is permissible only with noncombustible material; however, skirting shall not be permanently attached to the Manufactured/Mobile Home, Mobile Home, or to the ground that would provide a harborage for rodents or create a fire hazard.

- 18-116. ADDITIONS AND ALTERATIONS TO A HOME IN A MANUFACTURED/MOBILE HOME PARK. Additions and alterations may be made to any Manufactured/Mobile Home in a Manufactured/Mobile Home Park. Such additions or alterations shall also be placed on a permanent foundation as required by the building code of the City. Whenever any Manufactured/Mobile Home does not have a continuous perimeter foundation, continuous perimeter skirting shall be installed. Such skirting shall be of noncombustible material and resistant to deterioration due to weather.
- 18-117. MANUFACTURED/MOBILE HOME AND MOBILE HOME GROUND ANCHORS.
(a) Any Manufactured/Mobile Home or Mobile Home which is occupied or inhabited by any person as a dwelling, office or commercial space will be secured to the ground by tie-downs and ground anchors of a type which has been approved by the State of Kansas pursuant to the Mobile Home Security Requirements Act (K.S.A. 75-1226 *et seq.*) (the "Act"), unless such Manufactured/Mobile or Mobile Home is secured to the ground on a permanent foundation as prescribed by the Act.
(b) Any Mobile Home secured with tie-downs and ground anchors which were installed prior to July 1, 1975, will be deemed in compliance with this Section 18-117 if such tie-down devices were placed in a manner similar to the prescribed manner in the Act, unless the City Administrator or designee finds such tie-down devices are inadequate to anchor or secure a Mobile Home to the ground.
- 18-118. MOBILE HOME PARK COMPLIANCE DEADLINES. It will be unlawful on and after July 1, 2015, to operate a Mobile Home Park that is not in compliance with the provisions of Chapter 18 of the Code that apply to Mobile Home Parks, EXCEPT the City Administrator has authority to extend the deadline past July 1, 2015, if the City Administrator determines that good faith progress is being made to comply with the provisions of this Chapter 18 of the Code. The deadline extension can apply to one or more provisions of this Chapter 18. Extensions will not apply unless specifically granted by the City Administrator.
- 18-119. COMPLIANCE WITH CODE, LAWS AND REGULATIONS. Manufactured/Mobile Homes, Mobile Homes and Recreational Vehicles will at all times be maintained and operated in a manner that complies with applicable state laws and regulations and the ordinances and Code of the City.
- 18-120. IDENTIFICATION OF ROADWAYS AND SPACES. Roadways within Parks and Campgrounds will be marked and identified in compliance with City requirements. Each Space within a Park or Campground will be marked and identified in compliance with City requirements. The marking and identification will be provided as part of the application for a license under Section 18-107. Existing Mobile Home Parks must be in compliance with requirements of this Section 18-120 within sixty (60) days of the Effective Date of this Ordinance.

18-121. APPEALS. Appeals from the interpretation or application of the provisions of this Chapter by the City Administrator may be made to the City Council.

18-122. PENALTIES. Any person violating any provision of this Article is guilty of a misdemeanor and will be punished by fine of not more than five hundred dollars (\$500.00) and/or imprisonment of not more than six (6) months.

18-123. SEVERABILITY. If any section or provision of this Article is for any reason held illegal, invalid or unconstitutional, such action shall not affect the remaining provisions of this Article, which shall remain valid to the extent possible.

SECTION 2. Publication. A summary of this ordinance shall be published once in the official City newspaper.

SECTION 3. Effective Date. This Ordinance shall take effect upon publication of the summary of this Ordinance in the City's official newspaper.

PASSED, ADOPTED by the governing body of the City of Maize, Kansas AND APPROVED by the Mayor of the City of Maize, Kansas, on this _____ day of _____, 2014.

CITY OF MAIZE, KANSAS

By _____
CLAIR DONNELLY, Mayor

ATTEST:

By _____
JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, November 17, 2014**

AGENDA ITEM #7E

ITEM: ADOPTION OF THE 2014 AMENDED BUDGET

BACKGROUND:

At the October 20, 2014 meeting, the Council accepted the 2014 amended budget and directed staff to publish the notice of budget hearing in *The Clarion*. In accordance with State Law, the notice was published October 30, 2014. A public hearing was conducted earlier tonight.

This budget amendment increases the budget authority in the wastewater fund to \$707,000 (originally \$681,000).

As stated at the October 20th meeting, the increase in expenditures is mainly due to a 34% increase in electric utility costs at the wastewater treatment plant.

This amended 2014 budget satisfies the City's financial requirements and is in compliance with State Law.

FINANCIAL CONSIDERATIONS:

The wastewater fund will end the year "right-side-up" with expenditures being less than revenue. It is estimated that the cash will be around \$450,000 at year-end.

LEGAL CONSIDERATIONS:

Compliance with Kansas State Law has been accomplished.

RECOMMENDATION/ACTION:

Adopt the amended 2014 budget as published.

2014

**Amended
Certificate
For Calendar Year 2014**

To the Clerk of Sedgwick, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
Maize
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

		2014 Amended Budget			
		Page No.	Amount of 2013 Tax that was Levied	Adopted 2014 Expenditures	Proposed Amended 2014 Expenditures
Table of Contents:					
Fund	K.S.A.				
Wastewater		2		681,000	707,000
Totals		xxxxxxxx	0	681,000	707,000
Summary of Amendments		3			

Attested date: _____

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

Maize

2014

Adopted Budget

Wastewater	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	356,696	367,188
Receipts:		
User Fees	625,000	650,000
Installation/Inspection Fees	25,500	63,750
Plant Equity Fee	30,000	75,000
Miscellaneous		
Interest on Idle Funds	500	2,000
Total Receipts	681,000	790,750
Resources Available:	1,037,696	1,157,938
Expenditures:		
Salaries and Wages	227,500	225,000
Operating Expenses	202,500	231,000
Transfer to Bond & Interest	203,853	203,853
Transfer to Wastewater Reserve	23,147	23,147
Transfer to Wastewater Debt Reserve	24,000	24,000
Total Expenditures	681,000	707,000
Unencumbered Cash Balance December 31	356,696	450,938

**Notice of Budget Hearing for Amending the
2014 Budget**

The governing body of
Maize

will meet on the day of 11/17/14 at 7:00 PM at City Hall, 10100 Grady Avenue for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 10100 Grady Avenue and will be available at this hearing.

Summary of Amendments

Fund	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Wastewater			681,000	707,000
			0	0
			0	0
			0	0
			0	0

Jocelyn Reid, CMC
Official Title: City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, November 17, 2014**

AGENDA ITEM # 7F

ITEM: **Abengoa Agreement**

BACKGROUND:

On November 17, 2008 the City entered into a two-year agreement with Abengoa Bioenergy Corporation to utilize the Maize wastewater plant. This agreement was allowed to expire because the Abengoa facility shut down operations in 2011. They have reopened the plant and are requesting to utilize our facility once again. They have a storage capacity problem at the plant and need a way of disposing of their wastewater in a timelier manner.

The wastewater they have for disposal is utilized in their processing plant as opposed to "septic materials." Our Water/Wastewater Controller, Matt Meeks, has reviewed the analytical reports regarding this material and finds it well within tolerance. The specifics of the analytical requirements are outlined in the agreement. They will be limited to a maximum of 40,000 gallons a day. Any dumping is at the discretion of the City.

FINANCIAL CONSIDERATIONS:

Abengoa will pay .3 cents a gallon to utilize the wastewater plant. (FYI Wichita charges 1.3 cents a gallon)

LEGAL CONSIDERATIONS:

City Attorney approves the agreement as to form

RECOMMENDATION/ACTION:

Approve the Abengoa Bioenergy Corporation agreement and authorize the Mayor to sign.

AGREEMENT TO ACCEPT PROCESS WASTEWATER

This Agreement is entered into on this 14th day of November, 2014, by and between the City of Maize, Kansas (the "City"), and Abengoa Bio-Energy Corporation ("Abengoa").

The City operates a wastewater treatment plant; and
Abengoa produces wastewater from its ethanol energy facility in Colwich, Kansas;
and

Subject to terms and conditions hereafter set forth, the City is willing to accept process wastewater from the Abengoa facility in Colwich, Kansas.

The parties hereto agree as follows:

SECTION 1. Wastewater. The City, subject to terms and condition set forth in this Agreement, agrees to accept Process Wastewater from the Abengoa facility in Colwich, Kansas. For purposes herein "waste water" or "Waste Water" is substances discharged by Abengoa into the City waste water treatment facility.

SECTION 2. Compensation and Billing. Abengoa shall pay the City the sum of three cents (\$0.03) per gallon for Process Wastewater that is discharged into the City wastewater treatment facility. The City will submit an invoice to Abengoa on a monthly basis by the 15th day of each month. Abengoa shall pay the City on a monthly basis within ten (10) days of receiving an invoice from the City.

SECTION 3. Term and Termination. The term of this Agreement shall commence November 14, 2014, will terminate December 31, 2016, unless terminated earlier under terms contained in this Section 3.

(a) The City shall have the right to terminate this Agreement at any time, with or without cause by providing Abengoa thirty (30) days advance written notice.

(b) The City shall have the right to terminate this Agreement at any time, with cause, by providing Abengoa ten (10) days written notice of such termination.

(c) Abengoa shall have the right to terminate this Agreement at any time, with or without cause, by providing the City thirty (30) days advance written notice.

(d) Abengoa shall have the right to terminate this Agreement at any time, with cause, by providing the City ten (10) days written notice of such termination.

SECTION 4. Terms and Conditions of Discharge. The following terms and conditions shall apply to the discharge of Process Wastewater by Abengoa into the City wastewater treatment facility:

(a) No discharge by to the City wastewater treatment facility shall contain a

substance that interferes with the operation or performance of the City wastewater treatment facility.

(b) No hazardous materials as defined by state and federal law shall be discharged to the City wastewater treatment facility.

(c) All discharge of Process Wastewater to the City wastewater treatment facility shall comply with the metals ceiling values established by the Regulations for the land application of biosolids.

(d) All discharge of Process Wastewater to the City wastewater treatment facility shall have a pH between 6.0 and 9.0 s.u. at its final point of entry to the process.

(e) All discharge of Process Wastewater arriving at the City wastewater treatment facility shall be by truck. Maximum discharge will be no more than 40,000 gallons per day.

(f) Process Wastewater will be delivered and accepted at the City wastewater treatment facility only during normal hours of operation of the wastewater treatment facility unless prior arrangements are made and agreed to by Abengoa and the City.

(g) In addition to other requirements set forth in this Agreement, the Process wastewater discharged to the City wastewater treatment facility shall be of a quality as to comply with City ordinance, state laws and regulations, and federal laws and regulations. Results of any wastewater analysis by Abengoa will be forwarded to the City for review.

(h) The City reserves the right to refuse any and all discharge loads from Abengoa. Such refusal can be made by the City with or without reason to believe the discharge load is or is not in compliance with the requirements herein and shall be decided at the sole discretion of the City.

SECTION 5. Indemnity. Abengoa covenants and agrees to indemnify the City from and against any and all claims, demands, liabilities and costs, including reasonable attorney fees, arising from or as a result of damages or injury, actual or claimed, of whatsoever kind or character, to property or persons, including civil penalties or fines, occurring or allegedly occurring in connection with Abengoa's discharge of process wastewater into the City wastewater treatment facility.

The indemnification granted by Abengoa to the City under this paragraph shall survive the termination of this Agreement.

In the event the City identifies any matter to which the above indemnifications may apply or receives notice or a claim from a third party of a claim, the City, upon receiving the notice, shall within thirty (30) days of identifying the matter and receiving the notice, notify Abengoa in writing of the claim. The failure to notify Abengoa as required under this Section shall not relieve Abengoa from the obligation to indemnify the City as imposed in this Section.

In addition, Abengoa shall indemnify the City from damages or costs sustained by the

City to City property and the City wastewater treatment facility that results from the discharge of process wastewater into the City wastewater treatment facility.

SECTION 6. Insurance. Abengoa shall purchase insurance in types of insurance and amounts of insurance that insure against liability that are addressed in Section 5 herein and that protect the City from liabilities. Such insurance as a minimum shall be in amounts and types of insurance set forth in attachment "A" hereto that is incorporated by reference herein. The City shall be an additional insured under such policies, except such indemnification shall not apply to workers compensation employee liability insurance. Such insurance shall be with an insurance company licensed to do business in the state of Kansas. All certificates of insurance shall expressly provide that no less than thirty (30) days prior written notice shall be given to the City in the event of cancellation of the coverage contained in such policy or evidenced by such certificate of insurance. Such certificate of insurance shall be provided within ten (10) days of the date first above written.

SECTION 7. Responsibility for Fines. Abengoa shall be responsible for the payment of all fines and shall pay all fines levied by regulatory agency against the City that arise as a result of Abengoa's discharge of Process Wastewater to the City wastewater treatment facility. In addition, Abengoa shall be responsible for payment of attorney fees of the City that relate to enforcement of laws and regulations against the City that arise from discharge of waste water into the City waste water treatment facility.

SECTION 8. Notice. Any notice provided for herein or otherwise required to be given hereunder shall be given by registered or certified United States mail, postage prepaid, addressed to the other party, or hand-delivered as follows:

If to the City:

City of Maize, Kansas
Attn: City Clerk
10100 Grady Avenue
Maize, Kansas 67101

If to Abengoa:

Abengoa Bio-Energy Corporation
Attn: Plant Manager
523 E. Union Street
Colwich, KS 67030

The person and the place to which notices are to be given may be changed by either party by providing written notice of the same to the other party.

SECTION 9. Assignments, Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, but otherwise shall be binding upon and inure to the benefit of the parties' respective representatives, successors and assigns.

SECTION 10. Governing Law. This Agreement shall be construed and interpreted and governed by and in accordance with the laws of the state of Kansas. Any litigation involving this Agreement shall be filed in a court of law located in Sedgwick County,

Kansas.

SECTION 11. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 12. Headings. The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

SECTION 13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. Any amendment or modification of this Agreement shall be approved in writing by the Governing Body of the City and in writing by Abengoa.

The parties have executed this Agreement by their authorized representatives on the date first written above.

ATTEST:

THE CITY OF MAIZE, KANSAS

JOCELYN REID, City Clerk

CLAIR DONNELLY, Mayor

ABENGOABIO-ENERGY CORPORATION

Brad Brunner, Plant Manager

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, November 17, 2014**

AGENDA ITEM #8A

ITEM: Maize Industrial Park Petitions and Resolutions of Advisability

BACKGROUND:

The developer for the Maize Industrial Park has submitted petitions for improvements as follows:

Water Distribution	\$ 63,700
Sanitary Sewer	<u>\$ 97,600</u>
	\$ 161,300

FINANCIAL CONSIDERATIONS:

The total for these improvements is \$161,300. There are funds available in the 2014 Project Funding.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Maize Industrial Park in the total amount of \$161,300.
- 2) Adopt the Resolutions of Advisability for the Maize Industrial Park.

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

(Published in the *The Clarion* on November 20, 2014)

RESOLUTION NO. _____

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

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

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

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

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

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants and appurtenances, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$63,700, exclusive of interest on financing and administrative and financing costs; said estimated cost may be increased at the pro rata rate of 1 percent per month from and after November 1, 2014.

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

Lots 1-3, Block A, Maize Industrial Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment shall be on a square foot basis, with Lot 1 paying 45.35% of the total cost, Lot 2 paying 36.47% of the total cost, and Lot 3 paying 18.18% of the total cost.

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

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

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

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

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

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

(Published in the *The Clarion* on November 20, 2014)

RESOLUTION NO. _____

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

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

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

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

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

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

Construction of a lateral sanitary sewer to serve the area described above., all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$97,600, may increase to include interest on financing and administrative and financing costs; said estimated cost may be increased at the pro rata rate of 1 percent per month from and after tNovember 1, 2014.

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

Lots 1-3, Block A, Maize Industrial Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment shall be on a square foot basis, with Lot 1 paying 45.35% of the total cost, Lot 2 paying 36.47% of the total cost, and Lot 3 paying 18.18% of the total cost.

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

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

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

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

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

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**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 17, 2014**

AGENDA ITEM #8B

ITEM: PROPOSED SPECIAL ASSESSMENTS

BACKGROUND:

In 2013, the City issued its 2013A Temporary Notes (of which \$2,970,000 remains outstanding) and its 2013B Temporary Notes (of which \$1,090,000 remains outstanding).

These two notes included “special assessment” projects in the following subdivisions:

<u>Special Assessment Projects</u>	<u>Final Cost (including interest and costs of issuance)</u>
Hampton Lakes Commercial Park	\$453,892.48
Hampton Lakes Second Addition	\$452,576.38
Hampton Lakes Second Addition – Phase 2	\$173,738.51
Watercress Village 2nd Addition - Phase 2	\$454,357.64
Watercress Village 2nd Addition - Phase 3	\$205,589.06
Woods at Watercress Addition	\$973,854.93
Watercress Village 3rd Addition	\$480,937.58
Lakelane paving improvements	\$96,328.63

We anticipate issuing bonds to permanently finance these projects in February, along with an “at-large” project (North Maize trafficway, approximately \$350,000).

Two projects (that were included in the temp notes) are anticipated to paid off with cash.

- Central Street Trafficway – approximately \$360,000
- Carriage Crossing (High Plains Street) \$7,489.35 (never constructed – this is for preliminary costs)

The “special assessment” project costs (in the table above) are to be paid by special assessments upon the benefiting property owners. Before levying assessments, state law requires the city to hold a hearing allowing property owners to comment on proposed assessments. Tonight’s action will schedule the hearing for the December city council meeting.

FINANCIAL CONSIDERATIONS:

Larry Kleeman (Financial Advisor) is providing a spreadsheet (attached) summarizing the project costs and the proposed assessments to be levied on the properties in the benefit districts.

The proposed costs/assessments include the construction, engineering and administrative costs of the projects – as well as an amount for “capitalized interest” in order to make a Fall 2015 interest payment. Special assessment billings will begin with December 2015 tax bills.

11/17/2014	REGULAR MEETING: Certify final costs and proposed assessments; Public Hearing Resolution (setting 12/15/2014 hearing regarding proposed specials) Resolution publishes; notices of proposed assessments mailed
12/15/2014	REGULAR MEETING: Public Hearing; Special Assessment Ordinance; Public Sale Resolution (not to exceed amount) Ordinance publishes; notices of special assessments mailed
1/9/2015	Prepaid specials due at noon (finalize bond amount)
1/15/2015	Summary Notice of Bond Sale publishes
2/2/2015	SPECIAL MEETING: Bond Sale, Approve bond ordinance Ordinance publishes
2/19/2015	Bond closing
3/1/2015	Redeem 2013A and 2013B temp notes
Fall 2015	Special assessments begin

LEGAL CONSIDERATIONS:

Kim Bell (Bond Counsel) has prepared documents calling for a public hearing on the proposed assessments at the December 15, 2014 council meeting. Notices of the hearing will be sent to each property owner.

RECOMMENDED MOTION:

Move to:

- Accept the statement of final costs, assessment roll certification and various forms of notice.
- Schedule a public hearing on December 15, 2014 at 7:00 PM and publish notice.
- Send notice of proposed assessments to the owners of affected property.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, November 17, 2014**

AGENDA ITEM # 8C

ITEM: McCullough Excavation Inc. Agreement

BACKGROUND:

A private contractor out of Texas installed the sewer manholes at the Fieldstone Apartment complex. They apparently were not installed correctly and some are beginning to fail. This causes groundwater to enter the wastewater plant causing issues for the plant. The one that was causing the major problem at the plant has been temporarily fixed.

The apartment owners requested the city provide a local company to do the repairs. This agreement is to have McCullough Excavation now go back in and repair it properly.

The other manholes will need to be repaired. Bill & Ron are working with apartment owners and providing input for them.

FINANCIAL CONSIDERATIONS:

Any expenses to the City will be reimbursed by the Zimmerman Properties (Fieldstone Owners)

Bids were received from three companies:

- Nowak Construction - \$54,600.00
- Dondlinger Construction - \$42,000.00
- McCullough Excavation - \$31,900.00

McCullough Excavation was awarded the bid pending Council action.

LEGAL CONSIDERATIONS:

City Attorney has reviewed and approved the contract as to form. (Exception to the form is the bond documents that will be on file before repairs begin)

RECOMMENDATION/ACTION:

Approve the McCullough Excavation contract in amount not to exceed \$31,900.00 and authorize the Mayor to sign.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this _____ day of November, 2014, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and McCullough Excavation, Inc., whose principal office is at 9210 E. 34th St. N., Wichita, KS 67226 (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:

Replace manhole A1 at station #10+00.00 Line 1 per the Fieldstone Apartments Phase III plans by Kaw Valley Engineering dated 11/19/12. We have included dewatering and concrete removal, disposal, and replacement as necessary.

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within ninety (90) work days (or as weather permits) 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 amount of \$31,900.00.

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

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of Thirty-one thousand nine hundred Dollars and no cents. (\$31,900.00), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The City and the 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 Avenue
Maize, Kansas 67101

(f) The Contractor's representative is: Rob Gray, Project Manager, 316-312-1392.

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

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

CITY OF MAIZE, KANSAS

By: _____
Clair Donnelly, Mayor

ATTEST:

BY _____
Jocelyn Reid, City Clerk

(INSERT NAME OF CONTRACTOR)
McCullough Excavation, Inc.

By _____
Name: Jess McCullough
Title: President Jess McCullough, Pres

ATTESTED:

BY _____
Mike Ray

Monthly Council Report

November 2014



Department Highlights

- All departmental operations are functioning normally.
- Officer Sharp has been scheduled to attend the full-time academy in January 2015. He will spend 14 weeks at the academy.
- Working with Bob Scott in Fiddlers cove to install “Child at Play” signs at the request of residents. Scott will pay for cost of signs, public works will install.

Patrol Mileage:

607- 102,600

309- 84,891

709- 84,500

214- 3,516

410- 130,192

111- 34,118

512- 41,943

812- 31,803

Budget status: 76.61 / 100% (83.33) projected

Monthly repairs:

None

Major purchases:

2015 Chevy Tahoe police package - \$32,126.50

4 in-car video systems- \$18,330.00

(These are pre-orders for 2015. \$65,000.00 in Equipment reserve for 2015)

Current Staff Levels.

7 Full-time

3 Part-time

3 Reserve

2 Reserve -Vacant

2 Part-time - Vacant

Monthly Activities

October Police Reports - 772

October calls for service - 421

Community Policing:

Officer Rhodes is working on holiday food/care baskets for in-need families.

PUBLIC WORKS REPORT 11-11-2014

Regular Maintenance

- Graded all streets several times this past month. WE still did some mowing this month. I think that after this cold spell we should be good to go for the winter. We have serviced most of the small mowers and will store them away for the winter.
- We continue to check water, wastewater lift stations and do utility locates every day.
- We have done some crack-sealing this past month to get ready for slurry seal projects next spring. We crack-sealed Carriage Road, Chilton, Surrey Lane and Park Street from Academy to 53rd.

Special Projects

- We put out the flags along Maize Road for Veterans Day as well as about 300 flags and medallions in the Cemetery .
- We have now completed the work on the steps and wall at the Community Building park for people to be able to walk up the steps to the playgrounds. I think it looks pretty good and hope it is used.
- We have gone through most of the Park areas that we have and have cut trees, weeds, grass and generally have them looking pretty good. I took Jolene on a tour of the parks and gave her some ideas on priorities that I think should be considered for the Park Department. I know they are going to have a workshop to get their list together.
- We have gotten most everything ready for winter as it is that time of year. Had to go out about 6:45 this morning and spread salt/sand at 53rd and 135th when the homeowner didn't turn off his sprinkler system and 53rd was ice for 60 or 70 feet. You just never know what awaits you each morning.

Ron Smothers
Public Works Director

Water and Wastewater Report
October 15, 2014 – November 11, 2014

Water Operations

Maximum Contaminant Level (MCL) for both chlorine and fluoride is 4.0 mg/L.
Minimum allowable free chlorine residual to the last free flowing tap is 0.2 mg/L.
Recommended fluoride dosage for this area is now 0.7 mg/L.

Routine bacteriological samples remain good (non-detect).

October 20 – Pulled state fluoride sample. This is on a quarterly schedule.

October 20 – Helped crew replace a leaking meter setter on North Heather.

Wastewater Operation

November 3 – Tracy Electric finished calibrating the PLC for the #3 blower VFD and it has been working perfectly.

November 5 – Found 2 wires burned off an auxiliary contact of the #2 main lift pump motor starter. Somewhere along the way, the 2 fuses on the transformer circuit blew. Made repairs and got the thing running again.

November 7 – Repaired 2 leaks on the digester air headers.

November 10 – Finished winterizing the last of the water and sewer facilities. So far, so good.

Routine maintenance continues as scheduled.

Matt Meeks
Water and Wastewater Operator

City Engineer's Report
11/17/14

New Home Permits

Seventy-seven (77) new single-family and two (2) triplex permits have been issued in 2014; ten (10) in The Woods at Watercress, four (4) in Watercress II, five (5) in Fiddler's Cove, nineteen (19) in Watercress Village, eight (8) in Emerald Springs, fifteen (15) in Eagles Nest, fifteen (15) in Hampton Lakes and two (2) in Carriage Crossing.

Eagles Nest

The storm sewer is now completely installed. Road construction has commenced with installation of base, curb and gutter. Asphalt paving will follow when the weather is warmer.

Industrial Park

Construction has started.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: **November 17, 2014**

TO: **Maize City Council Members**

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. Conditional Use for sand extraction operation at 8001 W 53rd Street North – The Planning Commission reviewed and approved a request for a 19.8-acre expansion of the existing sand extraction operation at this location. To date no protests have been filed by neighboring property owners. If no protests are filed by Friday, November 21, 2014 the action of the Planning Commission will be final.
2. Possible replat for Wyn-Wood Addition – the developer of this commercial subdivision at the northeast corner of 37th and Maize and I have been meeting to determine if design changes may be made to this property to make it more marketable for future commercial development.
3. 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 17, 2014**

Year to date status (Through 10/31/14):

General Fund –			
	Budget	YTD	
Rev.	\$2,577,446	\$ 2,535,463	98.37%
Exp.	\$3,030,450	\$ 2,129,235	70.26%
Streets –			
Rev.	\$280,040	\$ 265,127	94.67%
Exp.	\$268,000	\$ 239,512	89.37%
Wastewater Fund-			
Rev.	\$681,000	\$ 709,691	104.21%
Exp.	\$681,000	\$ 589,793	86.61%
Water Fund-			
Rev.	\$749,600	\$ 670,655	89.47%
Exp.	\$749,600	\$ 606,498	80.91%

Health & Dental Benefits

Per Council's request, here are the 2014 numbers (through 10/31/2014) 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:	\$ 145,315.44	\$ 36,332.41	\$181,647.85
Dental:	12,981.79	3,246.65	16,228.44
Life:	<u>5,732.34</u>	<u>0</u>	<u>5,732.34</u>
	\$ 164,029.57	\$ 39,579.06	\$203,608.63

Administrative Employees:

As of 10/31/2014, we had the following number of administrative employees:

Part-Time:	6 (City Engineer, Planning Administrator, Code Enforcement, City Attorney, City Attorney's Assistant, Intern)
Full-Time:	7 (City Administrator, Deputy City Administrator, City Clerk, City Treasurer, Administrative Assistant, Customer Service Clerk, Court Clerk, Police Clerk)

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 10/31/2014)

Starting Balance:	\$304,736.57
Phase II Playground Equipment:	- 18,563.00
Master Park Plan:	- 10,000.00
Park Equipment:	- 8,000.00
Community Building Remodel:	- 36,580.00
Emergency Lighting Upgrade	- 1,057.47
Playground Signs (5-12 year old):	- 120.00
Volunteer Supplies:	- 19.12
Soap/Towel Dispensers:	- 454.56
Epoxy for Picnic Tables:	- 71.33
New Ceiling Registers:	- 123.33
Parts to Install Picnic Tables:	- 44.33
Concrete to Install Benches:	- 13.16
Ceiling Fans, Wall Plates:	- 171.44
Guttering for Comm. Building	- 955.50
New Chairs for Comm. Building	- 558.82
Appliances for Comm. Building	- 1,313.94
Electrical Receptacles at Park	- 1,679.21
Skate Park Equipment	- 7,214.04
Supplies to Install Equipment	- 871.80
Signs for Skate Park	- 340.00
Clean Up/Repair Bathrooms	- 127.49
Park Shelters	- 52,443.10
Skate Park Equipment	- 28,990.38
Removal of Light Poles	- 11,600.00
Skate Park Installation	- 24,478.30
Remaining Balance:	\$ 98,946.25

CAPITAL PROJECTS

**Temporary Note Resolution
Series A 2013**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 10/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 66,990.79	\$ -	\$ 66,990.79	\$ 50,009.21
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 61,791.69	\$ -	\$ 61,791.69	\$ 2,208.31
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 291,241.61	\$ -	\$ 291,241.61	\$ 36,758.39
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 143,453.22	\$ -	\$ 143,453.22	\$ 82,546.78
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,906.30	\$ -	\$ 71,906.30	\$ 20,093.70
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,761.95	\$ -	\$ 54,761.95	\$ 1,238.05
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 148,043.38	\$ 39.78	\$ 148,083.16	\$ 19,916.84
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 8,331.76	\$ 119.34	\$ 8,451.10	\$ 203,548.90
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 48,360.32		\$ 48,360.32	\$ 8,639.68
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 141,943.27		\$ 141,943.27	\$ 22,056.73

Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 61,640.82		\$ 61,640.82	\$ 8,359.18
Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 161,281.73		\$ 161,281.73	\$ 87,718.27
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,722.47	\$ -	\$ 40,722.47	\$ 16,277.53
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 93,803.50	\$ -	\$ 93,803.50	\$ 9,196.50
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,869.13	\$ -	\$ 53,869.13	\$ 10,130.87
Central Street Project	05	549-13	\$ 400,000.00	\$ 390,010.89		\$ 390,010.89	\$ 9,989.11
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ 173,618.26	\$ 8,039.18	\$ 181,657.44	\$ 9,342.56
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ 214,666.32	\$ 180,110.48	\$ 394,776.80	\$ 49,223.20
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ 208,082.65	\$ 5,937.93	\$ 214,020.58	\$ 7,979.42
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ 95,198.15	\$ 7,427.48	\$ 102,625.63	\$ 61,374.37
Totals for Series A 2013			\$ 3,530,958.21	\$ 201,674.19	\$ 3,732,632.40	\$ 716,607.60	

Temporary Note Resolution Series B 2011

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 10/31/14	Total Expenditures	Resolution Authorization Less Expenditures
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Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 131,750.00		\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 86,050.52		\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 246,497.53		\$ 246,497.53	\$ 25,502.47	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 62,750.00		\$ 62,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 800,000.00		\$ 800,000.00	\$ -	
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	
Totals for Series B 2011 Notes			\$ 1,990,000.00	\$ 1,927,048.05	\$ -	\$ 1,927,048.05	\$ 62,951.95	

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 10/31/14	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
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Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,888,458.29	\$34,987.02	\$1,923,445.31	\$315,439.50	\$50,407.19
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**Temp Notes
Series 2013B**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 10/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ 69,275.18	\$ 821.05	\$ 70,096.23	\$ 27,903.77
Watercress Village 3rd Paving	05	546-13	\$ 339,000.00	\$ 121,863.17	\$ 175,013.82	\$ 296,876.99	\$ 42,123.01
Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00	\$ 78,304.28	\$ 684.56	\$ 78,988.84	\$ 50,011.16
Hampton Lakes 2nd Phase 2 Water	05	543-13	\$ 40,000.00	\$ 38,814.97	\$ 109.13	\$ 38,924.10	\$ 1,075.90
Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ 83,205.26	\$ 5,794.34	\$ 88,999.60	\$ 0.40
Hampton Lakes 2nd Phase 2 Sewer	05	537-13	\$ 35,000.00	\$ 33,063.33	\$ 239.35	\$ 33,302.68	\$ 1,697.32
North Maize Road Paving	05	540-13	\$ 345,000.00	\$ 325,449.11	\$ 285.57	\$ 325,734.68	\$ 19,265.32
Lakelane Paving	05	541-13	\$ 100,000.00	\$ 89,335.01	\$ -	\$ 89,335.01	\$ 10,664.99
Totals			\$ 1,175,000.00	\$ 839,310.31	\$ 182,947.82	\$ 1,022,258.13	\$ 152,741.87

**Projects w/o
Temp Notes**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 10/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	556-14	\$ 104,000.00	\$ -	\$ 83,758.67	\$ 83,758.67	\$ 20,241.33
Eagles Nest Phase 2A Paving	05	555-14	\$ 515,000.00	\$ -	\$ 27,980.07	\$ 27,980.07	\$ 487,019.93
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ -	\$ 138,313.86	\$ 138,313.86	\$ 101,686.14
Totals			\$ 859,000.00	\$ -	\$ 250,052.60	\$ 250,052.60	\$ 608,947.40

**Grand Totals
Series A
2011, Series
B 2011,
Series B
2012, Series
A 2013**

\$8,185,774.86 \$669,661.63 \$8,605,383.89 \$1,247,740.92 \$50,407.19

CIP 2014 (As of 10/31/2014)

<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 - 01/01/14					\$ 418,717.74
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax			250.00	47.02
Interest	From Bank Accounts	223.57		500.00	1,669.23
Reimbursements	Sale of Skate Park Equipment				-
Transfers	From General Fund	16,666.67		175,000.00	147,916.64
Total Revenues		<u>16,890.24</u>		<u>175,750.00</u>	<u>149,632.89</u>
Total Resources					<u>568,350.63</u>
Street Improvements				-	142,566.70
Park Improvements	From Dugan Park Funds		29678.3	164,000.00	65,068.68
Central Street				150,000.00	
Other Capital Costs			5,600.00	100,000.00	5,600.00
Total Expenditures		<u>-</u>	<u>5,600.00</u>	<u>564,000.00</u>	<u>213,235.38</u>
Cash Balance - 10/31/14					<u>\$ 355,115.25</u>

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 10/31/2014

	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	\$500.95	\$364.98	\$135.97	\$6,984.81	\$5,625.01	\$1,359.80	Flat - based on number of lines
Internet	1,036.67	933.00	103.67	\$6,584.83	5,926.34	658.49	Flat - \$103.67/month
Gas	64.03	35.28	28.75	\$4,986.29	2,747.45	2,238.84	44.90%
Electric	2,869.57	1,581.13	1,288.44	\$21,712.54	11,963.61	9,748.93	44.90%
Janitor	1,714.72	944.81	769.91	\$18,402.64	10,139.85	8,262.79	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	51.75	28.51	23.24	\$517.50	285.14	232.36	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	\$9,596.00	0.00	4,308.60	44.90%
Pest Control	275.00	255.00	20.00	\$2,750.00	2,295.00	200.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,512.69	\$4,142.72	\$2,369.97	\$71,534.61	\$38,982.40	\$27,009.81	

Shared Costs for City Hall
 Updated 11/12/2014

Equipment Reserve 2014 (As of 10/31/2014)

<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 - 01/01/14					\$ 96,949.54
Interest	From Bank Accounts	19.52		100.00	145.73
Transfers	From General Fund	12,500.00		150,000.00	125,000.00
Total Revenues		\$ 12,519.52		\$ 150,100.00	\$ 125,145.73
Total Resources					\$ 222,095.27
Trucks/Heavy Equipment			\$ -	\$ 75,000.00	\$ 28,000.99
Computers			844.54	45,000.00	42,417.35
Police Department Expenses			(995.04)	75,000.00	75,623.16
Total Expenditures			\$ (150.50)	\$ 195,000.00	\$ 146,041.50
Cash Balance - 10/31/2014					\$ 76,053.77



CITY OPERATIONS REPORT

DATE: November 12, 2014

TO: Maize City Council

FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Allmond

RE: November Report

1) November 12, 2014 Post Annexation Hearing

The County Commission held a post annexation hearing regarding unilateral annexation on the part of Maize during 2009. At the conclusion of the hearing the Commission ruled in a 3-2 vote that the City of Maize was not in compliance with the 2009 service plan. What that means is that we have 2^{1/2} years to bring our service plan into compliance. The problem with this is that the city, is of the opinion, we are in compliance. Staff is reviewing options and at some point this could be a topic for discussion in executive session.

2) Economic Development

- Reiloy-Westland Corporation groundbreaking ceremony was conducted on November 11th. There were about 50 people in attendance. Great comments by Mayor Donnelly & owner/president Dave Larson. He was very complimentary of the Maize Council and Staff. He said that was the deciding factor of choosing Maize.
- Industrial Park
 - Working with a second manufacturing firm for the new industrial park. Hope to have additional information by months end.
 - New trucking company still pending
- 77 new single family housing starts & 2 tri-plexes
- Staff in discussions with some potential commercial businesses

3) Utilities

- Rates for water, sewer, tap fees and equity fees will be increasing January 1, 2015 as approved by Council August 18, 2014. Staff is working with Incode to initiate these changes. Notifications have been included in the utility bills, Highlights and the city website.

4) Other

- City Hall will be closed November 27th & 28th for Thanksgiving holiday.
- Maize Employee's Christmas Dinner – December 12th @ 6pm
- The Park & Tree Board's workshop was on November 11th. Long range plans were discussed in an effort to establish a CIP and operating budget for council consideration.

5) City Meetings

- October 20th Council @ 7pm
- November 3rd Council Workshop @ 6pm
- November 6th Planning @ 7pm
- November 11th Park & Tree Board @ 5:30pm
- November 17th Council @7pm

Draft

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, NOVEMBER 6, 2014**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, November 6, 2014, for a Regular Meeting with **Gary Kirk** presiding. The following Planning Commission members were present: **Mike Burks, Bryant Wilks, Andy Sciolaro, Gary Kirk, Bryan Aubuchon** and **Jennifer Herington**. Planning Commissioners not present were **Gerald Woodard**.

Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; **Bill McKinley**, City Engineer **Alex McCreath**, City Council and **Scott Hoskinson**, Applicant.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Sciolaro** moved to approve the October 2, 2014 minutes as presented:
Wilks seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

CU-02-014 – Conditional use request for sand extraction operation in the SF-5 Single Family zoning district for approximately 16 acres at 8001 W 53rd Street N

Hoskinson was present to answer questions from the commissioners.

MOTION: **Wilks** moved to approve CU-02-014 – Conditional use request for sand extraction operation in the SF-5 Single-Family zoning district for approximately 16 acres at 8001 W 53rd Street N subject to the conditions and modifications as set forth in the staff report and subject to the following conditions:

- (1) Hours of operation shall be 6 a.m. to sunset Monday through Friday, 7 a.m. to 4 p.m. Saturday
- (2) Project must be completed by December 31, 2021.
- (3) Entrance must be as wide as current entrance road must be a solid surface approximately 800 feet back to scales.

(4) Item #6 in staff report: the word operator should replace the word owner

Burks seconded the motion.

Kirk requested a roll call vote with the following results:

Burks - yes

Wilks – yes

Sciolaro - yes

Kirk – yes

Aubuchon – yes

Herington - yes

Motion carried.

ADJOURNMENT:

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

Meeting adjourned at 7:53 PM.

Sue Villarreal
Recording Secretary

Gary Kirk
Chairman